CUSD Board of Education
Regular Meeting Agenda

Pleasant Valley High School, Center For the Arts
March 23, 2016
CLOSED SESSION – 5:00 P.M.
REGULAR BOARD MEETING – 6:00 P.M.

Board Members
Eileen Robinson, President
Dr. Kathleen Kaiser, Vice President
Gary Loustale, Clerk
Elizabeth Griffin, Member
Linda Hovey, Member

Kelly Staley, Superintendent

This Agenda is Available at:
Chico Unified School District
1163 E. 7th Street
Chico, CA 95928
(530) 891-3000
Or Online at:
www.chicousd.org

Posted: 03/18/16
The Chico Unified School District Board of Education welcomes you to this meeting and invites you to participate in matters before the Board.

INFORMATION, PROCEDURES AND CONDUCT
OF CUSD BOARD OF EDUCATION MEETINGS

No disturbance or willful interruption of any Board meeting shall be permitted. Persistence by an individual or group shall be grounds for the Chair to terminate the privilege of addressing the meeting. The Board may remove disruptive individuals and order the room cleared, if necessary. In this case, further Board proceedings shall concern only matters appearing on the agenda.

CONSENT CALENDAR
The items listed on the Consent Calendar may be approved by the Board in one action. However, in accordance with law, the public has a right to comment on any consent item. At the request of a member of the Board, any item on the consent agenda shall be removed and given individual consideration for action as a regular agenda item. Board Bylaw 9322.

STUDENT PARTICIPATION
At the discretion of the Board President, student speakers may be given priority to address items to the Board.

PUBLIC PARTICIPATION FOR ITEMS ON THE AGENDA (Regular and Special Board Meetings)
The Board shall give members of the public an opportunity to address the Board either before or during the Board’s consideration of each item of business to be discussed at regular or special meetings.
- Speakers will identify themselves and will direct their comments to the Board.
- Each speaker will be allowed three (3) minutes to address the Board.
- In case of numerous requests to address the same item, the Board may select representatives to speak on each side of the item.

PUBLIC PARTICIPATION FOR ITEMS NOT ON THE AGENDA (Regular Board Meetings only)
The Board shall not take action or enter into discussion or dialog on any matter that is not on the meeting agenda, except as allowed by law. (Government Code 54954.2) Items brought forth at this part of the meeting may be referred to the Superintendent or designee or the Board may take the item under advisement. The matter may be placed on the agenda of a subsequent meeting for discussion or action by the Board.
- Public comments for items not on the agenda will be limited to one hour in duration (15 minutes at the beginning of the meeting and 45 minutes at the end of the meeting).
- Initially, each general topic will be limited to 3 speakers.
- Speakers will identify themselves and will direct their comments to the Chair.
- Each speaker will be given three (3) minutes to address the Board.
- Once 2 speakers have shared a similar viewpoint, the Chair will ask for a differing viewpoint. If no other viewpoint is represented then a 3rd speaker may present.
- Speakers will not be allowed to yield their time to other speakers.
- After all topics have been heard, the remainder of the hour may be used by additional speakers to address a previously raised issue.

WRITTEN MATERIAL:
The Board is unable to read written materials presented during the meeting. If any person intends to appear before the Board with written materials, they should be delivered to the Superintendent’s Office or delivered via e-mail to the Board and Superintendent 10 days prior to the meeting date.

COPIES OF AGENDAS AND RELATED MATERIALS:
- Available at the meeting
- Available on the website: www.chicousd.org
- Available for inspection in the Superintendent’s Office prior to the meeting
- Copies may be obtained after payment of applicable copy fees

AMERICANS WITH DISABILITIES ACT
Please contact the Superintendent’s Office at 891-3000 ext. 149 should you require a disability-related modification or accommodation in order to participate in the meeting. This request should be received at least 48 hours prior to the meeting in order to accommodate your request.

Pursuant to Government Code 54957.5, If documents are distributed to board members concerning an agenda item within 72 hours of a regular board meeting, at the same time the documents will be made available for public inspection at the Chico Unified School District, Superintendent’s Office located at 1163 East Seventh Street, Chico, CA 95928 or may be viewed on the website: www.chicousd.org.
CALL TO ORDER
1.1. Public comment on closed session items

CLOSED SESSION
2.1. Update on Labor Negotiations
Employee Organizations:
Representatives:

CUTA
CSEA, Chapter #110
Kelly Staley, Superintendent
Jim Hanlon, Asst. Superintendent
Joanne Parsley, Asst. Superintendent
Kevin Bultema, Asst. Superintendent

2.2. Conference with Legal Counsel - Existing
Litigation
per Subdivision (a) of Government Code §54956.9
Case #163590
Case #SA-CE-2764-E

2.3. Conference with Legal Counsel -
Anticipated Litigation
Per Subdivision (b) of Government
Code §54956.9 (one case)

2.4. Conference with Real Property Negotiators
Per Government Code §54956.8
APN # 005-570-014-000, Price and Terms of Payment
Agency's Negotiator: Kevin Bultema

If Closed Session is not completed before 6:00 p.m., it will resume immediately following the
regular meeting.

RECONVENE TO REGULAR SESSION
3.1. Call to Order
3.2. Report Action Taken in Closed Session
3.3. Flag Salute

STUDENT REPORTS
SUPERINTENDENT'S REPORT AND RECOGNITION
ANNOUNCEMENTS
ITEMS FROM THE FLOOR
REPORTS FROM EMPLOYEE GROUPS REGARDING NEGOTIATIONS
CONSENT CALENDAR

9.1. GENERAL
9.1.1. Consider Approval of Minutes of Regular Session on February 17, 2016, and
Special Session on March 17, 2016
9.1.2. Consider Approval of Items Donated to the Chico Unified School District

9.2. EDUCATIONAL SERVICES
9.2.1. Consider Approval of Expulsion of Students with the following IDs: 55964, 60328,
62130, 67291
9.2.2. Consider Approval of the Field Trip Request for Neal Dow Fifth Graders to Attend Environmental Camp at Shady Creek from 04/26/16 to 04/29/16
9.2.3. Consider Approval of the Field Trip Request for Rosedale Sixth Graders to Attend Science Camp at Butte Meadows/Camp Lassen from 05/24/16 to 05/27/16
9.2.4. Consider Approval of the Field Trip Request for Marsh Jr. High ASB to Attend a Leadership Conference in Ontario, CA from 04/07/16 to 04/09/16
9.2.5. Consider Approval of the Field Trip Request for CHS Class of 2016 Trip to Disneyland from 05/27/16 to 05/28/16
9.2.6. Consider Approval of the Field Trip Request for CHS Symphonic Band to Attend the Disneyland Music Festival/Performance from 04/01/16 to 04/04/16
9.2.7. Consider Approval of the Field Trip Request for CHS Ag/FFA Students to Attend the FFA State Conference in Fresno, CA from 04/23/16 to 04/26/16
9.2.8. Consider Approval of the Field Trip Request for CHS Ag/FFA Students to Attend Ag Field Day at Modesto, CA from 04/01/16 to 04/02/16
9.2.9. Consider Approval of the field Trip Request for CHS ITEC Students to Attend the Skills USA Conference in San Diego, CA from 03/31/16 to 04/03/16
9.2.10. Consider Approval of the Field Trip Request for PVHS Music Department to Perform at the Reno Jazz Festival in Reno, Nevada from 04/28/16 to 04/30/16
9.2.11. Consider Approval of the Revision to Consultant Agreement with Loy Mattison (Mattison Enterprises)
9.2.12. Consider Approval of the 2016-17 E-Rate Internal Connections Recommendations
9.2.13. Consider Approval of the 2016-17 E-Rate Internal Connections Budget Revision

9.3. BUSINESS SERVICES
9.3.1. Consider Approval of Accounts Payable Warrants
9.3.2. Consider Approval of the Independent Contractor Agreements
9.3.3. Consider Approval of the Bid for Safety and Security Window Coverings at Chico High School
9.3.4. Consider Approval of the Bid for Safety and Security Window Coverings at Pleasant Valley High School
9.3.5. Consider Approval of the Cable Infrastructure Upgrades at CHS and PVHS - Facilities Master Plan Technology Project
9.3.6. Consider Approval of the Notice of Exemption of the California Environmental Quality Act

9.4. HUMAN RESOURCES
9.4.1. Consider Approval of Certificated Human Resources Actions
9.4.2. Consider Approval of Classified Human Resources Actions

10. DISCUSSION/ACTION CALENDAR
10.1. EDUCATIONAL SERVICES
10.1.1. Discussion/Action: 2316 Butte County Spelling Bee (Ted Sullivan)
10.1.2. Discussion/Action: New Course Proposal, Gardening (Annie Adamian)

10.2. BUSINESS SERVICES
10.2.1. Discussion/Action: Contract with Clifford Moss, Public Information Services (Kevin Bultema)
10.2.2. Discussion/Action: Property Purchase – 193 Leora Court, Chico, CA 95973 (Kevin Bultema)
10.2.3. Discussion/Action: Reimbursement Resolution 1327-16, Regarding Intention to Issue Tax-Exempt General Obligation Bonds (Kevin Bultema)
10.2.4. Discussion/Action: 2015-16 2nd Interim Budget (Kevin Bultema)
10.3. HUMAN RESOURCES

10.3.1. **Discussion/Action**: Resolution 1324-16, Release/Non-reelection of Temporary (including "Probationary 0") Certificated Employees (Jim Hanlon)

10.3.2. **Discussion/Action**: Resolution 1325-16, Elimination of Classified Services and Ordering Layoffs in the Classified Service for the 2015-2016 School Year (Jim Hanlon)

10.3.3. **Discussion/Action**: Resolution 1326-16, Elimination of Classified Services and Ordering Layoffs in the Classified Service for the 2015-2016 School Year (Jim Hanlon)

10.4. BOARD

10.4.1. **Information**: First Reading of Revised/Updated/New Board Policies (Administration)

- 0420 School Plans/Site Council
- 1312.3 Uniform Complaint Procedures
- 2121 Superintendent's Contract
- 3270 Sale and Disposal of Books, Equipment and Supplies
- 4030 Discrimination in Employment
- 4121 Temporary/Substitute Personnel
- 4131 Staff Development
- 4154 Health and Welfare Benefits
- 4231 Staff Development
- 5117 Interdistrict Attendance
- 5123 Promotion/Acceleration/Retention
- 5131.2 Bullying
- 5141 Health Care and Emergencies
- 5141.31 Immunizations
- 5148.2 Before/After School Programs
- 6142.1 Sexual Health and HIV/AIDS Prevention Instruction
- 6142.92 Mathematics Instruction
- 6146.1 High School Graduation Requirements
- 6152.1 Placement in Mathematics Courses - New
- 6163.4 Student Use of Technology
- 6164.2 Guidance/Counseling Services - Removal of reference to CAHSEE
- 6173 Education for Homeless Children
- 6177 Summer Learning Programs
- 6179 Supplemental Instruction
- 6190 Evaluation of the Instructional Program

11. ITEMS FROM THE FLOOR

12. ANNOUNCEMENTS

13. ADJOURNMENT

Eileen Robinson, President
Board of Education
Chico Unified School District

Posted: 03/18/16

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1. **CALL TO ORDER**
   At 5:00 p.m. Board President Robinson called the meeting to order at the Chico City Council Chambers, East Fourth and Main Streets and announced the Board was moving into Closed Session.
   
   Present: Robinson, Kaiser, Loustale, Griffin
   
   Absent: Hovey
   
   1.1. Public comment on closed session items
   
   There were no public comments.

2. **CLOSED SESSION**

2.1. **Update on Labor Negotiations**
   
   Employee Organizations:
   
   CUTA
   
   CSEA, Chapter #110
   
   Kelly Staley, Superintendent
   
   Jim Hanlon, Asst. Superintendent
   
   Joanne Parsley, Asst. Superintendent
   
   Kevin Bulsoma, Asst. Superintendent
   
   Representatives:

2.2. **Conference with Legal Counsel - Existing Litigation**
   
   per Subdivision (a) of Government Code §54956.9
   
   Case # 163590

2.3. **Conference with Real Property Negotiators**
   
   Per Government Code §54956.9
   
   APN # 006-220-008-000
   
   Price and Terms of Payment
   
   Agency's Negotiator: Kevin Bulsoma

3. **RECONVENE TO REGULAR SESSION**

3.1. **Call to Order**
   
   At 6:00 p.m. Board President Robinson called the meeting to order.

3.2. **Report Action Taken in Closed Session**
   
   At 6:01 p.m. Board President Robinson noted the Board had been in closed session and had unanimously (AYES: Robinson, Kaiser, Loustale, Griffin; ABSENT: Hovey) voted to accept the settlement agreement for a breach of contract suit.

3.3. **Flag Salute**
   
   At 6:02 p.m. Board President Robinson led the salute to the flag.

4. **STUDENT REPORTS**
   
   At 6:03 p.m. Pleasant Valley High School Assistant Principal Renee Spaggiari introduced Teacher Priscilla Burns who presented a brief description of the FHA-HERO program and then introduced student leaders Hannah Siebert and Sienna Sasse, who discussed projects they were involved with.

5. **SUPERINTENDENT'S REPORT AND RECOGNITION**
   
   At 6:06 p.m. The Superintendent's Award was presented to Marsh Jr. High School Office Manager Alana Meline by Principal Jay Marchant; to Citrus Teacher Nicole Ballew by Principal Rachel Tadeo; and to City Manager Mark Orme by Superintendent Kelly Staley, in recognition of the many partnerships between the City of Chico and Chico Unified School District.
6. **ANNOUNCEMENTS**  
At 6:19 p.m. Board Member Kaiser recognized Diana Parks, Director of International Education at CSU, Chico and welcomed the 18 visiting secondary teachers from 17 different countries, who stood and introduced themselves. She also noted the high school boys and girls soccer teams were in the soccer quarter finals this week and next.

7. **ITEMS FROM THE FLOOR**  
At 6:24 p.m. There were no items from the floor.

8. **REPORTS FROM EMPLOYEE GROUPS REGARDING NEGOTIATIONS**  
At 6:25 p.m. Assistant Superintendent Jim Hanlon stated negotiations for 2016-17 were opened at a meeting on February 11 and future meeting discussions were outlined. CUNA President Kevin Moretti stated he had nothing to add to the report on negotiations.

9. **CONSENT CALENDAR**  
At 6:26 p.m. Board President Robinson asked if anyone would like to pull a Consent Item for further discussion. Board Vice President Kaiser pulled Item 9.2.4.; Board President Robinson pulled Item 9.1.1. Board Member Griffin moved to approve the remaining Consent Items; seconded by Board Clerk Loustal.

9.1. **GENERAL**

9.1.1. This item was pulled for further discussion.

9.1.2. The Board Approved Items Donated to the Chico Unified School District

<table>
<thead>
<tr>
<th>Donor</th>
<th>Item</th>
<th>Recipient</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marlena Mudd</td>
<td>3 Office Chairs</td>
<td>Chico Unified Schools</td>
</tr>
<tr>
<td>California Olive Ranch</td>
<td>11 cases of chips @ $132.00</td>
<td>Chapman Elementary</td>
</tr>
<tr>
<td>Lundberg Family Farms</td>
<td>Coffee K-cups &amp; Creamer @ $100.00</td>
<td>Chapman Elementary</td>
</tr>
<tr>
<td>Brad Jacobson &amp; Kelly Gibbons</td>
<td>Teaching &amp; Student Materials @ $500.00</td>
<td>Chapman Elementary</td>
</tr>
<tr>
<td>Sandra Lewis</td>
<td>Miscellaneous Items @ $200.00</td>
<td>Chapman Elementary</td>
</tr>
<tr>
<td>Lessette Castellon / Feline Boards</td>
<td>Clothing &amp; Household Items @ $100.00</td>
<td>Chapman Elementary</td>
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<tr>
<td>Shelly Whitaker</td>
<td></td>
<td>Chapman Elementary</td>
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<tr>
<td>Danielle Penne</td>
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<td>Chapman Elementary</td>
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<tr>
<td>Emma Wilson Elementary PTSA</td>
<td>$269.00</td>
<td>Emma Wilson</td>
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<tr>
<td>Hooker Oak PTO</td>
<td>$259.98</td>
<td>Hooker Oak School</td>
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<tr>
<td>Sherisse &amp; Christopher Allen Felix</td>
<td>$800.00</td>
<td>Hooker Oak School</td>
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<tr>
<td>Jennifer &amp; David Parks</td>
<td>$100.00</td>
<td>Hooker Oak School</td>
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<tr>
<td>Mom's Restaurant</td>
<td>$2,168.00</td>
<td>Hooker Oak School</td>
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<tr>
<td>Mary &amp; Jose Oliver</td>
<td>$300.00</td>
<td>Hooker Oak School</td>
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<td>Andrew Canales</td>
<td>$1,119.40</td>
<td>McManus Elementary</td>
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<td>Laurin Lenny, Louise &amp; Shigeo Kanda</td>
<td>$200.00</td>
<td>Sierra View Elementary</td>
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<tr>
<td>William &amp; Margaret Ludman</td>
<td>$10.00</td>
<td>Pleasant Valley High</td>
</tr>
<tr>
<td>Lauree &amp; John Asarian</td>
<td>$25.00</td>
<td>Pleasant Valley High</td>
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<tr>
<td>Dorothy Knowles</td>
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<td>Pleasant Valley High</td>
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<td>Constance &amp; RD Anderson</td>
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<tr>
<td>Josephine Schoren</td>
<td>$50.00</td>
<td>Pleasant Valley High</td>
</tr>
<tr>
<td>Olive Garden / GMRI, Inc.</td>
<td>$500.00</td>
<td>Pleasant Valley High</td>
</tr>
</tbody>
</table>
9.2. **EDUCATIONAL SERVICES**

9.2.1. The Board approved the Expulsion of Students with the following IDs: 51781, 66575, 69684

9.2.2. The Board approved the Field Trip Request for Pleasant Valley High School Junior ETS Students to Attend College Visitations

9.2.3. The Board approved the 2016-17 E-Rate Internal Connections Recommendations

9.2.4. This item was pulled for further discussion.

9.3. **BUSINESS SERVICES**

9.3.1. The Board Approved the Accounts Payable Warrants

9.3.2. The Board Approved the Notice of Completion for Window Coverings at Marsh Jr. High School

9.3.3. The Board Approved the Citizen's Bond Oversight Committee Annual Report 2014-15

9.4. **HUMAN RESOURCES**

9.4.1. The Board Approved the Certificated Human Resources Actions

<table>
<thead>
<tr>
<th>Employee</th>
<th>Assignment</th>
<th>Effective</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ferneau, Rachel</td>
<td>Elementary</td>
<td>2/01/16-6/02/16</td>
<td>1.0 FTE</td>
</tr>
<tr>
<td>Scott, David</td>
<td>Elementary Counselor</td>
<td>1/11/16-6/02/16</td>
<td>0.2 FTE</td>
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<tr>
<td>Stiffe, Chelsea</td>
<td>Elementary</td>
<td>2/16/16-6/02/16</td>
<td>1.0 FTE</td>
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<tr>
<td>Ferneau, Rachel</td>
<td>Elementary</td>
<td>2/01/16-6/02/16</td>
<td>1.0 FTE</td>
</tr>
<tr>
<td>Coons, Emily</td>
<td>Special Education</td>
<td>2/01/16-6/02/16</td>
<td>0.2 FTE Personal Leave</td>
</tr>
</tbody>
</table>

