Durham Unified School District  
Regular Meeting of the Board of Trustees  
Wednesday, June 15, 2016  
6:00 p.m.  
(RETURN TO OPEN SESSION AT 7:00 P.M.)  
District Boardroom  

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. PUBLIC HEARING  

1. Public Hearing re: Adoption of Local Control Accountability Plan  
2. Public Hearing re: Adoption of 2016-2017 Original Budget  
3. Public Hearing: re: Allow for public comment on reserve level requirements per Ed Code 42127  

I. ITEMS FROM THE PUBLIC  
The law allows the public to address the governing board on any school district matter, whether or not it is on the agenda, but the law prohibits action or discussion by the Board on non-agenda items.  
A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to comment as briefly as the subject permits. Individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board shall limit the total time for public input on each item to 20 minutes. With Board consent, the president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The president may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add. (BB 9323)
J. DISTRICT REPORTS

1. Principals
2. Business Manager
3. Superintendent

K. ITEMS FROM THE BOARD

L. CONSENT AGENDA

1. Minutes of Regular Meeting May 18, 2016  
   Page# 3-8

2. Accounts Payable Warrants for the Month of May 2016  
   Page# 9-22

3. Employment
   Administration
   School Psychologist/Director of Special Education: Terry Quinto-Irion

   Certificated Teacher 2016-2017
   Certificated Teacher: Tyson Anderson 1.0 FTE

   Certificated Leave of Absence Request 2016-2017
   Rebecca Johnson .40 FTE

   Stipend Positions 2016-2017
   DHS Athletic Director: Brian Glover
   Intermediate School Yearbook: Kevin Ramsden

   Fall Season Coaches 2016-2017
   Varsity Swimming Head Coach: Gina Schweitzer

   Fall Season Volunteer Coaches 2016-2017
   Volunteer JV Football Coach: Darrel Roe
   Volunteer Strength & Conditioning Coach: Brenda Seegert

   Winter Season Coaches 2016-2017
   Varsity Boys Basketball Coach: Joshua Holbrook
   Varsity Girls Basketball Coach: Bob Paddock
   Varsity Girls Soccer Coach: Natalie Jones
   Varsity Wrestling Coach: Tony Cardoza
   Varsity Assistant Wrestling Coach: Trent Kenney

   Winter Season Volunteer Coaches 2016-2017
   Volunteer Wrestling Coach: Branden Sanders

4. Certificated Resignation

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>Effective Date</th>
</tr>
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<tbody>
<tr>
<td>School Psychologist/ Director of Special Education</td>
<td>Sara Smith</td>
<td>June 7, 2016</td>
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5. Coaching Resignations 2016-2017

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<th>Name</th>
<th>Effective Date</th>
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<tr>
<td>Cheer Coach</td>
<td>Jeana Jeffries</td>
<td>May 27, 2016</td>
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<tr>
<td>Varsity Assistant Football Coach</td>
<td>Cory Adameitz</td>
<td>May 26, 2016</td>
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6. Fundraising

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<tr>
<th>Fundraising Event</th>
<th>Date of Event</th>
<th>Estimated Net</th>
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<tr>
<td>DES-DIS-DHS Bands Drive Through Dinner</td>
<td>October 10, 2016 to November 1, 2016</td>
<td>$5,000.00</td>
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</table>

7. Approval of Agreements for Physician Consultant Services from Jan 1, 2016 to July 31, 2016 and August 1, 2016 to July 31, 2017 (Anaphylaxis) 24-32

8. Declare as surplus District Office Canon IR 8500 copier, serial #MNE03598

9. Approval of the Carl Perkins Grant 33-51

M. INFORMATION ITEMS

1. Quarterly Report on Williams Uniform Complaint 52

N. DISCUSSION/ACTION ITEMS:

1. Approve Eagle Scout Service Project: Durham High School Softball field improvements from Matthew Bradley 53-58


3. Approve DHS Health Text Books 63

4. Approve DHS Agriculture Career Pathway-Viticulture Project (Power Point Presentation) 64-82

5. Approve donation of materials valued at $5,083.92 from Duarte Trees and Vines

6. Approve Memorandum of Understanding between DUSD and DUTA 83-85

7. Approve contract between Nichols, Melberg and Rossetto and DUSD for the close out of previous construction projects 86-89

8. Approve MOU with Butte County Office of Education and DUSD for Extended School Year Program for speech services from June 13 to June 30, 2016 90

9. Approve Lions Club donation of $650.00 to the DHS Softball Program 91

10. Approve donation of $1112.00 from Durham Community Foundation for services from Holdrege & Kull, David Hurd for Phase II Coliseum/Stadium Project and Butte County Public Health permit

11. Approve donation of $1125.75 from the Durham Women’s Club for the purchase of two iPads including cases for Megan Farley’s classroom at Durham High School

12. Approve donation of $552.86 from Girls Scout Troop 70293 for the purchase of a Chromebook cart for Durham Intermediate School
13. Approve donation of $148.99 from American Legion Auxiliary for LED solar flagpole lighting at Durham High School

14. Approve contract between NorthStar Engineering and DUSD for Durham Coliseum Phase II staking

15. Approve contract between NorthStar Engineering and DUSD for Durham Coliseum Phase II Wastewater Plan

16. Approve home to school transportation rates for 2016-2017

17. Annual Adoption of Declaration of Need for Fully Qualified Educators

18. Annual Adoption of Statement of Need For Emergency 30-Day Substitute Permits

19. Approve of use of funds from Education Protection Account (EPA)

20. Accept Notification to Consolidate Governing Board Member Elections

21. Approval of Resolution #16-13 Order of Election: Ordering Governing Board Member Election

22. Approval of Resolution #16-14: Regarding Costs of Candidates' Statements

23. Approval of Resolution #16-15 Establishing Procedure In Case of Tie Vote at Governing Board Election

O. RETURN TO CLOSED SESSION

P. CLOSED SESSION

Q. RETURN TO OPEN SESSION

R. REPORT OF ACTION TAKEN IN CLOSED SESSION

S. NEXT BOARD MEETING DATE: June 22, 2016

T. ADJOURNMENT

Notes:
*Agenda item documents are available for public inspection during regular business hours at the District Office.
**Handout will be provided at the board meeting.

If you require special accommodations to participate in the meeting, please advise Becky Gordon, District Secretary, 48 hours in advance at 895-4675 x227.
DURHAM UNIFIED SCHOOL DISTRICT

Board Meeting Date: 6/15/2016

SUBJECT: Approve combined Assigned and Unassigned fund balances in excess of the state’s minimum 4% reserve for economic uncertainties.

PREPARER: Ron Sherrod

RECOMMENDATION

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

BACKGROUND:

Education code section 42127 requires that budgets adopted by the governing board commencing with the 2015-16 fiscal year are required to hold a public hearing for assigned and unassigned fund balances in the General Fund in excess of the state’s minimum 4% reserve for economic uncertainties.

It requires school districts to provide the following information at a public hearing for public review and discussion:

- Identify the minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget.

- Identify the combined assigned and unassigned ending fund balances that are in excess of the minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget.

- A statement of reasons that substantiates the need for an assigned and unassigned ending fund balance that is in excess of the minimum recommended reserve for economic uncertainties in excess of the minimum recommended reserve for economic uncertainties.

For the 2016-17 fiscal year, the minimum 4% reserve for economic uncertainties is $416,788. The fund balance in Fund 17, Special Reserve Fund, is combined with the General Funds ending balance in identifying the excess balances. The amounts in excess are identified in the attached document included in the Original Budget package for 2016-17.
Substantiation of Need for Assigned and Unassigned Ending Fund Balances in Excess of Minimum Recommended Reserves

Education Code Section 42127(a)(2)(B) requires a statement of the reasons that substantiate the need for assigned and unassigned ending fund balances in excess of the minimum reserve standard for economic uncertainties.

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<tr>
<th>Form</th>
<th>Fund Description</th>
<th>2016-17 Budget</th>
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<tbody>
<tr>
<td>01</td>
<td>General Fund/County School Service Fund</td>
<td>$325,347.10</td>
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<tr>
<td>17</td>
<td>Special Reserve Fund for Other Than Capital Outlay Projects</td>
<td>$244,375.70</td>
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<td>Total Assigned and Unassigned Ending Fund Balances</td>
<td>$569,722.80</td>
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<td></td>
<td>District Standard Reserve Level</td>
<td>4%</td>
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<td>Less District Minimum Recommended Reserve for Economic Uncertainties</td>
<td>$416,787.00</td>
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<tr>
<td></td>
<td>Remaining Balance to Substantiate Need</td>
<td>$152,935.80</td>
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Substantiation of Need for Fund Balances in Excess of Minimum Recommended Reserve for Economic Uncertainties

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<th>Description</th>
<th>Amount</th>
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<tr>
<td>01</td>
<td>Unrestricted Lottery</td>
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<tr>
<td>01</td>
<td>EPA Prop 30 - Counted towards 4% Reserve</td>
<td>$271,211.00</td>
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<tr>
<td>01</td>
<td>Reserve over 4% to 8% per Board Policy</td>
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<tr>
<td>17</td>
<td>Technology Upgrades</td>
<td>$244,375.70</td>
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<tr>
<td></td>
<td>Total of Substantiated Needs</td>
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<tr>
<td></td>
<td>Remaining Unsubstantiated Balance</td>
<td>($561,448.00)</td>
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Durham Unified School District  
Regular Meeting of the Board of Trustees  
Wednesday, May 18, 2016  
6:00 p.m.  
(RETURN TO OPEN SESSION AT 7:00 P.M.)  
District Boardroom  

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 May 18, 2016.

Trustees Present: Bob Bulterm, Mark Kimmels, Lance Smith and Todd Southam  
Trustee Absent: Ed McLaughlin  
Staff members present: Superintendent Leonard Foreman, District Secretary Becky Gordon, Business Manager Ron Sherrod, Principal Shirley Williams, Principal Jeff Kuhn, and School Psychologist/Director of Special Education Sara Smith  
Staff members absent: Principal Terry Bennett

A. CALL TO ORDER  
Trustee Lance Smith called the meeting to order at 6:00 p.m.

B. MOVE TO CLOSED SESSION

C. CLOSED SESSION

D. RETURN TO OPEN SESSION  
Trustee Lance Smith reconvened the meeting to open session at 7:03 p.m.

E. PLEDGE OF ALLEGIANCE  
Trustee Todd Southam led the pledge of allegiance.

F. REPORT OF ACTION TAKEN IN CLOSED SESSION  
Trustee Lance Smith reported no action was taken in closed session.

G. ORDER OF AGENDA  
Superintendent Len Foreman requested a change to Consent Agenda item #5  
Change as follows: Heidi Hovey retirement effective date is June 4, 2016.

H. ITEMS FROM THE PUBLIC  
There were public comments from Nancy Riley, Suzanne Contreras, Jona O'Shea, Eileen Ross, Jynaia Badie, Kevin Martin, Sunny Hernandez, Rian Fark and David Coffee regarding the a fair contract for the DUTA employees, DUTA negotiations, salaries, recruiting and retaining certificated staff, projections for future of the district, support for great, dedicated teachers, daily schedules, the number of years teaching of experience in the District, surrounding schools salary schedules, Chico State Teacher Job Fair including signing bonuses and Track and Field programs and the number of athletes There were also comments regarding letters sent to the District and no response, Board communication, conflicting scheduling, donation, Laserfiche and safety.
I. DISTRICT REPORTS

1. Principals
   Shirley Williams, DES Principal gave an update on the following:
   - Retiring Teachers: Cyndi Haapanen and Heidi Hovey
   - CAASP/SBAC Assessments and some results
   - End of the year activities
   - Professional Development
   - Enrollment update

   Jeff Kuhn, DIS Principal gave an update on the following:
   - DIS Open House
   - State Testing
   - Promotion Ceremony on June 1 at 7:00 p.m.
   - Mr. Kuhn thanked Durham Exchange Club and DIS PTS for their donations of the Chromebook carts
   - Mr. Kuhn stated that DIS is looking forward to the end of a fabulous school year.
   - Mr. Kuhn also stated that there have been some great things at DIS this year:
     - Technology Integrated into instruction
     - New CPM curriculum
     - Keyboarding using Edu type
     - Teacher led Professional Development for staff
   - Mr. Kuhn thanked the staff for being so amazing with kids and being so dedicated
   - Retiring Teacher: Mr. Scudder
   - Enrollment update

   Jeff Kuhn, Manager of MOT gave an update on the following:
   - Extended school year routes and staffing
   - Evaluation of MOT equipment
   - MOT team summer projects
   - MOT employee medical leave
   - Staffing for transportation next year
   - District Office repairs

   Terry Bennett, DHS Principal gave an update on the following:
   - Mr. Bennett was absent. A handout was provided for the Board Members.

2. Business Manager Ron Sherrod gave an update on the following:
   - Open Enrollment for employee medical care. Mr. Sherrod stated that Jill Hernandez did a terrific job coordinating the process for all, making sure employees were well informed and even assisted several employees one on one.
   - Other Post-Employment Benefits (OPEB) Actuarial Report
   - IFAS Upgrade
   - IT Support for the District
   - Governor’s May Revise meeting
   - Laserfiche update
3. Superintendent Len Foreman gave an update on the following:
   - Mr. Foreman stated that DUSD had a lovely retirement celebration today
     honoring our retirees: Tally Sturm, Cyndi Haapanen, Heidi Hovey and Ron
     Scudder.

J. ITEMS FROM THE BOARD
   Bob Bultega recognized a student, Gabe Owens from Troup 16 in the audience tonight.
   Gabe is here tonight attempting to receive his Merit Badge.
   Mark Kimmelshue had no comment
   Ed McLaughlin was absent. No report was given.
   Lance Smith stated that Grandparent’s Day was phenomenal! Mr. Smith recognized the
   staff, parents and students for all their hard work and support of this very pleasant day.
   Mr. Smith also stated his phone number and said that anyone who spoke tonight at the Board
   meeting is welcome to call him anytime if they have questions and to pass it along to anyone
   else who might be interested in calling him.
   Todd Southam had no comment

K. CONSENT AGENDA
   In order of agenda Superintendent Len Foreman requested a change to Consent Agenda item
   #5. Change as follows: Heidi Hovey retirement effective date is June 4, 2016. After the
   change was made the Board voted. On a motion by Mark Kimmelshue, seconded by Bob
   Bultega, the Board approved the Consent Agenda with a vote of 4 ayes, 0 nays and 1 absent,
   Vote as follows:
   Ayes: Bob Bultega, Mark Kimmelshue, Lance Smith and Todd Southam
   Nays: None
   Abstained: None
   Absent: Ed McLaughlin

L. DISCUSSION/ACTION ITEMS:

1. Approve Single Plan for Student Achievement (SPSA) for
   Durham Elementary School, Durham Intermediate School and
   Durham High School
   On a motion by Bob Bultega, seconded by Todd Southam, the Board approved the
   Single Plan for Student Achievement (SPSA) for Durham Elementary School,
   Durham Intermediate School and Durham High School with a vote of 4 ayes, 0 nays
   and 1 absent.
   Vote as follows:
   Ayes: Bob Bultega, Mark Kimmelshue, Lance Smith and Todd Southam
   Nays: None
   Abstained: None
   Absent: Ed McLaughlin

2. Approve contract between Chico Speech and Language Center and DUSD for
   Speech-Language Pathology Services
   On a motion by Mark Kimmelshue, seconded by Bob Bultega, the Board approved
   the contract between Chico Speech and Language Center and DUSD for Speech-
   Language Pathology Services with a vote of 4 ayes, 0 nays and 1 absent.
Vote as follows:
Ayes: Bob Bultema, Mark Kimmelshue, Lance Smith and Todd Southam
Nays: None
Abstained: None
Absent: Ed McLaughlin

3. **Approve Resolution #16-11 A Resolution for new ground mounted photovoltaic panel solar construction installation project**
On a motion by Todd Southam, seconded by Bob Bultema, the Board approved the Resolution #16-11 A Resolution for new ground mounted photovoltaic panel solar construction installation project with a vote of 4 ayes, 0 nays and 1 absent.

