DURHAM UNIFIED SCHOOL DISTRICT
9420 Putney Drive, Durham, CA 95938
Regular Session Governing Board Meeting Agenda
Wednesday, June 26, 2019
6:00 PM Closed Session  7:00 PM Open Session

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)

D. RETURN TO OPEN SESSION:

E. PLEDGE OF ALLEGIANCE:

F. REPORT OF ACTION TAKEN IN CLOSED SESSION:

G. ADJUSTMENTS TO ORDER OF AGENDA:

H. 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)
   “Questions or concerns expressed may be referred to the Superintendent, Lloyd Webb, for a response or resolution. Those persons wishing to contact the Superintendent may do so by phone at (530) 895-4675 or by email at lwebb@durhamunified.org”

1 of 3
I. DISTRICT REPORTS
   1. Assistant to Superintendent of Business and Operations, RJ Anderson
   2. Superintendent, Lloyd Webb
   3. Board of Trustees

J. CONSENT AGENDA

2. Employment
   Certificated Hire
   
<table>
<thead>
<tr>
<th>Employee</th>
<th>Position</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kasey King</td>
<td>DES Primary Teacher</td>
<td>08-12-2019</td>
</tr>
</tbody>
</table>

   Classified Hire:
   
<table>
<thead>
<tr>
<th>Employee</th>
<th>Position</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mason Ballinger</td>
<td>Custodian 1</td>
<td>6-17-2019</td>
</tr>
</tbody>
</table>

   DHS Coach:
   
<table>
<thead>
<tr>
<th>Employee</th>
<th>Position</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alvyna Goodwin</td>
<td>Girls Varsity Basketball</td>
<td>6-26-2019</td>
</tr>
<tr>
<td>Ashley Despain</td>
<td>Girls JV Basketball</td>
<td>6-26-2019</td>
</tr>
<tr>
<td>Bryon Lauderdale</td>
<td>Volunteer Football</td>
<td>6-26-2019</td>
</tr>
<tr>
<td>Daniel Loen</td>
<td>Volunteer Football</td>
<td>6-26-2019</td>
</tr>
</tbody>
</table>

K. INFORMATION ITEM:
   1. Facility Use Fees

L. ACTION ITEMS:


   3. Action: Approve Reserve level requirements per Ed Code 42127.

   4. Action: Approve DIS Student Plan for Student Achievement (SPSA). Hard copy is available at the District Office for review.


   6. Action: Approve Cafeteria meal price increase of Durham Unified School District all site meals by ten (10) cents.

   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.


**M. ITEMS FROM THE BOARD**

**N. RETURN TO CLOSED SESSION** – If Needed

**O. CLOSED SESSION** - If Needed

**P. RETURN TO OPEN SESSION**

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

**R. NEXT BOARD MEETING DATE**: August 21, 2019

**S. 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 19, 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 19, 2019 and began at 6:00 pm.

Trustees Present: Alex DuBose, Kathy Horn, Ed McLaughlin, Lance Smith and Matthew Thorpe
Trustees Absent: None
Staff Members Present: Superintendent Lloyd Webb, Assistant Superintendent to Business and Operations RJ Anderson and District Secretary Tina Blenn
Staff Members Absent: Director of Special Education Marilyn Bertolucci, Elementary Principal Lisa Atlas, Intermediate Principal Lora Fox, and High School Principal Robbin Pedrett

A. CALL TO ORDER
President Lance Smith called the DUSD Board of Trustees meeting to order at 6:00 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 7:10 pm.

E. PLEDGE OF ALLEGIANCE
Trustee Kathy Horn led the Pledge of Allegiance.

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

G. ADJUSTMENTS TO ORDER OF AGENDA:
Information Item #1 removed from Agenda. Consent Item #12 Coaches was pulled for further review.
H. Public Hearing:
1. Re: Adoption of the Local Control Accountability Plan (LCAP). Document is available for viewing in the District Office.
3. Re: Assigned and Unassigned Fund Balances in excess of the state’s minimum 4% reserve for economic uncertainties.

I. ITEMS FROM THE PUBLIC:
1. Tony Longueria, Varsity Baseball Coach, gave the Board a review of a very successful baseball season.
3. Todd Southam, Ag Booster representative, asked the Board for a working partnership toward the development and productivity of the Durham Agriculture program.

J. DISTRICT REPORTS

- **DUTA:**
  Megan Farley, DUTA Vice President, reported that there will be a MTSS conference in Long Beach in July. She also gave accolades to Principal Robbin Pedrett for her tireless work for Durham High School.

- **Assistant Superintendent to Business and Operations, RJ Anderson:**
  Original Budget for 2019-2020 is done and up for approval next week. Working on filing last grant applications.

- **Superintendent, Lloyd Webb:**
  Superintendent Webb reported for Principal Pedrett that Durham High School has received the WASC letter of Accreditation.

- **Board of Trustees:**
  1. Trustee Horn: Breakdown of expenditures for Ag Department. Enjoyed DHS graduation. Good speeches, Trustee DuBose did well representing the Board.
  2. Trustee McLaughlin: Appoint a supervisor for the Greenhouse Project through completion. The Board needs to get together with the AG Boosters and work through the Department issues. We need to make a “Priority List” for expenditures.
  3. President Smith: Principal Fox did an excellent job with DIS promotion. Thank you
  4. Trustee Thorpe: Kudos to Wes Bill. He really gave a lot of help and support at the fair and in the Ag Department. Really enjoyed the DIS Washington D.C. trip. DIS promotion had very good speakers. Thank you RJ for transparency of financials.

K. CONSENT AGENDA was approved upon the removal of Item #12 Coaches for further review.

   Moved: Ed McLaughlin   Second: Matthew Thorpe   Vote: 5-0   Abstained:   Absent:0

L. INFORMATION ITEMS:
1. Presentation of Trinity Honor Letters to DHS 4x400 relay team. (Removed from Agenda)
2. Bond Progress Update
3. Quarterly Report on Williams Uniform Complaints Education Code 35186(d). None Reported

M. ACTION ITEMS:
1. **Action:** Approval of Second Reading for approval of Butte-Glenn Community College District, College and Career Access Pathways Partnership Agreement, Dual Enrollment Appendix.

