

# **CUSD Board of Education**

## **Regular Meeting Agenda**

**Chico City Council Chambers**

**April 17, 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: 4/12/13

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 – April 17, 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. Public Employee Performance Evaluation**

Per Government Code §54957

Title: Superintendent

#### **2.3. Conference with Legal Counsel**

Per Government Code §54956.9(a)

The Board will discuss existing litigation  
(CUTA)

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

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

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

### **4. STUDENT REPORTS**

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

### **6. ANNOUNCEMENTS**

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

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

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

### **9. CONSENT CALENDAR**

#### **9.1. GENERAL**

- 9.1.1. Consider Approval of Minutes of Regular Session on March 27, 2013, and Special Session on April 10, 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: 57439, 60740, 65959, 70336, 77319

- 9.2.2. Consider Approval of the Field Trip Request for part of the Chico Jr. High School Seventh Grade Ashland Shakespeare Club to attend the Shakespeare Festival in Ashland, OR from 05/04/13 to 05/05/13 and 05/17/13 to 05/18/13
- 9.2.3. Consider Approval of the Field Trip Request for the Pleasant Valley High Valkries Advanced Choir to attend the Music Festival/Competition in Santa Cruz, CA from 05/18/13 to 05/19/13
- 9.2.4. Consider Approval of the Quarterly Report on Williams Uniform Complaints
- 9.2.5. Consider Approval of the CAHSEE Waivers for Students with Disabilities
- 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 Declaration of Surplus Property
  - 9.3.4. Consider Approval of the Notice of Exemption of the California Environmental Quality Act – Portable Classrooms at Chico High School
- 9.4. HUMAN RESOURCES
  - 9.4.1. Consider Approval of Certificated Human Resources Actions
  - 9.4.2. Consider Approval of Classified Human Resources Actions

## 10. DISCUSSION/ACTION CALENDAR

- 10.1. EDUCATIONAL SERVICES
  - 10.1.1. Discussion/Action: Request from the City of Chico Regarding Funds for School Resource Officer Positions (Dave Scott)
- 10.2. BUSINESS SERVICES
  - 10.2.1. Information: 2012-13 Monthly Cash Flow Report (Maureen Fitzgerald)
  - 10.2.2. Discussion/Action: Resolution to Establish Funds for Measure E Bond (Pete Van Buskirk)
  - 10.2.3. Discussion/Action: Resolution #1214-13, 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 (Maureen Fitzgerald)
  - 10.2.4. Information: Update on Facilities Master Plan (Michael Weissenborn)
  - 10.2.5. Information: Phase Two Solar Feasibility Analysis and Report (Michael Weissenborn)
  - 10.2.6. Discussion/Action: Newcomb Anderson McCormick Energy Engineering and Consulting Phase Two Solar RFP Preparation and Support (Michael Weissenborn)
- 10.3. HUMAN RESOURCES
  - 10.3.1. Information: Mutual Re-Opener by Chico Unified Teachers' Association (CUTA) and Chico Unified School District for the Collective Bargaining Agreement (Bob Feaster)
- 10.4. BOARD
  - 10.4.1. Discussion/Action: Approval of 2013 CSBA Delegate Assembly (Kelly Staley)

## 11. ITEMS FROM THE FLOOR

## 12. ADJOURNMENT

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

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

Absent: Griffin, 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:

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

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

At 6:06 p.m. Board Vice President Kaiser called the Regular Meeting to Order and announced two Board members (Griffin and Robinson) were absent due to illness.

**3.2 Report Action Taken in Closed Session**

Board Vice President Kaiser announced the Board had been in Closed Session and had unanimously denied Item 2.2., Liability Claim #130145 and there was nothing more to report.

Board Vice President Kaiser then announced the order of the Agenda was changing to allow discussion of Items 10.1.3., Architectural Services and Facilities Master Planning – Committee Recommendation, and 10.1.4., Deferred Maintenance Projects: Health & Safety Concerns, at the top of the Discussion/Action Calendar.

**3.3 Flag Salute**

At 6:08 p.m. Board Vice President Kaiser led the salute to the Flag.

**4. STUDENT REPORTS**

- 4.1** At 6:09 p.m. Teacher Michael Peck and PVHS students Jonny Trimboli, Austyn Rubalcava, and Matt McGaffick, shared information on Skills USA Regional Results and the House of Blue program at PVHS.

**MINUTES****5. SUPERINTENDENT'S REPORT**

At 6:23 p.m. The Superintendent's Award was presented to Chico Police Department School Resource Officers (SROs) Don Finkbiner, Carlos Jauregui, and Cameron Kovacs. A special thank you went to Captain Lori MacPhail, Lt. Matt Madden, and Chief Kirk Trostle for their support of the SRO Program. High School Principals John Shepherd, Jim Hanlon, David McKay, and Eric Nilsson shared their support for the SRO program.

Tino Nava and Geneve Villacres, with PG&E shared information regarding the Donor's Choose program where PG&E contributed \$25,000 to match community dollars collected and described how it was distributed to Butte County Schools.

Construction Manager Julie Kistle shared information on how the new classroom building at Chico High School was recently awarded the 2013 CASH/AIACC Leroy F. Greene Design Award.

**6. ANNOUNCEMENTS**

At 6:37 p.m. the following announcements were made: Board Vice President Kaiser presented information on two programs at CSUC: 1) Stop's 2<sup>nd</sup> Annual Human Trafficking Awareness Week, March 25-March 29; and 2) CSU, Chico 2013 Alcohol and Other Drugs Education Conference on Thursday, April 18 and Friday, April 19 (registration deadline is April 2). CUTA President Moretti encouraged attendance at: 1) the Community Garden clean up at 16<sup>th</sup> and Normal on Saturday; 2) the League of Women Voters annual fundraiser on Sunday, April 21, at the Elks Lodge and 3) the Annual Rotary Omelet Brunch to be held on Sunday, May 5 at the Elks Lodge. Board Member Thompson congratulated the PVHS Mock Trial Team who attended the state competition in Riverside, CA and noted PVHS student, Kaileen Johnson, had received a gold medal.

**7. ITEMS FROM THE FLOOR**

At 6:41 p.m. A parent distributed a letter representing several parents and addressed the Board regarding the need for a boys JV soccer team.

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

At 6:44 p.m. the Board received reports from employee groups regarding negotiations from Bob Feaster for the District, Susie Cox for CSEA, and Kevin Moretti for CUTA.

**9. CONSENT CALENDAR**

At 6:50 p.m. Board Vice President Kaiser asked if anyone would like to pull a Consent Item for further discussion. Board Vice President Kaiser pulled Items 9.1.1. and 9.2.11. Board Member Thompson moved to approve the remaining Consent Items; seconded by Board Clerk Hovey.

**9.1. GENERAL**

9.1.1. This item was pulled for further discussion.

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

<b>Donor</b>	<b>Item</b>	<b>Recipient</b>
Sue Warwick	37 Books @ \$498.00	Chapman Elementary
Emma Wilson PTA	Playground Equipment @	Emma Wilson Elementary
	\$289.74 and	
	\$2,670.75 for Environmental School	
Mary White Robertson Erickson Civil Engineers and Surveyors	45 stones for walking path @	Emma Wilson Elementary
	\$360.00	
	\$100.00	
Noble Orchards A Class Academy	4 bushels of Apples @	Hooker Oak School
	\$236.00	
	\$350.00	

**MINUTES**

Michael Scott	Valentine Cards @ \$10.00 &	
A Class Academy	\$20.00 Cash	Hooker Oak School
MJHS PTSO	\$700.00	Bidwell Jr. High
PG&E / James McLain	\$150.00	Marsh Jr. High
PG&E / Laird Oelrichs	\$30.00	Marsh Jr. High
	\$250.00	Marsh Jr. High
Anderson's Orchards	Paper Filters Qualitative @	
	\$75.00	Chico High
Bethany Almonrode-Rosario	1 Microscope & Accessories	
Dee Ann Willson	@ \$1,000	Chico High
Truist Comprehensive Distribution	Clear Glass @ \$250.00	Chico High
Chico Running Club	\$180.00	Pleasant Valley High
Daniel Thomas	\$5,000.00	Pleasant Valley High
Faringer Family - Subway	\$660.00	Pleasant Valley High
Cliff Taylor	\$1,000.00	Pleasant Valley High
	\$2,000.00	Fair View High

**9.2. EDUCATIONAL SERVICES**

- 9.2.1. The Board approved the Expulsion of Students with the following IDs: 41785, 42335, 50207, 73009.
- 9.2.2. The Board approved the Expulsion Clearances of Students with the Following IDs: 43909, 52359, 54019, 61526, 68435, 75817, 75819.
- 9.2.3. The Board approved 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. The Board approved 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. The Board approved 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. The Board approved 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. The Board approved 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. The Board approved the Consultant Agreement with Chico Speech and Language Center to Provide Speech and Language Assessments and Therapy.
- 9.2.9. The Board approved the Adoption of Supplemental Textbook in Welding Courses.
- 9.2.10. The Board approved the New Course Entitled, "Yearbook Intern".
- 9.2.11. This item was pulled for further discussion.
- 9.2.12. The Board approved the Alternative School of Choice Self Evaluation of Hooker Oak Open Structured Classroom School.

**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 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

**MINUTES****9.4 HUMAN RESOURCES****9.4.1. The Board approved the Certificated Human Resources Actions**

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Comment</u>
<b><u>Appointments 2012/13</u></b>			
Barranti-Teague, Laurie	Special Education	3/11/13-6/6/13	1.0 FTE Temporary Assignment
<b><u>Leave Request</u></b>			
Jessica Isern	Counselor	3/28/13-6/6/13	0.8 FTE Child Care Leave

**Non-Reelection of Temporary Employee**

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**

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

**9.4.2. 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>	<u>POSITION COST @ Step 1 + Red Plan Medical + Qualifying Dental/Vision</u>
<b><u>APPOINTMENTS</u></b>				
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



**MINUTES**

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
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**RE-EMPLOYMENTS**

Weber, Lisa	Instructional Assistant/Citrus/2.8	2/4/2013	New Position/ 154/ Categorical/ 3010	11573.37
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**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, Stephanie	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

**MINUTES****VOLUNTARY REDUCTION IN HOURS**

Alexander, Maria	Parent Classroom Aide- Restr/Shasta/2.6	2/22/2013	Appointment
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**RESIGNATION/TERMINATION**

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

**RESIGNED ONLY THIS POSITION**

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

**(Consent Vote)**

AYES: Kaiser, Hovey, Thompson

NOES: None

ABSENT: Griffin, Robinson

**10. DISCUSSION/ACTION CALENDAR****ITEMS REMOVED FROM CONSENT FOR FURTHER DISCUSSION****9.1.1. Consider Approval of Minutes of Regular Session on February 20, 2013, and Special Session on March 6, 2013**

At 6:52 p.m. Board Vice President Kaiser stated she had pulled the Minutes of the Special Session on March 6, 2013, to explain why she was absent. This last year, Members of the Board and the Superintendent have been privileged to be invited by the US Navy to participate in the Distinguished Educator program, along with educators from all parts of the nation. Board Vice President Kaiser was flown to the US Naval base at Norfolk, Virginia where she visited the USS George Bush Aircraft Carrier, the USS Porter Destroyer, the Aviation Training Center, and actually flew onto the USS Harry S. Truman Aircraft Carrier where she spent the night before being flown back to the Naval Base. Board Vice President Kaiser moved to approve Item 9.1.1.; seconded by Board Member Thompson.

AYES: Kaiser, Hovey, Thompson

NOES: None

ABSENT: Griffin, Robinson

**9.2.11 Consider Approval of Alternative School of Choice Self Evaluation of Sierra View Elementary School**

At 6:59 p.m. Board Vice President Kaiser stated she had pulled this item to allow the Board to congratulate Sierra View staff and parents on a job well done. Board Clerk Hovey moved to approve Item 9.2.11.; seconded by Board Member Thompson.

AYES: Kaiser, Hovey, Thompson

NOES: None

ABSENT: Griffin, Robinson

## MINUTES

**10.1. BUSINESS SERVICES****10.1.3. Discussion/Action: Architectural Services and Facilities Master Planning – Committee Recommendation**

At 7:02 p.m. Director Weissenborn presented information on the Request for Qualifications (RFQ), Statements of Qualifications (SOQs), selection committee, selection interviews, and the committee's recommendations. At 7:13 p.m. comments were received from the Board. At 7:32 p.m. comments were received from the floor. At 7:38 p.m. Board Member Thompson felt clarification on actual projects and costs were needed. Director Weissenborn stated more information will be presented at the April 17 Regular Board meeting and in addition, interested Board members were invited to participate in ongoing discussions. Board Clerk Hovey moved to 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: 1) Development of the Facilities Master Plan – Darden Architects; and 2) Programming and Conceptual Design of the Marsh Jr. High multi-purpose building – Rainforth Grau Architects; seconded by Board Vice President Kaiser.

AYES: Kaiser, Hovey, Thompson

NOES: None

ABSENT: Griffin, Robinson

**10.1.4. Discussion/Action: Deferred Maintenance Projects: Health & Safety Concerns**

At 7:38 p.m. Director Weissenborn provided information on the four projects in need of immediate attention due to serious health and safety concerns: 1) the Pleasant Valley High School Gymnasium wooden floor and bleacher replacement; 2) the heating and air conditioning HVAC equipment on the library building at Chico High School; 3) the walkway canopies at Chico Junior High; and 4) the kindergarten walkway canopy at Rosedale Elementary School. He also provided three options for funding the costs for these projects. Board Clerk Hovey moved to approve moving forward with the four projects with funding being allocated from Option 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; seconded by Board Member Thompson.

CUTA President Moretti asked for clarification regarding the Bond Oversight Committee's duties. It was explained the Bond Oversight Committee is to function as an audit group, not a decision-making group; however, members are informed as to when Measure E items are placed on an agenda.

