

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

Special Meeting – September 10, 2012

6:00 p.m.

Chico Unified District Office, Large Conference Room  
1168 East 7<sup>th</sup> St., Chico, CA 95928

## **AGENDA**

1. **CALL TO ORDER**
2. **DISCUSSION/ACTION CALENDAR**
  - 2.1. EDUCATIONAL SERVICES
    - 2.1.1. **Information:** Discussion of Board Policy and Administrative Regulation #1240, Volunteer Assistance
    - 2.1.2. **Discussion/Action:** Consider Approval of the Consultant Agreement with Reading Partners to Hire and Train Coordinators (Janet Brinson)
3. **ADJOURNMENT**

Posted: 09/07/12  
:mm

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).

**AGENDA ITEM:**      Discussion of Board Policy and Administrative Regulation #1240,  
Volunteer Assistance

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☐ Consent

Board Date September 10, 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**



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## **Volunteer Assistance**

The Governing Board encourages parents/guardians and other members of the community to share their time, knowledge and abilities with students. Volunteer assistance in schools enriches the educational program, enhances supervision of students and contributes to school safety while strengthening the schools' relationships with the community. The Board also encourages community members to serve as mentors providing support and motivation to students.

(cf. 1000 - Concepts and Roles)  
(cf. 1700 - Relations Between Private Industry and the Schools)  
(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)  
(cf. 4222 - Teacher Aides/Paraprofessionals)  
(cf. 5020 - Parent Rights and Responsibilities)  
(cf. 5148 - Child Care and Development)  
(cf. 5148-2 - Before/After School Programs)  
(cf. 6020 - Parent Involvement)  
(cf. 6171 - Title I Programs)

The Superintendent or designee shall develop and implement a plan for screening and placing volunteers.

(cf. 1020 - Youth Services)  
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

The Superintendent or designee shall establish procedures to protect the safety of students and adults. These procedures shall include laws related to tuberculosis testing and may also include laws related to criminal record checks.

Volunteers shall be provided with information about school goals, programs and practices and shall receive an orientation and other training related to their specific responsibilities as appropriate.

Volunteers shall act in accordance with district policies, regulations and school rules. At their discretion, employees who supervise volunteers may ask any volunteer who violates school rules to leave the campus. Employees also may confer with the principal or designee regarding any such volunteers. The Superintendent or designee shall be responsible for investigating and resolving complaints regarding volunteers.

(cf. 0410 - Nondiscrimination in District Programs and Activities)  
(cf. 3515.2 - Disruptions)

Unless agreed upon by the local union representing the unionized employees of the school, volunteer maintenance work shall be limited to those projects that do not replace permanent, on-going maintenance. The Board nevertheless encourages volunteers to work on short-term projects to the extent that they enhance the classroom or school, do not significantly increase maintenance workloads and comply with employee commitments and contracts.

Volunteer aides shall not be used to assist certificated staff in performing teaching or administrative responsibilities in place of regularly authorized classified employees who have been laid off. (Education Code 35021)

The Board encourages principals to develop a means for recognizing the contributions of each school's volunteers.



## **Chico Unified School District**

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

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**Board Policy:**

**#1240**

**Section: 1000 Community Relations**

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### **Legal Reference:**

#### EDUCATION CODE

35021 Volunteer aides

35021.1 Automated records check

44010 Sex offense; definition

44227.5 Classroom participation by college methodology faculty

44814-44815 Supervision of students during lunch and other nutrition periods

45125 Fingerprinting requirements

45340-45349 Instructional aides

45360-45367 Teacher aides

49406 Examination for tuberculosis

#### GOVERNMENT CODE

3543.5 Prohibited interference with employees' rights

#### HEALTH AND SAFETY CODE

1596.871 Fingerprints of individuals in contact with child day care facility clients

#### LABOR CODE

1720.4 Public works; exclusion of volunteers from prevailing wage law

3364.5 Persons performing voluntary services for school districts

#### PENAL CODE

290 Registration of sex offenders

290.4 Information re sex offenders

290.95 Disclosure by person required to register as sex offender

#### CODE OF REGULATIONS, TITLE 22

101170 Criminal record clearance

101216 Health screening, volunteers in child care centers

#### UNITED STATES CODE, TITLE 20

6319 Qualifications and duties of paraprofessionals, Title I programs

#### ATTORNEY GENERAL OPINIONS

62 Ops. Cal. Atty. Gen. 325 (1979)

#### COURT DECISIONS

Whisman Elementary School District, 15 Public Employee Reporter for California, 22043

