

# **CUSD Board of Education**

## **Regular Meeting Agenda**

**Chico City Council Chambers**

**July 18, 2012**

**CLOSED SESSION – 5:00 P.M.**

**REGULAR BOARD MEETING – 6:00 P.M.**



## **Board Members**

**Dr. Andrea Lerner Thompson, President**

**Elizabeth Griffin, Vice President**

**Eileen Robinson, Clerk**

**Dr. Kathleen Kaiser, Member**

**Jann Reed, Member**

**Kelly Staley, Superintendent**

**This Agenda is Available at:**

**Chico Unified School District**

**1163 E. 7<sup>th</sup> Street**

**Chico, CA 95928**

**(530) 891-3000**

**Or Online at:**

**[www.chicousd.org](http://www.chicousd.org)**

**Posted: 07/12/12**

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 PARTICIPATON 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 PARTICIPATON 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 3<sup>rd</sup> 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](http://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](http://www.chicousd.org).

# **CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION**

Regular Meeting – July 18, 2012

Closed Session – 5:00 p.m.

Regular Session – 6:00 p.m.

Chico City Council Chambers  
421 Main Street, Chico, CA 95928

## **AGENDA**

### **1. CALL TO ORDER**

- 1.1. Public comment on closed session items

### **2. CLOSED SESSION**

#### **2.1. Conference with Legal Counsel Anticipated Litigation**

Significant exposure to litigation pursuant  
to Government Code §54956.9(b)  
(one case)

#### Attending:

Kelly Staley, Superintendent  
Bob Feaster, Asst. Superintendent  
Maureen Fitzgerald, Asst. Superintendent  
Michael Weissenborn, Director  
Julie Kistle, Construction Manager  
Addison Covert, Attorney at Law

#### **2.2. Update on Labor Negotiations**

Employee Organizations:

Representatives:

CUTA

CSEA, Chapter #110

Kelly Staley, Superintendent

Bob Feaster, Asst. Superintendent

Maureen Fitzgerald, Asst. Superintendent

#### **2.3. Public Employment: Terms of Contract**

Per Government Code §54957

Title: Assistant Superintendent, Educational Services

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

### **3. RECONVENE TO REGULAR SESSION**

- 3.1. Call to Order
- 3.2. Report Action Taken in Closed Session
- 3.3. Flag Salute

### **4. HONORING OF RETIREES**

### **5. SUPERINTENDENT'S REPORT AND RECOGNITION**

### **6. ITEMS FROM THE FLOOR**

### **7. REPORTS FROM EMPLOYEE GROUPS REGARDING NEGOTIATIONS**

- 7.1. District
- 7.2. CSEA
- 7.3. CUMA
- 7.4. CUTA

### **8. CONSENT CALENDAR**

#### **8.1. GENERAL**

- 8.1.1. Consider Approval of Minutes of Regular Session on June 20, 2012, and Special Session on June 26, 2012
- 8.1.2. Consider Approval of Items Donated to the Chico Unified School District

**8.2. EDUCATIONAL SERVICES**

- 8.2.1. Consider Approval of the Field Trip Request for Chico High School FFA Students to Attend the National FFA Convention in Indianapolis, IN from 10/23/12 to 10/27/12
- 8.2.2. Consider Approval of the Consultant Agreement with Learning for Living, Inc. to Provide a Two-Day Training for the Breaking Down the Walls Program at Pleasant Valley High School
- 8.2.3. Consider Approval of the Consultant Agreement with John Siebal to Provide Prevention/Intervention Work with Staff and Students at Pleasant Valley and Fair View High Schools
- 8.2.4. Consider Approval of the Consultant Agreement with Foley Jones and Associates to Provide Assistance in the Management of the 21<sup>st</sup> Century and ASES After School Programs
- 8.2.5. Consider Approval of the Consultant Agreement with Gutierrez Law Group to Provide Legal Counsel Regarding Special Education Services
- 8.2.6. Consider Approval of the Quarterly Report on Williams Uniform Complaints
- 8.2.7. Consider Approval of the Special Education Non-Public School Placements

**8.3. BUSINESS SERVICES**

- 8.3.1. Consider Approval of Accounts Payable Warrants
- 8.3.2. Consider Approval of Nutrition Services Bids for 2012-2013 School Year

**8.4. HUMAN RESOURCES**

- 8.4.1. Consider Approval of Certificated Human Resources Actions
- 8.4.2. Consider Approval of Classified Human Resources Actions

**9. DISCUSSION/ACTION CALENDAR****9.1. EDUCATIONAL SERVICES**

- 9.1.1. Discussion/Action: Elementary Student Support Program Update (David Scott and Scott Lindstrom)
- 9.1.2. Discussion/Action: Approval of New Board Policy 6170.1, Transitional Kindergarten (Joanne Parsley)

**9.2. BUSINESS SERVICES**

- 9.2.1. Discussion/Action: Grant of Non-Exclusive Easements at Chico High School and Chico Junior High School to California Water Service Company (Michael Weissenborn)
- 9.2.2. Discussion/Action: Site Work and Construction for Inspire Facilities at Chico High School Campus (Michael Weissenborn)

**9.3. HUMAN RESOURCES**

- 9.3.1. Discussion/Action: Approval of a Variable Term Waiver Request for an Early Childhood Special Education Certificate for Certificated Special Education Employees Cari McWilliams and Rebekah Newman (Bob Feaster)

**10. ITEMS FROM THE FLOOR****11. ANNOUNCEMENTS****12. ADJOURNMENT**

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MINUTES

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**CALL TO ORDER**

1. At 5:00 p.m. Board President Thompson 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: Thompson, Griffin, Robinson, Kaiser, Reed  
Absent: None

1.1 **Public comment on closed session items**

The floor was open for public comment on Closed Session Items. There were no public comments.

2. **CLOSED SESSION**

2.1 **Update on Labor Negotiations**

Employee Organizations

Representatives

CUTA

CSEA, Chapter #110

Kelly Staley, Superintendent

Bob Feaster, Assistant Superintendent

Maureen Fitzgerald, Assistant Superintendent

2.2 **Conference with Legal Counsel**

**Anticipated Litigation**

Significant exposure to litigation pursuant to Government Code §54956.9(b) (two cases)

**Attending:**

Kelly Staley, Superintendent

Bob Feaster, Asst. Superintendent

Maureen Fitzgerald, Asst. Superintendent

Paul Gant, Attorney at Law

2.3 **Public Employee Performance Evaluation**

Per Government Code §54957

Title: Superintendent

2.4 **Public Employment: Terms of Contract**

Per Government Code §54957

Title: Superintendent

Title: Assistant Superintendent, Business Services

Title: Assistant Superintendent, Human Resources

Title: Assistant Superintendent, Educational Services

3. **RECONVENE TO REGULAR SESSION**

3.1 **Call to Order**

At 6:04 p.m. Board President Thompson called the Regular Meeting to Order.

3.2 **Closed Session Announcements**

Board President Thompson announced the Board had been in Closed Session and there were no announcements.

3.3 **Flag Salute**

At 6:05 p.m. Board President Thompson led the salute to the Flag.

*At 6:06 p.m., Bethany Piniger, CSU, Chico Office of International Education, introduced a group of distinguished secondary, international educators, representing nearly every continent around the world, who were visiting Chico and observing the Board Meeting.*

4. **HONORING OF RETIREES**

At 6:09 p.m. the Board, Administration and employee representatives honored 53 retirees.

5. **SUPERINTENDENT'S REPORT**

At 6:30 p.m. Chico High School agriculture representatives, Ronnie Cockrell, Quinn Mendez and Courtney Wood, provided an update on FFA activities.

**MINUTES****6. ITEMS FROM THE FLOOR**

At 6:40 p.m. Board President Thompson asked if anyone in the audience would like to bring an item to the Board. There were no items from the floor.

**7. REPORTS FROM EMPLOYEE GROUPS REGARDING NEGOTIATIONS**

At 6:41 p.m. the Board received reports from employee groups regarding negotiations from Kevin Moretti for CUTA, Bob Feaster for the District, Susie Cox for CSEA, and John Bohannon for CUMA.

**8. CONSENT CALENDAR**

At 6:50 p.m. Board President Thompson asked if anyone would like to pull a Consent Item for further discussion. Board Member Reed asked to pull Items 8.1.7, 8.4.1. and 8.4.2. Board Member Kaiser wanted to discuss 8.4.2, as well. Board Member Reed moved to approve the remaining Consent Items; seconded by Board Member Kaiser.

**8.1. GENERAL**

8.1.1. The Board approved the Minutes of the Regular Session on May 16, 2012, Special Session on June 6, and Special Session on June 9, 2012.

8.1.2. The Board accepted the items donated to Chico Unified School District.

<b>Donor</b>	<b>Item</b>	<b>Recipient</b>
Kim Lieberman	\$150.00	Chapman Elementary
Charmon Walsh & Keva Planks	\$200.00	Hooker Oak K-8 School
Golden Apple Insurance	4 student bicycles/helmets @ \$400.00	McManus Elementary
	Gift Cards @ \$360.00	
The Pour House Restaurant	6 Gift Cards @ \$100.00	McManus Elementary
Gilbert & Donna Houston	\$50.00	Neal Dow Elementary
Alice Reyhner	\$1,000.00	Neal Dow Library
Tortilla Flats	\$100.00	Rosedale Elementary
Choua Xiong	Walmart Grant @ \$250.00	Sierra View Elementary
Natural Fashions, Inc.	\$650.00	Sierra View Elementary
PG&E Corp./James McLain	\$30.00	Marsh Jr. High
Bruce Dillman	Various Items @ \$1,846.00	Chico High
Beulah Rebekah Lodge No. 60	\$100.00	Fair View High
Soroptimist Int'l of Bidwell Rancho	\$1,200.00	Fair View High
Thomas Family	\$750.00	Pleasant Valley High
Justin Hartman	Paperback Books @ \$44.00	Pleasant Valley High
Linda Elliott	Books, DVD/USB Stick @ \$229.00	Pleasant Valley High
Camille Panighetti	Books @ \$156.00	Pleasant Valley High
Charlie Copeland/Sally Foltz	Books @ \$838.00	Pleasant Valley High
Pablo Lana/Quijote Sports	\$1,200.00	Pleasant Valley High
Carol Mitchell	\$834.00	Pleasant Valley High

8.1.3. The Board approved Resolution 1182-12, Notification to Consolidate Governing Board Member Elections

8.1.4. The Board approved Resolution 1183-12, Order of Election

8.1.5. The Board approved Resolution 1184-12, Costs of Candidates' Statements

8.1.6. The Board approved Resolution 1185-12, Procedure in Case of Tie Vote at Governing Board Election

8.1.7. The Board pulled this item for further discussion.

**8.2. EDUCATIONAL SERVICES**

8.2.1. The Board approved the Expulsion of Students with the following IDs: 43802, 43909, 52359, 53978, 54019, 55146, 55783, 58048, 59697, 65505, 71743, 71932, 72950

**MINUTES**

- 8.2.2. The Board approved the Field Trip Request for the Chico High FFA Officers to attend the Chapter Officer Retreat at Graeagle, CA from 7/25/12 to 7/27/12.
- 8.2.3. The Board approved the Field Trip Request for the Chico High FFA Officers to attend the Chapter Officer Leadership Conference in Mill Creek at Camp Tehama from 9/14/12 to 9/17/12.
- 8.2.4. The Board approved the Consultant Agreement with Loy Mattison (Mattison Enterprises) for ERATE consulting.
- 8.2.5. The Board approved the Consultant Agreement with Computers for Classrooms
- 8.2.6. The Board approved the CAHSEE Waivers for Students with Disabilities.
- 8.2.7. The Board approved the Charter School Annual Site Visit Reports.
- 8.2.8. The Board approved the Agricultural Vocational Education Incentive Grant

**8.3 BUSINESS SERVICES**

- 8.3.1. The Board approved the Accounts Payable Warrants.
- 8.3.2. The Board approved the Declaration of Surplus Property.

**8.4 HUMAN RESOURCES**

- 8.4.1. The Board pulled this item for further discussion.

<u>Name/Employee #</u>	<u>Assignment</u>	<u>Effective</u>	<u>Comment</u>
<b><u>Temporary Appointments 2012/13</u></b>			
Akimoto, Emily	Elementary	2012/13	1.0 FTE Temporary Appointment
Barnum, Andrew	Elementary	2012/13	1.0 FTE Temporary Appointment
Barnum, Jane	Elementary	2012/13	1.0 FTE Temporary Appointment
Bay, Katy	Elementary	2012/13	1.0 FTE Temporary Appointment
Bloom, Amanda	Elementary	2012/13	1.0 FTE Temporary Appointment
Boles, Kathleen	Elementary	2012/13	1.0 FTE Temporary Appointment
Boles, Liana	Secondary	2012/13	0.4 FTE Temporary Appointment
Bracco, Angela	Secondary	2012/13	1.0 FTE Temporary Appointment
Brown, Monica	Elementary	2012/13	1.0 FTE Temporary Appointment
Canales, Andrew	Elementary	2012/13	1.0 FTE Temporary Appointment
Clements, Katelyn	Elementary	2012/13	1.0 FTE Temporary Appointment
Combs, Lucy	Elementary	2012/13	0.4 FTE Temporary Appointment
Del Real, Kristen	Elementary	2012/13	1.0 FTE Temporary Appointment
Enserro, Hollis	Secondary	2012/13	0.6 FTE Temporary Appointment
Erwin, Lindsey	Elementary	2012/13	1.0 FTE Temporary Appointment
Fitzpatrick, Laura	Elementary	2012/13	1.0 FTE Temporary Appointment
Fitzstevens, Naomi	Elementary	2012/13	1.0 FTE Temporary Appointment
Fritz, Katy	Elementary	2012/13	1.0 FTE Temporary Appointment
Gephart, Heather	Elementary	2012/13	1.0 FTE Temporary Appointment
Gimbal, Kim	Elementary Music	2012/13	0.2 FTE Temporary Appointment
Gonzalez, Margarita	Special Education	2012/13	1.0 FTE Temporary Appointment
Hamilton, Ellen	Secondary	2012/13	1.0 FTE Temporary Appointment
Hansen, Annalisa	Secondary	2012/13	0.4 FTE Temporary Appointment
Johnson, Julie	Elementary	2012/13	0.7 FTE Temporary Appointment
Jorgensen, Laura	Secondary Counselor	2012/13	1.0 FTE Temporary Appointment
Jungwirth, Rosalyn	Elementary	2012/13	1.0 FTE Temporary Appointment
Long, Michelle	Secondary	2012/13	0.4 FTE Temporary Appointment
Love, Rachel	Secondary	2012/13	1.0 FTE Temporary Appointment
Lundberg, Shelbi	Elementary	2012/13	1.0 FTE Temporary Appointment
Mayr, Martha	Elementary	2012/13	0.8 FTE Temporary Appointment

**MINUTES**

McCord, Christa	Special Education	2012/13	0.3 FTE Temporary Appointment
McGarr, Carrie	Secondary	2012/13	1.0 FTE Temporary Appointment
Molchen, Kelly	Elementary	2012/13	1.0 FTE Temporary Appointment
Moyles, Caitlyn	Elementary	2012/13	0.4 FTE Temporary Appointment
Myers, Carie	Secondary	2012/13	1.0 FTE Temporary Appointment
Nielsen, Erin	Elementary	2012/13	0.5 FTE Temporary Appointment
Oden, Justine	Elementary	2012/13	1.0 FTE Temporary Appointment
Palmer, James	Elementary	2012/13	1.0 FTE Temporary Appointment
Payne, Shannon	Elementary	2012/13	1.0 FTE Temporary Appointment
Perrin, Melanie	Elementary	2012/13	1.0 FTE Temporary Appointment
Petri, Azzurra	Elementary	2012/13	0.7 FTE Temporary Appointment
Pitsker, Stacy	Elementary	2012/13	1.0 FTE Temporary Appointment
Rabo, Michelle	Elementary	2012/13	1.0 FTE Temporary Appointment
Redkey, Chase	Secondary	2012/13	0.4 FTE Temporary Appointment
Resendez, Jr., Roland	Elementary	2012/13	1.0 FTE Temporary Appointment
Roberts, Felicia	Elementary	2012/13	1.0 FTE Temporary Appointment
Scott, Erica	Secondary	2012/13	1.0 FTE Temporary Appointment
Simpson, Corey	Special Education	2012/13	1.0 FTE Temporary Appointment
Smith, Melissa	Elementary	2012/13	1.0 FTE Temporary Appointment
Smith, Nicole	Elementary	2012/13	1.0 FTE Temporary Appointment
Snyder, Charles	Elementary	2012/13	1.0 FTE Temporary Appointment
Swanberg, Katelyn	Elementary	2012/13	1.0 FTE Temporary Appointment
Wood, Stephanie	Elementary	2012/13	1.0 FTE Temporary Appointment

**Probationary Appointments 2012/13**

Aguilar, Kathleen	Elementary-Immersion	2012/13	1.0 FTE Probationary Appointment
Ballew, Nicole	Elementary	2012/13	1.0 FTE Probationary Appointment
Brosius, Cara	Special Education	2012/13	1.0 FTE Probationary Appointment
Brothers, Herminia	Elementary	2012/13	1.0 FTE Probationary Appointment
Canales, Lindsay	Special Education	2012/13	1.0 FTE Probationary Appointment
Consoli, Amalia	Elementary	2012/13	1.0 FTE Probationary Appointment
Davison, Jason	Special Education	2012/13	1.0 FTE Probationary Appointment
Gutierrez, Jiorgina	Elementary-Immersion	2012/13	1.0 FTE Probationary Appointment
Landeros, Ofelia	Elementary-Immersion	2012/13	1.0 FTE Probationary Appointment
McWilliams, Cari	Special Education	2012/13	1.0 FTE Probationary Appointment
Moore, Sarah	Speech Therapist	2012/13	1.0 FTE Probationary Appointment
Oswalt, Michelle	Elementary	2012/13	1.0 FTE Probationary Appointment
Swingle, Phillip	Elementary	2012/13	1.0 FTE Probationary Appointment
Weaver, Chris	Elementary	2012/13	1.0 FTE Probationary Appointment

**Administrative Appointments 2012/13**

Bettencourt, Joann		2012/13	Change from Teaching Principal to Elementary Principal
DeBock, Laurie		2012/13	Change from Elementary Principal to Assistant Principal, Jr. High School

**Leave Requests 2012/13**

Anzalone, Merrilee	Elementary	2012/13	0.2 FTE CUTA Leadership Leave
George, Beverly	Special Education	2012/13	0.4 FTE Personal Leave (STRS Reduced Workload)
Knecht, M. Jan	Elementary	2012/13	0.1 FTE Personal Leave (STRS Reduced Workload) increasing current leave to .3 FTE
Price, Maya	Secondary	2012/13	0.4 FTE Child Care Leave
Wing, George	Elementary Fine Arts	2012/13	0.1 FTE Personal Leave (STRS Reduced Workload) increasing current leave to .5 FTE



## MINUTES

**Rescind Leave Request 2012/13**

de la Torre-Stuart, Idalia	Elementary	2012/13	Rescind .2 FTE Child Care Leave Request
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**Retirements/Resignations**

Schaefer, Peggy	Elementary	6/1/12	Retirement
Smith, Margaret	Elementary	6/30/12	Retirement
Wallace, Barbara	Elementary	7/1/12	Retirement
Wallace, Jennifer	Elementary	6/15/12	Retirement
Ward, William	Secondary	5/25/12	Retirement
Zoller, Karen	Elementary	6/1/12	Retirement

**8.4.2.** The Board pulled this item for further discussion.

<b><u>ACTION NAME</u></b>	<b><u>CLASS/LOCATION/ASSIGNED HOURS</u></b>	<b><u>EFFECTIVE</u></b>	<b><u>COMMENTS/PRF #/ FUND/RESOURCE</u></b>
<b>APPOINTMENTS</b>			
BACKMON, ANTHONY	CAMPUS SUPERVISOR/MJHS/2.0	5/18/2012	REINSTATEMENT/245/ GENERAL/0000
BROCK, JR, PHILIP	COMPUTER TECHNICIAN/INFO TECHNOLOGY/8.0	7/1/2012	EXISTING POSITION/272/ GENERAL/0000
FILIPPI, JANICE	CAFETERIA ASSISTANT/MJHS/3.6	8/20/2012	VACATED POSITION/284/ NUTRITION/5310
JOHNSON, STEPHANIE	IPS-HEALTHCARE/SIERRA VIEW/3.0	8/20/2012	VACATED POSITION/261/ SPECIAL EDUCATION/6501
LEEK, JAMES	COMPUTER TECHNICIAN/INFO TECHNOLOGY/8.0	7/1/2012	EXISTING POSITION/274/ GENERAL/0000
PENNER, BETH	FISCAL SERVICES MANAGER/ BUSINESS SERVICES/8.0	6/12/2012	VACATED POSITION/283/ CATEGORICAL3010 & 6010 & 7090
SCHULTZ, NATHANIEL	COMPUTER TECHNICIAN/INFO TECHNOLOGY/8.0	7/1/2012	EXISTING POSITION/273/ GENERAL/0000
SULLIVAN, LORI	COMPUTER TECHNICIAN/INFO TECHNOLOGY/8.0	7/1/2012	EXISTING POSITION/271/ GENERAL/0000
TRULOCK, ASHLEY	IPS-HEALTHCARE/PARKVIEW/4.0	8/20/2012	NEW POSITION/219/ SPECIAL EDUCATION/6501
<b>LEAVES OF ABSENCE</b>			
HARVEY, LAURA	IPS-HEALTHCARE/PARKVIEW/3.5	8/20/2012-12/20/2012	PER CBA 5.12
KAUFMANN, STEVEN	IPS-CLASSROOM/PARKVIEW/4.0	8/20/2012-12/14/2012	PER CBA 5.12
STEWART-REIBLEIN, KATHERIN	IPS-HEALTHCARE/CITRUS/3.5 & 3.0	5/12/2012-5/18/2012	PER CBA 5.12
<b>PROMOTION</b>			
VANBUSKIRK, PETER	DIRECTOR-FISCAL SERVICES/ BUSINESS SERVICES/8.0	6/01/2012	VACATED POSITION/260/ GENERAL/0000
<b>RESIGNATION/TERMINATION</b>			
BERG, KATHERINE	IPS-HEALTHCARE/CHAPMAN/6.0	6/29/2012	AMEND RESIGNATION DATE
EMPLOYEE HOLDING POS #228002	OFFICE ASSISTANT ELEMENTARY ATTENDANCE/ SIERRA VIEW/4.0	6/4/2012	RELEASED DURING PROBATION
EMPLOYEE HOLDING POS #412461	IPS-CLASSROOM/MJHS/6.0	5/17/2012	RELEASED DURING PROBATION
HANF, CAROLYN	PARENT CLASSROOM AIDE-RESTR/	5/24/2012	VOLUNTARY RESIGNATION

