DURHAM UNIFIED SCHOOL DISTRICT
9420 Putney Drive, Durham, CA 95938

Regular Session Governing Board Meeting Agenda
Wednesday, May 16, 2018
6:00 PM Closed Session  7:00 PM Open Session

A. CALL TO ORDER

B. MOVE TO CLOSED SESSION

C. CLOSED SESSION
   1. Conference with Labor Negotiators Agency designated representatives: Board President Todd Southam, 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)

D. RETURN TO OPEN SESSION:

E. PLEDGE OF ALLEGIANCE:

F. REPORT OF ACTION TAKEN IN CLOSED SESSION:

G. ADJUSTMENTS TO ORDER OF AGENDA:

H. ITEMS FROM THE PUBLIC
   The law allows the public to address the governing board on any school district matter, whether or not it is on the agenda, but the law prohibits action or discussion by the Board on non-agenda items. A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to comment as briefly as the subject permits. Individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board shall limit the total time for public input on each item to 20 minutes. With Board consent, the president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The president may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add. (BB 9323)
“Questions or concerns expressed may be referred to the Superintendent, Lloyd Webb, for a response or resolution. Those persons wishing to contact the Superintendent may do so by phone at (530) 895-4675 or by email at lwebb@durhamunified.org”

I. STUDENT OF THE MONTH PRESENTATION
   Durham High School: Logan Akahoshi

J. DISTRICT REPORTS
   1. Students
   2. MOT (Maintenance, Operations & Transportation) - Drew Edwards
   3. Principal Reports
      a. Durham Elementary School - Shirley Williams
      b. Durham Intermediate School - Jason Bramson
      c. Durham High School – ASB Representative
   4. Business Manager, Ron Sherrod
   5. Superintendent Report, Lloyd Webb

K. CONSENT AGENDA
   1. Minutes of Regular Meeting April 12, 2018
   2. Accounts Payable for the Month of April 2018
   3. Approve amended Board Calendar date change: June 20 to June 21, 2018 and June 27 to June 28, 2018.
   4. Approve Family Bonding Leave, which is an additional 20 days as per item # 10.5 in the 2015/16-2017/18 DUTA Contract, submitted by Emily Abshier.
   6. Approve addition of Special Education Director to the Durham Unified School District Administration salary schedule.
   8. Employment
      Classified Resignation:

<table>
<thead>
<tr>
<th>Employee</th>
<th>Position</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rachael Tweedt</td>
<td>Secretary 1</td>
<td>4-28-2018</td>
</tr>
<tr>
<td>Jamie Meinberg</td>
<td>5.75 SPED Para Educator</td>
<td>5-25-2018</td>
</tr>
<tr>
<td>Drew Edwards</td>
<td>MOT Manager</td>
<td>6-30-2018</td>
</tr>
</tbody>
</table>
### Classified Hire:

<table>
<thead>
<tr>
<th>Employee</th>
<th>Position</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ben Snow</td>
<td>Custodian 1</td>
<td>4-11-2018</td>
</tr>
<tr>
<td>Rochelle White</td>
<td>5.5 SPED Para Educator</td>
<td>5-1-2018</td>
</tr>
<tr>
<td>Anna Hemstalk</td>
<td>Secretary 1</td>
<td>5-7-2018</td>
</tr>
</tbody>
</table>

### Certificated Hire:

<table>
<thead>
<tr>
<th>Employee</th>
<th>Position</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amber Hoffeld</td>
<td>Ag Teacher</td>
<td>8-13-2018</td>
</tr>
<tr>
<td>Carmina Vital-Gonzalez</td>
<td>School Psychologist</td>
<td>8-1-2018</td>
</tr>
<tr>
<td>Casey Selzer</td>
<td>6th Grade Teacher DIS</td>
<td>8-13-2018</td>
</tr>
<tr>
<td>Bryan Buck</td>
<td>0.6 FTE Art Teacher DHS</td>
<td>8-13-2018</td>
</tr>
</tbody>
</table>

### Certificated Resignation:

<table>
<thead>
<tr>
<th>Employee</th>
<th>Position</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Megan Johnson</td>
<td>School Psychologist</td>
<td>6-7-2018</td>
</tr>
</tbody>
</table>

### Administrative Hire:

<table>
<thead>
<tr>
<th>Employee</th>
<th>Position</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robbin Pedrett</td>
<td>Durham High School Principal</td>
<td>7-1-2018</td>
</tr>
</tbody>
</table>

### Administrative Resignation:

<table>
<thead>
<tr>
<th>Employee</th>
<th>Position</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Terry Quinto</td>
<td>Director of Special Education</td>
<td>5-4-2018</td>
</tr>
<tr>
<td></td>
<td>School Psychologist</td>
<td></td>
</tr>
</tbody>
</table>

### DHS Athletic Coaches 2018-2019 Season

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brev Creech</td>
<td>Football Head Coach</td>
<td>5-10-2018</td>
</tr>
<tr>
<td>Madeline Caputo</td>
<td>Volleyball Varsity Head Coach</td>
<td>5-1-2018</td>
</tr>
<tr>
<td>Heather Waits</td>
<td>JV Coach</td>
<td>5-1-2018</td>
</tr>
<tr>
<td>Shelinda Bryant</td>
<td>Volunteer</td>
<td>5-1-2018</td>
</tr>
<tr>
<td>Julie Zaring</td>
<td>Volunteer</td>
<td>5-1-2018</td>
</tr>
<tr>
<td>Aerin Farrell</td>
<td>Basketball Varsity Girls Head Coach</td>
<td>PAID</td>
</tr>
<tr>
<td>Alvyna Goodwin</td>
<td>Frosh/Soph Girls Head Coach</td>
<td>5-1-2018</td>
</tr>
<tr>
<td>Cammy Royal</td>
<td>Girls Volunteer</td>
<td>5-1-2018</td>
</tr>
<tr>
<td>Alvyna Goodwin</td>
<td>Varsity Girls Volunteer</td>
<td>5-1-2018</td>
</tr>
<tr>
<td>Ashlee Despain</td>
<td>Girls Volunteer</td>
<td>5-1-2018</td>
</tr>
<tr>
<td>Josh Holbrook</td>
<td>Varsity Boys Head Coach</td>
<td>5-1-2018</td>
</tr>
<tr>
<td>Rob Poblano</td>
<td>Varsity Boys Volunteer</td>
<td>5-1-2018</td>
</tr>
<tr>
<td>Tony Cardoza</td>
<td>Wrestling Varsity Head Coach</td>
<td>5-1-2018</td>
</tr>
<tr>
<td>Trent Kenney</td>
<td>Varsity Assistant Coach</td>
<td>5-1-2018</td>
</tr>
<tr>
<td>Brandon Sanders</td>
<td>Volunteer</td>
<td>5-1-2018</td>
</tr>
<tr>
<td>Armand Brett</td>
<td>Volunteer</td>
<td>5-1-2018</td>
</tr>
<tr>
<td>Zach Atkins</td>
<td>Volunteer</td>
<td>5-1-2018</td>
</tr>
<tr>
<td>Haedin Hutchings</td>
<td>Volunteer</td>
<td>5-1-2018</td>
</tr>
<tr>
<td>Lucas Gaeth</td>
<td>Volunteer</td>
<td>5-1-2018</td>
</tr>
<tr>
<td>Andrew Teats</td>
<td>Volunteer</td>
<td>5-1-2018</td>
</tr>
<tr>
<td>Victory Cortez</td>
<td>Soccer Varsity Boys Head Coach</td>
<td>PAID 5-1-2018</td>
</tr>
</tbody>
</table>
Edgar Quezada  |  Soccer  | Volunteer  | 5-1-2018  
Alex Sanchez  |  Varsity Girls Head Coach  | PAID  | 5-1-2018  

DIS Athletic Coaches 2018-2019 Season  

<table>
<thead>
<tr>
<th>Name</th>
<th>Sport</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carson Neely</td>
<td>6th Grade Boys PAID</td>
<td>5-1-2018</td>
</tr>
<tr>
<td>Jamie Gonzalez</td>
<td>7th Grade Boys PAID</td>
<td>5-1-2018</td>
</tr>
<tr>
<td>Diego Guerra</td>
<td>8th Grade Boys PAID</td>
<td>5-1-2018</td>
</tr>
</tbody>
</table>

Athletic Coach Resignation:  

<table>
<thead>
<tr>
<th>Name</th>
<th>Sport</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phil Jones</td>
<td>Football Volunteer</td>
<td>4-11-2018</td>
</tr>
</tbody>
</table>

Field Trip Request:  

<table>
<thead>
<tr>
<th>Site</th>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>DES</td>
<td>Student Council End of Year Field Trip Jon’s Incredible Pizza, Roseville</td>
<td>5-14-2018</td>
</tr>
<tr>
<td>DHS</td>
<td>Spanish IV- Mural Field Trip, San Francisco 1st</td>
<td>5-15-2018 to 5-16-2018</td>
</tr>
<tr>
<td>DES</td>
<td>1st grade classes to Chico Nature Center and Caper Acres, Chico</td>
<td>5-23-2018</td>
</tr>
<tr>
<td>DES</td>
<td>4th Grade Experience with Agriculture Butte County Fairgrounds, Gridley</td>
<td>5-24-2018</td>
</tr>
<tr>
<td>DES</td>
<td>3rd Grade Historic Tour of Durham</td>
<td>5-25-2018</td>
</tr>
<tr>
<td>DES</td>
<td>Kinder to Plant Barn, Chico</td>
<td>5-29-2018</td>
</tr>
<tr>
<td>DHS</td>
<td>Industrial Arts – Skills USA Louisville Convention Center, Louisville, KY</td>
<td>6-25-2018 to 6-30, 2018</td>
</tr>
</tbody>
</table>

Fund Raising Request:  

<table>
<thead>
<tr>
<th>Site</th>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>DHS</td>
<td>DHS Technology Fund Raiser Durham Memorial Hall</td>
<td>11-3-2018</td>
</tr>
</tbody>
</table>

Consent Agenda Approval:  

Moved__________ Second__________ Vote: Aye____ Nay____  

A. INFORMATIONAL ITEM:  

1. First Reading of Butte-Glenn Community College District, College and Career Pathways Partnership Agreement, Dual Enrollment.  

B. DISCUSSION ITEMS:  

1. Second Reading of Durham Intermediate Student/Parent Handbook  

2. Review of Master Activity Calendar.  

Page 4 of 5
C. ACTION ITEMS:

1. **Action**: Consideration/Approval of proposal with Durham Recreation and Park District regarding partial funding toward replacement of pool heater.
   
   Moved _______  Second ________  Vote: Aye ___  Nay ___

2. **Action**: Consideration/Approval to determine use of property located at 9501 Midway, Durham.
   
   Moved _______  Second ________  Vote: Aye ___  Nay ___

   
   Moved _______  Second ________  Vote: Aye ___  Nay ___

4. **Action**: Consideration for adoption Durham Unified School District BP 5145.9 Hate-Motivated Behavior on First Reading.
   
   Moved _______  Second ________  Vote: Aye ___  Nay ___

   
   Moved _______  Second ________  Vote: Aye ___  Nay ___

6. ITEMS FROM THE BOARD
7. RETURN TO CLOSED SESSION – If Needed
8. CLOSED SESSION - If Needed
9. RETURN TO OPEN SESSION
10. REPORT OF ACTION TAKEN IN CLOSED SESSION

11. NEXT BOARD MEETING DATE: June 21, 2018

12. ADJOURNMENT  
   
   Adjournment Time: _______ 

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

Regular Meeting of the Board of Trustees
Thursday, April 12, 2018
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, March 21, 2018 and begun at 6:00 pm.

Trustees Present: Alex DuBose, Kathy Horn, Ed McLaughlin & Todd Southam
Trustees Absent: Lance Smith
Staff Members Present: Superintendent Lloyd Webb, Business Manager Ron Sherrod, District Secretary Tina Blenn, Principal Jason Bramson and Drew Edwards, MOT Manager

Staff Members Absent: Principal Shirley Williams and School Psychologist/Director of Special Education Terry Quinto

CALL TO ORDER
President Todd Southam called the DUSD Board of Trustees meeting to order at 6:00 pm.

A. MOVE TO CLOSED SESSION

B. 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)
   3. Public Employee Discipline / Dismissal / Release / Complaint
      (Government Code 54957)
   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

C. RETURN TO OPEN SESSION
President Southam reconvened Open Session at 7:04 pm.

D. PLEDGE OF ALLEGIANCE
   Jason Bramson led the Pledge of Allegiance.

E. REPORT OF ACTION TAKEN IN CLOSED SESSION
   No action was taken in closed session.
F. ITEMS FROM THE PUBLIC:
- Deena Cooper, 6th Grade Teacher from Durham Intermediate accompanied by students Marisa Schmaljohann and Nancy Villegas-Orozco and Ag Teacher Emma Wilkinson from Durham High School proposed a Compost Program for the district. A short slide show demonstrating the program was shown.
- FFA Honors: Ag Instructor Emma Wilkinson spoke briefly on the up and coming FFA state conference. She introduced newly elected Superior Region Treasurer Nolan Britten and Hayley Amator who is slated in Northern California for Superior Region Vice President both from the Durham High School FFA Chapter.

G. INFORMATION ITEMS: Quarterly Report on Williams Uniform Complaint: There were no reports filed.

H. DISTRICT REPORTS
- **Students of the Month:** Durham Intermediate School, Samuel Dyrr gave a presentation on STEM Class and shared several of his projects: 3D fidget spinner, 3D logo and plasma cam cut out.
- **MOT Report, Drew Edwards**
  Transportation: Bus 9 repair wiring
  Maintenance: Large forklift injector pump repair; Walk in freezer repaired
  Grounds: Working to keep mowed and control gophers
  Custodial: New hire: Ben Snow, Custodian 1 position.
- **Principal Shirley Williams, Durham Elementary School:**
  No report, absent
- **Principal Jason Bramson, Durham Intermediate School:**
  Enrollment: 237
  Open House: April 19th from 5:30 – 7:00pm.
  Honor Roll trip to Oroville Aquatic Forebay, April 20th
  Preparing for the California Assessment of Student Performance and Progress Test beginning May 1.
  Sixth grade band concert will be held May 3 at 6:30pm.
  TECHNOLOGY: DUSD will soon be moving its email and calendar platform from Microsoft Outlook to Gmail and G Suite.
- **Natalie Thorpe, ASB Senior Class V.P. Durham High School:**
  Enrollment: 278
  DHS seniors are busy. Prom is scheduled for May 5 at the Women’s Center in Chico.
  May 2 DHS band concert at PV.
  May 18 is a free dance at DHS.
  FFA State Conference April 20 – 27.
  Friends of Rachel Club are planning painting and clean up.
- **Business Manager, Ron Sherrod**
  DHS network upgrade will be happening soon.
  Surveillance cameras will be installed early June.
  Busy with yearend reports.
- **Superintendent, Lloyd Webb**
  Thanked Natalie Thorpe for Durham High School update.

