AGENDA

A. CALL TO ORDER

B. MOVE TO CLOSED SESSION

C. CLOSED SESSION
   1. Conference with Labor Negotiators Agency designated representatives: Board President
      Lance Smith, Unrepresented Employee(s): Superintendent
      (Government Code 54957.6)
   2. Conference with Labor Negotiators Agency designated representatives: Superintendent
      Lloyd Webb; 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: Superintendent
      (Government Code 54957)
   6. Student Expulsion: (1-Student #2017-1) Pursuant to Education Code section 35146. The Education
      code requires closed session in these cases to prevent disclosure of confidential
      student record information.

D. RETURN TO OPEN SESSION

E. PLEDGE OF ALLEGIANCE

F. REPORT OF ACTION TAKEN IN CLOSED SESSION

G. ORDER OF AGENDA

H. INFORMATION ITEMS
   1. Notice of Public Hearing has been posted regarding Compliance with Education Code Section
      60119, Sufficiency of Instructional Materials.

I. 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.
   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)

J. DISTRICT REPORTS

1. Website Update
2. DUTA
3. MOT
4. Principals
5. Business Manager
6. Superintendent

K. ITEMS FROM THE BOARD

L. CONSENT AGENDA

1. Minutes of Regular Meeting June 26, 2019
2. Accounts Payable for the Month of July 2019
5. 2019-2020 DHS Fall Sport Schedule
9. Employment
   Certificated Hires

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Christine Spade</td>
<td>DHS Counselor</td>
<td>8-12-2019</td>
</tr>
<tr>
<td>Tracy Leonard</td>
<td>2nd Grade Teacher</td>
<td>8-12-2019</td>
</tr>
<tr>
<td>Nancy Flint</td>
<td>Special Day Class</td>
<td>8-12-2019</td>
</tr>
<tr>
<td>Michelle Gagne</td>
<td>Reading Specialist</td>
<td>8-12-2019</td>
</tr>
</tbody>
</table>

Certificated Resignation:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Micalea Mercado</td>
<td>DHS Counselor</td>
<td>7/31/2019</td>
</tr>
<tr>
<td>Christina Grassmyer</td>
<td>2nd Grade Teacher</td>
<td>7/31/2019</td>
</tr>
</tbody>
</table>
Classified Hire

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kameron Alex</td>
<td>Custodian 1</td>
<td>7-24-2019</td>
</tr>
<tr>
<td>Brian Maldonado</td>
<td>Cook 1</td>
<td>8-13-2019</td>
</tr>
<tr>
<td>Lacey Leonard</td>
<td>Para Educator/Yard Duty</td>
<td>8-13-2019</td>
</tr>
<tr>
<td>Cathryn Young</td>
<td>1.1 TEMP Sped Para</td>
<td>8-13-2019</td>
</tr>
</tbody>
</table>

Classified Resignation

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stacey Blake</td>
<td>Classified SPED Para Professional</td>
<td>5</td>
</tr>
<tr>
<td>Mason Ballinger</td>
<td>Classified Van Driver</td>
<td>5.25</td>
</tr>
<tr>
<td>Mark Chavez</td>
<td>SPED Para Educator</td>
<td>6</td>
</tr>
</tbody>
</table>

Classified Increase in Hours

<table>
<thead>
<tr>
<th>Position</th>
<th>Increase From</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Education Para</td>
<td>4 Hours</td>
<td>5</td>
</tr>
<tr>
<td>Special Education Para</td>
<td>5.25 Hours</td>
<td>6</td>
</tr>
<tr>
<td>Car/Van Driver</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>Car/Van Driver</td>
<td>0</td>
<td>1.33</td>
</tr>
</tbody>
</table>

10. Coaches:

Coach Resignation

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mark Chavez</td>
<td>Cross Country</td>
<td>7/11/2019</td>
</tr>
<tr>
<td>Alex Hernandez</td>
<td>Assistant Varsity Football</td>
<td>8/8/2019</td>
</tr>
</tbody>
</table>

Football/ Volleyball/Soccer Coach

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ken Hodson</td>
<td>Paid Asst. Football</td>
<td>8/8/2019</td>
</tr>
<tr>
<td>Vanessa Pitney</td>
<td>Volleyball Volunteer</td>
<td>8/9/2019</td>
</tr>
</tbody>
</table>

Spring Season Coaches 2019-2020

<table>
<thead>
<tr>
<th>SPORT</th>
<th>POSITION</th>
<th>COACH</th>
</tr>
</thead>
<tbody>
<tr>
<td>Varsity Baseball</td>
<td>Head Coach Paid</td>
<td>Tony Longueria</td>
</tr>
<tr>
<td>Junior Varsity Baseball</td>
<td>Head Coach Paid</td>
<td>Nathan Stelzriede</td>
</tr>
<tr>
<td>Varsity Softball</td>
<td>Head Coach Paid</td>
<td>Amy HilQuist</td>
</tr>
<tr>
<td></td>
<td>Assistant Paid</td>
<td>Justine Sonsteng</td>
</tr>
<tr>
<td>Golf</td>
<td>Head Coach Paid</td>
<td>Colleen Coutts</td>
</tr>
<tr>
<td>Cross Country</td>
<td>Head Coach Paid</td>
<td>Dawn Dowdy</td>
</tr>
<tr>
<td>Boys Soccer</td>
<td>Head Coach Paid</td>
<td>Mark Chavez</td>
</tr>
</tbody>
</table>

11. Fund Raisers

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
<th>ESTIMATED NET</th>
</tr>
</thead>
<tbody>
<tr>
<td>DES Cookie Dough Sales</td>
<td>Sept/Dec 2019</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>
M. INFORMATION ITEMS:

1. Site Master Schedules

N. DISCUSSION/ACTION ITEMS:

1. Discussion/Action regarding Volleyball Officials for home games during the 2019-2020 Volleyball season.

   Following passage of the General Obligation Bond, Durham USD solicited a request for qualifications (RFQ) that resulted in the response by architectural firm(s). The intent of the RFQ was to secure an architectural firm responsible for finalization the needs assessment and implementation of projects over a multi-year timeframe.

3. Discussion/Action regarding Ag support position options and updates.

4. Discussion/Action to approve July 2019 Board Policy Updates. Materials available for review at the District office.

5. Discussion/Action to authorize the Superintendent and Asst. Superintendent to pursue negotiations with Mobile Modular for the purchase or lease of the five portables located on Durham Unified School District property, and currently leased by Paradise Unified School District.

6. Discussion/Action on purchase of Powder Coating Application booth and installation, in the CTE building, of the booth and the oven from MJB Welding Supply.

7. Discussion/Action on the threshold for purchases before Board approval is required.

8. Discussion/Action on the relocation of one (1) auto hoist from CTE building.

9. Discussion/Action regarding Mandated Block Grant and Actual Cost Reimbursement.

10. Discussion/Action regarding Disposal of various equipment.

O. RETURN TO CLOSED SESSION
P. CLOSED SESSION
Q. RETURN TO OPEN SESSION
R. REPORT OF ACTION TAKEN IN CLOSED SESSION

S. NEXT BOARD MEETING DATE: September 18, 2019

T. ADJOURNMENT

NOTES:

*Agenda item documents are available for public inspection during regular business hours at the District Office.

**Handout will be provided at the board meeting. If you require special accommodations to participate in the meeting, please advise Tina Blenn, District Secretary, 48 hours in advance at 895-4675 x227.
Durham Unified School District

Regular Meeting of the Board of Trustees
Wednesday, June 26, 2019
District Boardroom
9420 Putney Drive, Durham, CA 95938

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, Wednesday, June 26, 2019 and began at 6:30 pm.

Trustees Present:  Kathy Horn, Ed McLaughlin, Lance Smith and Matthew Thorpe
Trustees Absent:   Alex DuBose
Staff Members Present: Superintendent Lloyd Webb, District Secretary Tina Blenn and Assistant Superintendent Business and Operations RJ Anderson
Staff Members Absent: None

A. CALL TO ORDER
President Lance Smith called the DUSD Board of Trustees meeting to order at 6:30 pm.

B. MOVE TO CLOSED SESSION

C. CLOSED SESSION
1. Conference with Labor Negotiators Agency designated representatives: Board President, Unrepresented Employee(s): Superintendent (Government Code 54957.6)
2. Conference with Labor Negotiators Agency designated representatives: Superintendent Lloyd Webb Employee Organizations: Administrative, CTA, CSEA, and Classified Confidential (Government Code 54957.6)
4. Public Employee Performance Evaluation: Superintendent (Government Code 54957)
5. Student Expulsion: (1-Student #2017-1) Pursuant to Education Code section 35146. The Education Code requires closed session in these cases to prevent disclosure of confidential student record information

D. RETURN TO OPEN SESSION
President Smith reconvened Open Session at 7:09 pm.

E. PLEDGE OF ALLEGIANCE
Trustee Ed McLaughlin led the Pledge of Allegiance.

F. REPORT OF ACTION TAKEN IN CLOSED SESSION: No action was taken.

G. ADJUSTMENTS TO ORDER OF AGENDA: Moving Action Item # 7 for first consideration.

H. ITEMS FROM THE PUBLIC: Todd Southam thanked the Board for putting the Ag Booster’s request for consolidated input regarding the future of Durham Unified School District Agriculture program.

I. DISTRICT REPORTS
   - Assistant Superintendent to Business and Operations, RJ Anderson
     Wrapping up for the end of the year; books close in August. Mr. Anderson also gave a summary of revenue resources and expenditures in the Ag Department.
• **Superintendent, Lloyd Webb**
The Measure X Bond RFQ has been re-posted for architects for the project.
The portables used by Ponderosa Elementary School are on site and leased thru December 2019.

• **Board of Trustees**
Trustee Horn – Would like to see the Parent Information Guide mailed earlier for parents.
Trustee Thorpe – Requested sports surveys for the 2018-2019 school year.

**J. CONSENT AGENDA** was approved.

Moved: Ed McLaughlin    Second: Kathy Horn    Vote: 4-0    Abstained: 0    Absent: 1

**K. INFORMATION ITEMS:**
Facility Use Fees – A list of current fees was shared.

**L. DISCUSSION/ACTION ITEMS:**
1. **Action:** Approve 2019 – 2020 Local Control Accountability Plan (LCAP).
   Moved: Kathy Horn    Second: Lance Smith    Vote: 4-0    Abstained: 0    Absent: 1

2. **Action:** Approve the Adoption of 2019-2020 Original Budget.
   Moved: Ed McLaughlin    Second: Kathy Horn    Vote: 4-0    Abstained: 0    Absent: 1

3. **Action:** Approve Reserve level requirements per Ed Code 42127.
   Moved: Ed McLaughlin    Second: Matthew Thorpe    Vote: 4-0    Abstained: 0    Absent: 1

4. **Action:** Approve DIS Student Plan for Student Achievement (SPSA).
   Moved: Kathy Horn    Second: Lance Smith    Vote: 4-0    Abstained: 0    Absent: 1

5. **Action:** Approve renewal of contract between Durham Unified School District and Dannis Woliver Kelley (DWK) for professional services through 2019-2020.
   Moved: Kathy Horn    Second: Lance Smith    Vote: 4-0    Abstained: 0    Absent: 1

6. **Action:** Approve Cafeteria meal price increase of Durham Unified School District all site meals by ten (10) cents.
   Moved: Kathy Horn    Second: Ed McLaughlin    Vote: 4-0    Abstained: 0    Absent: 1

7. **Action:** Consideration/Discussion to authorize two DUSD Board representatives to meet with Ag Boosters to garner input in regard to future plans for the Agriculture Department.
   Moved: Matthew Thorpe    Second: Kathy Horn    Vote: 4-0    Abstained: 0    Absent: 1

   Moved: Matthew Thorpe    Second: Kathy Horn    Vote: 4-0    Abstained: 0    Absent: 1

9. **Action:** Approve the Agriculture Career Technical Education Incentive Grant 2019-2020 Application and Wavier request.
   Moved: Kathy Horn    Second: Ed McLaughlin    Vote: 4-0    Abstained: 0    Absent: 1
M. ITEMS FROM THE BOARD OF TRUSTEES
   - Trustee Horn: Concerned about the pest problems in the Ag Department. Eye Flush system needs repair as well as the bathrooms.
   - Ed McLaughlin: Concerned about the condition of the District Office and employees that work there. Need Pest Control to give a report and follow up. Good time for clean up around school sites – like tree trimming and spraying weeds. Expressed the need for a walk around to help prioritize more efficient work. Made appointment to do that with RJ Anderson, Trustee Horn and Eric Kolstad, MOT Manager.
   - Matthew Thorpe: Asked if the District has a pest control company and yes there is.

N. RETURN TO CLOSED SESSION 7:57 p.m.

O. CLOSED SESSION

P. RETURN TO OPEN SESSION 8:40 p.m.

Q. REPORT OF ACTION TAKEN IN CLOSED SESSION None

R. NEXT BOARD MEETING DATE: August 21, 2019

S. ADJOURNMENT
   President Smith adjourned the meeting of the DUSD Board of Trustees at 8:41 p.m.

Notes:
*Agenda item documents are available for public inspection during regular business hours at the District Office.
**Handout will be provided at the board meeting.
If you require special accommodations to participate in the meeting, please advise Tina Blenn, District Secretary, 48 hours in advance at 895-4675 x227.
Checks Dated 07/01/2019 Through 07/31/2019

Check Number
Check Amount

<table>
<thead>
<tr>
<th>Check</th>
<th>Amount</th>
<th>Comment</th>
<th>Pay to the Order of</th>
<th>Professional Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Repay 12d

Board Report
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1072.95</td>
<td>miscellaneous</td>
<td>0.00</td>
</tr>
<tr>
<td>698.34</td>
<td>miscellaneous</td>
<td>0.00</td>
</tr>
<tr>
<td>68.84</td>
<td>miscellaneous</td>
<td>0.00</td>
</tr>
<tr>
<td>949.45</td>
<td>miscellaneous</td>
<td>0.00</td>
</tr>
<tr>
<td>3.723</td>
<td>miscellaneous</td>
<td>0.00</td>
</tr>
<tr>
<td>18.23</td>
<td>miscellaneous</td>
<td>0.00</td>
</tr>
<tr>
<td>235.84</td>
<td>miscellaneous</td>
<td>0.00</td>
</tr>
<tr>
<td>323.15</td>
<td>miscellaneous</td>
<td>0.00</td>
</tr>
<tr>
<td>217.62</td>
<td>miscellaneous</td>
<td>0.00</td>
</tr>
<tr>
<td>1005.71</td>
<td>miscellaneous</td>
<td>0.00</td>
</tr>
<tr>
<td>350.32</td>
<td>miscellaneous</td>
<td>0.00</td>
</tr>
<tr>
<td>350.08</td>
<td>miscellaneous</td>
<td>0.00</td>
</tr>
<tr>
<td>350.97</td>
<td>miscellaneous</td>
<td>0.00</td>
</tr>
<tr>
<td>350.14</td>
<td>miscellaneous</td>
<td>0.00</td>
</tr>
<tr>
<td>350.63</td>
<td>miscellaneous</td>
<td>0.00</td>
</tr>
<tr>
<td>351.47</td>
<td>miscellaneous</td>
<td>0.00</td>
</tr>
<tr>
<td>351.91</td>
<td>miscellaneous</td>
<td>0.00</td>
</tr>
<tr>
<td>351.26</td>
<td>miscellaneous</td>
<td>0.00</td>
</tr>
<tr>
<td>351.81</td>
<td>miscellaneous</td>
<td>0.00</td>
</tr>
<tr>
<td>351.84</td>
<td>miscellaneous</td>
<td>0.00</td>
</tr>
<tr>
<td>351.85</td>
<td>miscellaneous</td>
<td>0.00</td>
</tr>
<tr>
<td>351.30</td>
<td>miscellaneous</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**Check Details:**

- **Check Number:** 3005-151030
- **Pay to the Order of:** AWARDS CO
- **Date:** 07/18/2019
- **Amount:** 0.00
- **Payee:** AWARDS CO
- **Description:** miscellaneous

**Other Checks:**

- **Check Number:** 3005-151049
- **Pay to the Order of:** AWARDS CO
- **Date:** 07/18/2019
- **Amount:** 0.00
- **Payee:** AWARDS CO
- **Description:** miscellaneous

**Board Report**

- **Date:** 07/18/2019
- **Subject:** Miscellaneous
- **Amount:** 0.00

**RegPay12d**
<table>
<thead>
<tr>
<th>Fund Recap</th>
</tr>
</thead>
<tbody>
<tr>
<td>Check</td>
</tr>
<tr>
<td>167/292.98</td>
</tr>
<tr>
<td>5,500.00</td>
</tr>
<tr>
<td>1,348.28</td>
</tr>
<tr>
<td>159/292.94</td>
</tr>
</tbody>
</table>

Net (Check Amount) Less Unpaid Tax Liability

Total Number of Checks

Fund

Description

<table>
<thead>
<tr>
<th>Check</th>
<th>Expenditure Amount</th>
<th>Comment</th>
<th>Pay to the Order of</th>
</tr>
</thead>
<tbody>
<tr>
<td>167/292.98</td>
<td>76.86</td>
<td>76</td>
<td>Foundation Project Trust Fund</td>
</tr>
<tr>
<td>5,500.00</td>
<td>10</td>
<td>72</td>
<td>General Fund</td>
</tr>
<tr>
<td>1,348.28</td>
<td>3</td>
<td>72</td>
<td>General Fund</td>
</tr>
<tr>
<td>159/292.94</td>
<td>88</td>
<td>87</td>
<td>General Fund</td>
</tr>
</tbody>
</table>

Fund Recap

<table>
<thead>
<tr>
<th>Check</th>
<th>Expenditure Amount</th>
<th>Comment</th>
<th>Pay to the Order of</th>
</tr>
</thead>
<tbody>
<tr>
<td>167/292.98</td>
<td>76.86</td>
<td>76</td>
<td>Foundation Project Trust Fund</td>
</tr>
<tr>
<td>5,500.00</td>
<td>10</td>
<td>72</td>
<td>General Fund</td>
</tr>
<tr>
<td>1,348.28</td>
<td>3</td>
<td>72</td>
<td>General Fund</td>
</tr>
<tr>
<td>159/292.94</td>
<td>88</td>
<td>87</td>
<td>General Fund</td>
</tr>
<tr>
<td>Mission Statement</td>
<td>Page 3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The School and its setting</td>
<td>Page 3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attendance Policy</td>
<td>Page 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Academic Policies</td>
<td>Page 6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grading Procedures</td>
<td>Page 10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Requirements</td>
<td>Page 11</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Standards of Student Behavior</td>
<td>Page 12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rights and Responsibilities of Students and Parents</td>
<td>Page 12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trojan Code of Conduct</td>
<td>Page 13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dress Guidelines</td>
<td>Page 13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Library &amp; Computer Lab</td>
<td>Page 14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cell Phones</td>
<td>Page 14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Automobiles and Parking</td>
<td>Page 15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detentions</td>
<td>Page 15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Campus Information</td>
<td>Page 16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Information</td>
<td>Page 17</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Athletics</td>
<td>Page 17</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bulletin</td>
<td>Page 18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bus Transportation</td>
<td>Page 18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Career Center</td>
<td>Page 18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Change of Address</td>
<td>Page 18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Community/Vocational Education</td>
<td>Page 18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Corona</td>
<td>Page 18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Counseling</td>
<td>Page 18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dances</td>
<td>Page 19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Health Services</td>
<td>Page 19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance</td>
<td>Page 19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lockers</td>
<td>Page 19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pictures</td>
<td>Page 20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scholarship and Grants</td>
<td>Page 20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>School Resource Officer</td>
<td>Page 20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Table of Behaviors and Consequences</td>
<td>Page 20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SIGNATURE PAGE TO RETURN TO SCHOOL</td>
<td>Page 25</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
DURHAM HIGH SCHOOL
MISSION STATEMENT

TO PREPARE STUDENTS FOR INDEPENDENT, RESPONSIBLE,
SUCCESSFUL LIVES AFTER HIGH SCHOOL . . .

To foster self-worth, a love for lifelong learning and a commitment to global responsibility for all students, we at Durham High School will provide an environment and experiences that will encourage such individual to achieve full potential in these areas: physical health, emotional maturity and well-being, academic preparation, intellectual development, social responsibility, and ethical values.

THE SCHOOL & ITS SETTING

Durham High School is the only comprehensive high school within the Durham Unified School District. The school was established in 1921 and has a current enrollment of approximately 321 students in grades 9-12.

Durham High School is situated in the center of the almond industry of Butte County and is located approximately six (6) miles southeast of Chico, California. The school serves a population of around six thousand (6,000) people. While agriculture remains the chief occupation for the majority of residents, more and more of the population are finding employment in non-agriculture fields in adjoining communities.

Durham High School operates under well-defined board-adopted policies and regulations utilizing the California School Boards and National School Boards Associations' updates. There exists a strong tradition which is reflected in the areas of athletics and extracurricular activities.

The school emphasizes strong academic orientation with excellent community support.
Durham High School Attendance Policy

We are encouraging our parent and student community to become familiar with the mandated policies that govern attendance law (CA. Ed Code), support our obligation to comply and enforce attendance policy, and understand how adhering to our district attendance procedures will support our efforts to maintain a safe, supportive, and rigorous experience for each child in our care.

REPORTING ABSENCES

Each DHS student and parent is responsible for understanding and complying with the policy. Any questions about this policy should be directed to DHS Registrar/Attendance Secretary, at 530.895.4685 x221 or DHS Principal, at 530.895.4685 x224.

If your son or daughter is absent (or tardy beyond 30 minutes) from school, the parent or guardian is obligated to report the absence or tardy to the school site. (A tardy, 30 minutes or more, is an unexcused absence or a truancy as define in California Education Code). In order to ensure the safety of your child, we are asking parents and guardians to report all absences immediately - this will support our efforts in reporting timely and accurate information back to you regarding your child's whereabouts. All absences must be excused within 24 hours by calling our attendance line (895-4685 x 223) the morning of the absence or by written note. After 24 hours, all absences will be coded as unexcused. EACH consecutive day of absence must be called in and excused.

EXCUSED ABSENCES

1. Our attendance policy (in accordance with Ed. Code 48205) stipulates that absences or tardies can only be excused for the following reasons: personal illness; health department quarantine; medical, dental, optometric or chiropractic appointments; attendance at funeral services for an immediate family member; any court ordered appearance such as a subpoena, DMV appointment; exclusion for failure to present evidence of immunization; observance of a religious holiday; attendance at a SARB (Attendance Review) hearing.

2. Students who plan to leave campus for a medical or court appointment must follow proper procedures or risk being marked truant. Students are required to bring a note signed by a parent to the attendance office PRIOR to their start of the school day. A pass will be issued to the student's classroom before their leave time. They may then be signed out by the parent, someone on their emergency card or someone with written permission. Any student leaving campus must report to the office FIRST and again upon their return.

3. When a student has had 14 single period EXCUSED absences in a school year, any further absences for illness must be verified by a physician with a doctor's note or they will be unexcused. Note: a single period is one specific class period, for example, period 2.

4. Students attending DHS-sponsored activities, field trips, or sporting events are excused with the understanding that each student is making acceptable progress and is in good standing in the classes the student will miss. It's the student's responsibility to communicate with teachers, when able to, in advance of such an absence and plan for tests, projects, and assignments scheduled for that day. (The student is considered present and is held accountable for the information presented and the assignments due).

UNEXCUSED ABSENCES

1. Any absence or tardy, for any reason other than those listed above in #1 under Excused Absences, is considered unexcused. An excused absence that is not properly reported (or verified by a doctor's note if needed) within 24 hours will be considered unexcused. A parent phone call...
"excusing" an absence that does not meet the definition of excused by the State of California will be coded unexcused.

2. Unexcused Absences/Truancy: Education Code Section 48260 states "Any pupil subject to full time education who is absent from school without a valid excuse three (3) days or tardy without a valid excuse in excess of 30 minutes on each of more than three (3) days in any one school year is a truant and shall be reported to the attendance supervisor or the superintendent of the district." After the first "truant event" each unexcused absence becomes an additional truancy. Three documented truancies deem a student as an "habitual truant" while four truancies are classified as "chronic." Parent, student and administrative meetings become mandatory with interventions offered by the district before a student is referred to the SAR8 or School Attendance Review Board with Butte County.

