

# **CUSD Board of Education**

## **Regular Meeting Agenda**

**Chico City Council Chambers**

**September 19, 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: 09/14/12**

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.chiocusd.org](http://www.chiocusd.org).

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

Regular Meeting – September 19, 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. Update on Labor Negotiations**

Employee Organizations:

Representatives:

CUTA

CSEA, Chapter #110

Kelly Staley, Superintendent

Bob Feaster, Asst. Superintendent

Maureen Fitzgerald, Asst. Superintendent

Dave Scott, Asst. Superintendent

*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. STUDENT REPORTS**

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

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

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

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

### **8. CONSENT CALENDAR**

#### **8.1. GENERAL**

- 8.1.1. Consider Approval of Minutes of Regular Session on August 15, Special Meeting on September 5, and Special Meeting on September 10, 2012
- 8.1.2. Consider Approval of Items Donated to the Chico Unified School District

#### **8.2. EDUCATIONAL SERVICES**

- 8.2.1. Consider Expulsion of Students with the following IDs: 50780 and 51607
- 8.2.2. Consider Approval of the Field Trip Request for Marigold and Shasta 6<sup>th</sup> grade classes to attend Environmental Education Camp at Shady Creek Outdoor School from 01/22/12 to 01/25/12
- 8.2.3. Consider Approval of the Field Trip Request for Rosedale 6<sup>th</sup> Graders to Go Camping, Hiking and Learning about Geology at Mt. Lassen National Park from 10/04/12 to 10/05/12
- 8.2.4. Consider Approval of the Field Trip Request for Chico High Friday Night Live Members to attend Leadership Conference in Richardson Springs from 10/04/12 to 10/05/12

- 8.2.5. Consider Approval of the Field Trip Request for Pleasant Valley High Friday Night Live Members to attend Leadership Conference in Richardson Springs from 10/04/12 to 10/05/12
- 8.2.6. Consider Approval of the Field Trip Request for Fair View High Friday Night Live Members to attend Leadership Conference in Richardson Springs from 10/04/12 to 10/05/12
- 8.2.7. Consider Approval of the Field Trip Request for Bidwell Jr. High Club Live Members to attend Leadership Conference in Richardson Springs from 10/04/12 to 10/05/12
- 8.2.8. Consider Approval of the Consultant Agreement with Foley Jones & Associates to provide technical assistance, planning, research, data collection/analysis and budget development for 21<sup>st</sup> Century grant proposals
- 8.2.9. Consider Approval of the Consultant Agreement with Terry Gildersleeve Haag to enhance the nutrition and physical activity lessons/promotions supported by SCNAC and ASES/21<sup>st</sup> Century Programs
- 8.2.10. Consider Approval of the Consultant Agreements for Officials for the Following PVHS Athletic Events: Softball, Baseball, Field Hockey, Boys' and Girls' Basketball, Boys' and Girls' Volleyball, and Football
- 8.2.11. Consider Approval of the Community Advisory Committee (CAC)
- 8.2.12. Consider Approval of the Nord Charter School Memorandum of Understanding/Facilities Use Agreement/Portable Purchase and Sale Contract
- 8.2.13. Consider Approval of the Material Revision to Chico Country Day School Charter – Board Configuration

### 8.3. BUSINESS SERVICES

- 8.3.1. Consider Approval of Accounts Payable Warrants
- 8.3.2. Consider Approval of California Water Service Company Easements for the Construction Technology Shop at Fair View High School
- 8.3.3. Consider Approval of Measure E Bond Agreement for Investment Banking Services

### 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:** Consider Approval of the Consultant Agreement with Reading Partners to Hire and Train Coordinators (Janet Brinson)
- 9.1.2. **Discussion/PUBLIC HEARING/Action:** Consider Approval of Resolution #1195-12, Notice of Apportionment for the State Instructional Materials Fund, Grades K-12, Fiscal Year 2012-2013 (Joanne Parsley)
- 9.1.3. **Discussion/Action:** Review and Revise CUSD Athletic Accountability Plan (Randy Gilzean and Kelly Staley)
- 9.1.4. **Discussion/Action:** CUSD Board to Consider Appointment of CUSD Board Representative to Inspire Board (John Bohannon)

### 9.2. BUSINESS SERVICES

- 9.2.1. **Discussion/Action:** Resolution No. 1194-12 Giving Authorization to the Superintendent or her Designee, to enter into a Real Property Exchange with the City of Chico and Execute all Related Documents (Michael Weissenborn)

- 9.2.2. Information: Letter of Intent to Receive Mandate Block Grant Funding for Fiscal Year 2012-2013 (Maureen Fitzgerald)
- 9.2.3. Discussion/Action: 2011-12 Year End Unaudited Actual Financial Statement / 2012-13 Approved Budget (Maureen Fitzgerald)
- 9.3. HUMAN RESOURCES
  - 9.3.1. Discussion/Action: Resolution No. 1191-12, Elimination of Classified Services and Ordering Layoffs in the Classified Service for the 2012-2013 School Year (Bob Feaster)
  - 9.3.2. Discussion/Action: Resolution No. 1192-12, Elimination of Classified Services and Ordering Layoffs in the Classified Service for the 2012-2013 School Year (Bob Feaster)
  - 9.3.3. Discussion/Action: Resolution No. 1193-12, per Education Code 44263, To Allow a Credentialed Teacher to Teach any Single Subject Class Based on Appropriate Cousework (Bob Feaster)
- 9.4. BOARD
  - 9.4.1. Information: First Reading of Board Policy 3585, Electronically Stored Information (ESI) and Electronic Mail Policy (Jason Gregg)
- 10. **ITEMS FROM THE FLOOR**
- 11. **ANNOUNCEMENTS**
- 12. **ADJOURNMENT**

**MINUTES****1. CALL TO ORDER**

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**

There were no public comments.

**2. CLOSED SESSION****2.1 Liability Claim**

Claimant: Barnhart

**Attending:**

Kelly Staley, Superintendent

Bob Feaster, Asst. Superintendent

Maureen Fitzgerald, Asst. Superintendent

Dave Scott, Asst. Superintendent

**2.2 Update on Labor Negotiations**

Employee Organizations:

CUTA

CSEA, Chapter #110

Representatives:

Kelly Staley, Superintendent

Bob Feaster, Assistant Superintendent

Maureen Fitzgerald, Assistant Superintendent

Dave Scott, Asst. Superintendent

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

At 6:02 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 had unanimously rejected Item 2.1, Liability Claim, and there was nothing more to report.

**3.3 Flag Salute**

At 6:02 p.m. Board President Thompson led the salute to the Flag.

**4. SUPERINTENDENT'S REPORT**

At 6:03 p.m. Director Randy Salado presented information on the PVHS gym painting project donated by California State University, Chico personnel along with many others. The Superintendent's Award was presented to Sean Greenwald, Manager of Maintenance and Construction Services at CSUC and Luis Caraballo, Director of Facilities Management and Services at CSUC. Certificates of Appreciation for their participation in this project were presented to CSUC employees: Paul Hawes, Mike Denofrio, Mark Greenwald, Gary Turner, Andrew Boyd, Sturat King, John Briggs, Will Hood, Diane Hood, Marvin Pratt, Richard Perrelli, Laura Cox, and Cory Rothert; Community members: Garrett Greenwald, PVHS student; Laird Oelrichs, Community member; Cole Greenwald, MJHS student; and Steve Geiger, PVHS Sports Boosters. Special recognition also went to: Guy Rents, Kelly Moore Paints, and Forensic Laboratories.

**5. ITEMS FROM THE FLOOR**

At 6:15 p.m. Board President Thompson asked if anyone in the audience would like to address the Board. Principal John Shepherd noted that while only one Donation Form from Pleasant Valley High School had been submitted for this Board meeting, he wanted to acknowledge that both Chuck Patterson and Toyota had donated \$5,000 each to both Chico High and Pleasant Valley High schools and that additional donation forms would be submitted at a later date.

**MINUTES****6. REPORTS FROM EMPLOYEE GROUPS REGARDING NEGOTIATIONS**

At 6:18 p.m. the Board received reports from employee groups regarding negotiations from Susie Cox for CSEA, John Bohannon for CUMA, Kevin Moretti for CUTA, and Bob Feaster for the District.

**7. CONSENT CALENDAR**

At 6:26 p.m. Board President Thompson asked if anyone would like to pull a Consent Item for further discussion. Board Member Reed noted that a corrected list for Item 7.4.1., Certificated Human Resources Actions, had been submitted for approval. Board Vice President Griffin moved to approve the Consent Items with the corrected list of Certificated Human Resources Actions; seconded by Board Clerk Robinson.

**7.1. GENERAL**

7.1.1. The Board approved the Minutes of the Regular Session on July 18, 2012.

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

<b>Donor</b>	<b>Item</b>	<b>Recipient</b>
Becky Reimers	\$300.00	Chico High / Ag Farm
Chuck Patterson	\$5,000.00	Pleasant Valley High / Athletics

7.1.3. The Board approved the update on the 2011-2012 Major Fund Raising Requests.

**7.2. EDUCATIONAL SERVICES**

7.2.1. The Board approved the Consultant Agreement with Chico Creek Dance Centre to teach four days per week on a rotating schedule between six elementary sites in the After School Program.

7.2.2. The Board approved the Consultant Agreements (30) with the Rural Teacher Pathway Students to work in the After School programs at various sites.

7.2.3. The Board approved the Consultant Agreement with Chico Area Recreation and Park District (CARD) to provide Recreation Directors/Leaders and Enrichment Teachers and Supplies for the After School Program.

7.2.4. The Board approved the Consultant Agreement with the Boys and Girls Club of the North Valley to provide services as part of the 21<sup>st</sup> CCLC and Title I Intervention programs.

7.2.5. The Board approved the Consultant Agreement with Bernard Vigallon to provide services for the Readiness and Emergency Management for Schools (REMs) Grant

**7.3 BUSINESS SERVICES**

7.3.1. The Board approved the Accounts Payable Warrants.

7.3.2. The Board approved the Notice of Completion – Site Work for New Classroom Building (Phase 2) at Pleasant Valley High School.

**7.4 HUMAN RESOURCES**

7.4.1. The Board approved the following **corrected** list of Certificated Human Resources Actions

<b><u>Name/Employee #</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Comment</u></b>
<b><u>Temporary Appointments 2012/13</u></b>			
Allen, Joanna	Psychologist	2012/13	0.1 FTE Temporary Appointment (in addition to current .9 FTE permanent assignment)
Brubaker, Katlin	Secondary	2012/13	0.4 FTE Temporary Appointment
Camacho, M. Nayeli	Elementary	2012/13	0.7 FTE Temporary Appointment
Carlsen, Kyle	Elementary	2012/13	1.0 FTE Temporary Appointment
Dickman, Kelsey	Secondary	2012/13	0.2 FTE Temporary Appointment

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Erwin, Alexander	Secondary	2012/13	0.4 FTE Temporary Appointment (in addition to current .4 FTE temporary assignment)
Goloff, Mary	Secondary	2012/13	0.2 FTE Temporary Appointment (in addition to current .8 FTE temporary assignment)
Hoe, Tonja	Psychologist	2012/13	0.45 FTE Temporary Appointment
Kidd, Debbie	Secondary	2012/13	1.0 FTE Temporary Appointment
Lee, Linda	Psychologist	2012/13	0.4 FTE Temporary Appointment
Petlock, Kenneth	Secondary	2012/13	0.4 FTE Temporary Appointment
Redkey, Chase	Secondary	2012/13	0.4 FTE Temporary Appointment (in addition to current .4 FTE temporary assignment)
Ross, Carli	Secondary	2012/13	1.0 FTE Temporary Appointment
Schreiber, Shannon	Elementary	2012/13	1.0 FTE Temporary Appointment
Stager, Linda	Psychologist	2012/13	0.35 FTE Temporary Appointment (in addition to current .65 FTE permanent assignment)
Weis, John	Elementary PE	2012/13	0.6 FTE Temporary Appointment
<b><u>Probationary Appointments 2012/13</u></b>			
Ahumada, Jill	Special Education	2012/13	1.0 FTE Probationary Appointment
Archer, Susan	Special Education	2012/13	1.0 FTE Probationary Appointment
Brandt, Holly	Special Education	2012/13	1.0 FTE Probationary Appointment
Kelley, Michelle	Elementary Librarian	2012/13	1.0 FTE Probationary Appointment
Maples, Michelle	Special Education	2012/13	1.0 FTE Probationary Appointment
Mathews, Jordan	Special Education	2012/13	0.4 FTE Probationary Appointment
Merritt-Cudney, Jacy	Special Education	2012/13	1.0 FTE Probationary Appointment
<b><u>Leave Requests 2012/13</u></b>			
Coombe, Kelly	Secondary	2012/13	0.2 FTE Child Leave
Parker, Julie	School Nurse	2012/13	0.1 FTE Personal Leave

**Resignations**

Daugherty, Maggie	Special Education	7/19/2012	Resignation
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**Coaching Appointments 2012/13**

<b><u>Last</u></b>	<b><u>First</u></b>	<b><u>Position</u></b>	<b><u>School</u></b>	<b><u>Season</u></b>
Aird	James	Varsity Swim	Chico High	Fall
Alvistur	Jason	Varsity Football	Chico High	Fall
Ardrey	Chris	Varsity Girls Basketball	Chico High	Winter
Barnum	Andy	Varsity Boys Golf	Chico High	Spring
Batchelder	John	Varsity Assistant Swim	Chico High	Fall
Becker	Jason	Frosh/Soph Cross Country	Pleasant Valley	Fall
Berg	Charles	Varsity Assistant Swim	Pleasant Valley	Fall
Bishop	Roy	Freshman Football	Chico High	Fall
Boles	Liana	Varsity Girls Tennis	Chico High	Fall
Boles	Skylar	Varsity Boys Tennis	Chico High	Spring
Boles	Liana	Frosh/Soph Girls Basketball	Chico High	Winter
Borg	Mike	Frosh/Soph Assistant Girls Track	Chico High	Spring
Bruchler	Kirk	Frosh/Soph Baseball	Chico High	Spring
Bruchler	Kirk	Varsity Boys Basketball	Chico High	Winter
Burkett	Chelsea	Freshman Volleyball	Chico High	Fall
Campfield	Stanley	Frosh/Soph Assistant Girls Track	Pleasant Valley	Spring

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Carlisle	Anthony	Frosh/Soph Girls Basketball	Pleasant Valley	Winter
Carlsen	Kyle	Freshman Assistant Football	Pleasant Valley	Fall
Carmody	Ted	Varsity Assistant Boys Track	Pleasant Valley	Spring
Carr	Jeff	Frosh/Soph Football	Pleasant Valley	Fall
Carton	Robert	Frosh/Soph Assistant Football	Chico High	Fall
Carton	Robert	Varsity Baseball	Chico High	Spring
Catalano	Linda	Frosh/Soph Girls Track	Chico High	Spring
Chandler	Kelley	Freshman Girls Basketball	Chico High	Winter
Claverie	Monique	Freshman Volleyball	Pleasant Valley	Fall
Colwes	Curtis	Frosh/Soph Football	Chico High	Fall
Cooke	Brad	Varsity Ski/Snowboard	Chico High	Winter
Cooley	Mark	Varsity Football	Pleasant Valley	Fall
Crawford	David	Varsity Boys Golf	Pleasant Valley	Spring
Dering	Jorlah	Freshman Boys Basketball	Chico High	Winter
Doty	Matthew	Frosh/Soph Girls Soccer	Chico High	Spring
Doyle	Patrick	Freshman Assistant Football	Chico High	Fall
Edson	Dale	Varsity Girls Track	Chico High	Spring
Farrell	Aaron	Freshman Girls Basketball	Pleasant Valley	Winter
Fegley	Thomas	Varsity Girls Golf	Pleasant Valley	Fall
Feingold	Scott	Varsity Girls Tennis	Pleasant Valley	Fall
Feingold	Scott	Frosh/Soph Boys Basketball	Pleasant Valley	Winter
Flenner	Ryan	Varsity Boys Soccer	Chico High	Fall
Flory	Bill	Varsity Girls Track	Pleasant Valley	Spring
Ford	Greg	Varsity Boys Tennis	Pleasant Valley	Spring
Girt	Kevin	Varsity Cross Country	Chico High	Fall
Girt	Kevin	Frosh/Soph Boys Track	Chico High	Spring
Glennen	Melanie	Frosh/Soph Assistant Boys Track	Chico High	Spring
Godinez	Mary Carmen	Varsity Boys Volleyball	Chico High	Spring
Haley	Bill	Freshman Assistant Football	Pleasant Valley	Fall
Haley	Bill	Frosh/Soph Baseball	Pleasant Valley	Spring
Howell	Pete	Varsity Assistant Girls Track	Pleasant Valley	Spring
Jackson	Pam	Frosh/Soph Girls Track	Pleasant Valley	Spring
Jackson	Sterling	Varsity Boys Track	Pleasant Valley	Spring
Johnson	Chuck	Varsity Girls Volleyball	Chico High	Fall
Johnson	Stephanie	Varsity Hockey	Pleasant Valley	Fall
Keating	Tim	Varsity Boys Basketball	Pleasant Valley	Winter
Kemp	Rich	Frosh/Soph Assistant Football	Chico High	Fall
Kemp	Rich	Varsity Boys Track	Chico High	Spring
Keyawa	Deanna	Frosh/Soph Hockey	Chico High	Fall
Lockhart	Christine	Varsity Swim	Pleasant Valley	Fall
Mathews	Jordan	Frosh/Soph Wrestling	Chico High	Winter
Miller	Michael	Varsity Assistant Football	Chico High	Fall
Mitchell	John	Varsity Girls Volleyball	Pleasant Valley	Fall
Mitchell	John	Varsity Boys Volleyball	Pleasant Valley	Spring
Morris	Joe	Frosh/Soph Softball	Pleasant Valley	Spring
Najera	Merced	Frosh/Soph Girls Soccer	Pleasant Valley	Spring
Olsen	Gyle	Varsity Cross Country	Pleasant Valley	Fall
Parker	Ryan	Varsity Assistant Cross Country	Pleasant Valley	Fall

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Parker	Sarah	Varsity Girls Soccer	Chico High	Spring
Pollak	Darcy	Varsity Hockey	Chico High	Fall
Quist	Robert	Varsity Assistant Boys Track	Chico High	Spring
Reyna	Sal	Frosh/Soph Softball	Chico High	Spring
Reynolds	Boj	Varsity Girls Basketball	Pleasant Valley	Winter
Rollins	Keith	Varsity Wrestling	Chico High	Winter
Ross	Carli	Frosh/Soph Girls Volleyball	Pleasant Valley	Fall
Rutherford	Emily	Frosh/Soph Hockey	Pleasant Valley	Fall
Salado	Randi	Varsity Girls Golf	Chico High	Fall
Salado	Randi	Varsity Softball	Chico High	Spring
Seibert	Chris	Freshman Boys Basketball	Pleasant Valley	Winter
Sheley	Chuck	Varsity Assistant Girls Track	Chico High	Spring
Silva	Brett	Varsity Girls Soccer	Pleasant Valley	Spring
Simmons	Abe	Frosh/Soph Boys Basketball	Chico High	Winter
Simon	Russell	Frosh/Soph Assistant Boys Track	Pleasant Valley	Spring
Souza	Ron	Varsity Assistant Football	Pleasant Valley	Fall
Souza	Ron	Varsity Baseball	Pleasant Valley	Spring
Stanley	Kristi	Frosh/Soph Boys Track	Pleasant Valley	Spring
Stein	Randy	Varsity Ski/Snowboard	Pleasant Valley	Winter
Stephens	Paul	Frosh/Soph Cross Country	Chico High	Fall
Tallerico	Tony	Freshman Football	Pleasant Valley	Fall
Tallerico	Tony	Varsity Softball	Pleasant Valley	Spring
Valdez	John	Varsity Wrestling	Pleasant Valley	Winter
Vought	Michael	Varsity Boys Soccer	Pleasant Valley	Fall
Whitcomb	Thomas	Varsity Assistant Cross Country	Chico High	Fall
Wiggins	John	Varsity Assistant Football	Pleasant Valley	Fall
Wisdom	Kevin	Varsity Assistant Football	Chico High	Fall
Yartz	Darren	Frosh/Soph Wrestling	Pleasant Valley	Winter
Yost-Bremm	Jesse	Frosh/Soph Assistant Football	Pleasant Valley	Fall