### **Management Resources:**

#### WEB SITES

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

CDE: <http://www.cde.ca.gov>

California Department of Justice, Megan's Law: <http://www.meganslaw.ca.gov>

California Parent Teacher Association: <http://www.capta.org>

National Coalition for Parent Involvement in Education: <http://www.ncpie.org>

National Parent Teacher Association: <http://www.pta.org>



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## **VOLUNTEER ASSISTANCE**

### **Definitions**

Volunteer non-teaching aides: those who may supervise students during lunch, breakfast, other relief periods or may serve as non-teaching aides under the immediate supervision and direction of certificated personnel to perform non-instructional work which assist certificated personnel in the performance of teaching and/or administrative responsibility. (Education Code 35021, 44814, 44815)

Volunteer instructional aides: those who may assist certificated personnel in the performance of their duties, in the supervision of students, and in instructional tasks which, in the judgment of the certificated personnel to whom the instructional aide is assigned, may be performed by a person not licensed as a classroom teacher. These duties shall not include assignment of grades to students. It is possible an instructional aide may not perform his/her duties in the physical presence of the teacher, but the teacher retains responsibility for the instruction and supervision of students in his/her charge. (Education Code 45343, 45344, 45349)

*(cf. 4222 – Teacher Aides/Paraprofessionals)*

*(cf. 5148 – Child Care and Development)*

*(cf. 5148.2 – Before/After School Programs)*

Volunteers may work on short-term facilities projects pursuant to Board policy and the section below entitled "Volunteer Facilities Projects."

### **Categories of Volunteers**

1. Special Event or Parent Club Volunteers  
These volunteers provide assistance with snack bars, graduation-night parties, field trips, and other limited events or special occasions. They work with other volunteers, are supervised by certificated staff and do not have direct responsibility for supervising students.
2. On-going Volunteers  
These volunteers provide assistance in areas on a frequent regular basis. An example would be a weekly volunteer coach. These volunteers generally fall into two groups:
  - a. Directly supervised and unlikely to be alone with students
  - b. Indirectly supervised and/or likely to be alone with students
3. Parent Volunteers

### **Qualifications of Volunteers**

Volunteers providing supervision or instruction of students pursuant to Education Code 45349 shall give evidence of basic skills proficiency. (Education Code 45344.5, 45349)

*(cf. 4212 - Appointment and Conditions of Employment)*

Any volunteer working with students in a district-sponsored student activity program shall obtain an Activity Supervisor Clearance Certificate or criminal background check in accordance with Board policy. The Superintendent or designee shall determine which volunteer positions in the district are subject to this requirement.

*(cf. 4212.5 – Criminal Background Check)*

"Student activity programs" include, but are not limited to, scholastic programs, interscholastic programs, and extracurricular activities sponsored by the district or a school booster club, such as cheer team, drill team, dance



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**#1240**

**Section: 1000 Community Relations**

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team, and marching band. This requirement shall not apply to volunteer supervisors for breakfast, lunch, or other nutritional periods or to volunteer nonteaching aides under the immediate supervision and direction of certificated personnel pursuant to Education Code 35021, including parents/guardians volunteering in a classroom or on a field trip or community members providing noninstructional services. (Education Code 49024)

*(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)*  
*(cf. 6145 - Extracurricular and Cocurricular Activities)*

The Superintendent or designee shall not assign any person required to register as a sex offender pursuant to Penal Code 290 as a volunteer who assists certificated personnel in the performance of their duties; supervises students during lunch, breakfast, or other nutritional period; or serves as a nonteaching aide to perform noninstructional tasks. In addition, a person who is required to register as a sex offender because of a conviction for a crime where the victim was a minor under age 16 shall not serve as a volunteer in any capacity in which he/she would be working directly and in an unaccompanied setting with minors on more than an incidental and occasional basis or have supervision or disciplinary power over minors. (Education Code 35021, 45349; Penal Code 290.95)

*(cf. 3515.5 - Sex Offender Notification)*

The Superintendent or designee may require all volunteers to disclose their status as a registered sex offender and/or provide the district with sufficient information in order to allow verification of this status on the Department of Justice's Megan's Law web site.

