# *DURHAM UNIFIED SCHOOL DISTRICT*

**9420 Putney Drive, Durham, CA 95938**

## Regular Session Governing Board Meeting Agenda

Monday, November 9, 2026

Durham Unified School District Board Room

**6 pm Open Session**

**Or**

**Join Zoom Meeting**

https://durhamunified.zoom.us/j/84482077735?pwd=PlKp08gzF6lk6lV9MmNgidb4PN8Y6W.1

Passcode: durham

+1 669 900 6833 Webinar ID: 844 8207 7735

Passcode: 5rBBtJ

**A. CALL TO ORDER**

**B. PLEDGE OF ALLEGIANCE**

**C. ORDER OF AGENDA**

**D. PUBLIC COMMENT ON AGENDA ITEMS AND 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.

**Please note: At this time, the Board will hear public comment on ALL AGENDA ITEMS BELOW and will also hear public comment on any school district matter.**

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 jbohannon@durhamunified.org"**

**E. REPORTS** Page

a. DUTA

b. Principals 1-9

c. Director of Student Services 10

d. MOT 11

e. Superintendent

**F. ITEMS FROM THE BOARD**

**G. CONSENT AGENDA**

1. Approval of Minutes from the October 21, 2026 Board meeting. 12-20
2. Approval of Accounts Payable for October 2026. 21-27

3. Approval of the Reach University Employer Partnership MOU. 28-60
4. Employment:
   Coaching Hire:

| Employee | Position | Date |
|---|---|---|
| Buzz Landon | Volunteer Volleyball Coach | 2026/27 Season |

Classified Resignation:

| Employee | Position | Date |
|---|---|---|
| Kathleen Corriea | Part Time Cook I - 4hr | 10/31/2026 |
| Kathleen Corriea | Part Time Bus Driver - 4hr | 11/20/2026 |

Certificated Retirement:

| Employee | Position | Date |
|---|---|---|
| Bryan Bear | DHS Math Teacher | 06/30/2026 |

## H. DISCUSSION/ACTION ITEMS:

1. ***Discussion/Action:*** Discussion and approval of the DRPD Grant for Tennis Courts. 61-68
2. ***Discussion/Action:*** Discussion of the GreenEdge Energy Services Proposal. 69-101
3. ***Discussion/Action:*** Discussion and approval of the Purchase or Repair of a Diesel Mower. 102-107
4. ***Discussion/Action:*** Discussion and approval of the Purchase of a New Diesel Bus. 108-122
5. ***Discussion/Action:*** Discussion and approval of the Updated Ag New Trailer Quote. 123-133
6. ***Discussion/Action:*** Discussion and approval of the DES Fencing Project Contract. 134-167
7. ***Discussion/Action:*** Discussion and approval of the Actuarial Study of Retiree Health Liabilities. 168-197
8. ***Discussion/Action:*** Discussion and approval of the Second Reading of August 2026 Board Policy Updates. (Supporting materials are available for review at the District office or www.durhamunified.org). 198-199

## I. PUBLIC COMMENT ON CLOSED SESSION ITEMS / MOVE TO CLOSED SESSION

## J. 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: Superintendent*
   *(Government Code 54957)*
5. *Public employee appointment / employment:*
   *(Government Code 54957)*
6. *Pending Litigation:*
   *(Government Code: 54956.9 (d) (l)*

**K. RETURN TO OPEN SESSION**

**L. REPORT OF ACTION TAKEN IN CLOSED SESSION**

**M. NEXT BOARD MEETING DATE:** Wednesday, December 16, 2026

NOTES: *Agenda item documents are available for public inspection during regular business hours at the District Office. **Handouts will be provided at the board meeting. If you require special accommodations to participate in the meeting, please advise Chloe Bartel, Human Resources/Executive Assistant, 48 hours in advance at (530)895-4675 x5001.

Government Code 54953.2 requires that all Board meetings meet the protections of the Americans with Disabilities Act (ADA) (42 USC 12132) and implement regulations (28 CFR 35.160, 36.303). Such protections require the district to ensure that the meeting is accessible to persons with disabilities and, upon request, to provide disability-related accommodations, such as auxiliary aids and services. Auxiliary aids and services may include accommodations at the actual meeting, such as a sign-language interpreter, or accommodations to the supporting documentation, such as Braille translation of the agenda packet. Government Code 54954.2 requires that the agenda specify how, when, and to whom a request for accommodation should be made; see BB 9322 - Agenda/Meeting Materials.

# DURHAM UNIFIED SCHOOL DISTRICT
## Board Meeting Date: 11-09-2026

| | |
|---|---|
| SUBJECT: DES Principal Report | |
| | |
| PREPARER: Samantha Brown | |
| RECOMMENDATION: | ☐ Approve<br>☐ Do Not Approve<br>☐ Accept<br>☐ Discuss<br>☑ Information Only |

**Enrollment:** 512 students (increase of one TK, one K, and one 4th grade student since last month)

**Events/Happenings:** November is shaping up to be an exceptionally productive and community centered month at Durham Elementary School, anchored by academic milestones, data-driven collaboration, and meaningful family partnerships. Teachers and staff are wrapping up Trimester 1 report card assessments and preparing to engage families directly through Parent-Teacher Conferences, while continuing targeted professional learning in *Building Thinking Classrooms*, *Keys to Literacy*, and oral language interventions. Our campus safety and culture commitments remain strong as we conduct our monthly safety drills and maintain high-leverage PBIS habits across campus.

Looking ahead through November, our school community has much to look forward to! Key highlights include celebrating Dia de los Muertos, honoring our veterans, holding student leadership events, and recognizing our students through monthly awards and Popsicles with the Principal. We will also maintain strong parent and community engagement through upcoming DELAC, School Site Council, PTS, and DUSD Board meetings, as well as the Butte County Farm Bureau Agribee, and our 30-Minute Math Huddle before entering a well-deserved Thanksgiving Break.

**Key Events: November 2026**

Week 1: November 2 – November 6

- Nov 1: All Saints Day / Daylight Saving Time Ends
- Nov 2: Dia de los Muertos Museum; All Souls Day; National School Psychology Week Begins; DIBELS K–5 Makeup Screeners; Trimester 1 Report Card Assessments & Data Window
- Nov 3: Election Day
- Nov 4: 5th Grade Feather River Fish Hatchery Field Trip (8:10 AM); Staff Meeting (3:00 PM – 4:30 PM, DES MPR); Durham 4-H in DES MPR (6:30 PM – 8:30 PM)

- Nov 5: Square 1 Art Orders Due; 3rd Grade Farm City Week Celebration at Gridley Fairgrounds(8:30 AM); DELAC Meeting in DES Rm 39 (5:30 PM – 7:30 PM); End of Trimester 1
- Nov 6: Lockdown Safety Drill (1:00 PM); Grade-Level Data Meetings (Principal's Office)

Week 2: November 9 – November 13 (Parent-Teacher Conference Week)

- Nov 9: DUSD Board Meeting (6:00 PM)
- Nov 10: Minimum Day Release (12:20 PM) for Parent-Teacher Conferences; Report Cards Sent Home
- Nov 11: NO SCHOOL — Veterans Day
- Nov 12: Minimum Day Release (12:20 PM) for Parent-Teacher Conferences; Report Cards Sent Home
- Nov 13: Minimum Day Release (12:20 PM) for Parent-Teacher Conferences; Report Cards Sent Home; Trimester 1 Awards Assembly

Week 3: November 16 – November 20

- Nov 16: Mrs. Hughes 2nd Grade Class Evening VAPA Performance in DES MPR (5:30PM)
- Nov 17: DES PTS Meeting in DUSD Blue Room (8:30 AM); Probationary Teachers Meeting (2:50 PM – 3:20 PM); Mrs. Alaways 2nd Grade Class Evening VAPA Performance in DES MPR (5:30PM)
- Nov 18: Mr. Martin's 4th Grade to Butte Ecological Preserve (8:30 AM - 1:00 PM); School Site Council Meeting in DES Rm 2 (3:00 PM – 4:00 PM); Mr. Baggenstoss 2nd Grade Class Evening VAPA Performance in DES MPR (5:30PM)
- Nov 19: 30-Minute Math Huddle (2:55 PM – 3:25 PM)
- Nov 20: Miss Martinez and Miss Sparks 4th Grade Classes to Butte Ecological Preserve (8:30 AM - 1:00 PM); DES School Spirit Day (Denim Day - Wear Denim from head to toe); Butte County Farm Bureau Agribee; Popsicles with the Principal (DES Courtyard, 2:00 PM – 2:15 PM)

Week 4: November 23 – November 27 (Thanksgiving Break)

- Nov 23 – Nov 27: NO SCHOOL — Thanksgiving Break
- Nov 26: Thanksgiving Day

Week 5: November 30

- Nov 30: NWEA MAP Winter Testing Window Opens (Grades 1–5); Student Council Meeting in Rm 1 (12:15 PM – 12:45 PM)

**Staff Meeting/Grade Level Collaboration:** On Wednesday, November 3rd, we will hold our November Staff Meeting in the DES MPR from 3:00–4:30 PM, which focus on the following key topics:

1. Celebration & Gratitude

- Things We Are Grateful For: Taking time as a team to acknowledge and share what we are thankful for this season.

2. Campus Safety, Behavior & Supervision

- Campus Safety & Lunch Reset: Restructured cafeteria schedules and assigned class tables to cut down on noise and improve supervision; updated playground safety rules (seated snacks, freeze-at-the-whistle) and reinforced dismissal procedures and cell phone rules.
- PBIS Leadership Committee: Welcoming Lenny Grant to the committee for a 3-month trial.
- TFI 3.0 & Restorative Practices: Focusing our PBIS efforts on creating a Restorative Chat Cheat Sheet for staff; deciding not to apply for state recognition (including the Trailblazer Award) to keep our focus on core practices; drawing names for Walk and Squawk participation.
- Behavior Update & Trends: Reviewing fall discipline data and refocused "Tiger Bucks" on targeted grade-level habits to encourage positive behavior and reduce classroom disruptions.

3. Literacy, Math & Academic Focus

- Literacy & Early Intervention: Overview of our new oral language action plan utilizing the OxEd Screener and NELI intervention program to build foundational listening and reading skills.
- Math Focus & Homework Policy: Prioritizing math fact fluency across all grade levels and reaffirming our 10-minutes-per-grade homework limit.
- Professional Learning Updates: Quick updates on Building Thinking Classrooms and Keys to Literacy trainings.
- NWEA MAP Winter Testing: Preparing for our upcoming winter assessment window.

4. Data, Assessments & Conferences

- Report Cards & Parent-Teacher Conferences: Key reminders and expectations for upcoming report cards and family conferences.
- Grade-Level Data Meetings: Scheduled for Friday, November 6th in the Principal's Office.

5. District Committees & Registration

- DUSD Committee Representatives Needed:
    - Teacher volunteers for the DUSD Safety Committee.
    - Parent representatives needed for the DUSD LCAP Committee.
- 2027–2028 DES Registration: Information and timeline updates for enrollment.

6. Collaboration & Calendar

- Upcoming Important Dates: Reviewing key calendar items for November and December.
- Vertical Alignment Collaboration: Dedicated time for cross-grade collaboration, structured like our 30-Minute Math Huddle, to align practices across grade levels.

Throughout the month of November, teachers will utilize early release Mondays for grade-level collaboration, curriculum and assessment planning, alignment on new curriculum implementations (*CA Math & You*, *Frog Street*), and completing the Weekly Pulse.

**Shout Outs:**

- **DES Teachers & Instructional Staff:** High praise to our faculty and staff for completing Trimester 1 Report Card Assessments and for scheduling Parent-Teacher Conferences for the week of November 9th–13th!
- **Student Council Leadership:** Special thanks to Katie Perkins and the DES Student Council for organizing our Red Ribbon Week school spirit dress-up days and leading the Spooky Gram sales!
- **Teacher Induction Mentors:** Thank you to our induction mentors, Lisa Atlas and Jona O'Shea, for all their great work supporting our Year 1 and Year 2 Teacher Induction candidates!
- **DELAC Hospitality:** A big thanks to Dayna Gibbs for cooking for our monthly DELAC meeting; it is making a wonderful difference in boosting attendance!

**Outreach to Parents/Community**: I will continue to update the DES website, as well as send important messages out via Parent Square.

I will also work closely with DES PTS Communications Chair, Nicole Dicharry, to get important information out to our families via social media.

We held our second School Site Council meeting on Wednesday, October 21st from 3:00-4:00PM. The council met and discussed Student Safety Protocols & Campus Logistics Proactive PBIS climate, California Threat Assessment guidelines, critical scenario responses, and campus perimeter updates. Our next meeting will be held on Wednesday, November 18, 2026 from 3:00-4:00PM in DES Room 2 and we will be discussing the 2026 DES CAASPP results.

**DELAC:** Our October monthly meeting was held on Thursday, October 15th at 6:00 PM in the DES MPR. We reviewed reclassification criteria, recognized students who have recently been reclassified, elected officer positions, planned for the Dia de Los Muertos Museum and Dia de Los Muertos potluck celebration.

Our November meeting will be held on Thursday, November 5th at 6:00 PM in DES Room 39 quad area. We will be having a Dia de Los Muertos celebration.

# DURHAM UNIFIED SCHOOL DISTRICT
## Board Meeting Date: 11-09-2026

| | |
|---|---|
| SUBJECT: DIS Principal Report | |
| | |
| PREPARER: Josh Rowe | |
| RECOMMENDATION: | ☐ Approve<br>☐ Do Not Approve<br>☐ Accept<br>☐ Discuss<br>☑ Information Only |

### October Student of the Month

Our October Student of the Month is Kiera Brazington. Mrs. Comer nominated her and had this to say. She, "...is a young lady who consistently demonstrates the DIS core values of Respect, Empathy, and Purpose (R.E.P.) in everything she does.

Her character is rooted in honor and integrity. She holds herself and those around her to high standards and naturally steps up to support the well-being and safety of her peers. Whether standing alongside a classmate who needs support or helping ensure our school remains a safe and positive place, she leads by example and strives to do what is right.

She also demonstrates a strong sense of purpose through her hard work in the classroom and her willingness to help others. Her empathy, leadership, and unwavering integrity make Durham Intermediate a brighter and more welcoming place for everyone."

Congratulations, Kiera Brazington, our October Student of the Month!



## The Great ShakeOut

Our 6th-grade team partnered with Chico State to participate in the Great ShakeOut. Students learned about seismic events, including how and why earthquakes occur and the effects they can have on structures and communities.

As part of this hands-on learning experience, students designed and built towers using popsicle sticks and then on October 30th they tested their structures to see how much weight they could hold while being shaken. It was a great opportunity for students to combine science, engineering, creativity, and problem-solving in an engaging activity.

Our students had a great time, and we appreciate Chico State for being such a valuable partner in providing this learning experience.

## Pumpkin Drop

Our 8th-grade students visited Chico State to attend the Society of Physics Students' annual Pumpkin Drop from Butte Hall. Students had the opportunity to see physics in action as pumpkins were dropped from the building as part of this annual Chico State tradition.

While on campus, our students also toured different areas of the university and learned more about the programs and opportunities Chico State has to offer. Experiences like this give our students an early opportunity to explore a college campus and begin thinking about what life after high school might look like.

## Red Ribbon Week

Our DIS Leadership students did a great job promoting Red Ribbon Week and this year's theme, "Make a Difference, Be a Hero, Stay Drug Free."

Throughout the week, Leadership organized spirit days, a door-decorating contest, and other activities to encourage student participation. The week also included a Red Ribbon Week assembly presented by Butte County Behavioral Health, providing our students with an important message about making healthy choices and remaining drug-free.

## DIS Athletics

Girls basketball has opened the season with a bang! Our 7th- and 8th-grade teams recently competed in the Willows tournament, where both teams put together outstanding performances and brought home first-place finishes.

DIS Cross Country finished out the year with three podium finishers, Ben Webb 7th Grade finished in 2nd place for 7th grade boys finishing the 1.5 mile course in 8:36, Zach Walker finished the 1.5 mile course in 9:44.6 for 6th grade boys and Teegan Poyner finished 3rd place for 8th grade girls with a time of 10:01.5

We are proud of the way our student-athletes represented Durham Intermediate and look forward to watching them continue their seasons.

## PBIS Rewards

We continue to reinforce our Panther expectations and DIS core values through our PBIS program and the use of Panther Bucks. So far this school year, students have spent 644 Panther Bucks at the Panther Store.

The Panther Store provides students with an opportunity to be recognized and rewarded for demonstrating positive behaviors throughout the school day. We are especially grateful for the volunteers who have stepped up to help staff the store and make this program possible for our students.

## California League of Middle Schools — Leaders to Watch

I was absent from the last Board meeting because I was in Orange County completing the California League of Middle Schools (CLMS) Leaders to Watch Program. Over the course of the past year, I had the opportunity to work alongside middle school leaders from across California, sharing ideas and learning from one another as we worked to strengthen our leadership practices.

The program concluded with each participant presenting a capstone project. My presentation focused on collaborative leadership and the importance of creating structures that allow staff to have a meaningful voice in the work of a school. Following my presentation, I was honored to receive the CLMS Leaders to Watch designation.

I am grateful for the support Durham Unified School District has provided me in continuing to grow professionally. The opportunity to learn alongside other educational leaders throughout the state has been invaluable and has helped refine and improve the good work we are doing at DIS.

## Enrollment

As of the writing of this report, Durham Intermediate School's enrollment is 242 students.

# DURHAM UNIFIED SCHOOL DISTRICT
## Board Meeting Date: 11-09-2026

| | |
|---|---|
| SUBJECT: DHS Principal Report | |
| | |
| PREPARER: Marty Wilkes | |
| RECOMMENDATION: | ☐ Approve<br>☐ Do Not Approve<br>☐ Accept<br>☐ Discuss<br>☑ Information Only |

**Student of the Month:**
November Student of the month is Ashley Spence. Ashley has a 4.25 GPA and is taking three college classes this school year. Currently she has Advanced Ag Science and Physics. Ashley also plays on the tennis team and plays centerfield on the softball team. Ms. Spence is the ASB president and the FFA president. Ashley is applying to UC San Diego, University of Nevada Reno, UCLA and would like to major in nursing.

**Shout Outs/Events:**
Thirteen Durham FFA students traveled to Indianapolis, Indiana, to attend the 99th Annual National FFA Convention & Expo. This experience provided valuable opportunities for students to explore agricultural industries and careers, develop leadership skills, and connect with FFA members from across the country.
Throughout the trip, students participated in a variety of educational tours, including Churchill Downs, Louisville Slugger, a chocolate factory, Tuttle Orchards, and the Indianapolis Motor Speedway. Students also attended convention sessions and leadership workshops, where they exchanged ideas about agriculture in their respective states and heard inspiring retiring addresses from the National FFA Officers.
A highlight of the trip was celebrating Ryley Vanella as he earned his American FFA Degree. Fewer than one percent of FFA members achieve this prestigious honor, which is the highest degree awarded by the National FFA Organization.
Experiences like these allow students to see firsthand the many opportunities available in agriculture while building confidence, leadership, and connections that will benefit them well beyond the classroom.

**From the Office / Events:**
10/29 Junior Parent Night
11/11 No School. Veterans Day
11/13 Butte Law and Fire Academies Tour
11/17 Butte Application Workshop
**11/30 UC & CSU applications are due**
12/3-5 Herb Jergentz Boys Basketball Invitational
12/1 UC College Applications are due

12/7 Winter Band Performance
12/10-12 Girls Home Basketball Invitational

**Enrollment:** 9th = 83 10th = 87 11th = 81 12th = 76 TOTAL= 327

# DURHAM UNIFIED SCHOOL DISTRICT
## Board Meeting Date: 11-09-2026

| | |
|---|---|
| SUBJECT: Student Services & Support Report | |
| | |
| PREPARER: Marilyn Bertolucci | |
| RECOMMENDATION: | ☐ Approve<br>☐ Do Not Approve<br>☐ Accept<br>☐ Discuss<br>☑ Information Only |

Special Education Services

- DUSD is currently providing services for 102 IEPs
    - 6 pending assessments to determine eligibility for services
- There are 14 students currently served by another district, program or BCOE
- We have partnered with the Diagnostic Center North and we have completed four sessions with the team.
- The director attended the SELPA Governing Board and Directors Council.
- Psychologist Team attended the F3 Law Training
- Continue the CIM Plan next phase is due 11/13/2026

Student Services

- Health And Wellness Team meetings each Thursday
- Meeting with the NVIHS Team went well and we continue to investigate the possibility of working together to provide increased counseling services.
    - Next Steps: Attend Health & Wellness and Admin Meeting

# DURHAM UNIFIED SCHOOL DISTRICT

**Board Meeting Date: 11-09-2026**

| | |
|---|---|
| SUBJECT: MOT Report | |
| | |
| PREPARER: Eric Kolstad | |
| RECOMMENDATION: | ☐ Approve<br>☐ Do Not Approve<br>☐ Accept<br>☐ Discuss<br>☑ Information Only |

Background:

MOT continues to address the issues on Bus 5, while we are also working toward purchasing a new mower for the grounds department and obtaining a quote for the replacement of the Massey tractor. Our new Utility Person/Bus Driver, Cody, has successfully passed his DMV bus test and is now moving on to the CHP testing portion of the process.

As we enter the time of year when seasonal illnesses become more common, finding substitute employees to cover absences has become increasingly challenging. This is especially difficult when scheduled events and activities are taking place, as maintaining adequate staffing is important to keeping operations running smoothly. We are also hoping to have the parking lots painted during upcoming holiday breaks to minimize disruption to daily activities.

# DURHAM UNIFIED SCHOOL DISTRICT

9420 Putney Drive, Durham, CA 95938

## Regular Session Governing Board Meeting Agenda

Wednesday, October 21, 2026

Durham Unified School District Board Room

**Closed Session 6:00pm ~ 6:30 pm Open Session**

**Or**

**Join Zoom Meeting**

https://durhamunified.zoom.us/j/84482077735?pwd=PlKp08gzF6lk6lV9MmNgidb4PN8Y6W.1

Passcode: durham

+1 669 900 6833 Webinar ID: 844 8207 7735

Passcode: 5rBBtJ

### *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 21, 2026.

Trustees Present: Ed McLaughlin, Jennie DuBose, Buzz Landon, Andrew Sohnrey, and Garrett Meyer

Administration Present: John Bohannon, Superintendent; Jess Knox, Chief Business Officer; Chloe Bartel, Human Resources/Executive Assistant; Samantha Brown, DES Principal; Marty Wilkes, DHS Principal; Marilyn Bertolucci, Director of Student Supports and Eric Kolstad, MOT Manager.

**A. Call to Order**

President Buzz Landon called the meeting to order at 6:00 p.m. in the Durham Unified School District Board Room.

**B. Moved to Closed Session:** 6:01 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 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: Superintendent (Government Code 54957)*
5. *Public employee appointment / employment: (Government Code 54957)*
6. *Pending Litigation: (Government Code: 54956.9 (d) (l)*

**D. Returned to Open Session:** 6:31 p.m.

**E. Pledge of Allegiance:** Andrew Sohnrey

**F. Report of Action Taken in Closed Session:** The Board approved to enter in Social Media Litigation Class Action Lawsuit with a vote 4/1 with Trustee Dubose voting no.

**G. Change to the Agenda:** Yes, moved the discussion of the Solar Performance and Energy Strategy item to the first item on the agenda.

4. ***Discussion/Action:*** Discussion of Solar Performance and Energy Strategy Review.

Nate from Green Edge Energy gave a presentation on our solar performance, energy strategy review, and option to help improve our usage.

No action was taken on this first reading of policy updates.

**H. Items From the Public:** None

**I. District Reports:**

**DUTA:**

Heidi Carrillo, DUTA president, shared that the DUTA Executive Board met last week, and there will be no general meeting this week. The DUTA social is scheduled for Friday, and teachers from DIS and DHS will meet next week to discuss aligning schedules between the two schools.

At DHS, Homecoming was a tremendous success, with increased participation across all grade levels and enthusiastic involvement from students, staff, and parents. Planning is underway for next week's Halloween costume events. Teachers also responded positively to the MAP training, particularly the in-depth analysis of test scores and its value in informing instructional planning and teaching practices.

At DIS, teachers appreciated the public communication clarifying appropriate procedures for scheduling meetings with faculty. The Jog-a-thon was also a success, and the rally and gift giveaway are scheduled for this Friday. Upcoming activities include Red Ribbon Week and a door-decorating contest. Additionally, DES reported that last Friday's BMX assembly was well received by students. The student council is also selling Spookygrams, with students demonstrating responsibility and enthusiasm in organizing and participating in the fundraiser.

Finally, DUTA continues its outreach to fellow educators and the broader community regarding Proposition 3, emphasizing the importance of voter participation and the potential implications for future funding for school districts throughout California. DUTA encourages continued community engagement and awareness as the election approaches.

**Durham Elementary School: Samantha Brown, Principal:**

**Enrollment:** 509 students (with 2 new students enrolling this week in TK and Kindergarten bringing us back up to 511)

**Events/Happenings:** October is proving to be an exceptionally active and well-rounded month at Durham Elementary School, anchored by strong academic collaboration, rich hands-on learning, and vibrant school culture. Teachers have already kicked off the month with meaningful professional development, including today's minimum day training on NWEA MAP assessments, early oral language screeners, and early learning scope alignment, while students have already enjoyed hands-on learning during Fire Safety Week, Art Docent Chalk Day, and a 2nd-grade field trip to the Feather River Fish Hatchery. Our campus safety and culture resets are already well underway with updated playground and cafeteria routines, alongside our successful Surprise Attendance Day.

Looking ahead to the remainder of the month, our school community has much more to look forward to! Upcoming highlights include field trips for our DHH, TK, and Kindergarten students, essential safety benchmarks like the Great American Shakeout drill, and our high-energy BMX assembly. We will close out October with strong parent and community engagement through upcoming DELAC, School Site Council, PTS, and DUSD Board meetings, as well as the DUSD Gala, our 30-Minute Math Huddle, and a fun-filled Red Ribbon Week.

**Key Events: October 2026**

Week 1: October 1 – October 4

- Oct 2: School Custodian Appreciation Day; 2nd Grade Field Trip to Feather River Fish Hatchery; 4th & 5th Grade Agribee Finalists (MPR)

Week 2: October 5 – October 11 (Fire Safety Week)

- Oct 6: Tiger Gear Tuesday; Reading Pals; October Staff Meeting (MPR)
- Oct 7: Surprise Attendance Day; DES Walk and Squack
- Oct 8: Reading Pals
- Oct 9: DES Art Docent Chalk Day ("Under the Reef"); 5th Grade Human Growth & Development

Week 3: October 12 – October 18 (National School Lunch Week)

- Oct 12: Minimum Release Day; Sunshine Staff Potluck; Teacher PD on NWEA MAP (DHS Library), TK/K Scope & Sequence, and OxEd/NELI Language Intervention
- Oct 13: Tiger Gear Tuesday; DHH Field Trip to TJ Farms; Reading Pals
- Oct 14: Kindergarten Vision & Hearing Testing; DUSD Picture Retake Day; DES Walk and Squack
- Oct 15: Reading Pals; 30-Minute Math Huddle; DELAC Meeting (MPR)
- Oct 16: National Boss's Day; Great American Shakeout Safety Drill; TK Field Trip to Patrick's Ranch Pumpkin Patch; DHH Adaptive PE Day at CSU Chico; BMX Assembly (2nd–5th Playground)

Week 4: October 19 – October 25 (National School Bus Safety Week / Assessment Week)

- Oct 19: NO SCHOOL — Fall Three-Day Weekend
- Oct 20: Tiger Gear Tuesday; DES PTS Meeting; Reading Pals; Probationary Teacher's Meeting; Durham Rotary Club Meeting
- Oct 21: 1st Grade Color & Vision Screening; DES Walk and Squack; School Site Council Meeting; DUSD Board Meeting
- Oct 22: Reading Pals; Popsicles with the Principal; 30-Minute Math Huddle
- Oct 23: Kindergarten Field Trip to Book Family Farms Pumpkin Patch
- Oct 24: DUSD GALA Fundraiser at Durham Memorial Hall

Week 5: October 26 – October 31 (Red Ribbon Week)

- Oct 26: *Theme: Wear a Jersey/Team Shirt*; DES Student Council Meeting; Early Release Grade-Level Collaboration (Report Cards & Conferences)
- Oct 27: World Occupational Therapy Day; *Theme: Wear Red*; Reading Pals; PBIS Leadership Meeting
- Oct 28: *Theme: Wear Neon*; DES Walk and Squack
- Oct 29: *Theme: Twin/Matching Outfits*; Admin Meeting at District Office; Reading Pals; DUTA Negotiations; Spooky Grams Delivered
- Oct 30: *Theme: Halloween Costumes*; TK & Kindergarten Trick-or-Treating Outings

**Staff Meeting/Grade Level Collaboration:** On Tuesday, October 6th, we held our October Staff Meeting in the DES MPR from 3:00–4:30 PM, which focused on the following key topics:

- **Campus Safety & Lunch Reset:** Restructured cafeteria schedules and assigned class tables to cut down on noise and manage student supervision. Updated playground safety rules (seated snacks, freeze-at-the-whistle) and reinforced dismissal procedures and cell phone rules.
- **PBIS & Behavior Trends:** Refocused "Tiger Bucks" on specific grade-level habits and reviewed fall discipline data to reward positive behavior and reduce classroom disruptions.
- **Literacy & Early Intervention:** Shared our new oral language action plan using the OxEd Screener and NELI intervention program to build foundational listening and reading skills.
- **Math & Homework Policies:** Prioritized math fact fluency across grade levels, scheduled cross-grade math collaboration, and reaffirmed our 10-minute-per-grade homework limit.

During the October 12th Minimum Day Release Professional Development, faculty engaged in targeted learning tailored to their specific grade levels and subject areas:

- **1st–5th Grade Teachers (NWEA MAP Training):** Teachers met at the DHS Library from 1:30 PM to 4:30 PM for Part 1 of their NWEA MAP professional development to dive into student assessment data, progress monitoring, and instructional pacing.
- **TK & Kindergarten Teachers (Early Learning Scope & Language Interventions):** Early childhood educators collaborated on campus from 1:00 PM to 3:00 PM to align their early learning sequences, focusing on the *Frog Street* curriculum for TK and the *CA Math & You* scope for Kindergarten, and completed an introductory training on the OxEd Language Screener and NELI oral language intervention curriculum with Heather McCune and Kacy Adkins.
- **CA Math & You Office Hours:** Teachers were provided dedicated office hours with curriculum trainer Jelina Sheppard to ask questions and receive support regarding math implementation and instructional tools. 3rd grade teacher, Megan Renner, attended briefly to ask questions about 3rd grade math homework, as did our three 5th grade teachers who had questions about testing, the way student answers were being marked, and inconsistencies in the online platform.
- **Specialists:** Specialist teachers remained on campus from 1:00 PM to 3:00 PM to update their learning sequences.

Throughout the rest of October, teachers will utilize early release Mondays for grade-level collaboration, alignment on new curriculum implementations (*CA Math & You, Frog Street*), completing the Weekly Pulse, reviewing report card assessments and working on Trimester 1 Aeries standards-based report cards.

**Shout Outs:**

- **DES Art Docents & Volunteer Parents:** A huge shout-out to our dedicated Art Docent parent team for organizing and hosting our annual Chalk Day! This year's "Under the Reef" theme brought incredible color, creativity, and joy to our entire campus.
- **DES Teachers & Instructional Staff:** High praise to our faculty for their active participation and leadership during our minimum day PD, launching our OxEd oral language screeners, and implementing our new cafeteria and playground safety routines.
- **Assembly & Event Organizers:** Special thanks to Katie Perkins for organizing our upcoming BMX Assembly and to our administrative staff for launching our highly successful Surprise Attendance Day!

**Outreach to Parents/Community**: I will continue to update the DES website, as well as send important messages out via Parent Square.

I will also work closely with DES PTS Communications Chair, Nicole Dicharry, to get important information out to our families via social media.

We held our first School Site Council meeting on Wednesday, September 23rd from 3:00-4:00PM. We welcomed our new council members: Jessica Dean (certificated staff), and three new parents: Rebecca

Bradley, Daniel Hi-Bridger, and Ashley Oldenburg. We went through our annual School Site Council Training and discussed topics that they would like to know more about throughout the school year. Our next meeting will be held on Wednesday, October 21st from 3:00-4:00PM in DES Room 2.

**DELAC:** Our October monthly meeting is scheduled for Thursday, October 15th at 6:00 PM in the DES MPR. We will be reviewing reclassification criteria, recognizing students who have recently been reclassified, electing officer positions, planning for the Dia de Los Muertos Museum and Dia de Los Muertos potluck celebration.

Our November meeting will be held on Thursday, October 5th at 6:00 PM in DES Room 39 quad area.

**Durham Intermediate School: Josh Rowe, Principal:**

**Jog-A-Thon**

We will be holding our Great Gift Giveaway on Friday October 23rd, this is the culminating event of our annual Jog-A-Thon fundraiser. This year, our students raised over $21,000 to support DIS-sponsored activities, including Shady Creek. We are incredibly thankful for the support of our community, whether they gave directly to a student, donated to the fundraiser, or provided prizes for our students. The continued support of our community makes these opportunities possible.

**NWEA MAP Training**

On Monday, October 12, DIS teachers joined staff from DHS and DES for professional development focused on diving deeper into the data provided by our NWEA MAP assessments. Our goal is to make MAP more than simply an assessment we give three times a year. Teachers are learning how to analyze student performance data, identify areas of need and growth, and use that information to better inform instruction and support student learning.

**Perfect Attendance Weekly Raffle**

We continue to look for ways to improve student attendance and reinforce the importance of being at school every day and on time. One way we are doing this is through our Weekly Perfect Attendance Raffle.

Perfect means perfect—no tardies and no absences of any kind for the entire week. We intentionally chose a one-week window because even students who have struggled with attendance in the past can achieve five days of perfect attendance and have an opportunity to be recognized.

These incentives are possible because of generous donations from Main Street Donuts and Chick-fil-A. Each week, one student wins a free donut from Main Street Donuts and another receives a Chick-fil-A gift card.

**Clubs**

New to DIS this past month are our Dungeons & Dragons Club and Yo-Yo Club. Each club regularly brings in more than 20 students at its meetings.

One of the best things we have seen is how these clubs are helping break down social barriers. Students who might not normally interact with one another are sitting together, talking, laughing, and having fun around a shared interest. These clubs are another great way for students to find a place where they feel connected to our school.

## DIS Athletics

Cross Country is entering the final stretch of its season, with the championship race scheduled for October 22. We are proud of the work our runners have put in throughout the season and look forward to seeing them finish strong.

Girls Basketball begins October 19, and we are excited to see our Lady Panthers back in action. We look forward to watching them compete and seeing all they accomplish this season.

## PBIS Rewards

We continue to reinforce our PBIS behavior expectations by recognizing students with Panther Bucks when we see them demonstrating Respect, Empathy, and Purpose (REP).

The goal is simple: intentionally recognize and reinforce the behaviors we want to see rather than relying solely on addressing behaviors we do not want to see.

So far this school year, students have spent 443 Panther Bucks. We have also adjusted our Panther Store this year. Rather than being open every day, the store is now open on Fridays, giving students something to look forward to at the end of each week.

## September Student of the Month

For the month of September, Mrs. Lash nominated Leah Sherod as our DIS Student of the Month.

Mrs. Lash had this to say about Leah:

> "She stands out as a student to me because of her genuine kindness to students and staff. She has a unique ability to keep a positive attitude even while facing challenges. I'm excited every day that Leah walks through the door because I know she will apply 100% of herself. She brings a fun, easy-going attitude that can brighten anyone's day."

Congratulations, Leah, on being named the DIS Student of the Month for September!



## Enrollment

As of the writing of this report, Durham Intermediate School's enrollment stands at 241 students.

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

**Student of the Month:**

October's student of the Month is Landon Salindong. Landon has a 4.25 GPA and is a three-time Master Wrestling Champion and finished in the top 12 at the state championships last year. Landon is captain of this year's wrestling team. Landon will be looking to wrestle in college and is looking at several colleges including Grand View, Franklin and Marshall, Northern State, and Cal Poly. Landon will be majoring in Biology or Bio Chem in preparation for medical school. He is currently taking Physics, SOU English, SOU Government, Calculus, and Butte Spanish 3.

**Shout Outs/Events:**

Thank you, Mrs. Spade and Mrs. Ladd, we had 100ish participants at Senior Parent Night. The counseling team updated parents on a wide range of senior topics such as UC and CSU application deadlines and Federal Financial Aid Requirements and senior activities.

**From the Office / Events:**

10/15 SAT/PSAT
10/19 No School
10/19-23 FFA National Convention
10/20 College Application Help during lunch
10/20 VB vs Colusa
10/22 VB at East Nicolaus
10/23 FB at Pierce
10/27 College Application Help during lunch
10/28 FFA Meeting
10/29 Junior Parent Night
10/30 FB vs Winters
11/6 FB at Willows
11/11 Veterans Day/108 Anniversary of the end of WWI

**Enrollment:** 9th = 83 10th = 87 11th = 80 $12^{th}$ = 76 TOTAL= 326

**Director of Student Services: Marilyn Bertolucci:**

**Special Education Services**

- DUSD is currently providing services for 102 IEPs
  - 7 pending assessments to determine eligibility for services
- There are 14 students currently served by another district, program or BCOE
- Compliance and Improvement Monitoring (CIM) Update
  - 10/9/2026
    - Step 2 has completed by the DUSD Team with SELPA support
  - 10/13/2026
    - Student level records review compliance correction completed
    - Policy level compliance correction completed
- We have partnered with the Diagnostic Center North and will begin year long professional development for paraprofessionals on 10/20/2026. The sessions will be a combination of large group information sessions and 1:1 coaching in the classroom setting.

**Student Services**

- DUSD is currently supporting 34 students with 504 Accommodation Plans.
- Weekly Health and Wellness Team meetings continue this year. Current focus is improving student attendance and determining how to support students who are already on the path to the chronic absenteeism threshold.
- Exploring a partnership with Northern Valley Indian Health (NVIH). Services may include mental health screening, individual and family therapy, skill-building groups, crisis intervention for enrolled students, and close coordination with school staff and families.

- Continuing to work on The Children and Youth Behavioral Health Initiative (CYBHI).
    - Parent consent was part of data confirmation and providers are starting to bill for services. Services that DUSD provides are counseling and guidance at this time.
        - Long term goal to expand to Wellness Coaches using current staff members.

**MOT Manager, Eric Kolstad:**
**Background:**

All electric buses are currently operational, while one diesel bus is out of service. Sports and field trips continue to utilize all available vans on a daily basis. Based on the current demand, acquiring one or two additional vans would help meet scheduling needs and provide greater flexibility. Transportation operations are running smoothly under Bill's leadership as Dispatcher.

The Maintenance Department continues to do its best to keep up with the needs of the schools while also making progress on ongoing projects. The Grounds Department is currently down one mower. After approximately a month, we have received an estimate for repairs, which is about half the cost of purchasing a new mower. The larger mower has also experienced several issues over the past few weeks. We would still like to get the Massey tractor operational so it can serve as a backup and provide additional support for groundskeeping needs.

**Superintendent, John Bohannon:**
Superintendent Bohannon provided a brief update on the fencing project at DES before proceeding with a presentation on the 2026 California School Dashboard.

## J. Items from the Board:

Trustee Sohnrey expressed concern regarding student behavior in the residential area near Teal Lane during Friday night football games. Students have reportedly been running through the neighborhood, engaging in doorbell ditching, and taking items from residents' yards. Staff have had to intervene during several games to redirect students back to the stadium area. Closing the gates near the track has helped reduce the number of students leaving the stadium; however, concerns persist. The Board discussed the need for additional measures to address the issue, including reviewing gate access while ensuring emergency access for first responders.

Trustee McLaughlin suggested working with the community to explore cost-effective options for improving parking near the baseball fields. He noted that the adjacent dirt area is underutilized and generates dust that affects the solar panels. Adding gravel and utilizing the north gate for parking could help reduce the need for vehicles to park on the softball fields, where wet conditions can cause ruts and damage. This is particularly important during large events, such as junior football games, which draw significant attendance. He emphasized the need to identify a practical solution while considering available funding.

## K. Consent Agenda:

Trustee McLaughlin made a motion to approve the consent agenda including the addendum consent item, approval of the Social Media Litigation between Keller Rohrback L.L.P and DUSD.

Motion: Trustee McLaughlin Second: Trustee Sohnrey Vote: 5/0

## L. Informational Items:

1. Quarterly Report on Williams Uniform Complaint (Ed.Code§ 35186(d))

## M. Discussion Action Items:

1. ***Discussion/Action:*** Discussion and approval of the DES Verkada Phase 2 Additional Cameras.

After some explanation and discussion these items were approved.

Motion: Trustee DuBose Second: Trustee Meyer Vote: 5/0

2. ***Discussion/Action:*** Discussion and approval of the Nonpublic, Nonsectarian School/Agency Services - Master Contract with Rising Star SpEd Academy 2026-2027.

After some explanation and discussion these items were approved.

Motion: Trustee DuBose Second: Trustee Sohnrey Vote: 5/0

3. ***Discussion/Action:*** Discussion and approval of Appointments to the Durham Unified School District Board.

After some explanation and discussion these items were approved. Trustee Landon and DuBose abstained from voting.

Motion: Trustee Meyer Second: Trustee Sohnrey Vote: 3/0/2

5. ***Discussion/Action:*** Discussion First Reading of August 2026 Board Policy Updates. (Supporting materials are available for review at the District office or www.durhamunified.org).