## 7.4.2. The Board approved the following Classified Human Resources Actions

<u>ACTION NAME</u>	<u>CLASS/LOCATION/ASSIGNED HOURS</u>	<u>EFFECTIVE</u>	<u>COMMENTS/PRF #/ FUND/RESOURCE</u>
APPOINTMENTS			
Apalit, Jr, Victor	Campus Supervisor/CJHS/1.0	8/20/2012	Vacated Position/328/ General/0000
Bucher, Sarah	IPS-Healthcare/Chapman/6.0	8/20/2012	Vacated Position/286/ Special Ed/6501
Carter, Barbara	Sr Office Assistant/CHS/8.0	8/20/2012	Vacated Position/333/ General/0000
Casebeer, Charlotte	IPS-Healthcare/LCC/6.0	8/20/2012	New Position/323/ Special Ed/6500
Dale, Savanah	IPS-Healthcare/Citrus/3.5	8/20/2012	New Position/319/ Special Ed/6500
Dickson, Christina	IPS-Healthcare/Loma Vista/6.0	8/20/2012	Vacated Position/320/ Special Ed/6500
Dixon, Constance	LT IPS-Healthcare/Rosedale/3.5	8/20/2012- 12/20/2012	During Absence of Incumbent/313/ Special Ed/6500

## MINUTES

Esquerra, Cynthia	Cafeteria Assistant/PVHS/3.9	8/20/2012	Existing Position/Nutrition/5310
Floyd, Heather	IPS-Classroom/Hooker Oak/2.5	8/20/2012	Vacated Position/321/ Special Ed/6501
Gaffney, Amy	Cafeteria Assistant/MJHS/2.8	8/20/2012	Vacated Position/304/ Nutrition/5310
Hughes, Charlotte	Substitute Assignment Clerk/Receptionist/Human Resources/5.0	8/13/2012	Existing Position/2/ General/0000
John, Christen	Cafeteria Assistant/Rosedale/3.0	8/20/2012	Vacated Position/6/ Nutrition/5310
Johnson, Janet	Instructional Assistant/LCC/4.0	7/25/2012	Vacated Position/302/ Categorical/3010
Johnson, Stephanie	IPS-Healthcare/Parkview/6.0	8/20/2012	Vacated Position/311/ Special Ed/6500
Kirkland, Catherine	Cafeteria Assistant/Shasta/2.0	8/20/2012	Vacated Position/262/ Nutrition/5310
Ludlow, Rachel	IPS-Healthcare/Loma Vista/6.0	8/20/2012	Vacated Position/322/ Special Ed/6500
Magpusao, Shannon	Campus Supervisor/BJHS/2.0	8/20/2012	Vacated Position/336/ General/0000
Marshburn, Tami	Instructional Assistant/Marigold/3.4	7/25/2012	In Lieu of Layoff
Mino, Mary	Parent Classroom Aide- Restr/Sierra View/2.0	8/20/2012	Vacated Position/278/ Categorical/7090
Montenegro, Rocio	School Office Manager/Parkview/8.0	8/1/2012	Vacated Position/292/ General/0000
Myers, Kayla	IPS-Classroom/Hooker Oak/3.0	8/20/2012	Vacated Position/318/ Special Ed/0000
Nemat-Nasser, David	Custodian/CHS/8.0	7/23/2012	Vacated Position/275/ General/0000
Partain, Kendra	IPS-Healthcare/LCC/6.0	7/24/2012	In Lieu of Layoff/316/ Special Ed/6500
Pinckney, Monica	Licensed Vocational Nurse/BJHS/.5	8/20/2012	New Position/312/ Special Ed/6500
Samuels, Gary	Sr Grounds Worker/M & O/8.0	7/30/2012	Vacated Position/293/ General/0000
Treuel, Toby	Campus Supervisor/FVHS/8.0	8/20/2012	Vacated Position/285/ General/0000

**LAYOFF TO RE-EMPLOYMENT**

Beam, David	IA-Special Education/PVHS/4.0	7/25/2012	Lack of Funds
Casebeer, Charlotte	IA-Special Education/Chapman/5.0	7/25/2012	Lack of Funds
Hassett, Debra	Cafeteria Assistant/CHS/0.9	7/25/2012	Lack of Work
Jones, Brett	Instructional Assistant/Rosedale/1.5	7/25/2012	Lack of Work
Jordan, Ellen	IA-Special Education/McManus/3.5	7/25/2012	Lack of Funds
Lausten, Carrie	Instructional Assistant/McManus/3.4	7/25/2012	Lack of Work
Mitchel, Carol	IA-Special Education/Neal Dow/2.0	7/25/2012	Lack of Funds
Osen, Mariah	IA-Elementary Guidance/Sierra View/2.0	7/25/2012	Lack of Funds

## MINUTES

Partain, Kendra	IA-Special Education/McManus/5.4	7/24/2012	Lack of Work
Phompong, Phompak	IA-Elementary Guidance/Neal Dow/2.0	7/25/2012	Lack of Funds

**RESIGNATION/TERMINATION**

Koll, David	Director-Classified Human Resources/Personnel Commission/8.0	7/6/2012	Voluntary Resignation
Laughlin, Brooke	IPS-Classroom/Emma Wilson/3.0	6/1/2012	Voluntary Resignation
Newman, Walter	Custodian/CHS/8.0	7/9/2012	PERS Retirement
Young, Michael	Custodian/Neal Dow/8.0	7/31/2012	PERS Retirement

**RESIGNED ONLY THIS POSITION**

Bucher, Sarah	IPS-Healthcare/Loma Vista/4.0	8/19/2012	Increase in Hours
Carter, Barbara	Sr Office Assistant/BJHS/2.5	8/19/2012	Increase in Hours
Carter, Barbara	Sr Office Assistant/CJHS/2.0	8/19/2012	Voluntary Resignation
Dale, Savanah	IPS-Healthcare/Sierra View/2.0	8/19/2012	Increase in Hours
Esquerra, Cynthia	Cafeteria Assistant/PVHS/3.1	8/19/2012	Increase in Hours
Gaffney, Amy	Cafeteria Assistant/Rosedale/3.0	8/19/2012	Increase in Hours
Hughes, Charlotte	Substitute Assignment Clerk/Receptionist/Human Resources/4.0	8/12/2012	Increase in Hours
John, Christen	Cafeteria Assistant/Emma Wilson/2.0	8/19/2012	Increase in Hours
Johnson, Janet	Instructional Assistant/Citrus/2.8	7/24/2012	Voluntary Resignation
Magpusao, Shannon	Campus Supervisor/BJHS/1.0	8/19/2012	Increase in Hours
Montenegro, Rocio	Targeted Case Manager-Bilingual/McManus/4.0	7/31/2012	Transfer w/Increased Hours
Montenegro, Rocio	Office Assistant Elementary Attendance/Parkview/4.0	7/31/2012	Voluntary Resignation
Smith, Alice	IA-Special Education/Neal Dow/3.0	7/17/2012	Voluntary Resignation
Treuel, Toby	Campus Supervisor/BJHS/2.0	8/19/2012	Increase in Hours
Treuel, Toby	Campus Supervisor/CJHS/1.0	8/19/2012	Voluntary Resignation
Watson, Valya	Sr Library Media Assistant/CJHS/1.0	8/5/2012	Voluntary Resignation

**(Consent Vote)**

AYES: Thompson, Griffin, Robinson, Reed, Kaiser

NOES: None

ABSENT: None

**8. DISCUSSION/ACTION CALENDAR****8.1. EDUCATIONAL SERVICES****8.1.1. Information: CUSD Opening of School Activities for 2012-2013**

At 6:27 p.m. Assistant Superintendent of Educational Services Dave Scott and Directors Michael Morris, John Bohannon, Joanne Parsley, and Janet Brinson presented information on the following opening of school activities: enrollment, number of new teachers, staff development projects, the Leadership Institute, the new teacher training, Back-To-School nights, grammar camp, language star training, early back programs, summer camp in June, and ESCAPE training

## MINUTES

**8.2. BUSINESS SERVICES****8.2.1. Information: Project Update 2012**

At 6:55 p.m. Director Mike Weissenborn and Manager Julie Kistle provided updates on the following projects: Chapman Elementary solar project; Chico High Lincoln Hall, field house and fitness laboratory; Fair View construction technology shop; Inspire; Pleasant Valley new classroom building; and dry-rot repairs on portable classroom buildings at Inspire, Chapman and Marsh Jr. High. At 7:16 p.m. Director Randy Salado presented updates on maintenance and operations projects at: Inspire, Chico High, Pleasant Valley High, Fair View High, Marsh Jr. High, Eagle Scout projects, and the Rosedale track and stage project lead by Dr. Michael Schooling.

**8.2.2. Discussion/Action: Attention2Attendance (A2A) Service Agreement**

At 7:34 p.m. Assistant Superintendent Fitzgerald presented information on the A2A Service Agreement. Board Clerk Robinson moved to approve the agreement; seconded by Board Vice President Griffin.

AYES: Thompson, Griffin, Robinson, Reed, Kaiser

NOES: None

ABSENT: None

**8.3. HUMAN RESOURCES****8.3.1. Discussion/Action: Approval of Resolution #1187-12 Elimination of Classified Services and Ordering Layoffs in the Classified Service for the 2012-2013 School Year**

At 7:54 p.m. Assistant Superintendent Feaster presented information on Resolution No. 1187-12. Board Vice President Griffin moved to approve Resolution 1187-12; seconded by Board Member Reed.

AYES: Thompson, Griffin, Robinson, Reed, Kaiser

NOES: None

ABSENT: None

**8.3.2. Discussion/Action: Approval of Resolution #1188-12 To Allow Junior High Teachers with a Single Subject Credential to Teach Outside their Credential Area Based on Appropriate Coursework**

At 7:56 p.m. Assistant Superintendent Feaster presented information on Resolution 1188-12. Board Member Reed moved to approve Resolution 1188-12; seconded by Board Member Kaiser.

AYES: Thompson, Griffin, Robinson, Reed, Kaiser

NOES: None

ABSENT: None

**8.3.3. Discussion/Action: Approval of Resolution #1189-12 To Allow a Credentialed Teacher to Teach Any Single Subject Class based on Appropriate Coursework**

At 7:58 p.m. Assistant Superintendent Feaster presented information on Resolution 1189-12. Board Vice President Griffin moved to approve Resolution #1189-12; seconded by Board Member Kaiser.

AYES: Thompson, Griffin, Robinson, Reed, Kaiser

NOES: None

ABSENT: None

**8.3.4. Discussion/Action: Approval of Resolution 1190-12 To Allow Teachers with a Multiple Subject Credential to Teach a Specific Subject Below Grade 9**

At 8:10 p.m. Assistant Superintendent Feaster presented information on Resolution 1190-12. Board Member Kaiser moved to approve Resolution 1190-12; seconded by Board Vice President Griffin..

AYES: Thompson, Griffin, Robinson, Reed, Kaiser

NOES: None

ABSENT: None

**9. ITEMS FROM THE FLOOR**

At 8:12 p.m. there were no items from the floor.

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MINUTES

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**10.     ANNOUNCEMENTS**

At 8:13 p.m. CUTA President Kevin Moretti invited the Board to the beginning of the year BBQ for CUSD employees, scheduled for Friday, September 7, 3:00-6:00 p.m. at the Elks.

**12.     ADJOURNMENT**

At 8:14 p.m. Board President Thompson announced the Board was moving into closed session.

At 9:10 p.m. Board President Thompson called the meeting to order and announced the Board had been in closed session and there was nothing to report and the meeting was adjourned.

:mm

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 5:00 p.m. Board President Thompson called the meeting to order in the Library at Pleasant Valley High School, 1475 East Avenue, Chico

Present: Thompson, Robinson, Kaiser, Reed

Absent: Griffin

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

There was no comment on Closed Session Items.

**2. CLOSED SESSION****2.2. Update on Labor Negotiations**

Employee Organizations:

Representatives:

CUTA

CSEA, Chapter #110

Kelly Staley, Superintendent

Bob Feaster, Asst. Superintendent

Maureen Fitzgerald, Asst. Superintendent

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

At 6:10 p.m. Board President Thompson called the Special Meeting to Order.

**3.2. Closed Session Announcements**

Board President Thompson announced the Board had been in Closed Session and there was nothing to report.

**4. CONSENT CALENDAR**

At 6:11 p.m. Board President Thompson noted that Agenda Item 4.2.4. had been pulled from the agenda and asked if anyone would like to pull any other Consent Item for further discussion. Board Member Kaiser pulled items 4.2.5 and 4.3.1. Board Member Reed pulled Item 4.2.6. Board Member Reed moved to approve the remaining Consent Items; seconded by Board Member Kaiser.

**4.1. GENERAL**

4.1.1. The Board approved the Expulsion Clearance of Students with the Following IDs: 37214, 39927, 39995, 41306, 41600, 41715, 41898, 42131, 42828, 44014, 44051, 44078, 50572, 51039, 51138, 51237, 51268, 51462, 51999, 55578, 55693, 56517, 56580, 57736, 58265, 63364, 64138, 65443, 67619, 68077, 74603, 76857, 76872

**4.2. EDUCATIONAL SERVICES**

4.2.1. The Board approved the Consultant Agreement with Sheila Vickers to Assist with Issues of School Finance, School Budgeting and General Fiscal Issues

4.2.2. The Board approved the Consultant Agreement with David Smallhouse Family Tae Kwon Do Classes to Provide Tae Kwon Do Classes for the After School Program

4.2.3. The Board approved the Consultant Agreement with e Center – Head Start Programs to Meet the Child Care Requirements for the Cal Safe Program

4.2.4. This Item was pulled from the Agenda

4.2.5. This Item was pulled for further discussion

4.2.6. This Item was pulled for further discussion

**4.3. BUSINESS SERVICES**

4.3.1. This Item was pulled for further discussion

4.3.2. The Board approved the Notice of Completion – Asbestos Abatement of Lincoln Hall at Chico High School

4.3.3. The Board approved the California Water Service Company Easements for Inspire Facilities at Chico High School Campus

4.3.4. The Board approved the California Water Service Company Easements for the New Classroom Building at Pleasant Valley High School

**MINUTES****5. DISCUSSION/ACTION CALENDAR****ITEMS REMOVED FROM CONSENT FOR FURTHER DISCUSSION****4.2. EDUCATIONAL SERVICES****4.2.5. Consider Approval of the Consultant Agreements for Officials for the following PVHS Athletic Events: Softball, Baseball, Field Hockey, Boys' and Girls' Basketball, Boys' and Girls' Volleyball, and Football**

At 6:12 p.m. Principal John Shepherd addressed questions from the Board and noted there were errors in amounts entered. No action was taken. This item will return to a future Board meeting with correct amounts entered.

**4.2.6. Consider Approval of Consultant Agreements for Officials for the following CHS Home Athletic Events: Football, Basketball (Boys' & Girls'), Soccer (Boys' and Girls'), Baseball and Softball**

At 6:15 p.m. Principal Jim Hanlon addressed questions from the Board. Board Member Reed moved to approve Item 4.2.6.; seconded by Board Member Kaiser.

AYES: Thompson, Robinson, Reed, Kaiser

NOES: None

ABSENT: Griffin

**4.3. BUSINESS SERVICES****4.3.1. Consider Approval of Bid for Waste and Recycling Services**

At 6:21 p.m. Jill Ortega and Joe Mattos, both from Recology, presented information on their company and their programs. Board Member Reed moved to approve the bid to Recology for Waste and Recycling Services; seconded by Board Clerk Robinson.

AYES: Thompson, Robinson, Reed, Kaiser

NOES: None

ABSENT: Griffin

Superintendent Staley presented an update on the Hooker Oak playground fire. Site personnel were acknowledged for their work with informing students, Maintenance and Operations personnel were thanked for their immediate action in cleaning up and making the play area safe and the community was thanked for their outpouring of help

**5.1. EDUCATIONAL SERVICES****5.1.1. Information: California K-12 Common Core State Standards Update**

At 6:34 p.m. Director Michael Morris presented an overview of the CA Common Core Standards. Michelle Sanchez, BCOE, addressed changing assessments. Director John Bohannon discussed Professional Learning Communities (PLCs). CHS Assistant Principal Brian Boyer discussed ABEO. The following teachers presented information on changes in curriculum and instruction in relation to common core state standards: Marjorie Kucich/BJHS, Kerrie Girt/CJHS, Robert Preston/K-6 Math Instructor, Debbie Rosenow/PVHS, Christina Fisher/PVHS and John Klein/CHS.

**6. ADJOURNMENT**

At 8:40 p.m. Board President Thompson thanked everyone for their time in creating an interesting and informative presentation and announced the meeting was adjourned.

:mm

APPROVED:

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

\_\_\_\_\_  
Administration

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MINUTES

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**1. CALL TO ORDER**

At 6:03 p.m. Board President Thompson called the meeting to order in the Large Conference Room at the Chico Unified district office at 1163 East 7<sup>th</sup> St.

Present: Thompson, Robinson, Kaiser, Reed

Absent: Griffin

**2. DISCUSSION/ACTION CALENDAR****2.1. EDUCATIONAL SERVICES****2.1.1. Information: Discussion of Board Policy and Administrative Regulation #1240, Volunteer Assistance**

At 6:03 p.m. Board Policy and Administrative Regulation #1240, Volunteer Assistance were reviewed and questions addressed by Superintendent Staley.

**2.1.2. Discussion/Action: Consider Approval of the Consultant Agreement with Reading Partners to Hire and Train Coordinators**

At 6:22 p.m. Director Janet Brinson presented information on the Consultant Agreement with Reading Partners. Additional information was received from Assistant Superintendent Bob Feaster, CSEA President Susie Cox, CSEA Chief Negotiator Bev Patrick, and citizens Rory Rottschalk and Pam Wear. In addition, questions were received from the floor. No action was taken on Item 2.1.2. as it was determined more time was needed to review all options. The Consultant Agreement will be placed on the agenda of the next regular board meeting on Wednesday, September 19, 2012.

**3. ADJOURNMENT**

At 8:12 p.m. Board President Thompson announced the meeting was adjourned.

mm

APPROVED:

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Board of Education

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Administration

## DONATIONS/GIFTS

8.1.2.  
Page 1 of 1

Donor	Item	Recipient
Charter Media & Tri Counties Bank in conjunction with the Chico Community Maggie Ricktts	School Supplies filling over 30 backpacks, plus extra bags of supplies for each school	All CUSD Schools
Olivia Mead, 3rd grade student	Books @ \$20.00	Chapman Library
Hooker Oak Parent Advisory Board	Lemonade Sales @ \$113.00	Hooker Oak
Mark Bazza	\$4,195.00	Hooker Oak
Virginia Wieland	\$50.00	Hooker Oak/Playground
Marc Deveraux	\$50.00	Hooker Oak/Playground
Pacific Gas and Electric Co.	\$30.00	Hooker Oak
Esther Larocco	\$1,000.00	Rosedale
Frances & Susan Barnett	\$100.00	Rosedale/Library
Ata Alijani & Neda Shariff	\$25.00	Rosedale/Library
Nada Barthalf	\$200.00	Sierra View
Joanna & Jon Thanh Nguyen	\$50.00	Sierra View
Jon & Anke Scott	\$200.00	Sierra View
Lori Cress	\$300.00	Sierra View
Joanna Nguyen	\$600.00	Sierra View
Neda & Ata Alijani	\$200.00	Sierra View
Punnu Chopra	\$150.00	Sierra View
Joanna Nguyen	\$500.00	Sierra View
Shelly Bullen	\$150.00	Sierra View
Steven & Karen Heithecker	\$100.00	Sierra View
Steven & Michelle Stewart	\$50.00	Sierra View
Christian & Melissa Friedland	\$50.00	Sierra View
Lindsay Tee	\$50.00	Sierra View
Shannon & Chris Devine	\$70.00	Sierra View
Peter Brooks	\$100.00	Sierra View
Joanna Allen	\$100.00	Sierra View
Santiago Castellanos	\$10.00	Chico Jr. High
Jane Bracamontes	\$15.00	Chico Jr. High
Kristine Harrison	Miscellaneous Clothing @ \$150.00	Marsh Jr. High
Melina Poliquin	\$50.00	Chico High
California Dream Week	\$171.43	Chico High/I-Tech
Toyota Corporation	\$5,000.00	Chico High
Chuck Patterson Toyota	\$5,000.00	Chico High/Athletics
Toyota Motor Sales	\$5,000.00	Pleasant Valley High
Safeway	\$1,200.00	Pleasant Valley High
Kit Link	Books @ \$21.00	Pleasant Valley High/Library

**TITLE:** **Field Trip Shady Creek Outdoor School**

Action: \_\_\_\_\_  
Consent:   X    
Information: \_\_\_\_\_

DATE September 19, 2012

Prepared by: Bruce Besnard, Principal

### **Background Information**

Each year our 6<sup>th</sup> grade students have had the opportunity to attend Shady Creek Outdoor School. This is an outstanding program and an excellent experience for all those involved. My own children who have attended remember this experience as a highlight of their elementary education experience.