AYES: Kaiser, Hovey, Thompson

NOES: None

ABSENT: Griffin, Robinson

**At 8:05 p.m. Board Vice President Kaiser called for a Break.**

**At 8:10 p.m. Board Vice President Kaiser called the meeting back to order.**

**10.1.1. Discussion/Action: Budget Update – 2012-13 Second Interim Period Interim Report**

At 8:10 p.m. Assistant Superintendent Fitzgerald presented a PowerPoint regarding the 2012-13 Second Interim Period Interim Report and addressed questions. Board Member Thompson moved to approve the 2012-13 Second Interim Period Interim Report; seconded by Board Clerk Hovey.

AYES: Kaiser, Hovey, Thompson

NOES: None

ABSENT: Griffin, Robinson

## MINUTES

**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**

At 8:32 p.m. Assistant Superintendent Fitzgerald introduced Greg Isom, Consultant, who presented information on Resolution No. 1212-13 and financing options. Board members shared concerns regarding Capital Appreciation Bonds (CABs).

Board Member Thompson made a motion to pass the resolution removing all reference to CABs and agree that we will only use the Current Interest Bonds (CIBs); however, if when we go to sell them, our \$15M worth comes under \$13.5M, this item will return to this Board before going to sell. There was no second.

Board Clerk Hovey made a motion to approve the resolution giving our Superintendent, who we entrust, the discretion to say hold on a bond that is not suitable whether it be an amount or a CAB offer. Board Vice President Kaiser seconded the motion. Board Member Thompson asked if the vote could be delayed. Superintendent Staley stated a Special Board meeting was scheduled for next Wednesday, April 3 and asked Mr. Isom if two Resolutions could be prepared: 1) the existing Resolution and 2) an amended Resolution with all references to CABs removed. Board Members agreed unanimously to move this Agenda Item to the April 3 Special Meeting.

**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**

At 9:18 p.m. Assistant Superintendent Feaster presented information on the variable term waiver request. Board Member Thompson made a motion to approve the Variable Term Waiver Request for an Early Childhood Special Education Certification for Certificated Special Education Employee Laurie Barranti-Teague; seconded by Board Clerk Hovey.

AYES: Kaiser, Hovey, Thompson

NOES: None

ABSENT: Griffin, Robinson

**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**

At 9:21 p.m. Assistant Superintendent Feaster presented information on Resolution #1211-13. Board Clerk Hovey made a motion to approve Resolution #1211-13; seconded by Board Member Thompson.

AYES: Kaiser, Hovey, Thompson

NOES: None

ABSENT: Griffin, Robinson

**10.2.3. Information: Initial Bargaining Proposal to Chapter 110 of the California School Employees Association for 2013/14**

At 9:30 p.m. Assistant Superintendent Feaster presented information on the Initial Bargaining Proposal to Chapter 110 of the CSEA for 2013/14.

**10.2.4. Information: Initial Bargaining Proposal to Chico Unified School District from California School Employees Association (CSEA), Chapter 110**

At 9:35 p.m. Assistant Superintendent Feaster presented information on the Initial Bargaining Proposal to Chico Unified School District from California School Employees Association (CSEA), Chapter 110.

**MINUTES****10.2.5. Discussion/Action: Approve an Agreement to Conduct Hearings with the Office of Administrative Hearings**

At 9:38 p.m. Assistant Superintendent Feaster presented information on the Agreement to Conduct Hearings with the Office of Administrative Hearings. Board Member Thompson moved to approve the Agreement; seconded by Board Clerk Hovey.

AYES: Kaiser, Hovey, Thompson

NOES: None

ABSENT: Griffin, Robinson

**11. ITEMS FROM THE FLOOR**

At 9:39 p.m. there were no items from the floor.

**12. ADJOURNMENT**

At 9:40 p.m. Board Vice President Kaiser adjourned the meeting.

:mm

APPROVED:

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

\_\_\_\_\_  
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 District Office at 1163 East 7<sup>th</sup> Street, Chico and announced the Board was moving into Closed Session.

**Present:** Griffin, Kaiser, Hovey, Thompson, Robinson

**Absent:** None

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

There was no comment on Closed Session Items.

**2. CLOSED SESSION****2.1. Public Employee Appointment**

Per Government Code §54957

Title: Assistant Superintendent, Business Services

**2.2. 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

**2.3. Public Employee Performance Evaluation**

Per Government Code §54957

Title: Superintendent

**2.4. Public Employment**

Per Government Code §54957

The Board Will Discuss the Renewal of Contracts for:

- Superintendent
- Asst. Superintendent, Human Resources

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

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

**3.2. Closed Session Announcements**

Board President Griffin announced the Board had unanimously voted to approve Kevin Bultema as the new Assistant Superintendent of Business Services effective July 1, 2013, and there was nothing more to report.

**4. CONSENT CALENDAR**

At 6:11 p.m. Board President Griffin asked if anyone would like to pull a Consent Item. No items were pulled. Board Member Thompson moved to approve the Consent Items; seconded by Board Clerk Hovey.

**4.1. EDUCATIONAL SERVICES**

4.1.1. The Board approved the Expulsion of Students with the following IDs: 52695, 65934

4.1.2. The Board approved the Expulsion Clearance of Student with the Following ID: 65505

AYES: Griffin, Hovey, Thompson, Robinson

NOES: None

ABSENT: None

ABSTAIN: Kaiser

## MINUTES

**5. DISCUSSION/ACTION CALENDAR****5.0. BUSINESS SERVICES****5.0.1. Discussion/Action: Canyon View Mitigation Measures**

At 6:13 p.m., Director Michael Weissenborn presented a history of the Canyon View property and information on permit extension, measures to meet the conditions required by the permit, and options of buying "credits" in an approved mitigation bank. The Board was presented with the following proposed credit purchases from the Shauna Downs Mitigation Bank for Canyon View Mitigation Measures for approval: 1) \$260,610.10 for 1.02 Acres of Wetland-Vernal Pool Creation (i.e., Vernal Pool Restoration) credits; and 2) \$138,984.25 for 2.25 acres of Group-Vernal Pool Preservation + Fairy Shrimp Only (i.e., Vernal Pool Preservation) credits; and 3) \$36,135.00 for 0.33 acres of Stream-Preservation (i.e., Intermittent Streams) credits, at the Bank.

At 6:42 p.m. the floor was open for Public Comment. Businessman Travis Hemmen stated his company could do the vernal pool creation work for less, but had not gotten certified until April 1. Businessman John Byrne showed support for Mr. Hemmen's company. After further discussion regarding possible options, Board Member Thompson moved to approve the Canyon View Mitigation Measures with Item #1, \$260,610.10 for 1.02 Acres to be removed so items 2 and 3 are renumbered as 1 and 2 to be purchased from Shauna Downs Mitigation Bank, as well as additional language added that mentions that we will be seeking to purchase mitigation credits for 1.02 acres of wetland-vernal pool creation and that we will be revisiting the bid amount from the initial vendor Shauna Downs Mitigation Bank as well as looking at a couple of other or other identified mitigation banks that might not have been fully approved when the original bids were brought to us but that we would not be placing this out in a whole open bid process, but there may be one or two additional areas that we could look at for price comparison and maybe a better offer on what was formerly #1, \$260,610.10 for 1.02 Acres of Wetland-Vernal Pool Creation credits. The motion was seconded by Board Vice President Kaiser.

AYES: Kaiser, Hovey, Thompson, Robinson

NOES: Griffin

ABSENT: None

**5.1. EDUCATIONAL SERVICES****5.1.1. Information: Educational Services Proposals for Local Control Budget**

At 7:43 p.m. Board President Griffin noted that Agenda Item 5.0.1., had taken longer than expected and asked that parents be allowed to comment before the presentation by Educational Services. Letters of support were given to Board members and several parents gave testimonies regarding their support of Counseling at the elementary sites and expressed hopes that the Counselors would not be cut. At 8:01 p.m. Assistant Superintendent David Scott and members of the Educational Services team explained how the new Local Control Budget, if approved and implemented, would move most of the remaining Categorical Funds into the General Fund, and how the Educational Services team had met with Principals and developed a plan to maintain the valuable programs that had been supported by Categorical Funds. A list of potential recommendations, should LCFF come to fruition, was presented.

**5.2 BOARD****5.2.1. Discussion/Action: Review CUSD Board Adopted District Wide Goals for 2013-2014**

At 8:22 p.m. Board President Griffin presented information on timelines regarding collection of input from school sites, the Superintendent and Board Members. After discussion Board Member Thompson moved to carry-over the 2012-13 Goals for 2013-14; seconded by Board Member Robinson.

AYES: Griffin, Kaiser, Hovey, Thompson, Robinson

NOES: None

ABSENT: None

---

MINUTES**5.2.2. Discussion/Action: Review CUSD Governance Handbook**

No discussion or action took place on this item. A Special Board meeting will be scheduled.

**5.2.3. Discussion/Action: CUSD Board Self Evaluation**

No discussion or action took place on this item. A Special Board meeting will be scheduled.

**6. ADJOURNMENT**

At 9:15 p.m. Board President Griffin adjourned the meeting.

:mm

APPROVED:

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

\_\_\_\_\_  
Administration



## DONATIONS/GIFTS

9.1.2.  
Page 1 of 1

Donor	Item	Recipient
Sue Warwick	Books @ \$120.00	Chapman Elementary
Pris Montgomery	Donations and Supplies @ \$2,285.19	Citrus Elementary
Sutherland Landscape Center	\$100.00	Emma Wilson Elementary
Chico-Leland Stanford Lodge #111	\$250.00	Emma Wilson Elementary
Emma Wilson PTA	\$500.00	Emma Wilson Elementary
Carmen West	\$50.00	Hooker Oak School
Katy Hildenbrand	Sewing Machine @ \$50.00	Neal Dow Elementary
MOM's Restaurant	\$1,226.00	Rosedale Elementary
Tammy Woodbeck	Computers & Accessories @ \$500.00	Shasta Elementary
Punnu Chopra	\$174.00	Sierra View Elementary
Russell Mills	Onkyo AV Receiver @ \$400.00	Chico High
Betty & Steve Wakefield	Stained and Clear Glass @ \$6,150.00	Chico High
Laurie Benson	Music Stands @ \$500.00	Chico High
Wakefield & Sons Glass	No-Glare Glass @ \$495.00	Pleasant Valley High
Carmen Gabi Yazmin		
Selena & Jesus Gonzalez Family	\$106.00	PVHS/Academic Decathlon
PV Sports Boosters	Athletic Awards/Plaques @ \$1,600.00	PVHS/Sports
	Girls Softball Uniforms @ \$1,600.00	
Garth Miller	15 Polo Shirts @ \$700.00	PVHS/Sports
Eric Blofsky	\$140.00	PVHS/Sports
Angela Moltrum	\$100.00	PVHS/Sports
70 Parent & Staff Volunteers	Track Clean Up @ 2 hrs each = "Priceless"	PVHS/Sports
Kim Young	Football Helmet @ \$240.00	PVHS/Sports
	Gloves @ \$80.00	
	Cleats @ \$89.95	
Shelly McDermott	Bus Passes @ \$25.00	Fair View High

PROPOSED AGENDA ITEM: Field trip to Ashland, OR

Prepared by: Bruce Duncan & Chris Montgomery CJHS

☒ Consent  
☐ Information Only  
☐ Discussion/Action

Board Date: April 17, 2013

Background Information

This trip is to Ashland, OR to see the play "The Taming of the Shrew" by William Shakespeare. We will be going to Ashland in two groups. The first group will leave Chico Saturday, May 4<sup>th</sup> and return Sunday, May 5<sup>th</sup>. The second group will leave Chico on Friday, May 17<sup>th</sup> and return on Saturday, May 18<sup>th</sup>. This group will be missing school on Friday, May 17<sup>th</sup>.

Our Ashland/Shakespeare club will go over the play, learning the characters, setting, plot, and theme. At the same time, our 7<sup>th</sup> grade history classes will be studying the theatre as part of the Renaissance unit. Those students who wish to make this trip will have the necessary background to understand what they are experiencing.

All funds will be provided by donations, including the costs for several students whose parents could not afford to send their child otherwise. No child will be left out because of financial considerations.

Education Implications

As part of the Renaissance Unit in our 7<sup>th</sup> grade history classes, we discuss Shakespeare's plays and how they affected the culture of their time and ours. Taking a group of students to see this play introduces them to history, culture, literature, and the language of the theater. This is an opportunity to experience a play as it should be experienced, live on the stage rather than read in a classroom.

Fiscal Implications

No cost to the district.

Additional Information

Students will be riding in parent provided vehicles, with all appropriate insurance information and paperwork. One group will spend Friday night and the other will spend Saturday night at a motel in Ashland. Boys and girls will be in separate parts of the motel, and parent chaperones of an appropriate gender will be in each hotel room.

**CHICO UNIFIED SCHOOL DISTRICT**

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

9.2.2.  
Page 2 of 3

**FIELD TRIP REQUEST****TO: CUSD Board of Education****Date:** April 8, 2013**FROM: B. Duncan****School/Dept.:** Chico Junior**SUBJECT: Field Trip Request**Request is for **Seventh Grade Ashland Shakespeare Club**

(grade/class/group)

**Destination: Ashland, Oregon****Activity: Shakespeare Festival**from **May 4, 2013 / 1:00pm**  
(dates) / (times)

to


**May 5, 2013 / 1:00 pm**  
(dates) / (times)**Rationale for Trip:**

**This play introduces students to history, culture, literature and the rich language of Shakespearean theatre. This is a valuable learning opportunity above and beyond the classroom.**

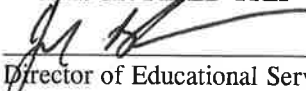
**Number of Students Attending: 30 Teachers Attending: 1 Parents Attending: 10****Student/Adult Ratio: 3:1**

**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 \$   0   Substitute Costs \$   0   Meals \$   0  **Lodging \$700.00** Transportation \$   0   **Theatre tickets \$ 2050.00****ACCOUNT NAME(S), NUMBER(S) and AMOUNT(S):**Name **Shakespeare Theatre Club** Acct. #: **01-9014-0-1232-1000-060-2060** total **\$2750.00**Name                                    Acct. #:                                    \$                                     
Requesting Party  4-8-13    
Date  
Site Principal  4-8-13    
DateApprove/Minor  
or  
Recommend/MajorDo not Approve/Minor  
or  
Not Recommended/Major  
Director of Transportation            
Date

(If transporting by bus or Charter)

**IF MAJOR FIELD TRIP**  
Director of Educational Services  4-11-13    
Date

Recommend



Not Recommended



Approved



Not Approved

            
Board Action            
Date



**PROPOSED AGENDA ITEM:** Field Trip Request -PVHS Valkyries Choir to Music Festival

**Prepared by:** Tamara Allspaugh- Pleasant Valley High School

☒ Consent

**Board Date** April 17, 2013

☐ Information Only

☐ Discussion/Action

### **Background Information**

The Forum Music Festival is a regional music competition that many choral students through out California attend. These music student groups perform 2-3 songs and are recorded and adjudicated by professional music directors. Each ensemble receives an overall score and is awarded a rating dependant upon their performance. In addition, the judge's scores and comments are given to the director of each group to share with their respective students. There is an award ceremony after all music ensembles have demonstrated their skills.

