



9420 Putney Drive, Durham, CA 95938

## Special Session Governing Board Meeting Agenda

Wednesday, November 16, 2022

**District Board Room** 

5:45 PM Closed Session ~ 6:30 PM Open Session

Or

Join Zoom Meeting

https://durhamunified.zoom.us/j/87487591634?pwd=WFhDdXIDdjIwZ3VPWnZWUHJaeCtoZz09

Passcode: durham

+1 669 900 6833 Webinar ID: 874 8759 1634

Passcode: 432944

- A. CALL TO ORDER
- **B. MOVE TO CLOSED SESSION**
- C. CLOSED SESSION
  - 1. Conference with Labor Negotiators Agency designated representatives: Board President Unrepresented Employee(s): Superintendent (Government Code 54957.6)
  - 2. Conference with Labor Negotiators Agency designated representatives: Superintendent John Bohannon; 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: (Government Code 54957)
  - 5. Public employee appointment/employment: (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:

Williams Uniform Complaint

Page

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#### I. ITEMS FROM THE PUBLIC:

The law allows the public to address the governing board on any school district matter, whether or not it is on the agenda, but the law prohibits action or discussion by the Board on non-agenda items. A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to comment as briefly as the subject permits. Individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board shall limit the total time for public input on each item to 20 minutes. With Board consent, the president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The president may take a poll of speakers for or against a particular issue and

may ask that additional persons speak only if they have something new to add. (BB 9323)

"Questions or concerns expressed may be referred to Superintendent, John Bohannon, for a response or resolution. Those persons wishing to contact the Superintendent may do so by phone at (530) 895-4675 or by email at <a href="mailto:jbohannon@durhamunified.org">jbohannon@durhamunified.org</a>"

I. DISTRICT REPORTS	Page
DUTA	3-6
Principals	
Director of Student Services and Supports	7
MOT	8
Assistant Superintendent to Business and Operations	9
Superintendent	

## J. ITEMS FROM THE BOARD

## K. CONSENT AGENDA

1.	Approve 10-26-2022 Board Minutes	10-15
2.	Approve October 2022 Accounts Payable	16-20
3.	Approve Agreement between Butte County Office of Education Induction Program and Durham Unified School District.	21-26
4.	Approve Social, Emotional Learning Focal School Funding Grant from Butte County Office of Education.	27-33
5.	Approve \$750 donation from Durham Rotary to the Durham FFA Chapter for their trip to the National FFA	34
	Convention in Indianapolis, Indiana October 26-29, 2022.	

## L. Employment:

## Certificated Retirement

Staff	Position		Date
Kasey Hardesty	DES Teacher	36 years in education	6/30/2022
Ramie Pisenti	DES Teacher	36 years in education	6/30/2022

## Classified Hire

Staff	Position	Date
Ciera Yocum	6 Hr. SPED Para	11/14/2022
Jesse Hubbard	Bus Driver/Utility Person	11/28/2022

## Classified Abandon Position

Staff	Position	Date
Scott Haley	Bus Driver/Utility Person	11/1/2022

## Coach Hire

Coach	Sport		Date
Stacy Button	Comp Cheer P	AID	11-16-2022
Darien Heyl	Comp Cheer	Volunteer	11-16-2022
Jordin Mojica	Boys and Girls Soccer	Volunteer	11-16-2022
Jason Gibbs	Boys and Girls Soccer	Volunteer	11-16-2022
Kiara Harry	Boys and Girls Soccer	Volunteer	11-16-2022
Sophia King	DIS 7 <sup>th</sup> Grade Boys Basketball PA	AID	11-16-2022
Shane Scott	DHS Wrestling	Volunteer	11-16-2022
Armand Brett	DHS Wrestling	Volunteer	11-16-2022
Brandon Sanders	DHS Wrestling Paid Assistan	nt	11-16-2022
Jace Buck	DHS Girls Basketball	Volunteer	11-16-2022

## M. DISCUSSION/ACTION ITEMS:

 Discussion/Action: Approve date for Annual Organizational Meeting for Durham Unified School District 35 Board of Trustees election of officers.

2.	Discussion/Action: First reading of Durham Unified School District September Quarterly Board Policy updates.	Page 36-58
3.	Approve California Schools Healthy Air, Plumbing, and Efficiency (CALSHAPE) Standard Grant.	59-84
4.	Discussion/Action: Approve Resolution # 22-4 California Schools Healthy Air, Plumbing, and Efficiency Program Grant up to \$260,081.71.	85-87
5.	Discussion/Action: Approve DUSD/DUTA 2022-2023 Tentative Agreement.	88-94
6.	Discussion/Action: Approve DUSD/CSEA Durham Chapter #478 2022-2023 Tentative Agreement.	95-118
	Discussion/Action: Approve Public Disclosure of the Tentative Agreements between Durham Unified School District and DUTA, CSEA Chapter #478, Confidential Classified and Administration Staff.	119 <b>-</b> 142

## N. NEXT BOARD MEETING DATE: December 14, 2022 (Regular Meeting, Annual Organizational Meeting)

## O. ADJOURNMENT

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

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

SUBJECT: Williams Uniform	n Compliant Quar	terly Report	
	Approve Accept Information Only	☐ Do Not Approve ☐ Discuss	
Background:			
Approval of the October Williams U	Uniform Quarterly Re	eport.	
	2		
y.			

## **Quarterly Report on Williams Uniform Complaints**

[Education Code § 35186(d)]

Date: 11 – 16-2022
Title: District Secretary
pril 2023
aly 2022
ctober 2022
nuary 2023

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

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Misassignments or Vacancies			
Facilities Conditions			
CAHSEE Intensive Instruction and Services			
TOTALS			

Print Name of District Superintendent:

John Bohannon

Signature of District Superintendent:

Date: 11-16-2022

Send to: Student Programs and Educational Support BCOE | Attn: G. Wilson 1859 Bird Street, Oroville, CA 95965 gwilson@bcoe.org or fax 530.532.5762



**Board Meeting Date: 11-16-2022** 

SUBJECT: Durham Eler	mentary School Report		
PREPARER: Principal			
RECOMMENDATION:	☐ Approve ☐ Accept ☐ Information Only	☐ Do Not Approve☐ Discuss	

## Background:

**Durham Elementary School** 

Enrollment: 463 (up 2)

November 16, 2022

Events/Happenings: November is flying by! The DELAC Committee hosted a Dia de Los Muertos Museum on Wednesday, November 2nd in Maggie Mendoza's room at DES with many DES classes visiting and learning about the holiday. Later that evening they hosted a potluck celebration for Dia de Los Muertos that was very well attended with about 80 people in attendance. PTS held a Mother-Son (or other special guest) Superhero Date Night at CalSkate in Chico from 6:00-8:00PM on Monday, November 7th, with about 175 registered and more attending that evening. On Tuesday, November 8th and Wednesday, November 9th, Principal Brown held her second monthly Principal's Lunch where students brought their lunches (grades K/1, 4/5 and 2/3 separately) and ate lunch with the Principal and received a certificate and a special treat. The end of the first trimester was on Wednesday, November 9th and teachers worked hard to implement our new Standards Based Report Cards in Illuminate. We have Minimum Release Days Tuesday, November 15th-Thursday, November 17th for Parent-Teacher Conferences with students being dismissed at 12:20PM. The Butte County Farm Bureau will be holding their county level Agribee on Friday, November 18th at 10:00AM at the Barn at Meriam Park in Chico; our finalists, 4th grader Carmella Rocca and 5th grader Conor Lucanic (along with our alternate 5th Grader Rylan Sharrah), have been practicing and will represent DES. By the end of the month, all 4th grade classes will have visited the Gateway Science Museum on a field trip. Mr. Coffee's class plans to take an all day field trip to the Big Chico Creek Ecological Preserve on Friday, November 18th. The 4th grade classes are currently practicing for their upcoming VAPA performances. Everyone is looking forward to a well-deserved Thanksgiving break.

Staff Meeting: Our November staff meeting began with a New Tech Network Practice Cards Culture Building Activity where staff engaged in small groups to reflect and discuss their "Why?" for getting out of bed and showing up to work every day; groups shared their key takeaways, which differed based on where they were in their career, but one overarching takeaway was a love for kids. We also did a UDL review and wrap-up from our October 17th Professional Development; went over some updates and important upcoming dates; discussed interest in forming a team to participate at the Science Olympiad in Chico on February 25th and hosting a Family Science Night at DES in January; we discussed the CAASPP scores again; reviewed the new DES Parent Report Card Guide; and, Carol Sylvester visited again to help with Illuminate Report Cards as we neared the end of the trimester.

Outreach to Parents/Community: We had great parent turnout at our Halloween Costume Parade that was held on the DES playground at the start of school on Monday, October 31st. Many parents returned that afternoon to volunteer in the classes with a variety of fun activities planned for the students. Our local Durham businesses and community were very generous to our Kindergarten trick-or-treaters this year; they came back with smiles on their faces and bags filled with lots of treats! We continue to have a tremendous amount of parents volunteering in the classroom, through Art Docent, or by driving students on field trips. Our Parent Teacher Student Organization (PTS) met in the Blue Room at Durham Park and Rec. on Friday, November 4th and further discussed many of the fun events planned to be held throughout the remainder of the school year, including the Mother-Son Superhero Date Night, Teacher Appreciation, and the Christmas Boutique. The District English Language Advisory Committee (DELAC) held their Dia de Los Muertos celebration on Wednesday, November 2nd with great attendance. DES School Site Council (SSC) will meet again on Wednesday, November 30th and we will further discuss their responsibilities and begin looking at data. Ongoing communication continues to keep our parents informed through Parent Square. I have an open door policy for parents and educational partners, and I am always available through email and phone.

SUBJECT: DIS Principa	al Report	
PREPARER: Lora Fox	a resport	
RECOMMENDATION:	☐ Approve	☐ Do Not Approve
-	☐ Accept	Discuss
	Information Only	_ Disease
	miormation omy	
<b>Shout Outs/Events:</b>		
• Veterans Recognition -	- DIS is asking the commun	nity to fill out a google form sent out via
ParentSquare, asking for those	e families to recognize any	Veteran they know. Our goal is to recognize a
veteran every day before the p	ledge of allegiance. DIS sta	arted this on November 1st. Thank you Debbie
Ilukowicz for thinking of this.	7th Grade Girla Poskethall	Toom for alooing 201 in the Cl. All City
Tournament.	7 III Grade Giris Basketbari	Team for placing 2nd in the Chico All City
Collaboration/Staff Information	tion:	
Mondays will continue collaboration.	to be used for MTSS train	ing and meetings and for grade level/subject
	working with 6th and an a	Caidov with CEI land II I
our Mister Brown Choose Wel	Vorking with oth graders of I Campaign. We continue to	n Friday with SEL lessons. Her lessons tie into to hand out Choose Well Tickets to students who
stand out with a good choice.	We pull 5-10 students from	the bucket every Friday for prizes.
<ul> <li>DIS staff have reviewed</li> </ul>	d the 2021-2022 CAASPP	generally. Within the next couple of months the
staff will look at the scores mo	re intricately (by subgroup	s) and compare scores with MAP assessment
data.		
From the Office / Events:		
Nov. 10 - DIS PTS Date	nce - Disco Fever!	
Nov. 17 - 7th Grade Me	edieval Feast	
• Dec. 23 - Minimum Da	y and End of Quarter 2	
Enrollment: 6th =67	7th = 77 $8th = 81$ To	OTAL = 225

SUBJECT: DHS Princip	oal Report	
PREPARER: Marty Wilk		
RECOMMENDATION:	☐ Approve	☐ Do Not Approve
	☐ Accept	☐ Discuss
	Information Only	
	- Indianation only	
<b>Shout Outs/Events:</b>		
	-5-22 at Patrick Ranch	Museum.
		ssful trip to the national FFA conference
with 11 Durham students.		
Collaboration/Staff Info		
<ul> <li>Ag teachers will be</li> </ul>	attending an Ag Educa	ation Conference in Fresno
Teachers will be loc	oking at state and local	data to help guide instruction
• DHS is working wi	th Butte College in an e	effort to have a Butte Spanish III class on
campus during the spring	semester.	
Every the Off /E		
From the Office / Events		
		School Center for the Arts.
_	I start the week of 11-1	10-22. We will be hosting in the first
round.		
<b>Enrollment:</b> $9th = 81$	10th =81 11th =73	$12^{th} = 75$ TOTAL = 310

SUBJECT: Student Services and Supports Monthly Report
PREPARER: Marilyn Bertolucci
DECOM CONTRACTOR OF THE PROPERTY OF THE PROPER
RECOMMENDATION:
Information Only
Background:
Special Education
Currently there are 112 active IEPs where services are provided by DUSD. There are currently 4
pending assessments.
Students served in programs in other districts- 2 preschool age students
Students served in a BCOE Regional Program- 14 students, Infant to Adult programs Students served at BASES Education Center with BCOE SELPA - 1 student
There are currently 4 routes required to provide transportation for students attending out of District
placements. We are still in need of a vehicle to transport students with wheelchairs and a driver for the route.
the foute.
Student Services and Supports
We have joined the team to help plan Every 15 Minutes with DHS.
Supporting MTSS Teams and SST Teams Providing information to Administrators on McKinney Vento and services that BCOE is able to
provide to students who are homeless.
Wellness Team is scheduled to meet 11/15/22
Kelvin Education Surveys in progress. This data will be disaggregated at a regional meeting with other Butte County school districts and BCOE. Data will help to determine further supports that can
be provided to districts by BCOE.

SIRIECT, MOT B.
SUBJECT: MOT Report
PREPARER: Eric Kolstad
DECOMPANY -
RECOMMENDATION:
Information Only
Information Only
Background:
Transportation is very busy with sports and field trips, just like the old days! Brandon Mullican is doing his best to keep the buses running.
Groundmen Bob McGuffin and Steve Suihkonen have been doing a great job keeping all the schools looking good. They have been painting football fields and the kickball field for DES. Bob is getting ready for softball and baseball season which is just around the corner.
Maintenance is a never-ending activity. We are looking forward to hiring a Utility Person soon. Ed Hernandez, our Maintenance 1 person, has also been driving bus. Eric Kolstad has been helping with Van Driving as those needs continue to grow.
The Custodians have been busy keeping the campus clean. Overall, MOT is doing ok.

**Board Meeting Date: 11-16-2022** 

SUBJECT: Assistant Su	perintendent to Busin	ess and Operations Report
PREPARER: Aimee Be		
RECOMMENDATION:		☐ Do Not Approve
	☐ Accept	☐ Discuss
	Information Only	

## Background:

We received a grant agreement for CalShape for \$260,081 which we will be able to use at all three sites. These funds will pay for assessments, maintenance, filters and monitors for each site. This will be very helpful to address units on portables at both the high school and elementary that were not part of the HVAC and Roofing bond project.

We have also received notification that our Emergency Electrical project was approved by DSA. This is very exciting news because it is the first step to be approved for reimbursement.

A couple of weeks ago we had Tiny Mobile Robots come to do a demonstration of a partial soccer field. Multiple departments came to see it including a group from Oroville. It was very exciting to see how quickly and efficiently the field was painted. The little robot painted a soccer field in less than 30 minutes, and used less than a half-gallon of paint. Additionally, it can paint a whole football field in approximately 3 hours with minimal employee interaction. It appears that this little machine could save us a lot of money just in paint in the long run. We are working on what would be our best features to purchase as well and allocating funds.



SUBJECT: October 26,	2022 Board Minutes		
PREPARER: Tina Blen RECOMMENDATION:		☐ Do Not Approve ☐ Discuss	
Background:			
Approval of the October 26, 2	022 DUSD Board minutes		
<u>@</u>			



# Durham Unified School District Regular Meeting of the Board of Trustees Regular Governing Board Meeting

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## Wednesday, October 26, 2022

Durham Unified School District Board Room

Join Zoom Meeting

https://durhamunified.zoom.us/j/87487591634?pwd=WFhDdXlDdjIwZ3VPWnZWUHJaeCtoZz09

Passcode: durham +1 669 900 6833 Webinar ID: 874 8759 1634 Passcode: 432944

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#### Minutes

The Regular Meeting of the Board of Trustees of the Durham Unified School District was held in the Durham Unified School District Board Room on Wednesday, October 26, 2022.

Trustees Present:

Jennie DuBose, David Loudermilk, Ed McLaughlin, Lance Smith and Matthew

Thorpe

Trustees Absent:

None

Administration Present:

Superintendent John Bohannon, Assistant Superintendent to Business and

Operations Aimee Beleu, District Secretary Tina Blenn, Principals: Samantha

Brown, Lora Fox and Marty Wilkes; and MOT Manager, Eric Kolstad

Administration Absent:

Marilyn Bertolucci

#### A. Call to Order

President Ed McLaughlin called the meeting to order at 6:01 p.m. in the Durham Unified School District Board Room.

B. Moved to Closed Session: 6:02 p.m.

#### C. Closed Session

- 1. Conference with Labor Negotiators Agency designated representatives: Board President, Unrepresented Employee(s): (Superintendent Government Code 54957.6)
- 2. Conference with Labor Negotiators Agency designated representatives: Superintendent, 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: (Government Code 54957)
- 5. Public employee appointment/employment: (Government Code 54957)
- 6. Pending Litigation: (Government Code 54956.9 (d) (l)
- D. Return to Open Session: 6:31 p.m.
- E. Pledge of Allegiance: Trustee DuBose led the Pledge of Allegiance.
- F. Report of Action Taken in Closed Session: None
- G. Change to the Agenda: Discussion Action Items #3 and #4 where presented in reverse order.