   Moved: Alex DuBose   Second: Kathy Horn   Vote: 5-0   Abstained:   Absent:0
2. **Action:** Annual Adoption of Declaration of Need for Fully Qualified Educators.
   Moved: Matthew Thorpe  Second: Ed McLaughlin  Vote: 5-0  Abstained: Absent:0

3. **Action:** Approval of Home to School Transportation Rates for 2018-2019.
   Moved: Matthew Thorpe  Second: Kathy Horn  Vote: 5-0  Abstained: Absent:0

4. **Action:** Annual Adoption of Statement of Need For Emergency 30-Day Substitute Permits.
   Moved: Ed McLaughlin  Second: Kathy Horn  Vote: 5-0  Abstained: Absent:0

5. **Action:** Approval of July 2018 Board Policy Updates upon second reading.
   Regarding Facilities Use BP 1330. Option 3 was selected and approved.
   Moved: Alex DuBose  Second: Ed McLaughlin  Vote: 4-1  Abstained: Kathy Horn  Absent:0

6. **Action:** Approval of May 2019 Board Policy Updates on First Reading.
   Moved: Ed McLaughlin  Second: Alex DuBose  Vote: 5-0  Abstained: Absent:0

7. **Action:** Approval of Resolution #19-16 EC 44258.3 Craven Bill.
   Moved: Matthew Thorpe  Second: Lance Smith  Vote: 5-0  Abstained: Absent:0

8. **Action:** Approval of Resolution 19-17 EC 44256 (b) for teaching assignments.
   Moved: Ed McLaughlin  Second: Alex DuBose  Vote: 5-0  Abstained: Absent:0

**A. ITEMS FROM THE BOARD OF TRUSTEES:** None

**B. RETURN TO CLOSED SESSION:** None

**C. CLOSED SESSION:** None

**D. RETURN TO OPEN SESSION:** None

**E. REPORT OF ACTION TAKEN IN CLOSED SESSION:** None

**F. NEXT BOARD MEETING DATE:** June 26, 2019

**G. ADJOURNMENT**
   President Smith adjourned the meeting of the DUSD Board of Trustees at 8:55 PM.

*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 835-4675 x227.*
Facility Use Fees

Charges for use of facilities will be made in accordance with the following fee schedule. Additionally, custodial and/or food service staff will be assigned and charges will be assessed when those services are requested by the organization or deemed necessary by the District. Charges may also be assessed for damage to the facility, equipment and/or furnishings.

Organizations will be required to pay a deposit of $200.00 per event or event series and will be billed for the facility use according to the schedule below plus any staffing and/or damage charges following the activity. The deposit will be returned if all guidelines have been followed and fees paid. Refund of deposit may be forfeited dependent upon condition of the facility after the event.

<table>
<thead>
<tr>
<th>Playgrounds during non-school time</th>
<th>School Organization</th>
<th>Not For Profit</th>
<th>Commercial / For Profit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular Classroom</td>
<td>No charge</td>
<td>No charge</td>
<td>No charge</td>
</tr>
<tr>
<td>Regular Classroom (unlimited, school days only)**</td>
<td>No charge</td>
<td>$8 per hour</td>
<td>$20 per hour</td>
</tr>
<tr>
<td>Lab Classes (Auto, Art, Business)</td>
<td>No charge</td>
<td>$11 per hour</td>
<td>Not applicable</td>
</tr>
<tr>
<td>Library</td>
<td>No charge</td>
<td>$17 per hour</td>
<td>$30 per hour</td>
</tr>
<tr>
<td>Multi-Use Room</td>
<td>No charge</td>
<td>$14 per hour</td>
<td>$30 per hour</td>
</tr>
<tr>
<td>Multi-Use Room with kitchen</td>
<td>No charge</td>
<td>$17 per hour</td>
<td>$40 per hour</td>
</tr>
<tr>
<td>DIS Gymnasium</td>
<td>No charge</td>
<td>$14 per hour</td>
<td>$50 per hour</td>
</tr>
<tr>
<td>DIS Gymnasium with locker rooms</td>
<td>No charge</td>
<td>$17 per hour</td>
<td>$40 per hour</td>
</tr>
<tr>
<td>DIS Gymnasium with concession stand</td>
<td>No charge</td>
<td>$16 per hour</td>
<td>$44 per hour</td>
</tr>
<tr>
<td>DIS Gymnasium with locker rooms and concession stand</td>
<td>No charge</td>
<td>$19 per hour</td>
<td>$54 per hour</td>
</tr>
<tr>
<td>DIS Gymnasium</td>
<td>No charge</td>
<td>$20 per hour</td>
<td>$50 per hour</td>
</tr>
<tr>
<td>Football Stadium</td>
<td>No charge</td>
<td>$25 per hour</td>
<td>$60 per hour</td>
</tr>
<tr>
<td>Football Stadium with lights</td>
<td>No charge</td>
<td>$26 per hour</td>
<td>$60 per hour</td>
</tr>
<tr>
<td>Baseball or Softball Field</td>
<td>No charge</td>
<td>$40 per hour</td>
<td>$75 per hour</td>
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<td></td>
<td></td>
<td>$13 per hour</td>
<td>$30 per hour</td>
</tr>
<tr>
<td>Straight time</td>
<td>Custodial</td>
<td>$26 per hour</td>
<td>$26 per hour</td>
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<tr>
<td>Over time</td>
<td></td>
<td>$39 per hour</td>
<td>$39 per hour</td>
</tr>
<tr>
<td>Double time</td>
<td></td>
<td>$52 per hour</td>
<td>$52 per hour</td>
</tr>
</tbody>
</table>

**Note: Only regular classrooms are included in unlimited use. All other facilities will be billed by the hour.**
June 4, 2019

Mr. Lloyd Webb
Superintendent
Durham Unified School District
9420 Putney Drive P. O. Box 300
Durham, CA 95938

Re: 2019-20 Agreement for Professional Services

Dear Mr. Webb:

Thank you for the opportunity to provide legal advice and counseling services to the Durham Unified School District. It has been our honor for over four decades to be vital, participating partners with California school and community college districts in their mission to educate and prepare all children and young adults to be responsible, mindful citizens in the global marketplace of ideas. We understand the vital role our services play in the important job you do and appreciate the salutary impact our work can have through your good works.

Attached is our Agreement for Professional Services for 2019-20. The billing ranges have been adjusted, so the rates for some individuals who perform work on your matters may increase as a result. We will continue to offer the District efficient and prompt service and the highest quality legal advice and counsel you have come to expect.

We look forward to serving the District in the coming school year and continuing our mutually rewarding partnership. Please sign both originals of the Agreement, insert the date of Board approval, and return one signed original to our office in the envelope provided.