No action was taken on this first reading of policy updates.

**Addendum #1:**

**Consent Agenda:** Approval of the New Signage at DES.

Trustee McLaughlin made a motion to approve the Addendum #1 consent agenda item.

Motion: Trustee Sohnrey Second: Trustee McLaughlin Vote: 5/0

**Discussion/Action Item:**

***Discussion/Action:*** Discussion and approval of the Date Change for the December Board Meeting.

After some discussion the December Board Meeting date was changed to Wednesday, December 16th, 2026.

Motion: Trustee McLaughlin Second: Trustee Sohnrey Vote: 5/0

In addition the Board decided to change the November Board Meeting. After some discussion the November Board Meeting date was changed to Monday, November 9th, 2026.

Motion: Trustee Sohnrey Second: Trustee DuBose Vote: 5/0

**N. Next Board Meeting Date:** Monday, November 9, 2026

**O. Adjournment:** The meeting adjourned at 7:57 p.m.

# DURHAM UNIFIED SCHOOL DISTRICT
## Board Meeting Date: 11-09-2026

| | |
|---|---|
| SUBJECT: Approval of the Accounts Payable for October 2026 | |
| | |
| PREPARER: Jess Knox, CBO | |
| RECOMMENDATION: | ☑ Approve<br>☐ Do Not Approve<br>☐ Accept<br>☐ Discuss<br>☐ Information Only |

Background:

Approval of accounts payable for the month of October 2026.

## Checks Dated 10/01/2026 through 10/31/2026

| Check Number | Check Date | Pay to the Order of | Fund-Object | Comment | Expensed Amount | Check Amount |
|---|---|---|---|---|---|---|
| 3005-366819 | 10/08/2026 | Brunelle, Lesleigh L | 01-4300 | Classroom Supplies | | 96.16 |
| 3005-366820 | 10/08/2026 | Halley, Cassandra D | 01-4300 | Attendance Trophy | | 34.92 |
| 3005-366821 | 10/08/2026 | Vital-Gonzalez, Carmina | 01-5200 | NASP Flight Ticket | 403.19 | |
| | | | 01-5800 | PD | 70.00 | 473.19 |
| 3005-366822 | 10/08/2026 | Alaways, Morgan A | 01-4300 | Classroom Supplies | | 851.26 |
| 3005-366823 | 10/08/2026 | Amazon Capital Services | 01-4300 | 26/27 District Supplies | 313.55 | |
| | | | | 26/27 Health Office Supplies | 223.71 | |
| | | | | 26/27 MOT Supplies | 1,086.97 | |
| | | | | calculators for Mr. Richards | 254.70 | |
| | | | | classroom supplies for Comer | 37.28 | |
| | | | | classroom supplies for Mrs. Noble | 131.37 | |
| | | | | Deaton | 108.81 | |
| | | | | DHS ASB | 20.56 | |
| | | | | DHS ASB GENERAL | 58.00 | |
| | | | | Eaton | 26.68 | |
| | | | | Game theory supplies | 689.33 | |
| | | | | Hanging file folders | 45.06 | |
| | | | | Hanging file folders for office | 47.83 | |
| | | | | misc. office supplies for DIS | 29.72 | |
| | | | | Office supply | 34.34 | |
| | | | | Science Dept | 226.83 | |
| | | | | wireless mice for Mrs. Lash's class | 42.75 | |
| | | | 13-4300 | Food Service Supplies | 628.38 | 4,005.87 |
| 3005-366824 | 10/08/2026 | CATA | 01-5300 | Anyssa Trujillo Membership Renewal | | 140.00 |
| 3005-366825 | 10/08/2026 | CDW-G | 01-5800 | Adobe Creative Cloud Licensing 26/27 | 3,280.00 | |
| | | | 01-5900 | Google Voice | 165.37 | 3,445.37 |
| 3005-366826 | 10/08/2026 | Center for Land-Based Learning | 01-5800 | 2026 North State FARMS Program | | 700.00 |
| 3005-366827 | 10/08/2026 | DANS ELECTRICAL SUPPLY COMPANY | 01-4300 | Maintenance | | 416.50 |
| 3005-366828 | 10/08/2026 | DURHAM AUTO PARTS | 01-4300 | Maintenance | | 42.20 |
| 3005-366829 | 10/08/2026 | DURHAM IRRIGATION DISTRICT | 01-5800 | Concession Stand | 172.53 | |
| | | | | Putney & Goodspeed | 403.75 | 576.28 |
| 3005-366830 | 10/08/2026 | e3 HCI Audiometrics | 01-5800 | Service Auditometry Device/Calibration | | 200.00 |
| 3005-366831 | 10/08/2026 | Global Office Inc | 01-5600 | 26/27 District Printer Use | | 493.20 |
| 3005-366832 | 10/08/2026 | Holt Of California | 01-5600 | Forklift Repair | | 5,432.63 |
| 3005-366833 | 10/08/2026 | Jessee Heating & AC | 01-5800 | Service Call | | 129.00 |
| 3005-366834 | 10/08/2026 | JW PEPPER & SON INC | 01-4300 | Band Supplies - Sheet Music | | 50.00 |
| 3005-366835 | 10/08/2026 | King Consulting | 01-5800 | CTE Facilities Program Consulting 26/27 | 1,181.25 | |

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.

**Checks Dated 10/01/2026 through 10/31/2026**

| Check Number | Check Date | Pay to the Order of | Fund-Object | Comment | Expensed Amount | Check Amount |
|---|---|---|---|---|---|---|
| 3005-366835 | 10/08/2026 | King Consulting | 24-6250 | 26/27 Consulting | 3,093.75 | 4,275.00 |
| 3005-366836 | 10/08/2026 | MJB WELDING SUPPLY INC | 01-4300 | 26/27 Welding Supplies | 1,782.13 | |
| | | | | Cylinder Rental | 79.20 | 1,861.33 |
| **3005-366837** | **10/08/2026** | **National Association for Music Education** | **01-5300** | **M. Plummer Membership Renewal** | | **160.00** |
| 3005-366838 | 10/08/2026 | NICHOLS MELBURG ROSSETTO | 23-5800 | DES TK/K Complex | | 13,100.00 |
| 3005-366839 | 10/08/2026 | Heritage Landscape Supply Grou p | 01-4300 | 26/27 Grounds Equipment | | 218.95 |
| 3005-366840 | 10/08/2026 | NORTHGATE PETROLEUM CO | 01-4340 | 26/27 Fuel for MOT | | 10,180.27 |
| **3005-366841** | **10/08/2026** | **OFFICE DEPOT** | **01-4300** | **DHS Paper** | **1,948.50** | |
| | | | | pallet of copy paper | 1,948.50 | 3,897.00 |
| 3005-366842 | 10/08/2026 | Pace Supply Corp. | 01-4300 | Maintenance | | 333.29 |
| 3005-366843 | 10/08/2026 | Pedro Castro | 01-5800 | Stump Grinding | | 650.00 |
| **3005-366844** | **10/08/2026** | **RISING STAR SPED ACADEMY** | **01-5100** | **I. Phillips** | | **14,363.53** |
| 3005-366845 | 10/08/2026 | SCHOLASTIC INC | 01-4300 | Scholastic Inc. Kinder | | 536.25 |
| 3005-366846 | 10/08/2026 | S.L.I.C. Co-Op New Haven USD | 13-5300 | 26/27 SLIC COOP Member Dues | | 450.00 |
| 3005-366847 | 10/08/2026 | TAHOE PURE WATER | 01-4300 | 26/27 Monthly Water Delivery | 62.65 | |
| | | | **01-5300** | **26/27 Monthly Water Delivery** | **27.00** | |
| | | | 01-5800 | 26/27 Monthly Water Delivery | 6.50 | 96.15 |
| 3005-366848 | 10/08/2026 | TOZIERS HARDWARE | 01-4300 | 26/27 Grounds, MOT, and Shop Supplies | | 198.09 |
| 3005-366849 | 10/08/2026 | Tyler Technologies, Inc | 01-5800 | Transportation | | 1,230.00 |
| **3005-366850** | **10/08/2026** | **TPx Communications** | **01-5900** | **District Monthly Phone Usage 26/27** | | **643.54** |
| 3005-366851 | 10/08/2026 | Z Enterprises | 01-5800 | Ice Machine/Freezer Service | 4,374.15 | |
| | | | 13-5800 | Ice Machine/Freezer Service | 335.00 | 4,709.15 |
| 3005-367447 | 10/15/2026 | Aidan Redding | 01-5200 | Psych Intern Mileage | | 132.70 |
| **3005-367448** | **10/15/2026** | **Judah Merrill** | **01-5200** | **Psych Intern Mileage** | | **113.54** |
| 3005-367449 | 10/15/2026 | Rowe, Joshua M | 01-4300 | PBIS Store Items | 131.70 | |
| | | | 01-5800 | Student of the Month lunch | 33.49 | 165.19 |
| 3005-367450 | 10/15/2026 | Juanarena, Jenna S | 01-4300 | PE Goggles | | 181.80 |
| **3005-367451** | **10/15/2026** | **Hernandez, Alejandro** | **01-4300** | **Drone** | | **452.30** |
| 3005-367452 | 10/15/2026 | Mackie, Nicole | 01-4300 | Lab Supplies | | 37.19 |
| 3005-367453 | 10/15/2026 | Dean, Jessica A | 01-4300 | Classroom Supplies | | 65.24 |
| 3005-367454 | 10/15/2026 | Sheppard, Nicole | 01-4300 | Assessment & Intrv. Supplies | 28.49 | |
| | | | **01-5200** | **Psych Intern Mileage** | **18.24** | **46.73** |
| 3005-367455 | 10/15/2026 | Amazon Capital Services | 01-4300 | 227.43 | 227.56 | |
| | | | | 236.62 | 250.68 | |
| | | | | 26/27 District Supplies | 797.35 | |
| | | | | **26/27 Health Office Supplies** | **104.28-** | |
| | | | | 26/27 MOT Supplies | 598.01 | |

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Checks Dated 10/01/2026 through 10/31/2026

| Check Number | Check Date | Pay to the Order of | Fund-Object | Comment | Expensed Amount | Check Amount |
|---|---|---|---|---|---|---|
| 3005-367455 | 10/15/2026 | Amazon Capital Services | | Art School Supply | 665.23 | |
| | | | | art supplies | 2,577.40 | |
| | | | | art supplies for McLean | 305.54 | |
| | | | | Buttitta classroom supplies | 258.12 | |
| | | | | Class supplies | 25.97 | |
| | | | | class supplies for McLean | 1,204.26 | |
| | | | | classroom supplies | 261.77 | |
| | | | | Classroom Supplies Kacy Adkins | 225.23 | |
| | | | | DES ASB | 612.35 | |
| | | | | DHS ASB | 537.19 | |
| | | | | DHS ASB HOMECOMING | 173.97 | |
| | | | | DHS MAth DEPT | 119.62 | |
| | | | | Evelyn Classroom supplies | 275.00 | |
| | | | | FFA | 63.60 | |
| | | | | File folder frame | 54.48 | |
| | | | | general school supplies | 130.98 | |
| | | | | Journal notebook Ruiz | 62.96 | |
| | | | | Label Printer tape Office | 32.12 | |
| | | | | Laminating role for Work room | 48.00 | |
| | | | | LIBRARY | 8.65 | |
| | | | | Math Dept | 42.84 | |
| | | | | office supplies | 220.93 | |
| | | | | paper for jog a thon/office supplies | 87.20 | |
| | | | | Science Dept | 25.98 | |
| | | | | Wireless Keyboard Mouse Combo & Batteries | 217.80 | |
| | | | 13-4300 | Food Service Supplies | 3,457.85 | |
| | | | 13-4700 | Food Service Supplies | 154.75 | 13,619.11 |
| 3005-367456 | 10/15/2026 | Brittany Allen | 01-5800 | ASL Elective Curr. | | 209.60 |
| 3005-367457 | 10/15/2026 | CLTA | 01-5200 | CLTA FLASH Workshop | | 420.00 |
| 3005-367458 | 10/15/2026 | D&D Learning Spaces | 01-4300 | DHS Room 109 Furniture | | 22,899.57 |
| 3005-367459 | 10/15/2026 | DURHAM REC & PARK DISTRICT | 01-5800 | After School Program 26/27 | 37,717.13 | |
| | | | 01-5853 | 26/27 LiveScan Services | 420.00 | 38,137.13 |
| 3005-367460 | 10/15/2026 | Enterprise Record | 01-5800 | Classified Adv. Notice of Vacancy | | 115.15 |
| 3005-367461 | 10/15/2026 | FAGEN FRIEDMAN & FULFROST LLP | 01-5200 | Fall 2026 SPED Symposium | | 145.00 |
| 3005-367462 | 10/15/2026 | GAGER DISTRIBUTING INC | 13-4300 | 26/27 Cafeteria Cleaning Supplies | | 821.24 |
| 3005-367463 | 10/15/2026 | Gold Star Foods | 13-4300 | 25/26 Cafeteria Food and Products | 2,317.73 | |
| | | | 13-4700 | 25/26 Cafeteria Food and Products | 37,512.07 | 39,829.80 |

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**Checks Dated 10/01/2026 through 10/31/2026**

| Check Number | Check Date | Pay to the Order of | Fund-Object | Comment | Expensed Amount | Check Amount |
|---|---|---|---|---|---|---|
| 3005-367464 | 10/15/2026 | MJB WELDING SUPPLY INC | 01-4300 | Powder Coat Material for Signage | | 1,017.38 |
| 3005-367465 | 10/15/2026 | NORCAL FOOD EQUIPMENT, INC | 13-6400 | Heated Cabinet | | 4,914.29 |
| 3005-367466 | 10/15/2026 | North State Screenprint & Athl | 01-4300 | 1st Grade Field Trip T-shirts | | 668.61 |
| **3005-367467** | **10/15/2026** | **OLD DURHAM WOOD** | **01-5800** | **Grounds** | | **31.20** |
| 3005-367468 | 10/15/2026 | PG&E | 01-5501 | PG&E Monthly EV | | 1,520.91 |
| 3005-367469 | 10/15/2026 | PRO PACIFIC FRESH | 13-4300 | 26/27 Cafeteria Food and Products | 724.87 | |
| | | | 13-4700 | 26/27 Cafeteria Food and Products | 21,512.31 | 22,237.18 |
| **3005-367470** | **10/15/2026** | **SIGLER PEST CONTROL INC** | **01-5800** | **26/27 Monthly Pest Control** | | **180.00** |
| 3005-367471 | 10/15/2026 | The Sherwin-Williams Co. | 01-4300 | Maintenance | | 218.46 |
| 3005-367472 | 10/15/2026 | WCP Solutions | 13-4300 | Food Service Supplies | | 627.62 |
| 3005-368480 | 10/27/2026 | Aidan Redding | 01-5200 | Psych Intern Mileage | | 117.95 |
| **3005-368481** | **10/27/2026** | **Juan Alvarado** | **01-5800** | **Unaccompanied youth, mileage** | | **839.00** |
| 3005-368482 | 10/27/2026 | Rachel Hockersmith | 01-5800 | IEP Transportation | | 558.18 |
| 3005-368483 | 10/27/2026 | Rachel Hockersmith | 01-5800 | IEP Transportation | | 620.20 |
| 3005-368484 | 10/27/2026 | Rowe, Joshua M | 01-4300 | Night - Vietnamese Version | | 26.00 |
| **3005-368485** | **10/27/2026** | **Lash, Casey L** | **01-4300** | **Earthquake Project Supplies** | | **76.73** |
| 3005-368486 | 10/27/2026 | McCune, Heather A | 01-4300 | Classroom Supplies | | 179.94 |
| 3005-368487 | 10/27/2026 | Ladd, Susan E | 01-4200 | Library Supplies | 19.04 | |
| | | | 01-4300 | Library Supplies | 166.64 | 185.68 |
| **3005-368488** | **10/27/2026** | **Withrow, Regan** | **01-4300** | **Classroom supplies** | | **361.28** |
| 3005-368489 | 10/27/2026 | Espinoza, Ayleen | 01-5200 | FCMAT ASB Workshop | | 159.50 |
| 3005-368490 | 10/27/2026 | Bartel, Chloe M | 01-5200 | Mileage Reimbursement | | 64.60 |
| 3005-368491 | 10/27/2026 | Trujillo, Anyssa | 01-5200 | CATA Conference | | 175.85 |
| **3005-368492** | **10/27/2026** | **Felix, Shanna** | **01-4300** | **DES bathroom cabinet** | | **64.94** |
| 3005-368493 | 10/27/2026 | Swager, Cody | 01-5800 | CDL Testing Fee | | 100.00 |
| 3005-368494 | 10/27/2026 | AB COMMUNICATIONS | 01-5900 | Monthly service charges 26/27 | | 209.00 |
| 3005-368495 | 10/27/2026 | Access Information Protected | 01-5800 | 26/27 Confidential Shredding Services | | 407.82 |
| **3005-368496** | **10/27/2026** | **APPLE STORE** | **01-4300** | **iPad for DES Room 15** | | **468.39** |
| 3005-368497 | 10/27/2026 | AT&T | 01-5900 | DUSD Internet Services BAN 9391007048 | | 157.99 |
| 3005-368498 | 10/27/2026 | CATA | 01-5300 | M. Kann Membership Renewal & Dues | | 230.00 |
| 3005-368499 | 10/27/2026 | CDW-G | 01-4400 | CISCO E-Rate | 13,931.78 | |
| | | | **01-5800** | **CISCO E-Rate** | **1,980.00** | **15,911.78** |
| 3005-368500 | 10/27/2026 | Chico Custom Tint | 01-4300 | DES Admin Office Winow Tint | | 1,160.00 |
| 3005-368501 | 10/27/2026 | CHRISTENSEN TELECOMMUNICATIONS | 01-5600 | 26/27 Phone Repairs | | 358.98 |
| 3005-368502 | 10/27/2026 | D&D Learning Spaces | 01-4400 | Admin File Cabinets & Shelf Storage | | 6,247.73 |
| **3005-368503** | **10/27/2026** | **DANS ELECTRICAL SUPPLY COMPANY** | **01-4300** | **Maintenance** | | **99.08** |
| 3005-368504 | 10/27/2026 | Great Escape Travel | 01-5200 | FFA National Convention Flights | | 5,501.55 |

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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.

**Checks Dated 10/01/2026 through 10/31/2026**

| Check Number | Check Date | Pay to the Order of | Fund-Object | Comment | Expensed Amount | Check Amount |
|---|---|---|---|---|---|---|
| 3005-368505 | 10/27/2026 | DEPARTMENT OF JUSTICE ACCOUNTING OFFICE/CASHIERING | 01-5853 | 26/27 Fingerprinting | | 448.00 |
| 3005-368506 | 10/27/2026 | DURHAM AUTO PARTS | 01-4300 | floor machine supplies | | 20.48 |
| 3005-368507 | 10/27/2026 | Fleet EForce Inc. | 01-5600 | EL1 & EL2 | | 2,009.82 |
| **3005-368508** | **10/27/2026** | **HOLT OF CALIFORNIA** | **01-5600** | **Forklift** | | **436.92** |
| 3005-368509 | 10/27/2026 | Idn - Wilco Inc. | 01-4300 | 26/27 Maint Supplies | | 1,139.87 |
| 3005-368510 | 10/27/2026 | INDUSTRIAL POWER PRODUCTS | 01-4300 | 26/27 Grounds Supplies | | 259.34 |
| 3005-368511 | 10/27/2026 | JC NELSON SUPPLY CO | 01-4300 | 26/27 Custodial Supplies | | 988.76 |
| **3005-368512** | **10/27/2026** | **JCO Engineering, Inc** | **01-5800** | **Stadium/Lunch Shelter General Contractor** | **20,573.57** | |
| | | | 13-5800 | Stadium/Lunch Shelter General Contractor | 5,413.39 | |
| | | | 24-6200 | Stadium/Lunch Shelter General Contractor | 3,991.96 | |
| | | | 25-5800 | Stadium/Lunch Shelter General Contractor | 38,112.53 | 68,091.45 |
| **3005-368513** | **10/27/2026** | **Jessee Heating & AC** | **01-4400** | **Blower Motor** | | **1,961.54** |
| 3005-368514 | 10/27/2026 | Johnny's Lock & Safe | 13-4300 | Warehouse Freezer Key Duplicates | | 21.80 |
| 3005-368515 | 10/27/2026 | LOZANO SMITH LLP | 01-5870 | 26/27 Legal Services | | 492.00 |
| 3005-368516 | 10/27/2026 | MAC Plumbing | 01-5600 | Backflow preventer DES kitchen | | 1,165.00 |
| **3005-368517** | **10/27/2026** | **MJB WELDING SUPPLY INC** | **01-4300** | **26/27 Welding Supplies** | | **1,928.50** |
| 3005-368518 | 10/27/2026 | North American Tech Services | 24-6271 | DES TK/K Modular Inspection | | 28,600.00 |
| 3005-368519 | 10/27/2026 | O REILLY AUTO PARTS | 01-4300 | 26/27 MOT Supplies | | 100.47 |
| 3005-368520 | 10/27/2026 | OFFICE DEPOT | 01-4300 | Printer and Copier paper | | 1,227.27 |
| **3005-368521** | **10/27/2026** | **PAPE KENWORTH** | **01-4300** | **26/27 TRANSPORT PARTS & SERVICES** | | **44.17** |
| 3005-368522 | 10/27/2026 | PG&E | 01-5501 | PG&E Monthly Electricity | | 4,247.21 |
| 3005-368523 | 10/27/2026 | Pocketalk, Inc. | 01-4300 | Pocketalk Translator | | 377.79 |
| 3005-368524 | 10/27/2026 | RECOLOGY BUTTE COLUSA COUNTIES | 01-5503 | 26/27 Monthly Trash Collection | | 2,545.84 |
| **3005-368525** | **10/27/2026** | **RENTAL GUYS CHICO** | **24-5800** | **20' Storage Box - Construction Stadium** | | **109.25** |
| 3005-368526 | 10/27/2026 | TAHOE PURE WATER | 01-4300 | 26/27 Monthly Water Delivery | 53.70 | |
| | | | 01-5800 | 26/27 Monthly Water Delivery | 9.50 | 63.20 |
| 3005-368527 | 10/27/2026 | Darin D. Silva | 01-4300 | TK T Shirt order | | 486.71 |
| **3005-368528** | **10/27/2026** | **United Building Contractors** | **23-6250** | **UBC Tk/K Project** | **297,364.43** | |
| | | | 24-6400 | UBC Tk/K Project | 1,652,540.12 | 1,949,904.55 |
| 3005-368529 | 10/27/2026 | Verdant Commercial Capital LLC | 01-5600 | District Printer Lease 26/27 | | 2,240.64 |
| 3005-368736 | 10/29/2026 | US BANK CORPORATE PAYMENT SYSTEM | 01-4300 | ASB Athletics | 354.28 | |
| | | | | **Chefstore - ASB Concessions** | **509.58** | |
| | | | | Costco - ASB Concessions | 623.73 | |
| | | | | Dollar Tree - FFA | 39.70 | |
| | | | | Hobby Lobby - FFA | 221.10 | |
| | | | | **Horticulture Order** | **463.22** | |

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.

**Checks Dated 10/01/2026 through 10/31/2026**

| Check Number | Check Date | Pay to the Order of | Fund-Object | Comment | Expensed Amount | Check Amount |
|---|---|---|---|---|---|---|
| 3005-368736 | 10/29/2026 | US BANK CORPORATE PAYMENT SYSTEM | 01-5200 | 2026 FFA National Convention - Flights | 4,432.21 | |
| | | | | 2026 FFA National Convention Hotel & Extras | 3,231.60 | |
| | | | | ASB Training | 500.00 | |
| | | | | VERKADA 1 Hotel Stay | 1,272.24 | |
| | | | 01-5800 | A. Polivka CPR Class | 90.00 | |
| | | | | ChatGPT | 20.00 | |
| | | | | DES Conveyance (Lift fee) | 125.00 | |
| | | | | DES Conveyance (Service fee) | 2.88 | |
| | | | | Fastrak | 17.00 | |
| | | | | Quickbooks | 123.00 | |
| | | | 01-5900 | 26/27 Site Postage | 73.46 | |
| | | | 01-6400 | Soccer Goals | 7,745.98 | |
| | | | 13-4300 | Kitchen Warmer parts | 443.27 | |
| | | | 13-4700 | Costco - Food Services | 184.97 | |
| | | | 13-5800 | ServSafe Training | 179.00 | 20,652.22 |
| | | | | **Total Number of Checks** | **110** | **2,346,641.04** |

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## Fund Recap

| Fund | Description | Check Count | Expensed Amount |
|---|---|---|---|
| 01 | GeneralFund | 99 | 230,030.46 |
| 13 | CafeteriaSpecialRevenueFund | 12 | 79,698.54 |
| 23 | BuildingFund 2018C | 2 | 310,464.43 |
| 24 | BuildingFund 2024A | 5 | 1,688,335.08 |
| 25 | CapitalFacilitiesFund | 1 | 38,112.53 |
| | Total Number of Checks | **110** | 2,346,641.04 |
| | Less Unpaid Tax Liability | | .00 |
| | **Net (Check Amount)** | | **2,346,641.04** |

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.

# DURHAM UNIFIED SCHOOL DISTRICT

**Board Meeting Date: 11-09-2026**

| | |
|---|---|
| SUBJECT: Approval of the Reach University Employer Partnership MOU | |
| | |
| PREPARER: John Bohannon, Superintendent | |
| RECOMMENDATION: | ☑ Approve<br>☐ Do Not Approve<br>☐ Accept<br>☐ Discuss<br>☐ Information Only |

Background:

Approval of the Reach University Employer Partnership MOU. The purpose of the Agreement is to address the LEA's workforce needs and provide opportunities for Reach University candidates to complete the job-embedded undergraduate degree program, Bachelor of Arts in Liberal Studies.

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# Reach University
# Employer Partnership Memorandum Of Understanding

Local Education Agency:

Date:

*Reach University is accredited by the WASC Senior College and University Commission. Alternatives in Action is accredited by the California Commission on Teacher Credentialing. Alternatives in Action provides the Teacher Credentialing programs for Reach candidates in California.*

**Learn more at** reach.edu

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## 1. Parties, Recitals & Purpose

This Memorandum of Understanding ("Agreement") is entered into on the date listed above between the entity named above ("Local Education Agency") and Reach University ("Reach University") (together, the "Parties") for the purpose of jointly exercising their respective powers.

The purpose of this Agreement is to address the Local Education Agency's workforce needs and provide opportunities for Reach University candidates to complete the job-embedded undergraduate degree program, Bachelor of Arts in Liberal Studies. This Agreement includes any attached addenda, which shall be incorporated by reference and considered part of this Agreement.

In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

## 2. Definitions

- Primary Employer Partnership Contact: The primary person responsible for communicating between the Local Education Agency and Reach University.
- Candidate: a candidate enrolled in an undergraduate degree program and/or teacher preparation program offered by Reach University.
- Partnership Advisory Committee: a system-level leadership and advisory group committee composed of a representative set of Superintendents or designees from partner Local Education Agencies.
- Program: The undergraduate program offered by Reach University for paraprofessionals and other school employees, whose goal is to complete a bachelor's degree.

## 3. Program

At Reach University, we believe that your job should lead to a degree—not the other way around. We serve both working adults striving to reach their full potential and employers aiming to cultivate diverse local talent pipelines through apprenticeship degrees. Reach University is dedicated to best practices in higher education and is designed to both acknowledge and leverage the learning that working adults already engage in daily to inform and improve upon their craft.

Additional programs are outlined in the addendum attached to this Agreement.

### 3.1. Bachelor of Arts in Liberal Studies (BA-LS) Degree Program

The program description herein reflects Reach University's program as of the effective date of this Agreement. For the most up-to-date version, please see reach.edu and info.reach.edu.

The Bachelor of Arts in Liberal Studies is a rigorous, job-embedded undergraduate degree program for front-line employees. The program includes interactive class sessions held after work hours, one-on-one advisors, on-site mentors, and comprehensive college services, including financial aid, libraries, and technology support, all to ensure candidate success.

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Candidates in our programs are required to engage in job-embedded learning for at least 15 hours per week in an academic environment. This job-embedded learning can arise from holding roles including but not limited to: paraeducators, teacher or classroom instructional aides, on-site tutors, teacher leaders, administrators (principals, vice principals, etc.), and school support functions.

**Degree Earned**: Bachelor of Arts in Liberal Studies

**Credential Earned:** None

**Program Duration**: 2-4 years (depending on transfer credits)

**Accepts Transfer Credit**: Yes. 100% credit transfer from select programs.

For full program details, please visit reach.edu/programs.

# 4. Partnership Responsibilities

This section outlines the shared expectations and commitments between Reach University and the Local Education Agency to ensure the successful implementation of the Bachelor of Arts in Liberal Studies program.

## 4.1. Initial Engagement & Onboarding

### Local Education Agency Responsibilities

- Designate and notify key contacts, including but not limited to billing, site-level leads, and a program liaison ("Primary Employer Partnership Contact").
- Attend initial onboarding sessions to understand program operations, expectations, and shared responsibilities.

### Reach University Responsibilities

- Assign a dedicated Employer Success Lead to serve as the primary point of contact, support onboarding, and act as a liaison for ongoing partnership management.
- Introduce Local Education Agency staff to Reach University systems, workflows, and operational tools.
- Develop and finalize tuition agreements and billing processes with the Local Education Agency.

## 4.2. Candidate Eligibility, Recruitment, & Admissions

### Local Education Agency Responsibilities

- Verify that all candidates referred to Reach University:
    - Are employed by the Local Education Agency in roles supporting job-embedded learning.
    - Hold a high school diploma or equivalent.

- Are U.S. citizens, legal permanent residents, or have valid work authorization.
- Have successfully passed required background checks.

- Coordinate and participate in recruitment efforts with Reach University in order to refer prospective candidates to Reach University Programs. This includes, but is not limited to, the following collaborative recruitment strategies:
  - Providing a list of eligible prospective candidates and their contact information to Reach University at least once per recruitment cycle, including contact information.
  - Promoting Reach University Programs by posting/distributing flyers, sharing Program information via email, and informing employees about virtual information sessions presented by Reach University.
  - Hosting informational sessions for prospective candidates.
- Provide an Employment Verification Contact that will verify candidate employment during the admissions process and at the start of each academic year.
- Assign a Candidate Supervisor for candidates.

**Reach University Responsibilities**

- Provide the Local Education Agency with recruitment materials, program information, and information session invitations.
- Align outreach activities with the Local Education Agencies' workforce needs.
- Assist and guide candidates through the application process, and coordinate employment verification at the time of admission.
- Provide tools and support for employment verification and job alignment.

**Shared Responsibilities**

- Both Parties will collaborate in planning and executing recruitment activities to ensure alignment with workforce needs and mutual accountability for candidate outcomes.

## 4.3. Job-Embedded Learning & Candidate Support

**Local Education Agency Responsibilities**

- Ensure that each candidate engages in job-embedded learning for a minimum of 15 hours per week in an academic environment. This may include roles such as paraeducator, instructional aide, tutor, teacher leader, administrator, or other school-based support staff.
- Notify your employer success contact at Reach University if a candidate's role materially changes and may no longer meet the job-embedded learning requirements.
- Provide site-level support to candidates.
- Participate in periodic Reach University-hosted webinars and virtual updates to share feedback, receive program information, and support continuous improvement efforts.

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**Reach University Responsibilities**

- Guide Local Education Agency staff on program expectations.

**Shared Responsibilities**

- Establish and maintain ongoing communication to address issues, resolve challenges, and support candidate success.
- Reach University and the Local Education Agency will collaborate in good faith to determine next steps, which may include transitioning the candidate to a qualifying role or pausing enrollment until eligibility is re-established.

## 4.4. Data Sharing & Program Feedback

**Local Education Agency Responsibilities**

- Participate in annual workforce outcome reporting, including sharing aggregate data on candidate roles, transitions, and retention.
- Complete an annual Employer Partner Survey and similar instruments to support program evaluation.
- If the Local Education Agency requires detailed information about candidate progress, academic standing, or related metrics, Reach University strongly encourages the Local Education Agency to establish clear agreements directly with its employees regarding such requirements. These agreements should ensure transparency for employees and align with applicable privacy and employment laws.

**Reach University Responsibilities**

- Share candidate information, as necessary for program administration and in compliance with our FERPA policy, state privacy laws, and institutional policies, to support collaborative recruitment efforts and promote candidate retention and success. Data may be shared proactively or upon request. See our FERPA policy here: info.reach.edu/support/family-educational-rights-and-privacy-act-ferpa-acknowledgement.
- Analyze and apply data gathered through surveys and reporting to inform program enhancements and continuous improvement.
- Issue invoices for agreed-upon tuition support once per term, typically in September and February.
- Provide assistance to the Local Education Agency regarding billing questions and adjustments as required.

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# 5. Terms

## 5.1. Insurance

During the term of this Agreement, Reach University agrees to maintain insurance policies, including a standard comprehensive general liability insurance policy with the following coverage: $1 million general liability, $1 million personal injury, and $2 million general aggregate; and educator's legal liability of $1 million per occurrence and $2 million aggregate.

## 5.2. Term

This Agreement shall have an initial term of five (5) years from the effective date. Upon expiration of the initial term, the Agreement shall automatically renew for successive five (5) year terms unless and until terminated by either party in accordance with the termination provisions set forth in Section 5.3.

The Parties agree to review the terms of this Agreement at least once every five (5) years to assess continued alignment and effectiveness.

## 5.3. Termination

Except as otherwise provided, each party agrees to give six (6) months' written notice prior to terminating this Agreement and the program partnership. The Parties agree to make their best efforts to ensure enough time for candidates enrolled to graduate before the effective termination date.

## 5.4. Confidentiality

Candidate information will only be shared to provide the services outlined in this Agreement. Confidential candidate information, as defined by state and federal regulations, will only be disclosed to the Local Education Agency when necessary to carry out the tasks described here, in compliance with the law, and subject to a Non-Disclosure Agreement. The Parties also each agree to safeguard each other's confidential information learned in performing this Agreement.

## 5.5. Indemnification

To the extent allowed by law, the Local Education Agency agrees to indemnify, defend, and hold harmless Reach University from and against any claims by a candidate or other third party that arise from a candidate's employment or activity at the Local Education Agency site.

## 5.6. Non-Discrimination

Both Parties agree that participation in this program will not be limited on the basis of race, color, national origin, sex, disability, age, or any other protected category under federal or state law.

## 5.7. Force Majeure

Neither party shall be held liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any

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term of this Agreement (except for payment obligations) when such failure or delay is caused by acts of God, natural disasters, pandemics, governmental orders or laws, labor disputes, power or internet failures, or any other cause beyond the reasonable control of the affected party. The affected party shall promptly notify the other party in writing of such force majeure event and make reasonable efforts to resume performance as soon as practicable.

## 5.8. Dispute Resolution

In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, the Parties agree to first attempt to resolve the matter through good faith negotiations. If the dispute cannot be resolved through negotiation within thirty (30) days, the Parties agree to submit the matter to non-binding mediation conducted by a mutually agreed-upon mediator. If mediation does not resolve the dispute, the Parties may then pursue any remedies available at law or in equity.

## 5.9. Name & Likeness

No child's image or likeness will be used without explicit prior consent in accordance with the Local Education Agency's policies. Reach University will coordinate with the Local Education Agency to ensure full compliance with all applicable privacy regulations and parental consent requirements.

Reach University may take photographs and make audio or video recordings of Reach University candidates at Local Education Agency school sites for educational, licensure assessment, and training purposes. These recordings may include images of Reach University candidates, faculty, and staff, as well as general school site identification.

## 5.10. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

## 5.11. Entire Agreement

This Agreement, including all incorporated addenda, constitutes the entire understanding between the Parties and supersedes all prior negotiations, representations, or agreements, whether written or oral, relating to the subject matter herein.

## 5.12. Amendments

This Agreement may only be amended, modified, or supplemented by a written document signed by authorized representatives of both Parties.

## 5.13. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without prior written consent of the other party.

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## 6. Signatures

The undersigned confirms having read and understood the policies stated above and affirms possessing the authority to execute this document and engage in the activities outlined herein.

### *Local Education Agency*

The signature below must be completed by the representative who is authorized to sign on behalf of the Local Education Agency.

| | |
|---|---|
| Local Education Agency | |
| State | |
| Authorized Approver | For REVIEW ONLY (REA/ADA) |
| Title | |
| Email Address | lriggle@reach.edu |
| Signature | |
| Date | |

### *Reach University*

| | |
|---|---|
| Authorized Representative | Gene Lee |
| Title | |
| Email Address | glee@reach.edu |
| Signature | |
| Date | |

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# **Addendum**: Graduate Programs (General)

This Addendum supplements the Reach University Employer Partnership Memorandum of Understanding ("Base Agreement") between Reach University and the Local Education Agency, and also incorporates the role of Alternatives in Action, the current California Commission on Teacher Credentialing–accredited recommending agency. This Addendum sets forth additional terms and responsibilities among Reach University, Alternatives in Action, and the Local Education Agency and shall be effective as of the date of the last signature on this Addendum.

This Addendum outlines additional terms, responsibilities, and partnership commitments related to Reach University's graduate degree programs. All provisions of the Base Agreement remain in full force and effect unless expressly modified by this Addendum.

Reach University is accredited by the WASC Senior College and University Commission and provides Master level academic courses and candidate support services to enrolled candidates. Alternatives in Action is accredited by the California Commission on Teacher Credentialing ("CCTC") to offer state-authorized educator preparation (certification) programs in California. Alternatives in Action partners with Reach University to deliver credential pathway programming. Alternatives in Action provides program oversight for Reach University's credential programming and recommends eligible candidates for the appropriate credentials. If Reach University receives CTC authorization as an independent recommending agency, Reach University may assume the responsibilities described herein as currently fulfilled by Alternatives in Action. **The programs referenced in this Addendum are available exclusively in California.**

## A.1. Definitions

- Program(s): All degree programs and the CCTC–authorized educator preparation programs, including California Preliminary Single–Subject and Multiple–Subject Teaching Credential programs (including the Early Completion Option or ECO) and/or Induction (the Clear Teaching Credential program), and the Master of Arts in Teaching program.
- ILP: Individual Learning Plan, a personalized plan designed to guide the professional growth and development of a candidate. The ILP addresses the California Standards for the Teaching Profession (CSTPs), the Teacher Performance Expectations (TPEs), and provides a roadmap for the candidate's work in their respective program. This plan is intended to be a living document, with opportunities to develop professional goals and measurable outcomes, plan, reflect on progress, and modify as needed in response to the authentic needs of the individual. The ILP is designed and implemented solely for the professional growth and development of the individual and not for evaluation for employment purposes.
- Primary School Site Contact: Acts as a liaison to the Reach Teachers College Division of Graduate Studies. This representative is required to meet and/or communicate regularly with Reach University to address candidate needs.

## A.2. Roles & Responsibilities

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This section outlines the commitments of the Local Education Agency, Reach University, and all Parties jointly to ensure the successful implementation of Reach University's graduate programs and associated credentialing pathways.

### *A.2.1. Program Access & Support*

**Local Education Agency Responsibilities**

- Identify a Local Education Agency Designee (Employment Verification Contact) who will verify the employment of candidates enrolled in Reach University programs each term and ensure placements align with credential requirements and provide opportunities to work with the full range of students identified in program standards, including English learners, students with disabilities, and students from diverse cultural, linguistic, and socioeconomic backgrounds.
- Assign a representative to meet and/or communicate regularly with Reach University to address candidate needs and necessary updates, e.g., Intern Preservice (pre-semester preparation course, which starts two months before the starting semester), Intern Subject Matter Competence Requirement, Intern Early Completion Option (ECO), and/or Induction Mentor hours.
- Select placement sites that demonstrate commitment to collaborative, evidence-based practices and continuous improvement; maintain partnerships with educational, social, and community entities that support teaching and learning; place students with disabilities in the Least Restrictive Environment (LRE); and provide robust programs and support for English learners.
- Permit video capture for candidate field supervision, coursework, reflection, and state performance tasks such as the California Teacher Performance Assessment (TPA) and the Literacy Performance Assessment (LPA), including but not limited to having a recording policy in place to accommodate TPA video assessments.

**Reach University Responsibilities**

- Comply and submit reports or other information on matters related to accreditation or program requirements and activities to the California Commission on Teacher Credentialing (CCTC), the California Department of Education (CDE), and the Western Association of Schools and Colleges (WASC), as required.
- Establish effective and ongoing communication between the Local Education Agency's Primary School Site Contact and Reach University to promote this agreement and address candidate needs.
- Provide orientation, professional development, and ongoing support for field supervisors, coaches, and mentors.
- Communicate with candidates, Primary School Site Contact, mentors, and program staff in a timely manner regarding program requirements and updates.
- Oversee and recommend candidates for credentials in credentialing pathways.
- Maintain compliance with all CCTC requirements for intern and induction programs.

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### *A.2.2. Candidate Support & Collaboration*

**Local Education Agency Responsibilities**

- Support candidate success by supervising and evaluating candidates using established Local Education Agency processes and performance assessment tools.

**Reach University Responsibilities**

- Solicit feedback from stakeholders to guide the development and continuous improvement of processes and systems.
- Facilitate program-specific advisory councils to support candidate success and align with Local Education Agency and Reach University expectations.

### *A.2.3. Program & Data Collaboration*

**Shared Responsibilities**

- Convene the committee regularly to gather feedback and insights for enhancing processes and systems within each program, and to contribute to the development and oversight of new programs.
- Collaborate to maintain effective communication with all stakeholders to support candidate success and program quality.

