

**CUYAMA JOINT UNIFIED SCHOOL DISTRICT
SPECIAL MEETING
Wednesday, January 8, 2020, 6:00 P.M.
Board Room, Cuyama Elementary School
2300 Highway 166, New Cuyama, CA 93254
Agenda**

I. The meeting will be called to order by Board President Heather Lomax at 6:01 p.m.

<u>ROLL CALL:</u>	Trudi Callaway	<u> A </u>	Stephen Bluestein Ed. D.	<u> P </u>
	Whitney Goller	<u> P </u>	Superintendent	
	Heather Lomax	<u> P </u>		
	Michael Mann			
	José Valenzuela	<u> P </u>		

FLAG SALUTE: Led by ~~Whitney Goller~~

II. PUBLIC FORUM:

At this time, any member of the public may address the Board of Education regarding any open session or closed session item. Following recognition by the president, each speaker may have the floor for five minutes. Persons addressing the Board are requested to give name, address, and the group or organization they represent, if any, in order that an accurate record can be made in the minutes. Items not appearing on the agenda cannot, by law, be the subject of Board action. Such items may be placed on future agendas for full discussion and/or action.

III. CLOSED SESSION:

NOTE: The Brown Act permits the Board to consider certain matters in closed session, in limited circumstances. The Board will consider and may act upon any of the items described below in closed session. The Brown Act requires that the Board report out certain actions taken in closed session, which will be announced following the closed session. WITH LIMITED EXCEPTIONS, THE LAW REQUIRES THAT INFORMATION DISCLOSED IN CLOSED SESSION REMAIN CONFIDENTIAL.

- A. PUBLIC EMPLOYEE APPOINTMENT (Interim Superintendent) The Board will meet in closed session to discuss options for an Interim Superintendent/Principal.

The Board will adjourn into closed session at 6:03 p.m.

The Board returned to open session at 7:04 p.m.

IV. REPORT OF ACTION(S) TAKEN IN CLOSED SESSION:

- A. Resignation of Dr. Stephen Bluestein

V. ADJOURNMENT: The Special Board Meeting will adjourn at 7:05 p.m.

Moved By: Whitney Goller 2nd By: Heather Lomax

Roll Call Vote:

Trudi Callaway Ab Whitney Goller P Heather Lomax P Michael Mann P José Valenzuela P

Materials prepared in connection with an item on the special session agenda may be reviewed in the Superintendent's Office 24 hours in advance of the meeting and will be available for public inspection at the meeting. An individual who requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent or designee. (Government Code 54954.2)

**The next regularly scheduled School Board Meeting will be on
Thursday, January 9, 2020, ES Board Room**

**CUYAMA JOINT UNIFIED SCHOOL DISTRICT
REGULAR BOARD MEETING
Thursday, June 11, 2020, 5:30 P.M.
CAFETERIA, CUYAMA ELEMENTARY SCHOOL**

Available through Zoom Meeting

<https://zoom.us/j/97770238430?pwd=UUNOT01rR3FPb21BOUFOajZ6OEhsOT09>

Meeting ID: 977 7023 8430

Password: 2642

+16699009128, 97770238430#, 1#, 2642# US (San Jose)

2300 Hwy 166, New Cuyama CA 93254

Agenda

- I. The meeting will be called to order by Board President, Heather Lomax at 5:30 P.M.

ROLL CALL:

Trudi Calloway P

Whitney Goller P

Heather Lomax P

Michael Mann P

Jose Valenzuela P

Alfonso Gamino P

Interim Superintendent

FLAG SALUTE: Led by Whitney Goller

II. **CLOSED SESSION:**

NOTE: The Brown Act permits the Board to consider certain matters in closed session, in limited circumstances. The Board will consider and may act upon any of the items described below in closed session. The Brown Act requires that the Board report out certain actions taken in closed session, which will be announced following the closed session. WITH LIMITED EXCEPTIONS, THE LAW REQUIRES THAT INFORMATION DISCLOSED IN CLOSED SESSION REMAIN CONFIDENTIAL.

A. **PUBLIC EMPLOYEE APPOINTMENT (OTHER THAN COMPENSATION)**

Job Title: Superintendent/Principal

B. **CONFERENCE WITH LABOR NEGOTIATOR(S) (Government Code Section 54957.6)**

Agency Designated Representatives: Heather Lomax and Whitney Goller

Unrepresented Position: Superintendent/Principal

The Board will adjourn into closed session at: 5:33 p.m.

