DURHAM UNIFIED SCHOOL DISTRICT
9420 Putney Drive, Durham, CA 95938
Regular Session Governing Board Meeting Agenda
Wednesday, March 20, 2019
6:00 PM Closed Session  7:00 PM Open Session
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)

D. RETURN TO OPEN SESSION

E. PLEDGE OF ALLEGIANCE

F. REPORT OF ACTION TAKEN IN CLOSED SESSION

G. ORDER OF AGENDA

H. PUBLIC HEARING

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

I. DISTRICT REPORTS
1. Student of the Month: Durham High School
2. FFA
3. DUTA
4. Principals
5. Director of Special Education
6. Superintendent
7. Board of Trustees

J. CONSENT AGENDA
1. Minutes of Regular Meeting February 20, 2019
2. Minutes of Special Meeting March 12, 2019
3. Accounts Payable Warrants for the Month of February 2019
4. Approve Career Pathways Grant Amendment to Contract
5. Approve revised Durham Unified Governance Manual
6. Approval to Re-New E-Rate Contract with BCOE for ISP Services.
7. Approval to Re-New E-Rate Contract with Comcast Data Line Services.
8. Employment

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<tr>
<td>Renee Elsen</td>
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<td>Joe Merlo</td>
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<td>Kyle Graves</td>
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<tr>
<td>DES Odyssey of the Mind</td>
<td>Mt. View School, Redding</td>
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| DHS Softball | Softball Tournament in Watsonville/Santa Cruz | 03/15/2019  
               |            | 03/16/2019 |
| DES 4th Grade | Mrs. Halley CSU Chico, Ecological Reserve | 04/30/2019 |
| DES 4th Grade | Mrs. Lincoln CSU Chico, Ecological Reserve | 05/03/2019 |

8. Fund Raisers

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| DHS Track | DHS Athletic wear sales | 02/19/2019  
            |            | 03/01/2019 |
| DES 5th Grade | Mr. Coffee Car Wash at DES for SF Trip | 04/27/2019 |

L. INFORMATION ITEMS:

1. Food Service Update – MySchoolBucks online student meal pay plan

M. DISCUSSION/ACTION ITEMS:

1. **Action:** Approval of Second Amendment to Facilities Use Agreement Between Durham Unified School District and Paradise Unified School District 2018-2019 School Year.

2. **Action:** Approval of MOU between North State Arts Education Consortium, Butte County Office of Education and Durham Unified School District.

3. **Action:** Approval of Work Agreement between Horton McNulty & Saeteurn, LLP and Durham Unified School District. Their services will include audit of financial statements for the years ending June 30, 2019, 2020, and 2021. (Separate engagement letter follows.) This agreement also includes financial and performance audit of the Measure X bond funds for the years ending June 30, 2019, 2020, and 2021 (if required).

4. **Action:** Approval of MOU between Horton McNulty & Saeteurn, LLP and Durham Unified School District for audit of financial statements and government activities, each major fund, and the aggregate remaining fund information of the District from June 30, 2019 thru 2021.

5. **Action:** Approval of MOU between Horton McNulty & Saeteurn, LLP and Durham Unified School District for audit of financial statements of the Building Fund of the District, as of and for the year ended June 30, 2019, and the related notes to the Building Fund financial statements.


7. **Action:** Consideration to approve Board Policy Updates upon First Reading.
   - BP / AR 5145.13 Response to Immigration Enforcement
   - BP / AR 5141.52 Suicide Prevention
   - BP / AR Discipline
   - BP 5146 Married/Pregnant/Parenting Students
   - BP High School Graduation Requirements
   - AR 6173.2 Education of Children of Military Families
• BP / AR 6175 Migrant Education Program
• BB 9322 Agenda/Meeting Materials
• BB Minutes and Recordings

N. ITEMS FROM THE BOARD

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: March 16, 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 Blemm, District Secretary, 48 hours in advance at 895-4675 x227.
Durham Unified School District

Regular Meeting of the Board of Trustees
Wednesday, February 20, 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, February 20, 2019 and begun at 5:30 pm.

Trustees Present: Kathy Horn, Ed McLaughlin, Lance Smith & Matthew Thorpe
Alex DuBose
Superintendent Lloyd Webb, District Secretary Tina Blenn, Elementary Principal Shirley Williams, Intermediate Principal Lora Fox, High School Principal Robbin Pedrett and Director of Special Education Marilyn Bertolucci

Staff Members Absent: None

A. CALL TO ORDER
President Lance Smith called the DUSD Board of Trustees meeting to order at 5:30 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 7:23 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 in closed session.

G. ADJUSTMENTS TO ORDER OF AGENDA: Items pulled from the Agenda include:
   Action Item #5 – DUSD Coaching Description and Action Item #8 – MOU between DUSD and The Boys and Girls Club of the North Valley.
H. ITEMS FROM THE PUBLIC:
- Durham resident Harry Lindahl commented on the need for Durham High School Ag classes to expand availability.

I. DISTRICT REPORTS
- **Student of the Month:** Durham Intermediate School – Liam Wilbur
  3 generations of the Wilbur Family were present for his award.

- **Durham FFA:** Lexi Vanella represented Durham FFA. She reported on the recent success of the Chapter. 3 teams competed at the Sectional Opening and Closing contest in January. 5 members went to Etna Speaking Invitational: Nolan Britten placed 1st in extemp and Lexi Vanella placed 1st in impromptu. Durham Farmpower team placed 7th overall and 4th in the written at the Arbuckle Field Day. Wesley Leininger placed 8th high individual in written, 8th in trouble shooting and 7th in driving. The livestock team competed in Red Bluff and Matt Vanella placed 1st high individual. At the Sectional Speaking Contest two made it to the final round of the Creed Contest. Nolan Britten won 1st for Extemp and Hayley Amator placed 1st for Prepared and both will be competing at Regional on March 20th. Durham FFA will have 10 State Degree recipients. 2 Durham members have been slated for Regional Officer nominations, Lexi Vanella and Nolan Britten.

- **Duta:** Jona O'Shea, president and Megan Farley, Vice President shared with the Board different events that are happening around the campus. The Father Daughter Dance held at DES was a huge success. A District wide T-Shirt design is being created in Lisa Farrage Johnson’s class. The girls’ wrestling team has just won Masters and Ali Hyatt won her bracket! Matt Plummer and David Atkinson, DHS teachers have obtained a Recording Arts Grant! The High School has also just celebrated its 44th Block D. Megan Farley has been recycling plastic in the way of pens and pencils. Her class has gathered 70# to date.

- **Principal Shirley Williams, Durham Elementary School:**
  Report Cards are going out.
  Assessments in process including MAP and LCAP.
  4th Grade Mission Projects will be on display in the DES Courtyard Friday, February 22 from 12:50 to 2:40pm.
  The Math-A-Thon was another huge success. DES staff will once again perform for the students! Read Across America is March 1st. Anyone interested as a guest reader please contact the DES office.
  Professional Development continues at DES. We are working on staff building opportunities.
  PTS: Thank you for the wonderful Father Daughter Dance. It was attended by 300!
  Enrollment: 503

- **Principal Lora Fox, Durham Intermediate School:**
  Staff meetings, Collaboration meetings are weekly at DIS.
  Review of MAP scores February 25.
  MAP refresher February 26.
  DIS Athletics: 7/8 Boys is wrapping up and 6th grade is going strong.
  February 26th is the DIS Spelling Bee in the District Board Room.
  March 7-8 Minimum days 8th grade Project Grading. Thank you Jennifer Herron-Bransky for organizing the 8th grade projects and to all the teachers for “coaching” the 8th graders.
  March 12-24 are the PEG Presentations.
March 15 is the Medieval Feast in the DIG. April 1-5 6th grade is off to Shady Creek Outdoor Education Camp. A big thank you to the DIS teachers for their flexibility during the MAP testing. Staff Development is ongoing. PBIS training in early March. DIS Site Council meeting end of March/early April – Approve School Plan for Student Achievement (SPSA).
Enrollment: 252

- **Principal Robbin Pedrett, Durham High School:**
  WASC is done! Thank you Mike Pisenti and David Atkinson for their work on this document. It truly took a whole school effort.
  Developing School Plan for Student Achievement (SPSA) using WASC and LCAP for guidance. MAP testing is finishing up.
  Getting ready for registration. Dual Courses have been submitted to Butte College. We will be planning evening presentations for parents prior to our registration completion.
  Athletics: Boys’ Basketball are in the playoffs; moving forward after defeating Modoc 48-46. Wrestling has had a tremendous season! Boys win again the Division III Section Championship, the 9th year in a row, and girls have won a section title for the San Joaquin Section. They are heading to State finals in Bakersfield. Durham is sending 4 girls and 2 boys.
  FFA: Have been busy. The vineyard pruning is completed. Ag Advisory Board has put together a group that will assist with the construction of trellis work. Durham also hosted Regional Officer Interview sessions. Two members, Lexi Vanella and Nolan Britten have been slated for Regional Officer nominations.
  SkillsUSA: 11 students have qualified for State Finals in April.
  ShoutOut to our teaching staff for their hard and diligent work on the WASC plan. This takes many hours outside of the school day and we appreciate their hard work!
Enrollment: 301

- **Director of Special Education, Marilyn Bertolucci:**
  We started the year with 103 students and now have 109 with services. There are 4 pending assessment to determine eligibility and 13 assessments in progress for current students. BCOE is providing a recovery counselor at each site for at least 1 day per week. Each counselor is going above and beyond what they are expected to do.

- **Superintendent, Lloyd Webb**
  The Superintendent gave an LCAP update while stressing the importance of goals and using our data collected through MAP assessments. School Site Councils have been including LCAP updates as well at their meetings. Superintendent Webb announced that the 3rd and final community LCAP meeting will take place March 5 at 9am in the District Office.
  All schools have been improving on SBAC. DUSD has been moved out of Differential Assistance of BCOE and is in line for an award. Sunshine letters have been sent to DUTA and CSEA for the beginning of new bargaining agreements.

- **Board of Trustees**
  None

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**J. CONSENT AGENDA**

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

**K. DISCUSSION ITEMS:** None
L. **ACTION ITEMS:**


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

2. **Action:** Approved Durham Unified School District Sunshine Proposal for contract openers with California School Employees Association (CSEA) for the 2019-2020 school year.

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

3. **Action:** Approved Legal Services Agreement between Durham Unified School District and Timothy M. Cary and Price, Postel & Parma LLP.

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

4. **Action:** Approved Certification of County Clerk-Recorder/Registrar of Voters to the Results of the Canvass of the November 6, 2018 Consolidated General Election.

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

5. **Action:** Consideration to adopt on First Reading; The Durham Unified School District coaching job description.

   **PULLED FROM ACTION ITEMS**

6. **Action:** Approved the required report for the Low-Performing Students Block Grant.

   Moved: Ed McLaughlin  Second: Matthew Thorpe  Vote: 4-0  Abstained:  Absent: 1

7. **Action:** Approved the Temporary Certificated Employment contract with Durham Unified School District.

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

8. **Action:** Approval of the MOU between Durham Unified School District and The Boys and Girls Clubs of the North Valley.

   (Continued from the January 16, 2019 DUSD Board Meeting.)

   **PULLED FROM ACTION ITEMS**


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

10. **Action:** Approved Winter Release Consolidated Application.

    Moved: Ed McLaughlin  Second: Matthew Thorpe  Vote: 4-0  Abstained:  Absent: 1

11. **Action:** Adopted on First Reading Durham Unified School District Board Policy updates:

    - BP/AR 0420 School Plans/Site Councils
    - BP/AR 0450 Comprehensive Safety Plan
M. ITEMS FROM THE BOARD OF TRUSTEES
- Kathy Horn: Requesting an update on math materials and possible options.
- Matthew Thorpe: Requesting monthly data on any Paradise fiscal impact to Durham Unified School District. Requested the same information regarding the North State Boys and Girls Club on the Durham campus. Trustee Thorpe would also like the date of the Winter Sports Banquet as well as an update on the Fall Sports survey which has been completed.
- Ed McLaughlin: Addressed an ongoing parking issue at the Elementary School parking area. Requested update on teacher collaboration and how it is helping to improve the education system in Durham.
- President, Lance Smith: A big salute to the Principals, they are doing an excellent job. Thank you DUTA for such positive comments and for attending the Board meetings. It is nice to have all the people that attend working together for the betterment of our District.

N. RETURN TO CLOSED SESSION - None

O. CLOSED SESSION - None

P. RETURN TO OPEN SESSION - None

Q. REPORT OF ACTION TAKEN IN CLOSED SESSION - None

R. NEXT BOARD MEETING DATE: March 20, 2019

S. ADJOURNMENT
President Smith adjourned the meeting of the DUSD Board of Trustees at 8:30 pm.

Notes:
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**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
SPECIAL Meeting of the Board of Trustees
Tuesday, March 12, 2019
7:45 A.M. Closed Session
8:00 A.M. Open Session
Adobe Church, 2404 Durham Dayton Hwy, Durham, CA 95938

Minutes
A Special Meeting of the Board of Trustees of the Durham Unified School District was held at the Adobe Church located at 2404 Durham Dayton Hwy, Durham, CA on Tuesday, March 12, 2019.

Trustees Present: Alex DuBose, Kathy Horn, Lance Smith and Matthew Thorpe
Trustees Absent: Ed McLaughlin

Administration Present: Superintendent, Lloyd Webb

A. Call to Order:
President Lance Smith called the meeting to order at 8:20 am at the Adobe Church in Durham.

B. Pledge of Allegiance:
Trustee Matthew Thorpe led the Pledge of Allegiance.

C. Items from the Public: None

D. 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)
4. Public Employee Performance Evaluation: Superintendent (Government Code 54957)

E. Report of Action Taken in Closed Session:
President Lance Smith announced that during closed session, the Board adopted a resolution Pursuant to Education Code section 44929.21 and authorized the District’s Superintendent to notify a principal of release and reassignment from his/her position.
F. Consent Agenda: Approval of the Consent Agenda

Motion  Lance Smith  Second Ed McLaughlin  Vote: 5-0  Abstained 0  Absent 0

G. Items from the Board: None

H. Next Board Meeting Date: Wednesday, March 20, 2019

I. Adjournment: 2:20 pm
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**Board Report:**

Checks Dated 02/01/2019 through 02/28/2019

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Board Report

RegPay12d
California Career Pathways Trust Grant AMENDMENT TO CONTRACT

Contractor: Durham High School

Amendment No. 2

This amendment to Contract made on August 23, 2018, ("Amendment") constitutes an amendment to the Sub award Agreement between the Chico Unified School District, ("District"), and Durham High School, "Contractor").

BACKGROUND

A. District and Contractor entered into a written agreement entitled Sub Award Agreement, dated June 1, 2015.
B. District and Contractor now desire to amend the Contract as stated below.

The parties amend the contract as follows:

1. Exhibit B, Budget, attached to the Contract is hereby amended and shall hereafter be:

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<tr>
<td>Funds T1</td>
<td>Funds T2</td>
<td>Extra Funds</td>
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<td>1000</td>
<td>$ 5,000.00</td>
<td>$ 3,000.00</td>
<td>$ 10,000.00</td>
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<td>$ 35,000.00</td>
<td>$ 16,000.00</td>
<td>$ 51,000.00</td>
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<td>$ 43,500.00</td>
<td>$ 25,000.00</td>
<td>$ 103,500.00</td>
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</table>

2. This Amendment is the entire agreement between District and Contractor with respect to the amendment of Contract. In the event of any conflict for inconsistency between the provisions of the Contract and this Amendment, the provisions of this Amendment shall control and govern.

3. Except as specifically amended herein, all of the terms and conditions of the Contract and all previous amendments remain in full force and effect.

IN WITNESS WHEREOF, District and Contractor have caused this Amendment to be duly executed intending to be bound thereby.