### **Education Implications**

This is an opportunity for students to compete against other students throughout California, demonstrating mastery in numerous California Standards of Music core skills such as: theory, music history, interval and ear training, harmony, vocal technique and production, and showmanship.

### **Fiscal Implications**

The funds are provided through PVHS Foundation Music account

**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:** April 5, 2013**FROM:** Pleasant Valley High School**School/Dept.:** Music/Choral**SUBJECT: Field Trip Request**

For: PV Valkyries ~ Advanced Choir

(grade/class/group)

Destination: Santa Cruz - Forum Music Festival Activity: Music Festival/ Competition

from May 18, 2013 / 6:00AM to May 19, 2013 / 11:00PM  
(dates) / (times) (dates) / (times)

Rationale for Trip: \_\_\_\_\_

Advanced Choir will represent PVHS in a regional music festival/competition. These students will show mastery of skills and be adjudicated by professional directors in addition to collaborating with other music students.

Number of Students Attending: 15 Teachers Attending: 1\_ Parents Attending: 2

Student/Adult Ratio: 5/1

Transportation: Private Cars   X   CUSD Bus \_\_\_\_\_ Charter Bus Name \_\_\_\_\_  
Other: \_\_\_\_\_**All requests for bus or charter transportation must go through the transportation department - NO EXCEPTIONS.****ESTIMATED EXPENSES:**Fees \$ 2,250.00 Substitute Costs \$ \_\_\_\_\_ Meals \$ \_\_\_\_\_

Lodging \$ \_\_\_\_\_ Transportation \$ \_\_\_\_\_ Other Costs \$ \_\_\_\_\_

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

Name PVHS - Music Foundation Acct. #: \_\_\_\_\_ \$ \_\_\_\_\_

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

Tamara Allspaugh  
Requesting Party

4/5/2013

Date

4/8/13

Date



Approve/Minor



Do not Approve/Minor

or

Recommend/Major

or

Not Recommended/Major

(If transporting by bus or Charter)

Site Principal

Director of Transportation

Date

**IF MAJOR FIELD TRIP**

Director of Educational Services

Date

4-11-13

Recommend



Not Recommended



Approved



Not Approved

Board Action

Date

PROPOSED AGENDA ITEM: Quarterly Report on Williams Uniform Complaints

Prepared by: Janet Brinson

☒ Consent

Board Date April 17, 2013

☐ Information Only

☐ Discussion/Action

**Background Information**

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

**Educational Implications**

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

**Fiscal Implications**

None

**VALENZUELA/CAHSEE Lawsuit Settlement**  
**QUARTERLY REPORT on *Williams* Uniform Complaints**  
**2012-2013 FISCAL YEAR**  
[Education Code § 35186(d)]

District: Chico Unified School District

Person completing this form: Janet Brinson

Title: Director

Quarterly Report Submission Date:  
(check one)

- ☒ April 2013  
☐ July 2013  
☐ October 2013  
☐ January 2014

Date for information to be reported publicly at governing board meeting: April 17, 2013

Please check the box that applies:

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

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

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

4-11-13  
\_\_\_\_\_  
Date



**AGENDA ITEM:** Approval of CAHSEE Waivers for Students with Disabilities

**Prepared by:** Michael Morris

☒ Consent

Board Date April 17, 2013

☐ Information Only

☐ Discussion/Action

### **Background Information**

Students with disabilities who take the California High School Exit Exam (CAHSEE) with modification (for example, using a calculator on the math test or having the English Language Arts test read aloud) receive an invalid score on the test. The school board may grant a waiver of the requirement to pass the CAHSEE under certain conditions.

A waiver is only required for students who:

- 1) Took one or both portions of the CAHSEE with a modifications AND
- 2) Attained the equivalent of a passing score (350 or more points) on the CAHSEE.

At the parent or guardian's request, a school principal shall submit a request for a waiver of the requirement to successfully pass the high school exit examination to the governing board of the school district.

### **Educational Implications**

If a student takes one or both portions of the CAHSEE with modifications and receives a passing score (350 or higher), s/he is eligible for a waiver of the requirement to pass the California High School Exit Exam. All other graduation requirements must be met.

### **Fiscal Implications**

None

### **Recommendation**

It is recommended that the board approve the waivers for the students indicated on the lists included in the board packet.

PROPOSED AGENDA  
ITEM:

Warrant Authorization

Prepared by: Pete Van Buskirk, Director, Fiscal Services

☒ Consent

Board Date 4/17/13

☐ Information Only

☐ Discussion/Action

Background Information

Warrants in the amount of \$2,767,553.20 for the period of March 14, 2013 through April 10, 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.

## Checks Dated 03/14/2013 through 04/10/2013

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
Total Number of Checks				527	2,767,553.20

## Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	442	1,086,508.73
09	Charter Sch Spec Rev 3412	25	5,274.59
13	Cafeteria (3401)	37	135,602.52
25	Cap Fac State Cap (3408) 25-26	1	17,448.75
27	1998 Sr B(2008 Sale P&I)(3406)	13	517,523.60
41	sp Rsrv Rda 2%Grth (3425)40-43	4	4,493.93
76	n/a Net Payroll Warrants	5	1,002,485.51
Total Number of Checks		527	2,769,337.63
Less Unpaid Sales Tax Liability			1,784.43-
Net (Check Amount)			2,767,553.20

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

Page 14 of 14

PROPOSED AGENDA ITEM: Monthly Enrollment (9th School Month)

---

Prepared by: Maureen Fitzgerald, Assistant Superintendent, Business Services

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X	Consent	Board Date	April 17, 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.

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	352		
Citrus	335	339	339	339	340	339	330	333	325	329		
Emma Wilson	643	637	648	643	642	655	666	666	659	648		
Hooker Oak K-6	363	369	368	366	361	362	362	358	356	358		
John McManus	530	523	525	528	517	524	523	523	525	519		
Little Chico Crk	600	610	610	607	603	605	599	606	602	597		
Marigold	537	540	541	540	541	544	551	550	550	550		
Neal Dow	434	433	434	434	435	438	437	434	435	432		
Parkview	363	360	362	358	350	352	357	350	349	349		
Rosedale	553	560	561	562	563	560	559	560	559	560		
Shasta	677	676	674	672	676	682	695	697	697	697		
Sierra View	634	638	640	638	636	638	641	645	646	645		
Oakdale K - 6	6	8	7	7	8	9	8	9	9	13		
Loma Vista K-6	3	3	4	3	6	6	6	3	3	3		
SUBTOTAL K-6	6,049	6,062	6,080	6,068	6,038	6,073	6,095	6,088	6,067	6,052	0	0
BJHS	670	670	672	664	649	652	651	652	653	641		
CJHS	578	575	582	580	579	577	585	581	576	578		
MJHS	559	561	562	562	561	558	564	562	562	559		
CHS	1,786	1,802	1,800	1,775	1,753	1,753	1,744	1,727	1,721	1,707		
PVHS	1,927	1,936	1,932	1,921	1,920	1,914	1,894	1,876	1,871	1,861		
Fair View	247	235	237	240	233	228	226	236	230	228		
CAL	38	55	63	53	57	60	42	47	44	52		
AFC	22	18	20	20	21	29	33	37	43	52		
Oakdale 7 -12	50	80	85	91	87	94	85	94	97	100		
Loma Vista 7-12	7	7	7	7	4	4	4	7	7	7		
NPS												
SUBTOTAL 7-12	5,884	5,939	5,960	5,913	5,864	5,869	5,828	5,819	5,804	5,785	0	0
CURRENT YEAR	11,933	12,001	12,040	11,981	11,902	11,942	11,923	11,907	11,871	11,837	0	0
PY Month Diff.		68	168	(20)	(79)	40	(19)	(16)	(36)	(34)		
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

PROPOSED AGENDA ITEM: Declaration of Surplus Property

Prepared by: Pete Van Buskirk - Director, Fiscal Services

☒ Consent

Board Date 4/17/13

☐ Information Only

☐ Discussion/Action

**Background Information:**

In accordance with the California Ed Code, Chico Unified School District's property may be disposed of by any of the following methods:

1. The Superintendent may advertise for bids and either sell the property to the highest responsible bidder or reject all bids. Timely notice for bids shall be posted or published. The Superintendent or designee may sell property for which no qualified bid has been received, without further advertising.
2. The Superintendent may authorize the sale of the property by public auction.
3. Without advertisement for bids, the County Superintendent may sell or lease the property to government agencies, other school districts, or to any agency eligible under the federal surplus property law. In such cases, the sale price shall be equal to the value of the property plus estimated cost of purchasing, storing, and handling. Excess equipment with a value of less than one hundred dollars may be sold directly to an agency without advertising with the approval of the Assistant Superintendent of Business Services or designee.
4. If the Superintendent or Designee agrees that the property is worth no more than \$2,500, the Superintendent may designate any employee to sell the property without advertising.
5. If the Superintendent or Designee finds that the value of the property is insufficient to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the Superintendent or may be disposed of by dumping. If any equipment contains universal waste, it will be disposed of in a legal manner.

**Educational Implications:** NONE

**Fiscal Implications:** NONE

Useable Surplus Property 4/17/13

BO#	Description	Cond.	Transfer /Sold	Rec'd From	Value	Universal Waste
6807	DESK WITH HUTCH	1	WHSE	LOMA VISTA	50	N
6809	RISOGRAPH COPY MACHINES	2	WHSE	LOMA VISTA	30	Y
6810	HARDWOOD TABLE 6' X 3'	1	WHSE	LOMA VISTA	20	N
6812	QUASAR TV	1	WHSE	NEAL DOW	30	Y
6814	3 DESKS	2	WHSE	INSPIRE	10	N
6814	3 FILE CABINETS	2	WHSE	INSPIRE	5	N
6814	TABLE	2	WHSE	INSPIRE	5	N
6815	HARDWOOD GYM FLOOR	1	WHSE	PVHS	100	N
			CHICO			
			COUNTRY DAY			
6817	CISCO SWITCH	1	SCHOOL	DIST. OFC	N/A	Y
			CHICO			
			COUNTRY DAY			
6817	CISCO CONTROLLER WLAN	1	SCHOOL	DIST. OFC	N/A	Y

Condition:

1. Useable but no longer needed
2. Needs Minor Repair
3. Unrepairable

### Unrepairable Surplus Property 4/17/13

BO#	Description	Cond.	Transfer /Sold	Rec'd From	Value	Universal Waste
6804	CAONON IMAGERUNNER COPIER	3	WHSE	CHS	N/A	Y
6814	CHAIR	3	WHSE	INSPIRE	N/A	N
6816	BLEACHERS	3	WHSE	PVHS	N/A	N

Condition:

1. Useable but no longer needed
2. Needs Minor Repair
3. Unrepairable



Surplus Property 4/17/13 to Computers for Classrooms for refurbishing  
to current technology standards and reallocating back to schools

BO#	Description	Cond.	Rec'd From
6806	3 RADIOS	3	PARKVIEW
6806	6 CHARGERS	3	PARKVIEW
6806	19 DELL COMPUTERS	3	PARKVIEW
6806	COMPUTER CART	3	PARKVIEW
6806	QUEST-WLAN CONTROLLER	3	PARKVIEW
6811	21 DELL LAPTOPS	2	NEAL DOW
6813	CANON COPIER	3	LCC
6813	IBM TYPEWRITER	3	LCC
6813	DELL COMPUTER	3	LCC
6813	GATEWAY COMPUTER	3	LCC

Condition:

1. Useable but no longer needed
2. Needs Minor Repair
3. Unrepairable

**TITLE: Notice of Exemption of the California Environmental Quality Act  
– Portable Classrooms at Chico High School**

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

April 17, 2013

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

**Background information**

In 1970 the California State Legislature enacted the California Environmental Quality Act (CEQA) as a means to require public agency decisionmakers to document and consider the environmental implications of their actions and/or projects. CEQA contains a number of exemptions from projects which have been determined to have minimal impact on the environment. One categorical exemption, “Class 14 consists of minor additions to existing schools within existing school grounds where the addition does not increase original student capacity by more than 25% or ten classrooms, whichever is less. The addition of portable classrooms is included in this exemption”, is stated in the CEQA Guidelines, section 15314.

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

The addition of Portable Classrooms at Chico High School is exempt from CEQA because the project is a minor addition to an existing school within existing school grounds. The project does not result in an increase in original student capacity by more than 25% or ten classrooms.

**Educational Implications**

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

**Fiscal Implications**

This project will be funded with Measure A bond funds.

**Recommendation**

It is requested that the Board of Education authorize the Director of Facilities and Construction to approve and execute the Notice of Exemption for the Portable Classrooms project at Chico High School.

## Notice of Exemption

Form D

To: Office of Planning and Research  
P.O. Box 3044, Room 212  
Sacramento, CA 95812-3044

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

(Address)

County Clerk  
County of Butte

25 County Center Drive

Oroville, California, 95965

Project Title: Portable Classrooms at Chico High School

Project Location - Specific:

Chico High School, 901 Esplanade, Chico, California 95926

Project Location - City: Chico

Project Location - County: Butte

Description of Nature, Purpose and Beneficiaries of Project:

Addition of reconditioned relocatable buildings for high school students at Chico High School.