The Board returned to open session at: 6:02 p.m.

Members of the public shall have an opportunity to address the Board of Trustees either before or during the Board's consideration of each item of business to be discussed. In order to efficiently manage the business of the Board, the Board President may limit the amount of time allocated for public testimony for each individual speaker to 3 minutes and limit the total time allocated on a particular issue to 15 minutes, pursuant to board policy.

- III. **PUBLIC HEARING:** The following is a public hearing and discussion of the 2020-2021 budget provided by Alfonso Gamino and School Business Advisory Services (SBAS) Director Denise Cora.

Pg. 1-104

IV. **PUBLIC FORUM:**

At this time, any member of the public may address the Board of Education. Following recognition by the president, each speaker may have the floor for five minutes. Persons addressing the Board are requested to give name and the group or organization they represent, if any, in order that an accurate record be made in the minutes. Items not appearing on the agenda cannot, by law, be the subject of Board action. Such items may be placed on future agendas for full discussion and/or action.

V. INFORMATIONAL ITEM:

- a. LCAP (COVID-19) Written Operational Report **Pg. 105-106**
- b. 2020 CVHS Summer Sports Training Information **Pg. 107-135**

VI. PRINCIPAL'S REPORT:

VII. SUPERINTENDENT'S REPORT:

VIII. CONSENT AGENDA:

The Board will consider the following consent calendar items. All items listed are considered to be routine and noncontroversial. Consent items will be considered first and may be approved by one motion if no member of the CJUSD Board wishes to comment or discuss. If comment or discussion is desired, the item will be removed from the consent agenda and considered in the listed sequence with an opportunity for any member of the public to address the CJUSD Board concerning the item before action is taken.

- a. Minutes from May 14, 2020 Board Meeting – *Pulled by Whitney Goller* **Pg. 136-138**
- b. Warrant #2020-42 \$173,356.12 **Pg. 139-141**
- c. Warrant #2020-43 \$155,686.99 **Pg. 142-146**
- d. Warrant #2020-44 \$2,604.35 **Pg. 147-149**

Moved By: Whitney Goller
Roll Call Vote: 2nd By: Michael Mann
Trudi Callaway Y Whitney Goller Y Heather Lomax Y Michael Mann Y José Valenzuela Y

IX. ACTION ITEM(S):

- a. Governing board to review and approve Resolution #2020-07 in regards to the Education Protection Account (EPA). **Pg. 150-152**

Moved By: Jose Valenzuela 2nd By: Whitney Goller
Roll Call Vote:
Trudi Callaway Y Whitney Goller Y Heather Lomax Y Michael Mann Y José Valenzuela Y

- b. Governing board to review and consider approval of MOU between CJUSD and CSEA. **Pg. 153-155**

Moved By: Michael Mann 2nd By: Jose Valenzuela

Roll Call Vote:
Trudi Callaway Y Whitney Goller Y Heather Lomax Y Michael Mann Y José Valenzuela Y

- c. Governing board to review and consider approval of the Administrative Designee Stipend. **Pg. 156**

ITEM TABLED UNTIL LATER MEETING

d. PUBLIC EMPLOYEE APPOINTMENT AND APPROVAL OF CONTRACT OF EMPLOYMENT

Job Title: Superintendent/Principal

Moved By: Jose Valenzuela 2nd By: Michael Mann

Roll Call Vote:

Trudi Callaway Y Whitney Goller Y Heather Lomax Y Michael Mann Y José Valenzuela Y

- e. Governing board to review and approve the contract for Terri King within the Business Manager position currently vacant at CJUSD. **Pg. 157**

Moved By: Jose Valenzuela 2nd By: Whitney Goller

Trudi Callaway Y Whitney Goller Y Heather Lomax Y Michael Mann Y José Valenzuela Y

- f. Governing board to discuss and decide the addition or elimination of a July regular board meeting taking place.

X. ITEM(S) PULLED FROM CONSENT AGENDA:

1. Whitney Goller pulled item A, due to being absent from the meeting.

Moved By: Jose Valenzuela Seconded By: Heather Lomax

Roll Call Vote:

Trudi Callaway Y Whitney Goller AB Heather Lomax Y Michael Mann Y José Valenzuela Y

ADJOURNMENT:

The Regular Board Meeting will adjourn at 8:13p.m.