- This classification and referral helps emphasize the importance of school attendance and is intended to minimize interference with instruction.

- If student attendance drops below 92% (if more than 8% of the current semester has been absences), the student may lose the opportunity to participate in all extracurricular activities (athletics, drama, yearbook, band, band performances, dances, FFA activities, any senior activities etc.), and may lose his or her work permit. (This all depends on circumstance). If those absences are unexcused it would become a reality that the student could not participate in extra or co-curricular events.

SATURDAY/EVENING SCHOOL

Students with 7 or more UNEXCUSED class period absences may be assigned Saturday/Evening School to make up the time. Each class period of absence counts as one unexcused period absence; for example, if the student misses a single period, unexcused seven times, that is equivalent to one day of an unexcused absence. The student would have to make up the unexcused "day" even though it is multiples of the same single period. (Say first period). The attendance record begins on the first day of school, and continues until the last day of school (i.e., there is no "clean slate" at the semester break).

1. If assigned, Saturday/Evening School attendance is MANDATORY. If the student has a compelling need to reschedule, he/she must speak with Administration, prior to the scheduled date, to arrange a different date. Not showing up for Saturday/Evening School may affect the student's ability to participate in sports, activities or other school events.

2. Students assigned to Saturday/Evening School will be issued a contract (signed by students and parent/guardian and turned in at Saturday/Evening School) and must plan and bring four hours of school work to be completed.

3. Saturday School is held monthly, on the DHS campus from 8 a.m. to 12 p.m. and is proctored by DHS teachers.

4. Evening School may be held monthly, on the DHS campus on the last Monday of each month from 3:30 p.m. to 5:30 p.m. (tentative)

5. Saturday/Evening School may be assigned as a consequence for behavior in accordance with the District's Discipline Action Guide.

6. Students can voluntarily sign up for Saturday School to clear a planned absence not excusable under Ed. Code (see #1 above), but approved by administration.
INDEPENDENT STUDY CONTRACTS

Students who will miss five or more consecutive days for reasons other than illness may complete Independent Study Request in lieu of attending school, with the approval of DHS Administration. The parent must submit a request via an Independent Study Contract, which can be picked up in the DHS office. All contracts must be submitted to the attendance clerk at least 5 days prior to your trip and must be first approved by the Principal based on your current attendance record. Student work must be turned in to teachers immediately upon returning to school. Failure to return your assigned homework on time will result in unexcused absences and a need to attend Saturday school. (Those absences become truancies).

TARDY POLICY

Tardiness may be defined somewhat differently by each teacher but minimally, students have to be inside the doorway prior to the tardy bell ringing. Teachers will assign detention for tardiness which will be held after school rather than during lunch. On repeated excessive documented tardiness, the student shall be referred to the office for disciplinary action, which may include after school make-up time, Saturday school or in-house suspension dependent upon the frequency and prior action. Remember that after 30 minutes of “tardiness” the student is considered absent and will be marked as unexcused and truant.

Parents will be notified of cumulative tardies of six or more, which will result in a mandatory student/parent/administration meeting for an intervention and an additional disciplinary consequence.

Note: Persistent tardies shall result in further disciplinary action.

ACADEMIC POLICIES

ACADEMIC INTEGRITY POLICY

The academic standards of Durham High School are designed to promote a quality education through honesty, ownership, and self-respect in all aspects of schoolwork. The pursuit of academic integrity involves all members of the Durham High School Community in the learning process. Academic integrity is essential to achieving our academic standards, while academic dishonesty interferes with academic success. Factors that contribute to academic dishonesty include but limited to:

- pressure for grades
- inadequate time to complete assignments
- unrealistic parent expectations
- inefficient study skills

In any of its forms for whatever reasons, academic dishonesty denies the value of education. Our teaching staff strives to put the importance of learning above the importance of grades and to convince students that their best efforts are all that anyone should expect.

What is Academic Integrity?

Academic integrity means valuing:

- personal truthfulness
- intellectual honesty
- learning and education
- respecting intellectual property (crediting other’s ideas)
What is Academic Dishonesty?

Academic dishonesty includes, but is not limited to:

- Allowing a student to look at your or another’s work during an examination or quiz or to complete a homework assignment.
- Looking at someone else’s work during an examination or quiz or to complete a homework assignment as you own.
- Taking shortcuts to bypass the steps to complete an assignment or assessment (e.g. reading Spark or Cliff notes rather than the actual text, locating answers without doing computations, etc.). Using any kind of "unauthorized notes".
- Using materials to “help” during an exam without approval, such as “cheat” notes, cell phones, or calculators.
- Sharing or asking about questions or answers to quizzes or exams.
- Altering corrections or grades with the intent of modifying grades.
- Misrepresenting yourself in any way to your teachers in regard to the work you have done (e.g. saying you have turned in an assignment when you did not, or that you worked hours longer than you did to complete an assignment).
- Doing more or less than your share on a group project without teacher approval.
- Missing class in order to avoid turning in an assignment or taking a test.
- Fabricating or altering laboratory data.
- Copying, paraphrasing sentences, phrases or passages, including images without citing the source.
- Doing work for another student.
- Using work completed by siblings.

The teacher’s professional judgment will determine whether cheating has occurred. Students are reminded not to give the instructor cause to consider their actions to be in violation of our academic integrity policy.

Procedures and Consequences

Whenever a student has been found to have violated the Academic Integrity Policy, the teacher will:

- Investigate the issue.
- Conference with the student and their parents/guardians.
- Document the incident.
- Give the student a zero on the assignment.
- Teachers, at their own discretion, may offer a possible opportunity to redo the assignment or complete an alternative assignment.

Consequences for cheating are severe. These are school-wide and cumulative for all the years you attend Durham High School, this will be progressive discipline based upon each incident. The professional discretion of teachers and administrators will be used should a violation be determined. Consequences will be based upon the degree in which the policy was violated.

Range of Consequences:

- Conference with the student and their parents/guardians.
- Student will receive a zero on the assignment.
- Student’s grade will be lowered one letter grade.
- All of the student’s teachers will be notified.
- Extracurricular and sport coaches will be notified.
- Students will be denied a letter of recommendation from teachers.
- Detention, Saturday School and Out of School Suspension may be assigned, and potentially a recommendation for expulsion depending upon the severity of the situation.
- Student may be excluded from athletics and extracurricular activities; including removal from ASB office and disqualification from California Scholastic Federation.

Academic Integrity is a shared responsibility amongst the school, the student and the parent.
COURSE ENROLLMENT EXPECTATIONS

The faculty and administration at Durham High School expect all students to enroll in seven or more courses during each year of high school. Institutions of higher learning report a direct correlation between academic success at the university and the maintenance of a rigorous course of study during the senior year in high school. Because most colleges and universities are increasing their admissions requirements, and leaders of business and industry are concerned about the academic preparation of those people entering the workforce, Seniors who opt for a less demanding senior year may expect this could be reflected in letters of recommendation.

DUAL ENROLLMENT

Dual Enrollment is a partnership with Southern Oregon University and Butte College designed to help students obtain a head start on college and personal enrichment opportunities. It differs slightly from Concurrent Enrollment, which is high school students participating in a college program at the same time but on the college campus. Concurrent Enrollment has to be pre-approved and generally sits outside the Durham High School general hours of operation. Please talk with the high school counselor to see which Dual Enrollment courses are offered on our campus.

We at Durham High School pride ourselves on offering diverse and rigorous course listings. Despite this goal, we are aware that specialized interests may arise that we are unable to meet. It is for this reason that we encourage students to take advantage of the higher education institutions available in our area for supplemental or more specialized instruction. Prior authorization from counseling and administration are necessary to ensure adequate progress toward graduation. It is important to note that the rigor and pace of collegiate work is greater than that of high school. California Education Code mandates that students take high school courses as they are regulated by the California Department of Education and only under extenuating circumstances are college courses substituted.

ALTERNATIVE EDUCATIONAL LISTINGS AND OPPORTUNITIES

We at Durham High School pride ourselves on offering diverse and rigorous course listings. Despite this goal, we are aware that specialized interests may arise that we are unable to meet. It is for this reason that we encourage students to take advantage of the higher education institutions available in our area for supplemental or more specialized instruction. Prior authorization from counseling and administration are necessary to ensure adequate progress toward graduation. It is important to note that the rigor and pace of collegiate work is greater than that of high school. It is not the intent of the school or the staff to have students substitute classes offered at Durham High School with those offered at these alternative institutions. Courses taken at other institutions do not count toward your GPA at Durham.

PREREQUISITES

Students should check carefully to see that they have taken the proper prerequisites for courses and have earned the necessary grades. Where a course prerequisite indicates permission, the student should seek approval to take the course from the respective department chairperson or his/her designee.

ADDITION OF COURSES

A student may enter a semester class for credit no later than the last day of the second week of the semester. Exceptions: A student may enter a course in the same subject area upon teacher approval. (Example: from Integrated 1 to Core Curriculum 3.)

Open entry classes (Example: Community Vocational Education, Special Education.)
CHANGING OR DROPPING A CLASS:

Durham High School expects that students will discuss course selection with parents and school personnel prior to registration for classes. Class changes cause major disruption to classroom instruction and student learning.

There are very few instances when a class change will be allowed. Changes are made for processing errors, improper placement, or to meet a graduation requirement.

BOARD POLICY AR 5121 (C) - Withdrawal from Classes
A student who drops a course during the first six weeks of the grading period may do so without any entry on his/her permanent record card. A student who drops a course after the first six weeks of the grading period shall receive an F grade on his/her permanent record, unless otherwise decided by the principal or designee because of extenuating circumstances.

GRANTING CREDIT WHEN CLASS CHANGES ARE MADE:
1. A student will NOT receive a grade or credit when dropping a standard credit class before the drop with F deadline.
2. A student will NOT receive a grade or credit when dropping a standard credit class too late to meet the minimum proficiency standards for the entire course.
3. If a student transfers from a standard credit class to another standard credit class within the same department, the student will be eligible to receive full credit for the semester. The leaving teacher will notify the receiving teacher of the transfer grade and the receiving teacher will then be responsible for averaging the two grades for the final grade and semester credit. The course title will be for the class the student is in at the end of the grading period.
4. Students who enroll in school late or withdraw early, including early graduation, and cannot reasonably be expected to meet all objectives in a standard credit class may make arrangements with individual teachers to meet only those objectives which are to be covered in the class during their enrollment in school. The student must be in the class for a minimum of ten days to receive any grade or credit.

STUDENT INITIATED CLASS CHANGES:
A student will use the following procedures when requesting a class change:
1. The student must initiate the class change by picking up a "Petition for Class Change" form in the counseling office or library. The student must have a parent and the involved teachers sign the form to show their approval of the request. If the leaving teacher is unwilling to approve the change, the teacher or parent should initiate a parent/teacher conference.
2. After the petition has been completed the student must make an appointment with his/her counselor to complete the change.

REPEATING COURSES
A. Courses in Career Technical Education, Art, Band, Physical Education, and specialized programs such as Yearbook, may be repeated for credit with the approval of the department chairperson, counselor, and/or administrator of the area.

B. A college prep course may be repeated, if a student received a D or F, to improve their grade. A course can be repeated but not for additional credit.
PROGRAM CHANGES
The current policy for program changes is as follows:
A. Inappropriate class placement (not meeting prerequisites, meeting graduation or college entrance requirements).
B. Changes will not be made based on teacher preference.
C. Administrative change.

GRADING PROCEDURES

GRADING OPTIONS:
All courses at DHS are graded on an A to D- scale for the earning of credits. The grade of F receives no credit. If a student is taking the course as part of a college prep program, a D or F will not be deemed eligible for colleges.

PASS/FAIL COURSES
A student receives a grade of Pass (P) by meeting the minimum standards established by the teacher. A Pass evaluation is computed as a C in the student grade point average. If the student does not meet the teacher’s minimum requirements for the course, he/she receives a Failure (F). A Failure results in 0 grade points and is part of the Grade Point Average (GPA) Calculation.

INCOMPLETE GRADE (I)
A grade of incomplete is given by a teacher only when a student misses a final examination or does not turn in compulsory work due to illness or a reason beyond the student’s control. The student must complete the course work to remove the incomplete within a period of time that equals the duration of the absence and during the nine-week period that follows that absence. If the course work is not completed in the allotted time during the nine weeks after which it is assigned, it is converted to a Failure.

PROCEDURE:
Student/parent should contact the teacher who assigned the incomplete for assignments necessary to complete the work. For extremely long periods of illness, a separate plan will be developed between the student/parent and the school.

FAILURE (F)
F grades assigned at the semester (or quarter for athletic eligibility) are placed on the performance transcript. The F grade carries 0 grade points in computing a grade point average.

REPORTING PERIODS
Progress reports are issued at the mid-point of each nine-week period. They are designed to communicate with the parents regarding student progress. Parents will also be contacted either for a conference or by written report whenever it becomes evident to the teacher that the pupil is in danger of failing a course, therefore giving the parents the opportunity to influence their student’s progress.

Quarter Grade reports (mid-term) are issued at the end of the ninth week of each semester. These progress grades show the student current status in the class. Teachers submit mid-term grades and copies of these reports are sent to the parents.

Semester Grade Reports: Final grades are issued twice a year, at the end of each semester of school. These grades are recorded on the official transcript record.

GRADE CORRECTION POLICY
When grades are given for any course, the grade given to each student shall be the grade determined by the teacher of the course. The determination of the student’s grade by the teacher, in the absence of error, shall be final. The teacher of the course shall correct teacher errors or date entry errors in question.
GRADE POINT AVERAGE
Grade Point Average (GPA) is the term that is used to indicate the student's average grade.

Principal's Honor Roll: The Principal's Honor Roll is designed to honor those Durham High School students who, at the end of each semester, have earned 3.5 or above grade point average and are enrolled in five courses.

Academic Honor Block: A student must maintain a 3.5 grade point average for two consecutive semesters. All subsequent qualifying semesters will entitle a student to an academic patch.

Cal State Campuses: All college prep courses from grades 10 through 11 are used. Grades in up to eight AP, Transferable Dual Enrollment or designated honors courses are given extra weight: A=5 points, B=4 points, C=3 points. These courses are indicated in the course description book by a "*" symbol.

U.C. Campuses: The only grades used by U.C. are those grades in classes used to make up the pattern required for admission from grades 10 through 11. Grades in up to eight AP, Transferable Dual Enrollment or designated honors courses taken in the last two years of high school are given extra weight: A=5 points, B=4 points, C=3 points.

GRADUATION REQUIREMENTS

ATTENDANCE REQUIREMENTS:
Four years of attendance at a senior high school or its equivalent. Exceptions must be planned and approved by the principal.

CITIZENSHIP:
A student must be in good standing at the close of the senior year to enjoy the privilege of "walking" at graduation.

SUBJECT AND UNIT REQUIREMENTS: 230 TOTAL UNITS

<table>
<thead>
<tr>
<th>4 years</th>
<th>30 semester credits of English</th>
<th>½ year</th>
<th>5 semester credits of Civics</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 years</td>
<td>30 semester credits of Math.</td>
<td>½ year</td>
<td>5 semester credits of Economics</td>
</tr>
<tr>
<td>3 years</td>
<td>30 semester credits of Science</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>10 Life Science</td>
<td></td>
<td>20 semester credits of Physical Education; the second year's credits can be waived according to Board Policy, however those 10 credits need to be completed with an alternate elective course.</td>
</tr>
<tr>
<td></td>
<td>10 Physical Science</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>10 Additional Science*</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Geoscience preferred)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>*Students need to take Geoscience, or a course that concentrates in earth and space science.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 year</td>
<td>10 semester credits of World History</td>
<td>1 year</td>
<td>5 semester credits of Health</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>5 semester credits of Career Exploration or equivalent</td>
</tr>
<tr>
<td>1 year</td>
<td>10 semester credits of U.S. History</td>
<td></td>
<td>60 semester credits of Electives</td>
</tr>
<tr>
<td>1 year</td>
<td>10 semester credits of Foreign Language or Fine Arts, CTE may be acceptable</td>
<td></td>
<td></td>
</tr>
<tr>
<td>230</td>
<td>Total units required</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

In order to participate in the Durham Unified School District graduation ceremony and receive a high school diploma, a student must have completed all graduation requirements prior to the ceremony and be a student in good standing regarding citizenship.

**POLICY FOR DETERMINATION OF VALEDICTORIAN AND SALUTATORIAN**

1. The academic grade point average (GPA) is calculated using the first 7 semesters of grades from courses taken at Durham High School.
2. On-line courses and college courses not taken on our campus cannot be used in this calculation. Physical Education, Cross-Tutoring, and TA classes are excluded in the calculation process.
3. The GPA is calculated on a 4-point basis. All Advanced Placement, Transferable Dual Enrollment and Honors courses in grades 10 through 12 (C or better) will receive a "weighted grade."
4. Only students who have been enrolled at Durham High School for their last two years of high school are eligible.
5. The highest grade point average (GPA) ranked senior will be selected as the Valedictorian, unless there is a tie, in which case multiple students will be recognized as the class Valedictorian. The class Salutatorian will be the senior with the next highest grade point average (GPA), unless there is a tie, in which case multiple students will be recognized as the class Salutatorian.

**CALCULATION OF A WEIGHTED GPA:**

1. The academic grade point average (GPA) is calculated using a student’s first 7 semesters of academic grades completed on campus.
2. Physical Education and all “assistant” classes are excluded in the calculation of the academic grade point average (GPA).
3. The grade point average (GPA) is calculated on a 4-point basis. All Advanced Placement, Transferable Dual Enrollment and Honors courses in grades 11 and 12 (C or better) will receive a “weighted grade.”

**STANDARDS OF STUDENT BEHAVIOR**

**Achievement**
Strive to achieve the most from school life. Participate actively in the educational process.

**Citizenship**

**RIGHTS & RESPONSIBILITIES OF THE STUDENT & PARENT**

**Student Rights**
The U.S. Constitution and California State laws protect student’s rights to a safe learning environment.

“All students and staff of public, elementary, intermediate, and high schools have the inalienable right to attend campuses which are safe, secure and peaceful.”

**Student Responsibilities**
1. Be respectful of others on campus, teachers, administration, staff members, and peers.
2. Follow school, classroom and district rules.
4. Be an active participant and learner.
5. Take responsibility for your own education; completing work on time.
Parent Rights
Parents have the right to information regarding their children’s achievement, behavior and attendance.
Parents have the right to expect an appropriate education for their children in a safe environment.

Parent Responsibilities
1. Accept the rights of the school and the Board of Education to maintain standards of behavior for all students.
2. Review District Discipline Guidelines and school rules with students to make sure they understand school expectations.
3. Get students to school daily and on time.
4. Provide necessary study materials.
5. Provide a suitable situation for study at home.

TROJAN CODE OF CONDUCT
Teachers are encouraged to contact parents for violation of classroom rules prior to the initiation of first referral.

Behavior and Consequences - see grid at back of booklet. Durham High School follows California Education Code.

Suspensions: Make up work will be provided to students who are on suspension.

Due Process
Students in public education have an obligation to conform their behavior to acceptable standards. Durham High School's code of behavior clearly states these standards, and the consequences of breaking these standards. Failure to comply with these standards could result in suspension. When a student reaches this stage, the school must afford the student certain due process rights, including notice of the charges and the opportunity to be heard.

In order to ensure that the students of Durham High School are given due process, we do the following things when any consideration is given to suspension of a student:

1. We provide the opportunity for all students and parents to know the rules and regulations and the consequences of breaking these rules and regulations.
2. We inform the student of the infraction that we are investigating.
3. We allow the student to see all the records that are made and provide him/her a copy if one is desired with the exception of video surveillance footage.
4. The student is provided an opportunity to confer with an administrator and to tell his/her version of what occurred.
5. The student is informed of the next steps of the discipline process and consequences of further violations.
6. The parents/guardians are notified each time that a suspension takes place.

DRESS GUIDELINES
Durham High School staff is dedicated to teaching students to dress appropriately for the school environment.

The following guidelines shall apply to all regular school activities:
1. Shoes or sandals must be worn at all times on campus.

2. Clothing and jewelry shall be free of writing, pictures, or any other insignia which are vulgar, sexually suggestive, gang-related or which advocate sexism, racial, ethnic or religious prejudice, or the use of drugs or alcohol.
3. Hats, caps or other head coverings, including hoodies, shall not be worn during class time or in the library. Hats can be worn in ag and shop classes.
4. Clothes must cover undergarments and appropriately cover the midsection, at all times. (length of shorts and width of spaghetti straps must appropriate to the educational setting).

Corrective actions may include:
1. Changing into appropriate clothing
2. A lunch detention
3. A conference with parents
4. Saturday School

Coaches and teachers may impose more stringent dress requirements for certain extracurricular activities due to safety concerns, a field trip or an athletic event. Examples include:
1. Closed toe shoes must be worn in lab classes.
2. Students must wear long pants and closed toe shoes in the welding shops.
3. Coaches may ask athletes to wear nice dress clothes or team attire on game days.

The Principal at each school may establish reasonable dress and grooming regulations for times when students are engaged in extracurricular or other special school activities.

LIBRARY & COMPUTER LABS EXPECTATIONS

The purpose of the Library/Computer is to provide students with materials to complete homework, research, and recreational reading. Use of the Library carries with it some responsibilities. Besides the rule of good manners, students are asked to:

- Use of the library, career center and computer labs is a privilege
- Do not move furniture
- No food or drinks in any computer lab
- Keep backpacks and personal items out of aisles
- Follow appropriate internet use expectations and signed agreement.
- During class times, students must be working constructively on the computers (proper “surfing” —not jokes, game information, celebrity information, etc.)
- Playing or downloading of games is prohibited at all times
- Personal laptop or other portable computers may not be connected to lab computers without prior approval of the Staff Member in charge of the lab, Library Tech or Career Advisor

Students failing to honor these rules will be warned and repeated violations will result in the loss of library/computer lab privileges and further disciplinary action by the administration.

CELL PHONES

Cell phones may be used on campus before school, between classes, at lunch, and after school. Cell phones are not allowed at any time to be used in any classroom without explicit teacher permission. They must be placed in a backpack, purse, etc. upon entering the classroom and kept under the student’s desk. Students found using cell phones in classrooms may be assigned one detention and will have the phone confiscated (even if you are just checking the time). A parent/guardian will need to come to school, sign for and pick it up in the main office. Students are not to be on their cell phone in the main office unless office personnel have granted permission.
Consequences are cumulative and may include:
- Detention
- Phone Confiscated
- Parent/Guardian sign for and pick up
- Losing cell phone privileges

**AUTOMOBILES AND PARKING**

All students are reminded that it is a *privilege* to park in the school parking lot, not a right! The following guidelines will be strictly enforced. Privileges may be revoked at any time. Please remember we are a small campus, combined with our Intermediate and elementary schools, small and younger children can easily dart into traffic and not be seen. DRIVE RESPONSIBLY. All students must display a parking permit daily, hanging from the rearview mirror in all registered vehicles. Vehicles not displaying a parking permit may be towed at the owner's expense. Students can obtain a parking permit in the office during school hours or during registration night in August.

1. Parking Permit form must be completed, and the student or parent/guardian the registered owner of the vehicle.
2. There are 36 parking spots for Seniors to purchase, sold during the first two weeks of school.
3. Speed limit is 15 mph.
4. You must **STOP** at all **STOP** signs, regardless of traffic.
5. You may park in the student area only.
6. You must be parked appropriately in a marked parking spot.
7. Motorcycles/Scooters must park in regular parking spots and have a permit to park as well.
8. All motorized vehicles must have a state issued license to park on campus.
9. Loitering is not allowed in the parking lot during school hours (between classes, break and lunch).
10. Vehicle(s) must be annually registered in the office. (We’ll need a copy of the student’s driver’s license and proof of insurance for liability purposes.)
11. If parking privileges are revoked student must find off campus parking.
12. No loud music played from cars during lunch hour, no offensive lyrics anytime!