#### H. Items from the Board:

- Trustee Smith stated how great it is to have "normalcy" at school.
- Trustee DuBose reported that there are over 500 volunteers back on the Elementary School campus, that is such a welcome sight.
- Trustee Loudermilk expressed his best regards to the Aline Team for organizing the process in choosing the DUSD design build team.
- President of the Board McLaughlin spoke on developing a better security system at DUSD. He stated that researching and adding gates would be a good start.

## I. Items from the Public: None

## J. District Reports:

DUTA: Becky Bill, DUTA President, reported that certificated staff at DES have several annual activities happening – Kinder will soon have its costume parade around the District; 2<sup>nd</sup> grade is currently hosting their play in the DES multi-purpose room; 3<sup>rd</sup> grade are giving their Ag Reports and will go to the Butte County Fairgrounds for an AG Day field trip during the county's Farm City Week. DIS 8<sup>th</sup> graders will make the trip to the Chico State campus for the annual Pumpkin Drop. DIS/DHS staff are working to infuse their sites with knowledge gained from the MTSS (Multi-tiered system of support)workshop that several staff attended during the summer. MTSS is an integrated, comprehensive framework that focuses on CCSS, core instruction, differentiated learning, student-centered learning, individualized student needs, and the alignment of systems necessary for all student's academic, behavioral, and social success. DHS Spanish class is also getting ready to celebrate the Day of the Dead.

## Durham Elementary School: Samantha Brown, Principal

Events/Happenings: October is a long and busy month! October 4th-6th DES students in grades 1-5 had the opportunity to attend their first Tiger Bucks store of the year in our school Clubhouse where students were able to exchange Tiger Bucks they earned for being responsible, respectful and safe for fun prizes donated by parents. On October 7th, Chalk Day returned to DES. This year's theme was "Down on the Farm" and students enjoyed drawing farm inspired chalk drawings on the sidewalk in front of the school. On Tuesday, October 11th and Wednesday, October 12th, two students from each class who were recommended by their classroom teacher for following our Tiger Trait rules, being an excellent role model to their peers, or having shown tremendous academic growth in the past month were invited to the first monthly Principal's Lunch with Principal Brown. Students brought their lunches to the courtyard (grades K/1, 4/5 and 2/3 separately), ate lunch with the Principal and received a certificate and a special treat. On Friday, October 14th, Mr. Plummer paraded his high school band over and set-up on our playground and gave a great performance to all our students and staff. They sounded amazing! That afternoon, our 4th and 5th graders supported their classmates in our school Agri bee (put on through the Butte County Farm Bureau), as we narrowed down the top two from each class to two representatives and one alternate to represent DES at the county level on Friday, November 18th at the Barn at Meriam Park in Chico. Our finalists are 4th grader Carmella Rocca and 5th grader Conor Lucanic, along with our alternate Rylan Sharrah in 5th grade, who will begin practicing their agricultural words and definitions as soon as they receive their new lists. Our 3rd-5th grade Staff Sunshine group hosted a fabulous fall luncheon after school on Monday, October 17th for all DES staff. DES participated in the Great American Shakeout 2022 on Thursday, October 20th at 10:20AM; we started by practicing a Shelter Drill for an earthquake, followed by our monthly Fire Drill right after that. October 24th-28th, DES celebrated Red Ribbon Week by focusing on making healthy choices and DES Student Council held their Spooky Gram fundraiser.

Our Second-Grade classes have been working hard with Lisa Farrage-Johnson and their classroom teachers, practicing their "Lifecycles the Musical" play. Each class will perform on stage for their parents and families one evening this week.

Our Kindergarten and First Grade classes have visited Book Family Farm Pumpkin Patch this month; our TK class had a walking field trip to the Chatterbox for "Cocoa with Cops" and a field trip to the pumpkin patch at the Patrick Ranch; our Second-Grade classes visited the Feather River Fish Hatchery; and our other two Fifth Grade classes have each had their field trip to the Gateway Science Museum in Chico. Students from our Alternative Learning Environment (ALE) and Supportive Learning (SL) classes also attended an Adapted P.E. Sports Day field trip at Chico State accompanied by Mr. Glover.

We are all looking forward to Halloween festivities on Monday; students will wear costumes to school if they choose and we will start the day off with a costume parade on the playground where parents may attend. Our TK class will trick-or-treat around the DUSD campus with those willing to participate, and our Kindergarten classes will be upholding the tradition of trick-or-treating local businesses around town.

Staff Meeting: Our October staff meeting began with some light housekeeping and then our special guest, Carol Sylvester (Teacher on Special Assignment (TOSA) that handles Illuminate for CUSD), showed our teachers how to navigate our new standards-based report card in Illuminate and answered questions. Yesterday we met again to take a closer look at and discuss our common, uniform, grade level report card assessments as we near the end of our first trimester and parent-teacher conferences. On Monday, October 17th we had our last (minimum day release) teacher in-service professional development training and continued our focus on Universal Design for Learning (UDL) through the lens of "Designing and Delivering Instruction to Support All Students." We focused on the three strands of UDL including engagement, representation, and action and expression, and teachers practiced different learner-centered activities to demonstrate and further the staff's understanding of UDL and learn new activities that they could implement in their classrooms. During our Monday Early Release Collaboration, teachers have been collaborating about common, consistent, standards-based assessments across grade levels; planning field trips; and, discussing targeted interventions to help some of our more challenging students.

On Monday, October 24th, Principal Brown, along with help from a couple PTS mom's and Dayna Gibbs in Food Services, hosted a Staff Spaghetti and Bingo Night for staff and their families that were able to attend. Twenty-three staff members attended with a total of seventy people in attendance. We ate spaghetti dinner, played Bingo, and had a family scavenger hunt. It was a fun evening and a great opportunity for staff to meet other staff's families and interact.

Outreach to Parents: We have had a tremendous response by parents volunteering in the classroom, through Art Docent, or by driving students on field trips, with over 500 volunteers since the beginning of the school year. Our Parent Teacher Student organization (PTS) met in the Blue Room at Durham Park and Rec. on Friday, October 7th and began discussion on the many fun events that will be held throughout the school year. It was well attended and great to see so many parents supporting our students and our school. The third District English Language Advisory Committee (DELAC) meeting was held on Thursday, October 13th and we discussed the district's current EL enrollment, the difference between the initial vs. summative English Language Proficiency Assessments for California (ELPAC), and planned for a Dia de Muertos celebration. DES School Site Council (SSC) met for the first time this year on Wednesday, October 19th and went through SSC training slides and reviewed the Greene Act and the Bylaws to a mostly new, post COVID School Site Council. Ongoing communication continues to keep our parents informed through Parent Square. I have an open-door policy for parents and educational partners, and I am always available through email and phone.

Enrollment: 461

## **Durham Intermediate School, Principal Lora Fox**

## Shout Outs/Events:

- Shout out to Mike Richards and Jacqueline Lincoln for putting on yet another successful Panther Classic. This is our 7th and 8th grade girls' basketball tournament and fundraiser!
- Mister Brown was here! Mister Brown had an hour-long assembly with all grade levels and delivered a powerful message regarding choices and choosing well. The staff all received Choose Well T-Shirts. We are looking forward to starting a new campaign titled "Consider Others". Mister Brown will be back for another assembly, hopefully before Christmas, to deliver a Consider Others message.

## Collaboration/Staff Information:

- DIS worked with Mister Brown on Oct. 4th. His message to staff was "Unity" and what that should and should not look like.
- DIS has been participating with DHS with our BCOE Best Practices Training.
- Mondays will be continued to be used for MTSS training and meetings and for grade level/subject collaboration

## From the Office / Events:

DIS ASB is busy planning our "Choose Well Week". The week of Oct. 24-28 will be kicked off with a homeroom door decorating contest. The classes are getting very creative and competitive with this. The week will have a dress up day every day all based on making good choices and continuing with Mr. Brown's Chose Well message.

Enrollment:

6th = 67

7th = 77

 $8th = 81 \quad TOTAL = 225$ 

## **Durham High School, Principal Marty Wilkes**

## Shout Outs/Events:

- FFA will be going to Nationals next week in Indianapolis
- Seniors are starting their college application submissions
- Senior Matt Larsen was accepted at Embry-Riddle Aeronautical University with the early admission program.

## Collaboration/Staff Information:

- Mr. Plummer and the Trojan Band made their season debut at the homecoming football game. The band also played at DES and DIS.
- New part time Spanish teacher Ms. Nancy Larios has started in person instruction this week. She is also able to help out with students taking the Butte College Spanish class.
- Late start Butte College Stats and Civics classes have started.

## From the Office / Events:

- The 1st quarter has ended and grades are available on the Aeries Parent Portal.
- Durham students had the opportunity to take the PSAT on 10-12
- SAT with be given on 10-27
- Be on the lookout for play off brackets.

Enrollment:

9th = 80

10th = 81

11th = 73  $12^{th} = 75$ 

TOTAL = 309

## Director of Student Services and Supports, Marilyn Bertolucci

## Special Education:

Currently there are 111 active IEPs where services are provided in DUSD. There are currently 10 pending assessments.

DHS 29 IEPs

DIS 18 IEPs

DES 28 IEP's

Speech and Language only 36

## Student Services and Supports:

Director attended MTSS meetings at DHS and DIS

Psychologist attended SST meetings at DES and provided staff with academic intervention supports, data collection methods and behavioral intervention supports.

## Wellness Team:

Carina Ellis and Kristen Walters put on "Rethink Your Drink" that provided information on making healthy choices when choosing your beverages. They provided naturally flavored water for students as well as information about the negative impacts of drinking sugary and energy drinks.

## MOT Manager, Eric Kolstad

MOT is down 2 positions. Custodian that is four hours and Bus Driver/Utility Person position. Currently working on maintaining grounds, trimming trees and getting ready to seed football field.

## Assistant Superintendent to Business and Operations, Aimee Beleu

There has been some vandalism at Durham Unified School District and happy to report that the people responsible have been arrested. Charges are being pressed. The phone cabling project is on its way. During Christmas break, Durham High School will have the new phone system installed, while Durham Elementary and the District Office will have the new system installed in February. Durham Intermediate School will remain with the current system as the Bond Project would destroy any new work. A new electric forklift is in the works with a grant through Butte County Air Quality Management. Groundman, Mr. McGuffin, has been using the new electric lawn mower around the school buildings with a lot less noise. At 1 pm, Thursday, October 27, Tiny Robots will be demonstrating a hands-free line painter. It will be used mainly for the sports fields, but can and will be used for different events.

## Superintendent, John Bohannon

State testing scores are being released showing percentage of district students in 3<sup>rd</sup> - 8<sup>th</sup> and 11<sup>th</sup> grade meeting or exceeding state standards. We are waiting to review the results and report accurately the explanation of the data to the Board. The final minimum day for staff development was held October 24. All teachers at the 3 sites participated in developing Universal Strategies for Learning in combination with the use of New Tech High Instructional Strategies cards. Collaboration Days will continue the growth of this dynamic.

## K. Consent Agenda:

The Consent Agenda was approved as presented.

Motion: Matthew Thorpe Second: Lance Smith Vote: 5-0

## L. Discussion Action Items:

1. Discussion/Action: Approval of the 2022-2023 Consolidated Application.

Motion: Lance Smith Second: Jennie DuBose Vote: 5-0

**2. Discussion/Action**: Approval of Board Policy 5141.211 Administering Medication and Monitoring Health Conditions on the first reading.

Motion: Lance Smith Second: Jennie DuBose Vote: 5-0

3. Discussion/Action: Approval of Alco Building Solutions LOI.

Motion: Lance Smith Second: Matthew Thorpe Vote: 5-0

**4. Discussion/Action**: Approval of the selection of the contractor/architect team for DIS Bond Construction project. The Durham Unified School District has completed the selection process for the Design Build Project at Durham Intermediate School. The DUSD Selection Committee recommended United Building Contractors, Inc. to develop the Intermediate School bond project. The Durham Board of Trustees agreed with this recommendation. Trustee Matthew Thorpe recused himself from consideration and vote on this item.

Motion: Lance Smith Second: Jennie DuBose Vote: 4-0 Recused: 1

- M. Next Board Meeting Date: Wednesday, November 16, 2022.
- N. Adjournment: The meeting adjourned at 7:45 p.m.

SUBJECT: DUSD Accounts Payable October 2022				
PREPARER: Jess Knox				
	ot Approve uss			
Background:				
Approval of the 2022 October accounts payable.				
Approvar of the 2022 October accounts payable.				

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Chec Amour
3005-240218	10/06/2022	Lone Star College	73-5800	Amount	425.00
3005-240219	10/06/2022		73-5800		1,000.00
3005-240220	10/06/2022	Choose Well Group	01-5800		12,800.00
3005-240221	10/06/2022	•	01-5900		8,192.92
3005-240222	10/06/2022	THE DANIELSEN CO INC	13-4300	331.16	0,192.92
			13-4700	2,002.85	2,334.0
8005-240223	10/06/2022	Decker Inc.	01-4300	2,002.03	2,334.0 45.53
005-240224	10/06/2022	DURHAM IRRIGATION DISTRICT	01-5800		552.02
005-240225	10/06/2022	East Bay Restaurant Supply	13-4400		3,075.74
005-240226	10/06/2022	GAGER DISTRIBUTING INC	13-4300		<u> </u>
005-240227	10/06/2022	HILLYARD/SACRAMENTO	01-4300		504.97
005-240228	10/06/2022	Idn - Wilco Inc.	01-4300		822.65
005-240229	10/06/2022	JC NELSON SUPPLY CO	01-4300		68.77
005-240230	10/06/2022	Johnny's Lock & Safe	01-4300		5,692.83
005-240231	10/06/2022	King Consulting			12.71
005-240232	10/06/2022	MCGRAW HILL SCHOOL ED	22-6250		1,295.00
		HOLDINGS	01-4100		51.60
005-240233	10/06/2022	MJB WELDING SUPPLY INC	01-4300		246.47
005-240234	10/06/2022	N2Y, LLC	01-4300		219.65
005-240235	10/06/2022	O REILLY AUTO PARTS	01-4300		101.84
005-240236	10/06/2022	Pace Supply Corp.	01-4300		
005-240237	10/06/2022	PRO PACIFIC FRESH	13-4300	221.41	19.48
			13-4700	7,670.31	7 004 70
05-240238	10/06/2022	RENTAL GUYS CHICO	01-5600	7,070.31	7,891.72
05-240239	10/06/2022	SHASTA COUNTY OFFICE OF EDUC	01-5200		107.25
05-240240		TEACHER SYNERGY LLC PURCHASE ORDER DEPT	01-5800		750.00 2,400.00
05-240241	10/06/2022	TOZIERS PAINT & HARDWARE	01-4300		433.78
05-240242		US BANK CORPORATE PAYMENT SYSTEM	01-4300	3,546.19	433.76
			01-5200	105.00	
			01-5300	40.00	
			01-5800	80.00	
			01-5900	53.68	3,824,87
05-240512	10/11/2022	Rowe, Holly D	01-4300		8.24
05-240513	10/11/2022	Alaways, Morgan A	01-4300		709.20
05-240514	10/11/2022	Beleu, Aimee B	01-4300	12.99	103.20
			01-5200	118.75	131.74
05-240515	10/11/2022	DuBose, Hailey P	01-4300	110.70	161.18
)5-240516		ASSOC OF CALIF SCHOOL ADMIN	01-5800		1,000.00
05-240517	10/11/2022	The Bank of New York Mellon Corp Frust Depart.	52-7434		750.00
5-240518		COLLEGE BOARD - WRO	01-5800		1,663.00
5-240519		Cummings Company Inc	22-6200		1,350.00
5-240520		DURHAM PENTZ TRUCK CENTER	01-5800		
5-240521		Fortuna Union High District	01-5200		306.00 298.00
5-240522		GOLD STAR FOODS	13-4700	21,063.68	250.00

of the Board of Trustees. It is recommended that the preceding Checks be approved.