Moved By: Whitney Goller 2nd By: Jose Valenzuela

Roll Call Vote:

Trudi Callaway____Whitney Goller____Heather Lomax____Michael Mann____José Valenzuela____

Materials prepared in connection with an item on the regular session agenda may be reviewed in the Superintendent's Office 72 hours in advance of the meeting and will be available for public inspection at the meeting. An individual who requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent or designee. (Government Code 54954.2)

**The next regularly scheduled School Board Meeting will be on
Thursday, 2020, 6:00pm, Elementary School Board Room**

Materials related to an item on this Order of Business distributed to the Board of Education are available for public inspection at the District and High School offices, and at: <https://cuyamaunified.org/board-materials-2019-2020/> using the "Click Here" links next to the date: 6/11/2020.

USE OF RELAXED TELECONFERENCE PROCEDURES PER GOVERNOR'S COVID-19 EXECUTIVE

ORDER: Notice of Teleconferencing Pursuant to Executive Order N-25-20 and Government Code section 54953: In order to mitigate possible impacts relating to the Coronavirus (COVID-19), the Board will conduct this meeting via teleconference or videoconference, with one or more board members participating from remote locations. Members of the public wishing to observe the meeting or make public comments as authorized under Government Code section 54954.3 may do so at the following location: 4500 Hwy 166, New Cuyama, CA 93254. Voting at this meeting shall be by roll call.

**CUYAMA JOINT UNIFIED SCHOOL DISTRICT
SPECIAL BOARD MEETING
Thursday, June 25, 2020, 6:00 P.M.
CAFETERIA, CUYAMA ELEMENTARY SCHOOL
Available through Zoom Meeting**

<https://zoom.us/j/97770238430?pwd=UUNQT01rR3FPb21BOUFQajZ6OEhsQT09>

Meeting ID: 977 7023 8430

Password: 2642

+16699009128,,97770238430#,,1#,2642# US (San Jose)

2300 Hwy 166, New Cuyama CA 93254

Agenda

- I. The meeting will be called to order by Board President designee, Whitney Goller at 6:06 P.M.

ROLL CALL:

Trudi Calloway	<u>Ab</u>	Alfonso Gamino	<u>P</u>
Whitney Goller	P	Interim Superintendent	
Heather Lomax	<u>P</u>		
Michael Mann	<u>P</u>		
Jose Valenzuela	Ab		

FLAG SALUTE: Led by Russ Barnes

Members of the public shall have an opportunity to address the Board of Trustees either before or during the Board's consideration of each item of business to be discussed. In order to efficiently manage the business of the Board, the Board President may limit the amount of time allocated for public testimony for each individual speaker to 3 minutes and limit the total time allocated on a particular issue to 15 minutes, pursuant to board policy.

II. **PUBLIC FORUM:**

At this time, any member of the public may address the Board of Education. Following recognition by the president, each speaker may have the floor for five minutes. Persons addressing the Board are requested to give name and the group or organization they represent, if any, in order that an accurate record be made in the minutes. Items not appearing on the agenda cannot, by law, be the subject of Board action. Such items may be placed on future agendas for full discussion and/or action.

III. **PRINCIPAL'S REPORT:** Mrs. Leyland explains curriculum updates for 2020-2021 school year.

IV. **SUPERINTENDENT'S REPORT:** Mr. Gamino explains issues the district may face during reentry.

V. **CONSENT AGENDA:**

The Board will consider the following consent calendar items. All items listed are considered to be routine and noncontroversial. Consent items will be considered first and may be approved by one motion if no member of the CJUSD Board wishes to comment or discuss. If comment or discussion is desired, the item will be removed from the consent agenda and considered in the listed sequence with an opportunity for any member of the public to address the CJUSD Board concerning the item before action is taken.

- a. Authorization for Terri King to be added as a CJUSD district signer. *Pulled by Whitney Goller* Pg. 1

Only item pulled, item moved to items pulled from consent agenda.

