

# Burnt Ranch Elementary School District

## Board of Trustees Regular Meeting

Burnt Ranch Elementary School

251 Burnt Ranch School Road

Burnt Ranch, California

*\*Meeting will be available remotely via ZOOM. Please call (530)629-2543, for information regarding remote access.*

**Tuesday, April 14, 2020**

**3:30 pm Regular Session**

### AGENDA

#### 1.0 Formal Opening

- 1.1 Call to Order
- 1.2 Roll Call
- 1.3 Additions or Changes to Agenda

2.0 **Public Communication:** Persons wishing to address the Board on any item except personnel are invited to do so at this time. In the interest of time and order, presentations from the public are limited to three minutes per person, per topic. Please state your name and address before speaking. In accordance with the Brown Act, unless an item has been placed on the agenda there shall be no action taken. The Board may 1) acknowledge receipts of the information; 2) refer to staff for further study; 3) refer the matter to the next agenda.

#### 3.0 Accept Open Session Agenda

Motion\_\_\_\_\_Second\_\_\_\_\_Vote\_\_\_\_\_

4.0 **Consent Agenda:** The following consent agenda items are considered to be routine by the District Board and will be enacted with one motion. There will be no separate discussion of items unless a Board member so requests, in which the items will be considered following approval of the Consent Agenda.

- 4.1 Minutes – March 12, 2020 and March 16, 2020
- 4.2 Warrants – March 11, 2020 – April 1, 2020

#### 5.0 Correspondence

#### 6.0 Reports

- 6.1 Building Project
- 6.2 Superintendent
- 6.3 LCAP
- 6.4 Enrollment and Attendance
- 6.5 Business
- 6.6 Staff
- 6.7 Title 6 Federal Indian Education Grant

**7.0 General Business**

- 7.1 Review/Approve 2020-2021 Bell Schedule
- 7.2 Review/Approve Administrator Salary Schedule
- 7.3 Review/Approve License Agreement (Public Safety Power Shutoff) between Burnt Ranch ESD and PG&E)

**8.0 Future Business**

Next Meeting:

April 15, 2020 – Special Meeting to Conduct Superintendent Interviews  
May 14, 2020 – 3:30pm

**9.0 Adjourn to Closed Session**

- 9.1 Pursuant to Government Code 54957 Personnel or 54956.9 Litigation

**10.0 Return to Open Session**

**11.0 Adjourn**

# Burnt Ranch Elementary School District

## Board of Trustees Regular Meeting

Burnt Ranch Elementary School  
251 Burnt Ranch School Road  
Burnt Ranch, California

Thursday, March 12, 2020

3:30 pm Regular Session

### Minutes

#### 1.0 Formal Opening

##### 1.1 Call to Order

Cyn called the meeting to order at 3:34 P.M.

##### 1.2 Roll call

**Board Members:** *Cyn Van Fleet, Katherine Bauer-Helwig, James King, Sarah Brown*

**Absent:** *Dena Magdaleno,*

**Others:** *Kathleen Graham, Robin Dummer, Krysty Kilgore, Mike Harding*

##### 1.3 Additions or Changes to Agenda

*No changes to agenda*

#### 2.0 Public Communication: Persons wishing to address the Board on any item except personnel are invited to do so at this time. In the interest of time and order, presentations from the public are limited to three minutes per person, per topic. Please state your name and address before speaking. In accordance with the Brown Act, unless an item has been placed on the agenda there shall be no action taken. The Board may 1) acknowledge receipts of the information; 2) refer to staff for further study; 3) refer the matter to the next agenda.

#### 3.0 Accept Open Session Agenda

Motion Sarah Brown Second Katherine Bauer-Helwig Vote Unanimous

#### 4.0 Consent Agenda: The following consent agenda items are considered to be routine by the District Board and will be enacted with one motion. There will be no separate discussion of items unless a Board member so requests, in which the items will be considered following approval of the Consent Agenda.