**Status Change – 2015/16**

- Champlin, Courtney: Secondary 2015/16 1.0 FTE Temporary to Probation

**Retirements**

- Grimaldo, Samantha: Elementary 6/02/16 Resignation

9.4.2. The Board Approved the Classified Human Resources Actions

<table>
<thead>
<tr>
<th>ACTION NAME</th>
<th>CLASS/LOCATION/ASSIGNED HOURS</th>
<th>EFFECTIVE</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abara, Diana</td>
<td>IA-Special Ed/Emma Wilson/3.0</td>
<td>1/19/2016</td>
<td>Vacated Position</td>
</tr>
<tr>
<td>Aiken, Courtney</td>
<td>IA-Special Ed/Blue Oak/3.0</td>
<td>2/1/2016</td>
<td>New Position</td>
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<tr>
<td>Bodney, Teresa</td>
<td>IPS-Classroom/MJHS/6.5</td>
<td>1/4/2016</td>
<td>Vacated Position</td>
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<tr>
<td>Budgett, Cheryl</td>
<td>School Bus Driver-Type 1/Transportation/7.8</td>
<td>1/19/2016</td>
<td>Existing Position</td>
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<tr>
<td>Carey, Sam</td>
<td>School Bus Driver-Type 1/Transportation/6.1</td>
<td>1/19/2016</td>
<td>Existing Position</td>
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<tr>
<td>Catren, Michael</td>
<td>Custodian/MJHS/8.0</td>
<td>1/28/2016</td>
<td>Vacated Position</td>
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<tr>
<td>Jarjour, Ragheda</td>
<td>Cafeteria Assistant/ CJHS/1.2</td>
<td>2/1/2016</td>
<td>Vacated Position</td>
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<tr>
<td>Jones, Kevin</td>
<td>Grounds Worker/M &amp; O/8.0</td>
<td>1/19/2016</td>
<td>New Position</td>
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<tr>
<td>Kieran, Michael</td>
<td>IA-Special Ed/PVHS/5.0</td>
<td>2/2/2016</td>
<td>Vacated Position</td>
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<tr>
<td>ACTION NAME</td>
<td>CLASS/LOCATION/ASSIGNED HOURS</td>
<td>EFFECTIVE</td>
<td>COMMENTS</td>
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<tr>
<td>Leone, Kimberly</td>
<td>School Bus Driver-Type 1/Transportation/6.0</td>
<td>1/19/2016</td>
<td>Existing Position</td>
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<tr>
<td>Lor, Teng</td>
<td>IA-Special Ed/CHS/5.0</td>
<td>2/2/2016</td>
<td>Vacated Position</td>
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<tr>
<td>Madrigal, Diana</td>
<td>IA-Special Ed/BJHS/6.0</td>
<td>2/8/2016</td>
<td>Vacated Position</td>
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<tr>
<td>Norile, Errin</td>
<td>Storekeeper/Warehouse/8.0</td>
<td>1/26/2016</td>
<td>Vacated Position</td>
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<tr>
<td>Pittenger, Kara</td>
<td>IA-Special Ed/Marigold/2.5</td>
<td>1/19/2016</td>
<td>Vacated Position</td>
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<tr>
<td>Ramirez, Cassandra</td>
<td>Custodian/CHS/8.0</td>
<td>1/15/2016</td>
<td>Vacated Position</td>
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<td>Rosales, Lidia</td>
<td>School Bus Driver-Type 1/Transportation/5.7</td>
<td>1/19/2016</td>
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<td>Saoud, Abir</td>
<td>Cafeteria Assistant/ FVHS/2.5</td>
<td>1/20/2016</td>
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<td>Stenberg, Lisa</td>
<td>IA-Special Ed/Hooker Oak/5.0</td>
<td>2/2/2016</td>
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<td>Thomas, Kristy</td>
<td>School Bus Driver-Type 1/Transportation/8.0</td>
<td>1/19/2016</td>
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<tr>
<td>Tighe, Mark</td>
<td>School Bus Driver-Type 1/Transportation/5.2</td>
<td>1/19/2016</td>
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<tr>
<td>Trotter, Penny</td>
<td>School Bus Driver-Type 1/Transportation/6.0</td>
<td>1/19/2016</td>
<td>Existing Position</td>
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<tr>
<td>Ward, Kristin</td>
<td>IA-Special Ed/Neal Dow/5.0</td>
<td>1/26/2016</td>
<td>Vacated Position</td>
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<td>Wells, Daniel</td>
<td>School Bus Driver-Type 1/Transportation/6.0</td>
<td>1/19/2016</td>
<td>Existing Position</td>
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<td><strong>PROMOTION</strong></td>
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<tr>
<td>Dawson, William</td>
<td>IA-Special Ed/Neal Dow/6.5</td>
<td>2/1/2016</td>
<td>New Position</td>
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<td><strong>REINSTATEMENT</strong></td>
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<tr>
<td>Whitman-Hall, Brittan</td>
<td>IPS-Classroom/Loma Vista/6.0</td>
<td>2/8/2016</td>
<td>Vacated Position</td>
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<tr>
<td><strong>LEAVE OF ABSENCE</strong></td>
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<tr>
<td>Findlay, Janette</td>
<td>IPS-Healthcare/Loma Vista/4.0</td>
<td>1/27/2016-6/2/2016</td>
<td>Per CBA 5.2.9</td>
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<tr>
<td>Hassett, Debra</td>
<td>Cafeteria Assistant/ PVHS/4.0</td>
<td>10/14/2015-3/31/2016</td>
<td>Per CBA 5.1</td>
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<tr>
<td>Hassett, Debra</td>
<td>Cafeteria Assistant/ Chapman/2.0</td>
<td>10/14/2015-3/31/2016</td>
<td>Per CBA 5.1</td>
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<tr>
<td>Mitchel, Carol</td>
<td>IA-Special Ed/Neal Dow/5.0</td>
<td>2/18/2016-6/2/2016</td>
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<td>Custodian/PVHS/8.0</td>
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<td>Thao, Lee</td>
<td>Impacted Language Liaison-Hmong/Citrus/1.4</td>
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<td>Voluntary Resignation</td>
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### RESIGNED ONLY POSITION LISTED

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<tr>
<th>ACTION NAME</th>
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<td>Aiken, Courtney</td>
<td>Parent Classroom Aide- Restr/Hooker Oak/2.5</td>
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<td>Campus Supervisor/ BJHS/2.0</td>
<td>1/31/2016</td>
<td>Promotion</td>
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<td>Jones, Kevin</td>
<td>Grounds Worker/M &amp; O/4.0</td>
<td>1/18/2016</td>
<td>Increase in Hours</td>
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<tr>
<td>Saoud, Abir</td>
<td>Cafeteria Assistant/Sierra View/2.3</td>
<td>1/19/2016</td>
<td>Increase in Hours</td>
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### 10. DISCUSSION/ACTION CALENDAR

#### ITEMS REMOVED FROM CONSENT FOR FURTHER DISCUSSION

9.1.1. Consider Approval of Minutes of Regular Session on January 20, 2016, and Special Session on February 3, 2016

At 6:27 p.m. Board President Robinson noted a minor correction to the February 3, 2016, minutes was needed as Board Vice President Kaiser had left the meeting early and was absent from the vote on Item 5.2.2. Board Member Griffin moved to approve the minutes with the correction noted; seconded by Board Vice President Kaiser.

AYES: Robinson, Kaiser, Loustale, Griffin
NOES: None
Absent: Hovey

9.2.4. Consider Approval of the National Teen Dating Violence Prevention and Awareness Month Proclamation

At 6:28 p.m. Board Vice President Kaiser stated she pulled this item in an effort to recognize the importance of this Proclamation. Assistant Superintendent Joanne Parsley read the Proclamation aloud. Board Vice President Kaiser moved to approve the Proclamation; seconded by Board Clerk Loustale.

AYES: Robinson, Kaiser, Loustale, Griffin
NOES: None
Absent: Hovey

### 10.1. BUSINESS SERVICES

10.1.1. **Discussion/Action:** Preauthorization for Bid Approval for Track and Field Renovation Projects at Chico High and Pleasant Valley High Schools

At 6:33 p.m. Director Julie Kistle presented a description of work to be completed and the importance of starting on these projects as soon as possible. Board Vice President Kaiser moved to preauthorize the Superintendent or designee to enter into an agreement with the lowest responsive bidder(s) for the Chico High and Pleasant Valley High School Track and Field Renovation projects in an amount not to exceed $3.4 Million dollars combined; seconded by Board Member Griffin.

AYES: Robinson, Kaiser, Loustale, Griffin
NOES: None
Absent: Hovey

10.1.2. **Discussion/Action:** Closure of Deferred Maintenance Fund

At 6:35 p.m. Director Jaclyn Kruger explained CUSD has fully spent the remaining dollars in the Deferred Maintenance fund and acknowledged that by closing this fund, all deferred maintenance must be paid with General Fund or Measure E
bond dollars. Board Vice President Kaiser moved to approve the closure of the Deferred Maintenance fund; seconded by Board Member Griffin.

AYES: Robinson, Kaiser, Loustale, Griffin
NOES: None
Absent: Hovey

10.1.3. Discussion/Action: Resolution 1321-16 to Establish New Non-Bond Building Fund

At 6:36 p.m. Director Jaclyn Kruger explained that by establishing a separate building fund, CUSD will be in compliance with the Butte County Treasurer’s office and will be able to accurately track expenditures and cash related to the reimbursement resolution. Board Vice President Kaiser moved to approve Resolution 1321-16, to establish a new building fund at the County Treasury; seconded by Board Clerk Loustale.

AYES: Robinson, Kaiser, Loustale, Griffin
NOES: None
Absent: Hovey

10.1.4. Discussion/Action: Resolution 1322-16, Interfund Borrowing Between Funds

At 6:43 p.m. Director Jaclyn Kruger explained that due to the timing between revenue received and expenses paid, there are times when CUSD may need to borrow cash between funds to stay cash solvent in all funds. Board Member Griffin moved to approve Resolution 1322-16; seconded by Board Vice President Kaiser.

AYES: Robinson, Kaiser, Loustale, Griffin
NOES: None
Absent: Hovey

10.1.5. Information: Governor’s 2016-17 Budget Proposal Information

At 6:44 p.m. Assistant Superintendent Kevin Butlerma presented a PowerPoint which provided a brief overview of the Governor’s proposal and its impact on the CUSD budget.

10.2 HUMAN RESOURCES

10.2.1. Discussion/Action: Resolution 1318-16, Reduction in Certificated Staff Due to Reduction or Elimination of Particular Kinds of Service

At 6:59 p.m. Assistant Superintendent Jim Hanlon stated the district must identify those positions and/or services that may not be needed next school year and noted the process is bound by timelines that require formal written notification to affected staff no later than March 15. Board Member Griffin moved to approve Resolution 1318-16; seconded by Board Vice President Kaiser.

AYES: Robinson, Kaiser, Loustale, Griffin
NOES: None
Absent: Hovey

10.2.2. Discussion/Action: Resolution 1319-16, Release/Non-Reelection of Temporary (Including "Probationary 0") Certificated Employees

At 7:03 p.m. Assistant Superintendent Jim Hanlon explained the District is required to notify "temporary" certificated staff members on or before March 15 if they are to be released or non-relected at the end of the current school year and approving this resolution will initiate the process of notifying all such "temporary" certificated staff members. Board Member Griffin moved to approve 1319-16; seconded by Board Clerk Loustale.

AYES: Robinson, Kaiser, Loustale, Griffin
NOES: None
Absent: Hovey
10.2.3. **Discussion/Action: Resolution 1323-16, Non-Reelection of Probationary Certificated Employees**

At 7:12 p.m. Assistant Superintendent Jim Hanlon pulled this item from the agenda.

10.2.4. **Discussion/Action: Waiver for RSP Caseload at Bidwell Junior High School**

At 7:13 p.m. Assistant Superintendent Jim Hanlon presented information on the waiver. Board Vice President Kaiser stated she wished to recognize and thank the teacher. Board Member Griffin moved to approve the waiver; seconded by Board Vice President Kaiser.

AYES: Robinson, Kaiser, Loustale, Griffin
NOES: None
Absent: Hovey

10.2.5. **Discussion/Action: Resolution 1317-16, Elimination of Classified Services and Ordering Layoffs in the Classified Service for the 2015-2016 School Year**

At 7:14 p.m. Assistant Superintendent Jim Hanlon explained the positions are not currently filled and the district no longer needs or has the funds to support the positions. Board Vice President Kaiser moved to approve Resolution 1317-16; seconded by Board Member Griffin.

AYES: Robinson, Kaiser, Loustale, Griffin
NOES: None
Absent: Hovey

10.2.6. **Discussion/Action: Resolution 1320-16, Elimination of Classified Services and Ordering Layoffs in the Classified Service for the 2015-2016 School Year**

At 7:15 p.m. Assistant Superintendent Jim Hanlon explained the District no longer needs or has the funds to support the position noted in the Resolution. Board Clerk Loustale moved to approve Resolution 1320-16; seconded by Board Vice President Kaiser.

AYES: Robinson, Kaiser, Loustale, Griffin
NOES: None
Absent: Hovey

10.2.7. **Discussion/Action: Stipend for Assistant Superintendent When Working in a Lead Position**

At 7:17 p.m. Assistant Superintendent Jim Hanlon noted the Board had requested that one of the existing Assistant Superintendent positions be provided a stipend ($5,000.00) to assume the temporary leadership of the district should the Superintendent be unavailable. CSEA President Sean Sullivan asked for reasoning for the change. Superintendent Staley explained that she is often called out of the office to attend various conferences/activities and it is important that both the Board and employees know who to contact should there be an emergency situation. She also noted that this position would eliminate creating additional levels of bureaucracy such as a "Deputy Superintendent". Board Vice President Kaiser moved to approve the stipend; seconded by Board Clerk Loustale.

AYES: Robinson, Kaiser, Loustale, Griffin
NOES: None
Absent: Hovey

11. **ITEMS FROM THE FLOOR**

At 7:27 p.m. There were no items from the floor.
12. **ANNOUNCEMENTS**
   At 7:28 p.m. There were no announcements

13. **ADJOURNMENT**
   At 7:29 p.m. Board President Robinson adjourned the meeting.

---

APPROVED:

______________________________
Board of Education

______________________________
Administration
1. **CALL TO ORDER**
   At 4:30 p.m. Board President Robinson called the meeting to order in Room 2, at the Chico Unified District Office at 1163 East 7th St. and announced the Board was moving into Closed Session.

   **Present:** Robinson, Loustale, Hovey, Griffin (by phone)
   **Absent:** Kaiser

1.1. **Public comment on closed session item**
   There were no public comments.

2. **CLOSED SESSION**

2.1. **Update on Labor Negotiations**
   **Employee Organizations:**
   - CUTA
   - CSEA, Chapter #110
   - Kelly Staley, Superintendent

2.2. **Conference with Legal Counsel – Pending Litigation**
   Per Government Code 54956.9
   (County of Butte Cup. Ct. Case No. 161637)

   **Remote Location Dial In**
   3627 Maple Street
   San Diego, CA 92104
   (Open to the Public)
   (Accessible to the Disabled)

3. **RECONVENE TO REGULAR SESSION**

3.1. **Report Action Taken in Closed Session**
   At 4:44 p.m. Board President Robinson announced the Board had been in Closed Session and asked legal counsel to report out the findings. Legal counsel stated the Board had received an update from Legal Counsel on pending litigation, Butte County Case No. 161637. The Board considered a proposed mediated settlement reached in the matter. A motion was made and seconded to ratify the agreement. Board President Robinson stated the Board voted 4-0: Robinson, Griffin, Loustale, and Hovey in favor, to ratify the agreement; Board Member Kaiser was absent. The settlement agreement provided for the payment of $200,000 by the District to settle all claims and potential claims by Mr. Jeff Sloan and his attorney Mr. Paul Boylan. The parties agreed to dismiss the pending case with prejudice as to all parties. At 4:47 p.m. Board President Robinson announced the Board was moving back into Closed Session. At 5:38 p.m. Board President Robinson announced the Board had been in Closed Session and there was nothing to report.

4. **ADJOURNMENT**
   At 5:40 p.m. Board President Robinson announced the meeting was adjourned.

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**APPROVED:**

Board of Education

Administration
## DONATIONS/GIFTS

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<th>Item</th>
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<td>Misc. Hardwood/Lumber @ $500.00</td>
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Donations: March 23, 2016
## DONATIONS/GIFTS

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<th>Item</th>
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<td>Effat Khaki</td>
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<td>Vaughn Zellick</td>
<td>Glass, Cutter, Sander @ $1,000.00</td>
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AGENDA ITEM: Neal Dow Shady Creek Field Trip

Prepared by: David Murgia Principal Neal Dow Elementary

☐ Consent  Board Date  March 23, 2016

☐ Information Only

☐ Discussion/Action

Background Information

Neal Dow is sending sixty-two fifth grade students to Shady Creek Environmental Camp. This field trip has been customarily a 6th grade trip. We decided as a staff, PTA and School Site Council that we should provide this highly educational opportunity to the fifth graders.

Educational Implications

The educational implications are in line with California Sciences Standards for fifth grade. The students will be attending outdoor classes that cover aspects of Life Sciences; plants and animals have structures for respiration, digestion, waste disposal, and transport of materials. The Investigation and Experimentation component of the California Science standards states, (6.a.) Students will classify objects (e.g., rocks, plants leaves) in accordance with appropriate criteria is directly addressed in the creek exploration lesson.

Fiscal Implications

This field trip funding has been overseen by the Neal Dow Parent Teacher Association (PTA). The PTA has been doing the fundraising for several years to ensure every student attends Shady Creek Environmental Camp. The sixty-two students, teachers and transportation will cost approximately fourteen thousand dollars.
FIELD TRIP REQUEST

TO: CUSD Board of Education   Date: ____February 16, 2016____
FROM: ___Sheila Penman, Lindsey Erwin___   School/Dept.: ___Neal Dow Elementary___
SUBJECT: Field Trip Request

Request is for ______________________
(grade/class/group)

Destination: Shady Creek    Activity: Environmental Camp

from _______April 26, 2016 / 8:00AM _______ to _______April 29, 2016 / 1:00pm____
(dates) / (times)

Rationale for Trip: Students to obtain better understanding of environment through California
Common Core State Standards.

Number of Students Attending: 62    Teachers Attending: 2    Parents Attending: 0
Student/Adult Ratio: 6:1 — 10 high school counselors
Transportation: Private Cars __________ CUSD Bus _______ Charter Bus Name _______
Other: ____________________________________________________________

All requests for bus or charter transportation must go through the transportation department - NO
EXCEPTIONS.

ESTIMATED EXPENSES:

Fees $13,000    Substitute Costs $__________    Meals $__________
Lodging $__________    Transportation $1,800    Other Costs $1,000

ACCOUNT NAME(S), NUMBER(S) and AMOUNT(S):

Name _______Neal Dow PTA______ Acct. #: Tri Counties 06412003 _______

Name _______ _______ Acct. #: _______ _______


Requested by: Lindsey Erwin      Date: 2-16-16

Site Principal:       2-16-16

Director of Transportation: 2-18-16

IF MAJOR FIELD TRIP

Director of Educational Services: 2-15-16

Board Action: Date

☐ Recommend ☐ Not Recommended
☐ Approved ☐ Not Approved

ES-7
Revised 8/04
AGENDA ITEM: Field Trip Request for Butte Meadow's Outdoor School for Rosedale Sixth Grades

Prepared by: Jo Ann Bettencourt. Principal, Samantha Grimaldo, and Adan Mota – 6th Grade Teachers

☐ Consent Board Date March 23, 2016

☐ Information Only

☐ Discussion/Action

Background Information

This is an extension of our science unit of ecology and geology.

Educational Implications

The trip is in line with the CA State Standards for Sixth Grade Science. The program focuses on the Earth Science Standards in the areas of eco-systems, ecology, environment, living resources and energy biomes. The camp provides hands on and enrichment experiences with Earth Science content.

Fiscal Implications

The money used to finance this trip was generated by fundraising and donations.
CHICO UNIFIED SCHOOL DISTRICT
1163 East Seventh Street
Chico, CA 95928-5999
(530) 891-3000

FIELD TRIP REQUEST

TO: CUSD Board of Education
FROM: Adán Mota and Samantha Grimaldo

Date: February 11, 2016
School/Dept.: Rosedale Elementary School
SUBJECT: Field Trip Request

Request is for 6th Grade Science Camp (grade/class/group)
Destination: Butte Meadows/Camp Lassen Activity: Science Camp
From May 24, 2016 /8:30 am (dates) / (times)
to May 27, 2016 /12:00 PM (dates) / (times)
Rationale for Trip: Hands on experience with Earth Science content
Number of Students Attending: 66 Teachers Attending: 3 Parents Attending: 15
Student/Adult Ratio: 3:4:1
Transportation: Private Cars: Return Trip Only CUSD Bus: Travel To Only
Other: ___________________
All requests for bus or charter transportation must go through the transportation department - NO EXCEPTIONS.

ESTIMATED EXPENSES:
Fees/Lodging $3150.00 Substitute Costs $__________ Meals $1800
Camping Space $ Transportation $405.00 Other Costs See Attached

ACCOUNT NAME(S), NUMBER(S) and AMOUNT(S):
Name Donations Acct. #: 01-9024-0-1110-1000-5800-260-1260, 01-9024-0-1110-1110-5722-260-1260
and 01-9024-0-1110-1000-5800-260-1260
Name _______________ Acct #: ____________________ $__________

Requesting Party

Date: 2/24/16

Site Principal

Date: 2/24/16

Director of Transportation

Date: 3/2/16

IF MAJOR FIELD TRIP

Director of Educational Services

Date: 2/3/16

Board Action

Date

☑ Recommend ☐ Not Recommended
☐ Approved ☐ Not Approved

(If transporting by bus or Charter)
AGENDA ITEM: Field Trip Request for Marsh Jr. High ASB to Attend a Leadership Conference in Ontario, CA from 04/07/16 to 04/09/16

Prepared by: Jay Marchant, Principal and Lisa Reynolds

Consent

Information Only

Discussion/Action

Board Date March 23, 2016

Background Information
This is a trip for 8th grade members of the Student Government class at Marsh Junior High. It is an opportunity to attend a state-wide student leadership convention. I propose to take a delegation of 3 girls. It will be an excellent opportunity to gain knowledge and expertise from leaders around the state.

Educational Implications
The students will be immersed in leadership activities and workshops for three days. They will be with the top junior high leaders from around the entire state. They will be attending workshops, break-out sessions and key-note speaker sessions the entire time they are there. They will be hearing leadership instruction and motivation from some of the top-ranked speakers in the nation. Additionally, they will also have an opportunity to try their hand at presenting at this conference. The presenter’s applications are not yet available, but I will be encouraging my students to apply to present some of our activities and ideas to the students from around the state.

Fiscal Implications
The students’ cost for their attendance will be paid for by the Marsh ASB. The advisor/chaperone will be attending by use of ASB funds as well. The cost of the registration ($375.00 per student) includes registration, the conference itself and all meals. The other cost will be the plane tickets to and from the conference which is in Ontario, California. We will fly out of Sacramento and directly to Ontario. This cost is approximately $200.00 per person for the flights.

