

# **CUSD Board of Education**

## **Regular Meeting Agenda**

**Chico City Council Chambers**

**March 27, 2013**

**CLOSED SESSION – 5:00 P.M.**

**REGULAR BOARD MEETING – 6:00 P.M.**



## **Board Members**

**Elizabeth Griffin, President**

**Dr. Kathleen Kaiser, Vice President**

**Linda Hovey, Clerk**

**Eileen Robinson, Member**

**Dr. Andrea Lerner Thompson, 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: 3/15/13**

The Chico Unified School District Board of Education welcomes you to this meeting and invites you to participate in matters before the Board.

### **INFORMATION, PROCEDURES AND CONDUCT OF CUSD BOARD OF EDUCATION MEETINGS**

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

#### **CONSENT CALENDAR**

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

#### **STUDENT PARTICIPATION**

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

#### **PUBLIC PARTICIPATON FOR ITEMS ON THE AGENDA (Regular and Special Board Meetings)**

The Board shall give members of the public an opportunity to address the Board either before or during the Board's consideration of each item of business to be discussed at regular or special meetings.

- Speakers will identify themselves and will direct their comments to the Board.
- Each speaker will be allowed three (3) minutes to address the Board.
- In case of numerous requests to address the same item, the Board may select representatives to speak on each side of the item.

#### **PUBLIC PARTICIPATON FOR ITEMS NOT ON THE AGENDA (Regular Board Meetings only)**

The Board shall not take action or enter into discussion or dialog on any matter that is not on the meeting agenda, except as allowed by law. (Government Code 54954.2) Items brought forth at this part of the meeting may be referred to the Superintendent or designee or the Board may take the item under advisement. The matter may be placed on the agenda of a subsequent meeting for discussion or action by the Board.

- Public comments for items not on the agenda will be limited to one hour in duration (15 minutes at the beginning of the meeting and 45 minutes at the end of the meeting).
- Initially, each general topic will be limited to 3 speakers.
- Speakers will identify themselves and will direct their comments to the Chair.
- Each speaker will be given three (3) minutes to address the Board.
- Once 2 speakers have shared a similar viewpoint, the Chair will ask for a differing viewpoint. If no other viewpoint is represented then a 3<sup>rd</sup> speaker may present.
- Speakers will not be allowed to yield their time to other speakers.
- After all topics have been heard, the remainder of the hour may be used by additional speakers to address a previously raised issue.

#### **WRITTEN MATERIAL:**

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

#### **COPIES OF AGENDAS AND RELATED MATERIALS:**

- Available at the meeting
- Available on the website: [www.chicousd.org](http://www.chicousd.org)
- Available for inspection in the Superintendent's Office prior to the meeting
- Copies may be obtained after payment of applicable copy fees

#### **AMERICANS WITH DISABILITIES ACT**

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

Pursuant to Government Code 54957.5, If documents are distributed to board members concerning an agenda item within 72 hours of a regular board meeting, at the same time the documents will be made available for public inspection at the Chico Unified School District, Superintendent's Office located at 1163 East Seventh Street, Chico, CA 95928 or may be viewed on the website: [www.chicousd.org](http://www.chicousd.org).

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

Regular Meeting – March 27, 2013

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

Joanne Parsley, Director

Jim Hanlon, Principal

Jay Marchant, Principal

Debbie Aldred, Principal

Ted Sullivan, Principal

#### **2.2. Liability Claim**

Claimant: #130145

#### **Attending:**

Kelly Staley, Superintendent

Bob Feaster, Asst. Superintendent

Maureen Fitzgerald, Asst. Superintendent

Dave Scott, Asst. Superintendent

#### **2.3. Public Employee Performance Evaluation**

Per Government Code §54957

Title: 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**

- 4.1 Official Skills USA Regional Results (Michael Peck)

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

- 5.1 Superintendent's Award
- 5.2 Donor's Choose (Tino Nava)
- 5.3 2013 CASH/AIACC Leroy F. Greene Design Awards

### **6. ANNOUNCEMENTS**

### **7. ITEMS FROM THE FLOOR**

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

- 8.1. District
- 8.2. CSEA
- 8.3. CUTA

**9. CONSENT CALENDAR****9.1. GENERAL**

- 9.1.1. Consider Approval of Minutes of Regular Session on February 20, 2013, and Special Session on March 6, 2013
- 9.1.2. Consider Approval of Items Donated to the Chico Unified School District

**9.2. EDUCATIONAL SERVICES**

- 9.2.1. Consider Expulsion of Students with the following IDs: 41785, 42335, 50207, 73009
- 9.2.2. Consider Approval of Expulsion Clearance of Students with the following IDs: 43909, 52359, 54019, 61526, 68435, 75817, 75819
- 9.2.3. Consider Approval of the Field Trip Request for Emma Wilson Elementary sixth grade students to attend Environmental Camp at Shady Creek Outdoor School from 4/29/13 to 5/2/13
- 9.2.4. Consider Approval of the Field Trip Request for Neal Dow sixth grade students to attend Environmental Camp at Shady Creek Outdoor School from 4/29/13 to 5/2/13
- 9.2.5. Consider Approval of the Field Trip Request for the Chico High School Journalism/Internet Broadcast Students to Attend the National High School Journalism Convention in San Francisco, CA from 4/24/13 to 4/27/13
- 9.2.6. Consider Approval of the Field Trip Request for the Pleasant Valley High School HECT/FHA-HERO Students to Attend the FHA-HERO State Convention in Ontario, CA from 4/19/13 to 4/23/13
- 9.2.7. Consider Approval of the Field Trip Request for the Pleasant Valley High School English Bard's Club to attend the Shakespeare Festival in Ashland, OR from 4/13/13 to 4/14/13
- 9.2.8. Consider Approval of the Consultant Agreement with Chico Speech and Language Center to Provide Speech and Language Assessments and Therapy
- 9.2.9. Consider Approval of the Adoption of Supplemental Textbook in Welding Courses
- 9.2.10. Consider Approval of a New Course Entitled, "Yearbook Intern"
- 9.2.11. Consider Approval of Alternative School of Choice Self Evaluation of Sierra View Elementary School
- 9.2.12. Consider Approval of Alternative School of Choice Self Evaluation of Hooker Oak Open Structured Classroom School

**9.3. BUSINESS SERVICES**

- 9.3.1. Consider Approval of Accounts Payable Warrants
- 9.3.2. Consider Approval of Monthly Enrollment and ADA Report
- 9.3.3. Consider Approval of the Consultant Agreement with Gallaway Enterprises to provide help in navigating the Clean Water Act permit process and provide mitigation solutions that meet State and Federal Endangered Species Act requirements

**9.4. HUMAN RESOURCES**

- 9.4.1. Consider Approval of Certificated Human Resources Actions
- 9.4.2. Consider Approval of Classified Human Resources Actions

**10. DISCUSSION/ACTION CALENDAR****10.1. BUSINESS SERVICES**

- 10.1.1. Discussion/Action: Budget Update – 2012-13 Second Interim Period Interim Report (Maureen Fitzgerald)

- 10.1.2. Discussion/Action: Resolution No. 1212-13, Authorizing the Issuance of Chico Unified School District (Butte County, California) Election of 2012 General Obligation Bonds, Series A (Maureen Fitzgerald)
- 10.1.3. Discussion/Action: Architectural Services and Facilities Master Planning – Committee Recommendation (Michael Weissenborn)
- 10.1.4. Discussion/Action: Deferred Maintenance Projects: Health & Safety Concerns (Michael Weissenborn)
- 10.2. HUMAN RESOURCES
  - 10.2.1. Discussion/Action: Consider Approval of a Variable Term Waiver Request for an Early Childhood Special Education Certificate for Certificated Special Education Employee Laurie Barranti-Teague (Bob Feaster)
  - 10.2.2. Discussion/Action: Resolution #1211-13, Elimination of Classified Services and Ordering Layoffs in the Classified Service for the 2012-2013 School Year (Bob Feaster)
  - 10.2.3. Information: Initial Bargaining Proposal to Chapter 110 of the California School Employees Association for 2013/14 (Bob Feaster)

**11. ITEMS FROM THE FLOOR**

**12. ADJOURNMENT**

Posted: 03/15/13

:mm

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

At 5:00 p.m. Board President Griffin 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: Griffin, Kaiser, Hovey, Thompson, Robinson

**1.1 Public comment on closed session items**

There were no public comments.

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

Employee Organizations:

CUTA

CSEA, Chapter #110

Representatives:

Kelly Staley, Superintendent

Bob Feaster, Asst. Superintendent

Maureen Fitzgerald, Asst. Superintendent

Dave Scott, Asst. Superintendent

Joanne Parsley, Director

Jim Hanlon, Principal

Jay Marchant, Principal

Debbie Aldred, Principal

Ted Sullivan, Principal

**2.2. Public Employment**

per Government Code §54957

The Board Will Discuss the Renewal of  
Contracts for:

Title: Superintendent

Assistant Superintendent – Business Services

Assistant Superintendent – Human Resources

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

At 6:02 p.m. Board President Griffin called the Regular Meeting to Order.

**3.2 Closed Session Announcements**

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

**3.3 Flag Salute**

At 6:03 p.m. Board President Griffin led the salute to the Flag.

**4. STUDENT REPORTS**

**4.1** At 6:04 p.m. Inspire School of Arts and Sciences students performed a song from their upcoming musical, Chicago.

**4.2** At 6:10 p.m. Shasta Students performed a song from their upcoming musical, Hansel and Gretel.

Board Vice President Kaiser introduced and welcomed 20 visiting secondary teachers from 18 countries.

**5. SUPERINTENDENT'S REPORT**

At 6:20 p.m. BCOE Superintendent Tim Taylor recognized the Pleasant Valley High School Academic Decathlon team as the winners of the Butte County Office of Education Academic Decathlon Competition. Board Member Thompson congratulated CUSD students for their participation at the County Mock Trials. Assistant Superintendent Scott introduced Kristy Haber from the Catalyst who thanked the Board for adopting the Proclamation recognizing February as the National Teen Dating Violence Prevention and Awareness Month. Superintendent Staley congratulated PVHS Swim Coach Christine Lockhart as one of only

**MINUTES**

14 coaches honored in the state with the CIF State 2012-13 Model Coach Award and announced that three CUSD groups were honored at the Chico City Council Meeting last night: 1) Marsh Jr. High Counselor Pam Bodnar and students from both Chico High and Pleasant Valley High were honored for Afripeace, a work project that took place in Rwanda, where students worked with local youth to build bridges between the cultures and promote better understanding of needs on a global basis in hopes for a brighter future for all; 2) CHS Welding Teacher, Ronnie Cockrell and five of his welding students Emily Nava, Danny Meyer, Antonia Piceno, Chase Thompson, Gage Berge, and Allen Hart, were honored for their work in making a water well for use in Tanzania...and then delivering the well to Tanzania and teaching the locals how to install, use and maintain the well; and 3) CUSD students involved in KLEAN who helped persuade the City Council to move forward with a comprehensive secondhand smoke policy for Bidwell Park.

**6. ANNOUNCEMENTS**

At 6:30 p.m. the following announcements were made: The Girls Soccer NSCIF Championship Game is scheduled for Saturday, at 3:00 p.m. The Community Action Summit to change the culture of drug and alcohol abuse in Chico will meet on Friday, February 22, 10:00-4:00pm at the CSUC, BMU. CUTA is holding a Pancake Breakfast at Parkview Elementary on March 2.

**7. ITEMS FROM THE FLOOR**

At 6:31 p.m. A parent addressed the Board about the positives of sports and the hope that Measure E funds will be used to support the program. Board Members encouraged interested parents and public to attend the upcoming community meetings regarding use of Measure E funds.

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

At 6:36 p.m. the Board received reports from employee groups regarding negotiations from Kevin Moretti for CUTA, Bob Feaster for the District, and Susie Cox for CSEA.

**9. CONSENT CALENDAR**

At 6:42 p.m. Board President Griffin asked if anyone would like to pull a Consent Item for further discussion. No items were pulled. Board Vice President Kaiser moved to approve the Consent Items; seconded by Board Member Robinson.

**9.1. GENERAL**

9.1.1. The Board approved the minutes of Regular Session on January 23, 2013, and Special Session on February 6, 2013

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

<b>Donor</b>	<b>Item</b>	<b>Recipient</b>
Quadco Printing/Lundberg	Folders @ \$800.00	Chico Unified Schools
Family Farms		
Sue Delgado	\$100.00	Chapman Elementary
Laurie Bradshaw	\$100.00	Chapman Elementary
Dr. B. Scott Hood	\$100.00	Citrus Elementary
Citrus PTA	\$100.00	Citrus Elementary
Mom's Restaurant	\$1,302.00	Citrus Elementary
PG&E Corp. Foundation	\$210.00	Emma Wilson Elementary
Emma Wilson PTA	Signs & Installation @	Emma Wilson Elementary
	\$228.44	
	Display Case & Installation	
	@ \$989.98	
	Music Program @ \$258.94	
	\$4,800.00	
Monique & Michel Brand	\$100.00	Emma Wilson Elementary

**MINUTES**

William & Antonette Vanasek	\$75.00	Shasta Elementary
Erica & Robert Borello	\$100.00	Sierra View Elementary
Matsom & Isom	\$300.00	Sierra View Elementary
Donna Houston	\$75.00	Bidwell Jr. High
PG&E Corp. Foundation/James McLain	\$60.00	Marsh Jr. High
MJHS PTSO	\$150.00	Marsh Jr. High

**9.2. EDUCATIONAL SERVICES**

- 9.2.1. The Board approved the Expulsion of Students with the following IDs: 56472, 61417, 61748, 77207
- 9.2.2. The Board approved the Expulsion Clearances of Student with the Following ID: 43538
- 9.2.3. The Board approved the Field Trip Request for the Pleasant Valley High School HECT/Prostart Teams to Attend the CA Restaurant Association Prostart Competition in Pasadena, CA from 3/15/13 to 3/16/13

**9.3 BUSINESS SERVICES**

- 9.3.1. The Board approved the Accounts Payable Warrants
- 9.3.2. The Board approved the Monthly Enrollment and ADA Report
- 9.3.3. The Board approved the 2011-12 Independent Audit Report
- 9.3.4. The Board approved the Chico State University, Chico Student Teaching Agreement

**9.4 HUMAN RESOURCES**

- 9.4.1. The Board approved the Certificated Human Resources Actions

**Appointments 2012/13**

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Comment</u>	<u>Estimated Annual District Cost</u>
Burton, Beth	Secondary	2/1/13-6/6/13	0.2 Temporary Appointment	\$13,671
Volk, Stefanie	Secondary	2/14/13-6/6/13	0.2 Temporary Appointment	\$8,762

**Retirements/Resignations**

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Comment</u>
Acain, Janet	Elementary	6/7/2013	Retirement
Foreman, Jeanne	Elementary	6/7/2013	Retirement
Lasagna, Stacey	Elementary	2/28/2013	Resignation
Slattery, Lorraine	Counselor	6/7/2013	Retirement
	Fine Arts		

**Leave Request**

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Comment</u>
DeLuna, Amy	Secondary	2/11/13-3/22/13	1.0 FTE Child Care Leave

**Employees moving from Temporary to Probationary Status**

<u>Employee</u>	<u>Assignment</u>	<u>FTE</u>	<u>Comment</u>
Nielsen, Erin	Elementary	1.0	Probationary 1

## MINUTES

**Coaching**

<u>Employee</u>	<u>Assignment</u>	<u>School</u>	<u>Comment</u>
Bruchler, Kirk	JV Baseball Coach	CHS	Resigned
Burton, Beth	Assistant JV Track Coach	PVHS	Appointment
Carriere, Luke	JV Baseball Coach	PVHS	Appointment
Haley, Bill	JV Baseball Coach	PVHS	Resigned
Lema, Erik	JV Baseball Coach	CHS	Appointment
Simon, Russ	Assistant JV Track Coach	PVHS	Resigned

**9.4.2.** The Board approved the Classified Human Resources Actions

<b>ACTION NAME</b>	<b>CLASS/LOCATION/ ASSIGNED HOURS</b>	<b>EFFECTIVE</b>	<b>COMMENTS/ PRF #/ FUND/ RESOURCE</b>	<b>POSITION COST @ Step 1 + Red Plan Medical + Qualifyin g Dental/ Vision</b>
<b>APPOINTMENTS</b>				
Bishop, Teresa	IPS-Healthcare/ Marigold/4.5	2/12/2013	Existing Position/ 206/ Special Ed/6500	18847.50
Brum, Jessica	IPS-Healthcare/ BJHS/3.5	2/5/2013	Vacated Position/ 141/ Special Ed/6500	14813.06
Chivichon, Brenda	IPS-Classroom/ CHS/6.0	2/11/2013	Vacated Position/ 184 /Special Ed/6500	25886.52
Coats, Jacqueline	Cafeteria Assistant/ Bakery/2.0	2/1/2013	New Position/213/ Nutrition/0000	7674.16
Coffey, Dorothy	Cafeteria Assistant/ BJHS/2.0	2/4/2013	Vacated Position/ 264/ Nutrition/ 5310	7674.16
Cook, Rosalyn	Cafeteria Assistant/ CCDS/2.0	2/4/2013	Vacated Position/199/ Nutrition/5310	7650.24
Coupé, Kendra	Health Assistant/ McManus/6.0	2/11/2013	Vacated Position/180/ General/1105	25963.68
Dorn, Kayla	Cafeteria Assistant/ CHS/2.0	1/22/2013	Vacated Position/178/ Nutrition/5310	7674.16
Grap, Thomas	IA-Special Education/ CHS/5.0	2/5/2013	Vacated Position/62/ Special Ed/6500	20172.08
Harwick, Jr, Alvin	IA-Special Education/ CHS/2.5	2/5/2013	Vacated Position/61/ Special Ed/6500	10778.62

**MINUTES**

Jenkins, Elise	Instructional Assistant/ Sierra View/2.0	2/7/2013	Vacated Position/204/ General/0000	8068.88
Ludlow, Debra	IPS-Healthcare/Forest Ranch/6.0	2/4/2013	New Position/162/ Special Ed/6500	25655.04
Mayhugh, Nicole	IPS-Classroom/ Rosedale/3.5	2/11/2013	Vacated Position/218/ Special Ed/6500	14813.06
Metzger, Gina	IPS-Classroom/ Chapman/4.0	1/31/2013	New Position/165/ Special Ed/6500	16137.64
Simmons, Kristine	IPS-Healthcare/Loma Vista/4.0	2/4/2013	New Position/164/ Special Ed/6500	16137.64
Smithson, Birgitta	IA-Special Education/ Citrus/5.0	2/19/2013	Vacated Position/211/ Special Ed/6500	20172.08
Stratton, Marin	Cafeteria Assistant/ Emma Wilson/2.3	1/22/2013	Vacated Position/169/ Nutrition/5310	8409.70
Whitworth, Rachelle	IPS-Classroom/ Parkview/6.0	2/4/2013	Vacated Position/185/ Special Ed/6500	25886.52

**LEAVES OF ABSENCE**

Carson, Kerry	Cafeteria Assistant/ PVHS/4.0	1/19/2013- 3/1/2013	Per CBA 5.1
Johnson, Glen	IA-Special Education/ Citrus/2.8	1/2/2013- 6/6/2013	Part-time per CBA 5.12
Luallen, Terrie	Cafeteria Satellite Manager/Emma Wilson/6.9	1/2/2013- 2/15/2013	Per CBA 5.1
Pahlka, Carmen	IPS-Healthcare/ Rosedale/1.2	2/5/2013- 5/23/2013	Part-time per CBA 5.12
Whitehead, Sofia	IA-Bilingual/CHS/4.0, 1.0, 1.0	1/19/2013- 7/16/2013	Per CBA 5.2.9

**RESIGNATIONS/TERMINATIONS**

Employee holding position #207058	Campus Supervisor/ MJHS/1.0	1/29/2013	Released during Probation
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**RESIGNED ONLY THIS POSITION**

Bishop, Teresa	IPS-Healthcare/ Marigold/4.0	2/11/2013	Increase in Hours
Mayhugh, Nicole	IPS-Classroom/Loma Vista/2.0	2/10/2013	Increase in Hours
Smithson, Birgitta	IA-Special Education/ BJHS/3.5	2/18/2013	Increase in Hours

**(Consent Vote)**

AYES: Griffin, Kaiser, Hovey, Thompson, Robinson

NOES: None

ABSENT: None

## MINUTES

**10. DISCUSSION/ACTION CALENDAR****10.1. EDUCATIONAL SERVICES****10.1.1. Information: Chico High School Agriculture: Water Drilling in Africa**

At 6:43 p.m. The Board received information on the Chico High School Agriculture Water Drilling Project in Africa from three CHS agriculture students and teacher Ronnie Cockrell. They presented a PowerPoint and explained how they were given the opportunity to travel to Africa to assist in installing a water drilling device made by the CHS Agriculture students. In addition, the students were able to train locals how to use and maintain the well.

**10.2. BUSINESS SERVICES****10.2.1. Information: 2012-13 Monthly Cash Flow Report**

At 7:05 p.m. Assistant Superintendent Fitzgerald presented information on the 2012-13 Monthly Cash Flow Report.

**10.3. HUMAN RESOURCES****10.3.1. Discussion/Action: Appointment of Governing Board Nominee to Personnel Commission**

At 7:06 p.m. Assistant Superintendent Feaster presented information regarding the Personnel Commission. Board Member Robinson made a motion to approve Gloria Bevers as the Governing Board Nominee to the Personnel Commission; seconded by Board President Griffin.