## MINUTES

	SHASTA/4.8		
NEVES, CAROLYN	SR LIBRARY MEDIA ASSISTANT/PVHS/6.0 & .8	6/4/2012	PERS RETIREMENT
<b>RESIGNED ONLY THIS POSITION</b>			
BROCK, JR, PHILIP	COMPUTER TECHNICIAN/INFO TECHNOLOGY/8.0	6/30/2012	INCREASE WORK YEAR
FILIPPI, JANICE	CAFETERIA ASSISTANT/MJHS/2.8	8/19/2012	INCREASE IN HOURS
LEEK, JAMES	COMPUTER TECHNICIAN/INFO TECHNOLOGY/8.0	6/30/2012	INCREASE WORK YEAR
SCHULTZ, NATHANIEL	COMPUTER TECHNICIAN/INFO TECHNOLOGY/8.0	6/30/2012	INCREASE WORK YEAR
SULLIVAN, LORI	COMPUTER TECHNICIAN/INFO TECHNOLOGY/8.0	6/30/2012	INCREASE WORK YEAR
VANBUSKIRK, PETER	FISCAL SERVICES MANAGER/ BUSINESS SERVICES/8.0	5/31/2012	PROMOTION

**Appointments – Summer School, Day-to-Day, Contingent Upon Enrollment**

<b><u>Name</u></b>	<b><u>Classification/Location/Assigned Hours</u></b>	<b><u>Effective</u></b>	<b><u>Comments</u></b>
Allen, Phuong	IPS: Healthcare/Chapman/5	6/4/2012 - 6/29/2012	Summer School
Alstad, Mark	School Bus Driver 2/Transportation/5.5	6/4/2012 - 6/29/2012	Summer School
Bhojak, Debbie	IPS: Healthcare/Loma Vista/5	6/4/2012 - 6/29/2012	Summer School
Brasier, Patricia	Transportation Spec Ed Aide/Transportation/5.6	6/4/2012 - 6/29/2012	Summer School
Budgett, Cheryl	School Bus Driver 1/Transportation/4	6/4/2012 - 6/29/2012	Summer School
Carey, Sam	School Bus Driver 2/Transportation/4.1	6/4/2012 - 6/29/2012	Summer School
Carlson, Cherie	IPS: Healthcare/Loma Vista/5	6/4/2012 - 6/29/2012	Summer School
Cox, Susan	School Bus Driver 2/Transportation/6.2	6/4/2012 - 6/29/2012	Summer School
Davis, Happi	Transportation Spec Ed Aide/Transportation/1.9	6/4/2012 - 6/29/2012	Summer School
Day, Doris	School Bus Driver 2/Transportation/4.9	6/4/2012 - 6/29/2012	Summer School
Decker, Tammy	School Bus Driver 2/Transportation/4.6	6/4/2012 - 6/29/2012	Summer School
Deome, Gale	School Bus Driver 2/Transportation/3.7	6/11/2012 - 6/29/2012	Summer School
Ennes, Cinthia	IPS: Healthcare/Loma Vista/5	6/4/2012 - 6/29/2012	Summer School
Feaster, Erin	IPS: Healthcare/Loma Vista/5	6/4/2012 - 6/29/2012	Summer School
Gallaway, Sherri	Transportation Spec Ed Aide/Transportation/4.8	6/4/2012 - 6/29/2012	Summer School
Harrison, Stacey	Transportation Spec Ed Aide/Transportation/3.1	6/4/2012 - 6/29/2012	Summer School
Hazzard, Chuck	IA-Special Ed/PVHS/5	6/4/2012 - 6/29/2012	Summer School
Hightman, Becky	School Bus Driver 2/Transportation/4.5	6/4/2012 - 6/29/2012	Summer School

**MINUTES**

Leckenby, Dian	School Bus Driver	6/4/2012 -	Summer School
	2/Transportation/4.5	6/29/2012	
Liggett, Bridgette	Transportation Spec Ed	6/4/2012 -	Summer School
	Aide/Transportation/4.7	6/29/2012	
Mendoza, Mark	School Bus Driver	6/4/2012 -	Summer School
	2/Transportation/4.5	6/29/2012	
Nemat-Nasser, Karen	School Bus Driver	6/4/2012 -	Summer School
	2/Transportation/5.5	6/29/2012	
Penne, Danielle	IA-Special Ed/Chapman/5	6/4/2012 -	Summer School
		6/29/2012	
Reyez-Yanez, Karen	School Bus Driver	6/4/2012 -	Summer School
	2/Transportation/4.3	6/29/2012	
Rhody, Lisa	IPS: Healthcare/Loma Vista/5	6/4/2012 -	Summer School
		6/29/2012	
Rosales, Lidia	School Bus Driver	6/4/2012 -	Summer School
	2/Transportation/3.6	6/29/2012	
Runnells, Marina	Transportation Spec Ed	6/4/2012 -	Summer School
	Aide/Transportation/5.1	6/29/2012	
Saylor, Lisa	IPS: Healthcare/Loma Vista/5	6/4/2012 -	Summer School
		6/29/2012	
Smyzer, Elliott	School Bus Driver	6/4/2012 -	Summer School
	2/Transportation/3.9	6/29/2012	
Story, Wanda	Transportation Spec Ed	6/4/2012 -	Summer School
	Aide/Transportation/1	6/29/2012	
Thomas, Kristy	School Bus Driver	6/4/2012 -	Summer School
	1/Transportation/4.2	6/29/2012	

**Resignation/Termination**

<b><u>Name</u></b>	<b><u>Classification/Location/Assigned Hours</u></b>	<b><u>Effective</u></b>	<b><u>Comments</u></b>
Drews, Jessica	IPS: Healthcare/Loma Vista/5	6/4/2012	Voluntary Resignation
Rodgers, Laura	IPS: Healthcare/Loma Vista/5	6/3/2012	Voluntary Resignation

**(Consent Vote)**

AYES: Thompson, Griffin, Robinson, Reed, Kaiser

NOES: None

ABSENT: None

**9. DISCUSSION/ACTION CALENDAR****ITEMS REMOVED FROM CONSENT FOR FURTHER DISCUSSION**

**8.1.7** At 6:51 p.m. Board Member Reed moved to pull the Assistant Superintendent for Educational Services contract for further deliberation, seconded by Board Clerk Robinson.

AYES: Thompson, Griffin, Robinson, Reed, Kaiser

NOES: None

ABSENT: None

A motion to approve 8.1.7 as amended, language to read: *Consider Approval of Terms of Contract for Superintendent; Assistant Superintendent, Business Services; and Assistant Superintendent Human Resources*; was made by Board Member Reed, seconded by Board Clerk Robinson.

AYES: Thompson, Griffin, Robinson, Reed, Kaiser

NOES: None

ABSENT: None

## MINUTES

- 8.4.1 At 6:44 p.m. Board Member Reed asked that additional information be provided in the Human Resources  
& Actions such as savings on retiring staff, taking into consideration at what salary step new employees are  
8.4.2 hired and the overall costs/savings to the District. Superintendent Staley indicated that because retiring staff leaving positions and new hires into those positions very rarely appear on the same Agenda this might not be as clean as hoped in presenting cost information. Assistant Superintendent Feaster offered to draft options on showing costs that might meet the needs of the Board. Board President Thompson asked that Board Member Reed work with Assistant Superintendent Feaster on a framework to bring to the Board. Additionally on 8.4.2, Board Member Kaiser voiced her strong support of the Feed the Kids program during summer which created 18 paid positions. A motion to approve 8.4.1 and 8.4.2 was entered by Board Member Kaiser and seconded by Board Member Reed.

AYES: Thompson, Griffin, Robinson, Reed, Kaiser

NOES: None

ABSENT: None

9.1. **EDUCATIONAL SERVICES**

9.1.1. **Information: Athlete Committed Program**

At 6:58 p.m. Director Dave Scott, Teacher Bill Flory, Butte County Behavioral Health staff Amanda Montgomery and Brian Gulbranson and students from PVHS and CHS presented information on the program which fosters positive prevention programs for athletes, encourages responsible adults and helps make positive changes to reach student potential. John Underwood will be here on August 16, to present a program to PE teachers/coaches, secondary students, and the Board. Held at the Center for Arts, it starts at 8:00 am to 11:00 am. Board President Thompson asked if there were any questions or comments from the audience. There were none.

9.2. **BUSINESS SERVICES**

9.2.1. **Discussion/Action: Preauthorization for Site Work and Construction for Inspire Facilities at Chico High School Campus**

At 7:25 p.m. Facilities Director Mike Weissenborn provided an update on the status of housing for the Inspire campus on the Chico High campus. Designed Mobile Systems Industries (DMSI) previously presented a proposal to refurbish four buildings, reconfiguring into two 48x40 classrooms. These portable classrooms and a refurbished restroom will be added to the Chico High campus through a plan by the District and Stafford, King & Weise Architects. The work will be accomplished utilizing a piggyback contract bid out by the Santa Ynez Valley Union High School District and awarded to DMSI, covering the factory refurbishing. The District will do the inside work utilizing local contractors. The cost for site work would be in a range of \$140,000 - \$175,000, including a permanent fire hydrant. Board Clerk Robinson and Board Member Reed asked if these changes would free up space for Chico High School. Director Weissenborn indicated that would be part of future conversations with the Board. Superintendent Staley indicated that it would come back either in July or August. At 7:40 p.m. Board President Thompson asked if there were any comments from the audience. Bruce Langston suggested that the Board set a maximum limit on the site work. Board Member Reed moved to authorize the Superintendent or her designee to enter into a contract with the lowest responsive bidder for the site work and DSMI modification for refurbishing of the two portable classrooms and the portable restroom, to be placed on the Chico High School Campus for Inspire School of Arts & Sciences with the site work, including a fire hydrant, not to exceed \$175,000; seconded by Board Vice President Griffin. Board Member Kaiser raised the concern that since the work had not even started, if through unforeseen circumstances the cost exceeded \$175,000 and needed Board approval, there may not be enough time to get it and complete the project by the start of fall semester. Board Vice President Griffin offered a friendly amendment to Board Member Reed to change the maximum amount of her motion to \$200,000; the friendly amendment was accepted.

AYES: Thompson, Griffin, Robinson, Reed, Kaiser

NOES: None

ABSENT: None

## MINUTES

**9.2.2. Discussion/Action: Approve Resolution #1186-12, November 2012 School Improvement Measure Bond Tax Rate Extension**

At 7:45 p.m. Assistant Superintendent Fitzgerald reported that the polling was complete regarding this measure and resulted in the tax rate extension proposal for the November ballot. The language on the ballot will be *“Without increasing current tax rates and to improve the quality of education at local Chico Schools, improve student access to computers and modern technology, repair leaky roofs, replace plumbing systems, and upgrade heating, ventilation and cooling systems, shall Chico Unified School District acquire construct, repair, modernize restrooms, classrooms, school facilities, sites, fields, equipment by issuing \$78,000,000 of bonds at legal interest rates, with independent citizens’ oversight and NO money taken by the State or used for administrator’s salaries?”* Assistant Superintendent Fitzgerald responding to Board Member Kaiser indicated that there was no prioritization in the scope of work, that a committee would be appointed from community and business, not district people, to monitor the spending and the Board would review projects pre-, during, and post, as well as the closeout of those projects through full life-cycle. The specific project scope was derived from the answers to the polling. Board President Thompson asked if sites were consulted. Assistant Superintendent Fitzgerald indicated that the District was not there yet and would be waiting for the vote in November to start that process. To Board President Thompson’s question whether the priority would remain in Secondary, Assistant Superintendent Fitzgerald said that would be the Board’s call and that the scope covers not just school sites, but all of the District. Board President Thompson asked why the word “athletics” was not included in the ballot language. The response was that no one specific group was listed, only the project scope and in this instance the ballot language included facilities, fields and equipment. To Board Clerk Robinson’s comment on “demolition” Assistant Superintendent Fitzgerald indicated that the all-inclusive language covers anything that might need to happen. Board President Thompson asked for comment from the audience. CUTA representative Moretti asked how this could go forward without raising taxes. Assistant Superintendent indicated that this was not a new school bond, but an extending out of the tax rate on an existing bond. Lyla Gregg asked Greg Isom of Isom Advisors, who was advising the District, about the poll taken. Mr. Isom indicated it was a phone call poll conducted by a polling company in Utah with standard bond questions to 400 people over a 5-day period; with a margin of error at 4.86%. Board Vice President Griffin moved to approve Resolution 1186-12; Board Member Kaiser seconded.

AYES: Thompson, Griffin, Robinson, Reed, Kaiser

NOES: None

ABSENT: None

*At 8:00 p.m. the Board took a break.*

*At 8:06 p.m. the Board returned.*

**9.2.3. Public Hearing/Discussion/Action: Public Hearing and Adoption of 2012-13 Budget**

At 8:07 p.m. Director Fitzgerald reviewed the budget, stating the major change was the implementation of a new Business Management System on January 1, where human resources database feeds into payroll and position control, which feeds the Budget. This is a better organizational budget for reporting and accountability. It’s an on-line system for the district and the sites and in place now. The 2012-13 CUSD budget is based on the state budget which is based on non-realized revenues – a positive outcome of the November tax initiative. The District budget remains basically the same as the prior year. At 8:30 p.m., Board President Thompson opened the Public Hearing. Parent representative Todd Sturgis and CUTA representative Moretti asked clarifying questions. At 8:35 p.m., the Public Hearing was closed. Board Member Reed indicated that the District budget was the same as the State Budget, neither one real because they were based on the future outcome of the State tax initiative. Board Member Kaiser moved to approve the District budget as presented, seconded by Board Clerk Robinson.

AYES: Thompson, Griffin, Robinson, Kaiser

NOES: Reed

ABSENT: None

## MINUTES

**9.3. HUMAN RESOURCES****9.3.1. Discussion/Action: Resolution No. 1179-12, Elimination of Classified Services and Ordering Layoffs in the Classified Service for the 2012-2013 School Year**

At 8:55 p.m. Assistant Superintendent Feaster presented information on Resolution No. 1179-12, eliminating two, vacant positions, due to lack of funds. Board Vice President Griffin moved to approve Resolution 1179-12; seconded by Board Member Kaiser.

AYES: Thompson, Griffin, Robinson, Reed, Kaiser

NOES: None

ABSENT: None

**9.3.2. Discussion/Action: Resolution No. 1180-12, Elimination of Classified Services and Ordering Layoffs in the Classified Service for the 2012-2013 School Year**

At 8:56 p.m. Assistant Superintendent Feaster and Personnel Director Koll presented information on Resolution No. 1180-12, eliminating five, part time positions at Citrus due to lack of funds and Citrus's desire to no longer utilize the program which supported these positions. At 8:58 p.m. Board President Thompson asked for public comment. Parent Representative Sturgis asked if this would impact the volunteer reading program at Citrus. Director Janet Brinson indicated the school determined it no longer wanted to use this particular program and it would not negatively impact the volunteer reading program. As Citrus is a program improvement school, the District is applying other programs which can be tracked. Director Koll indicated that CSEA would monitor to ensure it was not supplanting with volunteers and so agreed to the personnel action. Board Vice President Griffin moved to approve Resolution 1180-12; seconded by Board Member Kaiser.

AYES: Thompson, Griffin, Robinson, Reed, Kaiser

NOES: None

ABSENT: None

**9.3.3. Discussion/Action: Resolution No. 1181-12, Personnel Commission Stipend**

At 9:10 p.m. Personnel Director, David Koll, presented information on Resolution No. 1181-12, which would increase the stipend CUSD paid to the Personnel Commission to \$20.00 to be donated to the Chico Community Scholarship Association. (Ed Code 45250 (correction)). A motion to approve 1181-12 was made by Board Clerk Robinson, seconded by Board Vice President Griffin. Board Member Reed objected to the language as presented, as CUSD Board should not be involved in the how the stipend is spent. Board Member Kaiser made a friendly amendment to increase the stipend to \$30.00. The friendly amendment died for lack of second. Board Vice President Griffin made a friendly amendment to Board Clerk Robinson to strike out the third paragraph and part of the fourth paragraph, leaving in the sentence "Whereas it is the desire of the Commission to increase the amount of their stipend." Board Member Reed did not agree with the language as amended. Board President Thompson suggested that the first paragraph remain as is, adding at the end that "It is noted that no increase has been made since that time." Paragraphs three and four are out and paragraphs five and six remain. Board Member Reed accepted that language; Board Clerk Robinson accepted the friendly amendment and Board Member Kaiser seconded.

AYES: Thompson, Griffin, Robinson, Reed, Kaiser

NOES: None

ABSENT: None

*At 9:25 p.m. Assistant Superintendent Feaster announced that Personnel Director Koll would be accepting another position in Chico and applauded his fine work while at the District. Board, Administration and employee group representatives wished him well.*

**9.3.4. Discussion/Action: Declaration of Need for Fully Qualified Educators**

At 9:30 p.m. Assistant Superintendent Feaster presented information on the declaration of need for fully qualified educators. This is a safeguard measure in case it is needed in the coming year. Board Member Kaiser asked why it wasn't higher; Assistant Superintendent Feaster indicated he wanted to be realistic. Board President Thompson voiced support for the staff in their actions.

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MINUTES

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Board Vice President Griffin moved to approve the Declaration; seconded by Board Clerk Robinson and Board Member Reed.

AYES: Thompson, Griffin, Robinson, Reed, Kaiser

NOES: None

ABSENT: None

#### 9.4 BOARD POLICIES

##### 9.4.1. **Information:** First Reading of New Board Policy 6170.1, Transitional Kindergarten

At 9:38 p.m. Joanne Parsley reviewed the Transitional Kindergarten program, mandated by the State. At Board Member Reed's inquiry Assistant Superintendent Fitzgerald indicated that we are guaranteed that we will get funding at age 5, but the trailer bill was not current. This was the first reading and the Policy will return at the next regular board meeting for approval

##### 9.4.2. **Discussion/Action:** Approval of Revised/Updated/New Board Policies

At 9:39 p.m. Board President Thompson noted the BPs could be approved all at one time, like consent items, then asked if anyone would like to pull a BP for further discussion. Board Member Reed asked to pull BPs 0420.4; 0420.41, and 1250. Board Member Kaiser asked to pull BPs 1312.3, 5131.2, 5141.6 and 6145. Board Member Kaiser moved to approve those BPs not pulled: 0410; 0420.42; 0420.43; 4030; 5131; 5144.1; 5145.3; 5145.7; 6178.1; and 7160; seconded by Board Vice President Griffin.

AYES: Thompson, Griffin, Robinson, Reed, Kaiser

NOES: None

ABSENT: None

#### **BOARD POLICIES REMOVED FOR FURTHER DISCUSSION**

##### **BP 0420.4, Charter School Authorization**

At 9:41 p.m. Board Member Reed added the words "are to" on the first paragraph, first line after the words "charter schools". Board Vice President Griffin moved to approve BP 0420.4 as amended; seconded by Board Clerk Robinson and Board Member Kaiser

AYES: Thompson, Griffin, Robinson, Reed, Kaiser

NOES: None

ABSENT: None

##### **BP 0420.41, Charter School Oversight**

At 9:43 p.m. after Board Member Reed received clarifying information from Director Bohannon, about the meaning of "school closes for any other reason", Board Vice President Griffin moved to approve 0420.41 as presented; seconded by Board Member Reed.

AYES: Thompson, Griffin, Robinson, Reed, Kaiser

NOES: None

ABSENT: None

##### **BP 1250, Visitors/Outsiders**

At 9:49 p.m. after Board Member Reed received information regarding visitor badges and Board Member Kaiser received information on the meaning of outsiders, she moved to approve BP 1250 as presented; seconded by Board Member Kaiser.

AYES: Thompson, Griffin, Robinson, Reed, Kaiser

NOES: None

ABSENT: None

##### **BP 1312.3, Uniform Complaint Procedures**

At 9:52 p.m. after receiving clarifying language on how the District was compliant with posting information Board Vice President Griffin moved to approve BP 1312.3 as presented; seconded by Board Member Kaiser.

AYES: Thompson, Griffin, Robinson, Reed, Kaiser

NOES: None

ABSENT: None

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MINUTES

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**BP 5131.2, Bullying**

At 10:00 p.m. after querying whether we post bullying information at District websites, Board Vice President Griffin moved to approve BP 5131.2 as presented; seconded by Board Clerk Robinson.

AYES: Thompson, Griffin, Robinson, Reed, Kaiser

NOES: None

ABSENT: None

**BP 5141.6, School Health Services**

At 10:10 p.m. when questioned who pays for school health services, Director Scott provided information on the types of services offered and the funds or outside agencies that support it. Board Vice President Griffin moved to approve BP 5141.6 as presented; seconded by Board Clerk Robinson.

AYES: Thompson, Griffin, Robinson, Reed, Kaiser

NOES: None

ABSENT: None

**BP 6145 , Extracurricular and Cocurricular Activities**

At 10:03 p.m. Board Member Kaiser wished to highlight transgender students are often bullied at high school, Board Vice President Griffin moved to table approval of BP 6145 until further clarification was received; seconded by Board Clerk Robinson.

AYES: Thompson, Griffin, Robinson, Reed, Kaiser

NOES: None

ABSENT: None

**BP 5144.1, Suspension and Expulsion/Due Process**

At 10:04 p.m. Superintendent Staley noticed incorrect language on a BP already approved earlier. On the sixth paragraph, first sentence, the words ‘on campus’ should be deleted.

Board Vice President Griffin moved to amend the prior approval of BP 5144.1 and the new motion excises the words “on campus” from the sixth paragraph beginning with ‘Alternatives to’; seconded by Board Clerk Robinson.

AYES: Thompson, Griffin, Robinson, Reed, Kaiser

NOES: None

ABSENT: None

**10. ITEMS FROM THE FLOOR**

At 10:05 p.m. there were no items from the floor.

**11. ANNOUNCEMENTS**

At 10:05 p.m. Kevin Moretti announced that the beginning of the year party would be held Friday, September 7 at the Elks from 3:00-6:00pm. Parent Representative Sturgis, in keeping with healthy food fundraisers, announced that olive oil from Ternero Olive Oil Company in Corning would be available for district fundraising.

**12. ADJOURNMENT**

At 10:07 p.m. Board President Thompson announced the meeting was adjourned.

ma

APPROVED:

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Board of Education

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Administration



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MINUTES

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**1. CALL TO ORDER**

At 1:37 p.m. Board Clerk Robinson called the meeting to order in the Large Conference Room at the Chico Unified District Office at 1163 East 7<sup>th</sup> Street and announced the Board was moving into Closed Session

Present: Robinson, Kaiser, Reed

Absent: Thompson, Griffin

**1.1. Public comment on closed session items**

The floor was open for public comment on Closed Session Items. There were no comments.

**2. CLOSED SESSION****2.1. Update on Labor Negotiations**

Employee Organization

Representatives:

CUTA

Kelly Staley, Superintendent

Bob Feaster, Assistant Superintendent

Maureen Fitzgerald, Assistant Superintendent

Jim Hanlon, Principal

Joanne Parsley, Director

Debbie Aldred, Principal

Ted Sullivan, Principal

Jay Marchant, Principal

**3. RECONVENE TO REGULAR SESSION****3.1. Call to Order**

At 3:19 p.m. Board Clerk Robinson called the Special Meeting to Order.

**3.2. Closed Session Announcements**

Board Clerk Robinson announced the Board had been in Closed Session and there was nothing to report.

**4. ADJOURNMENT**

At 3:20 p.m. Board Clerk Robinson announced the meeting was adjourned.

mm

APPROVED:

\_\_\_\_\_  
Board of Education

\_\_\_\_\_  
Administration

## DONATIONS/GIFTS

8.1.2.  
Page 1 of 1

Donor	Item	Recipient
CSU, Chico, School of Education	\$50.00	Rosedale TWI Elementary
Anonymous	\$200.00	Rosedale TWI Elementary
Willard Anthony Watts dba Zev2Go	Electric Vehicle @ \$12,000.00	Chico Unified

**PROPOSED AGENDA ITEM:** National FFA Convention

**Prepared by:** Quinn Mendez

☒ Consent

**Board Date** July 18, 2012

☐ Information Only

☐ Discussion/Action

**Background Information**

The National FFA Convention is the largest student gathering in the nation. Over 50,000 members meet to take part in career development events and leadership workshops. This convention has been approved by the National Association of Secretary School Principals (NASSP).