##### 4.1 Minutes – February 13, 2020

##### 4.2 Warrants – February 12, 2020 – March 4, 2020

*Approved Minutes for February 13, 2020 and Warrants for February 12, 2020 - March 4, 2020 by consent.*

#### 5.0 Correspondence

*Nothing to the Board. Kathleen reported the SchoolStore fundraiser has raised \$2,200 for teachers and \$120 for the school so far.*

#### 6.0 Reports

##### 6.1 Business

*Robin Dummer will report on the interim budget in item 7.1*

##### 6.2 Enrollment – 86- and Attendance – 96%

*Robin Dummer reported that we have 86 enrolled students with 96% attendance.*

##### 6.3 Superintendent

Kathleen Graham reported on the Coronavirus/Covid-19 impact. It is up to the Trinity County Public Health to determine if our school needs to be shut down due to the virus. Right now, there are zero cases in Trinity County; they have conducted many tests, but all have been negative for COVID-19. There are lots of malware related to mass emails in regards to the Coronavirus; have to be very careful opening mail and ads. Kathleen reported that we have sent two letters to parents in both print and electronic (email) forms. Due to the virus, many events have been cancelled. This is very sad; hopefully we can reschedule, but this is a moving target, so time will tell. Our school is small which is advantageous, but we have no control over the closures at this time.

Kathleen also reported that the Safety Committee met together and have been working individually, or in small groups, to further update the plan.

We have concerns about our attendance for next year. Several families may move out of the area. This could put our enrollment down to the low-70s. We will be holding a Kindergarten Roundup on

411  
April 17<sup>th</sup>, so we should know more then. This drop in enrollment necessitates looking at our staffing for next year.

Kathleen also reported on the following school events:

- 2/14 The 5<sup>th</sup>-8<sup>th</sup> grade Mt. Shasta Snow Park trip went well, although two students did break their wrists. Otherwise, the day went smoothly. (Casey Geyer organized)
- 2/17-21 Presidents Week
- 2/27 Varsity Basketball game @ Jacoby Creek School-this is the only game we played on the coast, as we had plenty of Klamath-Trinity and Trinity County schools to schedule games with.
- 3/2 Whole school celebration of Dr. Seuss Day (Kristen Peckham organized)
- 3/4 Basketball games @ Trinity Valley School
- 3/5 PTO Meeting @ 3:30pm
- 3/6 7<sup>th</sup>/8<sup>th</sup> graders attended a special day at College of the Redwoods with Tamera West and Erin Burger.
- 3/6 End of the Second Trimester
- 3/6-7 Our Varsity team attended the Crescent City Boys Basketball and came home as Champions of the C-2 Division. One player was named MVP, two received All-Tourney Awards, and one came in 2<sup>nd</sup> in the Free Throw Competition. The whole team and Coach Rob Kilgore earned the 1<sup>st</sup> Place Banner and the Trophy. Many parents, and staff member Robin (and Adam) were in Crescent City to support the team. Go Bears!
- 3/7 Teachers Tamera West & Betsy Wilde and aide Erin Burger attended an all day Math Conference in Redding.
- 3/9 Trinity County Spelling Bee @ Hayfork - We have one very strong competitor. Krysty Kilgore is our Spelling coordinator.
- 3/11 -3<sup>rd</sup>-6<sup>th</sup> graders traveled to Weaverville for the Traveling Lantern's production of *The Lion, the Witch and the Wardrobe* (partially sponsored by TCOE)  
-Whole school Kickball game organized by Club Live (Tamera West) to celebrate Kick Butts Day!