AYES: Griffin, Kaiser, Hovey, Thompson, Robinson

NOES: None

ABSENT: None

**10.3.2. Information: Initial Proposal from the Chico Unified Teachers Association (CUTA) to the Chico Unified School District for Annual Reopeners for 2013/2014**

At 7:07 p.m. Assistant Superintendent Feaster presented information on the Initial Proposal from the Chico Unified Teachers Association (CUTA) to the Chico Unified School District for Annual Reopeners for 2013/2014.

**10.3.3. Information: Initial Proposal from the Chico Unified School District to the Chico Unified Teachers Association (CUTA) for Annual Reopeners for 2013/2014**

At 7:12 p.m. Assistant Superintendent Feaster presented information on the Initial Proposal from the Chico Unified School District to the Chico Unified Teachers Association (CUTA) for Annual Reopeners for 2013/2014.

**10.3.4. Discussion/Action: Resolution 1205-13, Elimination of Classified Services and Ordering Layoffs in the Classified Service for the 2012-13 School Year**

At 7:17 p.m. Assistant Superintendent Feaster presented information on Resolution 1205-13. Board Member Thompson moved to approve Resolution 1205-13; seconded by Board Vice President Kaiser.

AYES: Griffin, Kaiser, Hovey, Thompson, Robinson

NOES: None

ABSENT: None

**10.3.5. Discussion/Action: Resolution 1206-13, Release/Non-Reelection of Temporary Certificated Employees**

At 7:22 p.m. Assistant Superintendent Feaster presented information on Resolution 1206-13. Board Vice President Kaiser moved to approve Resolution 1206-13; seconded by Board Member Robinson.

AYES: Griffin, Kaiser, Hovey, Thompson, Robinson

NOES: None

ABSENT: None

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MINUTES

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**10.3.6. Discussion/Action: Resolution 1207-13, Reduction in Certificated Staff Due to Reduction or Elimination of Particular Kinds of Service**

At 7:27 p.m. Assistant Superintendent Feaster presented information on Resolution 1207-13. Board Vice President Kaiser moved to approve Resolution 1207-13; seconded by Board Members Robinson and Thompson.

AYES: Griffin, Kaiser, Hovey, Thompson, Robinson

NOES: None

ABSENT: None

**10.3.7. Discussion/Action: Resolution 1208-13, Non-Reelection of Probationary Certificated Employees**

At 7:33 p.m. This item was removed from the agenda.

**10.3.8. Discussion/Action: Resolution 1209-13, Concerning Order of Seniority of Certificated Employees First Rendering Paid Probationary Service on the Same Day**

At 7:34 p.m. Assistant Superintendent Feaster presented information on Resolution 1209-13. Board Member Thompson moved to approve Resolution 1209-13; seconded by Board Vice President Kaiser.

AYES: Griffin, Kaiser, Hovey, Thompson, Robinson

NOES: None

ABSENT: None

**11. ITEMS FROM THE FLOOR**

At 7:35 p.m. Board Vice President Kaiser encouraged attendance to the Space Exploration exhibit at the CSU, Chico Museum.

**12. BOARD MEMBER SUGGESTIONS FOR FUTURE AGENDA ITEMS**

At 7:36 p.m. The Board agreed to place the suggested future agenda item on the April 3, 2013, Special Board meeting.

**13. ADJOURNMENT**

At 7:50 p.m. Board President Griffin adjourned the meeting.

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APPROVED:

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Board of Education

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Administration

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

At 5:00 p.m. Board President Griffin 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: Griffin, Hovey, Thompson, Robinson

Absent: Kaiser

**2. CONSENT CALENDAR**

At 5:01 p.m. Board President Griffin asked if anyone would like to pull a Consent Item for further discussion. No Items were pulled. Board Member Robinson moved to approve the Consent Items; seconded by Board Member Thompson. Board Members thanked Maureen Fitzgerald for her service and wished her well.

**2.1. EDUCATIONAL SERVICES**

- 2.1.1. The Board approved the Expulsion Clearance of Students with the Following IDs: 52419, 60209, 72439, 74662
- 2.1.2. The Board approved the Field Trip Request for the PVHS Academic Decathlon Team to attend the State Competition in Sacramento, CA from 3/14/13 to 3/17/13
- 2.1.3. The Board approved the Field Trip Request for CTE students to attend the SkillsUSA State Leadership and Skills Conference in San Diego, CA from 4/4/13 to 4/7/13
- 2.1.4. The Board approved the Field Trip Request for Marsh Jr. High Peer Mediators to attend a Holocaust Speaker Presentation in Mendocino, CA from 4/14/13 to 4/15/13
- 2.1.5. The Board approved the Field Trip Request for the Pleasant Valley High School Mock Trial Team to attend the State Mock Finals in Riverside, CA from 3/21/13-3/24/13
- 2.1.6. The Board approved the 2013-14 E-Rate Internal Connections and Telecommunications Recommendations

**2.2. BUSINESS SERVICES**

- 2.2.1. The Board approved the Certificated Human Resources Actions

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Comment</u>
<b><u>Non-Reelection of Temporary Psychologist</u></b>			
Allen, Joanna	Psychologist	6/30/2013	0.10 FTE Temporary Assignment
Hoe, Tonja	Psychologist	6/30/2013	0.45 FTE Temporary Assignment
Lee, Linda	Psychologist	6/30/2013	0.40 FTE Temporary Assignment
Lampkin, Rosann	Psychologist	6/30/2013	0.15 FTE Temporary Assignment
Stager, Linda	Psychologist	6/30/2013	0.35 FTE Temporary Assignment
Quinto, Terry	Psychologist	6/30/2013	0.80 FTE Temporary Assignment

- 2.2.2. The Board approved the Classified Human Resources Actions

<u>ACTION NAME</u>	<u>CLASS/LOCATION/ASSIGNED HOURS</u>	<u>EFFECTIVE</u>	<u>COMMENTS/PRF #/FUND/ RESOURCE</u>
<b><u>RESIGNATION/TERMINATION</u></b>			
Fitzgerald, Maureen	Asst Superintendent-Business Services/Business Office/8.0	6/30/2013	Voluntary Resignation

**2.3. GENERAL**

- 2.3.1. The Board approved the recommendation that Peter Milbury be added to the Measure E Citizens' Oversight Committee

**(Consent Vote)**

AYES: Griffin, Hovey, Thompson, Robinson

NOES: None

ABSENT: Kaiser

**MINUTES****3. DISCUSSION/ACTION CALENDAR****3.1. BUSINESS SERVICES****3.1.1. Discussion/Action: Varley Gym at Pleasant Valley High School – Gym Floor and Bleacher Replacement**

At 5:03 p.m. Director Randy Salado explained the history of problems and current condition of the 36-year old gym floor at Pleasant Valley High School and the need for replacement of both the gym floor and the bleachers due to health and safety issues. Director Michael Weissenborn explained to the Board the processes and timelines necessary to make the least impact on the students at the school site. Board Members shared concerns with using Measure E funds without public input. Board President Griffin made a motion to approve Item 3.1.1. with the stipulation that contingency funding from Measure A or existing maintenance funds be reviewed for use before using Measure E funds. Board Member Robinson proposed a friendly amendment to not limit the funds to Measure A or existing maintenance funds, but to look at all funding before use of Measure E funds. Board President Griffin accepted the Friendly Amendment. Board Member Robinson seconded the motion with the friendly amendment. Board Member Thompson asked for further discussion. With Board Agreement, Board President Griffin amended the motion to authorize moving forward with the demolition of the gym floor and bleachers at Pleasant Valley High School's Varley Gym with the stipulation that all other sources of funding be reviewed for use rather than using Measure E funds, and if no other funds are found, projected estimates for replacement costs will be brought to the Board on March 27 before proceeding.

AYES: Griffin, Hovey, Thompson, Robinson

NOES: None

ABSENT: Kaiser

**3.2. EDUCATIONAL SERVICES****3.2.1. Discussion/Action: Charter Review Committee Recommendation – Wildflower Open Classroom**

At 5:37 p.m. Director John Bohannon presented information on the Charter Review Committee Recommendation and on Resolution 1210-13. Board Member Thompson moved to approve the renewal of the Wildflower Open Classroom Charter petition per Resolution 1210-13; seconded by Board Clerk Hovey.

AYES: Griffin, Hovey, Thompson, Robinson

NOES: None

ABSENT: Kaiser

**3.2.2. Information: Update on CUSD High Schools Efforts to Ensure Students are College Ready**

At 5:46 p.m. Director John Bohannon presented on overview of information to be presented regarding CUSD High School efforts to ensure students are prepared for success in the 21<sup>st</sup> Century. High school principals John Shepherd, Jim Hanlon, Eric Nilsson, and Dave McKay and staff members Barbara Bertapelle, Ryan Parker, Deanne Holen, Amy Besnard, Christine Callace, Brian Boyer, and Scott Gunderson shared AP and IB data, ACT/SAT data, student achievement on the EAP test, and discussed programs in place to help all students.

**4. BOARD MEMBER SUGGESTIONS FOR FUTURE AGENDA ITEMS****4.1. Review Board Policy 5144, Discipline, for possible language changes**

At 7:01 p.m. Board Member Robinson explained why she would like to review Board Policy 5144. After discussion, the Board deferred the decision regarding placing Board Policy 5144, Discipline, on a future agenda, until after they have received a report regarding programs in place from Assistant Superintendent Scott and the Educational Services department and after the Board's goal setting meeting.

At 7:20 p.m. Board President Griffin announced the Board was moving into Closed Session.

**5. CLOSED SESSION****5.1. Public comment on closed session items**

There were no public comments on closed session items.

**5.2. Update on Labor Negotiations**

Employee Organizations:

CUTA

CSEA, Chapter #110

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MINUTES

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Representatives:

Kelly Staley, Superintendent  
Bob Feaster, Asst. Superintendent  
Maureen Fitzgerald, Asst. Superintendent  
Dave Scott, Asst. Superintendent  
Joanne Parsley, Director  
Jim Hanlon, Principal  
Jay Marchant, Principal  
Debbie Aldred, Principal  
Ted Sullivan, Principal

**5.3. Conference with Real Property Negotiators**

Per Government Code §54956.8  
APN # 002-190-021, Concerning price  
Agency's Negotiator: Michael Weissenborn;  
Negotiations concerning buying mitigation  
credits to get property permitted with the Army  
Corps of Engineers

Attending:  
Kelly Staley, Superintendent  
Bob Feaster, Asst. Superintendent  
Maureen Fitzgerald, Asst. Superintendent  
Dave Scott, Asst. Superintendent  
Michael Weissenborn  
Julie Kistle

**5.4. Liability Claim**

Claimant: #120153

Attending:  
Kelly Staley, Superintendent  
Bob Feaster, Asst. Superintendent  
Maureen Fitzgerald, Asst. Superintendent  
Dave Scott, Asst. Superintendent

**5.5. Public Employee**

**Discipline/Dismissal/Release**  
Per Government Code §54957

Attending:  
Kelly Staley, Superintendent  
Bob Feaster, Asst. Superintendent  
Maureen Fitzgerald, Asst. Superintendent  
Dave Scott, Asst. Superintendent  
Kristen Lindgren, Attorney at Law

**5.6. Public Employment**

Per Government Code §54957  
The Board Will Discuss the Renewal of  
Contracts for:  
- Superintendent  
- Asst. Superintendent, Human Resources

**6. ADJOURNMENT**

At 8:34 p.m. Board President Griffin reported that the Board had been in Closed Session and had the following to report: Item 5.2., there was nothing to report; Item 5.3., there was nothing to report; Item 5.4., the Board voted unanimously to deny Claim #120153; Item 5.5., the Board voted unanimously to approve the settlement agreement, but noted the other party had yet to agree; Item 5.6., there was nothing to report.

At 8:35 p.m. Board President Griffin adjourned the meeting.

:mm

APPROVED:

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Board of Education

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Administration

## DONATIONS/GIFTS

9.1.2.  
Page 1 of 1

Donor	Item	Recipient
Sue Warwick	37 Books @ \$498.00	Chapman Elementary
Emma Wilson PTA	Playground Equipment @ \$289.74	Emma Wilson Elementary
	\$2,670.75 for Environmental School	
Mary White	45 stones for walking path @ \$360.00	Emma Wilson Elementary
Robertson Erickson Civil Engineers and Surveyors	\$100.00	Emma Wilson Elementary
Noble Orchards	4 bushels of Apples @ \$236.00	Hooker Oak School
A Class Academy	\$350.00	Hooker Oak School
Michael Scott	Valentine Cards @ \$10.00 & \$20.00 Cash	Hooker Oak School
A Class Academy	\$700.00	Bidwell Jr. High
MJHS PTSO	\$150.00	Marsh Jr. High
PG&E / James McLain	\$30.00	Marsh Jr. High
PG&E / Laird Oelrichs	\$250.00	Marsh Jr. High
Anderson's Orchards	Paper Filters Qualitative @ \$75.00	Chico High
Bethany Almonrode-Rosario	1 Microscope & Accessories @ \$1,000	Chico High
Dee Ann Willson	Clear Glass @ \$250.00	Chico High
Truist Comprehensive Distribution	\$180.00	Pleasant Valley High
Chico Running Club	\$5,000.00	Pleasant Valley High
Daniel Thomas	\$660.00	Pleasant Valley High
Faringer Family - Subway	\$1,000.00	Pleasant Valley High
Cliff Taylor	\$2,000.00	Fair View High

**PROPOSED AGENDA ITEM:** Field trip Request - Emma Wilson Elementary School

**Prepared by:** Kimberly Rodgers, Principal

☒ Consent

**Board Date** March 27, 2013

☐ Information Only

☐ Discussion/Action

### **Background Information**

Sixth Grade students from Emma Wilson Elementary School will be attending Environmental Camp at Shady Creek, California for four days and three nights. The dates are April 29-May 2, 2013.

### **Education Implications**

The camp program is consistent with our educational goals and objectives in 6th grade. The program focuses on Earth Science Standards in the area of eco systems, ecology, environment, living resources and energy biomes. The camp provides hands on and enrichment experiences with Earth Science content.

### **Fiscal Implications**

The fee per camper is approximately \$250. Student tuition, transportation, food, nurse and teacher stipends are included in this fee. Funds for Environmental Camp will be covered by the 6th grade account. The money in this account will be raised by fund-raising or donations.

### **Additional Information**

Students will be housed in cabins with CUSD High school students and Chico State University students serving as cabin counselors. The ratio of counselors to students will be 7:1 boys and 9:1 girls. Emma teachers will be teaching the content, with the support of the Shady Creek Naturalists.

**CHICO UNIFIED SCHOOL DISTRICT**

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

9.2.3.  
Page 2 of 2

**FIELD TRIP REQUEST****TO: CUSD Board of Education****Date:** February 28, 2013**FROM:** Kimberly Rodgers**School/Dept.:** Emma Wilson Elementary**SUBJECT: Field Trip Request**Request is for 6<sup>th</sup> gradeDestination: Shady Creek Outdoor School Activity: Environmental Campfrom 4/29/13 @ 7:45 AM to 5/2/13 @ 2:10 PM  
(dates) / (times) (dates) / (times)Rationale for Trip: Meets 6<sup>th</sup> grade science standardsNumber of Students Attending: 99 Teachers Attending: 3 Parents Attending: 0Student/Adult Ratio: 33/1Transportation: Private Cars X CUSD Bus X Charter Bus Name \_\_\_\_\_

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

**All requests for bus or charter transportation must go through the transportation department - NO EXCEPTIONS.****ESTIMATED EXPENSES:**Fees \$ 21,500.00 Substitute Costs \$ \_\_\_\_\_ Meals \$ 500  
Lodging \$ 0 Transportation \$ 1,200.00 Other Costs \$ 2,800.00**ACCOUNT NAME(S), NUMBER(S) and AMOUNT(S):**Name Shady Creek Acct. #: 01-9024-0-1110-1000-5800-250-1250 \$ 21,000Name transportation Acct. #: 01-9024-0-1110-1000-5722-250-1250 \$ 1,200Kimberly Rodgers 2/28/13  
Requesting Party DateKimberly Rodgers 2/28/13  
Site Principal Date[Signature] 3/1/13  
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] 3-5-13  
Director of Educational Services Date☒ Recommend ☐ Not Recommended  
☐ Approved ☐ Not Approved

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

**AGENDA ITEM:** Request approval for Neal Dow 6<sup>th</sup> grade environmental camp at Shady Creek Environmental School

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**Prepared by:** Marilyn Rees

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☒ Consent

**Board Date** March 27, 2013

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☐ Information Only

☐ Discussion/Action

**Background Information**

Neal Dow 6<sup>th</sup> grade teachers and students have attended the Shady Creek Environmental School program for the last 3 years. We are requesting permission to attend this camp from April 29<sup>th</sup> through May 2<sup>nd</sup> of 2013.

**Educational Implications**

This environmental school correlates with the 6<sup>th</sup> grade science standards.

**Fiscal Implications**

There are no fiscal implications to the district budget. The Neal Dow PTA, parents and students have raised the funding for this trip.

**CHICO UNIFIED SCHOOL DISTRICT**1163 East Seventh Street  
Chico, CA 95928-5999  
(530) 891-30009.2.4.  
Page 2 of 2**FIELD TRIP REQUEST****TO: CUSD Board of Education****Date:** March 3, 2013**FROM:** Anne McLean and Kelly King**School/Dept.:** Neal Dow Elementary**SUBJECT: Field Trip Request**Request is for Neal Dow 6<sup>th</sup> graders

(grade/class/group)

Destination: Shady CreekActivity: Environmental Campfrom April 29, 2012

(dates) / (times)

to May 2, 2013

(dates) / (times)

Rationale for Trip: Outdoor education as prescribed in CUSD Science StandardsNumber of Students Attending: 65 Teachers Attending: 2 Parents Attending: 0Student/Adult Ratio: 6:1 with  
counselorsTransportation: Private Cars x CUSD Bus x Charter Bus Name \_\_\_\_\_

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

**All requests for bus or charter transportation must go through the transportation department - NO EXCEPTIONS.****ESTIMATED EXPENSES:**Fees \$ 13,000.00 Substitute Costs \$ 0 Meals \$ 0Lodging \$ 0 Transportation \$ 1,500.00 Other Costs \$ 1,000 stipends**ACCOUNT NAME(S), NUMBER(S) and AMOUNT(S):**Name PTA Acct. #: Tri-counties 066412003 \$ 15,500.00

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

Anne M. McLean

Requesting Party

Date

3/4/2013M. Rees

Site Principal

Date

3/4/2013

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**Jan. Paly

Director of Educational Services

Date

3-5-13

Recommend



Not Recommended



Approved



Not Approved

Board Action

Date

**PROPOSED AGENDA ITEM:** JEA/NSPA National High School Journalism Convention

**Prepared by:** Gary Loustale/Laura Carey

☒ Consent

**Board Date** March 27, 2013

☐ Information Only

☐ Discussion/Action

### **Background Information**

The National High School Journalism Convention is a semi-annual gathering of high school journalists and advisers sponsored by The National Scholastic Press Association and its partner, The Journalism Education Association. The associations partner to prepare nearly 400 practical and professional learning sessions, from high profile keynotes to specific, problem-solving breakouts, hands-on workshops and discussion groups.

This year, the convention will be held in San Francisco from April 24, 2013 through April 27, 2013.

### **Education Implications**

With a typical attendance of more than 4,000 delegates, the JEA/NSPA Convention has become the place to seek solutions to the most challenging publishing and broadcasting problems, share and celebrate success stories, see what's new in the media marketplace, discover trends and network with students and advisers from throughout the United States. Students from Laura Carey's Journalism class and students from Gary Loustale's Internet Broadcast class were given the opportunity to attend. Twelve students were interested in going.

### **Fiscal Implications**

ROP will cover all costs for the students attending and CHS will cover the costs for the two advisers.

**CHICO UNIFIED SCHOOL DISTRICT**

1163 East Seventh Street  
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(530) 891-3000

9.2.5.  
Page 2 of 2

**FIELD TRIP REQUEST****TO: CUSD Board of Education****Date:** March 12, 2013**FROM:** Gary Loustale/Laura Carey**School/Dept.:** Chico High School**SUBJECT: Field Trip Request**

Request is for Journalism/Internet Broadcast students to attend JEA/NSPA Conference  
(grade/class/group)

Destination: San Francisco, CA Activity: National High School Journalism Conventic

from April 24, 2013 / 7 a.m. to April 27, 2013 / 9 p.m.  
(dates) / (times) (dates) / (times)

Rationale for Trip: A great opportunity for students and advisers to meet with  
other Journalism students and advisers from all over the United States to seek  
solutions to the most challenging publishing and broadcasting problems. Practical and  
professional learning sessions are offered.