## A.3. Execution of Addendum

This Addendum supplements the Base Agreement and does not modify any other terms unless expressly stated herein. All indemnification, confidentiality, and liability provisions of the Base Agreement apply equally to this Addendum.

The undersigned confirms having read and understood the policies stated above and affirms possessing the authority to execute this document on behalf of the Local Education Agency and engage in the activities outlined herein.

### *Local Education Agency*

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|---|---|
| Local Education Agency | |
| Authorized Approver | For REVIEW ONLY (REA/ADA) |
| Signature | |
| Date | |

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## *Alternatives in Action*

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| Authorized Representative | Daniel Zarazua |
| Title | |
| Signature | |
| Date | |

## *Reach University*

| | |
|---|---|
| Authorized Representative | Gene Lee |
| Title | |
| Signature | |
| Date | |

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# **Addendum**: Intern Teacher Credential and Master of Arts in Teaching Program

This Addendum supplements the Reach University Employer Partnership Memorandum of Understanding and the Graduate Programs Addendum ("Base Agreement") between Reach University and the Local Education Agency.

This Addendum outlines additional terms, responsibilities (among Reach University and the Local Education Agency), and program details specific to the Teacher Intern credentialing pathway. All credential recommendations are made by Reach University, a CCTC-accredited recommending agency. Reach University also provides the Master of Arts in Teaching degree pathway. All provisions of the Base Agreement remain in full force and effect unless expressly modified by this Addendum.

## A.1. Program Overview & Definitions

The program description herein reflects Reach University's program as of the effective date of this Addendum. For the most up-to-date version, please see reach.edu and info.reach.edu.

The Teacher Intern Program allows candidates to earn their Master of Arts in Teaching degree while participating in a credentialing pathway. Reach University supports candidates' academic progress and oversees all credentialing processes and recommendations. An Early Completion Option (ECO) is offered to qualified Intern candidates; however, ECO candidates are not eligible for the Master of Arts in Teaching program, as they do not complete coursework for credit.

### *A.1.1. Definitions*

- Intern Program: An alternative certification program. Intern teachers are employed as the teacher of record in a classroom while concurrently enrolled in the credential program.
- Intern Credential: A temporary teaching license that allows eligible candidates to work as teachers of record in California public schools while completing the requirements for a Preliminary credential through an approved university program. It authorizes the holder to perform the full duties of the preliminary credential they are pursuing, with required support and supervision from both the university and the employing district. This credential is valid for a two-year term.
- Preservice: Candidates must complete Preservice in order to be eligible for an Intern Credential. At Reach University, Preservice is a three-unit (135-hour) graduate-level course. Once granted, Intern Credentials may be backdated by ninety (90) calendar days (current CTC policy). Preservice for Single-Subject and Multiple-Subject candidates must include: General pedagogy including classroom management and planning, reading/language arts, subject-specific pedagogy, human development, and specific content regarding the teaching of English Learners, pursuant to California Code of Regulations §80033.
- Fieldwork: Employment as a teacher of record, where fieldwork, practice, support, supervision, and application of coursework to teaching take place. The Local Education

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Agency ensures candidates are placed in teaching assignments that match the credentials and subject areas for which the candidates are seeking their credentials for a minimum of 600 hours per year. A candidate's teaching position and intern programming go hand-in-hand. *Any changes to their employment status may affect their program status, and vice versa.*

- ECO: The Early Completion Option (ECO) is intended to provide candidates who have requisite skills and knowledge an opportunity to challenge the coursework portion of a Single-Subject or Multiple-Subject Intern Credentialing Program. The Early Completion Option does not waive the entire program but allows for an expedited pathway by waiving preparation program coursework for those candidates who meet the criteria.
- M.A.T.: Master of Arts in Teaching, a graduate degree that emphasizes both practical teaching skills and in-depth subject matter knowledge.
- ILP: Individual Learning Plan, a personalized plan designed to guide the professional growth and development of a candidate. The ILP addresses the California Standards for the Teaching Profession (CSTPs), the Teacher Performance Expectations (TPEs), and provides a roadmap for the candidate's work in their respective program. This plan is intended to be a living document, with opportunities to develop professional goals and measurable outcomes, plan, reflect on progress, and modify as needed in response to the authentic needs of the candidate. **The ILP is designed and implemented solely for the professional growth and development of the candidate and not for evaluation for employment purposes.**
- Professional Development Plan: The Professional Development Plan (PDP) is an individualized plan created when a candidate begins serving on an Intern Credential. The PDP outlines any credential requirements the intern still needs to complete and provides a clear timeline for meeting them. Developed collaboratively by the program, the employing district, and the intern, the PDP identifies remaining coursework, assessments, and authorization requirements, as well as the support and supervision the intern will receive while serving as teacher of record. The PDP is used throughout the intern program to guide the intern's progress toward earning the Preliminary Credential. Additional information is provided in the document available at: docs.google.com/document/d/1RqLu9R85vWoMavPBaZP0-blLMbmBDTfGPhMRg9TCf8o/copy.

### *A.1.2. Intern Teacher Credential & Master Of Arts In Teaching Program*

Candidates work as intern teachers while pursuing a Preliminary California Teaching Credential and a Master of Arts in Teaching degree.

Intern candidates are novice teachers. They are employed as teachers of record while pursuing preliminary credentials. Each week, Intern candidates attend synchronous classes and engage in approximately ten (10) hours of independent studies, including academic coursework and job-embedded practice. Intern candidates engage in at least five (5) hours of supervision with an District Employed Supervisor each week, and engage in twelve (12) one-on-one coaching cycles with a Reach University-provided field supervisor per academic year. They also complete two cycles of the CalTPA, the state teaching performance assessment.

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*Participation in the Intern and Master of Arts in Teaching Program is a significant workload beyond the responsibilities of a typical credentialed teacher. Local Education Agencies are responsible for ensuring that candidates are supported to be successful both in the classroom and in their graduate credentialing coursework.*

**Degree Earned**: Master of Arts in Teaching

**Credential Earned**: California Intern Teaching Credential and California Preliminary Single-Subject or Multiple-Subject Teaching Credential (upon successful completion of the Intern Teacher Credential Program and credentialing requirements).

**Program Duration**: Two years. Accepts up to 9 transfer credits.

**Program Eligibility**: The Intern Teacher Credential Program leads to a California Preliminary Single-Subject or Multiple-Subject Teaching Credential. WSCUC accredits the concurrent Master of Arts in Teaching Program. Admission requirements can be found at reach.edu.

To be recommended for an Intern Credential, and prior to enrolling in the Intern Teacher Credential Program, candidates must:

- Hold a baccalaureate degree or higher from a regionally accredited institution of higher education. Pursuant to Education Code Sections 44325, 44326, 44453.
- Demonstrate subject matter competence prior to being recommended for the Intern Credential.
- Provide all required enrollment documents established by the CCTC and by the Intern Teacher Credential Program.
- Complete the requisite hours of pre-service preparation established by the CCTC (the Reach Preservice Course taken in the term *before* the starting semester does meet this requirement).
- Have a qualified District Employed Supervisor identified who meets the CCTC criteria for mentor eligibility.

Reach University reserves the right to determine admissions and continued enrollment. Once admitted, all two-year pathway candidates are eligible for Reach University's concurrent Master of Arts in Teaching Program.

**Program Components**:

- As candidates enroll in Reach University's teacher intern program, they will begin by completing preservice. Candidates must complete Preservice in order to be eligible for an Intern Credential. Preservice is a three-unit (135-hour) graduate-level course that must cover general pedagogy—such as classroom management and planning, reading/language arts, subject-specific pedagogy, human development—as well as specific content on teaching English Learners, in accordance with California Code of Regulations §80033.
- Fieldwork is a required component of the Intern program. The Local Education Agency must ensure that candidates are placed in teaching assignments that match the credentials and subject areas for which the candidates are seeking their credentials for a minimum of 600 hours per year. A candidate's teaching position and intern programming go

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hand-in-hand. *Any changes to their employment status may affect their program status, and vice versa.*

- Field Supervisor: a Reach contract employee that is responsible for coaching candidates by conducting six observation cycles per semester, for a total of twelve observations per year. Field Supervisors support candidates to integrate coursework to their teaching praxis, to pass the CalTPA, and to apply an inquiry lens to their practice as they pursue equitable outcomes for all students. Field Supervisors engage in professional development in a Field Supervisor Community of Practice.

- District Employed Supervisor: Intern candidates must be assigned a District Employed Supervisor. A District Employed Supervisor must hold a Clear Credential in the content area for which they are providing supervision and have a minimum of three years of content area K-12 teaching experience. The District Employed Supervisor must have demonstrated exemplary teaching practices as determined by the employer and the Program. Matching a candidate and a District Employed Supervisor must be a collaborative process between the Local Education Agency and the Program. The Program provides District Employed Supervisors with a minimum of two hours of initial orientation to the program. Additionally, District Employed Supervisors are required to complete or have completed at least eight hours of formal training in coaching adult learners, which includes mentoring/coaching, co-teaching, subject-specific pedagogy, and inclusive practices. The Program ensures that District Employed Supervisors remain current in the knowledge and skills for candidate supervision and program expectations. District Employed Supervisors must also provide opportunities for candidates to be observed and receive feedback, co-observe and debrief, co-plan lessons, and review student data around structured literacy, diagnostic and intervention techniques, oral and written language, and provide support for students with dyslexia per the California Dyslexia Guidelines. At a minimum, the District Employed Supervisor provides their Intern an average of five hours of support and guidance per week. Finally, District Employed Supervisors are evaluated annually through candidate surveys and supervisor self-assessments, which are reviewed by the Associate Dean of the Intern Program to inform continued professional growth.

- Support and supervision are shared responsibilities between the Local Education Agency and the Program. Pursuant to California Code of Regulations §80033, participating institutions in partnership with employing Local Education Agencies shall provide 144 hours of support and supervision annually and 45 hours of support and supervision specific to teaching English learners. These hours are completed through a combination of support and supervision with the District Employed Supervisor and the field supervisor.

- California Teaching Performance Assessment (CalTPA) support is provided by Reach University and is supplemented by employer support. Passing the CalTPA is required in order for a candidate to be recommended for a Preliminary Teaching Credential.

- Coursework: Key elements are aligned with California TPEs and Reach University's PLOs. The Program's coursework provides multiple opportunities for candidates to learn, apply, and reflect on each Teaching Performance Expectation (TPE). As candidates progress through the Program, pedagogical assignments are increasingly complex and challenging. The scope of the pedagogical assignments (a) addresses the TPEs as they apply to the subjects to be authorized by the credential, and (b) prepares the candidate for the teaching performance assessment (TPA) and other program-based assessments. Reach University

will provide all CCTC-required coursework aligned with the California Teaching Performance Expectations (TPEs) for the Intern Program, ensure Intern candidates are prepared to teach and assess literacy skills (foundational, written, and oral), and work with students needing intervention when available.

- Master of Arts in Teaching candidates in the two-year Intern Program pathway take two additional elective courses to obtain a master's degree.

**Intern Authorization & Service Alignment**

By recommending an Intern candidate for the Intern Credential, Reach University authorizes candidates in an internship program to perform the functions permitted under a regular standard credential, pursuant to Education Code §44454. Reach University affirms that interns' services will meet the instructional or service needs of the participating district(s), in accordance with Education Code §44458.

**Non-Displacement of Certificated Staff**

Reach University and the Local Education Agency certify that interns candidate serving under the Intern Credential Program do not displace any certificated employees within participating Local Education Agency, pursuant to Education Code §44225.7.

## A.2. Roles & Responsibilities

This section defines the commitments of the Local Education Agency and Reach University to support successful implementation of the Teacher Intern Program.

### *A.2.1. Program Access & Support*

**Local Education Agency Responsibilities**

- Identify an Employment Verification Contact responsible for verifying candidate employment each term and liaising with Reach University.
- Assign a Primary School Site Contact to meet regularly with Reach University staff to address candidate needs and stay current on program processes and materials.
- Assign a School Site Leader who has mentors and/or candidates on staff, and who should be informed about program processes and materials, and stay current with changing program requirements, including program alignment to the Literacy Standards and Teaching Performance Expectations (TPEs) in the Intern Program.
- Assign a qualified District Employed Supervisor (i.e., peer coach, mentor, or other designated individual) to the candidate within thirty (30) days of the intern's enrollment in the Program, and prior to the intern teacher assuming daily teaching responsibilities.
- **Inform candidates of the requirements to earn an Intern Credential:**
    - **All admissions requirements completed,** including Certificate of Clearance, Basic Skills Requirement, Subject Matter Competency Requirement, demonstration of knowledge of US Constitution, official transcripts verifying completion of a Bachelor's degree from a regionally accredited IHE, Resume, Offer of Employment

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for a qualifying teaching position, Resume, Prior Field Experience Form completed, and a current MOU on file with the employing agency.

- **Preservice completion**: A preparation course (135 hours) in the term *before* the starting semester. Preservice must be passed to be eligible for an Intern Credential as well as to continue in the Intern Program (e.g., for a Fall enrollee, the Preservice course is offered in the summer term). Preservice covers general pedagogy, including classroom management and planning, subject-specific pedagogy, and specific content regarding the teaching of English Learners pursuant to the California Code of Regulations.
- **District Employed Supervisor assigned** by the CTC-mandated deadline.

- Ensure and verify that all Intern candidates are placed in classrooms designed to provide the most comprehensive clinical practice experiences possible, particularly in literacy instruction for all students. Placements must provide:
  - Opportunities to work with other education professionals and veteran practitioners serving students at risk for or with dyslexia or literacy-related disabilities.
  - Sites where candidates can practice screening and diagnostic techniques, implement early intervention strategies, and develop oral and written literacy skills aligned with state Literacy Standards.
  - Ample opportunities to practice a strong literature, language, and comprehension component with a balance of oral and written literacy skills and the additional cross-cutting themes in literacy, especially in the literacy areas of making meaning, language development, and effective expression.
- Ensure any Intern candidate assigned to a Transitional Kindergarten (TK) classroom meets at least one of the following criteria:
  - Possesses 24 units in early childhood education/child development.
  - Holds professional experience equivalent to 24 units.
  - Holds a child development teacher permit issued by the CTC.
- Permit video capture for field supervision, coursework, and state performance tasks (e.g., CalTPA) and maintain a recording policy to accommodate credentialing requirements.
- Professional Development Plan (PDP): The Local Education Agency acknowledges that each Intern candidate shall have an individualized Professional Development Plan (PDP), developed collaboratively by the program sponsor, the Local Education Agency, and the intern at the start of the assignment. The PDP shall document remaining credential requirements, timelines for completion, and the support and supervision to be provided while the intern serves as teacher of record. The Local Education Agency will regularly review and update the PDP in collaboration with the candidate.

**Reach University Responsibilities**

- Provide academic programming and support aligned with the Master of Arts in Teaching degree.

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- Assign a Reach-contracted Field Supervisor to the Intern candidate. For each candidate they coach, Field Supervisors conduct six observation cycles per semester, for a total of twelve (12) observations per year.
- Establish effective communication with the Primary Employer Partnership Contact to promote this Agreement.
- Provide orientation, professional development, and ongoing support for field supervisors, coaches, and mentors.
- Verify that Intern candidates have completed all program and credential requirements.

### *A.2.2. Candidate Supervision & Evaluation*

**Shared Responsibilities**

- Collaboratively supervise candidates through a team consisting of the Field Supervisor, District Employed Supervisor, School Site Leader, and Reach University faculty.
- Ensure all program supervision meets the CCTC-required 144 hours annually, including 45 hours specific to teaching English learners, provided through a combination of District Employed Supervisor and Reach University Field Supervisor.
- Conduct formal observations that include feedback, formative/summative assessment analysis, and candidate performance data review.

### *A.2.3. Program & Data Collaboration*

**Shared Responsibilities**

- Establish a Partnership Advisory Committee with superintendents/designees from partnering Local Education Agencies and Reach University.
- Convene the committee regularly to provide leadership, gather feedback, and support continuous program improvement.

## A.3. Execution of Addendum

This Addendum supplements the Base Agreement and Graduate Programs Addendum, and does not modify any other terms unless expressly stated herein. All indemnification, confidentiality, and liability provisions of the Base Agreement apply equally to this Addendum.

The undersigned confirms having read and understood the policies stated above and affirms possessing the authority to execute this document on behalf of the Local Education Agency and engage in the activities outlined herein.

### *Local Education Agency*

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| Local Education Agency | |
| Authorized Approver | For REVIEW ONLY (REA/ADA) |

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| Signature | |
| Date | |

### *Alternatives in Action*

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| Authorized Representative | Daniel Zarazua |
| Title | |
| Signature | |
| Date | |

### *Reach University*

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| Authorized Representative | Gene Lee |
| Title | |
| Signature | |
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# **Addendum**: Teacher Induction Program

This Addendum supplements the Reach University Employer Partnership Memorandum of Understanding and the Graduate Programs Addendum ("Base Agreement") between Reach University and the Local Education Agency.

This Addendum outlines additional terms, responsibilities (between Reach University and the Local Education Agency), and program details specific to the Teacher Induction Program. All provisions of the Base Agreement and Graduate Programs Addendum remain in full force and effect unless expressly modified by this Addendum.

## A.1. Program Overview

The program description herein reflects Reach University's program as of the effective date of this Addendum. For the most up-to-date version, please see reach.edu and info.reach.edu.

The Teacher Induction Program is a two-year job-embedded individualized induction program focused on assisting new teachers in transitioning into the profession and obtaining their California Clear Credential. The program is focused on extensive support and mentoring to new teachers through individualized learning plans, inquiry cycles, and collaborative mentorship circles.

Induction candidates are teachers who have attained their Preliminary Teaching Credential and are seeking to attain their Clear Teaching Credential. Teacher Induction Program provides job-embedded support and professional learning for induction candidates to obtain a Clear California Single-Subject or Multiple-Subject credential or Education Specialist Credential. The Teacher Induction Program supports candidate development and growth in the teaching profession by building on the knowledge and skills they have gained during their preliminary preparation program through a robust mentoring system. Mentoring support includes both "just in time" and long-term analysis of their teaching practice to support candidates in developing enduring professional skills through cycles of inquiry. The Teacher Induction Program serves to strengthen teachers' professional practice and contribute to their retention in the profession. Reach University will provide the California Standards for the Teaching Profession (CSTPs) for the Induction candidates.

**Credential Earned**: California Clear Teaching or Education Specialist Credential.

**Program Duration**: Two years. Transferred credits are not accepted.

**Program Eligibility**: To be recommended for a Clear Credential, candidates must: (a) meet with a TIP Mentor for a minimum of thirty (30) hours per year and provide documentation, (b) complete an Individualized Learning Plan (ILP), including a CSTP co-assessment (between the candidate and TIP Mentor) and a triad meeting (a candidate, their TIP Mentor, and the School Site Leader) within the first sixty (60) days of enrollment, (c) successfully complete Cycles of Inquiry in collaboration with a TIP Mentor, and (d) satisfy all renewal requirements placed on their California Preliminary Teaching or Education Specialist Credential by the CCTC.

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**Key Program Components – Mentorship and Fieldwork:**

The Teacher Induction Program requires each candidate to be assigned a qualified mentor who provides guidance and expectations for the mentoring experience. All TIP Mentors for Induction candidates are hired and managed by Reach University. They will have their employment verified during the enrollment process and must meet all TIP Mentor requirements established by the CCTC. Qualifications for mentors will include, but are not limited to:

- Knowledge of the context and the content area of the candidate's teaching assignment.
- Demonstrated commitment to professional learning and collaboration.
- A Clear California Teaching Credential.
- Meet candidates' needs for support.
- Have a minimum of three (3) years of effective teaching experience.

TIP Mentors are expected to support candidates in the Program to the best of their abilities through various means, including but not limited to:

- Provide "just in time" support for candidates, in accordance with their ILP, in addition to providing support for the candidates in their cycles of inquiry.
- Support candidate progress towards mastery of the California Standards for the Teaching Profession.
- Facilitate candidate growth and development through modeling, guiding reflection on practice, and feedback on classroom instruction.
- Connect candidates with available resources to support their professional growth and accomplishment of the ILP.
- Periodically review the ILP with candidates and make adjustments as needed.

The Program will provide ongoing training and support for TIP Mentors that includes, but is not limited to:

- Coaching and mentoring.
- Goal setting.
- Use of appropriate mentoring instruments.
- Best practices in adult learning.
- Support for individual mentoring challenges, reflection on mentoring practices, and opportunities to engage with mentoring peers in professional learning networks.
- Processes designed to support candidates' growth and effectiveness.

The Institution conducts ongoing evaluation of mentor performance through structured observations of coaching sessions, review of candidate feedback, documentation checks, and annual mentor performance reviews. Expectations for mentor duties including frequency and duration of coaching, support with ILP goal-setting and evidence collection, and documentation

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requirements, are outlined in the Mentor Handbook and reviewed during training. The Institution ensures that each candidate receives a minimum of thirty (30) hours of coaching support per year (as required by CTC), and confirms completion of these hours through tracking logs and periodic audits. The Local Education Agency acknowledges that these coaching and evaluation processes are the sole responsibility of the Institution.

**Fieldwork Provisions and Guidelines**: For Induction candidates, teaching assignments must include at least one (1) class in the teacher's designated credential area (i.e., a single-subject science credentialed teacher must teach at least one (1) science class). Candidates must be allowed to work with a group of students on an ongoing basis, including opportunities to plan, execute instruction, and analyze the resultant data representing student learning.

→ *Please note that the completion of mentor hours is a CCTC requirement with a minimum of thirty (30) hours per year of the two-year program.*

**Program Completion Requirements:**

Induction candidates must complete all program requirements (see bulleted list below) prior to recommendation for a California Clear Teaching Credential. Lack of progress in the program may require the candidate to repeat a portion of the year or the full year of induction.

If a candidate is not responsive to program communications regarding the timely completion of the induction experience, the Institution reserves the right to terminate the candidate's enrollment and participation. The candidate's school site will also be notified of the action taken. The candidate and/or employing Local Education Agency are responsible for all fees incurred during the academic year of participation.

**Note:** It is the candidate's responsibility to check their credential on the CCTC website for any potential renewal requirements. Candidates will not be recommended for a California Clear Teaching Credential until all renewal requirements have been met, even if all program requirements listed below have been met.

**Regular Track –2 Year Program:**

- Document candidate and TIP Mentor meetings totaling a minimum of thirty (30) hours per year (sixty (60) hours total to complete the program) in CRAFT using the provided log, updated weekly.
- Candidates will be observed by their TIP Mentor a minimum of four (4) times per year and observe a veteran teacher during each Inquiry cycle.
- Completion of an Individualized Learning Plan (ILP) each year, which includes:
    - CSTP Co-Assessment & triad meeting.
    - Context and Culture for Learning (Recommended for all candidates, but only required for Year 1 and ECO Candidates).
    - Successful completion of three (3) Inquiry for Equity Action Research cycles over the course of two (2) years.

**Early Completion Option (ECO):**

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- Document a minimum of thirty (30) hours per year of candidate and TIP Mentor meetings in the provided log on a weekly basis.
- Candidates will be observed by their TIP Mentor a minimum of five (5) times during the year and observe a veteran teacher during each Inquiry cycle.
- Completion of an Individualized Learning Plan (ILP), which includes:
    - CSTP Co-Assessment & triad meeting.
    - Context and Culture for Learning.
    - Successful completion of two (2) Inquiry for Equity Action Research Cycles.

**Note:** The Individualized Learning Plan (ILP) is designed and implemented solely for the professional growth and development of the participating teacher and not for evaluation for employment purposes.

**Note:** Candidates will be recommended for their Clear Teaching/Education Specialist Credentials when fees have been paid in full, and any additional renewal requirements on the Preliminary Credential have been met.

## A.2. Roles & Responsibilities

This section defines the commitments of the Local Education Agency and Reach University to support successful implementation of the Teacher Induction Program.

### Local Education Agency Responsibilities

The Local Education Agency, as the employer for candidate enrolled in the Induction program, agrees to provide:

- Appropriate teaching assignment aligned with the candidate's credential and growth goals.
- Access to site resources, including curriculum guides, pacing plans, assessment systems, and learning management tools.
- Orientation to site policies and procedures, including safety plans, student support services, and instructional expectations.
- Access to site leadership, such as regular check-ins with the principal or assistant principal to support goal-setting, ILP alignment, and contextual understanding of student needs.
- Collaboration structures, such as grade-level team meetings, PLCs, IEP meetings, and department meetings that allow the candidate to participate in shared decision-making.
- Support for classroom observations, including release time (if applicable) for the candidate to observe veteran teachers or instructional specialists.
- Professional learning opportunities offered by the Local Education Agency, such as workshops, in-services, MTSS training, or equity-focused Professional development.
- Access to student data systems (CALPADS, SIS platforms, progress monitoring tools)

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needed to develop and monitor ILP goals.

- Supportive school culture, including encouragement to use coaching, reflective practices, and induction resources without evaluative pressure.

**Reach University Responsibilities**

Reach University, as the California Commission on Teacher Credentialing (CCTC)–approved Induction program sponsor and credential recommending body, agrees to:

- Maintain CCTC accreditation in good standing and ensure the Teacher Induction Program remains compliant with all applicable standards, guidelines, and reporting requirements.
- Recommend eligible candidates for the California Clear Credential upon successful completion of all Teacher Induction Program requirements.
- Ensure the overall design, implementation, and continuous improvement of the Teacher Induction Program, including oversight of curriculum, mentoring systems, and candidate assessment practices.
- Monitor and verify each candidate's completion of program requirements, including documented mentor hours, Individualized Learning Plan (ILP) components, and cycles of inquiry.
- Ensure that all data collection and reporting to the CCTC reflects accurate records of candidate participation, progress, and program completion.
- Provide guidance and technical assistance to Reach University staff and Local Education Agencies regarding credentialing requirements and program compliance.
- Maintain secure records for all Teacher Induction Program candidates and ensure confidentiality in accordance with state and federal regulations.
- Respond to CCTC audits, inquiries, or data requests as required, and communicate relevant findings or updates to the Local Education Agency as needed.

## A.3. Execution of Addendum

This Addendum supplements the Base Agreement and Graduate Programs Addendum and does not modify any other terms unless expressly stated herein. All indemnification, confidentiality, and liability provisions of the Base Agreement apply equally to this Addendum.

The undersigned confirms having read and understood the policies stated above and affirms possessing the authority to execute this document on behalf of the Local Education Agency and engage in the activities outlined herein.

### *Local Education Agency*

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| Authorized Approver | For REVIEW ONLY (REA/ADA) |
| Signature | |
| Date | |

## *Alternatives in Action*

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|---|---|
| Authorized Representative | Daniel Zarazua |
| Title | |
| Signature | |
| Date | |

## *Reach University*

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| Authorized Representative | Gene Lee |
| Title | |
| Signature | |
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# **Addendum**: Tuition & Billing

This Addendum supplements the Reach University Employer Partnership Memorandum of Understanding ("Base Agreement") between Reach University and the Local Education Agency, and shall be effective as of the date of the last signature on this Addendum. This Addendum outlines additional terms and responsibilities regarding tuition contributions and billing for Reach University candidates. All provisions of the Base Agreement remain in full force and effect unless expressly modified herein.

## A.1. Local Education Agency Responsibilities

- Notify Reach University at least thirty (30) days prior to the start of each academic term if the Local Education Agency intends to cover full or partial tuition for any candidates.
- Confirm the list of candidates for whom the Local Education Agency will be invoiced, including verification of employment and employer recommendation to ensure billing accuracy.
- Provide accurate billing contact information to Reach University and promptly communicate any updates.
- Process invoices in a timely manner according to the agreed-upon tuition support arrangement.
- All candidates enrolled in Reach University programs are responsible for tuition and associated fees. Payment of tuition is the candidate's primary responsibility unless the Local Education Agency chooses to provide support.

## A.2. Billing Terms

- All candidates enrolled in Reach University programs are responsible for tuition and associated fees. Payment of tuition is the candidate's primary responsibility unless the Local Education Agency chooses to provide support.
- If the Local Education Agency agrees to pay Reach University for tuition and fees associated with candidates enrolled in Reach University programs, Reach University will invoice the Local Education Agency once per academic term, typically in September and February.
- Payment Terms: The Local Education Agency shall remit full payment within thirty (30) calendar days of the invoice date, unless otherwise agreed to in writing. Payments shall be made via electronic funds transfer or another approved method as specified on the invoice.
- Nonpayment Clause: Reach University reserves the right to suspend candidate participation in Reach University programs for Local Education Agencies' failure to meet their financial obligations.

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## A.3. Tuition Support Confirmation

The Local Education Agency shall confirm the following details regarding tuition contribution:

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| Accounts Payable Contact Name | |
| Accounts Payable Contact Title | |
| Accounts Payable Email Address | |
| Is the Local Education Agency contributing to tuition for any candidates? | ☐ **Yes**, the Local Education Agency will contribute toward tuition.<br>☐ **No**, the Local Education Agency will not contribute toward tuition at this time. |
| **If you selected "yes," please complete the following section.** | |
| Program (check all that apply) | ☐ Bachelor of Arts in Liberal Studies Degree Program<br>☐ Bachelor of Arts in Global Education (Educator Preparation Program Pathway for Arkansas and Louisiana)<br>*Graduate Programs only offered in California:*<br>☐ Intern Teacher Credential / Master of Arts in Teaching (M.A.T.) Program<br>☐ Teacher Induction Program |
| Tuition Support Level | ☐ 100% of candidate contribution<br>☐ Other: _____ |

## A.4. Execution of Addendum

This Addendum supplements the Base Agreement and does not modify any other terms unless expressly stated herein. All indemnification, confidentiality, and liability provisions of the Base Agreement apply equally to this Addendum.

The undersigned confirms having read and understood the policies stated above and affirms possessing the authority to execute this document on behalf of the Local Education Agency and engage in the activities outlined herein.

### *Local Education Agency*

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| | |
|---|---|
| Local Education Agency | |
| Authorized Approver | For REVIEW ONLY (REA/ADA) |
| Signature | |
| Date | |

***Reach University***

| | |
|---|---|
| Authorized Representative | Gene Lee |
| Title | |
| Signature | |
| Date | |

Docusign Envelope ID: 30563F02-CECF-456B-8B4D-9866495E0000



# **Addendum**: Partnership Onboarding & Implementation

This Addendum supplements the Reach University Employer Partnership Memorandum of Understanding ("Base Agreement") between Reach University and the Local Education Agency. It shall be effective as of the date of the last signature on this Addendum. All provisions of the Base Agreement remain in full force and effect unless expressly modified herein.

This Addendum outlines partnership goals, recruitment coordination, and key contact information necessary to successfully launch and support Reach University candidates.

## A.1. Partnership Goals

To ensure alignment and shared success, the Local Education Agency agrees to identify the primary goal(s) of this partnership (check all that apply):

- ☐ Grow and retain teachers from within
- ☐ Provide an affordable bachelor's degree pathway for staff
- ☐ Support paraprofessionals/classified staff in becoming certified teachers
- ☐ Fill high-need subject or grade-level vacancies
- ☐ Support intern teacher placement and credentialing (CA only)
- ☐ Other: _____

Additional notes regarding partnership goals (optional):

| |
|---|
| |

## A.2. Partnership Contacts & Roles

To support effective communication and successful implementation of this partnership, the Local Education Agency agrees to designate the following points of contact:

| | | |
|---|---|---|
| Primary Partnership Contact | Name | |
| | Title | |
| | Email | |

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| | | |
|---|---|---|
| Employment Verification Contact | Name | |
| | Title | |
| | Email | |

| | | |
|---|---|---|
| Accounts Payable Contact | Name | |
| | Title | |
| | Email | |

| | | |
|---|---|---|
| BAGE Primary Clinical Year Contact (Arkansas & Louisiana only) | Name | |
| | Title | |
| | Email | |

## A.3. Recruitment Resources

To support candidate recruitment and enrollment, Reach University will collaborate with the Local Education Agency on outreach and information sharing.

Preferred Resources (check all that apply):

- ☐ Local Education Agency-hosted virtual information session
- ☐ In-person information session
- ☐ Staff meeting presentation
- ☐ Student or community job fair event
- ☐ Email communication to eligible staff
- ☐ Customized recruitment materials
- ☐ Other:

## A.4. Execution of Addendum

This Addendum supplements the Base Agreement and does not modify any other terms unless expressly stated herein. All indemnification, confidentiality, and liability provisions of the Base

DocuSign Envelope ID: 30563F02-CECF-456B-6B4D-9868495E0000

Agreement apply equally to this Addendum.

The undersigned confirms having read and understood the policies stated above and affirms possessing the authority to execute this document on behalf of the Local Education Agency and engage in the activities outlined herein.

## *Local Education Agency*

| | |
|---|---|
| Local Education Agency | |
| Authorized Approver | For REVIEW ONLY (REA/ADA) |
| Signature | |
| Date | |

## *Reach University*

| | |
|---|---|
| Authorized Representative | Gene Lee |
| Title | |
| Signature | |
| Date | |

# DURHAM UNIFIED SCHOOL DISTRICT

**Board Meeting Date: 11-09-2026**

| | |
|---|---|
| SUBJECT: Approval of the DRPD Grant for Tennis Courts | |
| | |
| PREPARER: John Bohannon, Superintendent | |
| RECOMMENDATION: | ☑ Approve<br>☐ Do Not Approve<br>☐ Accept<br>☐ Discuss<br>☐ Information Only |

Background:

Approval of the DRPD Grant for Tennis Courts. Draft Grant Site Lease Agreement for a 30-year lease between DUSD and DRPD for the use of the Midway Park for tennis courts, a paved parking lot and a permanent bathroom (if grant is awarded). Attached is a mock up draft image (not to scale) of the potential layout. If the grant is awarded, DRPD will go to bid with a budget.

**DRAFT — FOR DISTRICT AND LEGAL REVIEW — NOT EXECUTED**

# GRANT SITE LEASE AGREEMENT

*Thirty-Year Public Recreation Site Control / Proposition 4 Climate Bond / Statewide Park Development and Community Revitalization Program*

DRAFT ONLY — subject to governing-board approval, legal review, completion of exhibits, and California Department of Parks and Recreation approval.

## 1. Parties; Effective Date

This Grant Site Lease Agreement ("Agreement") is entered into as of _____ ("Effective Date") by and between DURHAM UNIFIED SCHOOL DISTRICT, a California public school district ("DUSD" or "Landowner"), and DURHAM RECREATION & PARK DISTRICT, a California recreation and park district ("DRPD" or "Lessee/Applicant/Grantee"). The parties' authorized representatives shall sign below following required approvals.

## 2. Premises; Exhibits

DUSD leases to DRPD only the specifically delineated portions of the following Butte County Assessor's Parcels (collectively, the "Premises" or "Project Site"): (a) APN 040-180-004, for construction of four fenced and lighted tennis courts and associated court improvements; and (b) APNs 040-180-003 and 040-180-062, for a permanent public restroom facility, associated utilities and septic facilities as applicable, and paving and improvements to the existing gravel parking area. The exact boundaries of each leased portion, including access routes, utility corridors, and construction and maintenance access, shall be identified in Exhibit A (legal description or survey) and Exhibit B (site plan), incorporated by reference. No entire assessor's parcel is leased solely by virtue of its APN appearing herein. The parties shall verify ownership and authority to lease each affected portion before execution. Any improvements or access outside the defined Premises require separate written authorization or easements.

## 3. Purpose; Grant Identification

DRPD intends to apply for a Proposition 4 Climate Bond grant under the Statewide Park Development and Community Revitalization Program ("SPP"), administered by the California Department of Parks and Recreation ("DPR" or "State"), to develop a unified public recreation project consisting of four fenced and lighted tennis and pickleball courts on APN 040-180-004, a

permanent restroom facility, and paving of the existing gravel parking area on portions of APNs 040-180-003 and 040-180-062 (collectively, the "Project"). The parties intend that the full Project Site, including all three leased portions and necessary public access and utilities, remain available for public recreational use throughout the required grant performance period.

## 4. Term; Appropriation Date; Site Control

The lease commences on the Effective Date for preconstruction planning and access. Regardless of the Effective Date, the parties irrevocably grant DRPD continuous, enforceable site control for no less than thirty (30) years beginning on the APPROPRIATION DATE assigned to the Project by the State (the "Grant Performance Period"). The lease shall not expire earlier than the thirtieth anniversary of that Appropriation Date, and shall remain effective for any additional period required by the executed grant contract, unless DPR approves otherwise in writing. The parties shall memorialize the confirmed Appropriation Date and resulting minimum expiration date in a signed administrative certificate attached as Exhibit C; failure to execute that certificate does not shorten the minimum term. If no grant is awarded, the parties may terminate by mutual written agreement before construction, subject to outstanding obligations.

## 5. Renewal Option

DRPD has the option to request renewal of this lease beyond the original thirty-year Grant Performance Period for an additional ten (10) years by providing DUSD written notice at least twelve (12) months before expiration. The parties shall negotiate renewal terms in good faith; renewal is subject to mutually agreed written terms and required governing-board approvals. This renewal option does not diminish the binding minimum site-control period under Section 4.

## 6. Construction Authorization and Delegation

Upon grant award and satisfaction of required permits, environmental review, school-district approvals, and DPR grant conditions, DRPD may design, bid, contract for, construct, inspect, and complete the Project on the Premises, including four tennis courts, fencing, gates, lighting, a permanent restroom facility, parking-lot paving, accessibility improvements, drainage, electrical, water, wastewater/septic, and other necessary supporting infrastructure. DRPD may delegate construction to qualified contractors or other entities, while remaining responsible for grant compliance. Work beyond the Premises requires DUSD's separate written permission and any necessary easements.

## 7. Operations; Public Access; Scheduling

DRPD shall have operational control of the Project Site and authority to schedule recreational programs, reservations, lessons, open play, and other public recreation activities throughout the Grant Performance Period. Following substantial completion and authorization to open, the Project shall be available to the general public during reasonable posted hours, subject to neutral scheduling rules, maintenance closures, safety requirements, and applicable grant conditions. The parties anticipate coordinated school and community use: DUSD may request priority scheduled use for school athletics and instruction at mutually agreed times, provided such use does not defeat the full public access required by the grant contract. DRPD shall publish hours, access procedures, and reservation policies. Neither party shall convert the Project to exclusive school use or otherwise materially restrict public recreational access in violation of the grant contract. DRPD may delegate operational tasks but remains accountable for compliance.

## 8. Maintenance; Utilities; Capital Replacement

DRPD shall be the entity responsible for routine and long-term maintenance of the entire Project Site throughout the Grant Performance Period, including tennis courts, surfacing and striping, fencing, gates, lights, restroom building and fixtures, parking pavement and striping, accessibility features, drainage, and utilities or septic systems installed as part of the Project, subject to any written utility-service or maintenance-sharing terms approved by both parties. DRPD may delegate maintenance but remains responsible for satisfying its grant contract obligations. Allocation of existing infrastructure responsibilities shall be specified in Exhibit D.

## 9. Grant Compliance; State Approval

The parties acknowledge that DPR must approve this lease for the SPP application/grant. DRPD shall be the applicant/grantee and shall comply with the grant contract, including Use of Facilities and public-access requirements for the entire Grant Performance Period. DUSD shall not take any action that materially impairs DRPD's site control or ability to comply with those requirements. Where required by DPR, the parties shall cooperate in executing reasonable amendments or assurances consistent with the essential bargain, subject to lawful approvals. No assignment, disposition, conversion, or material change in use affecting the grant-funded Project shall occur without any required prior written DPR approval.

## 10. Rent; Ownership of Improvements

Annual base rent shall be $_____ [or $1.00 per year, if approved by both boards], payable _____. DUSD retains fee title to the underlying land. Ownership, removal, and disposition of grant-funded improvements at the end of the lease shall be determined by the grant contract, applicable law, and a separate written agreement approved by both parties and DPR if required; nothing in this Agreement authorizes removal or diversion during the Grant Performance Period.

## 11. Termination Only for Cause; Notice and Cure

DUSD shall have no right to revoke or terminate this Agreement at will, for convenience, or without cause during the required Grant Performance Period. Termination before expiration is permitted only for material cause, such as a substantial uncured breach by DRPD, and only after written notice identifying the breach and at least ninety (90) days to cure; if cure reasonably requires more time, DRPD shall receive additional reasonable time while diligently pursuing cure. Any early termination affecting site control shall be subject to applicable law and prior written DPR approval to the extent required under the grant contract. The parties shall first pursue good-faith dispute resolution and an alternative remedy preserving public access and the grant obligations. Nothing here excuses DRPD from grant obligations or guarantees DPR approval of termination.

## 12. Insurance; Risk Allocation; Indemnification

Before construction, DRPD shall maintain or require appropriate contractor insurance, including commercial general liability, workers' compensation where required, and automobile liability, in limits approved by both districts' risk managers. During operations DRPD shall maintain appropriate public-entity liability coverage or pooled self-insurance. The parties shall agree in writing on additional insured endorsements and mutual indemnification to the extent permitted by California law, based on each party's respective acts, omissions, and control. This section is subject to review by each district's counsel and insurer.

## 13. Legal Compliance; Approvals

All activities shall comply with applicable federal, California, and local laws, including accessibility, building, electrical, safety, environmental, public contracting, and school-property requirements. This Agreement does not replace CEQA review, DUSD facility-use/property approvals, governing-board actions, or required permits. DRPD shall not commence construction until all prerequisites are met.

## 14. Access; Quiet Enjoyment; Cooperation

DUSD shall provide DRPD peaceful and uninterrupted possession and use of the Premises consistent with this Agreement, including reasonable public ingress and egress to the tennis courts, restroom, and parking improvements, as well as contractor, maintenance, utility, and emergency access. Any needed access or utility easements crossing land outside the Premises shall be documented before construction. DUSD shall not authorize conflicting uses that materially interfere with required public recreational access.