**Education Implications**

The students traveling to National Convention will get first hand experience in agriculture outside of California. There are national speakers who will be presenting leadership skills and career development workshops.

**Fiscal Implications**

The Chico North Valley Foundation (Agriculture acct.) will pay for expenses.

**Additional Information**

As an agriculture teacher, I will be attending this convention with three students who qualified to attend. We will be traveling to Indianapolis, IN via plane and then renting a car to travel to and from the convention center and to visit local ag attractions. This is a once in a lifetime experience and will be looked upon as an educational and memorable trip.

# CHICO UNIFIED SCHOOL DISTRICT

1163 East Seventh Street  
Chico, CA 95928-5999  
(530) 891-3000

8.2.1.  
Page 2 of 2

## FIELD TRIP REQUEST

**TO: CUSD Board of Education**

**Date:** 6/6/12

**FROM:** Quinn Mendez \_\_\_\_\_

**School/Dept.:** CHS/AG\_

**SUBJECT: Field Trip Request**

Request is for CHS FFA \_\_\_\_\_  
(grade/class/group)

Destination: Indianapolis, IN Activity: National FFA Convention \_\_\_\_\_

from 10-23-12 / 6am \_\_\_\_\_ to 10-27-12 / 8pm \_\_\_\_\_  
(dates) / (times) (dates) / (times)

Rationale for Trip: Attending National FFA Convention to advance leadership knowledge of students and advisors. \_\_\_\_\_

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: School truck, airline travel, rental car\_

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

### ESTIMATED EXPENSES:

Fees \$ ~~4500.00~~ 480.00 Substitute Costs \$ 240.00 Meals \$ 200.00

Lodging \$ 1,000.00 Transportation \$ 2,030.00 Other Costs \$ 550.00

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

Name CHS NVF Ag \_\_\_\_\_ Acct. #: \_\_\_\_\_ \$ 4500.00

Name \_\_\_\_\_ Acct. #: \_\_\_\_\_ \$ \_\_\_\_\_

Quinn Mendez  
Requesting Party

6/6/12  
Date

Quinn Mendez  
Site Principal

6/12/12  
Date

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

n/a  
Director of Transportation

\_\_\_\_\_  
Date

### IF MAJOR FIELD TRIP

Kelly Staley  
Director of Educational Services

6/13/12  
Date

☒ Recommend ☐ Not Recommended  
☐ Approved ☐ Not Approved

\_\_\_\_\_  
Board Action

\_\_\_\_\_  
Date

**PROPOSED AGENDA ITEM:** Consultant Agreement - Learning For Living, Inc.

**Prepared by:** Lance Brogden - Pleasant Valley High School

☒ Consent

Board Date July 18, 2012

☐ Information Only

☐ Discussion/Action

**Background Information**

Learning For Living, Inc. provides annual student/staff training for the Breaking Down the Walls program at Pleasant Valley High School.

**Education Implications**

This program provides the opportunity for students to learn how to make our campus safe and encourages an improved school culture.

**Fiscal Implications**

Impacts the PVHS Administrative Fund.

Mandatory Instructions  
(click to view)

CHICO UNIFIED SCHOOL DISTRICT  
Business Services  
1163 E. 7<sup>th</sup> Street, Chico, CA 95928  
(530) 891-3000

Business Services Use Only

CA# \_\_\_\_\_

V# \_\_\_\_\_

### CONSULTANT AGREEMENT

1. A completed BS10a. "Certificate of Independent Consultant Agreement" guideline is:

☒ On File (click to view) ☐ Attached

2. A completed W9 "Request for Taxpayer Identification Number and Certification" form is:

☒ On File (click to view) ☐ Attached

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

**Name:** Learning For Living, Inc.  
**Street Address/POB:** PO Box 279  
**City, State, Zip Code:** Meadow Vista, CA 95722  
**Phone:** 800-874-1100  
**Taxpayer ID/SSN:** 20-1038575

This agreement will be in effect from: 09/17/12 to 09/21/12

**Location(s) of Services:** (site) Pleasant Valley High School

3. **Scope of Work** to be performed: (attach separate sheet if necessary)  
To provide a two-day training for the Breaking Down The Walls Program.

4. **Goal (Strategic Plan, Site Plan, Other)** to be achieved as a result of Consultant services:  
To provide a safe school campus and a better school culture for students at PVHS

5. **Funding/Programs Affected:** (corresponding to accounts below)

- 1) Administrative Account  
2)  
3)

6. **Account(s) to be Charged:**

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	0009	0	1110	2700	5800	14	020
2)							5800	14	
3)							5800	14	

7. **Is there an impact to General Fund, Unrestricted funding?** ☒ Yes ☐ No

8. **Payment to Consultant:** (for the above services, District will pay Consultant as follows)

\$ 5,075.00 Per Unit, times 1.00 # Units = \$ 5,075.00 **Total for Services**

(Unit: ☐ Per Hour ☐ Per Day ☐ Per Activity)

9. **Additional Expenses:**

\$  
\$  
\$

**Total for**  
0.00 **Addit'l Expenses**

\$ 5,075.00 **Grand Total**

10. Amounts of \$5,001.00 or more require Board Approval: (date to Board)

(to be completed by Business Services)

**CONSULTANT TERMS AND CONDITIONS**

(Applicable, unless determined to be Contract Employee -- See BS10a)

Consultant Name: Learning For Living, Inc.

Business Services Use Only	
CA#	_____
V#	_____

- 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.
- 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.
- 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.
- If applicable, the Consultant will certify in writing, using Administration Form #3515.6, 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.
- 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 employee or agents.
- 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.
- Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
- 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.
- 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.chicoused.org/dept/business/documents/Consultant\\_Agreement.pdf](http://www.chicoused.org/dept/business/documents/Consultant_Agreement.pdf)). IRS publication SWR 40 and IRS Ruling 87-41 will assist the District in determining the payment method applied to this Consultant Agreement.

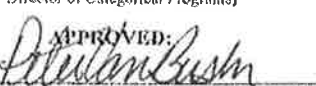
**11. AGREED TO AND ACCEPTED: (If determined to be a Contract Employee, a payroll check will be issued with applicable taxes withheld.)**

	Laurie Boyle	6-29-12
(Signature of Consultant)	(Print Name)	(Date)

**12. RECOMMENDED:**

	John Shepherd	7/2/12
(Signature of Originating Administrator)	(Print Name)	(Date)

**13. APPROVED:**

(Signature of District Administrator, or Director of Categorical Programs)	(Print Name)	(Date)
	<input checked="" type="checkbox"/> Consultant Peter VanBuskirk	7/6/12
(Signature of District Admin - Business Services)	(Print Name)	(Date)

**14. Authorization for Payment:**

<b>CHECK REQUIRED (Invoice to accompany payment request):</b> <input type="checkbox"/> Partial Payment thru: _____ (Date) <input type="checkbox"/> Full or Final Payment	<b>DISPOSITION OF CHECK by Accounts Payable:</b> (check released upon completion of services) <input type="checkbox"/> Send to Site Administrator: _____ (Date check required) <input type="checkbox"/> Mail to Consultant
\$ _____ (Amount) (Originating Administrator Signature - Use Blue Ink) (Date)	

**PROPOSED AGENDA ITEM: John Siebal, Contracted Employee**

**Prepared By: Janet Brinson**

- ☒ Consent
- ☐ Information Only
- ☐ Discussion/Action

Board Date: July 18, 2012

**Background Information**

John Siebal is a Prevention/Intervention Specialist. In support of the educational mission of Chico Unified School District, Mr. Siebal works with students who are at-risk and/or struggling with issues of substance abuse, violence prevention, anger-management. John Siebal is a licensed counselor and meets with students and families to work out difficult and complex family, psychological, emotional, and motivational issues. During the school year, he facilitates educational support groups and smoking prevention student/peer education trainings. In addition, he assists with classroom presentations in areas such as depression, anti-suicide education, stress management, positive problem solving techniques/self care.

**Education Implications**

John Siebal addresses issues that may interfere with the educational goals of students at Pleasant Valley and Fair View High Schools. By using this resource we find that we have increased safety at the school sites through these prevention/intervention services.

**Fiscal Implications**

There is no impact to the general fund.



Mandatory Instructions  
(click to view)

CHICO UNIFIED SCHOOL DISTRICT  
Business Services  
1163 E. 7<sup>th</sup> Street, Chico, CA 95928  
(530) 891-3000

8.2.3.  
Page 2 of 3

Business Services Use Only  
CA# \_\_\_\_\_  
V# \_\_\_\_\_

### CONSULTANT AGREEMENT

1. A completed BS10a. "Certificate of Independent Consultant Agreement" guideline is:

☒ On File (click to view) ☐ Attached

2. A completed W9 "Request for Taxpayer Identification Number and Certification" form is:

☒ On File (click to view) ☐ Attached

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

Name: John Siebal  
Street Address/POB: 656 E. 5th Street  
City, State, Zip Code: Chico, CA 95926  
Phone: [REDACTED]  
Taxpayer ID/SSN: [REDACTED]

This agreement will be in effect from: 08/13/12 to 06/06/13

Location(s) of Services: (site) Pleasant Valley and Fair View High Schools

3. Scope of Work to be performed: (attach separate sheet if necessary)

Prevention/intervention work with staff and students, including individual and group work related to substance use, anger and other acting-out behaviors. Additional 10 days required for preparation of support groups, scheduling and educational resources.

4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant services:

Reduction of substance use and other unhealthy behaviors.

5. Funding/Programs Affected: (corresponding to accounts below)

- 1) Fair View Pupil Retention Block  
2) Pleasant Valley Safe Schools, School Based, Pupil Retention Block  
3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	60.00	01	3010	0	1403	1000	5800	14	030
2)	40.00	01	7090	0	1110	1000	5800	14	020
3)							5800	14	

7. Is there an impact to General Fund, Unrestricted funding? ☐ Yes ☒ No

8. Payment to Consultant: (for the above services, District will pay Consultant as follows)

\$ 264.00 Per Unit, times 190.00 # Units = \$ 50,160.00 Total for Services

(Unit: ☐ Per Hour ☒ Per Day ☐ Per Activity)

9. Additional Expenses:

\$  
\$  
\$

Total for  
0.00 Addit'l Expenses

\$ 50,160.00 Grand Total

10. Amounts of \$5,001.00 or more require Board Approval: (date to Board)

(to be completed by Business Services)

**CONSULTANT TERMS AND CONDITIONS**(Applicable, unless determined to be Contract Employee – See BS10a)

Consultant Name: John Siebal

Business Services Use Only

CA# \_\_\_\_\_

V# \_\_\_\_\_

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 #3515.6, 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 employee 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.chicousd.org/\\_dept/business/documents/Consultant\\_Agreement.pdf](http://www.chicousd.org/_dept/business/documents/Consultant_Agreement.pdf)). IRS publication SWR 40 and IRS Ruling 87-41 will assist the District in determining the payment method applied to this Consultant Agreement.

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

 John Siebal 6/26/12  
(Signature of Consultant) (Print Name) (Date)

**12. RECOMMENDED:**

 Janet Brinson, Director 6/26/12  
(Signature of Originating Administrator) (Print Name) (Date)

**13. APPROVED:**

 Dave Scott, Director 06/26/12  
(Signature of District Administrator, or Director of Categorical Programs) (Print Name) (Date)

**APPROVED:**

 ☐ Consultant ☒ Contract Employee 6/28/12  
(Signature of District Admin.-Business Services) (Print Name) (Date)

**14. Authorization for Payment:****CHECK REQUIRED** (Invoice to accompany payment request):

- ☐ Partial Payment thru: \_\_\_\_\_  
(Date)
- ☐ Full or Final Payment

**DISPOSITION OF CHECK by Accounts Payable:**  
(check released upon completion of services)

- ☐ Send to Site Administrator: \_\_\_\_\_  
(Date check required)
- ☐ Mail to Consultant

\$ \_\_\_\_\_  
(Amount) (Originating Administrator Signature – Use Blue Ink) (Date)

**AGENDA ITEM:** Foley Jones & Associates Consultant Agreement

**Prepared by:** Janet Brinson, Director

☒ Consent

Board Date July 18, 2012

☐ Information Only

☐ Discussion/Action

**Background Information**

Foley Jones & Associates will provide assistance in the management of evaluation and data collection plans; technical assistance or monthly review and annual performance reports; attendance at monthly collaborative planning meetings; and developing, writing and submitting annual reports for 21<sup>st</sup> Century and ASES After School Programs. An evaluator is required for the ASES/21<sup>st</sup> CCLC programs.

**Educational Implications**

Increase student achievement in core subjects and provide a safe and healthy environment conducive to learning.

**Fiscal Implications**

No impact to the General Fund.

**CONSULTANT AGREEMENT**

1. A completed BS10a. "Certificate of Independent Consultant Agreement" guideline is:

☒ On File (click to view) ☐ Attached

2. A completed W9 "Request for Taxpayer Identification Number and Certification" form is:

☒ On File (click to view) ☐ Attached

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

**Name:** Foley Jones & Associates, LLC

**Street Address/POB:** PO Box 8661

**City, State, Zip Code:** Woodland, CA 95667

**Phone:** (530) 908-4604

**Taxpayer ID/SSN:** 27-4556161

This agreement will be in effect from: 07/01/12 to 06/30/13

**Location(s) of Services:** (site) Chico Unified School District

3. **Scope of Work** to be performed: (attach separate sheet if necessary)

Management of annual evaluation and data collection plan; technical assistance or monthly review and annual performance report; attendance bi-monthly collaborative planning meetings; and develop, write and submit annual reports for 21st Century and ASES After School Programs. Support site coordinators w/monthly visits.

4. **Goal (Strategic Plan, Site Plan, Other)** to be achieved as a result of Consultant services:

Increase student achievement core subjects.

Provide a safe and healthy environment conducive to learning.

5. **Funding/Programs Affected:** (corresponding to accounts below)

- 1) 21st Century Community Learning Center After School programs.
- 2) After School Education and Safety programs.
- 3)

6. **Account(s) to be Charged:**

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	90.00	01	4124	0	1110	1000	5800	14	674
2)	10.00	01	6010	0	1110	1000	5800	14	670
3)							5800	14	

7. Is there an impact to General Fund, Unrestricted funding? ☐ Yes ☒ No

8. **Payment to Consultant:** (for the above services, District will pay Consultant as follows)

\$ 62,000.00 - Per Unit, times 1.00 # Units = \$ 62,000.00 **Total for Services**

(Unit: ☐ Per Hour ☐ Per Day ☒ Per Activity)

9. **Additional Expenses:**

\$  
\$  
\$

**Total for**  
0.00 **Addit'l Expenses**

\$ 62,000.00 **Grand Total**

10. Amounts of \$5,001.00 or more require Board Approval: (date to Board)

(to be completed by Business Services)

**CONSULTANT TERMS AND CONDITIONS**(Applicable, unless determined to be Contract Employee – See BS10a)Consultant Name: **Foley Jones & Associates, LLC**

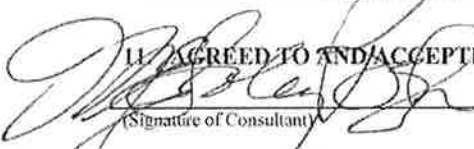
Business Services Use Only

CA# \_\_\_\_\_

V# \_\_\_\_\_

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 #3515.6, 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 employee 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.chicoudsd.org/dept/business/documents/Consultant\\_Agreement.pdf](http://www.chicoudsd.org/dept/business/documents/Consultant_Agreement.pdf)). IRS publication SWR 40 and IRS Ruling 87-41 will assist the District in determining the payment method applied to this Consultant Agreement.

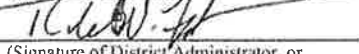
**11. AGREED TO AND ACCEPTED: (If determined to be a Contract Employee, a payroll check will be issued with applicable taxes withheld.)**

 MaryEllen Foley Bergh 7/10/2012  
 (Signature of Consultant) (Print Name) (Date)

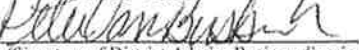
**12. RECOMMENDED:**

 Janet Brinson, Director 7/10/12  
 (Signature of Originating Administrator) (Print Name) (Date)

**13. APPROVED:**

 Bob Feaster, Assist. Superintendent 7-10-12  
 (Signature of District Administrator, or Director of Categorical Programs) (Print Name) (Date)

**APPROVED:**

 ☒ Consultant Peter VanBuskirk 7/10/12 ☐ Contract Employee  
 (Signature of District Admin.-Business Services) (Print Name) (Date)

**14. Authorization for Payment:****CHECK REQUIRED (Invoice to accompany payment request):**

- ☐ Partial Payment thru: \_\_\_\_\_ (Date)
- ☐ Full or Final Payment

**DISPOSITION OF CHECK by Accounts Payable:**  
(check released upon completion of services)

- ☐ Send to Site Administrator: \_\_\_\_\_ (Date check required)
- ☐ Mail to Consultant

\$

(Amount)

(Originating Administrator Signature – Use Blue Ink)

(Date)

PROPOSED AGENDA ITEM: Special Education - Legal Counsel

Prepared by: David G. Scott, Director, Educational Services



Consent



Information Only

Board Date: 07/18/12



Discussion/Action

Background Information

As required by the Individuals with Disabilities Act of 2004, the district is required to provide a free and appropriate public education to all eligible students with disabilities. The legal services will assist district staff in providing a program which meets the requirements of the law and associated regulations.

Education Implications

Students usually increase their academic, behavioral and social achievement when they are instructed in the most appropriate and least restrictive school environment.

Fiscal Implications

The projected cost for legal services is \$10,000 for the 2012-13 school year.

### CONSULTANT AGREEMENT

1. A completed BS10a. "Certificate of Independent Consultant Agreement" guideline is:

☒ On File (click to view) ☐ Attached

2. A completed W9 "Request for Taxpayer Identification Number and Certification" form is:

☒ On File (click to view) ☐ Attached

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

**Name:** Gutierrez Law Group  
**Street Address/POB:** 2322 Capitol Ave.  
**City, State, Zip Code:** Sacramento, CA 95816  
**Phone:** 916-492-2200  
**Taxpayer ID/SSN:** 26-3059816

This agreement will be in effect from: 07/01/12 to 06/30/13

**Location(s) of Services:** (site) Various

3. **Scope of Work** to be performed: (attach separate sheet if necessary)

Provide legal counsel regarding special education services

4. **Goal (Strategic Plan, Site Plan, Other)** to be achieved as a result of Consultant services:

- a. Increase student achievement
- b. Provide FAPE

5. **Funding/Programs Affected:** (corresponding to accounts below)

- 1) Special education
- 2)
- 3)

6. **Account(s) to be Charged:**

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	6500	0	5770	1121	5800	14	510
2)							5800	14	
3)							5800	14	

7. Is there an impact to General Fund, Unrestricted funding? ☒ Yes ☐ No

8. **Payment to Consultant:** (for the above services, District will pay Consultant as follows)

\$ 185.00 Per Unit, times 54.00 # Units = \$ 9,990.00 **Total for Services**

(Unit: ☐ Per Hour ☐ Per Day ☐ Per Activity)

9. **Additional Expenses:**

\$  
\$  
\$

**Total for**  
0.00 **Add'l Expenses**

\$ 9,990.00 **Grand Total**

10. Amounts of \$5,001.00 or more require Board Approval: (date to Board)

(to be completed by Business Services)

**CONSULTANT TERMS AND CONDITIONS**(Applicable, unless determined to be Contract Employee – See BS10a)Consultant Name: **Gutierrez Law Group**

Business Services Use Only

CA# \_\_\_\_\_

V# \_\_\_\_\_

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 #3515.6, 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 employee 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.chicousd.org/\\_dept/business/documents/Consultant\\_Agreement.pdf](http://www.chicousd.org/_dept/business/documents/Consultant_Agreement.pdf)). IRS publication SWR 40 and IRS Ruling 87-41 will assist the District in determining the payment method applied to this Consultant Agreement.

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

(Signature of Consultant)

Marcy Gutierrez

(Print Name)

(Date)

**12. RECOMMENDED:**

(Signature of Originating Administrator)

David Scott, Director Educational Services

(Print Name)

(Date)

**13. APPROVED:**(Signature of District Administrator, or  
Director of Categorical Programs)

Pete Van Buskirk, Director Fiscal Services

(Print Name)

(Date)

**APPROVED:****Consultant****Contract Employee**

(Signature of District Admin.-Business Services)

(Print Name)

(Date)

**14. Authorization for Payment:****CHECK REQUIRED (Invoice to accompany payment request):**

- ☐ Partial Payment thru: \_\_\_\_\_  
(Date)
- ☐ Full or Final Payment

**DISPOSITION OF CHECK by Accounts Payable:  
(check released upon completion of services)**

- ☐ Send to Site Administrator: \_\_\_\_\_  
(Date check required)
- ☐ Mail to Consultant

\$

(Amount)

(Originating Administrator Signature – Use Blue Ink)

(Date)



PROPOSED AGENDA ITEM: Quarterly Report on Williams Uniform Complaints

Prepared by: Janet Brinson

☒ Consent

Board Date July 18, 2012

☐ Information Only

☐ Discussion/Action

**Background Information**

*Williams* case legislation requires a school district to use its Uniform Complaint Process to help identify and resolve any deficiencies related to instructional materials, teacher vacancy or misassignment and emergency or urgent facilities conditions that pose a threat to the health and safety of the pupils or staff. Complaint process information is posted at each school site. Complaint forms are available upon request.

**Educational Implications**

Reports are required to be submitted to the board for review. Once the report is approved, it is sent to the County Office of Education.

**Fiscal Implications**

None

**VALENZUELA/CAHSEE Lawsuit Settlement**  
**QUARTERLY REPORT on *Williams* Uniform Complaints**  
**2011-2012 FISCAL YEAR**  
[Education Code § 35186(d)]

District: Chico Unified School District

Person completing this form: Janet Brinson

Title: Director

Quarterly Report Submission Date:  
(check one)

- ☐ April 2012  
☒ July 2012  
☐ October 2012  
☐ January 2013

Date for information to be reported publicly at governing board meeting: July \_\_, 2012

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Misassignments or Vacancies			
Facilities Conditions			
CAHSEE Intensive Instruction and Services			
<b>TOTALS</b>			

  
\_\_\_\_\_  
Kelly Staley, Superintendent

7-10-12  
\_\_\_\_\_  
Date

PROPOSED AGENDA ITEM: Special Education Non-public School Placements

Prepared by: David Scott, Director of Educational Services



Consent



Information Only

Board Date: 07/18/12



Discussion/Action

Background Information

As required by the Individuals with Disabilities Education Act of 2004, the district is required to provide a free and appropriate public education to all eligible students with disabilities. The assessed needs of some eligible students necessitate a placement out of the district in a non-public school or a residential program (out of home). The residential placements are made in collaboration with the Butte County Department of Behavioral Health per IEP team decision.

Education Implications

Students usually increase their academic, behavioral and social achievement when they are instructed in the most appropriate and least restrictive school environment.

Fiscal Implications

The current projected tuition cost for six students for fiscal year 2012-2013 is \$209,956.

Additional Information

The number of students requiring non-public school/residential placement varies each school year.