CONTRACTOR
By: Durham High School
Name: [Signature]
Date: 2/27/19

DISTRICT
By: [Signature]
Date: 02/06/19
DURHAM UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

Governance Handbook

Board of Trustees
Lance Smith, President
Ed McLaughlin, Clerk
Alex DuBose, Trustee
Kathy Horn, Trustee
Mathew Thorpe, Trustee

Superintendent
Lloyd Webb

Adopted by the Board of Trustees: March 20, 2013
Reviewed by the Board of Trustees: March 10, 2014
Reviewed by the Board of Trustees: March 12, 2019
Adopted by the Board of Trustees: March 20, 2019

This handbook reflects the governance team’s work on creation of a framework for effective governance. This involves ongoing discussions about unity of purpose, roles, commitment to norms and coming to agreement on standards/formal structures that will enable the governance team to perform its responsibilities in a way that best benefits all children.
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## AGREEMENTS TO FACILITATE GOVERNANCE LEADERSHIP

- ................................................................. 10
Effective governance teams discuss and agree on the formal structures and processes used by the trustees and the Superintendent in their functioning as a team (e.g., processes or structures for agenda setting, set-up of Board room and table, agenda structure, handling complaints or concerns from the community, bringing up a new idea); how governance teams operate, and how they do business. These agreements about how groups will operate are often called standards.

OUR BELIEFS:

We have an obligation to set an example of good government in action for our community. We will model dignified problem solving for our community and our children. The Board President works with the Superintendent to ensure board meeting effectiveness. We intend that our board meetings proceed professionally, efficiently and effectively and that district staff will have the opportunity to provide necessary background materials and information to the Board in a respectful environment. Each board member must have the opportunity to express his or her viewpoint during board deliberation. Everyone in attendance at board meetings will be treated with dignity and respect.

It is essential that important information be communicated to members of the Board, the staff and the community in as timely a fashion as possible. Board Members and the Superintendent have an obligation to communicate clearly about district issues to the staff and community. We recognize that some situations have legal or other considerations that may place restrictions on what may be told to the media or public. Confidential issues must remain confidential. It is important that the Board speak with clarity and consistency regarding board actions in order to maintain the trust of our community.
The following standards were developed to support and promote the effectiveness of our governance team.

<table>
<thead>
<tr>
<th>Issue</th>
<th>Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Limits of Board Member Authority</td>
<td>• The Governing Board recognizes that the Board is the unit of authority over the district and that a board member has no individual authority. Board members shall hold the education of students above any partisan principle, group interest, or personal interest.</td>
</tr>
<tr>
<td></td>
<td>• Individual board members do not have the authority to resolve complaints. Any board member approached directly by a person with a complaint should refer the complainant to the Superintendent or designee so that the problem may receive proper consideration and be handled through the appropriate district process.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Issue</th>
<th>Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board meeting management</td>
<td>• We understand that Board meetings are meetings of the Board held in public, not open forum town hall meetings.</td>
</tr>
<tr>
<td></td>
<td>• The Board President will read comments to the community.</td>
</tr>
<tr>
<td></td>
<td>• The speaker must come to the podium to address the Board. The Board President will read a statement regarding public comments</td>
</tr>
<tr>
<td></td>
<td>• We will keep this in mind as we conduct our meetings, allowing the public to provide input at the time allotted. This will ensure that multiple voices of the community are heard before board deliberations.</td>
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<tr>
<td></td>
<td>• However, when the Board deliberates, it will be a time for the Board to listen and learn from each other, taking the public input into consideration, not a time to re-engage with the public.</td>
</tr>
<tr>
<td></td>
<td>• We will consistently abide by our formal processes relating to this issue so that all persons are treated fairly and equally.</td>
</tr>
<tr>
<td></td>
<td>• We will review our policies, bylaws and standards relating to board meeting management (e.g., time limits on input from members of the public), revising or reaffirming them as appropriate.</td>
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</table>

<table>
<thead>
<tr>
<th>Issue</th>
<th>Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual Board member requests for action</td>
<td>• The only authority to direct action rests with a quorum of the Board sitting at the board table.</td>
</tr>
<tr>
<td></td>
<td>• A majority vote sets such direction.</td>
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<td></td>
<td>• Individual Board members may request future agenda items through the Board President or Superintendent.</td>
</tr>
<tr>
<td>Issue</td>
<td>Standard</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Voting no</td>
<td>• Each trustee respects the right of other trustees to vote “no” on an issue.</td>
</tr>
<tr>
<td>Closed Session and the Brown Act</td>
<td>• The Brown Act prohibits board members from disclosing information discussed during closed session. It is in violation of the law to do so.</td>
</tr>
</tbody>
</table>
| Individual Board member requests for information | • An individual board member will – insofar as possible – let the Superintendent and staff know ahead of time when a request for information will be made in public so the staff can be prepared to provide a thorough answer.  
• Individual Board members will self-monitor to ensure one person's request for information does not divert an inappropriate amount of time from staff efforts to achieve district goals. |
| Self-monitoring of governance team effectiveness | • We will schedule a workshop periodically to review governance team agreements and processes by reviewing the Governance Handbook. |
| Visiting schools                          | • Visits are encouraged.  
• As a professional courtesy, trustees will notify the Superintendent prior to making an arrangement for the visit.  
• Trustees will also be cautious about encroaching on the learning environment. To assist in this matter, the Superintendent will ensure principals and teachers know that a teacher does not need to interrupt his/her lesson when a board member visits a classroom.  
• The Superintendent will make arrangements for the Board members to visit each school periodically. |
## DUSD BOARD OF EDUCATION STANDARDS (Cont’d)

### COMMUNICATION

<table>
<thead>
<tr>
<th>Issue</th>
<th>Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Handling concerns from the public and staff</td>
<td>• When an individual brings a concern to a board member, the member will listen, remembering he or she is only hearing one side of the issue. The board member will attempt to refer him or her to the person in the district most appropriate to address their concern.</td>
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<tr>
<td></td>
<td>• If the concern of an individual will eventually require board action, the board member will not be able to hear the details of the complaint so as not to prejudice the board decision.</td>
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<td></td>
<td>• This ensures everyone is treated fairly, equally and expeditiously and that the processes and procedures of the district are upheld.</td>
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<td></td>
<td>• This clarifies that one board member has no individual authority to fix a problem.</td>
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### BROWN ACT

<table>
<thead>
<tr>
<th>Issue</th>
<th>Standard</th>
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<tbody>
<tr>
<td>Email</td>
<td>• We will use email carefully to insure that we do not violate the Brown Act which prohibits board members from exchanging facts to:</td>
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<tr>
<td></td>
<td>- Develop collective concurrence</td>
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<td>- Advance or clarify an issue</td>
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<td></td>
<td>- Facilitate agreement or compromise</td>
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<td></td>
<td>- Advance ultimate resolution</td>
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<td>• We recognize that using Reply All:</td>
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<td>- easiest makes email part of the deliberative process</td>
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<td>- Creates a public record</td>
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<td>- Inhibits opportunity for any other two board members to have a conversation on a topic</td>
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<td></td>
<td>Board members will be aware of and follow District policy as it pertains to electronic communication.</td>
</tr>
<tr>
<td>Issue</td>
<td></td>
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<tr>
<td>----------------------------------------------------------------------</td>
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<tr>
<td>Role and Responsibilities of the Board President</td>
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</table>

The Board president has a facilitation role relative to Board meetings and acts as spokesperson for the Board. S/he has no more authority than any other Board member outside of Board meetings.

**Our Agreement:**
The role of the Board president is to:
- chair meetings,
- work with the Superintendent as necessary to help ensure Board members have the necessary information and materials to make decisions,
- make sure that pending agenda items are addressed appropriately,
- confer with the Superintendent before meetings to prepare, as necessary for the upcoming meeting,
- model the tone and behavior the Board wishes to convey to the community.

As meeting chair, the Board president will:
- open and preside over meetings,
- introduce agenda items, providing some background information as appropriate, different from background information that is provided by staff (e.g., “This is an item we have had on our agendas four times in the last three months. We have given it a great deal of consideration and appreciate all of the input we have received from the public and the information staff has provided on the issue. Tonight we will receive additional public input, deliberate further and hope to make a final decision.”),
- call on speakers,
- ensure that a motion be made at an appropriate time during deliberation or make a motion him or herself,
- make sure all board members present have a chance to share in deliberation,
- work to facilitate effective deliberation,
- interpret and clarify for understanding to ensure that all Board members have an accurate understanding as the deliberation proceeds,
- wait until all other board members who wish to speak on an issue have done so before adding his or her own comments,
- call for a vote restating the motion,
- clarify and authenticate all action, order and procedures of the Board,
- adjourn meetings,
- remind the governance team and audience members of any meeting guidelines and Professional Governance Standards the Board has adopted, as necessary,
- work with the Superintendent following a board meeting to make sure there is appropriate follow-up and clarification of possible options for the Board’s future consideration on an issue(s),
- serve as the spokesperson for the Board – always bearing in mind the direction and commitment of the Board given during Board meetings.
### Role of the Clerk

<table>
<thead>
<tr>
<th>Issue</th>
<th>Our Agreement:</th>
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<tbody>
<tr>
<td></td>
<td>The duties of the clerk shall be to:</td>
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<tr>
<td></td>
<td>• Certify or attest to actions taken by the Board when required</td>
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<tr>
<td></td>
<td>• Maintain such other records or reports as required by law</td>
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<tr>
<td></td>
<td>• Sign the minutes of Board meetings following their approval</td>
</tr>
<tr>
<td></td>
<td>• Sign documents on behalf of the district as directed by the Board</td>
</tr>
<tr>
<td></td>
<td>• Serve as presiding officer in the absence of the president</td>
</tr>
<tr>
<td></td>
<td>• Perform any other duties assigned by the Board</td>
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</table>

### Designated Spokesperson(s)

<table>
<thead>
<tr>
<th>Issue</th>
<th>Our Agreement:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Designated Spokesperson(s)</td>
<td>The designated spokesperson will vary depending on the issue or situation:</td>
</tr>
<tr>
<td></td>
<td>• <strong>Crisis:</strong> The Superintendent will be the primary spokesperson and shall</td>
</tr>
<tr>
<td></td>
<td>involve the Board president.</td>
</tr>
<tr>
<td></td>
<td>• <strong>Meeting Information</strong> (e.g., Board meetings, agenda items, study sessions):</td>
</tr>
<tr>
<td></td>
<td>The Board President and the Superintendent will serve as primary spokespersons.</td>
</tr>
<tr>
<td></td>
<td>• <strong>Core Values / Vision / District Priorities / General District Information:</strong></td>
</tr>
<tr>
<td></td>
<td>All governance team members, comprised of Board members and the superintendent,</td>
</tr>
<tr>
<td></td>
<td>may serve as spokespersons.</td>
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<tr>
<td></td>
<td>• During the Governance Workshop the governance team will discuss which team</td>
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<td></td>
<td>members are going to be networking with which community groups and organizations.</td>
</tr>
<tr>
<td></td>
<td>• If a Board member is invited to speak to a community group or organization on behalf of the Board, s/he will make sure other Board members know about the invitation and will request updated district information as appropriate.</td>
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<tr>
<td></td>
<td>• The Board Member visiting a community group will provide a report to the Board at the next board meeting under Agenda Item: Items from the Board.</td>
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</table>
DUSD BOARD OF EDUCATION STANDARDS (Cont’d)

<table>
<thead>
<tr>
<th>Issue</th>
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<tr>
<td>Role of the Superintendent</td>
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</table>

*Durham is a unique district. Our school community has high expectations of our schools. As our budget has diminished, our Superintendent and Principals have taken over responsibilities normally delegated to other administrators. In assessing our needs to insure the future of our District, the following sets forth functions and expectations for our Superintendent. This document is by no means a comprehensive list of the Superintendent’s responsibilities. We will update this document as we identify additional areas that we expect our Superintendent to address.*

**Expectations For Our Superintendent:**

- **District Governance Team.** Lead the governance team to establish and implement Professional Governance Standards and an Ethics Statement for the board members and the superintendent. Lead the governance team in the development of core values. Work with the governance team to develop a vision and set the direction for the District.

- **Long Range Plans and Strategic Initiatives.** As a member of the District Governance Team lead the District in setting and implementing long-range plans, priorities, strategic initiatives, and action steps.

- **Instructional Leadership.** Develop the best possible attainable program of education. Keep informed of current curricular and educational thoughts, trends, and practices as well as proposed legislation impacting the District. Move the District forward in developing goals and action steps to identify and assess progress toward meeting our instructional goals. Assures continuous study and revision of the curricular program.

Work collaboratively with the site leadership (Principal and teacher leaders) to assure that the District’s students are continually progressing toward meeting or exceeding state and district content.

- **Budget and Leadership.** Maintain budget oversight. Establish systems of control that account for district funds. Keep current on district and state funding and resources. Administer the budget and keep expenditures within those limits. Assure compliance with funded and unfunded mandates. Present to the Board long-range financial needs and budget proposals. Lead the District’s school community in establishing budget priorities.
Role of the Superintendent - Continued

Take measures to enhance revenues through advocacy (such as school foundation, school/community fundraisers) by significant daily and weekly communications and meetings.

- **Communication, Community and Leadership.** Open and maintain lines of communication and cooperative working relationships with our school community. Establish communication channels with our school staff, our community and surrounding communities. Speak on behalf of the District. Prepare reports for public release. Restore and establish consistency and stability with the District’s most important resources: teachers and support personnel.

- **Personnel Management and Leadership.** Reorganize and implement effective, well-organized personnel practices. Follow appropriate collective bargaining processes. Communicate and implement bargained agreements. Manage district litigation. Provide support for new teachers as well as supervising and coaching for district principals to assure success.

- **Board Policies and Leadership.** Bring and keep the District current with all state and federal laws that have been added or amended over the past years.

- **Technology and Leadership.** Develop a continuing and ongoing technology plan.

- **Special Education.** Oversight of special education. Maximize resources in serving our students with special education. Be aware of and manage encroachment of the District budget along with pending litigation, shared services, and Special Education Local Planning Area (SELPAs).

*It is expected that the Superintendent may delegate some of the authority and responsibilities of the position. However, the Superintendent has the final responsibility under such delegation.*
<table>
<thead>
<tr>
<th>Issue</th>
<th>Each trustee shall abide by the Code of Ethics for School Board Members:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Code of Ethics for School Board Members</td>
<td>- I will uphold and enforce all laws, rules and regulations of the State Board of Education, and court orders pertaining to schools. Desired changes shall be brought about only through legal and ethical procedures.</td>
</tr>
<tr>
<td></td>
<td>- I will make decisions in terms of the educational welfare of children and will seek to develop and maintain our schools to meet the individual needs of all children regardless of their ability, race, creed, sex, or social standing.</td>
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<tr>
<td></td>
<td>- I will confine my board action to policy making, planning, and appraisal, and I will help to frame policies and plans only after the board has consulted those who will be affected by them.</td>
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<td></td>
<td>- I will not administer the schools, but together with my fellow board members, will work to ensure that they are well run.</td>
</tr>
<tr>
<td></td>
<td>- I will recognize that authority rests with the board of education and will make no personal promises nor take any private action that may compromise the board.</td>
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<tr>
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<td>- I will refuse to surrender my independent judgment to special interest or partisan political groups or to use the schools for personal gain or for the gain of others.</td>
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<tr>
<td></td>
<td>- I will hold confidential all matters pertaining to the schools, which if disclosed would needlessly injure individuals or the schools. In all other matters, I will provide accurate information and, in concert with my fellow board members, communicate to the superintendent the perspective of the community for its school.</td>
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<tr>
<td></td>
<td>- I will vote to appoint the best qualified personnel available after consideration of the recommendation of the Superintendent.</td>
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<td>- I will support and protect school personnel in proper performance of their duties.</td>
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<td></td>
<td>- I will refer all complaints to the appropriate authority and will adjudicate complaints according to the Durham Unified School District complaint procedure.</td>
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</tbody>
</table>
AGREEMENTS TO FACILITATE GOVERNANCE LEADERSHIP

A major difference between groups and teams is that teams have clear agreements (norms that identify expectations for behavior, and protocols that describe how the team will operate) set by the team's members. Once developed, these norms and standards shape how team members behave with each other and how they perform their responsibilities.

Group expectations help a group work together to not only address difficult issues in an objective and consistent way, but also to confirm what each member will do in the normal course of business to help the team succeed.

- CSBA

DUSD Governance Team Norms and Standards

The Board of Education for the Durham Unified School District is entrusted by the community to uphold the Constitutions of California and the United States, to protect the public interest in schools, and to ensure that a high quality education is provided to each student.

To effectively meet district challenges, the Board and the Superintendent must function together as a governance leadership team. Agreed upon behaviors (or norms) and operating procedures (or standards) support consistent behaviors and actions among team members.