Additional Information
We were just informed, February 19th, that our very own Kirsten Welch is a finalist for a state-wide position in CASL, Freshman Director. She will campaign at the conference and the elections will be held while we are there as well. We will be leaving, by personal vehicles and airplane, on Thursday, April 7th in the morning and will return on Saturday, April 9th sometime in the early evening. I will be taking four students and there will be one teacher for four students, with a ratio of 4:1. This conference alternates from southern California and northern California each year, so we are going to southern California this year.
TO: CUSD Board of Education  
FROM: Jay Marchant/Lisa Reynolds  
Date: 2/25/16  
School/Dept.: Marsh Junior High ASB

SUBJECT: Field Trip Request

<table>
<thead>
<tr>
<th>Request is for</th>
<th>Leadership Conference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Destination:</td>
<td>Ontario, CA</td>
</tr>
<tr>
<td>(grade/class/group)</td>
<td>Conference</td>
</tr>
<tr>
<td>from</td>
<td>4/7/2016 6:45 am to 4/9/2016 6:00 pm</td>
</tr>
<tr>
<td>(dates) / (times)</td>
<td></td>
</tr>
<tr>
<td>Rationale for Trip:</td>
<td>Leadership Training</td>
</tr>
<tr>
<td>Number of Students Attending:</td>
<td>4</td>
</tr>
<tr>
<td>Teachers Attending:</td>
<td>1</td>
</tr>
<tr>
<td>Parents Attending:</td>
<td>0</td>
</tr>
<tr>
<td>Student/Adult Ratio:</td>
<td>4:1</td>
</tr>
<tr>
<td>Transportation:</td>
<td>Private Cars X CUSD Bus Charter Bus Name</td>
</tr>
<tr>
<td>Other:</td>
<td>Airplane</td>
</tr>
</tbody>
</table>

All requests for bus or charter transportation must go through the transportation department - NO EXCEPTIONS.

<table>
<thead>
<tr>
<th>ESTIMATED EXPENSES:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fees $</td>
</tr>
<tr>
<td>Lodging $ 2,000</td>
</tr>
<tr>
<td>Meals $</td>
</tr>
</tbody>
</table>

ACCOUNT NAME(S), NUMBER(S) and AMOUNT(S):  
Name: ASB General  
Acct. #: 01-9014-0-1232-2100-5200  
$3,200

<table>
<thead>
<tr>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Acct. #</td>
</tr>
</tbody>
</table>

Requesting Party:  
Date: 2/25/16

Site Principal:  
Date: 2/26/16

Director of Transportation:  
Date:

IF MAJOR FIELD TRIP  
Director of Educational Services:  
Date: 3/2/16

Board Action:  
Date:
AGENDA ITEM: Field Trip Request for CHS Class of 2016 Trip to Disneyland

Prepared by: Mike Allen, Assistant Principal

☐ Consent  Board Date  March 23, 2016
☐ Information Only
☐ Discussion/Action

Background Information
In recent years the CHS administration has taken participants of the graduating class to Disneyland for Grad-Nite. This year the Grad-Nite sold out in record time and we will not be able to participate in the official Disney Grade-Nite. The students still want to take a senior trip to Disneyland and Disneyland offered a reduced rate for schools.

Educational Implications
The opportunity for our seniors to go to Disneyland with their classmates and have an experience of a lifetime. This is a wonderful, safe environment for our students to experience.

Fiscal Implications
There is no fiscal impact to the general fund. All chaperones, including one administrator, will volunteer their time.
CHICO UNIFIED SCHOOL DISTRICT  
1163 East Seventh Street  
Chico, CA 95928-5999  
(530) 891-3000  

FIELD TRIP REQUEST  

TO: CUSD Board of Education  
Date: December 16th, 2015  

FROM: Chico High ASB  
School/Dept.: Chico High School  

SUBJECT: Field Trip Request  

Request is for Chico High Class of 2016  
(grade/class/group)  

Destination: Disneyland  
Activity: Senior Trip  

from Fri. May 27th, 2016 / 11am  
to Sun May 28th, 2016 / 10am  
(dates) / (times)  

Rationale for Trip:  
To allow another opportunity to bond as a class before graduation  

Number of Students Attending: 102  
Teachers Attending: 4  
Parents Attending:  

Student/Adult Ratio: 25:1  

Transportation: Private Cars  
CUSD Bus  
Charter Bus Name: Silverado Stages  
Other:  

All requests for bus or charter transportation must go through the transportation department - NO EXCEPTIONS.  

ESTIMATED EXPENSES:  
Fees $14,310  
Substitute Costs $  
Meals $  
Lodging $  
Transportation $ 8800.00  
Other Costs $  

ACCOUNT NAME(S), NUMBER(S) and AMOUNT(S):  
Name Class of 2016 ASB  
Acct. #: 363  
$  
Name  
Acct. #:  
$  

Mike Coe  
Requesting Party  
12/8/15  
Date  

Ken Gregory  
Director of Transportation  
2/3/16  
Date  

[Approve/Minor or Recommend/Major  
Do not Approve/Minor or Not Recommended/Major  
(If transporting by bus or Charter)]  

IF MAJOR FIELD TRIP  

Director of Educational Services  
2/3/16  
Date  

Board Action  
Date  

[Recommend  
Not Recommended  
Approved  
Not Approved]  

ES-7  
Revised 8/04
AGENDA ITEM: Field Trip Request for CHS Symphonic Band to Attend the Disneyland Music Festival/Performance

Prepared by: Todd Filpula

[ ] Consent  Board Date March 23, 2016
[ ] Information Only
[ ] Discussion/Action

Background Information
The Chico High Symphonic Band has auditioned for and has been accepted as a performance group at Disneyland in Anaheim, CA on Sunday, April 3, 2016.

Educational Implications
The group will have the opportunity to interact with and learn from a group of Disney's professional performers and perform for hundreds of people at Disneyland.

Fiscal Implications
All money for the trip will be raised through fundraising activities by the students in the band and their parents.
FIELD TRIP REQUEST

TO: CUSD Board of Education  Date: 12/2/2015
FROM: Todd Filpula  School/Dept.: Chico High School
SUBJECT: Field Trip Request

Request is for  Chico High School Symphonic Band
(grade/class/group)

Destination: Anaheim, CA  Activity: Disney Music Festival/Performance

from  4/1/2016 8:00 am  to  4/4/2016 6:00 pm
(dates) / (times)

Rationale for Trip: The CHS Symphonic Band has auditioned for and has been accepted to play at Disneyland in Anaheim, CA. The band will have the opportunity to interact with and learn from a group of Disney's professional performance staff.

Number of Students Attending: 70  Teachers Attending: 2  Parents Attending: 5
Student/Adult Ratio: 10:1
Transportation: Private Cars  CUSD Bus  Charter Bus Name Silverado
Other:

All requests for bus or charter transportation must go through the transportation department - NO EXCEPTIONS.

ESTIMATED EXPENSES:

Fees $11,000.00  Substitute Costs $200.00  Meals $ N/A
Lodging $5,000.00  Transportation $10,000.00  Other Costs $

ACCOUNT NAME(S), NUMBER(S) and AMOUNT(S):

Name ASB  Acct. #:  $26,000.00
Name  Acct. #: $

Todd Filpula  Requesting Party  12/2/2015

Site Principal  Date  [ ] Approve/Minor  [ ] Do not Approve/Minor
[ ] Recommend/Major  [ ] Not Recommended/Major
(If transporting by bus or Charter)

Director of Transportation  Date

IF MAJOR/FIELD TRIP

Director of Educational Services  Date  [ ] Recommend  [ ] Not Recommended
[ ] Approved  [ ] Not Approved

Board Action  Date

ES-7
Revised 8/04
AGENDA ITEM: Field Trip Request for Chico High Ag/FFA Students to Attend FFA State Conference in Fresno, CA from 4/23/16 to 4/26/16

Prepared by: Courtney Champlin

X Consent  Board Date  March 23, 2016

Information Only

Discussion/Action

Background Information
Every year selected FFA students attend the State FFA Conference in Fresno.

Educational Implications
Students will have the opportunity to attend various leadership workshops where they will learn about teamwork, current agricultural issues in California and other leadership skills.

Fiscal Implications
FFA ASB account, Ag Incentive Account, and fundraising.
TO: CUSD Board of Education

FROM: Courtney Champlin

DATE: 3/10/16

School/Dept.: Chico High/Ag/FFA

SUBJECT: Field Trip Request

Request is for: CHS AG/FFA to attend FFA State Conference

Destination: Fresno, California Activity: FFA State Conference

From: April 23, 2016 10 a.m. to April 26, 2016 6:00 p.m.

Rationale for Trip: Students will meet other FFA students throughout the state of California. They will attend a variety of leadership workshops.

Number of Students Attending: 23 Teachers Attending: 3 Parents Attending: 

Student/Adult Ratio: 7:6:1

Transportation: Private Cars CUSD Bus Charter Bus Name

Other: X Enterprise Rental Car

All requests for bus or charter transportation must go through the transportation department - NO EXCEPTIONS.

ESTIMATED EXPENSES:

Fees $2,500 Substitute Costs $200 Meals $

Lodging $3,100 Transportation $1,000 Other Costs $

ACCOUNT NAME(S), NUMBER(S) and AMOUNT(S):

Name ASB FFA Acc. #: $3,400

Name Ag Incentive Acc. #: $3,400

Requesting Party 

Site Principal 

Date 3/10/16

Director of Transportation 

Date 

IF MAJOR FIELD TRIP

Director of Educational Services 

Date 3/11/16

Recommend Not Recommended 

Approved Not Approved
AGENDA ITEM: Field Trip Request for Chico High Ag/FFA Students to Attend Ag Field Day at Mocesto, CA from 4/1/16 to 4/2/16

Prepared by: Courtney Champlin

☐ Consent Board Date March 23, 2016

☐ Information Only

☐ Discussion/Action

Background Information
Students from across the state will compete during the field day. Our students will be competing in the Best Informed Greenhand contest.

Educational Implications
Students will learn new study skills in addition to test taking skills.

Fiscal Implications
Registration costs will be paid out of FFA ASB account. There will be no charge for lodging.
FIELD TRIP REQUEST

TO: CUSD Board of Education                     Date: 3/10/16
FROM: Courtney Champlin                          School/Dept.: Chico High Ag/FFA
SUBJECT: Field Trip Request

Request is for CHS FFA students

(grade/class/group)

Destination: Modesto, California     Activity: Ag Field Day

from April 1, 2016 to April 2, 2016

Rationale for Trip: Students will participate in the Ag Field Day Best Informed Greenhand contest.

Number of Students Attending: ___3___ Teachers Attending: ___1___ Parents Attending: ___0___

Student/Adult Ratio: 3:1

Transportation: Private Cars _______ CUSD Bus _______ Charter Bus Name _______
               Other: ___Ag truck___

All requests for bus or charter transportation must go through the transportation department - NO EXCEPTIONS.

ESTIMATED EXPENSES:

Fees $ 30.00     Substitute Costs $ 0     Meals $ 0
Lodging $ 0     Transportation $ 0     Other Costs $ 0

ACCOUNT NAME(S), NUMBER(S) and AMOUNT(S):

Name _______ FFA ASB Acct. #: __________________________ $ __________________________

Name __________________________ Acct. #: __________________________ $ __________________________


Approve/Minor  Do not Approve/Minor
or Recommend/Major  or
Not Recommended/Major

(IF transporting by bus or Charter)

Director of Transportation

3/10/16

3/10/16

3/11/16

Director of Educational Services

3/11/16

Board Action

3/11/16

Approved  Not Approved

ES-7
Revised 8/04
AGENDA ITEM: Field Trip Request for CHS ITEC Students to Attend the Skills USA Conference in San Diego, CA from 3/31/16 to 4/3/16

Prepared by: Mike Bruggeman and Gary Loustale

[ ] Consent  Board Date March 23, 2016

[ ] Information Only

[ ] Discussion/Action

**Background Information**
SkillsUSA is a partnership of students, teachers and industry working together to help ensure America has a skilled workforce. SkillsUSA helps each student excel in leadership and specific content areas.

**Educational Implications**
All contests and leadership materials are aligned with industry and curricular state standards. Students attending this conference/competing in the contests will be better prepared for career and college by the knowledge and experience they will gain. Additionally, scholarships are awarded to top winners in certain curricular contests.

**Fiscal Implications**
Funding will be a number of resources. Butte County ROP, the ITEC account, and fundraising.
FIELD TRIP REQUEST

TO: CUSD Board of Education Date: 3-10-16
FROM: Mike Bruggeman and Gary Loustale School/Dept.: Chico High School, ITEC
SUBJECT: Field Trip Request

Request California Skill USA Conference
(grade/class/group)
Destination: San Diego CA. Activity: Skills USA Conference

from 3-31-2016 / (dates) / (times) to 4-3-2016 / (dates) / (times)

Rationale for Trip: Students will compete at the state conference for a chance to compete nationally.

Number of Students Attending: 11 Teachers Attending: 1 Parents Attending: 0
Student/Adult Ratio: 11-1
Transportation: Private Cars CUSD Bus Charter Bus Name: Silverado Stages
Other:

All requests for bus or charter transportation must go through the transportation department - NO EXCEPTIONS.

ESTIMATED EXPENSES:
Fees $1,920 Substitute Costs $Paid by BCOE Meals $400
Lodging $2,036 Transportation $Paid by BCOE Other Costs $

ACCOUNT NAME(S), NUMBER(S) and AMOUNT(S):
Name_Gary_Loustale Acct. #: 01-6382-0-3821-1000-5800-010-2010 $2,612
Name_Mike Bruggeman Acct. #:01-9123-0-3804-1000-5200-010-2010 $1,744

3/11/6
Requesting Party

3/11/6
Site Principal

2/28/16
Director of Transportation

3/11/6
IF MAJOR FIELD TRIP

Director of Educational Services

Board Action

ES-7
Revised 8/04
AGENDA ITEM: Field Trip Request for PVHS Music Department to Perform at the Reno Jazz Festival in Reno, Nevada from 4/28/16 to 4/30/16

Prepared by: Ryan Heimlich, PVHS Music Department

☑ Consent

☐ Information Only

☐ Discussion/Action

Board Date March 23, 2016

Background Information

The PVHS Music Department is planning a trip in April of 2016 to participate in the Reno Jazz Festival in Reno, Nevada. Schools from all over the country will participate in this international music festival, which includes a day of performing, listening to both schools and professionals. It is truly a remarkable and educational event.

Education Implications

Students one day of school (Friday), and they will be responsible for any work missed. However, the experiences had, information learned, and memories made on this trip will be long lasting.

Fiscal Implications

This trip will be paid for through a combination of fundraising and donations as coordinated by the Band/Choir ASB Clubs and the Music Boosters through the North Valley Community Foundation.
CHICO UNIFIED SCHOOL DISTRICT
1163 East Seventh Street
Chico, CA 95928-5999
(530) 891-3000

FIELD TRIP REQUEST

TO: CUSD Board of Education  Date: 2/22/2016
FROM: Ryan Heimlich, PVHS Music  School/Dept.: Pleasant Valley High School
SUBJECT: Field Trip Request

Request is for PVHS Jazz Band performance at the Reno Jazz Festival (grade/class/group)
Destination: Reno, NV  Activity: performance at the Reno Jazz Festival

from 4/28/16 3pm  to 4/30/2016 6pm
(dates) / (times)
Rationale for Trip: students will perform at the Reno Jazz Festival and work with professionals in the field, as well as listen to student and professional groups
Number of Students Attending: 35  Teachers Attending: 1  Parents Attending: 6
Student/Adult Ratio: 5:1
Transportation: Private Cars X  CUSD Bus  Charter Bus Name
Other:
All requests for bus or charter transportation must go through the transportation department - NO EXCEPTIONS.

ESTIMATED EXPENSES:

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<th>Fees</th>
<th>$900</th>
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<tbody>
<tr>
<td>Lodging</td>
<td>$2000</td>
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<tr>
<td>Substitute</td>
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<tr>
<td>Meals</td>
<td>$0</td>
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<tr>
<td>Transportation</td>
<td>$500</td>
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<tr>
<td>Other Costs</td>
<td>$</td>
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</tbody>
</table>

ACCOUNT NAME(S), NUMBER(S) and AMOUNT(S):

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<thead>
<tr>
<th>Name</th>
<th>Acct. #:</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>PVHS ASB Music</td>
<td></td>
<td>$3500</td>
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Requesting Party  Date: 2/27/16
Site Principal  Date: 2/26/16
Director of Transportation  Date

IF MAJOR/FIELD TRIP

Director of Educational Services  Date: 3/2/16
Board Action  Date

[Signatures and checkboxes for approval]
AGENDA ITEM: Revision to Consultant Agreement with Loy Mattison (Mattison Enterprises)

Prepared by: John Vincent, Director – Information Technology

Consent Board Date March 23, 2016

Information Only

Discussion/Action

Background Information

ERATE program provides discounts to assist most schools and libraries. The Schools and Libraries program supports connectivity for communications using telecommunications services and/or the Internet. Due to the complexity of the program and the rules which must be followed, Chico USD has used a consultant for many years to help with this process.

With the need to maximize any and all funding sources, we find the need to have a consultant who can provide us with more than just filling in the forms and answering questions when they arise. Mattison Enterprises helps meet all the requirements and shows us all our telecommunications billing/credits as part of the ERATE program. This helps to assure we are getting the full refunds we qualify for and are completing all parts of the process correctly.

Fiscal Implications

There is no impact to the general fund. Mattison Enterprises bills at an hourly rate of $110 per hour. The estimate for our district is between 60-80 hours or $6,600-$8,800. We are billed only for the hours used.

With the change in ERATE rules and the extensive number of projects related to 1:1 we are using many more hours than usual during the 2015-16 school year. We are asking for an additional $8,000 to compensate Mattison Enterprises for this extra time.
CHICO UNIFIED SCHOOL DISTRICT
Business Services
1163 E. 7th Street, Chico, CA 95928
(530) 891-3000

CONSULTANT AGREEMENT

1. A completed BS10a. "Certificate of Independent Consultant Agreement" guideline is:
   ○ On File (click to view)  ○ Attached if not on file

2. A completed WR "Request for Taxpayer Identification Number and Certification" form is:
   ○ On File (click to view)  ○ Attached if not on file

This Agreement to furnish certain consulting services is made by and between Chico Unified School District and:

Name: Loy Mattison - Mattison Enterprises
Street Address/POB: 7038 Almond Hill Court
City, State, Zip Code: Orangevale, CA 95662
Phone: 916-849-0502
Taxpayer ID/SSN:

This agreement will be in effect from: 7/1/2015 to: 6/30/2016
Location(s) of Services:

3. Scope of Work to be performed: (attach separate sheet if necessary)
   ERATE consulting - refine scope of work, walk through safety meetings, completion of ERATE forms/submission documentation, vendor/district communication, construction management, review bills for appropriate rebates

4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant Services:
   To complete ERATE application process, to appropriately deploy technology, to effectively deliver curriculum and manage the operation of the district

5. Funding/Programs Affected: (corresponding to accounts below)
   1) California Teleconnect Fund (CTF) or Discounted Advanced Services
   2)
   3)

6. Pct. (%)  Fund  Resource  Proj/Yr  Goal  Function  Object  Site  Manager
   1) 100a  01  0000  0  0000  7700  5900  570  5400
   2)
   3)

7. Is there an impact to the General Fund, Unrestricted funding?  ○ Yes  ○ No

8. Payment to Consultant: For services actually rendered and supported by Consultant initiated invoices, the District will pay consultant not to exceed the payment criteria as follows:

   $ 110.00 Per Unit, times 80.00 #Units =  $ 8,800.00 Total for Services

9. Additional Expenses
   Additional Hours $8,000.00
   $ 8,000.00
   $ 0.00 Total of Additional Expenses
   Revised Total - $16,800.00 Grand Total

Amounts of $5,001.00 or more require Board Approval: (date to Board)
CONSULTANT TERMS AND CONDITIONS
(Applicable, unless determined to be Contract Employee-See BS 102)

Consultant Name:

1. The Consultant will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Consultant Agreement. Consultant shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Consultant's employees.
2. Consultant shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page 1 of this Agreement.
3. In the performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.
4. If applicable, the Consultant will certify in writing, using Administration Form #3815.6, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
5. Consultant agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Consultant's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Consultant, and/or the Consultant's employees or agents.
6. Consultant will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum $1,000,000 combined single limits of general liability and automobile coverage as required by the District.
7. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
8. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become applicable to Consultant, Consultant's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.
9. The District will determine whether the Consultant will be paid by vendor check as a Consultant or payroll check as a Contract Employee (with taxes withheld) by reviewing the completed Certificate of Independent Consultant Agreement (a blank sample may be viewed at: http://www.chicagoland.org/documents/BUSINESS/Consultant_Agreement.pdf). IRS publication 7104 and IRS Ruling 87-41 will assist in determining the payment method applied to this Agreement.
10. Consultant shall provide an original invoice to the Originating Administrator. Consultant shall be paid within 30 days of receipt of invoice and authorization of payment forwarded to the CUSD Accounts Payable department along with the original Invoice.
11. Either party may terminate this agreement, with or without cause, upon 30 days written notice to the other. Vendor shall be paid for work actually performed as of the date of receipt of such notice.

12. AGREED TO AND ACCEPTED: (If determined to be a Contract Employee, a payroll check will be issued with applicable taxes withheld.)