**AGENDA ITEM:** Warrant Authorization

**Prepared by:** Pete VanBuskirk, Director, Fiscal Services

☒ Consent

Board Date July 18, 2012

☐ Information Only

☐ Discussion/Action

**Background Information**

Warrants in the amount of \$1,051,059.02 for the period of June 2012 to July 2012 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.

**CHICO UNIFIED SCHOOL DISTRICT  
1163 EAST SEVENTH STREET  
CHICO, CA 95928  
530-891-3000**

July 18, 2012  
Accounts Payable Warrants

FUND #:	FUND DESCRIPTION:	AMOUNT
01	General Fund	964,042.53
09	Charter Schools: ISAS	7,248.67
13	Nutrition Services	42,978.62
14	Deferred Maintenance	26,040.61
25	Capital Fac. FD-State Cap	
27	1998 SRB (2008 Sale P&I)	10,079.86
42	Special Reserve RDA City Pass Through	668.73

**TOTAL WARRANTS TO BE APPROVED:**

CC Maureen Fitzgerald, Assistant Superintendent, Business Services	\$1,051,059.02
CC Pete VanBuskirk, Director of Fiscal Services	

PROPOSED AGENDA ITEM: Nutrition Services Bids for 20112- 2013 School Year

Prepared by: Vince Enserro

☒ Consent

Board Date July 18, 2012

☐ Information Only

☐ Discussion/Action

### **Background Information**

Annually, the Nutrition Services Department goes out for formal bid pricing on grocery items and milk/dairy products in an effort to obtain the nest possible pricing for the current school year.

### **Educational Implications**

For children of CUSD, Nutrition Services provides a nutritious meal that contains one-third of the recommended dietary allowance of necessary nutrients. For parents, the program offers a convenient method of providing nutritionally balanced meals at the lowest possible price. For schools, the program enhances children's learning abilities by contributing to their physical and mental well being. Studies have shown that children whose nutritional needs are met have fewer attendance and discipline problems and are more attentive in class.

### **Fiscal Implications**

This will be paid for out of the Nutrition Services Budget. No general fund dollars will be used.

### **Recommendation**

Consider approval of granting authorization to the Superintendent/Designee to award bids to the following responsive bidders, as follows:

- 1. Recommend the rollover of the 2012-13 Milk/Dairy Foster Farms Dairy, Chico Distributor, 529 Kansas Avenue, Modesto, CA 95351.**
  - Non-Fat Chocolate Milk ½ pint \$0.1690 (\$0.1714 2009-10 SY)
  - 1% White Milk ½ pint \$.1790 (\$0.1662 2009-10 SY)
- 2. Recommend approval of the 2012-2013 Grocery Bid. The Grocery Bid involves 104 items that are awarded individually by item to the lowest responsive bidders.**
  - SYSCO, Food Services of Sacramento, Inc. 7062 Pacific Avenue, Pleasant Grove, CA 95668
  - The Danielsen Co. 435 Southgate Court, Chico, CA 95928-7435.
  - Glyn Pye Vending, 3110 Thorntree Drive, Chico, CA 95973.
  - Hayes Distributing, Inc. 4945 Industry Way, Benicia, CA 94510.
  - S and L Meat Sales, Co, Inc. #2 Bellarmine Ct., Chico, CA 95927-1189.
  - Robb Ross Foods Inc 2531 E. EdGarave Fresno, ca 93706
  - P&R Paper 1898 E. Colton Ave Redlands,c a 92374

**BIDS 2012-2013**

				Danielson	P&R	Robb Ross	hayes	Sysco	S&L	Glyn Pye Vending
dry 00000040	ALMONDS, SLICED 25 #		CASE 25 #	8	na	108.60	nb	\$48.41	84.86	nb
froze 000006032	BAGEL, CIN RAISIN 72/3 OZ.	WHOLE GRAIN 0 TRANS FAT CN LABEL PREFERRED OR NUTRITION INFORMATION PROVIDED	CASE 72/3 OZ.	125	15.05	nb	nb	\$16.83	nb	nb
froze 00000574	BAGEL, PLAIN 72/3.1 OZ.	WHOLE GRAIN 0 TRANS FAT/WHOLE GRAIN CN LABEL PREFERRED OR NUTRITION INFORMATION PROVIDED	CASE 72/3.1 OZ.	300	13.35	nb	nb	\$17.55	19.77	nb
dry 00000396	BAKING POWDER 50 LB.	30 TO 50 LB. CASE	CASE 50 LB.	30	50.55	67.60	nb	\$57.08	71.3	nb
dry 00000397	BAKING SODA 24/1 LB. BOXES		CASE 24/1 LB. BOXES	30	15.53	nb	nb	\$14.31	14.93	nb
dry 00000398	BEAN, GARBONZO 6/#10	PACKED IN WATER	CASE 6/#10	50	22.80	nb	nb	\$23.39	30.15	nb
dry 00000401	BEAN, KIDNEY 6/#10	PACKED IN WATER	CASE 6/#10	50	25.70	nb	nb	\$26.47	28.64	nb
dry 00000402	BEAN, REFIED 6/30 OZ.	12/31 OZ.. or 6/30 OZ. PACKAGES 0 TRANS FAT CN LABEL PREFERRED OR NUTRITION INFORMATION PROVIDED	CASE 6/30 OZ.	200	26.02	nb	nb	\$19.74	nb	nb
froze 00000584	BLUEBERRIES, FROZEN 20 LB.	FROZEN 20 LB. OR 30 LB. CASE	CASE 20 LB.	10	62.91	nb	nb	\$43.39	nb	nb
non f 00006108	BOX, PIZZA 14" 50 CT.	14" PIZZA BOX	CASE 50 CT.	275	14.18	nb	nb	\$13.54	15.16	nb
non f 00000670	BOX, PIZZA 16" 50 CT.	16 IN. PIZZA BOX	CASE 50 CT.	75	17.04	nb	nb	\$18.46	18.73	nb
froze 00000585	BURRITO, BEAN & CHEESE ELE. 17625	0 TRANS FATS CN LABEL PREFERRED OR NUTRITION INFORMATION PROVIDED	CASE 48/6.2 OZ.	750	24.33	nb	nb	\$26.79	nb	nb
refri 00000787	CHEESE, CREAM 3# BLOCK	10/3 LB. BLOCKS OR 4/3 LB. BLOCKS	CHEESE, CREAM 4/3 LB.	20	1.9#	nb	nb	1.68 per #	1.95#	nb

**BIDS 2012-2013**

refri	CHEESE, IND CREAM CUPS 100 CT	CASE 100/1 OZ.	300	Danielson	P&R	Robb Ross	hayes	Sysco	S&L	Glyn Pye Vending
00000779	CHEESE, PARMESAN 4/5#	0 TRANS FAT CN LABEL PREFERRED OR NUTRITION INFORMATION INFORMATION PROVIDED	CASE 4/5 LB.	75	3.25#	nb	nb	\$16.41	nb	nb
00006111						nb	nb	\$76.22	3.20#	nb
ASB 00006071	CHEX MIX, HONEY NUT 60 CT.	SB 12 COMPLIANT	CASE 60 CT.	75	20.43	nb	19.25	\$20.42	21.9	24.14
ASB 00006072	CHEX MIX, HOT N' SPICY 60 CT.	SB 12 COMPLIANT	Case 60 ct.	75	19.88	nb	19.25	\$19.88	21.9	22.01
dry 00006067	CHEX MIX, TRADITIONAL 60 CT.	SB 12 COMPLIANT	CASE 60/1.75 OZ.	650	20.21	nb	18.99	\$20.42	21.9	20.18
dry 00000421	CHILI MIX 6/20.8 OZ. 10298	WHOLE GRAIN 0 TRANS FAT CN LABEL PREFERRED OR NUTRITION INFORMATION PROVIDED	CASE 6/20.8 OZ.	75	31.21	nb	nb	\$28.40	30.55	nb
non f 00000671	CHINESE FOOD PAIL 450 CT.	SIZE 26, 9 X 50	CASE 450 CT.	80	30.56	29.45	nb	\$37.73	nb	nb
dry 00000064	CHIP, TORTILLA TRI COLOR 10/1 LB.	0 TRANS FATS WHOLE GRAIN CN LABEL PREFERRED OR NUTRITION INFORMATION PROVIDED	CASE 10/1 LB.	50	28.76	nb	nb	\$28.76	nb	nb
dry 00000780	CHOCOLATE CHIPS 4000 CT.	4000 CT. REAL CHOCOLATE CHIPS 0 TRANS FAT NUTRITION LABEL PROVIDED	Case 4000ct	175	50.27	68.12	nb	\$57.42	27.99	nb
dry 00000433	CHOCOLATE CHIPS, M & M MINI'S	25 LB. CASE	CASE 25 LB.	75	80.61	nb	nb	\$83.29	87.86	nb
non f 00000672	CLEANER, 409 32 OZ. ***	MSDS REG. 1 GALLON CONCENTRATE ALSO	CASE 12/32 OZ.	30	34.24	nb	nb	\$31.81	33.62	nb
non f 00000675	CLEANER, OVEN 24 OZ. CAN***	6 / CAN CASE MSDS	CASE 6/20 OZ.	10	26.59	nb	nb	\$26.16	47.48	nb
non f 00000676	CLEANER, STAINLESS STEEL 17 OZ. ***	MSDS	CASE 6/17 OZ.	10	nb	nb	nb	\$24.66	70.44	nb
dry 00000435	COCOA, BAKING 25 #	25 # OR SIMILAR SIZE	CASE 25 #	20	96.12	114.55	nb	\$99.46	nb	nb
dry 00000436	COOKIE, FORTUNE	INDIVIDUALLY WRAPPED	CASE 350 CT.	75	20.97	nb	nb	\$11.06	nb	nb



# BIDS 2012-2013

	Danielson	P&R	Robb Ross	hayes	Sysco	S&L	Glyn Pye Vending
ASB 00006045	CORN NUT, CHILI PICANTE 4/36 CT.	Case 4/36 ct.	10	53.36	nb	nb	\$47.59
ASB 00006046	CORN NUT, NACHO 4/36 CT.	Case 4/36ct.	10	nb	nb	nb	nb
ASB 00006048	CORN NUTS RANCH 4/36 CT.	Case 4/36 ct.	10	53.36	nb	nb	\$47.59
ASB 00006044	CORINNUT, BBQ 4/36 CT	Case 4/36ct.	10	53.36	nb	nb	\$47.59
dry 000000003	CRACKER, CHEEZITS 60/1.5 OZ.	CASE 60/1.5 OZ.	500	16.90	nb	17.1	\$15.54
dry 00006125	CRACKER, SPORT BITE VAN 150 CT.	SB 12 COMPLIANT 0 TRANS FAT WHOLE GRAIN CN LABEL PREFERRED OR NUTRITION INFORMATION PROVIDED	250	21.81	nb	nb	\$21.32
non f 00000687	CUP, 2 OZ. PAPER SOUFFLE	CASE 2500 CT.	75	nb	41.00	44.41	\$34.24
non f 00000445	CUP, BAKING 6 X 2.5	Case	25	76.32	67.50	nb	\$24.98
non f 00000833	CUP, HEARTY SOUP 12 OZ. W/ LID	CASE 250 CT.	50	nb	nb	nb	\$47.66
dry 00000446	DRESSING, ASIAN SESAME 4/1 GAL Marzetti	MARZETTI BRAND 4/1 GAL. 0 TRANS FAT CN LABEL PREFERRED OR NUTRITION INFORMATION PROVIDED	30	38.92	nb	nb	\$38.93
dry 00006025	EGG, DRIED 50 LB.	WHOLE EGG, DRIED 50 # OR 6/3 # BAGS	100	nb	nb	nb	nb
dry 00006117	FLOUR, ALL PURPOSE 50 LB.	BAG 50 LB.	200	12.37	nb	15.60	\$13.46
dry 00006118	FLOUR, BREAD 50 LB.	BAG 50 LB.	300	12.63	nb	14.25	\$15.12
dry 00000460	FLOUR, RICE 50 LB.	RICE FLOUR, COURSE	75	29.98 sp o	nb	26.85	\$16.82
dry 00006119	FLOUR, WHOLE WHEAT 50 #	BAG 50 LB.	300	12.90	nb	17.60	\$14.25

**BIDS 2012-2013**

										Danielson	P&R	Robb Ross	hayes	Sysco	S&L	Glyn Pye Vending
non f 00000035	FOIL WRAP, CHEESEBURGER 4/500 CT.	LINED FOIL SHEETS 10 X 14	CASE 4/500 CT.	50	57.95 sp o	56.20	nb	nb	nb	57.33	nb					
non f 00000076	FOIL WRAP, RED CHECKERED 4/500 CT.	LINED FOIL SHEETS 10 X 14	CASE 4/500 CT.	50	57.95 sp o	56.20	nb	nb	nb	57.33	nb					
non f 00000066	FOIL, WRAP UNPRINTED 4/500	FOIL LINED SHEETS 10 X14	CASE 4/500 CT.	50	53.65 sp o	48.95	nb	nb	nb	57.33	nb					
non f 00000038	FOIL, WRAP, HAMBURGER 4/500 CT.	LINED FOIL SHEETS 10 X 14	CASE 4/250 CT.	50	57.95 sp o	56.20	nb	nb	nb	57.33	nb					
dry 00000094	FRUIT STRIP, AUTUMN APPLE 150 CT. STRETCH ISLAND FRUIT CO.	0 TRANS FATS CN LABEL PREFERRED OR NUTRITION INFORMATION PROVIDED	CASE 150 CT.	200	42.71 sp o	nb	nb	40.86	\$41.49	42.06	nb					
dry 00000095	FRUIT STRIP, HARVEST GRAPE 150 CT. STRETCH ISLAND FRUIT CO.	0 TRANS FAT CN LABEL PREFERRED OR NUTRITION INFORMATION PROVIDED	CASE 150 CT.	200	42.71 sp o	nb	nb	40.86	\$41.49	42.06	nb					
dry 00000807	FRUIT, APPLESAUCE 6/#10	GROWN AND PACKED IN U.S.A. PACKED IN OWN JUICE OR WATER 0 TRANS FATS	CASE 6/#10	150	20.00	nb	28.05	nb	\$26.51	nb	nb					
dry 00000466	FRUIT, MIXED 6/#10	GROWN AND PACKED IN U.S.A PACKED IN OWN JUICE OR WATER	Case 6/#10	60	28.78	nb	nb	nb	\$32.64	nb	nb					
dry 00000467	FRUIT, PEACH DICED 6/#10 USDA	GROWN AND PACKED IN U.S.A. PACKEN IN OWN JUICE OR WATER	CASE 6/#10	60	22.23	nb	nb	nb	\$26.61	nb	nb					
dry 00000470	FRUIT, PEAR, SLICED 6/#10	GROWN AND PACKED IN THE USA IN OWN JUICE OF WATER	CASE 6/#10	60	25.00	nb	nb	nb	\$32.57	nb	nb					
dry 00000810	FRUIT, PINEAPPLE TIDBITS 6/#10	GROWN AND PACKED IN U.S.A. PACKED IN OWN JUICE OR WATER	CASE 6/#10	75	20.81	nb	31.70	nb	\$21.51	nb	nb					
ASB 00006061	GARDETTOS RF SNACK MIX 60 CT.	SB 12 COMPLIANT	CASE 60 CT.	100	21.46	nb	nb	20.99	nb	nb	24.14					
dry 00006097	GARLIC,CHOOPED IN WATER	GARLIC, CHOPPED IN WATER	CASE 6/32 OZ.	30	28.48	nb	nb	nb	\$38.29	27.6	nb					

**BIDS 2012-2013**

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	Danielson	P&R	Robb Ross	hayes	Sysco	S&L	Glyn Pye Vending
dry 00000075	ICING FRUIT LEMON 10 LB.	EACH 10 LB.	30	nb	nb	nb	nb
dry 00000049	ICING FRUIT ORANGE 10 LB.	CASE 10 LB.	30	nb	nb	nb	nb
dry 00000410	KETCHUP 2/1.5 GAL HELLMAN  HELLMANS BRAND...2 BIDS PALLET BID EACH BID Each Bid DISPENSER PUMPS MUST BE PROVIDED	CASE 2/1.5 GAL	450	nb	\$24.29	nb	nb
dry 00000491	MAYONAISE 2/1.5 GAL. HELLMAN  HELLMAN BRAND 0 TRANS FATS DISPENSER PUMPS MUST BE PROVIDED	CASE 2/1.5 GAL.	75	nb	\$42.95	nb	nb
dry 00000496	MUSTARD 2/1.5 GAL HELLMAN  HELLMAN BRAND 0 TRANS FATS DISPENSER PUMPS MUST BE PROVIDED	CASE 2/1.5 GAL.	75	nb	\$19.10	nb	nb
non f 00000079	NAPKIN, DINNER	CASE	50	32.63	34.95	nb	nb
dry 00000811	NOODLES, CHOW MEIN 6#10	CASE 6#10 CAN	30	23.52	nb	nb	nb
froze 00006075	NOODLES, TERIYAKI, FROZEN YAKISOBA TERI NOODLES	CASE FF3905 WHOLE GRAIN	0	27.55 sp o	nb	nb	nb
dry 00006040	OATS, ROLLED 50 LB.	BAG 50 LB.	15	25.13 sp o	30.05	nb	nb
dry 00006105	OIL, OLIVE 6/1 GAL.	CASE 6/1 GAL	0	98.76	nb	nb	nb
dry 00006024	OIL, VEG 35 LB.	CASE 35 LB.	75	24.83	29.90	nb	nb
dry 00006109	OIL, VEGALENE 4/5 GAL VEGALENE	CASE 4/5 GAL.	30	37.19 sp o	nb	37.99	nb
dry 00000501	PAN SPRAY 22 OZ. CAN ***	PAN COATING 6/22 OZ. CANS OZ.	50	14.26	nb	\$27.60	nb
dry 00000502	PEPPER, JALEPEN0 6#10	JALEPEN0, SLICED 6#10 0 TRANS FATS	100	18.54	nb	\$19.15	nb
froze 00000614	PEPPERONI, SLICED 2/12.5 LB. ***	10 OR 25 LB. CASE 0 TRANS FAT	150	68.55	nb	\$67.63	nb
non f 00000078	PLATE, 10 " 3 COMPARTMENT	CASE	100	23.62	nb	\$32.36	nb

**BIDS 2012-2013**

	Danielson	P&R	Robb Ross	hayes	Sysco	S&L	Glyn Pye Vending
dry 00000504	POTATO, INSTANT 6/3.7 LB. 14110	0 TRANS FATS	CASE 12/28 OZ.	75	35.46	nb	nb
non f 00000741	POTHOLDER EACH ***	6"x 6" Size, 6 ct. pkg.	PKG. 6 CT.	100	nb	nb	nb
dry 00006004	RAISINS 30 LB.	BULK	CASE 30 LB.	20	42.78	nb	nb
dry 00000453	RANCH DRESSING 2/1.5 GAL HELLMAN BRAND	HELLMAN BRAND PALLET BID EACH BID 0 TRANS FAT DISPENSER PUMPS MUST BE PROVIDED	CASE 2/1.5 GAL.	550	nb	nb	nb
dry 00000452	RANCH IND 200 CT		CASE 200 CT.	75	5.49	nb	nb
dry 00006013	RICE, BROWN 25 LB.	BROWN RICE, 25 # PAR BOILED 0 TRANS FAT	BAG 25 LB.	125	13.39	nb	nb
dry 00000513	SAUCE, BBQ 2/1.5 GAL HELLMAN BRAND	HELLMAN BRAND 0 TRANS FATS DISPENSER PUMPS MUST BE PROVIDED	CASE 2/1.5 GAL.	150	nb	nb	nb
dry 00000512	SAUCE, BBQ 4/1 GAL	CATTLEMANS BRAND OR SAMPLES 0 TRANS FATS	CASE 4/1 GAL.	50	33.75	nb	nb
dry 00000045	SAUCE, CRANBERRY 6#10	0 TRANS FAT	CASE 6#10	20	34.17 sp o	nb	nb
dry 00000519	SAUCE, PIZZA 6#10	CONTADINA BRAND OR SAMPLES 0 TRANS FATS CN LABEL PREFERRED OR NUTRITION INFORMATION PROVIDED	6#10 PER CASE	75	13.79	nb	nb
dry 00006029	SAUCE, SOY IND. 500 CT.		CASE 500 CT.	50	12.06	nb	nb
dry 00006106	SAUCE, TOMATO 6#10	0 TRANS FAT CN LABEL PREFERRED OR NUTRITION INFORMATION PROVIDED	CASE 6#10	100	13.72	nb	nb

# BIDS 2012-2013

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	Danielson	P&R	Robb Ross	hayes	Sysco	S&L	Glyn Pye Vending			
dry 00006107	SAUCE, TOMATO PASTE 6#10	0 TRANS FAT CN LABEL PREFERRED OR NUTRITION INFORMATION PROVIDED	CASE 6#10	75	21.59	nb	nb	\$26.49	nb	nb
non f 00000754	SCRUBBER, STAINLESS STEEL 12 CT. ***	STAINLESS STEEL SCRUBBER 12 CT	CASE 12 CT.	20	29.36	119.00	nb	\$17.04	nb	nb
dry 00006077	SPICE, CINNAMON 25 LB.		CASE 25 LB.	5	49.73 sp o	nb	47.55	\$91.43	114.13	nb
dry 00000529	SPICE, SALT 25 LB.		BAG 25 LB.	100	3.86	nb	nb	\$4.33	6.05	nb
dry 00000531	SPICE, SUGAR 50 LB.		BAG 50 LB.	300	29.34	nb	28.05	\$28.49	nb	nb
dry 00000533	SPICE, SUGAR POWERED 50 LB.		BAG 50 LB.	60	32.60	nb	32.25	\$37.06	nb	nb
dry 00006028	SPICE, SUGAR, BROWN 50 LB.		BAG 50 LB.	80	17.17	nb	33.10	\$33.62	nb	nb
non f 00000755	SPONGE, GREEN/YELLOW 5 CT. ***		CASE 8/5 CT.	20	nb	23.50	nb	\$37.76	49.27	nb
dry 00000535	SUNFLOWER SEEDS 150 CT.	LIGHTLY SALTED 0 TRANS FAT	CASE 150/1.0 OZ	150	21.68	nb	nb	\$26.03	nb	nb
dry 00000536	SYRUP, IND. 100 CT.	100 CT IND. 0 TRANS FAT	CASE 100 CT.	225	6.53	nb	nb	\$5.49	9.23	nb
dry 00000537	TACO SHELL LARGE 200 CT.	JUMBO SIZE WHOLE GRAIN	CASE 200 CT.	300	15.83	nb	nb	\$16.18	nb	nb
non f 00000763	THERMOMETER, DIGITAL	DIGITAL FOOD THERMOMETER	EACH	75	nb	9.05	nb	\$7.68	6.43 ec	nb
froze 00000642	TORTILLA, SMALL 6 " 6/20 CT.	WHOLE GRAIN 0 TRANS FATS	CASE 24/12 CT.	300	17.39	nb		\$25.62	nb	nb
froze 00000033	TORTILLA, WHEAT 12 " 50 CT.	WHOLE GRAIN 0 TRANS FATS	CASE 5/10 CT.	350	21.03	nb		\$12.80	nb	nb
froze 00000788	TORTILLA, WRAP , 12 " SPINACH	TORTILLA WRAP , WHOLE WHEAT, ASSORTED FLAVORS SUPER BURRITO SIZE 5/10 CT.	CASE 5/10 CT.	150	24.57 sp o	nb		\$14.80	nb	nb
dry 00006002	VANILLA 4/1 GAL.	IMMATATION VANILLA 0 TRANS FAT	CASE 4/1 GAL.	30	40.61 sp o	nb	14.20	\$42.72	nb	nb
dry 00000542	VITAL WHEAT GLUTEN 50 LB.		BAG 50 LB.	20	nb	nb	119.80	nb	nb	nb
dry 00000544	WATER, LARGE 32/16.9 OZ.		CASE 32/16.9 OZ.	10000	4.19	nb		\$5.28	4.3	nb

