



DURHAM UNIFIED SCHOOL DISTRICT



9420 Putney Drive, Durham, CA 95938

Regular Session Governing Board Meeting Agenda

Wednesday, November 12, 2025

Durham Unified School District Board Room

6 pm Open Session

Or

Join Zoom Meeting

<https://durhamunified.zoom.us/j/82560398065?pwd=ncTaMx4hbtT0GtOtLo98LSvi51PBOv.1>

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Passcode: 3jx6J5

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

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d. MOT	9-10
e. Superintendent	

F. ITEMS FROM THE BOARD

G. CONSENT AGENDA

1. Approval of Minutes from the October 21, 2025 Board meeting.	11-19
2. Approval of Accounts Payable for October 2025.	20-26

3. Approval of the Agreement For Special Services Butte Teacher Induction Program.

27-32

4. Employment:
Coaching Hire:

Employee	Position	Date
James Shorter	Girls Soccer Coach Volunteer	11/06/2025
Alex Hernandez	Girls Soccer Coach Volunteer	11/06/2025

Classified Hire:

Employee	Position	Date
Brad Hernandez	Custodian I	10/22/2025
Bailey Martin	Cook I - 5hr	10/28/2025
Todd Short	Custodian II	11/10/2025

Classified Resignation:

Employee	Position	Date
Sara Welday	SPED Paraprofessional	10/24/2025
Bailey Martin	Cook I - 4hr	10/27/2025
Todd Short	Custodian I	11/07/2025

H. INFORMATIONAL ITEMS:

1. Williams Settlement Annual School Visit Summary 2025-2026: Durham Intermediate School.

33-40

I. DISCUSSION/ACTION ITEMS:

1. **Discussion/Action:** Discussion and approval of the CTE Facilities Program Grant Resolutions #25-23, #25-24, and Blueprints.
2. **Discussion/Action:** Discussion and approval of the Ratification of the Design-Build contract between United Building Contractors, Inc. and DUSD for the construction of the Durham Intermediate School.

41-53

54-79

J. PUBLIC COMMENT ON CLOSED SESSION ITEMS / MOVE TO CLOSED SESSION

K. 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))*

L. RETURN TO OPEN SESSION

M. REPORT OF ACTION TAKEN IN CLOSED SESSION

N. NEXT BOARD MEETING DATE: Wednesday, December 17, 2025

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: 11-12-2025

SUBJECT: DES Principal Report

PREPARER: Samantha Brown

RECOMMENDATION:

- ☐ Approve
- ☐ Do Not Approve
- ☐ Accept
- ☐ Discuss
- ☒ Information Only

Enrollment: 525 students (increase of 1 student)

Events/Happenings: We have several field trips going on this month: Our 4th grade classes took a field trip to the Butte Creek Ecological Preserve. Mrs. Masuda and Miss Martinez's classes went on Friday, November 7th. Mr. Martin's class, which was scheduled for Wednesday, November 5th, will have to be rescheduled for the spring after being contacted by staff regarding concerns about the wind and potential falling tree branches. All 3rd grade classes will be attending Kid's Day at the CSU, Chico Farm on Thursday, November 13th for a fun day of learning through agricultural education stations. All 3rd grade students are currently working on their agricultural reports and will be presenting them to their classes soon.

DES PTS Cookie Dough and Gifts Fundraiser items were delivered to the Durham Memorial Hall for parents to pick-up on Wednesday, November 5th.

The end of the first trimester was on Wednesday, November 5th. Report cards will be passed out and discussed at parent-teacher conferences on afternoons of Tuesday, November 18th-Thursday, November 20th.

Our second grade classes will hold their evening VAPA performances of "Lifecycles the Musical" under the direction of Music/VAPA teacher, Jen Anderson and their classroom teacher on the evenings of Tuesday, November 18th-Thursday, November 20th, one class per night.

Olivia Bertagna (4th grade) and Melody Pierce (5th grade) will represent DES at the Butte County Farm Bureau Agribee on Friday, November 21st at the Butte County

Farm Bureau office located on the corner of Dayton Road and Durham-Dayton Highway. River Eagan (4th grade) is our alternate.

Staff Meeting/Grade Level Collaboration: Our November Staff Meeting was on Tuesday, November 4th. Our agenda focused on reviewing our October PBIS behavioral data, working on the revision of examples and non-examples of targeted behavior, providing staff with additional information about the 2023 Math Frameworks and math adoption, as well as discussing Aeries report cards, parent-teacher conferences and the latest DIBELS results.

During our Professional Learning Day on Monday, November 10th, staff will meet with their grade level teams to finalize our new trimester 1 Aeries Report cards, as well as meeting with our SBIT Leadership Team to review data and discuss support for our struggling students. Following lunch, our K-5 teachers will have a three hour Amplify Science training session, and our TK teachers will meet with BCOE UPK Specialist, Rita Baker, to learn more about toileting and trauma informed practices.

Shout Outs: A shout-out to Aimee Anderson from PTS for showing the DES staff some love and appreciation with the amazing treats in the staff room pre-Halloween.

Also a big shout-out to Maggie Mendoza, Oralia Bordin, and Jo Richer for their efforts in setting up the Dia de Los Muertos Museum and hosting a Dia de Los Muertos potluck celebration for our DELAC community, and to Josh Rowe for stopping by.

Outreach to Parents/Community: The DES Chess Club continues to meet bi-weekly on Mondays in the DES Library from 1:40-2:40PM.

The Reading Pals program maintains its consistent, steady support for students. While the Math Buddies program is also reliably operating, we are actively seeking additional volunteers to expand its reach and serve more students.

DES PTS will hold their next meeting on Tuesday, November 18th at the Durham Memorial Hall beginning at 8:30 AM.

The October School Site Council meeting was held on Wednesday, October 15th in Megan Renner's classroom at DES from 3:00-4:00PM. The committee discussed the purpose of assessments and discussed some of the changes at DES to address the low test scores. The November School Site Council meeting will be held on Wednesday, November 19th from 3:00-4:00 PM in DES Room 4.

I continue to update the DES website and post the Tiger Spotlight of the Week weekly.

DELAC: At our October meeting, we had our annual training and discussed what was going well and what they had questions about, and we planned for the upcoming Dia

de Los Muertos Museum in DES Portable 39 and a celebration potluck slated for Thursday, November 6th in lieu of our November monthly meeting to celebrate Dia de Los Muertos within the school community. The Dia de Los Muertos Museum was held this week, November 3rd-7th, and classes may visit by appointment.

Our next regular monthly meeting will be on Thursday, January 15th at 6:00 PM in the DES Multi-Purpose Room.

DURHAM UNIFIED SCHOOL DISTRICT

Board Meeting Date: 11-12-2025

SUBJECT: DIS Principal Report

PREPARER: Josh Rowe

RECOMMENDATION:

- ☐ Approve
- ☐ Do Not Approve
- ☐ Accept
- ☐ Discuss
- ☒ Information Only

Red Ribbon Week

Our classrooms were busy preparing for the annual Red Ribbon Week Door Decorating Contest in anticipation of the celebration. This year's national theme, "Life is a Puzzle – Solve It Drug Free," provided a meaningful foundation for encouraging students to make positive, healthy choices. To support this message, we hosted a series of themed dress-up days throughout the week. Thank you to Mrs. Lincoln and her student leadership team for doing such an excellent job organizing and promoting this event.

The Manor Project

The annual Manor Project with our History and English Departments is now complete. Both Mr. Ramsden's and Ms. Schnitzius's students spent the past several weeks diving into medieval history as they prepared for the Medieval Feast held on November 6. This engaging cross-curricular project gave students an opportunity to bring history and literature to life in creative and meaningful ways.

Pumpkin Drop Field Trip

Our 8th grade students traveled to Chico State on Halloween and were treated to a lesson on the basic laws of physics demonstrated through the annual Pumpkin Drop event. In addition to learning from the Chico State Student Physics Society, students participated in campus tours and gained valuable insight into college life and opportunities at Chico State.

6th Grade Earthquake Project

Chico State Civil Engineering students returned to campus the week of Halloween to help our 6th graders test their earthquake-resistant structures, following an earlier visit introducing the engineering challenge. Students worked collaboratively to design and build towers capable of withstanding a 10-second simulated earthquake while balancing a bean bag on top. If the structure remained standing, a second bean bag was added for an additional challenge. Many towers held strong, while others led to creative redesigns and problem-solving, giving students a meaningful hands-on learning experience. Thank you to Chico State and our 6th grade team

for facilitating this engaging project.

Athletics – Girls Basketball

Our Girls Basketball program continues to demonstrate excellence and competitive spirit. The 7th grade team brought home the Championship Trophy from the Willows Tournament, showcasing strong teamwork and determination. The 8th grade girls also represented Durham Intermediate well, earning 3rd place honors. Additionally, all three grade-level teams—6th, 7th, and 8th—secured convincing victories over Chico Junior High on October 29, reflecting a strong and promising start to the season. Our athletes continue to make us proud both on and off the court.

Cross Country

Our Panthers represented Durham Intermediate with pride and determination at the Valley Ridge Cross Country League Championships, competing alongside 11 schools. The 6th grade boys' team earned a strong 4th place finish, while our 8th grade girls' team captured an impressive 2nd place overall. We also had several standout individual performances:

- Aston Always – 2nd Place, 8th Grade Girls
- Austin Southworth – 5th Place, 7th Grade Boys
- Ben Webb – 2nd Place, 6th Grade Boys

Our student-athletes demonstrated outstanding effort, sportsmanship, and teamwork throughout the competition.

Student of the Month

Mrs. Withrow nominated our November Student of the Month, Holly McCoy, sharing the following:

“As an 8th grader, this student consistently shows motivation to learn and do their best in all they do. They go out of their way to help classmates, treat others with kindness, and truly represent what it means to be a Durham Intermediate Panther. Through their respect, empathy, and sense of purpose, they embody all three core traits each and every day.”

Enrollment

As of the writing of this report, DIS enrollment stands at 240 students.



DURHAM UNIFIED SCHOOL DISTRICT

Board Meeting Date: 11-12-2025

SUBJECT: DHS Principal Report

PREPARER: Marty Wilkes

RECOMMENDATION:

- ☐ Approve
- ☐ Do Not Approve
- ☐ Accept
- ☐ Discuss
- ☒ Information Only

Student of the Month:

November's Student of the Month is Joshua Harding. Josh has a 4.22 GPA and plays football, basketball, and runs on the track team. Mr. Harding will be applying to several colleges this year, including Cal Poly, Chico State, Notre Dame, and Colorado State. Josh would like to major in Civil Engineering. He is currently taking Calculus, Butte Spanish 3, SOU English and Government, Advanced Bio, Graph Design and Strength and Conditioning.

Shout Outs/Events:

College applications are in full swing. Special thanks to all the teachers and counselors that went out of their way to do the "last minute" letters of recommendation for students who "forgot" to ask in a timely fashion. It is a lot of stress but remember the lack of preparation by one does not constitute an emergency by others.

We had 42 students take the PSAT and 24 take the SAT last month.

Counseling hosted an evening for juniors and their parents that included a presentation from the Chico State Early Assessment Program. The 55 people in attendance learned about the difference between "Academic Preparedness vs College Eligibility", as well as the importance of students' CAASPP scores and how to better prepare for and perform on the test. It was very informative.

Congratulations to the boys and girls swim teams for winning the section championship.

From the Office / Events:

11/10 Marine Corps 250 Birthday

11/11 Veterans Day/107 Anniversary of the end of WWI

11/14 Football Playoffs

Enrollment:

9th = 84 10th = 81 11th = 81 12th = 79 BCOE= 3 TOTAL = 328

DURHAM UNIFIED SCHOOL DISTRICT

Board Meeting Date: 11-12-2025

SUBJECT: Student Services & Support Report

PREPARER: Marilyn Bertolucci

RECOMMENDATION:

- ☐ Approve
- ☐ Do Not Approve
- ☐ Accept
- ☐ Discuss
- ☒ Information Only

Special Education Services

- IEP; Annual and Eligibility Evaluation meetings
- 2025-2026 CBEDS ORA Data Collection Support
- Virtual meeting, *Welcome to IEP and Me* digital platform
- Weekly SPED Department Meetings
- SELPA Directors' Council Meeting
- Paraprofessional Interviews for an open position at DIS

Special Thank you to MOT for making sure that Specialized Transportation routes kept on track when we had team members out.

Health and Wellness Team

- CSU,Chico ARC Presentation by Psychologist Intern. *Thank you!*
- Created a digital list of families/students who may be in need this holiday season
- Reviewed absenteeism lists at each site
- High social emotional needs at this time

Student Services and Supports

- New to DUSD Teacher Support Group Collaboration Meeting
 - Responding to emails and suggestions for email signatures.
 - What are your professional boundaries? You need to know and stick with them.
 - Don't be afraid to ask for support from your Admin. Being clear with what you need when asking for support from your Admin.

DURHAM UNIFIED SCHOOL DISTRICT

Board Meeting Date: 11-12-2025

SUBJECT: MOT Report

PREPARER: Eric Kolstad

RECOMMENDATION:

- ☐ Approve
- ☐ Do Not Approve
- ☐ Accept
- ☐ Discuss
- ☒ Information Only

Background:

Transportation:

Unfortunately, we are still experiencing difficulties in finding a technician to work on the Lion Electric bus.

Grounds:

The EZ Flow system is now connected; however, due to the recent rainy weather, the sprinklers have remained off for much of the time. We have not yet noticed a significant reduction in gopher activity, but we continue to monitor the situation. Additionally, our team is working hard to keep campuses looking neat by staying on top of leaf cleanup.

Maintenance:

The maintenance team is preparing for upcoming classroom moves over the holiday breaks as construction projects continue to progress.

Custodial:

Our custodial staff continues to work diligently to maintain clean and safe campuses while managing staff absences and limited substitute availability. A few substitute custodians are in the final stages of completing their onboarding paperwork, and we look forward to having their support soon. In the meantime, the team is focused on keeping mud out of classrooms and assisting with upcoming holiday events across campuses.

Lastly, the MOT team as a whole has been stepping up to help cover the crossing guard position until it is filled.