No volunteer shall be assigned to provide supervision or instruction of students unless he/she has submitted evidence of an examination within the past 60 days to determine that he/she is free of active tuberculosis. Volunteers who skin test negative shall thereafter be required to take a tuberculosis test every four years in accordance with Education Code 49406. (Education Code 45106, 45347, 45349, 49406)

*(cf. 4112.4/4212.4/4312.4 - Health Examinations)*

The Superintendent or designee may exempt from tuberculosis testing requirements those volunteers who serve less than a school year and whose functions do not require frequent or prolonged contact with students. (Education Code 49406)

### **Procedures to Process Volunteers**

No volunteer may perform services until the appropriate forms are on file with the principal/designee.

All volunteers in child care and development programs shall be tested for tuberculosis within 60 days before or within seven days after the volunteers service begins. Staff shall also maintain annual follow-up reports indicating that the volunteer is free from tuberculosis.

All volunteer instructional aides shall submit evidence that they are free from active tuberculosis at least once every four years pursuant to Education Code 49406.

1. Special Event or Parent Club Volunteers
  - a. Completion of the Volunteer Work Agreement/Affidavit Affirming No Criminal Record
  - b. People who are field trip drivers fill out the Field Trip Driver's Form
2. On-Going Volunteers
  - a. Directly supervised and unlikely to be alone with students
    - (1) Completion of Volunteer Work Agreement/Affidavit Affirming No Criminal Record



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- (2) A valid tuberculosis (TB) clearance
  - (3) Completion of Volunteer Information Form
  - b. Indirectly supervised and/or likely to be alone with students
    - (1) Completion of Volunteer Work Agreement/Affidavit Affirming No Criminal Record
    - (2) A valid tuberculosis (TB) clearance
    - (3) Completion of Volunteer Information Form
    - (4) Must complete a fingerprint and criminal records check
    - (5) Coaching volunteers additionally must meet the Title 5 of the California Code of Regulations for paid non-certificated coaches. These requirements include possession of valid CPR and First Aid cards
  - 3. Parent Volunteer
    - (1) Completion of Volunteer Work Agreement/Affidavit Affirming No Criminal Record
    - (2) A valid tuberculosis (TB) clearance

### **Volunteer Facilities Projects**

All volunteer facilities projects shall have approximate start and completion dates and must be approved by the principal in advance. Projects approved by the principal shall also be approved in advance using the School Project Request Form by the Superintendent or designee if they involve the following types of work:

- 1. Alterations, additions or repairs to buildings and grounds
- 2. Construction involving wall or roof penetration, drilling or nailing
- 3. Structural modifications
- 4. Electrical, electronic, plumbing, or heating and cooling work
- 5. Painting
- 6. Installation of carpet, playground equipment, benches, sprinkler systems, marquees or signs
- 7. Paving
- 8. Tree planting, pruning, or removal

The Superintendent or designee shall ensure that the above projects comply with health and safety codes, building codes, fire codes, Department of the State Architect requirements, environmental laws and agreements with employee bargaining units. The district will provide on-site assistance and supervision for such projects, depending upon their complexity and the expertise of the volunteers. Projects shall be inspected upon completion to ensure that the work was done satisfactorily. Electrical, electronic, heating, ventilation, air conditioning, plumbing, welding and structural work must be done by a licensed contractor or performed under supervision of a skilled district maintenance employee with knowledge of the trade involved. For those projects not requiring Maintenance and Operations assistance or supervision the site administrator/designee will be deemed the Cal OSHA "competent person" and will conduct the safety meeting as well as on site supervision of the project.

(cf. 3514 - Environmental Safety)

(cf. 3514.1 - Hazardous Substances)

(cf. 7140 - Architectural and Engineering Services)

### **Worker's Compensation**

Unsalaries volunteers shall be considered employees of the district for worker's compensation insurance purposes. If injured while serving as volunteers in the district, they should file workers' compensation forms provided by the district office.



**AGENDA ITEM:** Consultant Agreement with Reading Partners

**Prepared by:** Janet Brinson, Director

☐ Consent

Board Date September 10, 2012

☐ Information Only

☒ Discussion/Action

**Background Information**

The Reading Partners program is designed to provide individualized instruction for students. At each of its partner school sites, Reading Partners is given a dedicated space within the school. The organization recruits, trains and deploys community volunteers who work one-on-one with students. Volunteers tutor students through a “pull-out” model that operates in cooperation with the school. Reading Partners volunteers who commit to a minimum of one hour per week, receive ongoing training to support their work with students.