# BIDS 2012-2013

dry 00000545	YEAST, SAF 20/1 LB. LESAFRE	LESAFRE BRAND 20/1 LB.	CASE 20/1 LB.	100	Danielson	P&R	Robb Ross	hayes	Sysco	S&L	Glyn Pye Vending
refri 000006100	YOGURT, LOWFAT VANILLA 5 #	LOWFAT VANILLA YOGURT 5 # OR SIMILAR SIZE	CASE 4/5 LB.	75	20.22	nb			\$44.68	nb	nb
						nb			\$13.40	nb	nb

CHICO UNIFIED SCHOOL DISTRICT  
1163 EAST SEVENTH STREET  
CHICO, CALIFORNIA 95928

8.4.1.  
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July 18, 2012

MEMORANDUM TO: Board of Education  
FROM: Kelly Staley, Superintendent  
SUBJECT: Certificated Human Resources Actions

Name/Employee #	Assignment	Effective	Comment
<b><u>Temporary Appointment(s) 2012/13</u></b>			
Andaya, Myra	Elementary	2012/13	1.0 FTE Temporary Appointment
Azevedo, Kathryn	Elementary	2012/13	1.0 FTE Temporary Appointment
Bell-Corona, Amanda	Elementary	2012/13	1.0 FTE Temporary Appointment
Biertuempfel, Christy	Elementary	2012/13	0.4 FTE Temporary Appointment
Bonacich, Nick	Elementary	2012/13	1.0 FTE Temporary Appointment
Brown, Carrie	Elementary Counselor	2012/13	0.8 FTE Temporary Appointment
Callas, Christine	Secondary	2012/13	1.0 FTE Temporary Appointment
Cano, Leo	Elementary Counselor	2012/13	1.0 FTE Temporary Appointment
Collins, Dana	Elementary	2012/13	1.0 FTE Temporary Appointment
Cooley, Mark	Secondary	2012/13	1.0 FTE Temporary Appointment
Erwin, Alexander	Secondary	2012/13	0.4 FTE Temporary Appointment
Ford, Greg	Secondary	2012/13	0.4 FTE Temporary Appointment (in addition to current .6 FTE permanent assignment)
Goloff, Mary	Secondary	8/16/12-12/21/12	0.8 FTE Temporary Appointment
Hankins, Elizabeth	Secondary	2012/13	1.0 FTE Temporary Appointment
Herrera, Dolores	Elementary Counselor	2012/13	1.0 FTE Temporary Appointment
Hudson, Erica	Elementary	2012/13	0.7 FTE Temporary Appointment
Jaime-Arellano, Mauricio	Secondary	2012/13	0.4 FTE Temporary Appointment
Lasagna, A. Stacey	Elementary Counselor	2012/13	0.6 FTE Temporary Appointment
Ledwith, Alexey	Secondary	2012/13	1.0 FTE Temporary Appointment
Long, Michelle	Secondary	2012/13	0.6 FTE Temporary Appointment (in addition to current .4 FTE temporary assignment)
Lowther, Erin	Elementary	2012/13	1.0 FTE Temporary Appointment
Thayer, Kathyleen	Secondary	2012/13	0.2 FTE Temporary Appointment (in addition to current .8 FTE permanent assignment)
Wardlow, Matthew	Secondary	2012/13	1.0 FTE Temporary Appointment

**Probationary Appointments 2012/13**

Allemandi, Jessica	Special Education	2012/13	1.0 FTE Probationary Appointment
Newman, Rebekah	Special Education	2012/13	1.0 FTE Probationary Appointment

**Leave Requests 2012/13**

Kehoe, Brian	Elementary	2012/13	0.5 FTE Personal Leave
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**CHICO UNIFIED SCHOOL DISTRICT**  
**1163 E. 7<sup>th</sup> STREET**  
**CHICO, CA 95928-5999**

8.4.2.  
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DATE: JULY 18, 2012

MEMORANDUM TO: BOARD OF EDUCATION

FROM: KELLY STALEY, SUPERINTENDENT

SUBJECT: CLASSIFIED HUMAN RESOURCES ACTIONS

ACTION NAME	CLASS/LOCATION/ASSIGNED HOURS	EFFECTIVE	COMMENTS/PRF #/ FUND/RESOURCE
<b>APPOINTMENTS</b>			
Bell-Corona, Denise	LT Cafeteria Satellite Manager/BJHS/4.0	7/9/2012-8/17/2012	Amend LT Summer Feeding Program Position
Bingham, Debera	LT Cafeteria Satellite Manager/Chapman/4.0	7/9/2012-8/17/2012	Amend LT Summer Feeding Program Position
Evans, Kim	LT Cafeteria Satellite Manager/BJHS/4.0	7/9/2012-8/17/2012	Amend LT Summer Feeding Program Position
John, Chris	LT Cafeteria Satellite Manager/Citrus/4.0	7/9/2012-8/17/2012	Amend LT Summer Feeding Program Position
Smith, Tina	LT Cafeteria Satellite Manager/CJHS/4.0	7/9/2012-8/17/2012	Amend LT Summer Feeding Program Position
<b>LAYOFFS TO RE-EMPLOYMENT</b>			
Anderson, Sheila	Parent Classroom Aide-Restricted/Citrus/3.0	7/6/2012	Lack of Funds
Burkett, Alisha	Parent Classroom Aide-Restricted/McManus/3.0	7/6/2012	Lack of Work
Chavez, Susana	Parent Classroom Aide-Restricted/Citrus/2.0	7/6/2012	Lack of Funds
Lawson, Cherie	Parent Classroom Aide-Restricted/Neal Dow/3.0	7/6/2012	Lack of Funds
<b>LEAVES OF ABSENCE</b>			
Anderson, Tyson	IA-Special Education/Hooker Oak/6.0	8/20/2012-12/13/2012	Per CBA 5.12
Davies, Rachel	IPS-Classroom/Parkview/3.0 & 3.0	8/20/2012-2/20/2013	Per CBA 5.12
Doak, Jared	IPS-Healthcare/Loma Vista/6.0	8/20/2012-2/20/2013	Per CBA 5.12
LuAllen, Terri	Cafeteria Satellite Manager/Emma Wilson/6.9	5/3/2012-12/1/2012	Per CBA 5.1
<b>RESIGNATIONS/TERMINATIONS</b>			
Anderson, Mary	Administrative Aide to Superintendency/Business Services/8.0	7/31/2012	PERS Retirement
Drouillard, Patsylee	LT Cafeteria Assistant/Chapman/1.5	7/8/2012	End LT Summer Feeding Program Position
Herring-Reiner, Rebecca	Instructional Assistant/LCC/4.0	5/24/2012	STRS Retirement
Jones, Scott	Director-Fiscal Services/Business Services/8.0	6/30/2012	PERS Retirement
Martin, Diane	Accounting Technician/Business Services/8.0	6/30/2012	PERS Retirement
McCall, Constance	IPS-Hearing Impaired/Deaf/PVHS/6.0	8/15/2012	Voluntary Resignation
Scott, Barbara	Sr Office Assistant/CHS/8.0	6/4/2012	PERS Retirement

**AGENDA ITEM:** Elementary Student Support Program Update

**Prepared by:** Scott Lindstrom and Student Support Team

☐ Consent

Board Date July 18, 2012

☐ Information Only

☒ Discussion/Action

**Background Information**

A majority of the funding for the Elementary Student Support programs has been provided through grants from the Early Mental Health Initiative (EMHI). All funding for EMHI grants was eliminated from the 2012-13 Budget by a line-item veto from Governor Brown. This eliminates approximately \$541,000 from the Chico USD budget, which includes costs for Guidance Aides, coordinator time, EMHI consultant time, and some school psychologist time for program support. In addition to grant funds, a combination of District and school site funds have provided partial funding for Guidance Aides. Per Board request, four funding options are presented to the Board for consideration for various potential levels of program continuation.

**Educational Implications**

Our Elementary Student Support programs have provided a multi-tier approach to prevention and early intervention by addressing social/emotional/mental health barriers to learning, developing common, district-wide language and skills for enhancing empathy, communication, problem solving skills, and bullying prevention strategies. Options provided each include individual, small group, and classroom services. Current plans include parent outreach, with a focus on education and interventions related to bullying.

**Fiscal Implications**

The 2012-13 Governor's Budget Proposal eliminated all funding for EMHI grants and consultation, meaning a loss of over \$541,000 per year, ongoing, for Chico USD. In order to continue the services at a scaled back level, a range of funding and service levels can be considered. All would include expansion of current level of District funding.

**CHICO UNIFIED SCHOOL DISTRICT**  
**ELEMENTARY STUDENT SUPPORT SERVICES**

**ELEMENTARY GUIDANCE FUNDING PROPOSALS**

**Service Components**

**Primary Intervention Program (PIP)**

- Individual service: best for attachment, shy/isolated, emotional concerns, new to school, new life situation

**Friendship Groups**

- Groups of 2-4 students: adult support, peer relationships, skills taught include empathy, communication, problem-solving, impulse control, and anger-management skills

**Classroom Lessons**

- Lessons facilitated by guidance aides in classrooms: teach empathy, communication, problem-solving, impulse control, anger-management skills, bullying prevention
- Curricula include Toolbox, Second Step, Steps to Respect, Healthy Play
- Currently 16 or more lessons per class
- Focus K-3 first, then intermediate; determined by hours and scheduling

**Current staffing and funding for Elementary Guidance Aides**

1. Current EMHI Grants Total: \$426,690
2. Unrestricted Funding Budget (P.I.P. District Support)
  - a. 2010-11: Budgeted at \$107,890
  - b. 2011-12: Budgeted at \$124,018
  - c. 2012-13: Budgeted at \$94,000
3. Possible carryover from grants
  - a. Approximately \$80,000
4. Current Guidance Aide Staffing: total 14 Guidance Aides, varying hours
  - a. Varies depending upon enrollment and grant specifications

SCHOOL	Total Hours per Week
Chapman	26.5
Citrus	35
Emma Wilson	27
Hooker Oak	30
LCC	35
Marigold	30

McManus	30
Neal Dow	35
Parkview	20
Rosedale	34
Shasta	30
Sierra View	25
Average	30 per site

## **CHICO UNIFIED SCHOOL DISTRICT ELEMENTARY STUDENT SUPPORT SERVICES**

### **Proposed Staffing Levels and Costs (all include 1 day/week district coordinator)**

- Staffing levels may be adjusted based upon enrollment
- Some sites may supplement these hours
- All plans include 1 day per week district coordinator, no site psychologist time

#### **Plan A: lowest to maintain a real value**

- Staffing level: 12 hr/wk each site
- Cost: \$180,000
- Number of Guidance Aide positions funded: 5 (at 11-12 hours)
- Approximate service levels:
  - Individual
  - Group
  - Classroom

#### **Plan B: maintains a functional program**

- Staffing level: 15 hr/wk each site
- Cost: \$219,369
- Number of Guidance Aide positions funded: 7 (6 at 11-12 hours, 1 partial)
- Approximate service levels:
  - Individual
  - Group
  - Classroom

#### **Plan C:**

- Staffing level: 20 hr/wk each site
- Cost: \$284,632
- Number of Guidance Aide positions funded: 8 (at 11-12 hours)
- Approximate service levels:
  - Individual
  - Group
  - Classroom

#### **Plan D:**

- Staffing level: 22.5 hr/wk each site
- Cost: \$315,800
- Number of Guidance Aide positions funded: 9 (at 11-12 hours)
- Approximate service levels:
  - Individual
  - Group
  - Classroom

**CHICO UNIFIED SCHOOL DISTRICT  
ELEMENTARY STUDENT SUPPORT SERVICES**

**Proposed Staffing Levels and Costs**

(all include 1 day/week district coordinator for supervision/training/program support)

PLAN OPTION	AVERAGE STAFFING LEVEL PER SITE (staffing may be adjusted based upon enrollment)	ANNUAL COST	# AIDE POSITIONS (at 11-12 hours)	SERVICE LEVELS			
				PIP	Group	Classroom	
Plan A: Lowest Cost to Maintain Program	12 hr/wk each site	\$180,000	5	8	18	16 wks	10 wks
Plan B: Adequate program	15 hr/wk each site	\$219,369	7 (6 at 11-12 hrs, 1 partial)	10	24	15	22
Plan C: Good	20 hr/wk each site	\$284,632	8	14	34	20	30
Plan D: Strong	22.5 hr/wk each site	\$307,080	9	16	36	24	36

**AGENDA ITEM:** Approval of Board Policy 6170.1, Transitional Kindergarten

**Prepared by:** Joanne Parsley, Director

☐ Consent

Board Date July 18, 2012

☐ 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.



**Chico Unified School District**  
1163 East Seventh Street, Chico, CA 95928-5999  
(530) 891-3000

**Board Policy:** #6170.1

**Section: 6000** **Instruction**  
**Page 1 of 3**

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## **TRANSITIONAL KINDERGARTEN**

The Governing Board desires to offer a high-quality transitional kindergarten program for eligible children who do not yet meet the minimum age criterion for kindergarten. The program shall assist children in developing the academic, social, and emotional skills they need to succeed in kindergarten and beyond.

The district's transitional kindergarten shall be the first year of a two-year kindergarten program. (Education Code 48000)

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in program development, implementation, and evaluation.

(cf. 0420 - School Plans/Site Councils)  
(cf. 1220 - Citizen Advisory Committees)  
(cf. 6020 - Parent Involvement)

### **Eligibility**

The district's transitional kindergarten program shall admit children whose fifth birthday lies between: (Education Code 48000)

1. November 2 and December 2 in the 2012-13 school year
2. October 2 and December 2 in the 2013-14 school year
3. September 2 and December 2 in the 2014-15 school year and each school year thereafter

Parents/guardians of eligible children shall be notified of the availability of this program and the age, residency, and any other enrollment requirements. Enrollment in the transitional kindergarten program shall be voluntary.

(cf. 5111 - Admission)  
(cf. 5111.1 - District Residency)  
(cf. 5111.12 - Residency Based on Parent/Guardian Employment)  
(cf. 5111.13 - Residency for Homeless Children)  
(cf. 5141.22 - Infectious Diseases)  
(cf. 5141.3 - Health Examinations)  
(cf. 5141.31 - Immunizations)  
(cf. 5141.32 - Health Screening for School Entry)

### **Curriculum and Instruction**

The district's transitional kindergarten program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate. (Education Code 48000)

(cf. 6141 - Curriculum Development and Evaluation)  
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

Upon recommendation by the Superintendent or designee, the Board shall approve academic standards for transitional kindergarten that bridge preschool learning foundations and kindergarten standards. Such standards shall be designed to facilitate students' development in essential skills which may include, as appropriate, language and literacy, mathematics, physical development, the arts, science, social sciences, English language development, and social-emotional development.

(cf. 5148.3 - Preschool/Early Childhood Education)

Policy Adopted: NEW



**Chico Unified School District**  
1163 East Seventh Street, Chico, CA 95928-5999  
(530) 891-3000

9.1.2.  
Page 3 of 4

**Board Policy:** #6170.1

**Section: 6000** **Instruction**  
**Page 2 of 3**

(cf. 6011 - Academic Standards)  
(cf. 6174 - Education for English Language Learners)

The number of instructional minutes offered in transitional kindergarten shall be the same as that required for the district's kindergarten program which is 180 minutes.

(cf. 6111 - School Calendar)  
(cf. 6112 - School Day)

Transitional kindergarten students may be placed in the same classrooms as kindergarten students, a TK/K combo, provided that the instructional program is differentiated to meet student needs.

### **Staffing**

Teachers assigned to teach in transitional kindergarten classes shall possess a teaching credential or permit that authorizes instruction at the kindergarten grade level.

(cf. 4112.2 - Certification)

The Superintendent or designee may provide professional development as needed to ensure that transitional kindergarten teachers are knowledgeable about district standards and effective instructional methods for teaching young children.

(cf. 4131 - Staff Development)

### **Continuation to Kindergarten**

Students who complete the transitional kindergarten program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed parental permission form for kindergarten attendance.

A student shall not attend more than two years in a combination of transitional kindergarten and kindergarten. (Education Code 46300)

(cf. 5123 - Promotion/Acceleration/Retention)

### **Program Evaluation**

The Superintendent or designee shall develop or identify appropriate assessments of transitional kindergarten students' development and progress. He/she shall monitor and regularly report to the Board regarding program implementation and the progress of students in meeting related academic standards.

(cf. 0500 - Accountability)  
(cf. 6162.5 - Student Assessment)

### **Legal Reference:**

**EDUCATION CODE**  
8973 Extended-day kindergarten  
44258.9 Assignment monitoring by county office of education  
46111 Kindergarten, hours of attendance  
46114-46119 Minimum school day, kindergarten  
46300 Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten  
48000 Minimum age of admission (kindergarten)  
48002 Evidence of minimum age required to enter kindergarten or first grade

Policy Adopted: NEW





## **Chico Unified School District**

1163 East Seventh Street, Chico, CA 95928-5999  
(530) 891-3000

9.1.2.  
Page 4 of 4

**Board Policy:** #6170.1

**Section: 6000** **Instruction**  
**Page 3 of 3**

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48200 *Compulsory education, starting at age six*  
60605.8 *Academic Content Standards Commission, development of Common Core Standards*

### **Management Resources:**

#### **CSBA PUBLICATIONS**

*Transitional Kindergarten, Issue Brief, July 2011*

#### **CALIFORNIA COUNTY SUPERINTENDENTS EDUCATIONAL SERVICES ASSOCIATION PUBLICATIONS**

*Transitional Kindergarten (TK) Planning Guide: A Resource for Administrators of California Public School Districts, November 2011*

#### **CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

*Transitional Kindergarten FAQs*

*California Preschool Curriculum Framework, Vol. 1, 2010*

*California Preschool Learning Foundations, Vol. 1, 2008*

*Prekindergarten Learning Development Guidelines, 2000*

*First Class: A Guide for Early Primary Education, 1999*

#### **COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS**

11-08 *Transitional Kindergarten Assignments, Credential Information Alert, August 25, 2011*

#### **WEB SITES**

CSBA: <http://www.csba.org>

California County Superintendents Educational Services Association: <http://www.ccsesa.org>

California Department of Education: <http://www.cde.ca.gov>

California Kindergarten Association: <http://www.ckanet.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Transitional Kindergarten California: <http://www.tkcalifornia.org>

**TITLE: Grant of non-exclusive Easements at Chico High School and Chico Junior High School to California Water Service Company**

Action                      X    
Consent                           
Information                     

July 18, 2012

Prepared by: *Michael Weissenborn, Director Facilities & Construction*

**Background information**

In November of 2007 the Chico Unified School District was one of the litigants who entered into a Consent Decree settling a lawsuit that had been brought by the California Department of Toxic Substances Control (DTSC) related to the Chico Central Plume mitigation. The Chico Central Plume was created by dry cleaning chemicals which were used by Flair Cleaners and dumped into the City of Chico sewer lines. The chemicals leached out of the lines and through surrounding soil into the top aquifers. The cleaners were located in the Mangrove Center and the chemicals flowed across the cemetery, Chico Junior High and Chico High School grounds. Chico Junior High and Chico High fields utilized deep well systems to irrigate the fields. The wells allowed the chemicals to drop down into the aquifers where California Water Service Company draws Chico's drinking water. It was determined that Chico Unified School District was one of the "Responsible Parties" generating the Chico Central Plume. We were able to limit our liability for the mitigation of the plume to a payment of \$50,000 to DTSC.

The Consent Decree also details rights of access to property to allow DTSC to mitigate the plume. This mitigation involves pumping water out of the impacted aquifer and piping it back to a filtering station before injecting the treated water back into the ground. An extraction well is located at both Chico Junior High School and at Chico High School. This water is pumped back to the filtration plant located behind CJHS on the cemetery property. The Consent Decree states:

**6. Access to Property**

**6.2 Chico Unified School District:** *Chico Unified School District agrees to allow DTSC, its agents, or contractors reasonable access to and use of property under its control or ownership in Chico, California, for the purposes of performing removal or remedial actions. Specifically, Chico Unified School District agrees that DTSC may access and use its property to implement Proposed remedy, including installing and operating for an unlimited time a ground water extraction well (and associated equipment) and an underground water conveyance pipeline on property owned by Chico Unified School District. Such access to and use of property to be granted to DTSC free of charge. Chico Unified School District agrees that it will work with DTSC in a cooperative manner to ensure that DTSC's removal and remedial actions can proceed expeditiously with a minimum of procedural delays. DTSC, its agents, or contractors will coordinate with Chico Unified School District in order to minimize to the extent feasible disruptions to the School District operations. Within ten (10) days of the Effective Date, Chico Unified School District will designate an employee to serve as a liaison with DTSC for coordination of access to property as described in this section.*

**Additional information**

The California Water Service Company has installed pipe systems from the extraction wells located at Chico High School and Chico Junior High School to the filtration plant as required in the settlement. The Chico Unified School District must grant the California Water Service Company an easement for the property outlined in the grant deeds (described below and attached) in order to inspect, repair and maintain, replace, relocate or remove these systems.

As shown on Exhibit “A” (**Chico High School Easement**), sheet 2 of 2 of the attached documents, a small hatched portion of the property owned by the Chico Unified School District along West Lincoln Avenue of approximately 250 square feet.

As shown on Exhibit “A” (**Chico Junior Easement One Description**), sheet 2 of 2 in the attached documents, a hatched area that runs along Oleander Avenue at the current sports field and then runs towards the east and through the campus to the Chico Cemetery of approximately 20,000 square feet.

As shown on Exhibit “A” (**Chico Junior Easement Two Description**), sheet 2 of 2 in the attached documents, a hatched area that runs through the north end of the campus south of the Chico Cemetery and over and along Camellia Way of approximately 4,160 square feet.

**Educational Implications**

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

**Fiscal Implications**

The approval of this agreement will have no fiscal impact upon the District.

**Recommendation**

It is requested that the Board of Education grant authorization to the Superintendent or her designee to execute the deeds as attached.

**EXHIBIT "A"**  
**Chico High School Easement**

All that certain real property situate in the City of Chico, County of Butte, State of California described as follows:

Being an easement for the installation, repair, maintenance, and replacement of waterline facilities and appurtenances and the right of access to facilitate same in, over, across and under all that certain real property located in a portion of Rancho Arroyo Chico more particularly described as follows:

Commencing at the intersection of the southwesterly right-of-way line of Citrus Avenue and the northwesterly right-of-way line of West Lincoln Avenue as shown on that certain map filed for record May 30, 2007 in Map Book 171, page 29 in the Butte County Recorder's Office.

Thence along the northwesterly line of said West Lincoln Avenue, North 61°38'00" East, 25.00 feet to the TRUE POINT OF BEGINNING of the herein described easement;

Thence, continuing along said northwesterly line, North 61°38'00" East, 50.00 feet;

Thence, leaving said northwesterly line, North 28°22'00" West, 5.00 feet;

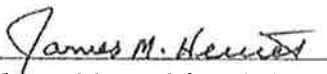
Thence, parallel with said northwesterly line, South 61°38'00" West, 50.00 feet;

Thence South 28°22'00" East, 5.00 feet to the point of beginning.