**If at any time a student is observed driving recklessly on campus, driving privileges may be suspended or revoked. This will be enforced not only during regular school hours, but also during extracurricular activities.**

Violations of driving & parking policy:
- Citations may be issued by our School Resource Officer
- "Fix it" ticket
- Detention
- No driving/parking on campus for 2 weeks
- No driving/parking on campus remainder of school year

**DETENTION**

Assigned detentions by staff members will be administered and assigned to students. Failure to attend assigned detention may result in Saturday School. (Detentions are either 30 minutes or one hour after school).

Detentions assigned in classroom by teachers will have the same consequences and will be logged into Power School’s log entries.

If the scheduled time presents a conflict for the student, he/she must reschedule prior to the assigned time.

*Durham High School 2019-2020 Student Handbook*
Detention/Incident = teachers will assign a number of detentions per incident i.e., 1, 2, 3. That will be the number of detentions the student will serve for the teacher. Detentions assigned by the office administration will follow a “progressive nature” dependent on the infraction and the severity of the offense.

CAMPUS INFORMATION

OPEN CAMPUS

The governing board of the Durham Unified School District, pursuant to Section 44808.5 of the Education Code, has decided to permit the pupils enrolled at Durham High School to leave the school grounds during the lunch period.

Section 44808.5 of the Education Code further states:

“Neither the school district nor any officer or employee thereof shall be liable for the conduct nor safety of any pupil during such time as the pupil has left the school grounds pursuant to this section.” However, the actions of students off campus during school hours, including lunch, could result in disciplinary actions.

Administration has the right to revoke open campus lunch for disciplinary reasons.

If you need to leave campus for any reason, you must first check out in the office. If you leave campus for lunch and do not return to school, you must call the office and inform them of your whereabouts and reason for not returning. Failure to do so will be marked as an unexcused absence and could result in truancy.

California Education Code deems students as attending school on the way to and from their home to school so school rules are in effect.

If you choose to leave campus, you are reminded not to cross the field between the High School and Intermediate School. You are to use sidewalks that skirt the perimeter. Please respect their boundary as our bell schedules do not match and we would be disrupting class.

VISITORS

Durham High encourages parents to visit the campus. However visitors must sign-in at the front office and prior arrangements must be made if attending a class while in session. Visitors are always expected to be respectful of our school processes, students and staff. Durham High School does not allow student visitors.

SAFETY AND RESPECT

In accordance with safety and liability guidelines, no skateboards, bikes, roller-blades or scooters are allowed to be operated on any Durham Unified School District site.

Show pride in your school by keeping the grounds and buildings free of litter. Students are expected to clean up their area after break and lunch. It is not the custodian’s responsibility to clean up trays, milk cartons, etc. It is possible that the privilege of break could be taken away. Students that are observed littering, throwing food, defacing school property, etc. face disciplinary action from the school administration. This may include, but is not limited to, work details with the custodians, as well as suspension.
GENERAL INFORMATION

ATHLETICS (please refer to the Athletic Handbook)

Durham High School offers an extensive athletic program for its students. To participate in athletics, all students must:

1. Maintain at least a 2.0 GPA and be passing all classes with NO F's. (Refer to Athletic Handbook for Academic Probation)
2. Have a physical exam within the school year and proof of the start of the season.
3. Student and Parent/Guardian are required to attend Athlete Committed-Code Night to be eligible.
4. Have parental consent.
5. Have read and signed the Athletic Code.
6. Completed and submitted the Assumption of Risk Form.
7. Have proof on file in the office of medical insurance.
8. Purchase ASB card.
9. Turn in Sudden Cardiac Arrest Form
10. Turn in Concussion Form

Students who transfer from one high school to another during their four years of schooling may have eligibility problems concerning athletics. The California Interscholastic Federation (CIF), the governing body of high school sports, passed statewide transfer rules, effective July 1, 2007, which limit students to a one-time transfer without a valid change of residence. Parents and students should contact the athletic administrator and/or athletic director before assuming that the student is automatically eligible to participate.

Durham High School normally offers the following sports:

Fall: Co-ed Cheer, Boys' and Girls' Cross Country, Football, Boys' and Girls' Swimming, Volleyball
Winter: Boys' Basketball, Girls' Basketball, Co-Ed Cheer, Boys' Soccer, Girls' Soccer, Boys' and Girls' Wrestling
Spring: Baseball, Co-Ed Cheer, Boys' and Girls' Golf, Softball, Boys' and Girls' Track,

NORTHERN SECTION CALIFORNIA INTERSCHOLASTIC FEDERATION (NSCIF)

We participate in the American Conference of the Northern Section CIF on three different leagues: Sacramento Valley, Mid-Valley and Butte Valley. Leagues are realigned every two years.

“Doing What’s Right” – NSCIF Sportsmanship

Parents & Fans

In order for sport to serve a purpose in the educational system, students must obtain positive educational benefits from athletics such as: responsibility, self-discipline, sportsmanship, teamwork, work ethic, integrity, and personal sacrifice for the good of others.

What You Can Do:

- Realize that a ticket is a privilege to observe a contest and support high school activities, not a license to verbally assault others or be obnoxious.
- Respect the decisions made by the contest officials.
- Be an exemplary role model by positively supporting teams in every manner possible, including the content of cheers and signs. All signs must be pre-approved by school administration or designee.
- Respect the fans, coaches and participants from opposing schools.

What You Can’t Do:

- Negative cheers/chants
- Negative signs
- Body Painting
BULLETIN

The daily bulletin is available during your third period class and on PowerSchool and provides up to date information regarding school activities. A copy of the bulletin is placed in the hallway, in the office and in the library. If you have an item that you would like to appear in the bulletin, you must fill out a form and have it in the office before 1:30 p.m., the day before you want it to appear. The Principal or designee must approve all items prior to publication.

BUS TRANSPORTATION

State law closely regulates bus transportation. Students are reminded that they are under the authority of the driver and/or faculty member in charge. It is a PRIVILEGE, not a right, to ride on a school bus. The following is a list of rules that must be observed.

1. Do not throw objects in or out of the bus.
2. Do not use profanity or vulgarity.
3. Do not use boisterous conduct.
4. Do not leave your seat while the bus is in motion.
5. No eating, drinking or chewing gum.

The above list is by no means comprehensive in nature. These are to be used as a guide only. If a problem arises, the driver will notify the administration of the violation. This could result in the loss of bus riding privileges and additional disciplinary action.

CAREER CENTER

The Career Center is located in the Library. Your Career Center is extremely comprehensive in nature and is an excellent way to help you discover or investigate your future career choices. Computer programs can assist you in making decisions regarding your future.

CHANGE OF ADDRESS

Students needing to change an address or phone number should report to the Attendance Secretary in the front office.

COMMUNITY VOCATIONAL EDUCATION

Juniors and Seniors are eligible to earn credits for working part-time jobs. If you are interested in this program, you may sign up to speak with the school counselor. He/She will provide you with the details regarding the number of credits you may earn as well as help you prepare the appropriate paperwork.

CORONA

The CORONA is the school yearbook. Pictures will be taken throughout the school year for various activities. The cost of the yearbook will be announced when school starts. There is a deadline for ordering. If you miss the deadline, you may not get a book, so listen carefully for this announcement.

COUNSELING

Counseling services are available for every student in school. These services include assistance with educational planning, interpretation of test scores, occupational information, career information, study help, help with home, school and/or social concerns, or any questions the student may feel he/she would like to discuss with the counselor. These discussions are confidential.
To make an appointment to see the counselor please sign up in the main office with Mrs. Mathiesen. At the earliest possible time, the counselor will send for you.

DANCES

The school recognizes the fact that dances play a very important role in our school culture. In order to keep a positive tone; several guidelines have been established that must clearly be followed. All Durham dances begin at 8:00 p.m. and end at 11:30 p.m., unless advertised differently.

1. Students must be properly groomed and attired and follow all school rules. (This includes appropriate styles of dancing.)
2. Students may be subject to breathalyzing and inspection of purses, coats, gym bags, etc. No outside containers are allowed.
3. No one will be admitted to the dance unless that person is currently enrolled at Durham High School or is an authorized guest. No Junior High students will be allowed as guests.
4. If students wish to bring a guest, they must get a guest pass from the office at least one week prior to the dance, and submit the completed form including all signatures, at least one day before the dance. Students are allowed one guest pass per student unless authorized by the administration.
5. After leaving the dance, students will not be allowed to return except under circumstances of obvious necessity, at which time permission must be granted by the teacher in charge.
6. Anyone observed under the influence of alcohol or drugs will be disciplined accordingly. Parents and/or Sheriff will be contacted and be asked to come and pick you up.
7. A student must have been in attendance for 92% or more of the school days preceding the event for all class periods in order to be eligible to attend a dance.
8. Students with outstanding discipline issues (detention, suspension, etc) will not be allowed to attend dances.

HEALTH SERVICES

A school nurse will be available on a limited basis. If a student is required to take prescription medication during the school day, written permission must be on file in the office. It should be noted that aspirin or aspirin products will not be dispensed by school staff.

INSURANCE

The district does not carry insurance for accidents or injuries that might occur to individual students. For a nominal fee, parents may purchase limited accident insurance which pays medical and hospital benefits for pupils injured while under the supervision of the school. Students who participate in after school sports programs must be covered by insurance.

LOCKERS

Students will be assigned a locker for books and school supplies, and a P.E. locker. Students are NOT to give out their locker combinations to anyone. The use of lockers is a privilege, so please take care of them. The loss of personal property is not the responsibility of the school. During PE and throughout the day, students are encouraged to lock their possessions in their assigned locker. DO NOT LEAVE it out in the locker rooms or under assigned lockers. Lockers will be assigned the first week of school.
Individual and group pictures are taken each year. Packets of color prints will be available for purchase. Dates and prices will be announced in the fall.

SCHOLARSHIPS AND GRANTS

Numerous scholarships are awarded to graduating seniors. Seniors are encouraged to complete our Common Scholarship Application. This form is available in the Career Center. This must be filled out in detail and returned by the deadline if you would like to be considered for one of these awards. Scholarship and grant information is announced on a regular basis in the school bulletin and posted on the bulletin board and the Career Center.

WITHDRAWAL FROM SCHOOL

Students must have the withdrawal form completed by their parents giving the date of withdrawal and where they are moving. Students should report to the Attendance Secretary before school on the day of withdrawal for the necessary forms. All books must be checked in and all accounts cleared before the student can withdraw. If a student leaves owing textbooks or fees, records and transcripts will be held at Durham High School.

SCHOOL RESOURCE OFFICER

Durham High School has a school resource officer granted to our district high school through a grant from Butte County Office of Education. The Deputy will be on site throughout the week and during sporting events for our increased safety. He will also be available for assistance with enforcement of our tobacco, alcohol, and vape policies within our district as well as all other law enforcement codes. We welcome our School Resource Officer and look forward to our partnership with the Butte County Sheriff’s Office.

Behavior and Consequences

****Repeated offenses may result in expulsion****

<table>
<thead>
<tr>
<th>Misconduct</th>
<th>Minimum</th>
<th>Maximum</th>
<th>Repeated Offense*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic Honesty</td>
<td>Conference and loss of grade; receives a zero on the assignment or test</td>
<td>Suspension, Expulsion Possible removal from class</td>
<td>Progressive, Cumulative</td>
</tr>
<tr>
<td>Alcohol/Drug Sales Providing and/or sales, offer to sell, sell, or attempt to sell, deliver or furnish</td>
<td>1-5 days suspension/parent conference, Sheriff’s citation</td>
<td>Expulsion Sheriff’s citation</td>
<td>5 day suspension Board expulsion Sheriff’s citation</td>
</tr>
<tr>
<td>Alcohol/Drug use, or possession; under the influence</td>
<td>3-5 day suspension/parent conference</td>
<td>3-5 day suspension, expulsion, Sheriff’s citation</td>
<td>5 day suspension, Board expulsion, Sheriff’s citation</td>
</tr>
<tr>
<td><strong>Attack upon School Personnel</strong></td>
<td><strong>Sheriff's citation, Expulsion, Parental conference, Suspension</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------------------------</td>
<td>---------------------------------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Attendance:</strong> Tardy(ies), Unexcused absences / Truancy</td>
<td>Detention (s), Wednesday/Saturday School</td>
<td>Wednesday / Saturday School</td>
<td>Wednesday / Saturday School, Parent Conference, SARB, Suspension, Alt Placement</td>
</tr>
<tr>
<td><strong>Bus Referral</strong></td>
<td>Conference/loss of bus privileges, Parental contact</td>
<td>Conference/loss of bus privileges (1 week-1 month)</td>
<td>Loss of bus privileges (semester or year)</td>
</tr>
<tr>
<td><strong>Defiance of Authority/Disrupting school activities/Missing Detention</strong></td>
<td>Conference, Detention</td>
<td>1-5 day suspension, Expulsion</td>
<td>5 day suspension, Board Expulsion</td>
</tr>
<tr>
<td><strong>Disorderly Conduct</strong></td>
<td>Conference, Detention, Suspension</td>
<td>1-5 day suspension, Expulsion</td>
<td>5 day suspension, Board Expulsion</td>
</tr>
<tr>
<td><strong>Display of Affection</strong></td>
<td>Student conference, Detention, Parental contact</td>
<td>Parental contact, Detention, 1-5 day suspension</td>
<td>1-5 day suspension</td>
</tr>
<tr>
<td><strong>Dress Code</strong></td>
<td>Conference, Parental contact</td>
<td>Detention, 1-5 day suspension</td>
<td>1-5 day suspension</td>
</tr>
<tr>
<td><strong>Electronic Devices Possession or Use (pagers, phones, laser pointers)</strong></td>
<td>Confiscation with Parental pick-up of device</td>
<td>Detention and/or Suspension</td>
<td>1-5 day suspension</td>
</tr>
<tr>
<td><strong>Extortion or Robbery, taking or attempting to take money or something of value through threats</strong></td>
<td>Restitution, Parental conference, Sheriff's citation, 1-5 day suspension</td>
<td>Restitution, Sheriff's citation, Expulsion</td>
<td>Restitution, Sheriff's citation, Expulsion</td>
</tr>
<tr>
<td><strong>Fighting, caused, attempted to cause, or threatened to cause physical injury to another person</strong></td>
<td>1-5 day suspension, Parental conference</td>
<td>Expulsion, Sheriff's citation</td>
<td>Expulsion</td>
</tr>
<tr>
<td><strong>Fire alarm: tampering with or setting off when no fire exists/Arson</strong></td>
<td>Report with Sheriff's Dept. and Fire Marshall, Restitution, 1-5 day suspension</td>
<td>Report with Sheriff's Dept. and Fire Marshall, Restitution, 1-5 day suspension, Expulsion</td>
<td>Expulsion</td>
</tr>
<tr>
<td><strong>Firecrackers, party poppers, sparklers, explosive devices (use, possession or sell of)</strong></td>
<td>Student conference, 1-5 day suspension</td>
<td>Sheriff citation, 1-5 day suspension, Expulsion</td>
<td>Expulsion</td>
</tr>
<tr>
<td><strong>Forgery (signing another person's name to official</strong></td>
<td>Parental conference, Detention</td>
<td>1-5 day suspension, Expulsion</td>
<td>Expulsion</td>
</tr>
<tr>
<td>School document, notes, etc.</td>
<td>Punishment 1</td>
<td>Punishment 2</td>
<td>Punishment 3</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-------------</td>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Gambling</td>
<td>Parental conference, Detention</td>
<td>1-5 day suspension, Expulsion</td>
<td>1-5 day suspension</td>
</tr>
<tr>
<td>Hazing (forcing another person to do demeaning or harmful things)</td>
<td>1-5 day suspension, Parental conference, Sheriff's citation</td>
<td>1-5 day suspension, Expulsion, Sheriff's citation</td>
<td>1-5 day suspension, Expulsion</td>
</tr>
<tr>
<td>Loitering</td>
<td>Warning</td>
<td>1-5 day suspension, Expulsion</td>
<td>1-5 day suspension, Expulsion</td>
</tr>
<tr>
<td>Obscene Behavior, Profanity/ Vulgarity</td>
<td>Student and/or Parental conference, Detention and/or Suspension</td>
<td>1-5 day suspension, Expulsion</td>
<td>Expulsion</td>
</tr>
<tr>
<td>Off campus or Left class without permission</td>
<td>Detention</td>
<td>Suspension</td>
<td>1-5 day suspension</td>
</tr>
<tr>
<td>Physical Assault</td>
<td>Parental conference, 1-5 day suspension</td>
<td>1-5 day suspension, Expulsion, Sheriff's citation</td>
<td>Expulsion</td>
</tr>
<tr>
<td>Possession or sale of drug paraphernalia</td>
<td>Conference, Confiscation, Sheriff's citation, 1-5 day Suspension</td>
<td>Expulsion, Sheriff's citation</td>
<td>Expulsion</td>
</tr>
<tr>
<td>Reckless Driving, Excessive Speed (Vehicle Code Violations)</td>
<td>Detention, Loss of parking privileges, Student conference</td>
<td>1-5 day suspension, Loss of parking privileges, Sheriff's citation, Expulsion</td>
<td>Expulsion</td>
</tr>
<tr>
<td>Skateboards</td>
<td>Detention</td>
<td>1-5 day suspension</td>
<td>1-5 day suspension/expulsion</td>
</tr>
<tr>
<td>Sexual/Ethnic Harassment (verbal or written abuse)</td>
<td>Conference</td>
<td>1-5 day suspension, Expulsion</td>
<td>Expulsion</td>
</tr>
<tr>
<td>Squirt guns, water balloons, etc., and/or throwing objects</td>
<td>Conference, Confiscation, Detention</td>
<td>1-5 day suspension</td>
<td>Expulsion</td>
</tr>
<tr>
<td>Theft (stealing or attempting to steal)</td>
<td>Restitution, Conference, Detention and/or Suspension</td>
<td>1-5 day suspension, Restitution, Sheriff's citation, Expulsion</td>
<td>1-5 day suspension, Expulsion, Sheriff's citation, Restitution</td>
</tr>
<tr>
<td>Tobacco, E-Cigarette, Vap-pen, or simulation use/Possession</td>
<td>Detention, Parental conference</td>
<td>1-5 day suspension</td>
<td>1-5 day suspension, Expulsion</td>
</tr>
<tr>
<td>Vandalism (destroying or damaging school property)</td>
<td>Detention, Restitution, Conference</td>
<td>1-5 day suspension, Sheriff's citation, Restitution, Expulsion</td>
<td>Expulsion</td>
</tr>
<tr>
<td>Verbal Abuse</td>
<td>Detention, Parental conference</td>
<td>1-5 day suspension, Expulsion</td>
<td>Expulsion</td>
</tr>
<tr>
<td>Weapons or Replicas (use or possession of any object which could inflict injury)</td>
<td>1-5 day suspension, Parental conference, Confiscation, Sheriff's citation Expulsion for weapon</td>
<td>Expulsion</td>
<td></td>
</tr>
</tbody>
</table>
### DUSD Bully Behavior Continuum

<table>
<thead>
<tr>
<th></th>
<th>Mild</th>
<th>Moderate</th>
<th>Severe</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Physical Aggression</strong></td>
<td>Spitting Pushing Shoving</td>
<td>Kicking Hitting</td>
<td>Defacing Property Stealing</td>
</tr>
<tr>
<td><strong>Verbal Aggression Including electronic</strong></td>
<td>Name Calling Mocking</td>
<td>Setting up to look foolish Spreading rumors</td>
<td>Ethnic slurs Setting up to take blame</td>
</tr>
<tr>
<td><strong>Social Alienation Including electronic</strong></td>
<td>Gossiping Embarrassing Someone</td>
<td>Teasing about clothing or possessions</td>
<td>Teasing about appearance</td>
</tr>
<tr>
<td><strong>Intimidation Including electronic</strong></td>
<td>Threatening to reveal personal information Graffiti</td>
<td>Defacing property or clothing Dirty tricks</td>
<td>Taking possessions (lunch, clothing, toys, money)</td>
</tr>
</tbody>
</table>

### DUSD Bully Behavior Consequences

<table>
<thead>
<tr>
<th>First Incident</th>
<th>Discipline consequences as appropriate per Behavior and Consequences: (Mild) Conference/ parent conference/ Detention</th>
<th>(Severe) 1-5 day Suspension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Second Incident</td>
<td>Discipline consequences as appropriate per Behavior and Consequences: (Mild) Conference/ parent conference/ Detention</td>
<td>(Severe) 1-5 day Suspension</td>
</tr>
<tr>
<td>Third Incident</td>
<td>Pattern of Bullying Established (Mild-Severe) 1 - 5 day suspension</td>
<td>Student Study Team Referral /Referral to Intervention Counseling</td>
</tr>
<tr>
<td>Fourth Incident</td>
<td>(Mild-Severe) 1-5 day suspension</td>
<td>Student Study Team Referral Referral to Superintendent/Possible recommendation for expulsion</td>
</tr>
</tbody>
</table>
Durham High School

Signature Page
Student Handbook

2019 - 2020

I fully understand the procedures outlined in the Student Handbook and in the Behavior & Consequences grid. I hereby agree to accept and abide by the standards, rules and regulations set forth in these guidelines.

Parent and Student Names: ______________________  ______________________

We have read and understand the Student Handbook guidelines.

Signature of Student Date of Signing

Signature of Parent/Guardian Date of Signing
DURHAM HIGH SCHOOL
ATHLETIC HANDBOOK
Be an Athlete of Character

P ursue Victory with Honor.
R espect teammates, coaches, officials and opponents at all times.
I nvest in your future, your education comes first!
D emonstrate pride in your effort; accept defeat with dignity.
E xcel on and off the field of play.

GO TROJANS!!
# Table of Contents

Table of Contents ........................................... 2
Philosophy of Interscholastic Athletics, Introduction .................. 3
CIF Vision and Mission Statements, CIF Code of Conduct ............ 4-5
CIF 16 Principles of “Pursuing Victory With Honor” .................. 6
Sportsmanship, Ejection Policies .................................. 7-8
DUSD Code of Conduct, Checklist for Eligibility ...................... 8-9
Leaving a Team .................................................. 9
Parents Responsibility ............................................ 9-10
Student Purpose of Interscholastic Athletics .......................... 10-11
Communication .................................................. 11
Responding to Parental Concerns ................................... 12
DUSD Chain of Command ......................................... 13
Conflict Resolution .............................................. 13-14
Athletic Bylaws/Guidelines ....................................... 14
Academic Eligibility ............................................ 14-15
Pre-Participation Physical ........................................ 16
School and Practice Attendance .................................... 16-18
Care of Athletic Equipment ....................................... 17
Athletic Awards .................................................. 18
General Behavior ................................................. 18
Transportation / Road Trips ....................................... 18-19
Code of Conduct Violations ....................................... 19-20
Bullying, Harassment and Hazing .................................. 21
Due Process ...................................................... 22
Ban on Use of Androgenic/Anabolic Steroids ......................... 22
Student in “Good Standing” ...................................... 22
Honor Code ...................................................... 22
Drug Testing ...................................................... 22
Athletic Clearance ............................................... 23
Parent/guardian and athlete acknowledgment signature page ....... 24
PHILOSOPHY OF INTERSCHOLASTIC ATHLETICS

The major objective of the Durham High School athletic program is to provide wholesome opportunities for students to develop favorable habits and attitudes through their experiences.

The leadership should be of the highest quality, so as to exemplify to the participants the desired type of individual to be developed from the Athletic Program. Measurement of the success of the leadership should not be in terms of the tangible evidence of the victory and defeat record, but in the intangible personality development.

The Athletic Program should always be in conformity with the general objectives of the school, and the Athletic Administration should be in line with the general policies of the institution. At no time should the program place the total education curriculum secondary in emphasis; the program should function as a part of the whole curriculum and should constantly strive for the development of a well-rounded individual, capable of taking his place in modern society.

INTRODUCTION

The four years in which you represent your high school in interscholastic competition under the auspices of the California Interscholastic Federation (CIF) and Durham High School (DHS) may be four of the most enjoyable years in your life. As you compete, you will have local and state rules and regulations you must follow in order that your interscholastic participation and competition can be a profitable educational experience.

The Principal of DHS is responsible to certify the eligibility of all students representing the school in interscholastic athletics.