Number of Students Attending: 12 Teachers Attending: 2 Parents Attending: 0

Student/Adult Ratio: 6:1

Transportation: Private Cars \_\_\_\_\_ CUSD Bus \_\_\_\_\_ Charter Bus Name \_\_\_\_\_  
Other: Rental Car

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

**ESTIMATED EXPENSES:**

240.00/Advisers \$160/Advisers  
Fees \$ 1,455.00/Students Substitute Costs \$ 160.00/teacher Meals \$ \$400/Students  
Lodging \$ 1,563.87/Advisers  
2,345.81/Students Transportation \$ 400.00 Other Costs \$ \_\_\_\_\_

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

Name Teacher Quality Training Acct. #: 01-4035-0-1110-010-2010 \$ 2,523.87

Name R.O.P. Acct. #: \_\_\_\_\_ \$ 4,360.81

Gary Loustale Laura Carey  
Requesting Party

3-13-13  
Date

J. J. Hamble  
Site Principal

3/13/13  
Date

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

n/a  
Director of Transportation

\_\_\_\_\_  
Date

**IF MAJOR FIELD TRIP**

[Signature]  
Director of Educational Services

3-13-13  
Date

☒ Recommend ☐ Not Recommended

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

\_\_\_\_\_  
Date

☐ Approved ☐ Not Approved

PROPOSED AGENDA ITEM:

Field Trip for FHA-HERO State Convention

Prepared by: Priscilla Burns

☒ Consent

Board Date March 27, 2013

☐ Information Only

☐ Discussion/Action

**Background Information**

Annually the FHA-HERO career and technical students organization attends the state convention. The purpose includes career development, regional meetings, install a regional officer, compete in state level finals and attend leadership workshops. Students will leave on Friday, April 19 and be gone until Tuesday, April 23.

**Education Implications**

Students have the opportunity attend workshops, compete, network with like minded students within their career interest, attend field trips and listen to national level keynote speakers. This conference is sponsored by the California Department of Education and is standards-based.

**Fiscal Implications**

Students have worked hard to raise funds to attend. Funds are already raised and being held in the ASB/PVHS Account under the FHA-HERO group.

Please complete this form for All ASB field trips, camps, & conferences whether or not there are any expenses incurred. Please complete fill-in form on your personal computer before printing and submit to Lance Brogden or Pam Jackson.

# CHICO UNIFIED SCHOOL DISTRICT

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

9.2.6.

Page 2 of 2

## FIELD TRIP REQUEST

**TO: CUSD Board of Education**

**Date:** 02/05/13

**FROM:** Priscilla Burns

**School/Dept.:** PVHS/HECT/FHA-HERO

**SUBJECT: Field Trip Request**

Request is for FHA-HERO CTSO Co-curricular, Grade 9-12

(grade/class/group)

Destination: Ontario, CA

Activity: FHA-HERO State Convention.

from 04/19/13 / 9:00 pm

(dates) / (times)

to 4/23/13

/ 9:00 pm

(dates) / (times)

Rationale for Trip: career development, standards based competition, leadership activity, workshops  
Field Trips, keynote speakers and state finals for competitions

Number of Students Attending: 25 Teachers Attending: 1 Parents Attending: 3

Student/Adult Ratio: 6:1

Transportation: Private Cars \_\_\_\_\_ CUSD Bus \_\_\_\_\_ Charter Bus Name x Lassen  
Other: \_\_\_\_\_

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

### ESTIMATED EXPENSES:

Fees \$ 3,000 Substitute Costs \$ 300 Meals \$ 200

Lodging \$ 2,500 Transportation \$ 5,500 Other Costs \$ 500

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

Name ASB/FHA-HERO/Prostart Acct. #: ASB/PVHS \$ 11,000

Name Perkins Acct. #: 0135500380310000202020 \$ 1,000

Priscilla Burns

Requesting Party

02/03/13

Date

[Signature]  
Site Principal

1/11/13  
Date

☐

Approve/Minor

☐

Do not Approve/Minor

or

or

Recommend/Major

Not Recommended/Major

(If transporting by bus or Charter)

[Signature]  
Director of Transportation

2/13/13  
Date

### IF MAJOR FIELD TRIP

[Signature]  
Director of Educational Services

02/01/13  
Date

☒

Recommend

☐

Not Recommended

☐

Approved

☐

Not Approved

Board Action

Date

PROPOSED AGENDA ITEM: Bard's Club field trip to Ashland Shakespeare Festival

Prepared by: Amy Besnard

☒ Consent

Board Date March 27, 2013

☐ Information Only

☐ Discussion/Action

### **Background Information**

Each year I take a group of students, parents, and teachers to the Ashland Shakespeare Festival. The trip, which does not require students to miss school, has always been a tremendous success. This year's Bard's Club is eager to see some classics in action.

### **Educational Implications**

Students will view the classic King Lear by William Shakespeare as well as My Fair Lady, an adaptation of Pygmalion. Students will likely study King Lear their senior year, so these performances provide a unique educational opportunity to see these plays performed live. In addition, students will attend a workshop to learn background information to prepare them for the King Lear performance.

### **Fiscal Implications**

The cost of the trip is club funded. Donations are being used to off-set costs.

Please complete this form for All ASB field trips, camps, & conferences whether or not there are any expenses incurred. Please complete fill-in form on your personal computer before printing and submit to Lance Brogden or Pam Jackson.

# CHICO UNIFIED SCHOOL DISTRICT

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

9.2.7.

Page 2 of 2

## FIELD TRIP REQUEST

**TO: CUSD Board of Education**

**Date:** 03/01/13

**FROM:** Amy Besnard

**School/Dept.:** PVHS/English

**SUBJECT: Field Trip Request**

Request is for Bard's Club

(grade/class/group)

Destination: Ashland, Oregon

Activity: attend Shakespeare Festival

from 04/13/13 / 9:00 am  
(dates) / (times)

to 4/14/13 / 8:00 pm  
(dates) / (times)

Rationale for Trip: To expose students to live performances of some of the greatest pieces of "classic" literature (King Lear and My Fair Lady) and attend an educational Prologue.

Number of Students Attending: 27 Teachers Attending: 5 Parents Attending: 13

Student/Adult Ratio: 2:1

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 \$ 61 Substitute Costs \$ 0 Meals \$ 40

Lodging \$ 20 Transportation \$ 15 Other Costs \$ 0

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

Name Bard's Club Acct. #: 1232 \$ \_\_\_\_\_

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

Requesting Party Amy Besnard

Date 3/4/13

Site Principal [Signature]

Date 3/5/13



Approve/Minor



Do not Approve/Minor

or

Recommend/Major

or

Not Recommended/Major

(If transporting by bus or Charter)

Director of Transportation n/a

Date \_\_\_\_\_

### IF MAJOR FIELD TRIP

Director of Educational Services [Signature]

Date 3/6/13



Recommend



Not Recommended



Approved



Not Approved

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

Date \_\_\_\_\_

PROPOSED AGENDA ITEM: Chico Speech and Language Center

Prepared by: Dave Scott



Consent



Information Only

Board Date: 03/27/13



Discussion/Action

#### Background Information

As required by the Individuals with Disabilities Act of 2004, the district is required to provide a free and appropriate public education to all eligible students with disabilities. Due to a shortage of qualified speech and language therapists, and due to the continued, extended absence of one of our SLTs, it is necessary to obtain services through Chico Speech and Language Center.

#### 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

\$28,560 for SLT services from 3/28/13 through 6/6/2013.

### 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: Chico Speech and Language  
Street Address/POB: 2627 Forest Ave.  
City, State, Zip Code: Chico, CA 95928  
Phone: [REDACTED]  
Taxpayer ID/SSN: [REDACTED]

This agreement will be in effect from: 03/28/13 to 06/06/13  
Location(s) of Services: (site)

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

Speech and language assessments; speech and language therapy

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

Due to a shortage of qualified speech and language therapists  
Required by special education mandates

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

- 1) Special education  
2)  
3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	6500	-	5001	3150	5800	14	570
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)

\$ 595.00 Per Unit, times 48.00 # Units = \$ 28,560.00 Total for Services  
(Unit: ☐ Per Hour ☒ Per Day ☐ Per Activity)

9. Additional Expenses:

\$  
\$  
\$

Total for  
Addit'l Expenses  
0.00

\$ 28,560.00 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: Chico Speech and Language

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 verify 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.chiconed.org/\\_dept/business/documents/Consultant\\_Agreement.pdf](http://www.chiconed.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.)  
Paula Kokal (Signature of Consultant) Paula Kokal (Print Name) 3-14-2013 (Date)

12. **RECOMMENDED:**  
Eric Snedeker (Signature of Originating Administrator) Eric Snedeker (Print Name) 3-14-2013 (Date)

13. **APPROVED:**  
David Scott (Signature of District Administrator, or Director of Categorical Programs) David Scott (Print Name) 03/14/13 (Date)

**APPROVED:**  
Peter VanBuskirk (Signature of District Admin. - Business Services) ☒ Consultant ☐ Contract Employee Peter VanBuskirk (Print Name) 3/14/13 (Date)

**14. Authorization for Payment:**

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

**AGENDA ITEM:** Adoption of Supplemental Textbook in Welding Courses

**Prepared by:** Matt Joiner

☒ Consent

Board Date March 27, 2013

☐ Information Only

☐ Discussion/Action

**Background Information**

Currently, the 'Welding Technologies Fundamentals' textbook is used in the ROP and District Welding courses at Pleasant Valley High School. Recently, Butte College has adopted a nationally recognized curriculum including the 'NCCER' textbooks. In order for PVHS to maintain our 2+2 Articulation Agreement with Butte, we must integrate the use of this textbook and related lab assignments into our existing curriculum. The 'NCCER' text will be used as a supplemental text in conjunction with the primary text.

**Educational Implications**

This industry current text will benefit all welding students at PVHS with standard-based knowledge.

**Fiscal Implications**

ROP has purchased some of the books for the Welding classes, the rest will be paid through the PVHS Foundation Grant that was awarded to us for the purpose of purchasing the balance of the 36 books required to complete a class set.

# CHICO UNIFIED SCHOOL DISTRICT REQUEST FOR TEXTBOOK APPROVAL

Page 1 of 3

9.2.9.  
Page 2 of 4

**Department:** Industrial Technologies **Course:** Welding **Grade Level:** 9-12  
**Contact Person:** Matt Joiner **Campus:** PVHS

**\*\*\*Please include six copies of the text or instructional materials when submitting this form.\*\*\***

## A. New Adoption

### 1. Proposed Text

**Title:** NCCER Level 1 (National Center for the Construction Education and Research)  
**Edition/# of Pages** 4th  
**Author:** Roy Parker and Associates  
**Publisher:** Pearson  
**Copyright Date:** 2010  
**Current List Price:** \$62.00/book  
**Material is on the California Legal Compliance List?** ☒ YES ☐ NO

2. Approximately how many classes will be using this text? 6  
How many copies of the text will be purchased? 35- 40 depending on funding
3. List other districts using this text: Gridley, Corning, Galt Unified
4. List other textbooks considered in the selection and their current list price:

We currently use Welding Technologies Fundamentals text in the Welding courses,  
The NCCER text will be used in conjunction with this text as a supplement.

5. The proposed text for all courses that have state approved standards must align with those standards. Indicate areas that are supported by the proposed text and areas where supplementary material will be needed. Attach a list of those standards and the corresponding text correlation.

Check each criterion that applies in terms of the course and ability level to which the material is to be submitted	Excellent	Good	Average	Poor	Does not apply
1. How well does the material align with Chico Unified School District Standards and Benchmarks?	X				
2. How well does the material align with California State Standards?	X				
3. How well does the material cover the scope of student and teacher needs at the grade level for which it is being considered?		X			
4. How well does material employ a variety of pedagogical methods of instruction?	X				
5. How well are the assessment tools linked to the content and instructional methodology?	X				
6. How successfully are formal, informal and alternative assessment systems incorporated into the teacher resource guide?			X		
7. How well does the material provide for the needs of English language learners?		X			
8. How appropriate are the supplementary materials in supporting the effective use of the text?	X				
9. To what degree does the teacher resource material provide support and guidance?	X				
10. Classify the ease of use of the teachers' manual?		X			

# REQUEST FOR TEXTBOOK APPROVAL

Page 2 of 3

9.2.9.

Page 3 of 4

6. Is supplementary material available for the adoption? ☒ YES ☐ NO

Is it necessary for instructional purposes? ☒ YES ☐ NO

If yes, why?

To maintain 2+2 Articulation Agreement with Butte College

What costs are involved?

Purchase class set (36) textbooks

7. Textbook used: (will be using in conjunction with)

**Title:** Welding Technology Fundamentals

**Author:** Boditch

**Publisher:** Goodheart-Willcox Company, Inc.

**Copyright Date:** 2005

a. Date of initial adoption: Prior to 2008

b. State reason for the previous text no longer serving the purpose for which it was originally adopted:

Not applicable

**CHICO UNIFIED SCHOOL DISTRICT  
REQUEST FOR TEXTBOOK APPROVAL**

Page 3 of 3

9.2.9.

Page 4 of 4

**STEP 1 – DISTRICT OFFICE APPROVAL**

Review by CUSD Director of Curriculum


Date

**ONLY PROCEED TO STEP 2 AFTER COMPLETING STEP 1.**

**STEP 2 – DEPARTMENT CHAIRPERSON APPROVAL TO USE TEXTBOOK**

  
Chico High School Department Chairperson

  
Date

  
Pleasant Valley High School Department Chairperson

  
Date

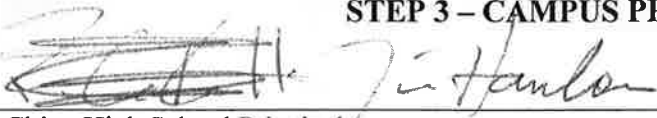
Fair View High School Department Chairperson

Date

Oakdale High School Department Chairperson

Date

**STEP 3 – CAMPUS PRINCIPAL APPROVAL**

  
Chico High School Principal

  
Date

  
Pleasant Valley High School Principal

  
Date

Fair View High School Principal

Date

Oakdale High School Principal

Date

**Appropriate consideration in the above Steps 2 and 3 above must be made within 10 days of receipt.**  
Consideration may be: approval or rejection. If rejected, it must be returned to originator with rationale.

Task Force Approval (if appropriate)

Date

  
CUSD Educational Services Approval

  
Date

Governing Board Approval

Date

**PROPOSED AGENDA ITEM:** Yearbook Intern - New Course Approval

**Prepared by:** Shannon McLean/Jim Hanlon

☒ Consent

Board Date March 27, 2013

☐ Information Only

☐ Discussion/Action

**Background Information**

Yearbook Intern is a new course designation that will recognize the position and responsibility of the Yearbook Editors in the Yearbook class. Yearbook Interns will receive this special designation because of the tremendous workload that they take on in their duties as editor. No more than five (5) Interns will be assigned each academic year.

**Education Implications**

The Yearbook Intern designation will go on the students transcript so that colleges will be aware of the increased responsibility that the student has taken on in the class. This type of recognition is especially important in the college admissions process that are highly competitive. Yearbook Interns put in substantially more out of class time and are responsible for significantly more work than the typical Yearbook student (see course proposal outline for more information).

**Fiscal Implications**

None. There will be the same number of students in the Yearbook class...only the designation of up to five students (editors) in the class will change.



## NEW COURSE PROPOSAL OUTLINE

Course Title:	Yearbook Intern
Grade Level:	11-12
Required/Elective:	Elective
Length/Credits:	5 credits per semester
Prerequisites:	Currently enrolled in yearbook and have title of editor, MOST would have taken yearbook the year before as well.
Course Number:	

### I. Course Rationale and Description:

Students in this particular course MUST be concurrently enrolled in Yearbook, and hold a title/position of an editor. Students in the Yearbook course must have an A in the course to maintain such title, and thus be qualified to be in the Yearbook Intern course.

Based on yearbook deadline necessities, Yearbook Intern students will complete the following: correcting overall spread layout, spacing, copy/caption grammar, and overall formatting, running the index, coming up with opening/closing spread concepts/stories and layouts, writing divider stories, writing specialty stories throughout the book, and aiding in overall thematic concept development.

Prerequisites: Student must be currently enrolled in Yearbook, be an editor, and maintain an A in Yearbook.

### II. Instructional and Supplemental Materials:

Approved Core Instructional Materials:

This course uses prior learned skills and knowledge already acquired in Yearbook class.

Supplemental Materials:

Resources:

- Adobe CS3, In-Design
- Nikon 5100 cameras
- Nikon external flashes
- Herff Jones and personal PowerPoints (used to teach basic concepts of high-quality journalism, photography, and layout in the Yearbook course)

### III. Course Outline/Standards/ Instructional Methods/Assessments:

This is not a traditional class; it is a capstone course for a Yearbook editor.

Note:

\*The number of yearbook Intern students will vary from year to year, but never exceed 5 students.

\*If there are fewer students than four then these students will be able to focus on their passion, and gain further skills in this area.

\*\* BELOW is the overall concepts and standards that can be covered, NOT all will be covered necessarily by Yearbook Interns each year.

Unit Name	Standards Addressed	Time	Instructional Strategies	Assessments
Thematic development of the yearbook	VAPA Standard 4.3 Formulate and support a position regarding the aesthetic value of a specific work of art and change or defend that position after considering the views of others.	First two months of school.	*Teacher modeling *Collaborative team-work *Assessment of examples *Analysis of ideas and concepts *Students are evaluated and helped along the way with individual questions/concerns/needs	*Use of rubrics *Met due dates *Ability to critique and give feedback. *Evaluation of final product
Spread Layout	VAPA Standard 1.4 Analyze and describe how the composition of a work of art is affected by the use of a particular principle of design.	Yearlong, although each spread has its own timetable	*Teacher modeling *Collaborative team-work *Assessment of examples *Analysis of ideas and concepts *Teach to Learn: Intern students help others refine their skills by giving constructive feedback on the basics of spread layout.	*Use of rubrics *Met due dates *Observation of Intern/student interactions *Evaluation of final product
Good Journalism Practices	English Standard 1.1 Establish a controlling impression or coherent thesis that conveys a clear and distinctive perspective on the subject and maintain a consistent tone and focus throughout the piece of writing.	Yearlong	*Teacher modeling *Collaborative team-work *Assessment of examples *Analysis of ideas and concepts *Teach to Learn: Intern students help others refine their skills by giving constructive.	*Use of rubrics *Met due dates *Observation of Intern/student interactions *Evaluation of final product
Photography	VAPA Standard 2.3 Develop and refine skill in the manipulation of digital imagery (either still or video).	Yearlong	*Teacher modeling *Collaborative team-work *Assessment of examples *Analysis of ideas and concepts *Teach to Learn: Intern students help others refine their skills by giving constructive feedback.	*Use of rubrics *Met due dates *Observation of Intern/student interactions *Evaluation of final product
Indexing	English Standard 1.5 Synthesize information from multiple sources and	Yearlong	*Teacher modeling *Collaborative team-work *Assessment of examples *Analysis of ideas and	*Use of rubrics *Met due dates *Observation of Intern/student

	<b>identify complexities and discrepancies in the information and the different perspectives found in each medium.</b>		<b>concepts</b> <b>*Teach to Learn: Intern students help others refine their skills by giving constructive.</b>	<b>interactions</b> <b>*Evaluation of final product</b>
<b>Surviving Deadlines</b>	<b>Life Skill!</b>	<b>Yearlong</b>	<b>*Teacher modeling</b> <b>*Collaborative team-work</b> <b>*Assessment of examples</b> <b>*Analysis of ideas and concepts</b> <b>*Teach to Learn: Intern students help others refine their skills by giving constructive.</b>	<b>*Use of rubrics</b> <b>*Met due dates</b> <b>*Observation of Intern/student interactions</b> <b>*Evaluation of final product</b>

#### **IV. Instructional Methods:**

This course is very specialized. A maximum of only five students enrolled in the Yearbook course with the title of editor will be allowed to enroll.

- As this is a very small group of students, students will be instructed using a great deal of one-on-one methods. Additionally, students will be responsible for teaching their peers the skills necessary to complete tasks and hence participate in a great deal of "teach to learn" activities.
- Students will have specific and general projects related to the overall completion of the yearbook, and for the most part are prepared to complete them on their own. I will be there to instruct and guide as necessary.
- Yearbook Intern students will not have a designated class period. Interns will be placed based upon availability in their schedule, much the same way student aides are placed. Intern students will work at designated work stations in F-5, enhancing their independence and allowing for greater personal ownership in the Caduceus.

#### **V. Grading Policy:**

\*Yearbook Intern students are graded based on rubrics, their teach to learn activities, effort, accuracy, ability to uphold overall journalistic standards and ability to maintain deadlines.

\* If an individual's grade drops below a B, then a meeting will be held with the student's counselor and parents/ guardians to determine if this is a correct class placement.

\* Grades are based on the traditional school grade breakdown.

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**Aligned with State Frameworks: ( ) Yes (X) No**

**CSU/UC Requirement: ( ) Yes (X) No**

**Sites offered:**

**Ed Services Approval Date:**


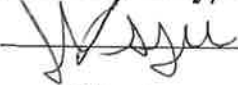


**Board Approval Date:**

## Chico Unified School District – Secondary New Course Proposal - Signature Page

Course Title: Yearbook Intern  
Submitted by: M. Shannon McLean  
Department: Elective  
School: Chico High  
Planned Start Date: August, 2013

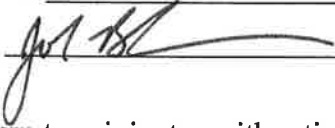
### Approvals (Signature & Date):

#### ***Dept. Chair (High Schools)***

Chico High		<input checked="" type="checkbox"/> Approve	<input type="checkbox"/> Reject
PVHS		<input checked="" type="checkbox"/> Approve	<input type="checkbox"/> Reject
Alt. Ed.		<input type="checkbox"/> Approve	<input type="checkbox"/> Reject
Inspire		<input checked="" type="checkbox"/> Approve	<input type="checkbox"/> Reject

#### ***Dept. Rep (Jr. High)***

Bidwell	_____	<input type="checkbox"/> Approve	<input type="checkbox"/> Reject
Chico Jr.	_____	<input type="checkbox"/> Approve	<input type="checkbox"/> Reject
Marsh	_____	<input type="checkbox"/> Approve	<input type="checkbox"/> Reject
Alt. Ed.	_____	<input type="checkbox"/> Approve	<input type="checkbox"/> Reject

Secondary Admin. Council	_____	<input type="checkbox"/> Approve	<input type="checkbox"/> Reject
Educational Services		<input checked="" type="checkbox"/> Approve	<input type="checkbox"/> Reject

- If rejected, return to originator with rationale or conditions for approval.
- If approved, date taken to board of education for board approval:
- \_\_\_\_\_
- Board of Education action: ☐ Approve ☐ Reject

PROPOSED AGENDA  
ITEM:

Alternative School of Choice Self Evaluation of Sierra  
View Elementary School

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Prepared by: Debbie Aldred

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☒ Consent

Board Date March 27, 2013

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☐ Information Only

☐ Discussion/Action

### **Background Information**

California Department of Education requires Alternative Schools of Choice to self evaluate themselves yearly. This document will be the fourth evaluation document for Sierra View. This document was held back several months to include current data from the 2012 CST state testing. This document reflects all of the state's requirements and is ready to be filed now that 2012 CST test data is included into the document.