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Chec Amour
3005-240522	10/11/2022	GOLD STAR FOODS	13-5800	129.38	21,193.06
3005-240523	10/11/2022	HEARTLAND PAYMENT SYSTEMS NUTRIKIDS	01-5800	500.00	·
005-240524	10/11/2022	Kerry Wilson Floors	13-5800	10,162.71	10,662.71
005-240525	10/11/2022	•	01-5600		716.00
000-240020	10/11/2022	King Consulting	01-5800	462.50	
005-240526	10/11/2022	MCGRAW HILL SCHOOL ED HOLDINGS	22-6250 01-4100	3,330.00	3,792.50 88.6
005-240527	10/11/2022		01-4300		10.7
005-240528	10/11/2022	OFFICE DEPOT	01-4300		10.7
005-240529	10/11/2022				206.4
005-240530	10/11/2022	Pace Supply Corp.	22-5870		7,606.50
005-240531	10/11/2022	PRO PACIFIC FRESH	01-4300		38.9
005-240532	10/11/2022		13-4700		163.56
		US BANK OFC EQUIP FINANCE SERV	01-5600		5,479.62
005-240533	10/11/2022	US BANK CORPORATE PAYMENT SYSTEM	01-4200	2,645.00	
			01-4300	4,194.66	
			01-5200	90.00	
			01-5800	904.90	
			01-5900	147.36	7,981.92
05-240534	10/11/2022	Wood Brothers Carpet	01-5600		949.70
05-240873	10/13/2022	Rachel Hockersmith	01-5800		354.56
05-240874	10/13/2022	Amazon Capital Services	01-4300		1,490.68
05-240875	10/13/2022	AT&T	01-5900		584.13
05-240876	10/13/2022	BAKER DISTRIBUTING CO	01-4300		437.34
05-240877	10/13/2022	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE/CASHIERING	01-5853		305.00
05-240878	10/13/2022	DURHAM PUMP	01-4300		179.41
05-240879	10/13/2022	DURHAM REC & PARK DISTRICT	01-5800		5,721.93
05-240880	10/13/2022	FOLLETT SCHOOL SOLUTIONS INC	01-4100		1,610.41
05-240881	10/13/2022	GOLD STAR FOODS	13-5800		6.75
05-240882	10/13/2022	Idn - Wilco Inc.	01-4300		521.93
05-240883	10/13/2022	JC NELSON SUPPLY CO	01-4300		3,200.38
05-240884	10/13/2022	LOWES CREDIT SERVICES	01-4300	4,753.85	0,200.00
			01-4400	2,905.26	7,659.11
05-240885	10/13/2022	NORTHGATE PETROLEUM CO	01-4340	_,555.25	6,275.72
05-240886		RECOLOGY BUTTE COLUSA COUNTIES	01-5503		1,503.00
5-240887	10/13/2022	SIGLER PEST CONTROL INC	01-5800		180.00
		TAHOE PURE WATER	01-4300	27.00	100.00
			01-5300	13.00	40.00
5-240889	10/13/2022	Amazon Capital Services	01-4300	13.00	
		COMCAST	01-5900		940.23
		CONTINENTAL ATHLETIC SUPPLY	01-4300		1,686.71
	10/13/2022		01-4300		49.88 313.67

010 - Durham Unified School District

of the Board of Trustees. It is recommended that the preceding Checks be approved.

Generated for Tina Blenn (TBLENN), Nov 2 2022 2:24PM

Page 2 of 4

Check Check		Pay to the Order of		Expensed	Check
Number	Date		Fund-Object	Amount	Amount
3005-240893			01-4300		165.75
3005-240894	10/13/2022	Pace Supply Corp.	01-4300		34.20
3005-240895	10/13/2022	Dale Price	01-5800		1,420.00
3005-240896	10/13/2022	CHRISTENSEN TELECOMMUNICATIONS	01-5600		650.00
3005-241269	10/18/2022	Rachel Hockersmith	01-5800		1,269.06
3005-241505	10/20/2022	Crusberto Gonzalez	01-5800		267.75
3005-241506	10/20/2022	Estella Powers	01-5800		280.50
3005-241507	10/20/2022	Rachel Hockersmith	01-5800		870.88
3005-241508	10/20/2022	O'Shea, Jona J	01-4300		340.09
3005-241509	10/20/2022	ACCESS INFORMATION PROTECTED	01-5800		182.09
3005-241510	10/20/2022	Amazon Capital Services	01-4300		227.85
3005-241511	10/20/2022		01-4300		190.32
3005-241512	10/20/2022	CLTA	01-5200		150.00
3005-241513	10/20/2022	Johnston Industries	01-4300		1,166.88
3005-241514	10/20/2022	DANS ELECTRICAL SUPPLY COMPANY	01-4300		162.71
3005-241515	10/20/2022	GAYNOR TELESYSTEMS	01-5800		5,804.00
3005-241516	10/20/2022	ldn - Wilco Inc.	01-4300		384.51
3005-241517	10/20/2022	JC NELSON SUPPLY CO	01-4300		255.26
3005-241518	10/20/2022	LOZANO SMITH LLP	01-5870		1,785.00
3005-241519	10/20/2022	MJB WELDING SUPPLY INC	01-4300		298.47
3005-241520	10/20/2022	OFFICE DEPOT	01-4300		1,027.15
3005-241521	10/20/2022	PEARSON EDUCATION INC	01-4300		2,923.02
3005-241522	10/20/2022	PG&E	01-5501		1,079.71
3005-241523	10/20/2022	RAY MORGAN COMPANY INC	01-5600		328.44
005-241524	10/20/2022	RENTAL GUYS CHICO	01-5600		107.25
005-241525	10/20/2022	Valley Iron Inc.	01-4300		473,11
005-241526	10/20/2022	Barber, Jennifer	01-4300		88.76
005-242220	10/27/2022	Rachel Hockersmith	01-5800		409.38
005-242221	10/27/2022	Arvonen, Alicia L	01-4300		306.75
005-242222	10/27/2022	Blenn, Lorena D	01-5200		9.13
005-242223	10/27/2022	Ladd, Susan E	01-4300		41.06
005-242224	10/27/2022	Buenrostro, Gus E	01-5853		84.00
005-242225	10/27/2022	AB COMMUNICATIONS	01-5900		199.85
005-242226	10/27/2022	Amazon Capital Services	01-4200	1,044.65	100.00
		•	01-4300	249.53	1,294.18
005-242227	10/27/2022	DEMCO SUPPLY INC	01-4300	240.00	225.85
005-242228		DURHAM PENTZ TRUCK CENTER	01-5600		359.78
005-242229		Future Farmers of America	01-5200		1,380.00
005-242230	10/27/2022	HEARTLAND PAYMENT SYSTEMS NUTRIKIDS	01-4300		2,586.77
05-242231		Hummert International Inc.	01-4300		208.75
05-242232		JC NELSON SUPPLY CO	01-4300	89.80	400.70
			01-5600	594.29	684.09

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

ESCAPE ONLINE
Page 3 of 4

Check Number	Check Date	Pay to the Order of	Fc	und-Object	Expensed Amount	Check Amount
3005-242233	10/27/2022	MCGRAW HILL SCHOOL ED HOLDINGS		01-4100		2,258.35
3005-242234	10/27/2022	MJB WELDING SUPPLY INC		01-4300		416.40
3005-242235	10/27/2022	PG&E		01-5501		927.09
3005-242236	10/27/2022	RAY MORGAN COMPANY INC		01-5600		328.44
3005-242237	10/27/2022	US BANK OFC EQUIP FINANCE SERV		01-5600		197.62
3005-242238	10/27/2022	WESTERN PSYCHOLOGICAL SERVICES		01-4300		162.00
			Total Number of Checks	114	1 <del></del>	185,209.51

## **Fund Recap**

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	101	124,120.49
13	CafeteriaSpecialRevenueFund	8	45,332.52
22	BuildingFund Series B	4	13,581.50
52	BondInterestandRedemptionFund	1	750.00
73	FoundationPrivPurposeTrustFund	101	1,425.00
	Total Number of Checks	114	185,209.51
	Less Unpaid Tax Liability		.00
	Net (Check Amount)		185,209.51

PREPARER: Tina Blenn RECOMMENDATION: Approve Discuss Information Only  Background: This agreement between Durham Unified School District and Butte Office of Education Induction Program is for the 2022-2023 school year. We currently have 7 inductees and 4 mentors.	SUBJECT: Butte Office of Education Induction Program Agreement			
RECOMMENDATION:  Approve Discuss  Information Only  Background:  This agreement between Durham Unified School District and Butte Office of Education Induction Program is for the 2022-2023 school year. We currently have 7 inductees and 4 mentors.	DDED A DED TO DI			
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Program is for the 2022-2023 school year. We currently have 7 inductees and 4 mentors.	Background:			
Program is for the 2022-2023 school year. We currently have 7 inductees and 4 mentors.	This company at last as D. I. H. C. 10.1. I Dist. 1.			
	Program is for the 2022-2023 school year. We currently have 7 inductees and 4 mentors			
	1 Togram is for the 2022-2023 school year. We currently have 7 inductees and 4 mentors.			
	±.			

# AGREEMENT FOR SPECIAL SERVICES BUTTE TEACHER INDUCTION PROGRAM

## Butte County Office of Education and Durham Unified School District

#### 1) General

This Agreement for Special Services ("Agreement") is entered into between **Durham Unified School District**("District") and the Butte County Office of Education ("BCOE") as partners in the Butte Teacher Induction Program ("Program") as of August 1, 2022.

## 2) Purpose

The purpose of this Agreement is to establish a formal working agreement between the District and BCOE and to set forth the operative conditions and fiscal responsibilities that govern this partnership.

## Responsibilities – General

- A) BCOE agrees to the following:
  - 1. employ an Induction Program Director/Administrator ("Program Director");
  - 2. employ a secretary to support the administration of the Program;
  - 3. provide workspace for the Program Director and staff including computers, telephones, and meeting space for program activities;
  - 4. develop and establish contracts with outside vendors for professional services as needed for participating teacher/mentor professional development;
  - 5. facilitate a process for equitable distribution of services to participating teachers and mentors;
  - 6. establish and maintain accurate records and reports;
  - 7. supply to the California Commission on Teacher Credentialing ("CCTC") and the California State Department of Education ("CDE") reports and other information as requested on all matters related to Program requirements and activities and credentialing;
  - 8. convene an Induction Advisory Council ("Council"), establish regular meetings and provide data on Program requirements and teacher credentialing;
  - 9. provide formative assessment/CSTP/Content Standards/Induction Standards training for mentors and participating teachers;
  - 10. recruit and support classroom teachers as professional development facilitators;
  - 11. process payment for authorized contracted services;
  - 12. provide materials, facilitation and presentation support for Professional Development Facilitators;
  - 13. participate in and fund program evaluation, including Accreditation Cycle;
  - 14. coordinate with California State University, Chico regarding the Program;
  - 15. initiate continuous contact with the Council, District superintendents and site administrators to provide legal information, clarify roles and responsibilities, and provide verification and accountability specific to teacher credential process;
  - 16. communicate and advise District personnel directors regarding Program standards, hiring implications and procedures for compliance;
  - 17. establish, monitor and supervise professional development providers in accordance with Program standards;

- 18. establish and maintain an accountability system for mentors and participating teachers. Upon request, release accountability report to District at the end of each semester;
- 19. provide appropriate services to special education mentors and participating teachers;
- 20. include a planned process for advising participating teachers about their involvement in the Program, for providing formative feedback about participants' progress toward completion of the Program, and for arriving at a professional teaching credential recommendation for each participating teacher;
- 21. plan and implement the Program in compliance with the Professional Teacher Induction Standards;
- 22. identify and assign a mentor to each participating teacher
- 23. ensure that each participating teacher receives an average of not less than one (1) hour per week of individualized support/mentoring coordinated and/or provided by the mentor;
- 24. ensure that the Individualized Learning Plan and goals for each participating teacher is developed within the first sixty (60) days of the teacher's enrollment in the Program; and
- 25. provide an early completion option for "experienced and exceptional" candidates who meet the Program's established criteria.
- B) District agrees to the following:
  - 1. provide District office/site personnel to support Program;
  - 2. within 30 days of hire, inform teachers about induction and the requirements to clear their credential. Eligible candidates include those new to the profession and/or who are teaching on preliminary credentials or Program Sponsor Variable Term Waiver, or those prepared out of state and have less than two (2) years' experience;
    - i. This excludes long-term substitute positions;
  - 3. provide the Program with a list of all new hires and the credential(s) held by each;
  - 4. select and recommend mentors according to Program standards;
  - match mentor with participating teacher taking into consideration credentials held; subject matter knowledge; orientation to learning; relevant experience; current assignments; and geographic proximity;
  - ensure that all site administrators with mentor(s) and or participating teacher(s) on staff schedule a minimum of one collaborative meeting per year with mentor/participating teacher partners;
  - 7. establish working conditions for teachers aligned with Program standards;
  - 8. provide appropriate support services for teachers assigned to "challenging" settings;
  - provide appropriate support for both mentor and participating teacher to engage in classroom observations;
  - 10. ensure core classroom materials for the participating teacher(s); and
  - 11. provide teacher retention data to the Program upon request.

#### 4) Responsibilities – Fiscal

- A) BCOE agrees to:
  - overall fiscal responsibility for the administration of funds, to include submission of year-end expenditure reports, preliminary and revised budgets, and any other documentation required by CDE or CCTC;
  - 2. develop and maintain a balanced budget that allocates amounts sufficient to meet the costs of implementing Program responsibilities;
- B) District agrees to:

- 1. provide funding for each participating teacher in the amount of one thousand eight hundred dollars (\$1,800) per teacher per year to BCOE;
  - i. cost includes professional development seminars and virtual professional learning opportunities;
- 2. issue a one thousand eight hundred dollar (\$1,800) stipend, inclusive of benefits, to each mentor that completes their mentoring obligations per candidate;
  - i. If a mentor is provided outside of the District, the \$1,800 stipend will be paid to BCOE and BCOE will initiate the stipend payment to the needed mentor.
- 3. provide release times, for mentor(s) to observe their participating teacher(s) and/or for participating teacher(s) to participate in classroom observations of a colleague twice per year.
- 4. The District agrees to provide funding for the following teachers to participate in the induction program:

Alondra Castillo
Christina Dwyer
Elena Cuadros-Gonzalez
Jocelyn Benson
Kiara Harry
Malena Hawks
Michael Richards
Morgan Alaways
Sofia Allmon
Tiffany Biro

## 5) Other Conditions

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

## 6) Relationship of the Parties

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

## 7) <u>Term</u>

The effective date of this Agreement is **August 1, 2022**. This Agreement will be in effect until June 30, 2023. The terms of this Agreement shall remain in force unless mutually amended. Either party may terminate this Agreement upon written notice no later than thirty (30) days prior to the effective date.

#### 8) Indemnification

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

## 9) California Law

This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Butte County, California.

## 10) Rules and Regulations

All rules and regulations of each party's Governing Board and all federal, state, and local laws, ordinances and regulations are to be observed strictly by staff members providing services pursuant to this Agreement.

## 11) Notice

Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or electronic transmission, addressed as follows:

#### If to BCOE

Butte County Office of Education ATTN: Tracey Allen 1859 Bird Street Oroville, CA 95965 (530) 532-5730

EMAIL: tallen@bcoe.org

#### If to District

Durham Unified School District ATTN: Tina Blenn 9420 Putney Drive

Durham, CA 95938 530-895-4675

tblenn@durhamunified.org

## 12) Entire Agreement of Parties

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

## SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated



below.

SUBJECT: Social, Emo	ional Learning Focal S	School Funding		
PREPARER: Aimee Beleu				
RECOMMENDATION:	<ul><li>□ Approve</li><li>□ Accept</li><li>□ Information Only</li></ul>	☐ Do Not Approve ☐ Discuss		
Background:				
This grant promotes the school Learning through the Butte Co	l-wide understanding and punty Office of Education.	implementation of Social and Emotional		
		¥:		

## AGREEMENT FOR SPECIAL SERVICES BETWEEN LOCAL EDUCATION AGENCIES

This Agreement for Services ("Agreement") is made and entered into as of July 1, 2022 by and between the **Butte County Office of Education** ("BCOE") and **Durham Unified School District** ("AGENCY"), (together, "Parties").

The terms of this Agreement are as follows:

- 1. **Purpose**. The duties, obligations and agreements to provide the services under this Agreement are set forth in the attached **Exhibit "A"** ("Services").
- 2. **Term**. Services shall commence on July 1, 2022 and will continue until June 30, 2023, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
- 3. **Payment**. Compensation shall be as set forth in **Exhibit "B"** as the proposed fee for Services.
- 4. **Termination**. Either party may, at any time, with or without reason, terminate this Agreement with a reasonable explanation. Written notice by the terminating party shall be sufficient to stop further provision of Services. Notice shall be deemed given when received by the non-terminating party or no later than three (3) days after the day of mailing, whichever is sooner.
- 5. **Additional Services**. In the event either Party requires services from the other Party in addition to those set forth in this Agreement, the Party requiring additional services shall compensate the other Party for costs incurred by those additional services. If either Party believes that additional services are necessary or desirable, that Party shall submit a written description of the additional services to the other Party, along with the reasons the additional services are required or reasonable, and the specific cost of the additional services. Such services shall be performed only after both Parties agree in writing to proceed with the additional services.
- 6. Indemnification. The AGENCY agrees to indemnify, defend, and hold harmless BCOE, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on BCOE arising out of the AGENCY's performance on this Agreement, except forliability resulting from the negligent or willful misconduct of BCOE, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless BCOE under this Agreement, the AGENCY shall reimburse BCOE for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. The AGENCY shall seek BCOE approval of any settlement that could adversely affect the BCOE, its officers, agents or employees.

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

7. **Insurance**. Each party shall procure and maintain at all times insurance with minimum limits as customary for that party's course of business.