Sincerely yours,

DANNIS WOLIVER KELLEY

Matthew P. Juhl-Darlington

Enclosures
MJD: mea
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on June 4, 2019, by and between the Durham Unified School District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

SCOPE OF SERVICES. District appoints Attorney to represent, advise, and counsel it from July 1, 2019, through and including June 30 2020, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

CLIENT DUTIES. District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

FEES AND BILLING PRACTICES. Except as hereinafter provided, District agrees to pay Attorney two hundred sixty-five dollars ($265) to three hundred sixty dollars ($360) per hour for Shareholders and Of Counsel; two hundred forty-five dollars ($245) to two hundred ninety-five dollars ($295) for Special Counsel; one hundred ninety-five dollars ($195) to two hundred sixty dollars ($260) per hour for Associates; and one hundred thirty dollars ($130) to one hundred eighty dollars ($180) per hour for Paralegals and Law Clerks. The rate for Gregory J. Dannis will be three hundred eighty dollars ($380) per hour. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects, particular scopes of work, or for attorneys with specialized skills. The rates specified in this agreement are subject to change at any time by Attorney by written notice to Client and shall apply to all services rendered after such notice is given. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour, except for the first such advice in any business day, which is charged in a minimum of three-tenths (.3) of an hour. Actual travel time is charged at the rates above. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

OTHER CHARGES. District further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying charges (charged at $0.10 per page), postage (only charged if in excess of $1.00), and computerized legal research (i.e. Westlaw). Any discount received on computerized legal research is passed along to Client by Attorney. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise. Such expenses shall be provided at cost unless otherwise specified.

District further agrees to pay third parties, directly or indirectly through Attorney, for major costs and expenses including, but not limited to, costs of serving pleadings, filing fees
and other charges assessed by courts and other public agencies, arbitrators' fees, court
reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert
witness fees. Upon mutual consent of District and Attorney, District may either advance or
reimburse Attorney for such costs and expenses.

Occasionally Attorney may provide District officials and/or employees with food or
meals at Attorney-sponsored trainings or when working with District officials and/or
employees. Attorney may provide such food or meals without additional charge in exchange
for the consideration provided by the District under this Agreement.

BILLING STATEMENT. Attorney shall send District a statement for fees and costs incurred
every calendar month. Attorney’s statements shall clearly state the basis thereof, including
the amount, rate and basis for calculations or other methods of determination of Attorney’s
fees. Upon District office’s request for additional statement information, Attorney shall
provide a bill to District no later than ten (10) days following the request. District is entitled
to make subsequent requests for bills at intervals of no less than thirty (30) days following
the initial request. District shall pay Attorney’s statements within thirty (30) days after each
statement’s date.

INDEPENDENT CONTRACTOR. It is expressly understood and agreed to by both parties
that Attorney, while carrying out and complying with any of the terms and conditions of this
Agreement, is an independent contractor and is not an employee of the District.

CONFLICT OF INTEREST. Because Attorney represents many school and community
college districts, county offices of education, joint powers authorities, SELPAs and other
entities, conflicts of interest may arise in the course of Attorney’s representation. If Attorney
becomes aware of any conflicts of interest, Attorney will comply with the legal and ethical
requirements to fulfill its duties of loyalty and confidentiality to District. If District has any
question about whether Attorney has a conflict of interest in its representation of District in
any matter, it may contact Attorney or other legal counsel for clarification.

TERMINATION OF CONTRACT. District or Attorney may terminate this Agreement
by giving reasonable written notice of termination to the other party.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for
Professional Services.

DURHAM UNIFIED SCHOOL DISTRICT

Mr. Lloyd Webb
Superintendent

DANNIS WOLIVER KELLEY

Matthew P. Juhl-Darlington
Attorney at Law

At its public meeting of ______________, 2019, the Board approved this Agreement and
authorized the Board President, Superintendent or Designee to execute this Agreement.

Agreement for Professional Services

Page 2
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IN WITNESS WHEREOF, the parties hereto have signed this Agreement for
Professional Services.

DURHAM UNIFIED SCHOOL DISTRICT

Mr. Lloyd Webb
Superintendent

DANNIS WOLIVER KELLEY

Date

Matthew P. Juhl-Darlington
Attorney at Law

06/12/2019
Date

At its public meeting of _____________, 2019, the Board approved this Agreement and
authorized the Board President, Superintendent or Designee to execute this Agreement.

Agreement for Professional Services
DWK SF 931241v1
DURHAM UNIFIED SCHOOL DISTRICT

Board Meeting Date: June 26, 2019

SUBJECT: Increase all site meal prices by Ten Cents ($0.10)

PREPARER: RJ Anderson, Assistant Superintendent of Business and Operations

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

To ensure compliance with the Paid Lunch Equity guidance from CDE in bulletin SNP-11-2019 and in compliance with the USDA Policy Memorandum SP27-2019, the district is required to annually review and approve paid lunch meal prices.

At this time District Administration is recommending an increase to the existing fee schedule. The proposed fees for the 2019-2020 school year are as follows:

<table>
<thead>
<tr>
<th>Site</th>
<th>2018-19 Paid Lunch Price</th>
<th>Recommended 2019-20 Paid Lunch Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Durham Elementary School</td>
<td>$2.75</td>
<td>$2.85</td>
</tr>
<tr>
<td>Durham Intermediate School</td>
<td>$3.10</td>
<td>$3.20</td>
</tr>
<tr>
<td>Durham High School</td>
<td>$3.10</td>
<td>$3.20</td>
</tr>
</tbody>
</table>

The proposed increase applies only to full price meals.
Durham Intermediate School

STUDENT AND PARENT HANDBOOK
2019-2020

9416 PUTNEY DRIVE
PO BOX 310
DURHAM, CA 95938
(530) 895-4690
Welcome to Durham Intermediate School!

On behalf of myself and the Durham Intermediate School Faculty, I welcome your student and family to Durham Intermediate School (DIS). The faculty and I are looking forward to the 2019-2020 school year.

DIS is an excellent school which has multiple opportunities for a successful year. DIS is not only known for their academic rigor and programs but also for their positive campus climate. Academically, DIS uses curriculum supporting the California State Standards. We challenge our students to use their potential to the fullest in achieving high grades and test scores. Our staff supports the students by dedicating their time before school, at lunch and after hours for success as they prepare the students for high school.

DIS can be described as having a respectful, responsible, and safe student body. We create a caring and supportive environment that allows the students to learn to their full potential. The Durham Unified School District, at all campuses, is unique for its culture, parent involvement and excellent student behavior. When visiting the DIS campus you will see joyful students that are excited to learn, supporting their classmates and excelling in the classroom. The staff and I are excited to work as a team with you to create and sustain this safe, caring, and supportive environment.