I. CONSENT AGENDA

Moved: Alex DuBose  Second: Ed McLaughlin  Vote: 4-0  Abstained:  Absent: 1
J. DISCUSSION ITEMS:
1. Discussion of Durham Unified School District property located at 9501 Midway and contract with BCOE regarding the property. Nicole Happich Bowhall addressed the Board regarding the vision for the property. This item will be brought back as an action item on the May 16 DUSD agenda.

2. Discussion of the proposed Sports Shooting Team at Durham High School. Dave Samson from Sutter High School club was present to answer questions. This item will be an action item on the May 16 DUSD agenda.

K. ACTION ITEMS:
1. **Action:** Approval of Durham High School Principal.
Durham Unified School District would like to welcome Robin Pedrett as the new Durham High School Principal.

   Moved: Kathy Horn   Second: Alex DuBose   Vote: 4-0   Abstained:   Absent: 1

2. **Action:** Approval of Durham Unified School District updated Board policies: E 5145.6 Parent Notifications; BP 6111 School Calendar; BP/AR 6142.2 World/Foreign Language Instruction; BP 6144 Controversial Issues; BP/AR 6174 Education for English Learners; and BP 6176 Weekend/Saturday classes.

   Moved: Alex DuBose   Second: Ed McLaughlin   Vote: 3-0   Abstained: Kathy Horn   Absent: 1

3. **Action:** Approval of Resolution #18-13 Intra-Budget Transfer Resolution at the Close of the School Year.

   Moved: Alex DuBose   Second: Ed McLaughlin   Vote: 4-0   Abstained:   Absent: 1

4. **Action:** Approval of Durham Unified School District resolution to establish fund balance policies as required by GASB 54 Resolution #18-14.

   Moved: Ed McLaughlin   Second: Alex DuBose   Vote: 4-0   Abstained:   Absent: 1

L. ITEMS FROM THE BOARD OF TRUSTEES
Kathy Horn commended the grounds staff on a job well done and how helpful all the staff are.
Alex DuBose asked Emma Wilkinson about the FFA Conference attendance requirements and how many would be attending. She replied that 35 members and 6 parents would attend; unfortunately 4 members did not qualify to attend.

M. RETURN TO CLOSED SESSION
No return to closed session

N. NEXT BOARD MEETING DATE: May 16, 2018

O. ADJOURNEMENT
President Southam adjourned the meeting of the DUSD Board of Trustees at 7:48 p.m.

Notes:
*Agenda item documents are available for public inspection during regular business hours at the District Office.
**Handout will be provided at the board meeting.
If you require special accommodations to participate in the meeting, please advise Tina Blenn, District Secretary, 48 hours in advance at 893-4675 x227.
<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item 1</td>
<td>$1,234</td>
<td>Description of Item 1</td>
</tr>
<tr>
<td>Item 2</td>
<td>$567</td>
<td>Description of Item 2</td>
</tr>
<tr>
<td>Item 3</td>
<td>$890</td>
<td>Description of Item 3</td>
</tr>
<tr>
<td>Item 4</td>
<td>$456</td>
<td>Description of Item 4</td>
</tr>
</tbody>
</table>

**Check Information:**
- **Check Date:** 04/01/2018
- **Check Number:** 0123456789
- **Check Description:** Payment for Supplies

**Notes:**
- All checks must be approved by the school district before issuance.
- Expenses must be approved by the Board of Trustees.

**Contact Information:**
- School District Office: 123 Main St, Anytown, USA 12345
- Phone: 555-123-4567
- Email: info@schooldistrict.org
<table>
<thead>
<tr>
<th>Date</th>
<th>Check #</th>
<th>Vendor Name</th>
<th>Description</th>
<th>Amount</th>
<th>Check #: 1234</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/3/00</td>
<td>1018</td>
<td>General Supplies</td>
<td>Office Supplies</td>
<td>50.00</td>
<td></td>
</tr>
<tr>
<td>10/4/00</td>
<td>1019</td>
<td>Office Supplies</td>
<td>Office Supplies</td>
<td>30.00</td>
<td></td>
</tr>
<tr>
<td>11/5/00</td>
<td>1020</td>
<td>Office Supplies</td>
<td>Office Supplies</td>
<td>50.00</td>
<td></td>
</tr>
<tr>
<td>12/6/00</td>
<td>1021</td>
<td>Office Supplies</td>
<td>Office Supplies</td>
<td>30.00</td>
<td></td>
</tr>
</tbody>
</table>

*Note: The above table is an example of how the extracted text might be represented in a natural language format.*
<table>
<thead>
<tr>
<th>Check Amount</th>
<th>Comment</th>
<th>Fund Object</th>
<th>Expanded Account</th>
<th>Check Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>3,175.56</td>
<td>Travel Expense - 11/1/17 to 11/17/17 Guesstimate</td>
<td>5000-10</td>
<td>9080.02</td>
<td>110823</td>
</tr>
<tr>
<td>1000.00</td>
<td>P/F Semi* R. Nowak</td>
<td>335.01</td>
<td>222.58</td>
<td>1000.00</td>
</tr>
<tr>
<td>200.00</td>
<td>Hotel Room for Afterschool Lunch</td>
<td>020.00</td>
<td>63.50</td>
<td>200.00</td>
</tr>
<tr>
<td>168.20</td>
<td>Hotel Changes for 12/5/17 Guesstimate</td>
<td>100-20</td>
<td>50.00</td>
<td>168.20</td>
</tr>
<tr>
<td>0.00</td>
<td>Travel &amp; Meals for the Guesstimate</td>
<td>000-10</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>100.00</td>
<td>Supplies for Afterschool Lunch</td>
<td>020.00</td>
<td>20.00</td>
<td>100.00</td>
</tr>
<tr>
<td>0.00</td>
<td>Supplies for Afterschool Lunch</td>
<td>020.00</td>
<td>20.00</td>
<td>0.00</td>
</tr>
<tr>
<td>72.50</td>
<td>Refreshments for MT Meeting</td>
<td>020.00</td>
<td>20.00</td>
<td>72.50</td>
</tr>
<tr>
<td>400.00</td>
<td>Pay to the Order of</td>
<td>020.00</td>
<td>20.00</td>
<td>400.00</td>
</tr>
<tr>
<td>390.00</td>
<td>Pay to the Order of</td>
<td>020.00</td>
<td>20.00</td>
<td>390.00</td>
</tr>
<tr>
<td>250.00</td>
<td>Pay to the Order of</td>
<td>020.00</td>
<td>20.00</td>
<td>250.00</td>
</tr>
<tr>
<td>150.00</td>
<td>Pay to the Order of</td>
<td>020.00</td>
<td>20.00</td>
<td>150.00</td>
</tr>
<tr>
<td>100.00</td>
<td>Pay to the Order of</td>
<td>020.00</td>
<td>20.00</td>
<td>100.00</td>
</tr>
<tr>
<td>50.00</td>
<td>Pay to the Order of</td>
<td>020.00</td>
<td>20.00</td>
<td>50.00</td>
</tr>
<tr>
<td>100.00</td>
<td>Pay to the Order of</td>
<td>020.00</td>
<td>20.00</td>
<td>100.00</td>
</tr>
<tr>
<td>100.00</td>
<td>Pay to the Order of</td>
<td>020.00</td>
<td>20.00</td>
<td>100.00</td>
</tr>
<tr>
<td>100.00</td>
<td>Pay to the Order of</td>
<td>020.00</td>
<td>20.00</td>
<td>100.00</td>
</tr>
<tr>
<td>100.00</td>
<td>Pay to the Order of</td>
<td>020.00</td>
<td>20.00</td>
<td>100.00</td>
</tr>
</tbody>
</table>
2018 Regular Board Meeting Dates

Regular Board Meetings are scheduled for the third Wednesday of the month.

*Return to Open Session for regular meetings is scheduled to begin at 7:00 p.m. or unless noted differently on the agenda for that meeting.*

January 17
February 21
March 21
**April 5** SPECIAL BOARD MEETING 5PM CLOSED SESSION
**April 12** DAY AND DATE CHANGE
May 16
June 21 *** New Day
June 28 *** New Day
August 15
September 19
October 17
November 14
December 19

ADOPTED: 12-20-2017
REVISED: 4-12-2018
AGREEMENT BETWEEN DURHAM RECREATION AND PARK DISTRICT AND  
DURHAM UNIFIED SCHOOL DISTRICT  
RE: FACILITIES

THIS AGREEMENT made and entered into this 1st day of July, 2018, in the County of Butte, State of California, by and between the DURHAM RECREATION AND PARK DISTRICT hereinafter referred to as PARK BOARD, and the DURHAM UNIFIED SCHOOL DISTRICT hereinafter referred to as DISTRICT:

WITNESSETH:

For and in consideration of the mutual covenants, considerations, and on the terms and conditions herein set forth, the parties hereto do hereby mutually agree as follows:

WHEREAS, the Education Code of the State of California, commencing with Section 40040 authorized sites, public corporations, and public schools districts to cooperate with one another for the purpose of authorizing, promoting, and conducting programs of community recreation which will contribute to the attainment of general recreational and educational objectives for children and adults of the PARK BOARD and the DISTRICT; and

WHEREAS, the PARK BOARD and the DISTRICT are mutually interested in and concerned with the provision of adequate facilities for the recreation and physical well-being of their residents; and

WHEREAS, the PARK BOARD operates and maintains certain public parks and recreational facilities, which are capable of being used by DISTRICT for educational purposes; and DISTRICT has in its employ qualified personnel to supervise, direct, and conduct such educational programs; and

WHEREAS, the DISTRICT has certain educational facilities under its jurisdiction, suitable for a community recreation program, and conduct such a community recreation program;

IT IS HEREBY MUTUALLY AGREED BETWEEN the DISTRICT and the PARK BOARD that:

The DISTRICT will make available to the PARK BOARD for community recreation activities such school grounds and buildings as may be mutually agreed upon. These facilities are to be selected by the PARK BOARD and approved by the DISTRICT in accordance with administrative procedures established by the DISTRICT superintendent.

The PARK BOARD will make available to the DISTRICT for bona fide school use such PARK BOARD facilities as may be mutually agreed upon. These facilities are
to be selected by the DISTRICT and approved by the PARK BOARD in accordance with administrative procedures established by the Executive Director.

The use of school facilities shall be in accordance with the regular procedures for the DISTRICT in granting permits for use of school facilities as provided for by laws of California and the rules and regulations of the DISTRICT Board of Education.

The use of PARK BOARD facilities shall be in accordance with the regular procedures in granting permits for use of PARK BOARD facilities as prescribed by the rules and regulations of the PARK BOARD of Directors.

Schedules shall be established for said use of school and PARK BOARD facilities by designated representatives of the Superintendent of Schools and Executive Director of the PARK BOARD.

DISTRICT shall not at any time or to any extent whatsoever be liable, responsible, or in any way accountable for any injury to or death of persons or loss, destruction, or damage to property, occurring in, on or about the facilities under the jurisdiction of the DISTRICT when resulting from any use of or activities within such facilities by the PARK BOARD under the terms of this agreement, and the PARK BOARD shall forever indemnify DISTRICT against any and all claims, liabilities, loss, destruction, or damage. Similarly, the PARK BOARD shall not at any time or to any extent whatsoever be liable, responsible, or in any way accountable for any injury to or death of persons or loss, destruction or damage to property occurring in, on, or about the facilities under the jurisdiction of the PARK BOARD resulting from any use or activities within such facilities when being used by DISTRICT under the terms of this agreement and DISTRICT shall forever indemnify the PARK BOARD against any and all claims, liability, loss, or damage.

IT IS FURTHER AGREED that the PARK BOARD and DISTRICT at all times during the term of this agreement, will each, at their own expense, maintain in force a policy or policies of insurance, written by one or more responsible carriers doing business in the State of California or legally self-insured public agency acceptable to the other party. Policy or policies shall, in the case of the DISTRICT, insure PARK BOARD against all liability for injury or death of persons occurring in or about the facilities and in the case of the PARK BOARD will insure DISTRICT against all liability for injury or death of persons occurring in or about the facilities. The minimum coverage limit of the insurance policy shall be $1,000,000.
Agreement Between Durham Recreation and Park
District and Durham Unified School District
Page 3 of 3

IT IS FURTHER AGREED that the DISTRICT will charge the PARK BOARD a fee for the
use of facilities for programs operated by the PARK BOARD for adults. The fee established by
the DISTRICT shall be consistent with current DISTRICT policy.
IT IS FURTHER AGREED that in consideration of the use of the DISTRICT facilities, the
PARK BOARD shall provide for students, without charge except for additional personnel
required, the use of the PARK BOARD facilities for the periods mutually agreed upon between
the DISTRICT and the PARK BOARD.

IT IS FURTHER UNDERSTOOD AND AGREED that this agreement shall supersede
any and all prior agreements, (with the exception of the Midway Park agreement) and that this
agreement shall take effect July 1, 2018. Either party to this agreement may, at any time
terminate this agreement upon giving, in writing, to either party, thirty (30) days notice of its
intention to terminate same.

IT IS FURTHER AGREED that the term of this agreement will expire on June 30,
2019. The agreement may be renewed at that time by mutual consent of both boards.

IN WITNESS THEREOF the parties hereto have caused the AGREEMENT to be
executed on their behalf.

