

CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Special Meeting – May 1, 2013
5:00 p.m.

Chico Unified District Office, Large Conference Room
1163 East 7th St., Chico, CA 95928

AGENDA

1. CALL TO ORDER

2. CONSENT CALENDAR

2.1. EDUCATIONAL SERVICES

- 2.1.1. Consider Approval of the Consultant Agreement with Chico Area Recreation and Park District (CARD) to provide recreation and enrichment activities for the June Intersession for the ASES/21st Century Program

3. DISCUSSION/ACTION CALENDAR

3.1. EDUCATIONAL SERVICES

- 3.1.1. **Information:** Elementary Education Discussion (Joanne Parsley)

3.2. HUMAN RESOURCES

- 3.2.1. **Discussion/Action:** Resolution 1215-13, Elimination of Classified Services and Ordering Layoffs in the Classified Service for the 2013-14 School Year (Bob Feaster)
- 3.2.2. **Discussion/Action:** Resolution 1217-13, Elimination of Classified Services and Ordering Layoffs in the Classified Service for the 2013-14 School Year (Bob Feaster)

4. CLOSED SESSION

- 4.1. Public comment on closed session items

4.2. **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

5. ADJOURNMENT

Elizabeth Griffin, President
Board of Education
Chico Unified School District

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 PARTICIPATION 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 PARTICIPATION 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 3rd 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
- 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.

PROPOSED AGENDA ITEM: Chico Area Recreation and Park District (CARD)

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

Board Date: May 1, 2013

Background Information

CARD staff will provide recreation and enrichment activities for the June Intersession for the ASES/21st Century program. Costs include staffing and supplies.

Education Implications

The purpose of partnering with CARD is for the safety conducive and health of the students attending Intersession and to provide an environment conducive to learning.

Fiscal Implications

There is no impact to the general fund. All expenses are paid from ASES/21st CCLC funding.

Mandatory Instructions
(click to view)

CA#

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

CONSULTANT AGREEMENT

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

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

Name: Chico Area Recreation District (CARD)
 Street Address/POB: 555 Vallambrosa Avenue
 City, State, Zip Code: Chico, CA 95926
 Phone: 530-895-4711
 Taxpayer ID/SSN: 94-11156263

This agreement will be in effect from: 06-11-13 to: 06-28-13
 Location(s) of Services:

3. Scope of Work to be performed: (attach separate sheet if necessary)
 CARD staff will provide recreation and enrichment activities for the June intersession from the ASES/21st Century program. Costs include staffing and supplies.
4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant Services:
 Provide a safe and healthy environment conducive to learning for students attending June intersession.
5. Funding/Programs Affected: (corresponding to accounts below)
 - 1) After School Education and Safety Program
 - 2) 21st Century Community Learning Center After School Program
 - 3)
6.

Pct. (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Site	Manager
1) 50.00	01	6010	0	1032	1000	5800	570	6700
2) 50.00	01	4124	0	1037	1000	5800	570	6700
3)								
7. Is there an impact to the General Fund, Unrestricted funding? ☐ Yes ☒ No
8. Payment to Consultant: For services actually rendered and supported by Consultant initiated invoices, the District will pay consultant not to exceed the payment criteria as follows:

\$ 1,667.09 Per Unit, times 14.00 #Units = \$ 23,339.26 Total for Services

9. Additional Expenses

\$	Total of Additional
\$	Expenses
\$ 0.00	
\$ 23,339.26	Grand Total

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

CONSULTANT TERMS AND CONDITIONS

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

CA#

Consultant Name: Chico Area Recreation District (CARD)

1. The Consultant will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Consultant Agreement. Consultant shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Consultant's employees.
2. Consultant shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page 1 of this Agreement.
3. In the performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.
4. If applicable, the Consultant will certify in writing, using Administration Form #3515.6., that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
5. Consultant agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Consultant's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Consultant, and/or the Consultant's employee or agents.
6. Consultant will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the District.
7. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
8. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become applicable to Consultant, Consultant's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.
9. The District will determine whether the Consultant will be paid by vendor check as a Consultant or payroll check as a Contract Employee (with taxes withheld) by reviewing the completed Certificate of Independent Consultant Agreement (a blank sample may be viewed at: http://www.chicousd.org/documents/BUSINESS/Consultant_Agreement/BS_10a_11_04_rev.pdf. IRS publication SWR 40 and IRS Ruling 87-41 will assist in determining the payment method applied to this Agreement.
10. Consultant shall provide an original invoice to the Originating Administrator. Consultant shall be paid within 30 days of receipt of invoice and authorization of payment forwarded to the CUSD Accounts Payable department along with the original invoice.
11. Either party may terminate this agreement, with or without cause, upon 30 days' written notice to the other. Vendor shall be paid for work actually performed as of the date of receipt of such notice.

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


(Signature of Consultant)

Monya Jameson, Super. Rec.