**Most of the following Upcoming Events have been cancelled:**

- 3/13-14 BRS Honor Choir will attend the Annual Humboldt Honor Choir event in Arcata, which culminates in a Humboldt County-wide performance on Saturday night. Irene Treesong arranges our participation and accompanies our two students.
- 3/16-18 Kristen Peckham will attend a Science training/in-service in Sacramento.
- 3/16 LCAP Parent Advisory Committee meeting at 3:30pm  
8<sup>th</sup> grade night at Trinity High School
- 3/17 Whole school to the HSU CenterArts Underwater Bubble Show in Eureka.
- 3/18-20 Parent Conferences (3/20 is a minimum day)
- 3/19 Second Trimester Awards Assembly @ 8:30am  
Trinity County BHS: Mental Health Services meeting at BRS -3:00pm
- 3/20 Burnt Ranch School is hosting a 6<sup>th</sup>-8<sup>th</sup> grade "80s Dance" from 6-8pm. The Dance Committee invited schools from Klamath-Trinity SD and Trinity County. (Casey Geyer is the adult advisor.)
- 3/23 Kristin Peckham to CPIN(early childhood education) In-service at TCOE
- 3/23-27 Missoula Children's Theatre here all week.
- 3/24 Trinity High School will be at BRS to register 8<sup>th</sup> graders for next year
- 3/27 Two performances of the MCT play, "Cinderella" in afternoon and evening @ BRS. There will also be a fundraiser dinner for next year's 8<sup>th</sup> graders.
- 3/31 Nutrition Education at BRS
- 4/1 TC Indian Education meeting at TCOE - Michelle Arwood attending
- 4/2 TK-4<sup>th</sup> grade to Turtle Bay Museum in Redding
- 4/3 Easter Egg Hunt sponsored by the ASES program  
Minimum Day
- 4/4-30 Young Artist Showcase at Highland Art Center in Weaverville- We will have approximately 25 student art works on display all month.
- 4/6-10 Spring Break- no school
- 4/15 Trinity County Office of Education Board Meeting to be held at BRS 1:00pm

6.4 LCAP (Local Control Accountability Plan)-

*Kathleen Graham reported that the 2019-20 LCAP continues to be implemented and evaluated. We are working on the goals for 2020-2023 LCAP. There will be a LCAP advisory meeting on Monday, March 16 @ 3:30pm.*

6.5 Staff

Kathleen Graham reported that the staff is healthy.

6.6 Building Project

Kathleen Graham reported that PBK and Burnt Ranch School's contract was located by CRM. Kathleen is hoping to meet with Jeff Caldwell tomorrow in preparation for a second followup meeting with PBK. In our other building project, OPSC has good info about the well and backup emergency generator. State still has money for these types of jobs in Health and Safety. Project will be finalized and brought to the board soon.

7.0 **General Business**

7.1 Review/Approve Second Interim Budget Report

Item approved in a motion by James King; second Sarah Brown-unanimous.

Robin Dummer presented the Interim Budget Report using a detailed PowerPoint presentation with excellent graphics. Key change since the First Interim Report is that we received more Forest Reserve funds than projected: \$43, 000. Robin also reported on the Economic Uncertainty: declining enrollment, available reserves, and planning for the future. Since our enrollment is projected to decline next year, our ADA funding could significantly decrease.

- 7.2 Review/Approve 2020-21 Trinity County Technology Agreement with TCOE-  
Item approved in a motion by Katherine Bauer-Helwig; second Sarah Brown. -unanimous; James King was absent for vote. *(James King stepped out at 4:50 PM and returned at 4:54 PM.)*  
Kathleen Graham reported that we are going to contract with TCOE beginning with the 2020-21 school year to have Laura Johnson be in charge of our school website--cost of \$1000 for the entire year. She maintains sites for a few other districts, and with all the new requirements, this seems like a logical move.
- 7.3 Notices of Completion which are required to be completed and recorded within 15 days of acceptance by the Board of Trustees.  
Item approved in a motion by Katherin Bauer-Helwig; second James King.- unanimous.  
This is for Lakmann Construction – Bid Package BR2018.2.24
- 7.4 Review/Approve 2020-2021 School Calendar  
Item approved in a motion by Katherin Bauer-Helwig; second James King.- unanimous.  
*Calendar moves the start date to August 24 and eliminates Presidents Week in February and instead has a 4-day weekend.*
- 7.5 Review/Approve the following Board Policies  
  - BP 0200 Philosophy, Goals, Objectives and Comprehensive Plans
  - BP 4118 Dismissal/Suspension/Disciplinary Action
  - BP/AR 4158/4258/4358 Employee Security
  - BP/AR 4218 Dismissal/Suspension/Disciplinary Action
  - BP/AR 5141.4 Child Abuse Prevention and Reporting
  - AR 5144.2 Suspension and Expulsion/Due Process (Students with Disabilities)
  - BP 5131 Conduct

Approved in motion by Katherine Bauer-Helwig; second Sarah Brown.- unanimous.