Loy Mattison
(Printed Name)
6/19/2015

John Vincent, Dir IT
(Printed Name)
6/23/15

David Scott, Asst. Sup
(Printed Name)
6/25/2015

Kevin J. Bellmera
(Printed Name)
6/29/15

13. RECOMMENDED:

14. APPROVED:

15. Authorizations for Payments:

CHECK REQUIRED (Invoice to accompany payment request):

☐ Partial Payment through:

☐ Full or Final Payment

Date

DISPOSITION OF CHECK by Accounts Payable:

☐ Send to Site Administrator:

☐ Mail to Consultant

(Date Check Required)

(Amount) 

(Originating Administrator Signature - Use blue ink) 

(Date)

rev4.0 (04/12)
Background Information
E-Rate is the commonly used name for the Schools and Libraries Program of the Universal Service Fund, which is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC). E-Rate provides discounts to eligible schools and libraries for Telecommunications Services, Internet Access, and Internal Connections. We participate in the E-Rate program every year for telecommunications and Internet access and in the internal connections for schools with a high percentage of students qualifying for free and reduced meals. The discounts and rebates are based on a calculation from the free and reduced meals. We posted these three Requests for Proposals (RFP) for the 2016-17 E-Rate year. The RFPs included racking, network cabling, wireless access points and electronics. The calculated discounts are the percentage that USAC will cover for eligible services and CTF is the California Teleconnect Fund (CTF) from the Public Utilities Commission (PUC). Below is a summary of the projects and projected funding totals.

<table>
<thead>
<tr>
<th>Internal Connection Projects</th>
<th>Vendor Recommended</th>
<th>Project Total</th>
<th>USAC Portion</th>
<th>E-Rate Y18 Reimbursements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Racking and Cabling Infrastructure</td>
<td>NWN</td>
<td>$224,395.02</td>
<td>$76,603.55</td>
<td>$147,791.47</td>
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<td>Wireless Access Points</td>
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<td>$112,321.15</td>
<td>$67,392.69</td>
<td>$44,928.46</td>
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<tr>
<td>Electronics</td>
<td>NWN</td>
<td>$43,950.30</td>
<td>$25,370.18</td>
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<td></td>
<td><strong>$380,666.47</strong></td>
<td><strong>$170,366.42</strong></td>
<td><strong>$210,300.05</strong></td>
</tr>
</tbody>
</table>

Sites: Disaster Recovery (Bidwell), Emma Wilson, Hooker Oak, Little Chico Creek, Neal Dow, Shasta, Sierra View

We selected the above Recommended Vendors for internal connections in the 2016-17 E-Rate year. The vendors had the lowest responsible bids as specified in the RFP.

Educational Implications
Many of our campuses are in great need of replacing the network cabling and equipment. The projects for internal connections at all included sites would give the campuses a better, more reliable network and expand wireless (WiFi) access to all included campuses. This would improve accessibility for student and teachers.

Fiscal Implications
The projects will bring over $380,000 of new infrastructure to CUSD at an approximate cost to the district of just over $210,000. The CUSD portion for Internal Connection Projects could be paid for by measure E (bond) money or from the general fund. The chances for the Internal Connection Projects to be funded are very good.

Recommendation:
Approval to sign PO/contract with recommended vendors for the 2016-17 E-rate funding year if USAC approves funding.
PROPOSED AGENDA ITEM: 2016-17 E-Rate Internal Connections Budget Revision
Prepared by: John Vincent, Director – Information Technology

☐ Consent  Board Date  March 23rd, 2016
☐ Information Only
☐ Discussion/Action

Background Information
E-Rate is the commonly used name for the Schools and Libraries Program of the Universal Service Fund, which is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC). E-Rate provides discounts to eligible schools and libraries for Telecommunications Services, Internet Access, and Internal Connections. We participate in the E-Rate program every year for telecommunications and Internet access and in the internal connections for schools with a high percentage of students qualifying for free and reduced meals. The discounts and rebates are based on a calculation from the free and reduced meals. We posted four Requests for Proposals (RFP) for the 2016-17 E-Rate year. The RFPs included network cabling and new construction cabling. The calculated discounts are the percentage that USAC will cover for eligible services and CTF is the California Teleconnect Fund (CTF) from the Public Utilities Commission (PUC). Below is a summary of the projects and projected funding totals.

Additional one-time monies have become available due to savings realized on a previous fiber cabling project at Chico High School and Pleasant Valley High School. Those monies are available to be used at Chico High School and Pleasant Valley High School on this project.

<table>
<thead>
<tr>
<th>Internal Connection Projects</th>
<th>Vendor Recommended</th>
<th>Project Total</th>
<th>USAC Portion</th>
<th>One-Time Monies</th>
<th>E-Rate Y18 Reimbursements</th>
<th>CUSD Bond Monies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cabling Infrastructure</td>
<td>KS Telecom/Tec-Com</td>
<td>$729,500.00</td>
<td>$413,562.39</td>
<td>$222,500.00</td>
<td>$93,437.61</td>
<td>$</td>
</tr>
<tr>
<td>New Construction Cabling</td>
<td>KS Telecom</td>
<td>$141,900.00</td>
<td>$85,200.00</td>
<td>N/A</td>
<td>N/A</td>
<td>$56,700.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$871,400.00</td>
<td>$498,762.39</td>
<td>$222,500.00</td>
<td>$93,437.61</td>
<td>$56,700.00</td>
</tr>
</tbody>
</table>

Sites: Chapman, Citrus, McManus, Fair View, Parkview, Rosedale, Chico HS, Pleasant Valley HS, Marigold

We selected the above Recommended Vendors for internal connections in the 2016-17 E-Rate year. The vendors had the lowest responsible bids as specified in the RFP.

Educational Implications
Many of our campuses are in great need of replacing the network cabling and equipment. The projects for internal connections at all included sites would give the campuses a better, more reliable network and expand wireless (WiFi) access to all included campuses. This would improve accessibility for students and teachers.

Fiscal Implications
The projects will bring over $870,000 of new infrastructure to CUSD at an approximate cost to the district of $370,000. The CUSD portion for Internal Connection Projects could be paid for by measure E (bond) money or from the general fund. The chances for the Internal Connection Projects to be funded are very good.

Recommendation:
Approval to sign PO/contract with recommended vendors for the 2016-17 E-rate funding year if USAC approves funding.
AGENDA ITEM: Warrant Authorization

Prepared by: Jaclyn Kruger, Director Fiscal Services

☑ Consent

Board Date March 23, 2016

☐ Information Only

☐ Discussion/Action

Background Information
Warrants in the amount of $6,175,982.89 for the period of February 10, 2016 through March 15, 2016 have been reviewed and are ready for Board approval.

Educational Implications
Services and supplies are acquired by the District in support of the District's goals.

Fiscal Implications
The issuing of warrants affects all accounts and funds in the district and is supported by the District's approved budget.

<table>
<thead>
<tr>
<th>Fund</th>
<th>Description</th>
<th>Check Count</th>
<th>Expensed Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>General Fund</td>
<td>579</td>
<td>2,072,900.04</td>
</tr>
<tr>
<td>09</td>
<td>Charter Sch Spec Rev 3412</td>
<td>41</td>
<td>81,918.81</td>
</tr>
<tr>
<td>13</td>
<td>Cafeteria (3401)</td>
<td>72</td>
<td>195,212.11</td>
</tr>
<tr>
<td>22</td>
<td>Measure E (3428) 21 Cap Proj</td>
<td>7</td>
<td>85,995.04</td>
</tr>
<tr>
<td>25</td>
<td>Cap Fac State Cap (3408) 25-26</td>
<td>9</td>
<td>2,107,073.26</td>
</tr>
<tr>
<td>35</td>
<td>Cnty Sch Fac (3435)</td>
<td>6</td>
<td>987,372.74</td>
</tr>
<tr>
<td>42</td>
<td>sp Res Rda-Op thru (3427)40-43</td>
<td>6</td>
<td>29,800.35</td>
</tr>
<tr>
<td>76</td>
<td>Payroll Warrants</td>
<td>7</td>
<td>636,903.39</td>
</tr>
</tbody>
</table>

Total Number of Checks: 727
Less Unpaid Sales Tax Liability: 1,192.85
Net (Check Amount): 6,175,982.89
AGENDA ITEM: Independent Contractor Agreements

Prepared by: Kevin Bulterma, Assistant Superintendent Business Services

Consent Board Date March 23, 2016

Information Only

Discussion/Action

Background Information
Per Board Policy 3600, Consultants/Independent Contractor, all Consultant/Independent Contractor Agreements shall be brought before the board for approval.

Educational Implications
Per Board Policy 3600, the Board of Education authorizes the use of consultants/independent contractors to provide expert professional advice or specialized technical or training services which are not needed on a continuing basis and which cannot be provided by district staff because of limitations of time, experience or knowledge. Individuals, firms or organizations employed as consultants may assist management with decisions and/or project development related to financial, economic, accounting, engineering, legal, administrative, instructional or other matters.

Fiscal Implications
Consultant/Independent Contractor Agreement(s) to be paid from accounts noted on approval forms.
AGENDA ITEM: Bid Approval for Safety and Security Window Coverings at Chico High School

Prepared by: Julia Kistle, Director Facilities & Construction

Consent

Information Only

Discussion/Action

Board Date March 23, 2016

Background Information
On December 11, 2013, the CUSD Board of Education directed Staff to proceed with Phase 1 Quickstart Safety and Security Projects identified in the Facilities Master Plan (FMP). The Facilities and Construction Department issued an informal bid notice on February 1, 2016, for new window coverings and installation at Chico High School. Sealed bids were received on February 18, 2016.

The following bids were received:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>North State Blinds &amp; Draperies</td>
<td>$5,730.00</td>
</tr>
<tr>
<td>Redding Blinds &amp; Draperies</td>
<td>$11,167.85</td>
</tr>
</tbody>
</table>

Educational Implications
The District’s Strategic Plan states: “A safe, nurturing and inspiring environment is essential for individuals to thrive.”

Fiscal Implications
Facilities Master Plan Projects identified by the Board of Education will be funded with Measure E Bond funds. The use of these funds may facilitate leverage to gain additional funding from the State of California.

The proposed projects qualify as projects defined in the voter approved Measure E ballot language.

Recommendation
It is recommended that the Board of Education authorize the Superintendent or designee to enter into an agreement with North State Blinds & Draperies for window coverings and installation at Chico High School.
AGENDA ITEM: Bid Approval for Safety and Security Window Coverings at Pleasant Valley High School

Prepared by: Julia Kistle, Director Facilities & Construction

☐ Consent

☐ Information Only

☐ Discussion/Action

Board Date March 23, 2016

Background Information
On December 11, 2013, the CUSD Board of Education directed Staff to proceed with Phase 1 Quickstart Safety and Security Projects identified in the Facilities Master Plan (FMP). The Facilities and Construction Department issued an informal bid notice on February 1, 2016 for new window coverings and installation at Pleasant Valley High School. Sealed bids were received on February 18, 2016.

The following bids were received:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>North State Blinds &amp; Draperies</td>
<td>$15,045.00</td>
</tr>
<tr>
<td>Redding Blinds &amp; Draperies</td>
<td>$17,195.73</td>
</tr>
</tbody>
</table>

Educational Implications
The District's Strategic Plan states: “A safe, nurturing and inspiring environment is essential for individuals to thrive.”

Fiscal Implications
Facilities Master Plan Projects identified by the Board of Education will be funded with Measure E Bond funds. The use of these funds may facilitate leverage to gain additional funding from the State of California.

The proposed projects qualify as projects defined in the voter approved Measure E ballot language.

Recommendation
It is recommended that the Board of Education authorize the Superintendent or designee to enter into an agreement with North State Blinds for window coverings and installation at Pleasant Valley High School.
AGENDA ITEM: Cable Infrastructure Upgrades at CHS & PVHS Facilities Master Plan Technology Project

Prepared by: Julia Kistle, Director Facilities & Construction

☐ Consent Board Date March 23, 2016
☐ Information Only
☐ Discussion/Action

Background Information
On December 11, 2013, the CUSD Board of Education directed Staff to proceed with the technology phase of the Facilities Master Plan (FMP). In accordance with the Uniform Public Construction Cost Accounting Act, a request for informal bids for the Cabling Infrastructure upgrades at Chico High School and Pleasant Valley High were issued on February 8, 2016.

Responses were received on February 24, 2016. The bid results are listed below.

<table>
<thead>
<tr>
<th>Project</th>
<th>KS Telecom Bids</th>
<th>Tec-Com Bids</th>
<th>Alessandro Elec.</th>
<th>Walberg</th>
<th>UBC</th>
</tr>
</thead>
<tbody>
<tr>
<td>PVHS Cabling</td>
<td>$144,700.00</td>
<td>$80,500.31</td>
<td>No bid</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CHS Cabling</td>
<td>$105,000.00</td>
<td>$68,056.70</td>
<td>No bid</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trenching &amp; Conduit</td>
<td>$6,950.00</td>
<td>$14,660.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td>$249,700.00</td>
<td>$148,557.01</td>
<td>$6,950.00</td>
<td>$14,660.00</td>
<td></td>
</tr>
</tbody>
</table>

Educational Implications
The District’s Strategic Plan states: “A safe, nurturing and inspiring environment is essential for individuals to thrive.”

Fiscal Implications
The projects identified will be funded with discretionary “one-time” dollars.

Recommendation
It is recommended that the Board of Education authorize the Superintendent or designee to enter into a contract with (1) Tec-Com Inc. for the Cabling Infrastructure projects at CHS & PVHS and (2) Walberg Inc. for trenching and conduit.
AGENDA ITEM: Notice of Exemption of the California Environmental Quality Act
193 Leora Court

Prepared by: Julia Kistle, Director Facilities & Construction

X Consent  Board Date  March 23, 2016

☐ Information Only

☐ Discussion/Action

Background Information

In 1970 the California State Legislature enacted the California Environmental Quality Act (CEQA) as a means to require public agency decision makers to document and consider the environmental implications of their actions and/or projects. CEQA contains a number of exemptions from projects which have been determined to have minimal impact on the environment.

The Notice of Exemption (NOE) serves as public notice that a project is exempt from CEQA. The filing of an NOE and the posting on the list of notices start a 35-day statute of limitations period on legal challenges to the agency's decision that the project is exempt from CEQA.

The project is exempt from further review under the California Environmental Quality Act (CEQA) pursuant to §15061(b)(3) of the State CEQA Guidelines. The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Educational Implications
The District’s Strategic Plan states: “A safe, nurturing and inspiring environment is essential for individuals to thrive.”

Fiscal Implications
The filing fees of $50.00 per school will be paid out of the Fund 24, Advanced Authorization of Capital Projects.

Recommendation
It is requested that the Board of Education authorize the Director of Facilities and Construction to approve and execute the Notice of Exemption for the 193 Leora Court property purchase.
Notice of Exemption

To:  ■ Office of Planning and Research
      PO Box 3044, 1400 Tenth Street, Room 212
      Sacramento, CA 95812-3044

      ■ County Clerk
      County of:  Butte
      25 County Center Drive
      Oroville, CA  95965

From:  (Public Agency)  Chico Unified School District
        1163 East Seventh Street
        Chico, CA 95928
        (Address)

Project Title:  Property Purchase of 193 Leora Ct.

Project Location - Specific:  193 Leora Court, APN: 005-220-008

Project Location – City:  Chico  Project Location – County:  Butte

Description of Project:
The real property purchase of .86 acres may eventually be a campus expansion project of the adjacent Shasta Elementary School depending on future need and available funding. The District approved this purchase on March 23, 2016.

Name of Public Agency Approving Project:
Chico Unified School District

Name of Person or Agency Carrying Out Project:
Chico Unified School District

Exempt Status:  (check one)
- □ Ministerial (Sec. 21080(b)(1); 15268);
- □ Declared Emergency (Sec. 21080(b)(3); 15269(a)) / Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ■ Categorical Exemption. State type and section number:  Common Sense, Sec. 15061(b)(3)
- □ Statutory Exemptions. State code number:  

Reasons why project is exempt:  Property acquired by the District will not be put to another use until a future school project is developed and CEQA review and clearance on the proposed development is completed. A future school project is undefined at this time.

Lead Agency

Contact Person: Julie Kistle, Director – Facilities & Construction  Area Code/Telephone/Extension: (530) 891-3140

Signature: __________________________ Date: ______________ Title: Director – Facilities & Construction

- ■ Signed by Lead Agency
- □ Signed by Applicant

Date received for filing at OPR: __________________________

January 2004
Temporary Appointments – 2015/16

<table>
<thead>
<tr>
<th>Employee</th>
<th>Assignment</th>
<th>Effective</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kennedy, Kellie</td>
<td>School Nurse</td>
<td>3/02/16-6/02/16</td>
<td>0.4 FTE</td>
</tr>
<tr>
<td>Robbins, Christian</td>
<td>Elementary</td>
<td>2/22/16-6/02/16</td>
<td>1.0 FTE</td>
</tr>
</tbody>
</table>

Leave Requests

<table>
<thead>
<tr>
<th>Employee</th>
<th>Assignment</th>
<th>Effective</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barnum, Jane</td>
<td>Elementary</td>
<td>8/16/16-6/07/17</td>
<td>0.2 FTE Child Care</td>
</tr>
<tr>
<td>Cahoon, Annette</td>
<td>Elementary</td>
<td>8/16/16-6/07/17</td>
<td>0.2 FTE Personal</td>
</tr>
<tr>
<td>Clements, Katelyn</td>
<td>Elementary</td>
<td>8/16/16-6/07/17</td>
<td>(STRS Reduced Workload)</td>
</tr>
<tr>
<td>Coons, Emily</td>
<td>Special Education</td>
<td>8/16/16-6/07/17</td>
<td>1.0 FTE Personal</td>
</tr>
<tr>
<td>Crawford, Terri</td>
<td>Elementary</td>
<td>8/16/16-6/07/17</td>
<td>0.2 FTE Personal</td>
</tr>
<tr>
<td>Cunniff, Stephanie</td>
<td>Elementary</td>
<td>8/16/16-6/07/17</td>
<td>(STRS Reduced Workload)</td>
</tr>
<tr>
<td>Deadmond, Diane</td>
<td>Elementary</td>
<td>8/16/16-6/07/17</td>
<td>0.4 FTE Personal</td>
</tr>
<tr>
<td>Galler, David</td>
<td>Elementary</td>
<td>8/16/16-6/07/17</td>
<td>(STRS Reduced Workload)</td>
</tr>
<tr>
<td>Henderson, Donna</td>
<td>Elementary</td>
<td>8/16/16-6/07/17</td>
<td>0.2 FTE Personal</td>
</tr>
<tr>
<td>Isern, Jessica</td>
<td>Elementary</td>
<td>8/16/16-6/07/17</td>
<td>(STRS Reduced Workload)</td>
</tr>
<tr>
<td>Knecht, M. Jan</td>
<td>Elementary</td>
<td>8/16/16-6/07/17</td>
<td>0.2 FTE Child Care</td>
</tr>
<tr>
<td>Maples, Michelle</td>
<td>Special Education</td>
<td>8/16/16-6/07/17</td>
<td>0.4 FTE Personal</td>
</tr>
<tr>
<td>McLean, M. Shannon</td>
<td>Secondary</td>
<td>8/16/16-6/07/17</td>
<td>(STRS Reduced Workload)</td>
</tr>
<tr>
<td>Montgomery, Anne</td>
<td>Special Education</td>
<td>8/16/16-6/07/17</td>
<td>0.2 FTE Child Care</td>
</tr>
<tr>
<td>Moretti, Kevin</td>
<td>Secondary</td>
<td>8/16/16-6/07/17</td>
<td>1.0 FTE Child Care</td>
</tr>
<tr>
<td>Newman, Rebekah</td>
<td>Special Education</td>
<td>4/14/16-6/02/16</td>
<td>1.0 FTE CUTF President</td>
</tr>
<tr>
<td>Odlum, Rhonda</td>
<td>Special Education</td>
<td>8/16/16-6/07/17</td>
<td>0.1 FTE Personal</td>
</tr>
<tr>
<td>Parker, Julie</td>
<td>School Nurse</td>
<td>8/16/16-6/07/17</td>
<td>0.3 FTE Child Care</td>
</tr>
<tr>
<td>Parkin, Bonnie</td>
<td>Elementary</td>
<td>8/16/16-6/07/17</td>
<td>0.4 FTE Child Care</td>
</tr>
<tr>
<td>Pearce, Leigh</td>
<td>Speech</td>
<td>8/16/16-6/07/17</td>
<td>0.4 FTE Personal</td>
</tr>
<tr>
<td>Pulliam, Glenn</td>
<td>Elementary</td>
<td>8/16/16-6/07/17</td>
<td>(STRS Reduced Workload)</td>
</tr>
<tr>
<td>Tuttle, Cathy</td>
<td>Elementary</td>
<td>8/16/16-6/07/17</td>
<td>1.0 FTE Child Care</td>
</tr>
</tbody>
</table>