### **Educational Implications**

The recommendations within the plan will help guide initial SMART goals for the staff and set professional teaching goals for the 2012-2013 school year.

### **Fiscal Implications**

There is a recommendation that would require extra funds to enhance academics with additional support for music, art, science, and technology. These funds are currently not available in the school's budget for the 2012-2013 school year. The parent advisory group (PAC) is currently working towards this goal by eventually starting a Foundation.

PROPOSED AGENDA      Alternative School of Choice Self Evaluation of  
ITEM:                      Hooker Oak Open Structured Classroom School

Prepared      Sue Hegedus  
by: \_\_\_\_\_

☒

Consent

Board  
Date

March 2013  
\_\_\_\_\_

☐

Information Only

☐

Discussion/Action

### **Background Information**

Every year as an Alternative School of Choice, the California Department of Education requires Alternative schools to self evaluate themselves. This evaluation document reflects all of the state's requirements with the goal of displaying if the alternative philosophy of the school is beneficial to raising student achievement.

### **Educational Implications**

The recommendations within the plan will help guide goals for the staff and school for the 2012-2013 school year.

### **Fiscal Implications**

There are some recommendations that would require extra funds for staff development and teacher prep days with our present Title 2 funding.

PROPOSED AGENDA  
ITEM:

Warrant Authorization

Prepared by: Pete Van Buskirk, Director, Fiscal Services

☒ Consent

Board Date 3/27/13

☐ Information Only

☐ Discussion/Action

Background Information

Warrants in the amount of \$3,124,940.60 for the period of February 13, 2013 through March 13, 2013 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.

## Payment Register

**Scheduled 02/13/2013 - 03/05/2013**

**Bank Account COUNTY - County Bank Account**

Fiscal Year	Invoice Date	Req #	Comment	Payment Id	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
Direct Vendor United States Treasury (000849/2) (continued)										
2012/13	02/19/13		IRS	021913C (Continued)	02/19/13	Paid	Printed	2,236.29		2,236.29
	2013 76-		- 9553-							
Check # 3007388005				Batchld AP02192013		Check Date 02/19/13	PO#		Register # 000124	

EXPENSES BY FUND - Bank Account COUNTY			
Fund	Expense	Cash Balance	Difference
01	789,821.36	13,546,783.35	12,756,961.99
76	1,089,625.31	8,302,918.88	7,213,293.57
<b>SACS 01</b>	<b>1,879,446.67</b>	<b>21,849,702.23</b>	<b>19,970,255.56</b>
09	12,286.70	923,137.04-	935,423.74-
13	92,765.55	802,797.43-	895,562.98-
14	5,112.00	36,163.39	31,051.39
27	1,116,437.18	8,004,796.23	6,888,359.05
25	8,415.00	12,416,248.77	12,407,833.77
42	10,477.50	703,105.33	692,627.83
<b>Total</b>	<b>3,124,940.60</b>		

9.3.1.  
Page 2 of 2

PROPOSED AGENDA ITEM: Monthly Enrollment (8th School Month)

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Prepared by: Maureen Fitzgerald, Assistant Superintendent, Business Services

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X	Consent	Board Date	March 27, 2013
	Information		
	Discussion/Action		

**Background Information:**

Tracking enrollment and ADA (Average Daily Attendance) data is vital to accurately projecting class size, school site capacities, and ultimately, district revenues. Enrollments are tracked daily for the first two weeks of school and then monthly thereafter. While we also evaluate the ADA with the monthly data, the district general fund revenue is funded on P2 (around 8<sup>th</sup> month) cumulative attendance.

**Education Implications:**

Monitoring enrollment is critical to ensuring that classes are of the appropriate size and configuration, ensuring that instructional opportunities are provided for all students.

**Fiscal Implications/Analysis of Attached Reports:**

The attached document shows that the district enrollment is up slightly from projections.

Chico Unified School District

2012-13  
Total Monthly Enrollment and ADA By School

	-----SCHOOL MONTH-----											
	1st	2nd	Oct. 3	3rd	4th	5th	6th	7th	8th	9th	10th	11th
	Aug 24	Sept 21	CBEDS	Oct 19	Nov 16	Dec 14	Jan 11	Feb 8	Mar 8	Apr 5	May 3	May 31
Chapman	371	366	367	371	360	359	361	354	352			
Citrus	335	339	339	339	340	339	330	333	325			
Emma Wilson	643	637	648	643	642	655	666	666	659			
Hooker Oak K-6	363	369	368	366	361	362	362	358	356			
John McManus	530	523	525	528	517	524	523	523	525			
Little Chico Crk	600	610	610	607	603	605	599	606	602			
Marigold	537	540	541	540	541	544	551	550	550			
Neal Dow	434	433	434	434	435	438	437	434	435			
Parkview	363	360	362	358	350	352	357	350	349			
Rosedale	553	560	561	562	563	560	559	560	559			
Shasta	677	676	674	672	676	682	695	697	697			
Sierra View	634	638	640	638	636	638	641	645	646			
Oakdale K - 6	6	8	7	7	8	9	8	9	9			
Loma Vista K-6	3	3	4	3	6	6	6	3	3			
SUBTOTAL K-6	6,049	6,062	6,080	6,068	6,038	6,073	6,095	6,088	6,067	0	0	0
BJHS	670	670	672	664	649	652	651	652	653			
CJHS	578	575	582	580	579	577	585	581	576			
MJHS	559	561	562	562	561	558	564	562	562			
CHS	1,786	1,802	1,800	1,775	1,753	1,753	1,744	1,727	1,721			
PVHS	1,927	1,936	1,932	1,921	1,920	1,914	1,894	1,876	1,871			
Fair View	247	235	237	240	233	228	226	236	230			
CAL	38	55	63	53	57	60	42	47	44			
AFC	22	18	20	20	21	29	33	37	43			
Oakdale 7 -12	50	80	85	91	87	94	85	94	97			
Loma Vista 7-12	7	7	7	7	4	4	4	7	7			
NPS												
SUBTOTAL 7-12	5,884	5,939	5,960	5,913	5,864	5,869	5,828	5,819	5,804	0	0	0
CURRENT YEAR	11,933	12,001	12,040	11,981	11,902	11,942	11,923	11,907	11,871	0	0	0
PY Month Diff.		68	168	(20)	(79)	40	(19)	(16)	(36)			
Projected 12-13 CBEDS			11,872									
2011-12 P2 ADA									11,367			
Projected 2012-13 P2 ADA									11,315			
11-12	11,870	11,866	11,883	11,892	11,837	11,783	11,810	11,769	11,760	11,776	0	11,677

**TITLE: Consultant Agreement with Gallaway Enterprises**

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

March 27, 2013

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

**Background Information**

The District has obtained all of the appropriate permits, authorizations, and CEQA approvals to develop the Canyon View High School site. The original Army Corps of Engineers permit was issued on April 17, 2003 and the District obtained one permit extension. The current permit expires on April 17, 2013. It is our intent to request another permit extension. There are currently several methods to meet the conditions required by the permit. The process of working through these conditions with the various agencies is best handled by a consultant with this specific expertise.

Gallaway Enterprises has extensive experience navigating the Clean Water Act 404 permit process and providing mitigation solutions that meet the State and Federal Endangered Species Act requirements. Gallaway Enterprises will work with the District to secure the permit extension and meet the mitigation requirements.

**Educational Implications**

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

**Fiscal Implications**

The proposal is based on a rate schedule with an estimated number of hours for each scope of work; the total is not to exceed \$13,495. This has no impact on the General Fund and will be funded out of Developer Fees.

**Recommendation**

It is requested that the Board of Education authorize the Superintendent or designee, to enter into a service agreement with Gallaway Enterprises.

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:** Gallaway Enterprises  
**Street Address/POB:** 117 Meyers Street, Suite 120  
**City, State, Zip Code:** Chico, CA 95928  
**Phone:** 530-332-9909  
**Taxpayer ID/SSN:** 73-1627501

This agreement will be in effect from: 03/27/13 to 03/27/14

**Location(s) of Services:** (site) Future Canyon View High School Site

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

See attached proposal

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

See attached proposal

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

- 1) Developer Fees (25-0000-0-0000-7200-5800-510-6100)  
2)  
3)

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

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	25	0000	0	0000	7200	5800	14	510
2)							5800	14	
3)							5800	14	

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

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

\$ \_\_\_\_\_ Per Unit, times # Units = \$ \_\_\_\_\_ **Total for Services**  
(Unit: ☐ Per Hour ☐ Per Day ☐ Per Activity)

9. **Additional Expenses:**

\$ \_\_\_\_\_ Time & Materials as  
\$ \_\_\_\_\_ per proposal  
\$ \_\_\_\_\_ **Total for**  
**Addit'l Expenses**

NOT TO EXCEED \$13,495.00 **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: **Gallaway Enterprises**

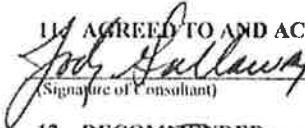
Business Services Use Only

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

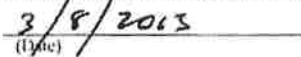
V# \_\_\_\_\_

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 87-4 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)

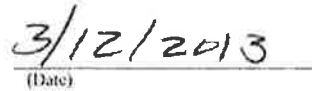
  
(Print Name)

  
(Date)

**12. RECOMMENDED:**

  
(Signature of Originating Administrator)

Michael Weissenborn  
(Print Name)

  
(Date)

**13. APPROVED:**

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

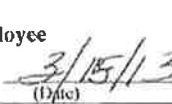
(Print Name)

(Date)

  
(Signature of District Admin.-Business Services)

☐ Consultant  
  
(Print Name)

☐ Contract Employee

  
(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)



117 Meyers Street, Suite 120, Chico, CA

**Proposal****February 28, 2013****Client:**

Michael Weissenborn  
Chico Unified School District  
2455 Carmichael Drive  
Chico, CA 95928

**Project:**

Canyon View High School: EIR Addendum and Mitigation Compliance

**Project Understanding and Approach:**

The existing Environmental Impact Report (EIR) for the Canyon View High School site includes two mitigation measures for biological resources that are either unfeasible or potentially not applicable per current available mitigation options or regulatory conditions.

When the existing EIR was written and approved, it provided for three mitigation options for impacts to federally listed species and Waters of the United States. These options included payment into an in-lieu fee program, purchasing off-site mitigation property or a combination of the two. The purchase of mitigation credits at a mitigation bank was not an option in either the EIR or the USFWS Biological Opinion for the project because there were no vernal pool mitigation banks approved for use in the Chico area (Mitigation Measure 5.3) In the time since the EIR was approved, there are several mitigation banks that now service the Chico area and the use of a mitigation bank is the only method available to the District to comply with mitigation requirements. The mitigation requirement for Butte County meadowfoam (*Limnanthes floccose ssp. Californica*), vernal pool tadpole shrimp (*Lepidurus packardii*), and vernal pool fairy shrimp (*Branchinecta lychi*) must be redefined through an addendum to the EIR and a amendment to the Biological Opinion, to allow for the fulfillment of mitigation through the use of a combination of mitigation banks.

The second mitigation measure that warrants a current review and a possible re-evaluation in an addendum to the EIR is Mitigation Measure 5.4, which addresses Swainson's hawk foraging habitat compensation. The mitigation measures to address impacts to Swainson's hawk foraging habitat is based on the California Department of Fish and Wildlife's *Staff Report regarding Mitigation for Impacts to Swainson's Hawks (Buteo swainsoni) in the Central Valley of California*. These guidelines establish mitigation ratios based on distances from active Swainson's hawk nest sites. It is Gallaway Enterprises expectation that there are no longer documented active Swainson's hawk nest sites within the 10 mile threshold of the proposed project site that triggers the need for foraging habitat mitigation. If, through consultation with CDFW, Gallaway Enterprises can confirm that there are no active nest sites within 10 miles, the CUSD may choose to exercise the option to amend the existing EIR to remove Mitigation Measure 5.4, thereby absolving the district from the requirement to mitigation for Swainson's hawk foraging habitat.

The following tasks and coordination efforts were developed to satisfy all of the mitigation requirements in the EIR, USFWS Biological Opinion and the US Army Corps of Engineers permit.

#### **Task 1: Consultation with CDFW regarding Swainson's hawk Occurrences**

Deliverables: Letter report outlining the need to mitigate for impacts to Swainson's hawk foraging habitat.

#### **Task 2: Draft Addendum to EIR**

The proposal to provide a draft addendum is the result of an evaluation of the new circumstances known at the time of preparing this proposal in relation to the previously prepared and certified FEIR. The proposed changes to mitigation measures does not include changes and/or additional details that warrant a Subsequent or Supplemental EIR as described in Sections 15162 and 15163 of the CEQA Guidelines. Upon completion of the addendum, the CUSD will need to make a determination on the basis of substantial evidence in the light of the whole record that the proposed project does not trigger additional CEQA Review. The addendum will be filed with the State clearing house and public review and comment is not required. Gallaway Enterprises will prepare the Addendum and submit to the State Clearing House.

Deliverables:

- 2 copies of the Addendum for District review, comment and approval
- Submission of the Addendum to the State Clearing House

#### **Task 3: Meeting Attendance and Meeting Materials**

It is anticipated that the development and certification of the addendum will necessitate Gallaway Enterprises' staff attendance at three meetings; two project development meetings and one meeting in front of the CUSD Board of Directors.

#### **Task 4: Agency Negotiations: Request to Utilize the Surplus BCM Credit at Meriam Park, Amendment of the Biological Opinion, US Army Corps of Engineers Permit Extension and Request for Correction**

Due to the change in mitigation method and creative solutions to addressing specific mitigation items, namely Butte County Meadowfoam, extensive negotiations with the California Department of Fish and Wildlife (CDFW), USFWS and the US Army Corps of Engineers will be required. The change in mitigation methods necessitates an amendment to the USFWS Biological Opinion for the project. Gallaway Enterprises will request to utilize the surplus BCM credit within the Meriam Park Preserve and will work closely with the CDFW to ensure consistency with the State Endangered Species Act. Butte County Meadowfoam is dual listed, meaning it is listed as endangered by both the Federal and State Endangered Species Acts. Consistency with the California Endangered Species Act will require the District to apply for and receive a 2018 take



117 Meyers Street, Suite 120, Chico, CA

**Proposal**

permit which authorizes the take and appropriate mitigation of BCM. During this process the State has the ability to change mitigation quantities, but we will attempt to keep all mitigation quantities the same. The applicants for Meriam Park failed to acquire a 2081 take permit for their impacts to and mitigation for BCM, therefore the surplus credits are available from the Federal perspective but may not be available from the State perspective. If this option becomes infeasible, then the District has two other options, the City of Chico surplus and waiting for the Sycamore Conservation Bank to become Federal and State approved.

It is highly unlikely that we will be able to fully comply with all of the mitigation measures before the US Army Corps of Engineers permit expires; therefore on behalf of the school district Gallaway Enterprises will request a permit extension. In reviewing the US Army Corps of Engineers permit language Gallaway Enterprises noticed a possible error in mitigation requirements. We will request that the mitigation requirements be changed from 3.14 acres to 2.14 acres of vernal pool preservation which is consistent with the EIR and USFWS Biological Opinion.

**Task 5: Project Coordination**

Gallaway Enterprises will coordinate with the mitigation and conservation bank vendors and the agencies to ensure credit price and credit availability through-out this process. We will review every sales agreement to ensure compliance with the agencies.

Deliverables: Gallaway Enterprises will provide periodic project updates and will track mitigation compliance.

**Cost Estimate**

Services will be rendered on a time and materials basis according to the attached fee schedule. Gallaway Enterprises will invoice, as reimbursable expenses, all costs and expenses actually incurred which are specific to and necessary for the direct production of work. Such costs include, but are not limited to: equipment rental, reproductions, maps and other documents. Our billings are due and payable 30 days after receipt. If you have any questions about any items on your invoice, please contact us promptly. Invoices not paid after 60 days will result in a stop work order until the full balance has been paid.

It is difficult to estimate the cost for agency negotiations and to anticipate any regulatory changes, therefore services will be performed on a time and materials basis with a reasonable not to exceed amount. Invoices will indicate % complete so that the District can track progress and budget.



117 Meyers Street, Suite 120, Chico, CA

**Proposal**

Task	Description	Project Manager	Sr. Planner/ Biologist	Biologist Planner	GIS Analyst	Total
		\$105	\$90	\$75	\$65	
1	Consultation with CDFW regarding Swainson’s hawk			700	195	\$895
2	Draft Addendum to EIR	840	2080	750	130	\$3,800
3	Meeting Attendance and Meeting Materials	NTE				\$1,200
4	Agency Negotiations: Biological Opinion Amendment, CDFW Consistency or 2081 Take Permit, US Army Corps of Engineers Permit Extension	NTE				\$6,000
5	Project Coordination/Compliance Tracking	NTE				\$1,500
Reimbursable Expenses						\$100
Estimated Total						\$13,495

**Allocation of Gallaway Enterprises Staff****Project Manager, Contract Administration, and Point of Contact**

Jody Gallaway, Senior Biologist

(530) 332-9909

(530) 521-4868 cell

[jody@gallawayenterprises.com](mailto:jody@gallawayenterprises.com)**Senior Planner**

Kevin Sevier, Senior Planner

(530) 332-9909

[kevin@gallawayenterprises.com](mailto:kevin@gallawayenterprises.com)

**Terms and Conditions**

1. No tasks outside the agreed scope of work will be performed without additional payment. Outside tasks include, but are not limited to: permit facilitation, preparation of *a revised §404 USACE Permit application*, preparation of a revised *§401 RWQCB Certification*, additional report modifications after final submission, production of additional reports not expressly stated to the scope of work, attendance at meeting beyond the scope of work, additional analysis related to changes in the project description or changes in the permit/authorization conditions.
2. Costs associated with the production of additional large scale maps and reports will be charged on an hourly basis according per the attached fee schedule.
3. Upon contract authorization and notice to proceed, client grants full access to the property and supporting documentation.
4. This proposal is valid for 30 days from the date above.
5. Client will pay for any permit and all mitigation fees.
6. Either Client or Gallaway Enterprises shall each have a right to terminate this Contract upon ten (10) days written notice to the other party. In such an event, Client shall, within 10 calendar days, pay Gallaway Enterprises in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this contract shall be terminated upon completion of all applicable requirements of this Contract. Gallaway Enterprises reserves the right to stop work without 10-calendar days notice written notice if payment schedules are not met.

**Proposal**

Date: \_\_\_\_\_

Jody Gallaway, President  
Gallaway Enterprises, Inc  
Employer Identification No: 73-1627501

I hereby authorize Gallaway Enterprises, Inc to proceed with the work as set forth in this proposal.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Federal Tax ID No.: \_\_\_\_\_

Name and address where billings are to be sent:

Print Name and Title: \_\_\_\_\_

Company Project Number or Reference Name: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

## Gallaway Enterprises, Inc

### *Schedule of Fees*

***Effective September 2012***

Senior Regulatory Biologist	110.00 per hour
Project Manager	105.00 per hour
Senior Ecologist/Biologist/Planner	90.00 per hour
Biologist/Botanist/Planner	75.00 per hour
GIS Analyst	65.00 per hour
Compliance Monitor	60.00 per hour
Litigation Support – Expert Witness Testimony	250.00 per hour
Emergency Compliance Monitoring*	150.00 per hour
Clerical/Accounting/Administrative	50.00 per hour
Mileage	0.55 per mile
Document Reproduction, Materials, Fees, Special Mail, Etc.	Actual Cost + 5%
Sub-Contractors	Actual Cost
Boat Rental	\$100/day
GPS Equipment, ATV, & Spray Rig	\$50/day

Per diem charges for travel may apply depending upon the job location. Per diem costs will be described within contract documents.

\*Emergency rates apply when services are rendered with less than 48 hours' notice.