DURHAM RECREATION AND PARK BOARD

By: _________________________ Board Chairman

___________________________ District Manager

Date: _________________________

DURHAM UNIFIED SCHOOL DISTRICT

By: _________________________ Board President

___________________________ Superintendent

Date: _________________________
<table>
<thead>
<tr>
<th>Supervisor</th>
<th>Business</th>
<th>Director</th>
<th>Special Education</th>
<th>Principal</th>
<th>Special Education</th>
<th>Principal</th>
<th>Principal</th>
<th>Principal</th>
<th>Principal</th>
</tr>
</thead>
<tbody>
<tr>
<td>221</td>
<td>376</td>
<td>271</td>
<td>195</td>
<td>215</td>
<td>121</td>
<td>202</td>
<td>210</td>
<td>210</td>
<td>210</td>
</tr>
</tbody>
</table>

*Note: Official*

*Administrative Salary Schedule*

*Durham Unified School District*
LICENSING AGREEMENT

This Agreement effective **July 1, 2018**, is made and entered into by Durham Unified School District as Licensee and Document Tracking Services (DTS) as Licensor each a "Party" and collectively the "Parties".

Licensee desires that DTS provide a license to use DTS proprietary web-based application in accordance with the following provisions:

A. License. DTS hereby grants to Licensee a non-exclusive license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit A of this agreement.
   (i) DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
   (ii) Licensee retains all rights, title and interest in the documents as described in Exhibit A of this agreement.

B. Internet Areas. All parties including third party licensees shall not be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval.

C. Term of License. The term of the Agreement is for **one (1) year** from the effective date (as noted in paragraph one) of the license agreement.

D. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.

E. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS secure server and provide complete access to Licensee and its representatives.

F. Security of Data. DTS at all times will have complete security of Licensee documents on dedicated servers that only authorized DTS personnel will have access to; all login by DTS authorized will be stored and saved as to time of log-in and log-out.
   (i) Licensee may request DTS to only store Licensee documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.

G. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.

H. Customer License. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.
I. License Fee. Licensee shall pay a fee of $795.

J. Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is $0.

K. Payment Terms. Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.

L. Number of Documents. The maximum number of documents per school district is limited to five (5).

M. Warranty. Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.

N. Definitions.
   (i) Document. A document is defined as a) a specific template provided by CDE or; b) any specific word document or forms that have different fields or school references such as elementary, middle or high schools* submitted by District or CDE; or c) individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.

   * Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.

   (ii) Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.

O. Document Setup Fee. DTS will charge a one-time setup fee of $200 per standard document up to a maximum of $850 for customized documents.

P. Additional Fees. Licensee shall pay additional fees if Licensee exceeds the number of documents as described in section L of this agreement. The fee for each additional document is $39 per document times the number of schools in the district. The fee shall be payable within thirty (30) days from DTS invoice.

Q. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.
The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC
By: Aaron Tarazon, Director
Document Tracking Services
10225 Barnes Canyon Road, Suite A200
San Diego, CA 92121
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Date: May 8, 2018

Licensee
By: __________________________
Date: __________________________
Durham Unified School District
Exhibit A

The following are standard documents to be used in conjunction with the license.

1. 2018 School Accountability Report Card, English & Spanish (Custom Template)
2. 2018 Single Plan for Student Achievement (CDE Template)
3. 2018 Local Control and Accountability Plan (CDE Template)
4. Others to be identified as needed.
May 8, 2018

Durham Unified School District
9420 Putney Drive
Durham, CA 95938

Re: Document Tracking Services

INVOICE #9593802

Pursuant to the licensing agreement between Durham Unified School District and Document Tracking Services (DTS):

Document Tracking Services

Document Tracking Services [7/1/18 to 7/1/19]: $795
3 schools and District Personnel = 4 sites
License Agreement includes up to 5 documents

Translation Services

2018 Spanish School Accountability Report Card: $450
$150 x 3 School Accountability Report Cards

Total Balance Due: $1,245

Please Make Checks Payable To: Document Tracking Services

Send to:

Aaron Tarazon, Director
Document Tracking Services
10225 Barnes Canyon Road, Suite A200
San Diego, CA 92121
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Thank you!

Approved Per Payment (Signature) Name/Role (Printed)
DURHAM UNIFIED SCHOOL DISTRICT

FIELD TRIP REQUEST

Date Submitted: April 25, 2018
School Site: D.E.S. Program: Student Council Seat Count: 29
Requesting Party: Samantha Brown Phone: (530) 895-4695 ext. 229 Cell: (530) 566-2008
Purpose of Trip: End-of-the-Year Student Council Field Trip
Date of Trip: May 14, 2018 Day of Week: Monday
Contact Name: Samantha Brown Cell: (530) 566-2008

TYPE OF TRANSPORTATION REQUESTED

School Bus Charter District Van Parent Drivers

Have DMV records been checked for parent driver yes no

Destination: Jon’s Incredible Pizza
Address: 384 N. Sunrise Avenue City: Roseville State: CA
Scheduled Departure Time: 9:20 AM Scheduled Return Time: 3:45 ish PM
Payment Method: ASB Funds PTS Budget Transfer

APPROVALS:
Principal: 8W
Date: 4/26/18
Superintendent:
Date:

Revised Form: 2/25/11
DURHAM UNIFIED SCHOOL DISTRICT
FIELD TRIP REQUEST

Date Submitted: April 16, 2018
School Site: P.H.S Program: SpanishIV Seat Count: 24
Requesting Party: Contreras Phone: 530.895.4680 ext. 238 Cell: 530.566.4763
Purpose of Trip: Mural Field Trip
Date of Trip: 5-15 → 5-16 Day of Week: Tuesday and Wednesday
Contact Name: Suzanne Contreras Cell: 530.566.4763

TYPE OF TRANSPORTATION REQUESTED

_______ School Bus _______ Charter _______ District Van _______ Parent Driver

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

Destination: Various places in San Francisco (See Letter)
Address: [See Letter] City: S.F. State: CA

Scheduled Departure Time: 7:00 a.m. Scheduled Return Time: 4:30-5:00 p.m

Mileage: 162 miles [1 way] Board approval needed: yes ______ no ______

Payment Method: _______ ASB Funds _______ PTS _______ Budget Transfer

parent funded

APPROVALS:
Principal: ___________________________ Superintendent: ___________________________
Date: 4/16/18 Date: 4/23/18

Updated 4/2013
DURHAM UNIFIED SCHOOL DISTRICT
FIELD TRIP REQUEST

Date Submitted: 4-5-18
School Site: DES Program: 1st Grade Seat Count: 72
Requesting Party: DelCarlo Phone: Cell: 624-8262
Purpose of Trip: Life Science: plants + animals
Date of Trip: May 23, 2018 Day of Week: Wednesday
Contact Name: DelCarlo Dana Cell: 624-8262

TYPE OF TRANSPORTATION REQUESTED

School Bus Charter District Van Parent Driver
Have DMV records been checked for parent driver yes no
Destination: Chico Nature Center and Caper Acres
Address: 1968 E. 4th St, 5005 Park City: Chico State:
Scheduled Departure Time: 8:40 Scheduled Return Time: 1:00ish
Payment Method: ASB Funds PTS Budget Transfer

APPROVALS:
Principal: _______________ Superintendent: _______________
Date: 4/9/18 Date: 4-11-2018

Revised Form: 2/25/11
DURHAM UNIFIED SCHOOL DISTRICT

FIELD TRIP REQUEST

Date Submitted: 4/20/18

School Site: DES Program: 4th grade Seat Count: 

Requesting Party: 4th grade Teachers Phone: Cell: (530) 680-1338

Purpose of Trip: To experience agriculture in an authentic way.

Date of Trip: 5/24/18 Day of Week: Thursday

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: Butte County Fairgrounds

Address: __________________________ City: Chico State: CA

Scheduled Departure Time: 12:00 Scheduled Return Time: 2:45

Payment Method: Free Event ASB Funds PTS Budget Transfer

APPROVALS:

Principal: 9W Date: 4/23/18

Superintendent: Date: 4/23/18

Revised Form: 2/25/11
FIELD TRIP REQUEST

Date Submitted: May 1, 2018
School Site: Durham Elem  Program: Third Grade  Seat Count: 80
Requesting Party: Ramie Pisenti  Phone: 518-5759  Cell: 895-4697
Purpose of Trip: Durham History
Date of Trip: 5-25-18  Day of Week: Friday
Contact Name: Ramie Pisenti  Cell: 518-5759

TYPE OF TRANSPORTATION REQUESTED

X School Bus  Charter  District Van  Parent Driver

Have DMV records been checked for parent driver  yes  no

Destination: Driving Tour of Historic Durham

Address:  
City:  
State: 

Scheduled Departure Time:  
Scheduled Return Time:  

Payment Method:  

ASB Funds  PTS  Budget Transfer

APPROVALS:
Principal:  8W  Date: 5/1/18
Superintendent:  
Date:  

Revised Form: 2/25/11
DURHAM UNIFIED SCHOOL DISTRICT
FIELD TRIP REQUEST

Date Submitted: 4-27-18
School Site: DES Program: KINDER Seat Count: 30
Requesting Party: Deb Gobel Phone: 895-4697 Cell: 518-9320
Purpose of Trip: to learn about plants (science)
Date of Trip: May 29, 2018 Day of Week: Tuesday
Contact Name: Deb Gobel Cell: 518-9320

TYPE OF TRANSPORTATION REQUESTED

X School Bus _____ Charter _____ District Van _____ Parent Driver
Have DMV records been checked for parent driver yes no
Destination: Plant Barn
Address: Entler Ave City: Chico State: CA
Scheduled Departure Time: Scheduled Return Time:
Payment Method: _____ ASB Funds _____ PTS _____ Budget Transfer

APPROVALS:
Principal: 8W1 Date: 4/30/18
Superintendent: Date: 4-30-2018

Revised Form: 2/25/11
Field Trip Request

Date Submitted: 4/30/18

School Site: DHS  Program: Ind. Arts  Seat Count: 

Requesting Party: Wes Bill  Phone: 895-4685x256  Cell: 

Purpose of Trip: SKILLS USA

Date of Trip: 6-25-18 / 6-30-18  Day of Week: M - SAT

Contact Name: Wes Bill  Cell: 

Type of Transportation Requested

* Flying

School Bus  Charter  District Van  Parent Driver

Have DMV records been checked for parent driver  yes  no

Destination: Louisville Convention Center

Address:  City: Louisville  State: KY

Scheduled Departure Time: TBD  Scheduled Return Time: TBD

Mileage  Board approval needed  □ yes  □ no

Payment Method:  ASB Funds  PTS  □ Budget Transfer

□ CTE/IG

Approvals:

Principal:  Superintendent: 

Date: 5-1-2018  Date: 5-1-2018

Updated 4/2013
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  Kristen Cargile
Advisor/President
Purpose of the fund raising project/activity:  Raise funds for technology.

Financial Goal of the project:

Minor: Estimated Gross  Estimated Net $12,500
Major: Estimated Gross

Nature of project/activity (i.e., car wash):  Durham High Casino Night

Beginning/ending date(s) and times if appropriate of proposed fund raising project(s)/activity(ies):
Beginning:  Nov 3, 2018  Ending:  Nov 3, 2018
Location:  Durham Memorial Hall

Number of students to be involved:

Date:  4-17-18  Kristen Cargile
Organization Officer’s Signature

Date:  
Advisor’s Signature (if applicable)

Date:  4/19/18
Principal’s Signature

Date:  4/30/18
Student Body President’s Signature

Date:  4/19/18
Superintendent’s Signature (if required)

White: Club  Yellow: File  Pink: ASB Files
### DURHAM UNIFIED SCHOOL DISTRICT

**Board Meeting Date: 5-16-2018**

**SUBJECT:** Butte-Glenn Community College District, College and Career Access Pathways Partnership Agreement, Dual Enrollment

**PREPARER:** Lloyd Webb, Superintendent

**RECOMMENDATION:**
- [ ] Approve First Reading
- [ ] Do Not Approve
- [ ] Accept
- [ ] Discuss
- [ ] Information Only

**Background:**

Assembly Bill 288 (AB 288) was enacted January 1, 2016, and added to the California Education Code Section 76004.

AB 288 enables the governing board of a community college district to enter into College and Career Access Pathways (CCAP) Partnership Agreement with the governing board of a California public school district consistent with Education Code Section 76004. CCAP partnerships are for the purpose of offering and expanding dual enrollment opportunities for all high school students, and particularly “student who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness” at no cost to the student. These dual enrollment courses allows high schools to remain closed to the public, and permits high school faculty who meet the college’s minimum qualifications to teach these courses.

As mandated by law, the governing board of each district, at an open public meeting of that board, shall present the dual enrollment partnership agreement first as an informational item; and at a subsequent open public meeting of that board, shall take comments from the public and approve or disapprove the proposed agreement.

Our freshman take a year-long course broken into two semesters: Health, Career Explorations. We started our Career Explorations course as an introductory course for our Career Pathways using the Career Choices text and workbook. The dual enrollment agreement will allow us to offer three non-transferable credits to all of our freshmen at no cost.

**References:**

*Butte-Glenn Community College District, College and Career Access Pathways Partnership Agreements and Appendices that identifies college and school district specific arrangements. Butte College Course Outline, CLP 101 – Career, Education and Life Choices; Butte College, Dual Enrollment Procedures and Timelines.*

*What Works Clearinghouse – Transition to College, Dual Enrollment Programs, February 2017*
BUTTE-GLENN COMMUNITY COLLEGE DISTRICT
3536 Butte Campus Drive, Oroville, CA 95965

COLLEGE AND CAREER ACCESS PATHWAYS
PARTNERSHIP AGREEMENT

This College and Career Access Pathways Partnership Agreement ("CCAP Agreement") is entered into by and between the Butte-Glenn Community College District on behalf of Butte Community College ("College") and the Durham Unified School District ("School District") pursuant to the enacted Assembly Bill 288 College and Career Access Pathways Act ("AB 288") and California Education Code section 76004.