Retirements/Resignations

<table>
<thead>
<tr>
<th>Employee</th>
<th>Assignment</th>
<th>Effective</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andaya, Myra</td>
<td>Secondary</td>
<td>6/02/2016</td>
<td>Resignation</td>
</tr>
<tr>
<td>Fondelier, Lizzie</td>
<td>Secondary</td>
<td>6/02/2016</td>
<td>Resignation</td>
</tr>
<tr>
<td>Hudson, Erica</td>
<td>Elementary</td>
<td>6/02/2016</td>
<td>Resignation of 0.1 FTE (remaining as a 0.6 FTE employee)</td>
</tr>
<tr>
<td>Jarboe, Lauren</td>
<td>Elementary</td>
<td>6/02/2016</td>
<td>Resignation</td>
</tr>
<tr>
<td>Moore, Eva</td>
<td>School Nurse</td>
<td>6/02/2016</td>
<td>Resignation</td>
</tr>
<tr>
<td>Roth, Judi</td>
<td>Administration</td>
<td>6/30/2016</td>
<td>Retirement</td>
</tr>
<tr>
<td>Trudel, Valerie</td>
<td>Elementary</td>
<td>6/02/2016</td>
<td>Resignation</td>
</tr>
</tbody>
</table>
MEMORANDUM TO: Board of Education
FROM: Kelly Staley, Superintendent
SUBJECT: Classified Human Resources Actions

<table>
<thead>
<tr>
<th>ACTION NAME</th>
<th>CLASS/LOCATION/ASSIGNED HOURS</th>
<th>EFFECTIVE</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>APPOINTMENT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bowen, Cara</td>
<td>IPS-Classroom/CJHS/4.0</td>
<td>2/9/2016</td>
<td>Vacated Position</td>
</tr>
<tr>
<td>Carrillo, Hector</td>
<td>Grounds Worker/M &amp; O/8.0</td>
<td>3/1/2016</td>
<td>New Position</td>
</tr>
<tr>
<td>Cuevas, Aften</td>
<td>LT Cafeteria Assistant/Chapman/2.0</td>
<td>2/19/2016-3/31/2016</td>
<td>During Absence of Incumbent</td>
</tr>
<tr>
<td>Dyson, Hakeem</td>
<td>IPS-Classroom/Emma Wilson/6.0</td>
<td>2/29/2016</td>
<td>Vacated Position</td>
</tr>
<tr>
<td>Eggleston, Kelli</td>
<td>IPS-Classroom/LCC/3.5</td>
<td>2/29/2016</td>
<td>Vacated Position</td>
</tr>
<tr>
<td>Eggleston, Kelli</td>
<td>IPS-Classroom/Loma Vista/4.0</td>
<td>2/29/2016</td>
<td>Vacated Position</td>
</tr>
<tr>
<td>Flint, Nancy</td>
<td>Instructional Assistant/Hooker Oak/3.0</td>
<td>2/9/2016</td>
<td>Vacated Position</td>
</tr>
<tr>
<td>Garcia, Monita</td>
<td>Office Asst Elementary Attendance/Marigold/1.5</td>
<td>2/18/2016</td>
<td>New Position</td>
</tr>
<tr>
<td>Hovey, Elizabeth</td>
<td>School Bus Driver-Type 2/Transportation/6.8</td>
<td>2/3/2016</td>
<td>Existing Position</td>
</tr>
<tr>
<td>Hoyt, Cheryl</td>
<td>School Bus Driver-Type 2/Transportation/6.8</td>
<td>2/3/2016</td>
<td>Existing Position</td>
</tr>
<tr>
<td>Loughlin, Marisa</td>
<td>LT Cafeteria Assistant/PVHS/4.0</td>
<td>3/1/2016-3/31/2016</td>
<td>During Absence of Incumbent</td>
</tr>
<tr>
<td>Martin, Moryah</td>
<td>LT IPS-Classroom/Chapman/6.0</td>
<td>3/21/2016-6/2/2016</td>
<td>During Absence of Incumbent</td>
</tr>
<tr>
<td>McGahan, Mallorie</td>
<td>IPS-Classroom/Loma Vista/6.0</td>
<td>2/29/2016</td>
<td>Vacated Position</td>
</tr>
<tr>
<td>Porter, Cathy</td>
<td>Office Assistant/CHS/4.0</td>
<td>4/1/2016</td>
<td>Vacated Position</td>
</tr>
<tr>
<td>Potaski, Dinah</td>
<td>School Bus Driver-Type 2/Transportation/6.7</td>
<td>2/3/2016</td>
<td>Existing Position</td>
</tr>
<tr>
<td>Rodriguez, Martin</td>
<td>IPS-Classroom/Emma Wilson/4.0</td>
<td>3/10/2016</td>
<td>Vacated Position</td>
</tr>
<tr>
<td>Rudolph, Nicole</td>
<td>IPS-Classroom/Citrus/3.5</td>
<td>2/29/2016</td>
<td>Vacated Position</td>
</tr>
<tr>
<td>Skinner, Ellen</td>
<td>LT IA-Special Education/Neal Dow/5.0</td>
<td>2/18/2016-6/2/2016</td>
<td>During Absence of Incumbent</td>
</tr>
<tr>
<td>Sturty, Glenn</td>
<td>IPS-Classroom/Hooker Oak/6.0</td>
<td>2/29/2016</td>
<td>Vacated Position</td>
</tr>
<tr>
<td>Swanson, Michael</td>
<td>School Bus Driver-Type 2/Transportation/6.6</td>
<td>2/3/2016</td>
<td>Existing Position</td>
</tr>
<tr>
<td>Waslewska, Abigail</td>
<td>IPS-Classroom/Shasta/3.5</td>
<td>2/29/2016</td>
<td>Vacated Position</td>
</tr>
<tr>
<td>Waslewska, Abigail</td>
<td>IPS-Classroom/Parkview/3.0</td>
<td>2/29/2016</td>
<td>Vacated Position</td>
</tr>
<tr>
<td>PROMOTION</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Barth-Duch, Terry</td>
<td>School Office Manager/Neal Dow/8.0</td>
<td>2/22/2016</td>
<td>Vacated Position</td>
</tr>
<tr>
<td>LEAVE OF ABSENCE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fisher, Jamie</td>
<td>IA-Bilingual/LCC/4.0</td>
<td>2/25/2016-6/2/2016</td>
<td>Per CBA 5.2.9</td>
</tr>
</tbody>
</table>
### RESIGNATION/TERMINATION

<table>
<thead>
<tr>
<th>Name</th>
<th>Position/Department</th>
<th>Date Range</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>Googins, Oresta</td>
<td>IPS-Healthcare/Loma Vista/6.0</td>
<td>3/3/2016 - 6/2/2016</td>
<td>Per CBA 5.1</td>
</tr>
<tr>
<td>Liebgott, Amy</td>
<td>IPS-Visually Impaired/Hooker Oak/6.0</td>
<td>2/18/2016 - 8/18/2016</td>
<td>Per CBA 5.12</td>
</tr>
<tr>
<td>Scowsmith, Kate</td>
<td>IPS-Classroom/Loma Vista/6.0</td>
<td>2/18/2016 - 6/2/2016</td>
<td>Per CBA 5.12</td>
</tr>
<tr>
<td>Slapar, Milena</td>
<td>IPS-Healthcare/PVHS/6.0</td>
<td>3/11/2016 - 6/2/2016</td>
<td>Per CBA 5.1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Position/Department</th>
<th>Date Range</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>Combs, Tommy</td>
<td>Maintenance Worker/M &amp; O/8.0</td>
<td>3/11/2016</td>
<td>Voluntary Resignation</td>
</tr>
<tr>
<td>Employee #13938</td>
<td></td>
<td>2/22/2016</td>
<td>Released During Probation</td>
</tr>
<tr>
<td>Glass, JoAnn</td>
<td>Instructional Assistant/McManus/3.0</td>
<td>3/24/2016</td>
<td>PERS Retirement</td>
</tr>
<tr>
<td>Glass, JoAnn</td>
<td>Instructional Assistant/Chapman/1.3</td>
<td>3/24/2016</td>
<td>PERS Retirement</td>
</tr>
<tr>
<td>Ortiz, Dianna</td>
<td>IA-Bilingual/Citrus/4.0</td>
<td>3/3/2016</td>
<td>Voluntary Resignation</td>
</tr>
<tr>
<td>Pforsich, Lori</td>
<td>Elementary Guidance Specialist/Marigold/3.5</td>
<td>3/10/2016</td>
<td>Voluntary Resignation</td>
</tr>
<tr>
<td>Sours, Mary</td>
<td>Office Assistant/CHS/4.0</td>
<td>3/31/2016</td>
<td>PERS Retirement</td>
</tr>
</tbody>
</table>

### RESIGNED ONLY POSITION LISTED

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Date Range</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barth-Duch, Terry</td>
<td>Sr Office Assistant</td>
<td>2/21/2016</td>
<td>Promotion</td>
</tr>
<tr>
<td>Porter, Cathy</td>
<td>Parent Clerical Aide-Restricted/CHS/4.0</td>
<td>3/31/2016</td>
<td>Voluntary Resignation</td>
</tr>
</tbody>
</table>
AGENDA ITEM: 2016 Butte County Spelling Bee

Prepared by: Ted Sullivan

☑ Consent
☐ Information Only
☐ Discussion/Action

Board Date March 23, 2016

Background Information
Introduction of BCOE Spelling Bee winners. CUSD is proud to welcome the top two finishers in this year’s Butte County Spelling Bee, and acknowledge their accomplishment.

The Runner up is Renton McGregor, from Marigold Elementary.
The Champion is Lorelei Kriss, from Parkview Elementary.

Educational Implications
None

Fiscal Implications
None
AGENDA ITEM: New Course Proposal, Gardening

Prepared by: Annie Adamian, BJHS Teacher and Science 7 Students

☐ Consent  Board Date March 23, 2016
☐ Information Only
☒ Discussion/Action

Background Information

This elective course will support students in learning life sustainability skills through gardening. Students created this course with guidance and structure from their teacher, Ms. Adamian. The unit components connect to the science of plants, agricultural biology, and organic gardening. This course has the potential to be added to the CTE group of courses that have been or will be approved at junior high schools to connect with the CTE courses at high schools.

Educational Implications

Created by students for students: This course engages students in hands-on activities, including how to grow their very own garden! Students can grow food, plant flowers, and make Bidwell Junior High School look amazing! Students will learn the basics of growing their own plants, and support our school with a healthier environment. They will learn to plant, maintain, and harvest foods, as well as share the goods produced with our school community.

This course will provide students:
- Knowledge for those that don’t know where food comes from.
- Responsibility.
- Foods that are natural and healthy for the school so everyone can be healthier.
- Knowledge about plants, how to grow their own food, and can provide the school with color and natural foods.
- Inspire students to grow their own plants.
- Learn about agriculture early and prepare for college.

This course will prepare students:
- To help them make food.
- With skills to have access to foods and become self-sufficient.
- In the future when they may want to grow their own food or supply it for others.
- With more activities and it is an outdoor activity.
• To learn to make healthy/home grown fruits and vegetables.
• With how plants grow.
• With knowing the difference between GMO and organic vegetables and fruits.
• If they want to eat healthier.
• For the responsibility of having to take care of things, which is a vital thing to have in life.

**This course will benefit students:**

• Plant education.
• Learn how to garden.
• Learn to take care of living things.
• Working outside in an active environment.
• Surrounding students with a healthier environment and knowledge about plants, including how to grow them.
• Teaching students how to grow and care for plants.
• Help students know what we are eating.
• Students will be more proud of their school.
• It will benefit the students who aren’t in the gardening elective too by getting fresh natural foods.

The gardening elective will benefit our school financially, esthetically, and morally. First of all, the elective will support students at our school with fresh organic foods, while receiving an education at the same time. Also, this elective will provide the school with color and variety. Furthermore, the gardening elective will allow students to grow their own food. Overall, this elective would provide fresh natural foods for the school, provide a proper education on plants, and be an elective that would keep students active while making our school a much healthier place.

**Fiscal Implications**

We are currently in collaboration with several local and external organizations including Grub Ed and Collective School Garden Network. Beyond the initial startup (which we anticipate to have funded by organizations beyond CUSD and developed by June of this year), this course requires funding for texts at an initial cost of $2,000.
NEW COURSE PROPOSAL OUTLINE

Course Title: Gardening
Grade Level: 6th, 7th, and 8th
Required/Elective: Elective
Length/Credits: Semester
Prerequisites: None

I. Course Rationale and Description:

    The gardening elective will benefit our school financially, esthetically, and morally. First of all, the elective will support students at our school with fresh organic foods, while receiving an education at the same time. Also, this elective will provide the school with color and variety. Furthermore, the gardening elective will allow students to grow their own food. Overall, this elective would provide fresh natural foods for the school, provide a proper education on plants, and be an elective that would keep students active while making our school a much-healthier place.

    This course will provide students:
    - Knowledge for those that don’t know where food comes from.
    - Responsibility.
    - Foods that are natural and healthy for the school so everyone can be healthier.
    - Knowledge about plants, how to grow their own food, and can provide the school with color and natural foods.
    - Inspire students to grow their own plants.
    - Learn about agriculture early and prepare for college.

    This course will prepare students:
    - To help them make food.
    - With skills to have access to foods and become self-sufficient.
    - In the future when they may want to grow their own food or supply it for others.
    - With more activities and it is an outdoor activity.
    - To learn to make healthy/home grown fruits and vegetables.
    - With how plants grow.
    - With knowing the difference between GMO and organic vegetables and fruits.
    - If they want to eat healthier.
    - For the responsibility of having to take care of things, which is a vital thing to have in life.

    This course will benefit students:
    - Plant education.
    - Learn how to garden.
    - Learn to take care of living things.
    - Working outside in an active environment.
• Surrounding students with a healthier environment and knowledge about plants, including how to grow them.
• Teaching students how to grow and care for plants.
• Help students know what we are eating.
• Students will be more proud of their school.
• It will benefit the students who aren’t in the gardening elective too by getting fresh natural foods.

This course will benefit the school:
• Make school more colorful, interesting, and surprising.
• Increased student engagement.
• It can also provide our foods (cooking) elective with food.
• A cleaner, healthier environment, which will consist of more colorful surroundings, and supply fresh healthy food choices to the cafeteria’s menus. Overall, it will make Bidwell a safer, healthier school for all of its students and staff.
• Providing a free food source, a more vibrant looking campus, and it shows how Bidwell is a healthy place which helps our school gain more popularity among the community.
• It will provide the school with another elective for our incoming 6th graders.
• School will have more greenery.

II. Instructional and Supplemental Materials:

Approved Core Instructional Materials: Texts to be determined.

Supplemental Materials: Supplies and Resources: School Garden Checklist (letsmove.gov; Office of State Superintendent of Education); Lifelab.org; Collective School Garden Network; Farm to School; Butte County Master Gardener; UC extension

Access and Equity: Raised flower/garden beds, wheelchair accessible pathways, modified tools, and access to educational materials.

III. Course Outline/Standards/ Instructional Methods/Assessments:
Prepare a course outline that indicates the following: 1) name of unit; 2) time allocated for the unit; 3) standards addressed in each unit (please use Content Standards Framework numbering system and write out each standard); 4) Instructional strategies used in each unit; 5) Assessments utilized. (Use additional pages as needed.)
<table>
<thead>
<tr>
<th>Unit Name</th>
<th>Standards Addressed</th>
<th>Time</th>
<th>Instructional Strategies</th>
<th>Assessments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Introduction to Gardening</td>
<td>G3.0 Students understand plant physiology and growth principles</td>
<td>2 wks</td>
<td>Diagrams (examples), stations, projects, visual aids, posters, reading, quick writes, hands-on, notes, labs/experiments</td>
<td>Models, whiteboards, diagrams, team test/tests, posters, quizzes, speeches/presentations</td>
</tr>
<tr>
<td>Plant &amp; Soil Science</td>
<td>G6.0 Students understand soils and plant production G8.0 Students understand effective water management practices</td>
<td>4 wks</td>
<td>Water labs/experiments, group work, stations, class discussion, games, activities, whiteboards (vocabulary development), hands-on, models, visual aids/pictures, writing</td>
<td>Team tests, lab tests (pictures/artifacts), quizzes, homework, posters</td>
</tr>
<tr>
<td>Plant Reproduction &amp; Development</td>
<td>G3.0 Students understand plant physiology and growth principles G4.0 Students understand sexual and asexual reproduction of plants</td>
<td>3 wks</td>
<td>Hands-on, games, songs/plays, labs/experiments</td>
<td>Drawings, labs, projects, team tests</td>
</tr>
<tr>
<td>Organic Farming Practices</td>
<td>G5.0 Students understand pest problems and management</td>
<td>3 wks</td>
<td>Activities, hands-on, whiteboards, labs/experiments, lecture/short lecture, games, examples, stations, interactive projects</td>
<td>Posters, drawings, whiteboards, experiments based on data known</td>
</tr>
<tr>
<td>Crop Management</td>
<td>G10.0 Students understand local crop management and production practices.</td>
<td>3 wks</td>
<td>Pair share, Reading/Reading aloud, documentary videos, lecture, hands-on, diagrams, pictures, visuals</td>
<td>Team test, Posters, Presentations</td>
</tr>
<tr>
<td>Agriculture Biology</td>
<td>G9.0 Students understand the concept of an “agrosystem” approach to production G11.0 Students understand plant biotechnology</td>
<td>3 wks</td>
<td>Activities, note taking, hands-on, whiteboards, group work, labs/experiments, games, songs/plays, drawings/pictures, models, class discussion, pair-share, stations, quick writes, visual aids/pictures</td>
<td>Projects, tests, pictures with labels, presentations, slide shows, posters, quizzes, reports</td>
</tr>
</tbody>
</table>
IV. Instructional Methods: Please indicate instructional methods to be used for special needs students, including Special Education, English Language Learners, and Honors. See (p. 3)

V. Grading Policy:

Final Grade: Grades will be assigned based on percentage of points earned:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>A+</td>
<td>97 – 100%</td>
</tr>
<tr>
<td>A</td>
<td>94 – 96.9%</td>
</tr>
<tr>
<td>A-</td>
<td>90 – 93.9%</td>
</tr>
<tr>
<td>B</td>
<td>87 – 89.9%</td>
</tr>
<tr>
<td>B+</td>
<td>84 – 86.9%</td>
</tr>
<tr>
<td>B-</td>
<td>80 – 83.9%</td>
</tr>
<tr>
<td>C+</td>
<td>77 – 79.9%</td>
</tr>
<tr>
<td>C</td>
<td>74 – 76.9%</td>
</tr>
<tr>
<td>C-</td>
<td>70 – 73.9%</td>
</tr>
<tr>
<td>D+</td>
<td>67 – 69.9%</td>
</tr>
<tr>
<td>D</td>
<td>64 – 66.9%</td>
</tr>
<tr>
<td>D-</td>
<td>60 – 63.9%</td>
</tr>
<tr>
<td>F</td>
<td>0 – 59.9%</td>
</tr>
</tbody>
</table>

Definitions of Grades:

A-Superior Work:
- A level of achievement so outstanding that it is normally attained by relatively few students.

B-Very Good Work:
- A high level of achievement clearly better than adequate competence in the subject matter/skill, but not as good as the unusual, superior achievement of students earning an A.

C-Adequate Work:
- A level of achievement indicating adequate competence in the subject matter/skill. This level will usually be met by a majority of students in the class.

D-Minimally Acceptable Work:
- A level of achievement which meets the minimum requirements of the course.

F-Unacceptable Work:
- A level of achievement that fails to meet the minimum requirements of the course. Not passing.

Aligned with State Frameworks: (X) Yes    ( ) No
CSU/UC Requirement: ( ) Yes    (x) No
Sites offered: Bidwell Junior High School
Chico Unified School District – Secondary New Course Proposal - Signature Page

Course Title: Gardening
Submitted by: 7th grade students at Bidwell JHS, with support from Adamian and Hass
Department: Elective
School: Bidwell Junior High School
Planned Start Date: 2016-17 school year

Approvals (Signature & Date):

Dept. Chair/Admin. (High Schools)
Chico High
PVHS
Alt. Ed.
Inspire

Dept./Admin. (Jr. High)
Bidwell
Chico Jr.
Marsh
Alt. Ed.

Educational Services

- If rejected, return to originator with rationale or conditions for approval.

- If approved, date taken to board of education for board approval:

  - Board of Education action: ☐ Approve ☐ Reject
AGENDA ITEM: Approval of Contract – CliffordMoss, Public Information Services

Prepared by: Kevin Bulterma – Assistant Superintendent, Business Services

☐ Consent  Board Date  March 23, 2016

☐ Information Only

☒ Discussion/Action

Background Information

The Chico Unified School District (CUSD) has been working to determine if additional funds can be raised to implement the district’s Facility Master Plan (FMP) through a new bond ballot measure. Part of the information gathering includes public engagement and how to best structure a bond program that allows access to needed capital while providing tax payers a fiscally responsible program.

CUSD hired CliffordMoss with board approval for public information and election services for the months of October 2016 through March 2016. At the time of the original contract, there was investigation into a June election which would end the need for CliffordMoss’s services in March. It has been determined a November election is more realistic for a bond measure and thus these services are needed until the board takes action on whether to approve or not approve a bond ballot measure for November 2016. Please note, these services are for information gathering to assist the board with deciding if a possible bond measure is feasible. The services are not for a campaign or advocacy for a possible new bond.

Educational Implications

The District’s Strategic Plan states: “A safe, nurturing and inspiring environment is essential for individuals to thrive.”