The purpose of the DUSD governance team agreements is to ensure a positive and productive working relationship among board members, the Superintendent, district staff, students, and the community. Our beliefs, standards, and Code of Ethics were developed for and by the members of the governance team, and may be modified over time as needed.

We have reviewed and agree to follow the aforementioned governance team norms and standards in support of a positive and productive working relationship among the Durham Unified School District Board of Education, staff, students and the community. We shall renew this agreement periodically as determined by the DUSD Board of Education.

Affirmed on this 20 day of March, 2019.

Lance Smith, Board President

Ed McLaughlin, Clerk

Kathy Horn, Member

Alex DuBose, Member

Mathew Thorpe, Member

Lloyd Webb, Superintendent
**DURHAM UNIFIED SCHOOL DISTRICT**

**Board Meeting Date:** March 20, 2019

<table>
<thead>
<tr>
<th>SUBJECT:</th>
<th>Renewal of E-Rate Contract with BCOE for ISP Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>PREPARER:</td>
<td>Tina Blenn</td>
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<table>
<thead>
<tr>
<th>RECOMMENDATION</th>
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<tbody>
<tr>
<td>☑ Approve</td>
<td></td>
<td>☐ Do Not Approve</td>
</tr>
<tr>
<td>☐ Accept</td>
<td></td>
<td>☐ Discuss</td>
</tr>
<tr>
<td>☐ Information Only</td>
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</tbody>
</table>

**BACKGROUND:**

Durham Unified School District has elected to continue services provided by BCOE ISP Services through E-Rate.
INDEPENDENT CONSULTANT AGREEMENT FOR SPECIAL SERVICES TO BE PROVIDED BY BCOE

This Independent Consultant Agreement for Special Services ("Agreement") is made as of February 6, 2019, between the Butte County Office of Education ("BCOE") and Durham Unified School District ("Client") (together, "Parties").

WHEREAS, the Client is authorized to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if those persons are specially trained and competent to perform the special services required, and the Client has determined the BCOE to be specially trained and competent to perform the special services required under this Agreement.

1. **Services.** The BCOE shall furnish to the Client the services as described in EXHIBIT "A" attached hereto and incorporated herein by this reference ("Services").

2. **Term.** BCOE shall commence providing Services under this Agreement upon execution of the Agreement by both parties, and will diligently perform such Services as required. The term for Services and schedule to provide Services shall be in accordance with the schedule included in EXHIBIT "B";

3. **Compensation.** BCOE compensation from the Client shall be as set forth in EXHIBIT "B" as the proposed fee for Services.

4. **Expenses.** BCOE shall be paid any additional costs or expenses incurred by BCOE in performing Services for Client.

5. **Independent Contractor.** BCOE, in the performance of this Agreement, shall be and act as an independent contractor.

6. **Materials.** Client shall furnish, and pay for all labor, materials, equipment, supplies and other items necessary for BCOE to complete the Services to be provided pursuant to this Agreement.

7. **Termination.** BCOE may, at any time, with or without reason, terminate this Agreement with thirty (30) days written notice, and be compensated by Client for Services rendered up to the date of termination (i.e., BCOE will be compensated by Client for Services completed to date as a pro-rata amount of the full fees, costs, and expenses).

8. **Indemnification.** To the furthest extent permitted by California law, Client shall, at its sole expense, defend, indemnify, and hold harmless the BCOE, the State of California, and their agents, representatives, officers, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Client under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The BCOE shall have the right to accept or reject any legal representation that Client proposes to defend the indemnified parties.
9. **Insurance.**

9.1. The BCOE shall procure and maintain at all times it performs any portion of the Services its applicable forms of insurance.

10. **Assignment.** The obligations of the Client pursuant to this Agreement shall not be assigned by the Client.

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

<table>
<thead>
<tr>
<th>If to BCOE:</th>
<th>If to Client:</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUTTE COUNTY OFFICE OF EDUCATION</td>
<td>Durham Unified School District</td>
</tr>
<tr>
<td>1859 Bird Street</td>
<td>9420 Putney Drive</td>
</tr>
<tr>
<td>Oroville, CA 95965</td>
<td>Durham, CA 95938</td>
</tr>
<tr>
<td>FAX: (530) 532-5682</td>
<td>FAX: (530) 895-4692</td>
</tr>
<tr>
<td>ATTN: Mary Sakuma</td>
<td>ATTN: Lloyd Webb</td>
</tr>
</tbody>
</table>

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

12. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorneys’ fees.

13. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This Agreement is not valid until approved/ratified by the BCOE’s governing board. Services shall not be rendered until Agreement is approved or ratified.

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

16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

18. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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

**BCOE:**

Dated: ______________________, 2019

**DURHAM UNIFIED SCHOOL DISTRICT**

By: ______________________

Print Name: ______________________

Title: ______________________

**Client:**

Dated: ______________________, 2019

By: ______________________

Print Name: ______________________

Title: ______________________
EXHIBIT “A”

Scope of Services

Butte County Office of Education (BCOE) will provide Internet Access services to Durham Unified School District. The Internet Access services provided for the District under this agreement are for daily operational support that is E-Rate eligible as specified within the eligible services list under Internet Access. Specific services to be provided include:

- Provide a minimum of 1GB for Durham Unified School District
- Install, configure and maintain Internet Access required equipment
- Install operating system upgrades and patches on all Internet access equipment to ensure continued functionality
- Monitor and troubleshoot Internet accessing equipment, conduits and data circuits to identify specific problems, reduce downtime and notify the district at the point of any disruption of service
- Coordinate data circuit repair with providers when needed
- Provide Domain Name Services to facilitate Internet Access
- Provide Basic Firewall protection against unauthorized use and access of Internet services

Hardware and Warranty/Device Maintenance

All Internet Access devices included in our service will maintain a warranty unless stated otherwise. BCOE will also maintain spare Internet Access equipment for same day replacement of defective unit(s).

Services Not Included

The following services are not included with our Internet Access:

- Monthly cost for telecommunication circuits (i.e. DS0, T1, DS3, etc.)
- Installation, configuration, or maintenance of Local Area Network (LAN) equipment
- Network cable installation
- Installation, configuration, or maintenance of local workstations, switches, Wireless Access Points (WAPs) and servers
- Anything not listed on the USAC E-Rate eligibility list for Internet Access

Support Hours

- BCOE support hours are Monday – Friday, 7:30am – 4:30pm excluding BCOE holidays
- Network outage issues started during the regular support hours will continue to be worked until resolved even after normal support hours
- After hours support and weekend support can be pre-arranged with ten (10) business days notice

SLA – Service Level Agreement

- BCOE will respond to voice or email inquiries regarding Internet service outages within one (1) hour during support hours
- Response to service interruptions will include voice, email, SMS, or physical response, depending on the severity of the issue
- BCOE will coordinate the repair or replacement of Internet Access equipment and maintain swappable spares to reestablish service as soon as possible
- Scheduled routine maintenance will need to be performed occasionally on BCOE Internet Access equipment for software upgrades, hardware upgrades, and patches.
- BCOE will provide at least two (2) weeks notice for planned scheduled maintenance that creates a service interruption.
- Because BCOE already provides considerably discounted rates, additional discounts cannot be provided for extended outages.
EXHIBIT “B”

Fee Schedule

Terms of Agreement
- The contract term for Internet Access will be three (3) years, with the option to extend for an additional two (2) one-year extensions.
- The term of this contract is for three (3) years effective July 1, 2019 (E-Rate Funding Year 2019) through June 30, 2022.
- The maximum duration of the agreement, including all extensions, shall be five (5) years.
- The total annual cost of this agreement is $7900.
- **Attachment A** includes the District sites included in our Internet Access Services.
- No other services will be a part of this agreement that is not E-rate eligible.
- School Districts shall not extend Internet Access services to for-profit agencies, organizations and institutions, general public regardless of any previous arrangements that may have existed between them.
- Internet Access services provided by BCOE cannot be resold.
- No additional firewall nor any unauthorized network device (deemed by BCOE) can be connected to the BCOE WAN unless authorized by the BCOE Network Operations Manager or BCOE IT Director. Failure to comply can result in termination of this contract within 14 days and disconnection from the BCOE WAN.
- In the event a compromised host or malicious device is detected on the network, the compromised host must be removed or disconnected from the network within 1 hour of notification.

**Attachment A**

<table>
<thead>
<tr>
<th>Item no.</th>
<th>Sites</th>
<th>Internet Service Provider (ISP) Bandwidth</th>
<th>Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Durham Unified</td>
<td>1000 mbps</td>
<td>$7900</td>
</tr>
</tbody>
</table>
DURHAM UNIFIED SCHOOL DISTRICT

Board Meeting Date: March 20, 2019

**SUBJECT:** Renewal of E-Rate Contract with Comcast Data Line Services  
Option One

**PREPARER:** Tina Blenn

<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>

**BACKGROUND:**

Durham Unified School District has elected to continue services provided by Comcast Data Line Services through E-Rate. The following page provides the continued services provided.

Option One: Ethernet Private Line Service:  
Option 1 – 1,000 Mbps routed to BCOE @ $1,990.00 per month.
Price Proposal

Comcast is pleased to provide the following pricing in response to this proposal.

Option One: Ethernet Private Line Service (EPL):

<table>
<thead>
<tr>
<th>Option</th>
<th>Bandwidth</th>
<th>Term</th>
<th>A Location</th>
<th>Z Location</th>
<th>MRC</th>
<th>Non Recurring</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1,000 Mbps</td>
<td>36 m</td>
<td>Durham High School-9455</td>
<td>BCOE-1859 Bird St</td>
<td>$1,990.00</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Putney Dr Durham, CA 95938</td>
<td>Oroville, CA 95966</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2,000 Mbps</td>
<td>36 m</td>
<td>Durham High School-9455</td>
<td>BCOE-1859 Bird St</td>
<td>$3,145.80</td>
<td>$0</td>
</tr>
<tr>
<td></td>
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<td>Putney Dr Durham, CA 95938</td>
<td>Oroville, CA 95966</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>3,000 Mbps</td>
<td>36 m</td>
<td>Durham High School-9455</td>
<td>BCOE-1859 Bird St</td>
<td>$3,248.70</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Putney Dr Durham, CA 95938</td>
<td>Oroville, CA 95966</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>4,000 Mbps</td>
<td>36 m</td>
<td>Durham High School-9455</td>
<td>BCOE-1859 Bird St</td>
<td>$3,563.28</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Putney Dr Durham, CA 95938</td>
<td>Oroville, CA 95966</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>5,000 Mbps</td>
<td>36 m</td>
<td>Durham High School-9455</td>
<td>BCOE-1859 Bird St</td>
<td>$3,749.99</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Putney Dr Durham, CA 95938</td>
<td>Oroville, CA 95966</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Option Two: Ethernet Dedicated Internet Service (EDI):

<table>
<thead>
<tr>
<th>Location and Service</th>
<th>Qty</th>
<th>Product</th>
<th>Bandwidth</th>
<th>MRC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Durham Intermediate School-9416 Putney Dr Durham, CA 95938</td>
<td>1</td>
<td>EDI</td>
<td>1,000 Mbps</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Durham Unified District Office-9420 Putney Dr Durham, CA 95938</td>
<td>1</td>
<td>EDI</td>
<td>1,000 Mbps</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Durham Elementary School-9421 Putney Dr Durham, CA 95938</td>
<td>1</td>
<td>EDI</td>
<td>1,000 Mbps</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Durham High School-9455 Putney Dr Durham, CA 95938</td>
<td>1</td>
<td>EDI</td>
<td>1,000 Mbps</td>
<td>$1,500.00</td>
</tr>
</tbody>
</table>

Total (36 Month Term) MRC $6,000.00 NRC $.00

Terms and Conditions—unless otherwise stated herein, this proposal is conditioned upon negotiation of mutually acceptable terms and conditions. Proposal Pricing—Pricing proposed herein complies with USAC rules regarding Lowest Corresponding Price and is based upon the specific product/service mix and locations outlined in this proposal, is subject to Comcast standard terms and conditions for those products and services and the Comcast E-Rate Rider unless otherwise stated herein. Any changes or variations in the standard terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.
DURHAM UNIFIED SCHOOL DISTRICT
FIELD TRIP REQUEST

Date Submitted: 2019
School Site: DES/DIS Program: DUSD GATE _Seat Count: _N/A
Requesting Party: Jacqueline Lincoln Phone: 530-521-1150 Cell:
Purpose of Trip: Competition for Odyssey of the Mind
Date of Trip: Saturday, March 2, 2019 Day of Week: SATURDAY
Contact Name: Jacqueline Lincoln Cell: 530-521-1150

TYPE OF TRANSPORTATION REQUESTED

___ School Bus ___ Charter ___ District Van ___ Parent Driver

Have DMV records been checked for parent driver N/A yes no T

Destination: Mt. View Middle School
Address: ____________________________ City: Redding State: CA
Scheduled Departure Time: 6AM Scheduled Return Time: 6PM

Payment Method: N/A ___ ASB Funds ___ PTS ___ Budget Transfer

All students will be driven by their parent to and from event. No cost nec. No drivers nec.

APPROVALS:
Principal: ____________________________ Superintendent: ____________________________
Date: ____________________________ Date: 2/26/19
DURHAM UNIFIED SCHOOL DISTRICT
FIELD TRIP REQUEST

Date Submitted: 2/27/19

School Site: DTHS Program: Athletics Seat Count: 

Requesting Party: Softball Phone: Cell: 

Purpose of Trip: Softball Tournament

Date of Trip: 3/15 - 3/16 Day of Week: Fri/Sat

Contact Name: Amy Holquist Cell: 916.769.0719

TYPE OF TRANSPORTATION REQUESTED

___ School Bus ___ Charter ___ District Van ___ Parent Driver

Have DMV records been checked for parent driver: yes ___ no ___

Destination: Watsonville/Santa Cruz

Address: City: Watsonville State: CA

Scheduled Departure Time: 10:30 AM Scheduled Return Time: 11:00 PM

Payment Method: ___ ASB Funds ___ PTS ___ Budget Transfer

Athletics (Softball acct.)

APPROVALS:

Principal: Date: 2/27/19

Superintendent: Date: 2/27/19

Revised Form: 2/25/11
Date Submitted: 3/7/19
School Site: DES Program: Ecological Reserve Seat Count: 27
Requesting Party: 4th Grade Phone: (530) 895-4695 Cell: (530) 680-1338
Purpose of Trip: To discover animals and plants in their natural habitats
Date of Trip: 4/30 Day of Week: Tuesday
Contact Name: Cassie Halley Cell: (530) 680-1338

TYPE OF TRANSPORTATION REQUESTED

School Bus Charter District Van Parent Driver

Have DMV records been checked for parent driver yes x no

Destination: Ecological Reserve
Address: 3521 94 Mile House Rd. City: Forest Ranch State: CA
Scheduled Departure Time: 8:30 AM Scheduled Return Time: 1:30 PM
Payment Method: X ASB Funds PTS Budget Transfer

Donation of $135

APPROVALS:
Principal: 8W
Date: 3/7/19
Superintendent:
Date: 3/7/19
Date Submitted: 3/7/19
School Site: DES  Program: Ecological Reserve  Seat Count: 52
Requesting Party: 4th Grade  Phone: (530) 895-4495  Cell: (530) 521-1150
Purpose of Trip: To discover animals & plants in their natural habitat.
Date of Trip: 5/3  Day of Week: Friday
Contact Name: Jacqueline Lincoln  Cell: (530) 521-1150

TYPE OF TRANSPORTATION REQUESTED

☐ School Bus  ☐ Charter  ☐ District Van  ☑ Parent Driver

Have DMV records been checked for parent driver  yes ☑  no ☐

Destination: Ecological Reserve
Address: 3521 14 Mile House Rd. City: Forest Ranch  State: CA
Scheduled Departure Time: 8:30 AM  Scheduled Return Time: 2:30 PM
Payment Method: ☑ ASB Funds  ☐ PTS  ☐ Budget Transfer

Donation of $260

APPROVALS:
Principal: 8W  Date: 3/7/19
Superintendent:  Date: 3-7-19

revised Form: 2/25/11
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: Durham High School
Club or Organization: Track and Field
Advisor/President: Bryan Schooke

Purpose of the fund raising project/activity: To raise money to travel to meets and for our program

Financial Goal of the project:

<table>
<thead>
<tr>
<th>Minor: Estimated Gross</th>
<th>Estimated Net</th>
</tr>
</thead>
<tbody>
<tr>
<td>$400</td>
<td></td>
</tr>
<tr>
<td>$1500</td>
<td></td>
</tr>
</tbody>
</table>

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

Selling attire (shirts, hats, bags, sweatshirt, etc.)