**8.0 Future Business**

Next meeting – Discussion changing the next board meeting from April 9 to April 14, 2020.  
*Board Meeting changed to April 14, 2020 at 3:30 PM.*

**9.0 Adjourn to Closed Session @ 5:11 pm**

- 9.1 In accordance with Government Code Section 54957, the Governing Board will meet in Closed Session to consider the appointment, employment, evaluation or performance, discipline, resignation, retirement, reassignment, layoff, dismissal, complaint of a public employee(s).
- 9.2 Pursuant to Government Code 54956.9 Litigation

**10.0 Reconvene to Open Session @ 5:47 pm**

The board announced that they passed RESOLUTION NO. 2019/20-05-RESOLUTION OF RELEASE AND LAYOFF/REDUCTION IN ASSIGNED HOURS OF CERTIFICATED EMPLOYEES

No other reportable business.

**11.0 Adjourn @ 5:48 pm**

4.1

**CALL AND NOTICE OF SPECIAL MEETING OF THE BOARD OF  
TRUSTEES, BURNT RANCH SCHOOL DISTRICT  
EMERGENCY BOARD MEETING**

**Minutes**

At the direction of the President of the Board of Trustees of Burnt Ranch School District, an emergency meeting of the Board is hereby called:

DATE: Monday, March 16<sup>th</sup>, 2020

TIME: 5:00

LOCATION: Burnt Ranch Elementary School  
251 Burnt Ranch School Road  
Burnt Ranch, California

*Board members present President Cyn Van Fleet, James King, Katherine Bauer-Helwig, and Sarah Brown. Others present Superintendent Kathleen Graham and Robin Dummer.*

*Cyn Van Fleet called the meeting to order at 5:00pm.*

**In the case of an emergency situation for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirements for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meeting during an emergency meeting. (Government Code 54956.5)**

**1.0 Action Items**

- 1.1 Review/Approve Resolution No. 2019/20 – 06 for Emergency Closures and Response to the COVID-19 –  
*Sarah Brown motioned to approve Resolution No. 2019/20 – 06 for Emergency Closures and Response to the COVID-19, Katherine Bauer-Helwig seconded the motion. Discussion of when to re-open ensued; Superintendent Graham advised she is in contact with Public Health. There are zero cases in Trinity County. Vote 4-0, unanimous*

- 2.0 Public Communication:** Persons wishing to address the Board on any item except personnel are invited to do so at this time. In the interest of time and order, presentations from the public are limited to three minutes per person, per topic. Please state your name and address before speaking. In accordance with the Brown Act, unless an item has been placed on the agenda there shall be no action taken. The Board may 1) acknowledge receipts of the information; 2) refer to staff for further study; 3) refer the matter to the next agenda.  
*No public communication*

**3.0 Adjourn**

*Cyn Van Fleet adjourned the meeting at 5:25pm.*

Checks Dated 03/11/2020 through 04/08/2020

Board Meeting Date April 14, 2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5221457	03/18/2020	Burger, Erin E	01-5200		51.62
5221458	03/18/2020	Graham, Kathleen J	01-4300	219.48	
			01-5200	200.29	
			13-4300	21.69	441.46
5221459	03/18/2020	Bill Anderson	01-5800		340.00
5221460	03/18/2020	California Safety Company	01-5800		40.00
5221461	03/18/2020	Collegiate Designs, Inc.	01-4300		948.65
5221462	03/18/2020	Frontier	01-5920		319.71
5221463	03/18/2020	Lozano Smith, LLP	01-5850		1,255.00
5221464	03/18/2020	North State Grocery, Inc.	13-4700		106.60
5221465	03/18/2020	Pacific Gas & Electric	01-5510		1,779.13
5221466	03/18/2020	Producers Dairy	13-4700		459.48
5221467	03/18/2020	Rod Johnson	01-5800		225.00
5221468	03/18/2020	Shasta Tr Schools Ins Dental	01-9580		991.08
5221469	03/18/2020	Shasta Tr Schools Ins Medical	01-9580		8,714.00
5221470	03/18/2020	Shasta Tr Schools Ins Vision	01-9580		237.60
5221471	03/18/2020	Tom's Trash	01-5550		407.82
5221472	03/18/2020	Trinity Co Office Of Education	01-5200		52.00
5221585	03/25/2020	IBS of The Redwoods	01-4300		458.14
5221586	03/25/2020	SYNCB/AMAZON	01-4300	635.95	
			13-4300	342.15	978.10
5221661	04/01/2020	Campora	01-5520		4,021.43
5221662	04/01/2020	Coast Central Credit Union	01-4300		642.90
5221663	04/01/2020	North Coast Laboratories Inc	01-5800		50.00
5221664	04/01/2020	Office Depot Business Credit	01-4300		238.62
5221665	04/01/2020	Trinity Alps Unified SD	01-5800		2,567.50
<b>Total Number of Checks</b>			<b>23</b>		<b>25,325.84</b>