## 15. Amendments; Assignment; Notices

Amendments must be in writing, signed by both parties, and approved by DPR when required. DRPD may delegate work but may not assign its leasehold or grant obligations without necessary approvals. Formal notices shall be delivered to: DUSD, Attn: _____, Address: _____; DRPD, Attn: _____, Address: _____. Each party may update its notice address in writing.

## 16. Entire Agreement; Severability; Counterparts

This Agreement, together with completed Exhibits A–C, is the complete understanding concerning the Premises. If any provision is unenforceable, the remainder remains effective to the extent consistent with grant requirements. Signatures may be in counterparts and electronically to the extent legally permissible. California law governs.

## Signatures and Board Approval

**DURHAM UNIFIED SCHOOL DISTRICT (Landowner)**

By: _____ Date: _____

Printed name: _____ Title: _____

Board approval date / resolution no.: _____

**DURHAM RECREATION & PARK DISTRICT (Lessee / Applicant)**

By: _____ Date: _____

Printed name: _____ Title: _____

Board approval date / resolution no.: _____

## Exhibits to Complete Before Execution

Exhibit A — Legal descriptions or surveyed boundaries of the leased portions of APNs 040-180-004 (courts), 040-180-003 and 040-180-062 (restroom and parking), including any access and utility easements.

Exhibit B — Site plan identifying parcel lines, four tennis courts, fencing, lighting, restroom footprint, existing gravel area to be paved, parking circulation, accessible routes, utilities, and the boundaries of each leased portion.

Exhibit C — Appropriation Date Certificate (to be completed after State establishes the date), confirming the minimum 30-year expiration date.

Optional Exhibit D — School-use schedule, public operating hours, parking and restroom access, utilities/septic responsibility, cost-sharing, and maintenance standards.


DURHAM
RECREATION & PARK DISTRICT
TENNIS & PICKLEBALL COURT COMPLEX
SITE PLAN
ENTRANCE / EXIT
PERMANENT RESTROOM (ADA COMPLIANT)
PAVED PARKING LOT (±100 STANDARD SPACES + 4 ADA SPACES)
MIDWAY RD
ADA LOCKING GATE #1
4 TENNIS COURTS (ALSO LINED FOR PICKLEBALL)
10' BLACK COATED CHAINLINK FENCING
LED COURT LIGHTING
ADA LOCKING GATE #2

# DURHAM UNIFIED SCHOOL DISTRICT

**Board Meeting Date: 11-09-2026**

| | |
|---|---|
| SUBJECT: Discussion of the GreenEdge Energy Services Proposal | |
| | |
| PREPARER: Jess Knox, CBO | |
| RECOMMENDATION: | ☐ Approve<br>☐ Do Not Approve<br>☐ Accept<br>☑ Discuss<br>☐ Information Only |

Background:

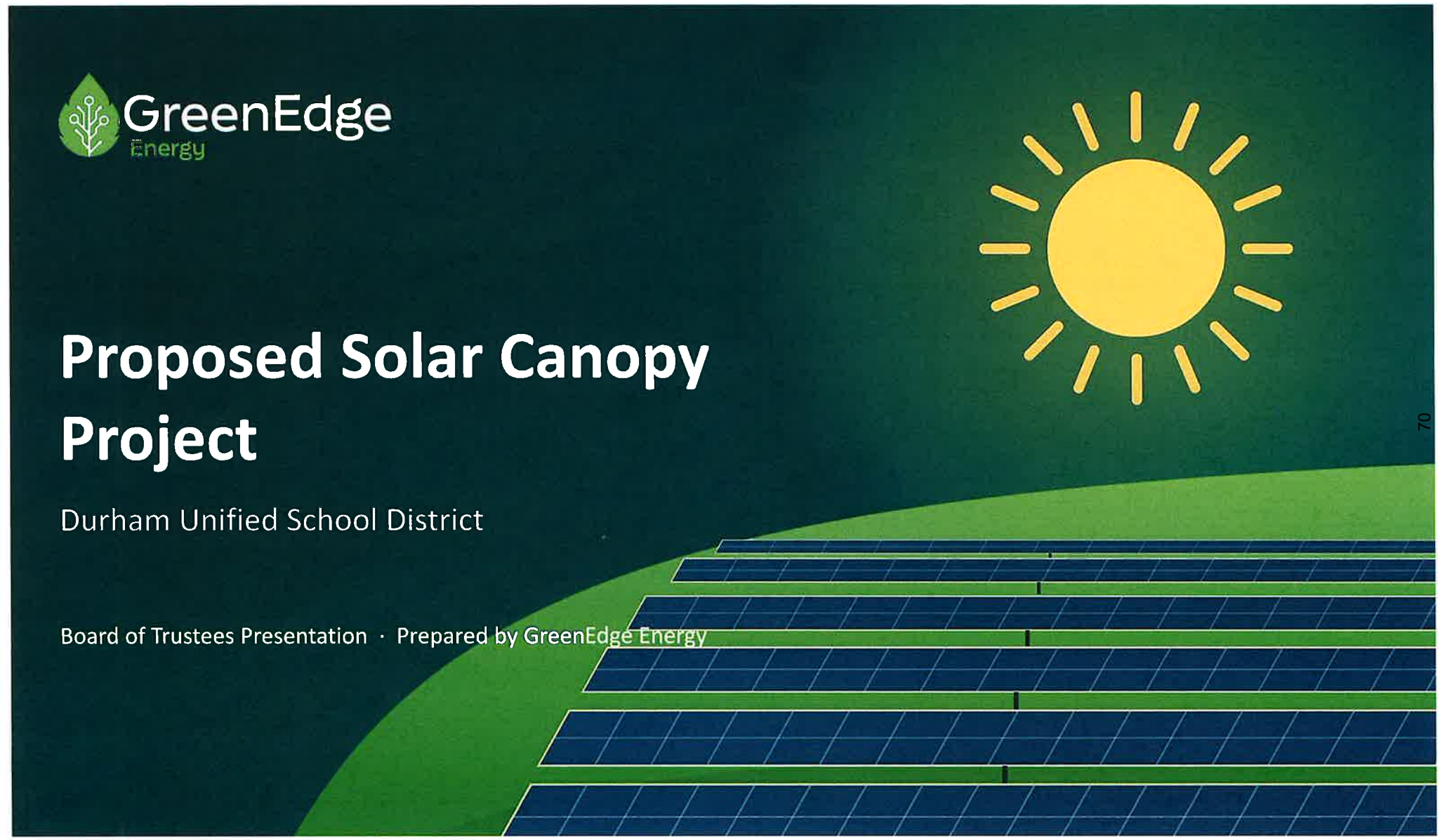
Discussion of the GreenEdge Energy Services Proposal. Presentation and proposal given by Nate Schegel of GreenEdge Energy.

GreenEdge Energy

# Proposed Solar Canopy Project

Durham Unified School District

Board of Trustees Presentation · Prepared by GreenEdge Energy



SCOPE OF WORK · HIGHLIGHTS

# What the District Gets

## 4 Solar Canopies

***472 kWdc / 400 kWac of new solar***

- 800 panels (590 W each)
- 4 canopies of 200 panels
- 118 kWdc per canopy: NW, NE, SE, SW
- 4 SolarEdge 100 kW inverters

*Non-export: all solar power is used on site.*

## Replace 12 Existing Inverters

***Protects the current solar field***

- New inverters with 10-year warranty
- Every string tested before swap
- Keeps NEM1 legacy status (size capped)
- All 14 units monitored

*The 2 faulted units will be handled under a separate diagnostic scope.*

## Parking Lot LED Lighting

***Safer, brighter lot at night***

- Up to 72 LED fixtures, 18 per canopy
- Vandal-resistant, wet-location rated
- Even 4000 K light across the lot
- Final count per lighting study

*Fixtures mount to the canopy structure; no new light poles.*

## 10 EV Charging Stalls

***Ready for staff and fleet EVs***

- Up to 10 L2 Level 2 charging stalls
- 8.3 kW per port
- 1 van-accessible + 1 accessible stall
- Striping, bollards and signage

*Charging uses solar power that would otherwise be curtailed.*

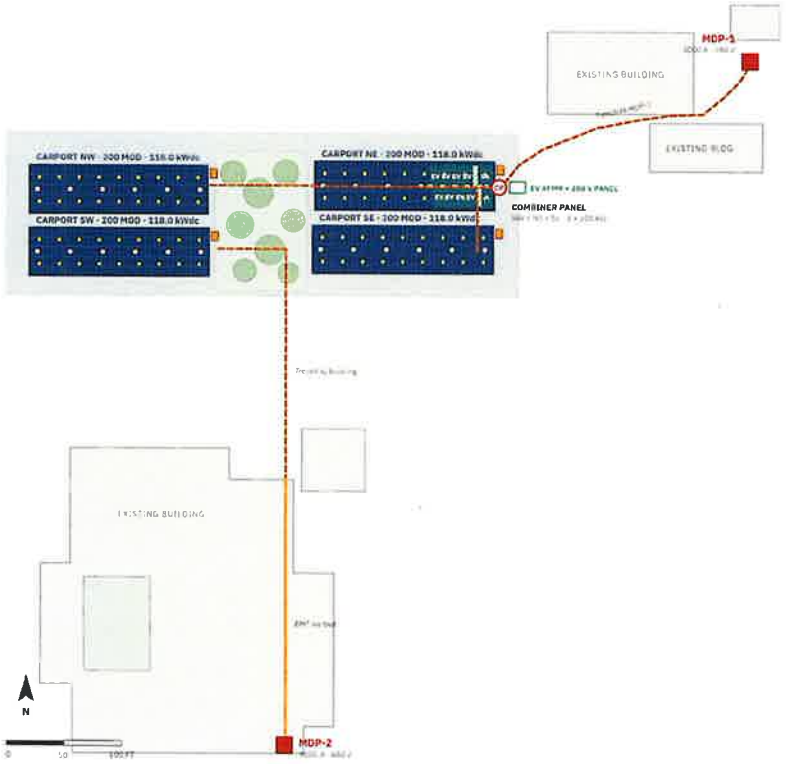




GreenEdge Energy

SCOPE OF WORK · DURHAM HIGH SCHOOL, 9455 PUTNEY DR

# The Proposed Solar Canopy Project




**472 kW**

New solar on 4 parking canopies (800 panels)

**12**

Aging inverters replaced on the existing solar field

**~ 72**

LED light fixtures under the canopies

**~ 10**

EV charging stalls (5 dual-port chargers)

**One turnkey project**

- Design, DSA approval and PG&E interconnection
- Construction, commissioning and training
- Monitoring for new and existing solar (through GreenEdge or a third-party provider)





GreenEdge Energy

SCOPE OF WORK · DELIVERY

# Built Right, Start to Finish

## Solar Canopies

- 472 kWdc / 400 kWac, non-export
- 800 Qcells 590 W bifacial panels
- 4 SolarEdge 100 kW inverters
- 13'-6" clearance, 5° tilt
- Steel canopy, DSA approved
- 36" concrete column guards

## Included

- Engineering and DSA approval
- PG&E interconnection
- Prevailing wage, certified payroll
- Commissioning and staff training
- Monitoring portal with alerts
- As-builts, O&M manual, warranties

## Warranties

- Panels: 30-year performance
- Inverters: 10 years minimum
- SolarEdge: 12-year standard
- EV chargers: 5 years
- Canopy steel and paint: per manufacturer





GreenEdge Energy

PROJECT FINANCIALS · HOLMAN CAPITAL FINANCING · 2027–2047

# The Bottom Line vs. Doing Nothing

20-year net savings vs. doing nothing

## $5.01M – $5.58M

depending on which of the 3 Holman Capital financing options the Board selects

Without the project, the District pays PG&E **$17.28M** over 20 years for these meters.

*No local bond or tax increase. Every option is paid from energy savings.*

**$2,497,107** Total project cost (turnkey)

**$674,132** **Federal Solar Tax Credit (ITC), paid to the District in cash**

**$1,822,975** Net project cost after the ITC

**$202K** Year 1 utility savings (2028), growing every year





GreenEdge Energy

IF THE DISTRICT DOES NOTHING

# PG&E Costs Keep Climbing

Years 1–5 | Years 6–10 | Years 11–15 | Years 16–20

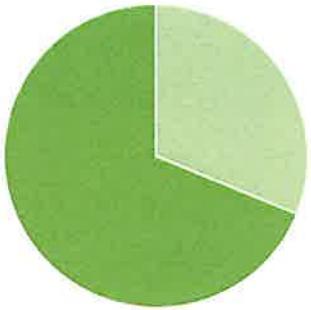
### 5 Years (through 2032)



**$277K** paid in 2032

Total through 2032: $1.18M

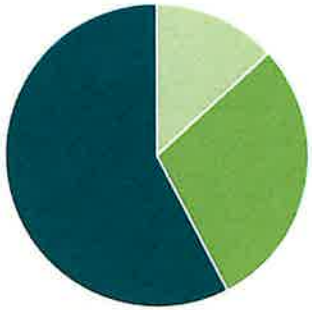
### 10 Years (through 2037)



**$820K** paid in 2037

Total through 2037: $3.78M

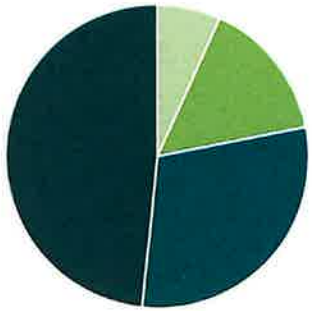
### 15 Years (through 2042)



**$1.19M** paid in 2042

Total through 2042: $8.93M

### 20 Years (through 2047)



**$2.19M** paid in 2047

Total through 2047: $17.28M

Over 20 years the District would send **$17.28M** to PG&E. More than half of it ($8.36M) lands in Years 16–20.

**2037 NEM change:** the existing solar's legacy net metering (NEM1 / NEM-A) ends and moves to NEM 3.0, so PG&E costs jump.





GreenEdge Energy

FINANCING OPTIONS · SIDE BY SIDE

# Three Ways to Pay for the Project

| Option | Down | ITC | Semi-annual payment | Annual payment | Total payments | Total interest | 20-yr net savings |
|---|---|---|---|---|---|---|---|
| **A** | $0 | Cash (2028) | $130,800 | $261,599 | $3,923,988 | $1,426,881 | **$5.01M** |
| **B** | $0 | To loan (Dec 2027) | $102,698 | $205,396 | $3,652,368 | $1,155,261 | **$5.29M** |
| **C** | $500K | To loan (Dec 2027) | $75,153 | $150,306 | $2,853,568 | $856,462 | **$5.58M** |

*All options: Holman Capital, $2,497,107 project, 6.41% fixed, 15 years, 30 semi-annual payments (Jun 2027 – Dec 2041). Annual payment shown for 2028–2041. Savings are after any $500K down payment.*

**A** No down payment. Level payments; the District keeps the $674K ITC as cash in 2028.

**B** No down payment. The $674K ITC pays down the loan as payment #2 (Dec 2027), lowering every other payment.

**C** $500K down plus the ITC paydown in Dec 2027. Lowest payments and highest 20-year savings.





GreenEdge Energy

FINANCING OPTION 1 OF 3

# Option A: Level Payments, ITC Kept as Cash

**$5.01M**
20-year net savings vs. doing nothing

**$262K / yr**
Annual payment 2028–2041 ($130,800 semi-annual); ITC kept as cash in 2028

**Where each year's PG&E bill goes with the project**

Paid to PG&E | Paid to loan | O&M + inverters | Saved

### Year 5 (2032)

Do-nothing bill: **$277K**

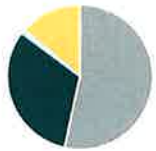


Total net savings thru 2032: **$237K**

| | |
|---|---|
| Paid to PG&E | **$9K** |
| Paid to loan | **$262K** |
| O&M + inverters | **$8K** |
| **Net annual savings** | **-$1K** |

### Year 10 (2037)

Do-nothing bill: **$820K**

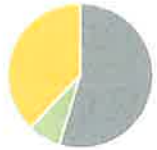


Total net savings thru 2037: **$562K**

| | |
|---|---|
| Paid to PG&E | **$438K** |
| Paid to loan | **$262K** |
| O&M + inverters | **$8K** |
| **Net annual savings** | **$113K** |

### Year 15 (2042)

Do-nothing bill: **$1.19M**



Total net savings thru 2042: **$1.75M**

| | |
|---|---|
| Paid to PG&E | **$648K** |
| Paid to loan | **$0** |
| O&M + inverters | **$88K** |
| **Net annual savings** | **$450K** |

### Year 20 (2047)

Do-nothing bill: **$2.19M**



Total net savings thru 2047: **$5.01M**

| | |
|---|---|
| Paid to PG&E | **$1.43M** |
| Paid to loan | **$0** |
| O&M + inverters | **$10K** |
| **Net annual savings** | **$747K** |





GreenEdge Energy

FINANCING OPTION 2 OF 3

# Option B: ITC Applied to Loan

**$5.29M**
20-year net savings vs. doing nothing

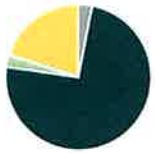
**$205K / yr**
Annual payment 2028–2041 ($102,698 semi-annual); ITC pays down loan Dec 2027

**Where each year's PG&E bill goes with the project**

Paid to PG&E | Paid to loan | O&M + inverters | Saved

### Year 5 (2032)

Do-nothing bill: **$277K**

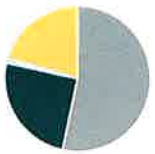


Total net savings thru 2032: **$3K**

| | |
|---|---|
| Paid to PG&E | **$9K** |
| Paid to loan | **$205K** |
| O&M + inverters | **$8K** |
| **Net annual savings** | **$56K** |

### Year 10 (2037)

Do-nothing bill: **$820K**

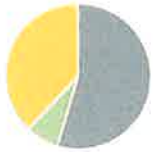


Total net savings thru 2037: **$609K**

| | |
|---|---|
| Paid to PG&E | **$438K** |
| Paid to loan | **$205K** |
| O&M + inverters | **$8K** |
| **Net annual savings** | **$170K** |

### Year 15 (2042)

Do-nothing bill: **$1.19M**



Total net savings thru 2042: **$2.02M**

| | |
|---|---|
| Paid to PG&E | **$648K** |
| Paid to loan | **$0** |
| O&M + inverters | **$88K** |
| **Net annual savings** | **$450K** |

### Year 20 (2047)

Do-nothing bill: **$2.19M**



Total net savings thru 2047: **$5.29M**

| | |
|---|---|
| Paid to PG&E | **$1.43M** |
| Paid to loan | **$0** |
| O&M + inverters | **$10K** |
| **Net annual savings** | **$747K** |





GreenEdge Energy

FINANCING OPTION 3 OF 3

# Option C: $500K Down, ITC Applied to Loan

**$6.08M**
20-year net savings vs. doing nothing (before $500K down payment)

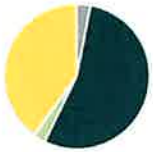
**$150K / yr**
Annual payment 2028–2041 ($75,153 semi-annual); ITC pays down loan Dec 2027

**Where each year's PG&E bill goes with the project**

Paid to PG&E | Paid to loan | O&M + inverters | Saved

### Year 5 (2032)

Do-nothing bill: **$277K**



Total net savings thru 2032: **$306K**

| | |
|---|---|
| Paid to PG&E | **$9K** |
| Paid to loan | **$150K** |
| O&M + inverters | **$8K** |
| **Net annual savings** | **$111K** |

### Year 10 (2037)

Do-nothing bill: **$820K**

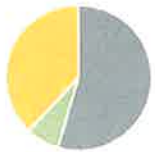


Total net savings thru 2037: **$1.19M**

| | |
|---|---|
| Paid to PG&E | **$438K** |
| Paid to loan | **$150K** |
| O&M + inverters | **$8K** |
| **Net annual savings** | **$225K** |

### Year 15 (2042)

Do-nothing bill: **$1.19M**



Total net savings thru 2042: **$2.82M**

| | |
|---|---|
| Paid to PG&E | **$648K** |
| Paid to loan | **$0** |
| O&M + inverters | **$88K** |
| **Net annual savings** | **$450K** |

### Year 20 (2047)

Do-nothing bill: **$2.19M**



Total net savings thru 2047: **$6.08M**

| | |
|---|---|
| Paid to PG&E | **$1.43M** |
| Paid to loan | **$0** |
| O&M + inverters | **$10K** |
| **Net annual savings** | **$747K** |



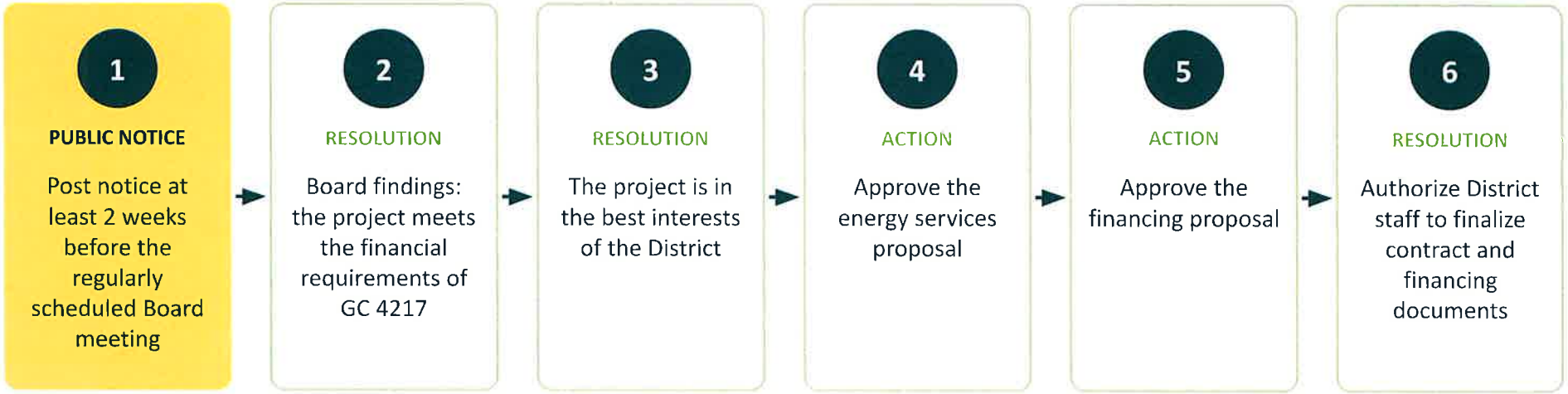


GreenEdge Energy

HOW THE BOARD APPROVES · CA GOVERNMENT CODE §4217

# The GC 4217 Approval Process

AT THE REGULARLY SCHEDULED BOARD MEETING (PUBLIC HEARING)



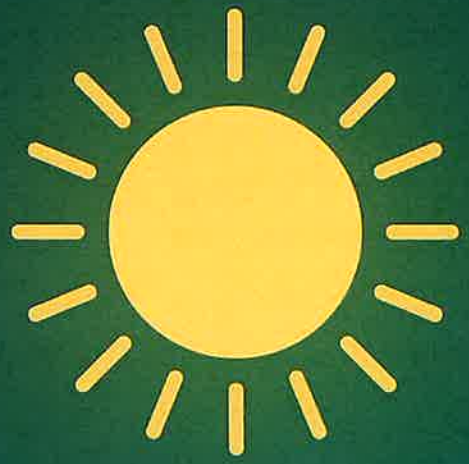

**Required findings:** energy costs with the project are less than without it (§4217.12), and repayment is funded by energy savings (§4217.13).

**Then:** design, DSA approval and construction, in service by Oct 2027 to secure the ITC (deadline Dec 31, 2027).



GreenEdge Energy

GreenEdge Energy



# Thank You

## Questions & Comments

**Nate Schlegel**
nschlegel@greenedge-energy.com
916.607.1002 · greenedge-energy.com

GreenEdge Energy

*Innovate. Integrate. Empower.*

## Energy Services Proposal

### Solar Carports · Inverter Replacement · LED Lighting · EV Charging

| | |
|---|---|
| **Prepared For:** | Durham Unified School District |
| **Site Address:** | Durham High School, 9455 Putney Dr, Durham, CA 95938 |
| **Proposal Date:** | 11/09/2026 |
| **Contract Basis:** | California Government Code §4217.10–4217.18 |


DURHAM
UNIFIED
SCHOOL DISTRICT

# Project Overview

GreenEdge Energy, Inc. proposes to deliver a turnkey 472 kWdc solar carport, inverter replacement, LED lighting and EV charging project at Durham High School for a contract price of **$2,497,107**, under California Government Code §4217.10–4217.18.

This project gives Durham Unified School District four solar canopies over the Durham High School parking lot, restores the existing solar field with 12 new inverters, lights the lot with LED fixtures, and adds 10 EV charging stalls, all paid from avoided PG&E costs. GreenEdge will serve as the single point of accountability for design, DSA approval, PG&E interconnection, construction and commissioning, and will coordinate closely with District staff to keep work away from students and daily operations.

We appreciate the opportunity to partner with Durham Unified School District on this project and are ready to proceed upon Board approval.

Sincerely,

**Josh Veblen**
Founder & President
GreenEdge Energy, Inc.
P: 408.209.3826
E: jveblen@greenedge-energy.com
W: www.greenedge-energy.com

Project contact: Nate Schlegel · nschlegel@greenedge-energy.com · 916.607.1002

## Proposal Summary

| Item | Detail |
|---|---|
| Owner | Durham Unified School District (the "District") |
| Site | Durham High School, 9455 Putney Dr, Durham, CA 95938 |
| Contractor | GreenEdge Energy, Inc., 11601 Blocker Dr, Suite 110, Auburn, CA 95603 ("GreenEdge") |
| Contract type | Energy services contract (design-build, turnkey) per GC §4217.12, with Holman Capital lease-purchase financing per GC §4217.13 |
| Contract price | $2,497,107, fixed price, prevailing wage |
| Federal ITC (elective pay) | $674,132, est. |
| Net cost after ITC | $1,822,975 |
| Year 1 utility savings (2028) | ~$202,000 |
| 20-year net savings vs. doing nothing | $5.01M – $5.58M (2027–2047), depending on Holman Capital financing option |
| Board hearing | Dec 16, 2026 (regularly scheduled meeting) |
| Proposal valid | 60 days from date above |
| Contact | Nate Schlegel · nschlegel@greenedge-energy.com · 916.607.1002 |

The project pays for itself from avoided PG&E costs. It requires no local bond or tax increase.

## Executive Summary

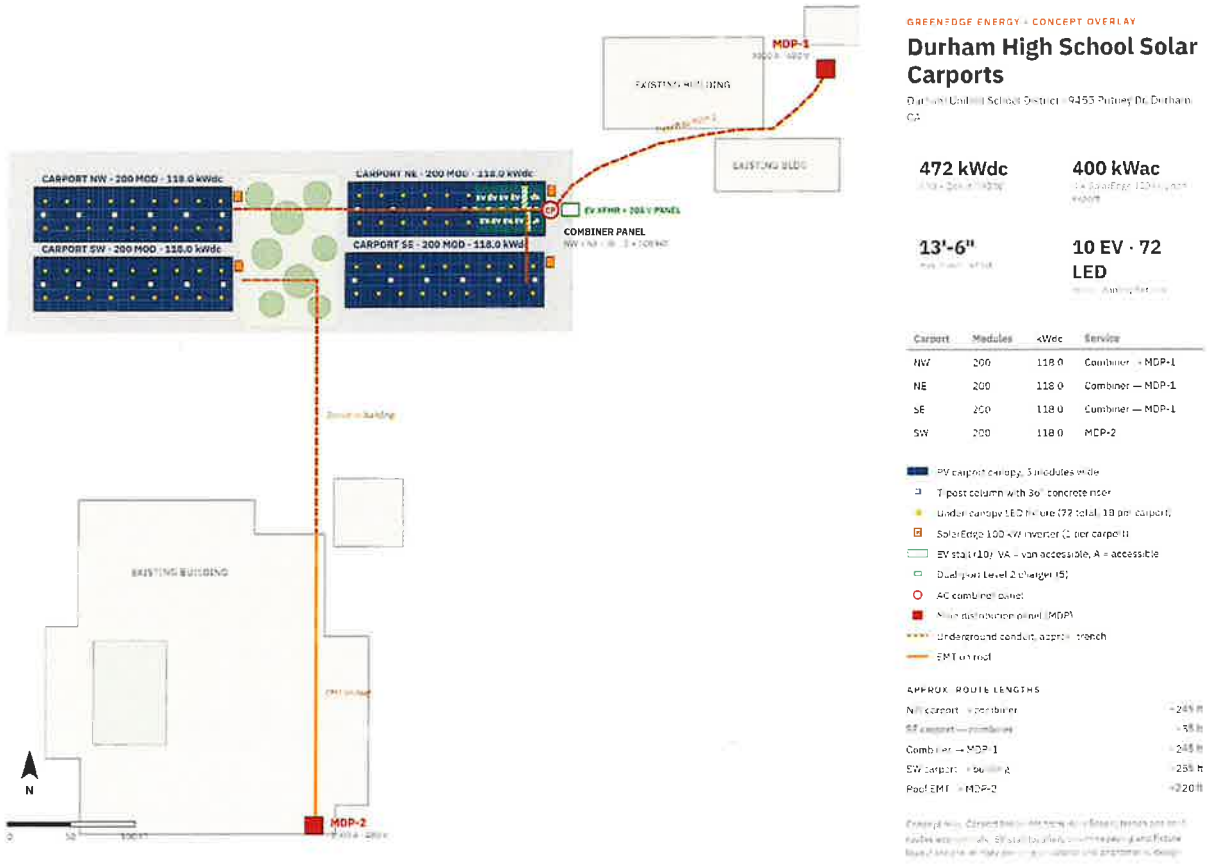
One turnkey contract delivers four solar canopies, replaces 12 aging inverters on the existing array, lights the lot, and adds 10 EV stalls, all paid from energy savings.

| Component | What the District gets |
|---|---|
| Solar canopies | 472 kWdc / 400 kWac, non-export; 800 Qcells 590 W bifacial modules on 4 steel canopies of 200 modules (NW, NE, SE, SW) |
| Inverters (new PV) | 4 SolarEdge 100 kW, 277/480 V, with power optimizers and zero-export controls |
| Existing array | Replace 12 operating Solectria inverters on the ~513 kWdc ground mount; NEM1 legacy status preserved; all 14 units monitored |
| LED lighting | ~72 under-canopy fixtures (18 per canopy), 4000 K, IP65, vandal-resistant; no new poles |
| EV charging | 10 stalls, 5 dual-port Level 2 chargers at 8.3 kW per port; 1 van-accessible and 1 accessible stall |
| Services | Engineering, DSA approval, PG&E interconnection, construction, commissioning, training, monitoring, closeout |

Without the project, the District is projected to pay PG&E **$17.28M** over 2028–2047 for these meters. The existing array's NEM1 / NEM-A legacy period ends in 2037, when PG&E costs step up sharply; the canopies offset that increase.

# Existing Conditions / Site Layout

*Concept overlay: carport locations, points of interconnection and conduit routes at Durham High School.*




## Project Description and Site Design

The four carports sit in the main lot west of the existing buildings and connect as two separate non-export systems, so the existing NEM1 aggregation is not modified.

**Site and utility.** PG&E serves the campus through three 480 V services: one NEM1 generating meter for the ~513 kWdc ground mount (14 Solectria inverters), and two 3000 A switchgear meters on NEMA.

| Carport | Modules | kWdc | Inverter | Point of interconnection | Route to POI |
|---|---|---|---|---|---|
| NW | 200 | 118.0 | 1 × SolarEdge 100 kW | AC combiner → MDP-1 (HS / District Office, 3000 A, 480 V) | ~245 ft to combiner |
| NE | 200 | 118.0 | 1 × SolarEdge 100 kW | AC combiner → MDP-1 | Adjacent to combiner |
| SE | 200 | 118.0 | 1 × SolarEdge 100 kW | AC combiner → MDP-1 | ~55 ft to combiner |
| SW | 200 | 118.0 | 1 × SolarEdge 100 kW | MDP-2 (secondary 3000 A, 480 V) | ~255 ft trench + ~220 ft roof EMT |
| **Total** | **800** | **472.0** | **400 kWac** | Combiner → MDP-1 ~245 ft trench | DC:AC 1.18 |

**Structure.** DSA-preapproved single-column cantilever (T) steel canopies, 5 modules wide, 13'-6" minimum clearance, 5° south-facing tilt. Design to CBC 2022 / ASCE 7-16, Risk Category III. Cast-in-drilled-hole piers with 36" reinforced concrete column risers for vehicle protection.

**Non-export controls.** Each system uses SolarEdge export limitation with a revenue-grade meter and CTs at its service main, set to zero export and fail-safe to zero output on loss of communication. The control package will be UL 1741 CRD PCS-listed for PG&E acceptance.

**EV charging.** 10 stalls on the NE carport, served by a new 480–208Y/120 V step-down transformer (75–112.5 kVA) and 208 V panel beside the combiner. Charging absorbs midday PV that would otherwise be curtailed.

**Lighting.** ~72 under-canopy LED fixtures on 277 V circuits from a new combination panel, run in conduit along the canopy structure.

Carport footprints come from HelioScope; trench routes, EV stall location, column spacing and fixture layout are preliminary pending structural and photometric design.

## Scope of Work & Cost Information

The contract price includes every item below; nothing in this list is priced separately.

### A. Engineering, permitting and interconnection

1. Field verification: switchgear survey of MDP-1 and MDP-2, existing inverter survey, site and utility locates.
2. PE-stamped structural, civil and electrical design; HelioScope production model; photometric plan.
3. DSA plan review and approval for carports, lighting and EV work, including DSA fees.
4. PG&E Rule 21 non-export interconnection applications for both systems, citing Schedule NEM Section C footnote 1 so the NEM1 generating facility and NEMA arrangement are unchanged; PG&E modification notice for the replacement inverters. PG&E application fees included.

### B. Solar carports (472 kWdc / 400 kWac)

1. 800 Qcells 590 W bifacial modules (UL 61730, CEC-listed).
2. 4 SolarEdge 100 kW 277/480 V inverters with commercial power optimizers (one per two modules), UL 1741 SB, CA Rule 21.
3. Zero-export control package (UL 1741 CRD PCS-listed), revenue-grade meters and CTs at each service.
4. Four DSA-approved steel canopies: ASTM A992 / A500 members, hot-dip galvanized purlins, shop-primed and finish-coated columns and beams (District color from manufacturer standards), field touch-up.
5. CIDH concrete piers and 36" reinforced concrete column risers with chamfered edges.
6. Trenching or boring, conduit, conductors, AC combiner panel, disconnects and switchgear modifications per NEC 705.12; roof-mounted EMT to MDP-2.
7. Asphalt saw-cut, patch and restriping within the trench and pier work area.

### C. Existing ground-mount inverter replacement (12 units)

1. IV-curve and insulation-resistance testing of all strings before swap.
2. 12 new 480 V three-phase string inverters, UL 1741 SB, CEC-listed, 10-year minimum warranty, MPPT window verified against existing module Voc and Vmp at site temperature extremes.
3. Total replacement AC nameplate held at or below original PTO AC capacity plus 10% to keep NEM1 legacy status.
4. Removal and recycling of old inverters; mounting on existing racks or new unistrut frames; reuse of conductors that pass testing; OCPD and disconnect replacement where ratings change.
5. Integration so all 14 inverters report to monitoring.

### D. LED lighting

1. ~72 DLC-listed, IP65, wet-location, vandal-resistant 4000 K Type V fixtures mounted to canopy purlins or beams; final quantity per photometric plan.
2. 277 V lighting circuits, combination panel, controls and conduit along the canopy structure.

### E. EV charging

1. 5 dual-port Level 2 chargers, 40 A per port (8.3 kW at 208 V), column- or pedestal-mounted.
2. 480–208Y/120 V step-down transformer (75–112.5 kVA) and 208 V distribution panel.
3. 10 stalls with striping, bollards and EV signage; 1 van-accessible and 1 standard accessible space with accessible route per CBC 11B-228.3.
4. EVSE activation and network commissioning.

### F. Commissioning, training and closeout

1. Witnessed and documented PCS zero-export test; string and inverter functional tests; lighting verification.
2. SolarEdge Monitoring Platform with module-level data, revenue-grade metering per array, cellular communications, District portal access and alerts.
3. Staff training, O&M manuals, stamped as-builts, and warranty package.

### G. Public works compliance

1. Prevailing wage, DIR registration, certified payroll and apprenticeship compliance for GreenEdge and all subcontractors.
2. Insurance per Terms and conditions.
3. Construction fencing, traffic control within the lot, daily cleanup and final site restoration.

## Investment

The figure below reflects a single, lump-sum turnkey price covering the full Scope of Work described above, delivered by GreenEdge Energy as a single point of accountability.

**TOTAL INVESTMENT**

**$2,497,107**

Total Investment: Lump-Sum Turnkey Price

The turnkey contract price is a firm lump sum of **$2,497,107**, including prevailing-wage labor, insurance, DSA and PG&E application fees, and sales tax on materials.

| Price element | Amount |
|---|---|
| Contract price (turnkey, lump sum) | $2,497,107 |
| Federal ITC, elective pay to the District (est.) | ($674,132) |
| Net project cost after ITC | $1,822,975 |
| Optional O&M and inverter reserve (carried in the savings model) | $7,500/yr 2028–2037; $10,000/yr 2038–2047; $78,149 carport inverter replacement in 2042 |

**Contract structure.** The District enters two agreements, each approved under GC §4217:

1. **Energy services contract** with GreenEdge (GC §4217.12) for design, construction, commissioning and monitoring. The District owns the system on completion; no facility ground lease is needed, so the §4217.12(a)(2) rental-value finding does not apply.
2. **Facility financing contract** with Holman Capital Corp. (GC §4217.13), per its lease-purchase financing proposal dated October 30, 2026: 6.41% fixed, 15 years, 30 semi-annual payments in arrears from June 18, 2027 through December 18, 2041. Funding into escrow is December 18, 2026; the rate lock expires if not funded by then. The District takes title on completion, subject to the lessor's security interest.

### Holman Capital financing options (6.41% fixed, 15 years, semi-annual)

| Option | Down payment | ITC treatment | Semi-annual payment | Annual payment (2028–2041) | Total payments | Total interest | 20-yr net savings |
|---|---|---|---|---|---|---|---|
| A | $0 | Kept as District cash (2028) | $130,800 | $261,599 | $3,923,988 | $1,426,881 | $5.01M |
| B | $0 | Applied to loan as Pmt #2 (Dec 2027) | $102,698 | $205,396 | $3,652,368 | $1,155,261 | $5.29M |
| C | $500,000 | Applied to loan as Pmt #2 (Dec 2027) | $75,153 | $150,306 | $2,853,568 | $856,462 | $5.58M (after down payment) |

All options finance the $2,497,107 project; Option C finances $1,997,107 after its $500,000 down payment at installation. Option A keeps level payments and returns the $674K ITC to the District as cash in 2028. Options B and C apply the ITC to the loan as payment #2 on December 18, 2027, so the elective-pay refund must be in hand by then or bridged with District cash. Option C gives the lowest payments and highest 20-year savings; Options A and B need no cash up front. The Board selects one option at the hearing.

## Payment Terms

- Mobilization payment of 30% of the contract price ($749,132) at notice to proceed, followed by monthly applications for payment against the District-approved schedule of values for the remaining 70% ($1,747,975).
- Major equipment (modules, inverters, steel, transformer, chargers) delivered to site or a bonded, insured warehouse is billable on delivery, with title passing to the District.
- The District pays 95% of each approved application; retention is 5% of each payment, never more than 5% of the contract price (PCC §7201).
- The District pays undisputed, properly submitted requests within 30 days and returns any disputed request with written reasons within 7 days (PCC §20104.50).
- At GreenEdge's request, securities may be substituted for retention or retention deposited in escrow under PCC §22300; the District may withdraw escrowed funds on written notice of GreenEdge's default.
- Retention is released within 60 days after completion under PCC §7107, less 150% of any disputed amount.

Price is firm for 60 days from the proposal date. After that, GreenEdge may adjust for documented changes in module, inverter or steel pricing, including tariffs.

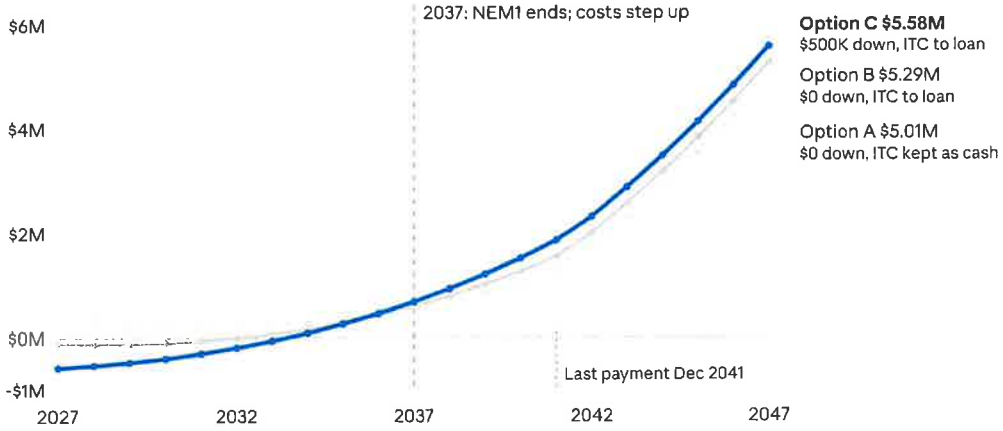
## Energy Savings & Financial Analysis

Every Holman Capital financing option saves the District $5.01M–$5.58M over 2027–2047 compared with doing nothing, starting with about $202,000 of utility savings in 2028.