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

Beginning: 2/19/2019
Ending: 3/1/2019

Location: __________________________

Number of students to be involved: 68

Date: 2/14/2019
Organization Officer’s Signature

Date: __________________________
Advisor’s Signature (if applicable)

Date: 2/14/2019
Principal’s Signature

Date: __________________________
Student Body President’s Signature

Date: __________________________
Superintendent’s Signature (if required)

White: Club
Yellow: File
Pink: ASB Files
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 ______ 5th grade ______
Advisor/President ______ Mr. Coffee ______

Purpose of the fund raising project/activity: ______ Fund annual trip to San Francisco ______

Financial Goal of the project:

Minor: Estimated Gross ______ $1,000 ______
Major: Estimated Gross ______ ______

Estimated Net ______ 950 ______
Estimated Net ______ ______

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

Yes - car wash ______

Beginning/ending date(s) and times if appropriate of proposed fund raising project(s)/activity(ies):
Beginning: ______ 4-27-19 ______ 10:30 AM ______
Ending: ______ 4-27-19 ______ 2:30 PM ______
Location: ______ DES ______

Number of students to be involved: ______ ±50 ______

Date: ______ 3/8/19 ______
Organization Officer's Signature ______

Date: ______ 3/11/19 ______
Advisor's Signature (if applicable) ______

Date: ______ 3/11/19 ______
Principal's Signature ______

Date: ______ ______
Student Body President's Signature ______

Date: ______ ______
Superintendent's Signature (if required) ______

White: Club ______
Yellow: File ______
Pink: ASB Files ______
NEW! Pay for Student Meals Online

January 31, 2018

Dear Parents,

Durham Unified School District Food Service is excited to offer MySchoolBucks®! This will begin on FEBRUARY 18th, 2019. This online payment service provides a quick and easy way to add money to your student’s meal account using a credit/debit card or electronic check.

You can also view recent purchases, check balances, and set-up low balance alerts for FREE!

MySchoolBucks provides:

- **Convenience** - Available 24/7 on the web or through our mobile app for your smartphone
- **Efficiency** - Make payments for all your students, even if they attend different schools within the district. Eliminate the need for your students to take money to school.
- **Control** - Set low balance alerts, view account activity, recurring/automatic payments & more!
- **Flexibility** - Make payments using credit/debit cards and electronic checks.
- **Security** – MySchoolBucks adheres to the highest security standards.

Enrollment is easy!

1. Go to www.Myschoolbucks.com or download the mobile app and register for a free account.
2. Add your students using their school name and student ID.
3. Make a payment to your students’ accounts with your credit/debit card or electronic check. 
   *A program fee may apply. You will have the opportunity to review any fees and cancel if you choose, before you are charged.*

If you have any questions, contact MySchoolBucks directly:

- [support@myschoolbucks.com](mailto:support@myschoolbucks.com)
- (855) 832-5226
- Visit myschoolbucks.com and click on Help

Thank you,

Debbie Slightom
Food Service Manager
SECOND AMENDMENT TO FACILITIES USE AGREEMENT
BETWEEN DURHAM UNIFIED SCHOOL DISTRICT AND PARADISE UNIFIED SCHOOL DISTRICT
(2018-2019 SCHOOL YEAR)

This Second Amendment to Facilities Use Agreement ("Amendment") is made by and between the Durham Unified School District ("Durham") and the Paradise Unified School District ("Paradise") both public school districts organized and existing under the laws of the State of California, ("District"). Durham and Paradise are collectively referred to as the "Parties."

RECITALS

WHEREAS, pursuant to Education Code section 35160, the respective Governing Board’s for each Party entered into that certain Facilities Use Agreement ("FUA"), as amended, permitting Paradise to use the facilities of Durham, in order to temporarily hold classes for its students; and

WHEREAS, Paradise has determined that additional space is required to house its students for the duration of the 2018-2019 school year; and

WHEREAS, Section 16 of the FUA permits the Parties to amend or modify its terms to add additional expanded space for Paradise’s use by mutual written agreement; and

WHEREAS, the Parties desire to amend the FUA on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Recitals: Defined Terms. The Parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the License.

2. Use of Sites and Facilities. Section 1 of the FUA is hereby deleted in its entirety and replaced as follows:

   Section 1. Use of Sites and Facilities. Durham agrees to allow Paradise exclusive and non-exclusive use of the classrooms and other space allocated as described below and depicted on EXHIBIT A hereto, for the sole purpose of operating and holding classes for Paradise students and its related classroom-based educational programs in accordance with the rules, regulations, and laws permitting Paradise’s operations, as follows and subject to subsection (d) below:

   2018-2019 Allocated Space for Paradise

   Sites (See Exhibit B, Site Map):
   
   Durham Elementary School, Durham Intermediate School, Durham High School

   Grades
   
   TK - 5

   Second Amendment to Facilities Use Agreement 1

   DURHAM AND PARADISE UNIFIED SCHOOL DISTRICTS
   (2018-2019)
Facilities:

Exclusive Use -
Teaching Space:
(Total: 6,180 sq. ft.)

- 6 Classrooms (Room 2 (900 sq.ft.) and portables 34, 37, 38, 42, Mission High (960 sq. ft. each), and Mission Restrooms (480 sq.ft.))

Total Exclusive Use Space: 6,180 sq. ft.

Shared Use Space:
(Total: 8,108 sq. ft.)

- Gymnasium/Multipurpose Room (3,534 sq. ft.)
- 4 Classrooms (Portable 11 at Durham Intermediate School (960 sq.ft.), Room 16 (900 sq. ft.), Rooms 31 and 32 (960 sq. ft. each)
- 6 Student restrooms (794 sq. ft. in total)

Total Shared Use Space: 8,108 sq. ft.

Paradise Portables:
(Total: 4,800 sq. ft.)

- 5 Portable Classrooms (960 sq. ft. each)

Total Paradise Portable Space: 4,800 sq. ft.

3. Charged for Use of Space. Section 18 of the FUA is hereby deleted and the following is inserted in its place:

Section 2. Charges for Use of Space. The charge for Paradise’s use of the Site and Facilities will be calculated in the following manner, which shall include the use of Utilities, Maintenance of Site and Facilities, Students and Staff attending and working at Site and use of Facilities:

Base Operating Costs:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of Facilities (Depreciation)</td>
<td>$168,736</td>
</tr>
<tr>
<td>Facilities Maintenance</td>
<td>$284,239</td>
</tr>
<tr>
<td>Custodial Operations</td>
<td>$312,258</td>
</tr>
<tr>
<td>Utilities</td>
<td>$199,031</td>
</tr>
<tr>
<td>Grounds</td>
<td>$140,773</td>
</tr>
<tr>
<td>Total Operations</td>
<td>$1,105,037</td>
</tr>
</tbody>
</table>

Second Amendment to Facilities Use Agreement
DURHAM AND PARADISE UNIFIED SCHOOL DISTRICTS
(2018-2019)
Square Footage:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>District-wide</td>
<td>173,385</td>
</tr>
<tr>
<td>Allocated to PUSD</td>
<td>6,180</td>
</tr>
<tr>
<td>PUSD Ratio</td>
<td>3.56%</td>
</tr>
<tr>
<td>PUSD Annualized Share</td>
<td>$39,339</td>
</tr>
<tr>
<td>PUSD Monthly</td>
<td>$3,278</td>
</tr>
<tr>
<td>Cost per Sq. Ft.</td>
<td>$6.36</td>
</tr>
</tbody>
</table>

Shared Space Cost for Paradise shall be calculated as follows:

Square Footage:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Shared Space Sq. Ft.</td>
<td>8,108</td>
</tr>
<tr>
<td>50% Share Factor</td>
<td>4,054</td>
</tr>
<tr>
<td>Cost per Sq. Ft.</td>
<td>$6.36</td>
</tr>
<tr>
<td>PUSD Annualized Share</td>
<td>$25,784</td>
</tr>
<tr>
<td>PUSD Monthly</td>
<td>$2,149</td>
</tr>
</tbody>
</table>

5 Portables Placed on Site Cost for Paradise shall be calculated as follows:

Base Operating Costs:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilities Maintenance</td>
<td>$284,239</td>
</tr>
<tr>
<td>Custodial Operations</td>
<td>$312,258</td>
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<tr>
<td>Utilities</td>
<td>$199,031</td>
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<tr>
<td>Grounds</td>
<td>$140,723</td>
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<tr>
<td>Total Operations</td>
<td>$936,301</td>
</tr>
</tbody>
</table>

Square Footage:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>District-wide</td>
<td>173,385</td>
</tr>
<tr>
<td>PUSD Portables (5 X 960 sq.ft.)</td>
<td>4,800</td>
</tr>
<tr>
<td>PUSD Ratio</td>
<td>2.77%</td>
</tr>
<tr>
<td>PUSD Annualized Share</td>
<td>$25,936</td>
</tr>
<tr>
<td>PUSD Monthly</td>
<td>$2,161</td>
</tr>
</tbody>
</table>
Cost per Sq.Ft. $5.40

Total Charges for All Space: $53,116

4. **Remainder of FUA Unaffected.** The Parties hereto acknowledge that except as expressly modified hereby, the FUA remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this Second Amendment and the FUA, the terms of this Second Amendment shall control. The terms, covenants and provisions of this Second Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Durham and Paradise. This Second Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

**IN WITNESS WHEREOF,** the authorized representatives of the Parties have executed this Second Amendment on the dates indicated below.

**District:**
DURHAM UNIFIED SCHOOL DISTRICT

By: [Signature]
Lloyd Webb
Superintendent

Date: ________________

**Paradise:**
PARADISE UNIFIED SCHOOL DISTRICT

By: [Signature]
Michelle John
Superintendent

Date: ________________

Second Amendment to Facilities Use Agreement 4
DURHAM AND PARADISE UNIFIED SCHOOL DISTRICTS
(2018-2019)
MEMORANDUM OF UNDERSTANDING

North State Arts Education Consortium
Butte County Office of Education
and

1. **General**
   This Memorandum of Understanding ("MOU") is entered into between
   ("District") and Butte County Office of Education ("BCOE") as partners in the North State Arts
   Education Consortium (NSAEC) as of January 1, 2019.

2. **Purpose**
   The purpose of this MOU is to establish a formal working relationship between the District and BCOE
   and to set forth the operative conditions that govern this partnership.

3. **Responsibilities – General**
   A. BCOE agrees to the following:
      1. Provide grant coordination through the NSAEC Direct/Administrator;
      2. Be available for program guidance throughout the grant period;
      3. Provide professional development in arts education implementation for up to three participating
         teachers;

   B. **District** agrees to the following:
      1. Recruit 1-3 participating teachers to Program;
      2. Purchase arts equipment and/or musical instruments included in the funding budget;
      3. Ensure participating teachers complete requirements in Appendix B;

4. **Responsibilities – Fiscal**
   A. BCOE agrees to:
      1. allocate funding for arts equipment, musical instruments, and/or travel to the summer institute
         in the amount indicated in Appendix A;
      2. provide a stipend of $2,000 per participating teacher for up to three participants;

   B. **District** agrees to:
      1. provide a budget for NSAEC funding allocation aligned with allowable expenditures (arts
         equipment, musical instruments, travel to the summer institute, no indirect costs); submit to
         BCOE;
      2. commit to expending all NSAEC funds on grant-approved expenditures by August 30, 2019;
      3. provide a preliminary expenditure report by May 30, and final expenditure report by August
         30, 2019; submit to BCOE;
      4. process teacher stipends through payroll for up to three participating teachers;

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

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

7. **Term**
The effective date of this MOU is **January 1 - September 30, 2019**. This MOU will be in effect for nine months from the start date indicated above. The terms of this MOU shall remain in force unless mutually amended. Either party may terminate this MOU upon written notice submitted to the Council no later than ninety (90) days prior to the start of the school year.

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

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

10. **Rule and Regulations**
All rules and regulations of each party’s Governing Board and all federal, state, and local laws, ordinances and regulations are to be observed strictly by staff members providing services pursuant to this MOU.

11. **Notice**
Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required.

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

By ____________________________
Signature of Authorized BCOE Official

By ____________________________
Signature of Authorized District Official

By ____________________________
Printed Name

By ____________________________
Printed Name

Date: ____________________________

Date: ____________________________

North State Arts Education Consortium  MOU 2019  Page 2 of 5
### Appendix A

**Funding for Arts Equipment, Musical Instruments, and/or Travel to the Summer Institute**

**Total Allocation based on 17-18 CBEDS Student Count: (K-5 x $5) + (6-12 x $40) + 14,000 Capped at $60,000**

<table>
<thead>
<tr>
<th>Organization</th>
<th>Allocation</th>
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<tbody>
<tr>
<td>BCOE Schools</td>
<td>17095</td>
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<tr>
<td>Bangor Union Elementary School District</td>
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<td>Biggs Unified School District</td>
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<td>Chico Unified School District</td>
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<td>Pioneer Union Elementary School District</td>
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<td>Capay Joint Union Elementary</td>
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<td>Long Valley Charter - Susanville</td>
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<td>School Name</td>
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<td>California Heritage Youthbuild Academy II</td>
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<td>Lewiston Elementary</td>
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<td>Antelope Elementary</td>
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<td>Corning Union High</td>
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<td>Evergreen Union</td>
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<td>Kirkwood Elementary</td>
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<td>Reeds Creek Elementary</td>
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<tr>
<td>Richfield Elementary</td>
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</tr>
</tbody>
</table>
APPENDIX B

Participating Teachers Responsibilities and Benefits

**Participating Teacher Responsibilities:** (approximately 40 hours)
- Complete three **online learning modules** delivered from February through May, 2019.
- Develop one visual and performing arts **lesson plan OR** one lesson plan that integrates visual and performing arts content into another subject area; due at the end of the summer institute, July 16.
- Attend a **three-day summer institute** to be held July 15th, 16th, and a half-day on the 17th in Redding, California.

**Participating Teacher Benefits:**
- Upon completion of the expectations outlined above, participating teachers will receive a **stipend of $2,000** at the end of the grant period.
March 4, 2019

Mr. Lloyd Webb
Durham Unified School District
P.O. Box 300
Durham, CA 95938

Dear Lloyd:

In order to document the understanding between us regarding the scope of the work that Horton McNulty & Saetern, LLP will perform, we are entering into this Work Agreement from April 1, 2019 to March 31, 2022.

Professional Services

Horton McNulty & Saetern, LLP will perform the following services for the period listed above:

- Audit of financial statements for the years ending June 30, 2019, 2020, and 2021. See separate engagement letter for additional details on this service.
- Financial and performance audit of the Measure X bond funds for the years ending June 30, 2019, 2020, and 2021 (if required). See separate engagement letter for additional details on this service.

Amendment to the Work Agreement for Future and Unanticipated Services

Should consultation or other events lead to additional work beyond the scope of this Work Agreement, we will seek to clarify that additional work through an Amendment to this Work Agreement; however, it is agreed that any additional work, whether clarified through an Amendment to this Work Agreement or not, shall be subject to the Additional Provisions on Attachment A.

Payment Terms

This agreement shall be billed based on the terms identified in the engagement letter(s).

Termination

Unless terminated sooner in accordance with its terms, the expiration date of the Agreement ends this current contract. Furthermore, it is understood that either party may terminate this Agreement at any time, for any reason, with 10 days written notice to the other party. It is understood that any unpaid services that are outstanding at the date of termination are to be paid in full within 10 days of termination.
Durham Unified School District  
Page 2  
March 4, 2019

If you agree that the above adequately sets forth your understanding of our mutual responsibilities, please authorize this Agreement and return it to our office.

Please do not hesitate to contact us if you have any questions. We would like to take this opportunity to express our appreciation for the opportunity to serve you.

Horton McNulty & Saetern, LLP

By:  

Kalah Horton, CPA

---

ACCEPTED AND ACKNOWLEDGED:

The undersigned hereby acknowledges and agrees to the terms and conditions of this Work Agreement and all of the Additional Provisions on Attachment A and represents that they have the full authority to bind all entities and/or individuals listed below.