### **Educational Implications**

Shady Creek Outdoor School meets many of the standards in science education. Classes include forest and stream ecology, survival skills, wildlife study and environmental science.

### **Fiscal Implications**

Funds for Shady Creek Outdoor School do not impact the general funds. All monies are raised or donated.

RECEIVED

## CHICO UNIFIED SCHOOL DISTRICT

8.2.2.

1163 East Seventh Street

Chico, CA 95928-5999

Page 2 of 2

(530) 891-3000

AUG 30 2012

## FIELD TRIP REQUEST

EDUCATIONAL  
SERVICES

TO: CUSD Board of Education

Date: 8-28-12

FROM: Bruce Besnard

School/Dept.: Shasta

SUBJECT: Field Trip Request

Request is for Marigold & Shasta 6<sup>th</sup> grade classes

(grade/class/group)

Destination: Shady Creek Outdoor School Activity: Environmental Education

from January 22, 2012 / 8:00 am to January 25, 2012 / 2:00 pm  
(dates) / (times) (dates) / (times)

Rationale for Trip: Environmental Education

Number of Students Attending: 180 Teachers Attending: 6 Parents Attending:

Student/Adult Ratio: 29:1

Transportation: Private Cars X CUSD Bus Charter Bus Name  
Other:**All requests for bus or charter transportation must go through the transportation department - NO EXCEPTIONS.**

## ESTIMATED EXPENSES:

Fees \$ 39200.00 Substitute Costs \$ Meals \$

Lodging \$ Transportation \$ Other Costs \$

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

Name Shasta Acct. #: 01-0024-0-1304-4900-270 \$ 19600.00

Name Marigold Acct. #: 01-0024-0-1300-4900-200 \$ 19600.00

Bruce Besnard /Rhys Severe  
Requesting Party8-28-2012  
Date

Site Principal

8-28-2012  
Date

Approve/Minor



Do not Approve/Minor

or

or

Recommend/Major

Not Recommended/Major

(If transporting by bus or Charter)

Director of Transportation

Date

## IF MAJOR FIELD TRIP

Director of Educational Services

Date



Recommend



Not Recommended



Approved



Not Approved

Board Action

Date

**AGENDA ITEM:**      Rosedale Elementary School – 6<sup>th</sup> Grade Environmental Hike to Mt. Lassen National Park

**Prepared by:**      Tim Cariss, Principal, Roy Tadeo and Adan Mota – 6<sup>th</sup> Grade Teachers

☒ Consent

Board Date      September 19, 2012

☐ Information Only

☐ Discussion/Action

**Background Information**

The Rosedale 6<sup>th</sup> graders would like to visit Mt. Lassen National Park for a hike and a camping trip. We would depart Rosedale at 8:30 am, set up camp and hike a trail. We will have a study session, prepare dinner and camp overnight. The next day we eat breakfast, take down camp and hike again. We will be back on campus at about 5:30 pm.

**Educational Implications**

6<sup>th</sup> Grade study: Earth Science

The most exciting parts of the trip are the volcanoes, but there are many other aspects of Earth science clearly evident in the park such as rocks, minerals, other land forms and erosion. Grade 6 Earth Science Standards Set 1, 2, 3, 4, 5, and 6 all apply to this field trip. Ref: Science Framework for California Public Schools K through 12, 2004 California Department of Education.

**Fiscal Implications**

We are asking for volunteer drivers and donations for food costs.

RECEIVED

CHICO UNIFIED SCHOOL DISTRICT

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

8.2.3.  
Page 2 of 2

FIELD TRIP REQUEST

EDUCATIONAL  
SERVICES

TO: CUSD Board of Education

Date: September 19, 2012

FROM: Roy Tadeo and Adan Mota

School/Dept.: Rosedale

SUBJECT: Field Trip Request

Request is for Over-night camping for 6<sup>th</sup> grade to Mt Lassen National Park  
(grade/class/group)

Destination: Mt. Lassen National Park Activity: Camping, hiking and learning about geology

from Thursday, October 4th/6:30 AM to Friday, October 5<sup>th</sup>, 2012/5:00 PM  
(dates) / (times) (dates) / (times)

Rationale for Trip:

6<sup>th</sup> grade science curriculum involves plate tectonics, volcanoes, weathering, rocks, erosion, and a lot about the Earth's interior. Mt. Lassen is a wonderful resource with excellent examples to help our student understand the science.

Number of Students Attending: 60 Teachers Attending: 2 Parents Attending: 10-14

Student/Adult Ratio: 1/5

Transportation: Private Cars X CUSD Bus \_\_\_\_\_ Charter Bus Name \_\_\_\_\_  
Other: \_\_\_\_\_

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

ESTIMATED EXPENSES:

Fees \$ 20.- Substitute Costs \$ 0 Meals \$ Included  
Lodging \$ \_\_\_\_\_ Transportation \$ \_\_\_\_\_ Other Costs \$ \_\_\_\_\_

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

Name Donations Env. Ed Acct. #: 01-9024-01300-4900.268 \$ 1,200.00 max.  
Name \_\_\_\_\_ Acct. #: \_\_\_\_\_ \$ \_\_\_\_\_

Requesting Party

Date

8/27/12

Site Principal

Date

8/27/12

☐

Approve/Minor

☐

Do not Approve/Minor

or

Recommend/Major

or

Not Recommended/Major

(If transporting by bus or Charter)

Director of Transportation

Date

IF MAJOR FIELD TRIP

Director of Educational Services

Date

8-28-12

☒

Recommend

☐

Not Recommended

☐

Approved

☐

Not Approved

Board Action

Date

**PROPOSED AGENDA ITEM:** Committed Conference - Field Trip Request

**Prepared by:** Mike Carroll



Consent

Board Date

September 19, 2012



Information Only



Discussion/Action

### **Background Information**

Each year, the Butte County Department of Behavioral Health hosts their Youth Development Summit. It is a leadership conference that provides young people with the opportunity to build their leadership capacity so they can implement community change projects that will positively impact their school and community.

### **Education Implications**

Youth who attend will miss two school days. They must be in good academic standing to attend (they can't have an F in any class). Youth will learn life skills that are not always taught during the school day.

### **Fiscal Implications**

Youth who attend the conference will pay a \$50 registration fee. The school is not responsible financially at all. Hopefully, there will be some fund raising that will provide some scholarships for students.

### **Additional Information**

For questions, please contact Friday Night Live Coordinator, Miranda Mackabee at (530) 891-2891

# CHICO UNIFIED SCHOOL DISTRICT

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

8.2.4.  
Page 2 of 2

## FIELD TRIP REQUEST

**TO: CUSD Board of Education**

**Date:** September 4, 2012

**FROM:** Mike Carroll, Friday Night Live  
Advisor

**School/Dept.:** Chico High School

**SUBJECT: Field Trip Request**

Request is for Friday Night Live Members 9th - 12th grades  
(grade/class/group)

Destination: Richardson Springs Activity: Leadership Conference

from 10/4/12 / 8:00AM to 10/5/12 / 6:00PM  
(dates) / (times) (dates) / (times)

Rationale for Trip: A regional leadership conference for leadership groups to attend workshops and apply for a mini grant for our chapter at Chico high School.

Number of Students Attending: 10 Teachers Attending: 1 Parents Attending: \_\_\_\_\_

Student/Adult Ratio: 10:1

Transportation: Private Cars X CUSD Bus \_\_\_\_\_ Charter Bus Name \_\_\_\_\_  
Other: \_\_\_\_\_

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

### ESTIMATED EXPENSES:

Fees \$ Covered by chapter Substitute Costs \$ \_\_\_\_\_ Meals \$ Included in tuition  
Lodging \$ Included in tuition Transportation \$ \_\_\_\_\_ Covered by Chapter  
Other Costs \$ \_\_\_\_\_

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

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

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

Mike Carroll, FNL Advisor

9/4/12

Requesting Party

Date

[Signature]  
Site Principal

9/7/12  
Date



Approve/Minor



Do not Approve/Minor

or

or

Recommend/Major

Not Recommended/Major

(If transporting by bus or Charter)

n/a  
Director of Transportation

Date

### IF MAJOR FIELD TRIP

[Signature]  
Director of Educational Services

9/13/12  
Date



Recommend



Not Recommended



Approved



Not Approved

Board Action

Date

**TITLE:** Field Trip Request

Action: \_\_\_\_\_  
Consent:   X    
Information: \_\_\_\_\_

September, 19 2012

Prepared by:

**Background Information**

Club Live and Friday Night Live are clubs on campus that involve students in promoting activities regarding prevention and education of drug and alcohol use. Seventh and Eighth grade students will attend a Leadership Conference at Richardson Springs called the Committed North Valley Regional Youth Development Summit. Students from PV have been attending this conference for the last few years and have learned many leadership skills and good information that they bring back to the school.

**Educational Implications**

Students will have opportunities to attend Public Speaking workshops, as well as being involved in cooperative learning with other High school students from Butte County. They will facilitate leadership workshops as well as learning about group management and grant writing.

**Fiscal Implications**

Butte County Behavioral Health will pay for any substitute teachers that are attending the conference. No other costs involved.

**Additional Information**

Transportation will be provided by teacher cars and parents will need to pick up their students at Richardson Springs.

## CHICO UNIFIED SCHOOL DISTRICT

1163 East Seventh Street

Chico, CA 95928-5999

(530) 891-3000

8.2.5.

Page 2 of 2

## FIELD TRIP REQUEST

TO: CUSD Board of Education

Date: 09/12/12FROM: John ShephardSchool/Dept.: PV High School

SUBJECT: Field Trip Request

Request is for Pleasant Valley High's Friday Night Live  
(grade/class/group)Destination: Richardson Springs Activity: Leadership Conferencefrom 10/4/12 / 8:45 am to 10/5/12 / 5:00 pm  
(dates) / (times) (dates) / (times)Rationale for Trip: Train students on Public speaking, facilitative leadership and grant writing.Number of Students Attending: 20 Teachers Attending: 1 Parents Attending: 1Student/Adult Ratio: 10:1Transportation: Private Cars X CUSD Bus \_\_\_\_\_ Charter Bus Name \_\_\_\_\_  
Other: \_\_\_\_\_

All requests for transportation must go through the transportation department including Charter requests - NO EXCEPTIONS.

## ESTIMATED EXPENSES:

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

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

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

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

[Signature]  
Requesting Party9/12/12  
Date

Butte County Behavioral Health

[Signature]  
Director of Transportation

Date

[Signature]  
Site Principal9/10/12  
Date

Approve/Minor



Do not Approve/Minor

or

Recommend/Major

or

Not Recommended/Major

## IF MAJOR FIELD TRIP

[Signature]  
Director of Educational Services9/12/12  
Date

Recommend



Not Recommended



Approved



Not Approved

Board Action

Date

**PROPOSED AGENDA ITEM:** YD SUMMIT LEADERSHIP CONFERENCE

**Prepared by:** Nancy Medina

☒ Consent

**Board Date** September 19, 2012

☐ Information Only

☐ Discussion/Action

**Background Information**

YD Summit is a Youth Development leadership conference that allows students to experience a number of leadership engagements through workshops, presentations, and hands on activities. Students learn more about how to make a difference on their campuses and in their community. They write a grant to ask for money for their school climate projects they do throughout the year to make their campus a better place for all youth.

**Education Implications**

Students engage in a community leader world cafe where they talk with administrators, police officers, fire department, etc. to talk with them about needs on their campus and in their community. The workshops that allow students to focus on topics such as; Environmental Prevention, School Climate, Best School Ever, and Grant preparation.

**Fiscal Implications**

During the In Action project we walking around engaging in a community projects; either door hanging or ARMPY. These activities require walking around Chico and both give students the opportunity to educate their community on underage drinking.

**Additional Information**

Attached/ included with these form is a YD Summit registration packet for more details about the topics listed.

**CHICO UNIFIED SCHOOL DISTRICT**

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

8.2.6.

Page 2 of 2

**FIELD TRIP REQUEST****TO: CUSD Board of Education****Date:** September 12, 2012**FROM:** Dave McKay**School/Dept.:** Fair View High School**SUBJECT: Field Trip Request**Request is for 9<sup>th</sup>-12<sup>th</sup> Grade

(grade/class/group)

Destination: Richardson SpringsActivity: Leadership Conferencefrom October 4 / 9:00am

(dates) / (times)

to October 5 / 5:00pm

(dates) / (times)

Rationale for Trip: Youth Development Summit Leadership Conference that allows students to experience a number of leadership engagements through workshops, presentations, and hands on activities. Students learn more about how to make a difference on their campuses and in their community. They write a grant to ask for money for their school climate projects they do throughout the year to make their campus a better place for all youth.

Number of Students Attending: 10 Teachers Attending: 1 Parents Attending: \_\_\_\_\_Student/Adult Ratio: 10:1Transportation: Private Cars X CUSD Bus \_\_\_\_\_ Charter Bus Name \_\_\_\_\_

Other: \_\_\_\_\_

**All requests for bus or charter transportation must go through the transportation department - NO EXCEPTIONS.****ESTIMATED EXPENSES:**Fees \$ 0 Substitute Costs \$ 0 Meals \$ 0Lodging \$ 0 Transportation \$ 0 Other Costs \$ 0**ACCOUNT NAME(S), NUMBER(S) and AMOUNT(S):**

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

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

Nancy Medina 9/12/12  
Requesting Party Date[Signature] \_\_\_\_\_  
Site Principal Daten/a \_\_\_\_\_  
Director of Transportation Date

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

**IF MAJOR FIELD TRIP**[Signature] 9/13/12  
Director of Educational Services Date☒ Recommend ☐ Not Recommended☐ Approved ☐ Not Approved

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

**TITLE:** Field Trip Request

Action: \_\_\_\_\_  
Consent:   X    
Information: \_\_\_\_\_

September, 19 2012

Prepared by: Lisa Winslow, School Counselor, Bidwell Jr.

### **Background Information**

Club Live and Friday Night Live are clubs on campus that involve students in promoting activities regarding prevention and education of drug and alcohol use. Seventh and Eighth grade students will attend a Leadership Conference at Richardson Springs called the Committed North Valley Regional Youth Development Summit. Students from Bidwell have been attending this conference for the last few years and have learned many leadership skills and good information that they bring back to the school.

### **Educational Implications**

Students will have opportunities to attend Public Speaking workshops, as well as being involved in cooperative learning with other middle school students from Butte County. They will facilitate leadership workshops as well as learning about group management and grant writing.

### **Fiscal Implications**

Butte County Behavioral Health will pay for any substitute teachers that are attending the conference. No other costs involved.

### **Additional Information**

Transportation will be provided by teacher cars and parents will need to pick up their students at Richardson Springs. Students will depart from Bidwell Junior at 8:45 am on Thursday, October 4<sup>th</sup> and can be picked up by parents at 5:00 pm on Friday, October 5<sup>th</sup> at Richardson Springs.

## CHICO UNIFIED SCHOOL DISTRICT

1163 East Seventh Street

Chico, CA 95928-5999

(530) 891-3000

8.2.7.

Page 2 of 2

## FIELD TRIP REQUEST

TO: CUSD Board of Education

Date: 9/12/12FROM: Judi Roth

School/Dept.: Bidwell Jr. High School

SUBJECT: Field Trip Request

Request is for: Bidwell Jr. Club Live/Leadership Conference (North Valley Youth Development Summit)  
(grade/class/group)Destination: Richardson SpringsActivity: Leadership Conferencefrom 10/4/12 / 8:45 am  
(dates) / (times)to 10/5/12 / 5 pm  
(dates) / (times)Rationale for Trip: Train students on public speaking, facilitate leadership and grant writing.Number of Students Attending: 20 Teachers Attending: 1 Parents Attending: 1Student/Adult Ratio: 10:1Transportation: Private Cars X CUSD Bus \_\_\_\_\_ Charter Bus Name \_\_\_\_\_

Other: \_\_\_\_\_

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

## ESTIMATED EXPENSES:

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

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

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

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

Requesting Party

Site Principal

Director of Transportation

Date

Date

Date

9/12/12 Butte County Behavioral Health9-12-12

Approve/Minor



Do not Approve/Minor

or

or

Recommend/Major

Not Recommended/Major

(If transporting by bus or Charter)

## IF MAJOR FIELD TRIP

Director of Educational Services

Board Action

Date

Date

9/12/12

Recommend



Not Recommended



Approved



Not Approved

**Foley Jones & Associates Consultant Agreement**

**ITEM:**

**Prepared by: Janet Brinson**

☒ Consent

Board Date September 19, 2012

☐ Information Only

☐ Discussion/Action

**Background Information**

Foley Jones & Associates will provide technical assistance, planning, research, data collection/analysis and budget development for Bidwell and Chico Jr. High core before/after school 21<sup>st</sup> CCLC grant proposals.

**Educational Implications**

Increase student achievement in core subjects and identify areas of support in the 21<sup>st</sup> CCLC to increase student learning. Provide a safe and healthy environment conducive to learning.

**Fiscal Implications**

No impact 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:** Foley Jones & Associates  
**Street Address/POB:** PO Box 8661  
**City, State, Zip Code:** Woodland, CA 95776  
**Phone:** 530-400-7766  
**Taxpayer ID/SSN:** 27-4556161

This agreement will be in effect from: 09/19/12      to: 06/30/13

**Location(s) of Services:**  
 Bidwell and Chico Jr. High

3. **Scope of Work to be performed:** (attach separate sheet if necessary)  
 Technical assistance, planning, research, data collection/analysis and budget development for Bidwell and Chico Jr. High core before and after school 21st CCLC grant proposals.
4. **Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant Services:**  
 Increase student achievement in core subjects. Provide a safe and healthy environment conducive to learning.
5. **Funding/Programs Affected:** (corresponding to accounts below)
  - 1) 21st CCLC
  - 2)
  - 3)
6. 

Pct. (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Site	Manager
1) 100	01	4124	0	1037	1000	5800	510	6700
2)								
3)								
7. **Is there an impact to the General Fund, Unrestricted funding?**      ☐ Yes      ☒ No
8. **Payment to Consultant:** For services actually rendered and supported by Consultant initiated invoices, the District will pay consultant not to exceed the payment criteria as follows:

\$ 25,798.50      Per Unit, times 1.00      #Units =      \$ 25,798.50      **Total for Services**

9. **Additional Expenses**

Assistance for school year.	\$		Total of Additional
	\$	\$ 0.00	Expenses
		\$ 25,798.50	<b>Grand Total</b>

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

**CONSULTANT TERMS AND CONDITIONS**

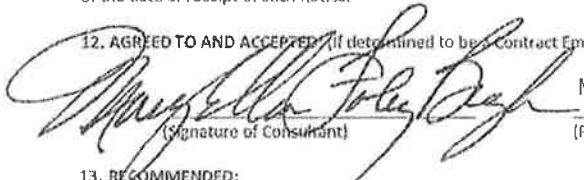
CA#

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

**Consultant Name:** Foley Jones & Associates

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.ci.mendocino.ca.us/FILES/Consulnt%20Agreement%20for%20CA%20to%20fill.pdf>). IRS publication 590 and IRS Ruling 87-42 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)

MaryEllen Foley Bergh

(Printed Name)

8/31/2012  
Date

13. **RECOMMENDED:**

  
(Signature of Originating Administrator)

Janet Brinson, Director

(Printed Name)

8/31/12  
Date

14. **APPROVED:**

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

Dave Scott, Director

(Printed Name)

09/04/12  
Date

APPROVED:

  
(Signature of District Admin, Business Services)



Consultant



Contract Employee

Peter VanBuskirk

(Printed Name)

9/12/12  
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)

**PROPOSED AGENDA ITEM:** Terry Gildersleeve Haag

**Prepared by:** Janet Brinson

☒ Consent

Board Date

9/19/12

☐ Information Only

☐ Discussion/Action

**Background Information**

CUSD and SCNAC have a nine year history of successful collaboration implementing nutrition and physical activity programs within the schools. In order to enhance the nutrition and physical activity lessons/promotions that are taught during the school day, Terry will incorporate activities in to the ASES/ 21st Century Program. Lessons will be linked to health/nutrition and standards and support the Wellness Policy goals. Nutrition basics, demonstrations, extension take-home activities and a culminating parent presentation will be included in the scope of the work.