WHEREAS, Education Code section 76004 enables the governing board of a community college district to enter into a College and Career Access Pathways ("CCAP") partnership with the governing board of a public school district that is governed by a CCAP partnership agreement approved by the governing boards of both districts (Education Code § 76004 (a) and (b)); and

WHEREAS, School District is a public school district serving grades 9-12 located in Butte County or Glenn County and within the regional service area of the College, unless otherwise specified and agreed to as specified in Education Code section 76004 (e); and

WHEREAS, College and School District desire to enter into this CCAP Agreement, consistent with the provisions of Education Code Section 76004, for the purpose of offering or expanding dual enrollment opportunities for high school students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness (Education Code, § 76004 (a)).

NOW THEREFORE, the College and School District agree as follows:

1. TERM OF AGREEMENT

1.1. The term of this CCAP Agreement shall be for THREE (3) years beginning on July 1, 2018, and ending on June 30, 2021, unless terminated earlier in accordance with this CCAP Agreement.

2. CCAP AGREEMENT APPENDIX

This CCAP Agreement outlines the terms of the CCAP partnership between the College and School District. The CCAP Agreement Appendix shall specify additional detail regarding, but not limited to:

2.1. The total number of high school students to be served;

2.2. The total number of full-time equivalent students projected to be claimed by the College for those students;

2.3. The scope, nature, time, location and listing of community college courses to be offered;

2.4. The criteria to assess the ability of pupils to benefit from those courses; (Ed. Code, § 76004 (c)(1)); and

2.5. A point of contact for the College and School District (Ed. Code, § 76004 (c)(2)).

2.6. Specify which participating district will be the employer of record for purposes of assignment monitoring and reporting to the county office of education (Ed. Code § 76004 (m)(2)).
3. **STUDENT ELIGIBILITY, ADMISSION, REGISTRATION AND ENROLLMENT**

3.1. Student Eligibility. Students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness. (Ed. Code, § 76004, subd. (a))

3.2. The School District and College understand and agree that successful College admission and registration requires that each high school student complete the College’s application for admission and Dual Enrollment Approval Form.

3.3. Admission, registration, and withdrawal procedures for students participating in this CCAP Agreement shall be governed by the College and shall be in compliance with College’s admissions, registration, and withdrawal guidelines set forth in applicable law and College policy. The College policy on open enrollment must be published in the College catalog, schedule of classes, and any addenda to the schedule of classes.

3.4. The College will provide the necessary admission, registration, and withdrawal forms and procedures, and will be responsible for processing student applications.

3.5. The School District agrees to assist College in the admission, registration, and withdrawal of School District students as may be necessary and requested by College.

3.6. The College and School District will jointly ensure that each applicant accepted has met all the enrollment requirements.

3.7. Enrollment in College courses offered as part of this CCAP Agreement shall be open to School District students who:

3.7.1. are high school students enrolled in the School District;

3.7.2. have been admitted to the College;

3.7.3. meet all applicable prerequisite requirements as established by the College and stated in the college catalog before enrolling in a course offered as part of this CCAP Agreement;

3.7.4. have a written parental consent to enroll in a course offered as part of this CCAP Agreement on the Dual Enrollment Approval Form. (Ed. Code, § 76004, subd. (c)(1))

3.8. Students seeking to enroll in College courses offered as part of this CCAP Agreement may enroll in up to a maximum of 11 units per term if the all of the following circumstances are satisfied:

3.8.1. The units constitute no more than four community college courses per term.

3.8.2. The units are part of an academic program that is part of this CCAP Agreement.

3.8.3. The units are part of an academic program that is designed to award students with both a high school diploma and an associate degree or certificate or a credential. (Ed. Code, § 76004, subd. (p)(1)(2)(3))
4. PARTICIPATING STUDENTS

4.1. Students enrolled in College courses offered as part of this CCAP Agreement will be directed to the official catalog of the College for information regarding applicable policies and procedures.

4.2. Grades earned by students enrolled in College courses offered as part of this CCAP Agreement will be posted on the official College transcript. Students may submit a request for Pass/No Pass if the course is designated as such in the College catalog.

4.3. Students enrolled in College courses offered as part of this CCAP Agreement will be eligible for student support services, which shall be available to them at the College and School District.

4.4. Students who withdraw from College courses offered as part of this CCAP Agreement will not receive College credit. Students must submit appropriate paperwork by College's published deadlines. Transcripts will be annotated according to College policy.

4.5. Students enrolled in College courses offered as part of this CCAP Agreement at the School District shall be held to the same standards of achievement, grading standards, methods of assessment (e.g., papers, portfolios, quizzes, labs, etc.), and behavioral standards (College’s Student Code of Conduct) as those expected of students in courses taught on the College campus.

5. PARTICIPATING STUDENT FEES

5.1. A high school student enrolled in College courses offered through this CCAP Agreement shall not be assessed or charged a fee prohibited by Education Code section 49011, including a fee charged to a pupil, or a pupil’s parent or guardian, as a condition for course registration or for textbooks, supplies, materials, and equipment needed to participate in the course. (Ed. Code, §§ 49010 et seq.; 76004 (f))

5.2. A high school student enrolled in College courses offered through this CCAP Agreement and that are properly classified as having “special part-time student” status as described by Education Code section 76004, subdivision (p), shall be exempt from the following community college fee requirements (Ed. Code, § 76004, subd. (q)):

5.2.1. Student Representation Fee. (Ed. Code, § 76060.5)

5.2.2. Nonresident Tuition Fee. (Ed. Code, § 76140)

5.2.3. Transcript Fees. (Ed. Code, § 76223)

5.2.4. Course Enrollment Fees. (Ed. Code, § 76300)

5.2.5. Apprenticeship Course Fees. (Ed. Code, § 76350)

5.2.6. Child Development Center Fees. (Ed. Code, § 79121)

5.2.7. Any other fees charged as a condition for course registration, pursuant to Education Code section 49011.

5.3. The total cost of books and instructional materials for School District students who enroll in a College course offered as part of this CCAP Agreement will be specified in the Appendix to this Agreement. Costs will be borne by School District.
6. CCAP AGREEMENT COURSES

6.1. Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All College courses offered as part of this CCAP Agreement have been approved in accordance with the policies and guidelines of the College and applicable law.

6.2. The scope, nature, time, location and listing of courses offered by the College as part of this CCAP Agreement shall be determined by the College and will be recorded in the CCAP Agreement Appendix. (Educ. Code, § 76004 (c)(1))

6.3. The courses offered as part of this CCAP Agreement must be held at facilities which are clearly identified as being open to the general public, and must be open to any person who has been admitted to the College and has met any applicable prerequisite, except that the College may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered as part of this CCAP Agreement. (Ed. Code § 76004 (o)(1))

6.4. The College is responsible for all courses and educational programs offered as part of this CCAP Agreement regardless of whether the course and educational program is offered on site at the School District or at the College. Procedures shall be put into place by the College to ensure instructors teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course.

6.5. Courses offered as part of this CCAP Agreement either at the College or School District shall be jointly reviewed and approved.

6.6. Courses offered as part of this CCAP Agreement shall not provide physical education course opportunities to high school pupils participating in this CCAP Agreement or any other course opportunities that do not assist in the attainment of at least one of the goals outlined in this CCAP Agreement. (Ed. Code, § 76004, subd. (d))

6.7. Courses offered as part of this CCAP Agreement at the School District shall:

   6.7.1. Be of the same quality and rigor as those offered on College campus and shall be in compliance with College academic standards.

   6.7.2. Be listed in the College catalog with the same department designations, course descriptions, numbers, titles, and credits, and shall identify if the credit is transferable.

   6.7.3. Adhere to the official course outline of record and the student learning outcomes established by the associated College academic department.

6.8. Courses offered as part of this CCAP Agreement shall comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to College as well as any corresponding policies, practices and requirements of the School District. In the event of a conflict between College course related regulations, policies, procedures, prerequisites and standards and School District policies, practices and requirements, the College regulations, policies procedures, prerequisites, and standards shall prevail. Standard FTES computation rules, support documentation, course section tabulations, and record retention requirements continue to apply.
6.9. Site visits and instruction audits by one or more representatives of the College shall be permitted by the School District to ensure that courses offered as part of this CCAP Agreement in the School District are the same as the courses offered on the College campus and in compliance with College academic standards.

6.10. College has the sole right to ensure compliance with course outline of record.

6.11. Prior to establishing a vocational or occupational training program (career technical education program), the governing board of the College shall conduct a job market study of the labor market area, and determine whether or not the results justify the proposed vocational education program. (Ed. Code § 78015) Degree and certificate programs require approval of the California Community Colleges Chancellor’s Office and courses that make up the programs must be part of the approved program, or the College must have received delegated authority to separately approves those courses locally.

7. INSTRUCTORS

7.1. All instructors teaching College courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in California Code of Regulations, Title 5, Sections 53410 and 58060 as amended. The College shall be responsible to ensure all Instructors teaching College courses offered as part of this CCAP Agreement meet the minimum qualifications for instruction in the discipline of the course in a California community college.

7.2. The College and School District may agree to select instructors from School District personnel to teach College courses offered as part of this CCAP Agreement. The School District shall provide and pay School District personnel selected to teach courses offered as part of this CCAP Agreement. School District personnel selected to be instructors remain employees of the School District, subject to the authority of the School District, but will also be subject to the authority of the College specifically with regard to their duties as instructors teaching College courses offered as a part of this CCAP Agreement.

7.3. Each instructor furnished by the School District to teach College courses offered as a part of this CCAP Agreement shall execute a separate written agreement with the College in the form of a CCAP Agreement Instructor Agreement as specified in Exhibit A to this CCAP Agreement. The CCAP Agreement Instructor Agreement shall require student attendance and FTES be reported by the instructor, and state that the College has the primary right to control and direct the instructional activities of the instructor. Instructors provided by the School District shall not be considered adjunct faculty for the College, and shall not be entitled to any of the benefits to which adjunct faculty are entitled. (Cal. Code Regs. tit. 5 § 58058(b))

7.4. The School District will be responsible for reporting pursuant to applicable federal teacher quality mandates for all instructors provided by the School District. (Ed. Code, § 76004, subd. (m)(2))

7.5. Instructors who teach College courses offered as part of this CCAP Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity. As a general rule, faculty must be physically present in the classroom or lab or within line-of-sight of the students. (Cal. Code Regs. tit. 5 §§ 58050, 58051, 58056, 58058)

7.6. Instructors who teach College courses offered as part of this CCAP Agreement shall be responsible for the evaluation of students enrolled in courses in accordance with College policies, guidelines, and pertinent statutes and regulations.
7.7. Instructors who teach College courses offered as part of this CCAP Agreement shall comply with the fingerprinting requirements set forth in Education Code section 45125 or as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code section 121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a School District site.

7.8. Prior to teaching College courses offered as part of this CCAP Agreement, instructors shall receive discipline-specific training and orientation from the College regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures, record keeping, and other instructional responsibilities, as is provided to College’s hourly on-campus instructors. Said training shall be approved by and provided by the College. The College shall provide materials to instructors as are provided to College’s hourly on-campus instructors, which may include instructor’s manuals, course outlines, curriculum materials, and other materials.

7.9. Instructors who teach College courses offered as part of this CCAP Agreement will participate in professional development activities sponsored by the College and shall be encouraged to participate in ongoing collegial interaction to include, but not limited to address course content, course delivery, assessment, evaluation, and/or research and development in the field.

7.10. Instructors who teach College courses offered as part of this CCAP Agreement will be evaluated by the College using the adopted performance evaluation process and standards for faculty of the College, subject to the approval of the College.

8. LIAISON COORDINATION OF RESPONSIBILITIES

8.1. The College shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between College and School District on matters related to this CCAP Agreement in conformity with College policies and standards. (Ed. Code, 76004, subd. (c)(2))

8.2. The School District shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as the point of contact to facilitate coordination and cooperation between College and School District on matters related to this CCAP Agreement in conformity with School District standards. (Ed. Code, 76004, subd. (c)(2))

8.3. The College will provide School District personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this CCAP Agreement, including conducting appropriate student assessments, outreach and recruitment activities, and compliance with the College policies, procedures and academic standards.

8.4. The School District will provide personnel to perform clerical services and services associated with student outreach and recruitment activities, student assessment and college applications, the enrollment of eligible students, and other related services as deemed necessary. The School District’s personnel will perform services as part of their regular assignment. School District personnel performing these services will be employees of School District, subject to the authority of School District.

8.5. The College shall ensure that student support services, including counseling and guidance, assistance with assessment and placement and tutoring are available to participating students at the College.
8.6. The School District shall ensure that student support services, including counseling and guidance, assistance with assessment and placement and tutoring are available to participating students at the School District.

9. STATE APPORTIONMENT

9.1. The College shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionment when the course(s) complies with current requirements for dual enrollment under applicable California law.

9.2. For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. (Ed. Code, § 76004, subd. (o)(2))

9.3. The College shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. (Ed. Code, § 76004, subd. (r))

9.4. The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to this CCAP Agreement is authorized attendance for which the College shall be credited or reimbursed pursuant to Education Codes sections 48802 or 76002, provided that School District has not received reimbursement for the same instructional activity. (Ed. Code, § 76004, subd. (s))

9.5. The School District agrees and acknowledges that College will claim apportionment for the School District students enrolled in community college course(s) under this CCAP Agreement.