Name of Public Agency Approving Project: Chico Unified School District

Name of Person or Agency Carrying Out Project: Michael Weissenborn, Director -Facilities & Construction

Exempt Status: (check one)

- ☐ Ministerial (Sec. 21080(b)(1); 15268);  
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));  
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));  
☒ Categorical Exemption. State type and section number: Class 14/Section 15314  
☐ Statutory Exemptions. State code number: \_\_\_\_\_

Reasons why project is exempt:

The project is a minor addition to an existing school within existing school grounds. The project does not result in an increase in original student capacity by more than 25% or ten classrooms.

Lead Agency

Contact Person: \_\_\_\_\_ Area Code/Telephone/Extension: 530-891-3209

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☒ Yes ☐ No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Title: Director Facilities & Construction

☒ Signed by Lead Agency

Date received for filing at OPR: \_\_\_\_\_

☐ Signed by Applicant

Revised 2005

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

DATE: April 17, 2013  
MEMORANDUM TO: Board of Education  
FROM: Kelly Staley, Superintendent  
SUBJECT: Certificated Human Resources Actions

**Leave Request**

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Comment</u>
Hudson, Erica	Elementary	5/8/13-6/6/13	0.7 FTE Child Care Leave

**Retirements/Resignations**

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Comment</u>
Carroll, Michael	Psychologist	7/1/2013	Retirement
Dane, Rita	Secondary	6/7/2013	Retirement
Knight-Richards	Speech	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 1

DATE: APRIL 17, 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				
Critchfield, Pamela	Trans Special Ed Aide/Transportation/3.0	3/26/2013	Existing Position/274/Transportation/7230	10685.88
Cuevas, Aften	LT Cafeteria Assistant/Chapman/1.0	3/28/2013-6/5/2013	New Limited Term Position/266/Nutrition/5310	562.12
Hanf, Carolyn	LT Parent Classroom Aide- Restr/Shasta/4.3	4/2/2013-6/6/2013	New Limited Term Position/174/Categorical/7090	1695.146
Henry, Lauri	School Office Manager/Shasta/8.0	4/4/2013	Vacated Position/221/General/0000	36010
John, Christen	LT Cafeteria Satellite Manager/Emma Wilson/6.9	12/2/2012-6/6/2013	During Absence of Incumbent/251/Nutrition/5310	16918.80
Jones, Polly	Cafeteria Satellite Manager/Marigold/7.0	4/2/2013	Vacated Position/247/Nutrition/5310	26974.57
Lopez, Thomas	LT SMW-HVAC/M & O/8.0	4/4/2013-9/5/2013	During Absence of Incumbent/220/Maintenance/8150	27698.16
Martinez, Berenice	LT IA-Bilingual/CHS/1.0	3/28/2013-6/6/2013	During Absence of Incumbent/224/Categorical/7091	648
Martinez, Berenice	LT IA-Bilingual/CHS/1.0	3/28/2013-6/6/2013	During Absence of Incumbent/225/Categorical/7091	648
Martinez, Berenice	LT IA-Bilingual/CHS/4.0	3/28/2013-6/6/2013	During Absence of Incumbent/223/Categorical/7091	2592
RE-EMPLOYMENT				
Jordan, Ellen	LT IA-Special Education/Hooker Oak/3.0	4/2/2013-6/6/2013	New Limited Term Position/238/Categorical/7090	1774.68
LEAVES OF ABSENCE				
Ensign, Melonie	IPS-Healthcare/Neal Dow/4.0	4/8/2013-6/17/2013	Per CBA 5.3.3	
Luallen, Terrie	Cafeteria Satellite Manager/Emma Wilson/6.9	4/2/2013-6/30/2013	Per CBA 5.1	
Yount, Jessica	IPS-Classroom/Loma Vista/3.0	5/13/2013-5/31/2013	Per CBA 5.12	
RESIGNATIONS/TERMINATIONS				
Adams, Molly	IA-Sr Elementary Guidance/Neal Dow/3.0	3/8/2013	Voluntary Resignation	
Cuccio, Mary	LT Sr Office Assistant/Loma Vista/8.0	4/19/2013	Voluntary Resignation	
Doak, Jared	IPS-Healthcare/Loma Vista/6.0	2/20/2013	Resigned from Leave Status	
RESIGNED ONLY THIS POSITION				
Critchfield, Pamela	Trans Special Ed Aide/Transportation/2.6	3/25/2013	Increase in Hours	
Jones, Polly	Cafeteria Satellite Manager/CCDS/6.0	4/1/2013	Increase in Hours	

**PROPOSED AGENDA ITEM:** Request from the City of Chico Regarding Funds for School Resource Officer Positions

Prepared by: David Scott, Assistant Superintendent - Education Services

☐ Consent

☐ Information Only

Board Date: April 17, 2013

☒ Discussion/Action

**Background Information**

The City of Chico has assigned three School Resource Officers to the District's secondary schools for many years. The School Resource Officers assist school site personnel with maintaining a safe school environment.

**Education Implications**

Related to the Board Goal: "To provide a safe, healthy, and engaging environment for learning to take place."

**Fiscal Implications**

The District has not previously paid for the services of the School Resource Officers. The City of Chico is requesting funds in the amount \$210,337 to pay for 1.5 School Resource Officers. The District does not receive state or federal funding specifically allocated for the School Resource Officers. The federal Safe and Drug-Free Schools funding (Title IV) was discontinued in 2012. A Board decision to fund these two positions would impact the General Fund.

**Additional Information**

Please review the attached letter from Chief Kirk Trostle of the City of Chico Police Department received on March 12, 2013.



POLICE DEPARTMENT

1460 Humboldt Road  
Chico, CA 95928  
<http://www.ci.chico.ca.us>

10.1.1.  
Page 2 of 2



President Elizabeth Griffin  
Chico Unified School District School Board  
1163 E. 7<sup>th</sup> Street  
Chico, CA 95928

Dear President Griffin,

The Chico Police Department has a long-standing, active partnership with the Chico Unified School District. For more than fifteen years, we have assigned a full-time police officer to each of the three high school campuses within the District. These officers maintain a close working relationship with the school's administrative staff and students.

During these tough economic times, we have been confronted with difficult decisions regarding our staffing resources. However, we have been keenly aware of the value the School Resource Officers provide to the School District and the community as a whole. It is for these reasons that we have maintained our School Resource Officer Program (SRO) with the District.

Facing shortfalls in the upcoming fiscal year, we are writing to you with the following request for your consideration. The cost for salary and benefits for the three officers is \$420,674.00 annually. The City of Chico has financed these positions through the general fund. We are requesting that the School District provide half of this funding for these three police officers, or \$210,337.00, to continue this vital program.

We are very grateful for the cohesive working relationship between our two organizations. I look forward to your reply.

Respectfully,

Kirk Trostle, Chief of Police

**Records**  
(530) 897-4910  
Fax (530) 895-4994

**Administration**  
(530) 897-4950  
Fax (530) 895-4929

**Detective Bureau**  
(530) 897-5820  
Fax (530) 895-4639

**Animal Control**  
(530) 897-4960  
Fax (530) 895-4639

**Animal Shelter**  
(530) 894-5630  
Fax (530) 894-5338

**Evidence**  
(530) 897-4930  
Fax (530) 895-4994

AGENDA ITEM: 2012-13 Monthly Cash Flow Report

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Prepared by: Maureen Fitzgerald, Assistant Superintendent, Business Services

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	Consent	Board Date	April 17, 2013
X	Information		
	Discussion/Action		

**Background Information:**

With the passage of Proposition 30 and the establishment of the Education Protection Account (EPA) the state is committed to begin the “buying down” the deferrals of cash from one fiscal year to the next. While cash continues to be deferred, the dollars placed in the EPA will be funded in June 2013.

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

Assuring Cash is available to cover district obligations including payroll is critical. Monitoring this monthly will assure the district remains fiscally healthy and able to meet all financial obligations. At this time it is assumed that the district will have a Positive cash position throughout 2012-13.



04/10/13

	July	August	September	October	November	December	January	February	March	April	May	June	Total	Accrual
<b>BEGINNING CASH (Per County 13th Mo)</b>	142,259	9,610,026	12,573,385	5,156,573	14,673,298	11,140,604	12,646,334	29,321,276	37,585,598	34,507,344	27,488,070	18,798,862		
<b>RECEIPTS</b>														
Revenue Limit Sources	0.00%	9.00%	12.00%	5.00%	10.00%	10.00%	15.00%	9.00%	4.00%	13.00%	13.00%	0.00%	100.00%	12-13 Deferrals
State Aid - CY EPA Version	2.07%	2.07%	12.73%	4.85%	9.60%	17.39%	9.00%	5.62%	2.45%	0.36%	0.00%	0.00%	Total CY	36.57%
State Aid EPA		1,330,334		1,408,699	2,800,602	5,381,446	6,279,435	11,032,944	965,764	305,868	0	1,653,230	18,982,208	10,936,674
Property Taxes				2,211,483	117,975	9,723	13,297,652	(57,795)		(608,419)	(608,419)	5,616,087	12,686,174	12,686,174
In-Lieu Taxes				(109,162)	(206,169)	1,645,213	2,703,343	318,396	1,199,860	1,087,070	468,840	(1,335,460)	21,108,886	21,108,886
Federal Sources			183,845	98,255	158,008	1,146,668	1,142,789	2,878,434	8,676			1,505,673	9,346,288	9,346,288
Other State Sources		172,338		3,781,563	858,612		431,411		862,821			(1,850,697)	8,196,151	8,196,151
EIA				403,042		418,395				403,802		129,562	1,294,232	1,294,232
Lottery				723,444					278,248	122,717			1,354,800	1,354,800
ASES						507,119		803,073		155,172			1,465,364	1,465,364
Class-Size Reduction - CY	44	7,726	69,599	329,414	238,855	228,941	557,328		163,047	895,446		1,761,610	5,293,717	5,293,717
Other Local Sources	22,638	9,789	(300,800)	2,106		12,891		43,263	555			2,093,167	2,095,111	2,095,111
Transfers In													0	0
2011-12 Notes													0	0
<b>TOTAL RECEIPTS</b>	302,638	2,120,167	(127,462)	8,656,844	3,786,887	9,350,396	24,148,572	14,966,637	3,446,001	2,431,684	755,867	9,764,800	79,784,327	12,068,300
<b>DISBURSEMENTS</b>														
Salaries & Benefits	1,050,850	6,062,366	7,449,540	7,633,998	8,065,418	7,604,437	7,743,739	8,036,373	7,777,170	8,428,283	8,499,053	9,316,560	88,217,997	88,217,997
Operating Expenditures	1,429,267	310,874	856,007	1,469,942	623,037	754,843	721,072	709,060	863,683	970,554	942,114	1,035,565	10,686,023	10,686,023
Capital Outlay	7,944	681,952	3,972	7,944	280,540		204,029	25,626	66,337	52,111	3,889	(910,329)	365,522	365,522
Other Outgo								43,263	7,944			(43,263)	0	0
<b>TOTAL DISBURSEMENTS</b>	2,488,061	7,065,191	8,309,520	9,558,495	8,968,995	8,659,280	8,668,840	8,825,765	8,715,134	9,450,958	9,445,056	9,274,268	99,269,543	99,269,543
<b>ASSETS/LIABILITIES/OTHER</b>														
Assets														
AP	25,448		259,356	9,492,888	300,447	61,979	(162,764)	3,444	421,370				9,316,560	9,316,560
State Aid - PY Rec'd in Jul/Aug/Sep	12,754,994	3,330,205											1,035,565	1,035,565
Other State Incl W/Admitt - PY Rec'd in	689,899												0	0
Class-Size Reduction - PY													0	0
Cash Awaiting Deposit			13,568	6,501		17,573		543					365,522	365,522
Other (County Cash Outstanding)			747,245	518,989	1,391,115	735,063	1,336,282	2,119,462	1,786,509				0	0
Liabilities														
AP	(2,789,867)	516,541			(2,147)	23,693							(10)	(10)
Other (County Cash Outstanding)	767,626												0	0
<b>TOTAL DISBURSEMENTS</b>	11,653,752	7,627,484	1,020,169	10,018,376	1,688,414	814,614	1,197,210	2,123,450	2,187,879	0	0	0	99,269,543	99,269,543
<b>NET MONTHLY CHANGE</b>	9,468,627	2,062,459	(7,416,812)	9,516,726	(3,532,694)	1,505,731	16,674,942	8,264,322	(3,078,254)	(7,019,274)	(8,690,189)	490,532		
<b>NET ENDING CASH</b>	9,610,926	12,573,385	5,156,573	14,673,298	11,140,604	12,646,334	29,321,276	37,585,598	34,507,344	27,488,070	18,798,862	19,289,433		
Cash Value of Note	0	0	0	0	0	0	0	0	0	0	0	0		
Cash Without Note	9,610,926	12,573,385	5,156,573	14,673,298	11,140,604	12,646,334	29,321,276	37,585,598	34,507,344	27,488,070	18,798,862	19,289,433		
Treasurer Cash	7,879,615	11,832,711	8,200,978	5,031,807	5,273,468	16,636,611	15,805,065							
Variance	(1,731,311)	(749,674)	3,044,405	(6,841,496)	(6,867,136)	4,190,477	(13,315,311)							

2012-13	
ADO BUDGET	29,899,181
12/13 Bud State Aid	12,686,174
	(3,133,011)
	9,346,288
Federal	8,387,228
	1,294,232
	1,354,800
	1,124,409
Co Sp Ed	2,395,613
COPIs	5,293,717
	2,095,111
	91,842,628

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AGENDA ITEM: Resolution to Establish Funds for Measure E Bond

Prepared by: Peter VanBuskirk – Director, Fiscal Services

☐ Consent

Board Date April 17, 2013

☐ Information Only

☒ Discussion/Action

**Background Information**

The Butte County Treasurers office requires three funds established for tracking particular finances for any new bond:

- Building Fund
- Debt Service
- Rebate Fund

**Educational Implications**

None

**Fiscal Implications**

Establishing separate funds within the County Treasurer's Pooled Portfolio will meet the County Treasurer's requirement for CUSD to more easily record the certain activities for the Measure E bond.