**Education Implications**

The goal is to extend and support health/nutrition and physical activities beyond the regular school day, provide students and parents information that will extend learning opportunities to families.

**Fiscal Implications**

This position will be funded from the SCNAC Grant.

**Additional Information**

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:** Terry Gildersleeve Haag  
**Street Address/POB:** 480 Lilac Lane  
**City, State, Zip Code:** Chico, CA 95926  
**Phone:** 530-520-2825  
**Taxpayer ID/SSN:** On file

This agreement will be in effect from: 09/30/12 to 05/30/13

**Location(s) of Services:** (site) Chapman, Citrus, McManus, Neal Dow, Parkview, Rosedale-rotating schedule

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

This position will enhance the nutrition and physical activity lessons/promotions supported by SCNAC during the school day. Lessons will be linked to standards and support the Wellness Policy. The person will work 8 hours per week on a rotating elementary enrichment cycle for after school programs. M-Th for up to 142 days.

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

To extend health and wellness activities into the ASES/ 21st Century Programs.

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

- 1) Sierra Cascade Nutrition and Activity Consortium (SCNAC)
- 2)
- 3)

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

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	9073	0	1110	1000	5800	14	670
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)

\$ 50.00 Per Unit, times 142.00 # Units = \$ 7,100.00 **Total for Services**

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

9. **Additional Expenses:**

\$  
\$  
\$

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

\$ 7,100.00 **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: \_\_\_\_\_

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)

Terry Gildersleeve-Haag  
(Print Name)

8-10-2012  
(Date)

**12. RECOMMENDED:**

  
(Signature of Originating Administrator)

Janet Brinson, Director Ed Services  
(Print Name)

8/9/12  
(Date)

**13. APPROVED:**

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

(Print Name)

(Date)

  
(Signature of District Admin - Business Services)

☐ Consultant



Contract Employee

Peter VanBuskirk

(Print Name)

9/12/12  
(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:** Officials for the following PVHS Athletic Events: Softball, Baseball, Field Hockey, Boys and Girls Basketball, Boys and Girls Volleyball, and Football

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**Prepared by:** Lisa Baker and Pam Jackson, Athletic Director

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☒ Consent

Board Date September 19, 2012

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☐ Information Only

☐ Discussion/Action

**Background Information**

The officials are used to provide a fair and safe athletic contest when Pleasant Valley High is the host school.

**Educational Implications**

None.

**Fiscal Implications**

To be paid with ASB funds.

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

**CONSULTANT AGREEMENT**

**For Services Provided to ASB**

1. A completed BS10a. "Guidelines for Employing Independent Contract Consultants" certificate is:

On File   X   Attached       

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

On File   X   Attached       

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

Name: NCBSOA (Softball, Baseball, FIH)

Address: 6020 Skyway

Paradise, CA 95969

Phone: ( 530 782-1975

Taxpayer ID/SSN: #68-0341706

From: August 2012 To: May 2013

This agreement will be in effect (Current Fiscal Year)

Location(s) of Services: Pleasant Valley High School

3. Scope of Work to be performed: (attach separate sheet if necessary)  
Game officials for the 2012-13 softball, baseball, field hockey seasons

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

5. ASB account name to be Charged: (corresponding to accounts below)

- 1) Ath Softball #128
- 2) Ath Baseball #102
- 3) ASB Softball #605
- 4) ASB Baseball #600
- 5) Ath Field Hockey #112

6. Account(s) to be Charged:

	Account #	Amount
1) Softball	128	\$2,500.00
2) Baseball	102	\$3,200.00
3) Softball	605	\$8,000.00
4) Baseball	600	\$3,100.00
5) Field Hockey	112	\$1,600.00

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

\$	100.00	Per Unit, times	184	# Units =	\$	18,400.00	Total for Services
Unit:	Per Hour	Per Day	X	Per Activity)			

8. Additional Expenses: (i.e. mileage, hotel, air fare, etc)

\$  
\$  
\$

Total for

\$

Addit'l Expen

\$ 18,400.00

**Grand Total**  
(not to exceed)

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

(to be completed by Business Services)

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

# **CONSULTANT TERMS AND CONDITIONS**

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

- a. 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. (Not applicable to Contract Employee)
- b. 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.
- c. 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.
- d. If applicable, the Consultant will certify in writing, using Administration Form #3515.6.1, 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.
- e. 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.
- f. 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. (Not applicable to Contract Employee)
- g. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
- h. 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.

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

David Wallerand DAVID WALLERAND 5/31/12  
(Signature of Consultant) (Print Name) (Date)

**12. RECOMMENDED:**

Pam Jackson Pam Jackson 5-24-12  
(Signature of Originating Faculty Advisor) (Print Name) (Date)

**APPROVED:**

Cheryl Mesa Cheryl Mesa ASB Sec 8/21/12  
(Signature of ASB Officer) (Print Name and Title) (Date)

John Shepherd John Shepherd Principal 8/21/12  
(Signature of Principal) (Print Name and Title) (Date)

Peter VanBerkh Peter VanBerkh 8/24/12  
(Signature of Administrator -- Business Services) (Print Name and Title) (Date)

ASB Requisition/PO # 10083 issued by ASB \*\*

\*\*ASB Requisition/PO# required before C.A. submitted to District for approval.

**13. Authorization for Payment:**

☒ Consultant ☐ Contract Employee

**(a). CHECK REQUIRED (Invoice to accompany payment request):**

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

**(b).**

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

**CONSULTANT AGREEMENT**

**For Services Provided to ASB**

1. A completed BS10a. "Guidelines for Employing Independent Contract Consultants" certificate is:

On File   X  

Attached           

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

On File   X  

Attached           

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

Name: **NCBOA (Basketball)**

Address: 1702 Spruce Ave.

City, State, Zip

Chico, CA 95926

Phone: ( 530 )343-2017

Taxpayer ID/SSN: #68-0349099

From: August 2012

To: May 2013

This agreement will be in effect (Current Fiscal Year)

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

3. **Scope of Work** to be performed: (attach separate sheet if necessary)  
Game officials for the 2012-13 basketball season

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

5. **ASB account name to be Charged:** (corresponding to accounts below)

- 1) ASB Boys Basketball #610
- 2) ASB Girls Basketball #615
- 3) Athletics Boys Basketball #104
- 4) Athletics Girls Basketball #106

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

	Account #	Amount
1) B BkB	610	\$5,500.00
2) G BkB	615	\$5,000.00
3) Ath B BkB	104	\$2,500.00
4) Ath G BkB	106	\$2,500.00

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

\$ 200.00 Per Unit, times 77.5 # Units = \$ 15,500.00 Total for Services

Per Hour Per Day X Per Activity)

(Unit:

8. **Additional Expenses:** (i.e. mileage, hotel, air fare, etc)

\$  
\$  
\$

Total for

\$ Addit'l Expenses

\$ 15,500.00

**Grand Total**  
(not to exceed)

9. 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)

- a. 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. (Not applicable to Contract Employee)
- b. 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.
- c. 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.
- d. If applicable, the Consultant will certify in writing, using Administration Form #3515.6.1, 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.
- e. 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.
- f. 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. (Not applicable to Contract Employee)
- g. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
- h. 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.

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

<u>Bill Padula</u> (Signature of Consultant)	<u>Bill Padula</u> (Print Name)	<u>6/13/2012</u> (Date)
---	------------------------------------	----------------------------

## 2. RECOMMENDED:

<u>Pam Jackson</u> (Signature of Originating Faculty Advisor)	<u>Pam Jackson</u> (Print Name)	<u>8/21/12</u> (Date)
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ASB Requisition/PO # 10082 issued by ASB \*\*

\*\*ASB Requisition/PO# required before C.A. submitted to District for approval.

## APPROVED:

<u>Cheryl Yoon</u> (Signature of ASB Officer)	<u>Cheryl Yoon ASB Sec</u> (Print Name and Title)	<u>8/21/12</u> (Date)
--	--	--------------------------

<u>John Shepherd</u> (Signature of Principal)	<u>John Shepherd Principal</u> (Print Name and Title)	<u>8/21/12</u> (Date)
--	--	--------------------------

## APPROVED:

<u>Peter Van Buren</u> (Signature of Administrator – Business Services)	<u>Peter Van Buren</u> (Print Name and Title)	<u>8/24/12</u> (Date)
--	--	--------------------------

## 3. Authorization for Payment:

☒ Consultant ☐ Contract Employee

### (a). CHECK REQUIRED (Invoice to accompany payment request):

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

### (b).

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

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

**CONSULTANT AGREEMENT**

**For Services Provided to ASB**

1. A completed BS10a. "Guidelines for Employing Independent Contract Consultants" certificate is:

On File   X   Attached       

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

On File   X   Attached       

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

Name: (Volleyball) NCV0A-Chico

Address: 415 Silver Lake Dr.

City, State, Zip

Chico, CA 95973

Phone: (530) 345-0415

Taxpayer ID/SSN: #20-0160284

From: August 2012 To: May 2013

This agreement will be in effect (Current Fiscal Year)

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

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

Game officials for the 2012-13 volleyball seasons

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

5. **ASB account name to be Charged:** (corresponding to accounts below)

- 1) ASB Girls Volleyball #675
- 2) ASB Boys Volleyball #670
- 3) Athletic Girls Volleyball #132
- 4)

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

	Account #	Amount
1) G Volleyball	675	\$4,200.00
2) B Volleyball	670	\$3,000.00
3) Ath G VB	132	\$2,000.00

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

\$ 80.00 Per Unit, times 115 # Units = \$ 9,200.00 Total for Services

Unit: Per Hour Per Day X Per Activity)

8. **Additional Expenses:** (i.e. mileage, hotel, air fare, etc)

\$  
\$  
\$

Total for

\$ Addit'l Exper

\$ 9,200.00 **Grand Total**  
(not to exceed)

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

(to be completed by Business Services)

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

### CONSULTANT TERMS AND CONDITIONS

(Applicable, unless determined to be Contract Employee – Sec BS10a)

- a. 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. (Not applicable to Contract Employee)
- b. 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.
- c. 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.
- d. If applicable, the Consultant will certify in writing, using Administration Form #3515.6.1, 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.
- e. 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.
- f. 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. (Not applicable to Contract Employee)
- g. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
- h. 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.

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

<p><u>[Signature]</u> (Signature of Consultant)</p> <p><b>12. RECOMMENDED:</b> <u>[Signature]</u> (Signature of Originating Faculty Advisor)</p> <p><b>APPROVED:</b> <u>[Signature]</u> (Signature of ASB Officer)</p> <p><u>[Signature]</u> (Signature of Principal)</p> <p><b>APPROVED:</b> <u>[Signature]</u> (Signature of Administrator – Business Services)</p>	<p><u>Tereese Howell</u> (Print Name)</p> <p><u>Pam Jackson</u> (Print Name)</p> <p>ASB Requisition/PO # <u>12039</u> issued by ASB **</p> <p><u>Ryan McGuire Treasurer</u> (Print Name and Title)</p> <p><u>John Shepherd Principal</u> (Print Name and Title)</p> <p><u>Peter VanBuskirk</u> (Print Name and Title)</p>	<p><u>6/1/12</u> RECEIVED JUL 25 2012 (Date)</p> <p><u>5-24-12</u> (Date)</p> <p><u>8-2-2012</u> (Date)</p> <p><u>8-2-12</u> (Date)</p> <p><u>8/30/12</u> (Date)</p>
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**13. Authorization for Payment:**



Consultant



Contract Employee

**(a). CHECK REQUIRED (Invoice to accompany payment request):**

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

**(b).**

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

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

**CONSULTANT AGREEMENT**

**For Services Provided to ASB**

1. A completed BS10a. "Guidelines for Employing Independent Contract Consultants" certificate is:

On File   X   Attached           

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

On File   X   Attached           

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

**Name:** NCOA (Football)

**Address:** 1572 Hawthorne Ave.

Chico, CA 95926

**Phone:** (530) 521-8695

**Taxpayer ID/SSN:** #65-1169717

**From:** August 2012      **To:** November, 2012

*This agreement will be in effect (Current Fiscal Year)*

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

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

Game officials for the 2012 Football season

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

5. **ASB account name to be Charged:** (corresponding to accounts below)

- 1) ASB Football #630
- 2) Ath Football #114
- 3)

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

	Account #	Amount
1) ASB Football	630	\$3,000.00
2) ATH Football	114	\$2,500.00
3)		

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

\$	250.00	Per Unit, times	22	# Units =	\$	5,500.00	Total for Services
Unit:	Per Hour	Per Day	X	Per Activity)			

8. **Additional Expenses:** (i.e. mileage, hotel, air fare, etc)

\$  
\$  
\$

Total for

\$

Addit'l Expenses

\$ 5,500.00

**Grand Total**  
(not to exceed)

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

(to be completed by Business Services)

CA#

**CONSULTANT TERMS AND CONDITIONS**

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

- a. 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. (Not applicable to Contract Employee)
- b. 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.
- c. 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.
- d. If applicable, the Consultant will certify in writing, using Administration Form #3515.6.1, 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.
- e. 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.
- f. 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. (Not applicable to Contract Employee)
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- h. 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.

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

Kimball J. Shirey  
(Signature of Consultant)

Kimball J. Shirey  
(Print Name)

7/1/12 RECEIVED JUL 25 2012  
(Date)

**12. RECOMMENDED:**

P. Jackson  
(Signature of Originating Faculty Advisor)

Pam Jackson  
(Print Name)

7/1/12  
(Date)

ASB Requisition/PO # 6041 issued by ASB \*\*

\*\*ASB Requisition/PO# required before C.A. submitted to District for approval.

**APPROVED:**

[Signature]  
(Signature of ASB Officer)

Ryan McGuire ASB Treasurer  
(Print Name and Title)

8-2-2012  
(Date)

[Signature]  
(Signature of Principal)

John Shepherd Principal  
(Print Name and Title)

8/2/12  
(Date)

**APPROVED:**

Peter VanBuskirk  
(Signature of Administrator – Business Services)

Peter VanBuskirk  
(Print Name and Title)

8/8/12  
(Date)

**13. Authorization for Payment:**



Consultant



Contract Employee

**(a). CHECK REQUIRED (Invoice to accompany payment request):**

☐ Partial Payment thru: \_\_\_\_\_  
(Date)

☐ Full or Final Payment

**(b).**

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

PROPOSED AGENDA ITEM: Community Advisory Committee (CAC)

Prepared by: David Scott



Consent



Information Only

Board Date: 09/19/12



Discussion/Action

#### Background Information

California Education Code requires each Special Education Local Plan Area (SELPA) to establish a Community Advisory Committee for Special Education (CAC). The Community Advisory Committee serves in an advisory capacity on the implementation of the Local Plan.

Jillian Damon has submitted an application to serve as a CAC representative for Chico Unified School District.

#### 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

None

BUTTE COUNTY SELPA

8.2.11.  
Page 2 of 2

Application for Membership

COMMUNITY ADVISORY COMMITTEE FOR SPECIAL EDUCATION

Name: Jillian Damon  
Address: 13025 Carmen Lane Chico CA 95973  
Street City Zip Code  
E-mail address: jdamon@hotmail.com  
Home Phone: 864-6374 Work Phone: 674-4900 ext. 4795  
Please Check One: ☐ Student ☒ Parent ☐ Staff  
Please Check One: ☐ Regular Education ☒ Special Education ☐ Other  
Areas of Interest: ☒ Learning Handicapped ☐ Physically Handicapped  
☐ Severely Handicapped ☐ Communicatively Handicapped  
☐ Other \_\_\_\_\_

Do you have a disability? ☐ Yes ☒ No

Civic Activities or Organization you belong to, if any: \_\_\_\_\_

What do you feel you can contribute to the CAC? As a parent of two children  
on active IEP's, and a high school teacher, I can add to the discussion as  
How did you hear about the CAC? SELPA website both a parent and  
educator.

Have you attended any CAC business meetings? ☒ Yes ☐ No if yes when? 2010-11, 2011-12

Signature: [Signature] Date: 9/10/12

Below to be filled out by district: \_\_\_\_\_

Sent to Director: David Scott / CUSA Date: 09/11/12

Number of CAC members from your district to date: \_\_\_\_\_

Current members comprised of:

1 Parents (LCI/FFH) 1 Special Ed. Teachers \_\_\_\_\_ Regular Ed. Teachers

Please send completed for to Tina Richter at Butte County SELPA 1859 Bird Street, Oroville. Or  
email to [trichter@bcoe.org](mailto:trichter@bcoe.org). Questions please call Tina at 530-532-5875

AGENDA ITEM: Nord MOU/FUA/Portable Purchase and Sale Contract

Prepared by: John Bohannon

- ☒ Consent  
☐ Information Only  
☐ Discussion/Action

Board Date: September 19, 2012

**Background Information**

Memorandum of Understanding – This document outlines the agreement between CUSD and Nord with respect to their respective fiscal and administrative responsibilities, their legal relationships and the operation of the charter school. This expired with Nord's previous charter on June 30, 2012, and needs to be renewed with the new charter that has a term of July 1, 2012, to June 30, 2017. The MOU will cover the same time period.

Facilities Use Agreement – Since it opened, CUSD has provided the Nord Campus to the charter school following Proposition 39. Each year, CUSD has offered the facility, Nord has accepted and an FUA has been completed. This year, CUSD proposed a five-year agreement in lieu of Prop. 39, which provides the same facilities as CUSD would under Proposition 39 for a five-year period. This longer term, in lieu of agreement relieves both CUSD and Nord Country School of having to go through the costly process of Proposition 39 on an annual basis, while still protecting CUSD's control of the property.

Agreement for Purchase and Sale – On May 16, 2012, the Board of Education unanimously approved the sale of a portable classroom to Nord Country School. This classroom was being removed from the Pleasant Valley High School campus. As a condition of approval for this sale, the Board required that Nord agree to allow the portable to be offered as a part of any future Proposition 39 offers on the Nord campus. Nord agreed to that condition. A copy of the sales contract is attached for review and approval by the Board at this time.

AGENDA ITEM: Material Revision to CCDS Charter – Board Configuration

Prepared by: John Bohannon, Director

- ☒ Consent  
☐ Information Only  
☐ Discussion/Action

Board Date: September 19, 2012

**Background Information**

Chico Country Day School (CCDS), the longest standing CUSD authorized charter school, has rarely made any significant changes to its governance structure as outlined in its CUSD-approved charter petition.

At its September 12, 2012, meeting, the CCDS Board of Directors voted to make changes that amount to Material Revisions to its Charter. Education Code 47607 states, “A material revision of the provisions of a charter petition may be made only with the approval of the authority that granted the charter.” Based on this Education Code, CCDS is now requesting approval from the CUSD Board of Education.

The changes approved by the CCDS impact the configuration of its governing board. The new language reduces the minimum number of board members to five (previously this number was 10 as set in the CCDS By-Laws, which were also changed to match the requested material change). In addition, the Principal and Chief Business officer were removed as members of the board.

As stated in the letter from CCDS requesting approval of these changes, the rationale for the removal of the Principal and Chief Business Officer from the board was to eliminate potential conflicts of interest.



September 13, 2012

Dear Chico Unified School District,

Please accept the attached document for your consideration. The document consists of a revision to the Chico Country Day School Charter Element 4: Legal Issues, Governance, and Parental Involvement.

On September 12, 2012, the CCDS Board of Directors approved this charter revision and a revision to the school's bylaws. These revisions restructured the Board of Directors and removed the Principal and the Chief Business Officer from the Board. The rationale behind this decision was to eliminate potential conflicts of interests by having direct employees of the Board, who were also voting members of that same Board.

While there is no specific language in state law that prohibits the Principal or other Administrative personnel to sit on the Board of Directors of a charter school currently, the Board made the decision to move forward with removing interested parties.

Thank you very much for considering this revision.

Sincerely,

The CCDS Board of Directors

## IX. Element 4: Legal Issues, Governance and Parental Involvement

### Governing Law: CA Education Code Section 47605(b)(5)(D)

*The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parental involvement.*

#### Legal

While the School intends to collaborate with CUSD, the School shall operate as a separate legal entity, independent of CUSD. The School will be operated as a duly constituted California nonprofit public benefit corporation and will be governed in accordance with applicable California Corporations Code Sections and its adopted bylaws which shall be consistent with the terms of this charter. As provided for in the California Corporations Code, the school will be governed by the Board of Directors of Chico Country Day School, whose members have a legal fiduciary responsibility for the well-being of the School. CCDS agrees to voluntarily comply with the applicable sections of the Ralph M. Brown Act and California Public Records Act.