Fiscal Implications

CliffordMoss’s fees are $5,000 per month. The original contract with CliffordMoss was effective October 1, 2015 through March 31, 2016 for a total cost of $30,000. The recommendation is to extend the contract to August 12, 2016 or when Board places a bond measure on the Ballot, whichever comes first at an estimated cost of $25,000. The fees would be paid from the districts unrestricted operating budget and would not be passed on to taxpayers through issuance of debt.
March 1, 2016

Kevin Bultema  
Assistant Superintendent  
Business Services  
Chico Unified School District  
1163 E. 7th Street  
Chico, CA 95928  

Re: Addendum to our Agreement for Professional Services between Chico Unified School District and CliffordMoss LLC

Dear Kevin:

This letter operates as an Addendum to the 2015 Agreement between CliffordMoss ("Provider") and Chico Unified School District ("Client"). This Addendum extends our original Agreement (fully executed on 10/8/15), modifying the expiration date only, described below.

Restart Date: April 1, 2016  
Expiration Date: August 12, 2016 (or when the Board places a bond measure on the Ballot – whichever is first)

All other terms of the Agreement shall remain unchanged.

Provider: CliffordMoss  
Address: 5111 Telegraph Avenue Suite 307, Oakland 94609

By: ___________________________ Date: ____________  
Tom Clifford, Principal

Client: Chico Unified School District  
Address: 1163 E. 7th Street, Chico, CA 95928

By: ___________________________ Date: ____________  
Kevin Bultema, Assistant Superintendent
AGENDA ITEM: Property Purchase – 193 Leora Court, Chico CA 95973

Prepared by: Kevin Bultega, Assistant Superintendent, Business Services

☐ Consent Board Date March 23, 2016

☐ Information Only

☒ Discussion/Action

Background Information
Shasta Elementary is a school impacted by the size of student enrollment. While only a few of the portables on the site are older than 1991, the sheer numbers of portables and the small size of the site creates an overburdened site plan with difficult circulation and supervision.

Property adjacent to the Shasta Elementary School has been for sale. The land parcel is approximately .86+/- acres. Purchasing the adjacent property and expanding the campus could create a new vision for Shasta Elementary. Chico Unified School District's (CUSD) current Facility Master Plan (FMP) calls for a two-story structure to be built in Phase III of the plan. A two-story structure requires an elevator for access. Purchasing the adjacent property would remove the need for a two-story structure which would be more cost efficient and better suited for the elementary school student population. The property expansion could allow the removal of most of the portables and allow for flexibility in future building placement.

The district has been in negotiations to purchase the property at 193 Leora Court, Chico CA 95973. The district has been successful in negotiating the sale of the property and brings a sales agreement to the board for approval.

Educational Implications
The District’s Strategic Plan states: “A safe, nurturing and inspiring environment is essential for individuals to thrive.”

Fiscal Implications
The purchase price of the property is $385,000. Funds will be recorded in Fund 24, Advanced Authorization of Capital Projects and may be reimbursed with future bond sales from Measure E or possibly from a new bond measure. However, the purchase of this property is directly related to impaction of student population and thus, if developer fee revenues are sufficient, the district would ultimately charge the purchase to Fund 25 – Developer Fees.

Recommendation
It is recommended that the Board of Education authorize the Superintendent or designee to enter into an agreement with the owners of property located at 193 Leora Court, Chico CA 95973 in accordance with the sale agreement documents.
February 18, 2016

Dee Ann Newton
9740 Lott Road
Durham, CA 95938

Thomas L. Horchler
83 Run Around Road
Oroville, CA 95965

Re: 193 Leora Court, Chico, California (Assessor’s Parcel Number 006-220-008)
Offer to Purchase Letter #3

Dear Property Owners:

On behalf of the Chico Unified School District ("Buyer"), I am pleased to present this Offer to Purchase Letter ("Offer") indicating the Buyer's intention to negotiate in good faith regarding the acquisition of certain real property as defined below ("Property") under the following general terms and conditions. This Offer sets forth the proposed basic terms for the negotiation of a Purchase and Sale Agreement ("Purchase Agreement") between the Buyer and Dee Ann Newton and Thomas L. Horchler ("Sellers").

1. PROPERTY: Approximately .86 +/- acres of real property located at 193 Leora Court in the City of Chico, County of Butte, California. The Property is identified as Assessor’s Parcel Number 006-220-008 ("Property").

2. BUYER: Chico Unified School District

3. SELLERS: Dee Ann Newton and Thomas L. Horchler

4. PURCHASE PRICE: Three Hundred Eighty Five Thousand Dollars ($385,000) ("Purchase Price").

5. OPENING OF ESCROW: Within five (5) business days of the parties' mutual execution of the Purchase Agreement and approval by the Buyer's Board of Education, escrow will be opened with Mid Valley Title and Escrow Company. Sellers must within five (5) days of opening escrow provide copies of all documents, reports, agreements, or other items in its possession or control relating to the Property.

6. CONTINGENCY/DUE DILIGENCE: The parties agree that transfer of the Property is contingent upon the Buyer completing all legal requirements which apply to the acquisition of real property by a
California public school district for school use, including but not limited to, the requirements of Education Code Section 17210, et seq., California Code of Regulations, Title 5, Section 14010 et seq., and the requirements of the California Environmental Quality Act (Public Resource Code Section 21001 et seq.) ("Buyer's Due Diligence").

Sellers will allow Buyer and Buyer’s consultants reasonable access to the Property to conduct testing and observation in order to complete Buyer’s Due Diligence. Testing may include, but not be limited to, environmental species, hazardous materials, toxic substances, earthquake and flood, and other testing, inspections, investigations, examinations, and studies as Buyer deems necessary. Buyer will return the Property and all physical features and structures on it as nearly as possible to its original condition, at sole expense of Buyer. Sellers shall have no right to compensation for Buyer's right to enter the Property for performance of Buyer's Due Diligence.

6.1. Title: Buyer will have the right to review and approve an ALTA Extended Form of Owner's Coverage Preliminary Title Report and all exceptions to the Preliminary Title Report issued by Title Issuer. Sellers will pay for a standard CLTA coverage policy. Any extended form ALTA coverage, with or without a survey, will be paid by Buyer.

6.2. Documents: The Buyer will have the right to review and approve all service contracts, lease agreements, plans, studies, correspondence and reports relative to the current operation of the Property which are in possession or control of Sellers. Sellers will also provide copies of any and all: (1) environmental indemnification agreements applicable to the Property; (2) reports by third-party consultants or governmental entities concerning any environmental, soil, or civil engineering assessments of the Property; (3) documents and certifications related to ad valorem property taxes assessed on the Property; (4) reports regarding potentially hazardous materials on, or related to, the Property; and (5) correspondence, notices of violation, or other documentation from any environmental agency with respect to the Property.

6.3. Board Approval: Approval of Buyer's Board of Education is required prior to entering into a Purchase Agreement. Additional Board approval may be required during escrow.

6.4. Financing: Buyer will pay the Purchase Price in cash.

7. DEPOSIT: Upon opening of escrow, Buyer will deposit $10,000 ("Initial Deposit") into escrow as a refundable good faith deposit on the Property. At the conclusion of the Due Diligence Period (which includes any extended Due Diligence Period), Buyer's Initial Deposit shall be applied to the Purchase Price. If Buyer terminates escrow at the conclusion of the Due Diligence Period, the Initial Deposit shall be returned to Buyer.

8. CLOSING OF ESCROW: Ninety (90) days or sooner after conclusion of the Due Diligence Period.

9. FEES & EXPENSES: Buyer shall pay all closing costs associated with the purchase of the Property.
10. **PRORATION:** All items of income and expense relating to the Property, including, without limitation, collected rent and additional rent, real estate taxes, all utilities applicable to the Property, other operating charges, and any other matters customarily adjusted at closing are to be adjusted as of midnight of the day immediately preceding the closing date, all as more particularly described in the Purchase Agreement.

11. **CONVEYANCE:** The Sellers shall convey title to the Property by Grant Deed. Property shall be free and clear of all liens and encumbrances other than those approved by Buyer during the Due Diligence Period.

12. **BUYER’S CONDITIONS PRECEDENT:** Prior to the close of escrow, Buyer shall obtain all appropriate approvals and assurances that Buyer determines, in its sole discretion, are required under the California Environmental Quality Act (CEQA) and from applicable State agencies related to property acquisitions by California public school districts (including, for example California Department of Education, Department Toxic Substances Control, etc.). Sellers shall assist Buyer to obtain all approvals and assurances by providing all necessary documentation, allowing access and accommodating the Buyer’s Property assessments described herein and as deemed necessary by Buyer.

Buyer may be purchasing the Property with funding obtained through the State of California (“State Funding”). Thus, obtaining State Funding is a condition precedent to purchasing the Property. Further, Buyer’s purchase shall be subject to any applicable laws and/or regulations relating to the purchase of property with State Funding.

13. **OTHER TERMS & CONDITIONS:** The Purchase Agreement may contain other terms and conditions as agreed to by Sellers and Buyer.

14. **BROKER COMMISSION/AGENCY:** Buyer and Sellers warrant that no broker has participated in this transaction and that neither Buyer, nor Sellers have been represented by any other broker in connection with the purchase of the Property. Each party shall defend and indemnify the other from any claims for commission or fees arising from that party’s dealing with any broker or Agent relating to the Property.

15. **TITLE INSURANCE:** Title Insurance shall be provided by Mid Valley Title and Escrow Company.

16. **DURATION OF OFFER:** This Offer to Purchase Letter shall expire on February 22, 2016.

17. **CONFIDENTIALITY:** Buyer and Seller will keep the contents of this Offer and the terms and conditions of the transaction confidential.

18. **BUYER’S BOARD OF EDUCATION:** The foregoing terms are subject to final review and approval by the Buyer’s Board of Education.
BUYER AND SELLERS ACKNOWLEDGE THAT THIS OFFER TO PURCHASE LETTER IS NOT A BINDING AGREEMENT AND THAT IT IS INTENDED AS THE BASIS FOR PREPARATION OF A PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS. THE PURCHASE AND SALE AND ESCROW INSTRUCTIONS SHALL BE SUBJECT TO BUYER'S AND SELLER'S APPROVAL AND ONLY A FULLY EXECUTED PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS SHALL CONSTITUTE A BINDING AGREEMENT FOR THE SALE OF THE PROPERTY. THE PARTIES INTEND THAT THE FINAL PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS SHALL INCORPORATE THE PROVISIONS CONTAINED IN THIS LETTER, AND ANY OTHER PROVISIONS THAT THE BUYER AND SELLERS MAY MUTUALLY AGREE UPON.

BUYER SHALL PREPARE A MUTUALLY ACCEPTABLE FINAL PURCHASE AGREEMENT THAT SHALL SERVE AS LAWFULLY BINDING ESCROW INSTRUCTIONS TO ESCROW HOLDER.

If the foregoing is acceptable to Sellers, please have authorized individual(s) execute and date a copy of this Offer in the place indicated below and return it to the Buyer. Thank you for your attention and consideration in this matter.

Sincerely,

[Signature]

Kevin J. Bultema,
Assistant Superintendent Business Services

ACKNOWLEDGED, ACCEPTED AND AGREED TO:

By: [Signature] Date: 3/22/2016

[Signature] Date:
February 23, 2016

Dee Ann Newton  
9740 Lott Road  
Durham, CA 95938

Thomas L. Horchler  
83 Run Around Road  
Oroville, CA 95965

Re: Addendum to Offer to Purchase Letter for 193 Leora Court, Chico, California (Assessor's Parcel Number 006-220-008)

This addendum serves to notify Dee Ann Newton and Thomas L. Horchler ("Sellers") that Chico Unified School District ("Buyers") will endeavor to communicate approximately thirty (30) days before the end of escrow the Buyers continued intent to purchase the property. The Buyers will confirm this agreement in the form of Purchase and Sale Agreement agreed to by the parties and will allow the Sellers to remove personal property from the house located on the property before the close of escrow.

Sincerely,

[Signature]

Kevin J. Bultema  
Assistant Superintendent Business Services

ACKNOWLEDGED, ACCEPTED AND AGREED TO:

By: [Signature]

Dee Ann Newton  
Date 2/27/2014

By: [Signature]

Thomas L. Horchler  
Date 2-27-'16
PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made this 23rd day of March, 2016, ("Effective Date") by and between the Chico Unified School District, a California public school district located in the County of Butte, California ("District"), and Dee Ann Newton and Thomas L. Horchler as (collectively the "Seller"). District and Seller may be individually referred to herein as "Party" or collectively referred to herein as "Parties."

RECITALS

A. Seller intends to sell to District, and District intends to purchase from Seller certain buildings, improvements and fixtures constructed or located on the real property and all easements and rights benefiting or appurtenant to the real property, which is comprised of approximately 0.86 +/- acres, located at 193 Leora Court, in the City of Chico, in the County of Butte, California, Assessor’s Parcel Number 006-220-008 (collectively “Property”), as more specifically described in Exhibit “A”, attached hereto and hereby incorporated herein by this reference.

B. As owner of the Property, Seller is authorized to sell the Property to District.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, District and Seller agree as follows:

AGREEMENT

1 PROPERTY TO BE PURCHASED.

1.1 Seller is the owner, in fee, of the Property. Seller agrees to sell and grant to District fee title to the Property described in Exhibit “A” and convey by a grant deed substantially in the form of Exhibit “B”, attached hereto and hereby incorporated herein by this reference.

1.2 District agrees to pay Three Hundred Eighty Five Thousand Dollars ($385,000) ("Purchase Price") for the Property, payable as follows:

1.2.1 District shall deposit Ten Thousand Dollars ($10,000) earnest money ("Deposit") into the escrow opened pursuant to the section entitled “Establishment of Escrow” within five (5) days of the Effective Date of this Agreement. If the sale of the Property as contemplated hereunder is consummated, the Deposit shall be credited against the Purchase Price. If the Seller breaches this Agreement, the Deposit will be returned to the District within five (5) business days. If the sale is not consummated because of District’s default hereunder, the Deposit shall be paid to and retained by Seller as liquidated damages and Seller’s sole remedy.

INITIALS:  Seller [Signature]  District [Signature]  

1.2.2 The remaining portion of the Purchase Price, in the amount of Three Hundred Seventy Five Thousand Dollars ($375,000), shall be due and payable at the Close of Escrow, subject to the conditions set forth in this Agreement.

2 DEFINED TERMS.

2.1 ALTA Title Policy. The term “ALTA Title Policy” shall mean the American Land Title Association (“ALTA”) owner’s extended coverage policy of title insurance to be issued by the Title Company upon the Close of Escrow pursuant to the terms of this Agreement.

2.2 CLTA Title Policy. The term “CLTA Title Policy” shall mean the California Land Title Association (“CLTA”) owner’s coverage policy of title insurance to be issued by the Title Company upon the Close of Escrow pursuant to the terms of this Agreement.

2.3 Close of Escrow. The term “Close of Escrow” shall mean the consummation of the purchase of the Property by District and Seller and the recordation of the grant deed for the Property, in accordance with the terms and provisions of this Agreement.

2.1 Effective Date. The term “Effective Date” shall mean the last date on which this Agreement is executed by District or Seller.

3 CONDITIONS OF PURCHASE

3.1 Terms. Terms and conditions of the Purchase:

3.1.1 Obtain Required Approvals for Property. District shall, at its sole expense, act diligently and in good faith to obtain all required approvals for use of the Property for District purposes, including, but not limited to, the following approvals (collectively, the “Educational Approvals”):

3.1.1.1 California Department of Education approval(s), if any, for use of the Property;

3.1.1.2 California Department of Toxics Substances Control approval(s), if any, for use of the Property; and
3.1.3 CEQA document[s]/requirements with respect to environmental impacts.

3.1.4 The Parties understand and agree that it shall be a condition to the Close of Escrow that Educational Approvals have been obtained, and that all applicable appeal periods have run without challenge, unless specifically waived in writing by District. In the event that the District is unable to attain all Educational Approvals, the District may terminate this Agreement without any further obligations hereunder, except as specifically provided herein.

3.1.5 Seller shall cooperate with District and shall take all reasonable steps to assist District in seeking the Educational Approvals.

3.1.2 CEQA Compliance. The District and Seller recognize that the activities contemplated by this Agreement are subject to environmental review under the California Environmental Quality Act (“CEQA”), and that the District, as a lead agency for the Property acquisition and its future use, must comply with the CEQA requirements as set forth in CEQA and in California Code of Regulations, title 14, section 15000 et seq. (“CEQA Guidelines”). Notwithstanding the foregoing, pursuant to CEQA Guidelines section 15004(b)(2)(A), the Parties acknowledge that (i) approval and execution of this Agreement by the Parties does not constitute the District authorizing, approving, or awarding a “project” as defined by CEQA, and (ii) this Agreement is binding on the Parties, subject to compliance with CEQA prior to the District’s use of the Property as intended. Neither Party shall challenge, or support any challenge to, the other Party’s use of the Property, or CEQA compliance document related thereto, now or in the future.

3.1.3 Conveyance of Property. On the Close of Escrow, Seller shall convey to District title to the Property in fee simple by recordation of the grant deed for the Property (“Grant Deed”). It shall be a condition to District’s obligation to close that Seller shall clear title of all title defects, liens, encumbrances, deeds of trust, and mortgages, if any, except for non-delinquent real estate taxes for the current fiscal year not yet due and such exceptions to title as District shall approve as indicated herein, including the section “Issuance of a Preliminary Title Report Acceptable to District.” Possession of the Property and the risk of loss with regard to the Property shall pass to District at the time of the recordation of the Grant Deed.

3.1.4 Issuance of Title Insurance.

3.1.4.1 Evidence of title to the Property shall be the issuance at the Close of Escrow by Mid Valley Title and Escrow Company, Attention: [Tammi Barlow], at [601 Main Street, Chico, CA 95928] (the "Title Company") of a CLTA Title Policy (or an ALTA Title Policy, at District’s option) insuring fee simple title to the Property in the condition required by the section “Issuance of a Preliminary Title Report Acceptable to District” and containing such endorsements as District shall require. District shall not be obligated to provide any indemnification of the Title Company to induce it to issue the title policy to District, or to remove, insure over, or affirmatively cover any otherwise unpermitted exception to title, except with the prior consent of District after full disclosure to District of the nature and substance of such exception and indemnity. Seller will provide the
Title Company with a customary and reasonable owner's affidavit permitting the Title Company to provide extended coverage to District on the Property.

3.2 Exchange of Documents. Within ten (10) days of the Effective Date, the District and Seller will exchange with each other, all documents in their possession relating to the real properties identified as part of the Purchase.

4 CONDITIONS TO CLOSE.

4.1 Conditions to District’s Obligation to Purchase Property. District’s obligation to purchase the Property under this Agreement is subject to the fulfillment, and District's approval on or prior to the Closing Date, of each of the following conditions, each of which is for the benefit of District and any or all of which may be waived by District in writing at its option:

4.1.1 Delivery of Title. Delivery of title to the Property in the condition required herein, and the issuance by the Title Company of, or the irrevocable commitment by the Title Company to issue, the District's Policy.

4.1.2 Issuance of a Preliminary Title Report Acceptable to District. Issuance of a current preliminary title report with respect to the Property, accompanied by legible copies of all documents referred to in the report. Within thirty (30) days after District's receipt of the preliminary title report, District shall provide notice to Seller of any objections that District has with respect to the exceptions to title listed in the preliminary title report. Seller shall have thirty (30) days from the date of notice to cure any exceptions to which District objects, or agree to cause such exception removed or eliminated prior to or at the Closing, to the reasonable satisfaction of District, unless a longer period is mutually agreed by the Parties. If District’s objection to any exception to title cannot be removed or eliminated to the reasonable satisfaction of District, the provisions of the section “Conditions to Benefit District with Respect to Purchase of Property” shall apply. District shall not be required to object to deeds of trust, mortgages, mechanics’ liens, judgments or other monetary liens encumbering the Property (“Monetary Liens”), and Seller shall remove all Monetary Liens prior to the Close of Escrow. In the event of a failure by Seller to remove a Monetary Lien, the provisions of the section “Termination” shall apply.

4.1.3 State and Local Regulatory Agencies' Approval. Acceptance and approval of District’s Purchase of the Property by any and all appropriate state and local regulatory agencies, if applicable, including all Education Approvals.

4.1.4 Governing Board Acceptance of Purchase. Final acceptance and approval of this Agreement by the District’s Board of Education.

4.1.5 Environmental Compliance. If the Property is not acceptable to District because of the results of any environmental assessment, the provisions of the section “Conditions to Benefit District with Respect to Purchase of Property” shall apply. District shall have no obligation to Seller under this Agreement to perform any work of remediation in connection with or resulting from information obtained through any assessments performed.
4.1.6 Satisfaction of District’s Obligations with Respect to Conveyance of Property. Seller shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Seller and all conditions to Seller’s obligations set forth in the section “Conditions to Seller’s Obligation to Exchange Property” shall have been satisfied or waived. All representations and warranties made by Seller to District in this Agreement shall be true and correct as of the Closing Date.

4.2 Limited Seller Warranties


4.2.2 Limited Warranties. District hereby affirms and acknowledges that neither Seller nor any of its officers, agents, employees, advisors and/or attorneys (collectively the “Seller Exculpated Parties”) have made nor has District relied upon any representation, warranty, or promise whether oral or written, express or implied, by operation of law or otherwise, with respect to the Property or any other subject matter of this Agreement except as otherwise expressly set forth in this Agreement. Without limitation, District acknowledges that, except as specifically set forth to the contrary in this Agreement, no warranties or representations, expressed or implied, of any kind whatsoever have been made by any of the Seller Exculpated Parties, or will be relied upon, and District hereby releases the Seller Exculpated Parties from any claims with respect to the suitability of use of the Property for school purposes, general plan designation, zoning, value, use, tax status, or physical condition of the Property, or any part thereof, or matters affecting or concerning the Property, including, without limitation, the flood elevations, drainage patterns, soil and subsoil composition and compaction level, and other conditions at the Property, or with respect to the existence or non-existence of hazardous substances (as defined in the section “Hazardous Substances”) in, on, under, or around the Property, or with respect to the accuracy of any title report or commitment, soils report or any other plans or reports relating to the Property or its use or development, or neighborhood or area uses or factors affecting or concerning use or development of the Property, or other matters otherwise in any way relating to the Property or the transactions contemplated hereby. District is acquiring the Property based solely on its own independent investigation and inspection of the Property and its suitability for school purposes, and in no way in reliance on any information provided by Seller or any of the other Seller Exculpated Parties other than the representations and warranties expressly contained herein.