Without the project, the District is projected to pay PG&E **$17.28M** for these meters over 2028–2047, and more than half of that ($8.36M) falls in Years 16–20. The step-up comes in 2037, when the existing array's NEM1 / NEM-A legacy period ends and its meters move to current tariffs.

## Option C saves the most by 2047: $5.58M net vs. doing nothing

Cumulative net cashflow from 2027 (Year 0); Holman Capital, 6.41%, 15 years; Option C net of its $500K down payment



# Government Code §4217 Compliance

The project qualifies as an energy conservation facility under GC §4217.11(e), so the Board may award it without competitive bidding once it makes the required findings at a noticed public hearing.

## Statutory fit

| GC section | Requirement | How this proposal meets it |
|---|---|---|
| §4217.11(a), (e), (k) | Alternate energy equipment on a public building; parking lots count as public buildings | Solar PV carports and inverters on District-owned parking lot at Durham High School |
| §4217.11(c) | Conservation measures | LED lighting, EV charging that absorbs otherwise-curtailed PV, inverter replacement restoring existing array output |
| §4217.12(a) | Public hearing at a regularly scheduled meeting, notice at least 2 weeks ahead | Hearing Dec 16, 2026; notice posted by Dec 2, 2026 |
| §4217.12(a)(1) | Anticipated energy cost under the contract is less than the marginal cost without it | Cost with project is $5.01M–$5.58M below the $17.28M do-nothing cost over 2027–2047; see Energy savings and financial analysis |
| §4217.12(a)(2) | Ground lease rent offset | Not applicable: District owns the system; no ground lease |
| §4217.13 | Financing repaid from avoided energy costs | All three Holman Capital options are repaid from avoided PG&E costs and the ITC; no bond or tax increase |
| §4217.15 | Rate projection sources (optional) | PG&E current tariffs and escalation; District may also cite CPUC or CEC projections |
| §4217.16 | Award on experience, technology, cost and other factors; RFP optional | District may award directly to GreenEdge on these factors; see Qualifications in Public sector compliance |
| §4217.18 | Flexible structuring | Contract and financing structured to capture the elective-pay ITC |

## Board actions at the hearing

1. Hold the public hearing on the noticed item.
2. Adopt a resolution finding the project meets §4217.12 (cost with project less than marginal cost without it) and §4217.13 (repayment from avoided energy costs).
3. Find the project is in the best interests of the District.
4. Approve this energy services proposal and authorize the energy services contract with GreenEdge.
5. Approve the Holman Capital lease-purchase financing proposal (October 30, 2026) and the selected option (A, B or C).
6. Authorize staff to finalize and execute the contract and financing documents, and file the CEQA notice of exemption.

### Draft findings language (for District review)

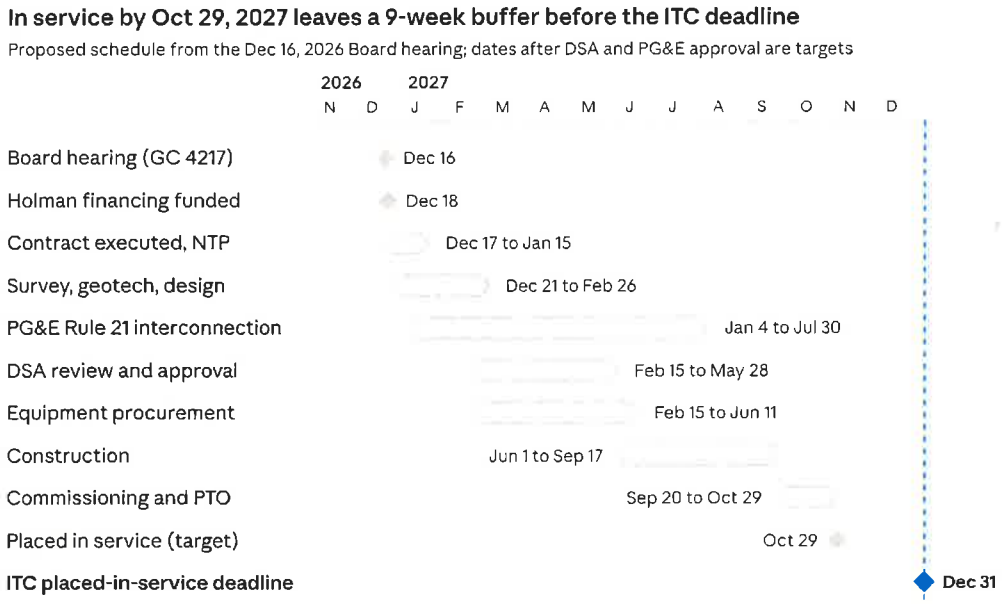
> *The Board finds that (1) the anticipated cost to the District for electrical energy provided by the energy conservation facility will be less than the anticipated marginal cost of electrical energy the District would consume in its absence; (2) funds for repayment of the financing and the cost of design, construction and operation of the facility are projected to be available from funding that would otherwise have been used to purchase electrical energy; and (3) the energy services contract and facility financing contract are in the best interests of the District.*

**Notice timing.** The Board will hear this item at its regularly scheduled meeting on Dec 16, 2026, so public notice must be posted no later than Dec 2, 2026 (GC §4217.12, §4217.13). If notice is not posted by then, the hearing moves to the next regularly scheduled meeting at least 14 days after posting. If the District's bond counsel requires a separate notice for the financing contract, both items can share one notice and one hearing.

**Financing timing.** Holman Capital's rate lock requires funding into escrow by December 18, 2026, two days after the hearing, so the financing documents should be ready to execute when the Board acts.

## Project Schedule

GreenEdge targets placed-in-service by October 29, 2027, about 9 weeks ahead of the December 31, 2027 cutoff for the federal ITC.




*Proposed project schedule · Nov 2026 – Dec 2027*

PG&E interconnection and FEOC-compliant equipment lead times are the critical path, so both start before DSA approval. Carport foundations and steel erection, and the 12-inverter swap on the ground mount, are planned for the June–August summer break to keep work away from students. A missed ITC deadline removes the credit entirely, so any slip in DSA or PG&E review is reported to the District within 5 business days with a recovery plan.

# Why GreenEdge Energy

GreenEdge Energy delivers solar, lighting and EV charging infrastructure as a single point of accountability, from engineering through commissioning, so school operations and student safety are protected throughout construction.

- Single-contractor accountability: one team responsible for engineering, DSA approval, PG&E interconnection, electrical, civil and commissioning scope.
- Turnkey delivery: professionally stamped engineered drawings, DSA and utility coordination, and certified commissioning handled in-house.
- Licensed (CSLB #1140643, Class B and C-10) and DIR-registered California design-build contractor; certificate of insurance available upon request.
- Scheduling coordinated with the District to keep work away from students and minimize disruption to campus operations.
- Direct communication with the District throughout the project, from proposal through closeout.

## Qualifications & Public Sector Compliance

The project is a California public works project on a K-12 campus, and GreenEdge holds the licenses and registrations to perform it.

| Credential | Detail |
|---|---|
| Legal entity | GreenEdge Energy, Inc., California corporation (incorporated Aug 21, 2023) |
| Address | 11601 Blocker Dr, Suite 110, Auburn, CA 95603 |
| CSLB license | #1140643, Class B (General Building) and C-10 (Electrical); expires Jul 31, 2027, renewal to be filed before expiration |
| DIR public works registration | #2000013732, active Jul 1, 2026 – Jun 30, 2027; renewed annually |
| Contractor license bond | $25,000, Nationwide Mutual Insurance Co. |
| Current public-sector work | Coast Union High School solar replacement; Victor Valley Transit Level 2 EV charger installation |

## Requirements and how GreenEdge meets them

| Requirement | Authority | GreenEdge commitment |
|---|---|---|
| Prevailing wage | Labor Code §1720, §1771 | Pays DIR general prevailing wage rates for Butte County to all workers on site |
| Certified payroll | Labor Code §1776, §1771.4 | Weekly certified payroll submitted electronically to the Labor Commissioner and to the District |
| DIR registration of all contractors | Labor Code §1725.5, §1771.1 | GreenEdge and every subcontractor registered before work |
| Apprenticeship | Labor Code §1777.5 | Contract award notices (DAS 140) and apprentice ratios met |
| Subcontractor listing | PCC §4100 et seq. | Subcontractors over 0.5% of the price listed at contract execution; no substitution without District consent |
| Retention and prompt payment | PCC §7201, §20104.50, §7107 | 5% retention; same terms passed to subcontractors |
| DSA approval and inspection | Education Code §17280 et seq.; Title 24 | DSA-approved plans; DSA verified reports at closeout |

| Requirement | Authority | GreenEdge commitment |
|---|---|---|
| Fingerprinting and student safety | Education Code §45125.2 | No worker with student contact starts until DOJ fingerprint clearance, or work areas are fenced off from students with continuous supervision; crews check in at the school office daily and do not use student restrooms |
| District contract certifications | District contract forms | Fingerprinting, drug-free workplace, tobacco-free campus, lead-based materials, hazardous materials and workers' compensation certifications signed at execution |
| Davis-Bacon wages | 40 U.S.C. §3141 et seq. | Applies only if the District's financing includes federal funds; the higher of state and federal rates is paid |
| Campus conduct | District policy | Tobacco-, drug- and alcohol-free site; badged workers; no work in occupied areas without District coordination |
| Iran Contracting Act | PCC §2204 | Certification provided at execution (contract over $1M) |
| Conflict of interest | Gov. Code §1090 | No District officer or employee has a financial interest in this contract |
| CEQA | PRC §21080.35 | District determination; solar on an existing parking lot is expected to qualify for the statutory exemption, with a notice of exemption filed by the District |
| Nondiscrimination | Gov. Code §12990 | GreenEdge complies with FEHA and its nondiscrimination program |
| Records and audit | Gov. Code §8546.7 | 3-year retention after final payment; District audit on reasonable notice |

**ITC sourcing.** Projects starting construction after January 1, 2026 must meet foreign entity of concern (FEOC) material-assistance limits. GreenEdge will source compliant modules, inverters and steel and provide supplier certifications for the District's elective-pay filing.

# Warranty

All manufacturer warranties are issued in the District's name, and GreenEdge warrants its workmanship for 2 years from final acceptance.

| Item | Warranty | Start |
|---|---|---|
| Qcells modules | 30-year linear performance; product warranty per manufacturer | Delivery / installation |
| SolarEdge 100 kW inverters and optimizers | 12-year standard, with extension option | Commissioning |
| Replacement ground-mount inverters (12) | 10-year minimum | Commissioning |
| EV chargers | 5 years | Commissioning |
| Carport steel and paint | Per manufacturer | Erection |
| LED fixtures | Per manufacturer (DLC-listed) | Installation |
| Roof penetrations for EMT to MDP-2 | Watertight for the workmanship period; flashed to keep the District's roof warranty in force | Final acceptance |
| GreenEdge workmanship | 2 years | Final acceptance |

**Warranty service.** During the workmanship period GreenEdge responds to a reported system fault within 2 business days and administers manufacturer claims, including labor to swap warranted equipment.

**Monitoring.** The SolarEdge portal (new arrays) and the integrated data acquisition system (all 14 existing inverters) stay with the District, with alerts to District facilities staff. Ongoing monitoring may run through GreenEdge or a third-party provider.

**Optional O&M agreement.** The savings model carries O&M at $7,500 a year in 2028–2037 and $10,000 a year in 2038–2047, plus a $78,149 carport inverter replacement in 2042 after the SolarEdge warranty ends. A typical scope: two site visits a year (module cleaning, visual and electrical inspection, infrared scan, torque check, monitoring review, written report), year-round remote monitoring response and warranty administration, at prevailing wage. Final O&M price and term are set in a separate agreement.

# Clarifications and Exclusions

Items below are not in the contract price; any the District adds will be priced by change order.

## Clarifications

- Work is priced as one mobilization during normal working hours (Mon–Fri, 7 am–5 pm). Work on weekends, holidays or school-break-only windows at the District's request is a change order.
- Interconnection method (supply-side or load-side) is set by the switchgear survey; a field-verified change in method within the existing gear carries no price change.
- Final fixture count is set by the photometric plan; changes of ±10% from 72 fixtures carry no price change.
- Module, inverter and charger models may change to equal or better listed products to meet FEOC sourcing, lead time or DSA requirements, with District approval.
- The District provides laydown and staging space within the lot, temporary power and water, and access to electrical rooms and switchgear for scheduled shutdowns.
- Planned switchgear shutdowns will be scheduled with the District at least 10 working days ahead, outside instructional hours where possible.
- DSA costs are covered up to 2% of project value. Work required outside of scope will be the responsibility of the District.

## Exclusions

- PG&E-side upgrades, line extensions, transformer replacements or fees beyond interconnection application costs.
- Hazardous materials testing, handling or abatement.
- Unforeseen subsurface conditions (rock, buried utilities or structures not shown on available records, contaminated soil, groundwater); handled under PCC §7104 and the differing-site-conditions clause.
- Asphalt resurfacing, slurry seal or restriping beyond the trench, pier and EV stall work areas.
- Accessibility path-of-travel upgrades outside the EV stalls if DSA requires them under CBC 11B-202.4; GreenEdge will price any DSA-required upgrade before plan approval.
- Battery energy storage.
- DC fast charging; EV network subscription fees.
- Gutters, watertight decking or under-canopy drainage.
- Repair, replacement or diagnosis of the 2 ground-mount inverters faulted since February and June 2026 (separate diagnostic scope); their strings stay isolated and labeled.
- Tree removal or relocation in the landscaped island, and irrigation rework beyond what trenching disturbs.
- CEQA documentation and filing (District determination; see Public sector compliance).
- Bond counsel, financial advisor, and lender fees; financing costs.
- Utility bills, demand charges, and tariff changes during and after construction.

# Terms and Conditions

These terms follow GreenEdge's public-agency solar terms (San Luis Obispo County APCD, RFP 720SOLAR, August 2026). They are aligned with the district-side terms in recent California K-12 GC §4217 energy contracts, including Sacramento City USD's November 2023 energy services contract (a Lozano Smith client district) and Wheatland SD's 2023 Energy Services Master Agreement. They will be carried into the energy services contract.

1. **Contract documents.** The contract consists of the executed agreement, this proposal, the DSA-approved drawings and specifications, and approved change orders. If they conflict, the executed agreement governs, then change orders, then the approved drawings and specifications, then this proposal.
2. **Notice to proceed.** GreenEdge starts design within 5 business days after contract execution and written notice to proceed. Construction does not start before DSA approval of the plans. Equipment is ordered on DSA submittal approval, or earlier at District direction to protect the ITC schedule.
3. **Contract time.** GreenEdge will achieve substantial completion and PG&E permission to operate by October 31, 2027, targeting placed-in-service well before the December 31, 2027 ITC deadline. Contract time extends day-for-day for excusable delays.
4. **Excusable delay.** Delays beyond GreenEdge's reasonable control, and not due to its fault or neglect, extend the contract time: DSA review exceeding its published timeline, PG&E interconnection review or utility work, District-caused delays or access limits, changes in law or tariffs, FEOC-related supply restrictions, manufacturer allocation, unusually severe weather, fire, earthquake, epidemic, labor actions not specific to GreenEdge, and acts of government. GreenEdge gives written notice within 48 hours of the start of the delay and supporting detail within 10 days.
5. **No liquidated damages.** No liquidated damages apply. GreenEdge's remedies for delay are time extensions and, for District-caused delay, compensable costs.
6. **ITC.** The District claims the ITC by elective pay (IRC §6417) and is responsible for its tax filings and pre-filing registration. GreenEdge supplies the cost basis, placed-in-service records, and supplier FEOC and domestic-content certifications.
7. **Changes.** The District may order changes in writing, and the contract time adjusts as needed. Each change order includes an itemized breakdown of labor, materials, equipment and subcontract costs.
8. **Differing site conditions.** GreenEdge notifies the District promptly, and before disturbing them, of subsurface or latent conditions materially different from those indicated or ordinarily encountered, including hazardous materials (PCC §7104). The District investigates and, if conditions differ, issues a change order for cost and time.
9. **Hazardous materials.** GreenEdge is not responsible for hazardous materials it did not bring to the site. On discovery it stops work in the affected area and notifies the District, which arranges testing and abatement.
10. **Title and risk of loss.** Title passes to the District on payment or delivery to site, whichever comes first. GreenEdge bears risk of loss of the work until substantial completion and carries builder's risk coverage for the construction period.
11. **Payment.** A 30% mobilization payment at notice to proceed, then monthly progress payments against the District-approved schedule of values, 5% retention, and prompt payment as set out in Pricing, payment and contract structure. Late payments accrue interest at the legal rate (PCC §20104.50; CCP §685.010).
12. **Substantial completion and acceptance.** Substantial completion occurs when the systems are commissioned, the zero-export test is passed, and the systems can operate as intended. GreenEdge completes punch-list items within 60 business days after substantial completion; after that, the District may complete them and deduct the cost from final payment. Final acceptance follows completion of punch-list items and closeout documents, and the District records a notice of completion.

13. **Warranty.** Warranties are as stated in Warranties, O&M and performance and exclude damage from vandalism, misuse, alteration or repair by others, District-furnished equipment, utility events, and force majeure. Repair or replacement is GreenEdge's sole warranty obligation.
14. **Indemnity.** GreenEdge indemnifies and defends the District, its Board, officers and employees against third-party claims for bodily injury or property damage to the extent caused by GreenEdge's negligence or willful misconduct, excluding claims caused by the District's active negligence or willful misconduct (Civil Code §2782). These obligations survive completion and the warranty period.
15. **Insurance.** GreenEdge maintains: commercial general liability $1,000,000 per occurrence / $2,000,000 aggregate, plus $5,000,000 follow-form umbrella; automobile liability $1,000,000 combined single limit; workers' compensation at statutory limits with employer's liability $1,000,000; professional liability $2,000,000 for design services; and builder's risk for the construction period. Policies are occurrence-form (except professional liability), primary and non-contributory, and written by insurers rated A.M. Best A:VII or better. The District, its Governing Board, officers, employees and agents, and the District's lender, are additional insureds on all policies except workers' compensation, employer's liability and professional liability, with waiver of subrogation. Certificates and endorsements are delivered before work starts, and the District receives at least 30 days' notice of cancellation.
16. **Claims and disputes.** Claims follow PCC §9204 and, where it applies, PCC §20104 et seq., before any Government Claims Act claim. The District responds to a written claim within 45 days, followed by a meet-and-confer and nonbinding mediation if unresolved. Unresolved disputes go to the Superior Court of Butte County. Pending resolution, GreenEdge continues the work and the District continues paying undisputed amounts.
17. **Suspension and termination.** The District may suspend or terminate for convenience at any time on written notice. GreenEdge is then paid pro rata for work performed, plus documented costs for materials delivered or on non-cancelable order and reasonable demobilization. Either party may terminate for material breach not cured within 10 days of written notice, or a longer period if the cure reasonably requires it and is diligently pursued. If the District's facility financing has not closed within 180 days after contract execution, either party may terminate on the same payment terms as a termination for convenience.
18. **Records and audit.** GreenEdge keeps project records during the contract and for 3 years after final payment. The District may audit them on reasonable notice during normal business hours, and they are subject to State Auditor examination (Gov. Code §8546.7).
19. **Documents and incentives.** Drawings, calculations and other project documents prepared for the work become District property on payment; GreenEdge keeps its pre-existing intellectual property. Rebates, incentives, renewable energy credits and other environmental attributes of the system belong to the District except when given to Greenedge as a form of payment.
20. **Assignment.** Neither party assigns the contract without the other's written consent, which is not unreasonably withheld, except that the District may assign to a lender or lessor as needed for the facility financing contract (GC §4217.18).
21. **Notices.** Notices are in writing and take effect on personal delivery, 3 days after certified mailing, or on email with confirmation of receipt.
22. **Governing law.** California law governs. Venue is Butte County.
23. **Validity.** This proposal is valid for 60 days and is subject to execution of a mutually acceptable energy services contract.

## Authorization to Proceed

By signing below, Durham Unified School District authorizes GreenEdge Energy, Inc. to proceed with the Scope of Work and Cost Information described in this proposal for a total investment of $2,497,107, subject to the Clarifications and Exclusions above.

*Signing below accepts this proposal and authorizes the parties to prepare the energy services contract on these terms, subject to Board approval under GC §4217.12 and §4217.13.*

**CLIENT — DURHAM UNIFIED SCHOOL DISTRICT**

Signature: Date:

Print Name / Title:

Board Resolution No.: Financing Option Selected: A / B / C

**GREENEDGE ENERGY, INC.**

Signature: Date:

Print Name / Title: Josh Veblen, Founder & President

GreenEdge contact: Nate Schlegel · nschlegel@greenedge-energy.com · 916.607.1002

# DURHAM UNIFIED SCHOOL DISTRICT

**Board Meeting Date: 11-09-2026**

| |
|---|
| SUBJECT: Approval of the Purchase or Repair of a Diesel Mower |
| |
| PREPARER: Jess Knox, CBO |

| | |
|---|---|
| RECOMMENDATION: | ☑ Approve<br>☐ Do Not Approve<br>☐ Accept<br>☐ Discuss<br>☐ Information Only |

Background:

Approval of the Purchase or Repair of a Diesel Mower.

Quote 1: Industrial Power Products - $22,069.76

Quote 2: OMNIA Partners - Model 400D-1.3L with 72" 4X Rear Discharge Deck $22,645.62

Quote 3: OMNIA Partners - Model 400D-1.3L with 72" Desk $22,659.42

Repair Quote: Industrial Power Products - $8,392.69

# Industrial Power Products

355 E. Park Avenue
Chico, CA 95928
Phone: (530) 893-0584 Fax: (530) 893-3151

**PENDING** 576861

2013 LINCOLN BLVD. OROVILLE, CA 95966 PHONE: (530) 532-0410
901 W. ONSTOTT YUBA CITY, CA 95993 PHONE: (530) 671-0225

Quote 1

| Bill To | Ship To |
|---|---|
| DURHAM UNIFIED SCHOOL DIST.<br>P.O.BOX 300 *****<br>DURHAM, CA 95938 | |

| Customer | Contact | Customer Tax Number | Phone | Cell Phone | Transaction | PO Number |
|---|---|---|---|---|---|---|
| 5515 | | | (530) 895-4675 | | Charge | |

| Counter Person | Sales Person | Date Printed | Reference | Email Address | Department |
|---|---|---|---|---|---|
| Westley Smith | Westley Smith | 10/08/26 | 576861 | | Chico Sales |

## Section 1 ZD1211L-3-72 SETUP WITH MULCH KIT, AND DELIVERED.

| Part Number | Line | Description | Ordered | B/O'd | Shipped | List | Net Each | Amount |
|---|---|---|---|---|---|---|---|---|
| ZD3167 | KUBA | MULCH KIT 72" | 1 | | 1 | $392.00 | $377.00 | $377.00 |

| Model | Line | Description | Sticker | Pay Off | Net | Amount |
|---|---|---|---|---|---|---|
| ZD1211L-3-72 | KUBU | DIESEL 72" MOWER | $23,949.00 | $0.00 | $23,949.00 | $23,949.00 |

VIN _____

Section 1 SubTotal $24,326.00

## Section 2 FEES

| Description | Line | Reference | Quantity | Net Each | Amount |
|---|---|---|---|---|---|
| Sourcewell Dealer Assembly | | | 1 | $55.00 | $55.00 |
| Sourcewell Freight Cost | | | 1 | $318.75 | $318.75 |
| Sourcewell PDI | | | 1 | $400.00 | $400.00 |

Section 2 SubTotal $773.75

## Section 3 SOURCEWELL DISCOUNT

| Description | Line | Reference | Quantity | Net Each | Amount |
|---|---|---|---|---|---|
| Sourcewell Discount | | | -1 | $5,351.72 | ($5,351.72) |

Section 3 SubTotal ($5,351.72)

Invoice Total $19,748.03
Sales Tax $2,321.73

Grand Total $22,069.76

PRICES ON A SALES QUOTE ARE AN ESTIMATE AND IS SUBJECT TO BEING INCREASED. FINAL PRICING AND APPLICABLE PROGRAMS WILL BE ESTABLISHED AT DELIVERY.
Terms: 1% 10 days / Net 30 days from date of invoice except for Tractors, RTVs & Agricultural Implements which are net 1 from date of invoice. 1-1/2% INTEREST per MONTH will be added until paid. ANNUAL RATE is 18% COMPOUNDED MONTHLY. Any tax, assessment or charges levied by any present or future governmental laws, if paid by Seller as the result of the sale described herein, shall be added to the price and paid by the Buyer.

Notes:

Customer acknowledges receipt thereof.

Better Mower
Quote 2nd

*Vendor:*
**Moridge Mfg. Inc.**
105 Old Highway 81 S.
P.O. Box 810
Moundridge, KS 67107

*Contact*
**Brent Dobson**

*Quoted by*
**Robert Ohannesian**

P: (831) 801-6090

**Todd Baker**
*Owner*
E.
P. 209-827-9252 C. 831-261-7259

*Quoted for*
**Durham Unified School District Attn: Steve Suihkonen**
9455 Putney Dr.
Durham Ca. 95938
E.
P: 530-519-2954

OMNIA PARTNERS
**Contract ID:** #20468-22-6640
**Contract Period:** 05/15/2022–05/14/2027
*Quoted Oct 9, 2026*

| | List | Contract |
|---|---|---|
| **Model 400D-1.3L** *(534192)* 1.3L MaxTorque Diesel Engine; "no-gears" hydraulic pump-and-wheel-motor transmission; heavy-duty extra-deep 72" cutting deck; Premier Suspension Seat and shock-absorbing footrest | $25,480.00 | $19,110.00 |
| **72" 4X Rear Discharge Deck** – In lieu of standard 72" deck for 400D-1.3L. *(534374)* | $395.00 | $335.75 |

| | List | Contract |
|---|---|---|
| **533607** – Puncture Proof Semi-Pneumatic Tail Wheel Tires - 13x6.5x6 - Set of 2 (in lieu) | $260.00 | $221.00 |
| **533551** – Foldable ROPS w/ Seatbelt | $165.00 | $140.25 |
| **503629** – Speed-Trimming Roller Kit (LT) | $150.00 | $127.50 |
| **503638** – Speed-Trimming Roller Kit (RT) | $95.00 | $80.75 |

| | List | Contract |
|---|---|---|
| **604025** –High Temp / Low Oil Signal Kit | $164.00 | $139.40 |
| **609015** –Radiator Cleaning Wand | $85.00 | $72.25 |

List Total:

Contract:

+ Freight $750.00

+ Sales Tax $1,668.72 (8.25%)

22645.62

Grand Total:

**Make PO to:** Moridge Mfg. Inc.

**Fax PO to:**

**Email PO to:**

**PO #:** _____

**Approved by:** _____

**Signature:** _____

**Date:** _____

# Grasshopper QuikQuote #62200N01761

Quote 3

*Vendor:*
**Moridge Mfg. Inc.**
105 Old Highway 81 S.
P.O. Box 810
Moundridge, KS 67107

*Contact:*
**Brent Dobson**
bdobson@grasshoppermower.com

*Quoted by*
**Robert Ohannesian**

P: (831) 801-6090

**Todd Baker**
*Owner*
E: bakersuppliesandrepairs@yahoo.com
P: 209-827-9252 C: 831-261-7259

*Quoted for*
**Durham Unified School District Attn: Steve Suihkonen**
9455 Putney Dr.
Durham Ca, 95938
E: sssuikonen@durhamunified.org
P: 530-519-2954

OMNIA® PARTNERS
**Contract ID:** #20468-22-6640
**Contract Period:** 05/15/2022–05/14/2027
*Quoted Oct 18, 2026*

## Power Unit & Deck

| | List | Contract |
|---|---|---|
| **Model 400D-1.3L with 72" deck** *(534192)* 1.3L MaxTorque Diesel Engine; "no-gears" hydraulic pump-and-wheel-motor transmission; heavy-duty extra-deep 72" cutting deck; Premier Suspension Seat and shock-absorbing footrest | $25,980.00 | $19,110.00 |

## Wholegoods

| | List | Contract |
|---|---|---|
| **503707** – QuikAjust Tilt "Tall Boy" Lever Kit | $120.00 | $102.00 |
| **533607** – Puncture Proof Semi-Pneumatic Tail Wheel Tires - 13x6.5x6 - Set of 2 (in lieu) | $260.00 | $221.00 |
| **533551** – Foldable ROPS w/ Seatbelt | $165.00 | $140.25 |
| **503481** – String Trimmer Mount Kit | $125.00 | $106.25 |
| **504571** – Down Discharge Mulching Package - 72" | $260.00 | $221.00 |
| **503629** – Speed-Trimming Roller Kit (LT) | $150.00 | $127.50 |

## Parts (1X–4X, KU, 6X–9X)

| | List | Contract |
|---|---|---|
| **604025** –High Temp / Low Oil Signal Kit | $164.00 | $139.40 |
| **609015** –Radiator Cleaning Wand | $85.00 | $72.25 |

List Total: $27,309.00

Contract: $20,239.65

## Additional Pricing Adjustments

| | |
|---|---|
| + Freight | $750.00 |
| + Sales Tax | $1,669.77 (8.25%) |

Grand Total: $22,659.42

**Make PO to:** Moridge Mfg. Inc.

**Fax PO to:**
**Email PO to:** bdobson@grasshoppermower.com

**PO #:** _____

**Approved by:** _____

**Signature:** _____

**Date:** _____

# Industrial Power Products

Repair Quote

355 E. Park Avenue
Chico, CA 95928
Phone: (530) 893-0584 Fax: (530) 893-3151

**PENDING** **575078**

**Tag Number** **16227**

2013 LINCOLN BLVD. OROVILLE, CA 95969 PHONE: (530) 532-0410
901 W. ONSTOTT, YUBA CITY, CA 95993 PHONE: (530) 671-0225

| Bill To | Ship To |
|---|---|
| DURHAM UNIFIED SCHOOL DIST.<br>P.O.BOX 300 *****<br>DURHAM, CA 95938 | |

| Customer | Contact | Customer Tax Number | Phone | Cell Phone | Warning Threshold | PO Number |
|---|---|---|---|---|---|---|
| 5515 | | | (530) 895-4675 | | $0.00 | |

| Counter Person | Sales Person | Date Printed | Reference | Email Address | Department |
|---|---|---|---|---|---|
| Mike Riggle | Mike Riggle | 10/12/26 | 575078 | | Service Retail |

| Make | Model | Description | Year | Odometer/Hours | VIN |
|---|---|---|---|---|---|
| KUBU | ZD1211L-3-72 | DIESEL 72" MOWER | | 0 | KBGGDCF0ALGC31598 |

| Date Purchase | Tag | Warranty Exp | ESP Expiration | Color | Storage Bin | Engine Number |
|---|---|---|---|---|---|---|
| 03/31/20 | ***16227*** | 01/01/00 | 01/01/00 | | | |

| Date In |
|---|
| 09/10/26 |

Service 1 CUSTOMER NOT SURE WHAT HAPPENED, DRIVE LINE BROKE, HIT HYDRAULIC FILTER AND BROKE IT, CAUSED FIRE, ADVISE

| Part Number | Line | Description | Ordered | B/O'd | Shipped | List | Net Each | Amount |
|---|---|---|---|---|---|---|---|---|
| K5646-32032 | KUB | ASSY JOINT,UNIVERSAL | 1 | | 1 | $541.23 | $541.23 | $541.23 |
| K5975-34710 | KUB | BELT, V MULTI 144 | 1 | | 1 | $124.62 | $124.62 | $124.62 |
| K5662-41200 | KUB | COVER, RH MOWER DECK | 1 | | 1 | $58.80 | $58.80 | $58.80 |
| K3161-11050 | KUB | GASKET, CASE FRONT | 1 | | 1 | $139.34 | $139.34 | $139.34 |
| K3161-11022 | KUB | ASSY COVER, CENTER FR | 1 | | 1 | $2,129.09 | $2,129.09 | $2,129.09 |
| HHK32-16774 | KUB | FILTER, OIL | 1 | | 1 | $57.09 | $57.09 | $57.09 |
| 70000-20002 | KUB | OIL, 2.5 GAL UDT FLUI | 2 | | 2 | $88.32 | $88.32 | $176.64 |
| K3441-62533 | KUB | ASSY, METER | 1 | | 1 | $406.20 | $406.20 | $406.20 |
| K7311-62310 | KUB | RELAY, 20A | 1 | | 1 | $37.65 | $37.65 | $37.65 |
| K3431-62120 | KUB | HARNESS,WIRE MAIN | 1 | | 1 | $347.52 | $347.52 | $347.52 |
| K3441-24560 | KUB | ASSY HOSE 680 | 1 | | 1 | $31.02 | $31.02 | $31.02 |
| K3272-24210 | KUB | ASSY FILTER,FUEL | 2 | | 2 | $33.72 | $33.72 | $67.44 |
| K3441-24410 | KUB | ASSY HOSE 480 | 2 | | 2 | $22.24 | $22.24 | $44.48 |
| K3441-24430 | KUB | HOSE, FUEL 3/8 50 | 2 | | 2 | $6.27 | $6.27 | $12.54 |
| K3282-24450 | KUB | VALVE 1WAY 1/4 X3/8 | 2 | | 2 | $19.84 | $19.84 | $39.68 |
| K3441-24420 | KUB | HOSE, FUEL 5/16 47 | 2 | | 2 | $5.70 | $5.70 | $11.40 |
| K1042-61250 | KUB | CLAMP, CORD | 10 | | 10 | $1.70 | $1.70 | $17.00 |
| 12581-43012 | KUB | ASSY FILTER, FUEL | 1 | | 1 | $10.13 | $10.13 | $10.13 |
| K3441-24482 | KUB | ASSY HOSE 890,1100 | 1 | | 1 | $80.66 | $80.66 | $80.66 |
| K3441-24760 | KUB | JOINT T,FUEL | 1 | | 1 | $16.27 | $16.27 | $16.27 |
| K3181-55410 | KUB | FENDER RH | 1 | | 1 | $823.10 | $823.10 | $823.10 |

| Labor | Line | Mechanic | Description | Amount |
|---|---|---|---|---|
| RL | | Michael Hope | Shop Labor - IPP | $2,720.00 |

| Description | Line | Reference | Quantity | Net Each | Amount |
|---|---|---|---|---|---|
| SHOP SUPPLIES | | | 1 | $5.50 | $5.50 |
| Waste fuel disposal | | | 1 | $10.00 | $10.00 |
| IPP Oil Disposal Fee EPA #CAL000314555 | | | 1 | $5.00 | $5.00 |

Note

CALL BOB 228-8627 WITH ESTIMATE OR INFO EMAIL ADDRESS IS:
BOBMCGUFFIN556@GMAIL.COM (TJ)
*****NOTE*****
THIS IS A VISUAL ESTIMATE ONLY, WE CANNOT TELL WHAT ELSE MIGHT BE NEEDED UNTIL ITEMS LISTED ARE REPLACED. HYDRAULIC SYSTEM AND ENGINE MIGHT NEED ADDITIONAL WORK, ESTIMATE IS LIKELY TO INCREASE, POSSIBLY SUBSTANTIALLY.

| | |
|---|---|
| Invoice Total | $7,912.40 |
| Sales Tax | $480.29 |
| Grand Total | $8,392.69 |

| Notes: | | Customer acknowledges receipt thereof: |
|---|---|---|

# DURHAM UNIFIED SCHOOL DISTRICT

**Board Meeting Date: 11-09-2026**

| | |
|---|---|
| SUBJECT: Approval of the Purchase of a New Diesel Bus | |
| | |
| PREPARER: Jess Knox, CBO | |
| RECOMMENDATION: | ☑ Approve<br>☐ Do Not Approve<br>☐ Accept<br>☐ Discuss<br>☐ Information Only |

Background:

Approval of the Purchase of a Diesel Bus.

Quote 1: AZ Bus Sales - 2027 Bluebird 78 passenger - $310,322.84

Quote 2: Bus West - 2027 Thomas 84 passenger - $318,513.59

Quote 3: Bus West - 2026 Thomas 72 passenger - $245,001.01

Preferred quote is option 2, due to the passenger capacity and storage.