DURHAM UNIFIED SCHOOL DISTRICT



9420 Putney Drive, Durham, CA 95938

Regular Session Governing Board Meeting Agenda

Tuesday, October 21, 2025

Durham Unified School District Board Room

6 pm Open Session

Or

Join Zoom Meeting

<https://durhamunified.zoom.us/j/87487591634?pwd=WfhDdXlDdjIwZ3VPWnZWUHLJaeCtoZz09>

Passcode: durham

+1 669 900 6833 Webinar ID: 825 6039 8065

Passcode: 3jx6J5

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 Tuesday, October 21, 2025.

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

Trustees Absent: Jennie DuBose

Administration Present: John Bohannon, Superintendent; Jess Knox, Chief Business Officer; Chloe Bartel, Human Resources/Executive Assistant; Samantha Brown, DES Principal; Josh Rowe, DIS 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. Pledge of Allegiance: Andrew Sohnrey

C. Change to the Agenda: No, but we will add the Addendum to the Consent Agenda.

D. Items From the Public: None

E. District Reports:

DUTA:

Becky Bill, DUTA president, shared that there have been a number of positive activities and initiatives taking place across the district. Teachers shared that last week's BMX bike assembly was a big hit with students and had a very positive impact. Second grade teachers also enjoyed taking their classes on a field trip to fish hatchery. Looking ahead, TK and Kindergarten students are preparing for Halloween trick-or-treating events next week, with TK students celebrating on campus and Kindergarten students going off campus. At the middle school, Red Ribbon Week kicks off next week with classroom door decorating contests, and English teachers will be hosting a Blackout Poetry contest. On Halloween, 8th grade students will participate in a pumpkin drop and visit the Janet Turner Museum. At the high

school, students are engaged in PSAT and SAT testing, and college application workshops are being held during lunch to support the application process. Upward Bound representatives recently visited English classes to connect with students, and one of our science teachers, who also teaches Upward Bound Physics in the summer, continues to help promote the program on campus. The high school staff is also dedicating significant time and effort to developing strategies to improve student performance on state assessments.

Durham Elementary School: Samantha Brown, Principal:

Enrollment: 524 (as of Monday, September 29th, with possible enrollment of three more students in 1st, 4th and 5th grade)

Events/Happenings: October is a long and busy month!

On Thursday, October 2nd, we showed appreciation for our hard-working custodians on School Custodian Appreciation Day with a card and some treats.

California Arts Day, aka "Chalk Day" was held on Friday, October 3rd. This year's theme is "Flight of Possibilities: When we work together, the sky is the limit!" Students were encouraged to draw chalk images on the sidewalk in front of DES that display aerial imagery: planes, hot air balloons, kites, birds, insects, etc. or working together to reach great heights.

Our 4th and 5th grade classes will participate in an Agribee in the DES MPR on Friday, October 10th to identify two students and an alternate to move on to the Butte County Farm Bureau Agribee on Friday, November 21st.

We have Lifetouch Picture Retakes on Wednesday, October 15th.

We will participate in The Great American Shakeout on Thursday, October 16th which will be an earthquake safety drill.

DES ASB will host a BMX Assembly on the DES Playground (weather permitting) on Friday, October 17th from 1:30-2:50 PM for all K-5 students.

We have many field trips going on this month: 2nd grade classes will go to the Feather River Fish Hatchery as part of their science unit on lifecycles and animal adaptations on Friday, October 17th; our DHH students will visit TJ Farms on Monday, October 20th with BCOE DHH teacher, Brittany Allen; our Kindergarten classes will visit the Book Family Farm Pumpkin Patch on Friday, October 24th; and, our 1st grade classes will visit the Patrick Ranch Pumpkin Patch on Friday, October 24th.

During the week of October 20th, teachers will begin administering Trimester 1 Report Card Assessments and Student Council will hold their Spooky Gram Fundraiser, and Principal Brown will hold her monthly Popsicles with the Principal on Friday to recognize students recommended by their classroom teachers for students who exemplify the "power of yet" and "perseverance."

During the week of October 27th, teachers will continue administering Trimester 1 Report Card Assessments; we will celebrate Red Ribbon Week with daily school spirit days; and, we will have our costume parade at 8:30AM on Friday, October 31st followed by TK students trick-or-treating around the district and our Kindergarten classes trick-or-treating businesses around the community.

Staff Meeting/Grade Level Collaboration: On Monday, October 6th, our teacher pilot group for Amplify CA Desmos Math met for training and check-ins via Zoom with the Amplify team during Monday Early Release Collaboration time.

We held our October Staff Meeting on Tuesday, October 7th. We completed a Technology survey so our Technology Committee can better meet the current technology needs of our current staff, and our PBIS Leadership Team gave an update on behaviors and discussed changes that have been made to PBIS

implementation. We discussed trimester 1 report card assessments, report cards, Parent-Teacher Conferences, and review data.

On Monday, October 13th, during Minimum Day Release Teacher Professional Learning, Principal Brown will present to staff on Math Instruction Aligned with the Science of Math & The Mathematics Playbook. We will also review beginning of the year math data, current interventions in place, and how students will be progress monitored.

On Tuesday, October 21st after school we will hold our monthly meeting for probationary teachers who are new to DES this school year. In addition to checking in, discussion will focus on assessments, report cards, Parent-Teacher Conferences, and other upcoming events at DES.

The Technology Committee will meet on Thursday, October 23rd after school for thirty minutes to analyze the results of our staff technology survey and to plan for the November Staff meeting technology presentation in an effort to help staff with the implementation of our K-5 Technology Scope and Sequence. The PBIS Leadership Team meeting will be held on Tuesday, October 28th after school to continue discussions addressing changes made to the Tiered Fidelity Inventory (TFI) for Positive Behavioral Interventions and Supports (PBIS) this year and how that impacts implementation at our school site.

On Monday, October 27th during early release collaboration, Student Based Intervention Teams (SBIT) will meet to discuss student progress. TK-1 will meet with Carmina Vital and Kacy Adkins, 2-3 will meet with Heather McCune, and 4-5 will meet with Principal Brown.

Shout Outs: Thank you to our Art Docent leaders and parent volunteers for all their work in making California Arts Day, our annual Chalk Day, a success for our students. Students always enjoy creating chalk art on the sidewalk in front of DES.

A huge thanks to our GALA Committee for working so hard to make their upcoming fundraiser a success for DUSD schools, and a fun time for the attendees.

Outreach to Parents/Community: The DES Chess Club continues to meet bi-weekly on Mondays in the DES Library from 1:40-2:40PM.

Our Reading Pals program is underway, and our Math Buddies program began on Wednesday, October 8th. We are continuing to recruit additional community volunteers to provide additional math support to students through our Math Buddies program so that more students can be served, as we have a great need for students to learn their math fact fluency with automaticity and improve their overall math skills. Also, all of our second and third grade classes are participating in the Pen Pal program, with the exception of a few students whose parents have opted them out, to practice their letter writing and communication skills, while building their home library with new books.

DES PTS will hold their next meeting of the school year on Tuesday, October 21st at the Durham Memorial Hall at 6:00 PM.

We held our first School Site Council meeting for the 2025-2026 school year on Wednesday, September 24th and the committee had their annual training, as well as addressing several issues that were brought forward by the committee, including questions about the appropriateness of a couple library books; and, an inquiry about disciplinary policies and procedures at our school. Our new School Site Council members are Alyssa Knight and Amy Sohnrey, along with staff members Hayley Hughes, Katie Perkins and Stacey Blake. Our October monthly meeting will be held on Wednesday, October 22nd from 3:00-4:00 PM.

I continue to update the DES website and post the Tiger Spotlight of the Week weekly ("When I Was A Kid....." poster, and plan to continue to submit at least 1 article per month to *The Forum*.

DELAC: Our regular October monthly meeting will be on Thursday, October 16th at 6:00 PM in the DES Multi-Purpose Room. We will celebrate the reclassification of two students and plan for the upcoming Dia de Los Muertos Museum in DES Portable 39 during the week of November 3rd, followed by a celebration potluck on Thursday, November 6th in lieu of our November monthly meeting.

Durham Intermediate School: Josh Rowe, Principal:

Jog-A-Thon

Our annual Jog-A-Thon was a tremendous success, raising over \$15,000 for ASB. This helps fund trips and events like Shady Creek, the 8th Grade Trip to Sun Splash, the Honor Roll Trip. We had an outstanding turnout of parent volunteers who helped count laps as students ran continuously for the full hour. A special thank-you to Mrs. Lincoln, who provided music and encouragement throughout the event, keeping everyone energized and motivated. The strong community support at DIS and across DUSD continues to make our schools truly special places for students to learn and grow.

Science Cardboard Boat Races

Mr. Richards and his science classes recently completed a hands-on learning project focused on the principles of buoyancy and displacement. Students applied their knowledge by designing and constructing cardboard boats, then testing them in the pool to see if they could stay afloat and make it across. This year marked the 25th annual boat races, a cherished DIS tradition that highlights how experiential learning can make science both engaging and memorable for students.

Online Safety Presentation

On Tuesday, October 7, representatives from the Butte County Sheriff's Office visited DIS to present on online safety. The presentation provided valuable information and practical tips to help students make safe and responsible choices while using the internet and social media. We appreciate the Sheriff's Office for partnering with our school to support student safety and digital citizenship..

Athletics

Our Cross Country team continues to impress, competing against much larger middle schools across the region. Despite having a smaller squad, our student-athletes consistently place in the top five and have earned several team second-place finishes as well as individual wins in their respective grade levels. We are proud of their determination, teamwork, and sportsmanship.

Girls Basketball

Tryouts for the 7th and 8th grade girls' basketball teams were held the first week of October, and the teams are preparing for their first home game on October 15 against Chico Country Day School. The Durham Recreation and Park District also held tryouts for the 6th grade girls' team during the same week. We are looking forward to an exciting season for all teams and continued strong participation in DIS athletics.

Student of the Month

We are pleased to announce that DIS has reinstated the Student of the Month program to recognize students who exemplify the qualities of being Respectful, Empathetic, and Purposeful (REP). Each month, a different teacher selects a student who best represents these values.

- September Student of the Month: *Zachary "Tate" Meinberg* was nominated by Mrs. Lincoln for his responsibility, dedication to completing homework, and consistent kindness and respect toward others. Teachers noted his cheerful attitude, strong work ethic, and love of reading—he finishes about one book each week, particularly enjoying graphic novels.
- October Student of the Month: *Gustavo Vega-Villarreal* was nominated by Mrs. Bunch for his kindness, patience, and willingness to help classmates in Math and Science. Gustavo's positive

attitude and supportive nature make a meaningful impact on his peers and the classroom community.

Enrollment

As of the writing of this report, DIS enrollment stands at 238 students.

Durham High School: Marty Wilkes, Principal:

Student of the Month:

October's Student of the Month is Katia Cabrera-Ramos. Katia has a 4.26 GPA. Ms. Cabera will be applying to several colleges this year, including Stanford, UC San Diego, UC Irvine, UC Berkeley, and UC Davis. Katia would like to major in Bio Medical Engineering. She is currently taking Advanced Biology, SOU English, Pre-Calculus, Civics, and Graphic Design.

Shout Outs/Events:

Thank you Mrs. Spade and Mrs. Ladd, we had 42 parents 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:

10/9 Volleyball at Pierce
10/11 Wildcat Preview
10/10 Homecoming vs Colusa
10/14 Volleyball vs Willows
10/17 Concrete Day-Chico State
10/17 Football at Willows
10/22 Volleyball vs Colusa
10/22 SAT
10/22 Cash 4 College
10/23 PSAT
10/23 Volleyball at East Nicolaus
10/24 Football vs East Nicolaus
10/31 Football at Pierce
11/10 Marine Corps 250 Birthday
11/11 Veterans Day/107 Anniversary of the end of WWI

Enrollment:

9th = 88 10th = 81 11th = 79 12th = 81 BCOE= 3 TOTAL = 329

Director of Student Services: Marilyn Bertolucci:



October is National Down Syndrome Awareness Month

Special Education Services

- Weekly Special Education Department Meetings
- Infant Service Plan Meetings
- Organization and purging of Special Education Student Files
- *High School Diploma Pathway* professional development, 10/10/2025
- Paraprofessional PD 10/13/2025
- SELPA Governing Board Meeting, 10/15/2025
- Current Assessment in progress: 8 initials, 3 pending response; 8 eligibility reviews in progress; 3 on deck; 2 speech only assessments in progress and 2 pending

Health and Wellness Team

- Meets weekly on Thursday mornings.
- Reviewed the Durham Unified School District Wellness Policy (Nutrition Services)

Student Services and Supports

- Butte Curriculum & Instructional Leaders Mtg
- 2025 SIP Inclusion Conference Supporting Inclusive Practices Academy
- Your New AI Sidekicks: Gemini and Notebook LM, 10/7/2025
- Psychologist and Psychologist Interns are supporting academic and social emotional interventions at DES, DIS and DHS.

MOT Manager, Eric Kolstad:

Background:

Transportation:

One of the Lion Electric buses is currently out of service again. Despite multiple attempts, we have been unable to get a response from Lion through phone or email. As a result, we are actively seeking alternative service providers qualified to work on electric buses. At this time, our local repair shop does not service electric vehicles.

Additionally, the demand for vans continues to grow, with more schools requesting their use as our fleet expands.

Grounds:

Tree trimming season has begun. The grounds crew remains very busy maintaining the athletic fields, which are in use by multiple sports programs. Gopher control continues daily. We are expecting delivery of the EZ Flow system any day now. Soccer is utilizing the practice field daily with no reported issues.

Maintenance:

The maintenance team is doing a commendable job keeping all campuses running smoothly. Our utility staff continue to be a great asset—one is currently assisting with bus driving duties, while the other is supporting van transport. Both are also helping with repairs and general campus upkeep.

Custodians:

Custodial staff are staying busy with regular cleaning of classrooms and gyms, along with managing cleanup after various events across the district.