Information contained in the handbook highlights the important features of the CIF bylaws regarding athletic eligibility and includes DHS Athletic guidelines. You may lose your eligibility to represent DHS in interscholastic athletics if you violate these bylaws/guidelines. It is extremely important that you review the material contained in this pamphlet with your parents, so that you thoroughly understand the implications to you as an athlete at Durham High School. If you need assistance with respect to eligibility or any other questions regarding this handbook, contact your coach, Athletic Director, or Principal.
CALIFORNIA INTERSCHOLASTIC FEDERATION

The DUSD Board maintains membership in the California Interscholastic Federation and requires that interscholastic athletic activities be conducted according to CIF rules, regulations and policies, except as the Board may direct otherwise.

VISION STATEMENT

Athletic competition is an integral part of the educational experience. CIF is uniquely positioned to foster student growth in values and ethics. The highest potential of sports is achieved when participants are committed to CIF’s ideal of “Pursuing Victory with Honor” according to six core principles: CIF strives to strengthen the integrity of students and adults across the state by promoting the concepts of sportsmanship, honesty and quality academics. These priorities advance the highest principles of character:
- Trustworthiness
- Respect
- Responsibility
- Fairness
- Caring
- Good Citizenship

MISSION STATEMENT

The CIF governs interscholastic athletics, promoting equity, quality, character and academic development.
- Equity: Equal opportunity without regard to race, gender and ethnicity within all aspects of the athletic program for students, personnel, schools and governance.
- Quality: Training, education and commitment of coaches, officials, administrators and parents to improve the quality of athletic programs.
- Character: Trustworthiness, respect, responsibility, fairness, caring and good citizenship.
- Academic Development: Commitment to encourage academic growth is a high priority.

CIF CODE OF CONDUCT FOR INTERSCHOLASTIC STUDENT-ATHLETES

Interscholastic athletic competition should demonstrate high standards of ethics and sportsmanship and promote the development of good character and other important life skills. The highest potential of sports is achieved when participants are committed to pursuing victory with honor according to six core principles: trustworthiness, respect, responsibility, fairness, caring, and good citizenship. This Code applies to all student-athletes involved in interscholastic sports in California.

TRUSTWORTHINESS

- Integrity - live up to high ideals of ethics and sportsmanship and always pursue victory with honor; do what's right even when it's unpopular or personally costly.
- Honesty - live and compete honorably; don't lie, cheat, steal or engage in any other dishonest or unsportsmanlike conduct.
- Reliability - fulfill commitments; do what I say I will do; be on time to practices and games.
- Loyalty - be loyal to my school and team put the team above personal glory.
RESPECT

- Respect - treat all people with respect all the time and require the same of other student-athletes.
- Class - live and play with class be a good sport be gracious in victory and accept defeat with dignity; give fallen opponents help, compliment extraordinary performance, show sincere respect in pre and post-game rituals.
- Disrespectful Conduct - don't engage in disrespectful conduct of any sort including profanity, obscene gestures, and offensive remarks of a sexual or racial nature, trash talking, taunting, boastful celebrations, or other actions that demean individuals or the sport.
- Respect Officials - treat contest officials with respect; don't complain about or argue with official calls or decisions during or after an athletic event.

RESPONSIBILITY

- Importance of Education - be a student first and commit to getting the best education I can. Be honest with myself about the likelihood of getting an athletic scholarship or playing on a professional level and remember that many universities will not recruit student-athletes that do not have a serious commitment to their education, the ability to succeed academically or the character to represent their institution honorably.
- Role-Modeling - remember, participation in sports is a privilege, not a right and that I am expected to represent my school, coach and teammates with honor, on and off the field. Consistently exhibit good character and conduct myself as a positive role model.
- Self-Control - exercise self-control; don't fight or show excessive displays of anger or frustration; have the strength to overcome the temptation to retaliate.
- Healthy Lifestyle - safeguard your health; don't use any illegal or unhealthy substances including alcohol, tobacco and drugs or engage in any unhealthy techniques to gain, lose or maintain weight.
- Integrity of the Game - protect the integrity of the game; don't gamble. Play the game according to the rules.

FAIRNESS

- Play by the rules - live up to high standards of fair play; be open-minded; don't blame others always be willing to listen and learn. Treat all people fairly.

CARING

- Concern for others - demonstrate concern for others never intentionally injure any player or engage in reckless behavior that might cause injury to myself or others.
- Teammates - help promote the well-being of teammates by positive counseling and encouragement or by reporting any unhealthy or dangerous conduct to coaches.

CITIZENSHIP

- Play by the Rules - maintain a thorough knowledge of and abide by all applicable game and competition rules.
- Spirit of Rules - honor the spirit and the letter of rules; avoid temptations to gain competitive advantage through improper gamesmanship techniques that violate the highest traditions of sportsmanship.
16 PRINCIPLES OF “PURSuing VICTORY WITH HONOR”

The CIF Operating Principles are 16 principles of “Pursuing Victory with Honor” as follows:

1. To promote sportsmanship and foster the development of good character, school sports programs must be conducted in a manner that enhances the academic, emotional, social, physical and ethical development of student-athletes and teaches them positive life skills that will help them become personally successful and socially responsible.

2. Participation in school sports programs is a privilege, not a right. To earn that privilege, student-athletes must abide by the rules and they must conduct themselves, on and off the field, as positive role models who exemplify good character.

3. School Boards, superintendents, school administrators, parents and school sports leadership shall establish standards for participation by adopting and enforcing codes of conduct for coaches, athletes, parents and spectators.

4. All participants in high school sports must consistently demonstrate and demand scrupulous integrity and observe and enforce the spirit as well as the letter of the rules.

5. The importance of character, ethics and sportsmanship should be emphasized in all communications directed to student-athletes and their parents.

6. School Boards, superintendents, school administrators, parents and school sports leadership must ensure that the first priority of their student-athletes is a serious commitment to getting an education and developing the academic skills and character to succeed.

7. School Boards, superintendents, principals, school administrators and everyone involved at any level of governance in the CIF must maintain ultimate responsibility for the quality and integrity of CIF programs. Such individuals must assure that education and character development responsibilities are not compromised to achieve sports performance goals and that the academic, social, emotional, physical and ethical well-being of student-athletes is always placed above desires and pressured to win.

8. All employees of member schools must be directly involved and committed to the academic success of student-athletes and the character-building goals of the school.

9. Everyone involved in competition including parents, spectators, associated study body leaders, and all auxiliary groups have a duty to honor the traditions of the sport and to treat other participants with respect. Coaches have a special responsibility to model respectful behavior and the duty to demand that their student-athletes refrain from disrespectful conduct including verbal abuse of opponents and officials, profane or belligerent trash-talking, taunting and inappropriate celebrations.

10. School Boards, superintendents, and school administrators of CIF-member schools must ensure that coaches, whether paid or voluntary, are competent to coach. Training or experience may determine minimal competence. These competencies include basic knowledge of:

11. The character building aspects of sports, including techniques and methods of teaching and reinforcing the core values comprising sportsmanship and good character.

12. The physical capabilities, coaching principles and the rules and strategies of the sport, limitations of the age group coached as well as first aid.

13. Because of the powerful potential of sports as a vehicle for positive personal growth, a broad spectrum of school sports experiences should be made available to all of our diverse communities.

14. To safeguard the health of athletes and the integrity of the sport, school sports program must actively prohibit the use of alcohol, tobacco, drugs and performance-enhancing substances, as well as a demand compliance with all laws and regulations, including those related to gambling and the use of drugs.

15. Schools that offer athletic programs must safeguard the integrity of their programs. Commercial relationships should be continually monitored to ensure against inappropriate exploitation of the school's name or reputation. There should be no undue influence of commercial interests. In addition, sports programs must be prudent, avoiding undue dependency on particular companies or sponsors.

16. The profession of coaching is a profession of teaching. In addition to teaching the mental and physical dimensions of their sport, coaches, through words and example, must also strive to build the character of their athletes by teaching them to be trustworthy, respectful, responsible, fair, caring and good citizens.

“Pursuing Victory with Honor” and the “Six Pillars of Character” are service marks of the CHARACTER COUNTS! Coalition, a project of the Josephson Institute of Ethics. For more information on promoting character education and good sportsmanship, visit www.charactercounts.com.
SPORTSMANSHIP:
DUSD and CIFNS have adopted the 16 Principles of "Pursuing Victory with Honor". The District desires the best experience for all our student athletes. Coaches, players and fans are expected to and held accountable for representing their school with dignity and class. Anyone (athlete, student or adult) not conducting themselves in a positive manner may be ejected from an event and/or suspended from future events. A Durham parent or adult ejected from a game will need to complete NFHS sportsmanship course prior to attending the next contest.

Anyone (athlete, student or adult) not conducting themselves in a positive manner may be ejected from an event and/or suspended from future events. Coaches, parents and athletes are encouraged to view two sportsmanship videos:

Sportsmanship (a free on-line video course) https://nfhslearn.com/courses/37000/sportsmanship
Positive Sport Parenting (a free on-line video course) https://nfhslearn.com/courses/18000/positivemport-parenting

Coaches please refer to the Student Athletic Handbook for the full listing of their Code of Conduct.

Player Ejection Policy:
1. Ejection of a player from a contest for unsportsmanlike or dangerous conduct.
   a. Penalty: The player shall be ineligible for the next contest (non-league, league, invitational tournament, post-season {league, section or state} playoff, etc.), and must complete the NFHS sportsmanship course prior to returning to any competition and provide proof that the course was completed.

2. Illegal participation in the next contest by a player ejected in a previous contest.
   a. Penalty: The contest shall be forfeited and the ineligible player shall be ineligible for the next contest. The coach must meet with the Athletic Director/Principal.

3. Second ejection of a player for unsportsmanlike or dangerous conduct from a contest during one season.
   a. Penalty: The player shall be ineligible for the next two contests (non-league, league, invitational tournament, post-season {league, section or state} playoff, etc.), and must retake NFHS sportsmanship course with parent/guardian and/or head coach.

4. Third ejection of a player for unsportsmanlike or dangerous conduct from a contest during one season.
   a. Penalty: The player shall be ineligible for the remainder of the season.

5. When one or more players leave the bench to begin or participate in an altercation.
   a. Penalty: The player(s) shall be ejected from the contest-in-question and become ineligible for the next two contest (non-league, league, invitational tournament, post-season {league, section or state} playoff, etc.), and must complete the NFHS sportsmanship course prior to returning to any competition and provide proof that the course was completed.

Coaches' Ejection: A coach who is ejected from a contest by an official must leave the venue and grounds immediately and will not be allowed to coach or attend the next contest. Coaches who are ejected are also required to complete the NFHS sportsmanship course and are not eligible to coach in the next game, or any game until the course is completed and the coach can provide proof that the course was completed. The coach may also be subject to further disciplinary procedures.
Parent/Spectator Ejection: A parent/spectator who is ejected from a contest by an official must leave the venue and grounds immediately and will not be allowed to attend the next contest (home or away), unless they complete the NFHS sportsmanship course and can provide proof that the course was completed.

Inappropriate Behavior: Certain behaviors are considered inappropriate and unacceptable. The school and athletic department reserve the right to refuse admission or remove persons, including adults, who exhibit such behaviors including, but not limited to:
- Repeated berating, humiliating or taunting of our coaches, players or spectators.
- Repeated berating, humiliating or taunting of our opponents coaches, players or spectators.
- Repeated berating and harassment of game officials.
- Racist, sexist or profane remarks directed at any team, coach, player, official or spectator.

*The Athletic Director or Principal will monitor and ensure the NFHS sportsmanship course(s) has been completed by those who have been ejected.

Officials: Officials should be treated with respect during and after contests, even if there is disagreement with their calls. Any physical confrontation of an official by an athlete may be considered an assault. The athlete may lose athletic eligibility for their entire high school career under CIF Bylaw 211.

DUSD CODE OF CONDUCT

PARENTS AND STUDENTS:
The reason for developing the district’s Code of Conduct is not to punish those who break the rules. The Code of Conduct sets behavioral standards to assist youth in making good decisions. It also sets the clear and consistent boundaries for your son/daughters participation in extra-curricular athletics.

REVIEW the following rules with your son or daughter. Your emphasis on the value of following these rules cannot be overstated.

CHECKLIST FOR STUDENTS’ ELIGIBILITY:
- Making adequate academic progress toward graduation.
- Will not have turned 19 years old prior to June 15 before the start of their senior year.
- Physical exam on record prior to the start of the season.
- Will be enrolled in a Full Schedule based on grade level of school to be eligible.
- Have not transferred from another school within the past year without an approved CIF transfer.
- Will not use, possess, sell or distribute tobacco products
- Will not use, possess, sell, distribute or be under the influence of alcoholic beverages, illegal drugs or performance enhancing substances (e.g. steroids), whether legal or illegal, look-alike drugs, or drug paraphernalia on school grounds, off school grounds, whether during sport season or out of sport season.
☐ Will not host or remain present at events, activities or locations where illegal distribution of alcohol, drugs or other performance-enhancing substances are present or used.

☐ Will not use, possess, or distribute firearms, weapons or explosive devices on school grounds or at school events.

☐ Will not engage in threatening, hazing activities, bullying, vandalism, harassment, or other personal misconduct, including, but not limited to, witnessing intimidation or harassment and conduct that involves police or court action.

☐ Students will not engage in cyber-bullying, participate in sending or creating inappropriate cyber images or be seen in an inappropriate cyber image.

☐ Every participant and his/her parent/guardian will be apprised of the extra-curricular Code of Conduct in the required team meeting presentations conducted at the beginning of each sports season. Every athlete is required to attend the meeting with at least one parent/guardian.

☐ Athletes that missed the team/sports season meeting will be required to meet with the coach or Athletic Director to review the code of conduct, before participating in athletic activities.

☐ Any student failing to return or pay for lost or damaged athletic equipment (uniforms, etc.) will be suspended from future participation until restitution is made.

☐ Senior athletes failing to return or pay for lost or damaged athletic equipment (uniforms, etc.) may have their diploma held until equipment is returned or restitution is made.

☐ I agree to fully cooperate in any investigation honestly and truthfully.

LEAVING A TEAM:
Students are encouraged to try a variety of sports. Students may leave a team within two weeks of the posted CIF scheduled start time for each sport without penalty. The student athlete shall notify the coach in writing that they no longer wish to participate. After this “try-out” period, the athlete leaving a team without the coach’s approval will be ineligible to participate in any sport during that sport season. Any appeal to this must be made in writing to the Athletic Director within five (5) school days after the athlete’s last day of participation.

PARENT RESPONSIBILITY:
Parents and guardians are essential partners in maintaining a safe, educational and enjoyable experience for students. When present at the District’s events, including athletic games, practices, and extra-curricular activities, they are expected to model the kind of citizenship and sportsmanship that is expected and required of students. The following are among the District’s expectations for the parents of student athletes and extra-curricular participants.

Parents/guardians:
• have knowledge, understanding and agreement about the Rules and Conduct/Standards included in this document.
• know the consequences for violations of those Rules and Conduct/Standards, and will assist in their enforcement.

• are supportive and encourage their children to demonstrate appropriate behavior while representing the District as student athletes and extra-curricular participants.

• hold their children accountable for their actions and guide them in making proper decisions regarding drugs, alcohol and tobacco.

• hold their children accountable for their actions and behaviors towards others ensuring that their son/daughter does not bully or harass others and that their son/daughter is not a bystander to this behavior.

• are knowledgeable about individual team rules and expectations and address concerns regarding their children’s program to the coach.

• are knowledgeable spectators, knowing the rules of the game and serving as role models for sportsmanship. They cheer our successes, and show understanding in the wake of defeat. They encourage the efforts of their children’s teams, and they respect the efforts of the opposing teams.

• adhere to state laws that prohibit smoking on school grounds or in school buildings.

• bring their concerns to the attention of the appropriate coach(s), including concerns about the mental and physical treatment of their children, ways to help their children improve, and their children’s behavior. They schedule meetings with coaches in order that their concerns may be discussed at appropriate times and places.

• demonstrate a respect for the privacy of all student athletes, and an understanding of the coaches’ responsibilities to all student athletes, by refraining from speaking with coaches about such issues as playing time, athletic ability, and team strategy, insofar as those subjects relate to student athletes other than their own child.

STUDENTS:

Your participation in high school athletics is dependent on your eligibility. PROTECT that eligibility by reviewing with your parent(s)/guardian(s) this summary of the DUSD Athletic Code of Conduct. Extra-curricular programs contribute to the educational, emotional and social development of students. Since students are not required to participate in extra-curricular programs, the choice to participate in these programs is a privilege and students are required to follow the Code of Conduct to remain eligible to participate. Extra-curricular activities include student body offices, athletics, cheerleading and any other activities that are outside the regular school day and not a requirement of a course of instruction. Students who choose to participate in Co-curricular activities are expected to conduct themselves in a manner that reflects the values of the school and community they represent. In addition to the behavioral standards and disciplinary consequences applicable to all students in the District, each student desiring to participate must comply with the District's extra-curricular Code of Conduct. This expectation applies when students are on the way to or from school, while on school grounds, or at any school related activity.
PURPOSE OF INTERSCHOLASTIC ATHLETICS is to give students the opportunity to:

- develop organizational skills to balance athletics/extra-curricular activities and academics.
- learn new skills and improve existing ones.
- experience commitment and dedication to school, extra-curricular activities, sport, team & coach.
- develop physical vigor and desirable habits in health and safety.
- learn what it takes to be a good teammate.
- develop new friendships.
- observe and exemplify good sportsmanship.
- demonstrate truthfulness.
- be dependable in fulfilling obligations and commitments.
- accept responsibility for consequences of actions and not make excuses or blame others.
- strive to excel.
- persevere, give 100% effort and not give up in the face of setbacks.
- control anger and frustration and refrain from displays of temper and bad language.
- accept losing and winning graciously; to congratulate opponents, not sulk, or display other negative behaviors.
- realize that athletic competition and extra-curricular participation carries with it certain responsibilities.
- learn that a violation of this Code has a consequence - and this same sequence occurs throughout all endeavors in life.

I understand that once I sign the eligibility statement all eligibility rules will apply. These expectations will apply from the first day of the school year or the start of the extra-curricular activity (including pre-season meetings, practices, camps, and school-sponsored activities) whichever comes first. This includes the activities scheduled prior to the start of the school year, through the end of the sport season and/or the end of the school year, whichever is longer in duration.

COMMUNICATION:

**Communication you should expect from your child’s coach:**

1. Philosophy as a coach.
2. Expectations the coach has for your child.
3. Location and times of all practices and games.
4. Team requirements: practices, equipment, off-season training, etc.
5. Procedures to follow should your child be injured during participation.
6. Participant code of conduct and consequences for not following these guidelines.

**Communication coaches expect from parents:**

1. Concerns expressed directly to the coach first.
2. Specific concerns with regard to child’s safety and/or expectations.
3. Notification of any illness, injury, or missed practices.

As your student becomes involved in athletic programs, he/she will experience some of the most rewarding moments of his/her life. It is also important to understand that there will be times when things do not go the way your child or you would like. These situations also create opportunities for lifelong learning. At these times, discussion with the coach may be the quickest and most effective way to clear up issues. The quickest way to clear these items up is to follow a 24 hour cooling off process followed by an appointment with the coach.
Appropriate concerns to discuss with coaches:
1. The treatment of your child, mentally and physically.
2. Ways to help your child improve.
3. Concerns about your child’s behavior.
4. Questions with team rules.

At times it may be difficult to accept the fact that your child is not playing as much as you or he/she would like. Coaches are professionals who make judgment decisions based on what they believe are best for the team and all involved. As you have seen from the list above, certain things can and should be discussed with the coach. We ask that other things, such as those that follow, be left to the discretion of the coach.

Coaches’ Decisions:
1. Playing time.
2. Team strategy.
3. Matters concerning other student-athletes.

RESPONDING TO PARENTAL CONCERNS ABOUT THEIR STUDENT’S ATHLETIC EXPERIENCE

If parents have a concern, they are asked to express it at the appropriate time and place. Below is the DUSD Athletic Chain of Command. We ask that parents refrain from confronting coaches immediately after games or at practices. It is expected that concerns will be addressed first with the coaches involved before proceeding through the Athletic Chain of Command. Anonymous letters or phone calls will NOT be treated with any credibility.

No athlete should have consequences in practice, amount of playing time or other treatment due to an expression of a concern about his/her athletic experience by either the athlete or a parent.

When a concern exists; Parents and athletes are asked to follow steps in the order shown until they feel the issue is resolved. As the first step the athlete should speak directly to the coach, as most issues can be resolved at this level. Sometimes the coach is unaware of the athlete’s concerns or feelings. If the problem remains unresolved, the parent should schedule an appointment to speak with the coach. Coaches will respond as quickly as possible. If either parent or coach is not satisfied, communicate with the AD/Principal and follow the Chain of Command.
CONFLICT RESOLUTION:
When conflicts or issues arise it is important that they be addressed immediately, and as directly as possible, so that they can be promptly resolved. It is important for student-athletes and parents to recognize that coaching strategy and playing time are not appropriate subjects for complaint. In addition, parents should follow any instructions from the coach about the best way/time to approach the coach with questions or concerns.

1. **Step 1:** Student-athlete contacts coach. The athlete should present the conflict /issue to the coach as soon as possible. It is always best for students to become their own advocates. It is expected that the majority of concerns will be resolved at the first meeting.

2. **Step 2:** Parent contacts coach. If needed, a parent may contact the coach directly—but not just before, during or just after a practice or game. A parent should contact the coach to set up an appropriate time to discuss the issue in person. This meeting shouldn’t be handled via text message.

3. **Step 3:** Contact the Athletic Director. If a satisfactory solution is not reached through direct contact with the coach, the students and/or parent should contact the Athletic Director. The coach should be informed that this contact is going to be made. If needed, a meeting may be scheduled involving all concerned parties in an attempt to reach a satisfactory resolution, or the Athletic Director may direct the coach to contact the parent to resolve the issue.

4. **Step 4:** Contact the Principal or the Athletic Administrator. If there is still not a satisfactory resolution, the student or parent may contact the high school Principal. The Athletic Director
should be informed that this contact is going to be made. While there can be no guarantee that all parties will agree with the suggested resolution, a thorough, respectful airing of different perceptions and experiences can lead to more productive relationships and a clearer understanding in the future.

5. **Step 5:** Contact the Superintendent. You can appeal the decision of the high school Principal to the Superintendent. The Principal should be informed that this contact is going to be made. Prior to hearing your appeal, the Superintendent will ask if you followed all of prior steps and what of those resolutions you’re appealing.

6. **Step 6:** Contact the School Board. If you have exhausted all prior steps for a satisfactory resolution you can contact a member of the School Board. The Superintendent should be informed that this contact is going to be made. If you contact a member of the School Board prior to following each step, they will hear your concern and redirect them back to the high school Principal before acting on your appeal.

Retribution is prohibited in the California Education Code. Students and parent must be confident that the voicing of an opinion or concern, using the proper forum and method, is not only free from penalty or retribution, but is strongly encouraged. The Athletic Director and coaches are obligated to ensuring that after a student or parent raises an issue or concern, there shall be no “retribution” in any form.

**GUIDELINES FOR ALL MEETINGS:**

1. The conversation must be in a professional manner with regard to both language and conduct.
2. Everyone will get a chance to talk, but everyone must listen.
3. Emotional control by all parties is imperative.
4. Meetings must not occur on game days, practice times, or on Sundays, and are held only by appointment.

**ATHLETIC BYLAWS/GUIDELINES:**

Any student enrolled at Durham High School (DHS) who satisfies the requirement of the California Interscholastic Federation (CIF) and those of the District, is eligible to try out for an athletic team.

North Section/CIF Eligibility Requirements:

1. **Age Limit**—Article 2, Section 201: Ineligible if 19 on or before June 15.

2. **Semesters of Eligibility**—Article 2, Section 202: Student is eligible for the first eight semesters of his/her high school attendance.

3. **Transfer Rule**—The CIF requires that students who participate on a school team must be living with parents or legal guardians who reside within the school’s attendance boundaries. All exceptions to this rule require special permission, and forms and letters of approval are to be on file before a student can be declared eligible. Questions about these exceptions should be addressed to the Athletic Director at DHS.