THIS AGREEMENT IS A CONTRACT AND CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

__________________________________________  
District Authorized Signature  

______________  
Date  

Durham Unified School District
ATTACHMENT A

ADDITIONAL PROVISIONS

This Attachment A, along with the Work Agreement to which it is attached are, collectively, this “Agreement.”

1. Services. You understand and agree that Horton McNulty & Saeteurn, LLP’s (HM&S) services frequently include advice and recommendations, but all decisions in connection with the implementation of the advice and recommendations shall be your responsibility. In connection with our services, HM&S, and its subsidiaries, affiliates, members, associates, employees or agents (“HM&S”) shall be entitled to rely on all representations, decisions, and approvals made by you.

2. Services not Completed by HM&S. The Agreement does not extend to any services not provided by HM&S. In the course of achieving the intended outcomes of the services described in the Agreement, we may refer you to other supplemental service providers; however, such referrals are provided as a courtesy only and you are not obligated in any way to work with the specific providers we refer. You understand that when you separately engage supplemental service providers referred by us or not (“Separately Engaged Providers”), unless specifically engaged in writing to do so, HM&S shall have no obligation to oversee, supervise, or determine the quality of the work performed by Separately Engaged Providers and you expressly agree that HM&S will not be held responsible in any way as it relates to their work product; further, HM&S shall not be held responsible in any way for any services we perform that fail to meet intended outcomes as a result of relying on work completed by Separately Engaged Providers.

3. Legal Matters. HM&S is not licensed to practice law. As such, HM&S shall have no responsibility to address any legal matters or questions of law.

4. Third Parties and Internal Use. Except as otherwise agreed, all services hereunder shall be solely for your internal purposes and use, and this Agreement does not create privity or any legal relationship or obligation between HM&S and any person or party other than you (“Third Party”). This Agreement is not intended for the express or implied benefit of any unauthorized Third Party. In order to protect HM&S from any unauthorized reliance or claims, you further agree that the advice, opinions and reports issued by HM&S shall not be distributed, made available, circulated or quoted to or used by any Third Party without the prior written consent of HM&S. However, nothing in this paragraph shall be construed as limiting or restricting disclosure of a transaction or any significant tax feature thereof for purposes of §6110, §6111, and §6112 of the Internal Revenue Code, as amended from time to time. We understand that the audit report will be submitted to the California Department of Education, County Office of Education, and California State Controller’s Office; this paragraph is not intended to exclude submission of the audit report to these specified parties.
5. **E-mail Communication.** In connection with this Agreement, we may communicate with you or others via e-mail transmission. As e-mails can be intercepted and read, disclosed or otherwise used or communicated by a third party, or may not be delivered to each of the parties to whom they are directed and only such parties, we cannot guarantee or warrant that e-mails from us and other personnel will be properly delivered and read only by the addressee. Therefore, the parties to this Agreement specifically disclaim and waive any liability or responsibility whatsoever for intercepted, disclosed or communicated e-mail transmissions, or with respect to the unauthorized use or failed delivery of e-mails transmitted in connection with the performance of this Agreement. All parties to this Agreement also specifically disclaim and waive, and expressly acknowledge and agree, that they shall have no liability or responsibility whatsoever for any loss or damage to any person or entity, resulting in whole or in part, from the use of e-mail transmissions, including, without limitation, any consequential, incidental, direct or indirect or special damages, such as loss of sales or anticipated profits or disclosure or communication of confidential or proprietary information.

6. **Independent Contractor.** HM&S and you acknowledge that the relationship between the parties to this Agreement is exclusively that of an independent contractor and that HM&S’s obligations to you are exclusively contractual in nature. This Agreement does not create an agency, employment, partnership, joint venture, trust or other fiduciary relationship between the parties. Neither party shall have the right to bind the other to any Third Party nor otherwise act in any way as a representative or agent of the other, except as otherwise agreed in writing between the parties. You agree to accept responsibility for the results of the services being provided and agree to perform the following functions in connection with this Agreement:

   a) Make all management decisions and perform all management functions.
   b) Designate a competent individual to oversee the services.
   c) Evaluate the adequacy and results of the services performed.
   d) Establish and maintain internal controls, including monitoring ongoing activities.

7. **Assignment.** Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party, which written consent will not be unreasonably withheld. However, HM&S will have the right to assign all or any of its rights, title and interests in and to this Agreement to any of its subsidiaries or affiliates, or to any of its Insurers, in accordance with any policies of insurance maintained by HM&S.

8. **Dispute Resolution Procedure.** If any dispute, controversy or claim of any kind arises in connection with the performance or breach of this Agreement, either party may, upon written notice to the other party, request mediation. The parties shall employ the mediation rules and procedures of the American Arbitration Association ("AAA") in effect at the time of the mediation and shall conclude the mediation within sixty (60) days from receipt of the written notice unless extended by mutual consent.
If mediation fails, the dispute, controversy, or claim shall be settled by binding arbitration. The proceeding shall be governed by the law and provisions of the state in which the proceeding is to take place, and conducted in accordance with the Rules for Professional Accounting and Related Disputes of the American Arbitration Association ("The AAA Rules") in effect at the time of the arbitration.

The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16). The award issued by the arbitration panel may be confirmed in a judgment by any federal or state court of competent jurisdiction.

Unless the arbitration is being conducted pursuant to the AAA's expedited procedures, such arbitration shall be conducted before a panel of three neutral arbitrators, selected pursuant to The AAA Rules, at least one of whom shall be a Certified Public Accountant. The arbitration panel shall have no authority to award either party non-monetary or equitable relief, and any monetary award shall not include punitive damages.

Any proceeding under this paragraph shall take place in Chico, CA, unless the parties agree to a different location. Each party shall pay their own costs and shall share equally the fees and expenses of the mediator and/or the AAA and the arbitrators. However, if either party incurs costs and expenses, including attorneys' fees, in seeking to stay litigation or compel mediation or arbitration, then such party shall be awarded its costs and expenses, including attorneys' fees, from the other party and may submit such claim in the arbitration. The confidentiality provisions applicable to mediation shall also apply to arbitration.

9. Governing Law and Severability. This Agreement, shall be governed by, and construed in accordance with, the laws in the State of California. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this Agreement. The parties acknowledge and agree that this Agreement allocates risk between them as authorized by any applicable law and that the amount of the fees charged for the services reflects this allocation of risk and other limitations of liability contained in this Agreement. If any remedy hereunder is determined to have failed of its essential purpose, all limitations of liability and exclusion of damages set forth in this Agreement will remain in full force and effect.

10. Entire Agreement. The Agreement and any separate Engagement Letter(s) related to the subject matter herein ("Engagement Letter(s)"), set forth the entire agreement between the parties with respect to the services described in the Work Agreement, superseding all prior agreements, negotiations or understandings, whether oral or written, with respect to such subject matter. To the extent that any provisions are in conflict, the order of priority shall be as follows: Engagement Letter, Attachment A, Work Agreement. This Agreement may not be changed, modified or waived in whole or part except by an instrument in writing signed by both parties.
March 4, 2019

Mr. Lloyd Webb  
Durham Unified School District  
P.O. Box 300  
Durham, CA 95938

Dear Lloyd:

The following represents our understanding of the services we will provide Durham Unified School District (the District).

You have requested that we audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the District as of June 30, 2019, 2020, and 2021, and for the years then ended, and the related notes to the financial statements, which collectively comprise the District’s basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit applicable to those basic financial statements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that management’s discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management’s responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management’s Discussion and Analysis  
2. Budgetary Comparison Schedule
Supplementary information other than RSI will accompany the District's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Schedule of Average Daily Attendance
2. Schedule of Instructional Time
3. Schedule of Financial Trends and Analysis
4. Reconciliation of Annual Financial and Budget Report with Audited Financial Statements

The following supplementary information will also accompany the District's basic financial statements. We will not subject such information to the auditing procedures applied in the audit of the financial statements and we will not express an opinion or provide any assurance on them.

1. Local Education Agency Organization Structure
2. Schedule of Charter Schools

Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America, and the Guide for Annual Audits of K-12 Local Educational Agencies and State Compliance Reporting, issued by the Education Audit Appeals Panel. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the basic financial statements, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.
An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS, Government Auditing Standards, issued by the Comptroller General of the United States of America, and the Guide for Annual Audits of K-12 Local Educational Agencies and State Compliance Reporting, issued by the Education Audit Appeals Panel.

In making our risk assessments, we consider internal control relevant to the District’s preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District’s internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraph(s). If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

**Compliance with Laws and Regulations**

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the District’s compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.
Management Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the basic financial statements in accordance with U.S. GAAP;

2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;

3. To provide us with:
   a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
   b. Additional information that we may request from management for the purpose of the audit; and
   c. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

4. For including the auditors’ report in any document containing basic financial statements that indicates that such basic financial statements have been audited by the District’s auditor;

5. For identifying and ensuring that the District complies with the laws and regulations applicable to its activities;

6. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;

7. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;

8. For the accuracy and completeness of all information provided;

9. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and

10. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.
With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

**Reporting**

We will issue a written report upon completion of our audit of the District’s basic financial statements. Our report will be addressed to the Board of Trustees of the District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of Government Auditing Standards, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

In accordance with the Guide for Annual Audits of K-12 Local Educational Agencies and State Compliance Reporting, we will also issue a written report that will include an opinion or disclaimer of opinion regarding the District’s compliance with the state compliance requirements described in the Guide for Annual Audits of K-12 Local Educational Agencies and State Compliance Reporting.
Other

With respect to any nonattest services we perform, we will not assume management responsibilities on behalf of the District. However, we will provide advice and recommendations to assist the District’s management in performing its responsibilities. The District’s management is responsible for: (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities. Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a nonattest service.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers’ proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Provisions of Engagement Administration, Timing, and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The timing of our audit will be scheduled for performance and completion as follows:

<table>
<thead>
<tr>
<th>Document internal control and preliminary tests</th>
<th>Begin</th>
<th>Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>May</td>
<td>September</td>
</tr>
<tr>
<td>Mail confirmations</td>
<td>July</td>
<td>September</td>
</tr>
<tr>
<td>Perform year-end audit procedures</td>
<td>September</td>
<td>November</td>
</tr>
<tr>
<td>Issue audit reports</td>
<td>By December 15</td>
<td>By December 15</td>
</tr>
</tbody>
</table>

In accordance with our document retention and destruction policy, the documentation related to this engagement will be retained for eight years.
We may from time to time, and depending on the circumstances, use certain third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider.

Kalah M. Horton is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Horton McNulty & Saetern, LLP’s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Our gross fee, including expenses, will not exceed the following for the fiscal years indicated:

<table>
<thead>
<tr>
<th>Year</th>
<th>Fee</th>
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<tbody>
<tr>
<td>2018-19</td>
<td>$17,500</td>
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<tr>
<td>2019-20</td>
<td>$18,100</td>
</tr>
<tr>
<td>2020-21</td>
<td>$18,700</td>
</tr>
</tbody>
</table>

The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered while performing the work. We understand that you will provide us with all financial records and related information required for our audit and that you are responsible for the accuracy and completeness of that information. We will provide you with lists of information and various forms that can be used to provide us with the financial records and related information required for our audit. You will be obligated to compensate us at the average hourly rates included below for all time expended by us as a result of the issuance of new long-term debt, acquisition or construction of new capital assets, establishment of new funds, implementing new attendance programs, receiving new awards subject to state compliance testing, identification and testing of new major programs, sponsoring of new charter schools, and adjusting the financial statements for inaccurate or incomplete amounts recorded in the general ledger, unaudited actual financial reports, or conversion entries. Your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

Whenever possible, we will attempt to use District’s personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.
Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. A late payment fee of 1.5% per month will be added to all overdue balances over 30 days. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all charges and to reimburse us for all out-of-pocket expenses through the date of termination.

In accordance with the provisions of California Education Code 14505, 10% of the audit fee will be withheld until the State Controller certified that the audit report conforms to the reporting provisions of subdivision (a) of Section 14503. In addition, 50% of the audit fee for any subsequent year of a multiyear contract will be withheld if the prior year’s audit report was not certified as conforming to the provisions of subdivision (a) of Section 14503. Any multi-year contract will become null and void if the firm is deemed ineligible pursuant to subdivision (c) of Section 41020.5.

All audit requirements included in the July 1, 2018, audit guide published by the Education Audit Appeals Panel, Guide for Annual Audits of K-12 Local Educational Agencies and State Compliance Reporting, have been incorporated in the above fees. In the event that any additional services may be requested by the District or required by Guide for Annual Audits of K-12 Local Educational Agencies and State Compliance Reporting, published by the Education Audit Appeals Panel subsequent to July 1, 2018, those services will be billed to the District at $175 per hour for 2018-19, $185 per hour for 2019-20, and $195 per hour for 2020-21.

The above fees do not include the presentation of the audit report at the District’s board meeting. Should you desire a presentation, you will be obligated to compensate us at the above rates for the time to prepare for and attend the board meeting. Travel time will be charged at $85 per hour. You will also be obligated to reimburse us for any travel expenses.

The comprehensive changes related to the financial reporting model required by Governmental Accounting Standards Board (GASB) Statement No. 34, Basic Financial Statements – and Management’s Discussion and Analysis – for State and Local Governments, require adequate planning and preparation by District personnel to ensure that all necessary information is accurately and thoroughly compiled prior to the beginning of audit fieldwork. We recommend that District personnel responsible for preparing for the audit develop a comprehensive list of all tasks required to be completed prior to and following the fiscal year-end and that District management monitor a timeline of deadlines to verify that the District is prepared for the arrival of the auditors.
Proper use of funds, objects, and functions by District personnel is key to efficiently performing the audit. Because the conversion entries in the SACS Financial Reporting Software are designed to prohibit correcting accounting errors that have been made in the general ledger, conversion entries need to be prepared and reviewed by District personnel prior to closing the funds in the general ledger. The above fees are based on District personnel performing all closing and conversion procedures and recording all necessary journal entries in the general ledger prior to fieldwork and submitting amended, unaudited actual financial reports if necessary.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditors’ report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the Board of Trustees the following significant findings from the audit:

- Our view about the qualitative aspects of the District’s significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management’s consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.
The audit documentation for this engagement is the property of Horton McNulty & Saeteurn, LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to the California State Controller’s Office or the U.S. Government Accountability Office and federal agencies and the U.S. Government Accountability Office pursuant to authority given to them by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Horton McNulty & Saeteurn, LLP’s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Please sign and return this engagement letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Very truly yours,

Horton McNulty & Saeteurn, LLP

Acknowledged:
This letter correctly sets forth the understanding of Durham Unified School District.
March 4, 2019

Mr. Lloyd Webb
Durham Unified School District
P.O. Box 300
Durham, CA 95938

Dear Lloyd:

The following represents our understanding of the services we will provide Durham Unified School District (the District).

You have requested that we audit the financial statements of the Building Fund of the District, as of and for the year ended June 30, 2019, and the related notes to the Building Fund financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on the Building Fund financial statements.

Performance Audit

We will also audit the Measure X General Obligation Bonds of the District for compliance with the performance requirements of California Constitution, Article 13A, Section 1 (Proposition 39) as of and for the year ended June 30, 2019. Our audit will be conducted in accordance with the standards applicable to performance audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Accordingly, it will include tests of your records and other procedures we consider necessary to enable us to express an opinion as to whether the District complied, in all material respects, with the aforementioned requirements. If for any reason we are unable to complete the audit, we will not issue a report as a result of this engagement.

Objective of the Audit of the Financial Statements

The objective of our audit is the expression of an opinion as to whether the Building Fund financial statements are fairly presented, in all material respects, in accordance with generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such an opinion. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the Building Fund financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.
General Audit Procedures

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America, and the Guide for Annual Audits of K-12 Local Educational Agencies and State Compliance Reporting, issued by the Education Audit Appeals Panel. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the Building Fund financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the Building Fund financial statements.

The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the Building Fund financial statements.

Internal Control Audit Procedures

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS, Government Auditing Standards, issued by the Comptroller General of the United States of America, and the Guide for Annual Audits of K-12 Local Educational Agencies and State Compliance Reporting, issued by the Education Audit Appeals Panel.

In making our risk assessments, we consider internal control relevant to the District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the Building Fund financial statements that we have identified during the audit.