**Building Fund**

CUSD Escape Fund 22 (SACs Fund 21 Capital Projects) (Butte County Treasury Designation 3423)

**Debt Service Fund**

CUSD Escape Fund 21 is the suggested fund number. (SACs Fund 21 Capital Projects) (Butte County Treasury Designation 3410)

**Rebate Fund**

CUSD Escape Fund 28 is the suggested fund number. (SACs Fund 21 Capital Projects) (Butte County Treasury Designation 3421)

**CHICO UNIFIED SCHOOL DISTRICT**

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

**RESOLUTION 1216-13  
ESTABLISHING SEPARATE FUNDS FOR  
MEASURE E BOND ACTIVITY**

**WHEREAS,** the CUSD administration needs to track the Measure E Bond financial activities separately for the Butte County Treasurer's office with three separate funds that roll up to the SACs Fund 21 Capital Projects.

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Board of the Chico Unified School District that three funds will be established for the use and recording of the financial activity of the CUSD Measure E bond.

Adopted and approved the 17th day of April 2013, by the following vote:

**Ayes:**

**Noes:**

**Absentions:**

**Absent:**

By: \_\_\_\_\_  
President of the Governing Board of the  
Chico Unified School District

Attest: \_\_\_\_\_  
Clerk/Secretary of the Governing Board  
of the Chico Unified School District

PROPOSED AGENDA ITEM: Resolution #1214-13 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: April 17, 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.

## FISCAL IMPACT

10.2.3.  
Page 2 of 28

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

## RECOMMENDATION

Staff recommends approval of Resolution #1214-13. 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. 1214-13**

**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 only as current interest 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, 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)     **“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.

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

(c) **“Bond Payment Date”** means (and unless otherwise provided by the Purchase Contract), 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 Bonds.

(d) **“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.

(e) **“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.

(f) **“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.

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

(h) **“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.

(i) **“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.

(j) **“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.



(k) **“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.

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

(m) **“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.

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

(o) **“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

(p) **“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.

(q) **“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.

(r) **“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.

(s) **“Principal”** or **“Principal Amount”** means the Principal Amount of any Bond.

(t) **“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.

(u) **“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.

(v) **“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.

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

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

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

(z) **“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.

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

(bb) **“Transfer Amount”** means with respect to any Outstanding Bond, the Principal Amount thereof.

(cc) **“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 denominations of \$5,000 Principal Amount or any integral multiple thereof. The Bonds shall bear 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 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.

(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 the portion of any Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple 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 of such Bond to be redeemed, and the original issue date, interest 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 to the redemption date, and that from and after such date, interest with respect thereto shall cease to accrue.

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 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 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 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 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 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 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 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 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 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 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 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 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.

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 Bond 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 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 Bonds shall be payable upon maturity or redemption upon surrender at the principal office of the Paying Agent. The 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 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 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 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 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 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 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 and interest. DTC will thereupon make payments of Principal of and interest on the Bonds to the DTC Participants who will thereupon make payments of such Principal 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 of interest on the Bonds, it shall become the Owner of such Bonds with the right to payment of such Principal 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, 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, 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, and 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 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 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 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 E.J. 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 17th day of April, 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 April 17, 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

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

**EXHIBIT A**  
**FORM OF BONDS**

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 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 April 17, 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.

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 Bonds maturing on or before August 1, 20\_\_ are not subject to redemption prior to their fixed maturity dates. The 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 Bonds to be redeemed, plus interest thereon to the date fixed for redemption, without premium.

[The 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)

**AGENDA ITEM:** Update on Facilities Master Plan

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

☐ Consent

Board Date April 17, 2013

☒ Information Only

☐ Discussion/Action

### **Background Information**

On March 27, 2013 the Board of Education approved entering into an agreement with the architectural firm, Darden Architects, to perform Facilities Master Planning Services for the District. The Facilities Master Planning (FMP) process is very complex involving a number of different disciplines working together as one team. The FMP selection committee has continued to meet with the objective of making sure that the tasks to be performed by Darden are clearly identified and meet the District's needs and expectations. This committee consists of Dr. Andrea Lerner Thompson (Board Member), Linda Hovey (Board Member), Sean Greenwald (Measure E Oversight Committee Member), Mike Weissenborn (Director of Facilities & Construction) and Julie Kistle (Construction Manager).

The Facilities Department has been working on scheduling elementary school site assessments with Darden Architects and Administration. Preliminary dates have been scheduled and tours will begin May 1<sup>st</sup>. Darden will assess four areas of the site and facilities: building condition, site condition, educational suitability, and technology readiness.

The first round of community meetings has been scheduled. They start with a meeting at Marsh Jr. High School on April 30<sup>th</sup> which will include community input from Marsh Junior High School, Little Chico Creek, Loma Vista, Parkview and Sierra View Elementary Schools. The second meeting will be held at Bidwell Junior High School on May 1<sup>st</sup> and will include community input from Bidwell Junior High School, Marigold, McManus, Neal Dow and Shasta Elementary Schools. The third meeting will be held at Chico Junior High School on May 2<sup>nd</sup> and will include community input from Chico Junior High School, Chapman, Citrus, Emma Wilson, Hooker Oak and Rosedale Elementary Schools. All meetings will be held between the hours of 5:30 p.m. to 7:30 p.m. Darden will be asking the community for input regarding the condition of school facilities recommendation on projects to be completed on school sites. Community meetings at the High Schools will be scheduled separately.

### **Educational Implications**

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

### **Fiscal Implications**

The Facilities Master Plan will be funded out of Measure E bonds.



**TITLE: Phase Two Solar Feasibility Analysis and Report**

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

April 17, 2013

Prepared by: Michael Weissenborn, Director of Facilities & Construction

**Background information**

The District has recently completed the installation of solar generation systems at four school sites and the District Corporation Yard that are currently generating electrical bill savings. The recently completed systems include total to roughly 1.6 megawatts of solar capacity and offset roughly 68% of the electrical load at those sites. The District chose to enter into a power purchase agreement (PPA) with the solar installer, SolarCity, for the recently completed projects. In a PPA, rather than purchase the systems outright, the District pays a rate lower than their average Pacific Gas and Electric (PG&E) electricity rate for the solar energy generated from the systems. In total, these systems are projected to generate \$3.1 million over the 20 year life of the PPA contracts. The District is now looking to further their solar power generation and increase revenue generation from solar energy generation.

On October 17, 2013, the Board of Education authorized staff to contract with Newcomb Anderson McCormick Energy Engineering and Consulting to pursue the second phase of potential savings attainable by energy conservation and production through the use of photovoltaic (PV) systems at District Facilities. The District has hired Newcomb Anderson McCormick (NAM) to perform a feasibility study and investigate the financial benefit of expanding the District's solar generation capacity in a Phase Two effort. This report explains different options available to the District for successfully implementing additional solar systems at multiple District sites. The report estimates the net financial benefit over a 20 and 25 year period for the different implementation scenarios presented. The report concludes with a recommendation to the District as to the most cost-effective option for a Phase Two effort.

**Educational Implications**

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

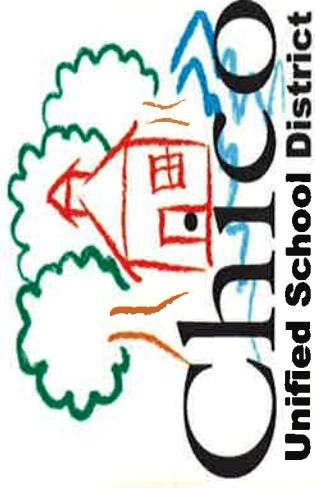
**Fiscal Implications**

This study has been performed by Newcomb Anderson McCormick and been funded out of Fund 42, Redevelopment Funds, and does not have an impact upon the General Fund.

# Chico Unified School District

## Phase 2 Solar

### Feasibility Analysis Results



# Agenda

- Background
- Phase 2 Goals
- Analysis Methodology
- Feasibility Study Results
- Next Steps

# Background

- Chico Unified School District Phase 1 Project
  - 1.6 MW at five District Sites
    - Chico High School
    - Pleasant Valley High School
    - Marsh Elementary School
    - Chapman Elementary School
    - District Corporate Yard
  - 20 Year Power Purchase Agreements
  - \$3.1 Million in Benefit to the District

# Analysis Methodology

- The Study includes
  - Review of energy use at the District facilities
  - Use of ortho-photographic and other aerial imagery to determine possible locations for solar arrays and to identify energy efficiency opportunities
  - Research and review of current and developing legal, regulatory and program rules
  - Development of three scenarios for analysis
  - Estimation of energy project costs and energy savings over the project lifecycle

# Evaluation Scenarios

- Site utility bill offset
  - Distributed solar installations at each District site
  - Centralized solar generation to offset the utility costs at District sites
- Direct power export
  - Centralized solar generation to export energy to the utility company



# Financial Analysis Assumptions

- Several assumptions have a significant effect on the results of the analysis. In particular, the models are very sensitive to the following assumptions
  - *The price of energy purchased from PG&E and annual escalation rate:*  
The analysis considers an annual escalation rate of 3.85%.
  - *The amount of energy consumed and the profile of that consumption :*  
The models assume the load pattern observed so far is a good indication of future load patterns.
  - *The cost of the solar system:*  
Considering recent procurement experience at other K-12 districts, we use conservative estimate for system cost assumptions:
    - \$4.50 per Watt dc, which includes O&M and inverter replacement, for ownership scenarios
    - \$0.135 per kilo-Watt hour, for Power Purchase Agreements
    - \$4.00 per Watt dc, for centralized installations

# Results: Site-by-Site Installation

- 15 Sites investigated
- Two installation financing options
  - Ownership
  - Third Party Ownership – Power Purchase





# Results: Site-by-Site Ownership

Site	Total Costs	CSI Incentive	20 Yr Net Benefit	20 Yr NPV	25 Yr Net Benefit	25 Yr NPV
Bidwell Junior High	(\$1,260,000)	\$172,511	\$714,836	\$207,530	\$1,316,206	\$512,084
Chico Junior High	(\$529,200)	\$68,529	\$406,253	\$162,281	\$702,556	\$312,318
Citrus	(\$504,000)	\$62,725	\$249,095	\$54,956	\$480,043	\$171,914
District Office	(\$44,100)	\$3,587	(\$116,701)	(\$95,027)	(\$149,010)	(\$111,370)
Emma Wilson	(\$829,350)	\$110,449	\$706,733	\$305,362	\$1,196,136	\$553,172
Fair View High	(\$502,650)	\$63,796	\$426,996	\$183,140	\$726,408	\$334,742
Hooker Oak 053	(\$226,350)	\$28,447	\$210,765	\$95,632	\$353,143	\$167,720
Hooker Oak 160	(\$226,350)	\$28,447	\$142,337	\$46,578	\$257,886	\$105,090
Marigold	(\$471,600)	\$64,044	\$386,723	\$163,121	\$658,010	\$300,492
John A McManus	(\$830,550)	\$104,095	\$567,907	\$203,302	\$1,011,007	\$427,671
Neal Dow	(\$515,250)	\$67,072	\$395,049	\$157,757	\$682,975	\$303,553
Parkview	(\$598,500)	\$76,718	\$421,201	\$155,851	\$742,236	\$318,416
Rosedale	(\$681,750)	\$87,869	\$526,443	\$211,156	\$909,722	\$405,234
Shasta	(\$491,850)	\$63,598	\$391,683	\$160,871	\$672,929	\$303,281
Sierra View	(\$473,850)	\$59,247	\$366,742	\$146,803	\$635,374	\$282,825
<b>Total</b>	<b>(\$8,185,350)</b>	<b>\$1,061,133</b>	<b>\$5,796,060</b>	<b>\$2,159,313</b>	<b>\$10,195,621</b>	<b>\$4,387,144</b>

10.2.5.  
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# Results: Site-by-Site Power Purchase

Site	20 Yr. Utility Bill Savings	Total PPA Payment	20 Yr Net Benefit	20 Yr NPV
Bidwell Junior High	\$1,802,325	(\$1,430,623)	\$371,702	\$274,242
Chico Junior High	\$866,924	(\$568,309)	\$298,615	\$217,452
Citrus	\$690,369	(\$520,179)	\$170,190	\$125,073
District Office	(\$76,188)	(\$29,746)	(\$105,934)	(\$75,739)
Emma Wilson	\$1,425,634	(\$915,949)	\$509,685	\$370,716
Fair View High	\$865,850	(\$529,055)	\$336,794	\$244,503
Hooker Oak 053	\$408,668	(\$235,908)	\$172,760	\$125,211
Hooker Oak 160	\$340,240	(\$235,908)	\$104,332	\$76,157
Marigold	\$794,279	(\$531,114)	\$263,165	\$191,717
John A McManus	\$1,294,361	(\$863,257)	\$431,105	\$313,807
Neal Dow	\$843,227	(\$556,221)	\$287,006	\$209,061
Parkview	\$942,983	(\$636,217)	\$306,765	\$223,680
Rosedale	\$1,120,324	(\$728,692)	\$391,633	\$285,102
Shasta	\$819,936	(\$527,413)	\$292,523	\$212,804
Sierra View	\$781,345	(\$491,329)	\$290,016	\$210,834
<b>Total</b>	<b>\$12,920,277</b>	<b>(\$8,799,920)</b>	<b>\$4,120,356</b>	<b>\$3,004,618</b>

10.2.5.  
Page 10 of 15

# Results: Centralized System

- Large system with two revenue generation scenarios using Canyon View Field site
  - Site-by-site bill offset using bill credit transfer (RES-BCT)
  - Power export using Feed-in-Tariff (FIT)