The School will retain its own legal counsel when necessary. It will purchase and maintain as necessary general liability and other insurance.

Pursuant to Education Code Section 47604(c), CUSD in performing its oversight of the School as required by Education Code Section 47604.32, shall not be liable for the debts and obligations of the School or for claims arising from the performance of acts, errors, or omissions by the School.

#### Governance

The school will be governed by the Board of Chico Country Day School (the CCDS Board). The District Board of Education may also appoint a representative to serve on the CCDS Board of Directors.

The number of people serving on the Board of Directors of CCDS and the length of terms is specified in the CCDS Board of Director Bylaws. The Board will always consist of at least the following members: five (5) or more members~~three (3) parents~~ nominated by the Board Development Committee and elected by the Board of Directors. These members will consist of at least three (3) parents and at least one (1), ~~four (4)~~

community members, nominated and elected by the board, and two (2) staff members~~classroom teachers~~ nominated

by the ~~teaching~~ staff at a regularly scheduled faculty meeting and elected by the board, ~~and the Chico Country Day School Principal and Executive Director.~~ The Administrative personnel, inclusive of but not limited to the Principal and/or Executive Director and/or the Chief Business Officer will not be voting members of the Board of Directors. Consistent with state law, one (1) Chico Unified School District administrator, acting in an advisory capacity, may serve on the Board of Directors. The Board of Directors reserves the right to amend the by-laws to increase the number of directors at any regularly scheduled board meeting. A quorum by the board shall be a majority of the voting members.

The Board of Directors is responsible for making collaborative decisions about the school's governance, through the establishment of operating policies and procedures and CCDS Board of Director By-laws. Major roles and responsibilities will include establishing and approving all major educational and operational policies, approving all major contracts, approving the school's annual budget and overseeing the school's fiscal affairs, selecting and evaluating the top administrative staff, and overseeing fundraising activities.

The CCDS Board of Directors has a responsibility to solicit input from, and opinions of, the parents of School students regarding issues of significance and to weigh the input and opinions, carefully before taking action. The primary method for executing their responsibilities is the adoption of policies that offer guidance and interpretation of the charter and procedures to assist the staff in facilitating the implementation of such policies.

The CCDS Board will meet regularly and as needed, and will be responsible for carrying out Board responsibilities, including, but not limited to, the following:

- Hiring and evaluating the ~~Executive Director and Principal~~ Administrative personnel, inclusive of but not limited to the Principal and/or Executive Director and/or the Chief Business Officer of the School.
- Approving and monitoring the implementation of general policies of the School, including personnel policies for career growth and compensation of staff.
- Developing and monitoring an operational business plan that focuses on student achievement.
- Approving and monitoring the School's annual budget.

- Acting as fiscal agent.
- Contracting an external auditor for an annual financial audit according to generally accepted accounting practices.
- The establishment of an operational steering committee of parents, educators, and community business leaders.

- Monitoring of student achievement.
- Development of Board policy and procedures.
- Review of requests for out of state or overnight field trips.
- Participation in the dispute resolution procedure and complaint procedures when necessary.
- Approval of charter amendments.
- Approval of annual audits.
- Approval of personnel discipline
- Creation of committees as needed, including a personnel committee and an audit committee.
- Expulsions.

The Board may initiate and carry on any program or activity or may otherwise act in any manner which is not in conflict with or inconsistent with or preempted by any law and which are not in conflict with the purpose for which the School is established.

Any Board member who has a conflict of interest or whose child is before the Board for disciplinary reasons, must abstain from voting.

Modifications to CCDS policies previously adopted by the CCDS Board must be approved by the Board. Specific procedures will be addressed in the operating policies and procedures and the Board of Director Bylaws. The CCDS Board of Directors and the CUSD Board of Trustees must approve all material changes to the CCDS Charter.

The CCDS Board of Directors addresses personnel issues. The Administrative personnel, inclusive of but not limited to the Principal and/or Executive Director and/or the Chief Business Officer ~~The Principal and Executive Director~~ are accountable to the CCDS Board of Directors.

CCDS and Chico Unified School District pledge to work in cooperation with all local education agencies (LEAs) and special education local plan areas (SELPAs) to ensure that a free and appropriate education is provided to all students with exceptional needs.

As it currently operates, the school intends to function as its own LEA for purposes of providing special education and related services pursuant to Education Code Section 47(b). During each school year which the school operates, CCDS is responsible for the delivery of all required Special Education services to eligible CCDS students.

CCDS will be non-sectarian in its programs, admissions policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate on the basis of race, ethnicity, national origin, gender, or disability.

Parents are a vital and important resource to the school. Their participation as instructional partners in the program and their support of the program's philosophy are critical. A separate parent organization, Parent-Teacher Partnership (PTP), will provide support for academic programs by organizing volunteer and service activities. These activities should focus on fostering community spirit, facilitating the transition of new families into the school, promoting the school in the larger community, and fundraising.

Parents will be given a Parent & Student Handbook every year, which outlines the role CCDS encourages our families to take in the educational process as it relates to assisting the school, helping their student(s) with homework, attending parent meetings, and assisting in the fundraising activities of the school. Sensitive to the busy schedules of parents, staff members and the PTP will explore ways that all parents can contribute to the program.

### **Parent Involvement**

The School shall promote a parent participation program. Parents shall be strongly encouraged to dedicate at least 50 hours per year per family of participation to benefit the School. This volunteer service will be tracked by School administration and reported annually to the PTP Board and the CCDS Board of Directors. The School shall develop an on-going list of extensive participation opportunities for parents, conduct annual parent orientation meetings, and offer extra-curricular activities for both student and parent/family participation.

PROPOSED AGENDA  
ITEM:

Warrant Authorization

---

Prepared by: Pete Van Buskirk, Director, Fiscal Services

☒ Consent

Board Date 9/19/12

☐ Information Only

☐ Discussion/Action

Background Information

Warrants in the amount of \$2,156,674.37 for the period of August 9, 2012 through Sept. 12, 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**

**September 19, 2012  
Accounts Payable Warrants**

<b>FUND #:</b>	<b>FUND DESCRIPTION:</b>	<b>AMOUNT</b>
01	General Fund	1,349,420.50
09	Charter Schools: ISAS	32,547.13
13	Nutrition Services	61,891.36
14	Deferred Maintenance	12,900.00
25	Capital Fac. FD-State Cap	
27	1998 SRB (2008 Sale P&I)	697,701.92
42	Special Reserve RDA City Pass Through	2,213.46
<b>TOTAL WARRANTS TO BE APPROVED:</b>		<b>\$2,156,674.37</b>

CC Maureen Fitzgerald, Assistant Superintendent, Business Services

CC Pete VanBuskirk, Director of Fiscal Services

**TITLE: California Water Service Company Easements for the Construction  
Technology Shop at Fair View High School**

Action \_\_\_\_\_  
Consent   X    
Information \_\_\_\_\_

September 19, 2012

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

**Background Information**

On May 16, 2012, the Board of Education authorized staff to enter into agreement with United Building Contractors, Inc. to build a construction technology shop at Fair View High School. In order to provide, maintain and monitor a new water connection and fire hydrant for the Construction Technology Shop the California Water Service Company requires an easement on the Fair View High School property.

**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**

Preauthorize Superintendent to sign Easement Dedication at Fair View High School as described in the attached legal description for the California Water Service Company.

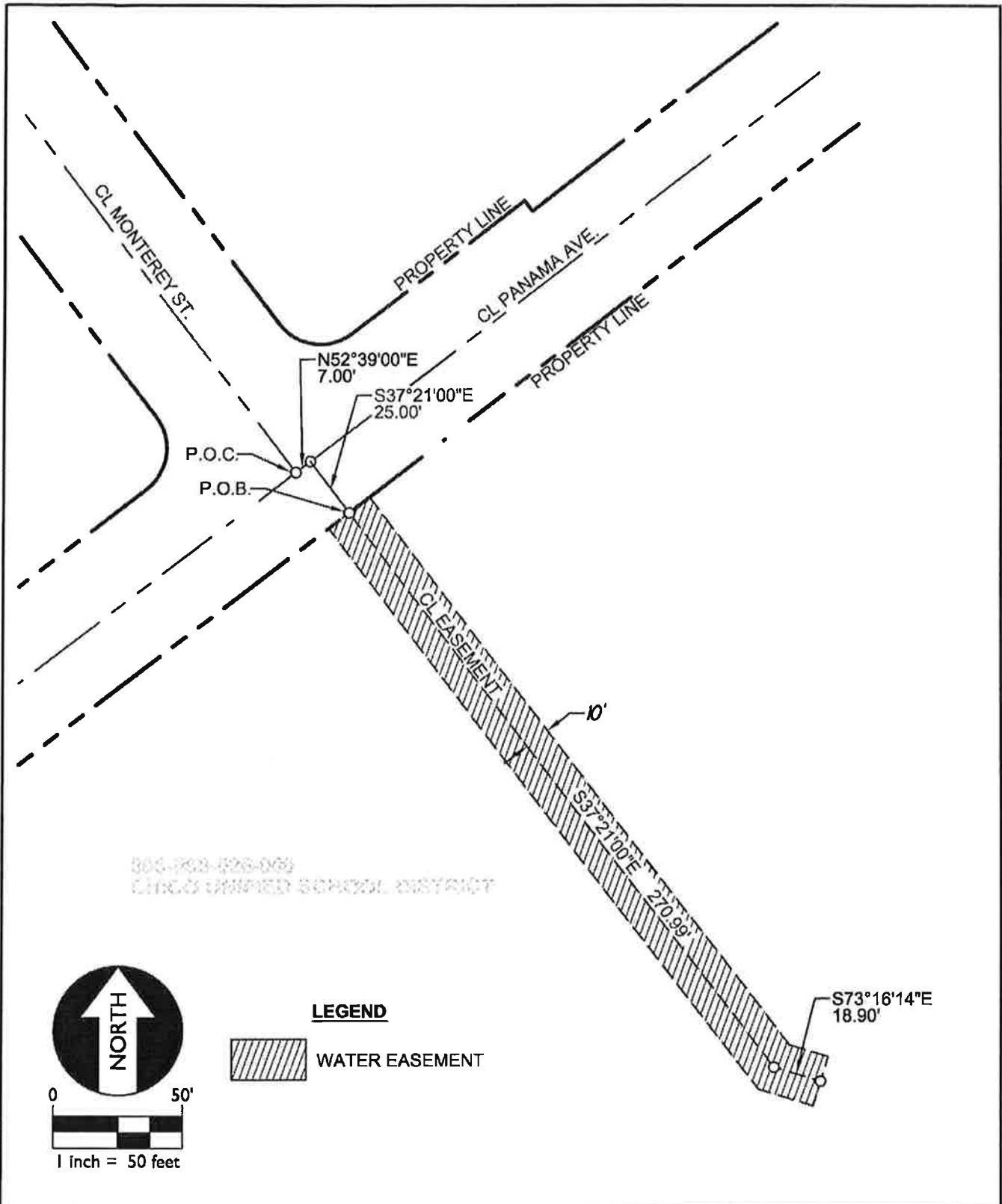
Exhibit A  
20' Water Easement  
Chico Unified School District  
APN: 006-060-026

A 20 foot wide water easement being a portion of the property owned the Chico Unified School District being a portion of Lot 12, according to that certain map entitled "Map of the Burson Tract, near Chico, Butte Co. Cal." Filed in the office of the Recorder of the County of Butte, State of California, March 9, 1911 in Volume 7 of Maps, at page 14, the centerline of which is described as follows:

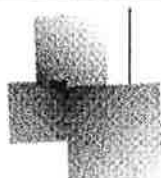
Beginning at the centerline-centerline intersection of Panama Avenue and Monterey Street as shown on that certain map file in Map Book 20 at Page 49, thence along the centerline of Panama Avenue North  $53^{\circ} 39' 00''$  East 7.00 feet; thence South  $37^{\circ} 21' 00''$  East 25.00 feet to the southern right of way of Panama Avenue, said right of way also being the northerly line of said Lot 12 to the TRUE POINT OF BEGINNING; thence South  $37^{\circ} 21' 00''$  East 270.99 feet; thence South  $73^{\circ} 16' 14''$  East 18.90 feet. The sidelines of said easement shall be shortened or lengthened to meet at angle points and boundary lines.

Water easement consists of 5797 S.F. more or less.





27581 WATER EASEMENT.dwg



**WARREN LAND SURVEYING, INC.**  
1117 Windfield Way, Suite 110  
El Dorado Hills, CA. 95762  
916-985-1870

## EXHIBIT B

**20' WIDE WATER EASEMENT  
FOR  
CALIFORNIA WATER SERVICE COMPANY**  
  
**BUTTE COUNTY, CALIFORNIA**

**SCALE:**  
AS NOTED  
**DATE**  
8-31-12  
**SHEET:**  
1 OF 1

AGENDA ITEM: Measure E Bond Agreement for Investment Banking Services

Prepared by: Maureen Fitzgerald-Assistant Superintendent, Business Services

☒ Consent  
☐ Information Only  
☐ Discussion/Action

Board Date: September 19, 2012

Background Information:

On August 9, 2012 the District entertained responses for Request for Proposal to Serve as Underwriter for the 2012 Measure E Bond. Five proposals were received and reviewed. Upon review the district focused on the proposal that would best serve the tax payers in the overall investment of Bond Issuance.

Fiscal Implications:

All fees will be paid contingent on voter approval of Measure E and be paid from Bond proceeds. No impact to the General Fund.

Recommendation: Approve Underwriting Agreement with De La Rosa & Co. Investment Services



## **AGREEMENT FOR INVESTMENT BANKING SERVICES**

September 12, 2012

Maureen Fitzgerald  
Assistant Superintendent  
Chico Unified School District  
1163 East Seventh Street  
Chico, CA 95928

Dear Ms. Fitzgerald:

E. J. De La Rosa & Co., Inc. ("De La Rosa & Co.") is pleased to confirm our appointment by the Chico Unified School District (the "District") to serve as underwriter on the proposed issuance of general obligation bonds (the "Bonds") pursuant to the District's prospective November 2012 bond measure on the terms and conditions set forth herein. Upon the success of the bond measure, each series of bonds issued will have a public offering subject to SEC Rule 15c2-12 (the "Offering").

The District has sought the services of a qualified underwriter to issue the authorization via a negotiated sale and has appointed De La Rosa & Co. as sole managing underwriter. De La Rosa & Co. welcomes the opportunity to work with the District to execute a plan which will best meet the needs of the District.

### **Term of Contract**

This Contract is intended to apply to all transactions which occur and are related to the Chico Unified School District, November 2012, general obligation bond measure. To the extent the election is delayed to a later date or is unsuccessful, this contract will continue to be in effect as described herein when a successful election is achieved unless terminated in the manner provided for below under the heading "Termination."

### **Scope of Services**

As sole senior managing underwriter of the Bonds, De La Rosa & Co. would provide the following services:

#### ***Pre-Sale Services***

- Work with the District to determine the sizing and timing of each series of bonds, taking into account the capital needs of the District and the tax impact on the entire bond program
- Work with the District and Financing Team to develop and maintain an appropriate financing timetable
- Work with the District and Financing Team in the review of all bond documents, including the preliminary statement and other legal documents
- Assist the District with presentations to the rating agencies and bond insurance companies, if necessary
- Develop and present a marketing plan, taking into account general economic data and forecasts, municipal market trends, competing issues in the market, and investor purchasing patterns
- Participate in meetings of the District and other public entities involved in the financing(s)

#### ***Sale of Securities***

- Develop a comprehensive pre-sale marketing and distribution program
- Hold conference calls with investors (if necessary) to provide an overview of the financing and credit
- Develop and present to the District for its approval a preliminary pricing scale for the bonds
- Price and underwrite the District's bonds

***Post-Sale Services***

- Coordinate the final distribution and allocation of securities
- Prepare a final bond pricing report and a summary of financing results
- Obtain CUSIP numbers for the bonds and arrange for DTC registration
- Assist Financial Team with the preparation and review of all closing documentation, including the Final Official Statement
- Assist with the bond closing, including preparation of closing instructions and flow of funds, if necessary

**Fees**

Our underwriting discount will be \$4.40 per \$1,000 of par amount, inclusive of underwriter's expenses paid for from the proceeds of bonds issued by the District.

**Expenses**

Except as may otherwise be agreed in the bond purchase contract for any particular series of Bonds, the District will pay all of its direct expenses relating to the Offering, including, without limitation, fees and expenses of the District's counsel and auditors; fees and expenses (including those for counsel) relating to blue sky or NASD matters; preparation of the Preliminary and Final Official Statements; printing costs; financial advisor, bond counsel; rating agency fees; bond insurance; and fees and expenses of any trustees (and their counsel) or other agents. De La Rosa & Co. will pay expenses (included in the expense component of the spread) incurred on behalf of the District's employees which are incidental to implementing this Agreement, including, but not limited to, meals, transportation, lodging and entertainment of such employees. Reasonable underwriter's reimbursable expenses include, but are not limited to, underwriter's counsel, day loan interest, travel, CUSIPs, and registration with California Debt & Investment Advisory Commission and Depository Trust Company.

**Conditions**

This letter agreement is not a commitment, express or implied, on the part of De La Rosa & Co. to underwrite or purchase the Bonds or to commit any capital, nor does it obligate us to enter into a Bond Purchase Agreement. De La Rosa & Co.'s participation in any Offering will be subject to, among other things, (i) satisfactory completion of all documents for the Offering (including a disclosure document and a Bond Purchase Agreement); (ii) satisfactory completion of a customary due diligence review; (iii) in our determination, the absence of any material adverse change in the financial markets, in the United States or in the financial condition, operations or prospects of the District; (iv) receipt of all required governmental and other approvals and appropriate legal opinions, including a 10b-5 disclosure opinion from counsel acceptable to De La Rosa & Co.; and (v) approval of our internal commitment committee.

**Governing Law**

This letter agreement is governed by the laws of the State of California, without regard to conflicts of law principles. The District and De La Rosa & Co. agree to waive trial by jury in any action, proceeding or counterclaim brought by or on behalf of either party with respect to any matter whatsoever relating to or arising out of any actual or proposed transaction or the engagement of or performance by De La Rosa & Co. hereunder.

**Termination**

Upon written notice, this agreement may be terminated by De La Rosa & Co. or the District at any time, with or without cause, without penalty. In the “Expenses,” “Indemnification,” and “Governing Law” provisions contained herein shall survive any termination of this letter agreement. If this Contract is canceled prior to the issuance of first Offering of securities, De La Rosa & Co. shall be entitled to compensation equal to the underwriting discount on the first Offering of bonds. De La Rosa & Co. shall be additionally compensated for all out-of-pocket expenses incurred between the date of this Contract and the date of cancellation.

**G-17**

Pursuant to this contract, the District will utilize De La Rosa & Co. as an underwriter on future bond transactions, if any, as set forth in this agreement. When serving as underwriter, these are some important disclosures that clarify our role and responsibilities:

1. Municipal Securities Rulemaking Board Rule G-17 requires us to deal fairly at all times with both municipal issuers and investors;
2. Our primary role will be to purchase the Bonds with a view to distribution in an arm’s-length commercial transaction with you and we have financial and other interests that differ from your interests;
3. Unlike a municipal advisor, we do not have a fiduciary duty to you under the federal securities laws and we are, therefore, not required by federal law to act in your best interests without regard to our own financial or other interests;
4. We have a duty to purchase securities from you at a fair and reasonable price, but must balance that duty with our duty to sell the Bonds to investors at prices that are fair and reasonable; and
5. We will review the official statement for the Bonds in accordance with, and as part of, our responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

Prior to the issuance of any bonds for which De La Rosa & Co. serves as underwriter, we will send the District a letter reiterating these disclosures and adding others, as necessary, pursuant to Rule G-17. That Rule will further require that we seek acknowledgement from the District of receipt of those disclosures.

**Other**

This letter agreement contains the entire agreement between us and supersedes all prior understandings, whether written or oral. This letter agreement may be executed in counterparts. This letter agreement may not be amended except in writing signed by all parties hereto. The District may not assign or delegate any of its rights or obligations hereunder without our prior written consent.

We look forward to working with the District. Please confirm that the foregoing is in accordance with your understanding of our agreement by signing and returning to us a copy of this letter.

Sincerely,  
E. J. De La Rosa & Co., Inc.