Vote as follows:
Ayes: Bob Bultema, Mark Kimmelshue, Lance Smith and Todd Southam
Nays: None
Abstained: None
Absent: Ed McLaughlin

4. **Approve Resolution #16-12 A Resolution approving the guaranteed Maximum Price, a Facilities Lease, a Site Lease, and General Construction Terms and Conditions for construction renovation work at the Durham High School Coliseum/Stadium Phase II Project**
The District Board is being asked to approve a resolution which approves and authorizes the Superintendent to enter into a series of documents associated with necessary renovation work to be made at the Durham High School Coliseum/Stadium Phase II Project. All costs associated with the stadium renovation are to be paid by the Durham Coliseum Fund, a sub-fund of the Durham Community Foundation.

Superintendent Len Foreman provided a handout of Resolution #16-12, a Facilities Lease a Site Lease and General Construction Terms and Conditions.

On a motion by Bob Bultema, seconded by Mark Kimmelshue, the Board approved the Resolution #16-12 A Resolution approving the guaranteed Maximum Price, a Facilities Lease, a Site Lease, and General Construction Terms and Conditions for construction renovation work at the Durham High School Coliseum/Stadium Phase II Project with a vote of 4 ayes, 0 nays and 1 absent.

Vote as follows:
Ayes: Bob Bultema, Mark Kimmelshue, Lance Smith and Todd Southam
Nays: None
Abstained: None
Absent: Ed McLaughlin

5. **Board Policy Updates: Second Reading and Adoption**
**Enclosure: Copy in the District Office (October revisions)**
On a motion by Mark Kimmelshue, seconded by Bob Bultema, the board approved Second Reading and Adoption with a vote of 4 ayes, 0 nays and 1 absent.

Vote as follows:
Ayes: Bob Bultema, Mark Kimmelshue, Lance Smith and Todd Southam
Nays: None  
Abstained: None  
Absent: Ed McLaughlin

6. **Approve Proposal/Agreement to prepare Developer Fee Justification Study**  
On a motion by Bob Bultema, seconded by Mark Kimmelshue, the Board approved the Proposal/Agreement to prepare Developer Fee Justification Study with a vote of 4 ayes, 0 nays and 1 absent.

Vote as follows:  
Ayes: Bob Bultema, Mark Kimmelshue, Lance Smith and Todd Southam  
Nays: None  
Abstained: None  
Absent: Ed McLaughlin

7. **Approve proposal MOT purchase during the current fiscal year**  
Jeff Kuhn, Manager of MOT provided a handout of the specifications of the tow behind mowing deck listed in the proposal.  
On a motion by Todd Southam, seconded by Bob Bultema, the Board approved the purchase of #1 recommendation for the tow behind mowing deck listed as Land Pride AFM4214 14ft and the #1 recommendation for the Floor Machine listed as S-24M Disk Scrubber during the current fiscal year with a vote of 4 ayes, 0 nays and 1 absent.

Vote as follows:  
Ayes: Bob Bultema, Mark Kimmelshue, Lance Smith and Todd Southam  
Nays: None  
Abstained: None  
Absent: Ed McLaughlin

8. **Approve additional Regular Board Meeting on June 22, 2016**  
On a motion by Bob Bultema, seconded by Todd Southam, the Board approved the additional Regular Board Meeting on June 22, 2016 with a vote of 4 ayes, 0 nays and 1 absent.

Vote as follows:  
Ayes: Bob Bultema, Mark Kimmelshue, Lance Smith and Todd Southam  
Nays: None  
Abstained: None  
Absent: Ed McLaughlin

**M. RETURN TO CLOSED SESSION**  
Trustee Lane Smith 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 for the Agenda.

**N. CLOSED SESSION**  
See Agenda Item #M

**O. RETURN TO OPEN SESSION**  
See Agenda Item #M
P. REPORT OF ACTION TAKEN IN CLOSED SESSION
   See Agenda Item #M

Q. NEXT BOARD MEETING DATE: June 15, 2016

R. ADD: Additional Board Meeting on June 22, 2016
   (If approved under Discussion Action Item #8)

S. ADJOURNMENT
   Trustee Lance Smith adjourned the meeting at 8:14 p.m.
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<td>Detailed AP Vendor Check Register</td>
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<th>CK Date</th>
<th>Payee Name</th>
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<th>Key/Object Description</th>
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<td>CASCADE ATHLETIC SUPPLY</td>
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<td>HELMETS</td>
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## Durham Unified School District

### Detailed AP Vendor Check Register

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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: Des, Dis, Des, Beds
Club or Organization: Music Boosters
Advisor/President: [Signature]

Purpose of the fund raising project/activity:
Scholarships, equipment, travel expenses

Financial Goal of the project:

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<table>
<thead>
<tr>
<th>Major: Estimated Gross</th>
<th>Estimated Net</th>
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</table>

Nature of project/activity (i.e., car wash):
Drive-through dinner

Beginning/ending date(s) and times if appropriate of proposed fund raising project(s)/activity(ies):
Beginning: 10/10/16  Ending: 11/11/16

Location: Dis

Number of students to be involved: 150

Date: 5/31/16  Organization Officer's Signature: [Signature]

Date: 5/31/16  Advisor's Signature (if applicable): [Signature]

Date: 5/31/16  Principal's Signature: [Signature]

Date: 5/31/16  Student Body President's Signature: [Signature]

Date: 5/31/16  Superintendent's Signature (if required): [Signature]

White: Club  Yellow: File  Pink: ASB Files
Epinephrine Standing Order Protocol

I, the undersigned Physician, for the purpose of facilitating the use of Epinephrine in the case of Potentially Life-Threatening Allergic Reactions (anaphylaxis) in individuals and in compliance with all applicable state laws and regulations, issue this Epinephrine Standing Order Protocol ("Protocol") on the following terms:

Physician License: I represent that I: (a) am licensed to prescribe legend drugs in this state as set forth below; (b) am qualified to practice medicine in this state; and (c) am in good standing with the appropriate professional licensing board.

Epinephrine: This Protocol constitutes my standing order for the treatment of anaphylaxis and the use of Epinephrine in emergency situations as further described below in a school setting.

Delegation: I, the undersigned Physician, delegate authority to all appropriate medical and school personnel employed by or acting on behalf of the below described school system.

Issued to: 

Durham Elementary
9421 Auburn Drive
Durham, CA 95938

Standing Order: All appropriate medical and school personnel (including, but not limited to, any Registered Nurse) employed by or acting on behalf of the school system may administer Epinephrine via an undesignated Epinephrine auto-injector to an individual using professional judgment if an individual is experiencing a potentially life-threatening allergic reaction, such as anaphylaxis.

Emergency Treatment Procedures: The following treatment Protocol will be utilized to manage anaphylactic reactions. Anaphylaxis is described as the sudden onset of generalized itching, erythema (redness), or urticaria (hives); angioedema (swelling of the lips, face, or throat); severe bronchospasm (wheezing); shortness of breath; shock; abdominal cramping; or cardiovascular collapse. In the event of a serious adverse reaction, including anaphylaxis, the following shall be done:

1. Symptoms: If itching and swelling are confined to a localized area, observe the patient closely for the development of generalized symptoms. If symptoms are generalized, activate the emergency medical system (e.g., call 911). This should be accomplished by a second person while the individual is being evaluated and managed by the first person.

2. Dosage: If conditions of anaphylaxis are developing or present themselves, administer Epinephrine USP, 1 mg/mL, (1:1000) as epinephrine auto-injector, EpiPen, intramuscularly into the antero-lateral aspect of the thigh (through clothing if necessary) according to the manufacturer’s recommendation.

   For individuals less than 66 pounds, use one EpiPen Jr. (0.3 mL epinephrine injection, USP, 1:2000) auto-injector to deliver 0.15 mg of epinephrine injection, USP.

   For individuals 66 pounds and greater, use one EpiPen (0.3 mL epinephrine injection, USP, 1:1000) auto-injector to deliver 0.3 mg of epinephrine injection, USP.

3. Monitoring: Closely monitor the individual until EMS arrives. Perform CPR and maintain airway, if necessary. Keep the individual in a supine position unless he/she is having difficulty breathing. If having
difficulty breathing the individual’s head may be elevated, provided blood pressure is adequate to prevent loss of consciousness.

5. **Frequency:** Monitor vital signs frequently. If EMS has not arrived and symptoms persist, a repeat dose of Epinephrine auto-injector every 5-20 minutes after the first dose may be administered.

6. **Referral:** The individual must be referred to a physician for medical evaluation, even if symptoms resolve completely. Symptoms may recur after the Epinephrine wears off, as much as 24 hours later.

7. **Documentation:** The details of the incident must be immediately documented in a writing.

8. **Notification:** Within 4 hours, the school must notify the individual’s parent, guardian or caretaker and must notify the individual’s primary care physician of the anaphylactic reaction.

*Note: Epinephrine Auto-Injectors are available in 0.3mg dose (EpiPen 1:1000) and 0.15mg dose (EpiPen Junior 1:1000). Using two 0.15 doses to obtain 0.3mg dose is permissible.*

In every case, emergency services must be contacted as soon as possible by calling 911.

Please review the attached prescription:

**Effective Date:** Jan 1, 2016 - July 31, 2016

**Physician Signature:** [Signature]

**Physician Name (printed):** Dannielle Harwood, M.D.

**Physician Contact Number:** 530-966-2316

**Physician Address:** 702 Mangrove Ave # 346

**Physician State of License:** CA

**Physician State License Number:** A98775

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</table>

*Please note there are two auto-injectors per EpiPen 2-Pak or EpiPen Jr 2-Pak. Example: If you wish to order 100 EpiPen Auto-injectors and 80 EpiPen Jr Auto-injectors, put the number 50 in quantity requested box next to the 0.3mg EpiPen 2-Pak and 40 in the quantity requested box next to the 0.15mg EpiPen Jr 2-Pak.*
difficulty breathing the individual’s head may be elevated, provided blood pressure is adequate to prevent loss of consciousness.

5. **Frequency**: Monitor vital signs frequently. If EMS has not arrived and symptoms persist, a repeat dose of Epinephrine auto-injector every 5-20 minutes after the first dose may be administered.

6. **Referral**: The individual must be referred to a physician for medical evaluation, even if symptoms resolve completely. Symptoms may recur after the Epinephrine wears off, as much as 24 hours later.

7. **Documentation**: The details of the incident must be immediately documented in a writing.

8. **Notification**: Within 4 hours, the school must notify the individual’s parent, guardian or caretaker and must notify the individual’s primary care physician of the anaphylactic reaction.

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In every case, emergency services must be contacted as soon as possible by calling 911.

Please review the attached prescription:

- **Effective Date**: Aug 1, 2016 – July 31, 2017
- **Physician Signature**: Dannielle Harwood, M.D.
- **Physician Name (printed)**: Dannielle Harwood, M.D.
- **Physician Contact Number**: 530-916-2316
- **Physician Address**: 702 Mangrove Ave # 346
- **Physician State of License**: CA
- **Physician State License Number**: A98775

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<td>0.3mg EpiPen 2-Pak</td>
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<td>0.15mg EpiPen Jr 2-Pak</td>
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Epinephrine Standing Order Protocol

I, the undersigned Physician, for the purpose of facilitating the use of Epinephrine in the case of Potentially Life-Threatening Allergic Reactions (anaphylaxis) in individuals and in compliance with all applicable state laws and regulations, issue this Epinephrine Standing Order Protocol ("Protocol") on the following terms:

**Physician License:** I represent that I: (a) am licensed to prescribe legend drugs in this state as set forth below; (b) am qualified to practice medicine in this state; and (c) am in good standing with the appropriate professional licensing board.

**Epinephrine:** This Protocol constitutes my standing order for the treatment of anaphylaxis and the use of Epinephrine in emergency situations as further described below in a school setting.

**Delegation:** I, the undersigned Physician, delegate authority to all appropriate medical and school personnel employed by or acting on behalf of the below described school system.

**Issued to:**

Name of School/ District: [Name]

Street Address: [Address]

City, Zip Code: [ZIP]

**Standing Order:** All appropriate medical and school personnel (including, but not limited to, any Registered Nurse) employed by or acting on behalf of the school system may administer Epinephrine via an undesignated Epinephrine auto-injector to an individual using professional judgment if an individual is experiencing a potentially life-threatening allergic reaction, such as anaphylaxis.

**Emergency Treatment Procedures:** The following treatment Protocol will be utilized to manage anaphylactic reactions. Anaphylaxis is described as the sudden onset of generalized itching, erythema (redness), or urticaria (hives); angioedema (swelling of the lips, face, or throat); severe bronchospasm (wheezing); shortness of breath; shock; abdominal cramping; or cardiovascular collapse. In the event of a serious adverse reaction, including anaphylaxis, the following shall be done:

1. **Symptoms:** If itching and swelling are confined to a localized area, observe the patient closely for the development of generalized symptoms. If symptoms are generalized, activate the emergency medical system (e.g., call 911). This should be accomplished by a second person while the individual is being evaluated and managed by the first person.

2. **Dosage:** If conditions of anaphylaxis are developing or present themselves, administer Epinephrine USP, 1 mg/mL, (1:1000) as epinephrine auto-injector, EpiPen, intramuscularly into the antero-lateral aspect of the thigh (through clothing if necessary) according to the manufacturer’s recommendation. For individuals less than 66 pounds, use one EpiPen Jr. (0.3 mL epinephrine injection, USP, 1:2000) auto-injector to deliver 0.15 mg of epinephrine injection, USP.

For individuals 66 pounds and greater, use one EpiPen (0.3 mL epinephrine injection, USP, 1:1000) auto-injector to deliver 0.3 mg of epinephrine injection, USP.

3. **Monitoring:** Closely monitor the individual until EMS arrives. Perform CPR and maintain airway, if necessary. Keep the individual in a supine position unless he/she is having difficulty breathing. If having
difficulty breathing the individual’s head may be elevated, provided blood pressure is adequate to prevent loss of consciousness.

5. **Frequency:** Monitor vital signs frequently. If EMS has not arrived and symptoms persist, a repeat dose of Epinephrine auto-injector every 5-20 minutes after the first dose may be administered.

6. **Referral:** The individual must be referred to a physician for medical evaluation, even if symptoms resolve completely. Symptoms may recur after the Epinephrine wears off, as much as 24 hours later.

7. **Documentation:** The details of the incident must be immediately documented in a writing.

8. **Notification:** Within 4 hours, the school must notify the individual’s parent, guardian or caretaker and must notify the individual’s primary care physician of the anaphylactic reaction.

*Note: Epinephrine Auto-Injectors are available in 0.3mg dose (EpiPen 1:1000) and 0.15mg dose (EpiPen Junior 1:1000). Using two 0.15 doses to obtain 0.3mg dose is permissible.*

In every case, emergency services must be contacted as soon as possible by calling 911.

Please review the attached prescription:

**Effective Date:** [Jan 1, 2016 to July 31, 2016]

**Physician Signature:** [Signature]

**Physician Name (printed):** Danniele Harwood, M.D.

**Physician Contact Number:** 630-966-2316

**Physician Address:** 702 Mangrove Ave # 346

**Physician State of License:** CA

**Physician State License Number:** A987475

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*Please note there are two auto-injectors per EpiPen 2-Pak or EpiPenJr 2-Pak. Example: If you wish to order 100 EpiPen Auto-injectors and 80 EpiPenJr Auto-injectors, put the number 50 in quantity requested box next to the 0.3mg EpiPen 2-Pak and 40 in the quantity requested box next to the 0.15mg EpiPenJr 2-Pak.*
difficulty breathing the individual’s head may be elevated, provided blood pressure is adequate to prevent loss of consciousness.

5. **Frequency:** Monitor vital signs frequently. If EMS has not arrived and symptoms persist, a repeat dose of Epinephrine auto-injector every 5-20 minutes after the first dose may be administered.

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**Effective Date:** Aug 1, 2016 – July 31, 2017

**Physician Signature:** [Signature]

**Physician Name (printed):** Dannielle Harwood, M.D.

**Physician Contact Number:** 530-966-2316

**Physician Address:** 702 Mangrove Ave # 346

**Physician State of License:** CA

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Epinephrine: This Protocol constitutes my standing order for the treatment of anaphylaxis and the use of Epinephrine in emergency situations as further described below in a school setting.

Delegation: I, the undersigned Physician, delegate authority to all appropriate medical and school personnel employed by or acting on behalf of the below described school system.

Issued to:  

Durham High School  
Name of School/District

9465 Patney Dr  
Street Address

Durham, CA 9593  
City, Zip Code

Standing Order: All appropriate medical and school personnel (including, but not limited to, any Registered Nurse) employed by or acting on behalf of the school system may administer Epinephrine via an undesignated Epinephrine auto-injector to an individual using professional judgment if an individual is experiencing a potentially life-threatening allergic reaction, such as anaphylaxis.