# Results: Central System RES-BCT

- Uses generation credits to offset the utility costs of distributed sites called “benefiting accounts”
- System sized to credit 15 sites
- Currently only able to apply credits to half of benefiting accounts’ utility costs

Site	Year 1 Generation Benefit	20 Yr. Generation Benefit	System Cost	20 Yr. Net Benefit	20 Yr NPV
1250 kW Tracker	\$241,815	\$6,374,489	(\$5,000,000)	\$1,374,489	(\$385,314)

# Results: Central System FIT

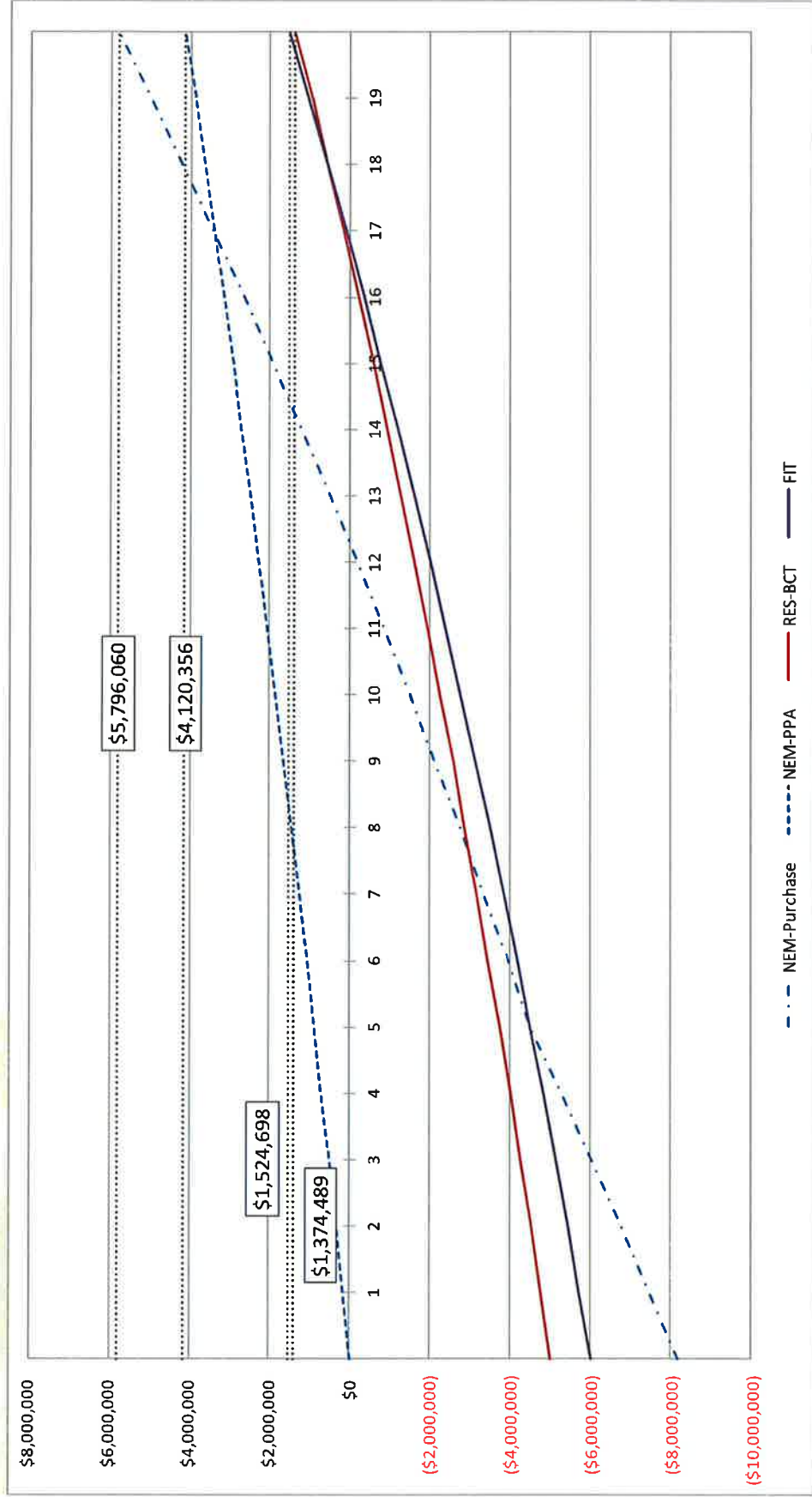
- Generates electricity that is exported directly to utility grid
- Direct power purchase agreement with utility using the utility's Feed-in-Tariff rate structure

Site	20 Yr. Production Benefit	System Cost	20 Yr. Net Benefit	20 Yr NPV
1500 kW Tracker	\$7,524,698	(\$6,000,000)	\$1,524,698	(\$552,643)



# Results: Scenario Comparison

- 20 Year comparison of Scenarios



# Summary and Next Steps

- Several options available to the District to install solar to generate financial benefit to the District.
- The District can offset utility costs at each site by distributed installations, by using RES-BCT tariff structure, or a combination of the two
- The District can also use Canyon View field for Feed-in Tariff system to export energy directly to the utility
- We recommend the District develop and issue an RFP to gauge vendor interest, validate the assumptions in this analysis, and determine the final mix of projects
- The results of the RFP process can be used to inform the Master Plan and to serve as the basis for selecting a solar contractor

**TITLE: Newcomb Anderson McCormick Energy Engineering and Consulting  
Phase Two Solar RFP Preparation and Support**

Action   X    
Consent         
Information       

April 17, 2013

Prepared by: Michael Weissenborn, Director of Facilities & Construction

**Background information**

On October 17, 2013, the Board of Education authorized staff to contract with Newcomb Anderson McCormick Energy Engineering and Consulting to pursue the second phase of potential savings attainable by energy conservation and production through the use of photovoltaic (PV) systems at District Facilities.

The District worked with NAM to determine if there is a technical and financial basis for moving forward with energy projects throughout District facilities. The results of the analysis indicate that there is a strong basis for moving forward and the procurement effort described in the proposal would be the next step in the project life-cycle.

NAM has completed the Phase Two Solar Feasibility Analysis and Report. The approach utilizing the Phase One Solar Feasibility Analysis to drive a Request for Proposals proved very beneficial. Proposers were able to select some or all of the sites to develop the most effective approach utilizing both ownership and Power Purchase Agreement scenarios. We would like to use to utilize this approach again.

NAM has prepared a proposal to provide technical support services on an hourly not to exceed basis. The major difference with this process on Phase Two is that the RFP results would be able to be considered in the development 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**

This scope of the work performed by Newcomb Anderson McCormick will be funded out of Fund 42, Redevelopment Funds, and will not have an impact upon the General Fund.

**Recommendation**

It is requested that the Board of Education authorize the Superintendent or designee to enter into a contract with Newcomb Anderson McCormick Energy Engineering to develop and circulate an RFP for a second phase of solar power generating capacity, evaluate proposals in response to the RFP, and support the District in negotiating a contract should such an agreement be advantageous to the District.



## **AGREEMENT FOR CONSULTING SERVICES BETWEEN**

**Chico Unified School District (CUSD)  
and  
Darden Architects, Inc.**

***As of 4/9/2013***

This Agreement for Architectural Master Planning Services is entered into this 9th day of April, 2013, by and between the Chico Unified School District (CUSD) and Darden Architects, inc. The provisions of this Agreement are set forth herein.

The parties agree as follows:

**1. SCOPE OF SERVICES:**

**a. Initial Contract Services.**

The services to be planned and performed by Darden Architects (the "Services") are detailed in the scope of work attached as "Exhibit A Task Objectives, Activities and Deliverables".

**b. Additional Services.**

If authorized in writing by CUSD, Darden Architects shall furnish services that are in addition to Services detailed in the Scope of Work. If further additional services ("Additional Services") are requested by CUSD, the parties shall in good faith negotiate and thereupon execute an addendum to this Agreement to be signed by the District Contract Administrator, and by an authorized representative of Darden Architects, setting forth the additional scope of services to be performed and the compensation for the Additional Services. Darden Architects shall not be entitled to any compensation for any Additional Services unless the Additional Services are authorized in writing. All Additional Services shall otherwise be subject to all terms and conditions of this Agreement.

**2. SELECTED DEFINITIONS**

- a. **"Acceptance"** with respect to a Task Completion, means a written acceptance by the District Contract Administrator of a written Request for Payment issued on behalf of Darden Architects.
- b. **"Activities"** means the activities detailed under each Task
- c. **"Corrective Action"** has the meaning specified in Subsection 5(c).
- d. **"Current Task"** means the next numbered Task detailed in the Scope of Work that occurs after the Task that last obtained Task Completion.
- e. **"Deliverables"** means the deliverables detailed under each Task.
- f. **"District Contract Administrator"** means the single individual designated in writing from time to time by District to serve as the Contract Administrator with respect to Acceptances. The initial CUSD Contract Administrator is Mr. Mike Weissenborn.
- g. **"Rejection"** has the meaning specified in Subsection 5(c).
- h. **"Request for Payment"** has the meaning specified in Subsection 5(a).
- i. **"Scope of Work"** has the meaning specified in Subsection 1(a).
- j. **"Services"** has the meaning specified in Subsection 1(a).
- k. **"Task"** means those objectives, activities and deliverables detailed in 'Exhibit A - Task Objectives, Activities and Deliverables'.
- l. **"Task Budget"** means the compensation for each separate Task as detailed in Section 3 (Compensation), below.
- m. **"Task Completion"** means, as to each Task, when Darden Architects has completed all Activities and provided all Deliverables required under a Task, and such Activities and Deliverables have met the Objectives established for such Task.
- n. **"Termination/Suspension Payment"** has the meaning specified in Subsection 8(e).
- o. **"Work Stoppage Notice"** has the meaning specified in Subsection 8(e).

**3. COMPENSATION:**

- a. Darden Architects shall be paid for the Contract Services based on the following Task Budget. The Task Budgets were established and based on an average billing rate and the forecasted man hours to complete the Tasks (Tasks indicated in Exhibit A).

<b>TASK</b>	<b>DESCRIPTION</b>	<b>TASK BUDGET</b>
1.0	Award Contract, Tendering process.	\$13,750
2.0	Initial Data Collection	\$81,505
3.0	Community Engagement	\$49,720
4.0	Principals and Standards	\$39,520
5.0	Facility Master Plan Development	\$153,240
6.0	Final Facilities Master Plan Development and Presentation	\$20,480
<b>Total</b>		<b>\$358,215</b>

- b. The Task Budget includes all charges for the Services to be provided by Darden Architects, including all direct expenses for the production of the District Wide Facilities Master Plan documents.
- c. The Task Budget listed above includes all specialty Sub-Consulting Services to be engaged by Darden Architects in the completion of the Tasks listed above, they are:

Selected Consultant Services will be provided from:

- Tim Haley <sup>RA</sup>, - Project Management and Community Engagement Specialist
- School Works, Inc. – Demographics, Development and Boundary Analysis
- Sierra West Group – Construction cost estimating

- d. In addition, the District desires the preparation of a comprehensive ADA assessment and transition plan for all existing School Facilities. For this work Darden Architects will retain a certified access specialist (CASP). The preparation of the ADA assessment will be performed by the Lars Andersen, Civil engineering consultant, Dan Zoldak. These services are in addition to the basic Facilities Master Planning services described in this document. The cost for CASP certified inspections and documentation are as follows.

Lars Andersen , CASP/Inspections \$154,960

**Total Combined Services \$513,175**

- e. Reimbursable Expenses in connection with the project including living expenses in connection with the consultant team's travel to Chico shall be reimbursed at cost. Car travel will be reimbursed at the standard Federal reimbursement rate for mileage (Currently \$0.565/mile). Air travel, rental car expenses and hotel accommodations, if required will be reimbursed at cost. Darden Architects plans to utilize their own airplane to make day trips to Chico, this form of travel will reduce overnight stays, mileage, meals and travel time. The District agrees to reimburse Darden for air travel costs to Chico with their airplane at \$1,500 per trip.
- f. This summary covers all fees for services except for Additional Services that may be authorized by District pursuant to Subsection 1(b).

**4. TASK BUDGET COMPENSATION NOTES & ADJUSTMENTS:**

- a. **Services not included in the proposal.**

- 1) This agreement assumes the District will retain their preferred JM King Demographic consulting specialist directly; this specialist will contract directly with the CUSD.
- 2) This agreement does not include necessary ongoing services to represent the CUSD through the complete implementation of the District wide Facilities Master Plan.

**b. Services included in the proposal.**

- 1) This agreement assumes the District will utilize the information provided in the JM King Demographic analysis and Student Housing Report prepared for Chico USD dated March 20, 2013.
- 2) Individual site information shall be gathered from a variety of sources, including input received by meeting with each site's Principal, staff and custodian, district records, prior studies, visual site assessments by the assessment team, and input received at public community engagement meetings. Room by room inspections will not be included.
- 3) Darden Architects has retained the services of an independent consulting Facilities Planner, Tim Haley AIA, to aid in managing the project development, physical assessments and community engagement and will be involved in the project from start to finish. Tim Haley is not an employee of Darden architects.
- 4) Time has been included for John Moreno of Sierra West Group to review the FMP scope and alternatives and determine construction cost estimates. His scope of work includes site visits where required do to existing conditions requiring verification. Construction cost estimates shall include costs for anticipated escalation of costs, Darden Architects or the Sierra West Group cannot be held responsible to unanticipated cost escalations.
- 5) This agreement includes the preparation of a comprehensive ADA assessment of each school site including interior and exterior. Time has been included for Lars Anderson's CASp certified team to complete American Disabilities Act review audit of at all sites and provide comprehensive compliance reports at all existing school sites. The purpose of this assessment will be to identify ADA violations and provide the district with a data base that can be used as an aid in transition to ADA compliance.
- 6) This agreement includes time for Darden Architect's to coordinate with the District's Facilities Planning Specialists.

**5. Task Acceptance:**

**a. Request for Payment.**

When Darden Architects has, in its reasonable judgment, determined that it has obtained Task Completion with respect to a Task, Darden Architects shall issue to the District Contract Administrator a written request for payment of the funds in the Task Budget related to such Task (a "Request for Payment").