Superintendent, John Bohannon:

Superintendent Bohannon wanted to share that over the past two days, district staff and board members participated in a series of Agricultural Department facility tours to help guide planning for our upcoming Career Technical Education (CTE) Facilities Grant application, which is due in December. The group visited several high schools, including Galt High School, Liberty Ranch High School, Lincoln, Wheatland, Marysville, Paradise, Pleasant Valley, and Hamilton High School. These visits included tours of ag mechanics shops, welding labs, barns, horticulture and floral classrooms, and newly built ag science classrooms—some integrated into main science buildings. The team observed a range of program models, identifying both best practices and areas where we would take a different approach. A key takeaway was the importance of prioritizing long-term investments in high-quality ag shop facilities, potentially shifting focus from barns to ensure resources are used effectively for the next 30 years. The tours also highlighted the strong professional network among ag teachers across the state, which benefits our program development. Appreciation was expressed for Mr. Wilkes, our Ag team, Makenna Kann, Anyssa Trujillo, Brady Deaton, and Trustee Landon, and Trustee McLaughlin for their time and insights during the visits. Overall, the experience was highly valuable in shaping a clear and informed vision for our future ag facilities.

F. Items from the Board: Trustee Landon shared that it was fun to go to these other schools and see how other schools are doing things. The opportunity to gather ideas and reflect on how we can improve our own ag facilities. It's clear that continued exploration is important, as we only get a limited number of chances to get this right and make lasting improvements.

G. Consent Agenda:

Trustee McLaughlin made a motion to add the Addendum items and to approve the consent agenda.

Motion: Trustee McLaughlin Second: Trustee Meyer Vote: 4/0/1

H. Informational Items:

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

I. Discussion Action Items:

1. **Discussion/Action:** Discussion and approval of the Van Purchase.

After some explanation and discussion of these items the Larry Geweke Van Quote was approved.

Motion: Trustee Sohnrey Second: Trustee McLaughlin Vote: 4/0/1

2. **Discussion/Action:** Discussion and approval of the Custodian II Job Description and Associated Salary Schedule.

After some explanation and discussion these items were approved.

Motion: Trustee Meyer Second: Trustee Sohnrey Vote: 4/0/1

3. **Discussion/Action:** Approval of Board Resolution #25-20 Teacher Consent to Assignment Ed.Code§ 44263.

After some explanation and discussion these items were approved.

Motion: Trustee McLaughlin Second: Trustee Sohnrey Vote: 4/0/1

4. **Discussion/Action:** Approval of Board Resolution #25-21 CTEFP Industry Sector Application.

After some explanation and discussion these items were approved.

Motion: Trustee McLaughlin Second: Trustee Meyer Vote: 4/0/1

5. **Discussion/Action:** Approval of Board Resolution #25-22 CTEFP Five Year Facilities Master Plan.

After some explanation and discussion these items were approved.

Motion: Trustee McLaughlin Second: Trustee Sohnrey Vote: 4/0/1

6. **Discussion/Action:** Discussion and approval of the Durham High School Agriculture Career and Technical Education Project Architectural Services Agreement.

After some explanation and discussion these items were approved.

Motion: Trustee McLaughlin Second: Trustee Meyer Vote: 4/0/1

7. **Discussion/Action:** Discussion and approval of the Durham High School Pressbox and Bleacher Project - High School In-Plant Inspection Services.

After some explanation and discussion these items were approved.

Motion: Trustee Meyer Second: Trustee Sohnrey Vote: 4/0/1

8. **Discussion/Action:** Approval of Board Resolution #25-23 Non-Corporate Resolution.

After some explanation and discussion these items were approved.

Motion: Trustee McLaughlin Second: Trustee Sohnrey Vote: 4/0/1

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

After some explanation and discussion these items were approved.

Motion: Trustee Sohnrey Second: Trustee McLaughlin Vote: 4/0/1

10. **Discussion/Action:** Discussion and approval of the Second Reading of June 2025 Board Policy Updates. (Supporting materials are available for review at the District office or www.durhamunified.org)

After some explanation and discussion these items were approved.

Motion: Trustee McLaughlin Second: Trustee Meyer Vote: 4/0/1

11. **Discussion/Action:** Discussion and approval of the Second Reading of August 2025 Board Policy Updates. (Supporting materials are available for review at the District office or

After some explanation and discussion these items were approved.

Motion: Trustee McLaughlin Second: Trustee Meyer Vote: 4/0/1

I. Public Comment on Closed Session Items: None
Moved to Closed Session: 6:48pm

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: 7:25pm

L. Report of Action Taken in Closed Session: None

M. Next Board Meeting Date: Wednesday, November 12, 2025

N. Adjournment: The meeting adjourned at 7:28 p.m.

DURHAM UNIFIED SCHOOL DISTRICT

Board Meeting Date: 11-12-2025

SUBJECT: Approval of the Accounts Payable for October 2025

PREPARER: Jess Knox, CBO

RECOMMENDATION:

- ☒ Approve
- ☐ Do Not Approve
- ☐ Accept
- ☐ Discuss
- ☐ Information Only

Background:

Approval of accounts payable for the month of October 2025.

Checks Dated 10/01/2025 through 10/31/2025

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-335486	10/07/2025	Breana Valdez	01-5200	Psyc Intern Mileage		87.22
3005-335487	10/07/2025	Breana Valdez	01-5200	Psyc Intern Mileage		99.68
3005-335488	10/07/2025	Crusberto Gonzalez	01-5800	IEP Transportation		693.00
3005-335489	10/07/2025	Rachel Hockersmith	01-5800	IEP Transportation		503.30
3005-335490	10/07/2025	Rachel Hockersmith	01-5800	IEP Transportation		905.94
3005-335491	10/07/2025	Yanet Martinez	01-5200	Psyc Intern Mileage		143.64
3005-335492	10/07/2025	Yanet Martinez	01-5200	Psyc Intern Mileage		143.64
3005-335493	10/07/2025	Knox, Jessica	01-5200	NVSIg Board Meeting Miles		260.40
3005-335494	10/07/2025	AB COMMUNICATIONS	01-5900	Monthly service charges 25/26		209.00
3005-335495	10/07/2025	Aeries Software Inc.	01-5200	Virtual AeriesCon Fall 2025 Registration		1,116.00
3005-335496	10/07/2025	Amazon Capital Services	01-4300	25/26 District Supplies		

				Classroom supplies	81.35	
				classroom supplies for Danielle Schnitzius	228.90	
				classroom supplies for Ms. Skelly	136.40	
				DHS ASB supplies	240.82	
				Glorious Rivals - library book	17.04	
				keyboard and mouse for Mike Halsey	104.16	
				Ladd	443.74	
				Luce	68.12	
				office supplies DIS	158.38	
				office supplies for DIS	131.73	
				office supplies/privacy screens for Mr. Halsey	443.63	
				soccer goal sets for PE	144.20	
				Staiger	186.40	
				various teachers	1,163.30	
				Welding Trailer Supplies	2,990.19	
				01-4400 Welding Trailer Supplies	1,320.64	9,260.36
				13-4300 Outdoor Lunch Tables	1,401.36	230.00
				01-5600 golfcart service		3,877.68
				01-4300 Ceramics Supplies		14,931.00
				01-5855 24/25 District Audit		257.12
				01-4300 golfcart		336.00
				01-5800 25/26 Transportation Parts and Service		
				01-6400 Food Shelter Agreement		
				25-6200 Bleacher Agreement	13,347.86	
				01-4300 Bucketgolf set for PE	52,266.50	65,614.36
				01-5600 25/26 District Printer Use		672.45
						493.20

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 10/01/2025 through 10/31/2025

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-335505	10/07/2025	GOPHER - NW 5634	01-4300 PE equipment		209.61	
3005-335506	10/07/2025	JC NELSON SUPPLY CO	01-4300 25/26 Custodial Supplies		2,895.26	
3005-335507	10/07/2025	JW PEPPER & SON INC	01-4300 Band Supplies - Sheet Music		70.00	
3005-335508	10/07/2025	Language Dynamics Group LLC	01-4300 DYMOND Plus Training		622.74	
3005-335509	10/07/2025	LOZANO SMITH LLP	01-5870 25/26 Legal Services		4,126.00	
3005-335510	10/07/2025	NICHOLS MELBURG ROSSETTO	23-5800 DES TK/K Complex		18,960.25	
3005-335511	10/07/2025	NWEA	01-5800 Map Growth K-12 (3 year renewal)		44,085.00	
3005-335512	10/07/2025	OLD DURHAM WOOD	01-5800 grounds		42.20	
3005-335513	10/07/2025	PAYLESS BUILDING SUPPLY	01-4300 AG Lumber		76.07	
			maint supplies		11.63	
3005-335514	10/07/2025	SCHOOL SPECIALTY INC	01-4300 tardy slip carbonless books		87.70	
3005-335515	10/07/2025	SHASTA COUNTY OFFICE OF EDUC	01-5200 N. CA Personnel & Labor Law Consortium		100.93	
3005-335516	10/07/2025	Sand Dune Ventures Inc	13-4300 Cafeteria Pinpads		850.00	
3005-335517	10/07/2025	TAHOE PURE WATER	01-4300 25/26 Monthly Water Delivery		1,493.61	
			01-5300 25/26 Monthly Water Delivery		72.50	
			01-5800 25/26 Monthly Water Delivery		27.00	
			01-5900 District Monthly Phone Usage 25/26		13.00	
3005-335518	10/07/2025	US TelePacific Corp.	01-4300 jog-a-thon posicles		112.50	
3005-336189	10/14/2025	Rowe, Joshua M	01-4300 jog-a-thon wireless mic		584.81	
3005-336190	10/14/2025	Juanarena, Jenna S	01-4300 Anx. Generation Audioobook		115.14	
3005-336191	10/14/2025	Vital-Gonzalez, Carmina	01-5200 SPED Evaluation mileage		108.20	
			01-4300 class supplies		20.25	
			01-5200 class supplies		72.10	
3005-336192	10/14/2025	McCune, Heather A	01-4300 MOT Lunch		92.35	
3005-336193	10/14/2025	Koistad, Eric B	01-4300 class supplies		202.01	
3005-336194	10/14/2025	Alaways, Morgan A	01-4300 class supplies		73.81	
3005-336195	10/14/2025	Dwyer, Christina G	01-4300 class supplies		273.39	
3005-336196	10/14/2025	Trujillo, Anyssa	01-4300 FFA materials/suburban gas		170.80	
			01-5200 FFA materials/suburban gas		115.84	
3005-336197	10/14/2025	A Plus Utility Locating	24-5800 DHS Stadium Utility Imaging		62.10	
3005-336198	10/14/2025	Apperson Education Products, l nc.	01-4300 Scantrons		177.94	
3005-336199	10/14/2025	BATTERIES PLUS BULBS	01-4300 maint		4,240.00	
3005-336200	10/14/2025	BDJ Tech	01-4400 Staff Chromebooks		103.51	
3005-336201	10/14/2025	CPM EDUCATIONAL PROGRAM	01-4100 Additional CPM CC2 Teacher License - Peasha		25.95	
			01-5800 Concession Stand		4,763.90	
3005-336202	10/14/2025	DURHAM IRRIGATION DISTRICT	01-5800 Putney & Goodspeed		75.00	
			Putney House		118.02	
			Aug-October Swim Center Use		371.00	
3005-336203	10/14/2025	DURHAM REC & PARK DISTRICT	01-5800 After School Program 25/26		1.00	
					39,348.69	
					3,552.50	

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 10/01/2025 through 10/31/2025

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-336203	10/14/2025	DURHAM REC & PARK DISTRICT	01-5853 25/26 LiveScan Services		420.00	43,321.19
3005-336204	10/14/2025	GAGER DISTRIBUTING INC	13-4300 25/26 Cafeteria Cleaning Supplies			1,097.77
3005-336205	10/14/2025	Global Office Inc	01-5800 25/26 District Printer Use			4,117.50
3005-336206	10/14/2025	Gold Star Foods	13-4300 25/26 Cafeteria Food and Products		192.80	
			13-4700 25/26 Cafeteria Food and Products		18,748.66	18,941.46
3005-336207	10/14/2025	HILLYARD/SACRAMENTO	01-4300 25/26 Custodial Supplies			1,229.72
3005-336208	10/14/2025	INDUSTRIAL POWER PRODUCTS	01-4300 Grounds Supplies		211.63	
3005-336209	10/14/2025	J & C Books LLC	01-4100 Everyday Mathematics Home Links and Journals		1,262.36	1,262.36
3005-336210	10/14/2025	Johnny's Lock & Safe	01-5800 DHS Safe - Lock Repair			465.81
3005-336211	10/14/2025	Kajeet, Inc	01-4300 Portable Hotspot for Rising Star Route		165.00	
			01-5800 Portable Hotspot for Rising Star Route		1,123.08	1,288.08
3005-336212	10/14/2025	King Consulting	01-5800 CTE Facilities Program Consulting		512.50	
			23-6250 25/26 Consulting		512.50	1,025.00
3005-336213	10/14/2025	LES SCHWAB TIRE CENTER	01-4300 Ground Truck tires			921.51
3005-336214	10/14/2025	MILLER GLASS INC	01-5800 windshield repair			75.00
3005-336215	10/14/2025	Macmillan Holdings, LLC	01-4100 Textbooks Hardcover and Online AP Calculus - Bear			3,750.28
3005-336216	10/14/2025	NV5 Inc.	24-5800 DHS Stadium - geotech engineering			15,373.10
3005-336217	10/14/2025	Pedro Castro	01-5800 branch removal			980.00
3005-336218	10/14/2025	PG&E	01-5501 PG&E Monthly EV			1,909.86
3005-336219	10/14/2025	PRO PACIFIC FRESH	13-4300 25/26 Cafeteria Food and Products		1,366.12	
			13-4700 25/26 Cafeteria Food and Products		22,476.96	23,843.08
			01-5800 I. Phillips			4,389.80
3005-336220	10/14/2025	RISING STAR SPEED ACADEMY	24-5800 DHS New Grandstand project #P25-030			6,600.00
3005-336221	10/14/2025	Voltage Specialists	01-4300 Van 8			201.76
3005-336222	10/14/2025	WITTMER AUTO CENTER	01-5800 LRBG			1,299.20
3005-336556	10/16/2025	Benjamin Bostrom	01-5800 IEP Transportation			70.70
3005-336557	10/16/2025	Kierste Phillip	01-5800 IEP Transportation			172.48
3005-336558	10/16/2025	Kierste Phillip	01-5800 IEP Transportation			603.68
3005-336559	10/16/2025	Kierste Phillip	01-4300 1st Grade Field Trip Shifts		690.46	
3005-336560	10/16/2025	Del Carlo, Dana M	Classroom Supplies		127.19	817.65
3005-336561	10/16/2025	O'Shea, Jona J	01-4300 Class Supplies			229.98
3005-336562	10/16/2025	Rowe, Holly D	01-4300 Panther Bucks Store		35.92	79.36
3005-336563	10/16/2025	Ladd, Susan E	01-4200 Library Books		98.86	
			01-4300 Library Supplies		51.61	
			Senior Night Drinks & Dessert			304.27
			01-5200 CSU Counselor Conference		117.88	

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.