By: Charlie Feinstein  
Charlie Feinstein  
Senior Vice President

Accepted and agreed to:

Chico Unified School District

By: \_\_\_\_\_  
Maureen Fitzgerald  
Assistant Superintendent

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*De La Rosa & Co. is providing the information contained in this contract for discussion purposes in anticipation as serving as an underwriter to you and is not intended to be, and does not constitute advice from De La Rosa & Co., nor should it be construed as "Advice" within the meaning of the Securities Exchange Act of 1934. In our capacity as underwriter, De La Rosa & Co., will be acting as a principal in a commercial, arms length transaction and not as a municipal advisor, financial advisor or fiduciary to you regardless of whether we or an affiliate has or is currently acting as such on a separate transaction. The information was prepared by De La Rosa & Co. sales, trading, banking or other non-research personnel. This is not a research report and the views and information contained herein should not be viewed as independent of the interests of De La Rosa & Co. trading or sales desks. By submitting this document to you, De La Rosa & Co. is not advising you to take any particular action based on the information, opinions or views contained in this document and acceptance of this document will be deemed by you as acceptance of these conclusions. To the extent that any price levels are noted, they are for informational purposes only and are not intended for use by third parties and are indicative as of the date of this document and are not a commitment by De La Rosa & Co. to trade at any price. We encourage you to consult with your own legal, accounting, tax, financial and other advisors, as applicable to the extent you deem appropriate. Pursuant to MSRB Interpretive Notice 2012-25 of its Rule G-17, if hired by you as an underwriter, we would be required to seek your written acknowledgement of receipt of these and other disclosures.*

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

8.4.1.  
Page 1 of 2

September 19, 2012

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

**Temporary Appointment(s) 2012/13**

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Comment</u>	<u>Estimated Annual District Cost</u>
Brubaker, Katlin	Secondary	8/16/12-6/6/13	0.4 FTE Temporary Appointment (in addition to current .4 FTE Temporary assignment)	\$17,524
Campfield, L. Brent	Counselor	8/16/12-6/6/13	0.8 FTE Temporary Appointment	\$61,403
Campos, Debbie	Nurse	8/16/12-6/6/13	0.8 FTE Temporary Appointment	\$46,171
Combs, Jamie	Elementary	8/30/12-6/6/13	1.0 FTE Temporary Appointment	\$75,803
Coons, Emily	Elementary	8/16/12-6/6/13	1.0 FTE Temporary Appointment	\$71,293
Ehrhart, Dene	Elem PE	9/4/12-6/6/13	0.2 FTE Temporary Appointment	\$11,646
German, Troy	Secondary	8/16/12-12/21/12	1.0 FTE Temporary Appointment	\$26,549
Graber, Julie	Nurse	8/16/12-6/6/13	0.6 FTE Temporary Appointment	\$27,924
Hastings, Lauren	Secondary/Elem Fine Arts	9/10/12-6/6/13	1.0 FTE Temporary Appointment	\$52,539
Johnson, Glen	Special Education	8/30/12-6/6/13	0.4 FTE Temporary Appointment	\$17,599
Lampkin, Rosann	Psychologist	2012/13	0.15 FTE Temporary Appointment (in addition to current 0.6 FTE Permanent assignment)	\$12,721
Moyles, Caitlyn	Elementary	8/30/12-6/6/13	0.6 FTE Temporary Appointment (in addition to current .4 Temporary assignment)	\$33,832
Quinto, Terry	Psychologists	2012/13	0.8 FTE Temporary Appointment	\$34,684
Riggs, Ronald	Elem Fine Arts	8/16/12-6/6/13	0.8 FTE Temporary Appointment	\$46,172
Root, Stephanie	Elementary	8/31/12-6/6/13	0.2 FTE Temporary Appointment	\$13,359
Volk, Stefanie	Secondary	8/20/12-6/6/13	0.2 FTE Temporary Appointment	\$8,666
Watson, Melissa	Special Education	8/16/12-6/6/13	1.0 FTE Temporary Appointment	\$70,072
Wilcox, Jessica	Special Education	8/16/12-6/6/13	0.6 FTE Temporary Appointment (in addition to current 0.4 FTE Probationary assignment)	\$36,317

**Probationary Appointments 2012/13**

Mathews, Jordan	Special Education	2012/13	0.4 FTE Probationary Appointment (in addition to current .4 FTE Probationary assignment)	\$18,616
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**Leave Requests 2012/13**

Finley, Janet	Elem Music	2012/13	0.2 FTE Child Care Leave
Koch, Lynn	School Nurse	2012/13	0.2 FTE Personal Leave
Scott, Ann	School Nurse	8/20/12-12/21/12	0.4 FTE Personal Leave

**Resignations**

Mayr, Martha	Secondary	8/14/12	Resigning 0.2 FTE of Temporary Assignment
Cuccio, Stephanie	Elementary	8/25/12	Resignation

**Coaching Resignations 2012/13**

<u>Name</u>	<u>Position</u>	<u>School</u>	<u>Season</u>
Aird, James	Varsity Swim	Chico High	Fall
Batchelder, John	Asst. Varsity Swim	Chico High	Fall
Howell, Pete	Varsity Asst. Girls Track	Pleasant Valley	Spring
Whitcomb, Thomas	Varsity Asst. Cross Country	Chico High	Fall

**Coaching Appointments 2012/13**

<u>Name</u>	<u>Position</u>	<u>School</u>	<u>Season</u>	<u>Estimated Annual District Cost</u>
Biesanz, Jessica	Frosh/Soph Girls Volleyball	Chico High	Fall	\$1,429
Ehrhart, Dene	Varsity Swim	Chico High	Fall	\$3,009
Hughes, Emily	Asst. Varsity Swim	Chico High	Fall	\$1,173
Perez, Joseph	Varsity Asst. Cross Country	Chico High	Fall	\$1,393

**CHICO UNIFIED SCHOOL DISTRICT**  
**1163 E. 7<sup>th</sup> STREET**  
**CHICO, CA 95928-5999**

8.4.2.  
Page 1 of 3

DATE: SEPTEMBER 19, 2012  
MEMORANDUM TO: BOARD OF EDUCATION  
FROM: KELLY STALEY, SUPERINTENDENT  
SUBJECT: CLASSIFIED HUMAN RESOURCES ACTIONS

<b>ACTION NAME</b>	<b>CLASS/LOCATION/ASSIGNED HOURS</b>	<b>EFFECTIVE</b>	<b>COMMENTS/PRF #FUND/RESOURCE</b>	<b>ESTIMATED POSITION COST @ Step 1 + Red Plan Medical + Qualifying Dental/Vision</b>
<b>APPOINTMENTS</b>				
Adams, Molly	IPS-Classroom/Marigold/6.0	7/25/2012	In Lieu of Layoff/33/Special Ed/6500	\$181137
Carrell, Kimberley	IA-Special Education/McManus/3.5	7/25/2012	In Lieu of Layoff	\$9,643
Carter, Barbara	Sr Office Assistant/CHS/8.0	8/9/2012	Amend Start Date	\$26,579
Coots, Lorraine	Instructional Assistant/McManus/3.0	9/10/2012	In Lieu of Layoff	\$8,216
Dale, Susan	IPS-Healthcare/CHS/6.0	8/20/2012	Vacated Position/307/Special Ed/6500	\$18,113
Ferris, Mary	Sr Library Media Assistant/PVHS/6.8	8/13/2012	Vacated Position/301/General/1100	\$22,867
Findlay, Janette	IPS-Healthcare/Loma Vista/2.0	9/10/2012	Vacated Position/30/Special Ed/6500	\$5,477
Ghiorso, Adam	IPS-Classroom/MJHS/6.0	8/20/2012	Vacated Position/317/Special Ed/6500	\$17,813
Glass, JoAnn	Instructional Assistant/McManus/3.0	9/10/2012	In Lieu of Layoff	\$8,216
Hammon, Keli	Custodian/Inspired/8.0	8/21/2012	Vacated Position/248/General/0000	\$27,480
Hunter, Katie	IA-Special Education/Chapman/3.0	7/25/2012	In Lieu of Layoff/287/Special Ed/6500	\$8,216
Jenkins, Elise	Instructional Assistant/Marigold/3.4	9/10/2012	In Lieu of Layoff	\$9,266
Jessee, Kathryn	IA-Special Education/CHS/1.4	8/20/2012	Vacated Position/Categorical/4124	\$3,788
John, Christen	LT Cafeteria Satellite Manager/Emma Wilson/6.9	12:00:00 AM	During Absence of Incumbent/Nutrition/5310	\$5,951
Krause, Michelle	IPS-Classroom/Emma Wilson/3.0	8/20/2012	Vacated Position/329/Special Ed/6500	\$8,216
Leete, Linda	IA-Special Education/Blue Oak/3.5	7/25/2012	In Lieu of Layoff/276/Special Ed/6500	\$9,643
Leete, Linda	IA-Special Education/Neal Dow/2.0	7/25/2012	In Lieu of Layoff	\$5,477
Lewis, Kelly	IA-Special Education/PVHS/4.0	7/25/2012	In Lieu of Layoff	\$10,955
Lowe, Korissa	IA-Special Education/Hooker Oak/3.0	7/25/2012	In Lieu of Layoff/290/Special Ed/6500	\$8,216
Menezes, Kerry Ann	IPS-Healthcare/Sierra View/3.0	8/20/2012	Vacated Position/261/Special Ed/6500	\$8,216

Reister, Rebecca	IPS-Healthcare/Sierra View/6.0	9/4/2012	New Position/324/Special Ed/6500	\$18,113
Sayavong, Saythong	IPS-Healthcare/Loma Vista/4.0	8/20/2012	Vacated Position/330/Special Ed/6500	\$10,955.51
Schmidt, Eva	IPS-Classroom/Chapman/3.0	9/6/2012	Vacated Position/309/Special Ed/6500	\$8,216.63
Smith, Erin	Office Assistant Elem Attendance/Sierra View/4.0	9/4/2012	Vacated Position/332/General/0000	\$11,881.43
Smyth, Mary	IA-Special Education/Chapman/5.0	7/25/2012	In Lieu of Layoff	\$13,694.39
Smyth, Mary	IA-Special Education/CHS/1.4	7/25/2012	In Lieu of Layoff/303/Categorical/4124	\$3,788.26
<b>PROMOTION</b>				
Carver, John	LT M & O Manager/M & O/8.0	12:00:00 AM	New LT Position/294/M & O/8150	
Hernandez, Kimberly	Administrative Assistant-Conf/Educational Svcs/8.0	8/30/2012	New Position/326/General/0000	
Michael, Robert	Facilities Planner/Construction Supervisor/Facilities/8.0	8/23/2012	Vacated Position/5/Facilities/0000	
<b>RE-EMPLOYMENT</b>				
Mitchel, Carol	IA-Special Education/Neal Dow/2.0	8/27/2012	Vacated Position/Special Ed/6500	
<b>LAYOFFS TO RE-EMPLOYMENT</b>				
Adams, Molly	IA-Sr Elementary Guidance/McManus/3.0	7/25/2012	Lack of Funds	
Adams, Molly	IA-Sr Elementary Guidance/Neal Dow/3.0	7/25/2012	Lack of Funds	
Adams, Molly	IA-Sr Elementary Guidance/Neal Dow/1.0	7/25/2012	Lack of Funds	
Carrell, Kimberley	IA-Elementary Guidance/Citrus/3.0	7/25/2012	Lack of Funds	
Carrell, Kimberley	IA-Elementary Guidance/Shasta/2.0	7/25/2012	Lack of Funds	
Carrell, Kimberley	IA-Elementary Guidance/Shasta/1.0	7/25/2012	Lack of Funds	
Coots, Lorraine	Instructional Assistant/Citrus/2.8	9/10/2012	Lack of Funds	
Glass, JoAnn	Instructional Assistant/Citrus/2.8	9/10/2012	Lack of Funds	
Hunter, Katie	IA-Elementary Guidance/McManus/3.0	7/25/2012	Lack of Funds	
Jenkins, Elise	Instructional Assistant/Citrus/4.0	9/10/2012	Lack of Funds	
Leete, Linda	IA-Sr Elementary Guidance/Chapman/0.9	7/25/2012	Lack of Funds	
Leete, Linda	IA-Sr Elementary Guidance/Chapman/4.4	7/25/2012	Lack of Funds	
Lewis, Kelly	IA-Sr Elementary Guidance/Parkview/4.0	7/25/2012	Lack of Funds	
Lowe, Korissa	IA-Sr Elementary Guidance/Shasta/3.0	7/25/2012	Lack of Funds	
Marshburn, Tami	Instructional Assistant/Marigold/3.4	9/22/2012	Lack of Work	
Simmons, Kristine	Instructional Assistant/Citrus/4.0	9/10/2012	Lack of Funds	
Smyth, Mary	IA-Sr Elementary Guidance/Citrus/1.0	7/25/2012	Lack of Funds	
Smyth, Mary	IA-Sr Elementary Guidance/Marigold/3.0	7/25/2012	Lack of Funds	

Smyth, Mary	IA-Sr Elementary Guidance/Citrus/1.6	7/25/2012	Lack of Funds	
Smyth, Mary	IA-Sr Elementary Guidance/Citrus/1.4	7/25/2012	Lack of Funds	
Wall, Mary	Instructional Assistant/McManus/3.0	9/10/2012	Lack of Funds	
Weber, Lisa	Instructional Assistant/McManus/3.0	9/10/2012	Lack of Funds	
<b>LEAVES OF ABSENCE</b>				
Alaniz, Maria	Targeted Case Manager-Bilingual/Rosedale/3.0	12:00:00 AM	Part-Time Per CBA 5.12	
Beem, William	SMW-Painter/M & O/8.0	12:00:00 AM	Per CBA 5.12	
Clinton, Melisa	Cafeteria Assistant/CHS/2.0	12:00:00 AM	Per CBA 5.12	
Johnson, Glen	IA-Special Education/Citrus/2.8	12:00:00 AM	Part-Time Per CBA 5.12	
Lewis, Kelly	IA-Special Education/PVHS/4.0	12:00:00 AM	Per CBA 5.12	
<b>RESIGNATION/TERMINATION</b>				
Alexander, Jennifer	IA-Special Education/AFC/5.0	8/6/2012	Voluntary Resignation	
Campos, Deborah	IPS-Classroom/MJHS/6.0	8/15/2012	Voluntary Resignation	
Davis, Melissa	IPS-Classroom/Loma Vista/2.0	6/29/2012	Voluntary Resignation	
Davis, Melissa	IPS-Healthcare/Loma Vista/3.5	6/29/2012	Voluntary Resignation	
Lowe, Korissa	IA-Special Education/Hooker Oak/3.0	8/15/2012	Voluntary Resignation	
Lowther, Erin	IPS-Classroom/Marigold/6.0	7/31/2012	Voluntary Resignation	
Naiman, Maria	IA-Bilingual/Rosedale/2.8	8/1/2012	Voluntary Resignation	
Naiman, Maria	IA-Bilingual/Rosedale/4.0	8/1/2012	Voluntary Resignation	
Parker, Thomas	IA-Special Education/Citrus/3.0	8/13/2012	Voluntary Resignation	
Stewart-Reiblein, Katherin	IPS-Healthcare/Citrus/3.5 & 3.0	8/6/2012	Voluntary Resignation	
<b>RESIGNED ONLY THIS POSITION</b>				
Carter, Barbara	Sr Office Assistant/CJHS/2.0	8/8/2012	Amend End Date	
Carter, Barbara	Sr Office Assistant/BJHS/2.5	8/8/2012	Amend End Date	
Hernandez, Kimberly	Typist Clerk-Administration/Educational Svcs/8.0	8/29/2012	Promotion	
Johnson, Janet	Instructional Assistant/Citrus/1.3	8/9/2012	Voluntary Resignation	
Leete, Linda	IA-Special Education/Neal Dow/2.0	8/13/2012	Voluntary Resignation	
Menezes, Kerry Ann	Parent Classroom Aide-Restr/Emma Wilson/4.0	8/19/2012	Voluntary Resignation	
Michael, Robert	Construction Manager/Facilities/8.0	8/22/2012	Promotion	
O'Brien, Casey	Campus Supervisor/CJHS/1.0	8/19/2012	Voluntary Resignation	
Smith, Erin	Parent Classroom Aide-Restr/Sierra View/1.5	9/3/2012	Voluntary Resignation	
Smyth, Mary	IA-Special Education/CHS/1.4	8/14/2012	Voluntary Resignation	

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

**Prepared by:**     Janet Brinson, Director

☐ Consent

Board Date     September 19, 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 on-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

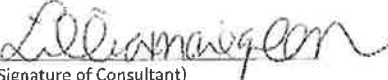
(Applicable, unless determined to be Contract Employee-See BS 10a)

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 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/documents/BUSINESS/Consultant Agreement/9S\\_10a\\_11\\_Q4\\_rev.pdf](http://www.chicousd.org/documents/BUSINESS/Consultant%20Agreement/9S_10a_11_Q4_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

### 25. 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)

AGENDA ITEM: Public Hearing and Approval of Resolution 1195-12, Notice  
of Apportionment for the State Instructional Materials Fund

Prepared by: Joanne Parsley, Director

         Consent

         Information Only

Board Date: September 19, 2012

X Discussion/Action /Public Hearing

Background Information

*Education Code* Section 60119 requires that each pupil within the Chico Unified School District be provided sufficient textbooks and instructional materials aligned to the content standards and consistent with the cycles and content of the curriculum frameworks in the areas of history/social science, mathematics, reading/language arts and science. The attached Certification of Provision of Standards-Aligned Instructional Materials states that we are currently sufficient for the 2012-13 school year. As such, the Educational Services Department requests approval of Resolution No. 1195-12.

Education Implications

All students will be provided with sufficient textbooks and instructional materials in the core instructional areas for in-class work as well as homework.

Fiscal Implications

Standards-aligned instructional materials are purchased out of the state provided funds.

Additional Information

As required by CCR, Title 5, Section 9531, instructional materials for students in grades K-8 were purchased from an approved standards-aligned state adoption list and instructional materials purchased for students in grades 9-12 are aligned with the state content standards and are approved by the CUSD Board of Education following district review of the materials.

**RESOLUTION NO. 1195-12**

Whereas, the governing board of Chico Unified School District, in order to comply with the requirements of *Education Code* section 60119 held a public hearing on September 19, 2012, at 6:00pm, which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

Whereas, the governing board provided at least ten days notice of public hearing posted in at least three public places within the district that stated the time, place and purpose of the hearing, and;

Whereas, the governing board encouraged participation by parents, teachers, members of the community and bargaining unit leaders in the public hearing, and;

Whereas information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district, and;

Whereas, the definition of “sufficient textbooks or instructional materials” means that each pupil has a textbook or instructional materials, or both, to use in class and to take home;

Whereas sufficient textbooks and instructional materials were provided to each student, including English learners, in mathematics, science, history-social science, and English/language arts, including the English language development component of an adopted program, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks;

Whereas, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language or health classes, and;

Whereas, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

Therefore it is resolved that for the 2012-13 school year, the Chico Unified School District has provided each pupil with sufficient textbooks and instructional materials aligned to the content standards and consistent with the cycles and content of the curriculum frameworks.

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**Adopted this 19th day of September, 2012**

Ayes:

Noes:

Abstentions:

Absent:

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Board President

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Secretary/Clerk

# ***Chico Unified School District***

***Educational Services – Elementary Education***  
(530) 891-3020



## **Certification of Provision of Standards-Aligned Instructional Materials**

The local governing board of the Chico Unified School District hereby certifies that as of this date, each pupil in the district, in kindergarten through grade twelve, has been provided with a standards-aligned textbook or basic instructional materials in each of the following areas:

- History/social science
- Mathematics
- Reading/language arts
- Science

For students in K-8, the instructional materials were purchased from an approved standards-aligned state adoption list as required by *CCR, Title 5, Section 9531*.

For students in grades 9-12, the instructional materials were adopted by the local governing board following district review of the materials and their alignment with state content standards as required by *CCR, Title 5, Section 9531*. Certification was approved by the local governing board at a public meeting held on September 19, 2012.

The State Board of Education adopted new standards-aligned instructional materials for K-8 in English in April, 2010. The local governing board of Chico Unified School District will provide each pupil with a standards-aligned textbook or basic instructional materials from this adopted list by August 20, 2012 which is the start of the first school term that is no later than 24 months following the state adoption of these materials.