Quote 1



3418 52nd Ave
Sacramento, CA, 95823
(800) 458-6363
https://a-zbus.com

Larry Lozano
(916) 709-2297
LLozano@A-ZBus.com

Quote #SAC15928

June 26, 2026

# 2027 (or) Newer Blue Bird T3RE 3904

| | | | |
|---|---|---|---|
| Customer: | Durham Unified School District | Attn: | Eric Kolstad |
| | | Phone: | |
| Mailing Address: | 9420 Putney Rd<br>Durham, CA, 95938 | Email: | ekolstad@durhamunified.org |

| | | | |
|---|---|---|---|
| Quantity: | 1 | Wheelbase: | 259" |
| GVWR: | 33,000 | Transmission: | Allison 3000 PTS 6 SPD |
| Engine: | CUMMINS B6.7L 300HP | Suspension: | Spring/Air |
| Fuel Type: | Diesel | Brakes: | Air Disc |
| Fuel Port: | Standard | Upholstery: | Blue |
| Capacity: | 78 AMB | WC Lift: | N/A |
| AC: | Roof Mount AC System | | |

## Body Content

- 'STOP WHEN RED LIGHTS FLASH'
- 2 PC CURVED TINTED W/S
- 3" REFLECTOR,STANDARD,3M DIA GRADE
- 77IN HEADROOM REAR ENGINE
- ACOUSTIC HEADLINING FULL LENGTH
- AIR HORN,MOUNTED UNDER FLOOR
- ARMREST,RH,DRIVER,SEAT,NATIONAL
- BARRIER, 39 INCH HIGH BACK
- BUZZER,L/H SIDE EMERG DOOR
- BUZZER,R/H SIDE EMERG DOOR
- BUZZER,REAR EMERG WINDOW
- CIRCUIT PROTECTION,BREAKERS,MANUAL RESET
- CIRCUITS,SPARE,BODY HARN,TWO,14 GA
- CONTROL,STROBE,S/CONT,W/PILOT
- CONTROLS,CONFIG,W/L,OPT #4,8-LGT,RH
- DAYTIME RUN LGTS,W/ P/BRAKE DEACTIVATE

- DELETE LOGO, FLAPS REAR
- DELETE,ROOF HATCH BUZZER
- DOME,2 ROW/2 SWITCHES,F & R,CONFIG
- DOOR CONTROL,AIR PWR,MOM SW,2-POS
- DOOR SWITCH,STEPWELL LIGHT
- DOOR,ENGINE CMPT,PERFORATED
- EMERGENCY DOOR ARROWS
- EMERGENCY DOOR LS 28IN
- EMERGENCY DOOR RS 28IN
- END CAP,RUB RAIL,STAMPED STEEL
- ENG,CUM B6.7,DSL,300HP@660LB-FT,CARB,CA
- ENGINE EMISSIONS CONTROL,CARB,2025
- EXTERIOR SOLID NSBY
- FAK,CALIFORNIA,METAL CASE
- FE 5 LB DRY W/HOSE (DRIVERS CPT)
- FENDERS FRONT RUBBER
- FENDERS REAR RUBBER
- FILTER,FUEL,FRAME MOUNTED
- FLAPS FRONT, FULL LENGTH
- FLAPS REAR WITH BB LOGO
- FLAPS,FRONT OF REAR WHEELS
- FORWARD GRABRAIL
- GALVALUME I/S PNL,FULL HEM, TEXTURIZED
- GLASS,ENT DR,LOWER,TINT,LAM
- GLASS,ENT DR,UPPER,TINT,LAM
- GLASS,SIDE EMER DR,DK TINT,TEMP
- GRIP HANDLES
- HANDRAIL,ENT DR,BARRIER 3.25 - 5.25
- HEADLAMPS,LED
- HOLDER,CERTIFICATE,7-5/8 X 9-1/4
- HOODS,WARNING LIGHTS,INDIVIDUAL
- HORN,BACKING SAFETY,112 DB
- HOSE,HTR,EPDM,W/CT CLAMPS
- INDICATOR,W/L SYSTEM,AMBER/RED
- INSULATED DRIVERS AREA
- INSULATION,BODY,FIBERGLASS,ADDITIONAL
- INSULATION,BOW CAVITY,FIBERGLASS
- LAMPS,HAZARD,2-AMBER,4IN,ENG CMPT
- LATCH,LOCKING,DOOR BATTERY CMPT
- LIGHT,PILOT,EXIT
- LIGHT,STEPWELL,LED
- LIGHTS,CL/MK,LED,2 AMBER,2 RED
- LIGHTS,DIR,FRONT AMBER LED
- LIGHTS,DIR/MKR,SIDE,LED,FRT,BELT
- LIGHTS,DIR/MKR,SIDE,LED,REAR,BELT
- LIGHTS,DIRECTIONALS,RR,AMBER LED
- LIGHTS,ID,GROMMET MOUNT,LED
- LIGHTS,MKR,LED,INTERMEDIATE
- LIGHTS,PILOT,W/L SYSTEM,LOC,RH
- LOCATION,STOP ARM,REAR

- LOCK,SECURITY,ENT DOOR
- LOGO,BIRD ONLY,VINYL,BLACK
- LOOM,BODY HARNESS,FULL
- LUGGAGE CMPT LIGHT-PASS THRU CMPT
- MARKER LGT CONTROL,STEPWELL LGT
- MODULE,SEAT,COLOR,BLUE
- PACKAGE,STATE,CALIFORNIA
- PAINT DESIGN,BRIGHT WHITE ROOF,12.5 IN
- PAINT,HEADLIGHT BEZELS,NSBY
- PAINT,RUBRAILS ONLY,FULL WIDTH BLACK
- PANEL,MODESTY,BARRIER,DRIVER,LH
- PANEL,MODESTY,BARRIER,ENT DOOR
- PANEL,SIDE,16 GA,25 3/4 SKIRT
- PASS THRU LUGGAGE COMPT 94 CU FT
- PILOT,STROBE LIGHT,ADDITIONAL INDICATION
- PLYWOOD FLOOR 1/2IN THICK
- PLYWOOD FLOOR SCREWED DOWN
- POWER,BAT CONTROL,CLER/CSTR/ID LGTS
- POWER,BAT CONTROL,DOME LIGHTS
- POWER,BAT CONTROL,ENTRANCE DOOR
- POWER,BAT CONTROL,WARNING LIGHTS
- RADIO AM/FM/USB/AUX/ BT WITH PA
- RETAINER SIDE EMERG DOOR LH
- RETAINER SIDE EMERG DOOR RH
- SEAT BELT,DRV,3 PT,SINGLE RETRACT,BLACK
- SEAT,39,3PT,3PASS,DAV,IMMI
- SEAT,39,3PT,3PASS,FLIP,IMMI,SBR-U
- SEAT,39,3PT,3PASS,FM,IMMI,SBR-U
- SEAT,39,3PT,3PASS,GM-FM,IMMI,SBR-I
- SEQUENCE,W/L SYSTEM,NON-SEQUENTIAL
- SLIDING BOLT VANDAL LOCK - SED
- SPEAKER,O/S,UND FLR,W/WIRING
- SPRING,GAS,NON-LOCKING
- SPRING,GAS,PASS-THRU LUGG CMPT DOOR
- STEEL FLOOR TRIM
- STEPTREAD,VINYL,BLACK
- STEPTREAD,VINYL,RIBBED
- STEPWELL PROTECTION
- SWITCH,DOOR CONTROL,LOC,RH
- SWITCH,EMERGENCY OVERRIDE
- SWITCH,NOISE SUPPRESSION,LATCHING
- SWITCH,W/L MASTER,LOC,RH
- SWITCH,W/L START,LOC,RH
- SWITCH,W/L START,MANUAL
- SWITCH,W/L,EM OVERRIDE,LOC,RH
- SWITCH,W/L,MASTER,GREEN PILOT
- SYSTEM,WARN,8-LGT,N/SEQ
- TRIANGULAR WARN DEVICE FLR,W/STRAP
- TRIM,AISLE,ALUMINUM
- UPH,FIRE BLOCK,BLUE,BARRIER

- VANDAL LOCK - REAR EMERGENCY WINDOW
- VENT,ADVANTAGE,STANDARD
- VINYL,REFL,ROOF HATCH,WHITE,3M
- VINYL,REFL,RR EMER WDW YELLOW,3M
- VINYL,REFL,SD EMER DR YELLOW,3M
- VISOR,ACRYLIC,LEFT SIDE,ADJUST,OPAQUE
- WARRANTY, BRONZE 2/10
- WARRANTY,CUMMINS,CARB
- WDO ASSY,DRVR,GREEN TINT,LAM,BLK
- WINDOW,REAR EMERG,DK TINT,TEMP
- WINDOW,REAR EMERGENCY
- WIRING,DIR,SIDE,FRONT,BELTLINE
- WIRING,DIR,SIDE,REAR,BELTLINE
- WIRING,S/ARM,ELECT W/INDEP FLSHR
- WIRING,W/L SYSTEM,14 GA
- YELLOW ENTRANCE DOOR
- PACKAGE,COMPRESSOR PREP,A/C,B6.7 RE
- BATTERY COMPARTMENT,ROLLER TRAY,CHAS MTD
- BODY CONSTRUCTION FM/CMVSS 221
- INSULATION,BODY,POLYESTER/FIBERGLASS
- INSULATION,ENTRANCE DOOR HEADER
- LATCHES,LOCKABLE,ACCESS DOORS
- LETTERING,"SCHOOL BUS"8",1-1/4 STRK
- LETTERING,EMERGENCY EXIT,ABOVE EXIT
- LETTERING,EMERGENCY,EXTERIOR,VINYL,BLAC K
- LETTERING,EMERGENCY,INTERIOR,VINYL,BLAC K
- ACCESSORY POWER SOCKET W/CAP,BATTERY
- CONSOLE MOUNT,ARM REST
- FAN,AUXILIARY,UPPER CENTER,6"
- FAN,AUXILIARY,UPPER LEFT,6"
- HOLDER,CUP
- DOOR,ENT,OUTWARD OPENING W/AIR ACTUATOR
- STEPWELL, GALVANIZED
- HEATED MIRROR,EXT,15 MIN TIMER
- MIRROR,CROSSVIEW,EYE-MAX LP
- MIRROR,EXT,OPEN VIEW,ES SPLIT SYSTEM
- COVERING,FLOOR,RUBBER,BLACK
- HEATER,12K,DRIVERS
- HEATER,50K,LH,FRONT,F/M
- HEATER,50K,LH,REAR,F/M
- LIGHT,4" BACKUP,LED,VANDAL RESIST
- LIGHT,4" LED,STOP/TAIL,VANDAL RESIST
- LIGHT,7" STOP/TAIL,LED
- LIGHTS,WARN,LED,8-LGT,AMB/RED
- LIGHT,2 DOME,DRIVERS,LED,SEPARATE SW
- LIGHT,STROBE,SELF-CONT,LED,CLEAR
- LIGHTS,DOME,120 LUMENS,LED
- LOCATION,STROBE,4 FEET FROM REAR OF ROOF

- MIRROR,REARVIEW,REMOTE CONTROL
- PAINT, INTERIOR, ASTRO WHITE
- WRG,2-WAY RADIO,CTR DASH MNT(07829)
- MIRROR,REARVIEW,INT 6X30,W/MONITOR
- D/SEAT,NATIONAL,PREM,AIR,MORD,CHAR
- WHEELS,STEEL,8.25X22.5,YEL,5HH
- WIRING,VIDEO MONITORING SYSTEM
- SPEAKER,DLX,8 SPKR SYS W/WIRING
- CAMERA,SYSTEM,BACK UP VIEW
- STOP ARM,ELEC,LED,HI-IN,CLUSTER
- COMPARTMENT,STORAGE,OVERHEAD,LOCKNG
- WINDOW,S/S,12",TEMP,TINT,BLK

## Chassis Content

- AIR CLEANER,MULTI STAGE
- ALTERNATOR,LEECE-NEV,BRUSHLESS,350 AMP
- AMMETER
- ANTIFREEZE,ES COMPLEAT,CUMMINS (BLUE)
- BALANCE FRONT WHEELS
- BRAKE,EXHAUST,VGT
- BRAKES,ANTI-LOCK(ABS),AIR
- BUMPER,FRONT,STEEL 12IN
- BUMPER,REAR,STEEL
- CERTIFICATION,GVWR 33000 LBS
- DECAL,CLEAN IDLE,CARB
- DECAL,CLEAN IDLE,EPA ONLY
- DRYER,AIR,BENDIX AD-IP
- EXHAUST,PRIMARY,SING CAN A/T,CUM
- FILTER,COOLANT WATER
- FLUID,TRANSMISSION,SYNTHETIC
- FUEL TANK DOOR,SPRING-LOADED,LOCKING
- GAUGE,MULTIFUNCTION,REAR ENG CMPNT
- GAUGE,SPEEDOMETER, MILES
- GOVERNOR,ROAD SPEED,70 MPH
- HI TEMPERATURE EXHAUST COOLING
- HOSE,COOLING,SILICONE,W/CONST TRQU CLAMP
- LUBRICATION,OIL,PETROLEUM,AXLE
- PROGRAM,TCM,F/S 2.0,GHG
- RESERVOIR,ADDITIONAL WET TANK
- SPACER,SPRNG,2IN,FRONT SUSP
- SUSPENSION,AIR,REAR,HENDRICKSON,21K
- SWITCH,BATTERY DISCONNECT
- TORQUE MGNT,ISB ENGINE 40179
- TRANS,ALLISON,3000PTS,6 SPD,
- UNDERCOAT,MODIFIED WAX,PREMIUM
- VALVE,DRAIN,MANUAL,AIR TANK
- WHEEL WEIGHTS, ZINC
- AXLE,REAR,21K LBS,6.17
- AXLE,STEER,HENDRICKSON NXT,14600 LBS
- SUSPENSION,SPRG,FRT,SOFTEK,14600
- BATTERIES,GROUP 31,THREE
- BRAKES,AIR DISC,BENDIX
- TOW HOOKS, FRONT
- WHEELBASE,259 INCH
- CRUISE CONTROL
- PEDALS,ADJUSTABLE
- FUEL SYSTEM,DSL,100 GAL BFR RH FILL
- SWITCH,IGNITION,KEYED ALIKE
- ELECTRONIC STABILITY CONTROL
- CERTIFICATION,4-WHEEL ALIGNMENT

- TIRE,KUMHO,12R22.5,LRH,KRS02

## Dealer Added Content

- CHP, Lettering, & Dealer Prep Adds
- EP1 Child Check safety system - Wired to CA Specs
- Fog lights in front bumper area
- Roof Mount AC System
- Electric air drain valves with controls in Dr's compt.
- First Light Illuminated Stop Arm
- PDI - Pre Delivery Inspection

| Pricing | |
|---|---|
| Unit Price before Sales Tax: | $ 286,681.61 |
| Taxable Amount: | $ 286,681.61 |
| Non-Taxable Amount: | $ 0.00 |
| 8.250% Sales Tax Total: | $ 23,651.23 |
| Total Per Unit w/Sales Tax Included: | $ 310,332.84 |
| Grant per bus | -$0.00 |
| Total Grant Amount | -$0.00 |
| | |
| Grand Total For 1 Unit(s): | $310,332.84 |

## Acceptance

Signature: _____ Title: _____

Name: _____ Date: _____

***Notice of Intent to Purchase:**
By signing this vehicle quotation above, it signifies the intent of Durham Unified School District to purchase the vehicle(s) as listed on this document, from A-Z Bus Sales, Inc. This purchase is based on this Vehicle quotation and is subject to approval by our School Board at their _____ (date) Board meeting. _____ (Initial Here)

*All pricing is based upon the Durham Unified School District piggyback bid awarded to A-Z Bus Sales. A copy of all piggyback bid documents is available from A-Z Bus Sales, Incorporated.

*Tariff surcharges will vary dependent upon US trade agreements on supplier imports at time of bus completion. Any tariff surcharge must be added and collected at time of invoice. _____ (Initial Here)

***This is a stock unit and is subject to prior sale.**

*All pricing valid for 30 days, or availability of stock units at time of purchase order. Prices quoted herein are based upon Federal, State, and Local Laws and Regulations governing truck equipment and performance levels in effect as of the date hereof. Buyer will pay for any equipment or performance changes, modifications, or additions required by any changes in such laws or regulations subsequent to the date hereof at the increased cost to Seller.

Required Information

**Delivery Address:** **Initial here:** _____

_____

**DMV Information:**

Please confirm DMV registration name and address by signing below. Fill other sections as applicable.

Register To Name: _____

Register To Address: _____

Signature Confirming DMV Address: _____

Signature, Name & Title

☐ Exempt ☐ Private ☐ Out of State | Customer Demand

**Lettering Information:** **Initial Here:** _____

Beltline Lettering: _____

CA #: _____ Unit #s: _____

**Lienholder Information:** (if none, write "none")

Lienholder Name: _____

Contact Person: _____

Contact Number: _____

**Grant Information:** (if applicable)

Agency Name: _____ Grant Deadline: _____

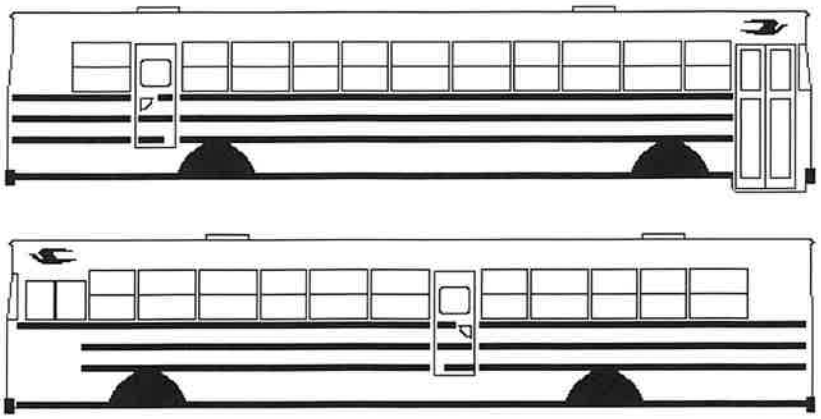
**CLOVIS USD CO-OP BID #2963 PRICE RECONCILIATION** SAC15928

Blue Bird T3RE3904S 259" WB 78 Pax - AC
Cummins B6.7L 300HP Diesel / Allsion 3000 PTS Automatic

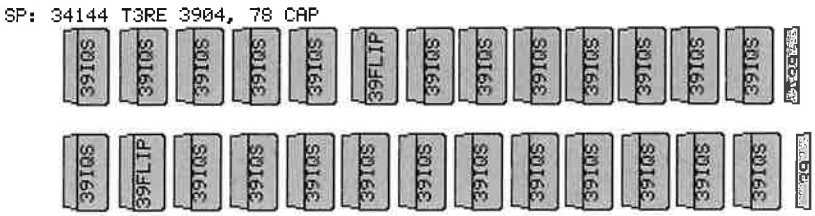
| | |
|---|---|
| 7 Base) Clovis co-op pricing - 2024 | $202,954.00 |
| 7) 5% base price increase - 2025 | $10,147.70 |
| 7) 5% base price increase - 2026 | $10,655.10 |
| 5) Build Option Package - Deluxe | $48,663.25 |
| 17) CARB compliance upcharge | $11,025.00 |
| 29) Blue FB upholstery | $0.00 |
| 40) Allison 3000 PTS/SEM transmission | $7,382.34 |
| 45) 100 gallon fuel capacity | $637.25 |
| 50) 12R tires | $1,113.53 |
| 53) Steel wheels (6) | $0.00 |
| 54) Remove aluminum wheels | ($3,575.41) |
| 57) Paint steel wheels yellow (6) | $92.61 |
| 62) Remove single luggage | ($1,438.76) |
| 67) 50k BTU floor heater - QTY 2 | $1,259.06 |
| 68) 12k BTU driver's heater | $431.08 |
| 69) Heater water pump | $413.44 |
| 79) LED light package - Interior | $782.78 |
| 81) Remove LED Standard Stop Arm - Rear | ($271.22) |
| 82) First Light Illuminated Stop Arm | $2,068.29 |
| 111) Air conditioning Inwall freeblow Roof mount | $18,709.43 |
| 117) 2yr Extended Limited factory warranty | $1,001.07 |
| 123) Factory Discount | ($25,368.93) |
| **Total per bus before sales tax** | **$286,681.61** |

| Quote Id: 235979 | Body Plan / Seat Plan Information |
|---|---|

Body Plan: 5015138



Seat Plan: 34144




| Quote Id: 235979 | Seat Plan Spacing Chart |
|---|---|

Quote 2nd

BUSWEST

# Bid Form

June 3, 2026

Customer Order No.: SBTH SB8357

Honorable Board of Trustees
Durham Unified School District
9420 Putney Drive
Durham, CA 95938

BusWest respectfully submits for your consideration our bid to supply 1 complete 84 pax passenger school bus as follows:

| | | | | | |
|---|---|---|---|---|---|
| **Chassis Make:** | Thomas | **Model:** | CHSY | **Model Year:** | 2027 |
| **Wheelbase:** | 277" | **Engine:** | Cummins L9 | **Horsepower:** | 300 |
| **Body Make:** | Thomas | **Model:** | HDX2 | **Capacity:** | 84 pax |
| **Transmission:** | Allison 3000 PTS | | | | |
| **Delivery Date:** | 180-210 Days after receipt of order | | | **Subject to Prior Sale:** | No |

| | | |
|---|---|---|
| **Cash Purchase Price** (each): | | $ 294,110.00 |
| **Doc Fee:** | | $ 85.00 |
| **Sales Tax @:** | 8.250% | $ 24,271.09 |
| **CA. Recycle Fee:** | $1.75 ea. tire | $ 10.50 |
| **Electronic Filing Fee:** | | $ 37.00 |
| **Total** | | **$ 318,513.59** |

We have examined the detailed minimum specifications established by the school board and guarantee this bid to be in accordance thereto. Above price includes all dealer prep., pre-delivery service, necessary lettering, F.O.B. school district and documentation fee.

Tania Kaylor, Sales Representative

Customer

**Quote No.: SB8357**

***Quote is good for thirty (30) days**

**Subject to change due to volatile market/tariff increases*

To view our full product line and services, please visit www.buswest.com

Quote 3*

BUSWEST

Thomas Built Buses

# Bid Form

June 3, 2026

Customer Order No.: SBTC SB8178

Honorable Board of Trustees
Durham Unified School District
9420 Putney Drive
Durham, CA 95938

BusWest respectfully submits for your consideration our bid to supply 1 complete 72 pax passenger school bus as follows:

| | | | | | |
|---|---|---|---|---|---|
| **Chassis Make:** | Freightliner | **Model:** | B2 106 | **Model Year:** | 2026 |
| **Wheelbase:** | 279" | **Engine:** | Cummins ISB | **Horsepower:** | 260 |
| **Body Make:** | Thomas | **Model:** | Saf-T-Liner C2 | **Capacity:** | 72 pax |
| **Transmission:** | Allison 2500 PTS | | | | |
| **Delivery Date:** | 30-180 Days after receipt of order | | | **Subject to Prior Sale:** | Yes |

| | |
|---|---|
| **Cash Purchase Price** (each): | $ 226,200.00 |
| **Doc Fee:** | $ 85.00 |
| **Sales Tax @:** 8.250% | $ 18,668.51 |
| **CA. Recycle Fee:** $1.75 ea. tire | $ 10.50 |
| **Electronic Filing Fee:** | $ 37.00 |
| **Total** | **$ 245,001.01** |

We have examined the detailed minimum specifications established by the school board and guarantee this bid to be in accordance thereto. Above price includes all dealer prep., pre-delivery service, necessary lettering, F.O.B. school district and documentation fee.

Tania Kaylor, Sales Representative

Customer

**Quote No.: SB8178**

***Quote is good for thirty (30) days**

**Subject to change due to volatile market/tariff increases*

To view our full product line and services, please visit www.buswest.com

# DURHAM UNIFIED SCHOOL DISTRICT

**Board Meeting Date: 11-09-2026**

| | |
|---|---|
| SUBJECT: Approval of the Updated Ag New Trailer Quote | |
| | |
| PREPARER: Jess Knox, CBO | |
| RECOMMENDATION: | ☑ Approve<br>☐ Do Not Approve<br>☐ Accept<br>☐ Discuss<br>☐ Information Only |

Background:

Approval of the Updated Ag New Trailer Quote.

Featherlite of Northern California - $49,169.77

Updated Quote

Featherlite of Northern California

FEATHERLITE TRAILERS

13317 Highway 49 Grass Valley, CA 95949 • 530-273-8870 • Fax 530-273-2772 • Toll Free 800-941-5004

Brady Deaton

# Trailer: Bill Of Sale

**Trailer Model:** F/L 8127 G/N Stock 7' Wide X 24' Length X 6.5' TALL **Date:** 10-21-26

**V.I.N Number:**

**Sold To:** Durham Unified School District DL# DL#

**Mailing Address:** 9420 Putney Drive

**City, State, Zip:** Durham, CA 95938

**Telephone:** 530-708-0889 **Fax:** **Email:** bdeaton@durhamunified.org

Special Pricing

| Code | Add'l Options | Cost | | |
|---|---|---|---|---|
| | | Included | TRAILER COST: | $ 45,300- |
| | Alum Floor | " | OPTIONS: | $ Included |
| | (2) 7K Dexter Torsion Axles | " | DOC: | $ 70.00 |
| | (4) Wheel Nev-R-Adjust Brakes | " | TAXABLE TOTAL: | $ 45,370 - |
| | (5) 16" E Rated Radial Tires 8 Lug | " | COUNTY Butte | |
| | rear ramp | " | TAX 8.25 % | $ 3743.03 |
| | Side ramp | " | CA TIRE FEE # X $1.75 | $ 8.75 |
| | Western PKG | " | LICENSE FEE | $ 48.00 |
| | LED Lights Int & Ext | " | TOTAL SALES: | $ 49169.77 |
| | All options on quote | " | PARTIAL PAYMENT: | $ |
| | are included | | TRADE-IN: | $ |
| | | | | |
| | | | BALANCE DUE: | $ |
| | Total Cost: | — | | |
| | Labor: | — | | |
| | Total Options: | Included | | |

(Discounted Check or Cash Price)

**THANK YOU**

Purchaser Signature: X F/L Rep: Mark

FEATHERLITE TRAILERS.

| Quote No | Schedule Date | So Date | PO Num | Page |
|---|---|---|---|---|
| 573689 | Pending Approval | | VC167207 | 1 of 2 |


Featherlite Inc.
P.O. Box 320
Highway 63 & 9
Cresco, IA 52136
563-547-6000
800-800-1230
salesdesk@fthr.com


BILL TO: 020422
FEATHERLITE OF NORTHERN CALIFORNIA, INC
13317 HWY 49
GRASS VALLEY, CA 95949

Phone: 530-273-8870
Fax: 530-273-2772

Sales Rep:

SHIP TO: 020422
FEATHERLITE OF NORTHERN CALIFORNIA, INC
13317 HWY 49
GRASS VALLEY, CA95949

Phone: 530-273-8870
Fax: 530-273-2772

F.O.B.: CRESCO, IA

Terms:

Ship Via: FTHR TRANSPORTATION

| Part Number | | UM | Qty | Description | Dealer Price |
|---|---|---|---|---|---|
| Order Notes: QUOTE 367. (/DURHAM UNITED SCHOOL DISTRICT-BRADY DENTON) | | | | | |
| 1277024-VC167207 Revision No: 5 | | | 1.00 | 8127 PERFECTFIT STOCK TRL<br>Vin: 4FG-B2242-7-VC167207<br>Width: 7.000 Length: 24.000 Height: 6.500<br>Gvwr: 14000 Tire Size: ST235/80R16(E) | |
| CONSISTING OF THE FOLLOWING OPTIONS | | | | | |
| 1277024B | | EA | 1.00 | 8127 7'0" X 24' X 6'6" BASE | |
| 8178 | D | EA | 1.00 | Stock package 7'0"wide x 6'6"high x 24'0"long with two center gates with sliders (standard gate locations 8' and 16' back from drop wall) | |
| 1312 | | EA | 1.00 | Tandem axle 7.0K rubber torsion. Includes (4) GY tire/rim ST235/80R16 LRE & 8 hole silver MOD wheel & hub cover. (Includes conspicuity tape) (To add a spare use code 91157) | |
| 1860 | | EA | 1.00 | Axle lube type - easy lube | |
| 8075 | | EA | 1.00 | Carrier spare tire (GN) | |
| 8020 | | EA | 1.00 | Coupler GN 2 5/16" adjustable | |
| 8014 | | EA | 1.00 | Landing gear single speed | |
| 1700 | | EA | 1.00 | Electric brake | |
| 7392 | | EA | 1.00 | Light LED 12V/20W strip 1" x .25" x 24" white 6000K | |
| 7406 | | EA | 1.00 | Switch under gooseneck | |
| 7520 | | EA | 1.00 | Light package for GN trailers with colored LED lenses (Includes (16) 3/4" round clearance lights & 4 stop/turn lights) | |
| 8103 | D | EA | 24.00 | Floor skid resistant extruded aluminum | |
| 8160 | | EA | 1.00 | Aluminum .100 on gooseneck floor | |
| 7004 | | EA | 1.00 | No vent on dropwall | |
| 1115 | | EA | 1.00 | 6" Stock side panel | |
| 7932 | | EA | 1.00 | Rear gate to match side panel air spacing | |
| 8044 | | EA | 1.00 | Side panel with 2 top air spaces | |
| 8111 | | EA | 1.00 | Gooseneck sides .063 | |
| 3660 | D | EA | 1.00 | Gate drop full width drop down with center latch | |
| 3700 | D | EA | 1.00 | Gate rear full swing with lockable inside slider | |
| 3300 | | EA | 1.00 | No access door in gn front | |
| 3301 | | EA | 1.00 | No access door in gn curbside | |
| 3302 | | EA | 1.00 | No access door in gn streetside | |
| 3328 | D | EA | 1.00 | Door escape | |
| 3330 | | EA | 1.00 | Escape door to match side panel air spacing | |
| 4207 | D | EA | 1.00 | No side ramp | |
| 8117 | | EA | 1.00 | Aluminum front gn sheets | |
| 7949 | | EA | 1.00 | Nose tapered - stock/combo | |
| 3953 | | EA | 1.00 | Sheet natural | |
| 6251 | | EA | 1.00 | Skid plate | |
| 6306 | | EA | 1.00 | Bumper rubber dock | |
| 7715 | | EA | 1.00 | Roof rail - 2.5 radius type | |



Continued on Next Page

FEATHERLITE TRAILERS.

| Quote No | Schedule Date | So Date | PO Num | Page |
|---|---|---|---|---|
| 573689 | Pending Approval | | VC167207 | 2 of 2 |


**Featherlite Inc.**
**P.O. Box 320**
**Highway 63 & 9**
**Cresco, IA 52136**
**563-547-6000**
**800-800-1230**
**salesdesk@fthr.com**


**BILL TO: 020422**
**FEATHERLITE OF NORTHERN CALIFORNIA, INC**
**13317 HWY 49**
**GRASS VALLEY, CA 95949**

**Phone: 530-273-8870**
**Fax: 530-273-2772**

**Sales Rep:**

**SHIP TO: 020422**
**FEATHERLITE OF NORTHERN CALIFORNIA, INC**
**13317 HWY 49**
**GRASS VALLEY, CA95949**

**Phone: 530-273-8870**
**Fax: 530-273-2772**

**F.O.B.: CRESCO, IA** | **Terms:** | **Ship Via: FTHR TRANSPORTATION**

| Part Number | UM | Qty | Description | Dealer Price |
|---|---|---|---|---|
| 8183 | EA | 24.00 | Cross members spaced 12" on center priced per foot | |
| | | | **SUBTOTAL FOR STANDARD OPTIONS** | |
| 8166 | A EA | 1.00 | Stock package 7'0"wide x 6'6"high x 24'0"long with no center gate | |
| 1157 | A EA | 1.00 | Tire/rim GY ST235/80R16 LRE 8 hole silver MOD | |
| 7355 | A EA | 1.00 | Switch round recessed toggle 12V, 10 amp, ON/OFF<br>SWITCH FOR LOAD LIGHTS TO BE LOCATED ON SS REAR FRAME | |
| 7391 | A EA | 1.00 | Light LED 12V/20W strip 1" x .25" x 24" white 6000K | |
| 7437 | A EA | 2.00 | LED load light, surface mount: 9" long x 1.8" wide x 2.1" deep, 1450 lumens<br>TWO LOAD LIGHTS = ONE TO BE LOCATED OVER ESCAPE DOOR ON CS AND ONE LOAD LIGHT OVER REAR GATE. | |
| 7897 | A FT | 24.00 | Floor extruded aluminum smooth (P/FT) | |
| 2203 | A EA | 24.00 | Easy Care Flooring for 6'7" or 7'0" wide trailers (p/ft) | |
| SC-PEN | A EA | 6.00 | Pen system (includes 2 removable swinging gate dividers. 1 removable gate divider, and 1 removable post) Installed thru CSC.<br>50/50. APPROXIMATELY 4' LONG, 3.5' WIDE | |
| 3681 | A EA | 1.00 | Gate rear double with double cam (ILO) | |
| 3693 | A EA | 1.00 | Ramp rear full width behind up 54" (Eliminates rear bumper) | |
| 4259 | A EA | 1.00 | Ramp side 41" x 68" over escape door with corrugated tread plate flooring (Used on 8' wide and under stocks) | |
| 8011C | A EA | 1.00 | Door escape 33" with cam (curb side) | |
| CUSTOM01 | A EA | 1.00 | 2" X 8" TUBE AT TOP OF DROP WALL | |
| | | | **SUBTOTAL FOR ADDED OPTIONS** | |
| | | | **TOTAL ORDER AMOUNT** | |
| | | | **PAYMENT TERMS DISCOUNT** | |
| | | | **TOTAL IF PAID WITHIN PAYMENT TERMS** | |

**By returning this signed document, I herby acknowledge and accept this order subject to the terms and conditions set forth.**

**Date Signed** | **Authorized Signature** | **Title**

**Upon completion of manufacturing, an invoice will be issued for the items specified above. The MSO (if needed) will be held by Featherlite until payment is received according to the dealer contract terms.**

FEATHERLITE TRAILERS.

ALL DIMENSIONS ARE APPROXIMATE AND MAY CHANGE AT TIME OF PRODUCTION

PROPRIETARY INFORMATION
DO NOT REPRODUCE OR DISTRIBUTE THIS DOCUMENT WITHOUT WRITTEN CONSENT FROM FEATHERLITE TRAILERS

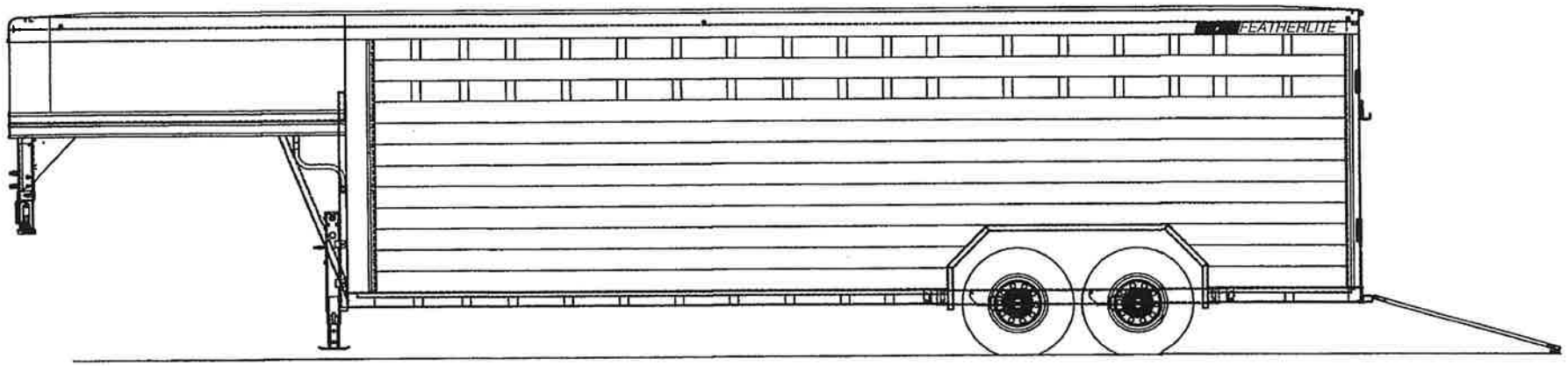
TITLE
FPLAN-SV 8127-7024 7(0)W 6(6)H 24(0)L P8166
7.0K TANDEM OH80 ESC/CS PEN SYSTEM 6X
CUSTOMER:
DEALERSHIP: FEATHERLITE OF NORTHERN CALIFORNIA, INC

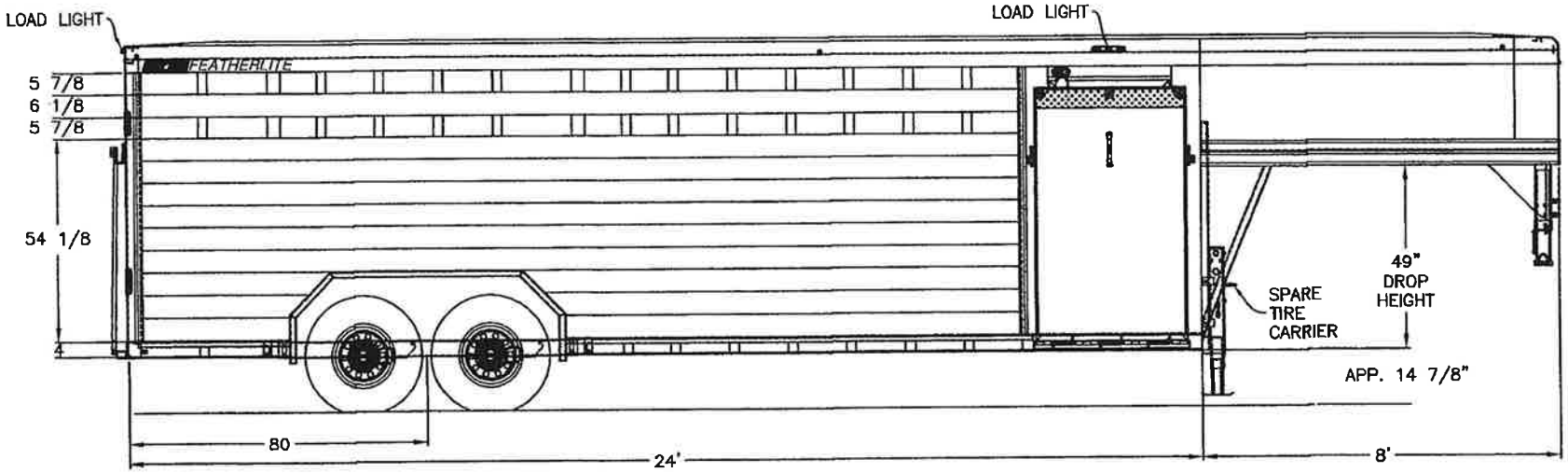
PLEASE REVIEW THIS PLAN CAREFULLY. MAKE CHANGES OR CORRECTIONS AND RETURN TO FEATHERLITE ENGINEERING.

SIGNATURE_____

DATE_____

| TRAILER / DWG NUMBER | DRAWN BY | | REV |
|---|---|---|---|
| VC167207 SV | CURT PETERSON | | B |



FEATHERLITE TRAILERS.

ALL DIMENSIONS ARE APPROXIMATE AND MAY CHANGE AT TIME OF PRODUCTION

PROPRIETARY INFORMATION
DO NOT REPRODUCE OR DISTRIBUTE THIS DOCUMENT WITHOUT WRITTEN CONSENT FROM FEATHERLITE TRAILERS

TITLE

FPLAN 8127-7024 7(0)W 6(6)H 24(0)L P8166
7.0K TANDEM OH80 ESC/CS PEN SYSTEM 6X
CUSTOMER:
DEALERSHIP: FEATHERLITE OF NORTHERN CALIFORNIA, INC

| TRAILER / DWG NUMBER | DRAWN BY | | REV |
|---|---|---|---|
| VC167207 TV | CURT PETERSON | | B |

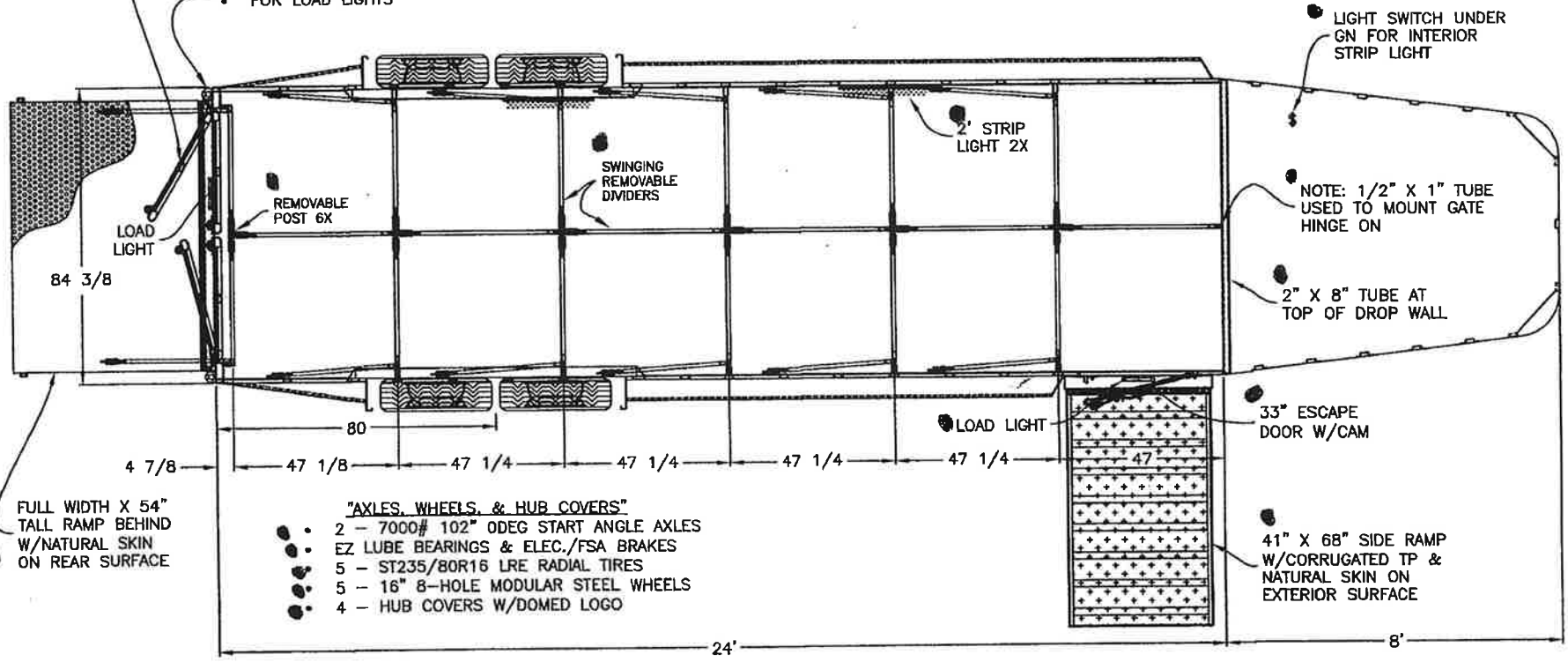
PLEASE REVIEW THIS PLAN CAREFULLY. MAKE CHANGES OR CORRECTIONS AND RETURN TO FEATHERLITE ENGINEERING.

SIGNATURE_____

DATE_____

FEATURES:
- SMOOTH EXT. ALUM. FLOORING W/EASY CARE FLOORING OVERLAY
- SINGLE SPEED LANDING GEAR
- NATURAL EXTERIOR SHEETING ON GN

50/50 REMOVABLE PEN SYSTEM (NOTE: ALL PEN SYSTEM GATES IN BELLY ARE 36" TALL MOUNTED 3" OFF THE FLOOR)




"AXLES, WHEELS, & HUB COVERS"
- 2 – 7000# 102" ODEG START ANGLE AXLES
- EZ LUBE BEARINGS & ELEC./FSA BRAKES
- 5 – ST235/80R16 LRE RADIAL TIRES
- 5 – 16" 8-HOLE MODULAR STEEL WHEELS
- 4 – HUB COVERS W/DOMED LOGO

128

# Capital Outlay Request for Pre-Approval

Previously Approved Quote

**California Department of Education (Revised 1/10/2024)**

Attach this form to a quote for the requested item to be purchased by the local educational agency (LEA).
Email the completed form and the quote to your Career Technical Education (CTE) Consultant.

**LEA Name:** Durham Unified School District **Fiscal Year Allocation** 24/25

**Select School Type:**

112 State Special Schools (●) 131 Secondary Schools or COE ( ) 132 Adult COE/ROP or Community College ( )

**Select the type of capital outlay request:**

Strengthening Career Technical Education for the 21st Century (Perkins V) [ ]

Career Technical Education Incentive Grant (CTEIG) [✔]

Capital Outlay is defined as any single item purchase of $5,000.00 or more. The purchase must meet all of the requirements listed below. Check the box to confirm purchase meets requirement.

**Check all that apply:**

- [✔] Directly relates to a CTE program approved for assistance in the LEA's local plan
- [✔] Intended to improve, enhance or expand the CTE program
- [✔] "Necessary" and "reasonable" for proper and efficient administration of the CTE programs
- [✔] Adds to the district's historical inventory system when received
- [✔] Specific to the CTE program – as opposed to a general expense required to carry out the agency's overall responsibilities

**Provide information on LEA and the item being purchased in the following fields:**

District Street Address: 9420 Putney Drive

City: Durham Zip Code: 95938 Phone: (530) 895-4675

CTE Coordinator: John Bohannon

Industry Sector: Agriculture Career Pathway: Animal Science

CTE Equipment Name: Livestock Trailer

Name of School Purchasing: Durham High School

Cost of item ($5,000 or More): $ 37,865.00

# Capital Outlay Request for Pre-Approval

**California Department of Education**

Is total cost split funded? ○ Yes ◉ No

Amount of Perkins: Amount of CTEIG: $ 37,865.00

List other funding source(s) used: Amount of Other Funding Source: $ 0.00

NA

Provide a detailed description of equipment purchase:

The livestock trailer supports student attainment of Animal Science CTE Technical Standards by providing hands-on experience in safe animal handling, welfare, and transportation (D2.0), maintaining animal health and proper transport conditions (D3.0), and applying industry-standard livestock practices (D9.0). This equipment allows students to develop practical skills aligned with real-world agricultural operations and animal production systems.