- 8. Anti-Discrimination. It is the policy of the BCOE that in connection with all work performed under contracts there be no discrimination against any person engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Program Region agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735.
- 9. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 10. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

## If to BCOE:

Butte County Office of Education Attn: Jeanette Spencer 1859 Bird Street Oroville, CA 95965

Email: <u>ispencer@bcoe.org</u>

## If to AGENCY:

Durham Unified School District Attn: John Bohannon 9420 Putney Dr. Durham, CA 95938

Email: jbohannon@durhamunified.org

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

- 11. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 12. **Assignment.** The obligations and/or interests of either party under this Agreement shall not be assigned or transferred in anyway without written consent from the other party.
- 13. **Arbitration.** The Parties agree that should any controversy or claim arise out of or relating to this Agreement they will first seek to resolve the matter informally for a reasonable period of time not to exceed forty-five (45) days. If the dispute remains, it shall be subject to mediation with a mediator agreed to by both parties and paid for by both parties, absent an agreement otherwise. If after mediation there is no resolution of the dispute, the parties agree to resolve the dispute by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and judgment on an arbitrator's award may be entered in any court having jurisdiction thereof.
  - a. The Parties shall select one arbitrator pursuant to the AAA's Commercial Arbitration Rules.

- b. The arbitrator shall present a written, well-reasoned decision that includes the arbitrator's findings of fact and conclusions of law. The decision of the arbitrator shall be binding and conclusive on the Parties.
- c. The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing Party's actual damages, except as may be required by statute. The arbitrator shall have no authority to award equitable relief. Any arbitration award initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to either Party other than the direction to pay a monetary amount. As determined by the arbitrator, the arbitrator shall award the prevailing Party, if any, all of its costs and fees. The term "costs and fees" includes all reasonable pre-award arbitration expenses, including arbitrator fees, administrative fees, witness fees, attorney's fees and costs, court costs, travel expenses, and out-of-pocket expenses such as photocopy and telephone expenses. The decision of the arbitrator is not reviewable, except to determine whether the arbitrator complied with sections (b) and (c) of this section.
- 14. **COVID-19 Acknowledgement.** AGENCY recognizes and understands that guidance on how to protect oneself from the COVID-19 virus and how to avoid spreading the virus to others, is available at <a href="https://www.cdc.gov/coronavirus/2019-ncov/index.html">https://www.cdc.gov/coronavirus/2019-ncov/index.html</a> and through federal, local, and state recommendations and/or regulations. AGENCY understands that this guidance can change, and that AGENCY has a responsibility to stay abreast of the changing information found on these COVID-19 guidance resources. AGENCY is encouraged to follow their district's protocols and have enough school-appropriate cleaning supplies to continuously disinfect the equipment in accordance with California Department of Public Health (CDPH) guidance.
- 15. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Butte County.
- 16. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 17. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 18. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
- 19. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 20. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that

party or its legal representative drafted such provision, and this Agreement shall be construed as being jointly prepared by the Parties.

- 21. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
- 22. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 23. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

BCOE:	AGENCY:
Dated:	Dated:
BUTTE COUNTY OFFICE OF EDUCATION	DURHAM UNIFIED SCHOOL DISTRICT
Signed By:	Signed By:
202 925 445	Print Name: John Bohannon
Title: Superintendent	Title: Superintendent

## Exhibit "A" Scope of Services

## Social & Emotional Learning (SEL) Focal School Activities:

Butte COE will provide \$10,000 for each year of the two-year commitment for Durham Unified School District's participation with selected site, Durham High School. This Agreement is written for Year 1, spanning July 1, 2022 through June 30, 2023. A new agreement will be drafted for Year 2. Additional funding is available for the SEL Focal School to access to enhance their SEL implementation. Exact SEL need and funding amount allotted to be collaboratively agreed upon by LEA/SEL Focal School and Butte COE.

- Includes a two-year commitment (through June 30, 2024); Year 1 (2022-23) will begin July 1, 2022
- Promote school-wide understanding and implementation of Social and Emotional Learning
- Commit to 1-2 consultations or check-ins per month w/ a designated SEL Lead/or Team
- Regular participation in quarterly Butte SEL Community of Practice
- Systemic SEL (CASEL) Assessment completed by SEL team to guide work
- Commitment to engage in continuous improvement cycles
- Collect and submit data for program evaluation including survey completion by students, staff (with 80% completion rate), and possibly families; provision of consent forms as needed for survey completion; and data sharing with UC Berkeley Data Team per grant expectations
- For the full scope of deliverables related to the Cal Hope Grant and Butte SEL Focal Schools, see MOU <u>here</u> from the Sacramento County Office of Education

## Allowable Expenditures include but are not limited to:

- Purchase of Social and Emotional Learning curriculum and/or materials and supplies
- Professional Learning opportunities for staff
- Substitute teacher costs due to implementation or PL activities
- Stipends or Extra hours accrued due to participation and implementation activities
- Other viable expenses utilized to promote broader understanding and implementation of Social and Emotional Learning

# Exhibit "B" Grant Allocation

When all grant activities are completed and no later than June 30, 2023, Agency will submit the following to Sandra Azevedo, <a href="mailto:saazeved@bcoe.org">saazeved@bcoe.org</a> and Martha Waugh, <a href="mailto:mwaugh@bcoe.org">mwaugh@bcoe.org</a>:

- Ensure all required assessments, surveys, documentation have been received by BCOE and/or UC Berkeley.
- Please include a General Ledger report with the invoice for grant expenditures of \$10,000; plus, any additional expenses collaboratively determined to be funded by the SEL Focal School funds.

BCOE will release payment to agency within 30 days upon receipt of invoice.

SUBJECT: Donation from	n Durham Rotary	
PREPARER: Tina Blenn RECOMMENDATION:	☐ Approve ☐ Accept ☐ Information Only	☐ Do Not Approve ☐ Discuss
Background:		
Durham Rotary has donated \$7 National FFA Convention whi	750 to the Durham FFA C ch was held October 26-2	hapter for the Chapter's travel to the 9, 2022 in Indianapolis, Indiana.

SUBJECT: Annual Organizational Board Meeting Date Schedule		
PREPARER: Tina Blenn		
RECOMMENDATION:	Approve Accept Information Only	☐ Do Not Approve ☐ Discuss
Background:		
The Board will approve a date for December 2022.	or the Annual Organizat	ional Meeting to be held in the month of

28.00			
SUE	BJECT: First Reading	of September DUSD Board Policy Updates	
	House Washington		
	PARER: John Boh		
KEC	COMMENDATION:	☐ Approve ☐ Do Not Approve	
		Accept Discuss	
		☐ Information Only	
Back	kground:		
BP	3515.3	District Police/Security Department	
BP	4118/4218	Dismissal/Suspension/Disciplinary Action	
BP	4119.1/4219.1/4319.1	Civil and Legal Rights	
BP BP	4140/4240/4320 4216	Bargaining Units	
BP	6146.1	Probationary/Permanent Status High School Graduation Requirements	
BP	6164.2	Guidance/Counseling Services	
BP	6178	Career Technical Education	
BP BP	7110 7150	Facilities Master Plan	
Di	7130	Site Selection and Development	
BB	9100	Organization	
			1

## Policy 3515.3: District Police/Security Department

**Original Adopted Date: Pending** 

To help protect the safety of district students and staff and the security of district property, the Governing Board shall maintain a district police or security department. The Board is committed to providing a positive school climate, mental health services, other student support services, and restorative justice practices to resolve conflicts and reduce law enforcement interactions with students.

The Superintendent or designee shall provide training to staff regarding the role of district police or security officers and the appropriate circumstances for contacting such officers.

Duties of district police or security officers shall be delineated in a job description approved by the Board. Such duties shall focus on collaborative problem solving and, when circumstances warrant intervention with students, the use of positive and restorative approaches in accordance with Penal Code 13651. Police or security officer job duties shall not include the handling of routine student disciplinary matters.

Persons employed or assigned as school security officers shall serve as watchpersons, security guards, or patrolpersons on or about district premises to protect persons or property, prevent the theft or unlawful taking of district property, or report unlawful activity to the district and local law enforcement agencies. (Education Code 38001.5)

When district security officers are unable to perform their duties because of an emergency, including, but not be limited to, war, epidemic, fire, flood, or work stoppage, or when the emergency necessitates additional security services, the Board may contract with a private licensed security agency. In such cases, the Board shall make a specific finding that an emergency exists and shall include this finding in the Board minutes. (Education Code 38005)

#### **Conduct of Officers**

The Board expects district police or security officers to cooperate and regularly communicate with local law enforcement agencies, and to work collaboratively with other district staff and community members to develop long-term, proactive approaches that address the conditions affecting school safety.

District police or security officers shall conduct themselves in ways that promote goodwill and cooperation on the part of students, district staff, and the general public. District police or security officers shall not discriminate against or treat any person differently on the basis of race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, genetic information, sex, sexual orientation, gender, gender identity, gender expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

District police or security officers shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members or provide assistance with immigration enforcement at district schools, except as may be required by state and/or federal law. (Education Code 234.7)

Whenever possible, district police or security officers shall use tactics such as de-escalation techniques, crisis intervention tactics, or other alternatives to force to minimize the use of force. The district police department shall maintain and make accessible to the public a policy on the use of force in accordance with Government Code 7286 and consistent with district policy and administrative regulation. Officers shall periodically receive training regarding applicable district policies and the guidelines from the Commission on Peace Officer Standards and Training.

#### Records

District police or security officers shall not have access to student records, nor release student information to another person, agency, or organization, without written permission from the parent/guardian or adult student, unless specifically allowed or required by state or federal law. (Education Code 49076; 34 CFR 99.1)

Records created and maintained by the district police or security department for a law enforcement purpose are not considered disclosable student records under the Family Educational Rights and Privacy Act. (34 CFR 99.3)

### Policy 4118: Dismissal/Suspension/Disciplinary Action

Original Adopted Date: 09/16/2015

The Governing Board expects all employees to perform their jobs satisfactorily, exhibit professional and appropriate conduct, and serve as positive role models both at school and in the community. A certificated employee may be disciplined for conduct or performance in accordance with law, the applicable collective bargaining agreement, Board policy, and administrative regulation.

Disciplinary action shall be based on the particular facts and circumstances involved and the severity of the conduct or performance. An employee's private exercise of personal beliefs and activities, including religious, political, cultural, social, or other beliefs or activities, or lack thereof, shall not be grounds for disciplinary action against the employee, provided that the beliefs or activities do not involve coercion of students or any other violation of law, Board policy, or administrative regulation.

In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal warnings, written warnings, reassignment, suspension, freezing or reduction of wages, compulsory leave, or dismissal.

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

#### Suspension/Dismissal Procedures

The Superintendent shall notify the Board whenever there is cause to suspend or dismiss an employee pursuant to Education Code 44932 or 44933.

When the Board finds that there is cause to suspend or dismiss an employee pursuant to Education Code 44932 or 44933, it may formulate a written statement of charges specifying instances of behavior and the acts or omissions constituting the charge, the statutes and rules that the employee is alleged to have violated when applicable, and the facts relevant to each charge. The Board shall also review any duly signed and verified written statement of charges filed by any other person. (Education Code 44934, 44934.1)

Based on the written statement of charges, the Board may, upon majority vote, give notice to the employee of the Board's intention to suspend or dismiss the employee at the expiration of 30 days from the date the notice is served. (Education Code 44934, 44934.1)

Prior to serving a suspension or dismissal notice that includes a charge of unsatisfactory performance, the district shall give the employee written notice of the unsatisfactory performance that specifies the nature of the unsatisfactory performance with such specific instances of behavior and with such particularity as to furnish the employee an opportunity to correct the faults and overcome the grounds for any unsatisfactory performance charges and, if applicable, that includes the evaluation made pursuant to Education Code 44660-44665. The written notice of the unsatisfactory performance shall be provided at least 90 days prior to the filing of the suspension or dismissal notice or prior to the last one-fourth of the school days in the year. (Education Code 44938)

Prior to serving a suspension or dismissal notice that includes a charge of unprofessional conduct, the district shall give the employee written notice that describes the nature of the unprofessional conduct with such specific instances of behavior and with such particularity as to furnish the employee an opportunity to correct the faults and overcome the grounds for any unprofessional conduct charges and, if applicable, that includes the evaluation made pursuant to Education Code 44660-44665. The written notice of the unprofessional conduct shall be provided at least 45 days prior to the filing of the suspension or dismissal notice. (Education Code 44938)

Except for notices that only include charges of unsatisfactory performance, the written suspension or dismissal notice may be served at any time of year. Such notice shall be served upon the employee personally if given outside of the instructional year or, if given during the instructional year, may be served personally or by registered mail to the employee's last known address. Notices with a charge of unsatisfactory performance shall be given only during the instructional year of the school site where the employee is physically employed and may be served personally or

by registered mail to the employee's last known address. (Education Code 44936)

If an employee has been served notice and demands a hearing pursuant to Government Code 11505 and 11506, the Board shall either rescind its action or schedule a hearing on the matter. (Education Code 44941, 44941.1, 44943, 44944)

Pending suspension or dismissal proceedings for an employee who is charged with egregious misconduct, immoral conduct, conviction of a felony or of any crime involving moral turpitude, incompetency due to mental disability, or willful refusal to perform regular assignments without reasonable cause as prescribed by district rules and regulations, the Board may, if it deems it necessary, immediately suspend the employee from assigned duties. If the employee files a motion with the Office of Administrative Hearings for immediate reversal of the suspension based on a cause other than egregious misconduct, the Board may file a written response before or at the time of the hearing. (Education Code 44939, 44939.1, 44940)

When a suspension or dismissal hearing is to be conducted by a Commission on Professional Competence, the Board shall, no later than 45 days before the date set for the hearing, select one person with a currently valid credential to serve on the Commission. The appointee shall not be an employee of the district and shall have at least three years' experience within the past 10 years at the same grade span or assignment as the employee, as defined in Education Code 44944. (Education Code 44944)

### Policy 4218: Dismissal/Suspension/Disciplinary Action

Original Adopted Date: 08/21/2019 | Last Revised Date: 01/15/2020

The Governing Board expects all employees to perform their jobs satisfactorily and to exhibit professional and appropriate conduct. A classified employee may be disciplined for unprofessional conduct or unsatisfactory performance in accordance with law or any applicable collective bargaining agreement, Board policy, or administrative regulation.

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance. An employee's private exercise of personal beliefs and activities, including religious, political, cultural, social, or other beliefs or activities, or lack thereof, shall not be grounds for disciplinary action against the employee, provided that the beliefs or activities do not involve coercion of students or any other violation of law, Board policy, or administrative regulation.

In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal and written warnings, involuntary reassignment, demotion, suspension without pay, reduction of pay step in class, compulsory leave, and dismissal.

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

A probationary classified employee may be dismissed without cause at any time prior to the expiration of the probationary period.

Permanent classified employees shall be subject to disciplinary action only for cause as specified in the accompanying administrative regulation. (Education Code 45113)

## **Procedures for Serious Disciplinary Proceedings**

The Superintendent or designee shall develop disciplinary procedures for use when dismissal, suspension, demotion, involuntary reassignment, or other serious disciplinary action is contemplated against an employee. The procedures for such discipline shall include an opportunity for an employee for whom any such disciplinary action is recommended to meet with, or respond in writing to, a designated district official ("Skelly officer") who will determine whether the recommended discipline should proceed further or be modified or withdrawn.

After meeting with the employee or considering the employee's written response, if the Skelly officer determines that the recommended discipline should proceed, the Superintendent or designee shall send the employee a notice of the recommended disciplinary action, a statement of charges, and the results of the Skelly hearing. The notice shall include a statement advising the employee of the right to request a Board hearing on the matter.

If the employee fails to request a hearing within the time specified in the notice, the employee is deemed to have waived the right to do so, and the Board may order the recommended disciplinary action into effect immediately.

If a timely request is submitted, a hearing shall be conducted by the Board. (Education Code 45113, 45312)

The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board and the availability of legal counsel and witnesses. The employee shall be notified of the time and place of the hearing.

The hearing shall be held in closed session, unless the employee requests that the matter be heard in an open session meeting. (Government Code 54957)

The employee shall be entitled to appear personally, produce evidence, and be represented by legal counsel.

The Board may use the services of its legal counsel in ruling upon procedural questions, objections to evidence, and issues of law. The Board may review and consider the records of any prior personnel action proceedings against the employee in which a disciplinary action was ultimately sustained and any records contained in the employee's

personnel files and introduced into evidence at the hearing. The Board shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made by the Board.

At any time before a matter is submitted to the Board for decision, the Superintendent or designee may, with the consent of the Board, serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action. If the amended or supplemental recommendation includes new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted on the record.

Following the hearing or, if the employee has not requested a hearing, after reviewing the Superintendent or designee's recommendation for disciplinary action, the Board shall affirm, modify, or reject the recommended disciplinary action. The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. The decision of the Board shall be final.

Within 10 working days of the Board's final decision, a copy of the decision shall be delivered to the employee and/or designated representative personally or by registered mail.

Except for an allegation of egregious misconduct in which a minor is involved, the Board may delegate the authority to determine whether sufficient cause exists for disciplinary action to an impartial third-party hearing officer. When a matter is heard by a third-party hearing officer, the Board shall review the determination and adopt or reject the recommended decision. (Education Code 45113)

When any matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a witness who is a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. In such cases, the ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45113)

#### Policy 4119.1: Civil And Legal Rights

Original Adopted Date: 08/21/2019

The Governing Board believes that the personal life of an employee is not an appropriate concern of the district, except as it may directly relate to the performance of the employee's duties.