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

DATE: March 27, 2013  
MEMORANDUM TO: Board of Education  
FROM: Kelly Staley, Superintendent  
SUBJECT: Certificated Human Resources Actions

**Appointments 2012/13**

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Comment</u>
Barranti-Teague, Laurie	Special Education	3/11/13-6/6/13	1.0 FTE Temporary Assignment

**Leave Request**

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Comment</u>
Jessica Isern	Counselor	3/28/13-6/6/13	0.8 FTE Child Care Leave

**Non-Reelection of Temporary Employee**

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Comment</u>
Barranti-Teague, Laurie	Special Education	6/6/2013	1.0 FTE Temporary Assignment
Hoe, Tonja	Psychologist	6/30/2013	0.25 FTE Temporary Assignment

**Retirements/Resignations**

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Comment</u>
Camy, Loyce	Secondary	6/7/2013	Retirement
Christensen, Joyce	Elementary	6/7/2013	Retirement
David, Marjorie	Elementary	6/7/2013	Retirement
Duchala, Robert	Secondary	6/7/2013	Retirement
Elkins, Donna	Elementary	6/7/2013	Retirement
Frank, Greg	Special Education	6/7/2013	Retirement
Hoffmann, Debra-Lou	Special Education	6/7/2013	Retirement
Lauten, Terry	Secondary	6/7/2013	Retirement
Lauterio, Rudy	Elementary	6/7/2013	Retirement
Lisman, Kathy	Elementary ELD	6/7/2013	Retirement
McDonald, Steve	Secondary	6/7/2013	Retirement
Triplett, Vickie	Secondary	6/7/2013	Retirement
Zertuche, Juan	Counselor	6/7/2013	Retirement

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

9.4.2.  
Page 1 of 2

DATE: MARCH 27, 2013

MEMORANDUM TO: BOARD OF EDUCATION

FROM: KELLY STALEY, SUPERINTENDENT

SUBJECT: CLASSIFIED HUMAN RESOURCES ACTIONS

				POSITION COST @ Step 1 + Red Plan Medical + Qualifying Dental/Vision
ACTION NAME	CLASS/LOCATION/ASSIGNED HOURS	EFFECTIVE	COMMENTS/PRF #/ FUND/RESOURCE	
APPOINTMENTS				
Alexander, Maria	IA-Sr Elementary Guidance/ McManus/1.5	2/22/2013	New Position/94/Grant/5820	6435.66
Alexander, Maria	IA-Sr Elementary Guidance/ Marigold/1.5	2/22/2013	New Position/97/Grant/5820	6435.66
Campos, Deborah	Licensed Vocational Nurse/ Loma Vista/6.0	2/11/2013	New Position/160/Special Ed/6500	31819.32
Castillo, Kimberly	IA-Special Education/Inspire/5.0	3/11/2013	New Position/101/Special Ed/6500	20172.08
Critchfield, Pamela	Transportation Special Ed Aide/Transportation/2.6	2/27/2013	New Position/212/Transportation/7230	10592.59
Cuccio, Mary	LT Sr Office Assistant/Loma Vista/8.0	3/5/2013-6/14/2013	Vacated Position/190/Special Ed/6500	6696.00
Dixon, Constance	IA-Special Education/CJHS/6.5	4/2/2013	New Position/227/Special Ed/6500	28596.26
Ferrone, Lee Ann	IPS-Classroom/Loma Vista/2.0	2/25/2013	Vacated Position/237/Special Ed/6500	8068.88
Ritter, Brook	Health Assistant/Marigold/4.0	3/11/2013	Vacated Position/231/General/1100	16189.08
Valente, Linda	LT Cafeteria Assistant/CHS/1.8	2/21/2013-6/6/2013	New LT Position/205/ Categorical/7090	1463.90
Willman, Richard	Campus Supervisor/BJHS/2.0	2/22/2013	Vacated Position/24/Categorical/7091	7698.08
PROMOTIONS				
Copper, Dustin	M & O Supervisor/M&O/8.0	1/29/2013	Vacated Position/177/General/0000	50448.65
RE-EMPLOYMENTS				
Weber, Lisa	Instructional Assistant/Citrus/2.8	2/4/2013	New Position/154/Categorical/3010	11573.37
LEAVES OF ABSENCE				
Anderson, Tyson	IA-Special Education/Hooker Oak/2.4	1/29/2013-5/24/2013	Per CBA 5.12	
Campos, Deborah	Licensed Vocational Nurse/ Loma Vista/6.0	2/12/2013-6/6/2013	Part-Time per CBA 5.12	
Davies, Rachel	IPS-Classroom/Marigold/3.0 & 3.0	2/20/2013-5/31/2013	Per CBA 5.12	
Forbes, Stephanine	IPS-Classroom/Marigold/6.0	1/7/2013-6/6/2013	Per CBA 5.2.9	
Gibbs, Deborah	Health Assistant/Shasta/4.0	3/28/2013-6/10/2013	Per CBA 5.3.3	
Hunter, Katie	IA-Special Education/ Chapman/ 3.0	2/14/2013-4/16/2013	Per CBA 5.12	

LuAllen, Terrie	Cafeteria Satellite Manager/ Emma Wilson/6.9	2/16/2013-4/1/2013	Per CBA 5.1
Stoner, Marian	Office Assistant Elementary Attendance/Hooker Oak/4.0	3/25/2013-6/14/2013	Per CBA 5.12
Whitehead, Sofia	IA-Bilingual/CHS/4.0 & 1.0 & 1.0	3/9/2013-6/6/2013	Per CBA 5.12
<b>VOLUNTARY REDUCTION IN HOURS</b>			
Alexander, Maria	Parent Classroom Aide- Restr/Shasta/2.6	2/22/2013	Appointment
<b>RESIGNATION/TERMINATION</b>			
Employee holding position #219119	IPS-Healthcare/Emma Wilson/ 3.0	2/20/2013	Released during Probation
Employee holding position #252002	Fiscal Services Manager/ Business Office/8.0	3/01/2013	Released during Probation
Hunter, Debra	IPS-Healthcare/Sierra View/3.0 & 3.0	2/20/2013	Voluntary Resignation
<b>RESIGNED ONLY THIS POSITION</b>			
Copper, Dustin	SMW-Sprinker Systems/M&O /8.0	1/28/2013	Promotion
Dixon, Constance	IA-Special Education/CHS/4.0	4/1/2013	Increase in Hours
Ritter, Brook	Health Assistant/Parkview/3.0	3/10/2013	Increase in Hours
Pinckney, Monica	Licensed Vocational Nurse/ BJHS/.5	3/8/2013	Voluntary Resignation

AGENDA ITEM: Budget Update  
2012-13 Second Interim Period Interim Report

Prepared by: Maureen Fitzgerald  
Assistant Superintendent, Business Services

☐ Consent  
☐ Information Only  
☒ Discussion/Action

Board Date: March 27, 2013

Background Information:

The district is required to submit the Second Interim Report for the 2012-13 Fiscal Year to the Butte County Office of Education by March 15, 2013. This report identifies the budget as revised per the State Budget and any updates to date. Included in the Second Interim Report are actual expenditures through January 31, 2013.

At each Interim reporting period, the District revises and updates the current year income and expenses projections as well as the estimates for the subsequent two fiscal years (2013-14 and 2014-15) to determine if the district is able to maintain adequate reserves and meet its obligations and commitments.

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 Second Interim Report reflects a Positive Certification. The assumptions used in this report include:

- Higher ADA to Enrollment than projected based on 2011-12 P1 Attendance Period
- Governor's 2013-14 January Proposal assumptions
- 2014-15 elimination of K-3 CSR revenues as flexibility expires

Note: Included in the Governor's Proposal for 2013-14 is the Local Control Funding Formula, a complete redesign of the funding model to schools. While a COLA is anticipated for 2013-14 and beyond, the total cost of the COLA statewide is being applied to fund this LCFF. Since the LCFF is not yet in law, the current Revenue Limit Calculation has been used to project 2013-14 and 2014-15 revenues with respective COLA's based on School Services of California Dartboard.

Recommendation: Approve 2012-13 Second Interim Period Interim Report with a Positive Certification

PROPOSED AGENDA ITEM: Resolution #1212-13 A Resolution of the Board of Education of the Chico Unified School District Authorizing the Issuance of Chico Unified School District (Butte County, California) Election of 2012 General Obligation Bonds, Series A

Prepared by: Maureen Fitzgerald  
Assistant Superintendent, Business Services

☐ Consent  
☐ Information Only  
☒ Discussion/Action

Board Date: March 27, 2013

### BACKGROUND

An Election was held in the Chico Unified School District on November 6, 2012 for the issuance and sale of general obligation bonds of the District for various purposes in the maximum amount of \$78,000,000 (the "Measure E"). The District now desires to issue its first series of bonds under Measure E in an amount not-to-exceed \$15,000,000.

(a) Bond Resolution. This Resolution authorizes the issuance of general obligation bonds (the "Bonds"). The resolution specifies the basic terms, parameters and forms of the Bonds, and approves the form of Purchase Contract and form of Preliminary Official Statement described below. In particular, Section 1 of the Resolution establishes the maximum aggregate principal amount of the Bonds to be issued (\$15,000,000). Section 4 of the Resolution states the maximum underwriter's discount (1.0%) with respect to the Bonds, and authorizes the Bonds to be sold at a negotiated sale to De La Rosa & Co.

(b) Form of Purchase Contract. Pursuant to the Purchase Contract, the De La Rosa & Co. will agree to buy the Bonds from the District. All the conditions of closing the transaction are set forth in this document, including the documentation to be provided at the closing by various parties. Upon the pricing of the Bonds, the final execution copy of the Purchase Contract will be prepared following this form.

(c) Form of Preliminary Official Statement. The Preliminary Official Statement ("POS") is the offering document describing the Bonds which may be distributed to prospective purchasers of the Bonds. The POS discloses information with respect to among other things (i) the proposed uses of proceeds of the Bonds, (ii) the terms of the Bonds (interest rate, redemption terms, etc.), (iii) the bond insurance policy for the Bonds, if any, (iv) the security for repayment of the Bonds (the tax levy), (v) information with respect to the District's tax base (upon which such ad valorem taxes may be levied), (vi) District financial and operating data, (vii) continuing disclosure with respect to the Bonds and the District, and (viii) absence of litigation and other miscellaneous matters expected to be of interest to prospective purchasers of the Bonds. Following the pricing of the Bonds, a final Official Statement for the Bonds will be prepared, substantially in the form of the POS.

There is no fiscal impact to the General Fund resulting from the issuance of the Bonds.

RECOMMENDATION

Staff recommends approval of Resolution #1212-13. A Resolution of the Board of Education of the Chico Unified School District Authorizing the Issuance of Chico Unified School District (Butte County, California) Election of 2012 General Obligation Bonds, Series A.

**RESOLUTION NO. 1212-13**

**A RESOLUTION OF THE BOARD OF EDUCATION OF THE CHICO UNIFIED SCHOOL DISTRICT, BUTTE COUNTY, CALIFORNIA, AUTHORIZING THE ISSUANCE OF CHICO UNIFIED SCHOOL DISTRICT (BUTTE COUNTY, CALIFORNIA) ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES A, AND ACTIONS RELATED THERETO**

**WHEREAS**, a duly called municipal election was held in the Chico Unified School District (the "District"), Butte County (the "County"), State of California, on November 6, 2012 (the "Election") and thereafter canvassed pursuant to law;

**WHEREAS**, at the Election there was submitted to and approved by the requisite fifty-five percent or more vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for the various purposes set forth in the ballot submitted to the voters, in the maximum amount not-to-exceed \$78,000,000, payable from the levy of an *ad valorem* tax against the taxable property in the District (the "Authorization");

**WHEREAS**, at this time this Board of Education (the "Board") has determined that it is necessary and desirable to issue the first series of bonds under the Authorization in an aggregate principal amount not-to-exceed \$15,000,000, and to be styled as Chico Unified School District (Butte County, California) Election of 2012 General Obligation Bonds, Series A" (the "Bonds");

**WHEREAS**, pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Government Code"), the Bonds are authorized to be issued by the District for purposes set forth in the ballot submitted to the voters at the Election;

**WHEREAS**, this Board desires to authorize the issuance of the Bonds in one or more series of taxable or tax-exempt bonds, and further as any combination of current interest bonds, capital appreciation bonds, or convertible capital appreciation bonds;

**WHEREAS**, the District has not filed with nor received from the Butte County Office of Education a qualified or negative certification in its most recent interim financial report pursuant to Section 42131 of the California Education Code;

**WHEREAS**, this Board desires to appoint certain professionals to provide services related to the issuance of the Bonds; and

**WHEREAS**, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of Bonds, is within all limits prescribed by law;

**NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED BY THE BOARD OF EDUCATION OF THE CHICO UNIFIED SCHOOL DISTRICT, BUTTE COUNTY, CALIFORNIA, AS FOLLOWS:**

**SECTION 1     Authorization for Issuance of the Bonds.** To raise money for the purposes authorized by the voters of the District at the Election, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith, the Board hereby authorizes the issuance of the Bonds pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code in one or more series of taxable or tax-exempt bonds, with appropriate designation if more than one series is issued, and as any combination of Current Interest, Capital Appreciation and Convertible Capital Appreciation Bonds (as defined herein), as set forth in the fully executed Bond Purchase Contract (as defined herein). The Board further orders such Bonds sold such that the Bonds shall be dated as of a date to be determined by an Authorized Officer (defined herein), shall be payable upon such terms and provisions as shall be set forth in the Bonds, and shall be in an aggregate principal amount not-to-exceed \$15,000,000.

**SECTION 2     Paying Agent.** This Board does hereby appoint The Bank of New York Mellon Trust Company, N.A. as the Paying Agent (defined herein) for the Bonds on behalf of the District. This Board hereby approves the payment of the reasonable fees and expenses of the Paying Agent as they shall become due and payable. The fees and expenses of the Paying Agent which are not paid as a cost of issuance of the Bonds may be paid in each year from *ad valorem* taxes levied and collected for the payment thereof, insofar as permitted by law, including specifically by Section 15232 of the Education Code.

**SECTION 3     Terms and Conditions of Sale.** The Bonds shall be sold upon the direction of the Superintendent or the Assistant Superintendent, Business Services of the District, or such other officers or employees of the District as the Superintendent or the Assistant Superintendent, Business Services may designate (collectively, the “Authorized Officers”). The Board hereby authorizes the sale of the Bonds at a negotiated sale, which is determined to provide more flexibility in the timing of the sale, an ability to implement the sale in a shorter time period, an increased ability to structure the Bonds to fit the needs of particular purchasers, and a greater opportunity for the Underwriter (as defined herein) to pre-market the Bonds to potential purchasers prior to the sale, all of which will contribute to the District’s goal of achieving the lowest overall cost of funds. The Bonds shall be sold pursuant to the terms and conditions set forth in the Purchase Contract, as described below.

**SECTION 4     Approval of Purchase Contract.** The form of bond purchase contract (the “Purchase Contract”) by and between the District and De La Rosa & Co. (the “Underwriter”), for the purchase and sale of the Bonds, substantially in the form on file with the Board, is hereby approved and the Authorized Officers, each alone, are hereby authorized and requested to acknowledge the execution of such Purchase Contract; provided, however, that the maximum interest rate on the Bonds shall not exceed the maximum rate permitted by law and the underwriting discount thereon, excluding original issue discount, shall not exceed 1.0% of the aggregate principal amount of Bonds issued. The Authorized Officers, each alone, are further authorized to determine the principal amount of the Bonds to be specified in the Purchase Contract for sale by the District up to \$15,000,000 and to enter into and execute the Purchase Contract with the Underwriter, if the conditions set forth in this Resolution are satisfied. The Board estimates that the costs associated with the issuance of the Bonds, including compensation to the Underwriter (but excluding fees of the Bond Insurer, if any), will equal approximately 2.5% of the principal amount of the Bonds.

**SECTION 5     Certain Definitions.** As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Purchase Contract):

(a) **“Accreted Interest”** means, with respect to Capital Appreciation Bonds and Convertible Capital Appreciation Bonds prior to the Conversion Date, the Accreted Value thereof minus the Denominational Amount thereof as of the date of calculation.

(b) **“Accretion Rate”** means, unless otherwise provided by the Purchase Contract, that rate which, when applied to the Principal Amount of a Capital Appreciation Bond or a Convertible Capital Appreciation Bond prior to the Conversion Date, and compounded semiannually on each February 1 and August 1, (commencing on August 1, 2013), produces the Maturity Value on the maturity date (with respect to Capital Appreciation Bonds) and the Conversion Value on the Conversion Date (with respect to Convertible Capital Appreciation Bonds).

(c) **“Accreted Value”** means, as of the date of calculation, with respect to Capital Appreciation Bonds and Convertible Capital Appreciation Bonds prior to the Conversion Date, the Denominational Amount thereof plus Accreted Interest thereon to such date of calculation, compounded semiannually on each February 1 and August 1, commencing on August 1, 2013 (unless otherwise provided in the Purchase Contract) at the stated Accretion Rate to maturity thereof, assuming in any such semiannual period that such Accreted Value increases in equal daily amounts on the basis of a 360-day year of 12, 30-day months.

(d) **“Beneficial Owner”** means, when used with reference to book-entry Bonds registered pursuant to Section 6 hereof, the person who is considered the beneficial owner of such Bonds pursuant to the arrangements for book entry determination of ownership applicable to the Depository.

(e) **“Bond Insurer”** means any insurance company which issues a municipal bond insurance policy insuring the payment of Principal, Conversion Value and Maturity Value of and interest on the Bonds.

(f) **“Bond Payment Date”** means, as applicable (and unless otherwise provided by the Purchase Contract), (i) with respect to the Current Interest Bonds, February 1 and August 1 of each year commencing August 1, 2013 with respect to interest thereon, and the stated maturity dates thereof with respect to the Principal payments on the Current Interest Bonds, (ii) with respect to interest on the Convertible Capital Appreciation Bonds, February 1 and August 1 of each year, commencing on the first February 1 or August 1 following the respective Conversion Dates thereof, and the stated maturity dates thereof with respect to the Conversion Value of the Convertible Capital Appreciation Bonds, and (iii) with respect to the Capital Appreciation Bonds, the stated maturity dates thereof.

(g) **“Capital Appreciation Bonds”** means the Bonds the interest component of which is compounded semiannually on each February 1 and August 1 (commencing on August 1, 2013 (unless otherwise provided in the Purchase Contract)) to maturity as shown in the table of Accreted Value for such Bonds in the Official Statement or Purchase Contract, as the case may be.

(h) **“Code”** means the Internal Revenue Code of 1986, as amended. Reference to any particular section of the Code shall be deemed to be a reference to any successor to any such section.

(i) **“Continuing Disclosure Certificate”** means that certain Continuing Disclosure Certificate executed by the District pursuant to paragraph (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, dated as of the date of issuance of the Bonds, as amended from time to time in accordance with the provisions thereof.

(j) **“Conversion Date”** means, with respect to Convertible Capital Appreciation Bonds, the date from which such Bonds bear interest on a current, periodic basis.

(k) **“Conversion Value”** means, with respect to Convertible Capital Appreciation Bonds, the Accreted Value as of the Conversion Date.

(l) **“Convertible Capital Appreciation Bonds”** means the Bonds the interest component of which is compounded semiannually to the respective Conversion Dates thereof as shown in the table Accreted Values for the Bonds in the Official Statement or Purchase Contract, as the case may be, and which bear interest from such respective Conversion Dates on the Conversion Value thereof, payable semiannually on each Bond Payment Date.

(m) **“Current Interest Bonds”** means the Bonds the interest on which is payable semiannually on each Bond Payment Date specified for each such Bond as designated and maturing in the years and in the amounts set forth in the Purchase Contract.

(n) **“Dated Date”** means the date of initial issuance and delivery of the Bonds, or such other date as shall appear in the Purchase Contract or Official Statement.

(o) **“Denominational Amount”** means the initial Principal Amount of any Capital Appreciation Bond or Convertible Capital Appreciation Bond.

(p) **“Depository”** means the entity acting as securities depository for the Bonds pursuant to Section 6(c) hereof.

(q) **“DTC”** means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, in its capacity as the initial Depository for the Bonds.

(r) **“Fair Market Value”** means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term “Fair Market Value” means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent (10%)

beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

(s) **“Holder” or “Owner”** means the registered owner of a Bond as set forth on the registration books maintained by the Paying Agent pursuant to Section 6 hereof.

(t) **“Information Services”** means Financial Information, Inc.’s Financial Daily Called Bond Service; Mergent, Inc.’s Called Bond Department; or Standard & Poor’s J.J. Kenny Information Services’ Called Bond Service.

(u) **“Maturity Value”** means the Accreted Value of any Capital Appreciation Bond on its maturity date.

(v) **“Nominee”** means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 6(c) hereof.

(w) **“Non-AMT Bonds”** means obligations the interest on which is excludable from gross income for federal income tax purposes under Section 103(a) of the Code and not treated as an item of tax preference under Section 57(a)(5)(C) of the Code, that are legal investments pursuant to Section 53601 of the Government Code of the State of California.

(x) **“Official Statement”** means the Official Statement for the Bonds, as described in Section 17 hereof.

(y) **“Outstanding”** means, when used with reference to the Bonds, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:

(i) Bonds canceled at or prior to such date;

(ii) Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to Section 8 hereof; or

(iii) Bonds for the payment or redemption of which funds or Federal Securities in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Bonds), in accordance with Section 19 of this Resolution

(z) **“Participants”** means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(aa) **“Paying Agent”** means, initially, The Bank of New York Mellon Trust Company, N.A., and afterwards any successor thereto, acting as the authenticating agent, bond registrar, transfer agent and paying agent for the Bonds.

(bb) **“Permitted Investments”** means (i) any lawful investments permitted by Section 16429.1 and Section 53601 of the Government Code, including Non-AMT Bonds and Qualified Non-AMT Mutual Funds, (ii) shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code which invests exclusively in

investments permitted by Section 53635 of the Government Code, but without regard to any limitations in such Section concerning the percentage of moneys available for investment being invested in a particular type of security, (iii) a guaranteed investment contract with a provider rated in at least the second highest category by each Rating Agency then rating the Bonds and approved by the Bond Insurer, if any, (iv) the Local Agency Investments Fund of the California State Treasurer, (v) the county investment pool maintained by the Treasurer of the County, and (vi) State and Local Government Series Securities.