The local governing board of the Chico Unified School District has provided each pupil in kindergarten through grade eight with a state adopted standards-aligned textbook or basic instructional materials in the following subjects by the date indicated below to meet the 24 month rule in EC 60422 (a):

Subject	Date Provided
Reading/Language Arts	August 2010
History-Social Science	August 2006
Science	August 2007
Mathematics	August 2009

Certification was approved by the local governing board at a public meeting held on September 19, 2012.

Ayes:

Noes:

Abstentions:

Absent:

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Secretary/Clerk



Administrative Offices  
1163 E. Seventh Street  
Chico, CA 95928-5999

**PUBLIC HEARING NOTICE**  
**September 19, 2012 – 6:00 P.M.**  
**REGULAR BOARD MEETING**  
**CHICO CITY COUNCIL CHAMBERS**  
**EAST FOURTH AND MAIN STREETS**  
**CHICO, CA 95926**

9.1.2.  
Page 4 of 4

### **NOTICE OF PUBLIC HEARING**

The Chico Unified School District Board of Education will hold a Public Hearing at a regular board meeting on Wednesday, September 19, 2012. The Board meeting will begin at 6:00 p.m., and the Public Hearing item listed below will be discussed and an opportunity for public testimony will be made available in accordance with the Discussion calendar of the agenda. Public Hearing items include:

**PUBLIC HEARING - Notice of Apportionment for the State Instructional Materials Fund, Grades K-12, Fiscal Year 2012-2013.**

Education Code §60119 requires that, in order to receive instructional materials from any state source, in each fiscal year from 1994-95 onward, the Governing Board shall hold a public hearing regarding the sufficiency of instructional materials in the district.

**This Notice will serve to fulfill the District's 10-day notice requirement of all Public Hearings pursuant to Education Code §5362. A formal agenda containing the item listed above will be posted and distributed in accordance with district procedures on Friday, September 14 2012.**

**Dr. Andrea Lerner-Thompson,**  
**Board President**  
**Chico Unified School District**

Posted: September 10, 2012

:mm

**AGENDA ITEM:**     Review and Revise CUSD Athletic Accountability Plan

**Prepared by:**     Randy Gilzean and Kelly Staley

☐ Consent

Board Date September 19, 2012

☐ Information Only

☒ Discussion/Action

**Background Information**

In the spring of 2001, the CUSD Board adopted the CUSD Athletic Accountability Plan. The goal of this plan was to create an Athletic program that met the needs of our students and our community while being sustainable through the joint efforts of students, staff, parents, community and the District.

**Educational Implications**

The District and school community believe in the importance of a strong co-curricular program, including athletics, as part of a comprehensive education. Strong athletic programs provide opportunities for students to develop the skills necessary to work in teams and provide incentives for improved attendance and academic performance. Further, studies have shown that students actively involved in their school are more likely to stay in school and graduate.

**Fiscal Implications**

Athletic programs are not inexpensive. The cost of athletics is one of the reasons the District adopted the Athletic Accountability Plan. The plan outlines how different partners work together to support athletics. Per the plan, the District commitment is to fund the stipends of coaches for non-self-funded teams. That cost was \$316,823 in the 2011-2012 school year. Staff is recommending that CUSD cover the cost of the stipends for all CUSD Coaches that coach teams that compete in CIF sanctioned contests. This will increase the cost to the district by approximately \$12,153.

**Athletic Accountability Plan  
(Revised and Adopted September 19, 2012)**

Outlined below is the set of responsibilities which each group would assume under the proposed Athletics Accountability Plan:

**The District will**

- Commit to fully funding coaches' stipends for all CUSD approved CIF sports.
- Revise yearly contracts for each coach to include language from the Team Coaches section of this plan detailing their new responsibilities.
- No longer provide funding for District transportation for athletic events.
- Terminate the rental of the CSUC stadium for CHS football.
- Instruct their negotiating team to enter into discussion of coaching stipends at its next bargaining opportunity.
- Work with ADs to reduce/reorganize the different Athletic budgets.
- Reduce AD compensation by five (of the ten) 'extra work days' as allowed in the Collective Bargaining agreement.

**Team Coaches will**

- Adhere to their budget allocation established in consultation with campus AD and
- Agree that failure to do so will result in a non-renewal of coaching services for the following season.
- Look for ways to keep costs low which may result in reducing the number of games played and consideration of travel time and expense.
- Recognize that the costs of all **league and play-off contests** including transportation will be financed through a combination of gate receipts, concessions, donations, general fundraising and booster support.
- Acknowledge that any **non-league contests** will be financed entirely by team fundraising. ALL expenses for non-league contests MUST be covered by the teams' fundraising with final financial responsibility falling on the coach.
- Self-funded sports (ski/snowboard and boys' volleyball) will need to fundraise for all costs, excluding the stipend for the coach.

**Athletic Directors will**

- Hold a mandatory pre-season meeting with each head coach to discuss team budgets and scheduling.
- Work with the comptroller to be sure each coach is updated as to his/her team budget on a regular basis.
- Reorganize school athletic accounts, so the current "team accounts" include non-league contests' income and expenses.
- Reorganize school athletic accounts, so the current "school accounts" for each team include only league and playoff income and expenses (non-league contests to team accounts).
- Set up a system where all finances are clearly and accurately reported to all stake holders.

- Prepare an annual report for the CUSD Board of Education (tentatively scheduled for May) documenting allocations, income, expenditures and other budgetary matters.
- Understand there will be a reduction in compensation of five (of the ten) “extra work days” allowed in the Collective Bargaining Agreement.
- Work with CUSD to reduce/reorganize the different Athletic budgets.

**Site Administration will**

- Evaluate athletic staff on the basis of this proposal to assure effective compliance.
- Be sure school staff is trained in financial procedures needed.

**Sports Boosters will**

- Refocus on their primary mission of fundraising for sports.
- Meet annually with the ADs to review fundraising plans and goals, and to establish specific contribution target (originally agreed to as \$50,000) to help cover the cost of league and playoff contests, including transportation or other agreed upon needs of the athletic programs.
- Continue to maintain a financial system where all financial activity is transparent to stake holders.
- Prepare an annual report for the Board of Education (tentatively scheduled for May) documenting allocations, income, expenditures and other budgetary matters.

**Parents of Student-Athletes will**

- Encourage student-athletes to be more involved in fundraising for their sport.
- Aspire to continue to provide some financial help in the form of donations to sports in CUSD.
- Donate time and services as applicable.

**Student-Athletes will**

- Be involved in fundraising for their sport. Teams will be responsible for the cost of their non-league contests.
- Help the coach determine the appropriate non-league schedule based on the amount of fundraising to which they want to commit.

**AGENDA ITEM:**     Consider Appointment of CUSD Board Representative to Inspire Board

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**Prepared by:**     John Bohannon, Director

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☐ Consent

Board Date     September 19, 2012

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☐ Information Only

☒ Discussion/Action

**Background Information**

Jann Reed is the current CUSD Board representative on the Inspire School of the Arts and Sciences (Inspire) Board. Ms. Reed's term on the Inspire Board is completed at the end of October 2012.

On October 8, 2012, Inspire will be voting into office three new Board members. The new Board members will take office in November 2012. One of these Board members is to be a representative of CUSD.

Per the Charter for Inspire, the CUSD Board shall select an individual to serve on the Inspire Board as a voting member. The CUSD Board has discretion in deciding whom to appoint to this position. The nominee from CUSD can be a member of the CUSD Board of Education or a person designated by the CUSD Board of Education. The term of office is 3 years.

The CUSD Board will consider the following:

- Whether to have a current CUSD Board member also serve on the Inspire Board
- If to be a CUSD Board member, determine who has interest in serving in this capacity
- If not to be a CUSD Board member, determine process for selecting the CUSD representative to serve on the Inspire Board.

**Educational Implications**

**Fiscal Implications**

**AGENDA ITEM:** Resolution No.1194-12 Giving Authorization to the Superintendent or Her Designee, to Enter into a Real Property Exchange with The City of Chico and Execute All Related Documents

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

☐ Consent

Board Date September 19, 2012

☐ Information Only

☒ Discussion/Action

### **Background Information**

The Safe Route to School project will install curb, gutter and sidewalk along the portion of Manzanita Avenue that fronts Pleasant Valley High School. Some of the improvements will be built on property owned by Chico Unified School District (CUSD). To facilitate the acquisition of this property the City of Chico and CUSD wish to exchange land to ensure improvements are appropriately placed. As depicted in the resolution, the exchange will take approximately 4,538 square feet from CUSD, while the City of Chico will give back approximately 3,249 square feet and install 820 linear feet of a new chain link fence along the frontage. Pursuant to Section 17536 of the California Education Code, in order to exchange real property the Board of Education needs to adopt a resolution by the affirmative vote of two-thirds of its members.

### **Additional Information**

The project has been found exempt from the California Environmental Quality Act in accordance with section 15303(d) which exempts new construction of street improvements of a reasonable length. The project does not involve the expansion of the schools, student population or impact traffic. There is no critical habitat in the area. There are no unusual circumstances leading to a reasonable possibility that significant environmental impacts will result from the project.

### **Educational Implications**

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

### **Fiscal Implications**

The City of Chico will take title free and clear of all taxes and encumbrances affecting the City's use of the property for right of way purposes. The City of Chico will pay all title and escrow costs, including any reconveyance or other fees required as a result of the City's exchange.

### **Recommendation**

The Facilities Department recommends the Board of Education authorize the Superintendent or her Designee, to enter into a real property exchange with the City of Chico and execute all related documents.

Resolution No. 1194-12

**RESOLUTION OF THE CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION GIVING  
AUTHORIZATION TO THE SUPERINTENDENT OR HIS DESIGNEE, TO ENTER INTO A REAL PROPERTY  
EXCHANGE WITH THE CITY OF CHICO AND EXECUTE ALL RELATED DOCUMENTS.**

WHEREAS, right of way improvements in association with the Safe Routes to School project will be constructed by the City of Chico on Manzanita Avenue, along the frontage of Pleasant Valley High School in order to install curb, gutter, and sidewalk; and

WHEREAS, in order for improvements to be located within the public right of way, an exchange of real property between the City of Chico and Chico Unified School District needs to take place as depicted in Exhibits "A1" and "A2"; and

WHEREAS, in order for an exchange of real property to take place, the Board of Education, pursuant to Section 11536 of the California Education Code, shall authorize the exchange by resolution adopted by a two-thirds vote of its members.

**NOW, THEREFORE, BE IT RESOLVED by the Chico Unified School District Board of Education as follows:**

1. The Board of Education hereby affirms the exchange between Chico Unified School District and the City of Chico in order to provide the desired public improvements associated with the Safe Routes to School project and authorizes the Superintendent or her Designee to enter and execute all documents related to the exchange.

THE FOREGOING RESOLUTION was adopted by the Chico Unified School District Board of Education at its meeting held on September 19, 2012, by the following vote:

AYES:

NOES:

ABSENT:

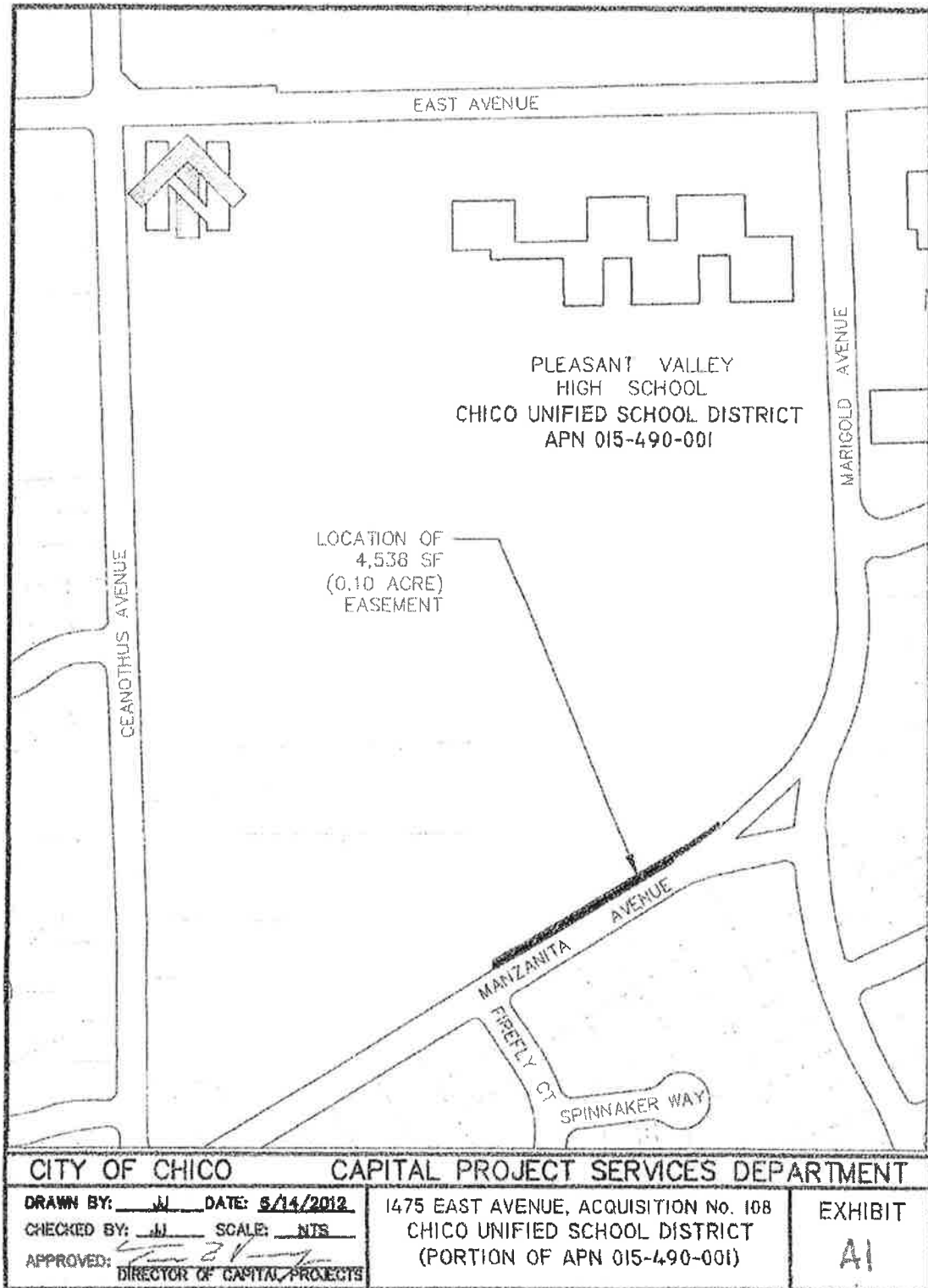
DISQUALIFIED:

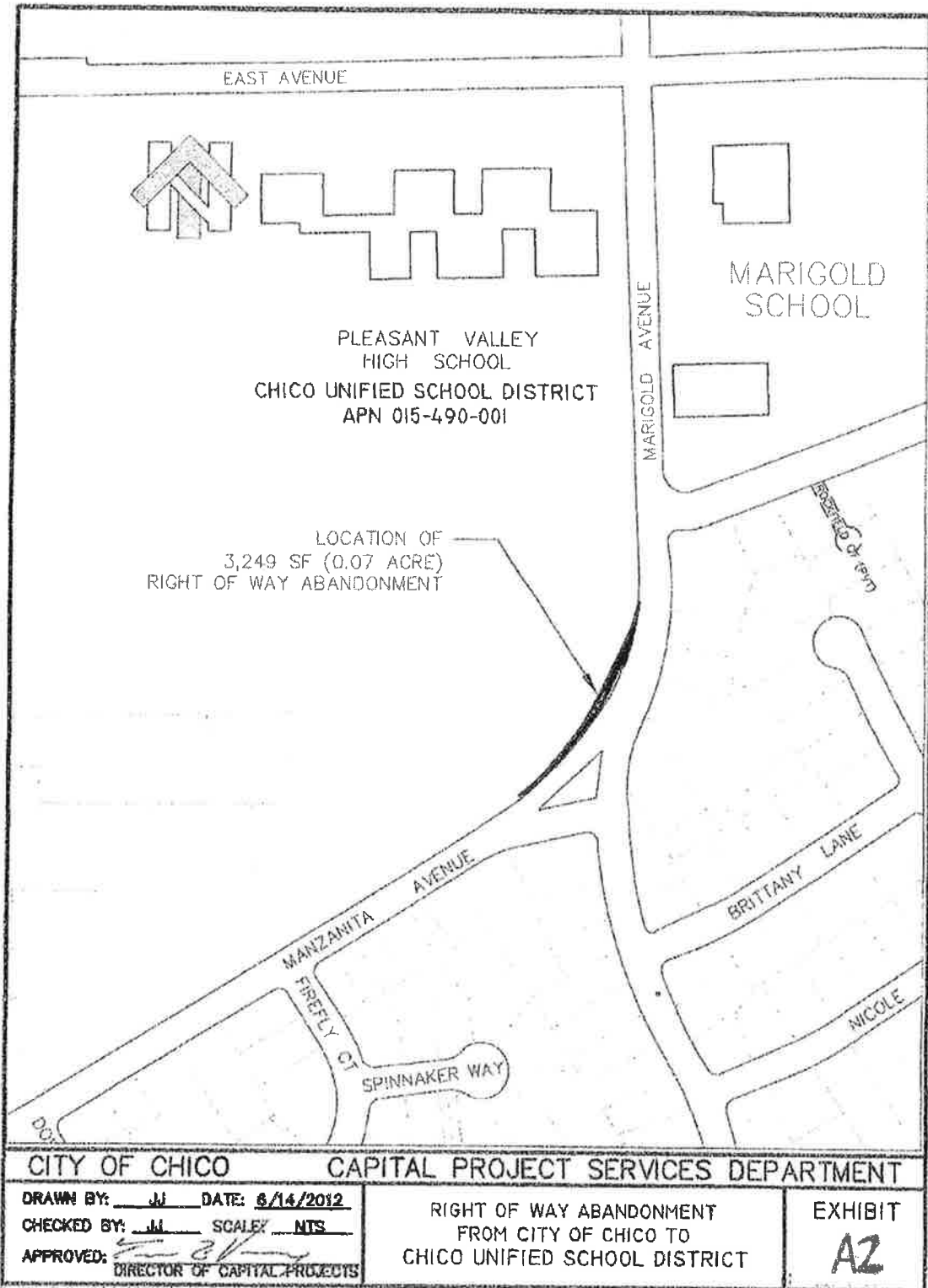
ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Secretary, Governing Board  
Chico Unified School District

\_\_\_\_\_  
President, Governing Board  
Chico Unified School District





**AGENDA ITEM:** Letter of Intent to Receive Mandate Block Grant Funding for Fiscal Year 2012-2013

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**Prepared by:** Maureen Fitzgerald, Assistant Superintendent, Business Services

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☐ Consent

Board Date September 19, 2012

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☒ Information Only

☐ Discussion/Action

**Background Information**

Every year law mandates school districts provide a list of activities and services related to public education. Many of these mandates are unfunded, nonetheless required. Certain mandates offer some fiscal relief through a reimbursement process called Mandated Cost Claims Reimbursements. Each "funded" mandate requires tracking and application to the state for reimbursement. Due to the State's fiscal situation Mandated Claims Reimbursements have been unfunded for many years. While we are still required to perform the mandated activities, funding has been delayed. To address the growing debt owed to school districts for the unpaid mandated claims reimbursemenet, Government Code Section 17581.6(d) provides guaranteed Block Grant Funding in lieu of the standard reimbursement process. The Block Grant is a per ADA allocation with the option for year by year election.

**Educational Implications**

**Fiscal Implications**

In the 2011-12 Fiscal Year we received a total of \$117,625 in reimbursements from the 2009-2010 year. The Mandated Block Grant would provide \$318,276 to the general fund for the 2012-13 year.

**Letter of Intent to Receive Mandate Block Grant Funding  
For Local Educational Agencies (LEAs)**

**Due: October 1, 2012**

CDS Code (County-District)	61424	Charter Number (if applicable)	
Name of LEA	Chico Unified School District		

As the authorized representative of the above applicant entity, I am submitting this letter of intent to participate in the 2012–13 Mandate Block Grant (MBG) funding pursuant to *Government Code (GC)* Section 17581.6(d). Funding provided by the 2012–13 MBG is to support the mandated programs listed at <http://www.cde.ca.gov/fq/fo/r14/mandatebg12rfa.asp>. For county offices of education and school districts, funding distributed pursuant to this section is in lieu of receiving mandate cost reimbursement (GC Section 17560).