District employees may engage in private, personal activities, including the exercise of their religious, political, cultural, social or other beliefs or activities, during personal time including when employees are not on duty or engaged in the supervision or instruction of students.

The district shall make no inquiry concerning the personal values, attitudes, and beliefs of district employees or their sexual orientation or political or religious affiliations, beliefs, or opinions except when authorized by law. In addition, no district employee shall be required to provide critical appraisals of other individuals with whom the employee has a familial relationship. However, the district reserves the right to access any publicly available information about any employee.

No employee shall be dismissed, suspended, disciplined, reassigned, transferred, or otherwise retaliated against solely for acting to protect a student engaged in conduct authorized under Education Code 48907 or 48950.

When necessary to protect the health, welfare, or safety of students and staff, school officials may search district property under an employee's control.

#### Whistleblower Protection

An employee shall have the right to disclose to a Board member, a school administrator, a member of the County Board of Education, the County Superintendent of Schools, or the Superintendent of Public Instruction any improper governmental activity by the district or a district employee that violates state or federal law, is economically wasteful, or involves gross misconduct, incompetency, or inefficiency. When the employee has reasonable cause to believe that the information discloses a violation of state or federal statute or a violation of or noncompliance with a state or federal rule or regulation, the employee has the right to disclose such information to a government or law enforcement agency or to refuse to participate in any such activity. (Education Code 44112, 44113; Labor Code 1102.5)

The Superintendent or designee shall prominently display in lettering larger than size 14 point type a list of employees' rights and responsibilities under the whistleblower laws, including the telephone number of the whistleblower hotline maintained by the office of the California Attorney General. (Labor Code 1102.7, 1102.8)

No employee shall use or attempt to use official authority status or influence to intimidate, threaten, coerce, or command, or attempt to intimidate, threaten, coerce, or command, another employee for the purpose of interfering with that employee's right to disclose improper governmental activity. (Education Code 44113)

An employee who has disclosed improper governmental activity and believes that acts or attempted acts of reprisal have subsequently occurred shall file a written complaint in accordance with the district's complaint procedures. After filing a complaint with the district, the employee may also file a copy of the complaint with local law enforcement and/or seek civil law remedies against the supervisor or administrator who retaliated or attempted to retaliate against the employee, in accordance with Education Code 44114.

#### **Protection Against Liability**

No employee shall be liable for harm caused by the employee's act or omission when acting within the scope of employment or district responsibilities, the employee's act or omission is in conformity with federal, state, and local laws, district policy, or administrative regulation, and the employee's act or omission is in furtherance of an effort to control, discipline, expel, or suspend a student or to maintain order or control in the classroom or school. (20 USC 7946)

The protection against liability shall not apply when: (20 USC 7946)

- 1. The employee acted with willful or criminal misconduct, gross negligence, recklessness, or a conscious, flagrant indifference to rights or safety of the individual harmed.
- 2. The employee caused harm by operating a motor vehicle or other vehicle requiring license or insurance.
- 3. The employee was not properly licensed, if required, by state law for such activities.
- 4. The employee was found by a court to have violated a federal or state civil rights law.
- 5. The employee was under the influence of alcohol or any drug at the time of the misconduct.
- 6. The misconduct constituted a crime of violence pursuant to 18 USC 16 or an act of terrorism for which the employee has been convicted in a court.
- 7. The misconduct involved a sexual offense for which the employee has been convicted in a court.
- 8. The misconduct occurred during background investigations, or other actions, involved in the employee's hiring.

#### Policy 4140: Bargaining Units

Original Adopted Date: 06/19/2019 | Last Revised Date: 03/09/2021

The Governing Board recognizes the right of district employees to form a bargaining unit and to select an employee organization as the exclusive representative to represent the employees in the employees' employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Employees shall not be prohibited from wearing union buttons or other items that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

#### Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

A bargaining unit of supervisory employees may be recognized if the bargaining unit includes all supervisory employees and is not represented by an employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)

For this purpose, supervisory employee means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. In the employment relationship with the district, such employees may represent themselves or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. An employee organization representing management or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. (Government Code 3543.4)

Management employee means any employee who has significant responsibilities for formulating district policies or administering district programs, and whose position is designated as a management position by the Board. (Government Code 3540.1)

Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

#### Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550)

The Superintendent or designee may communicate with district employees regarding their rights under the law. Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

However, before disseminating to multiple employees any mass communication concerning employees' right to join or support an employee organization or to refrain from joining or supporting an employee organization, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the district

and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the district's mass communication, provided that at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code 3553)

#### **Access to New Employee Orientations**

The district shall permit employee organizations access to new employee orientation or onboarding process where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation, except that a shorter notice may be provided if an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice. (Government Code 3555.5, 3556)

Following a request to negotiate by either party, the structure, time, and manner of access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, matters related to access to the new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Until June 30, 2025, in addition to above provisions regarding new employee orientations, the district shall ensure the following: (Government Code 3556)

- 1. When an inperson new employee orientation has not been conducted within 30 days of hiring any new employee who is working in person, the Superintendent or designee shall permit the exclusive representative to schedule an inperson meeting which newly hired employees shall have an opportunity to attend, at the employee's worksite and during employment hours. Each newly hired employee within the bargaining unit shall be provided at least 30 minutes of paid time to attend the meeting.
  - Upon the request of an exclusive representative scheduling such an inperson meeting, the Superintendent or designee shall provide an appropriate on-site meeting space within seven days of receiving the exclusive representative's request.
- 2. When, by reason of a state or local public health order limiting the size of gatherings, the district is prohibited from organizing a new employee orientation, an exclusive representative may schedule multiple meetings to ensure that newly hired employees have an opportunity to attend without exceeding the maximum allowable number of people.

#### Access to Employee Contact Information

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee in the bargaining unit, within 30 days of hire or by the first pay period of the month following hire, unless the exclusive representative has agreed to a different interval for the provision of the information. In addition, the Superintendent or designee shall provide the exclusive representative the same information in regard to all employees in the bargaining unit at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 6254.3)

However, the Superintendent or designee shall not disclose the home address and any phone numbers on file for employees performing law enforcement-related functions, nor disclose the home address, home or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207 or of any employee who provides a written request that the information not be disclosed to the exclusive representative. Following receipt of a written request, the district

shall remove the employee's home address, home and personal cell phone numbers, and personal email address from any mailing list maintained by the district unless the list is only used by the district to contact the employee. (Government Code 3558, 6207, 6254.3)

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

At least, at the beginning of each school year, the Superintendent or designee shall review the list of district employees to ensure that the list is complete and contains accurate information.

#### Communications with Employees

Employee organizations may have access at reasonable times to areas in which employees work and may use district facilities at reasonable times for the purpose of meetings. Subject to reasonable regulation, employee organizations may also use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees. (Government Code 3543.1)

Access to district means of communication shall be limited in cases where such access would be disruptive to district operations.

## Membership Dues or Other Payments to an Employee Organization

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount which has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)

When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

#### Policy 4216: Probationary/Permanent Status

Original Adopted Date: 05/10/2011 | Last Revised Date: 01/15/2020

The Governing Board desires to employ and retain highly qualified classified personnel to support the district's educational program and operations. Newly hired classified employees shall serve a probationary period during which the Board shall determine their suitability for long-term district employment.

A probationary employee who has been employed by the district for six months or 130 days of paid service, whichever is longer, shall be classified as a permanent employee of the district. (Education Code 45113, 45301)

However, in order to receive permanent classified service status, a full-time district police officer or public safety dispatcher who operates a dispatch center certified by the Commission on Peace Officer Standards and Training shall serve in a probationary status for not less than one year from the date of appointment. (Education Code 45113, 45301)

Probationary employees shall receive written performance evaluations by their supervisor during the probationary period. These evaluations shall indicate whether the evaluator is satisfied or not satisfied with the employee's ability, performance, and compatibility with the job.

The district may, without cause, dismiss a new employee during the probationary period.

Permanent employees promoted to a higher classification shall be considered probationary in their new position until they have satisfactorily completed the probationary period.

A permanent employee who accepts a promotion and fails to complete the probationary period for that promotional position shall be employed in the classification from which the employee was promoted. (Education Code 45113, 45301)

This policy shall be made available to classified employees and the public. (Education Code 45113)

## **Policy 6146.1: High School Graduation Requirements**

Original Adopted Date: 06/19/2019 | Last Revised Date: 12/15/2021

Status: DRAFT

The Governing Board desires to prepare all students to successfully complete the high school course of study and obtain a diploma that represents their educational achievement and increases their opportunities for postsecondary education and employment.

District students shall complete graduation course requirements as specified in Education Code 51225.3 and those adopted by the Board, except for students who are exempted as provided in "Exemptions from District-Adopted Graduation Requirements," below. Students who are exempted from district-adopted graduation requirements shall be eligible to participate in any graduation ceremony and school activity related to graduation in which other students are eligible to participate.

#### **Course Requirements**

To obtain a high school diploma, students shall complete the following courses in grades 9-12, with each course being one year unless otherwise specified:

- 1. Four courses in English (Education Code 51225.3)
- 2. Three courses in mathematics (Education Code 51225.3)

Students shall complete at least one mathematics course that meets the state academic content standards for Algebra I or Mathematics I. Students may complete such coursework prior to grade 9 provided that they also complete two mathematics courses in grades 9-12. (Education Code 51224.5)

- 3. Three courses in science, including biological and physical sciences (Education Code 51225.3)
- 4. Three courses in social studies, including United States (U.S.) history and geography; world history, culture, and geography; a one-semester course in American government and civics; and a one-semester course in economics (Education Code 51225.3)
- One course in visual or performing arts, world language, or career technical education (CTE). For purposes of this requirement, a course in American Sign Language shall be deemed a course in world language. (Education Code 51225.3)

To be counted towards meeting graduation requirements, a CTE course shall be aligned to the CTE model curriculum standards and framework adopted by the State Board of Education. (Education Code 51225.3)

- 6. Two courses in physical education, unless the student has been otherwise exempted pursuant to other sections of the Education Code (Education Code 51225.3)
- 7. Beginning with the 2029-30 school year, a one-semester course in ethnic studies (Education Code 51225.3)

Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.

## **Exemptions from District-Adopted Graduation Requirements**

Prior to the beginning of grade 10, the individualized education program (IEP) team for each student with disabilities shall determine whether the student is eligible for exemption from all coursework and other requirements adopted by the Board in addition to the statewide course requirements for high school graduation, and if so, shall notify the student's parent/guardian of the exemption. A student with disabilities shall be eligible for the exemption, if the student's IEP provides for both of the following requirements: (Education Code 51225.31)

- 1. That the student take the alternate assessment aligned to alternate achievement standards in grade 11 as described in Education Code 60640
- 2. That the student complete state standards aligned coursework to meet the statewide coursework specified in Education Code 51225.3

In addition, a foster youth, homeless student, former juvenile court school student, child of a military family, or migrant student who transfers into the district or between district schools any time after completing the second year

of high school, or a newly arrived immigrant student who is in the third or fourth year of high school and is participating in a newcomer program, shall be exempted from any graduation requirements adopted by the Board that are in addition to statewide course requirements. This exemption shall not apply if the Superintendent or designee makes a finding that the student is reasonably able to complete the requirements in time to graduate by the end of the fourth year of high school.

Within 30 days of the transfer into a school by a foster youth, homeless student, former juvenile court school student, child of a military family, migrant student, or a newly arrived immigrant student, or of the commencement of participation in a newcomer program, as applicable, the Superintendent or designee shall notify any eligible student, and others as required by law, of the availability of the exemption from local graduation requirements and whether the student qualifies for it. (Education Code 51225.1)

#### **Retroactive Diplomas**

Any student who completed grade 12 in the 2003-04 through 2014-15 school year and met all applicable graduation requirements other than the passage of the high school exit examination shall be granted a high school diploma. (Education Code 51413)

In addition, the district may retroactively grant high school diplomas to former students who: (Education Code 48204.4, 51430, 51440)

1. Departed California against their will while in grade 12 and did not receive a diploma because the departure interrupted their education, provided that they were in good academic standing at the time of the departure

Persons may be considered to have departed California against their will if they were in custody of a government agency and were transferred to another state, were subject to a lawful order from a court or government agency that authorized their removal from California, were subject to a lawful order and were permitted to depart California before being removed from California pursuant to the lawful order, were removed or were permitted to depart voluntarily pursuant to the federal Immigration and Nationality Act, or departed due to other circumstances determined by the district that are consistent with the purposes of Education Code 48204.4.

In determining whether to award a diploma under these circumstances, the Superintendent or designee shall consider any coursework that may have been completed outside of the U.S. or through online or virtual courses.

2. Were interned by order of the federal government during World War II or are honorably discharged veterans of World War II, the Korean War, or the Vietnam War, provided that they were enrolled in a district high school immediately preceding the internment or military service and did not receive a diploma because their education was interrupted due to the internment or military service in those wars

Deceased former students who satisfy these conditions may be granted a retroactive diploma to be received by their next of kin.

- 3. Are veterans who entered the military service of the U.S. while in grade 12 and who had satisfactorily completed the first half of the work required for grade 12 in a district school
- 4. Were in their senior year of high school during the 2019-20 school year, were in good academic standing and on track to graduate at the end of the 2019-20 school year as of March 1, 2020, and were unable to complete the statewide graduation requirements as a result of the COVID-19 crisis

#### **Honorary Diplomas**

The Board may grant an honorary high school diploma to: (Education Code 51225.5)

- 1. An international exchange student who has not completed the course of study ordinarily required for graduation and who is returning to the student's home country following the completion of one academic school year in the district
- 2. A student who is terminally ill

The honorary diploma shall be clearly distinguishable from the regular diploma of graduation awarded by the district. (Education Code 51225.5)

#### Policy 6164.2: Guidance/Counseling Services

Original Adopted Date: 02/15/2017

The Governing Board recognizes that a structured, coherent, and comprehensive counseling program promotes academic achievement and growth, and serves the diverse needs of district students. The district shall provide an educational counseling program that offers students services and supports within a Multi-Tiered Systems of Support (MTSS) framework, in accordance with law. Counseling staff shall be available to provide students with individualized reviews of their educational progress toward academic and/or career and vocational goals and, as appropriate, may discuss social, personal, or other issues that may impact student learning and well-being.

The Superintendent or designee shall ensure that all persons employed to provide direct school counseling, school psychology, school social work services to students, and/or implement equitable school programs and services that support students' academic and social emotional development and college and career readiness shall possess the appropriate credential from the Commission on Teacher Credentialing authorizing their employment in such positions. Responsibilities of such positions shall be clearly defined in a job description.

Responsibilities of school counselors include, but are not limited to:

- 1. Engaging with, advocating for, and providing all students with direct services, such as individual counseling, group counseling, risk assessment, crisis response, and instructional services, including mental health and behavioral, academic, and postsecondary educational services and indirect services, including but not limited to, positive school climate strategies, teacher and parent consultations, and referrals to public and private community services
- 2. Planning, implementing, and evaluating school counseling programs
- 3. Working within a MTSS that uses multiple data sources to monitor and improve student behavior, attendance, engagement, and achievement
- 4. Developing, coordinating, and supervising comprehensive student support systems in collaboration with teachers, administrators, other pupil personnel services professionals, families, community partners, and community agencies, including county mental health agencies
- 5. Promoting and maintaining a safe learning environment for all students by providing restorative practices, positive behavior interventions, and support services, and by developing a variety of intervention strategies, and using those strategies, to meet individual, group, and school community needs before, during, and after a crisis
- 6. Intervening to ameliorate school-related problems, including problems related to chronic absences and retention
- 7. Using research-based strategies to promote mental wellness, reduce mental health stigma, and to identify characteristics, risk factors, and warning signs of students who develop, or are at risk of developing, mental health and behavioral disorders and who experience, or are at risk of experiencing, mistreatment, including mistreatment related to any form of conflict or bullying
- 8. Improving school climate and student well-being by addressing the mental and behavioral health needs of students during a period of transition, separation, heightened stress, and critical changes, accessing community programs and services to meet those needs, and providing other appropriate services
- 9. Enhancing students' social and emotional competence, character, health, civic engagement, cultural literacy, and commitment to lifelong learning and the pursuit of high-quality educational programs
- 10. Providing counseling services for unduplicated students who are classified as English learners, or foster youth, homeless children, and students eligible for free and reduced-priced meals, including interventions and support services that enhance equity and access to appropriate education systems and public and private services
- 11. Engaging in continued development as a professional school counselor

Beginning in grade 7, parents/guardians shall receive a general notice at least once before career counseling and course selection so that they may participate in the counseling sessions and decisions. (Education Code 221.5)

The educational counseling program shall include academic counseling and postsecondary services, in the following areas (Education Code 49600):

- 1. Development and implementation, with parent/guardian involvement, of the student's immediate and long-range educational plans
- 2. Optimizing progress towards achievement of proficiency standards and competencies
- 3. Completion of the required curriculum in accordance with the student's needs, abilities, interests, and aptitudes
- 4. Academic planning for access and success in higher education programs, including advisement on courses needed for admission to colleges and universities, standardized admissions tests, and financial aid
- 5. High-quality career programs at all grade levels in which students are assisted in doing all of the following:
  - a. Planning for the future, including, but not limited to, identifying personal interests, skills, and abilities, career planning, course selection, and career transition
  - b. Becoming aware of personal preferences and interests that influence educational and occupational exploration, career choice, and career success
  - c. Developing work self-efficacy for the ever-changing work environment, the changing needs of the workforce, and the effects of work on quality of life
  - d. Understanding the relationship between academic achievement and career success, and the importance of maximizing career options
  - e. Understanding the value of participating in career technical education pathways, programs, and certifications, including, but not limited to, those related to regional occupational programs and centers, the federal program administered by the United States Department of Labor offering free education and vocational training to students, known as "Job Corps," the California Conservation Corps, work-based learning, industry certifications, college preparation and credit, and employment opportunities
  - f. Understanding the need to develop essential employable skills and work habits
  - g. Understanding entrance requirements to the Armed Forces of the United States, including the benefits of the Armed Services Vocational Aptitude Battery (ASVAB) test

The district's educational counseling program also may include, but not be limited to, identification of students who are at risk of not graduating with their peers, development of a list of coursework and experience necessary to assist students to satisfy the curricular requirements for college admission and successfully transition to postsecondary education or employment, and counseling regarding available options for students who fail to meet graduation requirements to continue with their education.