The Tasks described in the Exhibit A outline a process that is to be accomplished generally in the order detailed in the Scope of Work. However because time is of the essence in this contract, if possible and also appropriate there may be opportunities to complete all or a portion of a subsequent task out of sequence to save time or take advantage of the school calendar or other scheduling situations. In that instance a request for payment for an out of sequence work completed would be appropriate. Partial payments for partially completed tasks are acceptable if the amount requested is in proportion to the work completed. The completion of a prior task is not essential to a request for payment for work done on a subsequent task.

**b. Written Acceptance.**

Within fifteen (15) business days of its receipt of a Request for Payment, District shall, through its District Contract Administrator, issue a written Acceptance of the items associated with such Task, and initiate the processing of a payment for such Task consistent with the Task Budget set forth in Section 3.

**c. Written Rejection.**

If deemed necessary, within fifteen (15) business days of its receipt of a Request for Payment, District shall, through its District Contract Administrator, issue a written "Rejection" of the items associated with such Task. The Rejection shall detail, with reasonable specificity, the deficiency in the Task Activities or Deliverables or attainment of Objectives that are the basis for the Rejection. Darden Architects shall then correct any Deliverables or revisit the Activities sufficient to address the items set forth in the Rejection (a "Corrective Action"); Darden Architects shall be provided a reasonable time to complete a Corrective Action.

**d. Informal Resolution.**

If Darden Architects disputes a Rejection issued by District, or if District reasonably determines that the Corrective Action completed by Darden Architects after a rejection is ineffective to resolve the Rejection, either party may initiate a meet and confer to evaluate the Activities, Objectives and Deliverables completed by Darden Architects with respect to the Task, and work to detail a mutually acceptable resolution of the problem. If the parties are unable to reach a mutually acceptable accommodation with respect to such matters, then either party may initiate exercise of remedies available pursuant to Section 9 (ADR).

**e. Subsequent Tasks Initiated Pending Acceptance of Prior Tasks.**

The parties acknowledge that the Tasks detail an iterative process that is best accomplished in the order detailed in the Scope of Work. However, if a Rejection is based on clerical matters or other issues that do not jeopardize the likelihood of the attainment of the Objectives for the next subsequent Task, District may direct or authorize the initiation of Activities associated with a subsequent Task while the parties are working to resolve a Rejection and/or a Corrective Action concerning a prior Task. Such directions or authorization shall be without prejudice to District's rights to pursue a remedy concerning the lack of Acceptance of a prior Task.

**f. Special Payment Requests.**

Notwithstanding the other provisions of this Section 5, Darden Architects may also request monthly payment on portions of Tasks partially completed. Any partial payment for any partially completed Tasks shall be based on the estimated percentage complete on a Task. Any partial payment for the completion of a task shall be at the discretion of the District, and shall be paid on such terms and conditions as the District shall establish.

**6. PAYMENT TERMS:**

**a. In General.**

Upon the Acceptance of a Task Completion, District shall pay Darden Architects based on the amount specified in the Task Budget with respect to such Task. Payment shall be issued within sixty (60) days following the issuance of the Acceptance. If District fails to timely pay for a Task within such sixty (60) day period, then District agrees to pay interest on the unpaid amount at the non-compounded rate of one percent (1 %) per month.

**7. PERFORMANCE COVENANTS:**

**a. Standard of Care.**

Darden Architects shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in District's community, for the professional and technical soundness, accuracy, and adequacy of all tasks, evaluations, order of magnitude budgets,

recommendations, and other work and materials furnished under this Agreement. Darden Architects makes no further warranty with respect to such matters, expressed or implied.

**b. Electronic Media.**

- 1) As a component of the services provided under this Agreement, Darden Architects may deliver electronic copies of certain documents or data (the "Electronic Files") in addition to printed copies (the "Hard Copies") for the convenience of District. District and its consultants, contractors and subcontractors may only rely on the Hard Copies furnished by Darden Architects to District. If there is any discrepancy between any Electronic File and the corresponding Hard Copy, the Hard Copy controls.
- 2) District acknowledges that Electronic Files can be altered or modified without Darden Architects' authorization, can become corrupted and that errors can occur in the transmission of such Electronic Files. District agrees that it will institute procedures to preserve the integrity of the Electronic Files received from Darden Architects until acceptance. District further agrees that it will review the Electronic Files immediately upon receipt and conduct acceptance tests within thirty (30) days, after which period District shall be deemed to have accepted the Electronic Files as received. Darden Architects will undertake commercially reasonable efforts to correct any errors in the Electronic Files detected within the thirty (30) day acceptance period. Darden Architects shall not be responsible to maintain the Electronic Files after acceptance by District.
- 3) Darden Architects is not responsible for any problems in the interaction of the Electronic Files with other software used by District or its consultants, contractors and subcontractors.

**c. Mutual Indemnification.**

- 1) Darden Architects shall indemnify and hold harmless (but not defend) the District and its agents, employees, Board of Trustees, and members of the Board of Trustees, from and against claims, damages, losses, and expenses (including, but not limited to reasonable attorney's fees) arising out of or resulting from: performance of this Agreement; Darden Architects completion of the duties under this Agreement; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Trustees, or members of the Board of Trustees, for Darden Architects negligent acts, errors and omissions or of its respective agents, subcontractors, employees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this Subsection.
- 2) The District agrees to indemnify and hold Darden Architects, its agents, employees, and consultants harmless from damages, losses and expenses (including reasonable attorney's fees) arising from District's negligent acts, errors or omissions in the performance under this Agreement. The District and/or his consultants are responsible for such damages and losses on a comparative basis of fault. The District is not obligated to indemnify Darden Architects for Darden Architects' own negligence.

**d. Insurance.**

- 1) It is agreed that Darden Architects shall secure and maintain in force during the term of this Agreement Commercial General Liability policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than one million (\$1,000,000.00) dollars per occurrence, two million (\$2,000,000.00) annual aggregate limit. Business automobile Liability Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than one million (\$1,000,000.00) dollars per occurrence. Darden Architects shall produce the policy for District, upon request. Darden Architects also agrees to provide worker's compensation insurance for Darden Architects' employees, at Darden Architects own cost and expense.

**e. Assignment and Subcontracting.**

Darden Architects shall not be authorized to assign any rights under this Agreement, or subcontract the performance of any work under this Agreement, unless such assignment or subcontract has first obtained District's written approval, which approval may be withheld or conditioned in District's sole and absolute discretion. Notwithstanding the foregoing, District hereby approves the subcontract by Darden Architects, Inc., with the consultants listed in sections 3 and 4.

**f. Records.**

Records of Darden Architects' direct labor costs, payroll costs, and expenses pertaining to the activities covered by this Agreement will be kept on a generally recognized accounting basis and made available to District for inspection upon request. Darden Architects shall be subject to the examination and audit of District for a period of three (3) years after final payment by District under this Agreement.

**g. Conflict of Interest.**

Darden Architects does not have, nor anticipate having, any interest in real property, investments, business interests in or income from sources which would provide Darden Architects or any of its owners or employees, with personal financial gain as a result of any recommendation, advice or any other action taken by Darden Architects during the rendition of services under this Agreement.

**h. Completion of Performance.**

Darden Architects recognizes time is of the essence and will work diligently to meet the District's project schedule goals.

**8. SUSPENSION/TERMINATION:**

**a. Suspension by District.**

District may, at any time, by ten (10) day written notice, suspend further performance by Darden Architects. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner. In the event of such a suspension, Darden Architects shall be paid, within sixty (60) days of such suspension, for any uncompleted Tasks in an amount determined pursuant to Section 8(e). Any such payment shall be a credit against the remaining payment owed under the Task Budget with respect to such Task when work is reinitiated.

**b. Termination by District.**

District may, at any time, with or without cause, by ten (10) day written notice, terminate further performance by Darden Architects. In the event of such a termination, Darden Architects shall be paid, within sixty (60) days of such termination, for any uncompleted Tasks, in an amount determined based on the percent complete for the current task. Such payment shall be in full satisfaction of any remaining liabilities owed to Darden Architects by District under this Agreement.

**9. Alternative Dispute Resolution (ADR): If a dispute arises between the parties relating to this Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies;**

**a. Initial Meeting.**

A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

**b. Appointment of Neutral.**

If, within thirty (30) days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "neutral"). If they have been unable to agree upon such



appointment within forty (40) days from the initial meeting, the parties shall seek assistance in finding a mutually acceptable neutral person. The fees of the neutral person shall be shared equally by the parties.

**c. ADR Procedures.**

In consultation with the neutral person, the parties will select or devise an alternative dispute resolution procedure ("ADR") by which they will attempt to resolve the dispute, and, if the parties are unable to agree on such matters within twenty (20) days after the initial consultation with the neutral person, the procedure, time and place for the ADR to be held will be decided by the neutral person. Unless circumstances require otherwise, the ADR shall be held not later than sixty (60) days after selection of the neutral person.

**d. ADR Participation.**

The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral person. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to binding arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

- 10. Limitation on Damages:** Except for Darden Architects' liabilities under Subsection 7(c) and (d), and except to the extent of a claim for the disgorgement of funds previously paid or contract amounts otherwise due under this Agreement, neither Party shall be liable to the other for any indirect, incidental, consequential, exemplary, punitive or special damages or loss of income, profit or savings arising directly or indirectly from the parties' relationship under this Agreement, including but not limited to claims based on contract, equity, negligence, intended conduct, tort or otherwise (including breach of warranty, negligence and strict liability in tort).

- 11. Written Notice:** All notices and demands which either party is required or desires to give to the other shall be given in writing by certified mail, return receipt requested with appropriate postage paid, by personal delivery, by facsimile or by private overnight courier service to the address or facsimile number set forth below for the respective party. All notices and demands so given shall be effective only upon receipt by the party to whom notice or demand is being given.

**12. Miscellaneous:**

**a. Severability.**

If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**b. No Waiver.**

Any failure to require strict compliance with any provision of this Agreement shall not be a waiver of strict compliance with regard to subsequent performance of such provision.

**c. Independent Contractor Status.**

While engaged in carrying out the terms and conditions of this Agreement, Darden Architects and any of its sub-consultants is acting as an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

**d. Integration.**

This Agreement, together with the Scope of Work, comprises a final and complete repository of the understandings between the parties and supersedes all prior or contemporary communications, representations or agreements, whether oral or written, relating to the subject matter of this Agreement, and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.



**e. Written Amendment.**

The terms of this Agreement shall not be waived, altered modified, supplemented or amended in any manner whatsoever unless in writing and signed by duly authorized representatives of the parties hereto.

**f. Binding Effect.**

This Agreement shall insure to the benefit of and shall be binding upon Darden Architects and the District and their respective successors and assigns.

**g. Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court in Butte County, California.

**h. Authorization to Proceed.**

Signing this Agreement shall be construed as authorization by District for Darden Architects to proceed with the Services, unless otherwise provided for in this Agreement.

**i. Non-Discrimination.**

It is the policy of the District that there shall be no discrimination against any of Darden Architects' prospective or active employees because of race, color, ancestry, national origin, sex or religious creed. Therefore, Darden Architects agrees to comply with applicable federal and California laws.

**j. Compliance with Law.**

Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Darden Architects agrees that it shall comply with all legal requirements for the performance of its duties under this Agreement and that failure to do shall constitute material breach.

**k. Execution in Counterparts.**

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

- 13. Board Approval:** The effectiveness of this Agreement is contingent upon the approval of the Chico Unified School District Governing Board.

- The rest of this page is intentionally left blank -

**AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated, effective upon the last dated signature.

Chico Unified School District

Darden Architects, inc.

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

SSN/EIN \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**Exhibit A**  
**Summary of the Scope of Work**

**Chico Unified School District Wide Facilities master Plan Scope of Work**

Darden Architects, Inc. with Tim Haley <sup>RA</sup>, School Works, Inc. Sierra West and Lars Andersen (the Master Planning Team) proposes to utilize the following approach in developing the District's Facilities Master Plan:

**Schedule of Tasks**

**Task 1 Award Contract,**

- 1.1 Tendering Process
  - 1.1.1 Including the development of written agreements with CUSD.
  - 1.1.2 Preparation of all sub consultant written agreements.
  - 1.1.3 Confirming contract requirements are in place, including insurance requirements.
- 1.2 Project scheduling, setting up project development schedule.
  - 1.2.1 Informing project development team of project schedule and requirements
- 1.3 Development of appropriate contacts and project development checklists.

**Team involvement**

Primary involvement: Darden Architects and Tim Haley (TRH)

Secondary involvement: School Works inc, Sierra West, Lars Andersen

**Task 2 Initial Data Collection**

- 2.1 Project Initiation
- 2.2 Data Collection
  - 2.2.1 City & County Development Pattern Analysis Individual Site Visits/Assessments
- 2.3 Assessment Information Data Base Report
  - 2.3.1 Site Information Input & Analysis; Equity Analysis

**Team involvement**

Primary involvement: TRH, Darden Architects, School Works inc.

Secondary involvement: Lars Andersen

**TASK 2 - INITIAL DATA COLLECTION**

The Master Plan Team will meet immediately with District staff to receive & review data on facilities for inclusion in a Facilities Inventory & Needs Assessment Database. This data will include information from prior District capital projects; record drawings (plans and 1As); maintenance records from the District's Maintenance Work Order system; Five Year Deferred Maintenance Plans; Williams Act facilities evaluations; District educational program specifications and other information. The team will also schedule individual site visits, beginning in April, to verify site conditions, educational program deficiencies and to identify ADA deficiencies at each site. The information will be entered into a Facilities Inventory database, already modeled by School Works, which will provide information (by site and cumulatively, including maps) on facilities location, age, condition size, use and history.