**Fund Recap**

Fund	Description	Check Count	Expensed Amount
01	General Fund	21	24,395.92
13	Cafeteria Special Reserve	4	929.92
<b>Total Number of Checks</b>		<b>23</b>	<b>25,325.84</b>
<b>Less Unpaid Tax Liability</b>			<b>.00</b>
<b>Net (Check Amount)</b>			<b>25,325.84</b>

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.

# Burnt Ranch School

# Bell Schedule 2020 – 2021

7.1

## Regular Days: Monday-Tuesday, Thursday-Friday

Kindergarten	8:10 – 11:40	Class and Recess	210		
	11:40 – 12:20	Lunch -40			
	12:20 – 1:00	Class	40	Total Minutes	250
Grades 1 - 2	8:10 – 9:20	Class	70		
	9:20 – 9:50	Breakfast/Recess - 30			
	9:50 – 11:45	Class	115		
	11:45 – 12:25	Lunch -40			
	12:25 – 2:45	Class	140	Total Minutes	325
Grades 3 - 4	8:10 – 9:25	Class	75		
	9:25 – 9:50	Recess-25			
	9:50 – 11:50	Class	120		
	11:50 – 12:30	Lunch-40			
	12:30 – 2:45	Class	135	Total Minutes	330
Grade 5 - 6	8:10 – 9:30	Class	80		
	9:30 – 9:50	Recess-20			
	9:50 – 11:55	Class	125		
	11:55 – 12:35	Lunch-40			
	12:35 – 2:45	Class	130	Total Minutes	335
Grades 7-8	8:10 – 9:30	Class	80		
	9:30 – 9:50	Recess-20			
	9:50 – 12:00	Class	130		
	12:00 – 12:40	Lunch-40			
	12:40 – 2:45	Class	125	Total Minutes	335

## Early Release Wednesdays

Kindergarten	8:10 – 11:40	Class and Recess	210		
	11:40 – 12:20	Lunch -40			
	12:20 – 1:00	Class	40	Total Minutes	250
Grades 1 - 2	8:10 – 9:20	Class	70		
	9:20 – 9:50	Breakfast/Recess - 30			
	9:50 – 11:45	Class	115		
	11:45 – 12:25	Lunch -40			
	12:25 – 2:00	Class	95	Total Minutes	280
Grades 3 - 4	8:10 – 9:25	Class	75		
	9:25 – 9:50	Recess-25			
	9:50 – 11:50	Class	120		
	11:50 – 12:30	Lunch-40			
	12:30 – 2:00	Class	90	Total Minutes	285
Grades 5- 8	8:10 – 9:30	Class	80		
	9:30 – 9:50	Recess-20			
	9:50 – 11:55/12:00	Class	125/130		
	11:55/12:00 – 12:35/40	Lunch-40			
	12:35/40 – 2:00	Class	80/85	Total Minutes	290

**EARLY RELEASE WEDNESDAYS:** To allow the teaching staff additional time for collaboration and professional development, **each Wednesday** will be a modified day. Kindergarteners will be dismissed at the usual dismissal time of 1:00 pm, and grades 1-8 will be dismissed at 2:00 pm.