4. **Amateur Standing Rule**—Article 4: A student who violates CIF amateur or award rules shall be barred from CIF competition in that sport.
5. **Outside Competition**—Article 6, Section 600: A student on a school team becomes ineligible if he/she competes in a contest on an outside team in the same sport (indoor soccer is not concerned the same sport) during the high school season of sport.

6. **All Star Competition**—Article 9: Any pupil taking part in a prohibited All Star contest shall be barred from ALL CIF athletic contests.

**Note:** Because the penalty for allowing an ineligible athlete to participate is severe (the team must forfeit all the contests in which the athlete participates), any deviations from the above rules should be brought to the coach’s attention at the beginning of the season, to make sure all appropriate forms and approvals are on file. An athlete who is dishonest about these rules places an entire team in jeopardy. Any athlete known to be violating any of these rules should be immediately reported to the coach to avoid penalizing the entire team.

**ACADEMIC ELIGIBILITY:**

It is Durham Unified School District's policy that students who participate in the Interscholastic Athletic Program will make satisfactory progress toward graduation. To be eligible to participate in interscholastic athletics the following rules will apply.

1. The student will have earned a GPA of no less than a 2.0, and received no F grades during each Quarter. Eligibility will be checked at the end of each quarter. If their GPA is in the 1.50-1.99 range, the student-athlete may use a 1 Time/1 quarter only (during 4 years of high school) **academic probation period**.
   a) An academic probation conference is required with the student-athlete, parent/guardian and Principal prior to having the probation granted. The probation period is for only one grading period (one quarter). **Students will remain ineligible until the conference has been held and the academic probation contract has been signed by all parties, including the Athletic Director. Students are not eligible for academic probation if they have below a 1.50 GPA and/or more than one “F”**.

2. Incomplete grades (I) will be computed as “F” grades for eligibility purposes. Previous semester’s failed class(s) must be made up prior to the starting the next sport season.

3. Coaches may require athletes to provide a weekly, biweekly or monthly grade report from their PowerSchool.

4. **Incoming 9th graders** must meet grade requirements and no F’s based on the fourth quarter of their 8th grade year.

5. The Athletic Director or Principal will notify coaches and athletes of any ineligible players. Once notified of ineligibility, **players may not participate in any athletic activity. Eligibility will resume only if the academic probation requirements have been met or students meet the academic requirements the following quarter.** (See academic probation on page 14).
PRE-PARTICIPATION PHYSICAL EVALUATION:
1. All student-athletes must pass a yearly physical and have the physical form on file in the high school office. School sports physicals will be given at the high school during the evening in late May or early June. The cost of the physical will be $10 and the proceeds will be donated back to the high school athletic program for safety and medical equipment/supplies. Parents may choose to go to their own primary care physician at their expense to have the sports physical completed. The CIF form must be used, and is available to be downloaded off the school website.

SCHOOL ATTENDANCE:
1. The student is to attend all classes regularly and punctually.

2. **The student must attend all classes on a given day in order to attend, watch or participate in a team practice or participate in an interscholastic contest**, unless he/she has verification of a medical appointment, DMV appointment, court date, funeral or other unforeseen special circumstance as determined by the Athletic Director or Principal. This includes that if you attend morning practice you must be at school for the rest of the day.

3. Students who miss school, without a verification of their absence, as stated in number 2 above, may not suit up, be a part of any team activity on game day, be on the sideline or bench during the contest, or travel to away events.

4. A note must be turned into the coach on the day of the absence in the event that the school office is closed. If this policy is violated, and the student athlete does participate when they should not have, the coach will suspend the student athlete from the next athletic contest.

5. Unexcused absences: If a student has an unexcused absence they may not attend, watch or participate in a team practice or participate in an interscholastic contest. If they do participate, once the team coach has been notified that a student athlete had an unexcused absence from any class, the coach will suspend the student athlete from the first contest following the notification. Approval authority for exception to this policy lies with the Athletic Director or Principal.

6. Truancies: A student is truant, 30 minutes or later, to any class, if they do not have an authorized excuse. Students who are truant, will face the same consequences as an unexcused absence, listed in number four above.

7. Students will dress down and participate in their P.E. classes on game days. If a student does not participate in P.E., they are not eligible to practice or play on that same day.

PRACTICE ATTENDANCE:
1. Students who participate in athletics make a commitment to a team and are expected to maintain good attendance.

2. Students are expected to attend all practices and contests unless they are absent from school due to illness or they are excused by their coach. Students are expected to communicate directly with the coach when they cannot attend a practice.

3. Unexcused absences from practice or failure to maintain good attendance may be cause for removal from a team.

4. Coaches may adopt individual rules for practice and contest attendance.
CARE OF ATHLETIC EQUIPMENT:
Equipment is to be handled properly for financial reasons, and also to teach students responsibility.

1. All equipment will be inventoried, numbered, and checked out by coaches.

2. Students are expected to turn in the same piece(s) of equipment checked out to them. It is the student’s responsibility to check the equipment numbers checked out, to make sure they match the numbers recorded.

3. Equipment should be returned in the same condition as it was received. Equipment and uniforms should be cleaned and washed before being returned. Students are expected to notify and work with coach(s) if there has been torn or ripped clothing need to be repaired or replaced.

4. Broken equipment must be returned before a replacement can be issued.

5. Students are responsible for the security of their equipment and uniforms. Students will be financially responsible for replacing any lost or stolen equipment or uniforms. In some cases, particularly with game uniforms, the replacement fee may be higher than the original purchase price because special processing and printing may be required to duplicate the uniform.

6. No awards (letters, trophies, etc.) will be issued until all equipment is returned and/or paid for.

7. **Students must return or pay for all equipment before they can practice or participate in another sport.** In unusual circumstances when a significant amount of money is owed, arrangements for repayment may be made with the coach and the Athletic Director.

ATHLETIC AWARDS:
All athletes are to abide by the school rules concerning the earning and wearing of the school “Block D” athletic award.

1. At Durham High School the student earns the Athletic award on a participation system. The “Block D” will be awarded after the athlete has lettered in his/her first sport.

2. In order to receive awards, students must purchase an ASB Sticker. ($25)

3. The earning of the “Block D” applies to athletes and cheerleaders only.

4. Athletes must complete the entire season with the team, including all playoffs, section championship contests and state playoffs contests in order to receive any school award for that sport. Special circumstances will be considered, reviewed and approved by the Athletic Director or Principal.

5. Individual sport symbols will be awarded every year an athlete participates on a team.

6. The Mr. or Ms. Trojan Award will be presented to all seniors who have played three sports for four years. (Only one sport per season will be counted, Dual sport athletes will only receive credit for one sport).
GENERAL BEHAVIOR:

Athletes behavior should not embarrass themself, the team, the school, the district, or the community. Athletes accept responsibility for their actions both on and off the field. Unsportsmanlike conduct, and disrespect to any person or institution will not be tolerated and may be cause for removal from a team.

1. Throwing of equipment, profanity, or any similar displays of unsportsmanlike behavior will not be tolerated.

2. Defiant behavior and back-talk toward any coach, school official, or game official, will not be tolerated. Any disagreements should be handled in private mature discussions.

3. Any student who steals, damages, or possess without permission a teammate’s property, DHS school property, or property from any other school will be ineligible to participate in any interscholastic contests for a period of at least two weeks. The student may continue to practice with a team, but may not wear a school uniform or otherwise represent a team in any interscholastic contest.

TRANSPORTATION/ROAD TRIPS:

The District provides transportation for most away contests. Students are normally expected to go and return on the district-provided transportation. The following guidelines will be followed:

1. Buses will leave on time. Students who miss a bus may not participate in the contest except as provided below:
   - If for some acceptable reason (such as a doctor’s appointment) a student cannot leave on the regularly scheduled bus, the student must contact his/her coach or the Athletic Director before the date of the contest to see if other transportation arrangements can be made.

2. At the coach’s discretion, students may be signed off the bus by their parents only.

3. Any athlete that is signed out and going to be transported by anyone other than their parent, will be required to gain special authorization. A form will need to be completed, in advance and signed off by both parents and the school Principal.

4. All athletes will dress in an appropriate manner for bus trips. Coaches will establish requirements for proper attire.

5. Students are expected to conduct themselves in a mature, responsible manner. Profanity and inappropriate behavior will not be tolerated.

6. All athletes will remain under the supervision of their coach while attending an away contest.

7. At no time will any student be allowed to drive or ride with another student to or from a contest.
CODE of CONDUCT VIOLATIONS

As a representative of Durham High School Athletics, Students will comply with all state and local laws as well as all school district policies and regulations year round. Students are required to comply with all Education Codes 24 hours a day, 7 days a week in order to remain eligible for participation. Any student who chooses to participate in extra-curricular athletics and who violates the Code of Conduct in any way may experience disciplinary consequences. Disciplinary consequences for violations of the Code of Conduct for Education Code offenses are as follows:

For violation of Education Code 48900:

A pupil shall not be suspended from school or recommended for expulsion, unless the superintendent of the school district or the principal of the school in which the pupil is enrolled determines that the pupil has committed an act as defined pursuant to any of subdivisions (a) to (r), inclusive:

(a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person.

(2) Willfully used force or violence upon the person of another, except in self-defense.

(b) Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of an object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.

(c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.

(d) Unlawfully offered, arranged, or negotiated to sell a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to a person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.

(e) Committed or attempted to commit robbery or extortion.

(f) Caused or attempted to cause damage to school property or private property.

(g) Stole or attempted to steal school property or private property.

(h) Possessed or used tobacco, or products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit the use or possession by a pupil of his or her own prescription products.

(i) Committed an obscene act or engaged in habitual profanity or vulgarity.

(j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.

(k) (1) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.

(2) Except as provided in Section 48910, a pupil enrolled in kindergarten or any of grades 1 to 3, inclusive, shall not be suspended for any of the acts enumerated in this subdivision, and this subdivision shall not constitute grounds for a pupil enrolled in kindergarten or any of grades 1 to 12, inclusive, to be recommended for expulsion.

(l) Knowingly received stolen school property or private property.

(m) Possessed an imitation firearm. As used in this section, “imitation firearm” means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

(n) Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.

(o) Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for purposes of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.

(p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
(q) Engaged in, or attempted to engage in, hazing. For purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, that is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this subdivision, “hazing” does not include athletic events or school-sanctioned events.

(r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:

(1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:

(A) Placing a reasonable pupil or pupils in fear of harm to that pupil’s or those pupils’ person or property.

(B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.

(C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.

(D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.

(2) (A) “Electronic act” means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

(i) A message, text, sound, video, or image.

(ii) A post on a social network Internet Web site, including, but not limited to:

(I) Posting to or creating a burn page. “Burn page” means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).

(II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

(III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

(iii) (I) An act of cyber sexual bullying.

(II) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (A) to (D), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

(III) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

(B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

(3) “Reasonable pupil” means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

(s) A pupil shall not be suspended or expelled for any of the acts enumerated in this section unless the act is related to a school activity or school attendance occurring within a school under the jurisdiction of the superintendent of the school district or principal or occurring within any other school district. A pupil may be suspended or expelled for acts that are enumerated in this section and related to a school activity or school attendance that occur at any time, including, but not limited to, any of the following:

(1) While on school grounds.

(2) While going to or coming from school.
(3) During the lunch period whether on or off the campus.

(4) During, or while going to or coming from, a school-sponsored activity.

(t) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, pursuant to this section, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (a).

(u) As used in this section, “school property” includes, but is not limited to, electronic files and databases.

(v) For a pupil subject to discipline under this section, a superintendent of the school district or principal may use his or her discretion to provide alternatives to suspension or expulsion that are age appropriate and designed to address and correct the pupil’s specific misbehavior as specified in Section 48900.5.

(w) It is the intent of the Legislature that alternatives to suspension or expulsion be imposed against a pupil who is truant, tardy, or otherwise absent from school activities.

(Amended by Stats. 2018, Ch. 32, Sec. 49. (AB 1808) Effective June 27, 2018.)

* More specific explanations of these codes can be found on the following website:
  http://leginfo.legislature.ca.gov/

CONSEQUENCES FOR SUSPENDABLE OFFENSES

A student is ineligible to practice or participate in any way on an athletic team while suspended from school.

A student athlete suspended from school for an offence resulting in less than a three-day suspension will be removed from athletic participation for no less than 20% of competitive scheduled contests. The student is required to attend all meetings, sessions and practices and must participate in every group/team activity, but may not compete, miss any part of the school day or travel with the team.

A student athlete suspended from school for an offence resulting in a suspension of three days or more will be removed from athletic participation for no less than 6 weeks of competitive scheduled contests. The student is required to attend all meetings, sessions and practices and must participate in every group/team activity, but may not compete, miss any part of the school day or travel with the team.

BULLYING, HARASSMENT AND HAZING POLICY

Durham Unified School District believes that all students have a right to a safe and healthy school environment. The district, schools, and community have an obligation to promote mutual respect, tolerance, and acceptance.

Students will not engage in cyber-bullying, participate in sending or creating inappropriate cyber images or be seen in an inappropriate cyber image/social media.

Durham Unified School District will not tolerate behavior that infringes on the safety of any student. A student shall not intimidate or harass another student through words or actions. Such behavior includes: direct physical contact, such as hitting or shoving (i.e., fight club); verbal assaults, such as teasing or name-calling; and social isolation or manipulation. This includes cyber-bullying, threatening or harassing another student through any social networking site or electronic media device (i.e., texting, sexting, cyber imaging).
HAZING:

Events have made it necessary to clarify and articulate the policies regarding HAZING. As defined by the California Education Code, HAZING includes any method of initiation or pre-initiation into a student organization or any pastime or amusement engaged in with respect to such an organization which causes, or is likely to cause, bodily danger, physical harm, or personal degradation or disgrace resulting in physical or mental harm to any student or other person attending any school, but the term “hazing” does not include customary athletic events or other similar contests or competitions.

Durham Unified School District expects students and/or staff to immediately report incidents of bullying to the Principal or designee.

BAN ON USE OF ANDROGENIC/ANABOLIC STEROIDS:

Student athletes, participants in extra-curricular activities and their parents, legal guardians/caregivers agree that the student shall not use androgenic/anabolic steroids without the written prescription of a fully licensed physician (as recognized by the AMA) to treat a medical condition. Student athletes and their parents, legal guardians/caregivers also recognize that under CIF bylaw 200.D, there could be penalties for false or fraudulent information. Student athletes and their parents, legal guardians/caregivers also understand that District policy regarding the use of illegal drugs will be enforced for any violations of these rules.

STUDENTS IN “GOOD STANDING”:

HONOR CODE:

Student athletes understand that they represent Durham Unified School District and Durham High School. Student behavior, whether directly connected to a sport or not, can affect the student’s privilege of representing Durham Unified School District & Durham High School. Proven conduct unbecoming someone representing the district may result in suspension from the sport/activity and loss of eligibility.

DRUG TESTING:

Students involved in athletics may be subject to random drug testing as per the District Drug Testing Policy.
ATHLETIC CLEARANCE:
1. Every student wishing to participate in a sport at Durham High School must have on file with his/her coach an Athletic Packet. The student and his/her parents or guardians must complete all the questions and have the required signatures before turning the form into the coach. This packet includes the following clearances:
   a. Health Examination Form (Physical Form, updated every year)
   b. Assumption of Risk-Consent to treat
   c. Emergency information
   d. Insurance verifications
   e. Concussion Form
   f. Code of Conduct
   g. Cardiac Arrest
   h. Athlete and Parent/Guardian attendance at each preseason meeting

2. The athlete must have a yearly physical from a qualified physician who will complete the health examination portion of the Athletic Packets.

3. Athletic Packets are available on line on the Durham High website or in the main office at Durham High School.

4. The completed forms must be given to the coach and the head coach to meet with Athletic Director/Principal when all forms are collected to determine eligibility.

Any questions, comments or concerns about the above student athlete handbook should be directed to the Athletic Director.

Thank you for all of your support. We are looking forward to another great year in Athletics!

GO TROJANS!!!

Amy HilQuist (Athletic Director – DHS)
Email: ahilquist@durhamunified.org
I have read and understand this Student Code of Conduct for Athletic Participation and recognize that a violation of Durham Unified School District rules will result in the consequences as stated.

PLEASE SIGN AND RETURN TO THE ATHLETIC DIRECTOR BEFORE PARTICIPATION IN ANY SPORT ACTIVITIES.

Print Name of Parent/Guardian  Signature of Parent/Guardian  Date

Print Name of Student  Signature of Student  Date

**Have you ever attended another high school? Yes____  No____ If yes, what high school or high schools did you attend, what year(s), name of coach(s) and sport(s):

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________
# VOLLEYBALL 2019

<table>
<thead>
<tr>
<th>DATE</th>
<th>DAY</th>
<th>OPPONENT</th>
<th>PLACE</th>
<th>TIME</th>
<th>RELEASE</th>
<th>DEPART</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/10</td>
<td>Sat</td>
<td>F/S Jamboree</td>
<td>Colusa</td>
<td>TBA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8/10</td>
<td>Sat</td>
<td>Var Scrimmage</td>
<td>PV</td>
<td>9:00am</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8/14</td>
<td>Wed</td>
<td>Butte College Jamboree</td>
<td>BC</td>
<td>4pm</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8/24</td>
<td>Sat</td>
<td>Varsity Tournament</td>
<td>Durham</td>
<td>TBA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8/27</td>
<td>Tues</td>
<td>Maxwell</td>
<td>Durham</td>
<td>5:30/7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8/29</td>
<td>Thurs</td>
<td>Live Oak</td>
<td>Live Oak</td>
<td>5:30/6:30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9/3</td>
<td>Tues</td>
<td>Gridley</td>
<td>Durham</td>
<td>6:00/7:00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9/5</td>
<td>Thurs</td>
<td>Bear River</td>
<td>Bear River</td>
<td>5:30/7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9/10</td>
<td>Tues</td>
<td>Orland</td>
<td>Durham</td>
<td>5:30/6:30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9/12</td>
<td>Thurs</td>
<td>Paradise</td>
<td>Paradise</td>
<td>5:00/6:00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9/13-9/14</td>
<td>Fri-Sat</td>
<td>Var Red Bluff</td>
<td>Red Bluff</td>
<td>5:00/6:00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9/14</td>
<td>Sat</td>
<td>F/S Red Bluff</td>
<td>Red Bluff</td>
<td>5:30/6:30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9/17</td>
<td>Tues</td>
<td>Quincy</td>
<td>Quincy</td>
<td>5:00/6:00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9/19</td>
<td>Thurs</td>
<td>Oroville</td>
<td>Durham</td>
<td>5:30/6:30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9/26</td>
<td>Thurs</td>
<td>East Nic</td>
<td>East Nic</td>
<td>5:30/6:30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9/30</td>
<td>Mon</td>
<td>Colusa</td>
<td>Durham</td>
<td>5/6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10/1</td>
<td>Tues</td>
<td>Williams</td>
<td>Durham</td>
<td>5:30/7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10/3</td>
<td>Thurs</td>
<td>Hamilton</td>
<td>Durham</td>
<td>5:30/7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10/8</td>
<td>Tues</td>
<td>Williams</td>
<td>Williams</td>
<td>5:30/7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10/10</td>
<td>Thurs</td>
<td>East Nic</td>
<td>Durham</td>
<td>5:30/7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10/15</td>
<td>Tues</td>
<td>Hamilton</td>
<td>Hamilton</td>
<td>5:30/6:30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10/17</td>
<td>Thurs</td>
<td>East Nic</td>
<td>East Nic</td>
<td>5:30/7</td>
<td>2:50 PM</td>
<td></td>
</tr>
<tr>
<td>10/22</td>
<td>Tues</td>
<td>Hamilton</td>
<td>Durham</td>
<td>5:30/6:30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10/24</td>
<td>Thurs</td>
<td>Williams</td>
<td>Williams</td>
<td>5:30/6:30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oct. 29, 31, Nov. 5.</td>
<td></td>
<td>Playoffs</td>
<td>TBA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nov. 9th</td>
<td>Sat</td>
<td>Section Finals</td>
<td>Red Bluff HS</td>
<td>TBA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Varsity Head Coach: Rob Poblano
Assistant Coaches: Shelinda Bryant
Frosh/Soph Head Coach: Julie Zaring
Athletic Director: Amy Hillquist - dhsathletics10@gmail.com
Principal: Robbin Pedrett
Superintendent: Lloyd Webb
**FOOTBALL 2019**

<table>
<thead>
<tr>
<th>DATE</th>
<th>DAY</th>
<th>OPPONENT</th>
<th>PLACE</th>
<th>TIME</th>
<th>Release</th>
<th>Depart</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/23</td>
<td>FRI</td>
<td>Gridley</td>
<td>Gridley</td>
<td>5:00/7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8/30</td>
<td>FRI</td>
<td>Bradshaw Christian</td>
<td>Durham</td>
<td>5:00/7:30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9/6</td>
<td>FRI</td>
<td>Williams</td>
<td>Williams</td>
<td>5:30/7:30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9/13</td>
<td>FRI</td>
<td>Fort Bragg</td>
<td>Durham</td>
<td>5:00/7:00</td>
<td>DJT Night</td>
<td></td>
</tr>
<tr>
<td>9/20</td>
<td>FRI</td>
<td>Paradise</td>
<td>Durham</td>
<td>5:30/7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9/27</td>
<td>FRI</td>
<td>BYE</td>
<td>Esparto</td>
<td>5:30/7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10/4</td>
<td>FRI</td>
<td>*Esparto</td>
<td>Esparto</td>
<td>5:30/7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10/11</td>
<td>FRI</td>
<td>*Colusa</td>
<td>Durham</td>
<td>5:30/7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10/18</td>
<td>FRI</td>
<td>*Live Oak</td>
<td>Live Oak</td>
<td>5:30/7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10/25</td>
<td>FRI</td>
<td>*Willows</td>
<td>Durham</td>
<td>5:30/7</td>
<td>Homecoming</td>
<td></td>
</tr>
<tr>
<td>11/1</td>
<td>FRI</td>
<td>*Winters</td>
<td>Winters</td>
<td>5:30/7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11/8</td>
<td>FRI</td>
<td>*Pierce</td>
<td>Durham</td>
<td>5:30/7</td>
<td>Senior Night</td>
<td></td>
</tr>
<tr>
<td>11/15</td>
<td>Fri</td>
<td>NSCIF Playoffs</td>
<td>TBA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11/22</td>
<td>Fri</td>
<td>NSCIF Playoffs</td>
<td>TBA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11/27</td>
<td>Wed</td>
<td>NSCIF Playoffs</td>
<td>TBA</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Varsity Head Coach: Brev Creech
Frosh/Soph Head Coach: Jason Slightom
Assistant Coaches: Alex Hernandez, Victor Cortez and Ken Hodson

Athletic Director: Amy HilQuist - dhsathletics10@gmail.com
Principal: Robbin Pedrett
Superintendent: Lloyd Webb
# Swimming 2019

<table>
<thead>
<tr>
<th>DATE</th>
<th>DAY</th>
<th>Opponent</th>
<th>Place</th>
<th>Time</th>
<th>Release</th>
<th>Depart</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/4</td>
<td>Wed</td>
<td>BVL - 1</td>
<td>Orland</td>
<td>2:00pm</td>
<td>12:30 PM</td>
<td>12:45 PM</td>
</tr>
<tr>
<td>9/11</td>
<td>Wed</td>
<td>BVL - 2</td>
<td>Sutter</td>
<td>3:30pm</td>
<td>2:15 PM</td>
<td>2:25 PM</td>
</tr>
<tr>
<td>9/18</td>
<td>Wed</td>
<td>BVL - 3</td>
<td>Durham</td>
<td>3:30pm</td>
<td>2:15 PM</td>
<td>2:25 PM</td>
</tr>
<tr>
<td>9/27-9/28</td>
<td>Fri-Sat</td>
<td>Nor-Cal Invitationals</td>
<td>Anderson</td>
<td>TBA</td>
<td>TBA</td>
<td>8:00 AM</td>
</tr>
<tr>
<td>10/2</td>
<td>Wed</td>
<td>BVL All Teams</td>
<td>Winters</td>
<td>2:30pm</td>
<td>2:15 PM</td>
<td>2:25 PM</td>
</tr>
<tr>
<td>10/9</td>
<td>Wed</td>
<td>BVL - All Teams (Senior Night)</td>
<td>Durham</td>
<td>3:30pm</td>
<td>2:15 PM</td>
<td>2:25 PM</td>
</tr>
<tr>
<td>10/23</td>
<td>Wed</td>
<td>BVL Championships</td>
<td>Durham</td>
<td>1:00pm</td>
<td>11:45 AM</td>
<td>12:00 PM</td>
</tr>
<tr>
<td>10/30</td>
<td>Wed</td>
<td>D2 Championships</td>
<td>West Valley</td>
<td>TBA</td>
<td>TBA</td>
<td>TBA</td>
</tr>
<tr>
<td>11/2</td>
<td>Sat</td>
<td>NSCIF Masters</td>
<td>Shasta College</td>
<td>TBA</td>
<td>TBA</td>
<td>TBA</td>
</tr>
</tbody>
</table>