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5. Frequency: Monitor vital signs frequently. If EMS has not arrived and symptoms persist, a repeat dose of Epinephrine auto-injector every 5-20 minutes after the first dose may be administered.

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7. Documentation: The details of the incident must be immediately documented in a writing.

8. Notification: Within 4 hours, the school must notify the individual’s parent, guardian or caretaker and must notify the individual’s primary care physician of the anaphylactic reaction.

Note: Epinephrine Auto-Injectors are available in 0.3mg dose (EpiPen 1:1000) and 0.15mg dose (EpiPen Junior 1:1000). Using two 0.15 doses to obtain 0.3mg dose is permissible.

In every case, emergency services must be contacted as soon as possible by calling 911.

Please review the attached prescription:

Effective Date: \[\text{Jan 1, 2016 to July 31, 2016}\]

Physician Signature: [Signature]

Physician Name (printed): Damnielle Harwood, M.D.

Physician Contact Number: 530-916-23116

Physician Address: 702 Mangrove Ave # 346

Physician State of License: CA

Physician State License Number: A98775

<table>
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<tr>
<th>Strength</th>
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<tbody>
<tr>
<td>0.3mg EpiPen 2-Pak</td>
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<tr>
<td>0.15mg EpiPen Jr 2-Pak</td>
<td>30</td>
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</table>

*Please note there are two auto-injectors per EpiPen 2-Pak or EpiPen Jr 2-Pak. Example: If you wish to order 100 EpiPen Auto-injectors and 80 EpiPen Jr Auto-injectors, put the number 50 in quantity requested box next to the 0.3mg EpiPen 2-Pak and 40 in the quantity requested box next to the 0.15mg EpiPen Jr 2-Pak.
difficulty breathing the individual’s head may be elevated, provided blood pressure is adequate to prevent loss of consciousness.

5. **Frequency:** Monitor vital signs frequently. If EMS has not arrived and symptoms persist, a repeat dose of Epinephrine auto-injector every 5-20 minutes after the first dose may be administered.

6. **Referral:** The individual must be referred to a physician for medical evaluation, even if symptoms resolve completely. Symptoms may recur after the Epinephrine wears off, as much as 24 hours later.

7. **Documentation:** The details of the incident must be immediately documented in a writing.

8. **Notification:** Within 4 hours, the school must notify the individual’s parent, guardian or caretaker and must notify the individual’s primary care physician of the anaphylactic reaction.

*Note:* Epinephrine Auto-Injectors are available in 0.3mg dose (EpiPen 1:1000) and 0.15mg dose (EpiPen Junior 1:1000). Using two 0.15 doses to obtain 0.3mg dose is permissible.

In every case, emergency services must be contacted as soon as possible by calling 911.

Please review the attached prescription:

**Effective Date:** Aug 1, 2016 - July 31, 2017

**Physician Signature:** [Signature]

**Physician Name (printed):** Dannielle Harwood, M.D.

**Physician Contact Number:** 630-966-2316

**Physician Address:** 702 Mangrove Ave # 346

**Physician State of License:** CA

**Physician State License Number:** A98775

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</tr>
<tr>
<td>0.15mg EpiPen Jr 2-Pak</td>
<td></td>
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</table>

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DURHAM UNIFIED SCHOOL DISTRICT
Board Meeting Date: June 15, 2016

SUBJECT: Carl D. Perkins CTE Application

PREPARER: Terry Bennett

RECOMMENDATION: □ Approve  □ Do Not Approve
□ Accept  □ Discuss
☑ Information Only

BACKGROUND:
Submitted our annually application to CDE for their approval on May 24, 2016.

The application is broken into seven sections:
- Section I – State Assurances and Certifications
- Section II – Representatives of Special Populations
- Section III – Assessment of Career Technical Education Programs
- Section IV – Progress Report Toward Implementing the Local CTE Plan
- Section V – Sequence of Courses Budget Detail
- Section VI – Budget Expenditure Schedule
- Section VII – Local CTE Plan Update.

Our allocation amount $6,098 and Indirect Amount $183.

REFERENCES:
Enclosed application.
SECTION II
SIGN-OFF FORM FOR REPRESENTATIVES OF SPECIAL POPULATIONS

The Carl D. Perkins Career and Technical Education Improvement Act of 2006 (Perkins IV) requires local educational agencies (LEAs) to implement strategies to overcome barriers that may be lowering special population students' rates of access to or success in career technical education (CTE) programs assisted with the funds. CTE programs must be designed to enable special population students to meet the performance level targets established for the programs. These programs must also provide the activities needed to prepare these students for high-skill, high-wage, or high-demand occupations that lead to self-sufficiency.

This form confirms that the LEA coordinators or administrators responsible for each of the programs associated with special population groups have reviewed and approved the 2016–17 Perkins IV application for funds. Each special population category must be signed by the LEA's designated administrator or the certificated representative responsible for that program.

Economically Disadvantaged (Title I Coordinator/Administrator)

Printed Name Len Foreman
Signature len frail
Title Superintendent
Date 5/2/16

Limited English Proficiency (English Learner Coordinator/Administrator)

Printed Name Shirley Williams
Signature
Title Principal, DES
Date 5/24/14

Disabled (Handicapped) (Special Education Coordinator/Administrator)

Printed Name Sara Smith
Signature Sara Smith
Title District Psychologist
Date 5/24/16

Single Parent or Single Pregnant Women (Title IX Coordinator/Administrator)

Printed Name Len Foreman
Signature len frail
Title Superintendent
Date 5/2/16

Gender Equity or Nontraditional Training (Title IX Coordinator/Administrator)

Printed Name Len Foreman
Signature len frail
Title Superintendent
Date 5/2/16

Displaced Homemaker (Title IX Coordinator/Administrator)
Note: Required only on Section 132 (Adult) applications

Printed Name
Signature
Title
Date

1
Program Grant Management System (PGMS)

Durham Unified
Application

Section I - State Assurances and Certifications

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<tr>
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<tr>
<td>Signed GAN Received by CDE</td>
<td>Not Received</td>
</tr>
</tbody>
</table>

* Subject to change based on Capital Outlay and actual expenditures

Certifications Sign-off

This application is a commitment to comply with the following assurances, certifications, terms, and conditions associated with the Carl D. Perkins Career and Technical Education Improvement Act of 2006.

The following Assurances, Certifications, and Grant Conditions are requirements of applicants and grantees as a condition of receiving funds. Applicants do not need to sign and return the general assurances and certification with the application; Every year, the LEA must download them, collect the appropriate signatures, and keep them on file to be available for compliance reviews, complaint investigations, or audits.

- California Department of Education General Assurances
- Drug Free Workplace Certification
- U.S. Department of Education Debarment and Suspension
- U.S. Department of Education Lobbying
- Perkins IV Assurances and Certifications
- 2016-17 Grant Conditions
LEA Sign-off Section
☑ As the duly authorized representative of the local educational agency applying for Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2011–12 funding, I have read the assurances, certifications, terms and conditions associated with this grant and I agree to comply with all requirements as a condition of funding.

CDE Review and Sign-off Section
☐ Section Approved

California Department of Education
1430 N Street
Sacramento, CA 95814
Program Grant Management System (PGMS)

Durham Unified

Application

Section II - Representatives of Special Populations

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* Subject to change based on Capital Outlay and actual expenditures

Representatives of Special Populations Sign-off

The Carl D. Perkins Career and Technical Education Improvement Act of 2006 requires local educational agencies (LEAs) to implement strategies to overcome barriers that may be lowering special population students' rates of access to or success in career technical education (CTE) programs assisted with the funds. CTE programs must be designed to enable special population students to meet the performance level targets established for the programs. These programs must also provide the activities needed to prepare these students for high-skill, high-wage, or high-demand occupations that lead to self-sufficiency.

Download the Sign-off Form for Representatives of Special Populations, collect the appropriate signatures, and keep the form on file to be available for compliance reviews, complaint investigations, or audits.

After collecting the required signatures, enter the name and title of the person representing each of the special populations listed below.

Economically Disadvantaged (Title I Coordinator)

  Title I Coordinator Name: Len Foreman
  Title I Coordinator Title: Superintendent

Limited English Proficiency (English Learner Coordinator)

  English Learner Coordinator Name: Shirley Williams
  English Learner Coordinator Title: Principal, Durham Elementary

Disabled (Handicapped) (Special Education Coordinator)

  Special Education Coordinator Name: Sara Smith
  Special Education Coordinator Title: District Psychologist

Single Parent or Single Pregnant Women (Title IX Coordinator)

  Title IX Coordinator Name: Len Foreman

Title IX Coordinator Title: Superintendent

Gender Equity or Nontraditional Training (Title IX Coordinator)
Title IX Coordinator Name: Len Foreman
Title IX Coordinator Title: Superintendent

LEA Sign-off Section
☑ As the duly authorized representative of the local educational agency applying for Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2015–16 funding, I confirm that the LEA coordinators or administrators responsible for each of the programs associated with special population groups have reviewed and approved the 2016–17 Perkins IV application for funds.

CDE Review and Sign-off Section
☐ Section Approved

California Department of Education
1430 N Street
Sacramento, CA 95814
Program Grant Management System (PGMS)

Durham Unified

Application

Section III - Assessment of Career Technical Education Programs

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<td>Signed GAN Received by CDE</td>
<td>Not Received</td>
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</tbody>
</table>

* Subject to change based on Capital Outlay and actual expenditures

Section 123(b) of Perkins IV requires states to conduct annual evaluations of the progress and efforts grant recipients are making toward achieving the core indicator performance levels established for the state’s CTE programs. California LEAs provide data to the CDE through the 101-E1 report in the fall and 101-E2 report in the spring, and these data are used to determine the core indicators.

This section identifies the LEA’s actual performance on each of the Core Indicators of performance and indicates if the LEA has met the state-established performance targets.

Durham Unified (131 - Secondary) has failed to meet one or two of the required targets of performance and is identified as a Needs Improvement Agency. For each performance target not met, explain the expected reasons for low performance, any strategies the LEA plans to implement in order to achieve the state-established performance level, and describe any planned actions to be taken to improve the performance on that particular core indicator.

N/A may indicate that the LEA:

- Failed to report the required data for that indicator
- Is one of the State Special Schools or California Education Authority
- Did not receive Perkins funds in the prior year and was not required to report data
If 5S1 is the only indicator showing an N/A, the LEA failed to submit the required CDE–101 E2 report.

1S1 Academic Attainment-Reading/Language Arts

Numerator:
Number of 12th grade CTE concentrators who have met the proficient or advanced level on the English-language arts portion of the California High School Exit Examination (CAHSEE).

Denominator:
Number of 12th grade CTE concentrators.

LEA Level 2012-13: 97.37 %  LEA Level 2013-14: 100.00 %  LEA Level 2014-15: 100.00 %
State Level 2014-15: 58.50 %  Required Target: 52.65 %  Met Target: Yes

1S2 Academic Attainment-Mathematics

Numerator:
Numerator: Number of 12th grade CTE concentrators who have met the proficient or advanced level on the mathematics portion of the CAHSEE.

Denominator:
Number of 12th grade CTE concentrators.

LEA Level 2012-13: 97.37 %  LEA Level 2013-14: 100.00 %  LEA Level 2014-15: 100.00 %
State Level 2014-15: 56.00 %  Required Target: 50.40 %  Met Target: Yes

2S1 Technical Skill Attainment

Numerator:
Number of CTE concentrators enrolled in a capstone CTE course who received an 'A', 'B', or 'C' grade in the course, or received an industry-recognized certification, or passed an end of program assessment aligned with industry-recognized standards.

Denominator:
Number of CTE concentrators enrolled in capstone CTE courses during the reporting year.

LEA Level 2012-13: 100.00 %  LEA Level 2013-14: 96.55 %  LEA Level 2014-15: 100.00 %
State Level 2014-15: 90.00 %  Required Target: 81.00 %  Met Target: Yes

3S1 Secondary School Completion

Numerator:
Number of 12th grade CTE concentrators who earned a high school diploma, or other state-recognized equivalent (including recognized alternative standards for individuals with disabilities).

Denominator:
Number of 12th grade CTE concentrators who left secondary education during the reporting year.

LEA Level 2012-13: 97.37 %  LEA Level 2013-14: 100.00 %  LEA Level 2014-15: 100.00 %
State Level 2014-15: 92.50 %  Required Target: 83.25 %  Met Target: Yes

4S1 Student Graduation Rate

Numerator:
Number of 12th grade CTE concentrators who, in the reporting year, were included as graduated in the state's computation of its graduation rate.

Denominator:
Number of 12th grade CTE concentrators.
5S1 Secondary Placement

Numerator:
Number of 12th grade CTE concentrators who left secondary education during the reporting year and entered postsecondary education or advanced training, military service, or employment, as reported on a survey six months following graduation.

Denominator:
Number of 12th grade CTE concentrators who left secondary education during the reporting year and responded to a follow-up survey.

<table>
<thead>
<tr>
<th></th>
<th>LEA Level 2012-13:</th>
<th>LEA Level 2013-14:</th>
<th>LEA Level 2014-15:</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>97.37 %</td>
<td>100.00 %</td>
<td>100.00 %</td>
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<tr>
<td>State</td>
<td>92.00 %</td>
<td>Required Target:</td>
<td>82.80 %</td>
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<td>Level</td>
<td>Required Target:</td>
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<tr>
<td>2014-15</td>
<td>Required Target:</td>
<td>Met Target:</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>92.00 %</td>
<td>Required Target:</td>
<td>82.80 %</td>
</tr>
<tr>
<td></td>
<td>Met Target:</td>
<td>Yes</td>
<td></td>
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</tbody>
</table>

6S1 Non-traditional Participation

Numerator:
Number of CTE participants from underrepresented gender groups who were enrolled in a program sequence that leads to employment in nontraditional fields.

Denominator:
Number of all CTE participants enrolled in a program sequence that leads to employment in nontraditional fields.

<table>
<thead>
<tr>
<th></th>
<th>LEA Level 2012-13:</th>
<th>LEA Level 2013-14:</th>
<th>LEA Level 2014-15:</th>
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<tr>
<td>2014-15</td>
<td>Required Target:</td>
<td>Met Target:</td>
<td>No</td>
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<tr>
<td></td>
<td>37.50 %</td>
<td>Required Target:</td>
<td>33.75 %</td>
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<td></td>
<td>Met Target:</td>
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Explanation:
Due to our small student enrollment, our non-traditional participants find it difficult to complete a program sequence that leads to employment, and meet academic requirements to be admitted to CSU/UC.

Strategy to improve performance level:
We have started to transition our Welding, Manufacturing and Automotive programs into an Manufacturing and Engineering career pathway with students having the opportunity to earn industry certificate in SolidWorks. We believe this adjustment will increase participations for non-traditional students, as this will tap into the STEM aspects of learning.

Planned activities:
Sequence of courses, SolidWorks certifications, continue to take a full cross-section of our student population to the Manufacturing Expo, post-secondary and industry field trips, work with school counselor to minimize scheduling conflicts, develop and teach integrated lessons in our Core Academic classes. Reach out to non-traditional students to participate in Skills USA.

Funding source:
☑ District  ☑ Perkins  ☑ Other

Other Funding:
Funding Amount: 1000

6S2 Non-traditional Completion

Numerator:
Number of CTE concentrators from underrepresented gender groups enrolled in a capstone CTE course that leads to employment in a nontraditional field who received an 'A', 'B', or 'C' grade in the course, or received an industry-recognized certification, or passed an end of program assessment aligned with industry-recognized standards.

Denominator:
Number of all CTE concentrators enrolled in a capstone CTE course that leads to employment in nontraditional fields.

<table>
<thead>
<tr>
<th></th>
<th>LEA Level 2012-13:</th>
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<td>2014-15</td>
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<td>29.00 %</td>
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</tr>
<tr>
<td></td>
<td>Met Target:</td>
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<td></td>
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</table>
Explanation:
As a small comprehensive high school with less than 300 students we find it difficult for our students to be both completers and meet the academic requirements for the CSU/UC system.

Strategy to improve performance level:
It is our belief that our new Manufacturing and Engineering career pathway will engage and retain more non-traditional students to be completers. Adding the engineering component as part of our pathway will help our students see a way forward that includes adding a four-year college.