The Superintendent or designee shall establish and maintain a program of guidance, placement, and follow-up for all high school students subject to compulsory continuation education. (Education Code 48431)

As part of the district's educational counseling program, students may be offered mental and behavioral health services under which a student may receive prevention, intervention, short-term counseling services, and mental health related classroom instruction to reduce stigma and increase awareness of counseling support services.

No counselor shall unlawfully discriminate against any student. Guidance counseling regarding school programs and career, vocational, or higher education opportunities shall not be differentiated on the basis of any protected category specified in BP 0410 - Nondiscrimination in District Programs and Activities.

In addition, counselors shall affirmatively explore with a student the possibility of careers, or courses leading to careers, that are nontraditional for that student's sex. (Education Code 221.5)

For assessing or counseling students, the district shall not use testing or other materials that permit or require impermissible or unlawful differential treatment of students. (5 CCR 4931)

Colleges and prospective employers, including military recruiters, shall have the same access to students for recruiting purposes. (Education Code 49603; 10 USC 503; 20 USC 7908)

The Superintendent or designee shall collaborate with businesses, government agencies, postsecondary institutions including universities and career technical schools, community organizations, and/or other employers to provide students with actual or simulated work-based learning opportunities through college and/or career fairs.

When planning to hold a college or career fair, the Superintendent or designee shall notify each apprenticeship program in the county. The notification shall include the planned date, time and location of the college or career fair. (Labor Code 3074.2)

#### Personal or Mental Health Counseling

A school counselor, school psychologist, or school social worker may provide individualized personal, mental health, or family counseling to students in accordance with the specialization(s) authorized by their credential. Such services may include, but are not limited to, support related to the student's social and emotional development, behavior, substance abuse, mental health assessment, depression, or mental illness. As appropriate, students and their parents/guardians shall be informed about community agencies, organizations, or health care providers that offer qualified professional assistance.

Written parent/guardian consent shall be obtained before mental health counseling or treatment services are provided to a student, except when the student is authorized to consent to the service pursuant to Family Code 6920-6929, Health and Safety Code 124260, or other applicable law.

Any information of a personal nature disclosed to a school counselor by a student age 12 years or older or by the student's parent/guardian is confidential and shall not become part of the student record without the written consent of the person who disclosed the confidential information. The information shall not be revealed, released, discussed, or referred to except under the limited circumstances specified in Education Code 49602. (Education Code 49602)

A counselor shall consult with the Superintendent or designee and, as appropriate, with the district's legal counsel whenever unsure of how to respond to a student's personal problem or when questions arise regarding the possible release of confidential information regarding a student.

#### **Crisis Counseling**

The Board recognizes the need for a prompt and effective response when students are confronted with a traumatic incident. School counselors shall assist in the development of the comprehensive school safety plan, emergency and disaster preparedness plan, and other prevention and intervention practices designed to assist students and parents/guardians before, during, and after a crisis.

Early identification and intervention plans shall be developed to help identify those students who may be at risk for violence so that support may be provided before they engage in violent or disruptive behavior.

In addition, the Superintendent or designee shall identify crisis counseling resources to train district staff in effective threat assessment, appropriate response techniques, and/or methods to directly help students cope with a crisis if it occurs.

#### **Policy 6178: Career Technical Education**

Original Adopted Date: 01/16/2019

The Governing Board desires to provide a comprehensive career technical education (CTE) program in the secondary grades which integrates core academic instruction with technical and occupational instruction in order to increase student achievement, graduation rates, and readiness for postsecondary education and employment. The district's CTE program shall be designed to help students develop the academic, career, and technical skills needed to succeed in a knowledge- and skills-based economy.

The district's CTE program shall focus on preparing students to enter current or emerging high-skill, high-wage, and/or high-demand occupations by providing a rigorous academic component and practical experience in all aspects of an industry. CTE opportunities may be offered through linked learning programs, partnership academies, apprenticeship programs or orientation to apprenticeships, regional occupational centers or programs (ROC/Ps), charter schools, small learning communities, magnet programs, or other programs that expose students to career options while preparing them for future careers in a given industry or interest area.

The Superintendent or designee shall explore available funding sources that may be used to support CTE programs. The Board shall review and approve all district plans and applications for the use of district, state, and/or federal funds supporting CTE.

The Board shall adopt district standards for CTE which meet or exceed the state's model content standards and describe the essential knowledge and skills that students enrolled in these courses are expected to master. The course curriculum shall be aligned with district-adopted standards and the state's curriculum framework.

At least every three years, the Board shall compare the district's curriculum, course content, and course sequence of CTE with the model state curriculum standards. (Education Code 52376)

The Superintendent or designee shall systematically review the district's CTE courses to determine the degree to which each course may offer an alternative means for completing and receiving credit for specific portions of the course of study prescribed by the district for high school graduation. CTE courses approved for these purposes shall be equivalent in content and rigor to the courses prescribed for graduation. (Education Code 52376)

The Superintendent or designee shall develop partnerships with local businesses and industries to ensure that course sequences, career technical and integrated curriculum, classroom instruction and projects, and assessments have real-world relevance and reflect labor market needs and priorities. The Superintendent or designee shall also work to develop connections with businesses, postsecondary institutions, community organizations, and/or other employers to provide students with actual or simulated work-based learning opportunities.

The Superintendent or designee shall collaborate with postsecondary institutions to ensure that the district's program is articulated with postsecondary programs in order to provide a sequential course of study. Articulation opportunities may include dual or concurrent enrollment in community college courses.

The Board shall appoint a CTE advisory committee to develop recommendations on the district's CTE program and to serve as a liaison between the district and potential employers. The committee shall consist of at least one student, teacher, business representative, industry representative, school administrator, member of the general public knowledgeable about the disadvantaged, and representative of the field office of the California Employment Development Department. (Education Code 8070)

In addition, districts that include a course in CTE as an alternative to the visual or performing arts or foreign language course requirement for high school graduation, as authorized by Education Code 51225.3, are required by Education Code 48980 to provide a list of CTE courses offered by the district that satisfy the a-g course requirements for college admission and to specify which requirements they satisfy. Districts that do not allow this alternative graduation requirement should modify the following paragraph accordingly.

The Superintendent or designee shall inform all secondary students and their parents/guardians about the CTE experiences available in the district, CTE courses that satisfy college admission criteria, and, if applicable, CTE courses that satisfy high school graduation requirements. In addition, secondary students shall receive individualized academic counseling which provides information about academic and CTE opportunities related to the student's

career goals.

Prior to the beginning of each school year, the Superintendent or designee shall advise students, parents/guardians, employees, and the general public that all CTE opportunities are offered without regard to any actual or perceived characteristic protected from discrimination by law. The notification shall be disseminated in languages other than English as needed and shall state that the district will take steps to ensure that the lack of English language skills will not be a barrier to admission and participation in the district's CTE program. (20 USC 2354; 34 CFR 100 Appendix B, 104.8, 106.9)

To the extent required by law, the Superintendent or designee shall invite the participation of private school students in CTE programs supported by federal funding under the Strengthening Career and Technical Education for the 21st Century Act (Perkins). (20 USC 2397)

The Superintendent or designee shall collaborate with businesses, government agencies, postsecondary institutions including universities and career technical schools, community organizations, and/or other employers to provide students with actual or simulated work-based learning opportunities through college and/or career fairs.

When planning to hold a college or career fair, the Superintendent or designee shall notify each apprenticeship program in the county. The notification shall include the planned date, time and location of the college or career fair. (Labor Code 3074.2)

The Superintendent or designee shall ensure that teachers of CTE courses possess the qualifications and credentials necessary to teach their assigned courses. The Superintendent or designee shall also provide teachers and administrators with professional development designed to enhance their knowledge of standards-aligned CTE and shall provide opportunities for CTE teachers to collaborate with teachers of academic courses in the development and implementation of integrated curriculum models.

The Superintendent or designee shall provide counselors and other guidance personnel with professional development that includes, but is not limited to, information about current workforce needs and trends, requirements of the district's CTE program, work-based learning opportunities, and postsecondary education and employment options following high school.

The Superintendent or designee shall regularly assess district needs for facilities, technologies, and equipment to increase students' access to the district's CTE program.

The Superintendent or designee shall annually report to the Board achievement data on participating students, including, but not limited to, the percentage of participating students who successfully complete CTE programs, their performance on state and district academic achievement tests, and graduation rates. Data shall be disaggregated by program and various student subgroups. Based on such data, the Board shall determine the need for program improvements and update the goals in the district's local control and accountability plan as necessary.

#### **Policy 7110: Facilities Master Plan**

Original Adopted Date: 05/10/2011

The Governing Board recognizes the importance of long-range planning for school facilities in order to address changes in student enrollment, teacher housing needs, and the district's educational program. The Superintendent or designee shall develop, for Board approval, a master plan for district facilities which describes the district's anticipated short- and long-term facilities needs and priorities.

#### Plan Development

The district's facilities master plan shall be based on an assessment of the condition and adequacy of existing facilities, a projection of future enrollments, and alignment of facilities with the district's vision for the instructional program.

To solicit broad input into the planning process, the Superintendent or designee may establish a facilities advisory committee consisting of staff, parents/guardians, and business, local government, and other community representatives. The Superintendent or designee shall ensure that the public is informed of the need for construction and modernization of facilities and of the district's plans for facilities.

At least 45 days prior to completion of any facilities plan that relates to the potential expansion of existing school sites or the necessity to acquire additional school sites, the Superintendent or designee shall notify and provide copies of the plan or any relevant and available information to the planning commission or agency of the city or county with land use jurisdiction within the district. (Government Code 65352.2)

If the city or county commission or agency requests a meeting, the Superintendent or designee shall meet with the commission or agency within 15 days following the notification. Items that the parties may discuss at the meeting include, but are not limited to, methods of coordinating planning with proposed revitalization efforts and recreation and park programs, options for new school sites, methods of maximizing the safety of persons traveling to and from the site, and opportunities for financial assistance. (Government Code 65352.2)

The master plan shall be regularly reviewed and updated as necessary to reflect changes in the educational program, existing facilities, finances, or demographic data.

#### **Plan Components**

The facilities master plan shall include:

- 1. A statement of purpose, including district goals, philosophy, and related policies
- 2. A description of the planning process
- 3. Demographics of the community, such as economic trends, migration patterns, employment base, residential base, socioeconomic makeup, historical school enrollments, and inventory of physical resources and needs
- 4. A description of the educational program, such as grade-level organization, class size, staffing patterns, technology plans, special programs and support services, and other educational specifications
- 5. Analysis of the safety, adequacy, and equity of existing facilities and potential for expansion, including the adequacy of classrooms, school cafeterias and food preparation areas, physical activity areas, playgrounds, parking areas, and other school grounds
- 6. Site selection criteria and process
- 7. Development of a capital planning budget and identification of potential funding sources
- 8. Policy for reviewing and updating the plan

Planning shall ensure that school facilities meet the following minimum standards: (5 CCR 14001)

1. Are aligned with the district's educational goals and objectives

- 2. Provide for maximum site enrollment at school facilities
- 3. Are located on a site that meets California Department of Education standards as specified in 5 CCR 14010
- 4. Are designed for the environmental comfort and work efficiency of the occupants
- 5. Are designed to require a practical minimum of maintenance
- 6. Are designed to meet federal, state, and local statutory requirements for structure, fire, and public safety
- 7. Are designed and engineered with flexibility to accommodate future need

Plans for the design and construction of new school facilities shall also meet the standards described in 5 CCR 14030, the California Green Building Standards Code, Title 24, Part 11 of the California Code of Regulations ("CALGreen"), the Americans with Disabilities Act (ADA) pursuant to 42 USC 12101-12213, and any other requirements applicable to the funding source and type of project.

However, plans for residential housing, which includes any building used or intended to be used by the district as a personal residence by a teacher or employee of the district, is not considered to be a "school building" and does not require approval by the Department of General Services regarding earthquake safety and/or the ADA. (Education Code 17283.5; Government Code 4454.5)

To facilitate the efficient use of public resources when planning for new construction or modernization of school facilities, the district may consider designs that facilitate joint use of the facility with a local governmental agency, public postsecondary institution, or nonprofit organization.

## **Policy 7150: Site Selection And Development**

Original Adopted Date: 05/10/2011

The Governing Board believes that a school site should serve the district's educational needs in accordance with the district's master plan, as well as show potential for contributing to other community needs.

The Board recognizes the importance of community input in the site selection process. To this end, the Board will solicit community input whenever a school site is to be selected and shall provide public notice and hold public hearings in accordance with law.

The Superintendent or designee shall establish a site selection process which complies with law and ensures that the best possible sites are acquired and developed in a cost-effective manner.

Before acquiring property for a new school or an addition to an existing school site, the Board, at a public hearing, shall either evaluate the property using state site selection standards specified in 5 CCR 14010 or, if a district advisory committee was appointed to evaluate the property, receive the committee's report of findings based on those standards. (Education Code 17211, 17251)

## **Environmental Impact Investigation for the Site Selection Process**

The Superintendent or designee shall determine whether any proposed development project is subject to the requirements of the California Environmental Quality Act (CEQA) and shall ensure compliance with this Act, including any web site posting requirements. When evaluating district projects, the CEQA guidelines shall be used.

Environmental review documents, including a draft environmental impact report, environmental impact report, negative declaration or mitigated negative declaration, and public notice of the preparation and availability of such documents, shall be posted on the district's web site. (Public Resources Code 21082.1, 21092, 21092.2)

#### **Agricultural Land**

If the proposed site is in an area designated in a city, county, or city and county general plan for agricultural use and zoned for agricultural production, the Board shall determine all of the following: (Education Code 17215.5)

- 1. That the district has notified and consulted with the city, county, or city and county within which the prospective site is to be located
- 2. That the Board has evaluated the final site selection based on all factors affecting the public interest and not limited to selection on the basis of the cost of the land
- 3. That the district shall attempt to minimize any public health and safety issues resulting from the neighboring agricultural uses that may affect students and employees at the site

## Board Policy Manual Durham Unified School District

Status: DRAFT

#### **Bylaw 9100: Organization**

Original Adopted Date: 01/20/2016

Each year, the Governing Board shall hold an annual organizational meeting. In any year in which a regular election of district Board members is conducted, the organizational meeting shall be held within 15 days following the second Friday in December after the regular election. During all other years, the meeting may be held on any date in December, but no later than December 20th. (Education Code 35143)

During any year in which a regular election is conducted, the Board, at the regular meeting held immediately prior to the second Friday in December, shall select the day and time of the organizational meeting. For any other year, the day and time of the organizational meeting shall be selected at the last regular meeting held immediately before the annual meeting. On behalf of the Board, the Superintendent shall notify the County Superintendent of Schools of the day and time selected. Within 15 days prior to the date of the annual meeting, the Superintendent shall notify in writing all Board members and members-elect of the date and time selected for the meeting. (Education Code 35143)

At this meeting the Board shall:

- 1. Elect a president and a clerk and/or vice president from its members
- 2. Appoint the Superintendent as secretary to the Board
- 3. Authorize signatures
- 4. Approve a schedule of regular meetings for the year and a Board governance calendar stating the time when the Board will address important governance matters
- 5. Designate Board representatives to serve on committees or commissions of the district, other public agencies, or organizations with which the district partners or collaborates
- 6. Review and/or consider resources that define and clarify the Board's governance and leadership roles and responsibilities including, but not limited to, governance standards, meeting protocols, Board rules and bylaws, and other Board development materials

#### **Election of Officers**

The Board shall each year elect its entire slate of officers.

The election of Board officers shall be conducted during an open session of the annual organizational meeting.