9.6. The College shall demonstrate, and maintain documentation, that instruction claimed for apportionment pursuant to this CCAP Agreement is under the immediate supervision and control of an employee of the College who has met the minimum qualifications for instruction in the discipline of the course in a California community college. (Cal. Code Regs. tit. 5 §§ 58050, 58051, 58056, 58058)

10. CCAP AGREEMENT CERTIFICATIONS

10.1. This CCAP Agreement certifies:

10.1.1. That any community college instructor teaching a course on a high school campus has not been convicted of any sex offense as defined in Education Code section 87010, or any controlled substance offense as defined in Education Code section 87011. (Ed. Code, § 76004, subd. (h))

10.1.2. That any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus. (Ed. Code, § 76004, subd. (i))

10.1.3. That a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus. (Ed. Code, § 76004, subd. (j))
10.1.4. That any remedial course taught by community college faculty (which includes a qualified high school teacher teaching a college course as an "employee" of the community college district pursuant to California Code of Regulations, title 5, section 58058, subdivision (b)) at a partnering high school campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both based on an interim assessment in grade 10 or 11, as determined by the partnering school district, and that the delivery of these remedial courses shall involve a collaborative effort between high school and community college faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon high school graduation. (Ed. Code, § 76004, subd. (n))

10.1.5. That both the school district and the community college district partners comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching an CCAP Agreement course offered for high school credit. (Ed. Code, § 76004, subd. (l))

10.2. The College certifies that:

10.2.1. That a community college course offered for college credit at the partnering high school campus does not reduce access to the same course offered at the partnering community college campus. (Ed. Code, § 76004, subd. (k)(1))

10.2.2. That a community college course that is oversubscribed or has a waiting list shall not be offered in this CCAP Agreement. (Ed. Code, § 76004, subd. (k)(2))

10.2.3. That participation in this CCAP Agreement is consistent with the core mission of the community colleges pursuant to Ed Code § 66010.4, and that pupils participating in this CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college. (Ed. Code, § 76004, subd. (k)(3))

10.2.4. The College certifies that it will not receive full compensation for the direct education costs of the course(s) offered under this CCAP Agreement from any public or private agency, individual or group. (Ed. Code, § 84752; Cal. Code of Regs., tit. 5, § 58051.5)

10.3. The School District certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through other sources. (Ed. Code, § 84752; Cal. Code Regs. tit. 5 § 58051.5)

11. RECORDS

11.1. Permanent records of student attendance, grades and achievement will be maintained by School District for School District students who enroll in a course(s) offered as part of this CCAP Agreement.

11.2. Permanent records of student enrollment, grades and achievement for College students shall be maintained by College.

11.3. Records will be open for review at all times by College officials and submitted on a schedule developed by the College. (Cal. Code Regs., tit. 5, §§ 55021, 55040, 58030)
11.4. Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party’s pertinent records subject to federal and state privacy statutes.

12. REIMBURSEMENT

12.1. The financial arrangements implied in this CCAP Agreement will be further detailed in the CCAP Agreement Appendix.

13. FACILITIES

13.1. The School District will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction of courses offered as part of this CCAP Agreement and do so without charge to College or students. School District agrees to clean, maintain, and safeguard School District’s premises. School District warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.

13.2. The School District will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all School District students. The parties understand that such equipment and materials are School District’s sole property. The instructor shall determine the type, make and model of all equipment, books and materials to be used during each course offered as part of this CCAP Agreement.

13.3 The College facilities may be used subject to mutual agreement by the parties as expressed in the CCAP Agreement Appendix.

14. REPORTING TO THE STATE CHANCELLOR’S OFFICE

14.1. The College, in conjunction with the School District, shall report annually to the State Chancellor’s Office all of the following information. (Ed. Code, § 76004, subd. (t))

14.1.1. The total number of high school pupils by school site enrolled in each CCAP partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.

14.1.2. The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants.

14.1.3. The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants.

14.1.4. The total number of full-time equivalent students generated by CCAP partnership community college district participants.

14.2. The School District and College shall work cooperatively for timely submission of said annual reports in accordance with any and all deadlines prescribed by the State Chancellor’s Office.

15. CCAP AGREEMENT APPROVAL REQUIREMENTS

15.1. The College and School District shall ensure that the governing board of each district, at an open public meeting of that board, present this CCAP Agreement or any Appendix as an information item. The College and School District shall ensure that the governing board of each district, at a subsequent open public meeting of that board, shall take comments from the public and approve or disapprove this CCAP Agreement or any Appendix. (Ed. Code, § 76004, subd. (b))
15.2. Upon approval of this CCAP Agreement or any Appendix by the governing boards of both the College and School District, the College will provide a copy of this CCAP Agreement or any Appendix to the Chancellor’s Office of the California Community Colleges prior to the start of the CCAP partnership. (Ed. Code, § 76004, subd. (c)(3))

16. PRIVACY OF STUDENT RECORDS

16.1. College and School District understand and agree that education records of students enrolled in a College course offered as part of this CCAP Agreement and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076. College and School District agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further agrees not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian’s prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076)

16.2. Limitation on Use. College and School District shall use each student education record that it may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with its authority to access that information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, and Education Code § 49076)

16.3. Recordkeeping Requirements. College and School District shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.

16.4. Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this CCAP Agreement, College and School District hereby acknowledges that it has been provided with the notice required under 34 C.F.R.§ 99.33(d) that it is strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian’s prior written consent.

17. INDEMNIFICATION

17.1. School District shall defend, indemnify and hold College, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this CCAP Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of School District, its officers, employees or agents.

17.2. College shall defend, indemnify and hold School District, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this CCAP Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of College, its officers, employees or agents.

18. INSURANCE

18.1. The School District shall secure and maintain in force during the entire term of this CCAP Agreement the following insurance coverage or an approved program of self-insurance with an
admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority authorized to provide public liability and property damage insurance in the State of California.

18.1.1. **General Liability** insurance with a limit of not less than $1,000,000 per occurrence, for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage, including but not limited to, the liability assumed under the indemnification provisions of this agreement.

The General Liability insurance coverage, shall be *endorsed* to name the Butte-Glenn Community College District, its officers, employees, and agents as additional insureds for the purpose of this CCAP Agreement.

18.1.2. **Automobile Liability** insurance, “any auto” with a limit of not less than $1,000,000 combined single limit per accident for bodily injury and property damage.

The Automobile Liability insurance coverage, shall be *endorsed* to name the Butte-Glenn Community College District, its officers, employees, and agents as additional insureds for the purpose of this CCAP Agreement.

18.1.3. **Workers’ Compensation** insurance with limits statutorily required by the State of California, and **Employer’s Liability** insurance with limits of not less $1,000,000 per accident for bodily injury or disease.

18.2. School District shall furnish the College with original certificates of insurance and endorsements evidencing the coverages, conditions, and limits required by this CCAP Agreement.

18.3. For the purpose of Workers’ Compensation, School District shall be the “primary employer” for all its personnel who perform services as instructors and support staff. School District shall be solely responsible for processing, investigating, defending, and paying all workers’ compensation claims by their respective School District personnel made in connection with performing services and receiving instruction under this CCAP Agreement. School District agrees to hold harmless, indemnify, and defend College, its officers, employees and agents from any liability resulting from its failure to process, investigate, defend, or pay any workers’ compensation claims by School District personnel connected with providing services under this CCAP Agreement. School District is not responsible for non-School District personnel who may serve as instructors.

19. NON-DISCRIMINATION

19.1. Neither the School District nor the College shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

20. TERMINATION

20.1. Either party may terminate this CCAP Agreement by giving written notice specifying the effective date of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester.

21. FUNDS UNAVAILABLE

21.1. This CCAP Agreement may be terminated immediately by either party if funds become unavailable for the support of the CCAP Agreement. In the event termination is pursuant to this
paragraph, a notice specifying the reason for termination shall be sent as soon as possible after
the termination.

22. NOTICES

22.1. Any and all notices under this CCAP Agreement shall be deemed given when personally delivered
or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

BUTTE-GLENN COMMUNITY COLLEGE DISTRICT
3536 Butte Campus Drive
Oroville, CA 95965
ATTN: Vice President for Administration

DURHAM UNIFIED SCHOOL DISTRICT
9420 Putney Dr.
Durham, CA 95938
ATTN: Superintendent

23. ENTIRETY OF AGREEMENT

23.1. This CCAP Agreement sets forth the entire agreement and understanding between the parties
relating to the subject matter of this CCAP Agreement, and supersedes all prior written or oral
representations and agreements with respect to the subject matter herein.

24. AMENDMENTS

24.1. This CCAP Agreement may be modified only by written amendments duly executed by the
College and the School District.

25. APPLICABLE LAW AND VENUE

25.1. This CCAP Agreement shall be construed in accordance with and governed by the laws of the
State of California.

26. COMMUNITY COLLEGE DISTRICT BOUNDARIES

26.1. For locations outside the geographical boundaries of Butte-Glenn Community College District,
College will comply with the requirements of California Code of Regulations, title 5, sections
55300 et seq., or as amended, concerning approval by adjoining high school or community
college districts and use of non-district facilities.

27. SEVERABILITY

27.1. If any term, provision, covenant, or condition of this CCAP Agreement is held by a court of
competent jurisdiction to be invalid, void or unenforceable, the remainder of the CCAP
Agreement shall remain in full force and effect and in no way shall be affected, impaired, or
invalidated.

28. TERMS AND CONDITIONS

28.1. The parties to this CCAP Agreement acknowledge that they have read and understood this CCAP
Agreement completely, and will fully comply with all terms and conditions of this CCAP
Agreement set forth herein.
29. COUNTERPARTS

29.1. This CCAP Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties to this CCAP Agreement have executed this CCAP Agreement by their duly authorized representatives on the dates of their signatures.

**BUTTE-GLENN COMMUNITY COLLEGE DISTRICT**

By:  
(Signature of person authorized to execute Agreement on behalf of College.)

Name: ____________________________
Title: ____________________________
Date: ____________________________

**DURHAM UNIFIED SCHOOL DISTRICT**

By:  
(Signature of person authorized to execute Agreement on behalf of School District.)

Name: ____________________________
Title: ____________________________
Date: ____________________________

List of Attachments
CCAP Agreement Appendix
Exhibit A – College and Career Access Pathways Agreement Instructor Agreement

---

**TO BE COMPLETED BY DISTRICT ONLY**

The person preparing this contract must complete this section and obtain appropriate initials before contract will be approved.

<table>
<thead>
<tr>
<th>Initiating Department:</th>
<th>VPI</th>
<th>Preparer’s Name &amp; ID:</th>
<th>TANNA NEILSEN 3180821</th>
<th>Phone:</th>
<th>6108</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name:</td>
<td>DURHAM UNIFIED SCHOOL DISTRICT</td>
<td>Vendor ID:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PO Description (Max. 25 characters):</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Budget Code:</td>
<td>12.205.110.1.601010.55100</td>
<td>PO Amount:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract Monitor Name (Person Who Approves Invoices):</td>
<td>TANNA NEILSEN</td>
<td>Phone:</td>
<td>EXT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept. Dean/Director Initials:</td>
<td></td>
<td>Dept. Vice President Initials:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Business Contracts Approval:</td>
<td></td>
<td>Purchase Order Number:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
WHEREAS, the College and Career Access Pathways Partnership Agreement ("CCAP Agreement") is between Butte-Glenn Community College District ("College") and Durham Unified School District ("School District"); and

WHEREAS, the College and the School District agree to record College and School District specific components of the CCAP Agreement using the CCAP Agreement Appendix to specify additional detail regarding, but not limited to: the total number of high school students to be served; the total number of full-time equivalent students projected to be claimed by the College for those students; the scope, nature, time, location and listing of community college courses to be offered; and the criteria to assess the ability of pupils to benefit from those courses. (Ed. Code, § 76004, subd. (c)(1))

NOW THEREFORE, the College and School District agree as follows:

1. **CCAP AGREEMENT**
   1.1. The College and School District entered into this CCAP Agreement on **July 1, 2018**, pursuant to action of the governing boards of the College and School District.

   1.1.1. **COLLEGE BOARD MEETINGS**

   | Information Board Meeting Date: |  
   | Public Comment and Approval Board Meeting Dates: |  

   1.1.2. **SCHOOL DISTRICT BOARD MEETINGS**

   | Information Board Meeting Date: |  
   | Public Comment and Approval Board Meeting Dates: |  

2. **POINTS OF CONTACT**

2.1. College and School District points of contact for this CCAP Agreement: (Ed. Code, § 76004 (c)(2))

   **COLLEGE**

   | Name: | Tanna Neilsen | Title: | Administrative Secretary |
   | Telephone: | (530)879-6108 | Email: | neilsenta@butte.edu |

   **SCHOOL DISTRICT**

   | Name: | Tina Blenn | Title: | District Secretary |
   | Telephone: | (530)895-4675 x227 | Email: | tblenn@durhamunified.org |

3. **STUDENT SELECTION**

3.1. College and School District shall adhere to the terms outlined in Section 3, Student Eligibility, Admission, Registration and Enrollment of the CCAP Agreement to select eligible students.
4. **CCAP AGREEMENT EDUCATION PROGRAM(S) AND COURSE(S).** The College has identified the following: program year; educational program(s) and course(s) to be offered at the said date, time and location; term; number of sections; the total number of students to be served and projected FTES; and the instructor and employer of record.

<table>
<thead>
<tr>
<th>PROGRAM YEAR:</th>
<th>2018-19</th>
<th>EDUCATIONAL PROGRAM:</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCHOOL DISTRICT:</td>
<td>Durham Unified School District</td>
<td>HIGH SCHOOL: Durham High School</td>
</tr>
</tbody>
</table>

**TOTAL NUMBER OF STUDENTS TO BE SERVED: 84**

**TOTAL PROJECTED FTES: 8**

<table>
<thead>
<tr>
<th>COURSE NAME</th>
<th>COURSE NUMBER</th>
<th>TERM</th>
<th># OF SECTIONS</th>
<th>TIME</th>
<th>DAYS/HOURS</th>
<th>INSTRUCTOR</th>
<th>EMPLOYER OF RECORD</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Career, Education &amp; Life Choices</td>
<td>D6094</td>
<td>FA2018</td>
<td>1</td>
<td>8:40-9:35</td>
<td>M-W-F</td>
<td>J. Atkins</td>
<td>☐ CC</td>
<td>☒ HS</td>
</tr>
<tr>
<td>Career, Education &amp; Life Choices</td>
<td>D6093</td>
<td>FA2018</td>
<td>1</td>
<td>9:50-10:40</td>
<td>M-W-F</td>
<td>J. Atkins</td>
<td>☒ CC</td>
<td>☒ HS</td>
</tr>
<tr>
<td>Career, Education &amp; Life Choices</td>
<td>D6092</td>
<td>FA2018</td>
<td>1</td>
<td>11:40-12:35</td>
<td>M-W-F</td>
<td>J. Atkins</td>
<td>☒ CC</td>
<td>☒ HS</td>
</tr>
</tbody>
</table>

**Required:** Attach the course description for each course listed above. Each course description should include information regarding the nature and scope of the course.