VI. ACTION ITEM(S):

- a. Governing board to review and adopt the LCAP COVID-19 Written Operational Report.
Pg. 2-3

Moved by: Michael Mann 2nd By: Whitney Goller

Roll Call Vote:

Trudi Callaway Ab Whitney Goller Y Heather Lomax Y Michael Mann Y José Valenzuela Ab

- b. Governing board to review and adopt Cuyama Joint Unified School District's 2020-2021 Budget for Cuyama Joint Unified School District.
Pg. 4-112

Moved by: Michael Mann 2nd By: Heather Lomax

Roll Call Vote:

Trudi Callaway Ab Whitney Goller Y Heather Lomax Y Michael Mann Y José Valenzuela Ab

- c. Governing board to review the CJUSD 2020-2021 Budget Disclosure.
NO ACTION WILL BE TAKEN

Pg. 113-116

- d. Governing board to review and consider approval of Resolution #2020-08 RESOLUTION REGARDING SALE OF SURPLUS PROPERTY.
Pg. 117-122

Moved By: Heather Lomax 2nd By: Whitney Goller

Roll Call Vote:

Trudi Callaway Ab Whitney Goller Y Heather Lomax Y Michael Mann Y José Valenzuela Ab

- e. Governing Board to acknowledge receipt of Agricultural Career Technical Education Incentive Grant 2020-21 Application for Funding.
Pg. 123-127

Moved By: Michael Mann 2nd By: Whitney Goller

Roll Call Vote:

Trudi Callaway Ab Whitney Goller Y Heather Lomax Y Michael Mann Y José Valenzuela Ab

- f. Governing Board to consider approval of the Candidate's Statements of Qualifications Resolution # 2020-09.
Pg. 128-140

Moved By: Whitney Goller 2nd By: Michael Mann

Roll Call Vote:

Trudi Callaway Ab Whitney Goller Y Heather Lomax Y Michael Mann Y José Valenzuela Ab

VII. ITEM(S) PULLED FROM CONSENT AGENDA:

1. ___ Consent Agenda Item A: District Signers: Whitney Goller

Moved By: Whitney Goller Seconded By: Michael Mann

Roll Call Vote:

Trudi Callaway Ab Whitney Goller Y Heather Lomax Y Michael Mann Y José Valenzuela A

VIII. CLOSED SESSION:

NOTE: The Brown Act permits the Board to consider certain matters in closed session, in limited circumstances. The Board will consider and may act upon any of the items described below in closed session. The Brown Act requires that the Board report out certain actions taken in closed session, which will be announced following the closed session. WITH LIMITED EXCEPTIONS, THE LAW REQUIRES THAT INFORMATION DISCLOSED IN CLOSED SESSION REMAIN CONFIDENTIAL.

IX. ADJOURNMENT:

The Regular Board Meeting will adjourn at 7:41 p.m.

Moved By: Michael Mann 2nd By: Heather Lomax

Roll Call Vote:

Trudi Callaway Ab Whitney Goller Y Heather Lomax Y Michael Mann Y José Valenzuela Ab

Materials prepared in connection with an item on the regular session agenda may be reviewed in the Superintendent's Office 72 hours in advance of the meeting and will be available for public inspection at the meeting. An individual who requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent or designee. (Government Code 54954.2)

**The next regularly scheduled School Board Meeting will be on
Thursday, July 9, 2020, 6:00pm, Elementary School Board Room**

Materials related to an item on this Order of Business distributed to the Board of Education are available for public inspection at the District and High School offices, and at: <https://cuyamaunified.org/board-materials-2019-2020/> using the “Click Here” links next to the date: 4/09/2020.

USE OF RELAXED TELECONFERENCE PROCEDURES PER GOVERNOR’S COVID-19 EXECUTIVE

ORDER: Notice of Teleconferencing Pursuant to Executive Order N-25-20 and Government Code section 54953: In order to mitigate possible impacts relating to the Coronavirus (COVID-19), the Board will conduct this meeting via teleconference or videoconference, with one or more board members participating from remote locations. Members of the public wishing to observe the meeting or make public comments as authorized under Government Code section 54954.3 may do so at the following location: 4500 Hwy 166, New Cuyama, CA 93254. Voting at this meeting shall be by roll call.

**CUYAMA JOINT UNIFIED SCHOOL DISTRICT
SPECIAL BOARD MEETING
Thursday, June 29, 2020, 6:00 P.M.
CAFETERIA, CUYAMA ELEMENTARY SCHOOL
Available through Zoom Meeting**

<https://zoom.us/j/97770238430?pwd=UUNQT01rR3FPb21BOUFQajZ6OEhsQT09>

Meeting ID: 977 7023 8430

Password: 2642

+16699009128,,97770238430#,,1#,2642# US (San Jose)

2300 Hwy 166, New Cuyama CA 93254

Agenda

- I. The meeting will be called to order by Board President, Heather Lomax at 6:00 P.M.