Containing 250 square feet more or less.

The basis of bearings for the herein above description is the same as said Map Book 171, page 29.

NorthStar Engineering

  
James M. Herrick PLS 5616



3-19-2012  
Date

RECORDING REQUESTED BY

AND WHEN RECORDED RETURN TO:

This is a conveyance of an easement and the consideration and value is less than \$100.00

The undersigned Grantor declares that the documentary transfer tax due is \$\_\_\_\_\_, computed on full value of property conveyed.

Form 1381

## GRANT OF EASEMENT

By this instrument dated \_\_\_\_\_,

\_\_\_\_\_  
("Grantor") hereby grants to CALIFORNIA WATER SERVICE COMPANY, a California public utility water corporation, ("Grantee"), a non-exclusive easement in gross, consisting of the right from time to time to construct, reconstruct, install, inspect, maintain, repair, replace, remove, operate and use facilities of the type hereinafter specified, together with a right of way for such facilities and ingress to and egress from such facilities, upon, across and/or under the lands situated in the City of Chico, County of Butte, State of California, described as follows (the "Easement Area"):

Commencing at the intersection of the southwesterly right-of-way line of Citrus Avenue and the northwesterly right-of-way line of West Lincoln Avenue as shown on that certain map filed for record May 30, 2007 in Map Book 171, page 29 in the Butte County Recorder's Office.

Thence along the northwesterly line of said West Lincoln Avenue, North 61°38'00" East, 25.00 feet to the TRUE POINT OF BEGINNING of the herein described easement;

Thence, continuing along said northwesterly line, North 61°38'00" East, 50.00 feet;

Thence, leaving said northwesterly line, North 28°22'00" West, 5.00 feet;

Thence, parallel with said northwesterly line, South 61°38'00" West, 50.00 feet;

Thence South 28°22'00" East, 5.00 feet to the point of beginning.

Containing 250 square feet more or less.

The basis of bearings for the herein above description is the same as said Map Book 171, page 29.

The above described strip(s) or parcel(s) of land are referred to in this Grant of Easement as the "Easement Area" and is shown on the map attached hereto as an exhibit.

The Easement Area and the facilities installed by Grantee thereon shall be used by Grantee for the conveyance, distribution and/or storage of water, and the installation, operation, inspection, maintenance, repair, relocation, replacement and removal of such pipes, conduits, meters, valves, fittings, boxes, vaults, hydrants, pipeline markers, and other facilities as Grantee deems necessary or convenient in connection with Grantee's business as a public utility water company and for any other legally permitted purpose.

Grantor hereby reserves, for itself, its successors and assigns, the right to use the surface of the Easement Area for parking, landscaping, walkways, signs and driveways; provided that Grantor shall not erect or construct any building or other structure, or otherwise conduct activities in the Easement Area which may impair or prevent Grantee's use of the Easement Area for the purposes specified herein. Grantor shall not engage in activities that damage or is reasonably likely to damage, Grantee's facilities and equipment in the Easement Area. Without limiting the foregoing, Grantor shall not perform or permit any digging, tunneling or other forms of construction activity on the Easement Area which would substantially disturb, or are likely to substantially disturb the compaction or unearth Grantee's facilities located within the Easement Area or endanger the lateral support to such facilities.

Grantee hereby agrees that Grantee shall vacate the Easement Area and any improvements constructed by Grantee thereon and relocate its facilities to a reasonable alternative Easement Area, at Grantor's sole cost and expense upon ninety (90) days written notice from Grantor to Grantee. Upon such relocation, Grantee shall deliver to Grantor a quitclaim deed releasing Grantee's interest in the vacated Easement Area.

Grantee agrees, at its sole cost, to keep all facilities and equipment of Grantee in the Easement Area in good condition and repair, subject only to ordinary wear and tear. In the event Grantee damages the surface of the Easement Area or improvements thereon, permitted by this Agreement and installed by or for Grantor, Grantee shall, at its cost, repair the damage caused by the activities of Grantee and restore the surface of the Easement Area as nearly as possible to the condition in which such surface area and improvements existed at the commencement of the activities of Grantee which caused such damage. In no event shall Grantee be obligated to repair damage caused by activities or causes other than the activities of Grantee.

The terms hereof shall be binding upon, and inure to the benefit of the successors and assigns of the parties hereto. As used herein, the term "Grantor" shall include all subsequent owners of the land subject to the easement granted hereby. The terms hereof shall run with Grantee's Easement Area. As used herein, the term "Grantee" shall include all subsequent owners of the easement in gross granted hereby.

Grantor:

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)

Project #: \_\_\_\_\_

State of California )  
 )  
County of \_\_\_\_\_ )

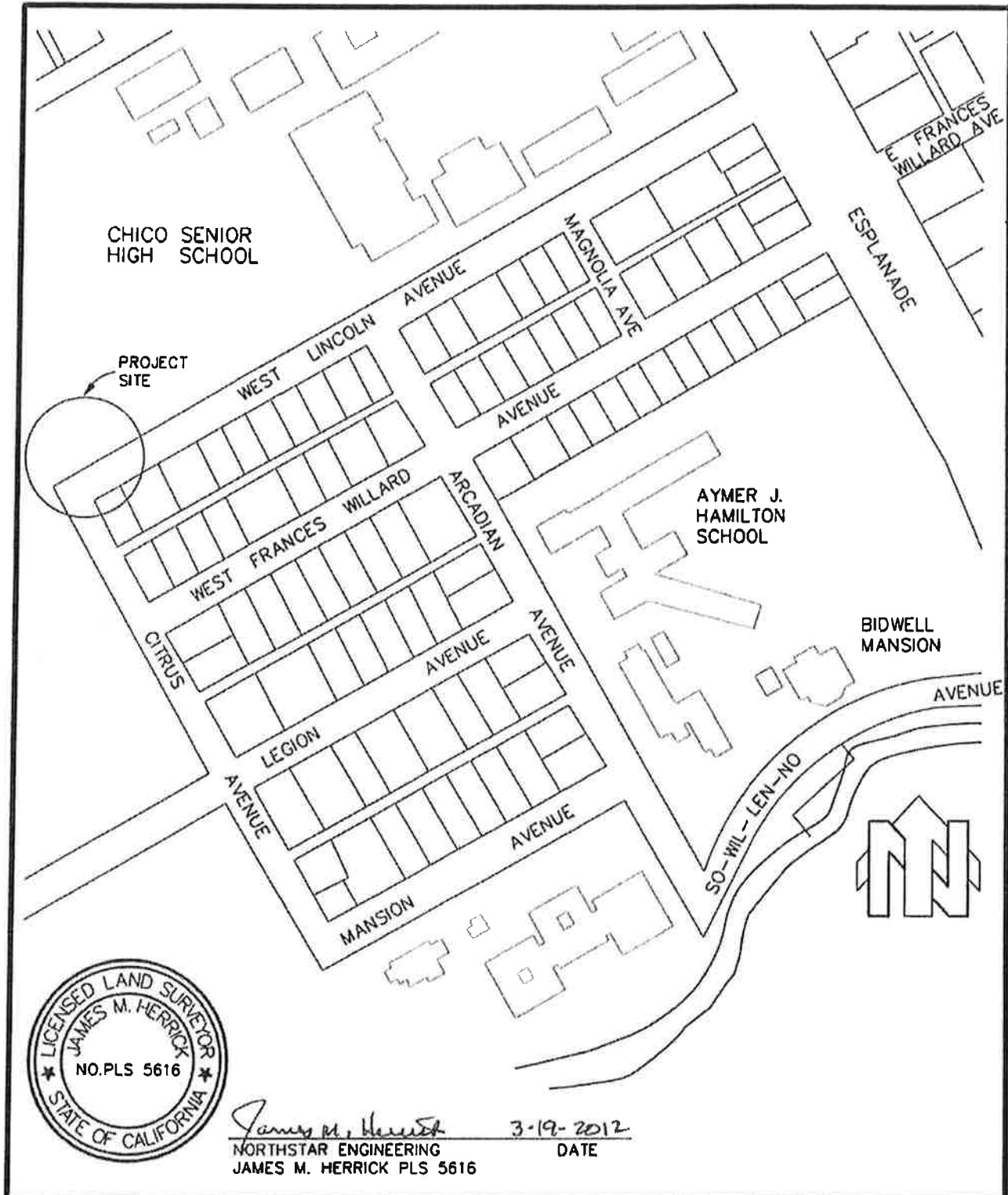
On \_\_\_\_\_, before me, \_\_\_\_\_,  
DATE NAME, TITLE OF OFFICER  
personally appeared \_\_\_\_\_,  
NAME(S) OF SIGNER(S)

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 OF THE NOTARY



**NorthStar  
ENGINEERING**

111 Mission Ranch Blvd., Ste 100  
Chico, California 95926  
Phone: (530) 893-1400 Fax: (530) 893-2113  
www.northstareng.com

PREPARED FOR:

CALIFORNIA WATER  
SERVICE COMPANY

JOB TITLE:

**EXHIBIT B**

**PLAT TO ACCOMPANY EASEMENT  
DESCRIPTION**

SHEET NO.:

**1 OF 2**

SCALE: N/A

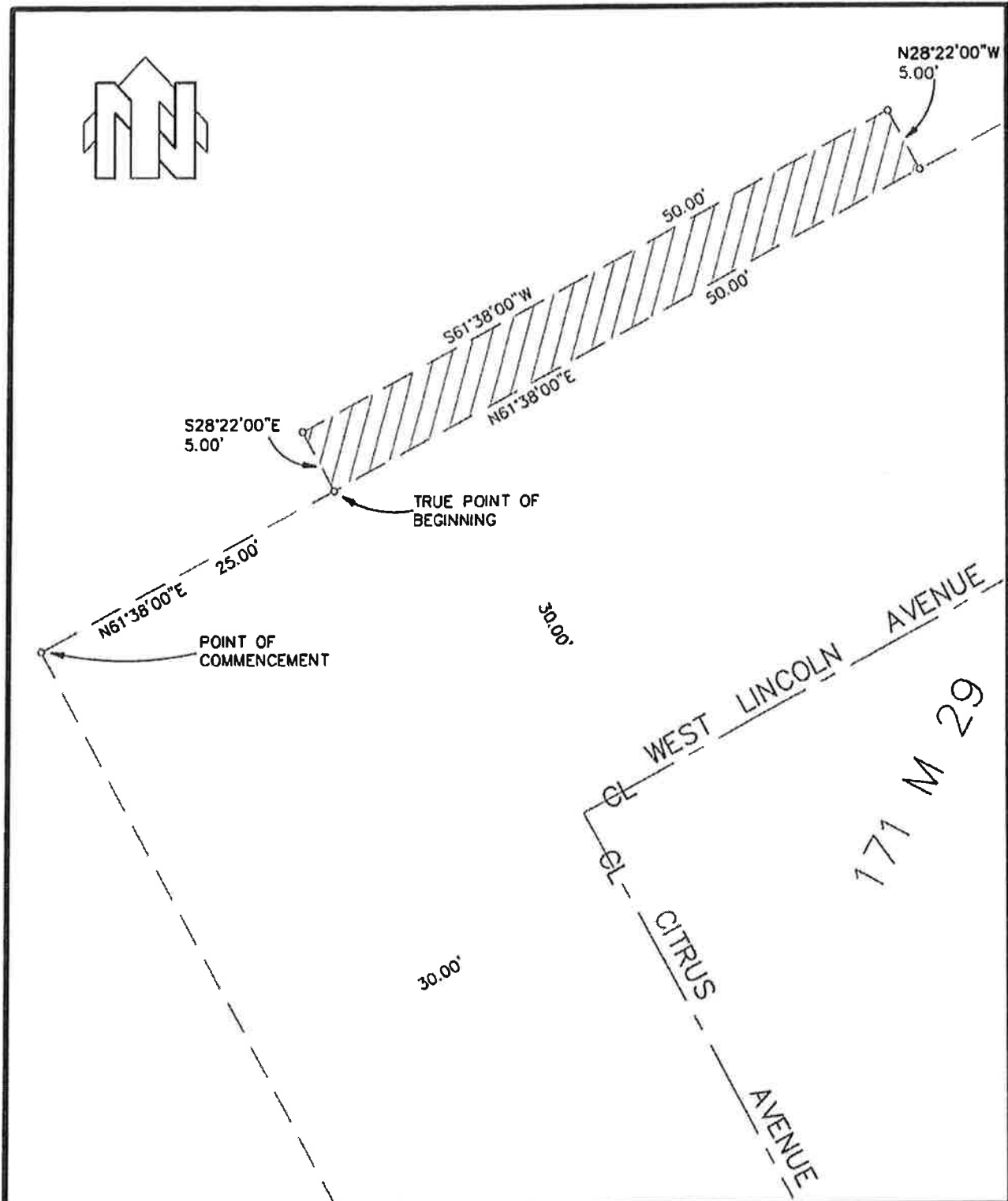
JOB NO.: 09-049

DATE: 3-20-2012

DRAWN BY: MH

CHECKED BY: JH





**NorthStar  
ENGINEERING**

111 Mission Ranch Blvd, STE 100  
Chico, California 95926  
Phone: (530) 893-1600 Fax: (530) 893-2113  
www.northstareng.com

PREPARED FOR:

CALIFORNIA WATER  
SERVICE COMPANY

JOB TITLE:

**EXHIBIT B**

**PLAT TO ACCOMPANY EASEMENT  
DESCRIPTION**

SHEET NO.:

**2 OF 2**

SCALE:

**1" = 10'**

JOB NO.:

**09-049**

DATE:

**3-20-2012**

DRAWN BY:

**MH**

CHECKED BY:

**JH**

**EXHIBIT "A"**  
Chico Junior Easement One Description

All that certain real property situate in the City of Chico, County of Butte, State of California described as follows:

Being an easement for the installation, repair, maintenance, and replacement of waterline facilities and appurtenances and the right of access to facilitate same in, over, across and under all that certain real property located in a portion of Rancho Arroyo Chico more particularly described as follows:

Commencing at the southwesterly corner of Cemetery Section 6 as shown on that certain Map of the Chico Cemetery filed for record March 3, 1997 in Map Book 142, pages 14 – 17 in the Butte County Recorder's Office;

Thence, along the westerly line of said Cemetery Section 6, North 00°12'21" East, 265.53 feet to the TRUE POINT OF BEGINNING of the herein described easement;

Thence, along Line "A" hereinafter referred to, South 64°58'44" West, 419.60 feet to the easterly line of Oleander Avenue;

Thence, along the easterly line of Oleander Avenue, North 28°00'54" West, 373.99 feet;

Thence, leaving said easterly line, North 61°59'06" East, 20.00 feet;

Thence, parallel with the easterly line of Oleander Avenue, South 28°00'54" East, 345.00 feet to a point located 30.00 feet northwesterly of, measured at right angles to the herein above referenced Line "A";

Thence, parallel with said Line "A", North 64°58'44" East, 415.28 feet to the westerly line of said Cemetery Section 6;

Thence, along said westerly line, South 00°12'21" West, 33.16 feet to the True Point of Beginning.

Containing 0.45 acres more or less.

The basis of bearings for the herein above description is the same as said Map Book 142, pages 14 - 17,

NorthStar Engineering

James M. Herrick  
James M. Herrick PLS 5616



3-19-2012  
Date

RECORDING REQUESTED BY

AND WHEN RECORDED RETURN TO:

This is a conveyance of an easement and the consideration and value is less than \$100.00

The undersigned Grantor declares that the documentary transfer tax due is \$ \_\_\_\_\_, computed on full value of property conveyed.

Form 1381

## GRANT OF EASEMENT

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\_\_\_\_\_  
("Grantor") hereby grants to CALIFORNIA WATER SERVICE COMPANY, a California public utility water corporation, ("Grantee"), a non-exclusive easement in gross, consisting of the right from time to time to construct, reconstruct, install, inspect, maintain, repair, replace, remove, operate and use facilities of the type hereinafter specified, together with a right of way for such facilities and ingress to and egress from such facilities, upon, across and/or under the lands situated in the City of Chico, County of Butte, State of California, described as follows (the "Easement Area"):

Commencing at the southwesterly corner of Cemetery Section 6 as shown on that certain Map of the Chico Cemetery filed for record March 3, 1997 in Map Book 142, pages 14 – 17 in the Butte County Recorder's Office;

Thence, along the westerly line of said Cemetery Section 6, North 00°12'21" East, 265.53 feet to the TRUE POINT OF BEGINNING of the herein described easement;

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Thence, along the easterly line of Oleander Avenue, North 28°00'54" West, 373.99 feet;

Thence, leaving said easterly line, North 61°59'06" East, 20.00 feet;

Thence, parallel with the easterly line of Oleander Avenue, South 28°00'54" East, 345.00 feet to a point located 30.00 feet northwesterly of, measured at right angles to the herein above referenced Line "A";

Thence, parallel with said Line "A", North 64°58'44" East, 415.28 feet to the westerly line of said Cemetery Section 6;

Thence, along said westerly line, South 00°12'21" West, 33.16 feet to the True Point of Beginning.

Containing 0.45 acres more or less.

The basis of bearings for the herein above description is the same as said Map Book 142, pages 14 – 17.

The above described strip(s) or parcel(s) of land are referred to in this Grant of Easement as the "Easement Area" and is shown on the map attached hereto as an exhibit.

The Easement Area and the facilities installed by Grantee thereon shall be used by Grantee for the conveyance, distribution and/or storage of water, and the installation, operation, inspection, maintenance, repair, relocation, replacement and removal of such pipes, conduits, meters, valves, fittings, boxes, vaults, hydrants, pipeline markers, and other facilities as Grantee deems necessary or convenient in connection with Grantee's business as a public utility water company and for any other legally permitted purpose.

Grantor hereby reserves, for itself, its successors and assigns, the right to use the surface of the Easement Area for parking, landscaping, walkways, signs and driveways; provided that Grantor shall not erect or construct any building or other structure, or otherwise conduct activities in the Easement Area which may impair or prevent Grantee's use of the Easement Area for the purposes specified herein. Grantor shall not engage in activities that damage or is reasonably likely to damage, Grantee's facilities and equipment in the Easement Area. Without limiting the foregoing, Grantor shall not perform or permit any digging, tunneling or other forms of construction activity on the Easement Area which would substantially disturb, or are likely to substantially disturb the compaction or unearth Grantee's facilities located within the Easement Area or endanger the lateral support to such facilities.

Grantee hereby agrees that Grantee shall vacate the Easement Area and any improvements constructed by Grantee thereon and relocate its facilities to a reasonable alternative Easement Area, at Grantor's sole cost and expense upon ninety (90) days written notice from Grantor to Grantee. Upon such relocation, Grantee shall deliver to Grantor a quitclaim deed releasing Grantee's interest in the vacated Easement Area.

Grantee agrees, at its sole cost, to keep all facilities and equipment of Grantee in the Easement Area in good condition and repair, subject only to ordinary wear and tear. In the event Grantee damages the surface of the Easement Area or improvements thereon, permitted by this Agreement and installed by or for Grantor, Grantee shall, at its cost, repair the damage caused by the activities of Grantee and restore the surface of the Easement Area as nearly as possible to the condition in which such surface area and improvements existed at the commencement of the activities of Grantee which caused such damage. In no event shall Grantee be obligated to repair damage caused by activities or causes other than the activities of Grantee.

The terms hereof shall be binding upon, and inure to the benefit of the successors and assigns of the parties hereto. As used herein, the term "Grantor" shall include all subsequent owners of the land subject to the easement granted hereby. The terms hereof shall run with Grantee's Easement Area. As used herein, the term "Grantee" shall include all subsequent owners of the easement in gross granted hereby.

Grantor:

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)

Project #: \_\_\_\_\_

State of California )  
 )  
County of \_\_\_\_\_ )

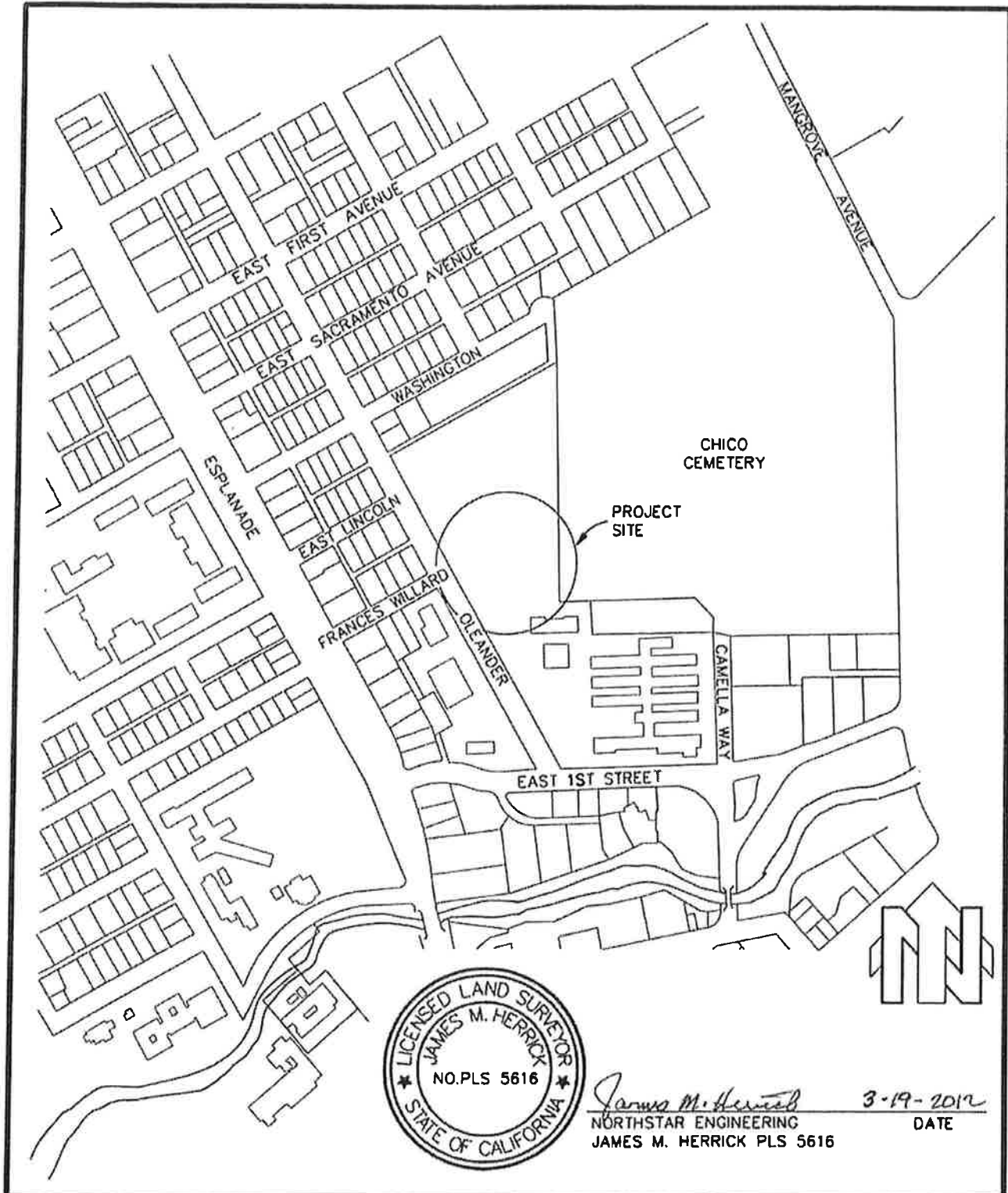
On \_\_\_\_\_, before me, \_\_\_\_\_,  
DATE NAME, TITLE OF OFFICER  
personally appeared \_\_\_\_\_,  
NAME(S) OF SIGNER(S)