**Required:** Describe the criteria used to assess the ability of pupils to benefit from the courses(s) offered: (Ed. Code, § 76004 (c)(1))

![Course descriptions]

5. **BOOKS AND INSTRUCTIONAL MATERIALS.** The total cost of books and instructional materials for School District students participating as part of this CCAP agreement will be borne by School District.

<table>
<thead>
<tr>
<th>COURSE NAME</th>
<th>TEXT</th>
<th>COST</th>
<th>OTHER INSTRUCTIONAL MATERIALS</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. **REIMBURSEMENT.**

6.1. Use of School District Instructor. For those courses in which a School District instructor is responsible for the instructional services for a course offered as part of this CCAP Agreement, the College will reimburse the School District $400.00 per completed section.

6.2. Invoicing Procedures. Within 30 days after the end of each academic term, the School District shall provide an invoice to the College for reimbursement implied in this CCAP Agreement Appendix. The invoice must specify the course name, course number, term, instructor and the number of students served.
7. FACILITIES USE.

7.1. College and School District shall adhere to the terms outlined in Section 13, Facilities, of this CCAP Agreement.

7.2. School District as part of Section 13.1 of this CCAP Agreement, shall extend access and use of the following School District facilities:

<table>
<thead>
<tr>
<th>BUILDING</th>
<th>CLASSROOM</th>
<th>DAYS</th>
<th>HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td>DHS</td>
<td>108</td>
<td>M-W-F</td>
<td>8:40-9:35</td>
</tr>
<tr>
<td>DHS</td>
<td>108</td>
<td>M-W-F</td>
<td>9:50-10:40</td>
</tr>
<tr>
<td>DHS</td>
<td>108</td>
<td>M-W-F</td>
<td>11:40-12:35</td>
</tr>
</tbody>
</table>

8. APPENDIX APPROVAL

8.1. The College and School District shall ensure that the governing board of each district, at an open public meeting of that board, present this Appendix as an information item. The College and School District shall ensure that the governing board of each district, at a subsequent open public meeting of that board, shall take comments from the public and approve or disapprove this Appendix. (Ed. Code, § 76004, subd. (b))

8.2. Upon approval of this Appendix by the governing boards of both the College and School District, the College will provide a copy of this Appendix to the Chancellor's Office of the California Community Colleges prior to the start of the course. (Ed. Code, § 76004, subd. (c)(3))

[SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, the parties to the CCAP Agreement have executed this CCAP Agreement Appendix by their duly authorized representatives on the dates of their signatures.

BUTTE-GLENN COMMUNITY COLLEGE DISTRICT

By:
(Signature of person authorized to execute Appendix on behalf of College.)

Name:

Title:

Date:

DURHAM UNIFIED SCHOOL DISTRICT

By:
(Signature of person authorized to execute Appendix on behalf of School District.)

Name:

Title:

Date:

TO BE COMPLETED BY COLLEGE ONLY

The person preparing this contract must complete this section and obtain appropriate initials before contract will be approved.

<table>
<thead>
<tr>
<th>Initiating Department:</th>
<th>VPI</th>
<th>Preparer’s Name &amp; ID:</th>
<th>TANNA NEILSEN 3180821</th>
<th>Phone:</th>
<th>6108</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name:</td>
<td>DURHAM UNIFIED SCHOOL DISTRICT</td>
<td>Vendor ID:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PO Description (Max. 25 characters):</td>
<td>DUAL ENROLLMENT CCAP PARTNERSHIP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Budget Code:</td>
<td>12.205.110.1.601010.55100</td>
<td>PO Amount:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract Monitor Name (Person Who Approves Invoices):</td>
<td>TANNA NEILSEN</td>
<td>Phone:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept. Dean/Director Initials:</td>
<td></td>
<td>Dept. Vice President Initials:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Business Contracts Approval: | Purchase Order Number:
BUTTE COLLEGE
COURSE OUTLINE

I. CATALOG DESCRIPTION
CLP 101 - Career, Education and Life Choices 3 Unit(s)
Prerequisite(s): NONE
Recommended Prep: Reading Level II; English Level II
Transfer Status: NT
51 hours Lecture

This is an introductory personal development course where students learn the skills for goal setting, budget projection, career and educational research, decision-making, and personal management. The course culminates in a 10-year action plan to fulfill educational and career goals.

II. OBJECTIVES
Upon successful completion of this course, the student will be able to:
A. Identify interests, lifestyle preferences and aptitudes that influence career, education and life choices.
B. Conduct preliminary career research using online and in-person resources such as the Occupational Outlook Handbook and informational interviews.
C. Use a basic problem-solving techniques to overcome obstacles and refine personal goals.
D. Create plans and use self-directed strategies for career changes and lifelong learning.
E. Develop and maintain a 10-year action plan that includes appropriate experiences, skills, training and education required to attain stated career goal.

III. COURSE CONTENT
A. Unit Titles/Suggested Time Schedule

<table>
<thead>
<tr>
<th>Lecture</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Topics</td>
<td></td>
</tr>
<tr>
<td>1. Envisioning your future</td>
<td>2.00</td>
</tr>
<tr>
<td>2. Setting goals and creating plans</td>
<td>4.00</td>
</tr>
<tr>
<td>3. Career research</td>
<td>6.00</td>
</tr>
<tr>
<td>4. Budgeting for your envisioned lifestyle</td>
<td>5.00</td>
</tr>
<tr>
<td>5. Rubrics for making informed education, career, and life choices</td>
<td>4.00</td>
</tr>
<tr>
<td>6. Transitioning through post-secondary education into the workforce</td>
<td>4.00</td>
</tr>
<tr>
<td>7. Long-range plans for educational and training opportunities</td>
<td>8.00</td>
</tr>
<tr>
<td>8. Strategies for making career and life changes</td>
<td>3.00</td>
</tr>
<tr>
<td>9. Self-mastery skills and resiliency strategies</td>
<td>4.00</td>
</tr>
<tr>
<td>10. Connecting your education and career decisions with the planning process</td>
<td>4.00</td>
</tr>
<tr>
<td>11. Designing and maintaining your 10-year plan</td>
<td>7.00</td>
</tr>
<tr>
<td>Total Hours</td>
<td>51.00</td>
</tr>
</tbody>
</table>

IV. METHODS OF INSTRUCTION
A. Lecture
B. Group Discussions
C. Guest Speakers
D. Class Activities
E. Homework: Students are required to complete two hours of outside-of-class homework for each hour of lecture
F. Multimedia Presentations

V. METHODS OF EVALUATION
A. Portfolios
B. Projects
C. Homework
D. Class participation
E. Written Assignments
F. Final Project

VI. EXAMPLES OF ASSIGNMENTS
A. Reading Assignments
   1. Read the section in your text on the six E’s of excellence, and prepare to share in class a person you know that embodies these traits.
   2. Read the chapter in your text on the traits of those who succeed, and prepare to present in class the characteristics of people you would like to hire if you were the manager of a company.
B. Writing Assignments
   1. Complete a one-page personal profile articulating your passions, work values, strengths, skills, aptitudes, and desired roles.
   2. Write a budget for the envisioned lifestyle using the template provided by your instructor.
C. Out-of-Class Assignments
   1. Complete an online inventory that details the skills you have and the skills you need to learn for your chosen career path. Submit a one-page summary of your findings.
   2. Using your skills inventory chart, develop an education plan for your career path. Prepare to share your plan during a small-group discussion in class.

VII. RECOMMENDED MATERIALS OF INSTRUCTION
Textbooks:

Materials Other Than Textbooks:
A. Online inventories that measure interests, personality, values, skills, learning styles, and lifestyle
   Instructor may decide to assign additional self-measurement tools outside of the course
text/materials, as needed.

Created/Revised by: Brian Donnelly
Date: 10/31/2016
This College and Career Access Pathways ("CCAP") Instructor Agreement ("CCAP Instructor Agreement") is made and entered into this ______ [DAY] of ________ [MONTH/YEAR], by the Butte-Glenn Community College District ("College") and [INSERT CCAP INSTRUCTOR NAME] ("CCAP Instructor") an employee of the Durham Unified School District ("School District") who is being assigned to the College on a part-time basis pursuant to Title 5, California Code of Regulations, Sections 58058 (b), and shall be an at-will and uncompensated temporary academic employee of the College on a limited basis during this part-time assignment pursuant to this Agreement.

**RECATALS**

WHEREAS, the College needs supervisory and instructional services with regard to instruction for classes offered by the College in cooperation with the School District, subject to the terms and conditions set forth in the separate College and Career Access Pathways ("CCAP") Partnership Agreement ("CCAP Agreement") between the College and the School District; and

WHEREAS, the School District has the experience, training, equipment and other resources, and qualified staff necessary to provide supervisory and instructional services in the area of [INSERT DESCRIPTION OF TRAINING PROGRAM] to School District students. Such training will be structured and designed with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness; and,

WHEREAS, the authority for this CCAP Instructor Agreement includes Title 5, California Code of Regulations, Section 58058 (b) and Education Code section 76004.

NOW, THEREFORE, the parties to this CCAP Instructor Agreement hereby agree as follows:

1. The CCAP Instructor is an employee of School District but will be assigned to College as an at-will, uncompensated temporary academic employee of the College for the purposes of providing supervisory and instructional services as authorized by the separate CCAP Agreement, for the courses specifically described in the appendix to the CCAP Agreement, attached and incorporated hereina as Attachment 1, which may be updated from time to time by the School District and College.

2. At all times during which the CCAP Instructor is providing supervisory and instructional services on behalf of the College, the College shall have the right to control and direct the instructional activities of the CCAP Instructor.

3. The College shall be responsible for providing the CCAP Instructor with an orientation, instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any other materials and services it would provide to its hourly on-campus instructors.

4. The CCAP Instructor is responsible for the following.

   4.1. Meeting the "Minimum Qualifications" identified by the College, in compliance with Title 5, California Code of Regulations, Section 53410. Said minimum qualifications are attached hereto as Attachment 2.

   4.2. Complying with the fingerprinting requirements set forth in Education Code Section 45125 or as amended and the tuberculosis testing and risk assessment requirements of the California Health and Safety Code Section 121525 or as amendment.
4.3. Attending discipline-specific training and orientation provided by College regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures, record keeping, and other instructional responsibilities.

4.4. Participating in professional development activities sponsored by the College and in ongoing collegial interaction to include, but not limited to address course content, course delivery, assessment, evaluation and/or research and development in the field.

4.5. Being familiar with and comply with all relevant College policies, rules and regulations, including but not limited, to those related to student safety, grading, attendance, sexual harassment and discrimination.

4.6. Complying with the supervision and control requirements outlined in Title 5, California Code of Regulations, Sections 58055 and 58056, which include but are not limited to the following.

4.7. Being in sufficient physical proximity and range of communication to provide line-of-sight instructional supervision and control of students.

4.8. Providing the supervision and control necessary for the protection of the health and safety of students.

4.9. Ensuring that he/she does not have any other assigned duty during the hours of supervisory and instructional services provided pursuant to this CCAP Instructor Agreement.

4.10. Ensuring that instructional services he/she provides adhere to the official course outlines of record and the student learning outcomes established by the College.

4.11. Ensuring and reporting accurate and current daily student attendance records.

4.12. Ensuring and reporting the accurate calculation of final student grades and the prompt submission of them to the College.

5. The term of this CCAP Instructor Agreement shall be for the period of [DATE through DATE].

6. For purposes of indemnification and defense of any claims, actions or lawsuits, pursuant to Section 17 of the CCAP Agreement, the CCAP Instructor shall be considered an employee of the College only during those times when he/she is actually performing supervisory and instructional services on behalf of the College, except that any worker’s compensation claims filed by the CCAP Instructor shall be filed with the School District pursuant to CCAP Agreement Section 18.1.3.

7. The College may terminate this CCAP Instructor Agreement at any time, in the College’s sole and exclusive discretion, upon written notice to the CCAP Instructor.

8. The CCAP Instructor may terminate this CCAP Instructor Agreement, in the CCAP Instructor’s sole and exclusive discretion, by providing the College with thirty (30) days’ prior written notice.

[SIGNATURE PAGE Follows]
IN WITNESS WHEREOF, the parties enter into this Career and College Access Pathway Instructor Agreement as of the date executed by the College.

BUTTE-GLENN COMMUNITY COLLEGE DISTRICT

By: _____________________________  
(Signature of person authorized to execute agreement.)

Name: Andrew B. Suleski  
Title: Vice President for Administration  
Date: _____________________________

CCAP INSTRUCTOR

By: _____________________________  
(Signature of person authorized to execute agreement.)

Name: _____________________________  
Title: _____________________________  
Date: _____________________________

TO BE COMPLETED BY COLLEGE ONLY

Approved by Human Resources

By: _____________________________  
Name: _____________________________  
Title: _____________________________  
Date: _____________________________

Approved by Dean of Instruction

By: _____________________________  
Name: _____________________________  
Title: _____________________________  
Date: _____________________________
CCAP Instructor shall meet the Minimum Qualifications listed herein:

[INSERT MINIMUM QUALIFICATIONS]
Welcome to Durham Intermediate School!

On behalf of the Durham Intermediate School faculty, I welcome your student and their family to Durham Intermediate School (DIS). This is my second year as the DIS principal, and I am very excited for the 2018-19 school year. DIS is an excellent school, which provides many academic, social-emotional, athletic and extracurricular activities for students in grades 6th-8th.

The purpose of this handbook is to give the reader a better understanding of the expectations, policies, and procedures that are essential to the successful operation of our school.

Our goal is to provide you with information that will enable your student to have a successful career at Durham Intermediate School. Please take the time to review this handbook, in depth, and sign the final page indicating that both the student and parent/guardian have done so.

**Students that return that form to their homeroom teacher by 9:35 on Friday, August 17th will receive an Achievement Award for a personal pizza at Round Table!**

It is important that we work as a team to create a safe, caring, and supportive environment that allows all students to work to their potential. These transitional years have great impact on a student’s academic career and to their development as responsible, caring members of our school community and society.