Compliance With Laws and Regulations

As part of obtaining reasonable assurance about whether the Building Fund financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.
Management Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the Building Fund financial statements in accordance with accounting principles generally accepted in the United States of America;

2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;

3. To provide us with:
   a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the Building Fund financial statements such as records, documentation, and other matters;
   b. Additional information that we may request from management for the purpose of the audit; and
   c. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

4. For including the auditors' report in any document containing the Building Fund financial statements that indicates that such financial statements have been audited by the District's auditor;

5. For identifying and ensuring that the District complies with the laws and regulations applicable to its activities; and

6. For adjusting the Building Fund financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.
Reporting

We will issue a written report upon completion of our audit of the District’s Building Fund financial statements. Our report will be addressed to the Board of Trustees of the District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinion is other than unqualified, we will fully discuss the reasons with you in advance.

In accordance with the requirements of Government Auditing Standards, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We will also issue a written report on performance that will include an opinion or disclaimer of opinion regarding the District’s compliance with the performance requirements for the Proposition 39 and Measure X General Obligation Bonds.

Other

With respect to any nonattest services we perform, we will not assume management responsibilities on behalf of the District. However, we will provide advice and recommendations to assist the District’s management in performing its responsibilities. The District’s management is responsible for: (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities. Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the financial statements and related schedules or disclosures as these actions are deemed a nonattest service.

If you intend to publish or otherwise reproduce the Building Fund financial statements and make reference to our firm, you agree to provide us with printers’ proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.
With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

In accordance with our document retention and destruction policy, the documentation related to this engagement will be retained for eight years.

We may from time to time, and depending on the circumstances, use certain third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider.

Provisions of Engagement Administration, Timing, and Fees

The timing of our audit will be scheduled for performance and completion as documented in our annual planning letter to the Board of Trustees. The audit reports will be issued on or before December 31, 2019.

Kalah M. Horton is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Horton McNulty & Saetern, LLP’s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Our gross fee, including expenses, will not exceed $4,500 for the fiscal year ended June 30, 2019. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered while performing the work. We understand that you will provide us with all financial records and related information required for our audit and that you are responsible for the accuracy and completeness of that information. We will provide you with lists of information and various forms that can be used to provide us with the financial records and related information required for our audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

Whenever possible, we will attempt to use District’s personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.
Mr. Lloyd Webb  
Durham Unified School District  
March 4, 2019  
Page 6

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. A late payment fee of 1.5% per month will be added to all overdue balances over 30 days. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all charges and to reimburse us for all out-of-pocket expenses through the date of termination.

All audit requirements included in the July 1, 2018, audit guide published by the Education Audit Appeals Panel, Guide for Annual Audits of K-12 Local Educational Agencies and State Compliance Reporting, have been incorporated in the above fees. In the event that any additional services may be requested by the District or required by Guide for Annual Audits of K-12 Local Educational Agencies and State Compliance Reporting, published by the Education Audit Appeals Panel subsequent to July 1, 2018, those services will be billed to the District at $175 per hour for 2018-19.

The above fees do not include the presentation of the audit report at the District’s board meeting. Should you desire a presentation, you will be obligated to compensate us at the above rate for the time to prepare for and attend the board meeting. Travel time will be charged at $85 per hour. You will also be obligated to reimburse us for any travel expenses.

The audit documentation for this engagement is the property of Horton McNulty & Saetern, LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to the California State Controller’s Office or the U.S. Government Accountability Office and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Horton McNulty & Saetern, LLP’s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.
At the conclusion of our audit engagement, we will communicate to the Board of Trustees the following significant findings from the audit:

- Our view about the qualitative aspects of the District’s significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management’s consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

You agree to release, indemnify, defend, and hold us harmless from any liability or costs, including attorney’s fees, resulting from management’s knowing misrepresentations to us. This agreement is binding upon, and inures to the benefit of, the parties and their respective permitted successors and assigns. Please sign and return this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.
We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Very truly yours,

Horton McNulty & Saeteurn, LLP

Enclosures

Acknowledged:
This letter correctly sets forth the understanding of Durham Unified School District.

______________________________
Signature

______________________________
Title

______________________________
Date
DURHAM UNIFIED SCHOOL DISTRICT
Students

SUICIDE PREVENTION

The Governing Board recognizes that suicide is a leading cause of death among youth and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. In an effort to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop measures and strategies for suicide prevention, intervention, and postvention.

In developing measures and strategies for use by the district, the Superintendent or designee may consult with school health professionals, school counselors, school psychologists, school social workers, administrators, other staff, parents/guardians, students, suicide prevention experts, local health agencies, mental health professionals, and community organizations.

(cf. 1220 - Citizen Advisory Committees)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

Such measures and strategies shall include, but are not limited to:

1. Staff development on suicide awareness and prevention for teachers, school counselors, and other district employees who interact with students

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

2. Instruction to students in problem-solving and coping skills to promote students' mental, emotional, and social health and well-being, as well as instruction in recognizing and appropriately responding to warning signs of suicidal intent in others

(cf. 6142.8 - Comprehensive Health Education)

3. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and that is characterized by caring staff and harmonious interrelationships among students

(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)

4. The provision of information to parents/guardians regarding risk factors and warning signs of suicide, the severity of the suicide problem among youth, the district's suicide prevention curriculum, basic steps for helping suicidal youth, and/or school and community resources that can help youth in crisis
5. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student’s suicidal intentions

6. Crisis intervention procedures for addressing suicide threats or attempts

7. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student’s suicide

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth. (Education Code 215)

The Board shall review, and update as necessary, this policy at least every five years. (Education Code 215)

*Legal Reference: (see next page)*
SUICIDE PREVENTION (continued)

Legal Reference:

**EDUCATION CODE**
215 Student suicide prevention policies
215.5 Suicide prevention hotline contact information on student identification cards
216 Suicide prevention online training programs
32280-32289 Comprehensive safety plan
49060-49079 Student records
49602 Confidentiality of student information
49604 Suicide prevention training for school counselors

**GOVERNMENT CODE**
810-996.6 Government Claims Act

**PENAL CODE**
11164-11174.3 Child Abuse and Neglect Reporting Act

**WELFARE AND INSTITUTIONS CODE**
5698 Emotionally disturbed youth; legislative intent
5850-5883 Children’s Mental Health Services Act

**COURT DECISIONS**

Management Resources:

**CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**
Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008
Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003

**CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS**
School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009

**NATIONAL ASSOCIATION OF SCHOOL PSYCHOLOGISTS PUBLICATIONS**
Preventing Suicide: Guidelines for Administrators and Crisis Teams, 2015

**U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS**
Preventing Suicide: A Toolkit for High Schools, 2012

**WEB SITES**
American Association of Suicidology: http://www.suicidology.org
American Foundation for Suicide Prevention: https://afsp.org
American Psychological Association: http://www.apa.org
American School Counselor Association: https://www.schoolcounselor.org
California Department of Education, Mental Health: http://www.cde.ca.gov/ls/eh/mh
California Department of Health Care Services, Suicide Prevention Program: http://www.dhcs.ca.gov/services/MH/Pages/SuicidePrevention.aspx
Centers for Disease Control and Prevention, Mental Health: http://www.cdc.gov/mentalhealth
National Association of School Psychologists: https://www.nasponline.org
National Institute for Mental Health: http://www.nimh.nih.gov
Trevor Project: http://thetrevorproject.org
U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration: http://www.samhsa.gov

Policy adopted: 2019

CSBA MANUAL MAINTENANCE SERVICE
December 2018
SUICIDE PREVENTION

Student identification cards shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number. (Education Code 215.5)

Staff Development

Suicide prevention training shall be provided to teachers, counselors, and other district employees who interact with students. The training shall be offered under the direction of a district counselor/psychologist and/or in cooperation with one or more community mental health agencies.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

Materials for training shall include how to identify appropriate mental health services at the school site and within the community, and when and how to refer youth and their families to those services. Materials also may include programs that can be completed through self-review of suitable suicide prevention materials. (Education Code 215)

Staff development shall include research and information related to the following topics:

1. The higher risk of suicide among certain groups, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth

2. Individual risk factors such as previous suicide attempt(s) or self-harm, history of depression or mental illness, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe stressor or loss, family instability, impulsivity, and other factors

(cf. 5131.6 - Alcohol and Other Drugs)

3. Warning signs that may indicate depression, emotional distress, or suicidal intentions, such as changes in students' personality or behavior and verbalizations of hopelessness or suicidal intent

4. Protective factors that may help to decrease a student's suicide risk, such as resiliency, problem-solving ability, access to mental health care, and positive connections to family, peers, school, and community

5. Instructional strategies for teaching the suicide prevention curriculum and promoting mental and emotional health
SUICIDE PREVENTION (continued)

6. School and community resources and services, including resources and services that meet the specific needs of high-risk groups

(cf. 5141.6 - School Health Services)
(cf. 6164.2 - Guidance/Counseling Services)

7. Appropriate ways to interact with a student who is demonstrating emotional distress or is suicidal and procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide, including, but not limited to, appropriate protocols for monitoring the student while the immediate referral of the student to medical or mental health services is being processed

8. District procedures for responding after a suicide has occurred

Instruction

The district's comprehensive health education program shall promote the healthy mental, emotional, and social development of students and shall be aligned with the state content standards and curriculum framework. Suicide prevention instruction shall be incorporated into the health education curriculum at appropriate secondary grades and shall be designed to help students:

1. Identify and analyze signs of depression and self-destructive behaviors and understand how feelings of depression, loss, isolation, inadequacy, and anxiety can lead to thoughts of suicide

2. Develop coping and resiliency skills and self-esteem

3. Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent

4. Identify trusted adults, school resources, and/or community crisis intervention resources where youth can get help and recognize that there is no stigma associated with seeking services for mental health, substance abuse, and/or suicide prevention

(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5141.6 - School Health Services)
(cf. 6142.8 - Comprehensive Health Education)
(cf. 6164.2 - Guidance/Counseling Services)

Intervention

Students shall be encouraged to notify a teacher, principal, counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.
SUICIDE PREVENTION (continued)

Every statement regarding suicidal intent shall be taken seriously. Whenever a staff member suspects or has knowledge of a student's suicidal intentions based on the student's verbalizations or act of self-harm, the staff member shall promptly notify the principal or school counselor, who shall implement district intervention protocols as appropriate.

Although any personal information that a student discloses to a school counselor shall generally not be revealed, released, referenced, or discussed with third parties, the counselor may report to the principal or student's parents/guardians when there is reasonable cause to believe that disclosure is necessary to avert a clear and present danger to the health, safety, or welfare of the student or others within the school community. In addition, the counselor may disclose information of a personal nature to psychotherapists, other health care providers, or the school nurse for the sole purpose of referring the student for treatment. (Education Code 49602)

(cf. 5141 - Health Care and Emergencies)

School employees shall act only within the authorization and scope of their credential or license. An employee is not authorized to diagnose or treat mental illness unless specifically licensed and employed to do so. (Education Code 215)

Whenever schools establish a peer counseling system to provide support for students, peer counselors shall receive training that includes identification of the warning signs of suicidal behavior and referral of a suicidal student to appropriate adults.

(cf. 5138 - Conflict Resolution/Peer Mediation)

When a suicide attempt or threat is reported, the principal or designee shall ensure student safety by taking the following actions:

1. Immediately securing medical treatment and/or mental health services as necessary
2. Notifying law enforcement and/or other emergency assistance if a suicidal act is being actively threatened
3. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene
4. Removing other students from the immediate area as soon as possible

(cf. 0450 - Comprehensive Safety Plan)
(cf. 5141 - Health Care and Emergencies)
SUICIDE PREVENTION (continued)

The principal or designee shall document the incident in writing, including the steps that the school took in response to the suicide attempt or threat.

(cf. 5125 - Student Records)

The Superintendent or designee shall follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed. If the parent/guardian does not access treatment for the student, the Superintendent or designee may meet with the parent/guardian to identify barriers to treatment and assist the family in providing follow-up care for the student. If follow-up care is still not provided, the Superintendent or designee shall consider whether it is necessary, pursuant to laws for mandated reporters of child neglect, to refer the matter to the local child protective services agency.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

For any student returning to school after a mental health crisis, the principal or designee and/or school counselor may meet with the parents/guardians and, if appropriate, with the student to discuss re-entry and appropriate next steps to ensure the student's readiness for return to school and determine the need for ongoing support.

Postvention

In the event that a student dies by suicide, the Superintendent or designee shall communicate with the student's parents/guardians to offer condolences, assistance, and resources. In accordance with the laws governing confidentiality of student record information, the Superintendent or designee shall consult with the parents/guardians regarding facts that may be divulged to other students, parents/guardians, and staff.

The Superintendent or designee shall implement procedures to address students' and staff's grief and to minimize the risk of imitative suicide or suicide contagion. The Superintendent or designee shall provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. School staff may receive assistance from school counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

Any response to media inquiries shall be handled by the district-designated spokesperson who shall not divulge confidential information. The district's response shall not sensationalize suicide and shall focus on the district's postvention plan and available resources.

(cf. 1112 - Media Relations)
SUICIDE PREVENTION (continued)

After any suicide or attempted suicide by a student, the Superintendent or designee shall provide an opportunity for all staff who responded to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.
DURHAM UNIFIED SCHOOL DISTRICT

Students

DISCIPLINE

The Governing Board is committed to providing a safe, supportive, and positive school environment which is conducive to student learning and achievement and desires to prepare students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, provision of appropriate intervention and support, and parent/guardian involvement can minimize the need for disciplinary measures that exclude students from instruction as a means for correcting student misbehavior.

(cf. 5113.1 - Chronic Absence and Truancy)
(cf. 5131 - Conduct)
(cf. 5131.1 - Bus Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5145.9 - Hate-Motivated Behavior)
(cf. 6020 - Parent Involvement)

The Superintendent or designee shall develop effective, age-appropriate strategies for maintaining a positive school climate and correcting student misbehavior at district schools. The strategies shall focus on providing students with needed supports; communicating clear, appropriate, and consistent expectations and consequences for student conduct; and ensuring equity and continuous improvement in the implementation of district discipline policies and practices.

(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 6164.2 - Guidance/Counseling Services)

In addition, the Superintendent or designee's strategies for correcting student misconduct shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures.

Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as detention, suspension, and expulsion, shall be imposed only when required or permitted by law or when other means of correction have been documented to have failed. (Education Code 48900.5)

(cf. 5020 - Parent Rights and Responsibilities)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 6159.4 - Behavioral Interventions for Special Education Students)
(cf. 6164.5 - Student Success Teams)

School personnel and volunteers shall not allow any disciplinary action taken against a student to result in the denial or delay of a school meal. (Education Code 49557.5)

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3551 - Food Service Operations/Cafeteria Fund)
(cf. 3553 - Free and Reduced Price Meals)
DISCIPLINE (continued)

Seclusion and behavioral restraint are prohibited as a means of discipline and shall not be used to correct student behavior except as permitted pursuant to Education Code 49005.4 and in accordance with district regulations. (Education Code 49005.2)

(cf. 5131.41 - Use of Seclusion and Restraint)

The Superintendent or designee shall create a model discipline matrix that lists violations and the consequences for each as allowed by law.

The administrative staff at each school may develop disciplinary rules to meet the school's particular needs consistent with law, Board policy, and district regulations. The Board, at an open meeting, shall review the approved school discipline rules for consistency with Board policy and state law. Site-level disciplinary rules shall be included in the district's comprehensive safety plan. (Education Code 32282, 35291.5)

(cf. 0450 - Comprehensive Safety Plan)
(cf. 9320 - Meetings and Notices)

At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, well-being, and opportunity to learn.

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 0415 - Equity)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)

The Superintendent or designee shall provide professional development as necessary to assist staff in developing the skills needed to effectively and equitably implement the disciplinary strategies adopted for district schools, including, but not limited to, knowledge of school and classroom management skills and their consistent application, effective accountability and positive intervention techniques, and the tools to form strong, cooperative relationships with parents/guardians.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
DISCIPLINE (continued)

District goals for improving school climate, based on suspension and expulsion rates, surveys of students, staff, and parents/guardians regarding their sense of school safety and connectedness to the school community, and other local measures, shall be included in the district's local control and accountability plan, as required by law.

(cf. 0460 - Local Control and Accountability Plan)
(cf. 3100 - Budget)

At the beginning of each school year, the Superintendent or designee shall report to the Board regarding disciplinary strategies used in district schools in the immediately preceding school year and their effect on student learning.