Planned activities:
Attend Manufacturing Expo hosted by Chico State, bring in students (non-traditional) from Chico State's Engineering program, SolidWorks certifications, post-secondary and industry field trips develop and teach integrated lessons in our Core Academic classes engaging our non-traditional student to understand the academic connection to the manufacturing and engineering pathway.

Funding source:  ✔ District  ✔ Perkins  ✔ Other

Other Funding:
Funding Amount:  1000

LEA Sign-off Section
✔ Assessment of Career Technical Education Programs section is complete and ready for CDE review.

CDE Review and Sign-off Section
CDE Comments
☐ Section Approval
Program Grant Management System (PGMS)

Durham Unified

Application

Section IV - Progress Report Toward Implementing the Local CTE Plan

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<td>Application Status</td>
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<td>Fiscal Activity</td>
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<tr>
<td>Signed GAN Received by CDE</td>
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</tr>
</tbody>
</table>

* Subject to change based on Capital Outlay and actual expenditures

The implementation of each LEA's local Career Technical Education (CTE) plan directly affects the implementation of the State CTE Plan. Through the five-year duration of Perkins IV, 2008–2013, LEAs will report on the progress they have made toward implementation of their local CTE plan. This progress report is an opportunity to reflect on the goals outlined in the local CTE plan as well as noting the successes and challenges that occurred during the previous school year.

Additionally, the LEA should set measurable CTE outcomes for the next school year based on the needs of the CTE students and programs offered by the LEA and the results of the core indicator data reported in Section III.

LEA personnel must respond to the following questions:

LEA Response

1. Considering all funds expended in your LEA on CTE (Perkins, CTEIG, CCPT, Ag Incentive), how do you ensure a coordinated effort for your CTE programs?

   One of the advantages of being a small comprehensive high school of less than 300 students, we are forced to coordinate our programs to ensure that our students are well served. It is the work of the high
school principal and counselor to follow through with this coordination. Both the principal and counselor participate as members of our two advisory councils.

2. How do you ensure that Perkins funds are used to Improve, Enhance, and Expand your CTE programs?

We expanded our Manufacturing program to include engineering. Through the development of an “Engineering Lab”, which includes SolidWorks and 3D-Printing with have enhanced manufacturing from just being a “shop class” to meeting industry standards. To improve our Manufacturing and Engineering program our CTE teacher has been working with the Science and Math Department Chairs developing integrated lessons. These integrated lessons will engage and enhance both traditional and non-traditional students to see the relevance of CTE courses and increase the number of students enrolled in CTE classes.

3. Describe the types of professional development afforded to the CTE teachers to ensure that they are current in their industry sector.

Our CTE instructor participates in several professional development opportunities throughout the year, including: Training the Trainer (with a local manufacturing), SolidWorks training at SolidWorks World, National Skills USA Advisor training, as well as through their participation in CCPT.

4. Share with us who your CTE teachers are and what type of credential they have that allows them to teach the CTE course(s) to which they are assigned. Complete and email the CTE Teacher Template/Matrix to your CDE consultant and enter the date you sent it below in the answer field.

Daniel W. Bill, Clear Full Time Designated Subject Vocational Ed/Auto/Mechanics/Welding, Clear Full Time Designated Subject Career Technical Transportation/Agriculture/Natural Resources/Building Trades/Construction - Expiration Date: 01/01/2020

CTE Teacher Template/Matrix sent on 04/20/2016

CTE Teacher Matrix
Please download the CTE Teacher Matrix.

LEA Sign-off Section
☑ Progress Report Toward Implementing the Local CTE Plan section is complete and ready for CDE review.

CDE Review and Sign-off Section

CDE Comments

☐ Section Approval

Save Save and Continue

California Department of Education
1430 N Street
Sacramento, CA 95814

Web Policy

5/24/2016
Program Grant Management System (PGMS)

Durham Unified
Application

Section V - Sequence of Courses Budget Detail

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</tr>
</tbody>
</table>

* Subject to change based on Capital Outlay and actual expenditures

Industry Sector: Manufacturing and Product Development
Pathway: Welding and Materials Joining

Add Budget Detail
Use this section to add expenditures for Welding and Materials Joining Pathway.

Object Code: Select Object Code

Program Detail
List of courses detail

| Object Name       | 4000 Books/Supplies |

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<table>
<thead>
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<tr>
<td>Budget Amount</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Narrative</td>
<td>3D Printing and metal manufacturing instructional supplies.</td>
</tr>
<tr>
<td>Action</td>
<td>Edit</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Object Name</th>
<th>5000 Services/Operating Expenses</th>
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<tbody>
<tr>
<td>Budget Description</td>
<td>Field Trips</td>
</tr>
<tr>
<td>Budget Category</td>
<td>(D) Transportation</td>
</tr>
<tr>
<td>Budget Amount</td>
<td>$1,098.00</td>
</tr>
<tr>
<td>Narrative</td>
<td>Travel for students to attendance conferences, post-secondary educational sites/college visits, Manufacturing Expos and work based learning sites.</td>
</tr>
<tr>
<td>Action</td>
<td>Edit</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Object Name</th>
<th>5000 Services/Operating Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budget Description</td>
<td>Travel &amp; Convention</td>
</tr>
<tr>
<td>Budget Category</td>
<td>(B) Professional Development</td>
</tr>
<tr>
<td>Budget Amount</td>
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</tr>
<tr>
<td>Narrative</td>
<td>Attending SolidWorks and Skills USA conferences.</td>
</tr>
<tr>
<td>Action</td>
<td>Edit</td>
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</table>

Overall Subtotal: $6,098.00

Continue to Sequence of Courses  Continue to Budget and Expenditure Schedule
Program Grant Management System (PGMS)

Durham Unified

Application

Section VI - Budget and Expenditure Schedule

<table>
<thead>
<tr>
<th>Allocation Amount</th>
<th>$6,098.00</th>
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<tbody>
<tr>
<td>Budgeted Amount</td>
<td>$5,058.00</td>
</tr>
<tr>
<td>Indirect Amount</td>
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<td>Application Due Date</td>
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<tr>
<td>Application Status</td>
<td>Not Submitted</td>
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<tr>
<td>Fiscal Activity</td>
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</tr>
<tr>
<td>Signed GAN Received by CDE</td>
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</tr>
</tbody>
</table>

* Subject to change based on Capital Outlay and actual expenditures

To add more budget detail, go to Section V.

<table>
<thead>
<tr>
<th>Object Code</th>
<th>(A) Instruction (Including Career Technical Student Organizations)</th>
<th>(B) Professional Development</th>
<th>(C) Curriculum Development</th>
<th>(D) Transportation and Child Care for Economically Disadvantaged Participants</th>
<th>(E) Special Populations Services</th>
<th>(F) Research Evaluation and Data Development</th>
<th>(G) Career and Academic Guidance and Counseling for Students Participating in CTE Programs</th>
<th>(H) Administration or Indirect Costs</th>
<th>Total</th>
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<tbody>
<tr>
<td>1000</td>
<td>$0.00</td>
<td>$0.00</td>
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<td>$0.00</td>
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<td>$2,098.00</td>
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<td>$1,000.00</td>
<td>$1,098.00</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$6,098.00</td>
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</table>

CDE Review and Sign-off Section

☐ Section Approved

http://www3.cde.ca.gov/pgms/svi.aspx

5/24/2016
Program Grant Management System (PGMS)

Durham Unified

Application

Section VII - Local CTE Plan Update

<table>
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<th>Allocation Amount</th>
<th>$6,098.00</th>
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<tr>
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<tr>
<td>Indirect Amount</td>
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<td>Application Status</td>
<td>Not Submitted</td>
</tr>
<tr>
<td>Fiscal Activity</td>
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</tr>
<tr>
<td>Signed GAN Received by CDE</td>
<td>Not Received</td>
</tr>
</tbody>
</table>

* Subject to change based on Capital Outlay and actual expenditures

Local CTE Plan Update

Applicants may update their local CTE plans annually, if necessary. Roview the local CTE plan benchmarks and make adjustments to reflect progress or additions to the CTE program. This is particularly important if:

- New courses have been added to an existing program sequence.
- New sequences of courses have been developed for an existing industry sector.
- A new industry sector and the corresponding sequences of courses have been developed.

Are there any changes made to the local CTE plan for ?

☐ Yes  ☐ No

Describe in detail the changes made to the CTE plan.

Sequence: Introduction to STEM - 7th and 8th grade Career Choices - 9th grade Manufacturing and Engineering I - 9th Grade Manufacturing and Engineering II - 10th Grade Computer Aided Manufacturing and Engineering III - 11th Grade Computer Aided Manufacturing and Engineering IV - 12th Grade Enhancements:
Integrated Lessons between ME/CAM classes and Core Academic courses in Math and Science STEM Career Exploration between MEA/CAM classes and elementary students - 3rd - 5th Grades Increased number of Work Based Learning students out in Industry.

Save Justification

LEA Sign-off Section

☑ Local CTE Plan Update section is complete and ready for CDE review.

CDE Review and Sign-off Section

☐ Section Approved

Save Save and Continue to Application Status

California Department of Education
1430 N Street
Sacramento, CA 95814

Web Policy
In the table below, list all the teachers whose programs will be funded through Perkins allocations (i.e. equipment, professional development, substitutes, externships, capital outlay items) for the 2016-17 school year. When the list is complete, email this as an attachment to the Perkins general mailbox with the following in the subject line: "Perkins Teacher List for 2016-17". If a new teacher is added during the school year you may add them to the list and email the list to the regional consultant. The Perkins general mailbox address is Perkins@cde.ca.gov

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name, Middle Initial</th>
<th>CTE Designated Subject (DS) or Single Subject (SS) Credential and Authorization Area</th>
<th>Expiration Date of Credential</th>
<th>CTE Pathway Assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bill</td>
<td>Daniel, W</td>
<td>Vocational Ed/Auto/Mechanics/Welding</td>
<td>1/1/2020</td>
<td>Manufacturing and Engineering</td>
</tr>
</tbody>
</table>
Quarterly Report on Williams Uniform Complaints
[Education Code § 35186(d)]

District: Durham Unified School District
Person completing this form: Len Foreman
Title: Superintendent
Quarterly Report Submission Date:
☐ April 2016
☐ July 2016
☐ October 2016
☐ January 2017

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

Please check the box that applies:
☐ No complaints were filed with any school in the district during the quarter indicated above.

☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

<table>
<thead>
<tr>
<th>General Subject Area</th>
<th>Total # of Complaints</th>
<th># Resolved</th>
<th># Unresolved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Textbooks and Instructional Materials</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Teacher Misassignments or Vacancies</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Facilities Conditions</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CAHSEE Intensive Instruction and Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTALS</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Len Foreman, Superintendent

Date: 6/15/2014

Send to: Educational Support Services, BCOE
G. Wilson
5 County Center Drive, Oroville, CA 95965
gwilson@bcoe.org or fax 530.532.5828
Eagle Scout candidate's name Matthew David Bradley

Eagle Scout Requirement 5
While a Life Scout, plan, develop, and give leadership to others in a service project helpful to any religious institution, any school, or your community. (The project must benefit an organization other than Boy Scouting.) A project proposal must be approved by the organization benefiting from the effort, your unit leader and unit committee, and the council or district before you start. You must use the Eagle Scout Service Project Workbook, No. 512-927, in meeting this requirement.
Eagle Scout Service Project Proposal

<table>
<thead>
<tr>
<th>Project Description and Benefit</th>
<th>Eagle Scout candidate: Matthew Bradley</th>
</tr>
</thead>
<tbody>
<tr>
<td>Briefly describe the project. Attach sketches or “before” photographs if these will help others visualize it. I will be installing a roof over the Durham High softball batting cage.</td>
<td></td>
</tr>
</tbody>
</table>

Tell how your project will be helpful to the beneficiary. Why is it needed? Theroof will allow the softball teams to take batting practice year round.

When do you plan to begin work on the project? July 15, 2016

How long do you think it will take to complete? It will take about a month.

Giving Leadership

Approximately how many people will be needed to help on your project? 5-12

Where will you recruit them (unit members, friends, neighbors, family, others)? Explain: I will recruit unit members, family members, freinds, and others who want to contribute.

What do you think will be most difficult about leading them? A difficult part of leading them will be being assertive and trusting them to complete the tasks that I assign them.

Materials

(Materials are things that become part of the finished project, such as lumber, nails, and paint.)

What types of materials, if any, will you need? You do not yet need a detailed list of exact quantities, but you must show you have a reasonable idea of what is required.

9 each-12’ posts 6x6 douglas fir, 10 each- 12’ beams 6x10 douglas fir, 45 each- 2x10 joists, 30 sheets OSB, 19 pcs metal roofing 30’ long each, 18 each 6x6 corner braces 4-5 feet long, 9 metal post braces, 4 corner post caps, 5 top post caps, 74 H-clips, , blue paint

Supplies

(Supplies are things you use up, such as masking tape, tarps, and garbage bags.)

What kinds of supplies, if any, will you need? You do not yet need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required.

20 each - 10’ 2x4 for bracing, and injury prevention equipment
Eagle Scout Service Project Proposal

Tools

What kinds of tools, if any, will you need?
shovels, drills, sheet metal staple gun, saws, sanders, paintbrushes, ladders, tractor with a bucket, hammers, levels, and wheelbarrows

Permits and Permissions
(Note that property owners normally secure permits.)

Will you need to secure permissions or permits (for example, building permits)? Who will obtain them?
How much will they cost? How long will it take to secure them?
Per school board, I will not need to obtain any permits.

Preliminary Cost Estimate
(You do not need exact costs. Reviewers will just want to see if you can reasonably expect to raise enough money to cover an initial estimate of expenses.)
(Enter your estimated expenses)  Fundraising Explain where you will get the money for total costs indicated below, left.

<table>
<thead>
<tr>
<th>Items</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Materials</td>
<td>2000.00</td>
</tr>
<tr>
<td>Supplies</td>
<td>100.00</td>
</tr>
<tr>
<td>Tools</td>
<td>200.00</td>
</tr>
<tr>
<td>Other*</td>
<td>500.00</td>
</tr>
<tr>
<td><strong>Total costs:</strong></td>
<td><strong>2800</strong></td>
</tr>
</tbody>
</table>

*Such costs as food, water, gasoline, parking, permits, equipment rental, sales tax, etc.

Project Phases

Think of your project in terms of phases and list what they might be. The first might be to complete your final plan. Others might include fundraising, preparation, execution, and reporting. You may have as many phases as you want, but it is not necessary to become overly complicated.

1. Project approval
2. Fundraising
3. Preparation of materials
4. Execution
5. Reporting
6.
7.
8.

Logistics (A Tour Plan has also been called a "Tour Permit." Check with your council service center to determine if one is required.)

How will you handle transportation of materials, supplies, tools, and helpers? Will you need a Tour Plan?

Materials will be delivered to the job site via Payless Lumber. On site we will use wheelbarrows. Automobiles will be used for transportation of tools and helpers.
Eagle Scout Service Project Proposal, continued

Safety Issues

Describe the hazards and safety concerns you and your helpers should be aware of as this project is conducted.

We will need to be aware of power tool safety rules, also we must be aware while working from heights. Must exercise caution while working by the underground electrical line.

Further Planning

(You do not have to list every step, but it must be enough to show you have a reasonable idea of how to complete a final plan.)

List some action steps you will take to complete a final plan. For example, “Complete a more detailed set of drawings.”

I have to go to a board meeting and get approval.
I need to finalize the exact materials needed.

Candidate’s Promise

(Signed before approvals below are granted)

On my honor as a Scout, I have read this entire workbook, including the “Message to Scouts and Parents or Guardians” on page 21. I promise to be the leader of this project, and to do my best to carry it out for the maximum benefit to the religious institution, school, or community I have chosen as beneficiary.

Signed: ________________________ Date: ________________

Unit Leader Approval*

I have reviewed this proposal and discussed it with the candidate. I believe it provides impact worthy of an Eagle Scout service project, and will involve planning, development, and leadership. I am comfortable the Scout understands what to do, and how to lead the effort. I will see that the project is monitored, and that adults or others present will not overshadow him.

Signed: ________________________ Date: ________________

Unit Committee Approval*

This Eagle Scout candidate is a Life Scout, and registered in our unit. I have reviewed this proposal, I am comfortable the project is feasible, and I will do everything I can to see that our unit measures up to the level of support we have agreed to provide (if any). I certify that I have been authorized by our unit committee to provide its approval for this proposal.