Signature of Authorized Representative of LEA		Date
		9-19-12
Name of Authorized Representative of LEA		
Maureen Fitzgerald		
Title of Authorized Representative of LEA		
Assistant Superintendent, Business Services		
Phone Number	Email address	
530-891-3000	mfitzgerald@chicousd.org	

**Completed Letter of Intent should be submitted by October 1, 2012 as follows:**

Electronically: E-mail the scanned document in pdf format to : [mandate@cde.ca.gov](mailto:mandate@cde.ca.gov).

Fax: 916-327-4873 - Attention: Mandates

Mail: California Department of Education  
School Fiscal Services Division - Mandates  
1430 N Street, Suite 3800  
Sacramento, CA 95814

## MANDATES SUPPORTED BY 2012–13 MANDATE BLOCK GRANT

Fiscal year 2012–13 Mandate Block Grant funding provided to school districts, charter schools, and county offices of education is to support all of the following mandated programs (*Government Code* Section 17581.6(d)):

- (1) **Absentee Ballots** (CSM 3713; Chapter 77 of the Statutes of 1978 and Chapter 1032 of the Statutes of 2002).
- (2) **Agency Fee Arrangements** (00-TC-17 and 01-TC-14; Chapter 893 of the Statutes of 2000 and Chapter 805 of the Statutes of 2001).
- (3) **AIDS Instruction and AIDS Prevention Instruction** (CSM 4422, 99-TC-07, and 00-TC-01; Chapter 818 of the Statutes of 1991; and Chapter 403 of the Statutes of 1998).
- (4) **California State Teachers' Retirement System Service Credit** (02-TC-19; Chapter 603 of the Statutes of 1994; Chapters 383, 634, and 680 of the Statutes of 1996; Chapter 838 of the Statutes of 1997; Chapter 965 of the Statutes of 1998; Chapter 939 of the Statutes of 1999; and Chapter 1021 of the Statutes of 2000).
- (5) **Caregiver Affidavits** (CSM 4497; Chapter 98 of the Statutes of 1994).
- (6) **Charter Schools I, II, and III** (CSM 4437, 99-TC-03, and 99-TC-14; Chapter 781 of the Statutes of 1992; Chapters 34 and 673 of the Statutes of 1998; Chapter 34 of the Statutes of 1998; and Chapter 78 of the Statutes of 1999).
- (7) **Collective Bargaining** (CSM 4425; Chapter 961 of the Statutes of 1975).
- (8) **Comprehensive School Safety Plans** (98-TC-01 and 99-TC-10; Chapter 736 of the Statutes of 1997; Chapter 996 of the Statutes of 1999; and Chapter 828 of the Statutes of 2003).
- (9) **Consolidation of Annual Parent Notification/Schoolsite Discipline Rules/Alternative Schools** (CSM 4488, CSM 4461, 99-TC-09, 00-TC-12, 97-TC-24, CSM 4453, CSM 4474, CSM 4462; Chapter 448 of the Statutes of 1975; Chapter 965 of the Statutes of 1977; Chapter 975 of the Statutes of 1980; Chapter 469 of the Statutes of 1981; Chapter 459 of the Statutes of 1985; Chapters 87 and 97 of the Statutes of 1986; Chapter 1452 of the Statutes of 1987; Chapters 65 and 1284 of the Statutes of 1988; Chapter 213 of the Statutes of 1989; Chapters 10 and 403 of the Statutes of 1990; Chapter 906 of the Statutes of 1992; Chapter 1296 of the Statutes of 1993; Chapter 929 of the Statutes of 1997; Chapters 846 and 1031 of the Statutes of 1998; Chapter 1 of the Statutes of 1999, First Extraordinary Session; Chapter 73 of the Statutes of 2000; Chapter 650 of the Statutes of 2003; Chapter 895 of the Statutes of 2004; and Chapter 677 of the Statutes of 2005).
- (10) **Consolidation of Law Enforcement Agency Notification and Missing Children Reports** (CSM 4505; Chapter 1117 of the Statutes of 1989 and 01-TC-09; Chapter 249 of the Statutes of 1986; and Chapter 832 of the Statutes of 1999).

- (11) **Consolidation of Notification to Teachers: Pupils Subject to Suspension or Expulsion I and II, and Pupil Discipline Records** (00-TC-10 and 00-TC-11; Chapter 345 of the Statutes of 2000).
- (12) **County Office of Education Fiscal Accountability Reporting** (97-TC-20; Chapters 917 and 1452 of the Statutes of 1987; Chapters 1461 and 1462 of the Statutes of 1988; Chapter 1372 of the Statutes of 1990; Chapter 1213 of the Statutes of 1991; Chapter 323 of the Statutes of 1992; Chapters 923 and 924 of the Statutes of 1993; Chapters 650 and 1002 of the Statutes of 1994; and Chapter 525 of the Statutes of 1995).
- (13) **Criminal Background Checks** (97-TC-16; Chapters 588 and 589 of the Statutes of 1997).
- (14) **Criminal Background Checks II** (00-TC-05; Chapters 594 and 840 of the Statutes of 1998; and Chapter 78 of the Statutes of 1999).
- (15) **Differential Pay and Reemployment** (99-TC-02; Chapter 30 of the Statutes of 1998).
- (16) **Financial and Compliance Audits** (CSM 4498 and CSM 4498-A; Chapter 36 of the Statutes of 1977).
- (17) **Habitual Truants** (CSM 4487 and CSM 4487-A; Chapter 1184 of the Statutes of 1975).
- (18) **High School Exit Examination** (00-TC-06; Chapter 1 of the Statutes of 1999, First Extraordinary Session; and Chapter 135 of the Statutes of 1999).
- (19) **Immunization Records** (SB 90-120; Chapter 1176 of the Statutes of 1977).
- (20) **Immunization Records—Hepatitis B** (98-TC-05; Chapter 325 of the Statutes of 1978; Chapter 435 of the Statutes of 1979; Chapter 472 of the Statutes of 1982; Chapter 984 of the Statutes of 1991; Chapter 1300 of the Statutes of 1992; Chapter 1172 of the Statutes of 1994; Chapters 291 and 415 of the Statutes of 1995; Chapter 1023 of the Statutes of 1996; and Chapters 855 and 882 of the Statutes of 1997).
- (21) **Intradistrict Attendance** (CSM 4454; Chapters 161 and 915 of the Statutes of 1993).
- (22) **Juvenile Court Notices II** (CSM 4475; Chapters 1011 and 1423 of the Statutes of 1984; Chapter 1019 of the Statutes of 1994; and Chapter 71 of the Statutes of 1995).
- (23) **Mandate Reimbursement Process I and II** (CSM 4204, CSM 4485, and 05-TC-05; Chapter 486 of the Statutes of 1975).
- (24) **Notification of Truancy** (CSM 4133; Chapter 498 of the Statutes of 1983; Chapter 1023 of the Statutes of 1994; and Chapter 19 of the Statutes of 1995).
- (25) **Open Meetings/Brown Act Reform** (CSM 4257 and CSM 4469; Chapter 641 of the Statutes of 1986; and Chapters 1136, 1137, and 1138 of the Statutes of 1993).
- (26) **Physical Performance Tests** (96-365-01; Chapter 975 of the Statutes of 1995).
- (27) **Prevailing Wage Rate** (01-TC-28; Chapter 1249 of the Statutes of 1978).
- (28) **Pupil Health Screenings** (CSM 4440; Chapter 1208 of the Statutes of 1976; Chapter 373 of the Statutes of 1991; and Chapter 750 of the Statutes of 1992).
- (29) **Pupil Promotion and Retention** (98-TC-19; Chapter 100 of the Statutes of 1981; Chapter 1388 of the Statutes of 1982; Chapter 498 of the Statutes of 1983;

- Chapter 1263 of the Statutes of 1990; and Chapters 742 and 743 of the Statutes of 1998).
- (30) **Pupil Safety Notices** (02-TC-13; Chapter 498 of the Statutes of 1983; Chapter 482 of the Statutes of 1984; Chapter 948 of the Statutes of 1984; Chapter 196 of the Statutes of 1986; Chapter 332 of the Statutes of 1986; Chapter 445 of the Statutes of 1992; Chapter 1317 of the Statutes of 1992; Chapter 589 of the Statutes of 1993; Chapter 1172 of the Statutes of 1994; Chapter 1023 of the Statutes of 1996; and Chapter 492 of the Statutes of 2000).
  - (31) **Pupil Expulsions** (CSM 4455; Chapter 1253 of the Statutes of 1975; Chapter 965 of the Statutes of 1977; Chapter 668 of the Statutes of 1978; Chapter 318 of the Statutes of 1982; Chapter 498 of the Statutes of 1983; Chapter 622 of the Statutes of 1984; Chapter 942 of the Statutes of 1987; Chapter 1231 of the Statutes of 1990; Chapter 152 of the Statutes of 1992; Chapters 1255, 1256, and 1257 of the Statutes of 1993; and Chapter 146 of the Statutes of 1994).
  - (32) **Pupil Expulsion Appeals** (CSM 4463; Chapter 1253 of the Statutes of 1975; Chapter 965 of the Statutes of 1977; Chapter 668 of the Statutes of 1978; and Chapter 498 of the Statutes of 1983).
  - (33) **Pupil Suspensions** (CSM 4456; Chapter 965 of the Statutes of 1977; Chapter 668 of the Statutes of 1978; Chapter 73 of the Statutes of 1980; Chapter 498 of the Statutes of 1983; Chapter 856 of the Statutes of 1985; and Chapter 134 of the Statutes of 1987).
  - (34) **School Accountability Report Cards** (97-TC-21, 00-TC-09, 00-TC-13, and 02-TC-32; Chapter 918 of the Statutes of 1997; Chapter 912 of the Statutes of 1997; Chapter 824 of the Statutes of 1994; Chapter 1031 of the Statutes of 1993; Chapter 759 of the Statutes of 1992; and Chapter 1463 of the Statutes of 1989).
  - (35) **School District Fiscal Accountability Reporting** (97-TC-19; Chapter 100 of the Statutes of 1981; Chapter 185 of the Statutes of 1985; Chapter 1150 of the Statutes of 1986; Chapters 917 and 1452 of the Statutes of 1987; Chapters 1461 and 1462 of the Statutes of 1988; Chapter 525 of the Statutes of 1990; Chapter 1213 of the Statutes of 1991; Chapter 323 of the Statutes of 1992; Chapters 923 and 924 of the Statutes of 1993; Chapters 650 and 1002 of the Statutes of 1994; and Chapter 525 of the Statutes of 1995).
  - (36) **School District Reorganization** (98-TC-24; Chapter 1192 of the Statutes of 1980; and Chapter 1186 of the Statutes of 1994).
  - (37) **The Stull Act** (98-TC-25; Chapter 498 of the Statutes of 1983; and Chapter 4 of the Statutes of 1999).
  - (38) **Threats Against Peace Officers** (CSM 96-365-02; Chapter 1249 of the Statutes of 1992; and Chapter 666 of the Statutes of 1995).

AGENDA ITEM: 2011-12 Year End Unaudited Actual Financial Statement  
2012-13 Approved Budget

Prepared by: Maureen Fitzgerald-Assistant Superintendent, Business Services

☐ Consent  
☐ Information Only  
☒ Discussion/Action

Board Date: September 19, 2012

Background Information:

The district is required to submit the 2011-12 year-end unaudited financial statements to the Butte County Office of Education by September 15, 2012. The unaudited actuals are all transactions through June 30, 2012 including ending fund balances and fund balance designations.

Education Implications:

School districts that maintain a balanced budget and have adequate reserves are able to provide a broad range of educational programs for their students.

Fiscal Implications:

The year-end unaudited actuals will differ from approved budgets as budgets are a planning tool and are intended to estimate, based on current assumptions, the district spending plan. When the books are closed as of June 30<sup>th</sup> only actual money spent and received or earned are recorded, reflecting actual affects to the ending fund balance. Budgets and year-end actuals will differ more significantly in years of fiscal uncertainty than in more secure fiscal times due to prudent spending and intentional savings.

AGENDA ITEM: **Resolution #1191-12**

Prepared by: Bob Feaster, Assistant Superintendent, Human Resources

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

Board Date: September 19, 2012

**Background Information:**

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

**Educational Implications:**

None.

**Fiscal Implications:**

The District will save the cost of these positions.

**RESOLUTION 1191-12  
RESOLUTION OF THE GOVERNING BOARD  
OF THE CHICO UNIFIED SCHOOL DISTRICT**

**ELIMINATION OF CLASSIFIED SERVICES AND  
ORDERING LAYOFFS IN THE CLASSIFIED SERVICE  
FOR THE 2012-2013 SCHOOL YEAR**

WHEREAS, due to lack of work and/or lack of funds, this Board hereby finds that it is the best interest of the Chico Unified School District that, as of the 19<sup>th</sup> day of September, 2012, certain services now being provided by said School District be reduced or discontinued by the following extent:

Elimination of the following position(s):

Classification	Full-Time Equivalent	Site/Program
Administrative Aide to Superintendent	1.000	Business Office/General
Construction Manager	1.000	Facilities/Facilities

NOW, THEREFORE, BE IT RESOLVED that as of the 19<sup>th</sup> day of September, 2012, two classified position(s) of the CHICO UNIFIED SCHOOL DISTRICT be reduced or discontinued to the extent hereinabove set forth.

BE IT FURTHER RESOLVED that the Superintendent of this School District be and hereby is authorized and directed to give notice of termination of employment to affected classified employee(s) of this School District pursuant to Merit System rules and regulations and applicable provisions of the Education Code of the State of California not less than 45 days prior to the effective date of layoff as set forth above.

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

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

The foregoing RESOLUTION was passed and adopted at a meeting of the Board of Trustees of the CHICO UNIFIED SCHOOL DISTRICT on the 19<sup>th</sup> day of September, 2012, by the following vote to wit:

AYES:  
NOES:  
ABSTENTIONS:  
ABSENT:

DATED this 19<sup>th</sup> day of September, 2012.

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Clerk of the Governing Board  
of the Chico Unified School District

AGENDA ITEM: **Resolution #1192-12**

Prepared by: Bob Feaster, Assistant Superintendent, Human Resources

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

Board Date: September 19, 2012

**Background Information:**

The District no longer needs or no longer has the funds to support the positions noted in the Resolution.

**Educational Implications:**

None.

**Fiscal Implications:**

The District will save the cost of these positions.

CHICO UNIFIED SCHOOL DISTRICT  
1163 East Seventh Street  
Chico, California 95928-5999  
(530) 891-3000

**RESOLUTION 1192-12  
RESOLUTION OF THE GOVERNING BOARD  
OF THE CHICO UNIFIED SCHOOL DISTRICT**

**ELIMINATION OF CLASSIFIED SERVICES AND  
ORDERING LAYOFFS IN THE CLASSIFIED SERVICE  
FOR THE 2012-2013 SCHOOL YEAR**

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

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

Classification	Full-Time Equivalent	Site/Program
Campus Supervisor	0.1250	BJHS/Categorical
Campus Supervisor	0.1250	BJHS/General
IPS-Healthcare	0.2500	LCC/Special Education
IPS-Healthcare	0.2500	Sierra View/Special Education
Sr Library Media Assistant	0.1250	CJHS/Categorical
IA-Special Education	0.2500	Blue Oak/Special Education
Targeted Case Manager-Bilingual	0.5000	McManus/Categorical

WHEREAS the District and the California School Employees Association, Chico Chapter 110 (CSEA) executed a Collective Bargaining Agreement (Agreement) effective July 1, 2007 through November 15, 2010. The CSEA's covered unit members, as defined in the Agreement, include those holding the positions described herein.

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

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

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

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

**RESOLUTION 1192-12**  
**Page 2**

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

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

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

PASSED AND ADOPTED at a meeting of the Governing Board of the Chico Unified School District of Butte County on September 19, 2012.

AYES:  
NOES:  
ABSTENTIONS:  
ABSENT:

DATED this 19<sup>th</sup> day of September, 2012.

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Clerk of the Governing Board of the  
Chico Unified School District

**TITLE:**

Resolution per Education Code 44263-Resolution 1193-12

To allow a credentialed teacher to teach any single subject class based on appropriate coursework.

Action: ☒

Consent: ☐

Information: ☐

September 19, 2012

Prepared by: Bob Feaster, Assistant Superintendent-Human Resources

**Background Information**

Per Education Code 44263: "A teacher licensed pursuant to the provisions of this article may be assigned, with his or her consent, to teach any single subject class in which he or she has eighteen semester hours of coursework or nine semester hours of upper division or graduate coursework."

The following credentialed teacher has met the requirements for authorization within Education Code 44263 to teach in a departmentalized classroom and has a teacher consent form on file:

Mary Goloff to teach Math

**Educational Implications**

Ensuring that individuals meet the Education Code requirements for credentials helps provide an excellent education for students.

**Fiscal Implications**

Not applicable.

**CHICO UNIFIED SCHOOL DISTRICT**  
**1163 East Seventh Street**  
**Chico, California 95928-5999**

**RESOLUTION NO. 1193-12**  
**Education Code §44263**

**WHEREAS**, the following teacher is the holder of a valid teaching credential and has completed eighteen semester hours of course work or nine semester hours of upper division or graduate coursework in a single subject; and

**WHEREAS**, approval to teach in the designated subject area must be granted by resolution of the governing board of the district on a yearly basis;

**NOW, THEREFORE, BE IT RESOLVED** that the following teacher is authorized to teach the single subject class listed below in accordance with the terms of her respective credential:

Mary Goloff to teach Math

**PASSED AND ADOPTED** by the Board of Trustees of the Chico Unified School District at its regular meeting held **September 19, 2012**, by the following vote:

AYES:

NOES:

ABSENT:

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President

**AGENDA ITEM:**     First Reading of Board Policy 3585, Electronically Stored Information (ESI) and Electronic Mail Policy

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**Prepared by:**     Jason Gregg, Director

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☐ Consent

Board Date     September 19, 2012

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☒ 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**



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

**Board Policy:**

**#3585**

**Section: 3000**

**Business and Non  
Instructional  
Operations  
Page 1 of 1**

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## **ELECTRONICALLY STORED INFORMATION (ESI) AND ELECTRONIC MAIL POLICY**

It shall be the policy of the Chico Unified School District to retain all Electronically Stored Information (ESI), as defined in AR 3585, for a period of four years.

It shall be the policy of the District that the District's Electronic Mail ("e-mail") system is intended to be a medium of communication, and not to be used for the electronic storage of District records. For the District's e-mail system to function as intended, employees must ensure that any District records created or transmitted by e-mail are developed, maintained, and/or disposed of in accordance with applicable law. It shall be the policy of the District that ESI and Electronic Mail shall only be considered to be retained in the ordinary course of business if retained in accordance with BP 3585 and AR 3585. Electronic Mail, as defined in AR 3585, shall be retained in the ordinary course of business for a period of one year after which time such records may be expunged.

However, ESI and Electronic Mail shall be retained for a period longer than those stated above if required by applicable law, regulation or policy. ESI and Electronic mail shall be retained for a longer duration if so required under 5 C.C.R. Section 16020 *et seq.* or as potential evidence in litigation.

*Education Code §35253*

*5 C.C.R. §§16020 – 16027*

*Federal Code of Civil Procedure, Rule 26*

*Federal Code of Civil Procedure, Rule 37(f)*

*California Code of Civil Procedure, § 1985.8, §2016 et seq; §2031 et seq.; Cal. Rule of Court 3.724*

All District records, including ESI and Electronic Mail, shall be developed, maintained, and disposed of in accordance with law and California Department of Education regulations. [Government Code Sections 6250-6270; EC §§ 35145, 35163, 35250-35255, 44031, 49065; 5 CCR §§16020-16027]

Inspection of District disclosable public records must be available to members of the public upon request during office hours. [GC 6252-6253]. The public agency can adopt reasonable rules of access to protect the safety of the records from theft or damage and to prevent inspection from disrupting the operation of the agency (*Bruce v. Gregory* (1967) 65Cal.2d 666)).

Questions concerning Electronic Records should be directed to the Director of Information Technology. Title 5, CCR provides that record retention procedures are to ensure the efficient, reliable and economical management of information. The management of information should be designed to ensure that information is accessible and available while at the same time minimizing the costs and burdens to taxpayers associated with the expense of retaining records that are no longer necessary to the discharge of official business.

Originators and recipients of records are responsible for identifying and saving documents that must be retained in order to comply with Federal, state, or local laws, CUSD policies or directives, or upon notice of possible litigation or E-Discovery.