The purpose of this handbook is to give you a better understanding of the expectations, policies, and procedures that are essential to the successful operation of our school. This will provide you with information that will enable your student to have a successful career at Durham Intermediate School. Please take the time to review this handbook and sign the final page indicating that both the student and parent/guardian have done so.

I look forward to meeting you. Please feel free to stop by the school or contact us at 895-4690. You can also email me at lfox@durhamunified.org for any further questions.

Sincerely,

Lora Fox, Principal
Durham Intermediate School
ATTENDANCE POLICY

The staff at Durham Intermediate School believes, and research has shown, that regular attendance and punctuality improve academic progress and develop responsibility in students. State law requires:

EXCUSED ABSENCES

Absences may be excused for the following reasons:
- illness
- medical appointments
- family bereavement
- religious holidays
- court appearance

TARDIES

All students are expected to be in class, on time, for each classroom period, every school day. School begins at 8:40 AM each day. Students not in class, when the tardy bell rings, shall report to the office to receive a tardy slip. Students must show their tardy slip to their classroom teacher when they enter class late. Students will be allowed two tardies without disciplinary consequences. Tardies are counted on a year round basis and will not reset during the course of the school year. Consequences for unexcused tardies are as follows:

- 3rd Tardy – Parent phone call from principal
- 4th Tardy – Detention and parent phone call from principal
- 5th Tardy – Double Detention and parent phone call from principal
- 6th Tardy – Loss of privilege (dance, athletic game participation, extracurricular activity) and parent conference with the principal
- 7th Tardy – Disciplinary consequences at administrative discretion and student referred to the Student Study Team

See more information regarding detentions on Pg. 7.

CLEARING ABSENCES

Before returning to school from any absence, students must clear the absence with the front office. In order to comply with district policy, the school must keep on file a note from home, or a telephone log, giving the reason for each absence. The following information must be included in either the phone message or note:

- Date of absence(s)
- Specific time student was absent, if only a portion of the day
- Exact reason for absence
- Parent/Guardian signature or verbal verification via telephone

Parents are encouraged to notify the office before 8:15 a.m. if a student needs to leave school early. A parent/guardian must either call the office or send a note before permission to leave school is given. No student will be released unless a parent/guardian has notified the office. Students coming directly to school from early appointments must bring notes and report to the office for an admit slip.

P.E. EXCUSES

If for any reason a student cannot take part in full physical education activities, a note must be brought from parents or guardian and must state the reason, duration, date of doctor’s release, and degree of limitation of activity. Students still are required to dress out if they have an excuse. Notes for P.E. excuses must be brought to the P.E. teacher. Written confirmation from a physician is required for an excuse longer than three days.
If a student does not dress down and participate in P.E. due to illness or injury, the student may not participate in school related games or practice, on that same day.

The rules you are about to read in the code of conduct supplement and are in addition to our broad, discretionary authority to maintain safety, order, and discipline inside the school zone. These rules support, but do not limit, our authority.

STANDARDS OF STUDENT BEHAVIOR

Students who display inappropriate behavior may be subject to suspension as outlined in the California State Education Code 48900 and 48915.

A student may be suspended or expelled for acts which are related to school activity or attendance while on the school grounds, while going to or coming from school, during the lunch period whether on or off campus, and during or while going to or coming from a school sponsored activity.

EDUCATION CODE, SECTION 48900:

A student who has committed the following acts is subject to discipline by suspension or expulsion:

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

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

(b) Possessed, sold or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any such object, 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, any 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 any 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 then either sold, delivered, or otherwise furnished to any 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 any 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 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 any drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.

(k) 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.

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

(m) Possessed an imitation firearm. As used in this section, 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 witness in a school disciplinary proceeding for the purpose 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 as defined in Section 32050.

(r) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of Section 32261, directed specifically toward a pupil or school personnel.

(s) A pupil may not be suspended or expelled for any of the acts enumerated unless that act is related to school activity or school attendance occurring within a school under the jurisdiction of the superintendent 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 school activity or 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 campus.

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

(t) A pupil who aids or abets, as defined in Sec. 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may suffer suspension, but not expulsion, pursuant to the provisions of 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).
Follow rules and laws. Respect authority, property, and the rights of others. Maintain standards of integrity and responsibility. Students who violate school rules are subject to disciplinary action.

**GENERAL SCHOOL EXPECTATIONS OF BEHAVIOR**

- Students will not interfere with a teacher’s responsibility to teach and any students’ right to learn.
- Students will treat others with courtesy and respect.
- Students will treat school property and the property of others with respect.
- Gum and soda or energy type drinks are not allowed on campus at any time.
- Hats are not allowed to be worn in any building.
- Spitting is not allowed.
- Students will be in their classrooms before the tardy bell rings, seated, and with necessary materials for their classes.
- Fighting, pushing, and/or horseplay of any type are considered poor behavior.
- Gambling of any sort is not permitted.
- Gangs or gang related activities are strictly prohibited. Use of gang related conversation, and drawing of gang related symbols on books, binders, backpacks, or school property is prohibited.
- Public Displays of Affection (PDA) are not school appropriate and are unacceptable anywhere on school grounds and during any school activities.

**BULLYING**

DUSD Definition of Bullying:
Bullying contains the following three important components:
- Bullying is aggressive behavior that involves unwanted, negative actions
- Bullying involves a pattern of behavior repeated over time.
- Bullying involves an imbalance of power or strength.

"A person is bullied when he or she is exposed, repeatedly and over time, to negative actions on the part of one or more other persons, and he or she has difficulty defending himself or herself."

Types of Bullying:
- Verbal bullying including derogatory comments and bad names
- Bullying through social exclusion or isolation
- Physical bullying such as hitting, kicking, shoving, and spitting
- Bullying through lies and false rumors
- Having money or other things taken or damaged by students who bully
- Being threatened or being forced to do things by students who bully
- Racial bullying or Sexual bullying (sexting)
- Cyber bullying (via cell phone or Internet)
- Other

**CITIZENSHIP GRADES**

Students receive citizenship grades each quarter on their report card in addition to academic grades. Citizenship grades are based on attitude, cooperation and behavior, but will not be included in the calculation of a student’s grade point average (GPA). This grade may be used as criteria for participation in school related activities. Grades will be assigned as follows:

O = Outstanding
S = Satisfactory
N = Needs Improvement
U = Unsatisfactory
DRESS GUIDELINES

Standard dress and grooming is the responsibility of students and their parents, except in cases where reasonable standards are required in some activities outside the regular school day, and where necessary for reasons of health and safety.