Signed: ________________________ Date: ________________

Beneficiary Approval*

This service project will provide significant benefit, and we will do all we can to see it through. We realize funding on our part is not required, but we have informed the Scout of the financial support (if any) that we have agreed to. We understand any fundraising he conducts will be in our name and that funds left over will come to us. We will provide receipts to donors as required.

Signed: ________________________ Date: ________________

Council or District Approval

I have read sections 9.0.2.0 through 9.0.2.15, regarding the Eagle Scout Service Project, in the Guide to Advancement, No. 33088. I agree on my honor to apply the procedures as written, and in compliance with the policy on “Unauthorized Changes to Advancement.” Accordingly, I approve this proposal. I will encourage the candidate to complete a final plan and further encourage him to share it with a project coach.

Signed: ________________________ Date: ________________

*While it makes sense to obtain them in the order they appear, there shall be no required sequence for the order of obtaining approvals marked with an asterisk (*). However, council or district approval must come after the others.
SUBJECT: Math Placement Policy

PREPARER: DHS Math Department, Terry Bennett

RECOMMENDATION: # Approve  # Do Not Approve
# Accept  # Discuss
# Information Only

BACKGROUND:
Senate Bill 359 (Chapter 508, Statutes of 2015), known as the California Mathematics Placement Act of 2015, was signed by Governor Jerry Brown on October 5, 2015, and took effect on January 1, 2016.

This act requires the governing boards that serve pupils entering grade nine to adopt "a fair, objective, and transparent mathematics placement policy" before the beginning of the 2016-17 school year.

This policy must be posted on the Web site.

Attachments:
- DHS Math Placement Policy

REFERENCES:
Durham High School

Math Placement Policy

Students shall be enrolled in mathematics courses based on the following placement protocols.

- Student earns a grade C or better in the prerequisite course to advance to the next course. (Student not achieving a C or better may repeat the course, take a credit recovery course, or elect to take a non-prep math course the following year.)
- Prior year teacher recommendation will be considered when placing students
- Score on placement test taken at the end of the previous course will be strongly considered
- Student SBAC scores will be considered in determining placement decision.

Prior to the Fall student Orientation, student and parent may request a review of the placement decision. Within 10 schools days of an initial placement decision or a placement decision upon reevaluation, a student and his/her parent/guardian who disagree with the placement may appeal the decision to the principal. The Superintendent or designee shall decide whether or not to overrule the placement determination within 10 school days of receiving the appeal. The decision of the Superintendent or designee shall be final.
January 13, 2016

Dear County and District Superintendents and Charter School Administrators:

IMPLEMENTING THE CALIFORNIA MATHEMATICS PLACEMENT ACT OF 2015

Access to mathematics courses that prepare students for college and career is essential for student success after high school. All students should have the opportunity to excel in mathematics, not just students who plan to enter the fields of science, technology, engineering, and mathematics (STEM). With fair, objective, and transparent placement policies in place, California's high school students will benefit from challenging mathematics courses that support their college and career goals.

Senate Bill 359 (Chapter 508, Statutes of 2015), known as the California Mathematics Placement Act of 2015, was signed by Governor Jerry Brown on October 5, 2015, and took effect on January 1, 2016.

The California Mathematics Placement Act of 2015 requires the governing boards or bodies of local educational agencies (LEAs) that serve pupils entering grade nine and that have not already done so to adopt "a fair, objective, and transparent mathematics placement policy" before the beginning of the 2016–17 school year. (LEAs are defined as county offices of education, school districts, state special schools, and charter schools.) The mathematics placement policy must be adopted in a regularly scheduled public meeting.

The mathematics placement policy for pupils entering grade nine must meet the following requirements:

- Systematically takes multiple objective academic measures of pupil performance into consideration;

- Includes at least one placement checkpoint within the first month of the school year to ensure accurate placement and to permit reevaluation of individual student progress;

- Requires an annual examination of pupil placement data to ensure that students are not held back in a disproportionate manner on the basis of their race, ethnicity, gender, or socioeconomic background;
January 13, 2016

Page 2

- Requires a report on the results of the annual examination by the local educational agency to its governing board or body;

- Offers clear and timely recourse for each pupil and his or her parent or legal guardian who questions the student’s placement; and

- For non-unified school districts, addresses the consistency of placement policies between elementary and high school districts.

The California Mathematics Placement Act of 2015 authorizes the governing boards or bodies of LEAs serving pupils who are transitioning between elementary school and middle or junior high school to develop and implement a mathematics placement policy that satisfies the requirements listed above. The governing board or body of an LEA shall ensure that its mathematics placement policy is posted on its Web site.

To view SB 359, visit the California Legislation Information Web site at http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB359.

If you have questions regarding the California Mathematics Placement Act of 2015, please contact Emily Oliva, Education Programs Consultant, in the STEM Office by phone at 916-319-0198 or by e-mail at EOliva@cde.ca.gov.

Sincerely,

Tom Torlakson

TT:eo

2016-00022
SUBJECT: Approve DHS Health Textbooks

PREPARER: Terry Bennett

RECOMMENDATION: □ Approve □ Do Not Approve
□ Accept □ Discuss
□ Information Only

BACKGROUND:

Approval to update our current Health textbooks, same publisher from 2007 to 2014.

<table>
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<th></th>
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<tr>
<td>9780133275117</td>
<td>Prentice Hall Health 2014 TE</td>
<td>Grade 9/12</td>
<td>113.47</td>
<td>2</td>
<td>($226.94)</td>
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<tr>
<td>9780133275810</td>
<td>Prentice Hall Health Guided Reading Workbook Answer Key</td>
<td>Grade 9/12</td>
<td>25.97</td>
<td>2</td>
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<tr>
<td>9780133275902</td>
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<tr>
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<td>Grade 9/12</td>
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</table>

*Items in ( ) denote no cost to the district.

Subtotal $8,147.00
Shipping $651.76
Total $8,798.76
DURHAM UNIFIED SCHOOL DISTRICT
Board Meeting Date: June 15, 2016

SUBJECT: Approve Ag Career Pathway - Viticulture

PREPARER: Tom Boyes, Terry Bennett, Dina Spaggiari

RECOMMENDATION:  ☒ Approve  □ Do Not Approve  
□ Accept  □ Discuss  
□ Information Only

BACKGROUND:

Ag Career Pathway Update:
The Ag Viticulture Advisory Committee met on June 1, 2016. At that meeting students presented the Farm Plan which included:

- First year goals
- Land Management
- Management Plan
- SWOT – Strengths, weaknesses, Opportunities, and threats
- Risk Assessment
- Year breakdowns
- Benefits of Program
- Budget

The Advisory Board is asking your approval of the plan and to break ground on June 20, 2016.
ADVISORY COMMITTEE

- Tom Boyes, Ag Instructor
- Becky Bill, Science Instructor (Integrated Learning)
- Jean Atkins, Career Choices Instructor
- Dina Spaggiari, Counselor
- Coleen Petersen, ROP
- Stephanie Welton, CCPT
- Terry Bennett, Principal
- Rocque Merlo, Merlo Family Inc.
- Mike Sohnrey, Sohnrey Family Farms
- Todd Southam, Southam Farms
- Joey Hubbard, MJB Welding
- Ed McLaughlin, DUSD Board Member
- Rayme Antonowich, Antonowich Farms
- Katelyn Sohnrey, Student
- Garrett Luce, Student
FIRST YEAR GOALS

The first year goals of the Durham High School Viticulture class are as follows:

- Develop the land
- Build and Install the trellis
- Have the students participate in the entire project
- Make this a youth partnership
- This will be a learning experience in all aspect of having a small business
- Make a successful small profit within the first year of production
LAND MANAGEMENT

➢ Durham Viticulture Farm Students will focus on building and maintaining a healthy, profitable vineyard. In the first year acres of wine grapes will be planted and there will be no cover crop. The students will mow around the plot regularly, which will help with weed control, and the students will follow land management protocol.
We understand that since this is a class farm, made for the student agricultural experience, the vineyard will not be run by one class or person there may be multiple classes or subjects involved in the vineyard project. The students will be doing the majority of the labor themselves with the supervision of the teacher of the class or subject. The students will be doing planting, pruning, training vines, harvesting, pressure bombing, soil evaluation, sugar level testing, water content, maintenance, land management, learning how to safely and properly use equipment. The teachers and students will be responsible for the financial matters. The students will be responsible for the marketing and processing with the teachers aid. Durham High viticulture project sets us out from other schools.
S.W.O.T. ANALYSIS
STRENGTHS

- Teaches management skills
- Shows local working environments
- Wine grapes has a profitable market
- Not many schools have opportunities to experience a vineyard
- Locally grown grapes are in demand
- College credits
- Support from local ag programs
WEAKNESS

- Youth and faculty not participating
- Funding running out
- Wine grape plants failing to grow properly
- Work not getting done in the proper time frame
OPPORTUNITIES

➢ Teaches about farm industry
➢ Shows students new job opportunities
➢ Profits toward Agriculture program
THREATS

➢ Loose markets
➢ We are not the only wine grape growers locally
➢ Disease
➢ Poor maintenance
RISK MANAGEMENT ASSESSMENT

The biggest risks for the viticulture project is wine grape plants failing to grow properly, youth losing interest, and funding running out.
Within the first year the classes hope to accomplish in this order:

1. Site Preparation
2. Staking the field
3. Trellis system
4. Irrigation system will be installed
5. Planting Vines
6. Training and Pruning
7. Fertilizing
8. Pest management
9. We hope to maintain and provide a healthy vineyard for all years to come.
SECOND YEAR

Within the second year the classes hope to accomplish:

1. Site management
2. Plant management
3. Training and Pruning
4. Fertilizing
5. Pest management
THIRD-FIFTH YEAR

Within the third year the classes hope to accomplish:

1. Site management
2. Plant management
3. Fruit (cluster) thinning
4. Training and Pruning
5. Fertilizing
6. Pest management
7. Harvest/Profit
THE BENEFITS

- Increased diversity at the school
- Diversity in the classes offered at Durham High School
- Teaches students about daily care on a farm
- Extended availability of local wine grapes for consumers
- Another income for the Durham High School AG Department
THE TARGET CUSTOMERS

➢ Local winery’s
➢ Bertagna and Gale Vineyards expressed their interest
➢ Grape Variety Barbara and Sangiovese
OUR POSITIONING

➢ There are very few other local growers in the area that we will be competing with the local wine grape market.
<table>
<thead>
<tr>
<th>Item</th>
<th>Item Cost per Acre</th>
<th>Total Cost</th>
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<tr>
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<td>Irrigation</td>
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<td>Site prep, layout, stake</td>
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</tr>
<tr>
<td>Planting labor</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
</tr>
</tbody>
</table>
Memorandum of Understanding

Between

Durham Unified School District

and

Durham Unified Teachers Association

This Memorandum of Understanding (MOU) sets the terms and understanding between the Durham Unified School District (District) and the Durham Unified Teachers Association (DUTA) to offer retirees annual cash payments in lieu of monthly retiree health benefit payments.

Purpose

This MOU will offer to DUTA unit members qualifying for post-retirement health benefits pursuant to section 16.9 of the collective bargaining agreement between the District and DUTA who have an effective retirement date between June 4, 2016 and June 30, 2016 the option of receiving four (4) annual cash payments of $8,700 payable on July 31 of each year commencing with the July 31st immediately following unit member’s retirement date. This election is irrevocable and may not be changed.

Terms

1. The District will provide a post-retirement option as follows.

2. Eligibility. Those certificated teaching employees who meet the criteria for post-retirement health benefits in section 16.9 A of the DUTA collective bargaining agreement.

   a. Are employed by the District as of May 26, 2016.
   
   b. Submit a written resignation to the District office no later than 4:00 p.m. on June 20, 2016, with an effective resignation date no later than June 30, 2016.
   
   c. Use the attached post-retirement option form.

3. Benefit option selection submitted pursuant to this MOU are irrevocable and may not be rescinded.

4. Eligible employees who timely submit their notice of resignation from District service will receive four (4) annual cash payments of $8,700 payable on July 31 of each year commencing with the July 31st immediately following unit member’s retirement date less
applicable taxes and withholdings. Employees agree to waive the benefits of section 16.9 of the
DUTA collective bargaining agreement in return for this retirement incentive option.

5. Eligible employees are not required to perform any duties after effective date of
retirement, but may voluntarily perform substitute service pursuant to the regulations of
CalSTRS.

6. All eligible employees shall keep the District advised of their address and telephone
number at which they may be contacted.

7. This agreement may not be amended without the written approval of both parties. This
agreement is the only agreement between the District and DUTA and there is no other written or
oral representation or agreements between the parties and no written or oral representations by
anyone else shall have any force or effect without written approval of both parties.

8. This post retirement benefit program is for the 2015-2016 school year only.

9. By adopting and/or implementing this post retirement benefit option, the District makes
no representations or other warranties, express or implied, regarding the tax or retirement effect
of any employee’s participation or election not to participate in this post retirement benefit
program. All employees shall be individually and exclusively responsible for determining the
tax and/or retirement impacts of personal decisions made in connection with the District’s post
retirement offer.

10. The District will execute required documents on behalf of the District and take whatever
additional actions are necessary to effectuate the post retirement benefit option and to maintain
compliance with all relevant laws.

11. Nothing in this MOU shall constitute or create a past practice or be deemed precedential
in any manner whatsoever.

12. Both parties recognize that the MOU shall not be effective unless and until it has been
approved by the District’s Governing Board and DUTA.

13. The undersigned parties represent that they have read and understand the terms of this
MOU and are authorized to execute this document on behalf of their principals.

**Duration**
This MOU shall sunset at 5:00 pm on June 30, 2016.

Len Foreman, Superintendent

Kara Rigsbee, DUTA Lead Negotiator

Date

Date

June 2, 2016
IRREVOCABLE NOTICE OF POST RETIREMENT BENEFIT OPTION WITH
DURHAM UNIFIED SCHOOL DISTRICT

I, ____________________________, hereby submit my irrevocable retirement benefit option request as an employee of the Durham Unified School District in conjunction with my resignation from the Durham Unified School District. My option selection shall become effective June 30, 2016, at which time I will no longer be employed by the Durham Unified School District. I understand that I am waiving the rights in section 16.9 of the DUTA collective bargaining agreement for monthly health insurance payments in return for the retirement option agreed upon between the District and DUTA for the 2015-16 school year.

Signed: _________________________ Date: _________________________
AGREEMENT FOR ARCHITECTURAL SERVICES

PROJECT NAME: Durham Unified School District Close-Outs
PROJECT NO.: 
DATE: 6/6/16 

AGREEMENT is hereby made between Nichols, Melburg & Rossetto, Architects, 300 Knollcrest Drive, Redding, CA 96002, hereinafter referred to as ARCHITECT and the following firm or individual, hereinafter referred to as CLIENT. This Agreement is subject to the provisions listed on page 2 and any attachments.

CLIENT INFORMATION: Durham Unified School District
9420 Putney Drive, Durham, CA 95938

SERVICES PROVIDED: The ARCHITECT will provide only the following services marked:

- Re-open DSA files and address Closeout/Certification issues
- Engage sub-consultants as required to address Closeout/Certification Issues

SERVICES EXCLUDED: The following services are specifically excluded from the scope of services and are available for an additional cost, which shall be negotiated separately.

- Schematic design
- Design development
- Construction documents
- Bidding or negotiation phase
- Energy calculations
- Structural engineering services
- Soils investigations and other geotechnical services
- Work performed by building contractors required to achieve “Close with Certification” of file.

BASIS OF COMPENSATION:

☐ Fixed Fee of $ ______
☐ ______% of Construction Cost
☐ Billed monthly based on accumulated charges
☐ Billed at completion of services rendered
☐ Billed monthly according to total percentage complete
☐ Billed monthly according to percentage complete in each phase

% Schematic Design
% Design Development
% Construction Documents
% Bidding or Negotiation Phase
% Construction Administration

For additional services provided outside of the scope of this Agreement, services shall be billed on an hourly basis in accordance with the attached schedule or by separate written Agreement.

The CLIENT agrees to pay ARCHITECT within thirty days after the date of billing. Payments due the ARCHITECT and unpaid under this Agreement shall bear interest on the unpaid balance at a rate of 1.5% per month which is an annual percentage rate of 18%. ARCHITECT may, at his discretion, stop work until payment is received.

This Agreement may be terminated by either party upon fifteen days written notice. Should this occur, ARCHITECT shall be compensated for all services performed to termination date, together with reimbursable expenses due.