ROLL CALL:

Trudi Calloway	<u>P</u>	Alfonso Gamino	<u>P</u>
Whitney Goller	<u>Ab</u>	Interim Superintendent	
Heather Lomax	<u>P</u>		
Michael Mann	<u>P</u>		
Jose Valenzuela	<u>Ab</u>		

FLAG SALUTE: Led by Alfonso Gamino

Members of the public shall have an opportunity to address the Board of Trustees either before or during the Board's consideration of each item of business to be discussed. In order to efficiently manage the business of the Board, the Board President may limit the amount of time allocated for public testimony for each individual speaker to 3 minutes and limit the total time allocated on a particular issue to 15 minutes, pursuant to board policy.

II. PUBLIC FORUM:

At this time, any member of the public may address the Board of Education. Following recognition by the president, each speaker may have the floor for five minutes. Persons addressing the Board are requested to give name and the group or organization they represent, if any, in order that an accurate record be made in the minutes. Items not appearing on the agenda cannot, by law, be the subject of Board action. Such items may be placed on future agendas for full discussion and/or action.

III. ACTION ITEM(S):

- a. Governing board to review and adopt Resolution #2020-10 as it pertains to elections.

Moved by: Michael Mann 2nd By: Trudi Callaway

Roll Call Vote:

Trudi Callaway Y Whitney Goller Ab Heather Lomax Y Michael Mann Y José Valenzuela AB

IV. ADJOURNMENT:

The Regular Board Meeting will adjourn at 6:05 p.m.

Moved By: Michael Mann 2nd By: Trudi Callaway

Roll Call Vote:

Trudi Callaway Y Whitney Goller Ab Heather Lomax Y Michael Mann Y José Valenzuela Ab

Materials prepared in connection with an item on the regular session agenda may be reviewed in the Superintendent's Office 72 hours in advance of the meeting and will be available for public inspection at the meeting. An individual who requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent or designee. (Government Code 54954.2)

**The next regularly scheduled School Board Meeting will be on
Thursday, July 9, 2020, 6:00pm, Elementary School Board Room**

Materials related to an item on this Order of Business distributed to the Board of Education are available for public inspection at the District and High School offices, and at: <https://cuyamaunified.org/board-materials-2019-2020/> using the "Click Here" links next to the date: 4/09/2020.

USE OF RELAXED TELECONFERENCE PROCEDURES PER GOVERNOR'S COVID-19 EXECUTIVE

ORDER: Notice of Teleconferencing Pursuant to Executive Order N-25-20 and Government Code section 54953: In order to mitigate possible impacts relating to the Coronavirus (COVID-19), the Board will conduct this meeting via teleconference or videoconference, with one or more board members participating from remote locations. Members of the public wishing to observe the meeting or make public comments as authorized under Government Code section 54954.3 may do so at the following location: 4500 Hwy 166, New Cuyama, CA 93254. Voting at this meeting shall be by roll call.

LICENSE AGREEMENT
(PUBLIC SAFETY POWER SHUTOFF)

This License Agreement ("**License Agreement**") is made and entered into this _____ day of _____, 2020 (the "**Effective Date**") by SANTA MARIA UN HS, DIST, hereinafter called "**LICENSOR**," and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**."

R E C I T A L S:

A. LICENSOR owns or leases that certain real property commonly known as Cuyama Valley High School, located at 7670-7432 Cuyama Hwy, Assessor's Parcel Number 149-290-002, hereinafter called the "**Property**," located in the City of NEW CUYAMA, County of SANTA BARBARA, State of California.

B. PG&E desires to partner with LICENSOR in connection with a Public Safety Power Shutoff Event ("**PSPS Event**") as defined in Section 3 below.

C. The parties desire to memorialize this mutual understanding and agreement for making the Property available to PG&E in connection with a PSPS Event.

NOW, THEREFORE, for good and valuable consideration, LICENSOR and PG&E agree as follows:

1. License Area. The real property that is the subject of this License Agreement is described in **EXHIBIT A** (the "**License Area**").

2. Grant of License. Subject to the terms and conditions set forth in this License Agreement, LICENSOR grants PG&E, PG&E's Representatives, and PG&E's customers, the right to use the License Area in connection with a PSPS Event, together with rights of ingress and egress to and from the License Area. PG&E shall give LICENSOR at least 24 hours' prior notice of the date and time that PG&E needs to access and use the License Area. If the License Area is not available for access and use by PG&E on the date and time specified in PG&E's notice, LICENSOR must so notify PG&E within 4 hours after receipt of PG&E's notice.