If a manner of dress, grooming and/or appearance disrupts the normal educational process, or causes a school disruption, school administrators shall take necessary action to correct the situation. If a dress code violation occurs, students will be asked to change their attire or fix their appearance (turning their garment inside out, covering up, or removing the article of clothing). If this is not feasible, students may be given school appropriate and clean loaner clothing. Students will be withheld from class until they are school appropriately dressed. There may be circumstances in which parents are contacted to bring appropriate clothing. The following guidelines shall apply to all school related activities:

- Footwear that provides safe participation in school activities must be worn at all times.
- All articles of clothing, patches or buttons that have slogans advertising alcoholic beverages, illegal substances, gang affiliation or bearing suggestive slogans are not allowed.
- Hats, caps or other head coverings may not be worn indoors at the discretion of the teacher/supervisor. All hats will be worn with the bill to the front.
- Clothes shall be sufficient to conceal undergarments at all times. Pants may not be worn low enough that underwear is visible. See-through or fishnet fabrics, halter tops, off the shoulder or low-cut tops, bare midriffs and skirts or shorts shorter than mid-thigh are not appropriate attire for school.
- Personal grooming will not be allowed in instructional areas.
- Costumes/sleepwear and slippers shall be worn only for approved school activities.
- School issued sports uniforms are only to be worn at athletic contests, not during P.E. or during the school day.

The principal may establish reasonable dress and grooming regulations for times when students are engaged in extracurricular or other special school activities such as the promotion ceremony. Students may face disciplinary consequences up to and including suspension for repetitive or egregious dress code violations. Students who have repetitive offenses may be issued increased consequences.

HARASSMENT

The Durham Unified School District shall take reasonable steps to provide a school environment without unlawful harassment, including sexual harassment, and shall maintain an environment in which all students and adults model this behavior and are treated with dignity and respect. Therefore, no student or adult shall be subjected to sexual overtures or conduct, verbal, visual, or physical that is unwelcome. Such conduct is unacceptable and will not be tolerated. Sexual and other unlawful harassment violates state and federal law, and District policy.

LOSS OF PRIVILEGES

Students who have multiple referrals, detentions, suspensions or receive 3 “U” reports on their Citizenship grades may be placed on the “Hold List” for the current, following quarter or longer. Students may not be allowed to take part in dances or other extra-curricular activities. 8th grade students on the “Hold List” at the 4th quarter progress report may not be allowed to participate in the 8th grade trip or promotion activities.

The academic requirements for a student to participate in the promotion ceremony are as follows. An earned grade point average (GPA) of 2.0 or greater is required. This GPA is calculated on a 4 point scale and will include cumulative grades from the eighth grade year. In other words, a student must earn a 2.0 average for all four quarters combined.

Grade points are determined as follows: A=4 points, B=3 points, C=2 points, D=1 point, F=0
STUDENT STUDY TEAM

The Student Study Team may be composed of the student, their parents and or their advocates, counselors, administrators, teachers, a district psychologist, and other school personnel. Students with academic, attendance, and/or behavior problems may be referred to this committee. This committee may suggest new approaches to help the student and his/her family.

SCHOOL DISCIPLINE & CONSEQUENCES

Detention

Students may be assigned detention before school, at break, during lunch or after school (special circumstances) for violating school rules. Any school staff member may assign detention(s). Students will receive a disciplinary referral/detention slip with the reasons for the detention as well as the length and time/location the detention needs to be served. Students that do not behave during detention will not be credited for serving, and may be issued an additional detention(s) or other consequence. Students arriving late or leaving early will also not be credited for serving their detention. Students will be required to sign the detention form, acknowledging that they have received it. Students are also required/expected to bring the detention form home to obtain a signature from their parents or guardians.

Morning Detention

Morning detention is from 8:00-8:30 every Wednesday. Detention will be staffed by teachers on a rotating basis. Detention will be held in each teacher’s classroom. Students are expected to work quietly during the entirety of the detention.

Lunch Detention

Lunch detention may be issued in lieu of or in addition to morning detention. Students will have the opportunity to eat lunch, and then will be assigned to campus beautification for the remainder of the lunch period or a place to complete work. On Mondays, students will serve lunch detention from 11:25 – 11:45. On Tuesday-Thursday, students will serve lunch detention from 11:55 – 12:15.

Each disciplinary referral issued will result in 2 detentions (morning and lunch detention). However, if students return the disciplinary referral (with a parent/guardian signature), on the next school day they are in attendance (before 9:45 to the office), the lunch detention will be removed. This is to provide an incentive to the student, for student responsibility and parent communication is extremely important.

Detention (Progressive Matrix)

1st Detention - Detention slip sent home (Parent Signature Requested)
2nd Detention - Detention slip sent home (Parent Signature Requested) - Parent phone call by teacher
3rd Detention - Detention slip sent home (Parent Signature Requested) - Parent phone call by principal
4th Detention - Detention slip sent home (Parent Signature Requested) - Parent conference with principal and loss of school privilege (dance, athletic game, etc.)
5th Detention - Detention slip sent home (Parent Signature Requested) - Parent conference with principal, Student placed on the “Hold List” and loss of all extra-curricular privileges for a period of time determined by the principal.

In-School Suspension

In-school suspension may be assigned in lieu of at-home suspension. Students will receive work from their regular teachers to be completed during this time.

Suspension

The student is informed that he/she is subject to a suspension (up to five days). The student’s parent or guardian is notified by telephone or in person that the student is subject to suspension from school.
Expulsion
The student will be informed that he/she is subject to expulsion. The student’s parent/guardian is notified by telephone and certified letter that the student is subject to expulsion. A hearing with the principal will be held at the school with the family following any recommendation for expulsion. The expulsion does not become effective until the due process procedure has been completed and reviewed by the School Board.

Note: A student may be suspended, expelled, or referred to the appropriate law enforcement agency for any suspend-able or expellable incident which relates to school activity or to school attendance occurring within a school in the Durham Unified School District. The incident may occur at any time including, but not limited to, the following:
- While on school grounds.
- While going to or coming from school.
- During the break or lunch period.
- Off school grounds, including weekends and vacations, when the activity is school related.

ATHLETICS & ELIGIBILITY
Durham Intermediate School competes with other middle schools in the area in after school leagues. We have basketball teams for both boys and girls in the 6th, 7th, and 8th grades.