Signed: Wesley King, Architect
License No. C-29216

Accepted: ____________________________ Date: ____________________________
SERVICES DEFINED:

1. SCHEMATIC DESIGN AND DESIGN DEVELOPMENT: The ARCHITECT shall review with the CLIENT alternative approaches to design and construction of the Project. Based on the mutually accepted design program and project budget requirements, the ARCHITECT shall prepare, for approval by the CLIENT, Design Documents consisting of drawings and other documents appropriate for the Project.

2. CONSTRUCTION DOCUMENTS: Based on the approved Design Documents, the ARCHITECT shall prepare Construction Documents consisting of Drawings and Specifications setting forth, in detail, the requirements for the construction of the Project. The ARCHITECT shall assist the CLIENT in connection with the CLIENT's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

3. BIDDING OR NEGOTIATION PHASE: The ARCHITECT shall assist the CLIENT in obtaining bids or negotiated proposals in awarding contracts for construction.

4. CONSTRUCTION PHASE: The ARCHITECT shall be a representative of the CLIENT during the Construction Phase. Instructions to the Contractor shall be forwarded through the ARCHITECT. The ARCHITECT shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the ARCHITECT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of such on-site observations, the ARCHITECT shall keep the CLIENT informed of the progress and quality of the Work, and shall endeavor to guard the CLIENT against defects and deficiencies in the Work of the Contractor. The ARCHITECT shall not have control of or be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents. The ARCHITECT shall review the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for general conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay.

CONSTRUCTION COST: It is recognized that neither the ARCHITECT nor the CLIENT has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the ARCHITECT cannot and does not represent that bids or negotiated prices will not vary from any opinions of cost or evaluation prepared by the ARCHITECT.

OWNERSHIP AND USE OF DOCUMENTS: Drawings and Specifications, as instruments of service, are and shall remain the property of the ARCHITECT whether the Project for which they are made is executed or not. The Drawings and Specifications shall not be used by the CLIENT on other projects, for additions to the Project, or for completion of this Project by others except by written agreement and with appropriate compensation to the ARCHITECT.

MISCELLANEOUS PROVISIONS: Notwithstanding any other provisions in this Agreement to the contrary, nothing herein contained shall be construed as:

1. Constituting a guarantee, warranty or assurance, either express or implied, that the Architectural Services will yield or accomplish a perfect outcome for the Project; or

2. Obligating the Consulting Architect to exercise professional skill or judgment greater than that which can reasonably be expected from other architect under like circumstances; or

3. An assumption by the Consulting Architect of the liability of any other party.

4. The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility that does not meet the accessibility and usability requirements of the ADA. The Client understands that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The Architect therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project. The Architect, however, cannot and does not warrant or guarantee that the Client's Project will comply with all interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.
5. In the event of any litigation or other dispute resolution arising from or related to this agreement or the services provided under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees, and all other related expenses in such litigation.

MISCELLANEOUS PROVISIONS: Notwithstanding any other provisions in this Agreement to the contrary, nothing herein contained shall be construed as;

6. If any one or more of the terms, provisions, or conditions of this Agreement are declared invalid, unenforceable, or void by a court of competent jurisdiction, none of the remaining terms, provisions, or conditions shall be affected and shall be valid and enforceable.”

7. This Agreement shall be governed by the laws of the State of California, except it will be conclusively presumed that both parties had an equal part in the drafting of this Agreement.

LIMITATION OF LIABILITY: The CLIENT agrees to limit the ARCHITECT's liability to the CLIENT and to all construction contractor and subcontractors on the Project, due to the ARCHITECT's breach of contract, negligent acts, errors, or omissions, such that the total aggregate liability of the ARCHITECT to all those named shall not exceed $100,000, or the amount of the ARCHITECT's fee, whichever is greater. The CLIENT further agrees to require of the Contractor a similar limitation of liability of the ARCHITECT and of the CLIENT to the Contractor and Subcontractors due to the ARCHITECT's negligent acts, errors or omissions. It is understood and agreed that the ARCHITECT has no constructive use of CLIENT's site; has no control or authority over the means, methods, and sequences of construction; and therefore has no ongoing responsibility whatsoever for construction site safety, a responsibility that has been wholly vested in the general contractor. Notwithstanding the above, ARCHITECT has a duty to preserve and protect public health, safety, and welfare. Accordingly, it is ARCHITECT's professional responsibility to take what ARCHITECT believes are prudent measures should ARCHITECT encounter situations that ARCHITECT believes create a danger to public health, safety, or welfare. OWNER understands this situation and agrees to defend ARCHITECT and hold ARCHITECT harmless from claims arising from ARCHITECT's exercise of professional responsibility in this regard.
### Hourly Rate & Reimbursable Rate Schedule
(Effective January 1, 2016)

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<thead>
<tr>
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<td>Structural Engineer</td>
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<tr>
<td>Architect, CASp</td>
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<tr>
<td>Senior Project Architect / Engineer</td>
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<tr>
<td>Project Architect / Engineer / Manager</td>
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<td>Architect</td>
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<td>Medical Planner</td>
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<tr>
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<td>Technical Assistant</td>
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<tr>
<td>Administrative</td>
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### REIMBURSABLE EXPENSE RATES:

**IN-HOUSE REPROGRAPHICS**

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<th>Item</th>
<th>Rate</th>
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<td>Prints 24x36</td>
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<td>Prints 30x42</td>
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<td>Color Copies 11x17</td>
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<tr>
<td>Plots 24x36 Bond</td>
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<td>Plots 30x42 Bond</td>
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<td>Scanning 36x48</td>
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Printing by outside source: $\text{Actual Expense} +

Alliance Project Management System:
- Server and Database use during Design: $40.00 per m
- Server and Database use during Construction: $80.00 per m

**TRAVEL EXPENSES**

Mileage: $\text{Current IRS allowed am}

Other Travel Related Expenses: $\text{Actual Expense} +

**AGENCY FEES**

Approval and Plan Check Fees: $\text{Actual Expense} +

**CONSULTANTS**

Consultant Billings: $\text{Actual Expense} +

Consultant Reimbursable Expenses: $\text{Actual Expense} +

**OTHER PROJECT RELATED ITEMS**

$\text{Actual Expense} +

\text{Note: Hourly rates and expenses will be updated on an annual basis throughout the duration of the project and services will be billed at the hourly rates in place at the time service is provided.}
May 16, 2016

Len Foreman
Durham Unified School District
9420 Putney Drive P.O. Box 300
Durham, CA 95938

MEMORANDUM OF UNDERSTANDING

Dear Len:

As requested by Sara Smith, BCOE Special Education agrees to provide Speech services, (as outlined in the IEP) for students attending BCOE’s Extended School Year Program at Durham High School, Room #201A. ESY dates are June 13 through June 30, 2016. The approximate cost will be $650. BCOE will create an S-Transfer Request for the actual cost for these services in July, 2016.

cc: Stacy Doughman, Special Education Director, BCOE
Sara Smith, Director of Special Education, Durham USD
DURHAM UNIFIED SCHOOL DISTRICT
Board Meeting Date: June 15, 2016

SUBJECT: Lions Club Donation to Softball Program

PREPARER: Terry Bennett and Brian Glover

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

BACKGROUND:
Over Spring Break the Softball field concession stand was vandalized. We had over $2800 worth of product stolen and damage done to the building.

We are requesting that the board approve the Softball program to accept a $650 donation from the Chico Breakfast Lions Club.

Mr. James Gates, Vice President, Memberships Chairmen for the Chico Breakfast Lions Club heard of the story and took the initiative and asked members to help.

REFERENCES:
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CLIENT AND CONSULTANT

CLIENT: Durham Coliseum Committee  
9420 Putney Drive  
Durham, CA 95938

DATE: April 18, 2016

CONSULTANT: NORTHSTAR ENGINEERING  
111 Mission Ranch Blvd., Suite 100  
Chico, CA 95926  
(530) 893-1600  
ATTN:

PROJECT: Durham Coliseum Staking  
Address: 9455 Putney Drive  
Phase: 2b

A. CLIENT AND CONSULTANT AGREE AS FOLLOWS:
Client agrees to engage Consultant according to the terms of this agreement ("the Agreement").

1. Consultant agrees to perform the services set forth on Exhibit "A" attached hereto and incorporated herein by this reference ("Scope of Services").

2. Client agrees (unless otherwise stated herein) to compensate Consultant for its Services according to the cost proposal attached hereto as Exhibit "B" and incorporated herein by this reference. Consultant reserves the right to increase the rates set forth in Exhibit "B" at reasonable intervals.

3. Client agrees to provide Consultant with any and all documents necessary to identify the ownership location and the condition of the Property, including but not limited to, deeds, maps, title reports and information, and permits; and to obtain for Consultant, upon request, the authorization of the owner to enter upon the Property for the purpose of conducting Consultant's Services thereon.

B. GENERAL PROVISIONS:
Client and Consultant agree that the following provisions shall be part of this Agreement:

1. **Ownership of Work Product.** Client acknowledges that all original papers, documents, maps, surveys, and other work product of Consultant and copies thereof produced by Consultant pursuant to this Agreement, except documents which are required to be filed with public agencies, shall remain the property of Consultant. This includes documents in electronic form. Consultant shall have the unrestricted right to use any such work product, for any purpose whatsoever, without the consent of Client. Client further acknowledges that its right to utilize the services and work product performed pursuant to this Agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this Agreement and Client has performed all obligations under this Agreement.

2. **Use of Work Product.** Client agrees not to use or permit any other person to use final maps, exhibits, legal descriptions, surveys, plans, details, calculations, or other work product ("Work Product") prepared by Consultant, which Work Product is not final, and which is not signed, and stamped or sealed by Consultant. Client agrees that Consultant is not responsible for any such use of non-final Work Product and waives any right to claim liability against Consultant therefore.

Client further agrees that final Work Product is for the sole use of Client for the specified purpose described in Exhibit A of this Agreement. Such final Work Product may not be altered or reproduced in any way nor used on any other project or for any other purposes than as specifically authorized by Consultant in writing prior to any such use, alteration, or reproduction.

Project No. 13-356  
Page 1 of 9

Client Initials  
Consultant Initials
3. **Changes in Work Product.** In the event Client agrees to permit or authorizes changes in the documents prepared by Consultant pursuant to this Agreement, to which changes Consultant has not previously consented to in writing, Client acknowledges that such changes and the effects thereof are not the responsibility of Consultant and Client agrees that Consultant is automatically released from any and all liability arising there from and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, agents and employees from and against all claims, demands, damages or costs arising there from unless caused by the sole negligence or willful misconduct of Consultant.

4. **Standard of Care.** Consultant’s services are to be performed pursuant to generally accepted standard of practice in effect at the time of performance and in the same or similar locale. Consultant makes no warranty either expressed or implied as to its findings, recommendations, or professional advice, except for compliance with the above standards.

5. **Basis of Compensation and Method of Payment.** Client recognizes that prompt payment of Consultant’s invoices is an essential aspect of the overall consideration Consultant requires for providing service to Client. Accordingly, Client agrees to advise Consultant as to the person to whom invoices should be addressed and such other pertinent details Consultant should observe to help Client expedite payment.

Client shall make an initial payment (retainer) upon execution of the Agreement. This retainer shall be held by Consultant and applied against the final invoice. Accounts are billed by the Consultant during the third week of each month for work done in the previous month, are due upon presentation and shall be considered Past Due if not paid prior to the next billing date. If payment is not received by Consultant prior to the next billing date, Client shall pay as interest an additional charge of one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is lower) of the Past Due amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

Payment of any invoice by Client to Consultant shall be taken to mean that Client is satisfied with Consultant’s services and is not aware of any deficiencies in those services.

If Client objects to any portion of an invoice, Client shall so notify Consultant in writing within 14 calendar days of the invoice date, and Client and Consultant shall work together to resolve the matter within 60 days of its being called to Consultant’s attention. Client shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated above shall be paid by Client on all disputed invoiced amounts resolved in the Consultant’s favor and unpaid for more than 30 calendar days after date of submission. If resolution of the matter is not attained within 60 days, either party may terminate the Agreement in accordance with conditions indicated in the Termination of Contract clause.

If Client for any reason fails to pay the undisputed portion of Consultant’s invoices within 30 days of the invoice date, Consultant has the right to cease work on the project and Client shall waive any claim against Consultant for damages and/or delays attributable to the cessation of services, and shall defend and indemnify Consultant from and against any claims for injury or loss stemming from Consultant’s cessation of service. Client shall also pay Consultant the cost associated with premature project demobilization. In the event the project is remobilized, Client shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

Under the Mechanic’s Lien Law (California Code of Civil Procedure, Section 1161 et. seq.) any contractor, subcontractor, laborer, supplier, or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property.

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

6. **Suspension or Termination of Performance.** In addition to any other rights Consultant may have for default of Client, if Client fails to pay Consultant within thirty (30) days after invoices are rendered, Client agrees invoices shall be considered past due and Consultant shall have the right to consider such default in payment a material breach of this Agreement, and upon written notice, the duties, obligations, and responsibilities of Consultant under this Agreement may be suspended or terminated at Consultant’s sole option.
7. **Timeline for Offer to Contract / Termination of Agreement.** This offer to contract is good for 14 days after the date shown below in the Consultant’s signature block. If Client fails to sign this contract within 14 days, the offer may be withdrawn making it null and void. Once this Agreement has commenced, it may be terminated by either Client or Consultant upon 30 days written notice to the other party. Client shall bring all outstanding charges current prior to termination of Agreement.

8. **Changed Conditions.** In the event Client discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes, Client agrees to notify Consultant and engage Consultant to prepare the necessary clarifications, adjustments, modifications or other changes to Consultant’s services before further activity proceeds. Further, Client agrees that any construction contracts for any project which involves Consultant’s Work Product shall include a provision that requires the contractor to notify Client of any changed field or other conditions after which Client shall timely notify Consultant. Changes to any applicable codes, laws, ordinances and regulations that require changes to the calculations, drawings and specifications may result in additional charges.

9. **Project Approval and Conditions of Approval.** There is no guarantee, implied or otherwise, that this project will be approved by the local agency or what the conditions of approval will be.

10. **Extra Work.** Client acknowledges that the scope of services described in Exhibit “A” are based upon conditions and requirements existing at the time of the execution of this Agreement. Client further acknowledges that clarifications, adjustments, modifications, and other changes may be necessary to reflect changed conditions or requirements. No tasks outside the agreed scope of services will be performed without prior written approval of the Client. Client agrees that if services not specified in this Agreement are provided, Client agrees to timely pay for all such services as “Extra Work” at the rates set forth (unless otherwise agreed herein) in Exhibit “B.” Any such additional services shall be performed subject to the terms and conditions of this Agreement as if specifically provided for herein.

11. **Payment of Costs.** Client shall pay the costs of checking and inspection fees, all application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement. In the event all or any portion of the services are suspended, and restarted, Client agrees to pay Consultant on demand, as extra service, any additional expense or services required by Consultant as a result of suspension of the services.

12. **Indemnity.** Client agrees to the fullest extent permitted by law, to indemnify and hold Consultant, its officers, directors, and employees harmless against all damages, liabilities or costs, including reasonable attorneys’ fees and defense costs, to the extent caused by Client’s conduct in connection with the project and the acts of its contractors, subcontractors, consultants or anyone for whom Client is legally liable. Client agrees to be solely and completely responsible for job site conditions during the course of Consultant’s performance including safety of all persons and property and to defend and indemnify and hold Consultant harmless from any and all liability, real or alleged in connection therewith, except liability arising from the sole negligence or willful misconduct of Consultant.

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Client, its officers, directors, and employees (collectively “Client”), harmless against all damages, liabilities or costs, including reasonable attorneys’ fees and defense costs, to the extent caused by Consultant’s negligent performance of professional services under this Agreement and that of its sub consultants or anyone for whom Consultant is legally liable. Neither Consultant nor the Client shall be obligated to indemnify the other party in any manner whatsoever for the other party’s own negligence.

13. **Delays.** Consultant is not responsible for delay caused by activities or factors beyond Consultant’s control including, but not limited to, delays caused by strikes, lockouts, work slowdowns or stoppages, accidents, inclement weather, acts of God, failure of Client to timely furnish payment as defined in Section B number 5 in this agreement, information or approval or disapproval Consultant’s work, faulty or untimely performance by Client or others, including contractors and governmental agencies. In the event such delays occur, Client agrees to save and hold Consultant harmless therefore.