Page 4 of 6

Equipment	Chair Computer Supplies Rental Cess Sex OT Files Printer MW Interpretive Report S locker stand Wash Collection Trails & Meetings Test Control Water Delivery Water Delivery Workshop DHS FFA Case 25/26 t
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210,90	Expensed Am
47,12	
42,74	

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Checks Dated 10/01/2025 through 10/31/2025

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
Fund Recap						
<u>Fund</u>	<u>Description</u>	<u>Check Count</u>	<u>Expensed Amount</u>			
24	BuildingFund 2024A	3	26,213.10			
25	CapitalFacilitiesFund	1	52,266.50			
Total Number of Checks		118	379,256.95			
Less Unpaid Tax Liability			.00			
Net (Check Amount)			379,256.95			

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.

010 - Durham Unified School District

Generated for Jess Knox (JKNOX), Nov 5 2025 9:22AM

DURHAM UNIFIED SCHOOL DISTRICT

Board Meeting Date: 11-12-2025

SUBJECT: Approval of the Agreement For Special Services Butte Teacher Induction Program

PREPARER: John Bohannon, Superintendent

RECOMMENDATION:

- ☒ Approve
- ☐ Do Not Approve
- ☐ Accept
- ☐ Discuss
- ☐ Information Only

Background:

Approval of the Agreement For Special Services Butte Teacher Induction Program between Butte County Office of Education and Durham Unified School District.

AGREEMENT FOR SPECIAL SERVICES BUTTE TEACHER INDUCTION PROGRAM

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

1) General

This Agreement for Special Services ("Agreement") is entered into between Durham Unified School District ("District") and the Butte County Office of Education ("BCOE") as partners in the Butte Teacher Induction Program ("Program") as of September 1, 2025.

2) Purpose

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

3) Responsibilities – General

A) BCOE agrees to the following:

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

17. establish, monitor and supervise professional development providers in accordance with Program standards;
18. establish and maintain an accountability system for mentors and participating teachers. Upon request, release accountability report to District at the end of each semester;
19. provide appropriate services to special education mentors and participating teachers;
20. include a planned process for advising participating teachers about their involvement in the Program, for providing formative feedback about participants' progress toward completion of the Program, and for arriving at a professional teaching credential recommendation for each participating teacher;
21. plan and implement the Program in compliance with the Professional Teacher Induction Standards, including the design of a 2-year job-embedded program that is focused on mentoring and support and begins during the candidate's first year of teaching;
22. identify and assign a mentor to each participating teacher within the first 30 days of enrollment
23. ensure that each participating teacher receives an average of not less than one (1) hour per week of individualized support/mentoring coordinated and/or provided by the mentor;
24. ensure that the Individualized Learning Plan and goals for each participating teacher is developed within the first sixty (60) days of the teacher's enrollment in the Program; and
25. provide an early completion option for "experienced and exceptional" candidates who meet the Program's established criteria.

B) District agrees to the following:

1. provide District office/site personnel to support Program;
2. within 30 days of hire, inform teachers about induction and the requirements to clear their credential. Eligible candidates include those new to the profession and/or who are teaching on preliminary credentials or those prepared out of state and have less than two (2) years' experience;
3. provide the Program with a list of all new hires and the credential(s) held by each;
4. select and recommend mentors according to Program standards;
5. match mentor with participating teacher taking into consideration credentials held; subject matter knowledge; orientation to learning; relevant experience; current assignments; and geographic proximity;
6. ensure that all site administrators with mentor(s) and or participating teacher(s) on staff schedule a minimum of one collaborative meeting per year with mentor/participating teacher partners;
7. establish working conditions for teachers aligned with Program standards;
8. provide appropriate support services for teachers assigned to "challenging" settings;
9. ensure the candidate's ILP is not used for evaluation purposes;
10. provide appropriate support for both mentor and participating teacher to engage in classroom observations;
11. ensure core classroom materials for the participating teacher(s); and
12. provide teacher retention data to the Program upon request.

4) Responsibilities – Fiscal

A) BCOE agrees to:

1. overall fiscal responsibility for the administration of funds, to include submission of year-end expenditure reports, preliminary and revised budgets, and any other documentation required by CDE or CCTC;

2. develop and maintain a balanced budget that allocates amounts sufficient to meet the costs of implementing Program responsibilities;

B) District agrees to:

1. provide funding for each participating teacher in the amount of one thousand eight hundred dollars (\$1,800) per teacher per year on the Traditional Pathway, and/or twenty one hundred dollars (\$2,100) per teacher per year on the Early Completion Pathway, to BCOE;
 - i. cost includes professional development seminars and virtual professional learning opportunities;
2. issue a one thousand eight hundred dollar (\$1,800) stipend, inclusive of benefits, to each mentor that completes their mentoring obligations per candidate;
 - i. If a mentor is provided outside of the District, the \$1,800 stipend will be paid to BCOE and BCOE will initiate the stipend payment to the needed mentor.
3. provide release times, for mentor(s) to observe their participating teacher(s) and/or for participating teacher(s) to participate in classroom observations of a colleague twice per year.

5) **Other Conditions**

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

6) **Relationship of the Parties**

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

7) **Term**

The effective date of this Agreement is **September 1, 2025**. This Agreement will be in effect until June 30, 2026. The terms of this Agreement shall remain in force unless mutually amended. Either party may terminate this Agreement upon written notice no later than thirty (30) days prior to the effective date.

8) **Indemnification**

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

9) California Law

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

10) Rules and Regulations

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

11) Notice

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

If to BCOE

Butte County Office of Education
ATTN: Tracey Allen
1859 Bird Street
Oroville, CA 95965
(530) 532-5730
EMAIL: tallen@bcoe.org

If to District

Durham Unified School District
ATTN: John Bohannon
9420 Putney Drive
Durham, CA 95938
Email: jbohannon@durhamunified.org

12) Entire Agreement of Parties

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

SIGNATURES ON FOLLOWING PAGE

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

BCOE:

DISTRICT:

Dated:

Dated: _____

Butte Teacher Induction Program

SIGNATURE

SIGNATURE OF AUTHORIZED DISTRICT OFFICIAL

JMA
Mary Sakuma

PRINT NAME

PRINT NAME

Superintendent

PRINT TITLE

PRINT TITLE





Mary Sakuma
Superintendent
msakuma@bcoe.org

Prenny Hancock
Senior Executive Assistant
phancock@bcoe.org

Board of Education

Daniel Alexander

Emily Holton

Mike Walsh

Amy Christianson

Julian Diaz

Alastair Roughton

Bill Fishkin

1859 Bird Street
Oroville, CA 95965
(530) 532-5782
Fax (530) 532-5787
<http://www.bcoe.org>

An Equal Opportunity
Employer

October 31, 2025

John Bohannon, Superintendent
Durham Unified School District
9420 Putney Dr.
PO Box 300
Durham, CA 95938

Dear Superintendent Bohannon:

Per California Education Code section 1240, Butte County Office of Education (BCOE) staff has visited all schools subject to Williams Settlement monitoring for the 2025-26 fiscal year for instructional materials sufficiency and facility review purposes. Enclosed is a copy of the final report and Facility Inspection Tool for your monitored school site.

Additionally, Education Code section 1240(c)(2)(C), requires that the results of the visits be reported to the governing board of each school district at a regularly scheduled meeting held in accordance with public notification requirements. ***Please make sure to include the Williams reports as an agenda item for your next regularly scheduled Board meeting.***

On behalf of the BCOE Williams team members, it has been a pleasure to work in partnership with you and the employees of the Durham Unified School District.

Sincerely,

Mary Sakuma
Butte County Superintendent of Schools

Enclosure: 2025-26 Williams School Site Reports
cc: Reyna Lubner, Board President



Mary Sakuma
Superintendent
msakuma@bcoe.org

Prenny Hancock
Senior Executive Assistant
phancock@bcoe.org

Board of Education

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An Equal Opportunity
Employer

October 31, 2025

John Bohannon, Superintendent
Durham Unified School District
9420 Putney Dr.
PO Box 300
Durham CA 95938

Dear Superintendent Bohannon:

California Education Code section 1240 requires that I annually visit Williams-monitored schools identified in our county and report to you the results of my findings on a quarterly basis (October, January, April, and July). Schools identified on the California Department of Education's 2025-27 *List of Schools Eligible for Monitoring* are subject to monitoring through the 2027-28 fiscal year and were determined using the following criteria:

- Schools eligible for Comprehensive Support and Improvement or Additional Targeted Support and Improvement in the 2023-24 fiscal year.
- Schools with fifteen percent or more of the school's teachers that do not possess a valid and clear or preliminary teaching credential (teacher assignment data based on Census Date - October 2023).
- Schools that have a Dashboard Alternative School Status are excluded from the Williams list.

This report includes the results for our visit to **Durham Intermediate**. Let me state at the outset that the visit was a positive, professional experience with a focus by the entire staff on seeking to improve the learning of each student. The purpose of my visit as specified in California Education Code section 1240 was to:

1. Determine if students have "sufficient" textbooks or instructional materials in the four core subject areas (English language arts, mathematics, history/social science, science) and, as appropriate, science laboratory equipment in grades 9-12, world languages, and health;
2. Determine if there is any facility condition that "poses an emergency or urgent threat to the health or safety of pupils or staff."

The law further requires the county superintendent:

1. Determine if each monitored school has provided accurate data for the annual School Accountability Report Card (SARC) related to sufficiency of instructional materials and the safety, cleanliness, and adequacy of school facilities, including "good repair."
2. Annually review teacher misassignments and teacher vacancies for monitored schools; and

3. Receive quarterly reports from all school districts in Butte County on complaints filed within the school district concerning insufficient instructional materials, teacher vacancies and misassignments, and emergency or urgent facilities issues under the Uniform Complaint Procedures.

Before proceeding with the report, please see the list of definitions as described by law:

- “Sufficient textbooks or instructional materials” - each pupil, including English Learners, has a standards-aligned textbook or instructional materials, or both, to use in class and take home. This does not require two sets of textbooks or instructional materials for each pupil. The materials may be in a digital format as long as each pupil, at a minimum, has and can access the same materials in the class and to take home, as all other pupils in the same class or course in the school district. Education Code requires that school districts remedy insufficiencies of instructional materials in the four core subject areas within two months (eight weeks) of the beginning of the school year.
- School facility “emergency or urgent threat” - a condition poses a threat to the health or safety of pupils or staff.
- School facility “good repair” - the facility is clean, safe, and functional as determined by the Facility Inspection Tool (FIT) developed by the Office of Public School Construction or a local evaluation instrument that meets the same criteria.

In conclusion, the Butte County Office of Education is available to support each of your schools as we work together to ensure compliance with the Williams Settlement requirements. If you have any questions or need assistance, please contact Coordinated District Support at (530) 433-2318.

Sincerely,



Mary Sakuma
Butte County Superintendent of Schools

Butte County Office of Education
Williams Settlement Annual School Visit Summary 2025 – 2026

District: Durham Unified School District

Name of School: Durham Intermediate

Date of Visit: September 9, 2025

Instructional Materials:

School inventories and 20-25% of classrooms were checked for sufficiency of instructional materials.

Sufficient Textbook and Instructional Materials were found: ☒ Yes ☐ No

School Facilities:

The Facilities Inspection Tool (FIT) was used to determine the condition of the facility. Copies of the detailed report is included. The following 8 categories are ranked as good, fair, or poor based on the percentage of the 15 areas evaluated to be in good repair.

SYSTEMS INPECTED	RATING	EXTREME DEFICIENCIES
Systems: Gas Leaks, Mechanical/ HVAC, Sewer	Good	
Interior: Interior Surfaces	Good	
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	Good	
Electrical: Electrical	Good	
Restrooms/Fountains: Restrooms, Sinks/Fountains	Good	
Safety: Fire Safety, Hazardous Materials	Good	
Structural: Structural Damage, Roofs	Good	
External: Playgrounds/School Grounds, Windows/ Doors/ Gates/ Fences	Good	
Average Percentage of 15 Areas in 8 Categories:	96.88%	
Overall School Rating	Good	

Please be sure to include all findings on the appropriate SARC, including all dates of remedial action taken or planned. The inclusion of this information will be verified during next fiscal year's SARC review process (if applicable).

Uniform Complaint Procedures:

UCP posted in all classrooms in required languages: ☒ Yes ☐ No

Complaint form available to the public: ☒ Yes ☐ No

Teacher Vacancies:

*All teaching assignments filled on the day of visit: ☐ Yes ☐ No

*Teacher Credentialing: BCOE's credentialing department will follow up in regard to teacher vacancies and misassignments as reporting is not available at the time of this report.

School Accountability Report Card:

SARC included required information for the following categories:

Instructional Materials: ☒ Yes ☐ No

Facility Maintenance: ☒ Yes ☐ No

Teacher Credentialing: ☒ Yes ☐ No

To be sufficient for Fall 2026 visits, the school SARC must be completed no later than February 2026 and include the following information:

Instructional Materials: Quality, currency, and availability of instructional materials and pupils who lack textbooks and instructional materials from BCOE audit.

Facility Maintenance: Facility audit or subsequent school site inspection of 100% of campus. Please indicate in SARC the date of inspection used for publication. Provide a description of the repair needed or action taken when repair status is reported as less than "good".