To be eligible and participate in athletics, students must:
- Complete the Acknowledgment & Assumption of Potential Risk form.
- Complete a physical form. Form can be found on school website and in school office.
- The student athlete must be in good behavioral standing and not currently on the “Hold List.”
- The student-athlete shall attend a minimum of three entire class periods on the day of the tryout/practice/game. Students are exempt from this rule with proof of a doctor’s note excusing their absence.
- Student athletes shall change clothes and participate fully in their physical education class the day of the athletic event.
- Maintain at least a 2.0 GPA quarter grades will affect eligibility for students entering the next grade in the fall. This also pertains to students entering ninth grade at Durham High School.
- If a student’s GPA is in the 1.50-1.99, the student-athlete may use a 1 Time/1 Quarter only (during 3 years of middle school) academic probation period. An academic probation conference is required with the student-athlete, parent/guardian and principal prior to having the probation granted. Students will be ineligible to participate in all activities until the academic probation contract is signed by all parties. The probation period is for only one grading period (one quarter). Students earning below a 1.50 GPA and/or multiple “F’s” are not eligible for Academic Probation.
- These students are ineligible for the quarter.
- Students using their Academic Probation shall forfeit a minimum of 3 athletic contests. Student athletes will be required to attend all team functions including practices and games. Student athletes will not be allowed to dress for games or miss any school time to attend games.
- Athletic eligibility/ineligibility will begin, the first Monday, following the date report cards were issued.
- The office will run grade checks at quarter and progress report periods for the Athletic Director and coaches. Coaches may require athletes to provide a weekly, biweekly or monthly grade report from their PowerSchool account. Students who are not compliant with the coaches’ expectations for grade checks, may have participation consequences based on the coaches’ discretion.

School issued uniforms are only to be worn at athletic contests, not during P.E. or during the school day, without permission from the principal.
BIKE RACK/BICYCLES, SKATEBOARDS, ETC.

Bikes must be walked on campus and locked in the bike racks provided. Durham Intermediate School cannot be held responsible for theft of bicycles or bicycle parts. Owners are encouraged to register their bikes with the Police Department. Students must wear bicycle helmets as required by law.

No bikes, skateboards, roller blades, or razor scooters are to be used on campus any time.

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 partial list of rules that must be observed:

- Do not throw objects in or out of the bus.
- Do not use profanity or vulgarity or boisterous conduct.
- All riders must remain seated while the bus is in motion.
- 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 disciplinary consequences up to and including the loss of bus riding privileges. **Special Note: School buses have cameras that are actively recording students.

CLOSED CAMPUS

Durham Intermediate is a closed campus. Students are not to leave campus during school hours. Before and after school, students are to remain on campus until their transportation arrives. Students are not allowed to go to the elementary or high school without prior permission.

CLUBS

Clubs at Durham Intermediate School have been successful in providing activities for interested students. If students want to start a club, they may petition Student Council and find a staff advisor. The clubs may conduct fundraisers, take field trips, provide lunchtime activities for members, and sponsor other school events. We encourage students to become involved at the school in and join the following school clubs.

ASBO

Students are members of the Associated Student Body Organization. Decision-making is done by the Student Council, which is made up of elected officers and representatives from each class. The Council acts as a voice of the student body. Students are free to express their ideas to their representatives, who will bring the ideas to be heard at the Student Council meetings. Student Council plans various activities throughout the year. Activities include dances, field trips, assemblies, class competitions, lunch activities, clubs, sports, and spirit days.

CJASF

California Junior Scholarship Federation is a statewide "Scholarship for Service" club. Students who qualify may apply for membership in CJASF and are eligible for honor society trips, recognition at promotion, statewide memorial awards, and admission to the high school CSF. This program is available to 7th and 8th grade students. Eligibility is determined on a special academic grading rating scale as well as good citizenship. PE grades are not calculated in this scale. More information is available to students/parents on the CJASF membership application. Community service hours are also expected for CJASF members.
COMPUTER AND INTERNET USE

Each student must complete and return the district approved Internet Use Agreement to use the technology at Durham Intermediate School. In addition, students may not take photos or video of others without permission. Students who violate this rule may be subject to serve detention or suspension.

DANCES

Durham Intermediate School sponsors several dances each year. These teacher and parent chaperoned events are for Durham Intermediate School students only (unless otherwise cleared by the school principal, in advance, for special circumstances). Students absent or suspended the day of the dance may not attend. Students on the “Hold List” list will not be allowed to attend. School dress guidelines apply at all dances. Students shall maintain at least a 2.0 GPA based on the most recent quarter report card grades to be eligible to attend any school dance. Fourth quarter grades will affect dance eligibility for six graders going into seventh grade and seventh graders going into eighth grade.

HEALTH SERVICES

Durham Intermediate School has a nurse assigned only on a part time basis. The nurse or health aide will assist the students in the areas of health counseling, screening tests for vision and hearing, and giving first aid. All students who are injured or become ill at school must check out through the office before leaving school. ALL injuries happening on campus should be reported by the student to the teacher in charge. If a teacher is not available, report to the nurse’s office.

Administration of Medication by School Personnel:
Should it be necessary for your child to take medication at school, you must provide the school with written permission and a written statement from a health care provider/doctor detailing the method, amount, and time schedule by which such medication is to be taken. Medicine at school must be kept in the original pharmacy container. All medication must be kept in the nurse’s office. No medicine (prescription drugs or non-prescription drugs) including aspirin substitutes will be given at school unless the above conditions are met.

Medications at School
The school district recognizes that students may need to take prescribed medication during the school day in order to be able to attend school without jeopardizing their health. The goal is to ensure that medication is safely administered to students within the requirements of state law.

Written Authorization
If your child has to take medicine while at school, the district must receive a written authorization form signed by you AND the child’s health care provider, stating the name of the medication, method, amount, and time schedule of the medication (EC Section 49423). You can print a Durham Unified School District Medication Authorization form from the district website, or you may stop at the health office to obtain one. Written authorization is required for both prescription AND over-the-counter medications, such as Tylenol. Faxed Medication Authorization forms can be accepted from a doctor’s office. Please call us and we will assist you in getting the form completed.

Self-Administration
State law allows students to carry and self-administer an asthma inhaler or emergency epinephrine (Epipen or Twinject) medication, if the student's parent and the health care provider give written permission. If your child needs to carry an asthma inhaler, discuss this with your doctor and have him/her complete the Medication Authorization form with the box checked for "Self Administration of Medication." Please take into consideration your child's age and ability when requesting that they self-administer asthma medication. Young children may need assistance to use their inhalers effectively.
Medication Supplies
As parent/guardian, you must supply the school with all medicine your child must take during the school day. You or another adult must deliver the medicine to school (except medicine your child is authorized to carry). Each medicine must be in a separate container labeled by a pharmacist (for prescription medication) or the original bottle (for over-the-counter medicine). Pick up all discontinued, outdated or unused medicine before the end of the school year.

For information on student rights related to medication administration assistance visit the California Dept. of Education website.