Legal Reference:

**EDUCATION CODE**
32280-32289 School safety plans
35146 Closed sessions
33291 Rules
33291.5-35291.7 School-adopted discipline rules
37223 Weekend classes
44807.5 Restriction from recess
48900-48926 Suspension and expulsion
48980-48985 Notification of parent/guardian
49005-49006.4 Seclusion and restraint
49330-49335 Injurious objects
49550-49564.5 Meals for needy students
52060-52077 Local control and accountability plan

**CIVIL CODE**
1714.1 Parental liability for child's misconduct

**CODE OF REGULATIONS, TITLE 5**
307 Participation in school activities until departure of bus
353 Detention after school

**UNITED STATES CODE, TITLE 20**
1400-1482 Individuals with Disabilities Education Act

**UNITED STATES CODE, TITLE 29**
794 Section 504 of the Rehabilitation Act of 1973

**UNITED STATES CODE, TITLE 42**
1751-1769j School Lunch Program
1773 School Breakfast Program

Management Resources: (see next page)
Management Resources:

CSBA PUBLICATIONS

Recent Legislation on Discipline: AB 240, Fact Sheet, March 2015
The Case for Reducing Out-of-School Suspensions and Expulsions, Fact Sheet, April 2014
Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
Maximizing Opportunities for Physical Activity during the School Day, Fact Sheet, 2009
CALIFORNIA DEPARTMENT OF EDUCATION PROGRAM ADVISORIES
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
Public Counsel: http://www.fixschooldiscipline.org
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr
DURHAM UNIFIED SCHOOL DISTRICT
Students

DISCIPLINE

Site-Level Rules

Site-level rules shall be consistent with state law and Board policies and administrative regulations. In developing site-level disciplinary rules, the principal or designee shall solicit the participation, views, and advice of one representative selected by each of the following groups: (Education Code 35291.5)

1. Parents/guardians
2. Teachers
3. School administrators
4. School security personnel, if any

(cf. 3515.3 - District Police/Security Department)

5. For junior high and high schools, students enrolled in the school

Annually, site-level discipline rules shall be reviewed and, if necessary, updated to align with any changes in state law, district discipline policies and regulations, and/or goals for school safety and climate as specified in the district's local control and accountability plan. A copy of the rules shall be filed with the Superintendent or designee for inclusion in the comprehensive safety plan.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 0460 - Local Control and Accountability Plan)

School rules shall be communicated to students clearly and in an age-appropriate manner.

It shall be the duty of each employee of the school to enforce the school rules on student discipline. (Education Code 35291.5)

Disciplinary Strategies

To the extent possible, staff shall use disciplinary strategies that keep students in school and participating in the instructional program. Except when students' presence causes a danger to themselves or others or they commit a single act of a grave nature or an offense for which suspension or expulsion is required by law, suspension or expulsion shall be used only when other means of correction have failed to bring about proper conduct. Disciplinary strategies may include, but are not limited to:

1. Discussion or conference between school staff and the student and parents/guardians
DISCIPLINE (continued)

(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6020 - Parent Involvement)

2. Referral of the student to the school counselor or other school support service personnel for case management and counseling

(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 6164.2 - Guidance/Counseling Services)

3. Convening of a study team, guidance team, resource panel, or other intervention-related team to assess the behavior and develop and implement an individual plan to address the behavior in partnership with the student and parents/guardians

(cf. 6164.5 - Student Success Teams)

4. When applicable, referral for a comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program or a Section 504 plan

(cf. 6159 - Individualized Education Program)
(cf. 6164.6 - Identification and Education under Section 504)

5. Enrollment in a program for teaching prosocial behavior or anger management

6. Participation in a restorative justice program

7. A positive behavior support approach with tiered interventions that occur during the school day on campus

8. Participation in a social and emotional learning program that teaches students the ability to understand and manage emotions, develop caring and concern for others, make responsible decisions, establish positive relationships, and handle challenging situations capably

9. Participation in a program that is sensitive to the traumas experienced by students, focuses on students' behavioral health needs, and addresses those needs in a proactive manner

10. After-school programs that address specific behavioral issues or expose students to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups

(cf. 5148.2 - Before/After School Programs)
DISCIPLINE (continued)

11. Recess restriction as provided in the section below entitled "Recess Restriction"

12. Detention after school hours as provided in the section below entitled "Detention After School"

13. Community service as provided in the section below entitled "Community Service"

14. In accordance with Board policy and administrative regulation, restriction or disqualification from participation in extracurricular activities

(cf. 6145 - Extracurricular/Cocurricular Activities)

15. Reassignment to an alternative educational environment

(cf. 6158 - Independent Study)
(cf. 6181 - Alternative Schools/Programs of Choice)
(cf. 6184 - Continuation Education)
(cf. 6185 - Community Day School)

16. Suspension and expulsion in accordance with law, Board policy, and administrative regulation

(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

When, by law or district policy, other means of correction are required to be implemented before a student could be suspended or expelled, any other means of correction implemented shall be documented and retained in the student's records. (Education Code 48900.5)

(cf. 5125 - Student Records)

Recess Restriction

Teachers may restrict a student's recess time only when they believe that this action is the most effective way to bring about improved behavior. When recess restriction involves the withholding of physical activity from a student, teachers shall try other disciplinary measures before imposing the restriction. Recess restriction shall be subject to the following conditions:

1. The student shall be given adequate time to use the restroom and get a drink or eat lunch, as appropriate.

2. The student shall remain under a certificated employee's supervision during the period of restriction.
3. The student's teacher shall inform the principal of any recess restrictions imposed.

(cf. 5030 - Student Wellness)
(cf. 6142.7 - Physical Education and Activity)

Detention After School

Students may be detained for disciplinary reasons for up to one hour after the close of the maximum school day, or until the departure of the school bus to which they have been assigned if applicable. (5 CCR 307, 353)

The student shall not be detained unless the principal or designee notifies the parent/guardian.

Students shall remain under the supervision of a certificated employee during the period of detention.

Students may be offered the choice of serving their detention on Saturday rather than after school.

(cf. 6176 - Weekend/Saturday Classes)

Community Service

As part of or instead of disciplinary action, the Board, Superintendent, principal, or principal's designee may require a student to perform community service during nonschool hours on school grounds or, with written permission of the student's parent/guardian, off school grounds. Such service may include, but is not limited to, community or school outdoor beautification, community or campus betterment, and teacher, peer, or youth assistance programs. (Education Code 48900.6)

This community service option is not available for a student who has been suspended, pending expulsion, pursuant to Education Code 48915. However, if the recommended expulsion is not implemented or the expulsion itself is suspended, then the student may be required to perform community service for the resulting suspension. (Education Code 48900.6)

Notice to Parents/Guardians and Students

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians, in writing, about the availability of district rules related to discipline. (Education Code 35291, 48980)

(cf. 5145.6 - Parental Notifications)
The Superintendent or designee shall also provide written notice of disciplinary rules to transfer students at the time of their enrollment in the district.
DURHAM UNIFIED SCHOOL DISTRICT
Students

MARRIED/PREGNANT/PARENTING STUDENTS

The Governing Board recognizes that responsibilities related to marriage, pregnancy, or parenting and related responsibilities may disrupt a student's education and increase the chance of a student dropping out of school. The Board therefore desires to support married, pregnant, and parenting students to continue their education, attain strong academic and parenting skills, and promote the healthy development of their children.

(cf. 5113.1 - Chronic Absence and Truancy)
(cf. 5147 - Dropout Prevention)
(cf. 6011 - Academic Standards)
(cf. 6164.5 - Student Success Teams)

The district shall not exclude or deny any student from any educational program or activity, including any class or extracurricular activity, solely on the basis of the student's pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery. In addition, the district shall not adopt any rule concerning a student's actual or potential parental, family, or marital status that treats students differently on the basis of sex. (Education Code 221.51, 230; 5 CCR 4950; 34 CFR 106.40)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

The Superintendent or designee shall annually notify parents/guardians at the beginning of the school year of the rights and options available to pregnant and parenting students under the law. In addition, pregnant and parenting students shall be notified of the rights and options available to them under the law through annual school year welcome packets and through independent study packets. (Education Code 222.5, 48980)

(cf. 5145.6 - Parental Notifications)

For school-related purposes, a student under the age of 18 years who enters into a valid marriage shall have all the rights and privileges of students who are 18 years old, even if the marriage has been dissolved. (Family Code 7002)

Education and Support Services for Pregnant and Parenting Students

Pregnant and parenting students shall retain the right to participate in the regular education program or an alternative education program. The classroom setting shall be the preferred instructional strategy unless an alternative is necessary to meet the needs of the student and/or the student's child.

(cf. 6158 - Independent Study)
(cf. 6181 - Alternative Schools/Programs of Choice)
(cf. 6184 - Continuation Education)
(cf. 6200 - Adult Education)
MARRIED/PREGNANT/PARENTING STUDENTS (continued)

Any alternative education program, activity, or course that is offered separately to pregnant or parenting students, including any class or extracurricular activity, shall be equal to that offered to other district students. A student's participation in such programs shall be voluntary. (Education Code 221.51; 5 CCR 4950)

If required for students with any other temporary disabling condition, the Superintendent or designee may require a student, based on pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery, to obtain certification from a physician or nurse practitioner indicating that the student is physically and emotionally able to continue participation in the regular education program or activity. (Education Code 221.51; 5 CCR 4950; 34 CFR 106.40)

(cf. 6142.7 - Physical Education and Activity)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6183 - Home and Hospital Instruction)

To the extent feasible, the district shall provide educational and related support services, either directly or in collaboration with community agencies and organizations, to meet the needs of pregnant and parenting students and their children. Such services may include, but are not limited to:

1. Child care and development services for the children of parenting students on or near school site(s) during the school day and during school-sponsored activities

(cf. 5148 - Child Care and Development)

2. Parenting education and life skills instruction

3. Special school nutrition supplements for pregnant and lactating students pursuant to Education Code 49553, 42 USC 1786, and 7 CFR 246.1-246.28

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 5030 - Student Wellness)

4. Health care services, including prenatal care

(cf. 5141.6 - School Health Services)

5. Tobacco, alcohol, and/or drug prevention and intervention services

(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5131.62 - Tobacco)

6. Academic and personal counseling

(cf. 6164.2 - Guidance/Counseling Services)
MARRIED/PREGNANT/PARENTING STUDENTS (continued)

7. Supplemental instruction to assist students in achieving grade-level academic standards and progressing toward graduation

(cf. 6179 - Supplemental Instruction)

As appropriate, teachers, administrators, and/or other personnel who work with pregnant and parenting students shall receive related professional development.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

Absences

Pregnant or parenting students may be excused for absences for medical appointments and other purposes specified in BP/AR 5113 - Absences and Excuses.

A student shall be excused for absences to care for a sick child for whom the student is the custodial parent. A note from a physician shall not be required for such an absence. (Education Code 48205)

(cf. 5113 - Absences and Excuses)

Parental Leave

A pregnant or parenting student shall be entitled to eight weeks of parental leave in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant. Such leave may be taken before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction. The Superintendent or designee may grant parental leave beyond eight weeks if deemed medically necessary by the student's physician. (Education Code 46015; 34 CFR 106.40)

The student, if age 18 years or older, or the student's parent/guardian shall notify the school of the student's intent to take parental leave. No student shall be required to take all or part of the parental leave. (Education Code 46015)

When a student takes parental leave, the attendance supervisor shall ensure that absences from the regular school program are excused until the student is able to return to the regular school program or an alternative education program. A pregnant or parenting student shall not be required to complete academic work or other school requirements during the period of the parental leave. (Education Code 46015)
MARRIED/PREGNANT/PARENTING STUDENTS (continued)

(cf. 5113.11 - Attendance Supervision)

Following the leave, a pregnant or parenting student may elect to return to the school and the course of study in which the student was enrolled before taking parental leave or to an alternative education option provided by the district. Upon return to school, a pregnant or parenting student shall have opportunities to make up work missed during the leave, including, but not limited to, makeup work plans and reenrollment in courses. (Education Code 46015)

When necessary to complete high school graduation requirements, the student may remain enrolled in school for a fifth year of instruction, unless the Superintendent or designee makes a finding that the student is reasonably able to complete district graduation requirements in time to graduate by the end of the fourth year of high school. (Education Code 46015)

(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)
(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

Accommodations

When necessary, the district shall provide accommodations to enable a pregnant or parenting student to access the educational program.

A pregnant student shall have access to any services available to other students with temporary disabilities or medical conditions. (34 CFR 106.40)

The school shall provide reasonable accommodations to any lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. A student shall not incur an academic penalty for using any of these reasonable accommodations, and shall be provided the opportunity to make up any work missed due to such use. Reasonable accommodations include, but are not limited to: (Education Code 222)

1. Access to a private and secure room, other than a restroom, to express breast milk or breastfeed an infant child
2. Permission to bring onto a school campus a breast pump and any other equipment used to express breast milk
3. Access to a power source for a breast pump or any other equipment used to express breast milk
4. Access to a place to store expressed breast milk safely
MARRIED/PREGNANT/PARENTING STUDENTS (continued)

5. A reasonable amount of time to accommodate the student's need to express breast milk or breastfeed an infant child

Complaints

Any complaint alleging discrimination on the basis of pregnancy or marital or parental status, district noncompliance with the requirements of Education Code 46015, or district noncompliance with the requirement to provide reasonable accommodations for lactating students shall be addressed through the district's uniform complaint procedures in accordance with 5 CCR 4600-4670 and BP/AR 1312.3 - Uniform Complaint Procedures. A complainant who is not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE). If the district or CDE finds merit in an appeal, the district shall provide a remedy to the affected student. (Education Code 222, 46015; 5 CCR 4600-4670)

(cf. 1312.3 - Uniform Complaint Procedures)

Program Evaluation

The Superintendent or designee shall periodically report to the Board regarding the effectiveness of district strategies to support married, pregnant, and parenting students, which may include data on student participation in district programs and services, academic achievement, school attendance, graduation rate, and/or student feedback on district programs and services.

(cf. 0500 - Accountability)
(cf. 6152.5 - Student Assessment)
(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference: (see next page)
MARRIED/PREGNANT/PARENTING STUDENTS (continued)

Legal Reference:

EDUCATION CODE
221.51 Nondiscrimination; married, pregnant, and parenting students
222 Reasonable accommodations; lactating students
222.5 Pregnant and parenting students, notification of rights
230 Sex discrimination
8200-8498 Child Care and Development Services Act
46015 Parental leave
48205 Excused absences
48206.3 Temporary disability, definition
48220 Compulsory education requirement
48410 Persons exempted from continuation classes
48980 Parental notifications
49553 Nutrition supplements for pregnant/lactating students
51220.5 Parenting skills and education
51745 Independent study
52610.5 Enrollment of pregnant and parenting students in adult education
CIVIL CODE
51 Unruh Civil Rights Act
FAMILY CODE
7002 Description of emancipated minor
HEALTH AND SAFETY CODE
104460 Tobacco prevention services for pregnant and parenting students
CODE OF REGULATIONS, TITLE 5
4600-4670 Uniform complaint procedures
4950 Nondiscrimination, marital and parental status
CODE OF REGULATIONS, TITLE 22
101151-101239.2 General licensing requirements for child care centers
101351-101439.1 Infant care centers
UNITED STATES CODE, TITLE 20
1681-1688 Title IX, Education Act Amendments
UNITED STATES CODE, TITLE 42
1786 Special supplemental nutrition program for women, infants, and children
CODE OF FEDERAL REGULATIONS, TITLE 7
246.1-246.28 Special supplemental nutrition program for women, infants, and children
CODE OF FEDERAL REGULATIONS, TITLE 34
106.40 Marital or parental status
ATTORNEY GENERAL OPINIONS
COURT DECISIONS

Management Resources: (see next page)
MARRIED/PREGNANT/PARENTING STUDENTS (continued)

Management Resources:

**CALIFORNIA WOMEN’S LAW CENTER PUBLICATIONS**

- Pregnant Students and Confidential Medical Services, 2013
- Educational Rights of Pregnant and Parenting Teens: Title IX and California State Law Requirements, 2012
- The Civil Rights of Pregnant and Parenting Teens in California Schools, 2002

**U.S. DEPARTMENT OF EDUCATION PUBLICATIONS**

- Supporting the Academic Success of Pregnant and Parenting Students under Title IX of the Education Amendments of 1972, rev. June 2013

**WEB SITES**

- California Department of Education: http://www.cde.ca.gov
- California Women’s Law Center: http://www.cwlc.org
HIGH SCHOOL GRADUATION REQUIREMENTS

The Governing Board desires to prepare all students to obtain a high school diploma so that they can take advantage of opportunities for postsecondary education and employment.