List the sequence of courses (including CALPADS course codes) the equipment being purchased will be used for:

7140 Introduction to Animal Science
7141 Intermediate Animal Science (Concentrator)
7142 Advanced Animal Science (Capstone)

Using CTE technical standards identify the skill attainment this equipment purchase will provide to CTE students in this career pathway:

D2.0 - Animal Handling, Safety, and Welfare
D3.0 - Animal Health and Facility Management
D9.0 - Animal Industry Practices and Operations

Can the instructor currently operate the equipment? ◉ Yes ○ No

If the instructor cannot currently operate equipment explain below how, when, and by whom training will be provided to allow the instructor to operate the equipment:

**FOR CDE USE ONLY**

Capital outlay request approver information.

Signature: Date:

Printed Name:

Title:

# Featherlite Inc

**Quote:** 367
**Printed:** 4/29/2026

**Quote Prepared For**

Brady

**Featherlite Customer Service**

Featherlite, Inc.
P.O. Box 320
Hwy. 63 & 9
Cresco IA 52136

Bus. 563-547-6000
800 800-800-1230
Fax 563-547-6100

**Internet Web** www.fthr.com

**Bill To Dealer**

020422
Featherlite of Northern Califo
13317 Hwy 49
Grass Valley. CA 95949

Bus. (530)273-8870
Fax (530)273-2772

**Email** mark@featherliteofcalifornia.com

**Ship To Dealer**

020422
Featherlite of Northern Califo
13317 Hwy 49
Grass Valley. CA 95949

Bus. (530)273-8870
Fax (530)273-2772

**Email** mark@featherliteofcalifornia.com

**Sales Person** Tony Becker

Bus. (563)547-6000

Thank-you for your business.

**Entered** 04/29/2026 **ShipVIA**
**Revised** 04/29/2026 **FOB**
**Est.Comp** **Terms**
**Quote Valid for** 30 **Days**

| Qty | Trailer No. | Description | Price Each | ItemTotal |
|---|---|---|---|---|
| 1 | 8127-7024 | 8127 7'0" X 24' X 6'6" BASE | 49,176.00 | 49,176.00 |

| Part No. | Description | Qty | U/M | Price Per | Extended | Action Cde |
|---|---|---|---|---|---|---|
| 81277024B | 8127 7'0" X 24' X 6'6" BASE | 1 | EA | | | |
| P8178 | Stock package 7'0"wide x 6'6"high x 24'0"long with two center gates with sliders (standard gate locations 8' and 16' back from drop wall) | 1 | EA | | | |
| F1312 | Tandem axle 7.0K rubber torsion. Includes (4) GY tire/rim ST235/80R16 LRE & 8 hole silver MOD wheel & hub cover. (Includes conspicuity tape) (To add a spare use code 91157) | 1 | EA | | | |
| F1860 | Axle lube type - easy lube | 1 | EA | | | |
| F8075 | Carrier spare tire (GN) | 1 | EA | | | |
| F8020 | Coupler GN 2 5/16" adjustable | 1 | EA | | | |
| F8014 | Landing gear single speed | 1 | EA | | | |
| F1700 | Electric brake | 1 | EA | | | |
| F7392 | Light LED 12V/20W strip 1" x .25" x 24" white 6000K | 1 | EA | | | |
| F7406 | Switch under gooseneck | 1 | EA | | | |



**Continued...**

| | | | |
|---|---|---|---|
| F7520 | Light package for GN trailers with colored LED lenses (Includes (16) 3/4" round clearance lights & 4 stop/turn lights) | 1 | EA |
| F8103 | Floor skid resistant extruded aluminum | 24 | EA |
| F8160 | Aluminum .100 on gooseneck floor | 1 | EA |
| F7004 | No vent on dropwall | 1 | EA |
| F1115 | 6" Stock side panel | 1 | EA |
| F7932 | Rear gate to match side panel air spacing | 1 | EA |
| F8044 | Side panel with 2 top air spaces | 1 | EA |
| F8111 | Gooseneck sides .063 | 1 | EA |
| F3660 | Gate drop full width drop down with center latch | 1 | EA |
| F3700 | Gate rear full swing with lockable inside slider | 1 | EA |
| F3300 | No access door in gn front | 1 | EA |
| F3301 | No access door in gn curbside | 1 | EA |
| F3302 | No access door in gn streetside | 1 | EA |
| F3328 | Door escape | 1 | EA |
| F3330 | Escape door to match side panel air spacing | 1 | EA |
| F4207 | No side ramp | 1 | EA |
| F8117 | Aluminum front gn sheets | 1 | EA |
| F7949 | Nose tapered - stock/combo | 1 | EA |
| F3953 | Sheet natural | 1 | EA |
| F6251 | Skid plate | 1 | EA |
| F6306 | Bumper rubber dock | 1 | EA |
| F7715 | Roof rail - 2.5 radius type | 1 | EA |
| F8183 | Cross members spaced 12" on center priced per foot | 24 | EA |
| | **Subtotal of Standard Options** . . . . . | | |
| 97355 | Switch round recessed toggle 12V. 10 amp. ON/OFF<br>SWITCH FOR LOAD LIGHTS TO BE LOCATED INSIDE ESCAPE DOOR | 1 | EA |
| 97437 | LED load light, surface mount: 9" long x 1.8" wide x 2.1" deep. 1450 lumens<br>TWO LOAD LIGHTS = ONE TO BE LOCATED OVER ESCAPE DOOR ON CURBSIDE AND ONE LOAD LIGHT OVER REAR GATE | 2 | EA |
| 93536 | Rear gate slam catch UPCHARGE (cannot be used with gates with center post and/or swing both ways) | 1 | EA |
| 93693 | Ramp rear full width behind up 54" (Eliminates rear bumper) | 1 | EA |
| 94259 | Ramp side 41" x 68" over escape door with corrugated tread plate flooring (Used on 8' wide and under stocks) | 1 | EA |
| 98011C | Door escape 33" with cam (curb side) | 1 | EA |



**Continued...**

| | |
|---|---|
| **Items Sub Total** | **49,176.00** |

**Accepted this** _____ **Day of** _____, _____

**Signature** _____ **Date** _____

Above prices subject to change without notice.

Quoted with Software Version: 4.13 Price Book Date: 4/16/2026

| | |
|---|---|
| **Quote Total** | **49,176.00** |

Special Price
$37,865
Delivered to
Grass Valley

# DURHAM UNIFIED SCHOOL DISTRICT

**Board Meeting Date: 11-09-2026**

| | |
|---|---|
| SUBJECT: Approval of the DES Fencing Project Contract | |
| | |
| PREPARER: John Bohannon, Superintendent | |
| RECOMMENDATION: | ☑ Approve<br>☐ Do Not Approve<br>☐ Accept<br>☐ Discuss<br>☐ Information Only |

Background:

Approval of the DES Fencing Project Contract between Northern California Fence and DUSD. Contract for a total price of $74,034.00.

**AGREEMENT FOR CONSTRUCTION SERVICES (SMALL PROJECTS)**

**AGREEMENT NUMBER** PO27-00017

**THIS AGREEMENT** is made and entered into this 14th day of October, 2026, by and between NORTHERN CALIFORNIA FENCE ("Contractor") and Durham Unified School District ("District") ("Contract").

1. The Contractor shall furnish to the District for a total price of Seventy-four thousand thirty-four Dollars ($74,034.00) ("Contract Price"), the following services ("Services" or "Work"): DES Fencing Project

2. Contractor shall perform the Work at 9421 Putney Dr, Durham, CA 95938 ("Site"). The Project is the scope of Work performed at the Site.

3. Work shall be completed within Sixty (60) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.

   It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents (as defined herein) including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect ("DSA") for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of One Thousand Dollars ($ 1,000.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.

5. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

6. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

N/A Notice to Bidders
N/A Instructions to Bidders
____ Bid Form and Proposal
N/A Bid Bond
____ Noncollusion Declaration
____ Designated Subcontractors List
____ Notice to Proceed
____ Prevailing Wage Certification
____ Workers' Compensation Certification
____ Criminal Background Investigation / Fingerprinting Certification
____ Drug-Free Workplace Certification
____ Tobacco-Free Environment Certification
N/A Asbestos & Other Hazardous Materials Certification
____ Lead-Product(s) Certification
N/A Registered Subcontractors List
____ Insurance Certificates and Endorsements
N/A Performance Bond
N/A Payment Bond
____ Specifications
____ Plans
N/A Special Conditions

7. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.

8. Payment for the Work shall be made in accordance with the Terms and Conditions.

9. The Design Professional In General Responsible Charge for the Project is Alan Chambers, Eagle Architects ("Architect"), the construction manager on the Project is A-Line ("Construction Manager"), and the project inspector on the Project is David Hurd ("Project Inspector"). Contractor hereby acknowledges that the Architect, the Construction Manager, the Project Inspector, and the Division of the State Architect have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.

10. Inspection and acceptance of the Work shall be performed by John Bohannon, Superintendent of the District.

11. Any notice required or permitted to be given under this Contract 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 email, addressed as follows:

| **District** | **Contractor** |
|---|---|
| Durham Unified School District<br>ATTN: John Bohannon, Superintendent<br><br>EMAIL: jbohannon@durhamunified.org | Name: NORTHERN CALIFORNIA FENCE<br>ATTN: JOHN ROSS<br>[ADDRESS] 2485 NOTRE DAME BLVD #370-31<br>[FAX] N/A<br>[EMAIL] OFFICE@NORTHERNCAFENCE.COM |

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

12. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the District's written approval of the Work.

13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

14. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20___

**DURHAM UNIFIED SCHOOL DISTRICT**

Signature: _____

Print Name: John Bohannon

Print Title: Superintendent_____

Address: 9420 Putney Dr, Durham, CA 95938 Telephone: (530) 895-4675_____

_____

Facsimile: _____

E-Mail: jbohannon@durhamunified.org__

Dated: OCTOBER 14, 2026___

**Contractor**: NORTHERN CALIFORNIA FENCE

Signature: _____

Print Name: JOHN ROSS

Print Title: PRESIDENT

License No.: 904110

Registration No.: 1000014058

Address: 2485 NOTRE DAME BLVD #370-31 CHICO, CA 95928

Telephone: 530-891-1346

Facsimile: _____

E-Mail: OFFICE@NORTHERNCAFENCE.COM

[REMAINDER OF PAGE INTENTIONALLY BLANK; INFORMATION REGARDING CONTRACTOR FOLLOWS]

**Information regarding Contractor:**

Type of Business Entity:
_____ Individual
_____ Sole Proprietorship
_____ Partnership
_____ Limited Partnership
__x__ Corporation, State: CALIFORNIA
_____ Limited Liability Company
_____ Other: _____

26-0581456 :
Employer Identification and/or
Social Security Number

**NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.**

[REMAINDER OF PAGE INTENTIONALLY BLANK; TERMS AND CONDITIONS FOLLOW]

## TERMS AND CONDITIONS TO AGREEMENT

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
2. **STANDARD OF CARE:** Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.
3. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
4. **PERMITS, LICENSES AND REGISTRATION:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
5. **PROJECT INSPECTION CARD:** Contractor shall verify that forms DSA 152 Project Inspection Card (or current version) are issued for the Project prior to commencement of construction.
6. **NOTIFICATION:** Contractor shall notify the Architect and Project Inspector, in writing, of the commencement and completion of construction of each and every aspect of the work at least 48 hours in advance by submitting form DSA 156 (or current version) to the Project Inspector. Forms are available on the DSA's website at: http://www.dgs.ca.gov/dsa/Forms.aspx.
7. **LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.
8. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.
9. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Workers' Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
10. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
11. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
12. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every

subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

13. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
14. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Pursuant to the Renovation, Repair and Painting Rule (title 40 of the Code of Federal Regulations part 745 (40 CFR 745)), all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area or greater outdoors must be trained by an EPA-accredited provider and certified by the EPA. Contractor must execute the Lead-Based Paint Certification, if applicable.
15. **CLEAN UP:** Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
16. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
17. **FORCE MAJEURE:** The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.
18. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein. Schedule delays resulting from unauthorized work shall be Contractor's responsibility.
19. **NO RELIEF FROM OBLIGATIONS BASED ON REVIEW BY OTHER PERSONS:** Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by act or omission of the District, Architect, Construction Manager, Project Inspector, or DSA or other entities having jurisdiction including, but not limited to, administration of the Contract, review of submittals, or by tests, observation, inspection, or permit/interconnection approvals.
20. **DISTRICT'S RIGHT TO PERFORM WORK:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have, including but not limited to the District hiring its own forces or another contra_ctor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) to Contractor.
21. **ACCESS TO WORK:** District representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
22. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract

completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

23. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

24. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

25. **INDEMNIFICATION:**

    28.1 To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District, its agents, representatives, officers, consultants, employees, and volunteers (the "Indemnified Parties") from any and all demands, injuries, losses, expenses, liabilities, claims, suits and actions (the "Claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from, arising out of, connected with, or resulting from, in whole or in part, the performance of this Contract unless the Claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Contractor's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability.

    28.2 Contractor shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from

any and all Claims directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case, without impacting Contractor's obligation to provide an immediate and ongoing defense of the Indemnified Parties, the Contractor's defense obligation shall be retroactively reduced by the proportion of the Indemnitees' and/or Architect's liability. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.

28.3 Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.

28.4 If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs.

28.5 The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until the District has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.

28.6 The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and the termination of the Contract.

26. **PAYMENT BOND AND PERFORMANCE BOND:** Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

27. **CONTRACTOR'S INSURANCE:**

30.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits not less than the amount indicated below. If Contractor normally carries insurance in an amount greater than the minimum amounts required by District, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

| **Type of Coverage** | **Minimum Requirement** |
|---|---|
| **Commercial General Liability Insurance**, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments | |
| Each Occurrence | $ 1,000,000 |
| General Aggregate | $ 2,000,000 |
| **Automobile Liability Insurance - Any Auto** | |
| Combined Single Limit | $ 1,000,000 |
| **Workers' Compensation** | Statutory Limits |
| **Employer's Liability** | $ 1,000,000 |

30.1.1 **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily

injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

30.1.2 **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

30.2 **Proof of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

30.2.1 A clause stating: "This policy shall not be canceled until notice has been mailed to the District, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."

30.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

30.2.3 An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance.

30.2.4 All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

30.2.5 An endorsement stating that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

30.2.6 An endorsement stating that there shall be a waiver of any subrogation.

30.2.7 Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

30.3 **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

28. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

29. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

30. **LIMITATION OF DISTRICT LIABILITY:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including,

but not limited to, lost profits or revenue, or lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

31. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

32. **LABOR CODE REQUIREMENTS:** Contractor represents that Contractor and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7. The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with the District or available online at http://www.dir.ca.gov/. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

    35.1 **Registration**: Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

    35.2 **Registered Subcontractor List**: Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

    35.3 **Certified Payroll Records**: Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online directly to the DIR on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project, and within ten (10) days of any request by the District or Labor Commissioner at http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

    35.4 **Labor Compliance**: Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

33. **ANTI-DISCRIMINATION:** Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

34. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

35. **CONTRACTOR CLAIMS:** In the event of any demand by Contractor for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Contract, (B) payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by the District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract and shall not cause a delay of the Work, including the disputed work, during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.

36. **ATTORNEY FEES/COSTS:** Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

37. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract and/or Contractor's right to perform the Work of the Contract for cause effective immediately upon the District giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Contractor's failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract and/or Contractor's right to perform the Work of the Contract for its own convenience upon District giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed including, without limitation, Contractor's and its subcontractor(s)' mobilization and or demobilization costs, that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination. In the event termination for cause is determined to have not been for cause, the termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

38. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

39. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

40. **CALCULATION OF TIME:** For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.

41. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.
42. **BINDING CONTRACT:** This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.
43. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
44. **CAPTIONS AND INTERPRETATIONS:** Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.
45. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
46. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
47. **ENTIRE CONTRACT:** This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.
48. **NO ORAL MODIFICATIONS:** No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

## Public Contract Code section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted

statute that is enacted before January 1, 2027, deletes or extends that date..

## Public Contract Code sections 20104 – 20104.6

**§ 20104.**

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

**§ 20104.2.**

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

**§ 20104.4.**

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

**§ 20104.6.**

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

END OF DOCUMENT

## WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: DES FENCING PROJECT between DURHAM Unified School District ("District") and NORTHERN CALIFORNIA FENCE ("Contractor" or "Bidder") ("Contract" or "Project").

Labor Code section 3700, in relevant part, provides:

> Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
>
> b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 10/14/2026

Proper Name of Bidder: FENCEIT, INC DBA NORTHERN CALIFORNIA FENCE

Signature: John Ross

Print Name: JOHN ROSS

Title: PRESIDENT

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

## PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT/CONTRACT NO.: DES FENCING PROJECT between DURHAM Unified School District ("District") and NORTHERN CALIFORNIA FENCE ("Contractor" or "Bidder") ("Contract" or "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: 10/14/2026

Proper Name of Bidder: FENCEIT, INC DBA NORTHERN CALIFORNIA FENCE

Signature: John Ross

Print Name: JOHN ROSS

Title: PRESIDENT

END OF DOCUMENT

## DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: DES FENCING PROJECT between Durham Unified School District ("District") and NORTHERN CALIFORNIA FENCE ("Contractor" or "Bidder") ("Contract" or "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.

b. Establishing a drug-free awareness program to inform employees about all of the following:

   (1) The dangers of drug abuse in the workplace.
   (2) The person's or organization's policy of maintaining a drug-free workplace.
   (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
   (4) The penalties that may be imposed upon employees for drug abuse violations.

c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: 10/14/2026

Proper Name of Bidder: FENCEIT, INC DBA NORTHERN CALIFORNIA FENCE

Signature: John Ross

Print Name: JOHN ROSS

Title: PRESIDENT

END OF DOCUMENT

## TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: DES FENCING PROJECT between Durham Unified School District ("District") and NORTHERN CALIFORNIA FENCE ("Contractor" or "Bidder") ("Contract" or "Project").

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

Date: 10/14/2026

Proper Name of Bidder: FENCEIT, INC DBA NORTHERN CALIFORNIA FENCE

Signature: John Ross

Print Name: JOHN ROSS

Title: PRESIDENT

END OF DOCUMENT

## HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: DES FENCING PROJECT between Durham Unified School District ("District") and NORTHERN CALIFORNIA FENCE ("Contractor" or "Bidder") ("Contract" or "Project").

**1.** Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

**2.** Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

**3.** Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.

**4.** Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

**5.** All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material" will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

**6.** Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein. Contractor certifies that it is knowledgeable of, and shall comply with, all laws applicable to the Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work.

Date: 10/14/2026

Proper Name of Bidder: FENCEIT, INC DBA NORTHERN CALIFORNIA FENCE

Signature: John Ross

Print Name: JOHN ROSS

Title: PRESIDENT

END OF DOCUMENT

## LEAD-BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: DES FENCING PROJECT between DURHAM Unified School District ("District") and NORTHERN CALIFORNIA FENCE ("Contractor" or "Bidder") ("Contract" or "Project").
This certification provides notice to the Contractor that:

(1) Contractor's work may disturb lead-containing building materials.

(2) Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.

(3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

### 1. Lead as a Health Hazard

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburses when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

### 2. Overview of California Law

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the Department of Health Services is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

a. Demolition or salvage of structures where lead or materials containing lead are present;

b. Removal or encapsulation of materials containing lead;

c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;

d. Installation of products containing lead;

e. Lead contamination/emergency cleanup;

f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and

g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

Contractor shall notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning Work on the Project, along with all current insurance certificates.

## 3. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

## 4. Contractor's Liability

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;
2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: 10/14/2026

Proper Name of Bidder: FENCEIT, INC DBA NORTHERN CALIFORNIA FENCE

Signature: John Ross

Print Name: JOHN ROSS

Title: PRESIDENT

END OF DOCUMENT

## IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: DES FENCING PROJECT between Durham Unified School District ("District") and NORTHERN CALIFORNIA FENCE ("Contractor" or "Bidder") ("Contract" or "Project").This form shall be executed by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA"), and all requirements of section 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

Certification of:
- □ Delivery Firm/Transporter
- □ Wholesaler
- □ Distributor
- □ Supplier
- □ Broker
- □ Other _____
- □ Manufacturer
- □ Retailer

Type of Entity
- □ Corporation
- □ Limited Partnership
- □ Sole Proprietorship
- □ General Partnership
- □ Limited Liability Company
- □ Other _____

Name of firm ("Firm"): N/A

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

_____

_____

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: 10/14/2026

Proper Name of Bidder: FENCEIT, INC DBA NORTHERN CALIFORNIA FENCE

Signature: John Ross

Print Name: JOHN ROSS

Title: PRESIDENT

END OF DOCUMENT

## CRIMINAL BACKGROUND INVESTIGATION/ FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the District that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions (check all that apply):

X Pursuant to Education Code section 45125.2(a), Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees, Subcontractors or suppliers and District pupils at all times; and/or

☐ Pursuant to Education Code section 45125.2(a), Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' or suppliers' employees is:

Name: _____

Title: _____

**NOTE**: If Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by District for submission to the DOJ, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by DOJ has been made.

☐ Pursuant to Education Code section 45125.2(a), the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Contractor under the Contract.

☐ The Work on the Contract is either (i) at an unoccupied school site and no employee of Contractor and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Contractor's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.

☐ The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contractor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

**A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as ATTACHMENT "A;"** and/or

☐ The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors or suppliers, and employees of Subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

[CONTINUED ON NEXT PAGE]

**ATTACHMENT "A"**

**List of Employees/Subcontractors**

**Name/Company:** JOHN ROSS / NORTHERN CALIFORNIA FENCE

**Name/Company:** TOM ROSS/NORTHERN CALIFORNIA FENCE

**Name/Company:** JOHNNY ROSS/NORTHERN CALIFORNIA FENCE

**Name/Company:** DAVID HOLMES/NORTHERN CALIFORNIA FENCE

**Name/Company:** MYRON AARON/NORTHERN CALIFORNIA FENCE

**Name/Company:** JOSE OLIVARES/NORTHERN CALIFORNIA FENCE

**Name/Company:** TYLER BROWN/NORTHERN CALIFORNIA FENCE

**Name/Company:** _____

**Name/Company:** _____

**Name/Company:** _____

**Name/Company:** _____

**Name/Company:** _____

**Name/Company:** _____

**Name/Company:** _____

**Name/Company:** _____

**Name/Company:** _____

**Name/Company:** _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

Date: 10/14/2026

Proper Name of Bidder: FENCEIT, INC DBA NORTHERN CALIFORNIA FENCE

Signature: John Ross

Print Name: JOHN ROSS

Title: PRESIDENT

END OF DOCUMENT

## REGISTERED SUBCONTRACTORS LIST
## (Labor Code Section 1771.1)

PROJECT: DES FENCING PROJECT_____

Date Submitted (for Updates): 10/14/2026_____

Contractor acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Contractor or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work**. This document is to be updated as all tiers of subcontractors are identified.

Contractor acknowledges and agrees that, if Contractor fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject to cancellation and the Contractor will be subjected to penalty under applicable law.

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

**Subcontractor Name:** _____
DIR Registration #: _____
Portion of Work: _____

**Subcontractor Name:** _____
DIR Registration #: _____
Portion of Work: _____

**Subcontractor Name:** _____
DIR Registration #: _____
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DIR Registration #: _____
Portion of Work: _____

**Subcontractor Name:** _____
DIR Registration #: _____
Portion of Work: _____

Date: 10/14/2026

Proper Name of Bidder: FENCEIT, INC DBA NORTHERN CALIFORNIA FENCE

Signature: John Ross

Print Name: JOHN ROSS

Title: PRESIDENT

**SITE VISIT CERTIFICATION**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
IF SITE VISIT WAS MANDATORY

PROJECT: DES FENCING PROJECT

Check option that applies:

_X_____ I certify that I visited the Site of the proposed Work, received the attached ___ pages of information, and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

_____ I certify that _____ (Bidder's representative) visited the Site of the proposed Work, received the attached _____ pages of information, and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the Durham Unified School District, its Architect, its Engineers, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 10/14/2026

Proper Name of Bidder: FENCEIT, INC DBA NORTHERN CALIFORNIA FENCE

Signature: John Ross

Print Name: JOHN ROSS

Title: PRESIDENT

END OF DOCUMENT

## NON-COLLUSION DECLARATION
## TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
## PUBLIC CONTRACT CODE SECTION 7106

The undersigned declares:

I am the_OWNER___ of _NORTHERN CALIFORNIA FENCE__, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _10/14/26__[date], at _CHICO__[city], _CA__[state].

Date: 10/14/2026

Proper Name of Bidder: FENCEIT, INC DBA NORTHERN CALIFORNIA FENCE

Signature: John Ross

Print Name: JOHN ROSS

Title: PRESIDENT

END OF DOCUMENT

# DURHAM UNIFIED SCHOOL DISTRICT

**Board Meeting Date: 11-09-2026**

| | |
|---|---|
| SUBJECT: Approval of the Actuarial Study of Retiree Health Liabilities | |
| | |
| PREPARER: Jess Knox, CBO | |
| RECOMMENDATION: | ☑ Approve<br>☐ Do Not Approve<br>☐ Accept<br>☐ Discuss<br>☐ Information Only |

Background:

Approval of the DUSD Actuarial Study of Retiree Health Liabilities for Fiscal Year End June 30, 2026.

# Durham Unified School District

**Actuarial Study of**
**Retiree Health Liabilities Under GASB 74/75**
**Valuation Date: June 30, 2026**
**Measurement Date: June 30, 2026**
**For Fiscal Year-End: June 30, 2026**

*Prepared by:*
*Foster & Foster Actuaries and Consultants*
*(Formerly Total Compensation Systems, Inc.)*

***Date: October 22, 2026***

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# Durham Unified School District
## Actuarial Study of Retiree Health Liabilities

### PART I: EXECUTIVE SUMMARY

### A. Introduction

This report was produced by Foster & Foster, Inc. for Durham Unified School District to determine the liabilities associated with its current retiree health program as of a June 30, 2026 measurement date and to provide the necessary information to determine accounting entries for the fiscal year ending June 30, 2026. This report may not be suitable for other purposes such as determining employer contributions or assessing the potential impact of changes in plan design.

Different users of this report will likely be interested in different sections of information contained within. We anticipate that the following portions may be of most interest depending on the reader:

- A high level comparison of key results from the current year to the prior year is shown on this page.
- The values we anticipate will be disclosed in the June 30, 2026 year-end financials are shown on pages 2 and 3.
- Additional accounting information is shown on page 14 and Appendices C and D.
- Description and details of measured valuation liabilities can be found beginning on page 12.
- Guidance regarding the next actuarial valuation for the June 30, 2027 measurement date is provided on page 15.

### B. Key Results

Durham USD uses an Actuarial Measurement Date that is the same as its Fiscal Year-End. This means that these actuarial results measured as of June 30, 2026 will be used directly for the June 30, 2026 Fiscal Year-End.

| **Key Results** | **Current Year**<br>*June 30, 2026 Measurement Date for June 30, 2026 Fiscal Year-End* | **Prior Year**<br>*June 30, 2025 Measurement Date for June 30, 2025 Fiscal Year-End* |
|---|---|---|
| Total OPEB Liability (TOL) | $1,319,764 | $1,571,830 |
| Fiduciary Net Position (FNP) | $0 | $0 |
| Net OPEB Liability (NOL) | $1,319,764 | $1,571,830 |
| | | |
| Service Cost *(for year following)* | $122,998 | $117,371 |
| Estimated Pay-as-you-go Amount *(for year following)* | $124,667 | $179,150 |
| GASB 75 OPEB Expense *(for year ending)* | $161,921 | $189,037 |

Refer to results section beginning on page 12 or the glossary on page 28 for descriptions of the above items.

| **Key Assumptions** | **Current Year**<br>*June 30, 2026 Measurement Date for June 30, 2026 Fiscal Year-End* | **Prior Year**<br>*June 30, 2025 Measurement Date for June 30, 2025 Fiscal Year-End* |
|---|---|---|
| Valuation Interest Rate | 4.67% | 5.20% |
| Expected Rate of Return on Assets | N/A | N/A |
| Long-Term Medical Trend Rate | 4.00% | 4.00% |
| Projected Payroll Growth | 2.75% | 2.75% |

The following table shows the "pay as you go" projection of annual payments for the employer share of retiree health costs. Although actual payments are certain to vary from those shown below, these projections can be useful for planning purposes. See page 13 for amounts below broken out by employee classification, if applicable.

| *Year Beginning July 1* | *Projected Benefit Payments* |
|---|---|
| 2026 | $124,667 |
| 2027 | $96,293 |
| 2028 | $79,382 |
| 2029 | $87,313 |
| 2030 | $95,352 |
| 2031 | $105,084 |
| 2032 | $92,731 |
| 2033 | $84,159 |
| 2034 | $76,549 |
| 2035 | $71,380 |

## C. Summary of GASB 75 Accounting Results

### 1. Changes in Net OPEB Liability

The following table shows the reconciliation of the June 30, 2025 Net OPEB Liability (NOL) in the prior valuation to the June 30, 2026 NOL. A more detailed version of this table can be found on page 14.

| | *TOL* | *FNP* | *NOL* |
|---|---|---|---|
| **Balance at June 30, 2025 Measurement Date** | **$1,571,830** | **$0** | **$1,571,830** |
| Service Cost | $117,371 | $0 | $117,371 |
| Interest on TOL / Return on FNP | $80,129 | $0 | $80,129 |
| Employer Contributions | $0 | $179,150 | ($179,150) |
| Benefit Payments | ($179,150) | ($179,150) | $0 |
| Administrative Expenses | $0 | $0 | $0 |
| Experience (Gains)/Losses | ($315,603) | $0 | ($315,603) |
| Changes in Assumptions | $45,187 | $0 | $45,187 |
| Other | $0 | $0 | $0 |
| Net Change | ($252,066) | $0 | ($252,066) |
| **Actual Balance at June 30, 2026 Measurement Date** | **$1,319,764** | **$0** | **$1,319,764** |

## 2. Deferred Inflows and Outflows

Changes in the NOL arising from certain sources are recognized on a deferred basis. The following tables show the balance of each deferral item as of the measurement date and the scheduled future recognition. A reconciliation of these balances can be found on page 14 while the complete deferral history is shown beginning on page 25.

| **Balances at June 30, 2026 Fiscal Year-End** | *Deferred Outflows* | *Deferred Inflows* |
|---|---|---|
| Differences between expected and actual experience | $135,639 | ($351,697) |
| Changes in assumptions | $53,184 | ($533,372) |
| Differences between projected and actual return on assets | $0 | $0 |
| Total | $188,823 | ($885,069) |

| **To be recognized fiscal year ending June 30:** | *Deferred Outflows* | *Deferred Inflows* |
|---|---|---|
| 2027 | $25,598 | ($95,279) |
| 2028 | $25,025 | ($95,279) |
| 2029 | $25,025 | ($95,279) |
| 2030 | $25,024 | ($95,279) |
| 2031 | $22,356 | ($95,279) |
| Thereafter | $65,795 | ($408,674) |
| Total | $188,823 | ($885,069) |

## 3. OPEB Expense

Under GASB 74 and 75, OPEB expense includes service cost, interest cost, administrative expenses, and change in TOL due to plan changes, adjusted for deferred inflows and outflows. OPEB expense can also be derived as change in net position, adjusted for employer contributions, which can be found on page 14.

| **To be recognized fiscal year ending June 30, 2026** | *Expense Component* |
|---|---|
| Service Cost | $117,371 |
| Interest Cost | $80,129 |
| Expected Return on Assets | $0 |
| Administrative Expenses | $0 |
| Recognition of Experience (Gain)/Loss Deferrals | $976 |
| Recognition of Assumption Change Deferrals | ($36,555) |
| Recognition of Investment (Gain)/Loss Deferrals | $0 |
| Employee Contributions | $0 |
| Changes in Benefit Terms | $0 |
| Net OPEB Expense for fiscal year ending June 30, 2026 | $161,921 |

## 4. Adjustments

We are unaware of any adjustments that need to be made.

## 5. Trend and Interest Rate Sensitivities

The following presents what the Net OPEB Liability would be if it were calculated using a discount rate assumption or a healthcare trend rate assumption one percent higher or lower than the current assumption.

| **Net OPEB Liability at June 30, 2026 Measurement Date** | *Discount Rate* | *Healthcare Trend Rate* |
|---|---|---|
| 1% Decrease in Assumption | $1,412,895 | $1,181,805 |
| Current Assumption | $1,319,764 | $1,319,764 |
| 1% Increase in Assumption | $1,233,201 | $1,484,624 |

## D. Description of Retiree Benefits

Following is a description of the current retiree benefit plan:

| | *Certificated* | *Classified* |
|---|---|---|
| Benefit types provided | Medical only | Medical only |
| Duration of Benefits | 3 to 10 years at employee's election | 7 to 10 years at employee's election, but not beyond age 65 |
| Required Service | 12 years of District service and 10 years of STRS full-time equivalent service | 15 years of District Service, 8 of which must be full-time |
| Minimum Age | 55 | 55 |
| Dependent Coverage | Yes | Yes |
| District Contribution % | 100% to cap | 100% to cap |
| District Cap | Based on retiree election:<br>$1,200 monthly for 3 benefit years<br>$1,100 monthly for 4 benefit years<br>$1,000 monthly for 5 benefit years<br>$900 monthly for 6 benefit years<br>$800 monthly for 7 benefit years<br>$700 monthly for 8 benefit years<br>$600 monthly for 9 benefit years<br>$500 monthly for 10 benefit years | Based on retiree election:<br>$1,000 monthly for 7 benefit years<br>$900 monthly for 8 benefit years<br>$800 monthly for 9 benefit years<br>$700 monthly for 10 benefit years |

This valuation does not reflect any cash benefits paid unless the cash benefits are limited to be used for or reimburse the retiree's cost of health benefits. Costs and liabilities attributable to cash benefits paid to retirees are reportable under applicable Governmental Accounting Standards Board (GASB) Standards.

## E. Summary of Valuation Data

This report is based on census data provided to us as of June, 2026. Distributions of participants by age and service can be found on page 19. For non-lifetime benefits, the active count below excludes employees for whom it is not possible to receive retiree benefits (e.g. employees who are already older than the maximum age to which benefits are payable or who will not accrue the required service prior to reaching the maximum age).

| | **Current Year**<br>*June 30, 2026 Valuation Date*<br>*June 30, 2026 Measurement Date* | **Prior Year**<br>*June 30, 2024 Valuation Date*<br>*June 30, 2025 Measurement Date* |
|---|---|---|
| **Active Employees eligible for future benefits** | | |
| Count | 117 | 108 |
| Average Age | 42.7 | 41.9 |
| Average Years of Service | 7.4 | 6.8 |
| **Retirees currently receiving benefits** | | |
| Count | 13 | 15 |
| Average Age | 62.7 | 61.7 |

We were not provided with information about any terminated, vested employees.

## F. Certification

The actuarial information in this report is intended solely to assist Durham USD in complying with Governmental Accounting Standards Board Accounting Statement 74 and 75 and, unless otherwise stated, fully and fairly discloses actuarial information required for compliance. Nothing in this report should be construed as an accounting opinion, accounting advice or legal advice. Foster & Foster recommends that third parties retain their own actuary or other qualified professionals when reviewing this report. Foster & Foster's work is prepared solely for the use and benefit of Durham USD. Release of this report may be subject to provisions of the Agreement between Durham USD and Foster & Foster. No third party recipient of this report product should rely on the report for any purpose other than accounting compliance. Any other use of this report is unauthorized without first consulting with Foster & Foster.

This report is for fiscal year July 1, 2025 to June 30, 2026, using a measurement date of June 30, 2026. The calculations in this report have been made based on our understanding of plan provisions and actual practice at the time we were provided the required information. We relied on information provided by Durham USD. Much or all of this information was unaudited at the time of our evaluation. We reviewed the information provided for reasonableness, but this review should not be viewed as fulfilling any audit requirements. We relied on the following materials to complete this study:

- We used paper reports and digital files containing participant demographic data from the District personnel records.

- We used relevant sections of collective bargaining agreements provided by the District.

All costs, liabilities, and other estimates are based on actuarial assumptions and methods that comply with all applicable Actuarial Standards of Practice (ASOPs). Each assumption is deemed to be reasonable by itself, taking into account plan experience and reasonable future expectations and in combination represent our estimate of anticipated experience of the Plan.

This report contains estimates of the Plan's financial condition and future results only as of a single date. Future results can vary dramatically and the accuracy of estimates contained in this report depends on the actuarial assumptions used. This valuation cannot predict the Plan's future condition nor guarantee its future financial soundness. Actuarial valuations do not affect the ultimate cost of Plan benefits, only the timing of Plan contributions. While the valuation is based on individually reasonable assumptions, other assumption sets may also be reasonable and valuation results based on those assumptions would be different. Determining results using alternative assumptions (except for the alternate discount and trend rates shown in this report) is outside the scope of our engagement.

Future actuarial measurements may differ significantly from those presented in this report due to factors such as, but not limited to, the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the measurement methodology (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law. We were not asked to perform analyses to estimate the potential range of such future measurements.

The signing actuary is independent of Durham USD and any plan sponsor. Foster & Foster does not intend to benefit from and assumes no duty or liability to other parties who receive this report. Foster & Foster is not aware of any relationship that would impair the objectivity of the opinion.

On the basis of the foregoing, I hereby certify that, to the best of my knowledge and belief, this report is complete and has been prepared in accordance with generally accepted actuarial principles and practices and all

applicable Actuarial Standards of Practice. I meet the Qualifications Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

Respectfully submitted,



Luis Murillo, ASA, MAAA, FCA
Senior Consulting Actuary
Foster & Foster, Inc.

## PART II: LIABILITIES AND COSTS FOR RETIREE BENEFITS

### A. Introduction.

We calculated the actuarial present value of projected benefit payments (APVPBP) separately for each participant. We determined eligibility for retiree benefits based on information supplied by Durham USD. We then selected assumptions that, based on plan provisions and our training and experience, represent our best prediction of future plan experience. For each participant, we applied the appropriate assumption factors based on the participant's age, sex, length of service, and employee classification.

The actuarial assumptions used for this study are summarized beginning on page 16.

### B. Liability for Retiree Benefits.

For each participant, we projected future premium costs using an assumed trend rate (see Appendix C). To the extent Durham USD uses contribution caps, the influence of the trend factor is further reduced. We multiplied each future year's benefit payments by the probability that benefits will be paid; i.e. based on the probability that the participant is living, has not terminated employment, has retired and remains eligible. The probability that benefit will be paid in any future year is zero if the participant will not be eligible. The participant will not be eligible if s/he will not have met minimum service, minimum age or, if applicable, maximum age requirements.

The product of each year's benefit payments and the probability the benefit will be paid equals the expected cost for that year. We multiplied the above expected cost figures by the probability that the retiree would elect coverage. A retiree may not elect to be covered if retiree health coverage is available less expensively from another source (e.g. Medicare risk contract) or the retiree is covered under a spouse's plan. Finally, we discounted the expected cost for each year to the measurement date June 30, 2026 at 4.67% interest.

For any ***current retirees***, the approach used was similar. The major difference is that the probability of payment for current retirees depends only on mortality and age restrictions (i.e. for retired employees the probability of being retired and of not being terminated are always both 100%).

The value generated from the process described above is called the actuarial present value of projected benefit payments (APVPBP). We added APVPBP for each participant to get the total APVPBP for all participants which is the estimated present value of all future retiree health benefits for all **current** participants. The APVPBP is the amount on June 30, 2026 that, if all actuarial assumptions are exactly right, would be sufficient to expense all promised benefits until the last participant dies or reaches the maximum eligibility age. However, for most actuarial and accounting purposes, the APVPBP is not used directly but is instead apportioned over the lifetime of each participant as described in the following sections.

## C. Actuarial Accrual

Accounting principles provide that the cost of retiree benefits should be "accrued" over employees' working lifetime. For this reason, the Governmental Accounting Standards Board (GASB) issued in June of 2015 Accounting Standards 74 and 75 for retiree health benefits. These standards apply to all public employers that pay any part of the cost of retiree health benefits for current or future retirees (including early retirees), whether they pay directly or indirectly (via an "implicit rate subsidy").

To actuarially accrue retiree health benefits requires determining the amount to expense each year so that the liability accumulated at retirement is, on average, sufficient (with interest) to cover all retiree health expenditures without the need for additional expenses. There are many different ways to determine the annual accrual amount. The calculation method used is called an "actuarial cost method" and uses the APVPBP to develop expense and liability figures. Furthermore, the APVPBP should be accrued over the working lifetime of employees.

In order to accrue the APVPBP over the working lifetime of employees, actuarial cost methods apportion the APVPBP into two parts: the portions attributable to service rendered prior to the measurement date (the past service liability or Total OPEB Liability (TOL) under GASB 74 and 75) and to service after the measurement date but prior to retirement (the future service liability or present value of future service costs). Of the future service liability, the portion attributable to the single year immediately following the measurement date is known as the normal cost or Service Cost under GASB 74 and 75.

The service cost can be thought of as the value of the benefit earned each year if benefits are accrued during the working lifetime of employees. The actuarial cost method mandated by GASB 75 is the "entry age actuarial cost method". Under the entry age actuarial cost method, the actuary determines the service cost as the annual amount needing to be expensed from hire until retirement to fully accrue the cost of retiree health benefits. Under GASB 75, the service cost is calculated to be a level percentage of each employee's projected pay.