14. **Lien Rights.** This Agreement shall not be construed to alter, affect or waive any lien or stop notice right or other remedy, which Consultant may have for the performance of services pursuant to this Agreement. Client agrees to separately provide to Consultant the present name and address of the record owner of the property on which Consultant is to perform its services. Client also agrees to separately provide Consultant with the name and address of any and all persons, including lenders, who are entitled to receive a preliminary notice.

15. **Liability Limits.** Client and Consultant have discussed the risks and rewards associated with this project, as well as Consultant’s fee for services. Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant’s total aggregate liability to Client and all contractors and subcontractors is limited

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**Project No.** 13-335  
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[Client Initials]

[Consultant Initials]
to three times the contract amount for any and all injuries, damages, claims, losses, expenses or claim expenses (including attorneys' fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Client further agrees to notify all contractors and sub-contractors of this limitation of Consultant's liability to them and require them to abide by this limitation of damages suffered by any contractor or subcontractor arising from Consultant's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Consultant's actions or inactions.

16. **Waiver.** Waiver by Consultant of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant and any such waiver shall not constitute a continuing waiver thereof.

17. **Advisory Only.** Consultant shall only act in an advisory capacity to Client in governmental relations. Client shall be responsible for all decision-making activities therein.

18. **Validity.** If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on Client and Consultant.

19. **Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

20. **Dispute Resolution:** All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to the Agreement will be submitted to non-binding mediation as a condition precedent to other remedies provided by law. If a dispute arises related to the services provided under the Agreement and that dispute requires litigation in addition to mediation as provided above, then:

   A. The claim will be brought and tried in the County where Consultant's principal place of business is located; and
   B. The prevailing party will be entitled to recover all reasonable costs incurred, including reasonable attorneys' fees.

21. **Time Bar to Litigation.** All legal actions by either party against the other for breach of the Agreement or for the failure to perform in accordance with the applicable standard of care, however denominated, shall be barred two (2) years from the date claimant knew or should have known of its claim, but in no event, no later than four (4) years from completion or cessation of Consultant's services.

22. **Assignment.** This Agreement shall not be assigned by either Client or Consultant without the prior written consent of the other. Consultant may, at Consultant's sole discretion, subcontract to third parties portions of the services to be performed hereunder.

23. **Inurement.** The Agreement shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant. Nothing in this Agreement however, shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Consultant. Consultant's services under this Agreement are being performed solely for the Client's benefit and no other party or entity shall have any claim against Consultant because of this Agreement or the performance or nonperformance of services hereunder.

24. **Entire Agreement.** This Agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both Client and Consultant.

25. **Acceptance and Commencement.** By execution of this Agreement Client accepts the terms hereof, acknowledges receipt of a copy hereof, including all exhibits, and authorizes Consultant to proceed with the services. In the event Client is not the owner of the property, Client represents that Client has obtained permission from said owner for Consultant to proceed.

26. **Code Compliance.** Consultant shall exercise usual and customary professional care in rendering a design complying with Consultant's current understanding of the applicable federal, state or local Code requirements. However, Consultant makes no guarantee or warranty either expressed or implied that its design complies with the Code. Client acknowledges that the standards for design practice under the Code are still evolving.

Client Initials

Consultant Initials
27. **Obtaining Permits from Governing Agencies.** Obtaining permits from the governing agencies for the Project is an important step in the construction process (where required). Duties of these agencies that add value to the Project include, but are not limited to, the plan check process and construction inspection, if applicable.

All Instruments of Service provided by Consultant are only valid if permits have been obtained. If permits have not been obtained, where required, all Instruments of Service shall be considered null and void. Client hereby waives any claim against Consultant for loss allegedly arising from the Project if the required permits have not been obtained.

It is the duty of the Client to notify Consultant if they are aware that any public agency permits have not been obtained. If Consultant becomes aware that permits have not been obtained (where required), Consultant is obligated to cease work on the Project, as required by California state law. Consultant may also, at its option, inform some or all parties involved with the Project of the absence of permits. These parties may include, but are not limited to, the Contractor, Architect, Owner and building department. California state law does not impose a duty on Consultant to investigate whether or not permits have been obtained.

28. **Third-Party Beneficiaries.** Nothing contained in the Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party, against either Client or Consultant. Consultant’s services under the Agreement are being performed solely for Client’s benefit, and no other party or entity shall have any claim against Consultant because the Agreement or the performance or non-performance of services hereunder. Client and Consultant agree to require similar provisions in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

29. **Preparation of Agreement.** By signing the Agreement, both parties consent that the Agreement has been prepared and negotiated equally by Client and Consultant.
IN WITNESS WHEREOF, the parties hereby execute this Agreement upon the terms and conditions stated above and on the date first above written.

CONSULTANT:

BY: Michael Mays
TITLE: Senior Surveyor
LICENSE NO. PLS 6967
SIGNED: 
DATE: 4-20-16

CONSULTANT:

BY: Nicole Ledford
TITLE: Associate Engineer
LICENSE NO. RCE 65939
SIGNED: 
DATE: 4-20-16

CLIENT:

BY: 
TITLE: 
SIGNED: 
DATE: 

CLIENT:

BY: Len Foreman
TITLE: Superintendent
SIGNED: 
DATE: 5/23/16

ATTACHMENTS included and made a part of this agreement:

<table>
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<tr>
<th>X</th>
<th>EXHIBIT “A”</th>
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Client Initials 
Consultant Initials 

04
04
EXHIBIT "A"
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CLIENT AND CONSULTANT

SCOPE OF SERVICES

Consultant agrees to perform the following services:

NorthStar Engineering shall provide the following professional services for the layout and construction of the Durham Coliseum Phase 2b Concession building and site in accordance with the plans. The following staking items of work are included:

1. One set of nails, set in the existing roadway offset at an offset specified by the contractor, to be used for rough grade, sawcut line, and finish grade curb, gutter and sidewalk.
2. One set of stakes for drainage facilities at an offset specified by the contractor.
3. One set of stakes for the wastewater facilities at an offset specified by the contractor.
4. One set of stakes for Final Building location at an offset specified by the contractor.

This scope includes only those items listed above and does not include any additional items such as, but not limited to, restaking, irrigation lines, paint striping or the maintenance and cleanup of stakes and/or offset points after they are set.

The staking of the above referenced items makes the following assumptions:

- Tasks 1-4 listed above will be completed in no more than two mobilizations with no more than 10 crew hours total.
- One set of stakes will be provided for the construction of each item listed above.

If staking for additional items not listed above are requested they will be charged at an additional negotiated cost or on a time and materials basis based on our current charge-out rates. If multiple (more than one) sets of stakes for the same item are requested they will be charged on a time and material basis at our current charge-out rates.
EXHIBIT "B"
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CLIENT AND CONSULTANT

COST PROPOSAL

1) CONSULTANT FEE: The estimated fee to complete the Scope of Services is $3,000.00

Estimated fees are based upon our experience with previous projects. Situations and requirements vary with each project and the actual cost may be more or less than this estimate. Client will be billed monthly for accrued costs.
**Engineering/Surveying**
- Principal Engineer/Surveyor: $175.00 per hour
- Senior Engineer/Surveyor: $145.00 per hour
- Associate Engineer/Surveyor: $130.00 per hour
- Assistant Engineer/Surveyor: $110.00 per hour
- Junior Engineer/Surveyor: $100.00 per hour
- Senior Designer/Technician: $90.00 per hour
- Junior Designer/Technician: $80.00 per hour
- One Person with GPS/Robotic: $150.00 per hour
- Two-Person Survey Crew: $190.00 per hour
- Three-Person Survey Crew: $220.00 per hour
- Two-Person Survey Crew (Prevailing Wage): $275.00 per hour

**Architecture**
- Architect: $145.00 per hour
- Senior Project Manager: $130.00 per hour
- Architectural Job Captain: $110.00 per hour
- Architectural Drafter: $90.00 per hour

**Environmental/Planning/GIS**
- Senior Biologist/Botanist/Planner: $130.00 per hour
- Associate Biologist/Botanist/Planner: $90.00 per hour
- Assistant Biologist/Botanist/Planner: $80.00 per hour
- GIS Analyst: $90.00 per hour

**Administrative**
- Administrative / Accounting / Clerical: $70.00 per hour

**Other**
- Litigation Support – Expert Witness Testimony: $350.00 per hour
- ATV/Snowmobile/Trimble GPS Unit: $55.00 per day
- Boat: $125.00 per day
- Mileage: $0.55 per mile
- Reproduction, Materials, Fees, Special Mail, Etc.: Cost + 15%
- Subcontractors: Cost + 15%
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CLIENT AND CONSULTANT

CLIENT: Durham Coliseum Committee
PO Box 122
Durham, CA 95938
(530) 894-1393

DATE: April 22, 2016

CONSULTANT: NORTHSTAR ENGINEERING
111 Mission Ranch Blvd., Suite 100
Chico, CA 95926
(530) 893-1600
ATTN:

PROJECT: Wastewater at County
Address: 9455 Putney Drive
Phase: 2b

A. CLIENT AND CONSULTANT AGREE AS FOLLOWS:
Client agrees to engage Consultant according to the terms of this agreement ("the Agreement").

1. Consultant agrees to perform the services set forth on Exhibit "A" attached hereto and incorporated herein by this reference ("Scope of Services").

2. Client agrees (unless otherwise stated herein) to compensate Consultant for its Services according to the cost proposal attached hereto as Exhibit "B" and incorporated herein by this reference. Consultant reserves the right to increase the rates set forth in Exhibit "B" at reasonable intervals.

3. Client agrees to provide Consultant with any and all documents necessary to identify the ownership location and the condition of the Property, including but not limited to, deeds, maps, title reports and information, and permits; and to obtain for Consultant, upon request, the authorization of the owner to enter upon the Property for the purpose of conducting Consultant's Services thereon.

B. GENERAL PROVISIONS:
Client and Consultant agree that the following provisions shall be part of this Agreement:

1. Ownership of Work Product. Client acknowledges that all original papers, documents, maps, surveys, and other work product of Consultant and copies thereof produced by Consultant pursuant to this Agreement, except documents which are required to be filed with public agencies, shall remain the property of Consultant. This includes documents in electronic form. Consultant shall have the unrestricted right to use any such work product, for any purpose whatsoever, without the consent of Client. Client further acknowledges that its right to utilize the services and work product performed pursuant to this Agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this Agreement and Client has performed all obligations under this Agreement.

2. Use of Work Product. Client agrees not to use or permit any other person to use final maps, exhibits, legal descriptions, surveys, plans, details, calculations, or other work product ("Work Product") prepared by Consultant, which Work Product is not final and which is not signed, and stamped or sealed by Consultant. Client agrees that Consultant is not responsible for any such use of non-final Work Product and waives any right to claim liability against Consultant therefore.

Client further agrees that final Work Product is for the sole use of Client for the specified purpose described in Exhibit A of this Agreement. Such final Work Product may not be altered or reproduced in any way nor used on any other project or for any other purposes than as specifically authorized by Consultant in writing prior to any such use, alteration, or reproduction.

[Signatures]
3. **Changes in Work Product.** In the event Client agrees to permit or authorizes changes in the documents prepared by Consultant pursuant to this Agreement, to which changes Consultant has not previously consented to in writing, Client acknowledges that such changes and the effects thereof are not the responsibility of Consultant and that Consultant is not liable for such changes. Client agrees that Consultant is automatically released from any and all liability arising therefrom and that Consultant is held harmless from any and all claims, demands, damages or costs arising therefrom unless caused by the sole negligence or willful misconduct of Client.

4. **Standard of Care.** Consultant’s services are to be performed pursuant to generally accepted standard of practice in effect at the time of performance and in the same or similar locale. Consultant makes no warranty either express or implied as to its findings, recommendations, or professional advice, except for compliance with the above standards.

5. **Basis of Compensation and Method of Payment.** Client recognizes that prompt payment of Consultant’s invoices is an essential aspect of the overall consideration Consultant requires for providing service to Client. Accordingly, Client agrees to advise Consultant as to the person to whom invoices should be addressed and such other pertinent details Consultant should observe to help Client expedite payment.

Client shall make an initial payment (retainer) upon execution of the Agreement. This retainer shall be held by Consultant and applied against the final invoice. Accounts are billed by the Consultant during the third week of each month for work done in the previous month, and shall be considered Past Due if not paid prior to the next billing date. If payment is not received by Consultant prior to the next billing date, Client shall pay an interest an additional charge of one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is lower) of the Past Due amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

Payment of any invoice by Client to Consultant shall be taken to mean that Client is satisfied with Consultant’s services and is not aware of any deficiencies in those services.

If Client objects to any portion of an invoice, Client shall so notify Consultant in writing within 14 calendar days of the invoice date, and Client and Consultant shall work together to resolve the matter within 80 days of its being called to Consultant’s attention. Client shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated above shall be paid by Client on all disputed invoice amounts resolved in the Consultant’s favor and unpaid for more than 30 calendar days after date of submission. If resolution of the matter is not attained within 80 days, either party may terminate the Agreement in accordance with conditions indicated in the Termination of Contract clause.

If Client for any reason fails to pay the undisputed portion of Consultant’s invoices within 30 days of the invoice date, Consultant has the right to cease work on the project and Consultant shall have the right to cease work on the project and Consultant shall have the right to consider such default in payment a material breach of this Agreement, and upon written notice, the duties, obligations, and responsibilities of Consultant under this Agreement may be suspended or terminated at Consultant’s sole option.

6. **Suspension or Termination of Performance.** In addition to any other rights Consultant may have for default of Client, if Client fails to pay Consultant within thirty (30) days after invoices are rendered, Client agrees that Consultant shall be considered Past Due and Consultant shall have the right to consider such default in payment a material breach of this Agreement, and upon written notice, the duties, obligations, and responsibilities of Consultant under this Agreement may be suspended or terminated at Consultant’s sole option.

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Client Initials

Consultant Initials
7. **Timeline for Offer to Contract / Termination of Agreement.** This offer to contract is good for 14 days after the date shown below in the Consultant's signature block. If Client fails to sign this contract within 14 days, the offer may be withdrawn making it null and void. Once this Agreement has commenced, it may be terminated by either Client or Consultant upon 30 days written notice to the other party. Client shall bring all outstanding charges current prior to termination of Agreement.

8. **Changed Conditions.** In the event Client discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes, Client agrees to notify Consultant and engage Consultant to prepare the necessary clarifications, adjustments, modifications or other changes to Consultant's services before further activity proceeds. Further, Client agrees that any construction contracts for any project which involves Consultant's Work Product shall include a provision that requires the contractor to notify Client of any changed field or other conditions after which Client shall timely notify Consultant. Changes to any applicable codes, laws, ordinances and regulations that require changes to the calculations, drawings and specifications may result in additional charges.

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Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Client, its officers, directors, and employees (collectively "Client"), harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Consultant is legally liable. Neither Consultant nor the Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

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Client further agrees to notify all contractors and sub-contractors of this limitation of Consultant’s liability to them and require them to abide by this limitation of damages suffered by any contractor or subcontractor arising from Consultant’s actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Consultant’s actions or inactions.

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   A. The claim will be brought and tried in the County where Consultant’s principal place of business is located; and
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Client Initials

Consultant Initials
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29. **Preparation of Agreement.** By signing the Agreement, both parties consent that the Agreement has been prepared and negotiated equally by Client and Consultant,
IN WITNESS WHEREOF, the parties hereby execute this Agreement upon the terms and conditions stated above and on the date first above written.

CONSULTANT:

BY: Dominickus J. Weigel III
TITLE: Senior Engineer
LICENSE NO. RCE 66282
SIGNED:
DATE: 4/22/16

CONSULTANT:

BY: Nicole Ledford
TITLE: Associate Engineer
LICENSE NO. RCE 65939
SIGNED:
DATE: Apr. 22, 2016

CLIENT:

BY:
TITLE:
SIGNED:
DATE:

CLIENT:

BY: Len Foreman
TITLE: Superintendent
SIGNED: 
DATE: 5/23/16

ATTACHMENTS included and made a part of this agreement:

| X | EXHIBIT "A" | SCOPE OF SERVICES |
| X | EXHIBIT "B" | COST PROPOSAL & STANDARD RATE SCHEDULE |
|    | EXHIBIT "C" | ANNOTATED PLAT |
|    | EXHIBIT "D" | |

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Client Initials
Consultant Initials
EXHIBIT "A"
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CLIENT AND CONSULTANT

SCOPE OF SERVICES

Consultant agrees to perform the following services:

Task 1: Wastewater Application and Inspection (Butte County Environmental Health)
The task effort will include:

- Submittal Package – Prepare an application package for a new construction system to be submitted to the Environmental Health Department of Butte County.
  - Deliverable: Consultant to provide plans, calculations and application for submittal; a second copy of the package will be provided to the Client.