**Notices will be sent home if there are any other changes from the regular school day and/or calendar.**

**Bus Runs: Monday through Friday @ 3:30 and 4:40 pm**



# Minimum Days

7.1

12 Minimum Days are scheduled:

Parent Conferences: Tuesday through Friday, November 17<sup>th</sup>-20<sup>th</sup> & Friday March 19<sup>th</sup>; Friday, December 18<sup>th</sup> before Christmas Break, Friday, April 2<sup>nd</sup> before Spring Break; Friday, November May 21<sup>st</sup> before Memorial Weekend and the Last week of school: Monday- Thursday, June 7<sup>th</sup>-10<sup>th</sup>

Kindergarten	8:10 – 11:40	Class and Recess	210		
	11:40 – 12:20	Lunch -40			
	12:20 – 1:00	Class	40	Total Minutes	250
Grades 1 - 2	8:10 – 9:20	Class	70		
	9:20 – 9:50	Breakfast/Recess - 30			
	9:50 – 11:45	Class	115		
	11:45 – 12:25	Lunch -40			
	12:25 – 1:00	Class	35	Total Minutes	220
Grades 3 - 4	8:10 – 9:25	Class	75		
	9:25 – 9:50	Recess-25			
	9:50 – 11:50	Class	120		
	11:50 – 12:30	Lunch-40			
	12:30 – 1:00	Class	30	Total Minutes	225
Grade 5 - 8	8:10 – 9:30	Class	80		
	9:30 – 9:50	Recess-20			
	9:50 – 11:55/12:00	Class	125/130		
	11:55/12:00 – 12:35/40	Lunch-40			
	12:35/40 – 1:00	Class	20/25	Total Minutes	230

## One Minimum Day Bus Run @ 2:00pm

### BRS Yearly Total of Instructional Minutes:

Grade level	CA required minutes	2020-21 BRS minutes
TK/Kindergarten	36,000	45,000
1 <sup>st</sup> – 2 <sup>nd</sup>	50,400	55,665
3 <sup>rd</sup>	50,400	56,565
4 <sup>th</sup>	54,000	56,565
5 <sup>th</sup> - 8 <sup>th</sup>	54,000	57,465

### START OF SCHOOL DAY

The bus is scheduled to arrive at the school by 8:05am. Students not riding the bus are asked to arrive at the school no earlier than 8:00am. Classrooms will be open at 8:00am and instruction begins at 8:10am for all grades. Breakfast will be served starting at 9:20.

Any child arriving after school has started (8:10am) must check in at the office before proceeding to the classroom. Students will be considered truant after 8:30am.

**LICENSE AGREEMENT  
(PUBLIC SAFETY POWER SHUTOFF)**

This License Agreement ("License Agreement") is made and entered into this 1<sup>st</sup> day of April, 2020 (the "Effective Date") by Burnt Ranch School District, a Government Entity, 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 certain real property commonly known as Burnt Ranch School, 251 Burnt Ranch School Rd, Burnt Ranch, CA 95527, Assessor's Parcel Number 008-380-14, hereinafter called the "Property," located in the City of Burnt Ranch, County of Trinity, State of California. The Property includes a parking lot ("Parking Lot") containing approximately 20+ parking spaces.

B. PG&E desires to partner with LICENSOR in connection with a Public Safety Power Shutoff Event ("PSPS Event"). 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.

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. Grant of License. Subject to the terms and conditions set forth in this License Agreement, LICENSOR grants PG&E, and its employees, contractors, agents, and representatives ("PG&E's Representatives") and PG&E's customers the right to use the License Area described in **EXHIBIT A** attached hereto (the "License Area") and certain interior areas of the Property in connection with a PSPS Event, together with rights of ingress and egress to and from the License Area, and the right to use certain exterior areas of the Property as set forth below. All of the activities of PG&E and PG&E's Representatives pursuant to this License Agreement are referred to herein as "PG&E's Activities."

2. Use of License Area and Interior Common Areas of the Property. During Use Days (as defined in Section 5 below), PG&E and PG&E's Representatives and customers shall have the exclusive right to use the License Area as a customer resource center. Services to be provided in the License Area may include, among other things, providing PG&E customers with water and snacks and the ability to charge phones and get up-to-date information on outages. PG&E and PG&E's Representatives shall have the right to set up tables and chairs in the License Area. In addition to the exclusive use of the License Area, PG&E and PG&E's Representatives and customers shall have the nonexclusive right, during Use Days, to use lobbies, hallways, stairways, elevators (if operational), restrooms, and other interior common areas of the Property.