(Printed Name)

4/11/13
Date

13. **RECOMMENDED:**


(Signature of Originating Administrator)

Janet Brinson, Director

(Printed Name)

4/15/13
Date

14. **APPROVED:**


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

Dave Scott, Asst Superintendent

(Printed Name)

04/15/13
Date

APPROVED:


(Signature of District Admin, Business Services)



Consultant



Contract Employee

Peter VanBuskirk

(Printed Name)

4/24/13
Date

15. Authorization for Payment:

CHECK REQUIRED (Invoice to accompany payment request):



Partial Payment through:

Date



Full or Final Payment

DISPOSITION OF CHECK by Accounts Payable:

(check released upon completion of services)



Send to Site Administrator:

(Date Check Required)



Mail to Consultant

\$

(Amount)

(Originating Administrator Signature- Use Blue Ink)

(Date)

AGENDA ITEM: Elementary Education Discussion

Prepared by: Joanne Parsley, Director

☐

Consent

Board Date May 7, 2013

☒

Information Only

☐

Discussion/Action

Background Information

As requested by the Board of Trustees, an informational discussion will take place regarding various elementary central topics. The main focus of the conversation will revolve around the elementary schools commitment to the Board adopted goals for the 2013-2014 school year with a focused emphasis on Board Goal # 1.

Goal #1: To provide every student with the opportunity to attain increasing levels of individual achievement that prepares them for success in the 21st Century

Education Implications

The programs and practices of our elementary schools strive to meet the needs of students as we seek to continually improve student learning. Collaborative discussions, data review and feedback are an integral part of the continuous improvement cycle.

Fiscal Implications

None

Chico Unified School District

School Board Workshop

May 1, 2013

CUSD Goal #1: To provide every student with the opportunity to attain increasing levels of individual achievement that prepares them for success in the 21st Century.

Educational leaders are ultimately accountable to the students, parents and community regarding CUSD's student academic achievement. As such, the leaders themselves must be engaged in discussions revolving around the teaching/learning cycle which supports continuous academic improvement.

Discussion Topics for the Workshop

- CCCSS Implementation
 - ❖ How will implementation influence
 - Curriculum
 - Teaching strategies
 - Assessment
 - Communication with Parents regarding Academic Achievement
- Elementary Math
 - ❖ What does the historical math data indicate and how does that influence
 - Curriculum
 - Teaching Strategies
 - Assessments
 - Communication with Parents regarding math achievement

AGENDA ITEM: Resolution #1215-13

Prepared by: Bob Feaster, Assistant Superintendent, Human Resources

☐ Consent

Board Date May 1, 2013

☐ Information Only

☒ Discussion/Action

Background Information

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

Educational Implications

None.

Fiscal Implications

The District will save the cost of these positions.

**RESOLUTION 1215-13
RESOLUTION OF THE GOVERNING BOARD
OF THE CHICO UNIFIED SCHOOL DISTRICT**

**ELIMINATION OF CLASSIFIED SERVICES AND
ORDERING LAYOFFS IN THE CLASSIFIED SERVICE
FOR THE 2013-2014 SCHOOL YEAR**

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

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

Classification	Full-Time Equivalent	Site/Program
Cafeteria Assistant	0.3875	PVHS/Nutrition
IA-Bilingual	0.3000	McManus/Categorical
IA-Special Education	0.7500	Citrus/Special Education

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

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

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

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

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

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

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

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

PASSED AND ADOPTED at a meeting of the Governing Board of the Chico Unified School District of Butte County on May 1, 2013.

AYES:
NOES:
ABSTENTIONS:
ABSENT:

DATED this 1st day of May, 2013.

Clerk of the Governing Board of the
Chico Unified School District

AGENDA ITEM: Resolution #1217-13

Prepared by: Bob Feaster, Assistant Superintendent, Human Resources

☐ Consent

Board Date May 1, 2013

☐ Information Only

☒ Discussion/Action

Background Information:

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

Educational Implications:

None.

Fiscal Implications:

The District will save the cost of these positions.

RESOLUTION 1217-13
RESOLUTION OF THE GOVERNING BOARD
OF THE CHICO UNIFIED SCHOOL DISTRICT
ELIMINATION OF CLASSIFIED SERVICES AND
ORDERING LAYOFFS IN THE CLASSIFIED SERVICE
FOR THE 2013-2014 SCHOOL YEAR

WHEREAS, due to lack of work and/or lack of funds, this Board hereby finds that it is the best interest of the Chico Unified School District that, as of the 1st day of May, 2013, certain services now being provided by said School District be reduced or discontinued by the following extent:

Elimination of the following position(s):

Classification	Full-Time Equivalent	Site/Program
Parent Classroom Aide	0.3125	Citrus/Categorical

NOW, THEREFORE, BE IT RESOLVED that as of the 1st day of May, 2013, one classified position of the CHICO UNIFIED SCHOOL DISTRICT be discontinued to the extent hereinabove set forth.

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

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

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

The foregoing RESOLUTION was passed and adopted at a meeting of the Board of Trustees of the CHICO UNIFIED SCHOOL DISTRICT on the 1st day of May, 2013, by the following vote to wit:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

DATED this 1st day of May, 2013.

Clerk of the Governing Board
of the Chico Unified School District