SUBJECT: California Schools Healthy Air, Plumbing, and Efficiency Program Grant			
PREPARER: Aimee Be RECOMMENDATION:	Approve Accept Information Only	☐ Do Not Approve ☐ Discuss	
charter schools, and regional	ides grants to local education occupational programs, to	thy Air, Plumbing, and Efficiency onal agencies, that includes school districts, fund the assessment, maintenance, and	
noncompliant plumbing fixtur	installation of carbon dioxi	de monitors, and replacement of	

## **GRANT AGREEMENT**

CEC-146 (Revised 3/2019)





RECIPIENT	AGREEMENT NUMBER
Durham Unified	22R3VA1508
Aimee Belei PO Box 300 Durham , CA 95938	AGREEMENT TERM  Ends 24 months after Effective Date  The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

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

Exhibit A - Scope of Work

Exhibit B - Budget

Exhibit C - Agreement Contacts

Exhibit D - Terms and Conditions

EIMBURSABLE AMOUNT

\$260,081.71

Total of REIMBURSABLE AMOUNT

\$260,081.71

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

CALIFORNIA ENERGY COMMISSION		RECIPIENT		
AUTHORIZED SIGNATURE	DATE	Authorized Signature  Amu Beler	11/3/22	
Adrienne Winuk		Aimee Beleu		
Contracts, Grants, and Loans Office Manager		Assistant Superintdent of Business & Opt		
CALIFORNIA ENERGY COMMISSION ADDRESS 1516 9th Street, MS 18, Sacramento, CA 95814				

# **EXHIBIT A Scope of Work**

Durham Unified 04614320000000	Total Number of Sites 3
Site Name Durham High Durham Elementary Durham Intermediate	<b>CDS Code</b> 04614320433201 04614326003115 04614326105761
Durham High Category Assessment & Maintenance Filter Monitor	<b>Unit Count</b> 57 157 35
Durham Elementary Category Assessment & Maintenance Filter Monitor	<b>Unit Count</b> 40 74 31
Durham Intermediate Category Assessment & Maintenance Filter Monitor	<b>Unit Count</b> 24 22 14

## EXHIBIT B Budget

Durham Unified 04614320000000	Total Requested Amount \$260,081.71
Site Name Durham High Durham Elementary Durham Intermediate	Requested Amount \$119,730.00 \$88,979.83 \$51,371.88
Durham High Category Assessment & Maintenance Filter Monitor Contingency	Requested Amount \$67,000.00 \$11,775.00 \$21,000.00 \$19,955.00
Durham Elementary Category Assessment & Maintenance Filter Monitor Contingency	Requested Amount \$50,000.00 \$5,549.86 \$18,600.00 \$14,829.97
Durham Intermediate Category Assessment & Maintenance Filter Monitor Contingency	Requested Amount \$32,760.00 \$1,649.90 \$8,400.00 \$8,561.98
<b>Total Grant Award</b> Initial Payment Final Payment	\$260,081.71 \$130,040.86 \$130,040.85

## **EXHIBIT C Contacts**

## **CalSHAPE Program Staff**

California Energy Commission 715 P Street Sacramento, CA 95814 E-mail: CalSHAPE@energy.ca.gov

## **Confidential Deliverables/Products**

Adrienne Winuk, Manager California Energy Commission Contracts, Grants and Loans Office 715 P Street, MS - 18 Sacramento, CA 95814 E-mail: Adrienne.Winuk@energy.ca.gov

## **Invoices, Progress Reports and Non-Confidential Deliverables to**

Mary Hung California Energy Commission **Accounting Office** 714 P Street MS - 2 Sacramento, CA 95813 E-mail: Mary.Hung@energy.ca.gov

# EXHIBIT C Contacts

## **LEA Contact (Primary)**

Name

Aimee Beleu P.O. Box 300

Address City, State, Zip

Durham, CA 95938

E-mail

abeleu@durhamunified.org

## **LEA Contact (Alternate)**

Name

John Bohannon P.O. Box 300

Address City, State, Zip

Durham, CA 95938

E-mail

jbohannon@durhamunified.org

## **LEA Contact (Alternate)**

Name

Tina Blenn

Address

P.O. Box 300

City, State, Zip

Durham, CA 95938

E-mail

tblenn@durhamunified.org

## **EXHIBIT D**

# CALIFORNIA SCHOOLS HEALTHY AIR, PLUMBING, AND EFFICIENCY (CALSHAPE) STANDARD GRANT TERMS AND CONDITIONS

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#### 1. Introduction

This grant agreement (Agreement) between the California Energy Commission (Energy Commission, or Commission) and the Recipient is funded by the School Energy Efficiency Stimulus Program, established by Assembly Bill 841 (Ting, Chapter 372, Statutes of 2020), which in part provides grants to assess, maintain, adjust, repair, or upgrade heating, ventilation, and air conditioning systems. This grant program is referred to as the California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Ventilation Program.

This Agreement includes: (1) the Agreement signature page (form CEC-146); (2) the scope of work (Exhibit A); (3) the budget (Exhibit B); (4) a contacts list (Exhibit C); (5) these terms and conditions, which are standard requirements for CalSHAPE ventilation program grant awards (Exhibit D); (6) any special terms and conditions that the Energy Commission may impose to address the unique circumstances of the funded project, which take precedence in the event of a conflict with any provision of these terms and conditions (Exhibit E); (7) all attachments; and (8) all documents incorporated by reference.

All work and expenditure of Commission-reimbursed funds must occur prior to the Agreement term end date specified on the CEC-146 form.

## 2. Documents Incorporated by Reference

The documents below are incorporated by reference into this Agreement. These terms and conditions will govern in the event of a conflict with the documents below, with the exception of the documents in subsections (f) and (g) below. Where this Agreement or California laws and regulations are silent or do not apply, the Energy Commission will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

#### **Funding Documents**

- a. The notice of funding availability for the project supported by this Agreement
- b. The Recipient's application submitted in response to the notice of funding availability

#### **Program Guidelines**

 c. CalSHAPE Ventilation Program Commission Guidelines, available at <a href="https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program">https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program</a>

Federal Cost Principles (applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations)

d. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (Sections 200.400 et seq.)

## Federal Acquisition Regulations (applicable to commercial organizations)

e. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants)

#### Nondiscrimination

f. 2 California Code of Regulations, Section 11099 et seq.: Contractor Nondiscrimination and Compliance

#### General Laws

Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement

#### 3. Standard of Performance

In performing work under the Agreement, the Recipient, its subcontractors, and their employees are responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures for the type of work performed.

#### 4. Due Diligence

- a. The Recipient must take timely actions that, taken collectively, move this project to completion.
- b. Energy Commission staff will periodically evaluate the project schedule for completion of Scope of Work tasks. This evaluation may include but not be limited to random checks of project progress at periodic intervals set by the Energy Commission. Recipients subject to a project check must complete a progress report using a template prepared by the Energy Commission to provide information on the project status and expected completion date.
- c. If Energy Commission staff determines that: (1) the Recipient is not diligently completing the tasks in the Scope of Work; or (2) the time remaining in this Agreement is insufficient to complete all project tasks by the Agreement end date, Energy Commission staff may recommend that this Agreement be terminated, and the Commission may terminate this Agreement without prejudice to any of its other remedies.

#### 5. Products

a. **"Products"** are any tangible item specified for delivery to the Energy Commission in the Scope of Work, such as reports and summaries. The Recipient will submit all products identified in the Scope of Work to Energy Commission staff, in the manner and form specified in the Scope of Work.

If Energy Commission staff determines that a product is substandard given its description and intended use as described in this Agreement, Energy Commission staff, without prejudice to any of the Commission's other remedies, may refuse to authorize payment for the product and any subsequent products that rely on or are based upon the product under this Agreement.

#### b. Failure to Submit Products

Failure to submit a product required in the Scope of Work may be considered material noncompliance with the Agreement terms. Without prejudice to any other remedies, noncompliance may result in actions such as the withholding of future payments or awards, or the suspension or termination of the Agreement.

#### c. Legal Statements on Products

All documents that result from work funded by this Agreement and are released to the public must include the following statement to ensure no Commission endorsement of documents:

**LEGAL NOTICE** 

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. Neither the Commission, the State of California, nor the Commission's employees, contractors, or subcontractors makes any warranty, express or implied, or assumes any legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights. This document has not been approved or disapproved by the Commission, nor has the Commission passed upon the accuracy of the information in this document.

#### 6. Amendments

a. Procedure for Requesting Extensions

The Recipient must submit a written request to the CalSHAPE Program for a onetime only extension to the Agreement, not to exceed six-months nor the final program reporting deadline date of June 1, 2026. The request must include:

- A brief summary of the proposed extension; and
- A brief summary of the reason(s) for the extension

## b. Approval of Changes

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both of the parties except for the Commission's unilateral termination rights in Section 16 of these terms. No oral understanding or agreement is binding on any of the parties.

## 7. Contracting and Procurement Procedures

This section provides general requirements for agreements entered into between the Recipient and subcontractors for the performance of this Agreement.

- a. Contractor's Obligations to Subcontractors
  - 1) The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into for the performance of this Agreement.
  - 2) Nothing contained in this Agreement or otherwise creates any contractual relation between the Commission and any subcontractors, and no subcontract may relieve the Recipient of its responsibilities under this Agreement. The Recipient agrees to be as fully responsible to the Commission for the acts and omissions of its subcontractors or persons directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Recipient.

The Recipient's obligation to pay its subcontractors is an independent obligation from the Commission's obligation to make payments to the Recipient. As a result, the Commission has no obligation to pay or enforce the payment of any funds to any subcontractor.

- 3) The Recipient is responsible for establishing and maintaining contractual agreements with and reimbursing each subcontractor for work performed in accordance with the terms of this Agreement.
- b. Flow-Down Provisions

Subcontracts funded in whole or in part by this Agreement must include language conforming to the provisions below, unless the subcontracts are entered into by the University of California (UC) or the U.S. Department of Energy (DOE) national laboratories. UC may use the terms and conditions negotiated by the Energy Commission with UC for its subcontracts. DOE national laboratories may use the terms and conditions negotiated with DOE (please contact the Commission Grants Officer for these terms).

- Standard of Performance (Section 3)
- Legal Statements on Products (included in Section 5, "Products")
- Prevailing Wage (Section 10)
- Recordkeeping, Cost Accounting, and Auditing (Section 11)
- Equipment (Section 14)
- Indemnification (Section 17)
- Intellectual Property (Section 20)
- Access to Sites and Records (included in Section 22, "General Provisions")
- Nondiscrimination (included in Section 23, "Certifications and Compliance")
- Survival of the following sections:
  - Equipment (Section 14)
  - o Recordkeeping, Cost Accounting, and Auditing (Section 11)
  - Intellectual Property (Section 20)
  - Access to Sites and Records (included in Section 22, "General Provisions")

Subcontracts funded in whole or in part by this Agreement must also include the following:

- A clear and accurate description of the material, products, or services to be procured.
- A detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors breach contract terms, in addition to sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement.
- A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of the Commission.

#### c. Audits

All subcontracts entered into for the performance of this Agreement are subject to examination and audit by the Energy Commission, Bureau of State Audits, or the California Public Utilities Commission for a period of three (3) years after payment of the Recipient's final invoice under this Agreement.

#### d. Copies of Subcontracts

The Recipient must provide a copy of its subcontracts upon request by the Energy Commission.

e. Conflicting Subcontract Terms

Prior to the execution of this Agreement, the Recipient will notify the CalSHAPE Program of any known or reasonably foreseeable conflicts between this Agreement and its agreements with any subcontractors (e.g., conflicting intellectual property or payment terms). If the Recipient discovers any such conflicts after the execution of this Agreement, it will notify the CalSHAPE Program of the conflict within fifteen (15) days of discovery. The Energy Commission may, without prejudice to its other remedies, terminate this Agreement if any conflict impairs or diminishes its value.

## f. Penalties for Noncompliance

Without limiting the Commission's other remedies, failure to comply with the above requirements may result in the termination of this Agreement.

## 8. Payment of Funds

# a. Timing of Payment

See Chapter 3, Section G, Timing of Payment, of the CalSHAPE Ventilation Commission Guidelines.

Final payment will only be made after the Energy Commission: (1) receives and approves the Recipient's final reporting; and (2) receives and accepts all other required documentation necessary for the Energy Commission to determine the total final amount due to the Recipient, based on actual and allowable Incurred Costs and Paid Costs under this Agreement, up to the total grant award amount.

Without limiting any other rights and remedies available to the Energy Commission, Recipient must return funds to the Energy Commission received under this Agreement if, for example, the Recipient was overpaid in the first payment, did not complete the project, or did not meet other program requirements.

### b. Reimbursable Cost Requirements

In addition to any other requirements in this Agreement, the Energy Commission is only obligated to reimburse the Recipient for Incurred and Paid Costs that are (1) incurred during the Agreement Term; (2) invoiced within the required timeframes of this Agreement; (3) made in accordance with the Agreement's Budget; and (4) actual and allowable expenses under this Agreement.

ALL of the items in the Budget are capped amounts (i.e., maximums), and the Recipient can only bill its ACTUAL amount up to capped amounts listed in the Budget. For example, if the Budget includes an employee's hourly rate of \$50/hour but the employee is only paid \$40/hour, the Recipient can only bill for \$40/hour. Under the same example, if the employee earned \$70/hour but the Budget only lists \$50/hour, the Recipient can only bill for \$50. If the actual rates exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

### c. Payment Requests

Recipient agrees and acknowledges that time is of the essence in submitting the final payment request. The Commission has a limited period of time, set by law, in which it can reimburse funds under this Agreement. Without prejudice to the Commission's other rights, the Recipient risks not receiving any funds, and relieves the Commission of any duty and liability whatsoever to pay, for any payment requests received after the end of the Agreement.

## d. Invoice Approval and Disputes:

Payment is subject to Energy Commission staff's approval. Payments will be made to the Recipient for undisputed invoices. An undisputed invoice is an invoice submitted by the Recipient for work performed, for which project expenditures and products meet all Agreement conditions, and for which additional evidence is not required to determine its validity.

The invoice will be disputed if all products due for the billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of this Agreement. If the invoice is disputed, the Recipient will be notified by the CEC.

## e. Multiple Non-Energy Commission Funding Sources:

No payment will be made for costs identified in recipient invoices that have been or will be reimbursed by another source, including but not limited to an agreement with another government entity.

"Government Entity" means: (1) a state governmental agency; (2) a state college or university; (3) a local government entity or agency, including those created as a Joint Powers Authority; (4) an auxiliary organization of the California State University or a California community college; (5) the federal government; (6) a foundation organized to support the Board of Governors of the California Community Colleges; and (7) an auxiliary organization of the Student Aid Commission established under California Education Code Section 69522.

#### f. Reduced funding:

If the Energy Commission does not receive sufficient funds under the Budget Act or from the investor-owned utility administrators of the CalSHAPE program to fully fund the work identified in Exhibit A (Scope of Work), the following will occur:

- 1) If the Energy Commission has received a reduced amount of funds for the work, it may: (1) offer an Agreement amendment to the Recipient to reflect the reduced amount; or (2) cancel this Agreement (with no liability occurring to the State).
- 2) If the Energy Commission has received no funds for the work identified in Exhibit A: (1) this Agreement will be of no force and effect; (2) the State will have no obligation to pay any funds to the Recipient; and (3) the Recipient will have no obligation to perform any work under this Agreement.

## g. Allowability of Costs

1) Allowable Costs

The costs for which the Recipient will be reimbursed under this Agreement include all costs, direct and indirect, incurred in the performance of the work identified in the Scope of Work. Costs must be incurred within the Agreement term. Factors to be considered in determining whether an individual item of cost is allowable include: (i) reasonableness of the item, including necessity of the item for the work; (ii) applicable federal cost principles or acquisition regulations incorporated by reference in Section 2 of this Agreement; and (iii) the terms and conditions of this Agreement.

2) Unallowable Costs

See Chapter 3, Section I, Ineligible Costs, of the CalSHAPE Ventilation Program Commission Guidelines.

- Except as provided for in this Agreement or applicable California law or regulations, the Recipient will use the federal cost principles and/or acquisition regulations incorporated by reference in Section 2 of this Agreement when determining allowable and unallowable costs. In the event of a conflict, this Agreement takes precedence over the federal cost principles and/or acquisition regulations.
- h. Final Invoice for Remaining Funds

See Chapter 4, Section C, Final Documentation and Invoice for Remaining Funds, of the CalSHAPE Ventilation Program Commission Guidelines. The Recipient must submit all invoices electronically by uploading them to the CalSHAPE Online System, which is found at https://calshape.energy.ca.gov/.

- i. If the Recipient has not otherwise provided to the Commission documentation showing the Recipient's payment of Incurred Costs, the Recipient shall provide such documentation as soon as possible and not later than three working days from a request from Commission personnel.
- i. Certification

The following certification will be included on each payment request form and signed by the Recipient's authorized officer:

The documents included in this request for payment are true and correct to the best of my knowledge and I have authority to submit this request. I certify that reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract, or other procurement method. For projects considered to be a public work, prevailing wages were paid to eligible workers who provided labor for the work covered by this invoice; the Recipient and all subcontractors have complied with prevailing wage laws.

- 9. Reserved
- 10. Prevailing Wage
  - a. Requirement

Projects funded by the Energy Commission often involve construction, alteration, demolition, installation, repair, or maintenance work over \$1,000. Such projects might be considered "public works" under the California Labor Code (See California Labor Code Section 1720 et seq. and Title 8 California Code of Regulations, Section 16000 et seq.). Public works projects require the payment of prevailing wages. Prevailing wage rates can be significantly higher than non-prevailing wage rates.