(cc) **“Principal”** or **“Principal Amount”** means, with respect to any Current Interest Bond, the Principal Amount thereof, with respect to any Capital Appreciation Bond or Convertible Capital Appreciation Bond, the Denominational Amount thereof.

(dd) **“Qualified Non-AMT Mutual Fund”** means stock in a regulated investment company to the extent that at least 95% of the income of such regulated investment company is interest that is excludable from gross income under Section 103 of the Code and not an item of tax preference under Section 57(a)(5)(C) of the Code.

(ee) **“Qualified Permitted Investments”** means (i) Non-AMT Bonds, (ii) Qualified Non-AMT Mutual Funds, (iii) other Permitted Investments authorized by an opinion of Bond Counsel to the effect that such investment would not adversely affect the tax-exempt status of the Bonds, and (iv) Permitted Investments of proceeds of the Bonds, and interest earned on such proceeds, held not more than thirty days pending reinvestment or Bond redemption. A guaranteed investment contract or similar investment agreement (e.g. a forward supply contract, GIC, repo, etc.) does not constitute a Qualified Permitted Investment.

(ff) **“Rating Agencies”** means (i) Standard & Poor’s Rating Service, a Standard & Poor’s Financial Services LLC business, (ii) Fitch Ratings and (iii) Moody’s Investors Service.

(gg) **“Record Date”** means the close of business on the 15th day of the month preceding each Bond Payment Date.

(hh) **“Securities Depository”** means The Depository Trust Company, 55 Water Street, New York, New York 10041, Tel: (212) 855-1000 or Fax: (212) 855-7320.

(ii) **“Taxable Bonds”** means any Bonds not issued as Tax-Exempt Bonds.

(jj) **“Tax-Exempt Bonds”** means any Bonds the interest in which is excludable from gross income for federal income tax purposes and is not treated as an item of tax preference for purposes of calculating the federal alternative minimum tax, as further described in an opinion of Bond Counsel supplied to the original purchasers of such Bonds.

(kk) **“Term Bonds”** means those Bonds for which mandatory redemption dates have been established in the Purchase Contract.

(ll) **“Transfer Amount”** means, (i) with respect to any Outstanding Current Interest Bond, the Principal Amount, (ii) with respect to any Outstanding Capital Appreciation Bond, the Maturity Value, and (iii) with respect to any Outstanding Convertible Capital Appreciation Bonds, the Conversion Value.

(mm) “**Treasurer**” means the Treasurer-Tax Collector of the County, or other comparable officer of the County.

## **SECTION 6     Terms of the Bonds.**

(a)     Denomination, Interest, Dated Dates. The Bonds shall be issued as fully registered bonds registered as to both Principal and interest, in the following denominations: (i) with respect to the Current Interest Bonds, \$5,000 Principal Amount or any integral multiple thereof, (ii) with respect to the Capital Appreciation Bonds, \$5,000 Maturity Value, or any integral multiple thereof, and (iii) with respect to Convertible Capital Appreciation Bonds, \$5,000 Conversion Value or any integral multiple thereof. The Bonds shall bear or accrete interest at a rate or rates such that the interest rate shall not exceed that authorized at the Election. The Bonds will initially be registered to “Cede & Co.”, the Nominee of the Depository Trust Company, New York, New York.

Each Current Interest Bond shall be dated as of the Dated Date, and shall bear interest from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated during the period from the 16<sup>th</sup> day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from its Dated Date. Interest shall be payable on the respective Bond Payment Dates and shall be calculated on the basis of a 360-day year of 12, 30-day months.

The Capital Appreciation Bonds shall mature in the years, shall be issued in aggregate Principal Amounts, shall have Accretion Rates and shall have denominations per each \$5,000 in Maturity Value as shown in the Accreted Value Table attached to the Official Statement or Purchase Contract. The Convertible Capital Appreciation Bonds shall mature in the years, shall be issued in the aggregate Principal Amounts, shall have Accretion Rates and shall have denominations per each \$5,000 in Conversion Value as shown in such Accreted Value Table; provided, that in the event that the amount shown in such Accreted Value Table and the Accreted Value caused to be calculated by the District and approved by the Bond Insurer, if any, by application of the definition of Accreted Value set forth in Section 5 differ, the latter amount shall be the Accreted Value of such Capital Appreciation Bond or Convertible Capital Appreciation Bond, as applicable.

Each Capital Appreciation Bond shall be dated, and shall accrete interest from, its date of initial delivery. Capital Appreciation Bonds will not bear interest on a current basis.

Prior to their respective Conversion Dates, each Convertible Capital Appreciation Bond shall not bear current interest but will accrete in value through the Conversion Date thereof, from its Denominational Amount on the Date of Delivery thereof to its Conversion Value on the applicable Conversion Date. From and after its Conversion Date, each Convertible Capital Appreciation Bond will bear current, periodic interest, and such interest will accrue based upon the Conversion Value of such Bonds at the Conversion Date. No payment will be made to the Owners of Convertible Capital Appreciation Bonds on the respective Conversion Dates thereof.

### **(b)     Redemption.**

(i)     Terms of Redemption. The Bonds shall be subject to optional or mandatory sinking fund redemption prior to maturity as provided in the Purchase Contract or the Official Statement.

(ii) Selection of Bonds for Redemption. Whenever provision is made in this Resolution for the optional redemption of Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Bonds for redemption as directed by the District and, if not so directed, by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that (A) the portion of any Current Interest Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof, (B) the portion of any Capital Appreciation Bond to be redeemed in part shall be in integral multiples of the Accreted Value per \$5,000 Maturity Value thereof, (C) and the portion of any Convertible Capital Appreciation Bond to be redeemed in part shall be in integral multiples of the Accreted Value per \$5,000 Conversion Value thereof.

The Purchase Contract may provide that (i) in the event that any portion of Bonds subject to mandatory sinking fund redemption are optionally redeemed prior to maturity, the remaining mandatory sinking fund payments with respect to such Bonds shall be reduced proportionately, in integral multiples of \$5,000 principal amount, in respect of the portion of such Bonds optionally redeemed, and (ii) within a maturity, Bonds shall be selected for redemption on a "Pro Rata Pass-Through Distribution of Principal" basis in accordance with DTC procedures, provided further that, such redemption is made in accordance with the operational arrangements of DTC then in effect.

(iii) Notice of Redemption. When redemption is authorized or required pursuant to Section 6(b) hereof, the Paying Agent, upon written instruction from the District, shall give notice (a "Redemption Notice") of the redemption of the Bonds. Such Redemption Notice shall specify: the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, the date of redemption, the place or places where the redemption will be made, including the name and address of the Paying Agent, the redemption price, the CUSIP numbers (if any) assigned to the Bonds to be redeemed, the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the Principal Amount, Conversion Value or Accreted Value of such Bond to be redeemed, and the original issue date, interest rate or Accretion Rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued or accreted to the redemption date, and that from and after such date, interest with respect thereto shall cease to accrue or accrete.

The Paying Agent shall take the following actions with respect to each such Redemption Notice:

(a) At least 20 but not more than 60 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register.

(b) At least 20 but not more than 60 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to the Securities Depository.

(c) At least 20 but not more than 60 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service, to one of the Information Services.

A certificate of the Paying Agent or the District that a notice of redemption has been given as provided herein shall be conclusive as against all parties. Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

With respect to any notice of redemption of Bonds (or portions thereof) pursuant to Section 6(b)(i) hereof, unless upon the giving of such notice such Bonds or portions thereof shall be deemed to have been defeased pursuant to Section 19 hereof, such notice shall state that such redemption shall be conditional upon the receipt by an independent escrow agent selected by the District on or prior to the date fixed for such redemption of the moneys necessary and sufficient to pay the Principal, Conversion Value and Maturity Value of, and premium, if any, and interest on, such Bonds (or portions thereof) to be redeemed, and that if such moneys shall not have been so received said notice shall be of no force and effect, no portion of the Bonds shall not be subject to redemption on such date and such Bonds shall not be required to be redeemed on such date. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption shall not be made and the Paying Agent shall within a reasonable time thereafter (but in no event later than the date originally set for redemption) give notice to the persons to whom and in the manner in which the notice of redemption was given that such moneys were not so received.

(iv) Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in Transfer Amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(v) Effect of Notice of Redemption. Notice having been given as aforesaid, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside as provided in Section 19 hereof, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in Section 6(b) hereof, together with interest accrued to such redemption date, shall be held in trust so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Bonds to be redeemed shall cease to accrue or accrete and become payable. All money held for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed.

(vi) Bonds No Longer Outstanding. When any Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which instructions to call for redemption prior to maturity at the earliest redemption date

have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held irrevocably in trust for the payment of the redemption price of such Bonds or portions thereof, and, in the case of Current Interest Bonds and Convertible Capital Appreciation Bonds after the Conversion Date, accrued interest with respect thereto to the date fixed for redemption, all as provided in this Resolution, then such Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 6 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be cancelled by the Paying Agent.

(c) Book-Entry System.

(i) Election of Book-Entry System. The Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Bonds in an authorized denomination (except for any odd denomination Bond). The ownership of each such Bond shall be registered in the Bond Register (as defined below) in the name of the Nominee, as nominee of the Depository and ownership of the Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 6(c)(i)(4).

With respect to book-entry Bonds, the District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Bonds, (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Bond Register, of any notice with respect to book-entry Bonds, including any notice of redemption, (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Bonds to be prepaid in the event the District redeems the Bonds in part, or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to Accreted Value, Conversion Value, and Principal of, and premium, if any, or interest on the book-entry Bonds. The District and the Paying Agent may treat and consider the person in whose name each book-entry Bond is registered in the Bond Register as the absolute Owner of such book-entry Bond for the purpose of payment of Accreted Value, Conversion Value, or Principal of and premium and interest on and to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all Accreted Value, Conversion Value, or Principal of and premium, if any, and interest on the Bonds only to or upon the order of the respective Owner, as shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of Accreted Value, Conversion Value, or Principal of, and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of Accreted Value, Conversion Value, or Principal of, and premium, if any, and interest on the Bonds. Upon delivery by the Depository to the Owner and the Paying Agent, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word Nominee in this Resolution shall refer to such nominee of the Depository.

1. Delivery of Letter of Representations. In order to qualify the book-entry Bonds for the Depository's book-entry system, the District and the Paying Agent shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District or the Paying Agent any obligation whatsoever with respect to persons having interests in such book-entry Bonds other than the Owners, as shown on the Bond Register. By executing a Letter of Representations, the Paying Agent shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District and the Paying Agent shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify book-entry Bonds for the Depository's book-entry program.

2. Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for book-entry Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the Beneficial Owners of the Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such Outstanding book-entry Bond, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being registered in such Bond Register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Bonds shall designate, in accordance with the provisions of this Section 6(c).

3. Payments and Notices to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all Outstanding Bonds are held in book-entry form and registered in the name of the Nominee, all payments by the District or the Bond Register with respect to Accreted Value, Conversion Value or Principal of and premium, if any, or interest on the Bonds and all notices with respect to such Bonds, including notices of redemption, shall be made and given, respectively to the Nominee, as provided in the Letter of Representations or as otherwise required or instructed by the Depository and agreed to by the Paying Agent notwithstanding any inconsistent provisions herein.

4. Transfer of Bonds to Substitute Depository.

(A) The Bonds shall be initially issued as described in the Official Statement described herein. Registered ownership of such Bonds, or any portions thereof, may not thereafter be transferred except:

(1) to any successor of DTC or its nominee, or of any substitute depository designated pursuant to Section 6(c)(i)(4)(A)(2) ("Substitute Depository"); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC (or its successor) is no

longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(1) or (2), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Bonds then Outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(3), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(C) In the case of a partial redemption or an advance refunding of any Bonds evidencing a portion of the Maturity Value, Conversion Value or Principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Bonds indicating the date and amounts of such reduction in Conversion Value, Maturity Value or Principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository's failure to make such notations or errors in making such notations.

(D) The District and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the Owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any Beneficial Owners of the Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such Beneficial Owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the Owners of the Bonds.

**SECTION 7     Execution of the Bonds.** The Bonds shall be signed by the President of the Board, or other member of the Board authorized to do so by resolution of the Board, by their manual or facsimile signature and countersigned by the manual or facsimile signature of the Secretary of the Board, all in their official capacities. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Bond is signed by the Paying Agent as authenticating agent. Authentication by the

Paying Agent shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

**SECTION 8     Paying Agent; Transfer and Exchange.** So long as any of the Bonds remains Outstanding, the District will cause the Paying Agent to maintain and keep at its principal office all books and records necessary for the registration, exchange and transfer of the Bonds as provided in this Section. Subject to the provisions of Section 9 below, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute Owner of that Bond for all purposes of this Resolution. Payment of or on account of the Principal, Conversion Value, or Accreted Value of and premium, if any, and interest on any Bond shall be made only to or upon the order of such Owner; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Bonds, including interest, to the extent of the amount or amounts so paid.

Any Bond may be exchanged for Bonds of like series, tenor, maturity and Transfer Amount upon presentation and surrender at the principal office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred on the Bond Register only upon presentation and surrender of the Bond at the principal office of the Paying Agent together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new bond or bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the Transfer Amount of the Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date. Capital Appreciation Bonds, Convertible Capital Appreciation Bonds and Current Interest Bonds may not be exchanged for one another.

If any Bond shall become mutilated, the District, at the expense of the Owner of said Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like series, tenor, maturity and Transfer Amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Paying Agent of the Bond so mutilated. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Paying Agent and, if such evidence be satisfactory to the Paying Agent and indemnity for the Paying Agent and the District satisfactory to the Paying Agent shall be given by the Owner, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like series, tenor, maturity and Transfer Amount in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Bond the Paying Agent may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Paying Agent and the District). The Paying Agent may require payment of a reasonable fee for each new Bond issued under this paragraph and of the expenses which may be incurred by the District and the Paying Agent.

If signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the District. In all cases of exchanged or transferred Bonds, the District shall sign and the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing

the same debt, and entitled to the same security and benefit under this Resolution as the Bonds surrendered upon that exchange or transfer.

Any Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Bonds that the District may have acquired in any manner whatsoever, and those Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Bonds shall be made to the District by the Paying Agent as requested by the District. The cancelled Bonds shall be retained for three years, then returned to the District or destroyed by the Paying Agent as directed by the District.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Bonds during a period beginning with the opening of business on the 16th business day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable notice of redemption is given or (b) to transfer any Bonds which have been selected or called for redemption in whole or in part.

**SECTION 9     Payment.** Payment of interest on any Current Interest Bond or Convertible Capital Appreciation Bond after its respective Conversion Date, shall be made on any Bond Payment Date to the person appearing on the registration books of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by wire transfer or check mailed to such Owner on the Bond Payment Date at his address as it appears on such registration books or at such other address as he may have filed with the Paying Agent for that purpose on or before the Record Date. The Owner in an aggregate Principal Amount, Conversion Value or Maturity Value of One Million Dollars (\$1,000,000) or more may request in writing to the Paying Agent that such Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The Principal, and redemption premiums, if any, payable on the Current Interest Bonds, the Accreted Value and redemption premiums, if any, on the Capital Appreciation Bonds, and the Accreted Value, Conversion Value and redemption premiums, if any, on Convertible Capital Appreciation Bonds shall be payable upon maturity or redemption upon surrender at the principal office of the Paying Agent. The Accreted Value, Conversion Value and Principal of, and premiums, if any, and interest on, the Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Bonds when duly presented for payment at maturity, and to cancel all Bonds upon payment thereof. The Bonds are general obligations of the District and do not constitute an obligation of the County except as provided in this Resolution. No part of any fund of the County is pledged or obligated to the payment of the Bonds.

**SECTION 10     Forms of Bonds.** The Bonds shall be in substantially the forms as set forth in Exhibit A hereto, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Resolution and the Purchase Contract.

**SECTION 11     Delivery of Bonds.** The proper officials of the District shall cause the Bonds to be prepared and, following their sale, shall have the Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Underwriter upon payment of the purchase price therefor.

**SECTION 12     Deposit of Proceeds of Bonds.** (a) The purchase price received from the Underwriter pursuant to the Purchase Contract, to the extent of the Principal Amount thereof, shall be paid to the County to the credit of the fund hereby authorized to be created to be known as the "Chico

Unified School District Election of 2012 General Obligation Bonds, Series A Building Fund” (the “Building Fund”) of the District, shall be kept separate and distinct from all other District and County funds, and those proceeds shall be used solely for the purpose for which the Bonds are being issued and provided further that such proceeds shall be applied solely to the purposes authorized by the voters of the District at the Election. The County shall have no responsibility for assuring the proper use of the Bond proceeds by the District. The Building Fund may contain subaccounts if the Bonds are issued in more than one series. The purchase price received from the Underwriter pursuant to the Purchase Contract, to the extent of any accrued interest and any net original issue premium, shall be kept separate and apart in the fund hereby authorized to be created and designated as the “Chico Unified School District Election of 2012 General Obligation Bonds, Series A Debt Service Fund” (the “Debt Service Fund”) for the Bonds and used for payment of Accreted Value, Conversion Value, or Principal of and interest on the Bonds, and for no other purpose. Interest earnings on monies held in the Building Fund shall be retained in the Building Fund. Interest earnings on monies held in the Debt Service Fund shall be retained in the Debt Service Fund. Any excess proceeds of the Bonds not needed for the authorized purposes set forth herein for which the Bonds are being issued upon written notice from the District shall be transferred to the Debt Service Fund and applied to the payment of Accreted Value, Conversion Value or Principal of and interest on the Bonds. If, after payment in full of the Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District.

The costs of issuance of the Bonds are hereby authorized to be paid either from premium withheld by the Underwriter upon the sale of the Bonds, or from the Principal Amount of the Bonds received from the Underwriter. To the extent costs of issuance are paid from such Principal Amount, the District, may direct that a portion thereof, in an amount not-to-exceed 2.0% of such Principal Amount, in lieu of being deposited into the Building Fund, be deposited in a costs of issuance account to be held by a fiscal agent of the District appointed for such purpose.

(b) Moneys in the Debt Service Fund and the Building Fund shall be invested at the written direction of the District, and after consultation with the County, in Permitted Investments. If at the time of issuance the District determines to issue the Bonds as Tax-Exempt Bonds without regard to the Internal Revenue Code “temporary period” restrictions, all investment of Bond proceeds shall be subject to paragraph (1) below; and the District, in consultation with the County, may provide for an agent to assist the County in investing funds pursuant to paragraph (1) below. If the District fails to direct the County or its agent, as the case may be, the County or its agent shall invest or cause the funds in the Building Fund to be invested in Qualified Permitted Investments, subject to the provisions of paragraph (1) below, until such time as the District provides written direction to invest such funds otherwise. Neither the County nor its officers and agents, as the case may be, shall have any responsibility or obligation to determine the tax consequences of any investment. The interest earned on the moneys deposited to the Building Fund shall be applied as set forth in subparagraph (1)(C) below:

(1) Covenant Regarding Investment of Proceeds.

(A) Permitted Investments. Beginning on the delivery date, and at all times until expenditure for authorized purposes, not less than 95% of the proceeds of the Bonds deposited in the Building Fund, including investment earnings thereon, will be invested in Qualified Permitted Investments. Notwithstanding the preceding provisions of this Section, for purposes of this paragraph, amounts derived from the disposition or redemption of Qualified Permitted Investments and held pending reinvestment or

redemption for a period of not more than 30 days may be invested in Permitted Investments. The District hereby authorizes investments made pursuant to this Resolution with maturities exceeding five years.

(B) Recordkeeping and Monitoring Relating to Building Fund.

i. Information Regarding Permitted Investments. The District hereby covenants that it will record or cause to be recorded with respect to each Permitted Investment in the Building Fund the following information: purchase date; purchase price; information establishing the Fair Market Value of such Permitted Investment; face amount; coupon rate; periodicity of interest payments; disposition price; disposition date; and any accrued interest received upon disposition.

ii. Information in Qualified Non-AMT Mutual Funds. The District hereby covenants that, with respect to each investment of proceeds of the Bonds in a Qualified Non-AMT Mutual Fund pursuant to paragraph (1)(A) above, in addition to recording, or causing to be recorded, the information set forth in paragraph (1)(B)(i) above, it will retain a copy of each IRS information reporting form and account statement provided by such Qualified Non-AMT Mutual Fund.

iii. Monthly Investment Fund Statements. The District covenants that it will obtain, at the beginning of each month following the delivery date, a statement of the investments in the Building Fund detailing the nature, amount and value of each investment as of such statement date.

iv. Retention of Records. The District hereby covenants that it will retain the records referred to in paragraph (1)(B)(i) and each IRS information reporting form referred to in paragraph (1)(B)(ii) with its books and records with respect to the Bonds until three years following the last date that any obligation comprising the Bonds is retired.

(C) Interest Earned on Permitted Investments. The interest earned on the moneys deposited in the Building Fund shall be deposited in the Building Fund and used for the purposes of that fund.

Except as required to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of moneys held in the Debt Service Fund shall be retained in the Debt Service Fund and used by the County to pay the Accreted Value, Conversion Value or Principal of and interest on the Bonds when due.

**SECTION 13 Rebate Fund.** The following provisions shall apply to any Bonds issued as Tax-Exempt Bonds.

(a) The District shall create and establish a special fund designated the Chico Unified School District Election of 2012 General Obligation Bonds, Series A Rebate Fund” (the “Rebate Fund”). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the “Rebate Requirement”) pursuant to Section 148 of the Code, and the Treasury Regulations promulgated thereunder (the “Treasury Regulations”). Such amounts shall be free and clear of any lien hereunder

and shall be governed by this Section and by the Tax Certificate to be executed by the District in connection with the Tax-Exempt Bonds (the "Tax Certificate").