3. Use. PG&E and its employees, contractors, agents, and representatives ("**PG&E's Representatives**") may enter the License Area for purposes of establishing and operating a customer resource center in the case of a PSPS Event, as well as establishing and operating a staging area to support the command, control, and coordination of any patrol, inspection, and restoration of electric facilities in case of a PSPS Event ("**PG&E's Activities**"). LICENSOR acknowledges that PG&E's Activities may include the following: setting up tents with tables and seating where PG&E customers can obtain water and snacks, charge phones, and get up-to-date information on outages; installing trailers, portable toilets, portable back-up generators, and fencing; parking mobile vehicle units and other vehicles; and staging equipment, supplies and materials. For purposes of this License Agreement, a "**PSPS Event**" means the existence of one or more environmental conditions creating extreme fire danger that results in the shutoff of power for public safety. Examples of PSPS Events include red flag warnings issued

by the United States National Weather Service, low humidity levels, high winds, and dry vegetation.

4. Term. This License Agreement shall be for a term of five (5) years, commencing on June 1, 2020, and expiring June 1, 2025. The license granted herein shall be revocable at the option of either LICENSOR or PG&E, provided that the revoking party provides at least sixty (60) days' written notice of the revocation to the other party. Notwithstanding the term of this License Agreement, PG&E anticipates that it will use the License Area on an occasional basis, if at all, for periods of two (2) to ten (10) days at a time. The days (including any partial days) during which any of PG&E's Activities are occurring in or on the License Area are referred to herein as "**Use Days**." During Use Days, PG&E shall have the exclusive right to use the License Area twenty-four (24) hours per day.

5. Use of License Area.

(a) As Is. To LICENSOR'S current actual knowledge, the Property complies with all laws, including the Americans with Disabilities Act and other accessibility laws. PG&E accepts the License Area "AS-IS," "WHERE-IS" and "WITH ALL-FAULTS," subject to all applicable zoning, municipal, county and state laws, ordinances, and regulations governing and regulating the use of the License Area. PG&E may request LICENSOR to perform alterations, repairs, or improvements to the License Area, but PG&E understands and agrees that LICENSOR shall not be obligated to make any such alterations, repairs or improvements at any time.

(b) Restoration. PG&E shall exercise reasonable care in the conduct of PG&E's Activities in the License Area. Upon PG&E's ceasing to use the License Area in connection with a particular PSPS Event, PG&E shall remove all vehicles and personal property of PG&E and PG&E's Representatives, remove all debris and waste material resulting from PG&E's Activities, and repair and restore the License Area as nearly as possible to the condition that existed prior to PG&E's entry hereunder.

(c) Safe Condition. PG&E, at PG&E's sole cost and expense, shall maintain the License Area in a good, clean, safe and sanitary condition during Use Days.

(d) Lawful Use Only. PG&E shall not use the License Area or permit anything to be done in or about the License Area during Use Days that will in any way conflict with any law, statute, zoning restriction, ordinance or governmental rule or regulation or requirement relating to the use or occupancy of the License Area. During Use Days, PG&E shall not allow the License Area to be used for any unlawful or objectionable purpose, nor shall PG&E cause, maintain or permit any nuisance in, on or about the License Area.

(e) Mechanic's Liens. PG&E shall keep the Property free and clear of all mechanic's liens arising, or alleged to arise, in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by PG&E or at PG&E's request or for PG&E's benefit. If any mechanic's liens are placed on the Property in connection with PG&E's use or PG&E's Activities, PG&E shall diligently pursue all necessary actions to remove

such liens from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 8424 or any successor statute.

6. Notices. All notices under this License Agreement shall be sent by email to the addresses set forth in **EXHIBIT B**. In addition, LICENSOR will provide PG&E with telephone or cellphone numbers of staff in calling order to contact in an emergency as set forth in **EXHIBIT B**. **EXHIBIT B** shall be updated as needed to reflect current names and contact information.