STATE OF CALIFORNIA
FACILITY INSPECTION TOOL
 SCHOOL FACILITY CONDITIONS EVALUATION
 (REV 04/22)

STATE ALLOCATION BOARD
 OFFICE OF PUBLIC SCHOOL CONSTRUCTION

PART IIa: EVALUATION DATA											Name of School: Durham Intermediate School					
Date of Inspection: 09/09/2025 - 09/09/2025																
Building/Area Name	Estimated Square Footage	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/ SCHOOL GROUNDS	WINDOWS/ DOORS GATES/FENCES
Administration	1794	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
COMMENTS:																
Boys RR	160	OK	OK	OK	OK	OK	OK	OK	D	OK	OK	OK	OK	OK	OK	OK
COMMENTS:																
Commons	1770	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	D	OK	OK	OK	OK
COMMENTS:																
Gender neutral RR	77	OK	OK	OK	OK	OK	OK	OK	D	OK	OK	OK	OK	OK	OK	OK
COMMENTS:																
Girls RR	160	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
COMMENTS:																
Grounds	38	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
COMMENTS:																
Media	870	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
COMMENTS:																
Room 01	670	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
COMMENTS:																
Room 04	864	OK	OK	OK	OK	OK	OK	OK	OK	OK	D	OK	OK	OK	OK	OK
COMMENTS:																
Room 09	840	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
COMMENTS:																
Room 11	840	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
COMMENTS:																
Room 12	840	OK	OK	OK	OK	OK	OK	D	OK	OK	OK	OK	OK	OK	OK	OK
COMMENTS:																
7. (D) Outlets, access panels, switch plates, junction boxes and/or fixtures are NOT properly covered and secured from pupil access																
Maintenance Management System																
District's Plan to Address:																
Deficiency Noted in Prior Year?																

Marks: OK = Good Repair; D = Deficiency; X = Extreme Deficiency; NA= Not Applicable

STATE OF CALIFORNIA
FACILITY INSPECTION TOOL
SCHOOL FACILITY CONDITIONS EVALUATION
(REV 04/22)

STATE ALLOCATION BOARD
OFFICE OF PUBLIC SCHOOL CONSTRUCTION

SCHOOL DISTRICT/COUNTY OFFICE OF EDUCATION Butte COE District		COUNTY	
SCHOOL SITE Durham Intermediate School	SCHOOL TYPE (GRADE LEVELS) 6-8	NUMBER OF CLASSROOMS ON SITE 14	
INSPECTOR'S NAME Flanagan, Thomas	INSPECTOR'S TITLE Sr. Director of M, O & F	NUMBER OF RESTROOM ON SITE 3	
TOTAL ESTIMATED BUILDING VOLUME (CUBIC FEET): 81,765		NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE) Josh Rowe	
TOTAL ESTIMATED SITE SQUARE FOOTAGE / ACREAGE: 9,085		SITE ENROLLMENT 0	
TOTAL ESTIMATED BUILDING SQUARE FOOTAGE: 9,085		WEATHER CONDITION AT TIME OF INSPECTION Sunny	

PART III: CATEGORY TOTALS AND RANKING (Round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED	A. SYSTEMS		B. INTERIOR		C. CLEANLINESS		D. ELECTRICAL		E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
	GAS LEAKS		MECH/HVAC		SEWER		INTERIOR SURFACES		OVERALL CLEANLINESS		PEST/VERMIN INFESTATION		ELECTRICAL		RESTROOMS	
	Number of "✓" -%	Number of "D's" -%	Number of "✓" -%	Number of "D's" -%	Number of "✓" -%	Number of "D's" -%	Number of "✓" -%	Number of "D's" -%	Number of "✓" -%	Number of "D's" -%	Number of "✓" -%	Number of "D's" -%	Number of "✓" -%	Number of "D's" -%	Number of "✓" -%	Number of "D's" -%
12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12
Percent of System in Good Repair Number of "✓"÷% divided by (Total Areas - "NA"s)		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Rank (Circle One) Good = 90%-100% Fair = 75%-89.99% Poor = 0%-74.99%		GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD

Note: An extreme deficiency in any section automatically results in a "poor" ranking for that category and a zero for "Percent of System in Good Repair."

OVERALL RATING: **DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE 96.88% SCHOOL RATING: Good**

* For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	Exemplary
90%-98.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	Good
75%-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	Fair
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	Poor

INSPECTOR'S COMMENTS AND RATING EXPLANATION:

DISTRICT'S RESPONSES TO REPORT (Attach additional pages if necessary)

DURHAM UNIFIED SCHOOL DISTRICT

Board Meeting Date: 11-12-2025

SUBJECT: Approval of the CTE Facilities Program Grant Resolutions #25-23, #25-24, and Blueprints

PREPARER: John Bohannon, Superintendent

RECOMMENDATION:

- ☒ Approve
- ☐ Do Not Approve
- ☐ Accept
- ☐ Discuss
- ☐ Information Only

Background:

Approval of the CTE Facilities Program Grant Resolutions #25-23, #25-24, and Blueprints.

Resolution No. 25-23
BOARD OF TRUSTEES OF DURHAM UNIFIED DISTRICT

Career Technical Education Project approval and Authorization to file Application(s) for Career
Technical Education Facilities Program (CTEFP)

WHEREAS, the Durham Unified School District is applying to the California Department of Education and the State Allocation Board for approval of Career Technical Education Facilities, Part 10, Division 1, commencing with Section 17010.70, et. seq., of the Education Code, for Career Technical Education school facilities;

NOW, THEREFORE, BE IT RESOLVED, by the Durham Unified School District Board of Trustees as follows:

1. Per Education Code Section 17078.72, the Agriculture and Natural Resources CTEFP modernization project at Durham High School is hereby approved by the Governing Board.

PASSED AND ADOPTED by the Board of Trustees of the Durham Unified School District, Butte County, State of California, this ____ day of November, 2025, by the following vote:

AYES:	_____
NOES:	_____
ABSENT:	_____

Superintendent and
Secretary to the Board

Resolution No. 25-24
BOARD OF TRUSTEES OF DURHAM UNIFIED DISTRICT

Career Technical Education Project approval and Authorization to file Application(s) for Career
Technical Education Facilities Program (CTEFP)

WHEREAS, the Durham Unified School District is applying to the California Department of Education and the State Allocation Board for approval of Career Technical Education Facilities, Part 10, Division 1, commencing with Section 17010.70, et. seq., of the Education Code, for Career Technical Education school facilities;

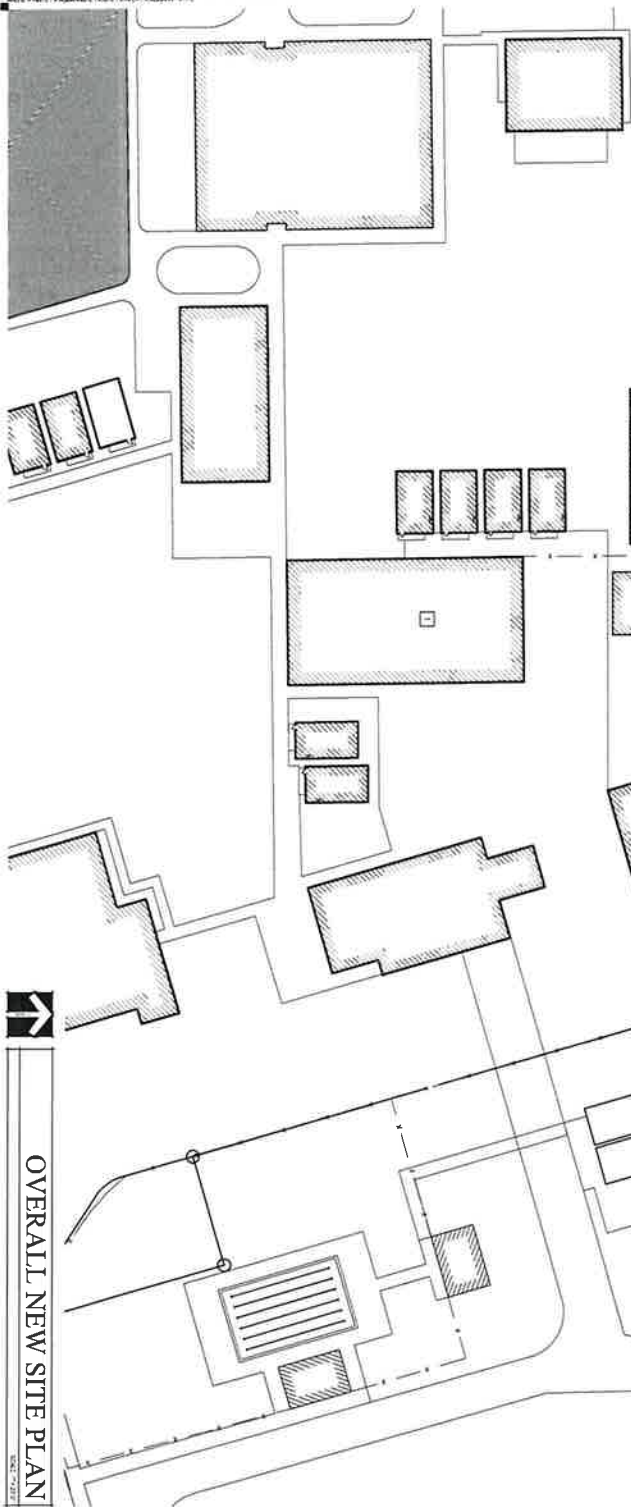
NOW, THEREFORE, BE IT RESOLVED, by the Durham Unified School District Board of Trustees as follows:

1. Per Education Code Section 17078.72, the Agriculture and Natural Resources CTEFP new construction project at Durham High School is hereby approved by the Governing Board.

PASSED AND ADOPTED by the Board of Trustees of the Durham Unified School District, Butte County, State of California, this ____ day of November, 2025, by the following vote:

AYES:	_____
NOES:	_____
ABSENT:	_____

Superintendent and
Secretary to the Board



OVERALL NEW SITE PLAN

GENERAL NOTES

3. REACTION OF BUTYL CRYE AND ETHYLENE GLYCOL WITH A CRYE-ACRYLATE ELECTROLYTE, DETERMINED FOR ADDITIONAL REACTION WITH ETHYLENE GLYCOL.

SHEET NOTES

1. **PARACETAMOL** 500 mg tablets
2. **IBUPROFEN** 400 mg tablets
3. **ASPIRIN** 100 mg tablets

LEGEND



353 Main Street, Suite 200
 Orem, UT 84057
 (530) 891-1710 (530) 891-0128 FAX
phil@newark.rr.com

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On Friday, the 1990s were a...
...the 1990s were a...
...the 1990s were a...

LICENSE STAMPS

1

44 REVIEWS

2000

PROJECT NAME

Acknowledgments

 K.J. HIGH SCHOOL

and $\mathcal{H}^1(\mathbb{R}^n) = \mathcal{H}^1(\mathbb{R}^n, \mathbb{R})$.

SHEET TIME

OVERALL NEW SITE PL

SHIRAZI

PRELIMINARY DESIGN

M01 FOR CONSTRUCTION	
Draw No.	CD

Dark brown	100% + 10%
Dark	100% + 10%

Figure 1 is a schematic diagram of the experimental setup. It shows a subject seated at a table, looking at a video screen. A horizontal bar is positioned above the screen, with a 'Pursuit Bar' and a 'Target Bar' indicated. A 'Target' is shown on the bar. A 'Video Screen' is positioned below the bar, showing a 'Target' and a 'Pursuit Bar'.

A020





- ALL THE INFORMATION HERE
- TOGETHER WITH SOME RECOMMENDATIONS
- ALL THE STRUCTURAL DRAWINGS FOR TYPICAL FRAMING DETAILS AND REINFORCEMENT DETAILS

from a 100-110 psd peak



REVISIONS

Delta	Description	Date
-------	-------------	------

(530) 891-1710 (530) 891-0138 Fax
http://www.mortdesign.com

REVISIONS	
Delta Description	Date

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9	10	11	12

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admission. Prospective applicants should be notified by the university of the admission process, and the university should be notified of the admission process by the applicant.

LICENSE STAMPS

50

KEY PLAN

PROJECT NAME

10/2/2004

1004

DURHAM HIGH

SCHOOL

Smallmouth bass

SHEET TITLE

FLOOR PLAN

NEARBY STATION

PRELIMINARY DESIGN

NOT FOR CONSTRUCTION

Primary	C3
Quaternary	and 5th 100

Book	88-02628
Project No.	25-114

2000

A200

4	WEST ELEVATION
---	----------------

DURHAM UNIFIED SCHOOL DISTRICT

Board Meeting Date: 11-12-2025

SUBJECT: Approval of the Ratification of the Design-Build contract between United Building Contractors, Inc. and DUSD for the construction of the Durham Intermediate School

PREPARER: John Bohannon, Superintendent

RECOMMENDATION:

- ☒ Approve
- ☐ Do Not Approve
- ☐ Accept
- ☐ Discuss
- ☐ Information Only

Background:

The DUSD Board of Trustees authorized the Superintendent to enter into an Lease Leaseback agreement with United Building Contractors for (Phase 1), the preliminary services related to the TK/K Classroom Building and Modernization project at Durham Elementary School at a cost of \$0.00 on April 17, 2025.

Upon completion of the preliminary services a Guaranteed Maximum Price for construction of the project will be brought back to the Board for review and approval.

Tonight, the Board is presented with the final preconstruction contract, for ratification.

It is recommended the DUSD Trustees ratify the contract.

**EXHIBIT L
TO FACILITIES LEASE**

AGREEMENT FOR PRELIMINARY SERVICES

This Agreement for Preliminary Services ("**Agreement**") dated May 31st, 2025 ("**Effective Date**"), is made and entered into by and between the **Durham Unified School District** ("**District**") and **United Building Contractors, Inc.** ("**Contractor**") (together, the "**Parties**").