(b) Within 45 days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate), (1) the District shall calculate or cause to be calculated with respect to the Bonds the amount that would be considered the "rebate amount" within the meaning of Section 1.148-3 of the Treasury Regulations, using as the "computation date" for this purpose the end of such Bond Year, and (2) the District shall deposit to the Rebate Fund from amounts on deposit in the other funds established hereunder or from other District funds, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the "rebate amount" so calculated. The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence, if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the "rebate amount" calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section. The District shall not be required to calculate the "rebate amount" and shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Bonds (including amounts treated as proceeds of the Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to the Rebate Requirement pursuant to whichever of said sections is applicable, (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a "bona fide debt service fund." In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Any funds remaining in the Rebate Fund after redemption of all the Bonds and any amounts described in paragraph (2) of subsection (d) of this Section, or provision made therefor satisfactory to the District, including accrued interest, shall be remitted to the District.

(d) Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the "rebate amount" and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(1) not later than 60 days after the end of (i) the fifth Bond Year, and (ii) each fifth Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the "rebate amount" calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Treasury Regulations; and

(2) not later than 60 days after the payment of all Bonds, an amount equal to 100% of the "rebate amount" calculated as of the date of such payment (and any income attributable to the "rebate amount" determined to be due and payable) in accordance with Section 1.148-3 of the Treasury Regulations.

(e) In the event that, prior to the time any payment is required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is

due, the District shall calculate (or have calculated) the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(f) Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by the District.

(g) In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the "rebate amount" calculated in accordance with said subsection, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) The District shall retain records of all determinations made hereunder until three years after the complete retirement of the Bonds.

(i) Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Bonds.

**SECTION 14 Security for the Bonds.** There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Bonds are Outstanding in an amount sufficient to pay the Principal, Conversion Value and Accreted Value of and interest on the Bonds when due, which moneys when collected will be placed in the Debt Service Fund of the District, which fund is hereby designated for the payment of the Principal, Conversion Value and Accreted Value of and interest on the Bonds when and as the same fall due, and for no other purpose.

The moneys in the Debt Service Fund, to the extent necessary to pay the Principal, Conversion Value and Accreted Value of and interest on the Bonds as the same become due and payable, shall be transferred by the Treasurer to the Paying Agent which, in turn, shall pay such moneys to DTC to pay such Principal, Conversion Value Accreted Value and interest. DTC will thereupon make payments of Principal, Conversion Value and Accreted Value of and interest on the Bonds to the DTC Participants who will thereupon make payments of such Principal, Conversion Value, Accreted Value and interest to the Beneficial Owners of the Bonds. Any moneys remaining in the Debt Service Fund after the Bonds and the interest thereon have been paid in full, or provision for such payment has been made, shall be transferred to the general fund of the District, pursuant to the Education Code Section 15234.

**SECTION 15 Arbitrage Covenant.** The District covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed thereunder or any predecessor section. Calculations for determining arbitrage requirements are the sole responsibility of the District.

**SECTION 16 Conditions Precedent.** The Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

**SECTION 17 Official Statement.** The Preliminary Official Statement relating to the Bonds, substantially in the form on file with the Board is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Underwriter to be used in connection with the offering and sale of the Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement “final” pursuant to 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriter a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The Underwriter is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Bonds and is directed to deliver copies of any final Official Statement to the purchasers of the Bonds. Execution of the Official Statement shall conclusively evidence the District’s approval of the Official Statement.

**SECTION 18 Insurance.** In the event the District purchases bond insurance for the Bonds, and to the extent that the Bond Insurer makes payment of the Principal, Conversion Value or Accreted Interest or of interest on the Bonds, it shall become the Owner of such Bonds with the right to payment of such Principal, Conversion Value, Accreted Interest or interest, and shall be fully subrogated to all of the Owners’ rights, including the Owners’ rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest components, the Paying Agent shall note the Bond Insurer’s rights as subrogee on the registration books for the Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Bonds, and (ii) in the case of subrogation as to claims for past due Principal, Conversion Value or Accreted Value, the Paying Agent shall note the Bond Insurer as subrogee on the registration books for the Bonds maintained by the Paying Agent upon surrender of the Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

**SECTION 19 Defeasance.** All or any portion of the Outstanding maturities of the Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which together with amounts transferred from the Debt Service Fund is sufficient to pay all Bonds Outstanding and designated for defeasance (including all Principal thereof, accreted or accrued interest thereon and redemption premiums, if any) at or before their maturity date; or

(b) Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and moneys transferred from the Debt Service Fund, be fully sufficient to pay and discharge all Bonds Outstanding and designated for defeasance (including all Principal thereof, accreted or accrued interest thereon and redemption premiums, if any) at or before their maturity date;

then, notwithstanding that any of such Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such designated Outstanding Bonds shall cease and terminate, except only the obligation of the independent escrow agent selected by the District to pay or

cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such designated Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, Government Obligations shall mean:

Direct and general obligations of the United States of America, or obligations that are unconditionally guaranteed as to principal and interest by the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or “prerefunded” municipal obligations rated in the highest rating category by Moody’s Investors Service (“Moody’s”) or Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business (“S&P”). In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (i) a bank or trust company acts as custodian and holds the underlying United States obligations; (ii) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (iii) the underlying United States obligations are held in a special account, segregated from the custodian’s general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed at least as high as direct and general obligations of the United States of America by either S&P or by Moody’s.

**SECTION 20    Nonliability of County.** Notwithstanding anything to the contrary contained herein, in the Bonds or in any other document mentioned herein, neither the County, nor its officials, officers, employees or agents shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby, the Bonds are not a debt of the County or a pledge of the County’s full faith and credit, and the Bonds and any liability in connection therewith shall be paid solely from *ad valorem* taxes lawfully levied to pay the Principal, Conversion Value and Maturity Value of or interest on the Bonds.

**SECTION 21    Indemnification of County.** The District shall defend, indemnify and hold harmless the County, its officials, officers, agents and employees (“Indemnified Parties”) against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject based in whole or in part upon any acts or omission related to the Bonds, except with regard to the County’s responsibilities under Section 23 hereof. The District shall also reimburse the Indemnified Parties for any legal or other costs and expenses incurred in connection with investigating or defending any such claims or liabilities, except with regard to the County’s responsibilities under Section 23 hereof.

**SECTION 22    Reimbursement of County Costs.** The District shall reimburse the County for all costs and expenses incurred by the County, its officials, officers, agents and employees in issuing or otherwise in connection with the issuance of the Bonds.

**SECTION 23    Request to County to Levy Tax.** The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of *ad valorem* property taxes in each year sufficient to pay all Principal, Maturity Value, Conversion Value of and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The District hereby requests the Board of Supervisors to annually levy a tax upon all taxable property in the District

sufficient to pay all such Principal, Maturity Value, Conversion Value and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds.

**SECTION 24 Other Actions.** (a) Officers of the Board and District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby appoints De La Rosa & Co., as the Underwriter, Isom Advisors, a Division of Urban Futures, Inc., as Financial Advisor and Stradling Yocca Carlson & Rauth, a Professional Corporation, as Bond Counsel and Disclosure Counsel, all with respect to the issuance of the Bonds.

(c) Notwithstanding any other provisions contained herein, the provisions of this Resolution may be amended by the Purchase Contract and the Official Statement.

**SECTION 25 Resolution to County Treasurer-Tax Collector.** The Secretary to this Board is hereby directed to provide a certified copy of this Resolution to the Treasurer immediately following its adoption.

**SECTION 26 Continuing Disclosure.** The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated as of the Dated Date, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Any Bond Holder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. Noncompliance with this Section shall not result in acceleration of the Bonds.

**SECTION 27 Effective Date.** This Resolution shall take effect immediately upon its passage.

**SECTION 28 Further Actions Authorized.** It is hereby covenanted that the District, and its appropriate officials, have duly taken all actions necessary to be taken by them, and will take any additional actions necessary to be taken by them, for carrying out the provisions of this Resolution.

**SECTION 29 Recitals.** All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

PASSED, ADOPTED AND APPROVED this 27th day of March, 2013, by the following vote:

AYES:	MEMBERS	_____
NOES:	MEMBERS	_____
ABSTAIN:	MEMBERS	_____
ABSENT:	MEMBERS	_____

\_\_\_\_\_  
President of the Board of Education

ATTEST:

\_\_\_\_\_  
Secretary to the Board of Education

SECRETARY'S CERTIFICATE

I, Kelley Staley, Secretary to the Board of Education of the Chico Unified School District, Butte County, California, hereby certify as follows:

The foregoing is a full, true and correct copy of a Resolution duly adopted at a regular meeting of the Board of Education of said District duly and regularly and legally held at the regular meeting place thereof on March 27, 2013, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original Resolution adopted at said meeting and entered in said minutes.

Said Resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: \_\_\_\_\_, 2013

---

Secretary to the Board of Education of the Chico  
Unified School District

**EXHIBIT A**  
**FORMS OF BONDS**

(Form of Current Interest Bond)

REGISTERED  
NO.

REGISTERED  
\$

CHICO UNIFIED SCHOOL DISTRICT  
(BUTTE COUNTY, CALIFORNIA)  
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES A

<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>DATED AS OF:</u>	<u>CUSIP</u>
____% per annum	August 1, ____	____, 2013	

REGISTERED OWNER:      CEDE & CO.

PRINCIPAL AMOUNT:

The Chico Unified School District (the "District") in Butte County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing August 1, 2013. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2013, in which event it shall bear interest from the Date of Delivery. Interest shall be computed on the basis of a 360-day year of 12, 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered, such owner being the Registered Owner, on the Register maintained by the Paying Agent, initially The Bank of New York Mellon Trust Company, N.A.. Principal is payable upon presentation and surrender of this bond at the principal office of the Paying Agent. Interest is payable by check or draft mailed by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the Register at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date"). The Owner of Current Interest Bonds in the aggregate principal amount of \$1,000,000 or more may request in writing to the Paying Agent that the Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.

This bond is one of an authorization of bonds approved to raise money for the purposes authorized by voters of the District at the Election (defined herein) and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to

the laws of the State of California, and the requisite vote of the electors of the District cast at a general election held on November 6, 2012 (the "Election"), upon the question of issuing bonds in the amount of \$78,000,000 and the resolution of the Board of Education of the District adopted on March 27, 2013 (the "Bond Resolution"). This bond is being issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code. This bond and the issue of which this bond is one are payable as to both principal and interest solely from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount in accordance with California Education Code Sections 15250 and 15252.

[The bonds of this issue comprise (i) \$\_\_\_\_\_ principal amount of Current Interest Bonds, of which this bond is a part, (ii) Capital Appreciation Bonds of which \$\_\_\_\_\_ represents the Denominational Amount and \$\_\_\_\_\_ represents the Maturity Value, and (iii) Convertible Capital Appreciation Bonds, of which \$\_\_\_\_\_ represents the Denominational Amount and \$\_\_\_\_\_ represents the Conversion Value.]

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the designated office of the Paying Agent in San Francisco, California, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 16th business day next preceding either any Bond Payment Date or any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

The Current Interest Bonds maturing on or before August 1, 20\_\_ are not subject to redemption prior to their fixed maturity dates. The Current Interest Bonds maturing on or after August 1, 20\_\_ are subject to redemption at the option of the District, as a whole or in part, on any date on or after August 1, 20\_\_ at a redemption price equal to the principal amount of the Current Interest Bonds to be redeemed, plus interest thereon to the date fixed for redemption, without premium.

[The Current Interest Bonds maturing on August 1, 20\_\_, are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20\_\_, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amount represented by such Bonds to be so redeemed and the dates therefor and the final principal payment date is as indicated in the following table:]

Redemption Dates

Principal Amounts

TOTAL

If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by Paying as directed by the District in such manner as the District in its discretion may determine, and if not so directed, by lot; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof. If less than all of the bonds stated to mature on different dates shall be called for redemption, the particular bonds or portions thereof to be redeemed shall be called by the Paying Agent in any order directed by the District and, if not so directed, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of certain defined terms used herein, as well as the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

IN WITNESS WHEREOF, the Chico Unified School District, Butte County, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signature of the President of the Board of Education of the District, and to be countersigned by the manual or facsimile signature of the Secretary of the Board of Education of the District, all as of the date stated above.

CHICO UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_ (Facsimile Signature)  
President of the Board of Education

COUNTERSIGNED:

\_\_\_\_\_  
(Facsimile Signature)  
Secretary of the Board of Education

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on \_\_\_\_\_, 2013.

By: The Bank of New York Mellon Trust Company,  
N.A., as Paying Agent

\_\_\_\_\_  
Authorized Officer

### ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): \_\_\_\_\_ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: \_\_\_\_\_

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

### LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

\_\_\_\_\_  
(Facsimile Signature)

Secretary of the Board of Education

(Form of Legal Opinion)

(Form of Capital Appreciation Bond)

REGISTERED  
NO.

REGISTERED  
\$

CHICO UNIFIED SCHOOL DISTRICT  
(BUTTE COUNTY, CALIFORNIA)  
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES A

ACCRETION RATE:      MATURITY DATE:      DATED AS OF:      CUSIP  
                                 August 1, \_\_\_\_\_, 2013

REGISTERED OWNER:      CEDE & CO.

DENOMINATIONAL AMOUNT:

MATURITY VALUE:

The Chico Unified School District (the "District") in Butte County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Maturity Value on the Maturity Date, each as stated above, such Maturity Value comprising the Denominational Amount and interest accreted thereon. This bond will not bear current interest but will accrete interest, compounded on each February 1 and August 1, commencing August 1, 2013, at the Accretion Rate specified above to the Maturity Date, assuming that in any such semiannual period the sum of such compounded accreted interest and the Denominational Amount (such sum being herein called the "Accreted Value") increases in equal daily amounts on the basis of a 360-day year consisting of 12, 30-day months. Accreted Value and redemption premium, if any, are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered, such owner being the Registered Owner, on the Register maintained by the Paying Agent, initially The Bank of New York Mellon Trust Company, N.A.. Accreted Value and redemption premium, if any, are payable upon presentation and surrender of this bond at the principal office of the Paying Agent.

This bond is one of an authorization of bonds approved to raise money for the purposes authorized by voters of the District at the Election (defined herein) and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite vote of the electors of the District cast at a general election held on November 6, 2012 (the "Election"), upon the question of issuing bonds in the amount of \$78,000,000 and the resolution of the Board of Education of the District adopted on March 27, 2013 (the "Bond Resolution"). This bond is being issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code. This bond and the issue of which this bond is one are payable as to both principal and interest solely from the proceeds of the levy of ad valorem taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount in accordance with California Education Code Sections 15250 and 15252.

[The bonds of this issue comprise (i) \$\_\_\_\_\_ principal amount of Current Interest Bonds, (ii) Capital Appreciation Bonds, of which this bond is a part, and of which \$\_\_\_\_\_ represents the

Denominational Amount and \$\_\_\_\_\_ represents the Maturity Value, and (iii) Convertible Capital Appreciation Bonds, and of which \$\_\_\_\_\_ represents the Denominational Amount and \$\_\_\_\_\_ represents the Conversion Value.]

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the principal office of the Paying Agent, located in San Francisco, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 16th business day next preceding either any Bond Payment Date or any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

[The Capital Appreciation Bonds maturing on or before August 1, 20\_\_ are not subject to redemption prior to their fixed maturity dates. The Capital Appreciation Bonds maturing on or after August 1, 20\_\_ are subject to redemption at the option of the District, as a whole or in part, on any date on or after August 1, 20\_\_ at a redemption price equal to the Accreted Value of such Capital Appreciation Bonds to be redeemed as of the date set for such redemption, without premium.]

[The Capital Appreciation Bonds maturing on August 1, 20\_\_, are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20\_\_, at a redemption price equal to the Accreted Value of such Capital Appreciation Bonds as of the dates set for such redemption, without premium. The Accreted Value represented by such Bonds to be so redeemed and the dates therefor and the final payment date is as indicated in the following table:]

Redemption Dates

Accreted Value

TOTAL

If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by Paying as directed by the District in such manner as the District in its discretion may determine, and if not so directed, by lot; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of \$5,000 Maturity Value or some multiple thereof. If less than all of the bonds stated to mature on different dates shall be called for redemption, the particular bonds or portions thereof to be redeemed shall be called by the Paying Agent in any order directed by the District and, if not so directed, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of certain defined terms used herein, as well as the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

IN WITNESS WHEREOF, the Chico Unified School District, Butte County, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signature of the President of the Board of Education of the District, and to be countersigned by the manual or facsimile signature of the Secretary of the Board of Education of the District, all as of the date stated above.

CHICO UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_ (Facsimile Signature)  
President of the Board of Education

COUNTERSIGNED:

\_\_\_\_\_  
(Facsimile Signature)  
Secretary of the Board of Education

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on \_\_\_\_\_, 2013.

By: THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., as Paying Agent

\_\_\_\_\_  
Authorized Officer

### ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and ZIP code of Transferee): \_\_\_\_\_ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or by any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: \_\_\_\_\_

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

### LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation, in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

\_\_\_\_\_  
(Facsimile Signature)  
Secretary of the Board of Education

(Form of Legal Opinion)

(Form of Convertible Capital Appreciation Bond)

REGISTERED  
NO.

REGISTERED  
\$

CHICO UNIFIED SCHOOL DISTRICT  
(BUTTE COUNTY, CALIFORNIA)  
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES A

ACCRETION RATE TO <u>CONVERSION DATE</u>	<u>CONVERSION</u> <u>DATE</u>	INTEREST RATE AFTER THE <u>CONVERSION DATE</u>	MATURITY <u>DATE:</u>	<u>DATED AS OF:</u>	<u>CUSIP</u>
_____	_____, 20__	_____	_____, 20__	_____, 2013	_____

REGISTERED OWNER: CEDE & CO.

DENOMINATIONAL AMOUNT:

CONVERSION VALUE :

The Chico Unified School District (the "District") in Butte County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Conversion Value on the Maturity Date, each as stated above, such Conversion Value comprising the Denominational Amount and interest accreted thereon to the Conversion Date. Prior to the Conversion Date, this bond will not bear current interest but will accrete interest, compounded on each February 1 and August 1, commencing August 1, 2013, at the Accretion Rate specified above to the Conversion Date, assuming that in any such semiannual period the sum of such compounded accreted interest and the Denominational Amount (such sum being herein called the "Accreted Value") increases in equal daily amounts on the basis of a 360-day year consisting of 12, 30-day months. After the Conversion Date, the District promises to pay to the Registered Owner named above, interest on the Conversion Value from the Conversion Date until the Conversion Value is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year, commencing \_\_\_\_\_, 20\_\_ (the "Bond Payment Dates"). This bond will bear such interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 15<sup>th</sup> day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before \_\_\_\_\_ 15, 20\_\_, in which event it will bear interest from the Conversion Date. Conversion Value and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Register maintained by the Paying Agent, initially The Bank of New York Mellon Trust Company, N.A.. Accreted Value or Conversion Value and redemption premium, if any, are payable upon presentation and surrender of this bond at the principal office of the Paying Agent. Interest following the Conversion Date is payable by check or draft mailed by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the Register at the close of business on

the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date"). The Owner of Convertible Capital Appreciation Bonds in the aggregate Conversion Value of \$1,000,000 or more may request in writing to the Paying Agent that the Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.

This bond is one of an authorization of bonds approved to raise money for the purposes authorized by voters of the District at the Election (defined herein) and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite vote of the electors of the District cast at a general election held on November 6, 2012 (the "Election"), upon the question of issuing bonds in the amount of \$78,000,000 and the resolution of the Board of Education of the District adopted on March 27, 2013 (the "Bond Resolution"). This bond is being issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code. This bond and the issue of which this bond is one are payable as to both principal and interest solely from the proceeds of the levy of ad valorem taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount in accordance with California Education Code Sections 15250 and 15252.

[The bonds of this issue comprise (i) \$\_\_\_\_\_ principal amount of Current Interest Bonds, (ii) Capital Appreciation Bonds of which \$\_\_\_\_\_ represents the Denominational Amount and \$\_\_\_\_\_ represents the Maturity Value, and (iii) Convertible Capital Appreciation Bonds, of which this bond is a part, and of which \$\_\_\_\_\_ represents the Denominational Amount and \$\_\_\_\_\_ represents the Conversion Value.]

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the designated office of the Paying Agent in San Francisco, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 16th business day next preceding either any Bond Payment Date or any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

[The Convertible Capital Appreciation Bonds maturing on or before August 1, 20\_\_ are not subject to redemption prior to their fixed maturity dates. The Convertible Capital Appreciation Bonds maturing on or after August 1, 20\_\_ are subject to redemption at the option of the District, as a whole or in part, on any date on or after August 1, 20\_\_ at a redemption price equal to the Accreted Value of such Convertible Capital Appreciation Bonds to be redeemed [as of the date set for such redemption, together with interest accrued thereon to the date set for redemption] without premium.]