**Educational Implications**

CUSD is extremely fortunate to have an outpouring of volunteers who are dedicated to supporting our students and staff. Often times it is difficult to define roles for volunteers on a day-to-day basis. Reading Partners is a program specifically designed to assist with the coordination of volunteers. Reading Partners affords CUSD a streamlined approach to volunteerism in our schools.

**Fiscal Implications**

None to the General Fund.

Mandatory Instructions  
(click to view)

CA#

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

### CONSULTANT AGREEMENT

1. A completed BS10a. "Certificate of Independent Consultant Agreement" guideline is:  
☒ On File (click to view)      ☐ Attached if not on file
2. A completed W9 "Request for Taxpayer Identification Number and Certification" form is:  
☒ On File (click to view)      ☐ Attached if not on file

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

**Name:** Reading Partners  
**Street Address/POB:** 106 Linden Street, #202  
**City, State, Zip Code:** Oakland, CA 94611  
**Phone:** 510-444-9800  
**Taxpayer ID/SSN:** 77-0568469

This agreement will be in effect from: 09/06/12      to: 06/30/13

**Location(s) of Services:**

Citrus & Rosedale Elementary

3. **Scope of Work to be performed: (attach separate sheet if necessary)**  
 Reading Partners will hire and train coordinators, who will in turn, train volunteers to work one-on-one with students for a minimum of one hour per week. The goal is to support 130 students during the 2012-13 school year.
4. **Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant Services:**  
 To provide students the opportunity to attain increasing levels of individual achievement and to build effective partnerships with our consultants.
5. **Funding/Programs Affected: (corresponding to accounts below)**
  - 1) ASES/21st CCLC
  - 2) Title I
  - 3)

6.	Pct. (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Site	Manager
1)	50	01	4124	0	1110	1000	5800	510	6700
2)	50	01	3010	0	1110	1000	5800	510	6700
3)									

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

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

\$ 12,500.00      Per Unit, times 10.00      #Units =      \$ 125,000.00      **Total for Services**

**9. Additional Expenses**

\$  
\$

Total of Additional  
Expenses  
\$ \_\_\_\_\_  
\$ 125,000.00      **Grand Total**

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

## CONSULTANT TERMS AND CONDITIONS

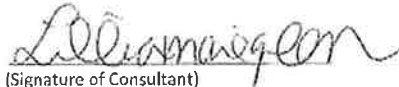
(Applicable, unless determined to be Contract Employee-See BS 10a)

CA#

**Consultant Name:** Reading Partners

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 I 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.chicagousd.org/documents/31315/31315/Consultant\\_Agreement/BS\\_10a\\_11\\_04\\_rev.pdf](http://www.chicagousd.org/documents/31315/31315/Consultant_Agreement/BS_10a_11_04_rev.pdf)). IRS publication SWR 40 and IRS Ruling 87-41 will assist in determining the payment method applied to this Agreement.
10. Consultant shall provide an original invoice to the Originating Administrator. Consultant shall be paid within 30 days of receipt of invoice and authorization of payment forwarded to the CUSD Accounts Payable department along with the original invoice.
11. Either party may terminate this agreement, with or without cause, upon 30 days' written notice to the other. Vendor shall be paid for work actually performed as of the date of receipt of such notice.

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

  
(Signature of Consultant)

Lilly Green, Vice-President  
(Printed Name)

08/30/12  
Date

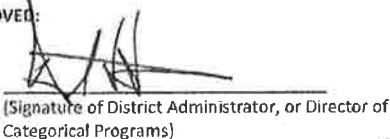
**13. RECOMMENDED:**

  
(Signature of Originating Administrator)

Janet Brinson, Director  
(Printed Name)

8/30/12  
Date

**14. APPROVED:**

  
(Signature of District Administrator, or Director of Categorical Programs)

Dave Scott, Director  
(Printed Name)

08/30/12  
Date

**APPROVED:**

  
(Signature of District Admin, Business Services)



Consultant



Contract Employee

Peter VanBuskirk

(Printed Name)

8/30/12  
Date

**15. Authorization for Payment:**

CHECK REQUIRED (Invoice to accompany payment request):



Partial Payment through: \_\_\_\_\_  
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)