WHEREAS, the District's Governing Board, in order to enable the District to utilize the lease-leaseback delivery method for future construction projects, adopted procedures for a fair and impartial solicitation process to evaluate qualifications and proposals to determine which proposer provides the "best value" pursuant to Education Code section 17406(a)(2) ("**Lease-Leaseback Procedures**"); and

WHEREAS, Education Code section 17406(a)(1) permits the District to utilize the lease-leaseback delivery method to enter into a lease whereby the District leases the project site to the contractor to construct the project, and the contractor then leases the project site back to the District; and

WHEREAS, prior to entering into the lease to construct the project, Education Code section 17406(b)(1) permits the District to enter into a contract for the performance of preliminary services before the Division of the State Architect ("**DSA**") approves the plans and specifications for a project so long as the contractor does not perform any services for which a contractor's license is required; and

WHEREAS, consistent with the Lease-Leaseback Procedures, the District issued a request for qualifications and proposals ("**RFQ/P**") to solicit proposals from qualified firms to perform both preliminary services and construction services for the District's **Durham Elementary School Transitional Kindergarten/Kindergarten** ("**Project**"), and through the RFQ/P the District intended to award both the performance of preliminary phase services and construction phases services to the successful contractor; and

WHEREAS, after receiving and scoring the proposals, the District determined that the Contractor presented the District the "best value" to the District and the District's Governing Board awarded the Project to the Contractor; and

WHEREAS, the District seeks to have the Contractor perform preliminary services as more fully described in **Attachment A** attached hereto ("**Preliminary Services**") pursuant to Education Code section 17406(b)(1), and the Contractor represents that it is able and qualified to perform Preliminary Services for the Lease-Leaseback Project prior to the Contractor providing construction phase services; and

WHEREAS, after the Contractor performs Preliminary Services, the Parties acknowledge that Contractor shall procure subcontractors, propose a Guaranteed Maximum Price / Guaranteed Project Cost ("**GMP**" or "**GPC**"), and the Parties shall enter into a Site Lease and Facilities Lease for the construction of the Lease-Leaseback Project based on the Contractor's response to the RFQ/P.

AGREEMENT

NOW, THEREFORE, for good and sufficient consideration, receipt of which is acknowledged, the Parties agree as follows:

1. **One Project.** The Parties agree and acknowledge that consistent with the RFQ/P and relevant law, the District's intention is to award this Agreement and then the Lease-Leaseback Contract for the Project to the Contractor, all as one continuous project. Even so, if the Parties cannot agree on a GPC for the Lease-Leaseback Contract at the conclusion of the Preliminary Services, the District reserves the right to contract with another contractor to construct the Project.

2. **Part of the Facilities Lease.** The Parties acknowledge that this Agreement is **Exhibit L** to the Facilities Lease for the Project. The Facilities Lease was part of the RFQ/P for the Project and Contractor agreed to the Facilities Lease as to Form. The Facilities Lease and this Agreement shall be read collectively as one and document. Any reference herein to a term, provision, or exhibit in the Facilities Lease shall be read as incorporating that provision herein by reference, including, without limitation, the Subcontractor Procurement Process in **Exhibit H**, even if the Parties have yet to execute the Facilities Lease. If the Parties agree to a GPC, this Agreement shall become **Exhibit L** to the Facilities Lease.

3. **Services.**

3.1. The Contractor shall provide the services as described in **Attachment A**, attached hereto and incorporated herein by this reference ("**Services**" or "**Work**"). The scope of services will generally consist of the following:

Contractor shall perform Preliminary Services for the Project upon the District's issuance of a Notice to Proceed consistent with the Schedule.

3.2. Notwithstanding any provision contained in the Facilities Lease or this Agreement, Contractor shall not perform any Preliminary Services for which a Contractor is required to be licensed pursuant to Article 5 (commencing with Section 7065) of Chapter 9, Division 3 of the Business and Professions Code and/or for which DSA approval is required unless and until the District receives DSA approval for the Project.

4. **Project.** The "Project" as used in this Agreement is Contractor's performance of Services at Durham Elementary School, 9421 Putney Dr., Durham, CA 95938-9426, as further described in the Scope of Work for Preliminary Services attached hereto as **Attachment A**.

5. **Term.** Unless terminated or otherwise cancelled as permitted herein, the term of this Agreement shall be for the duration of the Services provided under this Agreement consistent with the Schedule.

5.1. **Notice to Proceed.** Within a reasonable time after the Parties execute this Agreement, the District shall issue a Notice to Proceed to Contractor at which time Contractor shall commence the performance of the Services.

5.2. **Schedule.** The schedule for the Preliminary Services is as follows ("**Schedule**"):

5.2.1. Contractor shall commence the Preliminary Services on or before the date indicated in the Notice to Proceed, but in no event later than **[Date]** and

5.2.2. Contractor shall complete the Preliminary Services on or before **[Date]**.

6. **Submittal of Documents.** The Contractor shall not commence the Work under this Agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Certifications to be Completed by Contractor as Part of Agreement for Preliminary Services
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form
<u> </u>	Bonds (as required or requested by District)

7. **Compensation.** The District shall pay Contractor for Contractor's performance of Preliminary Services a total

fee **not to exceed \$0.00** based on the amount of Work satisfactorily performed and approved by the District pursuant to the scope and provisions in **Attachment A** attached hereto and as indicated herein ("Fee"):

[BY SCOPE]

Item	Amount
General Services	\$0.00
Review of Design Documents	\$0.00
Value Engineering	\$0.00
Constructability Review	\$0.00
Confirm Modifications to Design Drawings	\$0.00
Budget of Project Costs	\$0.00
Construction Schedule and Phasing Plan	\$0.00
Construction Planning and Bidding	\$0.00
Total	\$0.00

[MONTHLY FEE OPTION]

Month	Fee
January	\$0.00
February	\$0.00
March	\$0.00
April	\$0.00
May	\$0.00
June	\$0.00
July	\$0.00
August	\$0.00
September	\$0.00
October	\$0.00
November	\$0.00
December	\$0.00
Etc.	\$0.00

[HOURLY FEE OPTION]

Job Title	Hourly Rate
Principal in Charge	\$0.00
Director	\$0.00
Consultant(s)	\$0.00
Administrative Personnel	\$0.00
Other	\$0.00
Other	\$0.00

- 7.1. The Fee includes all costs and expenses for all time and materials required and expended to provide the specific Preliminary Services including but not limited to the costs of hiring sub-consultants, contractors and other professionals, review of the Lease-Leaseback Project, Plans and Specifications, review and preparation of necessary documentation relating to the development of the Lease-Leaseback Project, all travel-related expenses, as well as for meetings with District and its representatives, long distance telephone charges, copying expenses, salaries of Contractor staff and employees working on the Project, overhead, and any other reasonable expenses incurred by Contractor in performance of the Preliminary Services.
- 7.2. The Contractor shall submit a monthly itemized statement of Service charges and expenses to the District on the fifth (5th) day of each month. The itemized statement shall reflect the hours spent, or

scopes of work performed, by the Contractor in performing its Services, and, if applicable, the statements shall reflect expenses and materials. The itemized statement shall show the days and hours worked each workday Contractor performs Services for the previous month. District will permit a one (1) month grace period beyond this time for the Contractor to submit its invoice for a particular month's work. No amounts shall be due or owing to the Contractor if it fails to submit an invoice to the District at or before the end of that grace period.

- 7.3. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) Days after the Contractor submits an itemized statement to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
8. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Services, except as expressly provided for in this Agreement.
9. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. In the performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of Contractor's Work, District being interested only in the results obtained.
10. **Contractor and Subcontractor Registration and Compliance.**
 - 10.1. Contractor acknowledges that, for purposes of Labor Code section 1725.5, all or some of the Work is a public work to which Labor Code section 1771 applies and that the Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall comply with Labor Code section 1725.5, including without limitation the registration requirements for itself and its subcontractors. Contractor represents that all of its subcontractors are registered pursuant to Labor Code section 1725.5.
 - 10.2. Labor Code section 1771.1(a) states the following:

"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work Contractor to Section 1725.5 at the time the contract is awarded."
 - 10.3. Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations.
 - 10.4. Contractor shall post job site notices, as required by law, including without limitation Labor Code

section 1771.4.

- 10.5. Contractor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.
11. **Designated Representatives.** Contractor shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.
12. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as expressly provided for in this Agreement.
13. **Performance of Services.**
 - 13.1. **Standard of Care.**
 - 13.1.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - 13.1.2. Contractor hereby represents, to the extent applicable, that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
 - 13.1.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.
 - 13.1.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
 - 13.2. **Meetings.** In addition to all public hearings and meetings, Contractor agrees to participate in coordination meetings to discuss District strategies, timetables, implementations of Services, and any other issues deemed relevant to the Project.
 - 13.3. **District Approval.**
 - 13.3.1. The District has the right to inspect and supervise to secure satisfactory completion of the Services.
 - 13.3.2. Prior to any documents being made public, Contractor shall provide in draft form to District staff and District legal counsel, all documents that it or its subcontractors prepare.
14. **Information.**

- 14.1. **Furnished by District.** Upon request by Contractor, District shall furnish Contractor any information and documents readily available to District that the Contractor determines may be of use to the Contractor in the performance of the Services. District shall rely upon Contractor to determine which information and documents may be of use to the Contractor in performance of the Services. District makes no representations with respect to the reliability, accuracy, or completeness of any information or documents furnished by the District. Contractor shall determine if it is appropriate to rely on the District furnished information or documents. Contractor shall determine if clarification, additional information, or additional data is needed, and if so, to seek it out.
- 14.2. **Furnished by Others.** Contractor is to obtain, utilizing its own personnel, any required information that has been developed by other public or private entities that are not under contract to District. Contractor shall determine if it is appropriate to rely on the information or data developed by these other public or private entities. Contractor shall determine if clarification, additional information, or additional data is needed.
15. **Originality of Services.** Except as to standard generic details, Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
16. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
17. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents. For a period of three (3) years after final payment under this Agreement, all expenditures of public funds in excess of ten thousand dollars (\$10,000) shall be subject to examination and audit by the State Auditor. The audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering the Agreement.
18. **Termination.**
- 18.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for the Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) Days after the day the notice was mailed, whichever is sooner.
- 18.2. **Without Cause by Contractor.** Contractor cannot terminate this Agreement without cause.
- 18.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

18.3.1. material violation of this Agreement by the Contractor; or

18.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

18.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) Days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) Days cease and terminate. In the event of this termination, the District may secure the Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

18.4. **With Cause by Contractor.** Contractor may only terminate this Agreement after giving written notice of intention to terminate for cause and the expiration of the time to cure. Cause shall only include:

18.4.1. Material violation of this Agreement by the District, or

18.4.2. Failure of the District to timely pay undisputed Contractor invoices.

Written notice by Contractor shall contain the reasons for such intention to terminate and unless within thirty (30) Days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) Days cease and terminate. During the thirty (30) Days the Inspector shall continue providing Services to the District until the Agreement ceases and terminates. In the event of this termination, the District may secure the Services from another Contractor.

18.5. **Ownership of Records.** It is mutually agreed that all materials prepared by Contractor under this Agreement shall become the property of the District and Contractor shall have no property right therein whatsoever. Contractor hereby assigns to District any copyrights associated with the materials prepared pursuant to the Agreement. Immediately upon termination and upon written request, the District shall be entitled to, and Contractor shall deliver to the Contractor, all data, drawings, specifications, reports, estimates, summaries and such other materials and commissions as may have been prepared or accumulated to date by the District in performing the Agreement which is not Contractor privileged information, as defined by law, or Contractor's personnel information.

19. **Indemnification.** The Contractor shall indemnify, defend with legal counsel reasonably acceptable to the District, keep and hold harmless the District, and their respective board members, officers, representatives, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, damages, losses, and expenses, caused by, arising out of, resulting from, or incidental to, the performance of the Work under this Contract by the Contractor or its subcontractors to the full extent allowed by the laws of the State of California, and not to any extent that would render these provisions void or unenforceable, including, without limitation, any such suit, claim, damage, loss, or expense attributable to, without limitation, bodily injury, sickness, disease, death, alleged patent violation or copyright infringement, or to injury to or destruction of tangible property, except to the extent caused by the negligence or willful misconduct of the Indemnitees. This agreement and obligation of the Contractor shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to any party or person

described herein.

20. Insurance.

20.1. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below. In addition to the information below, see the Facilities Lease for explanations for the scopes and types of coverages.

20.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto 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.)

20.1.2. **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 Agreement 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.

20.1.3. **Sexual Molestation and Abuse Liability Insurance.** Contractor shall procure and maintain, during the life of this Contract, sexual molestation and abuse insurance. Contractor shall require its Subcontractor(s), if any, to procure and maintain sexual molestation and abuse insurance for any and all employee(s) of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Contractor's insurance. If any class of employee or employees engaged in Work under the Contract, on or at the Site of the Project, are not covered under the sexual molestation and abuse insurance, Contractor shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage to cover any employee(s) not otherwise covered before any of those employee(s) commence work.

20.1.4. **Professional Liability (Errors and Omissions).** This insurance shall cover the Contractor and his/her subcontractors(s) for two million dollars (\$2,000,000) aggregate limit subject to no more than twenty-five thousand dollars (\$25,000) per claim deductible, coverage to continue through completion of construction plus two years thereafter. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.

Commercial General Liability (Includes: Bodily Injury, Property Damage, Personal & Advertising Injury, Product Liability and Completed Operations)	Combined Single Limit	\$2,000,000
	General Aggregate	\$4,000,000
	Product Liability and Completed Operations	\$2,000,000

Automobile Liability – Any Auto	Combined Single Limit NO General Aggregate	\$2,000,000
Excess Liability (Umbrella)		\$6,000,000 per occurrence; \$6,000,000 aggregate
Workers Compensation		Statutory limits pursuant to State law
Employers' Liability		\$2,000,000 each incident
Sexual Abuse / Molestation		\$1,000,000 each incident; \$2,000,000 policy limit
Property of Others	Combined Single Limit General Aggregate	Issued for the value and scope of Work stored off-site.
Professional Liability		\$2,000,000 per occurrence and annual aggregate

20.2. **Proof of Carriage 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:

20.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) Days after date of mailing notice."

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

20.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers ("Additional Insureds") are named Additional Insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

20.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.

20.3. **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.

21. **Assignment.** The obligations and liabilities of the Contractor pursuant to this Agreement shall not be assigned voluntarily by the Contractor nor assigned by operation of law, without express written consent of the District.
22. **Binding Contract.** This Agreement shall be binding upon the Parties hereto and upon their successors and assigns and shall inure to the benefit of the Parties and their successors and assigns.
23. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Agreement 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 Agreement shall be appropriately amended in writing, or this Agreement 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.