4.3 Seller Representations and Warranties. Seller warrants and represents to District with respect to the Property the following:
4.3.1 No Pending Litigation. Seller does not have actual knowledge of litigation pending pertaining to the Property.

4.3.2 Hazardous Substances. Seller is unaware of:

4.3.2.1 Any Hazardous Substances, discharges, leaks, releases, or spills on, in or under the Exchange Property, except for the following: ________________

4.3.2.2 Use or storage of Hazardous Substances on the Property, except the following: ________________

4.3.2.3 Investigations, assessments, evaluations, sampling, testing, or monitoring of Hazardous Substances on the Property or adjacent parcels, except for the following: ________________

4.3.3 Contracts Concerning the Property. Seller does not have actual knowledge of any contracts, licenses, commitments, or undertakings respecting the Property or the performance of services on the Property, or the use of the Property or any part of it by which the District would become obligated or liable to any person.

4.3.4 Violations. Seller has not received written notice of any violation of any statute, ordinance, regulation, or administrative or judicial order or holding, whether or not appearing in public records, with respect to the Property or any improvements on the Property.

4.3.5 Status of Title. Seller has not leased or otherwise transferred all or any portion of the Property, nor to its knowledge does any third party have any right to acquire or occupy all or any portion of the Property, including, without limitation any prior owner of the Property.

4.3.6 Condemnation. There are no pending or, to Seller’s knowledge without any duty of investigation, threatened proceedings in eminent domain or otherwise, which would affect the Property or any portion thereof.

4.3.7 No Notices. Seller has not received written notice of any change contemplated in any applicable laws, ordinances, or restrictions, or written notice of any judicial or administrative action, or written notice of any action by adjacent landowners, or written notice of natural or artificial conditions upon the Property that would prevent, impede, limit, or render more costly the District’s contemplated use of the Property to the extent such contemplated use is actually known to Seller.

4.3.8 Future Uses. Seller will not oppose, challenge, or submit or cause to be submitted any comments, evidence, or otherwise, against the District’s contemplated future use or its CEQA documentation.

4.3.9 Inaccuracies. If any representation or warranty of the Seller in this section “Seller Representations and Warranties” becomes inaccurate after the Effective Date other than
as a result of a prior misrepresentation by the Seller or as a result of the affirmative act of the Seller, the Seller shall promptly notify the District of the inaccuracy. The Seller whose representation or warranty became inaccurate for reasons other than due to a prior misrepresentation or affirmative act of the Seller, shall not be in breach or default of this Agreement as a result of such inaccuracy, but shall take commercially reasonable efforts, diligently and in good faith, to correct such inaccuracy. If the inaccuracy cannot be corrected to the reasonable satisfaction of the District within thirty (30) days after the District learns of the inaccuracy, the District may terminate this Agreement and the Parties shall have no further obligation to each other, other than those which expressly survive termination of this Agreement.

4.4 District's Representations and Warranties. District hereby represents and warrants to Seller that as of the date of this Agreement and as of the Closing, this Agreement and all documents executed by District which are to be delivered to Seller at the Closing are or at the time of Closing will be duly authorized, executed, and delivered by District, and are or at the Closing will be legal, valid, and binding obligations of District, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which District is a party or to which it is subject.

4.5 Hazardous Substances.

4.5.1 Seller warrants with respect to the Property, that it has no actual knowledge that there are hazardous substances (as defined below) in existence on or below the surface of the Property, including without limitation, contamination of the soil, subsoll or groundwater, which constitutes a violation of any law, rule, or regulation of any governmental entity having jurisdiction thereof, or which exposes the District to liability to third parties. Seller represents to District that it has not used the Property, or any portion thereof, for the production, disposal, or storage of any hazardous substances, and it has no actual knowledge that there has been such prior use with respect to the Property, or any portion thereof; or that there has been any proceeding or inquiry by any governmental authority with respect to the presence of such hazardous substances on the Property or any portion thereof. Without limiting the other provisions of this Agreement, Seller agrees that it will cooperate with the District's investigation of matters relating to the foregoing provisions of this paragraph, and provide access to, and copies of, any data and/or documents dealing with potentially hazardous substances used at the Property and any disposal practices followed. Seller agrees that with prior approval from the Seller, District may make inquiries of governmental agencies regarding such matters, without liability to the Seller for the outcome of such discussions.

4.5.2 For purposes of this Agreement, the term "hazardous substances" means:

4.5.2.1 Any substance, product, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environment Response, Compensation and Liability Act (CERCLA), 42 United States Code section 9601 et seq.; the Hazardous Material Transportation Conservation and Recovery Act, 42 United States Code section 1801 et seq.; the Resources Conservation and Recovery Act, 42 United States Code section 6901 et seq.; the Clean Water Act, 33 United States Code section 1251 et seq.; the Toxic Substances Control Act, 15 United States Code section...
2601 et seq.; the California Hazardous Waste Control Act, Health and Safety Code section 25100 et seq.; the California Hazardous Substance Account Act, Health and Safety Code section 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code section 25249.5 et seq.; California Health and Safety Code section 25280 et seq. (Underground Storage or Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code section 25170.1 et seq.; California Health and Safety Code section 25501 et seq. (Hazardous Materials Release Response Plans and Inventory); or the California Porter-Cologne Water Quality Control Act, Water Code section 13000 et seq., all as amended (the above-cited California state statutes are hereinafter collectively referred to as "the State Toxic Substances Laws") or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous or toxic substance hereafter in effect:

4.5.2.2 Any substance, product, waste, or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, or strict liability or under any reported decisions of a state or federal court;

4.5.2.3 Petroleum or crude oil other than petroleum and petroleum products which are contained within regularly operated motor vehicles; and

4.5.2.4 Asbestos.

4.5.3 The representations, warranties, and covenants contained in this section will survive the Close of Escrow.

4.6 Damage or Condemnation Prior to Closing. Seller shall promptly notify District of any knowledge it obtains of casualty to the Property or any condemnation proceeding commenced prior to the Close of Escrow. If any such damage or proceeding relates to, or may result in, the loss of any material portion of the Property, the District may, at its option, elect either to:

4.6.1 Terminate this Agreement, and neither District nor Seller shall have any further rights or obligations hereunder; or

4.6.2 Continue the Agreement in effect, in which event upon the purchase of the property affected by condemnation, District shall be entitled to any compensation, awards, or other payments or relief resulting from the casualty or condemnation proceeding.

4.7 Conditions to Benefit District with Respect to Purchase of Property. The conditions contained in the section "CONDITIONS TO CLOSE" are intended solely for the benefit of District with respect to the Property. If Seller is unable to deliver title to the Property as required herein, or the conditions described in the section "Conditions to District's Obligation to Purchase Property" are not satisfied or if District does not give its approval as provided in that section, District shall have the right, at its sole election, either to proceed with the Purchase and the Close of Escrow in
accordance with the terms hereof, or, in the alternative, to terminate this Agreement. In the event District elects to terminate this Agreement for the reasons provided herein, District shall bear its own costs, and neither Party shall have any further rights or obligations under this Agreement.

4.8 Conditions to Seller’s Obligation to Sell Property. Seller’s obligation to sell the Property under this Agreement is subject to the fulfillment, and Seller’s approval on or prior to the Closing Date, of each of the following conditions, each of which is for the benefit of Seller and any or all of which may be waived by Seller in writing at its option: (i) Seller is able to vacate the Property and deliver possession to the Property to District on the Closing Date; (ii) there shall be no breach of District’s representations and representations set forth herein; (iii) and District shall have delivered to Escrow Holder each of the following:

4.8.1 Cash or other immediately available funds in the amount of the Purchase Price (including the Deposit) and sufficient to pay all of District’s other costs associated with the Close of Escrow as provided herein.

4.8.2 One (1) Preliminary Change of Ownership Report (the “PCOR”) for the Property.

4.8.3 A closing statement prepared by Escrow Holder and approved in writing by District.

4.8.4 Any other documents, instruments or records which are reasonably required by Escrow Holder to close the escrow and consummate the purchase of the Property in accordance with the terms hereof.

5 ESTABLISHMENT OF ESCROW.

5.1 Time to Open Escrow. Promptly after the Effective Date of this Agreement, an escrow shall be opened to consummate the purchase of the Property pursuant to this Agreement.

5.2 Selection of Escrow Holder. District shall open the escrow by delivering a fully executed counterpart of this Agreement to Mid Valley Title and Escrow Company at [601 Main Street, Chico, CA 95928] to the attention of [Tammi Barlow] (the “Escrow Holder”). In addition, District and Seller agree to execute, deliver, and be bound by any reasonable or customary supplemental escrow instructions of Escrow Holder, or other instruments as may reasonably be required by Escrow Holder, in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not amend or supersede any portion of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control.

6 CLOSING

6.1 Selection of Closing Date. The Close of Escrow hereunder shall be held and delivery of all items to be delivered at the closing under the terms of this Agreement shall be performed at the offices of the Title Company within ninety (90) days of the opening of Escrow, or such earlier or later date as the District and Seller may mutually agree upon in writing (the "Closing Date").
6.1.1 In the event any of the conditions to Close of Escrow set forth in the section “Conditions to Close” have not been fulfilled by the Closing Date, the Close of Escrow may be extended for up to an additional ninety (90) days (“Extended Closing Date”) by either the District or Seller.

6.1.2 If the Close of Escrow is either caused to be extended or requested to be extended by the Escrow Holder, the Close of Escrow will be extended for a mutually agreed upon time up to an additional one hundred eighty (180) days, and neither the District nor the Seller shall be deemed to have requested the extension nor shall either be liable for any additional payment.

6.2 **Grant Deeds.** At least three (3) days prior to Close of Escrow, the District and Seller shall each deposit the respective executed Grant Deeds into escrow.

6.3 **Other Documents.** As required, Seller shall prepare the following documents:

6.3.1 Two (2) originals of a Natural Hazard Disclosure Statement for the Property;

6.3.2 One (1) Seller’s Affidavit of Nonforeign Status (the “FIRPTA Affidavit”), for the Property;

6.3.3 One (1) Real Estate Withholding Certificate (the “Form 593-C”), for the Property;

6.3.4 One (1) Preliminary Change of Ownership Report (the “PCOR”), for the Property; and

6.3.5 Such other documents as are reasonably necessary for issuance of the required CLTA or ALTA Title Policy.

6.4 **Encumbrances.** Seller shall pay current accrued but unpaid assessments and bonds due on the Property through the Closing Date, if applicable. Seller shall pay in full any liens, claims, or mortgages encumbering the Property, if applicable.

6.5 **District’s Fees and Costs.** District shall be responsible for paying the fees and costs associated with the Purchase, including, but not limited to:

6.5.1 Its own fees for recording the Grant Deed on the Property;

6.5.2 The cost of an ALTA Title Policy and preliminary title report on the property being acquired;

6.5.3 All documentary transfer taxes payable in connection with the recordation of the Grant Deed on the Property;

6.5.4 Any endorsements to the title insurance policy on the Property requested by District;

6.5.5 The Escrow Holder’s fees and other customary charges for document drafting, recording, and miscellaneous charges;

6.5.6 Its legal costs and consultants’ fees associated with consummating the Purchase.
6.6 **Seller’s Fees and Costs.** Seller shall be responsible for paying the following fees and costs associated with the Purchase, without limitation:

6.6.1 Seller’s legal costs, broker’s fees, and consultants’ fees associated with consummating the Purchase.

6.7 **Failure to Close.** If, as a result of no fault of Seller or District, escrow fails to close, the District and Seller shall split equally the Escrow Holder’s Cancellation fees and charges. In the event escrow fails to close through the fault of Seller, Seller shall pay any and all cancellation costs incurred as well other expenses in connection therewith and District shall bear no expense with respect to the same. In the event this escrow fails to close through the fault of District, District shall pay any and all cancellation costs incurred as well as other costs and expenses in connection therewith and Seller shall bear no expense with respect to the same.

6.8 **Delivery of Property.** Seller shall maintain the Property until the Close of Escrow as it would in the ordinary course and shall perform all normal repairs and maintenance to be performed from the Effective Date to the Closing Date in order to maintain the Property in the condition in which it is as of the Effective Date, except for reasonable wear and tear. Prior to Close of Escrow, Seller shall be permitted to remove Seller’s personal property from the house located on the Property. On Close of Escrow, Seller shall deliver the Property to District in substantially the same condition, except for reasonable wear and tear and the removal of Seller’s personal property, as on the Effective Date.

7 **REPRESENTATIONS AND WARRANTIES.**

7.1 **District’s Representations and Warranties.** In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to District, District makes the following representations and warranties (the continued truth and accuracy of which shall constitute a condition precedent to District’s obligations hereunder):

7.1.1 **District Authority to Execute Agreement.** District is a public school district duly formed under the laws of the State of California and this Agreement and the execution and delivery thereof by the persons designated below have been specifically authorized by District. District has the legal right, power, and authority to enter into this Agreement, to consummate the transactions contemplated hereby, and to acquire and accept the Property from Seller.

7.1.2 **Authority of Executing Officer.** Each individual executing this Agreement on behalf of District is duly authorized to execute and deliver this Agreement on behalf of District.

7.1.3 **Validity of District’s Representations and Warranties at Close of Escrow.** The representations and warranties of District set forth in this Agreement shall be true on and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

7.2 **Seller’s Representations and Warranties.** In consideration of District entering into this Agreement and as an inducement to District to purchase the Property from Seller, Seller makes the following representations and warranties, each of which is material and is being relied upon
by District (the continued truth and accuracy of which shall constitute a condition precedent to
District’s obligations hereunder):

7.2.1 Seller Authority to Execute Agreement. Seller is a private individual, and this Agreement
and the execution, delivery, and performance thereof by the persons designated below
have been specifically authorized by Seller. Seller has the legal right, power, and authority
to enter into this Agreement, to consummate the transactions contemplated hereby, and
to convey the Property to District.

7.2.2 Authority of Executing Officer. Each individual executing this Agreement on behalf of
Seller is duly authorized to execute and deliver this Agreement on behalf of Seller.

7.2.3 Validity of Seller’s Representations and Warranties at Close of Escrow. The
representations and warranties of Seller set forth in this Agreement shall be true on and
as of the close of escrow as if those representations and warranties were made on and as
of such time.

8 MUTUAL INDEMNIFICATION. District and Seller shall indemnify the other Party and hold it harmless
from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and
losses, including, without limitation, reasonable attorneys' fees, resulting from any breach of warranty
or breach of covenant made, or in any document, certificate, or exhibit given or delivered to the other
pursuant to or in connection with this Agreement. The indemnification provisions of this section
“Mutual Indemnification” shall survive the delivery of the Grant Deeds and transfer of title or, if title
is not transferred pursuant to this Agreement, any termination of this Agreement.

9 TERMINATION. This Agreement may be terminated by either District or Seller without further liability
in the event of a breach by the other of any term, condition, or covenant contained herein.

10 SPECIFIC PERFORMANCE. Neither District nor Seller waives the right of specific performance if
permitted by law. District and Seller expressly recognize that specific performance shall be available
to enforce performance of this Agreement.

11 RIGHT TO ENTER PROPERTY.

11.1 From the Effective Date until the Close of Escrow (the “Inspection Period”), the District shall have
the right, at its own expense and pursuant to the provisions of this section, to select a licensed
contractor and/or other qualified professional(s), to conduct inspections, tests, surveys, or other
studies, including, but not limited to, environmental studies or assessments (the “Inspections”) of
the Property, and to conduct other due diligence and feasibility investigations regarding the
ownership, use and development of the Property, as deemed necessary. In addition, District and
its representatives shall have the right of access to the Property throughout the Inspection Period,
for the purpose, at its own sole expense, of obtaining data and making surveys, tests, inspections,
and other studies deemed necessary, and in order to prepare any architectural and reconstruction
plans necessary with regard to the Property as required by local and California state regulatory
agencies.

11.2 Upon at least twenty-four (24) hours prior notice, District may enter on the Property for the
purposes permitted herein, subject to the following:
11.2.1 All such inspections shall be conducted in a manner so as not to interfere with Seller’s use of the Property;

11.2.2 Reasonable precautions shall be exercised to avoid damage and protect persons or property;

11.2.3 District and Seller assume no liability for loss or damage to property or injuries to or deaths of agents, contractors, or employees of District and Seller by reason of the entities’ exercise of privileges given in this section;

11.2.4 District agrees to indemnify and hold harmless from any damage caused by its activities authorized in this section. District shall indemnify Seller for any damage or destruction to the roads or fences, or other property, occurring by reason of the exercise of rights granted herein, or to replace or restore said property to its preexisting condition;

11.2.5 All due diligence activities shall be in accordance with applicable laws;

11.3 District shall limit its activities on the Property to those due diligence investigations described herein.

12 UNAVOIDABLE DELAYS. Whenever performance is required of District or Seller under this Agreement, that Party agrees to use all reasonable diligence to perform in good faith; provided, however, if completion of performance is delayed at any time by reason of acts of God, war, civil commotion, riots, acts of terrorism, strikes, picketing, or other labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, governmental requirements, or causes beyond the reasonable control of a Party (other than financial inability), then the time for performance shall be extended by the time of the delay actually caused and the Close of Escrow shall be appropriately extended in order to accommodate such delay. The provisions of this Section do not operate to excuse the District or Seller from the timely payment of any monies required to be paid under this Agreement.

13 GENERAL PROVISIONS.

13.1 Time of Essence. Time is of the essence of each provision of this Agreement in which time is an element.

13.2 Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:
13.3 **Entire Agreement of District and Seller.** This Agreement and the attached exhibits constitute the entire agreement between the District and Seller and supersede all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by District and Seller.

13.4 **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the District and Seller shall be determined and enforced in accordance with the laws of the State of California, with the exception of definitions to be construed under the Federal laws cited in the section "Hazardous Substances."

13.5 **Attorneys' Fees.** If either the District or Seller files any action or brings any proceedings against the other arising out of this Agreement, or is made a party to any action or proceeding brought by the Title Company, then, as between District and Seller, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "Prevailing Party" shall be the entity that is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether the prevailing party is entitled to its costs or attorneys' fees.

13.6 **Waiver.** No waiver of any provision of this Agreement shall be considered a waiver of any other provision or of any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by the District or Seller of any remedy provided in this Agreement or at law shall not prevent the exercise by that entity of any other remedy provided in this Agreement or at law or in equity.

13.7 **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the District and Seller hereto and their respective heirs, legal representatives, successors, and assigns.
13.8 **Assignment.** Neither the District nor Seller may assign, transfer or convey its rights or obligations under this Agreement without the prior written consent of the other Party to this Agreement, and then only if assignee assumes in writing all of the prior Party’s obligations hereunder; provided, however, neither the District nor Seller shall be released from its obligations hereunder by reason of such assignment.

13.9 **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one (1) document.

13.10 **Captions.** The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties.

13.11 **Disputes.** A dispute which cannot be resolved by the Parties' representatives shall be submitted to non-binding mediation. The mediator's fees shall be divided equally between the Parties. If a dispute is unresolved after mediation, any actions or proceedings arising under, growing out of, or in any way related to this Agreement shall be instituted and prosecuted only in courts located in the County of Butte, State of California, and each Party expressly waives its right, under part II, title IV of the California Code of Civil Procedure, to cause any such actions or proceedings to be instituted or prosecuted elsewhere.

13.12 **Time.** All periods of time referred to in this Agreement shall include all Saturdays, Sundays, and state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday, or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday, or state or national holiday.

13.13 **Severability.** The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal.

13.14 **Review of Form of Agreement.** Submission of this instrument for examination or signature by District or Seller does not constitute an agreement to purchase all, or any portion of, the Property, and it is not effective as an Agreement, or otherwise, until approval, execution, and delivery by the District and Seller.

13.15 **Survival of Warranties, Covenants, and Obligations.** The warranties, covenants, and obligations of District and Seller under the provisions of this Agreement to the extent the same have not been fully performed, and excepting those covenants and obligations which have been extinguished by the expiration of a specified period of time, shall survive the Close of the Escrow through which the Exchange is consummated.

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

[Signatures on following page]
Dated: \underline{March 15, 2016}.