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
Only 7th and 8th grade students are issued book lockers. All students are assigned P.E. lockers. Due to the lack of lockers, most all students share a locker with another student. Students should not share locker combinations with other students other than their locker buddy. P.E. Lockers are for P.E. use only and should not be used to store other items. Students are allowed in the locker room only during their P.E. class. Administration reserves the right to search lockers at any time.

LUNCH TIME /CAFETERIA RULES
All lunches will be eaten in the cafeteria. You may bring your lunch from home or purchase lunch in the cafeteria. In an effort to keep our campus clean, no one will be allowed to eat on the grounds without permission from the principal or other designated staff member. Students are expected to clean up their own eating areas and place trash in trash cans. If students litter, they will be subject to disciplinary action. If appropriate behavior is not demonstrated in the cafeteria, the student will stay to help clean up the cafeteria area in lieu of recess. Courteous and responsible behavior is expected in the lunch room. After eating, students are to return to the DIS campus, once dismissed from a cafeteria supervisor. Student release from the cafeteria is at approximately 11:55 on Tues-Fri and 11:25 on Mondays.

PANTHER PRIDE
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 possible that the privilege of break could be taken away. Students that are observed littering, throwing food, defacing school property, etc., will face disciplinary action from the school administration. This may include, but is not limited to work detail, campus clean up as well as detention and/or suspension.

PANTHER PROWL
The Panther Prowl is the school yearbook. Pictures will be taken throughout the school year for various activities. The cost of the yearbook is usually $30 during early pricing. There is a deadline for ordering which will be advertised. If you miss the deadline, you may not get a book, so listen carefully for these announcements and advertisements.
PAWS-ITIVE RECOGNITION

Our school promotes the positive recognition of our students. Teachers and other staff members may recognize students for their positive actions or achievements on campus. Students recognized will be given a slip with for the reward. Students shall place the duplicate copy in the Paws-itive reward jar in the office. The principal does random draws throughout the year and students can earn prizes.

PERSONAL PROPERTY

Students should have in their possession only materials and items directly related to the learning process. Items such as rubber bands, squirt guns, water balloons, permanent markers, eggs, shaving cream, matches, cigarette lighters, etc. are not allowed on campus without permission. Students and their parents assume responsibility for loss or damage to their clothing, equipment, books, electronics, or instruments. Large sums of money and articles of real or sentimental value should not be brought to school. DIS, nor DUSD are not responsible for any lost or stolen personal items. Students are highly encouraged to place their personal items and schoolbooks in lockers, so as to protect them.

PHYSICAL EDUCATION DRESS GUIDELINES

P.E. uniforms are required. They may be purchased at North State Screen Print in Chico (895-9193) and at Back to School Night. These clothes are to be used for P.E. only and may not be worn to class or under school clothing. Both the shirt and the shorts must be clearly marked with the student's last name. No other markings or coloring are allowed on P.E. clothing. If uniforms are marked, colored, or torn, a replacement uniform will be required. Athletic shoes are required. In cold weather, a sweatshirt and/or sweatpants may be worn. Shorts and sweatpants shall be worn at the waist. No underwear shall be visible.

SCHEDULE CHANGES/REQUESTS

A student's schedule may have to be changed for special circumstances. The teaching staff and administration do not recommend schedule changes during an academic quarter. Schedule changes should occur at the end of a quarter/semester. Schedule changes will be granted by administration only. It must be in the student's best social/academic interest for a schedule change to be approved.

SCHOOL PROPERTY

Students participating in athletics will be issued uniforms which are school property. Students shall be responsible for keeping uniforms in good order, and return them to the coach at the end of the season. Students-athletes that do not return their issued uniforms in on time may be subject to disciplinary consequences up to and including detention, being placed on the hold list and/or loss of privileges. Students/parents/guardians shall be responsible for reimbursing the school for uniforms that are lost, stolen or damaged.

TELEPHONES/PERSONAL ELECTRONIC DEVICES – (PED’s)

Cell Phones: We have been having increased student cell phone use at school. Please refer to the policy below, which all students and parents signed, which is contained in our student and parent handbook.

DIS encourages responsible use of personal electronic devices - PED’s. Cell phones and all other PED’s may not be used on campus during the instructional day without specific permission from a staff member. Each teacher will have classroom policies posted. General campus guidelines include:

- A PED may be used for personal use only before or after school hours.
- Students may not text, video, record, or photograph at any time during school hours without specific permission from a teacher or administrator.
• Within the classroom, the teacher’s PED policy will be established and posted.
• PED’s must remain on silent, out of sight, unless teacher permission is granted.
• PED’s may be used on the school bus at the discretion of the driver or supervising adult.
• Students will use the district Wi-Fi while on DUSD campus.

1st Offense- Warning! Device will be confiscated and student can pick it up at the end of the school day.

2nd Offense- Device will be confiscated and shall be picked up by parent/guardian. Parent phone call by principal.

3rd + Offense- Detention assigned, loss of school privilege and device shall be picked up by parent/guardian. Parent conference required and additional consequences will be determined by the principal.

A phone, in the office, is available and can be used, by students, with permission from office personnel. The security of electronic devices or other personal property on campus is solely the responsibility of the student.

Parents- Please do not text your students at school, during school hours!

TEXTBOOKS & LIBRARY BOOKS
Students will be issued text books and may check out library books which are school property. Students shall be responsible for keeping textbooks/ library books in good order, and return them to school at the end of the school year/due date or upon withdrawing from school. Books should be kept in student lockers or in their backpacks. Books should not be left on campus where they could be lost, stolen or damaged. Students who act irresponsibly, and leave textbooks/ library books on campus, after 3:15 PM, will be subject to disciplinary consequences up to and including detention, being placed on the hold list and/or loss of privileges. Students/parents/guardians shall be responsible for reimbursing the school for books that are lost, stolen or damaged.

VISITORS
Durham Intermediate encourages parents to visit. All visitors must sign in. DIS encourages parents to give at least a 24 hour advanced noticed and or obtain prior teacher and/or administrative permission before visiting classes. Visitor passes may be rescinded in cases of disruptive or otherwise inappropriate behavior. Durham Intermediate School does not allow student visitors.