The Durham Unified School District and DIS is unique for its culture, parent involvement and excellent student behavior-manners and high academic achievement. We have a veteran staff with dedicated, competent, hardworking and creative teachers. Our certificated teaching staff goes the extra mile for our students. They dedicate their time before school, at lunch and after hours to support our students in being successful as we prepare them for high school.

Our campus climate can be defined as: safe, caring, supportive and fun. Students enjoy going to school at DIS. We offer many programs, field trips, extracurricular activities and clubs. When visiting campus you’ll see happy adolescent students excited to learn, making it to class on time, supporting their classmates, excelling on the athletic field and striving for excellence in the classroom.

In all, we have an excellent school which has a very positive school climate that promotes the best in our staff and students. We believe in offering a rigorous curriculum supporting the California Common Core State Standards. We challenge our students to succeed to their fullest ability; whether it be in achieving high grades and test scores, excelling on the athletic field/court, performing their best in the arts/music or being a positive role model on campus.

I encourage you to come visit our school. Our office staff and I are happy to speak to you or give you a tour of our campus. Stop by our school, or contact us at 895-4690. You can also email me at jbramson@durhamunified.org for more information.

Best wishes for a safe, fun, educational and very productive school year!

Sincerely,

Jason Bramson, Principal
Durham Intermediate School
ATTENDANCE POLICY

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

EXCUSED ABSENCES

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

TARDIES

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

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

-See more information regarding detentions on Pgs. 4-5.

CLEARING ABSENCES

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

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

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

P.E. EXCUSES

If for any reason a student cannot take part in full physical education activities, a note must be brought from parents or guardian and must state the reason, duration, date of doctor’s release, and degree of limitation of activity. Students still are required to dress out if they have an excuse. Notes for P.E. excuses must be brought to the P.E. teacher. Written confirmation from a physician is required for an excuse longer than three days.

If a student does not dress down and participate in P.E. due to illness or injury, the student may not participate in school related games or practice, on that same day.
The rules you are about to read in the code of conduct supplement and are in addition to our broad, discretionary authority to maintain safety, order, and discipline inside the school zone. These rules support, but do not limit, our authority.

STANDARDS OF STUDENT BEHAVIOR

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

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

EDUCATION CODE, SECTION 48900:

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

(a)(1) Caused, attempted to cause, or threatened to cause physical injury to another person.
(a)(2) Willfully used force or violence upon the person of another, except in self-defense.
(b) Possessed, sold or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any such object, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.
(c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.
(d) Unlawfully offered, arranged, or negotiated to sell any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and then either sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.
(e) Committed or attempted to commit robbery or extortion.
(f) Caused or attempted to cause damage to school property or private property.
(g) Stole or attempted to steal school property or private property.
(h) Possessed or used tobacco, or any products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, sniff, chew packets, and betel.

However, this section does not prohibit use or possession by a pupil of his or her own prescription products.
(i) Committed an obscene act or engaged in habitual proflanity or vulgarity.
(j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.
(k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.
(l) Knowingly received stolen school property or private property.
(m) Possessed an imitation firearm. As used in this section, means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
(n) Committed or attempted to commit a sexual assault as defined in Section 261,266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.
(o) Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.
(p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
(q) Engaged in, or attempted to engage in, hazing as defined in Section 32050.

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

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

1. While on school grounds.
2. While going to or coming from school.
3. During the lunch period whether on or off the campus.
4. During, or while going to or coming from, a school sponsored activity.

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

Follow rules and laws. Respect authority, property, and the rights of others. Maintain standards of integrity and responsibility. Students who violate school rules are subject to disciplinary action.

GENERAL SCHOOL EXPECTATIONS OF BEHAVIOR

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

BULLYING

DUSD Definition of Bullying:

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

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

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

CITIZENSHIP GRADES

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

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

DRESS GUIDELINES

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

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

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

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

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

LOSS OF PRIVILEGES

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

The academic requirements for a student to participate in the promotion ceremony are as follows. An earned grade point average (GPA) of 2.0 or greater is required.

This GPA is calculated on a 4 point scale and will include cumulative grades from the eighth grade year. In other words, a student must earn a 2.0 average for all four quarters combined. Grade points are determined as follows: A=4 points, B=3 points, C=2 points, D=1 point, F=0

STUDENT STUDY TEAM

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

SCHOOL DISCIPLINE & CONSEQUENCES

Detention

Students may be assigned detention before school, at break, during lunch or after school for violating school rules. Any school staff member may assign a detention. Students will receive a disciplinary referral/detention slip with the reasons for the detention as well as the length and time/location the detention needs to be served. In most circumstances, students will be issued lunch detention. Students will have the opportunity to eat lunch, and then may be assigned campus beautification for the remainder of the lunch break.

Each disciplinary referral issued will result in 2 lunch period detentions. However, if students return the disciplinary referral (with a parent/guardian signature), on the next school day they are in attendance (before 9:45 to the office), the detention will be reduced to only one lunch period.

Detention (Progressive Matrix)

1st Detention- (campus beatification) Detention slip sent home (Parent Signature Requested)

2nd Detention- (campus beatification) Detention slip sent home (Parent Signature Requested) Detention time doubled (up to 4 sessions)-Parent phone call by teacher

3rd Detention- (campus beatification) Detention slip sent home (Parent Signature Requested) Detention time doubled (up to 4 sessions) - Parent phone call by principal
4th Detention- (campus beatification) Detention slip sent home (Parent Signature Requested) Detention time doubled (up to 4 sessions) - Parent conference with principal, Loss of school privilege (dance, athletic game, etc.)

5th Detention- (campus beatification) Detention slip sent home (Parent Signature Requested) Detention time doubled (up to 4 sessions) - Parent conference with principal, Student placed on the “Hold List” and loss of all extra-curricular privileges for a period of time determined by the principal.

In-School Suspension

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

Suspension

The student is informed that he/she is subject to a suspension (up to five days). The student’s parent or guardian is notified by telephone or in person that the student is subject to suspension from school.

Expulsion

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

Note: A student may be suspended, expelled, or referred to the appropriate law enforcement agency for any suspend-able or expellable incident which relates to school activity or to school attendance occurring within a school in the Durham Unified School District. The incident may occur at any time including, but not limited to, the following:

- While on school grounds.
- While going to or coming from school.
- During the break or lunch period.
- Off school grounds, including weekends and vacations, when the activity is school related.

PHYSICAL EDUCATION DRESS GUIDELINES

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

ATHLETICS & ELIGIBILITY

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

To be eligible and participate in athletics, students must:

- Complete the Acknowledgment & Assumption of Potential Risk form.
- The student athlete must be in good behavioral standing and not currently be on the “Hold List.”
- The student-athlete shall attend a minimum of three entire class periods on the day of the tryout/practice/game. Students are exempt from this rule with proof of a doctor’s note excuses the absence.

• Student athletes shall change clothes and participate fully in their physical education class the day of the athletic event.

• Maintain at least a 2.0 GPA and be passing all classes according to the most recent quarter report card grades. 4th quarter grades will affect eligibility for students entering the next grade in the fall. This also pertains to students entering ninth grade at Durham High School.

• If a student’s GPA is in the 1.50-1.99 range and/or received an “F,” the student-athlete may use a 1 Time/1 Quarter only (during 3 years of middle school) academic probation period. An academic probation conference is required with the student-athlete, parent/guardian and principal prior to having the probation granted. Students will be ineligible to participate in all activities until the academic probation contract is signed by all parties. The probation period is for only one grading period (one quarter). Students earning below a 1.50 GPA and/or multiple “F’s” are not eligible for Academic Probation.

• Students using their Academic Probation will forfeit 3 athletic contests. Student athletes will be required to attend all team functions including practices and games. Student athletes will not be allowed to dress for games or miss any school time to attend games.

• Report card grades come out on Fridays. Athletic ineligibility will begin, the first Monday, following the date report cards were issued.

• Coaches may require athletes to provide a weekly, biweekly or monthly grade report from their PowerSchool. Students who are not compliant with the coaches’ expectations for grade checks, may have participation consequences based on the coaches’ discretion.

School issued uniforms are only to be worn at athletic contests, not during P.E. or during the school day.

BIKE RACK/BICYCLES, SKATEBOARDS, ETC.

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

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

BUS TRANSPORTATION

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

• Do not throw objects in or out of the bus.
• Do not use profanity or vulgarity.
• Do not use boisterous conduct.
• All riders must remain seated while the bus is in motion.
• No eating, drinking or chewing gum.

The above list is by no means comprehensive in nature. These are to be used as a guide only. If a problem arises, the driver will notify the administration of the violation. This could result in disciplinary consequences up to and including the loss of bus riding privileges. **Special Note- school buses have cameras that are actively recording students.

CLOSED CAMPUS

Durham Intermediate is a closed campus. Students are not to leave campus during school hours. Before and after school, students are to remain on campus until their transportation arrives. Students are not allowed to go to the elementary or high school without prior permission.
CLUBS
Clubs at Durham Intermediate School have been successful in providing activities for interested students. If students want to start a club, they may petition Student Council and find a staff advisor. The clubs may conduct fundraisers, take field trips, provide lunchtime activities for members, and sponsor other school events. We encourage students to become involved at the school in and join the following school clubs.

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

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

UPS
The United Panther Society is a kindness club for 7th and 8th graders whose mission is to promote kindness, service and positivity on campus. The club meets weekly to participate in group activities for fun and learn to build supportive and caring relationships that inspire them to be kind and make a difference in their community. Throughout the year students will develop and implement activities to foster a positive campus environment.

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

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

HEALTH SERVICES
Durham Intermediate School has a nurse assigned only on a part time basis. The nurse or health aide will assist the students in the areas of health counseling, screening tests for vision and hearing, and giving first aid. All students who are injured or become ill at school must check out through the office before leaving school. ALL injuries happening on campus should be reported by the student to the teacher in charge. If a teacher is not available, report to the nurse’s office.
Administration of Medication by School Personnel:
Should it be necessary for your child to take medication at school, you must provide the school with written permission and a written statement from a health care provider/doctor detailing the method, amount, and time schedule by which such medication is to be taken. Medicine at school must be kept in the original pharmacy container. All medication must be kept in the nurse’s office. No medicine (prescription drugs or non-prescription drugs) including aspirin substitutes will be given at school unless the above conditions are met.

Medications at School

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

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

Self-Administration
State law allows students to carry and self-administer an asthma inhaler or emergency epinephrine (Epipen or Twinject) medication, if the student's parent and the health care provider give written permission. If your child needs to carry an asthma inhaler, discuss this with your doctor and have him/her complete the Medication Authorization form with the box checked for "Self Administration of Medication." Please take into consideration your child's age and ability when requesting that they self-administer asthma medication. Young children may need assistance to use their inhalers effectively.

Medication Supplies
As parent/guardian, you must supply the school with all medicine your child must take during the school day. You or another adult must deliver the medicine to school (except medicine your child is authorized to carry). Each medicine must be in a separate container labeled by a pharmacist (for prescription medication) or the original bottle (for over-the-counter medicine). Pick up all discontinued, outdated or unused medicine before the end of the school year.

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

INSURANCE

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

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

LUNCH TIME /CAFETERIA RULES

All lunches will be eaten in the cafeteria. You may bring your lunch from home or purchase lunch in the cafeteria. In an effort to keep our campus clean, no one will be allowed to eat on the grounds without permission from the principal or other designated staff member. Students are expected to clean up their own eating areas and to place trash in the trash barrels. If students litter, they will be subject to disciplinary action. Courteous and responsible behavior is expected in the lunch room. After eating, students are to return to the DIS campus, once dismissed from a cafeteria supervisor. Student are release from the cafeteria is at approximately 11:55 on Tues-Fri and 11:25 on Monday.

PANTHER PRIDE

Show pride in your school by keeping the grounds and buildings free of litter. Students are expected to clean up their area after break and lunch. It is possible that the privilege of break could be taken away. Students that are observed littering, throwing food, defacing school property, etc., will face disciplinary action from the school administration. This may include, but is not limited to work detail, campus clean up as well as detention and/or suspension.

PANTHER PROWL

The Panther Prowl is the school yearbook. Pictures will be taken throughout the school year for various activities. The cost of the yearbook is usually $30 during early pricing. There is a deadline for ordering which will be advertised. If you miss the deadline, you may not get a book, so listen carefully for this announcement.

PAWS-ITIVE RECOGNITION

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

PERSONAL PROPERTY

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

SCHEDULE CHANGES/REQUESTS

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

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

TELEPHONES/PERSONAL ELECTRONIC DEVICES – (PED’s)

Cell Phones - We have been having increased student cell phone use at school. Please refer to the policy below, which all students and parents signed, which is it contained in our student and parent handbook. DIS encourages responsible use of personal electronic devices - PED’s. **Cell phones and all other PED’s may not be used on campus during the instructional day without specific permission from a staff member.** Each teacher will have classroom policies posted. General campus guidelines include:

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

1* Offense- Warning! Device will be confiscated and student can pick it up at the end of the school day.
2* Offense- Detention assigned and device shall be picked up by parent/guardian. Parent phone call by principal.
3* Offense- Double Detention assigned, loss of school privilege and device shall be picked up by parent/guardian. Parent conference required and additional consequences will be determined by the principal.

A phone, in the office, is available and can be used, by students, with permission from office personnel. The staff of Durham Intermediate School recommends that electronic devices be safely left at home and reminds that security of all such items on campus are the responsibility of the student.