PG&E and PG&E's Representatives shall also have the right to install temporary directional signage in the common areas of the Property.

3. Staging Area; Parking.

(a) Staging Area. During Use Days, PG&E and PG&E's Representatives shall have the exclusive right to use the exterior area of the Property shown on **EXHIBIT A** (the "**Staging Area**") to support the command, control, and coordination of any patrol, inspection, and restoration of electric facilities in the case of a PSPS Event. Without limiting the generality of the foregoing, PG&E and PG&E's Representatives shall have the right to set up tents, install trailers, portable toilets, fencing, and temporary signage, park mobile vehicle units and other vehicles, and deliver and stage equipment, supplies and materials in the Staging Area.

(b) Parking. PG&E and PG&E's Representatives and customers shall have the non-exclusive right to park vehicles in portions of the Parking Lot shown on **EXHIBIT A** during Use Days.

(c) Personnel. PG&E, in its sole discretion, may elect to engage uniformed, unarmed personnel to be present in the Parking Lot and Staging Area during Use Days.

4. Generator. Subject to the terms and conditions of this Section 4, LICENSOR grants PG&E and PG&E's Representatives a license to install, maintain, operate, repair, and replace a generator and related equipment (collectively, the "**Generator**") in the exterior area of the Property shown on **EXHIBIT A** attached hereto (the "**Generator Site**"). At PG&E's option, PG&E or PG&E's Representatives may install fencing, bollards, or other barriers around the Generator Site. LICENSOR grants to PG&E and PG&E's Representatives exclusive use of the Generator Site. PG&E anticipates that the Generator may remain in place from approximately June 1 until December 31 of each year, and PG&E and PG&E's Representatives shall have the right, without prior notice to LICENSOR, to enter the Property at all times to access the Generator. PG&E, at its expense, shall be responsible for obtaining all required permits for the Generator and complying with all laws relating to the Generator. Notwithstanding the definition of PG&E's Activities, the presence of the Generator on the Property and activities related to the Generator shall not be considered PG&E's Activities for purposes of determining Use Days, and PG&E shall not be required to pay any additional license fees or other sum in connection with the Generator. The Generator is solely for the benefit of PG&E and PG&E's customers. PG&E makes no representations or warranties to LICENSOR regarding the operation, capacity, or condition of the Generator, and PG&E shall have no liability to LICENSOR in connection with any failure or malfunction of the Generator. Promptly after the expiration of the term of this License Agreement, PG&E or PG&E's Representatives shall remove the Generator and any barriers installed by PG&E or PG&E's Representatives.

5. Term. This License Agreement shall be for a term of five (5) years, commencing on 4/1/20 (the "**Commencement Date**"), and expiring on 12/31/2025 (the "**Termination Date**"). Notwithstanding the term of this License Agreement, PG&E anticipates that it will use the License Area and the Staging Area on an occasional basis, if at all, for periods of approximately 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 or the Staging Area are

referred to herein as "Use Days." During Use Days, PG&E shall have the exclusive right to use the License Area and the Staging Area twenty-four (24) hours per day.

6. License Fee. PG&E shall pay a license fee ("License Fee") of Five Hundred Dollars (\$500) per day for each Use Day.

7. Priority Scheduling. PG&E shall give LICENSOR at least twenty-four (24) hours' prior notice (the "PSPS Notice") of the dates and times that PG&E desires to access and use the Property in connection with a PSPS Event. Within four (4) hours after receipt of a PSPS Notice, LICENSOR shall confirm receipt of the PSPS Notice. PG&E's use of the Property in connection with a PSPS Event shall take priority over other uses and events. If another use or event is scheduled at the Property that would conflict with PG&E's use of the Property during the dates and times specified in the PSPS Notice, LICENSOR shall cancel such event and indemnify and defend PG&E from any and all Claims related to such cancellation. LICENSOR acknowledges that PG&E may give LICENSOR multiple PSPS Notices during any calendar year.