(cf. 5127 - Graduation Ceremonies and Activities)
(cf. 5147 - Dropout Prevention)
(cf. 6011 - Academic Standards)
(cf. 6143 - Courses of Study)
(cf. 6146.3 - Reciprocity of Academic Credit)

Course Requirements

To obtain a high school diploma, students shall complete at least the following courses in grades 9-12, with each course being one year unless otherwise specified:

1. Three courses in English (Education Code 51225.3)
   (cf. 6142.91 - Reading/Language Arts Instruction)

2. Two courses in mathematics (Education Code 51225.3)
   At least one mathematics course, or a combination of the two mathematics courses, shall meet or exceed state academic content standards for Algebra I or Mathematics I. Completion of such coursework prior to grade 9 shall satisfy the Algebra I or Mathematics I requirement, but shall not exempt a student from the requirement to complete two mathematics courses in grades 9-12. (Education Code 51224.5)
   Students may be awarded up to one mathematics course credit for successful completion of an approved computer science course that is classified as a "category c" course based on the "a-g" course requirements for college admission. (Education Code 51225.3, 51225.35)
   (cf. 6142.92 - Mathematics Instruction)
   (cf. 6152.1 - Placement in Mathematics Courses)

3. Two courses in science, including biological and physical sciences (Education Code 51225.3)
   (cf. 6142.93 - Science Instruction)

4. Three courses in social studies, including United States history and geography; world history, culture, and geography; a one-semester course in American government and civics; and a one-semester course in economics (Education Code 51225.3)
   (cf. 6142.3 - Civic Education)
   (cf. 6142.94 - History-Social Science Instruction)
HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

5. One course in visual or performing arts; foreign language, including American Sign Language; or career technical education (CTE) (Education Code 51225.3)

To be counted towards meeting graduation requirements, a CTE course shall be aligned to the CTE model curriculum standards and framework adopted by the State Board of Education.

(cf. 6142.2 - World/Foreign Language Instruction)
(cf. 6142.6 - Visual and Performing Arts Education)
(cf. 6178 - Career Technical Education)
(cf. 6178.2 - Regional Occupational Center/Program)

6. Two courses in physical education, unless the student has been otherwise exempted pursuant to other sections of the Education Code (Education Code 51225.3)

(cf. 6142.7 - Physical Education and Activity)

Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.

(cf. 6146.11 - Alternative Credits Toward Graduation)
(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)
(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)

Exemptions and Waivers

A foster youth, homeless student, former juvenile court school student, child of a military family, migrant student, or newly arrived immigrant student participating in a newcomer program who transfers into the district any time after completing the second year of high school shall be required to complete all graduation requirements specified in Education Code 51225.3 but shall be exempt from any additional district-adopted graduation requirements, unless the Superintendent or designee makes a finding that the student is reasonably able to
HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

complete the requirements in time to graduate by the end of the fourth year of high school. Within 30 days of the transfer, any such student shall be notified of the availability of the exemption and whether the student qualifies for it. (Education Code 51225.1)

(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 5145.6 - Parental Notifications)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6173.3 - Education for Juvenile Court School Students)
(cf. 6175 - Migrant Education Program)

Retroactive Diplomas

Any student who completed grade 12 in the 2003-04 through 2014-15 school year and met all applicable graduation requirements other than the passage of the high school exit examination shall be granted a high school diploma. (Education Code 51413)

In addition, the district may retroactively grant high school diplomas to: (Education Code 48204.4, 51430, 51440)

1. Persons who departed California against their will while in grade 12 and did not receive a diploma because the departure interrupted their education, provided that they were in good academic standing at the time of the departure

Persons may be considered to have departed California against their will if they were in custody of a government agency and were transferred to another state, were subject to a lawful order from a court or government agency that authorized their removal from California, were subject to a lawful order and were permitted to depart California before being removed from California pursuant to the lawful order, were removed or were permitted to depart voluntarily pursuant to the federal Immigration and Nationality Act, or departed due to other circumstances determined by the district that are consistent with the purposes of Education Code 48204.4.

In determining whether to award a diploma under these circumstances, the Superintendent or designee shall consider any coursework that may have been completed outside of the United States or through online or virtual courses.

2. Former students who were interned by order of the federal government during World War II or who are honorably discharged veterans of World War II, the Korean War, or the Vietnam War, provided that they were enrolled in a district school immediately preceding the internment or military service and did not receive a diploma because their education was interrupted due to the internment or military service in those wars
HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

Deceased former students who satisfy these conditions may be granted a retroactive diploma to be received by their next of kin.

3. Veterans who entered the military service of the United States while in grade 12 and who had satisfactorily completed the first half of the work required for grade 12 in a district school

Honorary Diplomas

The Board may grant honorary high school diplomas to: (Education Code 51225.5)

1. An international exchange student who has not completed the course of study ordinarily required for graduation, and who is returning to the home country following the completion of one academic school year in the district

(cf. 6145.6 - International Exchange)

2. A student who is terminally ill

The honorary diploma shall be clearly distinguishable from the regular diploma of graduation awarded by the district. (Education Code 51225.5)

Legal Reference: (see next page)
HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

Legal Reference:

EDUCATION CODE
47612 Enrollment in charter school
48200 Compulsory attendance
48204.4 Parents/guardians departing California against their will
48412 Certificate of proficiency
48430 Continuation education schools and classes
48645.3 Acceptance of coursework
48980 Required notification at beginning of term
49701 Interstate Compact on Educational Opportunity for Military Children
51224 Skills and knowledge required for adult life
51224.5 Algebra instruction
51225.1 Exemption from district graduation requirements
51225.2 Pupil in foster care defined; acceptance of coursework, credits, retaking of course
51225.3 High school graduation
51225.35 Mathematics course requirements; computer science
51225.36 Instruction in sexual harassment and violence; districts that require health education for graduation
51225.5 Honorary diplomas
51225.6 Compression-only cardiopulmonary resuscitation
51228 Graduation requirements
51240-51246 Exemptions from requirements
51250-51251 Assistance to military dependents
51410-51413 Diplomas
51420-51427 High school equivalency certificates
51430 Retroactive high school diplomas
51440 Retroactive high school diplomas
51450-51455 Golden State Seal Merit Diploma
51745 Independent study restrictions
56390-56392 Recognition for educational achievement, special education
66204 Certification of high school courses as meeting university admissions criteria
67386 Student safety; affirmative consent standard

CODE OF REGULATIONS, TITLE 5
1600-1651 Graduation of students from grade 12 and credit toward graduation
4600-4687 Uniform complaint procedures

COURT DECISIONS

Management Resources:

WEB SITES
CSBA: http://www.csba.org
University of California, List of Approved a-g Courses:
http://www.universityofcalifornia.edu/admissions/freshman/requirements

Policy adopted: CSBA MANUAL MAINTENANCE SERVICE
December 2018
DURHAM UNIFIED SCHOOL DISTRICT
Instruction

EDUCATION OF CHILDREN OF MILITARY FAMILIES

Definitions

*Children of military families* are school-aged children in the household of: (Education Code 49701)

1. Members who are in full-time duty status in the active uniformed service of the United States, including any member of the National Guard and Reserve on active duty order pursuant to 10 USC 1209 or 1211

2. Members or veterans of the uniformed services who are severely injured and medically discharged or retired, for one year after their medical discharge or retirement

3. Members of the uniformed services who have died while on active duty or as a result of injuries sustained on active duty, for one year after their death

Enrollment and Residency

The Superintendent or designee shall facilitate the enrollment of children of military families and ensure that they are not placed at a disadvantage due to difficulty in the transfer of their records from previous school districts and/or variations in entrance or age requirements. (Education Code 49701)

A child of a military family shall be deemed to meet district residency requirements if the parent/guardian, while on active military duty pursuant to an official military order, is transferred or is pending transfer to a military installation within the state. The Superintendent or designee shall accept electronic submission of such a student's application for enrollment, including enrollment in a specific school or program within the district, and for course registration. (Education Code 48204.3)

(cf. 5111.1 - District Residency)

When a child of a military family is transferring into the district, the Superintendent or designee shall enroll the student based on unofficial education records, if official records are not yet available. Upon enrollment, the Superintendent or designee shall immediately request the student's official records from the student's previous district. The Superintendent or designee shall allow the student 30 days from the date of enrollment to obtain all required immunizations. (Education Code 49701)

(cf. 5111 - Admission)
(cf. 5125 - Student Records)
(cf. 5141 - Health Care and Emergencies)
(cf. 5141.31 - Immunizations)
EDUCATION OF CHILDREN OF MILITARY FAMILIES (continued)

A child of a military family shall be allowed to continue attending the school of origin, regardless of any change of residence of the family during that school year, for the duration of the student's status as a child of a military family. (Education Code 48204.6)

To provide a child of a military family the benefit of matriculating with peers in accordance with the established feeder patterns of the district, the following shall apply: (Education Code 48204.6)

1. If the student is transitioning between grade levels, the student shall be allowed to continue in the school district of origin in the same school attendance areas.

2. If the student is transitioning to a middle or high school and the school designated for matriculation is in another district, the student shall be allowed to continue to the school designated for matriculation in that school district.

The principal or designee of the new school shall ensure that the student is immediately enrolled even if the student has outstanding fees, fines, textbooks, or other items or moneys due to the school last attended or is unable to produce clothing or records normally required for enrollment, such as previous academic records, medical records, including, but not limited to, records or other proof of immunization history pursuant to Health and Safety Code 120325-120480, proof of residency, other documentation, or school uniforms. (Education Code 48204.6)

If the student's status changes during a school year due to the end of military service of the student's parent/guardian, the following shall apply: (Education Code 48204.6)

1. If the student is in grades K-8, the student shall be allowed to continue attending the school of origin through the duration of that academic year.

2. If the student is in high school, the student shall be allowed to continue attending the school of origin through graduation.

A child of an active military duty parent/guardian shall not be prohibited from transferring out of the district, if the school district of proposed enrollment approves the application for transfer. (Education Code 46600, 48307)

(cf. 5117 - Interdistrict Attendance)

When a child of a military family is transferring out of the district, the Superintendent or designee shall provide the student's parents/guardians with a complete set of the student's records or, if the official student record cannot be released, an unofficial or "hand-carried" record. Upon request from the new district, the Superintendent or designee shall provide a copy of the student's record to the new district within 10 days. (Education Code 49701)
EDUCATION OF CHILDREN OF MILITARY FAMILIES (continued)

Transportation

The Superintendent or designee may, but is not required to, provide transportation to enable a child of a military family to attend the school of origin or to matriculate to a feeder school as described above, except when indicated in the individualized education program (IEP) of a student with a disability or otherwise required by federal law. (Education Code 48204.6)

Placement

Whenever a student's parent/guardian is serving on active duty or has been discharged from military service within the last year and the student transfers to a new school as the direct result of the military transfer or discharge, the Superintendent or designee may, prior to the receipt of official transcript(s) or the arrival of the student, review the student's coursework to date, including any unofficial transcript(s), to determine the appropriate placement of the student in classes. The evaluation shall also include communication with school counselors and teachers at the former school by videoconferencing, email, and/or telephone calls. (Education Code 51251)

The Superintendent or designee shall initially honor the placement of any child of a military family in educational courses and programs based on the student's enrollment and/or assessment in the previous school. The Superintendent or designee may, to the extent permitted by Board policy, waive course or program prerequisites, preconditions, and/or application deadlines when making decisions regarding placement of children of military families and their eligibility for extracurricular academic, athletic, and social activities. (Education Code 49701)

(cf. 6141.5 - Advanced Placement)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)
(cf. 6172 - Gifted and Talented Student Program)
(cf. 6174 - Education for English Learners)

When a child of a military family transferring into the district has been identified as an individual with a disability pursuant to 20 USC 1400-1482, the Superintendent or designee shall provide comparable services based on the student's current IEP. In addition, when the child of a military family transferring into the district is eligible for services under Section 504 of the federal Rehabilitation Act, the Superintendent or designee shall make reasonable accommodations and modifications to address the needs of the student subject to the student's existing Section 504 plan. The district may authorize subsequent evaluations of the student to ensure appropriate placement. (Education Code 49701)

(cf. 6159 - Individualized Education Program)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6164.6 - Identification and Education Under Section 504)
EDUCATION OF CHILDREN OF MILITARY FAMILIES (continued)

Transfer of Coursework and Credits

When a child of a military family transfers into a district school, the district shall accept and issue full credit for any coursework that the student has satisfactorily completed while attending another public school, a nonpublic, nonsectarian school or agency, or a juvenile court school and shall not require the student to retake the course. (Education Code 51225.2)

(cf. 6146.3 - Reciprocity of Academic Credit)
(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)

If the student did not complete the entire course, the student shall be issued partial credit for the coursework completed and shall be required to take only the portion of the course not completed at the previous school. However, the district may require the student to retake the portion of the course completed if, in consultation with the student's parent/guardian, the district finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued, the student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. (Education Code 51225.2)

Partial credits shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject.

In no event shall the district prevent a child of a military family from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

(cf. 6143 - Courses of Study)

Absences

When a student's parent/guardian is an active duty member and is called to duty for, is on leave from, or is immediately returned from deployment to a combat zone or to combat support posting, the Superintendent or designee may grant additional excused absences to the student to visit with the parent/guardian. (Education Code 49701)

(cf. 5113 - Absences and Excuses)

Graduation Requirements

To obtain a high school diploma, a child of a military family shall complete all courses required by Education Code 51225.3 and shall generally fulfill any additional graduation requirements prescribed by the Governing Board.

(cf. 6146.1 - High School Graduation Requirements)
EDUCATION OF CHILDREN OF MILITARY FAMILIES (continued)

However, when a child of a military family who has completed the second year of high school transfers into the district from another school district or transfers between high schools within the district, the student shall be exempted from all district-adopted coursework and other district-established graduation requirements that are in addition to the statewide coursework requirements specified in Education Code 51225.2, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of the fourth year of high school. Within 30 calendar days of the student's transfer, the Superintendent or designee shall notify the student and parent/guardian of the availability of the exemption and whether the student qualifies for it. If the Superintendent or designee fails to provide this notification, the student shall be eligible for the exemption once notified, even if the notification occurs after the student no longer meets the definition of a child of a military family pursuant to Education Code 49701. (Education Code 51225.1)

To determine whether a child of a military family is in the third or fourth year of high school, the district shall use either the number of credits earned as of the date of the transfer or the length of school enrollment, whichever qualifies the student for the exemption. (Education Code 51225.1)

The Superintendent or designee shall notify any child of a military family who is granted an exemption and the student's parent/guardian how any requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (Education Code 51225.1)

The district shall not require or request a child of a military family to transfer schools in order to qualify for an exemption, and no child of a military family or parent/guardian shall be permitted to request a transfer solely to qualify for an exemption. (Education Code 51225.1)

If a child of a military family is exempted from local graduation requirements, the exemption shall continue to apply after the student no longer meets the definition of a child of a military family while enrolled in school or upon transfer to another school or school district. (Education Code 51225.1)

If the Superintendent or designee determines that a child of a military family is reasonably able to complete district graduation requirements within a fifth year of high school, the Superintendent or designee shall: (Education Code 51225.1)

1. Inform the student and, if under 18 years of age, the student's parent/guardian of the option available to the student to remain in school for a fifth year to complete the district's graduation requirements and how that will affect the student's ability to gain admission to a postsecondary educational institution
EDUCATION OF CHILDREN OF MILITARY FAMILIES (continued)

2. Provide information to the student about transfer opportunities available through the California Community Colleges.

3. Upon agreement with the student, or with the parent/guardian if the student is under 18 years of age, permit the student to stay in school for a fifth year to complete the district's graduation requirements.

Notification and Complaints

Information regarding the educational rights of children of military families, as specified in Education Code 51225.1 and 51225.2, shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 51225.1, 51225.2)

Any complaint alleging that the district has not complied with requirements regarding the education of children of military families, as specified in Education Code 51225.1 or 51225.2, may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)