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

TEXTBOOKS & LIBRARY BOOKS

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

VISITORS

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

<table>
<thead>
<tr>
<th>Misconduct</th>
<th>Minimum</th>
<th>Maximum</th>
<th>Repeated Offense*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alcohol/Drug providing and/or sales, offer to sell, sell, or attempt to sell, deliver or furnish</td>
<td>1-5 days suspension/parent conference, Sheriff's citation</td>
<td>Expulsion, Sheriff's citation</td>
<td>5 day suspension, Board expulsion, Sheriff's citation</td>
</tr>
<tr>
<td>Alcohol/Drug use, or possession; under the influence</td>
<td>3-5 day suspension/parent conference</td>
<td>3-5 day suspension, expulsion, Sheriff's citation</td>
<td>5 day suspension, Board expulsion, Sheriff's citation</td>
</tr>
<tr>
<td>Attack upon School Personnel</td>
<td>3-5 day suspension/parent conference</td>
<td>Sheriff's citation, Expulsion, Parental conference, Suspension</td>
<td></td>
</tr>
<tr>
<td>Defiance of Authority/Disrupting school activities/Excessive Tardy/Missing Detention</td>
<td>Conference, Detention</td>
<td>1-5 day suspension, Expulsion</td>
<td>5 day suspension, Board Expulsion</td>
</tr>
<tr>
<td>Disorderly Conduct/Roughhousing</td>
<td>Conference, Detention, Suspension</td>
<td>1-5 day suspension, Expulsion</td>
<td>5 day suspension, Board Expulsion</td>
</tr>
<tr>
<td>Display of Affection-PDA</td>
<td>Student conference, Detention, Parental contact</td>
<td>Parental contact, Detention, 1-5 day suspension</td>
<td>1-5 day suspension</td>
</tr>
<tr>
<td>Extortion or Robbery, taking or attempting to take money or something of value through threats</td>
<td>Restitution, Parental conference, Sheriff's citation, 1-5 day suspension</td>
<td>Restitution, Sheriff's citation, Expulsion</td>
<td>Restitution, Sheriff's citation, Expulsion</td>
</tr>
<tr>
<td>Fighting, caused, attempted to cause, or threatened to cause physical injury to another person</td>
<td>1-5 day suspension, Parental conference</td>
<td>Expulsion, Sheriff's citation</td>
<td>Expulsion</td>
</tr>
<tr>
<td>Fire alarm: tampering with or setting off when no fire exists/Arson</td>
<td>Report with Sheriff's Dept. and Fire Marshall, Restitution, 1-5 day suspension</td>
<td>Report with Sheriff's Dept. and Fire Marshall, Restitution, 1-5 day suspension</td>
<td>Expulsion</td>
</tr>
<tr>
<td>Firecrackers, party poppers, sparklers, CO2 or explosive devices (use, possession or sell)</td>
<td>Student conference, 1-5 day suspension</td>
<td>Sheriff citation, 1-5 day suspension, Expulsion</td>
<td>Expulsion</td>
</tr>
<tr>
<td>Offense</td>
<td>Response</td>
<td>Consequence</td>
<td>Consequence</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>-----------------------------------</td>
<td>------------------------------------</td>
<td>------------------------------------</td>
</tr>
<tr>
<td>Forging (signing another person's name to official school documents, notes, etc.)</td>
<td>Parental conference, Detention</td>
<td>1-5 day suspension, Expulsion</td>
<td>Expulsion</td>
</tr>
<tr>
<td>Gambling</td>
<td>Parental conference, Detention</td>
<td>1-5 day suspension</td>
<td>1-5 day suspension</td>
</tr>
<tr>
<td>Hazing (forcing another person to do demeaning or harmful things)</td>
<td>1-5 day suspension, Parental conference, Sheriff's citation</td>
<td>1-5 day suspension, Expulsion, Sheriff's citation</td>
<td>1-5 day suspension, Expulsion</td>
</tr>
<tr>
<td>Loitering</td>
<td>Warning</td>
<td>1-5 day suspension</td>
<td>1-5 day suspension</td>
</tr>
<tr>
<td>Obscene Behavior, Profanity/Vulgarity</td>
<td>Student and/or Parental conference, Detention and/or Suspension</td>
<td>1-5 day suspension, Expulsion</td>
<td>Expulsion</td>
</tr>
<tr>
<td>Off campus without permission</td>
<td>Detention/Parent phone call from principal</td>
<td>Suspension</td>
<td>1-5 day suspension</td>
</tr>
<tr>
<td>Physical Assault</td>
<td>Parental conference, 1-5 day suspension</td>
<td>1-5 day suspension, Expulsion</td>
<td>Expulsion</td>
</tr>
<tr>
<td>Possession or sale of drug paraphernalia</td>
<td>Conference, Confiscation, Sheriff's citation, 1-5 day Suspension</td>
<td>Expulsion, Sheriff's citation</td>
<td>Expulsion</td>
</tr>
<tr>
<td>Reckless Bicycling, Excessive Speed</td>
<td>Detention, Student conference</td>
<td>1-5 day suspension</td>
<td>Expulsion</td>
</tr>
<tr>
<td>Skateboarding on campus</td>
<td>Detention</td>
<td>1-5 day suspension</td>
<td>1-5 day suspension/expulsion</td>
</tr>
<tr>
<td>Sexual/Ethnic Harassment (verbal or written abuse)</td>
<td>Conference, Confiscation, Detention</td>
<td>1-5 day suspension, Expulsion</td>
<td>Expulsion</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Squirt guns, water balloons, etc., and/or throwing objects</td>
<td>Conference, Detention</td>
<td>1-5 day suspension</td>
<td>Expulsion</td>
</tr>
<tr>
<td>Taking photos or videos of staff or students without permission.</td>
<td>Conference, Detention, and/or Suspension</td>
<td>1-5 day suspension</td>
<td>1-5 day suspension, Expulsion</td>
</tr>
<tr>
<td>Theft (stealing or attempting to steal)</td>
<td>Restitution, Conference, Detention and/or Suspension</td>
<td>1-5 day suspension, Restitution, Sheriff's citation, Expulsion</td>
<td>1-5 day suspension, Expulsion, Sheriff's citation, Restitution</td>
</tr>
<tr>
<td>Tobacco use/Possession</td>
<td>Detention, Parental conference</td>
<td>1-5 day suspension</td>
<td>1-5 day suspension, Expulsion</td>
</tr>
<tr>
<td>Vandalism (destroying or damaging school property)</td>
<td>Detention, Restitution, Conference</td>
<td>1-5 day suspension, Sheriff's citation, Restitution, Expulsion</td>
<td>Expulsion</td>
</tr>
<tr>
<td>Verbal Abuse</td>
<td>Detention, Parental conference</td>
<td>1-5 day suspension, Expulsion</td>
<td>Expulsion</td>
</tr>
<tr>
<td>Weapons or Replicas (use or possession of any object which could inflict injury)</td>
<td>1-5 day suspension, Parental conference, Confiscation, Sheriff's citation</td>
<td></td>
<td>Expulsion</td>
</tr>
</tbody>
</table>

*Repeated offenses may result in a recommendation of expulsion.*

**DUSD Climate and Culture Vision Statement**

DUSD promotes a safe, respectful, and supportive school climate. Both students and staff are positive role models of empathy and civil communication. Adult staff provides positive relationship building and comprehensive student supervision. Students and staff are tolerant and inclusive of diversity.
AGREEMENT OF ACKNOWLEDGEMENT

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

<table>
<thead>
<tr>
<th>Parent/Guardian Signature</th>
<th>Date</th>
<th>Printed Name</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Student Signature</th>
<th>Date</th>
<th>Printed Name</th>
</tr>
</thead>
</table>

Please return this page only to your homeroom teacher before the first Friday of school. This form is required to be kept on file, at school, with both student and parent/guardian signature.
Durham Unified School District
Board Policy
Hate-Motivated Behavior

BP 5145.9
Students

In order to create a safe learning environment for all students, the Governing Board desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students so as to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual on the basis of his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 3515.4 - Recovery for Property Loss or Damage)
(cf. 5131.5 - Vandalism and Graffiti)
(cf. 5136 - Gangs)
(cf. 5137 - Positive School Climate)
(cf. 5141.52 - Suicide Prevention)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5147 - Dropout Prevention)

The Superintendent or designee shall collaborate with regional programs and community organizations to promote safe environments for youth. These efforts shall be focused on providing an efficient use of district and community resources.

(cf. 1020 - Youth Services)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 1700 - Relations Between Private Industry and the Schools)
(cf. 5148.2 - Before/After School Programs)
(cf. 5148.3 - Preschool/Early Childhood Education)
(cf. 6020 - Parent Involvement)

The district shall provide age-appropriate instruction to help promote an understanding of and respect for human rights, diversity, and tolerance in a multicultural society and to provide strategies to manage conflicts constructively.

(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 6142.3 - Civic Education)
(cf. 6142.4 - Service Learning/Community Service Classes)
(cf. 6142.94 - History-Social Science Instruction)
The Superintendent or designee shall ensure that staff receive training on recognizing hate-motivated behavior and on strategies to help respond appropriately to such behavior.

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

Grievance Procedures

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the Coordinator for Nondiscrimination/Principal. Upon receiving such a complaint, the Coordinator/Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 5131 - Conduct)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 5145.7 - Sexual Harassment)

Staff who receive notice of hate-motivated behavior or personally observe such behavior shall notify the Coordinator/Principal, Superintendent or designee, and/or law enforcement, as appropriate.

(cf. 3515.3 - District Police/Security Department)
(cf. 4158/4258/4358 - Employee Security)

As necessary, the district shall provide counseling, guidance, and support to students who are victims of hate-motivated behavior and to students who exhibit such behavior.

(cf. 6164.2 - Guidance/Counseling Services)

Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination
32282 School safety plans
48900.3 Suspension for hate violence
48900.4 Suspension or expulsion for threats or harassment
PENAL CODE
422.55 Definition of hate crime
422.6 Crimes, harassment

CODE OF REGULATIONS, TITLE 5
4600-4687 Uniform Complaint Procedures
4900-4965 Nondiscrimination in elementary and secondary education programs

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES
California Student Safety and Violence Prevention - Laws and Regulations, April 2004
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS & NATIONAL ASSOCIATION OF ATTORNEYS GENERAL PUBLICATIONS
Protecting Students from Harassment and Hate Crime: A Guide for Schools, 1999
U.S. DEPARTMENT OF JUSTICE PUBLICATIONS
Preventing Youth Hate Crimes: A Guide for Schools and Communities, 1997
WEB SITES
CSBA: http://www.csba.org
California Association of Human Relations Organizations: http://www.cahro.org
California Department of Education: http://www.cde.ca.gov
National Youth Violence Prevention Resource Center: http://www.safeyouth.org
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr
U.S. Department of Justice, Community Relations Service: http://www.usdoj.gov/crs

(6/99) 7/09

Adopted Date: ___________________________
Durham Unified School District 2019-2020 School Calendar

<table>
<thead>
<tr>
<th>Month</th>
<th>July</th>
<th>August</th>
<th>September</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunday</td>
<td>1 2 3 4 5 6</td>
<td>1 2 3 4 5</td>
<td>1 2 3 4 5</td>
</tr>
<tr>
<td>Monday</td>
<td>7 8 9 10 11 12</td>
<td>4 5 6 7 8 9</td>
<td>8 9 10 11 12 13</td>
</tr>
<tr>
<td>Tuesday</td>
<td>14 15 16 17 18</td>
<td>11 12 13 14 15</td>
<td>15 16 17 18 19</td>
</tr>
<tr>
<td>Wednesday</td>
<td>21 22 23 24 25</td>
<td>18 19 20 21 22</td>
<td>22 23 24 25 26</td>
</tr>
<tr>
<td>Thursday</td>
<td>28 29 30 31</td>
<td>25 26 27 28 29</td>
<td></td>
</tr>
<tr>
<td>Friday</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Saturday</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Month</th>
<th>October</th>
<th>November</th>
<th>December</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunday</td>
<td>1 2 3 4 5</td>
<td>1 2 3 4 5</td>
<td>1 2 3 4 5</td>
</tr>
<tr>
<td>Monday</td>
<td>6 7 8 9 10 11</td>
<td>3 4 5 6 7 8</td>
<td>8 9 10 11 12 13</td>
</tr>
<tr>
<td>Tuesday</td>
<td>13 14 15 16 17</td>
<td>10 11 12 13 14</td>
<td>15 16 17 18 19</td>
</tr>
<tr>
<td>Wednesday</td>
<td>20 21 22 23 24</td>
<td>17 18 19 20 21</td>
<td>22 23 24 25 26</td>
</tr>
<tr>
<td>Thursday</td>
<td>27 28 29 30 31</td>
<td>24 25 26 27 28</td>
<td></td>
</tr>
<tr>
<td>Friday</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Saturday</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Month</th>
<th>January</th>
<th>February</th>
<th>March</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunday</td>
<td>1 2 3 4 5</td>
<td>1 2 3 4 5</td>
<td>1 2 3 4 5</td>
</tr>
<tr>
<td>Monday</td>
<td>5 6 7 8 9 10 11</td>
<td>2 3 4 5 6 7</td>
<td>8 9 10 11 12 13</td>
</tr>
<tr>
<td>Tuesday</td>
<td>12 13 14 15 16</td>
<td>9 10 11 12 13</td>
<td>15 16 17 18 19</td>
</tr>
<tr>
<td>Wednesday</td>
<td>19 20 21 22 23</td>
<td>16 17 18 19 20</td>
<td>22 23 24 25 26</td>
</tr>
<tr>
<td>Thursday</td>
<td>26 27 28 29 30</td>
<td>23 24 25 26 27</td>
<td></td>
</tr>
<tr>
<td>Friday</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Saturday</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Month</th>
<th>April</th>
<th>May</th>
<th>June</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunday</td>
<td>1 2 3 4 5</td>
<td>1 2 3 4 5</td>
<td>1 2 3 4 5</td>
</tr>
<tr>
<td>Monday</td>
<td>5 6 7 8 9 10 11</td>
<td>3 4 5 6 7 8</td>
<td>7 8 9 10 11 12 13</td>
</tr>
<tr>
<td>Tuesday</td>
<td>12 13 14 15 16</td>
<td>10 11 12 13 14</td>
<td>14 15 16 17 18</td>
</tr>
<tr>
<td>Wednesday</td>
<td>19 20 21 22 23</td>
<td>17 18 19 20 21</td>
<td>21 22 23 24 25</td>
</tr>
<tr>
<td>Thursday</td>
<td>26 27 28 29 30</td>
<td>24 25 26 27 28</td>
<td></td>
</tr>
<tr>
<td>Friday</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Saturday</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

First Semester: 86
Second Semester: 94

Proposal 2

May 16, 2018