



DURHAM UNIFIED SCHOOL DISTRICT



9420 Putney Drive, Durham, CA 95938

SPECIAL Session Governing Board Meeting Agenda

Friday, November 23, 2018

8:30 AM Closed Session / 9:00 AM Open Session

President Todd Southam to appear via teleconference: 19141 Pacific Dr, Fort Bragg CA 95437

A. CALL TO ORDER

B. MOVE TO CLOSED SESSION

C. CLOSED SESSION

D. RETURN TO OPEN SESSION

E. PLEDGE OF ALLEGIANCE

F. REPORT OF ACTION TAKEN IN CLOSED SESSION

G. ITEMS FROM THE PUBLIC

H. DISCUSSION/ACTION ITEMS:

1. **Action:** Approval of Professional Services Agreement with Dannis Woliver Kelley for Legal Services for District.

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2. **Action:** Approval of Resolution No. 19-04, to provide Board President or available Board designee authority to authorize Superintendent to unilaterally take action on behalf of the Governing Board to Aid Fire Recovery Efforts of the Durham Unified School District.

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3. **Discussion /Action:** Approval to enter into Agreement with Paradise Unified School District to lease and/or contract for classroom space for Elementary Students to be placed at Durham Unified School District.

I. NEXT BOARD MEETING DATE: December 19, 2018

J. 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.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on November 13, 2018, by and between the Durham Unified School District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

SCOPE OF SERVICES. District appoints Attorney to represent, advise, and counsel it from November 13, 2018, through and including June 30, 2019 and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

CLIENT DUTIES. District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

FEES AND BILLING PRACTICES. Except as hereinafter provided, District agrees to pay Attorney two hundred twenty-five dollars (\$225) to three hundred thirty-five dollars (\$335) per hour for shareholders, special counsel and of counsel; one hundred eighty-five dollars (\$185) to two hundred thirty-five dollars (\$235) per hour for associates; and one hundred thirty dollars (\$130) to one hundred fifty dollars (\$150) per hour for paralegals and law clerks. The rate for Gregory J. Dannis will be three hundred sixty-five dollars (\$365) per hour. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour, except for the first such advice in any business day, which is charged in a minimum of three-tenths (.3) of an hour. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects or particular scopes of work.

OTHER CHARGES. District further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying costs, express postage, and facsimile transmittals. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise.

District further agrees to pay third parties, directly or indirectly through Attorney, for major costs and expenses including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of District and Attorney, District may either advance or reimburse Attorney for such costs and expenses.

Occasionally Attorney may provide District officials and/or employees with food or meals at Attorney-sponsored trainings or when working with District officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the District under this Agreement.

BILLING STATEMENT. Attorney shall send District a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. District shall pay Attorney's statements within thirty (30) days after each statement's date. Upon District office's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request.

INDEPENDENT CONTRACTOR. It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

CONFLICT OF INTEREST. Because Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other educational entities, conflicts of interest may arise in the course of Attorney's representation. If Attorney becomes aware of any potential or actual conflicts of interest, Attorney will inform the District of the conflict and comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

TERMINATION OF CONTRACT. District or Attorney may terminate this Agreement by giving thirty (30) days written notice of termination to the other party.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

DURHAM UNIFIED SCHOOL DISTRICT

Mr. Lloyd Webb
Superintendent

Date

DANNIS WOLIVER KELLEY



Matthew P. Juhl-Darlington
Attorney at Law

Date

At its public meeting of _____, 2018, the Board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.

DURHAM UNIFIED SCHOOL DISTRICT

Resolution No. 19-04

IN THE MATTER OF: Resolution to Provide Board Designee with Authority To Direct Superintendent to Unilaterally Take Action on Behalf of the Board of Trustees to Aid Disaster Recovery Efforts

The following RESOLUTION was duly passed by the Board of Trustees of the Durham Unified School District, at a special meeting held on November 23, 2018, by the following roll call vote:

- Durham Unified School District Board of Trustees
- Alex DuBose
- Kathy Horn
- Ed McLaughlin
- Lance Smith
- Todd Southam

Signed and approved by me after its passage:

Todd Southam, President

Attest:

Lance Smith, Clerk

WHEREAS, the Board of Education was elected by the residents to determine policy and approve programming for the students of the District, within the confines of both federal and state statues governing education.

WHEREAS, the Board is also the employer of certificated, classified and non-represented employees per federal and state law. These employees provide many services to our students such as teaching, providing instructional support, transporting children, serving meals to our students and keeping our campuses safe. The employees are also responsible for maintaining District properties, and routinely take care of all the facility upkeep and regular maintenance of the same.

WHEREAS, on or about November 8, 2018, the District suffered a great calamity as our local geographic region suffered from great and extensive fire damage, loss to

property and loss of homes and loss of life. The surrounding Butte County Area suffered from extensive smoke damage to many of its properties, business, and schools. The environmental and human impact of these fires is are beyond measure.

WHEREAS, there has been a loss of lives and property across the region. Members of our community have lost their belongings as their homes have been destroyed, students have been displaced because their family residence is uninhabitable and our employees have experienced varying degrees of loss. The schools have been closed since November 8, 2018 and expect to remain closed through at least December 3, 2018.

WHEREAS, the District has various school sites and properties that have been damaged and/or completely destroyed. Our recovery efforts require that many school sites and buildings receive prompt structural safety review in addition to deep cleaning prior to having students and staff return. Other buildings need structural remediation, construction and immediate improvements from minor abatement issues to major reconstruction related remediation.

WHEREAS, the District has an urgent and unique need to expedite all recovery matters so that our students and staff return to some normalcy and that we refocus on our mission to educate our students. However, the ability to expedite recovery, however fractured it might be, is limited by the regular meeting schedule of the Governing Board which has two regularly scheduled board meetings every month. We also have the ability to have special board meetings and the Governing Board will continue to use these meetings to discuss all matters as needed.

WHEREAS, there are many recovery related matters that require immediate attention and decision making to begin normalizing the recovery efforts so that we can return to the business of educating students and returning our employees to safe and clean worksites.

THEREFORE, BE IT RESOLVED THAT the Board of Education hereby, based on this record, authorizes Board President, as designee of the Board ("Board Designee") to direct the Superintendent to act on its behalf and unilaterally make decisions on behalf of the Governing Board on recovery related matters to expedite recovery, teaching and District operations, including but not limited evaluating reconstruction and remediation efforts, temporarily closing school sites and other District facilities and programs, determining school sites and other District facilities and programs may reopen, and serving Students from other Districts and/or providing them with teaching space in the upcoming months.

BE IT FURTHER RESOLVES THAT the Board of Education hereby further authorizes the Superintendent pursuant to direction from the Board Designee to negotiate and enter into agreements, subject to Board subsequent ratification, that may be necessary to provide classified and certificated employees with options to assist them as they work through recovering from this disaster, including but not limited to accessing more of their own accumulated personal illness/personal necessity days, facilitating the

donation of days to assist colleagues that are either new to the District, or who have not accumulated enough days, and to assist with salary and pay warrant issues.

This grant of authority is limited to recovery matters through the end of the 2018-19 school year.

The foregoing Resolution was introduced by Board Member _____, who moved its adoption, second by Board Member _____, and adopted on roll call on November 23, 2018.