[The Capital Appreciation Bonds maturing on August 1, 20\_\_, are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20\_\_, at a redemption price equal to the Accreted Value of such Convertible Capital Appreciation Bonds to be redeemed [as of the date set for such redemption, together with interest accrued thereon to

the date set for redemption] without premium. The Accreted Value represented by such Bonds to be so redeemed and the dates therefor and the final payment date is as indicated in the following table:]

Redemption Dates

Accreted Value

TOTAL

If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by Paying as directed by the District in such manner as the District in its discretion may determine, and if not so directed, by lot; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of \$5,000 Conversion Value or some multiple thereof. If less than all of the bonds stated to mature on different dates shall be called for redemption, the particular bonds or portions thereof to be redeemed shall be called by the Paying Agent in any order directed by the District and, if not so directed, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of certain defined terms used herein, as well as the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; and that due provision has been made for levying and collecting ad valorem property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the Chico Unified School District, Butte County, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signature of the President of the Board of Education of the District, and to be countersigned by the manual or facsimile signature of the Secretary of the Board of Education of the District, all as of the date stated above.

CHICO UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_ (Facsimile Signature)  
President of the Board of Education

COUNTERSIGNED:

\_\_\_\_\_  
(Facsimile Signature)  
Secretary of the Board of Education

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on \_\_\_\_\_, 2013.

By: THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., as Paying Agent

\_\_\_\_\_  
Authorized Officer

### ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and ZIP code of Transferee): \_\_\_\_\_ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or by any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: \_\_\_\_\_

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

### LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

\_\_\_\_\_  
(Facsimile Signature)  
Secretary of the Board of Education

(Form of Legal Opinion)

**TITLE: Architectural Services & Facilities Master Planning – Committee Recommendations**

Action     X      
Consent             
Information           

March 27, 2013

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

**Background information**

On November 14, 2012 the Board of Education directed staff to issue a Request for Qualifications (RFQ) in order to develop a pool of qualified architectural firms to begin programming and conceptual design services for the development of construction documents for a new elementary school at the Henshaw-Guynn property; a multi-purpose building at Marsh Jr. High School; and the modernization of buildings B,C,D, E and V at Pleasant Valley High School. Facilities issued the RFQ on December 10, 2012. On January 23, 2013 the Board authorized staff to amend the current RFQ to include Facilities Master Planning.

A selection committee was established to evaluate the Statements of Qualifications (SOQ's) in response to the RFQ. This committee was comprised of the following individuals: Kathleen Kaiser-Board Member, Andrea Lerner Thompson-Board Member, Maureen Fitzgerald-Assistant Superintendent, Business Services, and Mike Weissenborn-Director of Facilities & Construction.

Twenty-four impressive SOQ's were received on February 7, 2013. On February 12, 2013 the committee met to discuss and evaluate each firm in order to develop a "short list" of firms to move on to the interview stage of the selection process. Nine firms were selected to be interviewed, they are: Darden Architects, DLR Group, Rainforth Grau Architects, Stafford King Wiese Architects, Nichols, Melburg & Rosetto Architects and Engineers, LPA Architects, Anova Nexus Architecture, Lionakis, and Williams + Paddon.

The selection interviews were held on March 5 & 6, 2013. The interview committee was comprised of the following individuals: Linda Hovey-Board Member, Andrea Lerner Thompson-Board Member, Sean Greenwald-Oversight Committee Member, Julie Kistle-CUSD Construction Manager, and Mike Weissenborn-Director of Facilities & Construction. The interviews were also attended by Maureen Fitzgerald-Assistant Superintendent, Business Services and Bob Michael-CUSD Construction Supervisor.

The primary objective of the interview committee was to develop a recommendation for a firm to provide master planning services to the District. There were several strong firms and the committee is recommending the District utilize the services of Darden Architects for development of the Facilities Master Plan.

The RFQ was also seeking programming and conceptual design services for a new elementary school at the Henshaw-Guynn site, a new multi-purpose building at Marsh Jr. High School, and modernization of several building at the Pleasant Valley High School campus. Based on the results of the proposal/interview process, the committee is making the following recommendations:

1. The committee recommends visitation of several of the new elementary schools presented during the interview process before making a recommendation for the provision of architectural services at the Henshaw-Guynn site.
2. The committee recommends utilizing the services of Rainforth Grau Architects for the development of conceptual plans for a new multi-purpose building at Marsh Jr. High School.
3. The committee recommends that no action be taken relative to modernization at the Pleasant Valley High School campus at this time pending development and adoption of the Facilities Master Plan.

### **Educational Implications**

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

### **Fiscal Implications**

The development of a Facilities Master Plan relates directly to Measure E and should be funded with Measure E Bond Funds. The development of a conceptual plan for a new elementary school on the Henshaw-Guynn site should be funded by Developer Fees. The development of conceptual plans for the Marsh Jr. High School Multi-Purpose Room should be funded from Fund 35, the Capital Facilities Fund consisting of money received to date from the School Facilities Program.

### **Recommendation**

It is recommended that the Board of Education accept the architectural participants selected by the committee and grant staff the authority to enter into contracts for the identified projects with the following firms:

#### **Project**

Development of the Facilities Master Plan

Programming and Conceptual Design of the Marsh Jr. High multi-purpose building

#### **Architectural Firm**

Darden Architects

Rainforth Grau Architects

**TITLE: Deferred Maintenance Projects: Health & Safety Concerns**

Action   X    
Consent         
Information       

March 27, 2013

**Prepared by:** Maureen Fitzgerald, Assistant Superintendent, Business Services  
Michael Weissenborn, Director, Facilities & Construction  
Randy Salado, Director, Maintenance & Operations

**Background information**

In 2008, as a result of State changes to educational funding, Deferred Maintenance dollars became General Fund dollars, and as such, were used across the State to cover district costs during the California economic crisis. However, maintenance needs did not go away just because the dollars went away. In CUSD, four facilities have projects in need of immediate attention as serious health and safety concerns exist.

While the following projects clearly comply with the language of the bond measure, the Facilities Master Plan, which will include Measure E projects, is not scheduled to be completed until late October 2013. In the interim, the only other alternative funding source for these projects is General Fund dollars.

**HEALTH & SAFETY/DEFERRED MAINTENANCE ISSUES**

These are the four projects that should be undertaken immediately:

1. The Pleasant Valley High School Gymnasium wooden floor has been damaged by moisture intrusion coming through the concrete slab below. The swelling and shrinking of the floor from moisture intrusion has created an unsafe surface for continued use of the gymnasium for physical education and athletics. There is also the concern that over time, mold spores could build up and potentially escape from under the flooring adding to the safety concerns. The floor must be removed and replaced. Once we begin this work we will be required to replace the bleachers to meet current ADA compliance standards. Informal bids for these two projects (floor & bleachers) will be received from qualified bidders on March 25, 2013. We will present the lowest responsive bidders to the Board at this meeting.

Before we can replace the floor we need to investigate how to stop the moisture intrusion problem. To fully investigate the problem the floor must be removed. The floor will be removed by the Maintenance and Operations (M&O) department starting on March 18, 2013 (during Spring Break). The District has retained the services of Holdrege and Kull Consulting Engineers and Geologists to lead the investigation. They are currently scheduled to perform underground location of all utilities approaching the gymnasium location on March 18, 2013 (during Spring Break). A portion of their investigative services will be paid by our insurance company; a portion of their services will be paid by CUSD.

Bleacher replacement will require approval from the Division of the State Architect "DSA". A licensed Architect must develop engineered plans and specifications for approval by DSA. The District has retained the services of Rainforth Grau Architects to complete this task. Plans and specifications must be submitted to DSA at the beginning of April in order to complete the work by the beginning of the fall semester if possible.

2. The heating and air conditioning “HVAC” equipment on the library building at Chico High School was installed in 1966 and has been slated for replacement on the Districts deferred maintenance list. As all deferred maintenance projects have been on hold for many years due to the budget crisis, the equipment has far exceeded its life expectancy and is failing. The replacement of this equipment has now reached a critical stage since replacement parts are no longer available for the continued repairs. On January 23, 2013, the Board directed Staff to proceed with the development of engineered plans and specifications for this project for approval from DSA. Nichols, Melburg and Rosetto Architects is currently working on this task. After the plans and specifications are approved by DSA, the construction of the project will be competitively bid.
3. The walkway canopies at Chico Junior High School are leaking excessively and have major dry-rot throughout. This situation has become a serious health and safety issue. On January 23, 2013, the Board directed Staff to proceed with the development of engineered plans and specifications for this project for approval from DSA. Nichols, Melburg and Rosetto Architects is currently working on this task. After the plans and specifications are approved by DSA, the construction of the project will be competitively bid.
4. The kindergarten walkway canopy at Rosedale Elementary School is buckling and must be repaired or replaced. This situation has become a serious health and safety issue. On January 23, 2013, the Board directed Staff to proceed with the development of engineered plans and specifications for this project for approval from DSA. Nichols, Melburg and Rosetto Architects is currently working on this task. After the plans and specifications are approved by DSA, the construction of the project will be competitively bid.

#### **TECHNOLOGY**

No technology project recommendations will be brought to the board prior to the adoption of the master plan.

#### **Educational Implications**

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

#### **Fiscal Implications**

The cost of these projects will be approximately \$1,250,000. At the direction of the Board, the cost for these projects can be allocated in any of the three ways listed below:

- A. General Fund Reserves
- B. General Fund Reserves with the costs later transferred to Measure E bond funds, if the projects are eventually approved as part of the master plan process
- C. Measure E bond funds

The staff recommendation is to utilize General Fund Reserves with the costs later transferred to Measure E bond funds, *if* the projects are approved as part of the master plan process.

**TITLE: Approval of a Variable Term Waiver Request for an Early Childhood Special Education Certificate for Certificated Special Education Employee Laurie Barranti-Teague**

Action: ☒  
Consent: ☐  
Information: ☐

March 27, 2013

Prepared by: Bob Feaster, Assistant Superintendent-Human Resources

**Background Information**

**Request approval of a Variable Term Waiver Request for an Early Childhood Special Education Certificate to cover the assignment of a Certificated employee (Laurie Barranti-Teague) in the position of SDC-SH Preschool teacher for the 2012/13 school year beginning on March 11, 2013.**

**Educational Implications**

**Approval of this Variable Term Waiver Request will allow Ms. Barranti-Teague to teach while completing requirements for the Certificate.**

**Fiscal Implications**

**None**



State Of California  
Commission On Teacher Credentialing  
Certification, Assignment and Waivers Division  
Attention: Waiver Unit  
1900 Capitol Avenue  
Sacramento, CA 95811-4213

10.2.1.  
Page 2 of 10

Telephone: (916) 323-7136  
(voice mail for waivers only)  
Email: waivers@ctc.ca.gov

## VARIABLE TERM WAIVER REQUEST (WV1 Form)

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

<b>1. EMPLOYING AGENCY</b> (include mailing address)  Chico Unified School District, 1163 E. 7th St., Chico, CA 95928  NPS/NPA (list county code _____)	County/District CDS Code  04-61424	Contact Person: Heather Deaver  Telephone #: 530-891-3000  Email: hdeaver@chicousd.org
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### 2. APPLICANT INFORMATION

Social Security Number

9

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

Full Legal Name Barranti-Teague, Laurie M

Last

First

Middle

Former Name(s) \_\_\_\_\_ Birth Date 09

Applicant's Mailing Address \_\_\_\_\_, CA 95928

Credential Needed for Waiver Ed Specialist: Early Childhood Education

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

Assignment Preschool-SDC-SH Class

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

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

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

Specific section(s) covering the assignment: 44265

#### 4. EFFECTIVE DATES

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

Effective Dates (mm/dd/yyyy): 3/11/13 to 7/30/13

Ending date of school term, track, or year: 6/6/13

We would like to extend the date past the end of the school year to cover out Extended Day Summer School program.

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

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

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Special Education        | <input type="checkbox"/> Driver Education and Training |
| <input type="checkbox"/> Clinical or Rehabilitative Services | <input type="checkbox"/> 30-Day Substitute             |
| <input type="checkbox"/> Speech-Language Pathology Services  |  |

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

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

- |  |   |
|--|---|
| <input type="checkbox"/> Advertised in local/national newspapers | <input type="checkbox"/> Contacted IHE placement centers          |
| <input type="checkbox"/> Advertised in professional journals     | <input checked="" type="checkbox"/> Distributed job announcements |
| <input type="checkbox"/> Attended job fairs in California        | <input checked="" type="checkbox"/> Internet                      |
| <input type="checkbox"/> Attended recruitment out-of-state       |   |

Other \_\_\_\_\_

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

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

6. NON STATEWIDE LOW INCIDENCE AREA WAIVER REQUESTS: *N/A*

a. INDICATE THE LOW INCIDENCE AREA FOR THE ASSIGNMENT

- |   |  |
|---|--|
| <input type="checkbox"/> Administrative Services                                    | <input type="checkbox"/> Multiple Subject Teaching                                     |
| <input type="checkbox"/> Single Subject Teaching (all subject areas)                | <input type="checkbox"/> Pupil Personnel Services: Counseling, Psychology, Social Work |
| <input type="checkbox"/> Designated Subjects – except driver education and training | <input type="checkbox"/> Reading Specialist/Certificate                                |
| <input type="checkbox"/> Teacher Librarian Services                                 | <input type="checkbox"/> Teacher of English Learner Students                           |

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

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

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

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

Optional recruitment methods:

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

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

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

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

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

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

d. PROVIDE THE SPECIFIC EMPLOYMENT CRITERIA FOR THE POSITION

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

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

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

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

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

PROGRAM, COURSE, EXAMINATION, EXPERIENCE	TARGET COMPLETION DATE
Early Childhood Special Education (ECSE)	June 2015

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

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

Name Aaron Sauberan Position SDC-SH Preschool Teacher

**9. SUBSEQUENT WAIVER REQUESTS**

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

## 10. IS THIS EMPLOYING AGENCY GEOGRAPHICALLY ISOLATED?

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

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

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

Answers to the following questions are required. **If you answer yes to any question, you must complete the corresponding Professional Fitness Explanation Form.**

Before granting your application, the Commission will review, at a minimum:

- Federal Bureau of Investigation criminal history (rap sheet)
- California Department of Justice criminal history (rap sheet)
- International database of teacher misconduct maintained by the National Association of State Directors of Teacher Education and Certification (NASDTEC)
- Previous reviews by the Commission
- Complaints from others
- Notifications from school districts
- Teacher preparation test score violations

You must disclose misconduct, even if:

- It happened a long time ago
- It happened in another state, federal court, military or jurisdiction outside the United States
- It was a misdemeanor
- The conviction was for reckless driving or driving under the influence
- You did not go to court and your attorney went for you
- You did not go to jail or the sentence was only a fine or probation
- You received a certificate of rehabilitation
- Your conviction was later dismissed (even if under Penal Code section 1203.4), expunged, set aside or the sentence was suspended



**Warning:** Failure to disclose any information requested is falsification of your application and the Commission may reject or deny your application or take disciplinary action against your document.

Do you understand:

- these instructions and;
- that you will later declare under penalty of perjury that the information you give is true and correct and;
- the Commission may reject your application if it is incomplete and;
- the Commission may deny your application or take disciplinary action against your document if you do not disclose misconduct?

☒ Yes      ☐ No

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

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

a. Have you ever been:

- dismissed or,
- non-reelected or,
- suspended without pay for more than ten days, or
- retired or,
- resigned from, or otherwise left school

because of allegations of misconduct or while allegations of misconduct were pending?

☐ Yes

☒ No

b. Have you ever been convicted of any felony or misdemeanor in California or any other place?  
You must disclose:

- all criminal convictions
- misdemeanors and felonies
- convictions based on a plea of no contest or nolo contendere
- convictions dismissed pursuant to Penal Code Section 1203.4
- driving under the influence (DUI) or reckless driving convictions
- no matter how much time has passed

You do not have to disclose:

- misdemeanor marijuana-related convictions that occurred more than two years prior to this application, except convictions involving concentrated cannabis, which must be disclosed regardless of the date of such a conviction.
- Infractions (DUI or reckless driving convictions are not infractions)

☐ Yes

☒ No

c. Are you currently the subject of any inquiry or investigation by a state or federal law enforcement agency or a licensing agency in California or any other state?

☐ Yes

☒ No

d. Have you *ever been* the subject an inquiry or investigation by a state or federal law enforcement agency or a licensing agency in California or any other state regarding alleged misconduct that involved children or took place on school property?

☐ Yes

☒ No

e. Are any criminal charges currently pending against you?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
f. Is any disciplinary action now pending against you in any school district or with any other school employer?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
g. Have you ever had any credential, including but not limited to, any Certificate of Clearance, permit, credential, license or other document authorizing public school service or teaching, revoked and/or otherwise subjected to any other disciplinary action (including an action that was stayed) for cause in California or any other state or place?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
h. Have you ever had any professional or vocational (not teaching or educational) license revoked and/or otherwise subjected to any other disciplinary action (including an action that was stayed) for cause in California or any other state or place?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
i. Have you ever had any application for a credential, including but not limited to, any Certificate of Clearance, permit, credential, license, or other document authorizing public school service or teaching, denied and/or rejected for cause in California or any other state or place?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

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

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

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

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

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

### 13. APPLICANT'S CERTIFICATION

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

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

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

Signature of Applicant Jaime B Teague Date 3.8.13  
(Sign full legal name as listed in #2)

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

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

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

**Signature:** \_\_\_\_\_

**Title:** Assistant Superintendent, Human Resources

**Date:** \_\_\_\_\_

5 c.

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

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

Ms. Laurie Barranti-Teague:

Professional Preparation supporting request for waiver includes: Ms. Teague has completed the requirements leading to a Special Education Mild/Moderate Education Specialist Credential for student's ages 3 to 22 years of age. The credential program includes coursework in early childhood development (California State University, Chico), curriculum and instruction, behavioral management, and the characteristic of disabilities. Her undergraduate work provided her coursework in early childhood development, childhood psychology, and curriculum and instruction. She completed the requirements leading to a BA degree in Liberal Studies and a minor in Physical Education. Her background has provided her to experiences with a wide range of preschool students with disabilities. Specific areas of training/professional development specific to working with preschool students includes: picture exchange communication systems, behavior training (BSP), Evidence Based Practice training for students on the autism spectrum. Her professional preparation including her undergraduate and graduate work, public school student teaching experiences, public school teacher - Special Education and professional development are outstanding and meet the requirements to be an effective preschool teacher.

**AGENDA ITEM:     Resolution #1211-13**

**Prepared by:**     Bob Feaster, Assistant Superintendent, Human Resources

☐ Consent

Board Date   March 27, 2013

☐ Information Only

☒ Discussion/Action

**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.

**RESOLUTION #1211-13**  
**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):

<b>Classification</b>	<b>Full-Time Equivalent</b>	<b>Site/Program</b>
Cafeteria Assistant	0.4375	FVHS/Categorical
Campus Supervisor	0.1250	BJHS/Categorical
IA-Bilingual	0.5625	Rosedale/Categorical
IA-Bilingual	0.5000	Rosedale/Categorical
IA-Elementary Guidance	0.1250	Marigold/Categorical
IA-Multicultural	0.7500	FVHS/Categorical
IA-Read Right	0.7500	BJHS/Categorical
IA-Read Right	0.7500	CJHS/Categorical
IA-Special Education	0.1750	CHS/Categorical
IA-Special Education	0.0375	CHS/Categorical
IA-Vocational Education	0.1250	FVHS/Categorical
IA-Vocational Education	0.1250	FVHS/Categorical
Instructional Assistant	0.3500	Citrus/Categorical
Instructional Assistant	0.5000	Citrus/Categorical
Library Media Assistant	0.1250	Emma Wilson/Categorical
Library Media Assistant	0.2875	Rosedale/Categorical
Sr Office Assistant	0.1250	FVHS/Categorical
Targeted Case Manager-Bilingual	0.5000	Citrus/Categorical
Typist Clerk-Administration	1.0000	Ed Services/General

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

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

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

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

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

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

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

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

PASSED AND ADOPTED at a meeting of the Governing Board of the Chico Unified School District of Butte County on March 27, 2013.

**AYES:**  
**NOES:**  
**ABSTENTIONS:**  
**ABSENT:**

DATED this 27<sup>th</sup> day of March, 2013.

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Clerk of the Governing Board of the  
Chico Unified School District

**AGENDA ITEM:** Initial Bargaining Proposal to Chapter 110 of the California School Employees Association for 2013/14

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**Prepared by:** Bob Feaster, Assistant Superintendent, Human Resources

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☐ Consent

Board Date March 27, 2013

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☒ Information Only

☐ Discussion/Action

**Background Information**

Article 19 of the Collective Bargaining Agreement between CSEA, Chapter 110 and CUSD states that "Annually, if either party desire to alter, modify or amend this agreement, either party may submit a written initial proposal to the other party...prior to March 15."

The District provided a copy of their initial proposal for the 2013/14 school year to CSEA, Chapter 110. That proposal is now ready to come forward to the Board of Education for information and comment both from the Board and the public.

Articles 2 (Wages) and 7 (Health and Welfare Benefits) are automatically reopened each year with each party plus one other article picked by each party. The District is choosing to reopen 17 (Early Retirement Plan Pursuant to Government Code Section 20904).

**Educational Implications**

None based on this proposal alone.

**Fiscal Implications**

Undetermined at this point.



**Administrative Offices**

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## Chico Unified School District

### Initial Proposal to the California School Employees Association, Chapter #110

March 14, 2013

Pursuant to Article 19 of the Collective Bargaining Agreement between CSEA, Chapter #110 and the District, the District provides the following initial proposal for negotiations dealing with the 2013-14 school year. The District proposes to address issues related to the following articles of the Collective Bargaining Agreement in upcoming negotiations sessions;

Article 2: Wages (Automatic Reopener)

Article 7: Health and Welfare Benefits (Automatic Reopener)

Article 17: Early Retirement Plan Pursuant to Government Code Section  
20904

We look forward to productive negotiations with CSEA, Chapter #110 on all of these issues.