24. **Certificates/Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of the Services. Except for any license or permits furnished by District, Contractor shall be fully responsible for identifying and obtaining all necessary licenses and permits for the timely prosecution of the Services.
25. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and District policy. Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 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. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
26. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services.
27. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, the Contractor must submit, upon request by District, appropriate documentation to the District identifying the steps the Contractor has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
28. **Interaction with the Media and Public.** Contractor shall promptly refer all inquiries from the news media or public to District and shall not make any statements to the media or the public relating to the Services. If Contractor receives a complaint from a citizen or the community, Contractor shall promptly inform the District about the complaint.
29. **Taxes.** Contractor shall be liable and solely responsible for paying all required taxes and other obligations, including but not limited to federal and state income taxes and social security taxes payable in connection with the Services and this Agreement. Contractor agrees to release, indemnify, defend, and hold District harmless from and against any worker's compensation or any tax liability which District may incur to any Federal or State governments with jurisdiction as a consequence of this Agreement. All payments made to Contractor may be reported to the Internal Revenue Service.
30. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
31. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

- 31.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
- 31.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
32. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, 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, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
33. **Disputes.** In the event of a dispute between the Parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop performing the Services.
34. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractors(s) shall maintain the confidentiality of all information received in the course of performing the Services. Contractor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
35. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
36. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service, addressed as follows:

Durham Unified School District
 9421 Putney Dr.
 Durham, CA 95938-9426
 ATTN: John Bohannon, Superintendent

United Building Contractors, Inc.
 P.O. Box 6039
 Chico, CA 95927
 ATTN: Jim Gilmore

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the Business Day next following delivery thereof to the overnight delivery service.

37. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
38. **California Law.** This Agreement is entered into in California and shall be governed by and the rights, duties and obligations of the Parties, and shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located. Contractor waives any claim or right to remove an action on this Agreement to federal court.
39. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall

not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

40. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
41. **Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
42. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
43. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
44. **Calculation of Time.** For the purposes of this Agreement, "days" refers to Days unless otherwise specified.
45. **Signature Authority.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
46. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
47. **Incorporation of Recitals and Attachments.** The Recitals and each attachment attached hereto are hereby incorporated herein by reference.
48. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein.
49. **Incorporation of RFQ/RFP & Proposal and Interpretation of Documents.** If the Parties enter into this Agreement as a result of a Request for Qualifications and/or a Request for Proposal ("RFQ/RFP"), the RFQ/RFP is incorporated into this Agreement, except that if there is any conflict between the RFQ/RFP and any provision of this Agreement, the Agreement shall prevail.

IN WITNESS WHEREOF, the Parties have accepted and agreed to this Agreement, as of the Effective Date, and have directed and authorized their respective officers to execute this Agreement:

Durham Unified School District

United Building Contractors, Inc.

By: _____

By: _____

Print Name: _____

Print Name: Jim GILMORE

Print Title: _____

Print Title: PRESIDENT

Attachment A to Agreement for Preliminary Services

Scope of Services

1. **Scope of Contractor's Preliminary Services.** Contractor is authorized to perform the following services by applicable law and agrees to perform the services described herein. Contractor shall perform management and coordination services, plan and specification constructability reviews, provide value-engineering reviews and recommendations and other reviews as necessary to verify that the drawings and specifications are clear and reasonably accurate to minimize the need for changes during the construction phase of the project, including but not limited to the following ("**Preliminary Services**"):

1.1. General Services.

- 1.1.1. Contractor shall attend regular meetings during Project development between the Architect, the District, District site personnel, and any other applicable consultants of the District as required to discuss the Project, including budget, scope and schedule.
- 1.1.2. Contractor shall assist Architect with the making of a written record of all meetings, conferences, discussions and decisions made between or among the District, Architect and Contractor.
- 1.1.3. Contractor shall assist the Architect with making formal presentations to the governing board of District.
- 1.1.4. Contractor shall prepare and update the preliminary Project schedule.
- 1.1.5. Contractor shall prepare and update the components of the Guaranteed Project Cost and shall be primarily in control of ensuring that the Project can and is constructed for no more than that amount.
- 1.1.6. Contractor shall assist District with City land use issues;
- 1.1.7. Contractor shall assist District with DSA review, input, and timeframe for same;
- 1.1.8. Contractor shall provide review and comment upon geotechnical / soils investigation and report;
- 1.1.9. Contractor shall provide review and comment upon survey of the Project site;
- 1.1.10. Contractor shall provide review and comment upon any environmental impact report ("**EIR**") or other required California Environmental Quality Act ("**CEQA**") documents with District's CEQA consultant.

1.2. Review of Design Documents.

- 1.2.1. Contractor shall review Project design and budget with the District and the Architect **four (4)** times: during the Schematic Design Phase, the Design Development Phase, at 50% Construction Documents Phase, and at 100% Construction Documents Phase to:
 - 1.2.1.1. Contractor shall provide recommendations on site use and improvements, selection of materials, building systems and equipment and methods of Project delivery;
 - 1.2.1.2. Contractor shall provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction of the Project and subparts thereof if requested, and factors relating to cost including, but not limited to, construction costs of alternate designs of materials, preliminary budgets and possible economics that could be achieved through alternate methods or substitutions;

1.2.1.3. Contractor shall provide interim design phase estimates to establish and maintain the Project budget and scheduled costs; and

1.2.1.4. Contractor shall provide plan review.

1.2.1.5. Value-engineering.

1.2.1.5.1. “Value Engineering” or “VE” as used herein shall mean an organized effort to analyze the functions of systems, equipment, facilities, services, and supplies depicted in the Plans and Specifications prepared by Architect (“Design Documents”) for the Project to identify equipment, materials or systems which provide for comparable function at reduced initial or life-time cost consistent with required performance, reliability, quality, and safety for similar types of school construction projects. Value Engineering shall include, without limitation, proposed changes to the Design Documents, or other contract requirements, consistent with industry practice in the construction of public schools.

1.2.1.5.2. Value Engineering is intended to enable a contractor to construct the Project more efficiently and economically consistent with the Project’s goals and objectives, without sacrificing quality.

1.2.1.5.3. The Contractor shall perform Value Engineering for the Project as set forth herein at the 100% Design Development Phase and the 50% Construction Document Phase, to the extent applicable. Contractor shall perform Value Engineering concurrently with, and without delay to, the schedule attached to the applicable.

1.2.1.5.4. General Value Engineering Requirements

1.2.1.5.4.1. In performing Value Engineering, the Contractor shall, without limitation:

1.2.1.5.4.1.1. Identify all documents necessary for Contractor to fully understand the background and decisions that have influenced the design up to Design Development.

1.2.1.5.4.1.2. Coordinate with the District and Architect to obtain any further documentation necessary to develop this understanding.

1.2.1.5.4.1.3. Review relevant meeting minutes, master plans, District design guidelines, Design Documents and all other necessary documents related to the Project.

1.2.1.5.4.1.4. Analyze and understand key functional issues governing the Project, Project design, and Project systems so that Contractor understands how to best approach Value Engineering.

1.2.1.5.4.1.5. Develop an understanding of the District’s key criteria, objectives, and budgetary constraints with respect to the development of the Project.

1.2.1.5.4.1.6. The Contractor shall coordinate with the District and the Design Team as necessary in the performance of Value Engineering to ensure that the Contractor’s recommendations are consistent with the District’s criteria, objectives, and budgetary constraints.

1.2.1.5.4.1.7. The Contractor shall consider all ways to provide function within the Project at a lesser initial or life-cycle-cost representing improved value to the District without sacrificing quality.

1.2.1.5.4.1.8. The Contractor shall coordinate with the Design Team to ensure that any recommendation is compliant with any authority having jurisdiction over the Project, including, without limitation, DSA.

1.2.1.5.5. Value Engineering Workshop

1.2.1.5.5.1. As part of the Value Engineering for each phase, the Contractor shall organize and conduct a value engineering workshop ("**Workshop**").

1.2.1.5.5.2. The Contractor shall invite the Architect to participate in the Workshop.

1.2.1.5.5.3. Prior to the Workshop, the Contractor and the Architect will provide all participants with a preliminary list of Value Engineering items for discussion and order of magnitude estimates of cost both for design and construction.

1.2.1.5.5.4. The Workshop will consist of an initial Project design review related to that phase of development, research of alternative solutions, and evaluations of alternatives. The Workshop will conclude with a review of design and construction costs, benefits of various items selected, and selection of items to be incorporated into the Project design.

1.2.1.5.5.5. The Contractor will incorporate the Workshop findings into the VE Report (as defined below) for that phase. Although the Workshop findings may include Value Engineering recommendations, Contractor shall perform its own, independent Value Engineering and provide any recommendations that are different or in addition to the Workshop findings.

1.2.1.5.6. VE Report

1.2.1.5.6.1. At the conclusion of Value Engineering for each phase of design, Contractor shall prepare a report ("**VE Report**") and submit the VE Report to the District. Each VE Report shall include recommendations for alternatives, deletions, or amendments to the Design Documents for the Project that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies.

1.2.1.5.6.2. The VE Report shall contain as an attachment the Workshop findings.

1.2.1.5.6.3. At a minimum, Contractor shall include the following in the VE Report:

1.2.1.5.6.3.1. Recommendation Narrative. A narrative describing the difference between the existing Design Documents and any change to the Design Documents, the comparative advantages and disadvantages of each, to the extent applicable, a justification if an item's function is being altered, and the effect of the change on system and facility performance.

1.2.1.5.6.3.2. Changes to Design Documents. A list and analysis of design criteria or specifications that must be changed if the District accepts the recommendation.

1.2.1.5.6.3.3. Hard Costs. A detailed estimate of the impact on Project cost of the recommendation, if accepted and implemented by the District.

1.2.1.5.6.3.4. Soft Costs / Maintenance Costs. A description and estimate of costs the District may incur in implementing the recommendation, including, without limitation, design costs, additional testing and inspections, and ongoing maintenance costs.

1.2.1.5.6.3.5. Life Cycle Costs. A prediction of any effects the proposed recommendation may have on life cycle cost.

1.2.1.5.6.3.6. Schedule Impacts. The effect the recommendation may have on design or construction schedules. The Contractor shall include the number of Days the Project would expected to extended or reduced based upon the change, which shall be

broken down by each individual task related to that scope of work (e.g., shop drawing submittals, lead times for the procurement of materials and supplies, construction, etc.).

1.2.1.5.6.4. Deliverables. Contractor shall submit one (1) hard copy and one (1) electronic .pdf of the VE Report to the District. Contractor shall also submit one (1) electronic .pdf version of the VE Report to the Architect.

1.2.1.5.7. VE Report Presentation / Meeting. After the submittal of the VE Report, and upon the District's request, the Contractor shall meet with the District to present the VE Report to the District and respond to any questions concerning the recommended changes in the VE Report.

1.2.1.5.8. District Review / Acceptance

1.2.1.5.8.1. Prior to authorizing the Architect's performance of next phase design services, the District shall review the VE Report and decide whether to accept in writing any changes to the Design Documents.

1.2.1.5.8.2. Upon the District's acceptance of change(s) to the Design Documents, the Contractor shall send written direction to the Architect to incorporate those changes into the Design Documents.

1.2.1.5.8.3. Upon the Architect's notice that it has incorporated the changes into the Design Documents, Contractor shall review the modified Design Documents to ensure that the District accepted changes are incorporated into the Design Documents. If the Contractor determines that the Architect has not incorporated into the Design Documents the changes accepted by the District, the Contractor shall advise the District in writing of the changes that were not included in the modified Design Documents, and shall assist the District in ensuring that the Architect incorporates those modifications.

1.2.1.5.8.4. If the Architect disputes or otherwise recommends the denial of any recommendation from a VE Report, the District shall meet and coordinate with the Architect to determine the proper resolution of the dispute and shall issue a written recommendation to the District as to whether to include the recommendation into the Design Documents. The District shall thereafter issue a written decision, which will be binding on the Architect.

1.2.1.6. Constructability Review.

1.2.1.6.1. "Constructability Review(s)" or "CR(s)" as used herein shall mean a systematic review of the Design Documents to ensure that the Design Documents delineate clear and feasible construction techniques, including, without limitation, making certain that the requirements of the construction work are clear, the Design Documents are coordinated, and that they assist the contractor in subcontractor bidding, construction and project administration to result in reduced impacts to the Project.

1.2.1.6.2. The purpose of the Constructability Review is to eliminate flaws in the Design Documents, eliminate issues that may cause other impacts, and to ultimately enable Contractor to bid, coordinate, schedule, sequence and construct the Project efficiently, and without time and scheduling impacts.

1.2.1.6.3. The Contractor shall perform a Constructability Review for the Project as set forth herein at the 100% Design Development Phase and the 90% Construction Document Phase, to the extent applicable.

1.2.1.6.4. General Constructability Review Requirements

1.2.1.6.4.1. In performing a Constructability Review, the Contractor shall review the Design Documents and all other necessary documents related to the Project, including, without limitation, geotechnical reports, soils reports, and hazardous materials reports, to fully understand the Project, Project scope, and the Project site and to enable the Contractor to identify issues regarding constructability and associated risks arising from the current Design Documents. The Constructability Review shall include the review of every element encountered by the general contractor during construction of the Project, including, without limitation whatsoever: material delivery, storage, site clearing, utilities work (location, interconnection, existing utilities, etc.), excavation, SWPPP requirements, field office locations, demolition, depiction of existing conditions, required equipment, required permits, coordination of the trades, verifying design elements, visual depictions, site access, traffic control, foundation of piers, etc.

1.2.1.6.4.2. In reviewing the scope of work in the Design Documents, Contractor shall identify existing conditions which may present construction problems and make recommendations regarding the project footprint, including, without limitation, Project limits within the Project site.

1.2.1.6.4.3. The Contractor shall perform a field inspection to familiarize itself with the Project site and to enable it to provide detailed comments to the Design Documents during the Constructability Review.

1.2.1.6.4.4. The Contractor shall review the project budget for the current phase of design to determine whether the Project can be constructed within budget constraints and in light of risks identified during Constructability Review.

1.2.1.6.4.5. The Contractor shall review the Design Documents and propose an appropriate Project duration, sequencing, phasing, and the separation of subcontracts into categories of the work and trade bid packages.

1.2.1.6.4.6. The Contractor shall coordinate with the District and the Design Team as necessary in the performance of the Constructability Review.