- Construction Inspection and Certification – As per the requirements of the Environmental Health Department of Butte County site inspections will occur throughout system construction.

Note: This contract doesn’t include any soil testing at the project site. If required by Butte County Environmental Health an additional work authorization will be required.
EXHIBIT "B"
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CLIENT AND CONSULTANT

COST PROPOSAL

1) CONSULTANT FEE: The fixed fee to complete the Scope of Services is as follows:

   Task 1: $3,320.00

2) OUTSIDE FEES: Estimated outside costs associated with your project not included in the estimated professional fee(s) above:

   Butte County Fee - Application for New Construction
   Approximately $265.00 paid directly to Butte County Environmental Health

Estimated fees are based upon our experience with previous projects. Situations and requirements vary with each project and the actual cost may be more or less than this estimate. Client will be billed monthly for accrued costs.
# NorthStar Engineering

**EXHIBIT “B”**

**STANDARD RATE SCHEDULE**

**Effective February 1, 2016**

## Engineering/Surveying
- Principal Engineer/Surveyor: $175.00 per hour
- Senior Engineer/Surveyor: $145.00 per hour
- Associate Engineer/Surveyor: $130.00 per hour
- Assistant Engineer/Surveyor: $110.00 per hour
- Junior Engineer/Surveyor: $100.00 per hour
- Senior Designer/Technician: $90.00 per hour
- Junior Designer/Technician: $80.00 per hour
- One Person with GPS/Robotic: $150.00 per hour
- Two-Person Survey Crew: $190.00 per hour
- Three-Person Survey Crew: $220.00 per hour
- Two-Person Survey Crew (Prevailing Wage): $275.00 per hour

## Architecture
- Architect: $145.00 per hour
- Senior Project Manager: $130.00 per hour
- Architectural Job Captain: $110.00 per hour
- Architectural Drafter: $90.00 per hour

## Environmental/Planning/GIS
- Senior Biologist/Botanist/Planner: $130.00 per hour
- Associate Biologist/Botanist/Planner: $90.00 per hour
- Assistant Biologist/Botanist/Planner: $80.00 per hour
- GIS Analyst: $90.00 per hour

## Administrative
- Administrative / Accounting / Clerical: $70.00 per hour

## Other
- Litigation Support – Expert Witness Testimony: $350.00 per hour
- ATV/Snowmobile/Trimble GPS Unit: $55.00 per day
- Boat: $125.00 per day
- Mileage: $0.55 per mile
- Reproduction, Materials, Fees, Special Mail, Etc.: Cost + 15%
- Subcontractors: Cost + 15%

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**Project No. 13-350**

**Page 9 of 9**

**Client Initials**

**Consultant Initials**
DURHAM UNIFIED SCHOOL DISTRICT

Board Meeting Date:
June 15, 2016

SUBJECT: Home to School Transportation Fees

PREPARER: Ron Sherrod

RECOMMENDATION

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

BACKGROUND:

Board policy 3250 requires the board to annually review and approve the proposed transportation fee schedule for home to school transportation.

At this time district administration is not recommending an increase to the existing fee schedule. The proposed fees for the 2016-17 school year are as follows:

<table>
<thead>
<tr>
<th></th>
<th>Full Price</th>
<th>Reduced Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Round Trip</td>
<td>$275.00</td>
<td>$55.00</td>
</tr>
<tr>
<td>Annual One Way</td>
<td>$137.50</td>
<td>$27.50</td>
</tr>
<tr>
<td>Semester Round Trip</td>
<td>$137.50</td>
<td>$27.50</td>
</tr>
<tr>
<td>Semester One Way</td>
<td>$69.00</td>
<td>$13.75</td>
</tr>
<tr>
<td>Book of 10 One Way Passes</td>
<td>$13.00</td>
<td>$11.00</td>
</tr>
</tbody>
</table>
DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

☒ Original Declaration of Need for year: 2016-2017
☐ Revised Declaration of Need for year: _________________

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Durham Unified School District
District CDS Code: 61432

Name of County: Butte
County CDS Code: 04

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 06 / 15 / 16, certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

▶ Enclose a copy of the board agenda item

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2016.

Submitted by (Superintendent, Board Secretary, or Designee):

Len Foreman
Name
530-895-4692
Fax Number
530-895-4675 x227
Telephone Number
June 15, 2016
Date

Durham Unified School District P.O. Box 300 Durham, CA 95938
Mailing Address
Iforeman@durhamunified.org
Email Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County _________________ County CDS Code _________________

Name of State Agency _________________

Name of NPS/NPA _________________ County of Location _________________

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____ / ____ / ____ , at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, 2017.

▶ Enclose a copy of the public announcement
AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subject(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

<table>
<thead>
<tr>
<th>Type of Emergency Permit</th>
<th>Estimated Number Needed</th>
</tr>
</thead>
<tbody>
<tr>
<td>☒ CLAD/English Learner Authorization (applicant already holds teaching credential)</td>
<td>3</td>
</tr>
<tr>
<td>☒ Bilingual Authorization (applicant already holds teaching credential)</td>
<td>1</td>
</tr>
<tr>
<td>☒ Resource Specialist</td>
<td></td>
</tr>
<tr>
<td>☐ Teacher Librarian Services</td>
<td></td>
</tr>
<tr>
<td>☐ Visiting Faculty Permit</td>
<td></td>
</tr>
</tbody>
</table>

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

<table>
<thead>
<tr>
<th>TYPE OF LIMITED ASSIGNMENT PERMIT</th>
<th>ESTIMATED NUMBER NEEDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multiple Subject</td>
<td>3</td>
</tr>
<tr>
<td>Single Subject</td>
<td>4</td>
</tr>
<tr>
<td>Special Education</td>
<td>1</td>
</tr>
<tr>
<td>TOTAL</td>
<td>7</td>
</tr>
</tbody>
</table>
EFFORTS TO RECRUIT CERTIFIED PERSONNEL
The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved intern program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program?  
☐ Yes  ☒ No

If no, explain. ____________________________

Does your agency participate in a Commission-approved college or university intern program?  
☒ Yes  ☐ No

If yes, how many interns do you expect to have this year? ____________________________

If yes, list each college or university with which you participate in an intern program.

________________________________________________________________________

________________________________________________________________________

If no, explain why you do not participate in an intern program.

________________________________________________________________________

________________________________________________________________________
ANNUAL STATEMENT OF NEED
30-DAY SUBSTITUTE and
DESIGNATED SUBJECTS CAREER TECHNICAL EDUCATION 30-DAY SUBSTITUTE TEACHING PERMITS

INSTRUCTIONS TO THE EMPLOYER

This statement of need must be filed at the school district office each school year when employing holders of Emergency 30-Day Substitute Permits. The employing agency will complete a single statement of need form (below) and retain the form at the school district office.

The form must be completed annually, indicating that either no credentialed person is available or that those available are not deemed qualified for substitute teaching and details of the circumstances that necessitate the use of emergency permit holders rather than fully credentialed teachers.

This statement of need form does not require listing specific employees or their positions. The form must be signed by the superintendent of the employing school district. It does not need to be co-signed by the county superintendent of schools.

A copy of the form does not need to be submitted to the county or the Commission with each Emergency 30-Day Substitute Teaching Permit application; however, the county superintendent of schools, whose responsibilities include areas such as district payroll or district substitute placement, may request a copy of the district’s statement of need form to accurately fulfill these duties.

County superintendent of schools offices employing holders of the Emergency 30-Day Substitute Teaching Permit are also required to annually file, at their office, this completed statement of need form. The county superintendent of schools will sign the form.

The Commission does not require that the school board approve the statement of need. The individual school district may establish its own policy regarding this matter.

References: California Education Code, Sections 44225 and 44300 and California Code of Regulations, Title 5, Sections 80023, 80025 and 80026
This form must be signed by either:

☑️ The district superintendent of schools and filed at the school district office if the holder of any Emergency 30-Day Substitute Teaching Permit will be employed as a substitute in a public school operated by a school district.

☐ The county superintendent of schools and filed at the county superintendent of schools' office if the holder of any Emergency 30-Day Substitute Teaching Permit will be employed as a substitute in a county-operated school.

Certification and Authorized Signature
The district superintendent of schools or the county superintendent of schools has reviewed the information contained in this statement of need and certifies one the following:

☑️ Either a credentialed person is not available or one or more credentialed persons are available, but are not deemed qualified by the district or county, as applicable, to serve as a day-to-day substitute teacher.

☐ The situation or circumstances that necessitate the use of an emergency permit holder are as follows: (Attach additional sheets, if necessary.)

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

I hereby certify that all of the information contained in this statement of need is true and correct.

Signature of the District Superintendent

Durham Unified School District 6/15/2016

District Date

Butte

Signature of the County Superintendent of Schools

County Date

It is not necessary to submit this form to the Commission on Teacher Credentialing.
**DURHAM UNIFIED SCHOOL DISTRICT**

**Board Meeting Date: 6/15/2016**

<table>
<thead>
<tr>
<th>SUBJECT:</th>
<th>Approval of use of funds from the Education Protection Account (EPA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>PREPARER:</td>
<td>Ron Sherrod</td>
</tr>
</tbody>
</table>

<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:**

Proposition 30, *The Schools and Local Public Safety Protection Act of 2012*, approved by the voters on November 6, 2012, temporarily increases the state’s sales tax rate by .25% through 2016, as well as an increase to personal income for upper-income taxpayers until 2018. Unless extended by the voters, these higher taxes will expire.

The revenues generated from Proposition 30 are deposited into a defined state account called the Education Protection Account (EPA). EPA funds received, is merely a part of the state aid in the LCFF calculation. LCFF revenue is now comprised of three funding sources: State Aid, EPA and Property Taxes.

Entitlements are scheduled to be paid in four (4) equal quarterly payments and deposited into a defined resource. Estimated EPA allocation for the 2016-2017 fiscal year is projected to be $1,335,615.

As a condition of Proposition 30, local Governing Boards are required to publicly discuss the use of EPA funds. Districts may not use EPA funds for salaries or benefits of administrators or any other administrative costs.

The district has been utilizing EPA funds for teacher’s salaries and benefits at the elementary school (DES). I am recommending that DUSD continue to expend the EPA funds for DES teacher salaries for the 2016-17 school year.
## Durham Unified School District

### Education Protection Account (EPA)

#### Multi-Year Spending Plan

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>EPA Entitlement</strong></td>
<td>$1,177,307</td>
<td>$1,385,847</td>
<td>$1,335,615</td>
<td>$1,215,392</td>
<td>$578,638</td>
</tr>
<tr>
<td><strong>Planned Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>DES Elementary School Teacher Salaries &amp; Benefits</strong></td>
<td>$1,177,307</td>
<td>$1,385,847</td>
<td>$1,335,615</td>
<td>$1,215,392</td>
<td>$578,638</td>
</tr>
</tbody>
</table>
NOTIFICATION TO CONSOLIDATE GOVERNING BOARD MEMBER ELECTIONS

Date: May 23, 2016

TO THE DURHAM UNIFIED SCHOOL DISTRICT GOVERNING BOARD:

In accordance with the provisions of the Education Code, you are hereby notified that the governing board member election to be held on November 1, 2016, is required to be consolidated with the General Election in Butte County.

NUMBER OF GOVERNING BOARD MEMBERS TO BE ELECTED:

3 for a 4 year term to fill the seats of the following governing board members:
    Robert Bultempa
    Mark Kimmelshue
    Ed McLaughlin

0 for a 2 year term to fill the seat of the following governing board members:

Tim Taylor
County Superintendent of Schools
Butte County

*Notification to a high school board may name elementary districts here or an attached list, or may read here "in each elementary school district comprising the above named High School Districts."

Remaining Board Members: Todd Southam – (Term Expires 2018)
                             Lance Smith – (Term Expires 2018)
RESOLUTION # 16-13
ORDER OF ELECTION
(Education Code Sections 5000, 5018, 5304, and 5322)
RESOLUTION ORDERING GOVERNING BOARD MEMBER ELECTION

WHEREAS, the regular biennial election of Governing Board members is ordered by law pursuant to Section 5000 of the Education Code to fill offices of Governing Board members of the Durham Unified School District of Butte County, now be it

RESOLVED that, the County Superintendent of Schools for this county call the election as ORDERED and in accordance with the designations contained in the following Specifications of the Election Order made under the authority of Education Code Sections 5304 and 5322.

SPECIFICATIONS OF THE ELECTION ORDER

The election shall be held on Tuesday, November 1, 2016.

The purpose of the election is to elect 3 members of the governing board of the

BUTTE-GLENN COMMUNITY COLLEGE DISTRICT

Offices Subject to Election: 3 Members 4 year terms
Robert Butema / Mark Kimmelshue / Ed McLaughlin
0 Members 0 year terms

IT IS FURTHER ORDERED that the clerk or secretary of the Durham Unified School District Governing Board shall deliver not less than 123 days prior to the date set for the election, one (1) copy to the officer conducting the election.

The foregoing Resolution and Order was adopted by a formal vote of the Durham Unified School District Governing Board of Butte County, being the board authorized by law to make the designations therein contained on November 1, 2016.

Signed: (Clerk/Secretary of the Governing Board)

Instructions: After the Order of Election is adopted by the board, the clerk or secretary should sign the Order and deliver two (2) copies to the County Superintendent of Schools and one (1) to the officer conducting the election, not less than 123 days prior to the date set for the election (Education Code 5322). One (1) of these copies is to be delivered by the County Superintendent to the County Clerk or Registrar of Voters, with a copy of the Notice of Election, at least 120 days prior to the day of election (Education Code 5324).

(1) Instruction: If the election is called under Education Code Section 5018 insert: "Another purpose is to measure whether the number of members of the governing board of District shall be increase from three to five."
And
"Another purpose of the election shall be to elect two additional members of the governing board of District to serve if the above measure is approved."

Remaining Board Members: Todd Southam (term expires 2018) Lance Smith (term expires 2018)
RESOLUTION # 16-14
REGARDING COSTS OF CANDIDATES' STATEMENTS

WHEREAS, pursuant to Elections Code § 13307 - 133307.5, each candidate for elective office may prepare a candidate's statement for inclusion in the voter's pamphlet.

[Robert Bultema / Mark Kimmelshue / Ed McLaughlin]

BE IT THEREFORE RESOLVED by the Durham Unified School District Governing Board, that each candidate for a position on the Governing Board shall be required to pay his or her pro rata share of the cost of printing, handling, translating and mailing of the candidate's statement filed pursuant to California Elections Code § 13307 - 133307.5, in accordance with said section for the General Election to be held on November 1, 2016.

PASSED AND ADOPTED by the Durham Unified School District Governing Board this ______ day of ________________, 2016 by the following vote:

AYES: ________________________ (Board Member's Names)

NOES: ________________________ (Board Member's Names)

ABSENT: ________________________ (Board Member's Names)

ABSTENTION: ________________________ (Board Member's Names)

________________________________________ (President of the Governing Board)

ATTEST:

By______________________________
(Secretary to the Board)
RESOLUTION # 16-15
ESTABLISHING PROCEDURE
IN CASE OF TIE VOTE AT GOVERNING BOARD ELECTION

WHEREAS, 3 members of Durham Unified School District Governing Board are to be elected at the November 1, 2016 election; and

WHEREAS, Education Code Section 5304 provides that the Governing Board has the duty to resolve tie votes in governing board elections; and

WHEREAS, Education Code Section 5016 provides that the Governing Board may either call a runoff election or determine the winner or winners by lot.

BE IT THEREFORE RESOLVED that, in the event a tie vote makes it impossible to determine which of two or more candidates has been elected to the Governing Board, the winner shall be determined by lot.

PASSED AND ADOPTED by the Durham Unified School District Governing Board, this __________ day of ________________________, 2016 by the following vote:

AYES: ________________________________ (Board Member's Names)

NOES: ________________________________ (Board Member's Names)

ABSENT: ________________________________ (Board Member's Names)

ABSTENTION: ________________________________ (Board Member's Names)

______________________________ (President of the Governing Board)

ATTEST:

By ________________________________ (Secretary to the Board)