DUSD Climate and Culture Vision Statement
DUSD promotes a safe, respectful, and supportive school climate. Both students and staff are positive role models of empathy and civil communication. Adult staff provides positive relationship building and comprehensive student supervision. Students and staff are tolerant and inclusive of diversity.
# DIS Behavior Expectations Matrix

*Character Counts: Learning, Trustworthiness, Respect, Responsibility, Fairness, Caring, Citizenship*

<table>
<thead>
<tr>
<th>AREA/SETTING</th>
<th>BE RESPECTFUL</th>
<th>BE RESPONSIBLE</th>
<th>BE SAFE</th>
</tr>
</thead>
</table>
| Classroom    | • Good Listening  
               • Remove hats  
               • Appropriately participate  
               • Speak respectfully  
               • Respect others, all staff and property  
               • Indoor voice & Appropriate Verbal responses  | • Be prepared  
               • Be on time  
               • Do your best  
               • Follow all directions  
               • Be cooperative  
               • Take care of your belongings and your space  | • Keep hands, feet, and objects to yourself  
               • Use equipment correctly  
               • Sit correctly |
| Bathroom     | • Respect the privacy of others  
               • Use bathrooms quickly  
               • Keep bathrooms clean  | • Clean up after yourself  
               • Report problems  
               • Use garbage can  | • Wash hands with soap |
| Office       | • Enter quietly and wait to be acknowledged  
               • Use polite manners  
               • Indoor voice  | • Tell the truth  
               • Have a purpose  
               • Have a pass  | • Enter and leave quietly  
               • Wait patiently |
| Cafeteria    | • Wait turn  
               • Enter and leave quietly  
               • Use good manners  | • Wait patiently in line  
               • Follow directions the first time  
               • Clean up after yourself  
               • Use an inside voice  | • Keep hands, feet, and objects to yourself  
               • Wait to be excused  
               • Share conversation not food |
<table>
<thead>
<tr>
<th>Campus</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>- Be a good friend</td>
<td>- Go directly to your destination</td>
<td>- Stay within campus boundaries</td>
</tr>
<tr>
<td>- Choose words wisely</td>
<td>- Use equipment correctly</td>
<td>- Be aware of surroundings</td>
</tr>
<tr>
<td>- Share equipment</td>
<td>- Return equipment</td>
<td>- Keep hands, feet and objects to yourself</td>
</tr>
<tr>
<td>- Include others</td>
<td>- Use garbage cans</td>
<td></td>
</tr>
<tr>
<td>- Respect others' activities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Use appropriate and positive words</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Show pride and dignity</td>
<td></td>
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<tr>
<td>- Follow all staff directions the first time given</td>
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<td></td>
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<tr>
<td>Bus</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Speak nicely to others</td>
<td>- Be a good role model</td>
<td>- Stay seated</td>
</tr>
<tr>
<td>- Invite others to sit with you</td>
<td>- Enter and exit with appropriate behavior</td>
<td>- Face forward</td>
</tr>
<tr>
<td>- Leave no trace</td>
<td></td>
<td>- Talk in a low voice</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Keep hands, feet and objects to yourself</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- No food or drink</td>
</tr>
</tbody>
</table>
## Behavior and Consequences

<table>
<thead>
<tr>
<th>Misconduct</th>
<th>Minimum</th>
<th>Maximum</th>
<th>Repeated Offense*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alcohol/Drug 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>Attack upon School Personnel</td>
<td>3-5 day suspension/parent conference</td>
<td>Sheriff's citation, Expulsion, Parental conference, Suspension</td>
<td></td>
</tr>
<tr>
<td>Defiance of Authority/Disrupting school activities/Excessive Tardy/Missing Detention</td>
<td>Conference, Detention</td>
<td>1-5 day suspension, Expulsion</td>
<td>8 day suspension, Board Expulsion</td>
</tr>
<tr>
<td>Disorderly Conduct/Roughhousing</td>
<td>Conference, Detention, Suspension</td>
<td>1-5 day suspension, Expulsion</td>
<td>5 day suspension, Board Expulsion</td>
</tr>
<tr>
<td>Display of Affection-PDA</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>Extortion or Robbery, taking or attempting to take money or something of value through threats</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>Fighting, caused, attempted to cause, or threatened to cause physical injury to another person</td>
<td>1-5 day suspension, Parental conference</td>
<td>Expulsion, Sheriff's citation</td>
<td>Expulsion</td>
</tr>
<tr>
<td>Fire alarm: tampering with or setting off when no fire exists/Arson</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</td>
<td>Expulsion</td>
</tr>
<tr>
<td>Firecrackers, party poppers, sparklers, CO2 or explosive devices (use, possession or sell)</td>
<td>Student conference, 1-5 day suspension</td>
<td>Sheriff citation, 1-5 day suspension, Expulsion</td>
<td>Expulsion</td>
</tr>
<tr>
<td>Forgery (signing another person's name to official school documents, notes, etc.)</td>
<td>Parental conference, Detention</td>
<td>1-5 day suspension, Expulsion</td>
<td>Expulsion</td>
</tr>
<tr>
<td>Misconduct</td>
<td>Minimum</td>
<td>Maximum</td>
<td>Repeated Offense*</td>
</tr>
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<td>----------------------------------</td>
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<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 without permission</td>
<td>Detention/Parent phone call from principal</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 Bicycling, Excessive Speed</td>
<td>Detention, Student conference</td>
<td>1-5 day suspension, Expulsion</td>
<td>Expulsion</td>
</tr>
<tr>
<td>Skateboarding on campus</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>Taking photos or videos of staff or students without permission.</td>
<td>Conference, Detention, and/or Suspension</td>
<td>1-5 day suspension</td>
<td>1-5 day suspension, 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, Expulsion, Sheriff's citation, Restitution</td>
<td>1-5 day suspension, Expulsion, Sheriff's citation, Restitution</td>
</tr>
<tr>
<td>Misconduct</td>
<td>Minimum</td>
<td>Maximum</td>
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</tr>
<tr>
<td>------------------------------------------------</td>
<td>----------------------------------------------</td>
<td>----------------------------------------------</td>
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</tr>
<tr>
<td>Tobacco 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</td>
<td>Expulsion</td>
<td></td>
</tr>
</tbody>
</table>

*Repeated offenses may result in a recommendation of expulsion.
AGREEMENT OF ACKNOWLEDGEMENT

We have read the Durham Intermediate School Student/Parent Handbook. We have reviewed, understand and discussed all the rules and regulations, within this handbook, that are required for our student to follow. Understanding and abiding by these expectations will help me to be a productive member of the Durham Intermediate School student body. Any effective middle school program is successful only with the cooperation of the administration, teachers, students, and parents. We (parent or guardian and student) agree to review the handbook periodically, throughout the school year and contact the school if there are any questions, suggestions or concerns about the school policies and procedures.

Parent/Guardian Signature  Date  Printed Name

Student Signature  Date  Printed Name

Please return this page only to your homeroom teacher before the first Friday of school. This form is required to be kept on file, at school, with both student and parent/guardian signatures.