## D. Actuarial Assumptions

The APVPBP and service cost are determined using several key assumptions:

- The current ***cost of retiree health benefits*** (often varying by age, Medicare status and/or dependent coverage). The higher the current cost of retiree benefits, the higher the service cost.
- The ***"trend" rate*** at which retiree health benefits are expected to increase over time. A higher trend rate increases the service cost. A "cap" on District contributions can reduce trend to zero once the cap is reached thereby dramatically reducing service costs.
- ***Mortality rates*** varying by age and sex (and sometimes retirement or disability status). If employees die prior to retirement, past contributions are available to fund benefits for employees who live to retirement. After retirement, death results in benefit termination or reduction. Although higher mortality rates reduce service costs, the mortality assumption is not likely to vary from employer to employer.
- ***Employment termination rates*** have the same effect as mortality inasmuch as higher termination rates reduce service costs. Employment termination can vary considerably between public agencies.
- The ***service requirement*** reflects years of service required to earn full or partial retiree benefits. While a longer service requirement reduces costs, cost reductions are not usually substantial unless the service period exceeds 20 years of service.

- ***Retirement rates*** determine what proportion of employees retire at each age (assuming employees reach the requisite length of service). Retirement rates often vary by employee classification and implicitly reflect the minimum retirement age required for eligibility. Retirement rates also depend on the amount of pension benefits available. Higher retirement rates increase service costs but, except for differences in minimum retirement age, retirement rates tend to be consistent between public agencies for each employee type.

- ***Participation rates*** indicate what proportion of retirees are expected to elect retiree health benefits if a significant retiree contribution is required. Higher participation rates increase costs.

- The ***discount rate*** estimates investment earnings for assets earmarked to cover retiree health benefit liabilities. The discount rate depends on the nature of underlying assets for funded plans. The rate used for a funded plan is the **real** rate of return expected for plan assets plus the long term inflation assumption. For an unfunded plan, the discount rate is based on an index of 20 year General Obligation municipal bonds rated AA or higher. For partially funded plans, the discount rate is a blend of the funded and unfunded rates.

## E. Total OPEB Liability

The assumptions listed above are not exhaustive, but are the most common assumptions used in actuarial cost calculations. If all actuarial assumptions are exactly met and an employer expensed the service cost every year for all past and current employees and retirees, a sizeable liability would have accumulated (after adding interest and subtracting retiree benefit costs). The liability that would have accumulated is called the Total OPEB Liability (TOL). The excess of TOL over the value of plan assets is called the Net OPEB Liability (NOL). Under GASB 74 and 75, in order for assets to count toward offsetting the TOL, the assets have to be held in an irrevocable trust that is safe from creditors and can only be used to provide OPEB benefits to eligible participants.

Changes in the TOL can arise in several ways - e.g., as a result of plan changes or changes in actuarial assumptions. Change in the TOL can also arise from actuarial gains and losses. Actuarial gains and losses result from differences between actuarial assumptions and actual plan experience. GASB 75 allows certain changes in the TOL to be deferred (i.e. deferred inflows and outflows of resources).

Under GASB 74 and 75, a portion of actuarial gains and losses can be deferred as follows:

- Investment gains and losses are deferred five years.

- Experience gains and losses are deferred over the Expected Average Remaining Service Lives (EARSL) of plan participants. In calculating the EARSL, terminated employees (primarily retirees) are considered to have a working lifetime of zero. This often makes the EARSL quite short.

- Liability changes resulting from changes in economic and demographic assumptions are also deferred based on the EARSL.

- Liability changes resulting from plan changes, for example, cannot be deferred.

## F. Valuation Results

This section details the measured values of the concepts described on the previous pages.

1. Actuarial Present Value of Projected Benefit Payments (APVPBP)

**Actuarial Present Value of Projected Benefit Payments as of June 30, 2026 Valuation Date**

| | *Total* | *Certificated Management* | *Certificated* | *Classified* | *Classified Management* |
|---|---|---|---|---|---|
| Active: Pre-65 Benefit | $2,230,698 | $169,023 | $1,255,236 | $739,997 | $66,442 |
| Post-65 Benefit | $456,031 | $50,248 | $405,783 | $0 | $0 |
| Subtotal | $2,686,729 | $219,271 | $1,661,019 | $739,997 | $66,442 |
| Retiree: Pre-65 Benefit | $217,957 | $0 | $180,415 | $37,542 | $0 |
| Post-65 Benefit | $0 | $0 | $0 | $0 | $0 |
| Subtotal | $217,957 | $0 | $180,415 | $37,542 | $0 |
| Grand Total | $2,904,686 | $219,271 | $1,841,429 | $777,539 | $66,442 |
| Subtotal Pre-65 Benefit | $2,448,655 | $169,023 | $1,435,646 | $777,539 | $66,442 |
| Subtotal Post-65 Benefit | $456,031 | $50,248 | $405,783 | $0 | $0 |

2. Service Cost

The service cost represents the value of the benefit earned during a single year of employment. It is the APVPBP spread over the expected working lifetime of the employee and divided into annual segments. We applied an "entry age" actuarial cost method to determine funding rates for active employees. The table below summarizes the calculated service cost.

**Service Cost Valuation Year Beginning July 1, 2026**

| | *Total* | *Certificated Management* | *Certificated* | *Classified* | *Classified Management* |
|---|---|---|---|---|---|
| **# of Eligible Employees** | 117 | 7 | 60 | 46 | 4 |
| **First Year Service Cost** | | | | | |
| Pre-65 Benefit | $104,407 | $5,859 | $53,640 | $41,492 | $3,416 |
| Post-65 Benefit | $18,591 | $1,911 | $16,680 | $0 | $0 |
| Total | $122,998 | $7,770 | $70,320 | $41,492 | $3,416 |

Accruing retiree health benefit costs using service costs levels out the cost of retiree health benefits over time and more fairly reflects the value of benefits "earned" each year by employees. While the service cost for each employee is targeted to remain level as a percentage of covered payroll, the service cost as a dollar amount would increase each year based on covered payroll. Additionally, the overall service cost may grow or shrink based on changes in the demographic makeup of the employees from year to year.

3. Total OPEB Liability and Net OPEB Liability

If actuarial assumptions are borne out by experience, the District will fully accrue retiree benefits by expensing an amount each year that equals the service cost. If no accruals had taken place in the past, there would be a shortfall of many years' accruals, accumulated interest and forfeitures for terminated or deceased employees. This shortfall is called the Total OPEB Liability. We calculated the Total OPEB Liability (TOL) as the APVPBP minus the present value of future service costs. To the extent that benefits are funded through a GASB 74 qualifying trust, the trust's Fiduciary Net Position (FNP) is subtracted to get the NOL. The FNP is the value of assets adjusted for any applicable payables and receivables as shown in the table on page 17.

**Total OPEB Liability and Net OPEB Liability as of June 30, 2026 Valuation Date**

| | *Total* | *Certificated Management* | *Certificated* | *Classified* | *Classified Management* |
|---|---|---|---|---|---|
| Active: Pre-65 Benefit | 902,597 | $101,892 | $499,042 | $278,015 | $23,648 |
| Active: Post-65 Benefit | $199,210 | $27,846 | $171,364 | $0 | $0 |
| Subtotal | $1,101,807 | $129,738 | $670,406 | $278,015 | $23,648 |
| | | | | | |
| Retiree: Pre-65 Benefit | $217,957 | $0 | $180,415 | $37,542 | $0 |
| Retiree: Post-65 Benefit | $0 | $0 | $0 | $0 | $0 |
| Subtotal | $217,957 | $0 | $180,415 | $37,542 | $0 |
| | | | | | |
| Subtotal: Pre-65 Benefit | $1,120,554 | $101,892 | $679,457 | $315,557 | $23,648 |
| Subtotal: Post-65 Benefit | $199,210 | $27,846 | $171,364 | $0 | $0 |
| | | | | | |
| Total OPEB Liability (TOL) | $1,319,764 | $129,738 | $850,821 | $315,557 | $23,648 |
| Fiduciary Net Position as of June 30, 2026 | $0 | | | | |
| Net OPEB Liability (NOL) | $1,319,764 | | | | |

4. "Pay As You Go" Projection of Retiree Benefit Payments

We used the actuarial assumptions shown in Appendix C to project the District's ten year retiree benefit outlay. Because these cost estimates reflect average assumptions applied to a relatively small number of participants, estimates for individual years are **certain** to be ***in***accurate. However, these estimates show the size of cash outflow.

The following table shows a projection of annual amounts needed to pay the District's share of retiree health costs.

| *Year Beginning July 1* | *Total* | *Certificated Management* | *Certificated* | *Classified* | *Classified Management* |
|---|---|---|---|---|---|
| 2026 | $124,667 | $0 | $113,471 | $11,196 | $0 |
| 2027 | $96,293 | $0 | $83,231 | $13,062 | $0 |
| 2028 | $79,382 | $0 | $62,588 | $16,794 | $0 |
| 2029 | $87,313 | $0 | $75,403 | $11,910 | $0 |
| 2030 | $95,352 | $5,160 | $72,477 | $17,715 | $0 |
| 2031 | $105,084 | $9,895 | $73,815 | $21,374 | $0 |
| 2032 | $92,731 | $14,213 | $47,087 | $31,431 | $0 |
| 2033 | $84,159 | $16,592 | $43,831 | $23,736 | $0 |
| 2034 | $76,549 | $18,926 | $25,537 | $32,086 | $0 |
| 2035 | $71,380 | $21,260 | $22,287 | $27,833 | $0 |

## G. Additional Reconciliation of GASB 75 Results

The following table shows the reconciliation of the June 30, 2025 Net OPEB Liability (NOL) in the prior valuation to the June 30, 2026 NOL. For some plans, it will provide additional detail and transparency beyond that shown in the table on Page 4.

| | *TOL* | *FNP* | *NOL* |
|---|---|---|---|
| **Balance at June 30, 2025** | **$1,571,830** | **$0** | **$1,571,830** |
| Service Cost | $117,371 | $0 | $117,371 |
| Interest on Total OPEB Liability | $80,129 | $0 | $80,129 |
| Expected Investment Income | $0 | $0 | $0 |
| Administrative Expenses | $0 | $0 | $0 |
| Employee Contributions | $0 | $0 | $0 |
| Employer Contributions to Trust | $0 | $0 | $0 |
| Employer Contributions as Benefit Payments | $0 | $179,150 | ($179,150) |
| Benefit Payments from Trust | $0 | $0 | $0 |
| Expected Benefit Payments from Employer | ($179,150) | ($179,150) | $0 |
| **Expected Balance at June 30, 2026** | **$1,590,180** | **$0** | **$1,590,180** |
| Experience (Gains)/Losses | ($315,603) | $0 | ($315,603) |
| Changes in Assumptions | $45,187 | $0 | $45,187 |
| Changes in Benefit Terms | $0 | $0 | $0 |
| Investment Gains/(Losses) | $0 | $0 | $0 |
| Other | $0 | $0 | $0 |
| Net Change during 2026 | ($252,066) | $0 | ($252,066) |
| **Actual Balance at June 30, 2026*** | **$1,319,764** | **$0** | **$1,319,764** |

* May include a slight rounding error.

Changes in the NOL arising from certain sources are recognized on a deferred basis. The deferral history for Durham USD is shown beginning on page 25. The following table summarizes the beginning and ending balances for each deferral item. The current year expense reflects the change in deferral balances for the measurement year.

**Deferred Inflow/Outflow Balances Fiscal Year Ending June 30, 2026**

| | *Beginning Balance* | *Change Due to New Deferrals* | *Change Due to Recognition* | *Ending Balance* |
|---|---|---|---|---|
| Experience (Gains)/Losses | $100,521 | ($315,603) | ($976) | ($216,058) |
| Assumption Changes | ($561,930) | $45,187 | $36,555 | ($480,188) |
| Investment (Gains)/Losses | $0 | $0 | $0 | $0 |
| Deferred Balances | ($461,409) | ($270,416) | $35,579 | ($696,246) |

The following table shows the reconciliation of Net Position (NOL less the balance of any deferred inflows or outflows). When adjusted for contributions, the change in Net Position is equal to the OPEB expense shown previously on page 5.

**OPEB Expense Fiscal Year Ending June 30, 2026**

| | *Beginning Net Position* | *Ending Net Position* | *Change* |
|---|---|---|---|
| Net OPEB Liability (NOL) | $1,571,830 | $1,319,764 | ($252,066) |
| Deferred Balances | ($461,409) | ($696,246) | ($234,837) |
| Net Position | $2,033,239 | $2,016,010 | ($17,229) |
| Adjust Out Employer Contributions | | | $179,150 |
| OPEB Expense | | | $161,921 |

## H. Procedures for Future Valuations

GASB 74/75 require annual measurements of liability with a full actuarial valuation required every two years. This means that for the measurement date one year following a full actuarial valuation, a streamlined "roll-forward" valuation may be performed in place of a full valuation. The following outlines the key differences between full and roll-forward valuations.

| | Full Actuarial Valuation | Roll-Forward Valuation |
|---|---|---|
| Collect New Census Data | Yes | No |
| Reflect Updates to Plan Design | Yes | No |
| Update Actuarial Assumptions | Yes | Typically Not |
| Update Valuation Interest Rate | Yes | Yes |
| Actual Assets as of Measurement Date | Yes | Yes |
| Timing | 4-6 weeks after information is received | 1-2 weeks after information is received |
| Fees | Full | Reduced |
| Information Needed from Employer | Moderate | Minimal |
| Required Frequency | At least every two years | Each year, unless a full valuation is performed |

The majority of employers use an alternating cycle of a full valuation one year followed by a roll-forward valuation the next year. However, a full valuation may be required or preferred under certain circumstances. Following are examples of actions that could cause the employer to consider a full valuation instead of a roll-forward valuation.

- The employer adds or terminates a group of participants that constitutes a significant part of the covered group.
- The employer considers or implements changes to retiree benefit provisions or eligibility requirements.
- The employer considers or puts in place an early retirement incentive program.
- The employer desires the measured liability to incorporate more recent census data or assumptions.

We anticipate that the next valuation we perform for Durham USD will be a roll-forward valuation with a measurement date of June 30, 2027 which will be used for the fiscal year ending June 30, 2027. Please let us know if Durham USD would like to discuss whether another full valuation would be preferable based on any of the examples listed above.

## PART III: ACTUARIAL ASSUMPTIONS AND METHODS

Following is a summary of actuarial assumptions and methods used in this study. The District should carefully review these assumptions and methods to make sure they reflect the District's assessment of its underlying experience. It is important for Durham USD to understand that the appropriateness of all selected actuarial assumptions and methods are Durham USD's responsibility. Unless otherwise disclosed in this report, Foster & Foster believes that all methods and assumptions are within a reasonable range based on the provisions of GASB 74 and 75, applicable actuarial standards of practice, Durham USD's actual historical experience, and Foster & Foster's judgment based on experience and training.

### A. ACTUARIAL METHODS AND ASSUMPTIONS:

*ACTUARIAL COST METHOD:* GASB 74 and 75 require use of the entry age actuarial cost method.

Entry age is based on the age at hire for eligible employees. The attribution period is determined as the difference between the expected retirement age and the age at hire. The APVPBP and present value of future service costs are determined on a participant by participant basis and then aggregated.

*SUBSTANTIVE PLAN:* As required under GASB 74 and 75, we based the valuation on the substantive plan. The formulation of the substantive plan was based on a review of written plan documents as well as historical information provided by Durham USD regarding practices with respect to employer and employee contributions and other relevant factors.

## B. ECONOMIC ASSUMPTIONS:

Economic assumptions are set under the guidance of Actuarial Standard of Practice 27 (ASOP 27). Among other things, ASOP 27 provides that economic assumptions should reflect a consistent underlying rate of general inflation. For that reason, we show our assumed long-term inflation rate below.

*INFLATION*: We assumed 2.50% per year used for pension purposes. Actuarial standards require using the same rate for OPEB that is used for pension.

*INVESTMENT RETURN / DISCOUNT RATE*: We assumed 4.67% per year net of expenses. This is based on the Bond Buyer 20 Bond Index.

*TREND:* We assumed 4.00% per year. Our long-term trend assumption is based on the conclusion that, while medical trend will continue to be cyclical, the average increase over time cannot continue to outstrip general inflation by a wide margin. Trend increases in excess of general inflation result in dramatic increases in unemployment, the number of uninsured and the number of underinsured. These effects are nearing a tipping point which will inevitably result in fundamental changes in health care finance and/or delivery which will bring increases in health care costs more closely in line with general inflation. We do not believe it is reasonable to project historical trend vs. inflation differences several decades into the future.

*PAYROLL INCREASE*: We assumed 2.75% per year. Since benefits do not depend on salary (as they do for pensions), this assumption is only used to determine the accrual pattern of the Actuarial Present Value of Projected Benefit Payments.

*FIDUCIARY NET POSITION (FNP):* The following table shows the beginning and ending FNP numbers that were provided by Durham USD.

**Fiduciary Net Position as of June 30, 2026**

| | *06/30/2025* | *06/30/2026* |
|---|---|---|
| Cash and Equivalents | $0 | $0 |
| Contributions Receivable | $0 | $0 |
| Total Investments | $0 | $0 |
| Capital Assets | $0 | $0 |
| Total Assets | $0 | $0 |
| Benefits Payable | $0 | $0 |
| Fiduciary Net Position | $0 | $0 |

## C. NON-ECONOMIC ASSUMPTIONS:

Economic assumptions are set under the guidance of Actuarial Standard of Practice 35 (ASOP 35). See Appendix C, Paragraph 52 for more information.

### *MORTALITY*

| *Participant Type* | *Mortality Tables* |
|---|---|
| Certificated | 2024 CalSTRS Mortality |
| Classified | 2025 CalPERS Mortality for Miscellaneous and Schools Employees |

### *RETIREMENT RATES*

| *Employee Type* | *Retirement Rate Tables* |
|---|---|
| Certificated Management | Hired 2012 and earlier: 2024 CalSTRS 2.0%@60 Rates |
| | Hired 2013 and later: 2024 CalSTRS 2.0%@62 Rates |
| Certificated | Hired 2012 and earlier: 2024 CalSTRS 2.0%@60 Rates |
| | Hired 2013 and later: 2024 CalSTRS 2.0%@62 Rates |
| Classified | Hired 2012 and earlier: 2025 CalPERS 2.0%@55 Rates for Schools Employees |
| | Hired 2013 and later: 2025 CalPERS 2.0%@62 Rates for School Employees |
| Classified Management | 2025 CalPERS 2.0%@62 Rates for School Employees |

### *COSTS FOR RETIREE COVERAGE*

Actuarial Standard of Practice 6 (ASOP 6) Section 3.7.7(c)(3) provides that unadjusted premium may be used as the basis for retiree liabilities if retiree premium rates are not subsidized by active premium rates. We evaluated active and retiree rates and determined that there is not likely to be a subsidy between active and retiree rates. Therefore, retiree liabilities are based on actual employer contributions. Liabilities for active participants are based on the first year costs shown below. Subsequent years' costs are based on first year costs adjusted for trend and limited by any District contribution caps.

| *Participant Type* | *Future Retirees Pre-65* | *Future Retirees Post-65* |
|---|---|---|
| Certificated | See Benefit Description | See Benefit Description |
| Certificated Management | See Benefit Description | See Benefit Description |
| Classified | See Benefit Description | |
| Classified Management | See Benefit Description | |

### *PARTICIPATION RATES*

| *Employee Type* | *<65 Non-Medicare Participation %* | *65+ Medicare Participation %* |
|---|---|---|
| Certificated | 100% | 100% |
| Classified | 100% | |

### *TURNOVER*

| *Employee Type* | *Turnover Rate Tables* |
|---|---|
| Certificated | 2024 CalSTRS Termination Rates |
| Classified | 2025 CalPERS Turnover for School Employees |

### *SPOUSE PREVALENCE*

To the extent not provided and when needed to calculate benefit liabilities, 80% of retirees assumed to be married at retirement. After retirement, the percentage married is adjusted to reflect mortality.

### *SPOUSE AGES*

To the extent spouse dates of birth are not provided and when needed to calculate benefit liabilities, female spouse assumed to be three years younger than male.

# PART IV: APPENDICES

## APPENDIX A: DEMOGRAPHIC DATA BY AGE

### ELIGIBLE ACTIVE EMPLOYEES BY AGE AND EMPLOYEE CLASS

| *Age* | *Total* | *Certificated Management* | *Certificated* | *Classified* | *Classified Management* |
|---|---|---|---|---|---|
| Under 25 | 3 | 0 | 3 | 0 | 0 |
| 25 – 29 | 15 | 0 | 10 | 4 | 1 |
| 30 – 34 | 7 | 0 | 5 | 2 | 0 |
| 35 – 39 | 20 | 1 | 10 | 7 | 2 |
| 40 – 44 | 22 | 1 | 10 | 10 | 1 |
| 45 – 49 | 22 | 3 | 6 | 13 | 0 |
| 50 – 54 | 11 | 1 | 5 | 5 | 0 |
| 55 – 59 | 11 | 1 | 5 | 5 | 0 |
| 60 – 64 | 6 | 0 | 6 | 0 | 0 |
| 65 and older | 0 | 0 | 0 | 0 | 0 |
| Total | 117 | 7 | 60 | 46 | 4 |

### ELIGIBLE ACTIVE EMPLOYEES BY AGE AND SERVICE

| | *Total* | *Under 5 Years of Service* | *5 – 9 Years of Service* | *10 – 14 Years of Service* | *15 –19 Years of Service* | *20 – 24 Years of Service* | *25 – 29 Years of Service* | *30 – 34 Years of Service* | *Over 34 Years of Service* |
|---|---|---|---|---|---|---|---|---|---|
| Under 25 | 3 | 3 | | | | | | | |
| 25 – 29 | 15 | 15 | | | | | | | |
| 30 – 34 | 7 | 6 | 1 | | | | | | |
| 35 – 39 | 20 | 13 | 6 | 1 | | | | | |
| 40 – 44 | 22 | 11 | 8 | 2 | 1 | | | | |
| 45 – 49 | 22 | 12 | 7 | 1 | | 2 | | | |
| 50 – 54 | 11 | 6 | 4 | | 1 | | | | |
| 55 – 59 | 11 | | 1 | 1 | 4 | 1 | 4 | | |
| 60 – 64 | 6 | | | | 1 | 3 | 1 | 1 | |
| 65 and older | 0 | | | | | | | | |
| Total | 117 | 66 | 27 | 5 | 7 | 6 | 5 | 1 | 0 |

### ELIGIBLE RETIREES BY AGE AND EMPLOYEE CLASS

| *Age* | *Total* | *Certificated Management* | *Certificated* | *Classified* | *Classified Management* |
|---|---|---|---|---|---|
| Under 50 | 0 | 0 | 0 | 0 | 0 |
| 50 – 54 | 0 | 0 | 0 | 0 | 0 |
| 55 – 59 | 1 | 0 | 0 | 1 | 0 |
| 60 – 64 | 12 | 0 | 10 | 2 | 0 |
| 65 – 69 | 0 | 0 | 0 | 0 | 0 |
| 70 – 74 | 0 | 0 | 0 | 0 | 0 |
| 75 – 79 | 0 | 0 | 0 | 0 | 0 |
| 80 – 84 | 0 | 0 | 0 | 0 | 0 |
| 85 – 89 | 0 | 0 | 0 | 0 | 0 |
| 90 and older | 0 | 0 | 0 | 0 | 0 |
| Total | 13 | 0 | 10 | 3 | 0 |

## APPENDIX B: ADMINISTRATIVE BEST PRACTICES

It is outside the scope of this report to make specific recommendations of actions Durham USD should take to manage the liability created by the current retiree health program. The following items are intended only to allow the District to get more information from this and future studies. Because we have not conducted a comprehensive administrative audit of Durham USD's practices, it is possible that Durham USD is already complying with some or all of these suggestions.

- We suggest that Durham USD maintain an inventory of all benefits and services provided to retirees – whether contractually or not and whether retiree-paid or not. For each, Durham USD should determine whether the benefit is material and subject to GASB 74 and/or 75.

- Under GASB 75, it is important to isolate the cost of retiree health benefits. Durham USD should have all premiums, claims and expenses for retirees separated from active employee premiums, claims, expenses, etc. To the extent any retiree benefits are made available to retirees over the age of 65 – ***even on a retiree-pay-all basis*** – all premiums, claims and expenses for post-65 retiree coverage should be segregated from those for pre-65 coverage. Furthermore, Durham USD should arrange for the rates or prices of all retiree benefits to be set on what is expected to be a self-sustaining basis.

- Durham USD should establish a way of designating employees as eligible or ineligible for future OPEB benefits. Ineligible employees can include those in ineligible job classes; those hired after a designated date restricting eligibility; those who, due to their age at hire cannot qualify for District-paid OPEB benefits; employees who exceed the termination age for OPEB benefits, etc.

- Several assumptions were made in estimating costs and liabilities under Durham USD's retiree health program. Further studies may be desired to validate any assumptions where there is any doubt that the assumption is appropriate. (See Part III of this report for a summary of assumptions.) For example, Durham USD should maintain a retiree database that includes – in addition to date of birth, gender and employee classification – retirement date and (if applicable) dependent date of birth, relationship and gender. It will also be helpful for Durham USD to maintain employment termination information – namely, the number of OPEB-eligible employees in each employee class that terminate employment each year for reasons other than death, disability or retirement.

## APPENDIX C: GASB 74/75 ACCOUNTING ENTRIES AND DISCLOSURES

This report does not necessarily include the entire accounting values. As mentioned earlier, there are certain deferred items that are employer-specific. The District should consult with its auditor if there are any questions about what, if any, adjustments may be appropriate.

GASB 74/75 include a large number of items that should be included in the Note Disclosures and Required Supplementary Information (RSI) Schedules. Many of these items are outside the scope of the actuarial valuation. However, following is information to assist the District in complying with GASB 74/75 disclosure requirements:

**Paragraph 50:** **Information about the OPEB Plan**

Most of the information about the OPEB plan should be supplied by Durham USD. Following is information to help fulfill Paragraph 50 reporting requirements.

50.c: Following is a table of plan participants

| | Number of Participants |
|---|---|
| Inactive Employees Currently Receiving Benefit Payments | 13 |
| Inactive Employees Entitled to But Not Yet Receiving Benefit Payments* | 0 |
| Participating Active Employees | 117 |
| Total Number of participants | 130 |

*We were not provided with information about any terminated, vested employees

**Paragraph 51:** **Significant Assumptions and Other Inputs**

Shown in Part III.

**Paragraph 52:** **Information Related to Assumptions and Other Inputs**

The following information is intended to assist Durham USD in complying with the requirements of Paragraph 52.

52.b: Mortality Assumptions Following are the tables the mortality assumptions are based upon. Inasmuch as these tables are based on appropriate populations, and that these tables are used for pension purposes, we believe these tables to be the most appropriate for the valuation.

| | |
|---|---|
| Mortality Table | 2025 CalPERS Mortality for Miscellaneous and Schools Employees |
| Disclosure | The mortality assumptions are based on the 2025 CalPERS Mortality for Miscellaneous and Schools Employees table created by CalPERS. CalPERS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis. |

| | |
|---|---|
| Mortality Table | 2025 CalPERS Retiree Mortality for Miscellaneous and Schools Employees |
| Disclosure | The mortality assumptions are based on the 2025 CalPERS Retiree Mortality for Miscellaneous and Schools Employees table created by CalPERS. CalPERS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis. |

| | |
|---|---|
| Mortality Table | 2024 CalSTRS Mortality |
| Disclosure | The mortality assumptions are based on the 2024 CalSTRS Mortality table created by CalSTRS. CalSTRS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalSTRS analysis. |

52.c: Experience Studies Following are the tables the retirement and turnover assumptions are based upon. Inasmuch as these tables are based on appropriate populations, and that these tables are used for pension purposes, we believe these tables to be the most appropriate for the valuation.

Retirement Tables

| | |
|---|---|
| Retirement Table | 2025 CalPERS 2.0%@55 Rates for Schools Employees |
| Disclosure | The retirement assumptions are based on the 2025 CalPERS 2.0%@55 Rates for Schools Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool. |

| | |
|---|---|
| Retirement Table | 2025 CalPERS 2.0%@62 Rates for School Employees |
| Disclosure | The retirement assumptions are based on the 2025 CalPERS 2.0%@62 Rates for School Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool. |

| | |
|---|---|
| Retirement Table | 2024 CalSTRS 2.0%@60 Rates |
| Disclosure | The retirement assumptions are based on the 2024 CalSTRS 2.0%@60 Rates table created by CalSTRS. CalSTRS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool. |

| | |
|---|---|
| Retirement Table | 2024 CalSTRS 2.0%@62 Rates |
| Disclosure | The retirement assumptions are based on the 2024 CalSTRS 2.0%@62 Rates table created by CalSTRS. CalSTRS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool. |

Turnover Tables

| Turnover Table | 2025 CalPERS Turnover for School Employees |
|---|---|
| Disclosure | The turnover assumptions are based on the 2025 CalPERS Turnover for School Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool. |

| Turnover Table | 2024 CalSTRS Termination Rates |
|---|---|
| Disclosure | The turnover assumptions are based on the 2024 CalSTRS Termination Rates table created by CalSTRS. CalSTRS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool. |

For other assumptions, we use actual plan provisions and plan data.

52.d: The alternative measurement method was not used in this valuation.

52.e: NOL using alternative trend assumptions The following table shows the Net OPEB Liability with a healthcare cost trend rate 1% higher and 1% lower than assumed in the valuation.

| | Trend 1% Lower | Valuation Trend | Trend 1% Higher |
|---|---|---|---|
| Net OPEB Liability | $1,181,805 | $1,319,764 | $1,484,624 |

**Paragraph 53:** **Discount Rate**

The following information is intended to assist Durham USD to comply with Paragraph 53 requirements.

53.a: A discount rate of 4.67% was used in the valuation. The interest rate used in the prior valuation was 5.20%.

53.b: We assumed that all contributions are from the employer.

53.c: There are no plan assets.

53.d: The interest assumption reflects a municipal bond rate. We used the Bond Buyer 20 Index at June 30, 2026 resulting in a rate of 4.67%.

53.e: Not applicable.

53.f: There are no plan assets.

53.g: The following table shows the Net OPEB liability with a discount rate 1% higher and 1% lower than assumed in the valuation.

| | Discount Rate 1% Lower | Valuation Discount Rate | Discount Rate 1% Higher |
|---|---|---|---|
| Net OPEB Liability | $1,412,895 | $1,319,764 | $1,233,201 |

**Paragraph 55:** **Changes in the Net OPEB Liability**

Please see reconciliation on pages 4 or 14.

**Paragraph 56:** **Additional Net OPEB Liability Information**

The following information is intended to assist Durham USD to comply with Paragraph 56 requirements.

56.a: The valuation date is June 30, 2026.
The measurement date is June 30, 2026.
56.b: We are not aware of a special funding arrangement.
56.c: The interest assumption changed from 5.20% to 4.67%. Assumed rates of retirement, termination, and mortality have been updated to align with those currently being used by the statewide pension systems.
56.d: There were no changes in benefit terms since the prior measurement date.
56.e: Not applicable
56.f: To be determined by the employer
56.g: To be determined by the employer
56.h: Other than contributions after the measurement, all deferred inflow and outflow balances are shown on page 14 and in Appendix D
56.i: Future recognition of deferred inflows and outflows is shown in Appendix D

**Paragraph 57:** **Required Supplementary Information**

57.a: Please see reconciliation on pages 4 or 14. Please see the notes for Paragraph 244 below for more information.
57.b: These items are provided on pages 4 and 14 for the current valuation, except for covered payroll, which should be determined based on appropriate methods.
57.c: We have not been asked to calculate an actuarially determined contribution amount. We assume the District contributes on an ad hoc basis, but in an amount sufficient to fully fund the obligation over a period not to exceed 24 years.
57.d: We are not aware that there are any statutorily or contractually established contribution requirements.

**Paragraph 58:** **Actuarially Determined Contributions**

We have not been asked to calculate an actuarially determined contribution amount. We assume the District contributes on an ad hoc basis, but in an amount sufficient to fully fund the obligation over a period not to exceed 24 years.

**Paragraph 244:** **Transition Option**

Prior periods were not restated due to the fact that prior valuations were not rerun in accordance with GASB 75. It was determined that the time and expense necessary to rerun prior valuations and to restate prior financial statements was not justified.

## APPENDIX D: DEFERRED OUTFLOWS OF RESOURCES AND DEFERRED INFLOWS OF RESOURCES

### EXPERIENCE GAINS AND LOSSES

| | | | | Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of Experience Gains and Losses (Measurement Periods) | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Measurement Period | Experience (Gain)/Loss | Original Recognition Period (Years) | Amounts Recognized in OPEB Expense through 2025 | 2026 | Amounts to be Recognized in OPEB Expense after 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | Thereafter |
| 2019-20 | $71,618 | 7 | $61,386 | $10,232 | $0 | | | | | | |
| 2021-22 | $231,164 | 12.1 | $76,420 | $19,105 | $135,639 | $19,105 | $19,105 | $19,105 | $19,105 | $19,105 | $40,114 |
| 2023-24 | ($75,765) | 13.4 | ($11,310) | ($5,655) | ($58,800) | ($5,655) | ($5,655) | ($5,655) | ($5,655) | ($5,655) | ($30,525) |
| 2024-25 | $0 | 0 | $0 | $0 | $0 | | | | | | |
| 2025-26 | ($315,603) | 13.9 | $0 | ($22,706) | ($292,897) | ($22,706) | ($22,706) | ($22,706) | ($22,706) | ($22,706) | ($179,367) |
| **Net Increase (Decrease) in OPEB Expense** | | | **$126,496** | **$976** | **($216,058)** | **($9,256)** | **($9,256)** | **($9,256)** | **($9,256)** | **($9,256)** | **($169,778)** |

## CHANGES OF ASSUMPTIONS

| | | | | Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of Changes of Assumptions (Measurement Periods) | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Measurement Period | Changes of Assumptions | Original Recognition Period (Years) | Amounts Recognized in OPEB Expense through 2025 | 2026 | Amounts to be Recognized in OPEB Expense after 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | Thereafter |
| 2018-19 | $32,027 | 12 | $18,683 | $2,669 | $10,675 | $2,669 | $2,669 | $2,669 | $2,668 | | |
| 2019-20 | $167,110 | 7 | $143,238 | $23,872 | $0 | | | | | | |
| 2020-21 | $3,999 | 7 | $2,855 | $571 | $573 | $573 | | | | | |
| 2021-22 | ($625,659) | 12.1 | ($206,832) | ($51,708) | ($367,119) | ($51,708) | ($51,708) | ($51,708) | ($51,708) | ($51,708) | ($108,579) |
| 2022-23 | ($11,265) | 12.1 | ($2,793) | ($931) | ($7,541) | ($931) | ($931) | ($931) | ($931) | ($931) | ($2,886) |
| 2023-24 | ($54,416) | 13.4 | ($8,122) | ($4,061) | ($42,233) | ($4,061) | ($4,061) | ($4,061) | ($4,061) | ($4,061) | ($21,928) |
| 2024-25 | ($136,915) | 13.4 | ($10,218) | ($10,218) | ($116,479) | ($10,218) | ($10,218) | ($10,218) | ($10,218) | ($10,218) | ($65,389) |
| 2025-26 | $45,187 | 13.9 | $0 | $3,251 | $41,936 | $3,251 | $3,251 | $3,251 | $3,251 | $3,251 | $25,681 |
| **Net Increase (Decrease) in OPEB Expense** | | | **($63,189)** | **($36,555)** | **($480,188)** | **($60,425)** | **($60,998)** | **($60,998)** | **($60,999)** | **($63,667)** | **($173,101)** |

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## INVESTMENT GAINS AND LOSSES

| | | | Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of Investment Gains and Losses (Measurement Periods) | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Measurement Period | Investment (Gain)/Loss | Original Recognition Period (Years) | Amounts Recognized in OPEB Expense through 2025 | 2026 | Amounts to be Recognized in OPEB Expense after 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | Thereafter |
| 2023-24 | $0 | 0 | $0 | $0 | $0 | | | | | | |
| 2024-25 | $0 | 0 | $0 | $0 | $0 | | | | | | |
| 2025-26 | $0 | 0 | $0 | $0 | $0 | | | | | | |
| **Net Increase (Decrease) in OPEB Expense** | | | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** |

## APPENDIX E: GLOSSARY OF RETIREE HEALTH VALUATION TERMS

Note: The following definitions are intended to help a *non*-actuary understand concepts related to retiree health valuations. Therefore, the definitions may not be actuarially accurate.

| | |
|---|---|
| Actuarial Cost Method: | A mathematical model for allocating OPEB costs by year of service. The only actuarial cost method allowed under GASB 74/75 is the entry age actuarial cost method. |
| Actuarial Present Value of Projected Benefit Payments: | The projected amount of all OPEB benefits to be paid to current and future retirees discounted back to the valuation or measurement date. |
| Deferred Inflows/Outflows of Resources: | A portion of certain items that can be deferred to future periods or that weren't reflected in the valuation. The former includes investment gains/losses, actuarial gains/losses, and gains/losses due to changes in actuarial assumptions or methods. The latter includes contributions made to a trust subsequent to the measurement date but before the statement date. |
| Discount Rate: | Assumed investment return net of all investment expenses. Generally, a higher assumed interest rate leads to lower service costs and total OPEB liability. |
| Fiduciary Net Position: | Net assets (liability) of a qualifying OPEB "plan" (i.e. qualifying irrevocable trust or equivalent arrangement). |
| Implicit Rate Subsidy: | The estimated amount by which retiree rates are understated in situations where, for rating purposes, retirees are combined with active employees and the employer is expected, in the long run, to pay the underlying cost of retiree benefits. |
| Measurement Date: | The date at which assets and liabilities are determined in order to estimate TOL and NOL. |
| Mortality Rate: | Assumed proportion of people who die each year. Mortality rates always vary by age and often by sex. A mortality table should always be selected that is based on a similar "population" to the one being studied. |
| Net OPEB Liability (NOL): | The Total OPEB Liability minus the Fiduciary Net Position. |
| OPEB Benefits: | Other Post Employment Benefits. Generally, medical, dental, prescription drug, life, long-term care or other postemployment benefits that are not pension benefits. |
| OPEB Expense: | This is the amount employers must recognize as an expense each year. The annual OPEB expense is equal to the Service Cost plus interest on the Total OPEB Liability (TOL) plus change in TOL due to plan changes minus projected investment income; all adjusted to reflect deferred inflows and outflows of resources. |
| Participation Rate: | The proportion of retirees who elect to receive retiree benefits. A lower participation rate results in lower service cost and a TOL. The participation rate often is related to retiree contributions. |

| | |
|---|---|
| Pay As You Go Cost: | The projected benefit payments to retirees in a given year as estimated by the actuarial valuation. Actual benefit payments are likely to differ from these estimated amounts. For OPEB plans that do not pre-fund through an irrevocable trust, the Pay As You Go Cost serves as an estimated amount to budget for annual OPEB payments. |
| Retirement Rate: | The proportion of active employees who retire each year. Retirement rates are usually based on age and/or length of service. (Retirement rates can be used in conjunction with the service requirement to reflect both age and length of service). The more likely employees are to retire early, the higher service costs and actuarial accrued liability will be. |
| Service Cost: | The annual dollar value of the "earned" portion of retiree health benefits if retiree health benefits are to be fully accrued at retirement. |
| Service Requirement: | The proportion of retiree benefits payable under the OPEB plan, based on length of service and, sometimes, age. A shorter service requirement increases service costs and TOL. |
| Total OPEB Liability (TOL): | The amount of the actuarial present value of projected benefit payments attributable to participants' past service based on the actuarial cost method used. |
| Trend Rate: | The rate at which the employer's share of the cost of retiree benefits is expected to increase over time. The trend rate usually varies by type of benefit (e.g. medical, dental, vision, etc.) and may vary over time. A higher trend rate results in higher service costs and TOL. |
| Turnover Rate: | The rate at which employees cease employment due to reasons other than death, disability or retirement. Turnover rates usually vary based on length of service and may vary by other factors. Higher turnover rates reduce service costs and TOL. |
| Valuation Date: | The date as of which the OPEB obligation is determined by means of an actuarial valuation. Under GASB 74 and 75, the valuation date does not have to coincide with the statement date, but can't be more than 30 months prior. |

# DURHAM UNIFIED SCHOOL DISTRICT
## Board Meeting Date: 11-09-2026

| | |
|---|---|
| SUBJECT: August 2026 Board Policy Updates Second Reading | |
| | |
| PREPARER: John Bohannon, Superintendent | |
| RECOMMENDATION: | ☑ Approve<br>☐ Do Not Approve<br>☐ Accept<br>☐ Discuss<br>☐ Information Only |

Background:

For discussion and approval:
Second Reading of Board Policy Updates: August 2026
Available for review at the District Office and on the DUSD Webpage:
www.durhamunified.org

BL 9220: Governing Board Elections
BL 9240: Board Training
BP 0410: Nondiscrimination In District Programs
BP 1312.2: Complaints Concerning Instructional Materials
BP 1312.3: Uniform Complaint Procedures
BP 3471: Parcel Taxes
BP 4119.1: Civil and Legal Rights
BP 4131: Staff Development
BP 4219.1: Civil and Legal Rights
BP 4231: Staff Development
BP 4319.1: Civil and Legal Rights
BP 4331: Staff Development
BP 5020: Parent Rights and Responsibilities
BP 5022: Student and Family Privacy Rights
BP 5125: Student Records
BP 5131.8: Mobile Communication Devices
BP 5145.3: Nondiscrimination Harassment

BP 6141: Curriculum Development and Evaluation
BP 6159: Individualized Education Program
BP 6159.1: Procedural Safeguards and Complaints for Special Education
BP 6159.2: Nonpublic Nonsectarian School and Agency Services for Special Education
BP 6161.1: Selection and Evaluation of Instructional Materials
BP 6161.11: Supplementary Instructional Materials
BP 6163.1: Library Media Centers
BP 6164.4: Identification and Evaluation of Individuals for Special Education
BP 7214: General Obligation Bonds