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 OF THE NOTARY



**NorthStar  
ENGINEERING**

111 Mission Ranch Blvd, STE 100  
Chico, California 95926  
Phone: (530) 893-1600 Fax: (530) 893-2113  
www.northstareng.com

PREPARED FOR:

CALIFORNIA WATER  
SERVICE COMPANY

JOB TITLE:

**EXHIBIT B**

**PLAT TO ACCOMPANY EASEMENT  
DESCRIPTION**

SHEET NO.:

**1 OF 2**

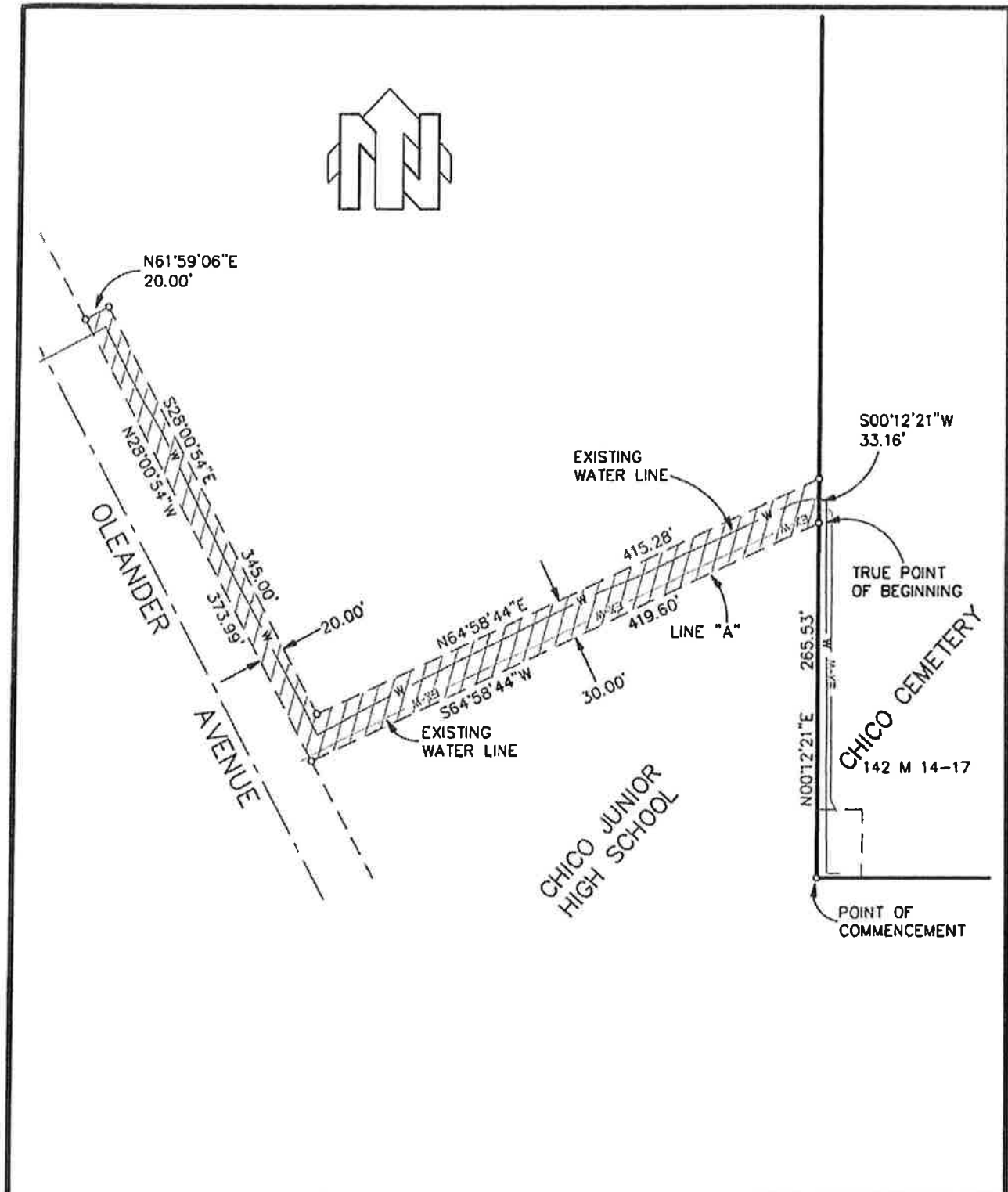
SCALE: N/A

JOB NO.: 09-049

DATE: 3-20-2012

DRAWN BY: MH

CHECKED BY: JH



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PREPARED FOR:

CALIFORNIA WATER  
SERVICE COMPANY

JOB TITLE:

EXHIBIT B

PLAT TO ACCOMPANY EASEMENT  
DESCRIPTION

SHEET NO.:

2 OF 2

SCALE: 1" = 100'

JOB NO.: 09-049

DATE: 3-20-2012

DRAWN BY: MH

CHECKED BY: JH



**EXHIBIT "A"**

**Chico Junior Easement Two Description**

All that certain real property situate in the City of Chico, County of Butte, State of California described as follows:

Being an easement for the installation, repair, maintenance, and replacement of waterline facilities and appurtenances and the right of access to facilitate same in, over, across and under all that certain real property located in a portion of Rancho Arroyo Chico more particularly described as follows:

Commencing at the northeast corner of Cemetery Section 30 as shown on that certain Map of the Chico Cemetery filed for record March 3, 1997 in Map Book 142, pages 14 – 17 in the Butte County Recorder's Office;

Thence, along the northeasterly line of said Cemetery Section 30, South 37°58'12" East, 102.42 feet to an angle point in said line, said angle point being located on the westerly line of Camellia Way;

Thence, continuing along said northeasterly line and along the westerly line of Camellia Way, South 00°03'48" West, 39.35 feet to the southeasterly corner of said Cemetery Section 30;

Thence, along the westerly line of Camellia Way, South 00°03'48" West, 14.27 feet to the TRUE POINT OF BEGINNING of the herein described easement;

Thence, leaving said westerly line, South 89°47'51" West, 146.91 feet;

Thence South 44°47'51" West, 50.14 feet;

Thence South 89°51'00" West, 99.11 feet;

Thence North 00°09'00" West, 51.76 feet to the southerly line of said Cemetery Section 30;

Thence, along said southerly line, North 89°46'12" West, 10.00 feet;

Thence, leaving said southerly line, South 00°09'00" East, 61.82 feet;

Thence North 89°51'00" East, 113.26 feet;

Thence North 44°47'51" East, 50.14 feet;

Thence North 89°47'51" East, 137.73 feet to a point located 5.00 feet westerly of, measured at right angles from the westerly line of Camellia Way;

Thence, parallel with said westerly line, South 00°03'48" West, 79.98 feet;

Thence South 89°56'12" East, 5.00 feet to the westerly line of Camellia Way;

Thence North 00°03'48" East, 90.00 feet to the point of beginning.

Containing 0.09 acres more or less.

The basis of bearings for the herein above description is the same as said Map Book 142, pages 14 – 17.

NorthStar Engineering

James M. Herrick  
James M. Herrick PLS 5616



3-19-2012  
Date

RECORDING REQUESTED BY

AND WHEN RECORDED RETURN TO:

This is a conveyance of an easement and the consideration and value is less than \$100.00

The undersigned Grantor declares that the documentary transfer tax due is \$\_\_\_\_\_, computed on full value of property conveyed.

Form 1381

## GRANT OF EASEMENT

By this instrument dated \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
("Grantor") hereby grants to CALIFORNIA WATER SERVICE COMPANY, a California public utility water corporation, ("Grantee"), a non-exclusive easement in gross, consisting of the right from time to time to construct, reconstruct, install, inspect, maintain, repair, replace, remove, operate and use facilities of the type hereinafter specified, together with a right of way for such facilities and ingress to and egress from such facilities, upon, across and/or under the lands situated in the City of Chico, County of Butte, State of California, as described in Exhibits A (the "Easement Area").

The Easement Area and the facilities installed by Grantee thereon shall be used by Grantee for the conveyance, distribution and/or storage of water, and the installation, operation, inspection, maintenance, repair, relocation, replacement and removal of such pipes, conduits, meters, valves, fittings, boxes, vaults, hydrants, pipeline markers, and other facilities as Grantee deems necessary or convenient in connection with Grantee's business as a public utility water company and for any other legally permitted purpose.

Grantor hereby reserves, for itself, its successors and assigns, the right to use the surface of the Easement Area for parking, landscaping, walkways, signs and driveways; provided that Grantor shall not erect or construct any building or other structure, or otherwise conduct activities in the Easement Area which may impair or prevent Grantee's use of the Easement Area for the purposes specified herein. Grantor shall not engage in activities that damage or is reasonably likely to damage, Grantee's facilities and equipment in the Easement Area. Without limiting the foregoing, Grantor shall not perform or permit any digging, tunneling or other forms of construction activity on the Easement Area which would substantially disturb, or are likely to substantially disturb the compaction or unearth Grantee's facilities located within the Easement Area or endanger the lateral support to such facilities.

Grantee hereby agrees that Grantee shall vacate the Easement Area and any improvements constructed by Grantee thereon and relocate its facilities to a reasonable alternative Easement Area, at Grantor's sole cost and expense upon ninety (90) days written notice from Grantor to Grantee. Upon such relocation, Grantee shall deliver to Grantor a quitclaim deed releasing Grantee's interest in the vacated Easement Area.

Grantee agrees, at its sole cost, to keep all facilities and equipment of Grantee in the Easement Area in good condition and repair, subject only to ordinary wear and tear. In the event Grantee damages the surface of the Easement Area or improvements thereon, permitted by this Agreement and installed by or for Grantor, Grantee shall, at its cost, repair the damage caused by the activities of Grantee and restore the surface of the Easement Area as nearly as possible to the condition in which such surface area and improvements existed at the commencement of the activities of Grantee which caused such damage. In no event shall Grantee be obligated to repair damage caused by activities or causes other than the activities of Grantee.

The terms hereof shall be binding upon, and inure to the benefit of the successors and assigns of the parties hereto. As used herein, the term "Grantor" shall include all subsequent owners of the land subject to the easement granted hereby. The terms hereof shall run with Grantee's Easement Area. As used herein, the term "Grantee" shall include all subsequent owners of the easement in gross granted hereby.

Grantor:

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)

Project #: \_\_\_\_\_

State of California )  
 )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
DATE NAME, TITLE OF OFFICER  
personally appeared \_\_\_\_\_,  
NAME(S) OF SIGNER(S)

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 OF THE NOTARY

**EXHIBIT "A"**

All that certain real property situated in the City of Chico, County of Butte, State of California described as follows:

Commencing at the northeast corner of Cemetery Section 30 as shown on that certain Map of the Chico Cemetery filed for record March 3, 1997 in Map Book 142, pages 14 – 17 in the Butte County Recorder's Office;

Thence, along the northeasterly line of said Cemetery Section 30, South 37°58'12" East, 102.42 feet to an angle point in said line, said angle point being located on the westerly line of Camellia Way;

Thence, continuing along said northeasterly line and along the westerly line of Camellia Way, South 00°03'48" West, 39.35 feet to the southeasterly corner of said Cemetery Section 30;

Thence, along the westerly line of Camellia Way, South 00°03'48" West, 14.27 feet to the TRUE POINT OF BEGINNING of the herein described easement;

Thence, leaving said westerly line, South 89°47'51" West, 146.91 feet;

Thence South 44°47'51" West, 50.14 feet;

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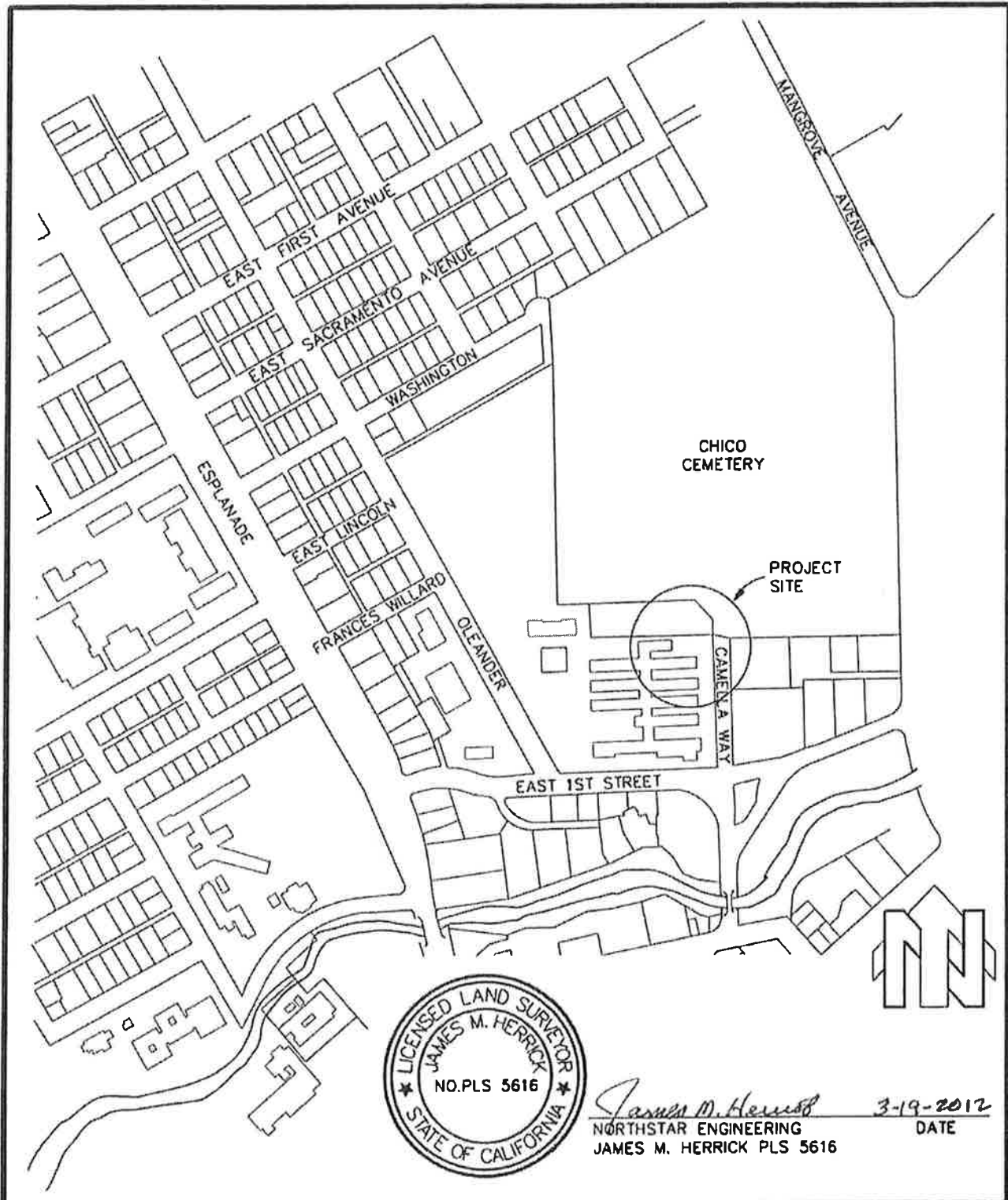
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Thence North 00°03'48" East, 90.00 feet to the point of beginning.

Containing 0.09 acres more or less.

The basis of bearings for the herein above description is the same as said Map Book 142, pages 14 – 17.



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111 Mission Ranch Blvd, Ste 100  
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Phone: (530) 893-1600 Fax: (530) 893-2113  
www.northstareng.com

PREPARED FOR:

CALIFORNIA WATER  
SERVICE COMPANY

JOB TITLE:

**EXHIBIT B**

**PLAT TO ACCOMPANY EASEMENT  
DESCRIPTION**

SHEET NO.:

**1 OF 2**

SCALE:

N/A

JOB NO.:

09-049

DATE:

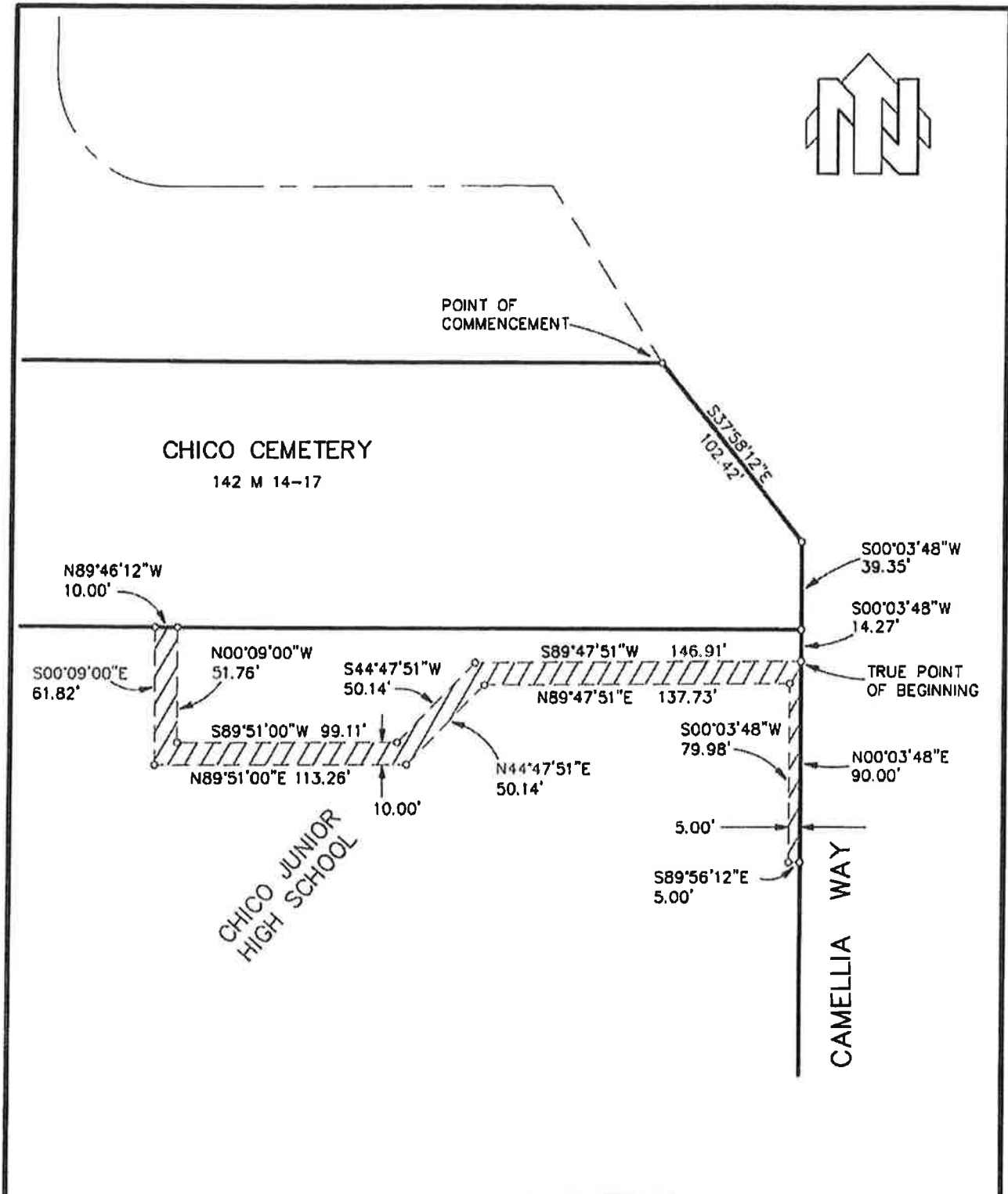
3-20-2012

DRAWN BY:

MH

CHECKED BY:

JH



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www.northstareng.com

PREPARED FOR:

CALIFORNIA WATER  
SERVICE COMPANY

JOB TITLE:

EXHIBIT B

PLAT TO ACCOMPANY EASEMENT  
DESCRIPTION

SHEET NO.:

2 OF 2

SCALE:

1" = 60'

JOB NO.:

09-049

DATE:

3-20-2012

DRAWN BY:

MH

CHECKED BY:

JH



**TITLE: Site Work and Construction for Inspire Facilities at Chico High School Campus**

Action   X    
Consent         
Information       

Date: July 18, 2012

Prepared by: *Michael Weissenborn, Director of Facilities & Construction*

**Background Information**

On February 28, 2012, the Board of Education directed staff to add appropriate facilities to the Chico High School campus to accommodate Inspire School of Arts and Sciences for the 2012-2013 school year.

On June 20, 2012, the Board of Education pre-authorized staff to enter into a contractual agreement with the lowest responsive bidder for the addition of two 48' x 40' portable classroom buildings and one 12' x 40' portable restroom building. Six bids were received on July 3, 2012. The lowest responsive bidder was BCM Construction Company, Inc., with a bid of \$179,000 and an additive alternate bid of \$17,000.

Site work began on Thursday, July 12, 2012. The site layout has been designed to facilitate the addition of up to five future 48' x 40' buildings. This should accommodate growth within the terms of Inspire's charter and allow the return of certain Chico High School facilities to Chico High School's utilization. This approach will facilitate the housing of Inspire on the Chico High School campus while the program continues to mature.

**Educational Implications**

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

**Fiscal Implications**

The source of funding for this project is Measure A bond funds.

**Recommendation**

Direct staff to work with Chico High and Inspire staff to house Inspire on the Chico High School campus for 5+ years or until another suitable location becomes available.

**TITLE: Approval of a Variable Term Waiver Request for an Early Childhood Special Education Certificate for Certificated Special Education Employees Cari McWilliams and Rebekah Newman**

Action: ☒  
Consent: ☐  
Information: ☐

July 18, 2012

Prepared by: Bob Feaster, Assistant Superintendent-Human Resources

**Background Information**

**Request approval of a Variable Term Waiver Request for an Early Childhood Special Education Certificate to cover the assignment of two Certificated employees (Cari McWilliams and Rebekah Newman) in the position of SDC-SH Preschool teacher for the 2012/13 school year.**

**Educational Implications**

**Approval of this Variable Term Waiver Request will allow Ms. McWilliams and Ms. Newman to teach while completing requirements for the Certificate.**

**Fiscal Implications**

**None**



State Of California  
Commission On Teacher Credentialing  
Certification, Assignment and Waivers Division  
1900 Capitol Avenue  
Sacramento, CA 95811

9.3.1.

Page 2 of 13

Telephone: (916) 323-7136  
E-mail: [waivers@ctc.ca.gov](mailto:waivers@ctc.ca.gov)

## VARIABLE TERM WAIVER REQUEST (WV1 Form)

Requests must be prepared by the employing agency, not the applicant. All materials must be clear enough to photocopy.