7. Indemnity. PG&E shall indemnify, defend and hold harmless LICENSOR and its governing body, officers, agents, and employees from and against all claims, losses, actions, demands, damages, costs, expenses (including, but not limited to, reasonable attorneys' fees and court costs) (collectively, "**Claims**") which arise from or are connected with PG&E's Activities, or the entry on, occupancy or use of, the Property by PG&E or PG&E's Representatives under this License Agreement, including, but not limited to, Claims arising out of (i) injury to or death of persons, including, but not limited to, employees of LICENSOR or PG&E; (ii) injury to property or other interest of LICENSOR and (iii) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances by PG&E or PG&E's Representatives. The indemnification obligations of PG&E under this Section 8 shall survive the expiration or earlier termination of this License Agreement.

8. Insurance. PG&E shall at all times during the Term of this License Agreement self-insure in accordance with **EXHIBIT C**.

9. Miscellaneous.

(a) Governing Law. This License Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

(b) Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, and including any appeal thereof, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees and expenses related to such action, in addition to all other recovery or relief.

(c) No Waiver. Any waiver with respect to any provision of this License Agreement shall not be effective unless in writing and signed by the party against whom it is asserted. The waiver of any provision of this License Agreement by a party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or as a waiver of any other provision of this License Agreement.

(d) Counterparts. This License Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

(e) Authority. Each party to this License Agreement warrants to the other that it has the right and authority to enter into and to perform its obligations under this License

Agreement, without the consent of any third party, and that the person signing below is authorized to bind such party.

(f) Exhibits. Exhibits A, B, and C attached to this License Agreement are a part hereof and incorporated herein by this reference.

(g) Electronic Signatures. This License Agreement may be executed by electronic signatures (*e.g.*, using DocuSign or e-SignLive) or signatures transmitted in portable document format ("pdf"), and copies of this License Agreement executed and delivered by means of electronic or pdf signatures shall have the same force and effect as copies hereof executed and delivered with original manually executed signatures. The parties may rely upon electronic and pdf signatures as if such signatures were manually executed originals and agree that an electronic or pdf signature page may be introduced into evidence in any proceeding arising out of or related to this License Agreement as if it were an original manually executed signature page.

(h) Successors and Assigns. This License Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of each party.

(i) Entire Agreement. This License Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This License Agreement may not be amended, except by a written agreement executed by both parties.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date set forth below each signature, effective upon the Effective Date first written above.

"PG&E"

"LICENSOR"

PACIFIC GAS AND ELECTRIC COMPANY, SANTA MARIA UN HS, DIST
a California corporation