8. Use of License Area and Staging 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 and the Staging 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 and the Staging Area. PG&E may request LICENSOR to perform alterations, repairs, or improvements to the License Area and the Staging Area, but PG&E understands and agrees that LICENSOR shall not be obligated to make any such alterations, repairs or improvements at any time. Except in the event of an emergency, PG&E shall not make any alterations, repairs or improvements to the Property without the prior written consent of LICENSOR, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) Use. PG&E shall exercise reasonable care in the conduct of PG&E's Activities in the License Area and the Staging Area. Without limiting the generality of the preceding sentence, PG&E shall maintain the License Area and the Staging Area in reasonably neat and orderly condition during Use Days; provided, however, that LICENSOR, as part of the License Fee and without additional compensation, shall provide all necessary janitorial services to the License Area and common areas during Use Days, including, but not limited to, removing trash and stocking restrooms with supplies. PG&E shall not use the License Area or the Staging Area or permit anything to be done in or about the License Area or the Staging 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 or the Staging Area. During Use Days, PG&E shall not allow the License Area or the Staging 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 or the Staging Area.

(c) 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.

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

9. 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.

10. Indemnity. Except to the extent caused by the negligence or willful misconduct of LICENSOR, its officers, agents, or employees, 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**") that are caused by 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 relating to (i) injury to or death of persons, including, but not limited to, employees of LICENSOR or PG&E; (ii) injury to the property 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. In no event, however, shall PG&E be liable for any indirect or consequential damages or for loss of profits or other revenue, loss of goodwill, or loss of use. The indemnification obligations of PG&E under this Section 10 shall survive the expiration or earlier termination of this License Agreement.

11. Insurance. PG&E shall at all times during the Term of this License Agreement, self-insure for PG&E's Activities pursuant to this License Agreement in accordance with **EXHIBIT C**.

12. Alterations to Property. LICENSOR hereby grants PG&E and PG&E's Representatives the right to perform, at PG&E's expense, the alterations to the Property described in **EXHIBIT D** attached hereto. PG&E or PG&E's Representatives will coordinate the scheduling of the performance of such alterations with LICENSOR.

13. 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) Interpretation. This License Agreement shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement.

(g) Exhibits. The following exhibits are attached hereto and incorporated herein by this reference:

- EXHIBIT A** – License Area
  - Staging and Parking Lot Area
  - Generator Site
- EXHIBIT B** – Notices
- EXHIBIT C** – Statement of Self-Insurance Program
- EXHIBIT D** – ADA and Electrical Alterations

(h) 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.

(i) 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.

(j) 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,  
a California corporation

Burnt Ranch School District,  
a Government Entity

By: E-SIGNED by Christopher Medders  
on 2020-04-02 05:16:22 GMT  
Name: Christopher Medders  
Its: Manager of Land Acquisition  
Date: April 02, 2020

By: Kathleen Graham  
Name: Kathleen Graham  
Its: Superintendent  
Date: 4/1/2020

**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 Kathleen Graham at the following email address: kgraham@tcock12.org.

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

- Robin Dummer rdummer@bresd.org
- Krysty Kilgore kkilgore@bresd.org
- Julie McCurdy jmcurdy@bresd.org

TO PG&E:

Any notice to PG&E, including the notice pursuant to Section 2 of the License Agreement shall be sent to Trevor LaTurner at the following email address: CRCHelp@pge.com.

EXHIBIT C



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.

*[Signature]*  
JENNIFER MARRI AND  
Director of EORM & Insurance  
Pacific Gas & Electric Company

SI Certification Letter  
File: PGE-248 31

**EXHIBIT D**

## ADA And Electrical Alterations

**ELECTRICAL SCOPE OF WORK:**

- ADD 800AMP TRANSFER SWITCH ON BACK OF EXISTING GEAR.
- CAMLOCKS TO BE PROVIDED ON THE SIDE OF NEW TRANSFER SWITCH. TRANSFER SWITCH TO POWER ENTIRE BUILDING.
- RECEPTACLE TO BE ADDED FOR GENERATOR BATTERY CHARGER.
- PG&E OUTAGE NEEDED TO REMOVE LOAD SIDE BUSSING FROM BREAKER.

**ADA SCOPE OF WORK:**

- Need to install Van Accessible Parking Sign at Van Accessible Space
- Need to install Tow Away Sign at Parking Entrance or adjacent to Accessible Parking Space
- Entrance door needs to be adjusted