## b. Determination of Project's Status

Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction may issue legally binding determinations that a particular project is or is not a public work. If the Recipient is unsure whether the project funded by the Agreement is a "public work" as defined in the California Labor Code, it may wish to seek a timely determination from DIR or an appropriate court. As such processes can be time consuming, it may not be possible to obtain a timely determination before the date for performance of the Agreement.

By accepting this grant, the Recipient is fully responsible for complying with all California public works requirements, including but not limited to payment of prevailing wage. As a material term of this grant, the Recipient must either:

- 1) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work; or
- 2) Assume that the project is a public work and ensure that:
  - Prevailing wages are paid unless and until DIR or a court of competent jurisdiction determines that the project is not a public work;
  - The project budget for labor reflects these prevailing wage requirements; and
  - The project complies with all other requirements of prevailing wage law, including but not limited to keeping accurate payroll records and complying with all working hour requirements and apprenticeship obligations.

California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when such payment is required.

## Subcontractors and Flow-down Requirements

The Recipient will ensure that its subcontractors also comply with the public works/prevailing wage requirements above. The Recipient will ensure that all agreements with its subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. The Recipient is responsible for any failure of its subcontractors to comply with California prevailing wage and public works laws.

### d. Indemnification and Breach

Any failure of the Recipient or its subcontractors to comply with the above requirements will constitute breach of this Agreement which excuses the Commission's performance of this Agreement at the Commission's option, and will be at the Recipient's sole risk. In such a case, the Commission will refuse payment to the Recipient of any amount under this award and the Commission will be released, at its option, from any further performance of this Agreement or any portion thereof. The Recipient will indemnify the Energy Commission and hold it harmless for any and all financial consequences arising out of or resulting from the failure of the Recipient and/or any of its subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

### e. Budget

The Recipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, the Recipient may wish to contact DIR or a qualified labor attorney for guidance.

## f. Covered Trades

For public works projects, the Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

### g. Questions

If the Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship, or other significant requirements of California prevailing wage law, the Recipient should consult DIR and/or a qualified labor attorney before entering into this Agreement.

## ha Certification

The Recipient will certify to the Energy Commission on each payment request form either that: (a) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws; or (b) the project is not a public work requiring the payment of prevailing wages. In the latter case, the Recipient will provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient will submit to the Energy Commission the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent this certificate, the Recipient will have no right to any funds under this Agreement, and Commission will be relieved of any obligation to pay any funds.

# 11. Recordkeeping, Cost Accounting, and Auditing

## a. Cost Accounting

The Recipient will keep separate, complete, and correct accounting of the costs involved in completing the project and any match-funded portion of the project. The Commission or its agent will have the right to examine the Recipient's books of accounts at all reasonable times, to the extent necessary to verify the accuracy of the Recipient's reports.

### Accounting Procedures

The Recipient's costs will be determined on the basis of its accounting system procedures and practices employed as of the effective date of this Agreement, provided that the Recipient uses generally accepted accounting principles and cost reimbursement practices. The Recipient's cost accounting practices used in accumulating and reporting costs during the performance of this Agreement will be consistent with the practices used in estimating costs for any proposal to which this Agreement relates; provided that such practices are consistent with the other terms of this Agreement and that such costs may be accumulated and reported in greater detail during performance of this Agreement.

The Recipient's accounting system will distinguish between direct and indirect costs. All costs incurred for the same purpose, in like circumstances, are either direct costs only or indirect costs only with respect to costs incurred under this Agreement.

- c. Inspections, Assessment, and Studies
  - If selected, the Recipient must cooperate with and participate in the following:
  - 1) An assessment of a funded project's greenhouse gas reductions and energy savings. This may include, but is not limited to, requests from Energy Commission staff or its delegate for data, project and equipment information, and reasonable access to the project site to assist with determining greenhouse gas reductions and energy savings attributable to the funded project. Costs associated with any activities associated with such an assessment will not be funded by a CalSHAPE Program grant.
  - 2) A site inspection and verification of installation and operation of new fixtures and appliances. This may include, but is not limited to, providing Energy Commission staff or its delegates reasonable access to the funded project site to inspect and verify installation and operation. Recipient understands that any such inspection and verification by Energy Commission staff or its delegates is not a safety inspection.
  - 3) A measurement and evaluation study that will be used to analyze current program performance and improve future program designs. This may include but is not limited to providing Energy Commission staff or its delegates data, project and equipment information, and reasonable access to the funded project site.

## d. Audit Rights

The Recipient will maintain books, records, documents, and other evidence, based on the procedures set forth above, sufficient to reflect properly all costs claimed to have been incurred in the performance of this Agreement. The Energy Commission, another state agency, and/or a public accounting firm designated by the Energy Commission may audit the Recipient's accounting records at all reasonable times, with prior notice by the Energy Commission.

It is the intent of the parties that the audits will ordinarily be performed not more frequently than once every twelve (12) months during the performance of the work and once at any time within three (3) years after payment by the Energy Commission of the Recipient's final invoice. However, performance of any such interim audits by the Energy Commission does not preclude further audit. The Energy Commission may audit books, records, documents, and other evidence relevant to the Recipient's royalty payment obligations (see Section 21) for a period of ten (10) years after payment of the Recipient's final invoice.

The Recipient will allow the auditor(s) to access such records during normal business hours, and will allow interviews of any employees who might reasonably have information related to such records. The Recipient will include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this Agreement.

# e. Refund to the Energy Commission

If the Energy Commission determines that any invoiced and paid amounts exceed the actual allowable incurred costs, the Recipient will repay the amounts to the Energy Commission within thirty (30) days of request or as otherwise agreed by the Energy Commission and the Recipient. If the Energy Commission does not receive such repayments, it will be entitled to take any actions enforce any remedies available to it, such as withholding further payments to the Recipient and seeking repayment from the Recipient.

## f. Audit Cost

The Recipient will bear its cost of participating in any audit (e.g., mailing or travel expenses). The Energy Commission will bear the cost of conducting the audit unless the audit reveals an error detrimental to the Energy Commission that exceeds more than ten percent (10%) or \$5,000 (whichever is greater) of the amount audited. The Recipient will pay the refund as specified in subsection (d), and will reimburse the Energy Commission for reasonable costs and expenses incurred by the Commission in conducting the audit.

### g. Match or Cost Share

If the budget includes a match share requirement, the Recipient's commitment of resources, as described in this Agreement, is a required expenditure for receipt of Energy Commission funds. The funds will be released only if the required match percentages are expended. The Recipient must maintain accounting records detailing the expenditure of the match (actual cash and in-kind, non-cash services), and report on match share expenditures on its request for payment.

# 12. Workers' Compensation Insurance

- a. The Recipient warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the CalSHAPE Program satisfactory evidence of this insurance upon the CalSHAPE Program's request.
- b. If the Recipient is self-insured for worker's compensation, it warrants that the self-insurance is permissible under the laws of the State of California and agrees to furnish to the CalSHAPE Program satisfactory evidence of the insurance upon the CalSHAPE Program's request.

## 13. Permits and Clearances

The Recipient is responsible for ensuring that all necessary permits and environmental documents are prepared and that clearances are obtained from the appropriate agencies.

## 14. Equipment

Title to equipment acquired by the Recipient with grant funds will vest in the Recipient. The Recipient may use the equipment in the project or program for which it was acquired as long as needed, regardless of whether the project or program continues to be supported by grant funds. However, the Recipient may not sell, lease, or encumber the property (i.e., place a legal burden on the property such as a lien) during the Agreement term without Energy Commission Staff's prior written approval.

The Recipient may refer to the applicable federal regulations incorporated by reference in this Agreement for guidance regarding additional equipment requirements.

## 15. Stop Work

Energy Commission staff may, at any time by written notice to the Recipient, require the Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, noncompliance with the standard of performance, out of scope work, project delays, and misrepresentations.

- a. Compliance. Upon receipt of a stop work order, the Recipient must immediately take all necessary steps to comply with the order and to stop the incurrence of costs allocable to the Energy Commission.
- b. Canceling a Stop Work Order. The Recipient may resume the work only upon receipt of written instructions from Energy Commission staff.

### 16. Termination

### a. Purpose

Because the Energy Commission is a state entity and provides funding on behalf of all California ratepayers, it must be able to terminate the Agreement upon the default of the Recipient and to proceed with the work required under the Agreement in any manner it deems proper. The Recipient agrees that upon any of the events triggering the termination of the Agreement by the Energy Commission, the Energy Commission has the right to terminate the Agreement, and it would constitute bad faith of the Recipient to interfere with the immediate termination of the Agreement by the Energy Commission.

#### b. With Cause

The Energy Commission may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations. The Recipient will relinquish possession of equipment purchased for this Agreement with Energy Commission funds to the Commission, or the Recipient may purchase the equipment as provided by the terms of this Agreement, with approval of the Energy Commission.

The term "for cause" includes but is not limited to the following:

- Partial or complete loss of match funds;
- Reorganization to a business entity unsatisfactory to the Energy Commission;
- Retention or hiring of subcontractors, or replacement or addition of personnel, that fail to perform to the standards and requirements of this Agreement;
- The Recipient's inability to pay its debts as they become due and/or the Recipient's default of an obligation that impacts its ability to perform under this Agreement; or
- Significant change in state or Energy Commission policy such that the work or product being funded would not be supported by the Commission.

## c. Without Cause

The Energy Commission may terminate this Agreement without cause upon giving thirty (30) days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

## 17. Indemnification

To the extent allowed under California law, the Recipient will indemnify, defend, and hold harmless the state (including the Energy Commission) and state officers, agents, and employees from any and all claims and losses in connection with the performance of this Agreement.

- 18. Reserved
- 19. Reserved
- 20. Intellectual Property
  - a. The Energy Commission makes no claim to intellectual property developed under this Agreement that is not specified for delivery, except as expressly provided herein.
    - "Intellectual property" means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.
    - "Works of authorship" does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.
  - b. The Energy Commission owns all products identified in the Scope of Work, with the exception of products that fall within the definition of "intellectual property."
    - "Product" means any tangible item specified for delivery to the Energy Commission in the Scope of Work.
  - c. Both the Energy Commission and the California Public Utilities Commission have a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce intellectual property for governmental purposes, including but not limited to providing data and reports to the California Public Utilities Commission, State legislature, and Utilities and using data for the development of future programs.
  - d. Intellectual Property Indemnity
    - The Recipient may not, in supplying work under this Agreement, knowingly infringe or misappropriate any intellectual property right of a third party, and will take reasonable actions to avoid infringement.

To the extent allowed under California law, the Recipient will defend and indemnify the Energy Commission and the California Public Utilities Commission from and against any claim, lawsuit, or other proceeding, loss, cost, liability, or expense (including court costs and reasonable fees of attorneys and other professionals) to the extent arising out of: (i) any third party claim that a product infringes any patent, copyright, trade secret, or other intellectual property right of any third party; or (ii) any third party claim arising out of the negligent or other tortious acts or omissions by the Recipient or its employees, subcontractors, or agents in connection with or related to the products or the Recipient's performance under this Agreement.

### 21. Reserved

## 22. General Provisions

### Governing Law

This Agreement is governed by the laws of the State of California as to interpretation and performance.

## b. Independent Capacity

In the performance of this Agreement, the Recipient and its agents, subcontractors, and employees will act in an independent capacity and not as officers, employees, or agents of the State of California.

## c. <u>Assignment</u>

This Agreement is not assignable or transferable by the Recipient either in whole or in part without the consent of the Energy Commission in the form of an amendment.

## d. <u>Timeliness</u>

Time is of the essence in this Agreement.

#### Severability

If any provision of this Agreement is unenforceable or held to be unenforceable, all other provisions of this Agreement will remain in full force and effect.

## f. Waiver

No waiver of any breach of this Agreement constitutes waiver of any other breach. All remedies in this Agreement will be taken and construed as cumulative, meaning in addition to every other remedy provided in the Agreement or by law.

### g. Assurances

The Commission reserves the right to seek further written assurances from the Recipient and its team that the work under this Agreement will be performed in accordance with the terms of the Agreement.

#### Change in Business

- 1) The Recipient will promptly notify the Energy Commission of the occurrence of any of the following:
  - a) A change of address.
  - b) A change in business name or ownership.
  - c) The existence of any litigation or other legal proceeding affecting the project or Agreement.

- d) The occurrence of any casualty or other loss to project personnel, equipment, or third parties.
- e) Receipt of notice of any claim or potential claim against the Recipient for patent, copyright, trademark, service mark, and/or trade secret infringement that could affect the Energy Commission's rights.
- The Recipient must provide the CalSHAPE Program with written notice of a planned change or reorganization of the type of business entity under which it does business. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. If the Energy Commission does not seek to amend this Agreement or enter into a new agreement with the changed or new entity for any reason (including that the Commission is not satisfied that the new entity can perform in the same manner as the Recipient), it may terminate this Agreement as provided in the "Termination" section.

## Access to Sites and Records

Energy Commission and California Public Utilities Commission staff and representatives will have reasonable access to all project sites and to all records related to this Agreement.

Prior Dealings, Custom, or Trade Usage

These terms and conditions may not be modified or supplemented by prior dealings, custom, or trade usage.

## Survival of Terms

Certain provisions will survive the completion or termination date of this Agreement for any reason. The provisions include but are not limited to:

- Legal Statements on Products (included in Section 5, "Products")
- Payment of Funds (Section 8)
- Recordkeeping, Cost Accounting, and Auditing (Section 11)
- Equipment (Section 14)
- Termination (Section 16)
- Indemnification (Section 17)
- Intellectual Property (Section 20)
- Change in Business (see this section)
- Access to Sites and Records (see this section)

# 23. Certifications and Compliance

Federal, State, and Local Laws

The Recipient must obtain all required permits and shall comply with all applicable federal, state and local laws, codes, rules, and regulations for all work performed under the Agreement.

b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, the Recipient and its subcontractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, or denial of family care leave. The Recipient and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

The Recipient and its subcontractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full. The Recipient and its subcontractors will give written notice of their obligations under this section to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient will include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient certifies under penalty of perjury under the laws of the State of California that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a).
- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - The dangers of drug abuse in the workplace;
  - The person's or organization's policy of maintaining a drug-free workplace;
  - Any available counseling, rehabilitation, and employee assistance programs; and
  - Penalties that may be imposed upon employees for drug abuse violations.
- 3) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed project:
  - Will receive a copy of the company's drug-free policy statement; and
  - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. National Labor Relations Board Certification (Not applicable to public entities)

The Recipient, by signing this Agreement, swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Recipient within the immediately preceding two year period because of the Recipient's failure to comply with an order of a federal court that orders the Recipient to comply with an order of the National Labor Relations Board.

e. Child Support Compliance Act (Applicable to California Employers)

For any agreement in excess of \$100,000, the Recipient acknowledges that:

- It recognizes the importance of child and family support obligations and will fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- f. Air or Water Pollution Violation

Under state laws, the Recipient will not be:

- 1) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
- 2) Subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
- 3) Finally determined to be in violation of provisions of federal law relating to air or water pollution.
- g. Americans With Disabilities Act

By signing this Agreement, the Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

### 24. Reserved

# 25. Commission Remedies for Recipient's Non-Compliance

Without limiting any of its other remedies, the Commission may, for Recipient's noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement. The tasks in the Scope of Work are non-severable, and completion of all of them is material to this Agreement. Thus, the Commission, without limiting its other remedies, is entitled to repayment of all funds paid to Recipient if the Recipient does not timely complete all tasks in the Scope of Work.

#### 26. Definitions

- **Agreement Term** means the length of this Agreement, as specified on the Agreement signature page (form CEC-146).
- Data means any recorded information that relates to the project funded by the Agreement, whether created or collected before or after the Agreement's effective date.
- **Effective Date** means the date on which this Agreement is signed by the last party required to sign, provided that signature occurs after the Agreement has been approved by the Energy Commission at a business meeting or by the Executive Director or his/her designee.
- Equipment means products, objects, machinery, apparatus, implements, or tools that are purchased or constructed with Energy Commission funds for the project, and that have a useful life of at least one year and an acquisition unit cost of at least \$5,000. "Equipment" includes products, objects, machinery, apparatus, implements, or tools that are composed by over thirty percent (30%) of materials purchased for the project. For purposes of determining depreciated value of equipment used in the Agreement, the project will terminate at the end of the normal useful life of the equipment purchased and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of the equipment.
- Intellectual Property means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

"Works of authorship" does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.

- Invention means intellectual property that is patentable.
- Match Funds means cash or in-kind (i.e., non-cash) contributions provided by the Recipient or a third party for a project funded by the Energy Commission. If this Agreement resulted from a solicitation, refer to the solicitation's discussion of match funding for guidelines specific to the project.

- Materials means the substances used to construct, or as part of, a finished object, commodity, device, article, or product and that does not meet the definition of Equipment.
- Ownership means exclusive possession of all rights to property, including the right to use and transfer property.
- Product means any tangible item specified for delivery to the Energy Commission in the Scope of Work.
- Project means the entire effort undertaken and planned by the Recipient and consisting of the work funded by the Energy Commission. The project may coincide with or extend beyond the Agreement term.
- State means the state of California and all California state agencies within it, including but not limited to commissions, boards, offices, and departments.