Chico Unified School District

Dee Ann Newton, an individual

By: [Signature]

Thomas L. Horchler, an individual

By: [Signature]
Attachments:

Exhibit "A": Legal Description of Property

Exhibit "B": Grant Deed / Certificate of Acceptance
Exhibit "A"
Legal Description of the Property
Exhibit "B"
Grant Deed / Certificate of Acceptance

THE GRANT DEED / CERTIFICATE OF ACCEPTANCE SHALL BE
SUBSTANTIALLY SIMILAR TO THE ATTACHED FORM.
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Chico Unified School District
1163 East Seventh Street
Chico, CA 95928
Attn: Assistant Superintendent of Business Services

EXEMPT FROM RECORDING FEES PURSUANT TO GOV’T.
CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX
PURSUANT TO REVENUE AND TAXATION CODE SECTION
11922

<table>
<thead>
<tr>
<th>APN No.: 006-220-008; City of Chico, County of Butte</th>
</tr>
</thead>
</table>

| GRANTOR: | DEE ANN NEWTON AND THOMAS L. HORCHLER as [INSERT HOW TO HOLD TITLE] |

<table>
<thead>
<tr>
<th>HEREBY GRANTS TO:</th>
<th>CHICO UNIFIED SCHOOL DISTRICT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A California public school district</td>
</tr>
</tbody>
</table>

that certain real property in the City of Chico, County of Butte, State of California, more particularly described in the legal description attached hereto as Exhibit: “A.”

The real property conveyed by Grantor to Grantee by this Grant Deed shall be subject to: (a) all liens, encumbrances, easements, covenants, conditions and restrictions of record; (b) all matters that would be revealed or disclosed in an accurate survey of the real property; (c) all matters that would be revealed or disclosed by a physical inspection of the real property; (d) a lien not yet delinquent for taxes for real property and personal property, and any general or special assessments against the real property; and (e) zoning ordinances and regulations and any other laws, ordinances or governmental regulations restricting or regulating the use, occupancy or enjoyment of the real property.

<table>
<thead>
<tr>
<th>DEE ANN NEWTON</th>
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<tbody>
<tr>
<td>By: [Signature]</td>
</tr>
<tr>
<td>Name: [Name]</td>
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<tr>
<td>Title: [Title]</td>
</tr>
<tr>
<td>Date: [Date]</td>
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</table>

<table>
<thead>
<tr>
<th>THOMAS L. HORCHLER</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: [Signature]</td>
</tr>
<tr>
<td>Name: [Name]</td>
</tr>
<tr>
<td>Title: [Title]</td>
</tr>
<tr>
<td>Date: [Date]</td>
</tr>
</tbody>
</table>
STATE OF CALIFORNIA
COUNTY OF BUTTE

On ________________, 20__, before me, ________________________, Notary Public, personally appeared __________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ____________________

(Seal)
CERTIFICATE OF ACCEPTANCE

Agency: Chico Unified School District
Assessor Parcel No.: 006-220-008

This is to certify that, pursuant to Sections 15853, 27281 and 70301 et seq. of the California Government Code, the interest in real property conveyed by the Grant Deed dated this ___ day of __________, 20___, executed by DEE ANN NEWTON AND THOMAS L. HÖCHLER to the CHICO UNIFIED SCHOOL DISTRICT is hereby accepted by the undersigned officer on behalf of the Chico Unified School District's Governing Board pursuant to authority conferred by resolution of said Board duly adopted on ______________, 20___, and the Chico Unified School District consents to the recordation thereof by its duly authorized officer.

Accepted
CHICO UNIFIED SCHOOL DISTRICT

By: ___________________________ Dated: _______________________
Kevin Bultema
Assistant Superintendent, Business Services
Chico Unified School District
AGENDA ITEM:  Reimbursement Resolution #1327-16 – Regarding Intention to Issue Tax-Exempt General Obligation Bonds

Prepared by: Kevin Bulitema, Assistant Superintendent Business Services

☐ Consent  Board Date March 23, 2016
☐ Information Only
☒ Discussion/Action

Background Information
CUSD is currently investigating the possibility of placing a bond measure on the November 2016 ballot to continue implementing the district’s Facility Master Plan (FMP). A new bond measure would permit the sale of bonds (the “Bonds”) to finance capital projects authorized thereby (the Project(s)). The District may elect to advance certain of its own funds toward the start of a Project. The District would advance funds on the knowledge that it could be reimbursed for amounts expended on such improvements from the subsequent sale of any Bonds. The Internal Revenue Code has certain requirements that need to be satisfied in order for a school district to reimburse itself for costs incurred for capital projects in advance of the sale of tax-exempt Bonds. In order to qualify for reimbursement of such costs from the proceeds of a Bond issue, the Board must adopt a resolution which satisfies all the requirements of the Internal Revenue Code within 60 days of the date on which the expenditures had been made.

The District’s bond counsel has prepared the attached resolution which complies with applicable requirements of the Internal Revenue Code and would allow the District to reimburse itself for such advanced Project costs from the proceeds of the next series of Bonds issued under Measure E. The adoption of this resolution does not obligate the District to ever advance its own funds toward Projects. The adoption of this resolution preserves the option for the Board to decide at a subsequent date whether or not it would be in the best interests of the District to allocate a portion of any Bond proceeds towards the reimbursement of the monies the District might spend in getting started on Projects to be funded from a future bond issuance.

There is a reference in this resolution to a $50,000,000 Bond issue. The Internal Revenue Code obligates this resolution to include an estimated size of the borrowing from which the reimbursement will occur. The District is not required to maintain this $50,000,000 amount. It is included to satisfy a legal requirement and constitutes only a rough estimate of the likely size of a Bond issue that the Board may consider. If the Board were to sell a larger or a smaller Bond, such decision would not have adversely effected its ability to use a portion of the proceeds of such Bond to reimburse the District for these costs.

On April 14, 2014, the CUSD board voted to set aside $2 million dollars of a future Measure E bond sale to be used for projects that are not specifically noted in Phases 1 through 5 of the Facilities Master Plan (FMP). With the possibility of a new bond measure, these projects could be funded with a more efficient bond sale, at a lower cost to taxpayers, if a new bond measure is approved by voters. The district would reimburse itself for
expenditures to complete the improvements to the track and athletic fields at the high schools which are not included in the FMP Phases 1-5 and for the purchase of property currently not included in the FMP.

**Educational Implications**
Improvements of track and athletic fields at both high schools will allow for a full physical education program with year-round access and improved safety. Purchase of property will allow for improved site plan at a current school site.

**Fiscal Implications**
Not Applicable.

**Recommendation**
Administration recommends approval of Reimbursement Resolution #1316- - Regarding Intention to Issue Tax-Exempt General Obligation Bonds related to a possible new bond measure in November 2016.
REIMBURSEMENT RESOLUTION

RESOLUTION NO. 1327-16

RESOLUTION OF THE BOARD OF EDUCATION OF THE CHICO UNIFIED SCHOOL DISTRICT REGARDING ITS INTENTION TO ISSUE TAX-EXEMPT GENERAL OBLIGATION BONDS

WHEREAS, the Chico Unified School District (the “District”) expects to place a general obligation bond measure on November 8, 2016 ballot; and

WHEREAS, the Board of Education of the District expects to finance the costs of acquiring, constructing, reconstruction and/or equipping of school facilities from bonds sold pursuant to such measure (the “Obligations”) (the “Project”); and

WHEREAS, prior to the issuance of the Obligations the District desires to incur certain capital expenditures (the “Expenditures”) with respect to the Project from available moneys of the District; and

WHEREAS, the Board of Education has determined that those moneys to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the District for the Expenditures from the proceeds of the Obligations.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE CHICO UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, ORDER, AND DETERMINE AS FOLLOWS:

SECTION 1. The District hereby states its intention and reasonably expects to reimburse Project costs incurred prior to the issuance of the Obligations with proceeds of the Obligations. Exhibit A hereto describes the general character, type, purpose, and function of the Project.

SECTION 2. The reasonably expected maximum principal amount of the Obligations is $50,000,000.

SECTION 3. This resolution is being adopted not later than 60 days after the payment of the original Expenditures (the “Expenditures Dates or Dates”).

SECTION 4. The District will make a reimbursement allocation, which is a written allocation that evidences the District’s use of proceeds of the Obligations to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. If both the District and a licensed architect or engineer certify that at least 5 years is necessary to complete construction of the Project, the maximum reimbursement period is changed from 3 years to 5 years.

SECTION 5. Each Expenditure will be either (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the Expenditure), (b) a cost of issuance with respect to the Obligations, (c) a nonrecurring item that is
not customarily payable from current revenues, or (d) a grant to a party that is not related to or an agent of the District so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the District.

SECTION 6. This resolution is consistent with the budgetary and financial circumstances of the District, as of the date hereof. No moneys from sources other than the Obligations are, or are reasonably expected to be reserved, allocated on a long-term basis, or otherwise set aside by the District (or any related party) pursuant to their budget or financial policies with respect to the Project costs. To the best of our knowledge, this Board is not aware of the previous adoption of official intents by the District that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.

SECTION 7. This resolution is adopted as official action of the District in order to comply with Treasury Regulation §1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of District expenditures incurred prior to the date of issue of the Obligations.

SECTION 8. The limitations described in Section 3 and Section 4 do not apply to (a) costs of issuance of the Obligations, (b) an amount not in excess of the lesser of $100,000 or five percent (5%) of the proceeds of the Obligations, or (c) any preliminary expenditures, such as architectural, engineering, surveying, soil testing, and similar costs other than land acquisition, site preparation, and similar costs incident to commencement of construction, not in excess of twenty percent (20%) of the aggregate issue price of the Obligations that finances the Project for which the preliminary expenditures were incurred.

SECTION 9. All the recitals in this resolution are true and correct and this Board of Education so finds, determines and represents.

ADOPTED, SIGNED AND APPROVED this ___th day of March, 2016.

CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

By ________________________________
Board President

Attest:

______________________________
Secretary
STATE OF CALIFORNIA

BUTTE COUNTY

I, Kelly Staley, do hereby certify that the foregoing is a true and correct copy of Resolution No. ____, which was duly adopted by the Board of Education of the Chico Unified School District at meeting thereof held on the ____th day of March, 2016, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

By ____________________________
Secretary
AGENDA ITEM: 2015-16 2nd Interim Budget

Prepared by: Kevin Bultema – Assistant Superintendent, Business Services

☐ Consent                  Board Date  March 23, 2016

☐ Information Only

☒ Discussion/Action

Background Information

Chico Unified School District (CUSD) is required to submit two interim budget reports during the fiscal year and certify, on the basis of the interim report and any additional financial information known, whether the district will be able to meet its financial obligations for the remainder of the fiscal year and for two subsequent fiscal years. The 2nd Interim Budget represents adjustments to the 2015-16 1st Interim Budget including carryover funds from the prior year. It also represents actual revenues and expenditures received or incurred from July 1, 2015 through January 31, 2016.

Educational Implications

The proper accounting, reporting, and use of the district’s financial resources supports high quality and broad based educational programs for the students of the Chico Unified School District.

Fiscal Implications

The 2015-16 2nd Interim Budget estimates a positive change in fund balance of $3,956,528 for unrestricted programs and a negative change of -$1,162,979 in restricted programs. CUSD’s ending general fund balance for both unrestricted and restricted programs is projected to be $15,670,158 as of June 30, 2016. The unrestricted ending balance is estimated to be $12,631,361 and the restricted ending fund balance estimated is $3,038,797. The 2nd Interim report includes compensation settlements with all labor groups for 2015-16.

The Multi-Year Projection (MYP) currently shows the district will meet its economic reserve requirement in the current and subsequent two years. Thus, the 2nd Interim Budget meets the definition of a “Positive” certification in that the district will meet its financial obligations through 2017-18.

*A detailed report of the 2015-16 2nd Interim Budget will be presented at the board meeting.
AGENDA ITEM: Resolution 1324-16, Release/Non-Reelection of Temporary (including “Probationary 0”) Certificated Employees

Prepared by: Jim Hanlon, Assistant Superintendent, Human Resources

☐ Consent Board Date March 23, 2016

☐ Information Only

☒ Discussion/Action

Background Information
Each year the District employs “temporary” certificated staff. Certificated staff members can be employed under this “temporary” status for various reasons per Education Code including short term positions, long term positions based on the need for additional employees because of leave or illness of another employee and for categorically funded programs. Per Education Code 44954, the District is required to notify such “temporary” certificated staff members on or before March 15 if they are to be released or non-reelected at the end of the current school year. Approving this resolution will initiate the process of notifying all such “temporary” certificated staff members that their services will not be needed after the end of the current school year.

Educational Implications
This will provide the District with needed flexibility to staff appropriately for the 2016/17 school year given variables such as staff returning from leaves of absence and adjustments needed for changes in enrollment and funding.

Fiscal Implications
Unknown at this point as many of these positions may be filled next school year but this provides needed flexibility for current certificated staff returning from leave and any enrollment and funding changes.
CHICO UNIFIED SCHOOL DISTRICT

Resolution 1324-16
Release/Non-reelection of Temporary (including “Probationary 0”) Certificated Employees

WHEREAS, Education Code section 44954(b) requires that the governing board shall notify a temporary employee, in a position requiring certification qualifications, of the decision to release/non-reelect the employee from such a position for the next succeeding school year; and

WHEREAS, certain employees hired in a temporary capacity by the District may retain certain employment protections even though these employees are unable to accrue permanent status in the manner of probationary employees (such employees are otherwise referred to as having “Probationary 0” status).

NOW, THEREFORE, BE IT RESOLVED by the Board that:

1. The employees listed by employee number in Exhibit “A” are temporary employees of the District employed in a position requiring certificated qualifications (including “Probationary 0” employees who are providing a service which have been eliminated or reduced for the 2016/17 school year) and each such employee shall be released/non-reelected at the end of the 2015/16 school year for the 2016/17 school year.

2. The Superintendent, or designee, is authorized and directed to give notice to each affected employee of this decision. Notice shall be given:
   a. in the manner required by law; and
   b. in conformity with the mandated timeline.

THIS RESOLUTION was passed and adopted by the Board at a meeting held on the 23rd day of March 2016, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Signed and approved by me after its passage.

______________________________
President - Board of Education

ATTEST:

______________________________
Clerk - Board of Education
EXHIBIT “A”
TO RESOLUTION 132416

TEMPORARY (including “Probationary 0”)
CERTIFICATED EMPLOYEES (LISTED BY EMPLOYEE #)
TO BE RELEASED/NON-REELECTED

Employee ID
3244
13644
13727
13753
14104
14229
AGENDA ITEM: Resolution #1325-16, Elimination of Classified Services and Ordering Layoffs in the Classified Service for the 2015-2016 School Year

Prepared by: Jim Hanlon, Assistant Superintendent-Human Resources

☐ Consent  Board Date March 23, 2016

☐ Information Only

☐ Discussion/Action

Background Information
The District no longer needs the positions noted in the Resolution.

Educational Implications
None.

Fiscal Implications:
The District will save the cost of these positions.
RESOLUTION 1325-16
RESOLUTION OF THE GOVERNING BOARD
OF THE CHICO UNIFIED SCHOOL DISTRICT

ELIMINATION OF CLASSIFIED SERVICES AND
ORDERING LAYOFFS IN THE CLASSIFIED SERVICE
FOR THE 2015-2016 SCHOOL YEAR

WHEREAS, due to lack of work, this Board hereby finds that it is the best interest of the Chico Unified School District that, as of the 23rd day of March, 2016, certain services now being provided by said School District be reduced or discontinued by the following extent:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Full-Time Equivalent</th>
<th>Site/Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parent Clerical Aide-Restricted</td>
<td>0.5</td>
<td>Chico High/Categorical</td>
</tr>
</tbody>
</table>

NOW, THEREFORE, BE IT RESOLVED that as of the 23rd day of March, 2016 classified position(s) of the Chico Unified School District be reduced or discontinued to the extent hereinabove set forth.

BE IT FURTHER RESOLVED that the Superintendent of this School District be and hereby is authorized and directed to give notice of termination of employment to affected classified employee(s) of this School District pursuant to Merit System rules and regulations and applicable provisions of the Education Code of the State of California not less than 60 days prior to the effective date of layoff as set forth above.

The Board authorizes and directs the Superintendent to carry forth all layoff proceedings resulting from the elimination of position(s) ordered herein above, including proceedings for layoff provided by the exercise of displacement rights and to service layoff notices to employees affected thereby. Where an employee displaces an employee holding a position in another class, the Superintendent is hereby authorized and directed to carry forth layoff proceedings resulting therefrom and to serve layoff notices to employees affected thereby.

In the event that an employee affected by the layoff proceedings authorized by this resolution chooses to retire or resign from District service, or other appropriate resolution is made, the Superintendent is authorized to rescind the layoff.

The foregoing RESOLUTION was passed and adopted at a meeting of the Board of Trustees of the CHICO UNIFIED SCHOOL DISTRICT on the 23rd day of March 2016, by the following vote to wit:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

DATED this 23rd day of March, 2016.

______________________________
Clerk of the Governing Board
of the Chico Unified School District
AGENDA ITEM: Resolution #1326-16, Elimination of Classified Services and Ordering Layoffs in the Classified Service for the 2015-2016 School Year

Prepared by: Jim Hanlon, Assistant Superintendent-Human Resources

☐ Consent  Board Date March 23, 2016
☐ Information Only
☒ Discussion/Action

Background Information
The District no longer needs the positions noted in the Resolution.

Educational Implications
None.

Fiscal Implications
The District will save the cost of these positions.
RESOLUTION 1326-16
RESOLUTION OF THE GOVERNING BOARD
OF THE CHICO UNIFIED SCHOOL DISTRICT

ELIMINATION OF CLASSIFIED SERVICES AND
ORDERING LAYOFFS IN THE CLASSIFIED SERVICE
FOR THE 2015-2016 SCHOOL YEAR

WHEREAS Education Code section 45308 provides for the layoff and reemployment of classified employees due to a lack of work and/or lack of funds, and,

WHEREAS the Superintendent of the Chico Unified School District (District) has advised the District's Governing Board (Board) that there is a lack of work and/or funds to maintain the following position(s) and that the Board should consider the elimination of the following position(s):

<table>
<thead>
<tr>
<th>Classification</th>
<th>Full-Time Equivalent</th>
<th>Site/Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attendance Technician</td>
<td>1.0000</td>
<td>Business Svcs/General</td>
</tr>
<tr>
<td>IA-Special Education</td>
<td>0.3125</td>
<td>Emma Wilson/Special Ed</td>
</tr>
<tr>
<td>IA-Special Education</td>
<td>0.3750</td>
<td>Wildflower/Special Ed</td>
</tr>
<tr>
<td>IA-Special Education</td>
<td>0.3750</td>
<td>Chapman/Special Ed</td>
</tr>
</tbody>
</table>

WHEREAS the District and the California School Employees Association, Chico Chapter 110 (CSEA) executed a Collective Bargaining Agreement (Agreement) effective July 1, 2012 through November 15, 2015. The CSEA's covered unit members, as defined in the Agreement, include those holding the positions described herein.

WHEREAS Article 1, Section 1.5.1 of the Agreement recognizes the authority of the District to make decisions to eliminate services and layoff therefrom.

WHEREAS Article 4 of the aforesaid Agreement covers layoff and reemployment and specifically provides that said Article includes all of the impact and effects of any layoff, demotion and/or reemployment for unit members and is thus a waiver to further bargain the effects of any specific decision to eliminate services and layoff therefrom, except as provided therein.

WHEREAS CSEA has been apprised of the contemplated elimination of services described herein in order to afford it the opportunity to exercise its rights under the Agreement.

NOW, THEREFORE, BE IT RESOLVED the Board has this date adopted the Superintendent's recommendations and ordered a reduction of classified services, and it appears to the Board that due to a lack of funds it is necessary to eliminate certain classified position(s) and to layoff affected employee(s) hereinabove set forth.

BE IT FURTHER RESOLVED that the Board authorizes the District Superintendent to give notice to the affected classified employee(s) of the layoff in accordance with Education Code Sections 45117 and 45308 and pursuant to Article 4 of the current collective bargaining agreement and pursuant to Merit System rules, such notice to be given at least forty-five (45) working days prior to the effective date of each layoff as set forth above.

The Board authorizes and directs the Superintendent to carry forth all layoff proceedings resulting from the elimination of position(s) ordered herein above, including proceedings for layoff provided by the exercise of displacement rights and to service layoff notices to employees
affected thereby. Where an employee displaces an employee holding a position in another
class, the Superintendent is hereby authorized and directed to carry forth layoff proceedings
resulting therefrom and to serve layoff notices to employees affected thereby. All such layoffs
shall be as of the designated effective date, forty-five (45) working days from notices of layoff.

In the event that an employee affected by the layoff proceedings authorized by this resolution
chooses to retire or resign from District service, or other appropriate resolution is made, the
Superintendent is authorized to rescind the layoff.

PASSED AND ADOPTED at a meeting of the Governing Board of the Chico Unified School
District of Butte County on March 23, 2016.

AYES:
NOES:
ABSTENTIONS:
ABSENT:

DATED this 23rd day of March, 2016.

Clerk of the Governing Board of the
Chico Unified School District
PROPOSED AGENDA ITEM:  First Reading of Board Policy Adoptions/Updates

Prepared by:  Administration

☐ Consent  Board Date  March 23, 2016

☒ Information Only

☐ Discussion/Action

**Background Information**
In order to govern effectively, Districts are required to have accurate and up-to-date Board Policies. By law, Districts are mandated to adopt many policies to ensure legal compliance. Working in conjunction with the California School Boards Association (CSBA) Policy Services, CUSD continues to update and revise Board Policies to ensure CUSD is legally compliant.

**Education Implications**
Up-to-date policies provide clarity to the expectations for students, parents, and staff.

**Fiscal Implications**
CUSD is required to have up-to-date and legally compliant policies. Failure to have such policies in place jeopardizes funding opportunities, especially in regards to Categorical dollars.