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBIT A

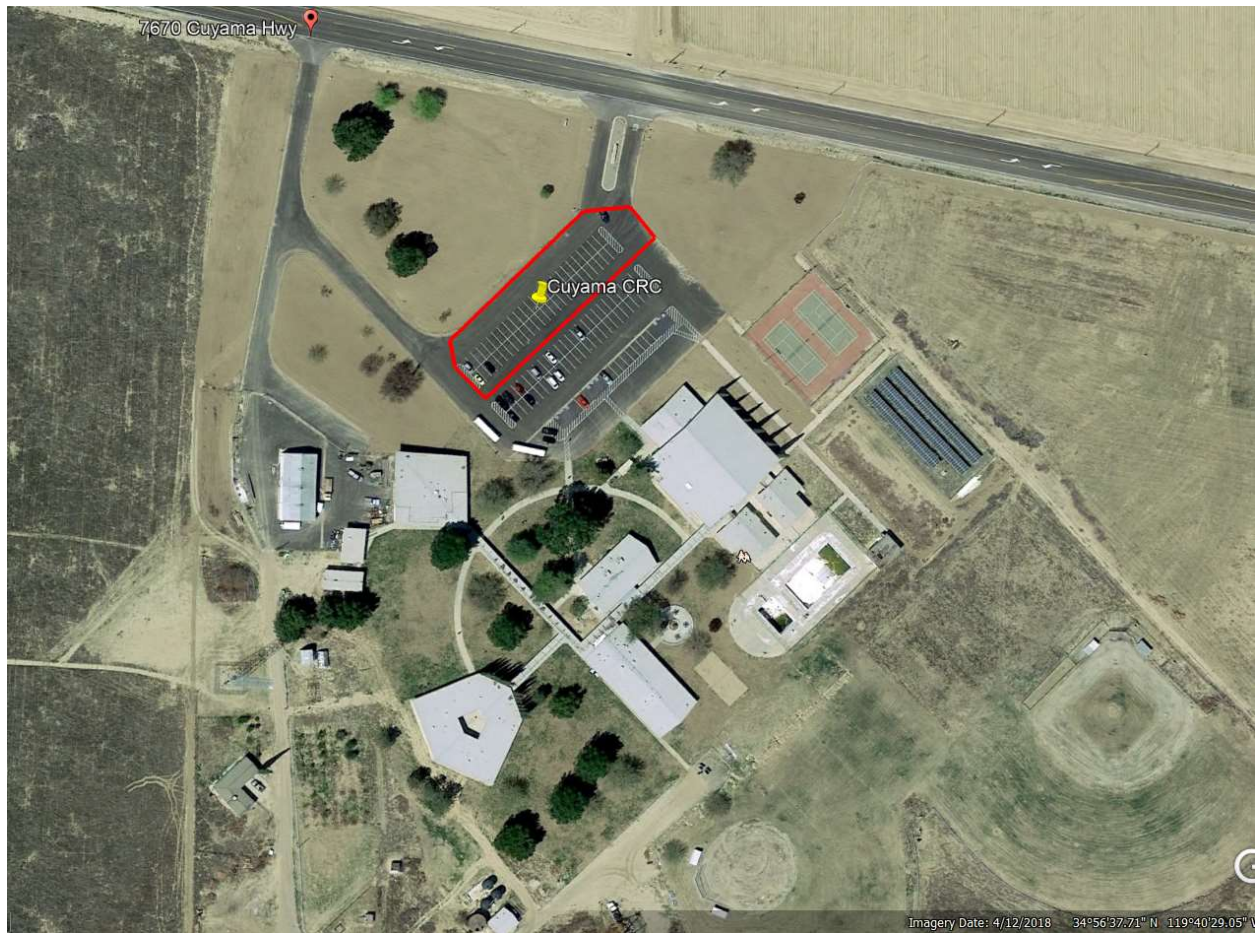


EXHIBIT B

NOTICES

TO LICENSOR:

Any notice to Licensor, including the notice to be given pursuant to Section 2 of the License Agreement, shall be sent to _____ at the following email address: _____.

In addition, in the event of an emergency, PG&E shall contact the following persons in the order set forth below:

EXHIBIT C



EORM & Insurance Department
245 Market Street / N4S
4th Floor
San Francisco, CA 94105

STATEMENT OF SELF-INSURANCE PROGRAM

May 1, 2019

Issued to: To Whom It May Concern

Re: Insurance requirements for Pacific Gas and Electric Company (PG&E) to use the location for a Community Resource Center in the event of a Public Safety Power Shutoff (PSPS) event.

This letter certifies PG&E is insured under a major risk management program with large self-insured retentions. The program provides coverage for the insurance types and limits reflected in the agreement which includes:

Commercial General Liability: \$5,000,000 each occurrence / \$5,000,000 aggregate
Employer's Liability: \$1,000,000 each accident
Business Auto Liability: \$1,000,000 each accident

Further, PG&E has qualified as a self-insurer under the laws of the State of California with respect to Workers' Compensation. Our identification number for this purpose is 2-0012-01-099.

This letter shall remain in effect until the termination of the agreement.

*Please note a certificate of insurance is not applicable when an entity is self-insured, such as PG&E, and note there is no expiration date.


JANAIZE MARKLAND
Director of EORM & Insurance
Pacific Gas & Electric Company

SI Certification Letter
File: PGE-246.01



2300 Highway 166, New Cuyama, California 93254
(661) 766-2482 • FAX: (661) 766-2255

Administrator Designee:

20 Day Administrative Duties (Up to a maximum total of 160 hours)

Reporting

- LCAP support/liaison/present
- WASC
- SARC's (for all three sites)
- California Healthy Youth Act compliance
 - Organizing twice yearly classes at the middle and high school sites
 - Maintaining contact with CAC (class providers)
 - Holding parent review curriculum evening
 - Administration of the California Healthy Youth Survey

Roles

- LEA CAASPP Coordinator
- Transitional/Foster Youth Liaison
- Contact person for Mental Health Counseling services
- Support Financial Audit process
- Other duties as assigned

Responsibilities

- Special Education: admin for IEPs, ensuring requirements for PIR/SEP are being followed
 - 10 substitute days needed in order to attend IEPs
- Professional Development for K-12
 - Including planning site-specific meetings for high school
 - Collaboration with SBCEO
- High School Graduation

Requirements:

- Teaching Credential
- Administrative Credential

Salary: Hourly salary based on highest hourly rate the employee has received based on the Cuyama Joint Unified School District teacher and/or administrative schedule

Board approved July 9, 2020