1. Gridley, Mercy, Orland, Oroville/Las Plumas, Paradise, Sutter, Willows, Winters
2. Paradise, Gridley, Willows, Sutter
3. Mercy, Willows, Sutter, Winters

Varsity Head Coach: Gina Schweitzer
Assistant Coaches: Brian Clark

Athletic Director: Amy HilQuist - dhsathletics10@gmail.com
Principal: Robbin Pedrett
Superintendent: Lloyd Webb
<table>
<thead>
<tr>
<th>DATE</th>
<th>DAY</th>
<th>OPPONENT</th>
<th>PLACE</th>
<th>TIME</th>
<th>RELEASE</th>
<th>DEPART</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/30</td>
<td>FRI</td>
<td>Reed Invite</td>
<td>Nevada</td>
<td>3:00pm</td>
<td>10:45am</td>
<td>11:00am</td>
</tr>
<tr>
<td>9/4</td>
<td>WED</td>
<td>MVL</td>
<td>Redding</td>
<td>4:00pm</td>
<td>12:45pm</td>
<td>1:00pm</td>
</tr>
<tr>
<td>9/6</td>
<td>FRI</td>
<td>LP Invite</td>
<td>Oroville</td>
<td>10:00am</td>
<td>8:35am</td>
<td>8:45am</td>
</tr>
<tr>
<td>9/11</td>
<td>WED</td>
<td>MVL</td>
<td>Williams</td>
<td>4:00pm</td>
<td>1:15pm</td>
<td>1:25pm</td>
</tr>
<tr>
<td>9/13</td>
<td>FRI</td>
<td>Mt. Shasta Invite</td>
<td>Mt. Shasta</td>
<td>2:00pm</td>
<td>9:25am</td>
<td>9:35am</td>
</tr>
<tr>
<td>9/18</td>
<td>WED</td>
<td>MVL</td>
<td>Hamilton</td>
<td>4:00pm</td>
<td>1:15pm</td>
<td>1:25pm</td>
</tr>
<tr>
<td>9/25</td>
<td>WED</td>
<td>MVL</td>
<td>Orland</td>
<td>4:00pm</td>
<td>1:15pm</td>
<td>TBA</td>
</tr>
<tr>
<td>9/28</td>
<td>SAT</td>
<td>State of Jefferson</td>
<td>Oregon</td>
<td>TBA</td>
<td>TBA</td>
<td>TBA</td>
</tr>
<tr>
<td>10/2</td>
<td>WED</td>
<td>MVL</td>
<td>Pierce</td>
<td>4:00pm</td>
<td>1:35pm</td>
<td>1:35pm</td>
</tr>
<tr>
<td>10/4</td>
<td>FRI</td>
<td>West Valley Invite</td>
<td>Cottonwood</td>
<td>4:00pm</td>
<td>12:45pm</td>
<td>12:55pm</td>
</tr>
<tr>
<td><strong>10/9</strong></td>
<td><strong>WED</strong></td>
<td><strong>MVL</strong></td>
<td>Oroville</td>
<td><strong>4:00pm</strong></td>
<td><strong>1:15pm</strong></td>
<td><strong>2:15pm</strong></td>
</tr>
<tr>
<td>10/16</td>
<td>FRI</td>
<td>MVL</td>
<td>Colusa</td>
<td>4:00pm</td>
<td>1:15pm</td>
<td>1:25pm</td>
</tr>
<tr>
<td>10/18</td>
<td>WED</td>
<td>Chico Invite</td>
<td>Chico</td>
<td>2:00pm</td>
<td>12:35pm</td>
<td>12:45pm</td>
</tr>
<tr>
<td>11/7</td>
<td>THURS</td>
<td>MVL Championships</td>
<td>Oroville</td>
<td>11:00am</td>
<td>8:35am</td>
<td>8:45am</td>
</tr>
<tr>
<td>11/14</td>
<td>THURS</td>
<td>Northen Sections</td>
<td>Cottonwood</td>
<td>2:00pm</td>
<td>11:00am</td>
<td>11:15am</td>
</tr>
<tr>
<td>11/29</td>
<td>SAT</td>
<td>State Championships</td>
<td>Fresno</td>
<td>TBA</td>
<td>TBA</td>
<td>TBA</td>
</tr>
</tbody>
</table>

Varsity Head Coach: Mark Chavez  
Assistant Coaches: Bryan Schaeke  

Athletic Director: Amy Hillquist - dhsathletics10@gmail.com  
Principal: Robbin Pedrett  
Superintendent: Lloyd Webb
**SUBJECT:** Consolidated Application

**PREPARER:** RJ Anderson, Assistant Superintendent of Business and Operations

<table>
<thead>
<tr>
<th>RECOMMENDATION</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ Approve</td>
<td>☐ Do Not Approve</td>
<td></td>
</tr>
<tr>
<td>☐ Accept</td>
<td>☐ Discuss</td>
<td></td>
</tr>
<tr>
<td>☐ Information Only</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Approve submission of the 2019-20 Consolidated Application submitted to the CDE. – See attached application.
2019-20 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at https://www.cde.ca.gov/fg/aa/co/ca19assurancestoc.asp.

CDE Program Contact:
Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

<table>
<thead>
<tr>
<th>Authorized Representative's Full Name</th>
<th>Robert Anderson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Representative's Signature</td>
<td>Assistant Superintendent of Business and Operations</td>
</tr>
<tr>
<td>Authorized Representative's Title</td>
<td>06/28/2019</td>
</tr>
<tr>
<td>Authorized Representative's Signature Date</td>
<td></td>
</tr>
</tbody>
</table>

***Warning***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.
2019-20 Protected Prayer Certification

ESSA Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:
Franco Rozic, Title I Monitoring and Support Office, frozic@cde.ca.gov, 916-319-0269

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

<table>
<thead>
<tr>
<th>The authorized representative agrees to the above statement</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Representative's Full Name</td>
<td>Lloyd Webb</td>
</tr>
<tr>
<td>Authorized Representative's Title</td>
<td>Superintendent</td>
</tr>
<tr>
<td>Authorized Representative's Signature Date</td>
<td>06/26/2019</td>
</tr>
<tr>
<td>Comment</td>
<td>If the LEA is not able to certify at this time, then an explanation must be provided in the Comment field. (Maximum 500 characters)</td>
</tr>
</tbody>
</table>
2019-20 LCAP Federal Addendum Certification

CDE Program Contact:
Local Agency Systems Support Office, LCFF@cde.ca.gov, 916-323-5233

To receive funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to apply for funds, the LEA must certify that the 2017/18–2019/20 LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification the LEA is agreeing to submit the LCAP Federal Addendum that has been approved by the local governing board or governing body of the LEA to the California Department of Education (CDE), and acknowledging that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

<table>
<thead>
<tr>
<th>County Offices of Education and School Districts Enter the original approval date of the county office of education or school district 2017/18–2019/20 LCAP</th>
<th>06/26/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Note: For districts, the date should be the day your county office of education (COE) approved your 2017/18–2019/20 LCAP. For COEs, it should be the date the CDE approved your 2017/18–2019/20 LCAP.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Charter Schools Enter the adoption date of the charter school LCAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Representative's Full Name</td>
</tr>
<tr>
<td>Authorized Representative's Title</td>
</tr>
</tbody>
</table>

***Warning***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.
2019-20 Application for Funding

CDE Program Contact:
Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board: 08/21/2019

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

<table>
<thead>
<tr>
<th>DELAC representative's full name</th>
<th>Lisa Atlas</th>
</tr>
</thead>
<tbody>
<tr>
<td>(non-LEA employee)</td>
<td></td>
</tr>
<tr>
<td>DELAC review date</td>
<td>06/26/2019</td>
</tr>
<tr>
<td>Meeting minutes web address</td>
<td><a href="http://www.durhamunified.org/Resources/English-Language-learners/index.html">http://www.durhamunified.org/Resources/English-Language-learners/index.html</a></td>
</tr>
</tbody>
</table>

Please enter the web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.

<table>
<thead>
<tr>
<th>DELAC comment</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)</td>
<td></td>
</tr>
</tbody>
</table>

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

<table>
<thead>
<tr>
<th>Title I, Part A (Basic Grant)</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>ESSA Sec. 1111 et seq.</td>
<td></td>
</tr>
<tr>
<td>SACS 3010</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title II, Part A (Supporting Effective Instruction)</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>ESEA Sec. 2104</td>
<td></td>
</tr>
<tr>
<td>SACS 4035</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title III English Learner</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>ESEA Sec. 3102</td>
<td></td>
</tr>
<tr>
<td>SACS 4203</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title III Immigrant</th>
<th>No</th>
</tr>
</thead>
</table>

***Warning***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.
2019-20 Application for Funding

CDE Program Contact:
Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

| ESEA Sec. 3102 |  |
| SACS 4201 |  |
| **Title IV, Part A (Student Support)** |  |
| ESSA Sec. 1112(b) |  |
| SACS 4127 |  |

Your notes:

***Warning***
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.
2019-20 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:
John Miles, Financial Accountability and Info Srv Office, jmiles@cde.ca.gov, 916-445-7289

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate. Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at https://www.cde.ca.gov/fg/ac/sa/.

<table>
<thead>
<tr>
<th>2019-20 Request for authorization</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system</td>
<td></td>
</tr>
<tr>
<td>(Maximum 500 characters)</td>
<td></td>
</tr>
</tbody>
</table>

***Warning***
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

Report Date: 8/13/2019
Durham Unified School District

Fund Raising Request Form

All fund raising projects/activities are to be approved by the school principal or the Board of Education at least one month prior to initiating the project/activity. The principal/designee shall maintain a written financial record of each approved fund raising project/activity. Funds generated from the projects/activities shall be deposited in the Associated Student Body account, PTS account, Boosters account, or in the appropriate District account.

School: DES
Club or Organization: PTS
Advisor/President: Nicole Landon

Purpose of the fund raising project/activity:
Funds For Students

Financial Goal of the project:

| Minor: Estimated Gross | Estimated Net
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$15,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Major: Estimated Gross</th>
<th>Estimated Net</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Nature of project/activity (i.e., car wash):
Cookie Dough Sales

Beginning/ending date(s) and times if appropriate of proposed fund raising project(s)/activity(ies):
Beginning: Sept 2019   Ending: Dec 2019

Location: DES

Number of students to be involved: All DES

Date: 7/25/19
Organization Officer’s Signature

Date: 7/25/19
Advisor’s Signature (if applicable)

Date: 7/25/19
Principal’s Signature

Date: 7/25/19
Student Body President’s Signature

Date: 7-25-19
Superintendent’s Signature (if required)

White: Club       Yellow: File       Pink: ASB Files
<table>
<thead>
<tr>
<th>Time</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
</tr>
</thead>
<tbody>
<tr>
<td>8:00-9:00</td>
<td><strong>Break</strong></td>
<td></td>
<td><strong>Break</strong></td>
<td><strong>Break</strong></td>
<td><strong>Break</strong></td>
</tr>
<tr>
<td>9:00-10:00</td>
<td><strong>Math 2</strong></td>
<td><strong>Math 2</strong></td>
<td></td>
<td></td>
<td><strong>Math 2</strong></td>
</tr>
<tr>
<td>10:00-11:00</td>
<td><strong>Math 3/4</strong></td>
<td><strong>Math 5/6</strong></td>
<td></td>
<td></td>
<td><strong>Math 5/6</strong></td>
</tr>
<tr>
<td>11:00-12:00</td>
<td><strong>Math 7/8</strong></td>
<td><strong>Math 9/10</strong></td>
<td></td>
<td></td>
<td><strong>Math 9/10</strong></td>
</tr>
<tr>
<td>12:00-1:00</td>
<td><strong>Math Lab</strong></td>
<td><strong>Science 8</strong></td>
<td></td>
<td></td>
<td><strong>Science 8</strong></td>
</tr>
<tr>
<td>1:00-2:00</td>
<td><strong>Social Studies</strong></td>
<td><strong>Social Studies</strong></td>
<td></td>
<td></td>
<td><strong>Social Studies</strong></td>
</tr>
<tr>
<td>2:00-3:00</td>
<td><strong>Science 8</strong></td>
<td><strong>Science 8</strong></td>
<td></td>
<td></td>
<td><strong>Science 8</strong></td>
</tr>
</tbody>
</table>

**Classes Offered:**
- Math 2, 3/4, 5/6, 7/8, 9/10, Lab
- Science 8, Social Studies

**Notes:**
- All classes are held in the main building.
- **Break**时间段 is reserved for lunch.
The District will need to hire officials for all home games for this Volleyball season due to a disagreement between the officials union and CIF.

Action item: Allow the Superintendent and Assistant Superintendent of Business and Operations to pursue hiring of officials to officiate Volleyball games.
AGREEMENT

FOR

ARCHITECTURAL SERVICES

BETWEEN

DURHAM UNIFIED SCHOOL DISTRICT

AND

BCA ARCHITECTS

JUNE 26, 2019

DURHAM UNIFIED SCHOOL DISTRICT
9420 Putney Drive
Durham, California 95938
# TABLE OF CONTENTS

**ARTICLE 1 - DEFINITIONS** ........................................................................................................... 2

**ARTICLE 2 - RETENTION OF ARCHITECT; STANDARD OF CARE** ........................................... 3

**ARTICLE 3 - DESCRIPTION OF PROJECT** .................................................................................. 4

**ARTICLE 4 - COMPENSATION** .................................................................................................... 4

**ARTICLE 5 - BASIC SERVICES TO BE RENDERED BY ARCHITECT** ........................................... 6

**ARTICLE 6 - ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT** .............................. 18

**ARTICLE 7 - RESPONSIBILITIES OF DISTRICT** ......................................................................... 19

**ARTICLE 8 - PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE** .............................. 20

**ARTICLE 9 - WORKER'S COMPENSATION INSURANCE** .............................................................. 22

**ARTICLE 10 - ERRORS AND OMISSIONS INSURANCE** .............................................................. 22

**ARTICLE 11 - COMPLIANCE WITH LAWS** ............................................................................... 24

**ARTICLE 12 - TERMINATION OF AGREEMENT** ......................................................................... 23

**ARTICLE 13 - ARCHITECT AN INDEPENDENT CONTRACTOR** ................................................... 25

**ARTICLE 14 - STANDARDIZED MANUFACTURED ITEMS** .......................................................... 26

**ARTICLE 15 - OWNERSHIP OF DOCUMENT** .............................................................................. 25

**ARTICLE 16 - LICENSING OF INTELLECTUAL PROPERTY** ......................................................... 26

**ARTICLE 17 - ACCOUNTING RECORDS OF ARCHITECT** ......................................................... 28

**ARTICLE 18 - INDEMNITY** ......................................................................................................... 28

**ARTICLE 19 - TIME SCHEDULE** ............................................................................................... 29

**ARTICLE 20 - MISCELLANEOUS PROVISIONS** ......................................................................... 29
AGREEMENT
FOR
ARCHITECTURAL SERVICES

This Agreement for Architectural Services ("Agreement") is between the Durham Unified School District, a California public school district (the "District"), and Bunton, Clifford & Associates (dba BCA Architects), license number C30345 (the "Architect"), with respect to the following recitals:

A. District proposes to undertake a facilities needs assessment and construction of improvement projects that require the services of a duly qualified and licensed architect.

B. Architect represents that Architect is licensed to provide architectural services in the State of California and is specially qualified to provide the services required by the District, specifically the design and construction oversight of public school projects.

C. The Parties have negotiated the terms under which Architect will provide such services and reduce such terms to writing by this Agreement. As each Project arises, the District and Architect shall fully execute and approve an addendum to this Agreement in the form of *Exhibit B.*

The Parties therefore agree as set forth above and as follows:

ARTICLE 1
DEFINITIONS

1.1 Additional Services. "Additional Services" shall mean those services in addition to the Basic Services that are provided by Architect and authorized in writing by the District, and as further defined in Article 6 below.

1.2 Agreement. "Agreement" shall mean this Agreement for Architectural Services.


1.4 Basic Services. Architect's Basic Services consist of the design services, including structural, mechanical, and electrical engineering services, normally required to complete the Project, as further defined in Article 5.

1.5 Contract Documents. "Contract Documents" shall mean those documents which are required for the actual construction of the Project, including but not limited to the Agreement between Owner and Contractor, complete working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work.

1.6 Contractor. "Contractor" shall mean one or more contractors ultimately selected by the
District to perform work on the Project or any replacement.

1.7 **District.** "District" shall mean the Durham Unified School District, and its governing board and members thereof, officers, employees, agents and authorized representatives.

1.8 **Project.** "Project" shall mean the conditions and needs assessment described herein, as well as each work of improvement added by an amendment in the form of Exhibit B, as described in Article 3 and the design and construction thereof, including the Architect's services thereon, as described in this Agreement.

1.9 **Project Construction Cost.** "Project Construction Cost" shall mean the estimate of total construction costs to the District as initially submitted by the Architect under this Agreement and accepted by the District, as subsequently revised by changes to the Project Construction Cost under Article 5 of this Agreement, and as subsequently revised at the time the District enters a construction contract to equal the construction contract amount and upon approval of change orders but shall exclude any costs of construction or corrective work that is caused by Architect's Wrongful Acts or Omissions.

1.10 **Wrongful Acts or Omissions.** "Wrongful Acts or Omissions” shall mean Architect’s acts or omissions in breach of this Agreement, the applicable standard of care, or law.

**ARTICLE 2**  
**RETENTION OF ARCHITECT; STANDARD OF CARE**

2.1 District retains Architect to perform, and Architect agrees to provide to District, for the consideration and upon the terms and conditions set forth below, the architectural and engineering services specified in this Agreement and subsequent amendments for each Project, and related incidental services. The Architect agrees to perform such services as expeditiously as is consistent with professional skill and care and the orderly progress of each such Project. All services for a Project performed by the Architect under and required by this Agreement shall be performed (a) in compliance with this Agreement and subsequent amendments for such Project, and (b) in a manner consistent with the level of care and skill ordinarily exercised by architects in the same discipline, on similar projects in California with similar complexity and with similar agreements, who are specially qualified to provide the services required by the District; and all such services shall be conducted in conformance to, and compliance with, all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act ("ADA"). Architect shall be responsible for the completeness and accuracy of the plans and specifications.
ARTICLE 3
DESCRIPTION OF PROJECT

3.1 Architect is first providing Needs Assessment Services for the District’s facilities in general per Exhibit A. In addition, each specific Project for which Architect will provide architectural services shall be set forth in the form of Exhibit B to this Agreement, and upon full execution and approval of an amendment in such form it shall amend this Agreement to include such Project, and the Parties’ rights and obligations for that Project shall be governed by this Agreement, except as specifically provided in the amendment for that Project.

ARTICLE 4
COMPENSATION

4.1 Needs Assessment Services.

For the Needs Assessment Services satisfactorily performed under this Agreement for each Project, Architect shall be compensated a lump sum fee of $43,275, plus $4,328 for direct project expenses. Refer to Exhibit A for the Needs Assessment Services scope of work and Fee Worksheet.

4.2 Basic Services for Specific Projects.

For the Basic Services satisfactorily performed under this Agreement for each Project, Architect shall be compensated as provided in the fully executed and approved Exhibit B for that Project. Rather than add a future Project to this Agreement via Exhibit B, District may retain another architect for services on such Project. District is not obligated to use Architect for any or all of its future Projects.

However, Architect will not be compensated for any Basic Services required as a result of Wrongful Acts or Omissions. Architect acknowledges that the amount for Basic Services, above, includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

4.3 Additional Services. Architect may invoice separately for Additional Services if provided by Architect under Article 6, to be paid on an hourly basis using the rates stated in Section 4.8. However, Architect will not be compensated for any Additional Services required as a result of Wrongful Acts or Omissions.

4.4 Expenses
4.4.1 In addition to the Basic Service compensation, the Architect shall be compensated for Direct Project Expenses for each Project as provided in a fully executed and approved Exhibit B, to include costs for phase deliverables as set forth in this Agreement, fax, expense for reproductions for office use by Architect, its consultants and agency submittals, postage, messenger, transportation, long distance communications, mileage, transportation and/or travel costs for site meetings. Direct Project Expenses shall be 10% of the basic service fee amount and shall be paid based upon the percentage of completion basis.

The Direct Project Expense amount does not include the cost of: agency permit fees, District provided documents and information per Article 7, bid phase printing and construction phase printing for the project team members (District, Architect/Engineers, Contractor, Inspectors and Test Labs), which are considered reimbursable expenses if paid for by the Architect. Architect may not charge a mark-up on Reimbursable Expenses.

4.5 For services satisfactorily performed on a Project, payment for Basic Services, Additional Services and Reimbursable Expenses shall be made on a monthly basis after receipt and approval by the District of the Architect's properly documented and submitted invoices. To be “properly documented and submitted,” an invoice shall be timely, be accompanied by all necessary documentation, list all activities performed, and for each activity performed list the person performing it and the person’s rate of compensation. Architect’s invoice shall be submitted within ten (10) days of the end of the monthly billing period. Invoices, receipts and other documentation to establish the validity of all Reimbursable Expenses shall be a prerequisite to District payment of such expenses. If District disputes a portion of a properly submitted invoice, it shall notify Architect of the dispute and, upon Architect’s request, arrange for a meeting to confer about, and potentially resolve, the dispute. Prior to this meeting, Architect shall provide all documentation requested to support disputed portions of a properly submitted invoice. Regardless of any such dispute about an invoice or payment, Architect shall continue to provide all services required by this Agreement and law until the end of the Project, even if District and Architect cannot resolve all such disputes. Payments of undisputed portions of a properly submitted invoice shall be made within 45 days of receipt of the invoice; Architect otherwise waives all rights and remedies under law related to receipt of payment of undisputed amounts.

4.6 The Architect’s compensation for a Project shall be paid notwithstanding a Contractor-caused delay in completion of the Project or reduction of final construction cost by reason of penalties, liquidated damages, or other amounts withheld from the Contractor. However, District may withhold from payments to Architect to the extent that (i) Basic and Additional Services remain to be performed, including but not limited to those required for project closeout and payments to Contractor, and (ii) Wrongful Acts or Omissions caused District to incur damages, losses, liabilities or costs, including but not limited to withholding any amounts for which Architect is responsible under Section 5.7.20.

4.7 Should District cancel a Project under section 12.1 of this Agreement at any time during the performance of this Agreement, Architect shall, upon notice of such cancellation, immediately cease all work under this Agreement. In such event, Architect's total fee for all services performed shall be computed as set forth in Section 12.1.
4.8 District has the right to audit Architect’s records and files regarding, or relating to, any of the work performed by Architect for District on a Project during or after the Project. Architect shall keep complete records showing all hours worked and all costs and charges applicable to its work under this Agreement. Architect will be responsible for Architect’s consultants keeping similar records. District shall be given reasonable access to Architect’s Project-related records and files for audit purposes within ten (10) days of receipt of District’s request. Architect shall keep and maintain those records and files for ten (10) years.

4.9 Architect’s hourly rate schedule for its services is attached as Exhibit C.

4.10 Architect shall not accept compensation or other benefits from other persons related to a Project, including payments from manufacturers of construction materials that are specified in the design.