1.2.1.6.4.7. The Contractor is not responsible for providing, nor does the Contractor control, the Project design or the contents of the Design Documents. The Contractor's actions in reviewing the Project design and Design Documents, and in making any findings, recommendations, or assessments as provided herein, are advisory only to the District. The Design Team members are not third-party beneficiaries of the Constructability Review and the Design Team members remains solely responsible for the contents of the Design Documents. Unless the Contractor holds a professional architect or engineering license, or unless the Constructability Review is performed by a consultant or subconsultant of Contractor who holds that type of license, the Contractor shall be held to the standard of care for general contractors performing constructability reviews on public school construction projects within the same geographic area as the District.

1.2.1.7. 100% Design Development Constructability Review.

1.2.1.7.1. The 100% Design Development Constructability Review ("DD CR") shall evaluate the Design Documents and must address all items that are or will be critical to the completion of the construction of the Project.

1.2.1.7.2. The DD CR should address all structural, architect, mechanical, electrical, plumbing, civil, landscaping, and off-site work related to the Project as set forth in the Design Documents. The DD CR should be performed such that it provides the Architect guidance and direction in proceeding with the final design of Construction Documents, and identify any alterations or revisions to the Design Documents, or other special considerations.

1.2.1.8. 90% Construction Documents Constructability Review.

1.2.1.8.1. The 90% Construction Documents Constructability Review (“CD CR”) shall evaluate all Design Documents, with special attention given to Plans and Specifications, to serve as a final check on those documents prior to soliciting bids and to ensure the overall constructability of the Project, subject to revisions made during back-check.

1.2.1.8.2. The CD CR should identify details, omissions, or design problems not previously addressed or those that materialized or that were identified during this phase of design. Although the District expects that any omissions or deficiencies at this stage should be minor, the District expects that the Contractor shall fully review the Project for constructability as set forth herein.

1.2.1.8.3. The DD CR should address all structural, architect, mechanical, electrical, plumbing, civil, landscaping, and off-site work related to the Project as set forth in the Design Documents. The CD CR should include a final, detailed review of the Design Documents to ensure that the drawings and specifications are not only constructable, but are coordinated and can be read as a cohesive whole.

1.2.1.9. Constructability Review Report.

1.2.1.9.1. At the conclusion of the Constructability Review for each phase of design, Contractor shall prepare a report (“CR Report”) and submit the CR Report to the District. Each CR shall include all findings and recommendations made as a result of the CR, and shall identify any and all risks or impacts arising from any issues identified therein.

1.2.1.9.2. At a minimum, Contractor shall include the following in the CR Report:

1.2.1.9.2.1. Issue / Risk Narrative. A narrative identifying each issue and the impact or risk associated with that issue. The narrative shall also include recommendations to avoid the risk or impact by making changes to the Design Documents.

1.2.1.9.2.2. Coordination. Identify any areas in which the drawings or specifications are not coordinated.

1.2.1.9.2.3. Changes to Design Documents. A list and analysis of design criteria or specifications that could be changed based on any identified issue.

1.2.1.9.2.4. Budget Review. A narrative describing the Contractor’s review of the budget, and discussing whether the current budget for the Project is sufficient or achievable in light of the issues identified.

1.2.1.9.2.5. Planning Review. A narrative describing Contractor’s proposed Project duration, sequencing, phasing, and the separation of subcontracts into categories of the work and trade bid packages.

1.2.1.10. CR Report Presentation / Meeting. After the submittal of the CR Report, and upon the District's request, the Contractor shall meet with the District to present the CR Report to the District and respond to any questions concerning any issues raised in the CR Report.

1.2.1.11. District / Architect Review

1.2.1.11.1. Prior to authorizing the Architect's performance of next phase design services, the District shall issue the CR Report to the Architect and, in its discretion, may instruct the Architect to address the issues raised in the CR report.

1.2.1.11.2. The Architect shall then address any issues identified in the CR Report. Upon the Architect's notice that it has addressed all issues, Contractor shall review the modified Design Documents to ensure that the issues in the CR have been addressed. If the Contractor determines that the Architect has not addressed any issue identified in the CR Report, the Contractor shall advise the District in writing of the unaddressed issues and shall assist the District in ensuring that the Architect addresses those issues.

1.2.1.11.3. If the Architect objects to addressing any issue raised in the CR Report, Contractor shall meet and coordinate with the Architect to determine the proper resolution of the objection and shall issue a written recommendation to the District as to whether Architect should address the issue. The District shall thereafter issue a written decision, which will be binding on the Architect.

1.2.2. Confirm Modifications to Design Drawings. If the District accepts Contractor's comments, including the value-engineering and/or constructability review comments, Contractor shall review the design documents to confirm that those comments are properly incorporated into the final design documents.

1.3. Budget of Project Costs.

1.3.1. At each stage of plan review indicated above, Contractor shall update and refine the budget of the Guaranteed Project Cost based on the most recent set of design documents. Contractor shall also advise the District and the Architect if it appears that the total construction costs may exceed the Guaranteed Project Cost established by the District and shall make recommendations for corrective action. Contractor will further provide input to the District and Architect relative to value of construction, means and methods for construction, duration of construction of various building methods and constructability.

1.3.2. In each budget of the Guaranteed Project Cost, Contractor shall include values of scopes of work subdivided into component parts in sufficient detail to serve as the basis for progress payments during construction. This budget of the Guaranteed Project Cost shall include, at a minimum, the following information divided into at least the following categories:

- 1.3.2.1.** Overhead and profit;
- 1.3.2.2.** Supervision;
- 1.3.2.3.** General conditions;
- 1.3.2.4.** Layout & Mobilization (not more than 1%);
- 1.3.2.5.** Submittals, samples, shop drawings (not more than 3%);
- 1.3.2.6.** Bonds and insurance (not more than 2%);
- 1.3.2.7.** Close-out documentation (not less than 3%);
- 1.3.2.8.** Demolition;
- 1.3.2.9.** Installation;
- 1.3.2.10.** Rough-in;

- 1.3.2.11.** Finishes;
- 1.3.2.12.** Testing;
- 1.3.2.13.** Punchlist and acceptance.

Contractor shall indicate its willingness and ability to enter into the Contract Document to construct the Project for at or below that Guaranteed Project Cost, excluding Unforeseen Site Conditions or District-requested changes. This commitment will be a component of the Contract Documents.

1.4. Construction Schedule and Phasing Plan.

Contractor shall prepare a preconstruction schedule to guide the design team through to bid dates. That schedule shall show the multiphases and interrelations of design, constructability review, and estimating. Contractor shall also prepare a full construction schedule for the Project detailing the phasing and construction activities. Contractor shall further investigate, recommend and prepare a schedule for the District's purchase of materials and equipment requiring long lead time procurement, and coordinate the schedule with the early preparation of portions of the Contract Documents by the Architect.

1.5. Construction Planning and Bidding.

- 1.5.1.** Contractor shall prepare and distribute specifications and drawings provided by District to facilitate bidding to Contractor's subcontractors.
- 1.5.2.** Contractor shall review the drawings and specifications to eliminate areas of conflict and overlapping in the work to be performed by various subcontractors, and with a view to eliminating change order requests by the Architect or subcontractors.
- 1.5.3.** Contractor shall conduct pre-bid conferences. Contractor shall coordinate with District and the Architect in responding to subcontractor questions or providing clarification to all subcontractors.
- 1.5.4.** Contractor shall prepare appropriate subcontractor bid packages.

1.6. Bidding for Subcontractor Work.

1.6.1. CONTRACTOR SHALL SOLICIT AND PROCURE SUBCONTRACTORS PURSUANT TO THE SUBCONTRACTOR PROCUREMENT PROCESS ATTACHED TO THE FACILITIES LEASE AS EXHIBIT H.

1.6.2. Finalizing the GPC. After Contractor completes the Subcontractor Procurement Process as set forth in **Exhibit H** to the Facilities Lease and the District approves the Subcontractor bids and self-performed construction Work, if any, Contractor shall prepare a final proposed GPC as set forth in **Exhibit C** to the Facilities Lease. The GPC shall be calculated consistent with the matrix in the "Guaranteed Project Cost (or Guaranteed Maximum Price)" section of **Exhibit C** to the Facilities Lease.

- 1.7. Schedules.** Prior to the Parties executing the Site Lease and Facilities that will include the GPC, or amending an existing Site Lease and Facilities Lease to include a GPC, Contractor shall provide to the District a Construction Schedule and Schedule Values compliant with the requirements of the Contract Documents, including, without limitation, **Exhibit D**, so that those schedules may be included as **Exhibit F** and **Exhibit G** respectively; provided, however, the District may excuse this requirement and instead direct Contractor to submit the schedules after the issuance of a Notice to Proceed for construction work.
- 1.8.** If Contractor or any of its subcontractors intend to use on the Project any In-Use-Off-Road Deisel-Fueled Fleets, as that term is defined in Title 13, California Code of Regulations, section 2449(b)(1), then Contractor must submit a Certificate of Reported Compliance for the each of those fleets and subcontractors with Contractor's list of subcontractors.

2. **Limited Authority.** The duties, responsibilities and limitations of authority of Contractor shall not be restricted, modified or extended without written agreement between the District and Contractor.

District's Responsibilities. The District has and shall continue to provide to Contractor information regarding requirements for the Project, including information regarding the District's objectives, schedule, constraints and criteria.

CERTIFICATIONS TO BE COMPLETED BY CONTRACTOR
AS PART OF
AGREEMENT FOR PRELIMINARY SERVICES (EXHIBIT L TO FACILITIES LEASE)

THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT UNDERSIGNED IS:

- A representative of the Contractor,
- Familiar with the facts herein certified and acknowledged,
- Authorized and qualified to execute the Contract Documents and these certifications on behalf of Contractor and that by executing the Contract Documents undersigned is certifying the following items.

I **Labor Code Sections 1860-1861 (Workers' Compensation).** In accordance with Labor Code section 3700, every contractor will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that 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.

I **Government Code Sections 8355-8357 (Drug-Free Workplace).** I acknowledge and certify under penalty of perjury that I will provide a drug-free workplace by doing all of the following:

- (1) 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 the actions that will be taken against employees for violations of the prohibition.
- (2) Establishing a drug-free awareness program to inform employees about all of the following:
 - (A) The dangers of drug abuse in the workplace.
 - (B) The person's or organization's policy of maintaining a drug-free workplace.
 - (C) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (D) The penalties that may be imposed upon employees for drug abuse violations.
- (3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I also acknowledge that this Contract may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the contractor or grantee thereunder may be subject to debarment, in accordance with the requirements of the above-referenced statute, if the contracting or granting agency determines that any of the following has occurred:

- (1) The contractor or grantee has made a false certification under Section 8355.
- (2) The contractor or grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of Section 8355.

I also acknowledge that the Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with the above-referenced statute. This list shall be updated monthly and published each month. No state agency shall award a contract or grant to a person or organization on the published list until that person or organization has complied with the above-referenced statute.

I Tobacco-Free Environment. Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 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.

I acknowledge and certify under penalty of perjury that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and acknowledge and 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. The District also prohibits electronic cigarettes, "vaping" or similar product uses on District sites.

I Russian Sanctions Certification

On February 21, 2022, President Biden issued Executive Order 14065 (<https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/>; "Federal Order") imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>; "State Order").

The District requires the Contractor, as a vendor with the District, to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

If your Firm's contract with the District has a cumulative value of \$5 million or more, your certification here constitutes your written response to the District, indicating:

- (1) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;
 - (2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.
-

I Lobbyist Certification

The Architect and its Consultants shall at all times comply with the lobbyist certification requirements as set forth below. Specifically, by checking the one applicable option below, Architect hereby represents and warrants to District the following:

- ☐ Architect and its Consultants are not a "Lobbying Coalition," "Lobbying Firm," "Lobbyist" or "Lobbyist Employer" as those terms are defined in the Political Reform Act of 1974 (Gov. Code §§ 81000) (collectively "Lobbyist") and are not performing Services hereunder that would require registering as a Lobbyist.

☐ Architect and its Consultants Services hereunder shall or may include lobbying. Architect and its Consultants shall comply with all applicable District, local, state and/or federal policies, rules, regulations, statutes and requirements governing Lobbyists. In addition, the Architect shall maintain on file registering and reporting records for Lobbyists. These records shall be regularly maintained and updated by Architect and shall be available to District upon request or audit.

☒ Conflict of Interest Certification

The Architect and its Consultants shall at all times comply with the conflict of interest certification requirements as set forth below. Architect hereby represents and warrants to District that Architect and its Consultants have read and understand the District's Conflict of Interest Code and, Architect knows or has reason to believe that Architect has a conflict of interest that requires disclosure and Architect and its Consultants shall comply with the applicable disclosure requirements of the District's Conflict of Interest Code. In addition, the Architect shall maintain on file statements of economic interests in accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by Architect and shall be available to District upon request or audit.

☒ Criminal Background Investigation / Fingerprinting Certification

The undersigned does hereby certify to the governing board of the District that undersigned is a representative of the Contractor, is familiar with the facts herein certified, is authorized and qualified to execute this certificate on behalf of Contractor; and that the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. **Education Code.** Contractor has taken at least one of the following actions (check all that apply):

☒ **All Workers Fingerprinted.** The Contractor 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 interact with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal record summary as described in Education Code Section 44237 (Contractor shall "require each applicant for employment in a position requiring contact with minor pupils to submit two sets of fingerprints prepared for submittal by the employer to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and the Federal Bureau of Investigation."). A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may interact with District pupils during the course and scope of the Contract is attached hereto; and/or

☒ **Physical Barrier.** Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

☒ **Continual Supervision by Fingerprinted Employee.** Pursuant to Education Code section 45125.2, 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 has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its Subcontractors' employees is:

Name: James Gilmore

Title: President



Unoccupied Site. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

I ACKNOWLEDGE AND CERTIFY UNDER PENALTY OF PERJURY THAT I AM DULY AUTHORIZED TO LEGALLY BIND THE CONTRACTOR TO ALL PROVISIONS AND ITEMS INCLUDED IN THESE CERTIFICATIONS, THAT THE CONTENTS OF THESE CERTIFICATIONS ARE TRUE, AND THAT THESE CERTIFICATIONS ARE MADE UNDER THE LAWS OF THE STATE OF CALIFORNIA.

Date: 5/31/2015

Proper Name of Contractor: United Building Contractors, Inc.

Signature: _____

By: James Gilmore (Print Name)

Title: President