### **Task 3 Community Engagement**

- 3.1 Schools/Public Meetings to Gather Input
- 3.2 Small Group Meetings with Stakeholders
- 3.3 Visioning Sessions

#### **Team involvement**

Primary involvement: TRH, Darden Architects, School Works inc  
Secondary involvement: Nic Ambrosia

### **TASK 3 - COMMUNITY ENGAGEMENT**

The Master Plan Team, working with District staff, will convene a series of school-site based public meetings to follow up and extend the series of public meetings now being held by the District, with an emphasis on identifying additional facilities and educational options as the State Budget process continues. Concurrently, the team will identify key stakeholders and communities of interest to engage in a series of focus groups and small-group meetings to further identify issues, needs, options and priorities. The team and District may also conduct public surveys for input on specific topics or issues. During this time period and before the end of the school year, we will conduct a one or two day visioning session that will include selected educators, facilities, administrators and community representation.

### **Task 4 Principles & Standards**

- 4.1 Develop Principals, Standards & Educational Specifications
- 4.2 Analyze District Demographics and Enrollment

#### **Team involvement**

Primary involvement: TRH, Darden Architects, School Works inc,  
Secondary involvement: Sierra West

### **TASK 4 - PRINCIPLES & PRIORITIZATION**

The Master Plan Team will work with the District's Board of Trustees, staff and communities to draft key principles, criteria and goals for the Facilities Master Plan, including but not limited to necessary health & safety measures; ADA compliance; consistent technology infrastructure & access; facilities equity for all sites; analysis of special programs needs; and identification of necessary new or replacement construction. Concurrently, School Works will review and analyze the District's demographic and enrollment information; research current and future available funding opportunities outside Measure E; and identify potential future development trends with local planning agencies. The team will also begin developing cost estimates for each of the defined project elements, utilizing the services of Sierra West Group, the Master Plan estimator. Finally, the team will work with the Board of Trustees, staff and communities to develop criteria for project prioritization within the Master Plan.

## **Task 5 Facilities Master Plan Development**

- 5.1 Complete Facilities Inventory and Needs
  - 5.1.1 Facilities Funding Options
  - 5.1.2 Boundary Scenarios & Alternatives
- 5.2 Working with District staff and focus groups, prioritize Facilities Master Plan
- 5.3 Cost Estimates for Alternatives
- 5.4 School Based Presentations of Information, Gather Public Comments
- 5.5 Develop Draft Master Plan

### **Team involvement**

Primary involvement: Darden Architects, TRH, School Works inc,  
Secondary involvement: Sierra West, Lars Andersen

## **TASK 5 - FACILITIES MASTER PLAN DEVELOPMENT**

The Master Plan Team will complete the Facilities Inventory & Needs Assessment Database, including cost estimates and funding opportunities for identified components. Working with District staff and focus groups, the team will apply the principles, criteria, and priorities to the information in the Database to develop a draft prioritized Facilities Master Plan, including proposed schedules for individual project completion. The team, in conjunction with District staff, will then hold a series of school-site based public meetings to provide information and gather public comments and suggestions.

## **Task 6 Final Master Plan Development and Presentation**

- 6.1 Refine Facilities Master Plan
- 6.2 Finalize Facilities Master Plan and Present to Board of Trustees

### **Team involvement**

Primary involvement: Darden Architects, TRH, School Works inc,  
Secondary involvement: Sierra West, Lars Andersen

## **PHASE 6 - FINAL MASTER PLAN DEVELOPMENT & PRESENTATION**

The Master Plan Team will use the input from the public meetings and other sources to make any needed changes and refinements finalize the Measure E Facilities Master Plan and present it to the Board of Trustees for review and approval.

**AGENDA ITEM:      Mutual Re-opener by Chico Unified Teachers' Association (CUTA)  
and Chico Unified School District for the Collective Bargaining  
Agreement.**

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

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☐ Consent

Board Date April 17, 2013

☒ Information Only

☐ Discussion/Action

**Background Information**

The District and CUTA both have a mutual interest in re-opening and finding agreement with respect to Article 26 (Effects of Layoffs) of the collective bargaining agreement. One area of mutual interest is the establishment of criteria to break ties on the internal seniority list. Currently the contract states that such ties will be broken by lottery to be held by the District. Both parties are interested in establishing logical and objective criteria that can be used to break such ties.

The parties are currently engaged in bargaining for the 2012/13 and 2013/14 school years.

**Educational Implications**

Using logical and objective criteria should insure that more teachers who are deemed more senior in the event of a tie will be those who have good reason to be in such a position.

**Fiscal Implications**

None

AGENDA ITEM: 2013 CSBA Delegate Assembly Election

Prepared by: Kelly Staley, Superintendent

☐ Consent

Board Date April 17, 2013

☐ Information Only

☒ Discussion/Action

### **Background Information**

The Delegate Assembly is a vital link in California School Boards Association's (CSBA) governance structure. This body sets the general policy direction for the association. It works with local districts, county offices of education, the Board of Directors and the Executive Committee to ensure that the association reflects the interests of districts and COE's throughout the state. CSBA delegates serve two-year terms.

Enclosed is the run-off ballot material for election of a representative to CSBA Delegate Assembly from our subregion. The material consists of the ballot, required candidate biographical sketch form, and a resume for each candidate.

### **Educational Implications**

### **Fiscal Implications**

## RUN-OFF BALLOT

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office No later than **TUESDAY, APRIL 30, 2013**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box.  
*A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2013 DELEGATE ASSEMBLY RUN-OFF BALLOT  
SUBREGION 4-B  
(Butte County)

Number of vacancies: 1 (Vote for no more than 1 candidate)

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*Delegates will serve two-year terms beginning April 1, 2013 – March 31, 2015*

*\*denotes incumbent*

☐ Mary Ellen Garrahy (Oroville City ESD)

☐ Michael Greer (Paradise USD)

☐ Terry Lattemore (Biggs USD)

---

*Signature of Superintendent or Board Clerk*

---

*Title*

---

*School District/COE Name*

---

*Date of Board Action*

*See reverse side for a current list of all Delegates in your Region.*



**Region 4 – Paula Campbell, Director (Nevada City SD)**  
**8 Delegates (8 elected)**

**Below is a list of all the current Delegates from this Region.**

**Subregion A**

Barbara McIver (Red Bluff Joint Union HSD), term expires 2014

**Subregion B**

Vacant, term expires 2015

**Subregion C**

Jim Flurry (Marysville Joint USD), term expires 2014

Sharman Kobayashi (Yuba City USD), term expires 2015

**Subregion D**

Trish Gerving (Nevada City USD), term expires 2015

Lynn MacDonald (Placer Union HSD), term expires 2014

Paige K. Stauss (Roseville Joint Union HSD), term expires 2015

**County Delegate**

Lynn M. Oliver (Placer COE), term expires 2014

**Counties**

Glenn, Tehama (Subregion A)

Butte (Subregion B)

Colusa, Sutter, Yuba (Subregion C)

Nevada, Placer, Sierra (Subregion D)

**2013 Delegate Assembly Candidate Biographical Sketch Form****Due: Monday, January 7, 2013** (U.S. Postmark or fax – 916.669.3305 or 916.371.3407)

Please complete, sign and date this **required** candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please **do not** state "See résumé" and please do not re-type this form. Any additional page(s) exceeding this candidate form will **not** be accepted.

Name: Mary Ellen Garrahy

CSBA Region/Subregion: 4B

District or COE: Oroville City Elementary School District Years on board: 2+ ADA:   Contact Number: 530-370-3573 E-mail: megarrahy@comcast.netAre you a continuing Delegate? ☐ Yes ☒ NoIf yes, how long have you served as a Delegate?                     

**CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.**

As a member of the delegate assembly, my top three educational priorities are:

1. **Special Education Mandates vs. Special Education Actual Funding:** One of the issues we have in my district is that we have many children identified as candidates for special education. We spend a significant amount of our general fund accommodating the IEPs of these students and staying in compliance with the government's special education mandates and requirements. I know this issue is important to CSBA as it supports full funding for special education in order to avoid encroachment into the base revenue limit meant for general education programs.
2. **Financial Relief for districts in Declining Enrollment:** Our district has steadily been in declining enrollment for several years. As the delegate, I would advocate ongoing funding for operational costs.
3. **School Safety:** In the wake of shootings at Sandy Hook Elementary as well as the dramatic increase in the popularity of social networking, I am very concerned about the safety of our students in the 21<sup>st</sup> century. I would like to see that schools are safe from intruders on campus and that students are not bullied via social networking sites. I know that CSBA strongly believes that students have a right to attend schools that are safe and free from violence.

**Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district or county office.**

I am currently serving as President of the Oroville City Elementary School District as well as a parent of two children who attend schools in the OCES District. Additionally, I am an employee at Butte County Office of Education. I work in the After School Program coordinating trainings and curriculum for the 24 school sites in which we have an after school program. My position has afforded me the opportunity to build relationships with various administrators and teachers throughout the county as well as having a very solid understanding of resources offered by COE.

**Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?**

I am interested in gaining a broader understanding of how decisions are made at a state level. I am also interested in lending my voice to the direction of CSBA and advocating for rural school districts. I feel this experience will make me a more valuable board member in my district.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Date: 2-4-13

22 SUNLIGHT COURT, OROVILLE, CA 95966, 530-370-3573, MEGARRAHY@COMCAST.NET

To obtain position of CSBA Assembly Delegate for Region 4B

**2010 TO PRESENT** Oroville City Elementary School District Oroville, CA  
**PRESIDENT, OROVILLE CITY ELEMENTARY SCHOOL DISTRICT, BOARD OF EDUCATION**

- |                 |   |              |
|-----------------|---|--------------|
| 2006 TO PRESENT | Butte County Office of Education,<br>After School Program | Oroville, CA |
|-----------------|---|--------------|

2002 TO 2006 Butte County Office of Education, Oroville, CA

2001 TO 2003	Thermalito Union School District, Nelson Avenue Middle School	Oroville, CA
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1996-2000 CSU, Chico Chico, CA  
B.S. BUSINESS ADMINISTRATION

- References are available on request.

## 2013 Delegate Assembly Candidate Biographical Sketch Form

**Due: Monday, January 7, 2013** (U.S. Postmark or fax – 916.669.3305 or 916.371.3407)

Please complete, sign and date this required candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "See résumé" and please do not re-type this form. Any additional page(s) exceeding this candidate form will not be accepted.

Name: Michael F. Greer

Region/Sub region: 4B

District or COE: Paradise Unified School District

Years on board: 9 ADA: 3368.85

Contact Number: home: 530-872-3432; work 530-822-2415

E-mail: mikegparadise@aol.com

Are you a continuing Delegate? ☐ Yes ☒ No

If yes, how long have you served as a Delegate?

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

1. The implementation of Common Core Standards and the anticipated cost of technology and assessment testing. The government is imposing mandated changes without the providing the money to pay for the necessary costs.
2. The "Local Control Funding Formula" will determine how school boards can use the money and possibly how much of role other stakeholders will have in the disbursement of funds. It is important that local school boards retain the right for final decision on how money is spent.
3. Charter school oversight and the ADA money being sent out of state to online charter schools.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district or county office.

During the Prop. 30 campaign I spent many nights at phone banks making hundreds of calls to ensure that educational funding would not suffer mid-year cuts. I spoke to local groups and knocked on neighborhood doors carrying the message of the importance of education and it's funding.

I have lobbied the state legislators in Sacramento and carried signs supporting educational funding for the last five years. The stipend that I receive for being on the school board is used to help fund programs and district needs that are budgets can no longer absorb. I am an advocate for education and the right to have local control of our dwindling funds.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

In the nine years I have been on the board only once have we had a visit from our delegate and that was to ask for supporting vote during an election. We need someone who will report to the local boards on issues and bring back their thoughts and ideas to the delegate assembly. My background in education has prepared me to take on the responsibility of a delegate and ensure that the 16 districts in sub-region 4B are well informed of what issues are taking place. I want to make sure that what is going on at the state level of CSBA is shared at the local level.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Michael F. Greer

Date: 3/27/2013



# 2013 Delegate Assembly Candidate Biographical Sketch Form

10.4.1.

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**Due: Monday, January 7, 2013** (U.S. Postmark or fax -- 916.669.3305 or 916.371.3407)

Please complete, sign and date this **required** candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please **do not** state "See résumé" and please do not re-type this form. Any additional page(s) exceeding this candidate form will **not** be accepted.

Name: <u>Terry Lattimore</u>	CSBA Region/Subregion: <u>4B</u>
District or COE: <u>Biggs Unified School District</u>	Years on board: <u>2-1/2</u> ADA: <u>520</u>
Contact Number: <u>530 990-1642</u>	E-mail: <u>latte114@gmail.com</u>
Are you a continuing Delegate? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, how long have you served as a Delegate? _____

**CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.**

1. Working to maximize the funding that would be realized at the school site level. There are levels of bureaucracy that consume resources necessary to help schools better serve their community. We need to look at ways in which we can flatten the hierarchy of education in order to make as many dollars available to each student.
2. Develop additional training for school board members. I have been to the new board member workshop and the school board president workshops, but there needs to be more information available to board members. Masters in Governance is one way, but not many small school districts can afford to send their board members to this workshop.
3. Develop better budget reporting for school districts. I understand the state has templates that districts are required to use, but presenting budgets to school boards in this manner is a sure yawner. We need to find a better method of making school finances understandable not only to board members, but the public as well. It is important that we present information about our financial situation as a district that is clear, concise, is meaningful and will tie directly back to the last audit report.

**Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district or county office.**

I have submitted ideas to my superintendent and to the Butte County Superintendent of Education suggesting a different approach to the current organization of school districts within our county. I have also presented alternative methods of making our financial information easier to understand.

I am very interested in finding ways of working with local employers and large regional employers to gain insight into what skills and abilities our students may need to help them secure employment out of high school or college. We need to make sure we are providing the CTE necessary to prepare our young people for a future that they may not be ready for.

**Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?**

I have had extensive executive experience in my career at PG&E. I believe I can use much of my experience and training to benefit the activities and priorities being addressed by the CSBA. I have strong financial, IT and organizational development skills which all transfer nicely to what the CSBA is trying to accomplish through their work with all of the state's school boards.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Terry Lattimore Date: 3/25/13