ARTICLE 5
BASIC SERVICES TO BE RENDERED BY ARCHITECT

5.1 General

5.1.1 Architect's Basic Services consist of (a) the condition and needs assessment services Project described in Section 4.1 of this Agreement, and (b) the design services, including structural, mechanical, and electrical engineering services, normally required to complete the Project that is described in the fully executed and approved amendment to this Agreement for that Project (see Exhibit B). The Basic Services for each Project also include the services described in this Agreement, especially Article 5, below, including, if applicable to the Project, bid package preparation, bid handling, preparation and processing of change orders, requests for information, and other contract administration duties. The District shall have the right to add or delete from the Architect’s scope of services as it may determine is necessary for the best interests of the Project and/or the District. Architect shall expeditiously and diligently perform all of its work and obligations under this Agreement. Architect may not cease, delay or reduce, or threaten to cease, delay or reduce, its performance based on a payment dispute with District under Section 4.4, above. The Architect acknowledges that its priority is to complete the Project and the Architect’s services, and that any payment disputes with the District under Section 4.4, if not resolved during the Project, must wait for resolution after the Project.

5.1.2 The Architect shall review the estimate described more fully below at each phase of Architect’s services, also as defined below. If such estimates are in excess of the District’s Project budget, the Architect, in coordination and communication with District, shall revise the type or quality of construction to come within the budgeted limit.

5.1.3 Whenever the Architect's services include the presentation to the District of Project Construction Cost, the Architect shall include a reasonable amount for contingency costs arising from, among other things, higher bids/construction costs than anticipated, future increase in construction costs, and change orders based on unforeseen site conditions.

5.1.4 The Architect shall notify the District if there are any indicated adjustments in
previously provided Project Construction Cost arising from market fluctuations or approved changes in scope or requirements based upon a mutually agreed upon index.

5.1.5 At the District's request, the Architect and Architect's consultants shall cooperate with District and the District's consultants in verifying that Architect's plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructible and otherwise comply with the Contract Documents. If there are project meetings during the design and construction phases, Architect shall attend those meetings.

5.1.6 The Architect shall investigate existing conditions of facilities and thoroughly account for, and list in the construction documents, any pertinent conditions of such facilities, all in a manner that satisfies the standard of care and level of performance required by this Agreement. Architect's investigation required by this provision shall be limited to non-destructive evaluation.

5.1.7 All personnel provided by Architect shall be qualified to perform the services for which they are providing. Architect shall obtain District's written approval of each employee of Architect who provides services under this Agreement, and written approval of each change of employees who are providing such services. District may, upon ten (10) days' written notice, cause Architect to remove a person from the Project if he/she has failed to perform to District's satisfaction. Should additional employees be required to timely perform all of the services required under this Agreement and/or to avoid delay, Architect shall provide them immediately.

5.1.8 Architect is an agent of District and shall reasonably represent the District at all times in relation to the Project.

5.1.9 Architect shall be fully licensed as required by law at all times when providing services under this Agreement.

5.2 Consultants

5.2.1 Architect's Consultants. The Architect shall employ or retain at Architect's own expense, the basic service engineers and additional service engineers and consultants necessary to Architect's performance of this Agreement and licensed to practice in their respective professions in the State of California. Engineers and consultants retained or employed by Architect for this Project shall be approved by District prior to their commencement of work. The Architect's consultants shall be employed or retained to provide assistance during all aspects of the Project and will include, in addition to design services: review of schedules, shop drawings, samples, submittals, and requests for information. The Architect's Consultants shall also conduct periodic inspections of the site to determine conformance with the Project design and specifications and shall participate in the final inspections and development of any "punch list" items. Architect must disclose to District all such consultants employed or retained, and the compensation paid to those retained.

5.2.2 District's Consultants. Architect shall confer and cooperate with consultants retained by District as may be requested by District or as reasonably necessary. District may retain a construction manager to assist District in performance of District's duties for the Project.
5.2.3 Survey. The Architect shall procure a certified survey of the site if required, including grades and lines of streets, alleys, pavements, adjoining properties and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the building site, locations, dimensions and floor elevations of existing buildings, other improvements and trees; and full information as to available utility services and lines, both public and private above and below grade, including inverts and depths. All the information on the survey customarily referenced to a project benchmark shall be referenced to a Project benchmark. The cost of any such survey shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the survey.

5.2.4 Tests. Architect shall procure chemical, mechanical or other tests required for proper design, tests for hazardous materials and borings or test pits necessary for determining subsoil conditions. The cost of any such tests shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the testing.

5.2.5 Funding. Architect shall assist the District and its consultants to apply for funding for the Project from the State Allocation Board. Architect shall be responsible for all submittals required of the Architect by the Division of the State Architect (“DSA”), OPSC and California Department of Education in connection therewith.

5.3 Schematic Design Phase

5.3.1 The Architect shall review all information concerning the Project delivered or communicated by the District to the Architect to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the District.

5.3.2 The Architect shall provide a preliminary evaluation of the District’s Project, schedule and construction budget requirements, each in terms of the other.

5.3.3 The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project.

5.3.4 Based on a mutual understanding of the District’s budget and scope of work requirements, the Architect shall prepare for the District’s governing board’s written approval, schematic design documents, which include but are not limited to, schematic design studies, site utilization plans, a description of the Project showing, among other things, the scale and relationship of the components of the Project, preparation of a written estimated statement of Project Construction Cost and a written schedule for the performance of the work that itemizes constraints and critical path issues. The schematic design documents shall represent a 15% complete design. The Project Construction Cost shall be based on current area, volume and other unit costs, shall conform to District’s total construction cost budget, and shall include reasonable
contingencies for all construction and construction management work. The written schedule shall conform to District's milestone and completion deadline requirements. Nevertheless, Architect is encouraged to make recommendations to District regarding additional benefits that could be realized by increasing the District's total construction cost budget, or by altering the District's completion deadlines. If District incorporates any recommended changes, then Architect shall revise the schematic design documents, including but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary until District's governing board approves them in writing. Architect shall attend, and present at, up to three (3) meetings of the District's governing board as may be necessary to obtain the board's approval of the schematic design documents.

5.3.5 The Architect shall submit to the District a preliminary Project Construction Cost based on current area, volume and other unit costs.

5.4 Design Development Phase

5.4.1 Following District's governing board's written approval of the schematic design documents, including the estimate of Project Construction Cost and schedule, Architect shall provide all necessary architectural and engineering services to prepare design development documents for the District's governing board's written approval, which fix and describe the size and character of the Project and which shall include, but are not limited to, site and floor plans, elevations and other approved drawings and shall outline the specifications of the entire Project as to kind and quality of materials, categories of proposed work such as architectural, structural, mechanical and electrical systems, types of structures and all such other work as may be required. During the design development phase, Architect will keep the Project within all budget and scope constraints set by the District. The design development documents shall represent a 50% complete design. The design development documents shall include an updated Project Construction Cost, and an updated project schedule. The updated Project Construction Cost shall be based on current area, volume and other unit costs. The updated Project Construction Cost shall conform to District's total construction cost budget and shall include reasonable contingencies for all construction and construction management work. The updated project schedule shall conform to District's milestone and completion deadline requirements. Nevertheless, Architect is encouraged to make recommendations to District regarding additional benefits that could be realized by altering the District's total construction cost budget or completion deadlines. If District incorporates any recommended changes or otherwise does not approve the submitted design development documents, then Architect shall revise the design development documents, including but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary until District's governing board approves them in writing. Architect shall attend, and present at, up to three (3) meetings of the District's governing board as may be necessary to obtain the board's approval of the design development documents.

5.4.2 The Architect shall assist the District and its consultants in the preparation and/or modification of the Storm Water Pollution Prevention Plan if any such plan is required for a Project.

5.4.3 Architect shall prepare necessary documents for and oversee the processing of
District’s application for and obtaining of required approvals from the DSA, the OPSC (if applicable), the Department of Education, the State Fire Marshall and other agencies exercising jurisdiction over the Project. Architect shall also be responsible for the preparation and submission of any required applications, notices or certificates to public agencies as required by law. Architect shall provide a copy of all such documents to the District.

5.4.4 The Architect shall advise the District of any adjustments to the preliminary Project Construction Cost.

5.4.5 Architect shall identify areas of construction for which unit pricing shall be required as part of the Contractor's bid.

5.4.6 Architect shall provide at no expense to the District one complete set of preliminary plans for the review and written approval of the District and one set for each public agency having approval authority over such plans for their review and approval at no expense to the District.

5.5 **Contract Documents Phase**

5.5.1 Following the District’s governing board’s written approval of the design development documents, including the Project Construction Cost and construction schedule, the Architect shall prepare Contract Documents for the written approval of District’s governing board consisting of 100% complete working drawings and specifications setting forth the work to be done in detail sufficient for construction, including but not limited to the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work. Architect shall ensure that the drawings and specifications are, among other things, complete, accurate, and coordinated so as to eliminate errors, omissions and conflicts, especially between the work of a (sub) consultant and other (sub)consultants or the Architect; and Architect may not shift its responsibility for completeness, accuracy and coordination to the Contractor, except on a clearly designated design-build project. Architect shall also update the construction schedule and the Project Construction Cost for written approval of District’s governing board. The Contract Documents shall conform to, comply with, and satisfy all applicable federal, state and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act (“ADA”). As part of the Contract Documents, Architect shall prepare an accurate set of drawings indicating dimensions and locations of existing buried utility lines, which shall be included in the bid packages. If the Project is intended to be split into multiple prime contracts, then the Contract Documents shall be structured in order to maximize the ability to create multiple prime bid packages for the Project, and shall identify the bid packages to be created.

5.5.2 Architect shall consult with, and involve, the District in development of the bid documents and bid package, and shall forward them to the District for written approval prior to their use. If the District is using a multiple prime delivery method for the Project with multiple bid packages, then Architect shall consult with and involve the District in identification and development of the bid documents and bid packages, and shall forward them to the District for written approval prior to their use.
5.5.3 Prior to submission of the Contract Documents to DSA for plan check, the Architect shall submit the Contract Documents to the District for an opportunity to review them for various issues, including but not limited to constructability, scheduling, general completeness, clarity, consistency, coordination, cost-effectiveness, value engineering, identification of possible add/delete bid alternatives, time of construction, and suitability for separation of the Project design, plans and specifications into bid packages for various categories and/or portions of the work. However, such review by District is not required and does not affect Architect’s obligations under this Agreement.

5.5.4 After approval by the District’s governing board and any constructability review, the Architect shall submit the Contract Documents to DSA for plan check, and make the necessary corrections to secure DSA approval. At Architect’s expense, Architect shall arrange for the scanning of the DSA approved Contract Documents and for the return of the originals and an electronic copy to DSA.

5.5.5 The Architect shall give the District, at the time of DSA approval of the final form of the Contract Documents, Architect’s final estimate of Project Construction Cost and construction schedule, which shall be given final written approval by District’s governing board along with the Contract Documents. The revised Project Construction Cost shall be based on current area, volume and other unit costs, and on a mutually acceptable recognized building cost index, and shall include a reasonable contingency. In preparing the revised estimate of Project Construction cost and construction schedule for the Contract Documents, the Architect shall consult with, and involve, the District in the process to maximize accuracy and completeness. If the District is intending to enter multiple prime contracts, the Project Construction Cost shall include separate bid estimates for each bid package, plus a reasonable contingency; and the construction schedule shall reflect that multiple contractors will be performing separate bid packages, including a general conditions bid package. The revised Project Construction Cost estimate shall conform to District’s total Project budget, and the revised construction schedule shall conform to District’s milestone and completion deadline requirements. Architect shall attend, and present at, up to three (3) meetings of the District’s governing board as may be necessary to obtain the board’s written approval of the Contract Documents.

5.6 Bidding and Negotiations Phase

5.6.1 Following DSA’s and District’s governing board’s written approval of Contract Documents, and District’s governing board’s written acceptance of Architect’s final estimate of Project Construction Cost and construction schedule, Architect shall continue to work with the District in finalizing the bid documents and bid package, as described in Section 5.5.2, above. Architect shall reproduce the bid documents and bid package in the number requested by the District and distribute them among interested contractors. The cost of bid package reproduction shall be borne by the District. Architect shall also assist the District in obtaining bids, and shall assist the District in evaluating contract proposals or bids and substitutions proposed by contractors, and in awarding the bids. All sets of Contract Documents, not including those for the use of the Architect or its consultants, requested by the District shall be reproduced at District’s expense.
5.6.2 Architect’s estimate of Project Construction Cost at the time of DSA approval of the Contract Documents shall be current as of that date. Should bids be received more than ninety (90) days after the date of that Project Construction Cost, the Architect’s total construction cost shall be escalated by the cost-of-construction in the then current mutually agreed upon recognized building cost index.

5.6.3 Should the lowest responsible and responsive bid received on a bid package exceed Architect’s most recent approved estimate of Project Construction Cost for that bid package (or amount adjusted according to the then current mutually agreed upon recognized building cost index) as accepted by District by more than ten percent (10%), Architect shall, on request by District and as part of Architect's Basic Services, make such changes in the plans and specifications as shall be necessary to bring new bids within ten percent (10%) of such Project Construction Cost. In making such changes, Architect will exercise Architect's best judgment in determining the balance between the size of the Project, the type of construction, and the quality of the construction to achieve a satisfactory project within ten percent (10%) of Architect's Project Construction Cost. To avoid the potential for bids to exceed the estimate by more than 10% at bid opening, the Architect may, when authorized by the District, include in the Contract Documents one or more bid alternatives so that Architect and District may evaluate different means to achieve a satisfactory project within ten percent (10%) of the Architect’s Project Construction Cost. The alternates will either be all deductive alternates or all additive alternates. The Architect shall be compensated for the construction cost of additive bid alternates, whether or not the additive bid alternates are awarded by the District. The additive bid alternate construction cost shall be included within the Exhibit B fee table when calculating the Architect’s basic service fee upon award of the construction contract. If an additive bid alternate is not awarded, the Architect’s basic service fee for the alternate will be through the Bid Phase with the basic service fee through the Bid Phase calculated using the total of the base bid amount plus the bid amounts of all bid alternates.

5.6.4 Either on its own or in cooperation with the District, the Architect shall review the qualifications of all bidders for the construction of the Project, and shall make recommendations to the District as to whether, in the Architect’s professional opinion, a bidder meets the minimum requirements.

5.6.5 If, in the District’s discretion, the District will seek total or partial State funding for the Project, the Architect shall, in addition to the above, assist the District to publish the invitation to bid in the appropriate regional trade papers and publications devoted to Disabled Veteran Business Enterprises. The Architect shall also prepare and submit the appropriate documentation to the OPSC.

5.7 Construction Phase

5.7.1 The construction phase shall begin on the date stated in the official Notice to Proceed.

5.7.2 All instructions to the Contractor shall be forwarded through the Architect unless otherwise directed by the District. The Architect shall advise and consult with the District in the general administration of the Project. The Architect will have authority to act on behalf of the District only to the extent provided in this Agreement, unless District grants additional authority.
in writing.

5.7.3 The Architect shall timely provide District with copies of all of its correspondence with the Contractor.

5.7.4 The Architect shall provide prompt and timely direction to the District, Project inspectors and/or Contractor as to the interpretation of Contract Documents. Architect shall respond to all requests for information ("RFI’s") from a Contractor within fourteen (14) calendar days of receipt, unless the subject of the RFI is impacting, or may impact, the critical path of the Project and is causing, or may cause, delay, in which case the Architect shall respond as soon as reasonably possible, if not immediately. If the Architect is not able to take action within the time required due to reasons beyond Architect’s control, the Architect may take action within a reasonable period of time under the circumstances; however, the Architect shall make such determination within seven (7) calendar days of receipt of the RFI, and shall notify the District and Contractor immediately after such determination with an explanation as to why the Architect cannot take action within the time required, what the Architect is doing to expedite its response, when the Architect expects to be able to issue a response, and what action, if any, should be taken by District or Contractor in the meantime to mitigate delays and/or costs.

5.7.5 Based on information provided by the Contractor and Architect’s own knowledge of the Project (including documents in Architect’s possession or reasonably available to it), Architect shall prepare an accurate set of as-built record drawings indicating dimensions and locations of all work, including but not limited to buried utility lines and mechanical, electrical and plumbing layouts, which shall be forwarded to the District upon completion of the Project. While Architect cannot guarantee precise accuracy of such drawings, Architect shall exercise reasonable care in reviewing such drawings to determine their general compliance with the Contract Documents. Architect shall have no responsibility for their conformity to field conditions, except that in the event that the Architect, consistent with standards of due care, becomes aware of non-conformity with field conditions, Architect shall have a duty immediately to notify the District in writing. Architect shall also assemble and deliver to District all written guarantees, instruction books, operation and maintenance manuals, diagrams, charts and other documents required of Contractor.

5.7.6 The Architect shall be responsible for the preparation and submission of any notifications regarding excavation in areas which are known or suspected to contain subsurface installations under Government Code section 4216, et seq. The Architect may delegate this responsibility to a Contractor if such power to delegate was included in the Contract Documents and bid package, but Architect shall remain responsible for supervising such Contractor to ensure performance of this task. Architect shall provide a copy of all such notifications to the District.

5.7.7 The Architect shall, at all times, have access to the Project wherever it is in preparation and progress. To the extent reasonably possible given Contractor’s work in progress, the District shall provide such access so that the Architect may perform its functions under this Agreement.

5.7.8 In the discharge of its duties of observation and interpretation, the Architect shall require the Contractor to comply with the Contract Documents, and shall guard the District against
defects and deficiencies in the work of the Contractor. The Architect shall advise and consult with the District and inspectors concerning the Contractor's compliance with the Contract Documents and shall assist the District and inspectors in securing the Contractor's compliance.

Architect has the primary responsibility for the Project to coordinate the compliance of all parties, including the District's Inspector of Record/Project Inspector ("IOR"), Contractor, Laboratories, District and Architect itself, with the DSA Construction Oversight Process.

The Architect must comply with the applicable requirements of the DSA Construction Oversight Process, including but not limited to (a) submitting the inspection card request form (DSA 102-IC), (b) providing a verified report (DSA 6-AE) at the completion of each block and section of each inspection card, and (c) coordinating the IOR and laboratories of record, and (d) coordinating with the Owner, Contractor, Laboratories, and the IOR to meet the DSA Construction Oversight Process requirements without delay or added costs to the Project.

The Architect shall be responsible for any additional DSA fees and delay damages related to review of proposed changes to the DSA-approved construction documents, to the extent Architect's negligence, recklessness or willful misconduct caused the additional DSA fees, and for delay damages to the extent required under Section 5.7.20.2 below.

5.7.9 The Architect shall visit the site periodically to maintain familiarity with the quality and progress of the Project, to determine that the Contractor's work substantially complies with all documents, drawings, plans and specifications and that the Project is progressing in substantial accordance with the Contract Documents. Such observations are to be distinguished from the continuous inspection provided by the Project inspector unless Architect has agreed in writing to serve as the District's Project inspector.

5.7.10 The Architect shall notify the District promptly of any significant defect in materials, equipment or workmanship, and of any default by any Contractor in the orderly and timely prosecution of the Project. Architect will exercise reasonable care in the discharge of Architect's obligation to discover significant defects and faults.

5.7.11 The Architect shall review and approve, take exception to, or take other appropriate action upon all schedules, shop drawings, samples and other submissions of the Contractor to determine general conformance with the Project design and specifications as set forth in the Contract Documents. All such action shall be taken within fourteen (14) days of receipt of the submittals, unless the critical path of the Project is impacted in which case Architect shall take such action as soon as possible. If Architect is not able to take such action within the required time due to reasons beyond Architect's control, the Architect may take action within a reasonable period of time under the circumstances; however, the Architect shall make such determination within four (4) calendar days of receipt of the submission, and shall notify the District and Contractor immediately after such determination with an explanation as to why the Architect cannot take action within the time required, what the Architect is doing to expedite its response, when the Architect expects to be able to issue a response, and what action, if any, should be taken by District or Contractor in the meantime to mitigate delays and/or costs. The Architect will have the authority to reject work and materials which do not conform to the Contract Documents. The Architect's
approval of a specific item shall not be an approval of an assembly of which the item is a component. Whenever, in the Architect's reasonable judgment, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the work or materials in accordance with the Contract Documents whether or not such work or materials be then fabricated, installed or completed. The Architect will also recommend substitution of materials or equipment when, in the Architect's reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Contract Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness.

5.7.12 Architect shall assist the District in requiring Contractor to provide assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance.

5.7.13 The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with the work. The Architect shall not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees or of any other persons performing portions of the Project not employed or retained by Architect, unless due to Wrongful Acts or Omissions.

5.7.14 The Architect shall make such regular reports as shall be required by agencies having jurisdiction over the Project and keep the District informed in writing of the progress of the Project.

5.7.15 The Architect will, consistent with standards of due care, make reasonable professional efforts to exclude hazardous materials from new construction. In the event the District or Architect is or becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the Project site ("Hazardous Substances"), or the substantial risk thereof, each shall have a duty immediately to notify the other in writing. The parties recognize, however, that neither Architect nor the District is trained or licensed in the recognition or remediation of Hazardous Substances. When construction is properly completed, Architect shall provide such certification as to Hazardous Substances as is required of Architects for the Projects by the OPSC. Or other governmental agencies

With respect to asbestos and asbestos containing materials on a particular Project, the parties acknowledge that the Architect, upon determining that a consultant is necessary, shall recommend to the District to retain a qualified consultant to evaluate the presence of such materials at the facilities which are included in the scope of the Project. In the event that said consultant recommends a procedure to deal with such materials, said consultant shall have the responsibility to draft specification language for the removal or other remediation of such materials, and subsequently may be required to certify that they have been properly removed or otherwise remediated. Architect shall include, as applicable, District's consultant's recommendations and specifications in the appropriate bid documents for modernization and shall, as part of its Basic Services, coordinate the Architect's designs and
other bid documents consistent therewith.

5.7.16 Based on the Architect’s observations, and an evaluation of each Project Application for Payment, the Architect will estimate the amount of work completed by Contractor, and assist the District in (a) determining the amount owing to the Contractor, and (b) issuing Project Certificates for Payment incorporating such amount, all in accordance with the Contract Documents. The Architect’s estimation of the amount of work completed by Contractor shall constitute representations by the Architect to the District that the quality of the completed work is in accordance with the Contract Documents based upon Architect’s observations of the completed work, and that the Contractor is entitled to payment for the completed work.

5.7.17 Notwithstanding anything else in this Agreement, as a part of its Basic Services the Architect shall assist the District in evaluating and responding to claims, disputes and other matters in question between the Contractor and the District, including but not limited to claims made against the District as a result of alleged or claimed Wrongful Acts or Omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the District at no cost to the District. Architect agrees to toll all statutory periods of limitations for District’s claims, lawsuits or other proceedings against Architect which arise out of, or are related to, any claims by Contractors against District until Contractors’ claims are fully and finally resolved. This tolling period commences upon a Contractor’s initial submission of a notice of claim, change order request or claim. At any time, District may terminate the tolling period effective ten (10) days after written notice to Architect, and after such termination, District may pursue claims, lawsuits or other proceedings against Architect.

5.7.18 The Architect will provide construction advice to the District on apparent deficiencies in construction, both during construction and after acceptance of the Project.

5.7.19 The Architect shall recommend, prepare and process the necessary change orders. Payment of fees to the Architect as a result of change orders shall be handled as follows:

5.7.19.1 District-initiated change orders. If a change order is initiated by the District, the Architect’s fee for services related to such change order shall be paid as an Additional Service under Articles 4 and 6. If a change order is solicited by the District but not subsequently authorized by the District, the Architect shall be paid for time spent on the proposed change order.

5.7.19.2 Change orders due to Architect. When a change order is necessitated as a result of Wrongful Acts or Omissions, the Architect’s services in connection with that change order are not compensable and Architect shall not include those services on any invoice.