<b>1. EMPLOYING AGENCY</b> (include mailing address) <b>Chico Unified School District</b> <b>1163 E. 7th Street, Chico, CA 95928</b>  NPS/NPA (list county code )	County/District CDS Code	Contact Person: <b>Heather Deaver</b>  Telephone #: <b>530-891-3000</b>  E-Mail: <b><a href="mailto:hdeaver@chicousd.org">hdeaver@chicousd.org</a></b>
---	-----------------------------	---

### 2. APPLICANT INFORMATION

**Social Security Number**

All applicants must answer professional fitness questions (see #11). In addition, if fingerprint clearance is not on file at CTC, a completed LiveScan receipt (41-LS) must be submitted with this waiver request. If needed, a review by the Division of Professional Practices will be concluded before a waiver approval letter will be issued.

Full Legal Name **Newman** **Rebekah**  
L ast First Middle

Former Name(s) Birth Date

Applicant's Mailing Address

**Chico, CA 95973**

Credential Needed for Waiver **Ed Specialist: Early Childhood Special Education**

(List specific title and subject area of the credential that authorizes the assignment. Note that the subject must be one that is available under current regulations.)

Assignment **SDC-SH Preschool Class**

Indicate specific position and grade level (e.g. chemistry teacher, grades 11-12)

- For bilingual assignment list LANGUAGE: \_\_\_\_\_
- Is this a full time position? ☒ Yes ☐ No
- If not, indicate how many periods a day the individual will be teaching the waiver assignment(s)
- Is this a subsequent waiver? (see #9 for additional information) ☐ Yes ☒ No

### 3. EDUCATION CODE OR TITLE 5 SECTION TO BE WAIVED

Specific section(s) covering the assignment: **44265**

### 4. EFFECTIVE DATES

Waivers are dated effective the beginning date of service. Provide the ending date of your school term, track or year below. A justification *must* be included if the expiration date extends beyond the term, track or year.

Effective Dates (mm/dd/yyyy): **08** / **16** / **2012** to **06** / **06** / **2013**

Ending date of school term, track, or year: **06** / **06** / **2013**

**5. STATEWIDE HIGH INCIDENCE AREA WAIVER REQUESTS:**

**a. INDICATE THE HIGH INCIDENCE AREA FOR THE ASSIGNMENT**

- ☒ Special Education
- ☐ Clinical or Rehabilitative Services
- ☐ Speech-Language Pathology Services
- ☐ Driver Education and Training
- ☐ 30-Day Substitute

**b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION**

No copies are necessary if this is a recognized high incidence area.

- ☐ Advertised in local/national newspapers
- ☐ Advertised in professional journals
- ☐ Attended job fairs in California
- ☐ Attended recruitment out-of-state
- ☐ Contacted IHE placement centers
- ☐ Distributed job announcements
- ☐ Internet
- ☐ Other \_\_\_\_\_

**c. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE**

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

**6. NON STATEWIDE LOW INCIDENCE AREA WAIVER REQUESTS:**

**a. INDICATE THE LOW INCIDENCE AREA FOR THE ASSIGNMENT**

- ☐ Administrative Services
- ☐ Single Subject Teaching (**all** subject areas)
- ☐ Designated Subjects – except driver education and training
- ☐ Library Media Services
- ☐ Multiple Subject Teaching
- ☐ Pupil Personnel Services: Counseling, Psychology, Social Work
- ☐ Reading Specialist/Certificate
- ☐ Teacher of English Learner Students

**b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION**

Copies of announcements, advertisements, web site registration, etc. **must** be attached.

The employer must verify **all** of the following:

- ☐ Distributed job announcements
- ☐ Contacted IHE placement centers
- ☐ Internet (i.e. [www.edjoin.org](http://www.edjoin.org))

Optional recruitment methods:

- ☐ Advertised in local/national newspaper
- ☐ Attended job fairs in California
- ☐ Attended recruitment out-of-state
- ☐ Advertised in professional journals
- ☐ Other \_\_\_\_\_

**c. PROVIDE DETAILED INFORMATION ABOUT THE RESULTS OF RECRUITMENT EFFORTS. BE SURE TO ANSWER EACH OF THE FOLLOWING QUESTIONS:**

How many individuals credentialed in the authorization of the waiver request applied for the position? \_\_\_\_\_

How many individuals credentialed in the authorization of the waiver request were interviewed? \_\_\_\_\_

What were the results of those interviews? (Please indicate answers in numbers)

- \_\_\_\_\_ Applicant(s) withdrew
- \_\_\_\_\_ Candidate(s) declined job offer
- \_\_\_\_\_ Candidate(s) found unsuitable for the assignment

**d. PROVIDE THE SPECIFIC EMPLOYMENT CRITERIA FOR THE POSITION**

What special skills and knowledge are needed to successfully perform in this position? These should also be described in your recruitment advertisements and announcements.

**e. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE**

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

**7. REQUIREMENTS AND TARGET COMPLETION DATES FOR REACHING CREDENTIAL GOAL**

List the requirements that the applicant must complete to be eligible for the document named above as the credential goal and a target date by which he or she plans to complete those requirements.

PROGRAM, COURSE, EXAMINATION, EXPERIENCE	TARGET COMPLETION DATE
<b>Early Childhood Special Education Coursework</b>	<b>2014</b>

**8. LIST THE NAME AND POSITION OF THE PERSON ASSIGNED TO PROVIDE SUPPORT AND ASSISTANCE TO THE APPLICANT DURING THE TERM OF THIS WAIVER**

By assigning this individual, the employing agency makes a commitment to provide orientation, guidance and assistance to the applicant, as feasible, in completing the requirement(s) listed above.

Name Jeanner Kassel Position Asst. Principal

**9. SUBSEQUENT WAIVER REQUESTS**

☐ Attached is a copy of a personnel evaluation that verifies the applicant served satisfactorily in the position authorized by the previous waiver.

**10. IS THIS EMPLOYING AGENCY GEOGRAPHICALLY ISOLATED?**

Would the applicant have to travel more than 1 1/2 hours one-way to attend an institution with an approved program to meet the credential goal?

☐ Yes ☐ No ☐ Not applicable (program completion is not a requirement)

**11. PROFESSIONAL FITNESS QUESTIONS (to be answered by the applicant)**

Answers to the following questions are required. If you answer "yes" to any question, a full explanation is required, using a separate sheet of paper. You must disclose all criminal convictions (misdemeanors and/or felonies) including convictions based on a plea of no contest. You must disclose a conviction no matter how much time has passed and even if the case has been dismissed pursuant to Penal Code Section 1203.4. You may omit misdemeanor marijuana-related convictions that occurred more than two years prior to this application, except convictions involving concentrated cannabis, which must be disclosed regardless of the date of such a conviction.

**Warning:** Failure to disclose any information requested is considered falsification of your application and is grounds for denial of your application and/or disciplinary action against your credential.

☐ Please check here if you have ever held any credential or license authorizing service in the public schools in another state.

State \_\_\_\_\_ Type of credential \_\_\_\_\_

<p>a. Have you ever been dismissed, non-reelected, or suspended without pay for more than ten days, or retired or resigned from, or otherwise left school employment because of allegations of misconduct or while allegations of misconduct were pending?</p> <p>If the answer is yes, you must submit a full explanation on a separate sheet of paper.</p>	<p><b>Yes</b></p> <input type="checkbox"/>	<p><b>No</b></p> <input checked="" type="checkbox"/>
<p>b. Have you ever been convicted, including a conviction based on a plea of no contest, of any felony or misdemeanor in California or any other place? You must disclose your conviction even if the case was dismissed pursuant to Penal Code Section 1203.4. You may omit misdemeanor marijuana-related convictions that occurred more than two years prior to this application, except convictions involving concentrated cannabis, which must be disclosed regardless of the date of such a conviction.</p> <p>If the answer is yes, you must submit a full explanation on a separate sheet of paper. Include dates, location, offense, and a short summary of the incident(s) that led to the conviction(s).</p>	<p><b>Yes</b></p> <input type="checkbox"/>	<p><b>No</b></p> <input checked="" type="checkbox"/>
<p>c. Are you currently the subject of any inquiry or investigation by a state or federal law enforcement agency or a licensing agency in California or any other state OR have you ever been the subject an inquiry or investigation by a state or federal law enforcement agency or a licensing agency in California or any other state regarding alleged misconduct that involved children or took place on school property?</p> <p>If the answer is yes, you must submit a full explanation on a separate sheet of paper. Include dates, location, agency name, and a short summary of the incident(s) that led to the investigation and the results of the investigation.</p>	<p><b>Yes</b></p> <input type="checkbox"/>	<p><b>No</b></p> <input checked="" type="checkbox"/>
<p>d. Are any criminal charges currently pending against you?</p> <p>If the answer is yes, you must submit a full explanation on a separate sheet of paper. Include dates, location, and a short summary of the incident(s) that led to the charge(s).</p>	<p><b>Yes</b></p> <input type="checkbox"/>	<p><b>No</b></p> <input checked="" type="checkbox"/>
<p>e. Is any disciplinary action now pending against you in any school district or with any other school employer?</p> <p>If the answer is yes, you must submit a full explanation on a separate sheet of paper. Include dates, type of action, school district or school employer name, and a short summary of the incident(s) that led to the pending action.</p>	<p><b>Yes</b></p> <input type="checkbox"/>	<p><b>No</b></p> <input checked="" type="checkbox"/>
<p>f. Have you ever had any professional or vocational license or any credential, including but not limited to, any Certificate of Clearance, permit, credential, license or other document authorizing public school service or teaching revoked and/or otherwise subjected to any other disciplinary action (including an action that was stayed) for cause in California or any other state or place?</p> <p>If the answer is yes, you must submit a full explanation on a separate sheet of paper. Include dates, location, agency name, and a short summary of the incident(s) that led to the investigation and the results of the investigation.</p>	<p><b>Yes</b></p> <input type="checkbox"/>	<p><b>No</b></p> <input checked="" type="checkbox"/>
<p>g. Have you ever had any application for a credential, including but not limited to, any Certificate of Clearance, permit, credential, license, or other document authorizing public school service or teaching, denied and/or rejected for cause in California or any other state or place?</p> <p>If the answer is yes, you must submit a full explanation on a separate sheet of paper. Include dates, location, name of licensing agency, and a short summary of the incident(s) that led to the denial or rejection.</p>	<p><b>Yes</b></p> <input type="checkbox"/>	<p><b>No</b></p> <input checked="" type="checkbox"/>

**12. PUBLIC NOTICE -- CHECK THE BOX THAT APPLIES**

- ☒ **Public School District:** Attached is a copy of the agenda item presented to the governing board of the school district in a public meeting showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or his or her designee in item #14 below, the person signing verifies that the board acted upon the item favorably.

By submitting this waiver request the district is certifying that reasonable efforts to recruit a fully prepared teacher for the assignment(s) were made in the following order:

1. A candidate who is qualified to participate in an approved internship program in the region of the school district
2. An individual who is scheduled to complete initial preparation requirements within six months

- ☐ **County Office of Education, State Agency, or Nonpublic, Nonsectarian School or Agency:** Attached is a dated copy of the notice that was posted at least 72 hours before the position was filled showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or administrator or his or her designee in item #14 below, the person signing verifies that there were no objections to this waiver request.

**13. APPLICANT'S CERTIFICATION**

I understand that in order to receive a subsequent waiver for this assignment I must pursue the completion of requirements to obtain full certification in the subject or area covered by this waiver request as specified in #7 above.

I understand that if my case is heard in a public meeting, all materials submitted to the Commission regarding my suitability, including grades and test scores, may be discussed.

I hereby certify (or declare) under penalty of perjury under the laws of the State of California that all of the foregoing statements in this application are true and correct.

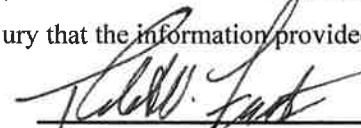

  
Signature of Applicant  
(Sign full legal name as listed in #2)

  
Date

**14. EMPLOYING AGENCY CERTIFICATION** (To be signed by district or county superintendent, personnel administrator, NPS/NPA administrator, or designee.)

The person for whom this waiver is requested will not be employed until he or she has been cleared by the Department of Justice under the provisions of Education Code Section 44332.6 and Section 44830.1 (AB1612). The employer acknowledges that the Commission's final approval of this individual's waiver will be determined by a fitness review covering, in part, criminal activity, including certain in-state and/or out-of-state convictions. If this waiver request is for service to special education children, the Special Education Local Planning Area (SELPA) has been notified of our intent to request this waiver.

I certify under penalty of perjury that the information provided in this report is accurate and complete.

Signature:   
Title:   
Date: \_\_\_\_\_





State Of California  
Commission On Teacher Credentialing  
Certification, Assignment and Waivers Division  
1900 Capitol Avenue  
Sacramento, CA 95811

9.3.1.

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Telephone: (916) 323-7136  
E-mail: [waivers@ctc.ca.gov](mailto:waivers@ctc.ca.gov)

## VARIABLE TERM WAIVER REQUEST (WV1 Form)

Requests must be prepared by the employing agency, not the applicant. All materials must be clear enough to photocopy.

<b>1. EMPLOYING AGENCY</b> (include mailing address) <b>Chico Unified School District</b> <b>1163 E. 7th Street, Chico, CA 95928</b>  NPS/NPA (list county code )	County/District CDS Code	Contact Person: <b>Heather Deaver</b>  Telephone #: <b>530-891-3000</b>  E-Mail: <b><a href="mailto:hdeaver@chicousd.org">hdeaver@chicousd.org</a></b>
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### 2. APPLICANT INFORMATION

Social Security Number

All applicants must answer professional fitness questions (see #11). In addition, if fingerprint clearance is not on file at CTC, a completed LiveScan receipt (41-LS) must be submitted with this waiver request. If needed, a review by the Division of Professional Practices will be concluded before a waiver approval letter will be issued.

Full Legal Name **McWilliams** **Cari** **D**  
Last First Middle

Former Name(s) **Hague, Cari** Birth Date --

Applicant's Mailing Address  
**Chico, CA 95928**

Credential Needed for Waiver **Ed Specialist: Early Childhood Special Education**  
(List specific title and subject area of the credential that authorizes the assignment. Note that the subject must be one that is available under current regulations.)

Assignment **SDC-SH Preschool Class**

Indicate specific position and grade level (e.g. chemistry teacher, grades 11-12)

- For bilingual assignment list LANGUAGE: \_\_\_\_\_
- Is this a full time position? ☒ Yes ☐ No
- If not, indicate how many periods a day the individual will be teaching the waiver assignment(s)
- Is this a subsequent waiver? (see #9 for additional information) ☐ Yes ☒ No

### 3. EDUCATION CODE OR TITLE 5 SECTION TO BE WAIVED

Specific section(s) covering the assignment: **44265**

### 4. EFFECTIVE DATES

Waivers are dated effective the beginning date of service. Provide the ending date of your school term, track or year below. A justification *must* be included if the expiration date extends beyond the term, track or year.

Effective Dates (mm/dd/yyyy): **08** / **16** / **2012** to **06** / **06** / **2013**

Ending date of school term, track, or year: **06** / **06** / **2013**

5. STATEWIDE HIGH INCIDENCE AREA WAIVER REQUESTS:

a. INDICATE THE HIGH INCIDENCE AREA FOR THE ASSIGNMENT

- ☒ Special Education
- ☐ Clinical or Rehabilitative Services
- ☐ Speech-Language Pathology Services
- ☐ Driver Education and Training
- ☐ 30-Day Substitute

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

No copies are necessary if this is a recognized high incidence area.

- ☐ Advertised in local/national newspapers
- ☐ Advertised in professional journals
- ☐ Attended job fairs in California
- ☐ Attended recruitment out-of-state
- ☐ Contacted IHE placement centers
- ☒ Distributed job announcements
- ☒ Internet
- ☐ Other \_\_\_\_\_

c. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

**Professional Preparation supporting request for waiver includes: Special Education Moderate/Severe Education Specialist Credential for working with students ages 3 to 22 years of age with disabilities. The credential program includes intensive coursework in early childhood development, curriculum and instruction, behavioral management, and the characteristic of disabilities. Her undergraduate work provided her coursework in early childhood development, childhood psychology, and curriculum and instruction. She completed the requirements leading to a BA degree in Psychology. Cari has five years professional teaching experiences in special education. These experiences provided her to work with a wide range of students with mild/moderate disabilities. Specific areas of training/professional development specific to working with preschool students includes: picture exchange communication systems, behavior training (BSP), Love and Logic, ADHD, Discreet Trial and TEACCH that has a focus on serving student on the autism spectrum. Her professional preparation including her undergraduate and graduate work, public school teaching experiences, and professional development are outstanding and meet the requirements to be an effective preschool teacher.**

**6. NON STATEWIDE LOW INCIDENCE AREA WAIVER REQUESTS:**

**a. INDICATE THE LOW INCIDENCE AREA FOR THE ASSIGNMENT**

- ☐ Administrative Services
- ☐ Single Subject Teaching (**all** subject areas)
- ☐ Designated Subjects – except driver education and training
- ☐ Library Media Services
- ☐ Multiple Subject Teaching
- ☐ Pupil Personnel Services: Counseling, Psychology, Social Work
- ☐ Reading Specialist/Certificate
- ☐ Teacher of English Learner Students

**b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION**

Copies of announcements, advertisements, web site registration, etc. **must** be attached.

The employer must verify **all** of the following:

- ☐ Distributed job announcements
- ☐ Contacted IHE placement centers
- ☐ Internet (i.e. [www.edjoin.org](http://www.edjoin.org))

Optional recruitment methods:

- ☐ Advertised in local/national newspaper
- ☐ Attended job fairs in California
- ☐ Attended recruitment out-of-state
- ☐ Advertised in professional journals
- ☐ Other \_\_\_\_\_

**c. PROVIDE DETAILED INFORMATION ABOUT THE RESULTS OF RECRUITMENT EFFORTS. BE SURE TO ANSWER EACH OF THE FOLLOWING QUESTIONS:**

How many individuals credentialed in the authorization of the waiver request applied for the position? \_\_\_\_\_

How many individuals credentialed in the authorization of the waiver request were interviewed? \_\_\_\_\_

What were the results of those interviews? (Please indicate answers in numbers)

- \_\_\_\_\_ Applicant(s) withdrew
- \_\_\_\_\_ Candidate(s) declined job offer
- \_\_\_\_\_ Candidate(s) found unsuitable for the assignment

**d. PROVIDE THE SPECIFIC EMPLOYMENT CRITERIA FOR THE POSITION**

What special skills and knowledge are needed to successfully perform in this position? These should also be described in your recruitment advertisements and announcements.

**e. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE**

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

**7. REQUIREMENTS AND TARGET COMPLETION DATES FOR REACHING CREDENTIAL GOAL**

List the requirements that the applicant must complete to be eligible for the document named above as the credential goal and a target date by which he or she plans to complete those requirements.

PROGRAM, COURSE, EXAMINATION, EXPERIENCE	TARGET COMPLETION DATE
<b>Early Childhood Special Education Coursework</b>	<b>2014</b>

**8. LIST THE NAME AND POSITION OF THE PERSON ASSIGNED TO PROVIDE SUPPORT AND ASSISTANCE TO THE APPLICANT DURING THE TERM OF THIS WAIVER**

By assigning this individual, the employing agency makes a commitment to provide orientation, guidance and assistance to the applicant, as feasible, in completing the requirement(s) listed above.

Name Jeanner Kassel Position Asst. Principal

**9. SUBSEQUENT WAIVER REQUESTS**

☐ Attached is a copy of a personnel evaluation that verifies the applicant served satisfactorily in the position authorized by the previous waiver.

**10. IS THIS EMPLOYING AGENCY GEOGRAPHICALLY ISOLATED?**

Would the applicant have to travel more than 1 1/2 hours one-way to attend an institution with an approved program to meet the credential goal?

☐ Yes ☐ No ☐ Not applicable (program completion is not a requirement)

# 11. PROFESSIONAL FITNESS QUESTIONS (to be answered by the applicant)

Answers to the following questions are required. If you answer "yes" to any question, a full explanation is required, using a separate sheet of paper. You must disclose all criminal convictions (misdemeanors and/or felonies) including convictions based on a plea of no contest. You must disclose a conviction no matter how much time has passed and even if the case has been dismissed pursuant to Penal Code Section 1203.4. You may omit misdemeanor marijuana-related convictions that occurred more than two years prior to this application, except convictions involving concentrated cannabis, which must be disclosed regardless of the date of such a conviction.

**Warning:** Failure to disclose any information requested is considered falsification of your application and is grounds for denial of your application and/or disciplinary action against your credential.

☐ Please check here if you have ever held any credential or license authorizing service in the public schools in another state.

State \_\_\_\_\_ Type of credential \_\_\_\_\_

<p>a. Have you ever been dismissed, non-reelected, or suspended without pay for more than ten days, or retired or resigned from, or otherwise left school employment because of allegations of misconduct or while allegations of misconduct were pending?</p> <p>If the answer is yes, you must submit a full explanation on a separate sheet of paper.</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input checked="" type="checkbox"/></p>
<p>b. Have you ever been convicted, including a conviction based on a plea of no contest, of any felony or misdemeanor in California or any other place? You must disclose your conviction even if the case was dismissed pursuant to Penal Code Section 1203.4. You may omit misdemeanor marijuana-related convictions that occurred more than two years prior to this application, except convictions involving concentrated cannabis, which must be disclosed regardless of the date of such a conviction.</p> <p>If the answer is yes, you must submit a full explanation on a separate sheet of paper. Include dates, location, offense, and a short summary of the incident(s) that led to the conviction(s).</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input checked="" type="checkbox"/></p>
<p>c. Are you currently the subject of any inquiry or investigation by a state or federal law enforcement agency or a licensing agency in California or any other state OR have you ever been the subject an inquiry or investigation by a state or federal law enforcement agency or a licensing agency in California or any other state regarding alleged misconduct that involved children or took place on school property?</p> <p>If the answer is yes, you must submit a full explanation on a separate sheet of paper. Include dates, location, agency name, and a short summary of the incident(s) that led to the investigation and the results of the investigation.</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input checked="" type="checkbox"/></p>
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<p>g. Have you ever had any application for a credential, including but not limited to, any Certificate of Clearance, permit, credential, license, or other document authorizing public school service or teaching, denied and/or rejected for cause in California or any other state or place?</p> <p>If the answer is yes, you must submit a full explanation on a separate sheet of paper. Include dates, location, name of licensing agency, and a short summary of the incident(s) that led to the denial or rejection.</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input checked="" type="checkbox"/></p>

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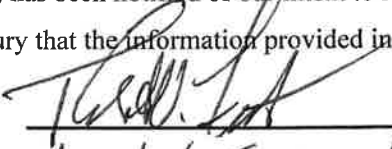
I hereby certify (or declare) under penalty of perjury under the laws of the State of California that all of the foregoing statements in this application are true and correct.

  
Signature of Applicant \_\_\_\_\_ Date 6/7/2012  
(Sign full legal name as listed in #2)

## 14. EMPLOYING AGENCY CERTIFICATION (To be signed by district or county superintendent, personnel administrator, NPS/NPA administrator, or designee.)

The person for whom this waiver is requested will not be employed until he or she has been cleared by the Department of Justice under the provisions of Education Code Section 44332.6 and Section 44830.1 (AB1612). The employer acknowledges that the Commission's final approval of this individual's waiver will be determined by a fitness review covering, in part, criminal activity, including certain in-state and/or out-of-state convictions. If this waiver request is for service to special education children, the Special Education Local Planning Area (SELPA) has been notified of our intent to request this waiver.

I certify under penalty of perjury that the information provided in this report is accurate and complete.

Signature:  \_\_\_\_\_  
Title: Assistant Superintendent \_\_\_\_\_  
Date: \_\_\_\_\_