5.7.19.3 Change orders beyond District or Architect control. If a change order is necessitated as a result of changes in law, in-field changes required by governing agencies after document approval, unknown, unforeseeable or hidden conditions, or actual conditions inconsistent with available drawings of existing conditions, such change orders shall be handled in the same manner as District-initiated change orders.
5.7.20 Notwithstanding any other provision of this Agreement, in the event a change order is caused by, or necessitated as a result of, Wrongful Acts or Omissions, or the District otherwise incurs costs or damages as a result of Wrongful Acts or Omissions, the Architect shall be responsible for the following:

5.7.20.1 In addition, Architect shall be responsible for any other costs or damages which the District incurs as a result of Wrongful Acts or Omissions, including but not limited to any delay damages the District pays to, or cannot collect from, Contractor or any third party.

The District may back charge, and withhold payment from, the Architect for these costs and damages, and may seek reimbursement from Architect for any amount which exceeds any retention of the contract amount at the time of collection. When District so back charges and withholds, upon Architect’s request District and Architect shall meet and confer in good faith in an effort to reach agreement on (a) whether a Wrongful Act or Omission occurred, (b) whether it caused the change order expense, (c) what damages have been incurred by District, and (d) what portion of the damages are attributable to Architect as described above. If District and Architect do not reach agreement on all four of these items when meeting and conferring, then District and Architect shall use mediation in good faith to resolve the dispute. If mediation fails, then either District or Architect can initiate a court action to resolve the dispute.

5.7.21 The Architect shall provide a color schedule of all finish materials in the Project for the District’s review and approval.

5.7.22 The Architect shall assist District in determining the date of final completion and make a final detailed on-site review of the job with representatives of the District and the Contractor. Architect shall also perform a warranty review with District 30-60 days before one year from the substantial completion date.

5.7.23 The Architect shall assist the District in issuing the final certificate for payment and any other documents required to be recorded by law or generally accepted architectural or construction contract practice upon compliance with the requirements of the Contract Documents, provided that such certification shall not constitute an admission that the Project has been completed in accordance with Contract Documents or in conformance with this Agreement.

5.7.24 Architect shall make reasonable professional efforts so that the finished project complies with all standards imposed by the Americans with Disabilities Act, disability access requirements of the State Building Code and any other laws applicable to disability access. If a court, administrative agency or other trier of fact later determines that Architect has violated any of the above-referenced laws, or District, because of Wrongful Acts or Omissions, has violated any of the above-referenced laws, Architect shall remedy the violation at its own cost. Architect shall indemnify, defend and hold the District harmless under Article 18.1 of this Agreement for any breach of this paragraph due to Architect’s negligence, recklessness or willful misconduct. The Architect shall not be responsible for acts or omissions of the Contractor or of any other persons performing portions of the Project not employed or retained by Architect, nor shall Architect be responsible for any subsequent changes in the law or any regulation applicable to disabled access or any subsequent differing interpretation of the laws or regulations applicable
at the time Architect's design is reviewed by DSA. In the event that the Architect is or becomes aware of possible non-compliance with the foregoing standards, Architect shall have a duty immediately to notify the District in writing of the possible non-compliance.

5.8 Use of Previously Prepared Materials. In the event that there exist previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect, whether supplied by District or by Architect, which are relied upon, altered or otherwise utilized by Architect, Architect shall be responsible for giving appropriate recognition to such other design professionals in any materials prepared by Architect under this Agreement.

ARTICLE 6
ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT

6.1 "Additional Services" shall be provided by Architect on a Project if authorized in writing by District. No additional compensation shall be paid to Architect for performing these Additional Services unless the District and the Architect agree in writing regarding the additional services that Architect is to provide and the amount of compensation for such services prior to such services being rendered. Such compensation shall be paid based on the hourly rates in Section 4.8 and as otherwise set forth in this Agreement. Any work performed by Architect without written authorization OR without written agreement shall be presumed to be Basic Services.

6.2 The following is a list of services that are not included in the Basic Services to be provided under this Agreement for a Project, and will be performed only in accordance with Article 6.1, above:

6.2.1 providing financial feasibility or other special studies;

6.2.2 providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase;

6.2.3 providing coordination of Project performed by separate contractors or by the District's own forces;

6.2.4 providing analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor;

6.2.5 making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the District's approval of Contract Documents or are due to other causes not within the control of the Architect;

6.2.6 providing consultation concerning replacement of any work damaged by fire or other cause during construction of the Project, and furnishing services as may be required in connection
with the replacement of such work;

6.2.7 providing services made necessary by the default of the Contractor;

6.2.8 preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding, other than when resulting from Architect's or its consultants' alleged Wrongful Acts or Omissions;

6.2.9 providing services of consultants for other than the normal architectural, structural, mechanical and electrical engineering services for the Project;

6.2.10 at the District's request, selecting moveable furniture, equipment or articles which are not included in the Contract Documents;

6.2.11 providing services related to change orders requested by the District, but which are not subsequently authorized (see second sentence of Section 5.7.19.1), above; and

6.2.12 providing any other services not otherwise included in this Agreement and not customarily furnished in accordance with generally accepted architectural practice.

6.2.13 preparing multiple sets of bid documents, editing plans and specifications to identify or describe multiple prime bid packages, preparing or reviewing multiple prime bid package scope descriptions and staging and phasing plans, and preparing and administration of multiple prime contracts, including separate change orders, DSA forms, DSA verified reports and DSA close out for more than one prime contract.

6.2.14 providing bid and construction administration services for phased or multiple bid or construction phases.

6.2.15 expense of renderings, models and mock-ups requested by District.

6.2.16 expense for Architect's additional time and effort required to work with program managers or construction managers added to the project team after completion of the Schematic Design phase.

ARTICLE 7
RESPONSIBILITIES OF DISTRICT

It shall be the duty of District to:

7.1 pay all fees required by any reviewing or licensing agency;

7.2 designate a representative authorized to act as a liaison between the Architect and the District in the administration of this Agreement and the Contract Documents;
7.3 furnish, at the District’s expense, the services of a Project Inspector;

7.4 review all documents submitted by the Architect and advise the Architect of decisions thereon within a reasonable time after submission;

7.5 issue appropriate orders to Contractors through the Architect;

7.6 furnish existing soil investigation or geological hazard reports, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect; if there are no existing reports or if the DSA determines any existing soils or geological hazards reports are required to be updated, the cost of the new reports and/or updates shall be borne by the District. Refer to 5.2.3 for surveys.

7.7 furnish the services of a hydrologist or other consultants not routinely provided by the Architect when such services are reasonably required by the scope of the Project and are requested by the Architect;

7.8 provide hazardous materials report for existing buildings, lead and asbestos review and abatement, identifying materials which may qualify for same, and abatement monitoring services;

7.9 furnish available as-built drawings for buildings and utilities systems related to the Project, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by the Architect. The District will also provide information regarding programmatic needs and specific equipment selection data;

7.10 furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by the Architect; and

7.11 furnish prompt notice of any fault or defects in the Project or nonconformance with the Contract Documents of which the District becomes aware. However, the District’s failure to do so shall not relieve the Architect of Architect’s responsibilities under Title 21, Title 24, and the Field Act for the Project and under this Agreement.

ARTICLE 8
PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

8.1 Prior to the commencement of services for each Project under this Agreement, the Architect shall furnish to the District a certificate of insurance, Additional Insured Endorsement and Declarations Page for the period covered by this Agreement, for public liability and property damage with an insurance carrier satisfactory to the District, under forms satisfactory to the District, to protect the Architect and District against loss from liability imposed in relation to such Project for damages (1) on account of bodily or personal injuries, including death, disease and sickness, accidentally suffered or alleged to have been suffered by any person or persons that may be caused directly or indirectly by the performance of this Agreement, and (2) on account of injury to or destruction of property, including the resultant loss of use of the Project or other District

[SR202239] 20
facilities or equipment, resulting from acts of commission or omission by the Architect, or otherwise resulting directly or indirectly from the Architect’s operations in the performance of this Agreement. The District shall be named as an additional insured on all such policies.

8.2 The following insurance shall be maintained by the Architect for each Project in full force and effect during the entire period of performance of such Project, including any extensions, and shall be written, to the extent reasonably available, on an "occurrence" basis: Commercial general liability insurance shall be in amounts not less than Two Million Dollars ($2,000,000) general aggregate, One Million Dollars ($1,000,000) bodily injury, property damage, personal and advertising injury aggregate, with a per occurrence limit of One Million Dollars ($1,000,000); and commercial Automobile liability insurance covering motor vehicles shall be in an amount not less than One Million Dollars ($1,000,000) combined single limit.

8.3 Said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the Declarations Page and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer’s limits of liability. Said insurance shall also include a waiver of any subrogation rights as against the District.

8.4 The Architect’s insurance policies for each Project shall contain a provision for thirty (30) days written notice to the District of cancellation. The Architect shall name, on any policy of insurance required for a Project, the District as an additional insured. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability for a Project shall not be reduced by the existence of such other insurance. Architect shall not commence work on a Project under this Agreement until all required insurance certificates, declarations pages and additional insured endorsements for that Project have been obtained and delivered in duplicate to the District for approval subject to the following requirements. Thereafter Architect shall produce a certified copy of any insurance policy required under this Article upon written request of the District.

8.5 At the time of making application for any extension of time on a Project, Architect shall submit evidence that all required insurance will be in effect during the requested additional period of time.

8.6 If the Architect fails to maintain such insurance for a Project, the District may, but shall not be required to, take out such insurance to cover any damages of the above-mentioned classes for which the District might be held liable during the Project on account of the Architect’s failure to pay such damages, and deduct and retain the amount of the premiums from any sums due the Architect under this Agreement.

8.7 Nothing contained in this Agreement shall be construed as limiting, in any way, the extent to which the Architect may be held responsible for the payment of damages resulting from the
Architect’s operations during a Project.

8.8 Each of Architect’s consultants on a Project shall comply with this Article, and Architect shall include such provisions in its contracts with them.

8.9 Insurance companies providing the above policies on a Project shall be legally authorized, licensed and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All such insurance companies shall have no lower than an “A-, VIII” in Best’s Rating Guide and shall be satisfactory to the District.

8.11 Any failure to maintain any item of the required insurance on a Project may, at District’s sole option, be sufficient cause for termination of this Agreement.

ARTICLE 9
WORKER’S COMPENSATION INSURANCE

9.1 Prior to the commencement of services for each Project under this Agreement, the Architect shall furnish to the District satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out, for the period covered by this Agreement, workers' compensation insurance for each Project with an insurance carrier satisfactory to the District for all persons whom they may employ in carrying out the work contemplated under this Agreement in accordance with the Workers' Compensation Laws of the State of California. All such insurance shall include a waiver of any subrogation rights as against the District. If the Architect employs any engineer, expert, consultant or subcontractor which it did not intend to employ prior to commencement of services, it must furnish such proof of workers' compensation insurance to the District immediately upon employment. Such insurance shall be maintained in full force and effect during the period of any Project covered by this Agreement including any extensions of time. If the Architect is self-insured, the Architect shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District for each Project.

9.2 Prior to the commencement of services for each Project under this Agreement, the Architect shall furnish to the District satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out employer’s liability insurance for that Project with an insurance carrier satisfactory to the District. During the course of Architect’s services, if Architect ever intends to employ additional or different engineers, experts, consultants or subcontractors, before so employing them Architect shall furnish such satisfactory proof of insurance to the District. Such insurance shall be maintained in full force and effect during the period of Any project covered by this Agreement including any extensions of time. If the Architect is self-insured, the Architect shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District for each Project.

ARTICLE 10
ERRORS AND OMISSIONS INSURANCE

10.1 Prior to the commencement of services for each Project under this Agreement, the Architect
shall furnish to the District satisfactory proof that the Architect has, for the period of such Project, errors and omissions insurance on an claims made basis, with limits of at least One Million Dollars ($1,000,000) per claim and $2,000,000 general aggregate, with a deductible in an amount not to exceed the sum of Fifty Thousand Dollars ($50,000).

10.2 Each of Architect's professional sub-consultants (including consultants of Architect's) on each Project shall comply with this Article 10, and Architect shall include such provisions in its contracts with them.

10.3 Should any of the above required insurance be provided for a Project under a claims-made form, Architect shall maintain coverage continuously throughout the term of this Agreement, and without lapse, for a period of at least ten (10) years beyond the Agreement expiration or the filing of a Notice of Completion (whichever is later), to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policy. Nothing herein shall in any way limit or diminish Architect's obligations to the District under any provision, including any duty to indemnify and defend the District.

10.4 Architect shall not commence work on a Project under this Agreement until all required insurance certificates, declarations pages have been obtained and delivered in duplicate to the District for approval. Thereafter Architect shall produce a certified copy of any insurance policy required under this Article upon written request of the District.

10.5 At the time of making application for any extension of time on a Project, Architect shall submit evidence that all required insurance policies will be in effect during the requested additional period of time.

10.6 If the Architect fails to maintain such insurance on a Project, the District may, but shall not be required to, take out such insurance, and may deduct and retain the amount of the premiums from any sums due the Architect under this Agreement.

10.7 Nothing contained in this Agreement shall be construed as limiting, in any way, the extent to which the Architect may be held responsible for the payment of damages resulting from the Architect's negligence on a Project.

10.8 Each of Architect's consultants on a Project shall comply with this Article, and Architect shall include such provisions in its contracts with them.

10.9 Insurance companies providing the above policies on a Project shall be legally authorized, licensed and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All such insurance companies shall have no lower than an "A-, VIII" in Best's Rating Guide and shall be satisfactory to the District.

10.10 Any failure to maintain any item of the required insurance on a Project may, at District's sole option, be sufficient cause for termination of this Agreement.
ARTICLE 11
COMPLIANCE WITH LAWS

11.1 Architect shall be familiar with, and Architect and Architect's design shall comply with, all State and Federal laws and regulations applicable to the Project or lawfully imposed upon the Project by agencies having jurisdiction over the Project, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, prevailing wage law, and the Americans with Disabilities Act (“ADA”).

ARTICLE 12
TERMINATION OF AGREEMENT

12.1 Termination by District – This Agreement in its entirety, or only as to an amendment for a Project (see Exhibit B), may be terminated, or the Project may be canceled, by the District for the District's convenience and without cause at any time immediately upon written notice to the Architect. In such event, the Architect shall be compensated for (a) all Basic or Additional Services completed, and Reimbursable Expenses incurred, on such Project(s) under this Agreement through the date of termination, (b) such Basic or Additional Services performed, and Reimbursable Expenses incurred, on such Project(s) after termination which are authorized by the District in writing, and (c) any costs incurred on such Project(s) by reason of such termination; but less any amounts the District is entitled to withhold under law or this Agreement. Upon the District's written request and authorization, Architect shall perform any and all Basic and Additional Services on a Project necessary to complete the work in progress as of the date of termination.

For any material breach of contract by the Architect, the District may also terminate the Agreement in its entirety, or only as to an amendment for a Project (see Exhibit B), for cause by delivering written Notice of Intent to Terminate to the Architect. Such Notice shall include the following: (1) A description of such material breach, and (2) a date not less than fourteen days (14) after delivery of the notice by which the Architect must cure such breach. In response to such Notice, if the Architect fails to cure, and fails to reasonably commence to cure, the breach(es) by the deadline set by the Notice, then the District may terminate the Agreement in its entirety, or only as to an amendment for a Project (see Exhibit B), through written notice delivered to the Architect, which shall be effective upon such delivery. In such event, the Architect shall be compensated for all services completed on such Project(s) under this Agreement through the date of termination, together with compensation for such services performed after termination on such Project(s) which are authorized by the District in writing, but less any amounts the District is entitled to withhold under law or this Agreement. Upon the District's written request and authorization, Architect shall perform any and all services necessary to complete the work in progress on a Project as of the date of the termination.

12.2 Termination by Architect – For any material breach of contract by the District on a Project other than one related to a payment or invoice dispute as described in Section 4.4 of this Agreement, the Architect may terminate the Agreement as to that Project (but not as to other Projects) by delivering written Notice of Intent to Terminate to the District. Such Notice shall include the following: (1) A description of such material breach, (2) a date not less than fourteen (14) days after delivery of the notice by which the District must cure such breach or reasonably
commence to cure such breach, (3) the status of work on the Project completed as of the date of the Notice of Intent to Terminate, and (4) a description and cost estimate of the effort necessary to complete the work in progress on the Project. In response to such Notice, if the District fails to cure, and fails to reasonably commence to cure, the breach by the deadline set by the Notice, then Architect may terminate the Agreement as to that Project (but not as to other Projects) by written notice delivered to the District within ten (10) days of the cure deadline, which shall be effective upon such delivery.

In the event of such termination by Architect as to a Project, Architect shall be compensated for all Basic and Additional Services completed, and Reimbursable Expenses incurred, on that Project under this Agreement through the date of termination, together with compensation for such Basic and Additional Services performed, and Reimbursable Expenses incurred, on that Project after termination which are authorized by the District in writing. Upon the District's written request and authorization, Architect shall perform any and all Basic and Additional Services necessary to complete the work in progress on that Project as of the date of termination.

12.3 Miscellaneous Termination Provisions

12.3.1 Following the termination of this Agreement in its entirety, or only as to an amendment for a Project (see Exhibit B), for any reason whatsoever, the District shall have the right to utilize any designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by the Architect, not only as they relate or may relate to the Projects under the Agreement (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to the Project under the Agreement (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316. Architect shall promptly make any such documents or materials available to the District upon request without additional compensation.

12.3.2 In the event of the termination of this Agreement in its entirety, or only as to an amendment for a Project (see Exhibit B), for any reason whatsoever, all designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect or any of its agents for any Project under this Agreement shall immediately upon request by the District be delivered to the District. Architect may not refuse to provide such writings or materials for any reason whatsoever, including but not limited to a possessory interest lien for any claim the Architect may have against the District or a claim by the Architect to an ownership interest in the intellectual property embodied in the documents or materials. The cost of any reproductions requested by the District shall be borne or reimbursed by the District.
ARTICLE 13
ARCHITECT AN INDEPENDENT CONTRACTOR

13.1 It is specifically agreed that in the making and performance of this Agreement, the Architect is an independent contractor and is not and shall not be construed to be an officer or employee of the District.

ARTICLE 14
STANDARDIZED MANUFACTURED ITEMS

14.1 The Architect shall consult and cooperate with the District in the use and selection of manufactured items to be used in a Project under this Agreement. Manufactured items, including but not limited to paint, finish hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials, and floor coverings, shall be standardized to the District's criteria so long as the same does not interfere seriously with the building design or cost.

ARTICLE 15
OWNERSHIP OF DOCUMENTS

15.1 All designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect for a Project under this Agreement shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to such Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to such Project) but as they relate or may relate to any other project, provided that any invalidity of such ownership in relation to any other project shall not affect the validity of such ownership in relation to such Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to such Project) under Education Code Section 17316.

15.2 The Architect will provide the District with a complete set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect for a Project under this Agreement, and will retain, on the District's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Architect's files for a period of no less than ten (10) years. Architect shall promptly make available to District any original documents it has retained under this Agreement upon request by the District. The cost of any reproduction requested by the District shall be borne or reimbursed by the District.
ARTICLE 16
LICENSING OF INTELLECTUAL PROPERTY

16.1 This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect for a Project under this Agreement, not only as they relate or may relate to such Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to such Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to such Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to such Project) under Education Code Section 17316. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the work of such subcontractors or consultants performed on a Project under this Agreement.

16.2 The compensation for a Project under this Agreement includes compensation not only for any use in connection with such Project and use or re-use for repair, maintenance, renovation, modernization or other alterations or revisions to such Project, but also for any re-use by the District in relation to other projects. The only other term or condition of such re-use shall be that if the District reuses the plans prepared by the Architect for a Project and retains another certified architect or structural engineer for the preparation of those plans for the re-use, the District shall indemnify and hold harmless the Architect and its consultants, agents, and employees from and against any claims, damages, losses, and expenses, including attorney’s fees, arising out of or resulting from, in whole or in part, the re-use to the extent required by Education Code section 17316, subdivision (c).

16.3 Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates or other documents that Architect or its consultants prepares or causes to be prepared for a Project under this Agreement. **Architect shall indemnify, defend and hold the District harmless under Article 18.1 of this Agreement for any breach of Article 16 due to Architect’s negligence, recklessness or willful misconduct.** The Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect and provided to Architect by the District.
ARTICLE 17
ACCOUNTING AND OTHER RECORDS OF ARCHITECT

17.1 Architect's records of accounts regarding a Project under this Agreement shall be kept in accordance with generally accepted accounting principles. District has the right to audit Architect's records and files regarding any of the work Architect performed for District on a Project during or after the Project. District shall be given reasonable access to Architect's records and files for audit purposes within ten (10) days of receipt of District's request. Architect shall keep and maintain these records and files for ten (10) years.

ARTICLE 18
INDEMNITY

18.1 Architect Indemnification. To the fullest extent permitted by law, including California Civil Code section 2782.8, the Architect shall defend, indemnify, and hold harmless the District, the governing Board of the District, each member of the Board, and their officers, agents and employees ("District Indemnitees") against claims arising out of, pertaining to, or relating to negligence, recklessness or willful misconduct of the Architect, the Architect's officers, employees, or consultants in performing or failing to perform any work, services, or functions provided for, referred to, or in any way connected with any work, services, or functions to be performed on a Project under this Agreement. For purposes of this Article 18.1 only, "claims" means all claims, demands, actions and suits brought by third parties for any and all losses, liabilities, costs, expenses, damages and obligations, and the defense obligation shall include but not be limited to payment of the District’s attorneys’ fees, experts’ fees, and litigation costs incurred in defense of a claim. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Architect.

Architect’s obligation to indemnify the Indemnified Parties for defense costs (as defined herein) is not immediate and shall be satisfied at the time of any settlement or judgment as to Architect’s indemnity obligations under this provision. Architect’s obligation to indemnify the Indemnified Parties for defense costs (as defined herein) shall be limited to the portion of liability assigned to Architect in any judgment, or as agreed to in any settlement (e.g., if Architect is 50 percent responsible for the liability, Architect shall be liable for 50 percent of the Indemnified Parties’ defense costs).

18.2 District Indemnification for Use of Third-Party Materials. The District shall defend, indemnify, and hold harmless the Architect and its employees against any and all copyright infringement claims by any design professional formerly retained by the District arising out of Architect's completion, use or re-use of that former design professional's designs or contract documents in performing this Agreement. Architect shall be entitled to such indemnification only if each of the following conditions are met: (a) Architect actually re-draws or completes such other designs or contract documents; (b) Architect complies with the provisions of Article 5.8 regarding use of materials prepared by other design professionals; (c) District has supplied Architect with the previously prepared documents or materials; and (d) District expressly requests that the Architect
utilize the designs or contract documents in question. By providing this or any other indemnification in this Agreement, District does not waive any immunities.

ARTICLE 19
TIME SCHEDULE

19.1 Time for Completion. Time is of the essence of this Agreement. The Architect shall timely complete its Basic and Additional Services for a Project as expeditiously as possible and according to the schedule provided in the fully executed and approved amendment for that Project (see Exhibit B).

19.2 Delays. The District recognizes that circumstances may occur beyond the control of either the District or the Architect and extensions for such delays may be made to the schedule for a Project if approved in writing by the District. Any time during which the Architect is delayed in the Architect's work on a Project by acts of District or its employees or those in a direct contractual relationship with District or by acts of nature or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any Wrongful Acts or Omissions, shall be added to the time for completion of any obligations of the Architect. District shall not be liable for damages to the Architect on account of any such delay.

19.2.1 The Architect shall not be responsible for delay caused by circumstances beyond its reasonable control, including, but not limited to delays by reason of 1) strikes, lockouts, work slowdowns or stoppages, or accidents, 2) acts of God, 3) failure of the District to furnish timely information or to approve or disapprove the Architect's instruments of service promptly, and 4) faulty performance or non-performance by the District, the District's independent consultants or contractors, or governmental agencies. The Architect shall not be liable for damages arising out of any delay as described in this section 19.2.1, nor shall the Architect be deemed to be in default of this Agreement as a result thereof.

ARTICLE 20
MISCELLANEOUS PROVISIONS

20.1 This Agreement shall be governed by and construed in accordance with the laws of the State of California excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County in which the District maintains its district office, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

20.2 The Architect shall not assign or transfer any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the District.

20.3 All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the parties at the addresses set forth below: