

CUSD Board of Education

Regular Meeting Agenda

Chico City Council Chambers

August 21, 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. 7th Street

Chico, CA 95928

(530) 891-3000

Or Online at:

www.chicousd.org

Posted: 8/16/13

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 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.

CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Regular Meeting – August 21, 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:

CUTA

CSEA, Chapter #110

Representatives:

Kelly Staley, Superintendent

Kevin Bultema, Asst. Superintendent

Bob Feaster, Asst. Superintendent

Dave Scott, Asst. Superintendent

Joanne Parsley, Director

Jim Hanlon, Principal

Jay Marchant, Principal

Debbie Aldred, Principal

Ted Sullivan, Principal

2.2. Conference with Legal Counsel

Per Government Code §54956.9(b)
the Board will discuss significant
exposure to litigation
(one potential case)

Attending:

Kelly Staley, Superintendent

Bob Feaster, Asst. Superintendent

Dave Scott, Asst. Superintendent

Kevin Bultema, Asst. Superintendent

Paul Gant, Attorney at Law

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. SUPERINTENDENT'S REPORT

5. ANNOUNCEMENTS

6. ITEMS FROM THE FLOOR

7. REPORTS FROM EMPLOYEE GROUPS REGARDING NEGOTIATIONS

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

8. CONSENT CALENDAR

8.1. GENERAL

- 8.1.1. Consider Approval of Minutes of Regular Session on July 17, 2013, and Special Session on July 31, 2013
- 8.1.2. Consider Approval of Items Donated to the Chico Unified School District

8.2. EDUCATIONAL SERVICES

- 8.2.1. Consider Expulsion of Students with the following IDs: 77254
- 8.2.2. Consider Approval of Expulsion Clearance of Students with the following IDs: 50324, 60740

- 8.2.3. Consider Approval of the Consultant Agreement with Kevin Clark Consulting and Training to build capacity of veteran English Language Development (ELD) teachers
- 8.2.4. Consider Approval of the Consultant Agreement with Foley Jones & Associates to provide assistance in the management of evaluation and data collection plans for the 21st Century and ASES After School Programs
- 8.2.5. Consider Approval of the Consultant Agreement with Foley Jones & Associates to provide assistance in the management of evaluation and data collection plans for the Carol M. White Physical Education Program (PEP) Grant
- 8.2.6. Consider Approval of the Consultant Agreements (3) with YouthBuild Grant Personnel: Gerald Joiner, Bernard Vigallon, and Sandra Waterhouse to meet the specific requirements of the YouthBuild Grant
- 8.2.7. Consider Approval of the Consultant Agreements (4) with Officials for Chico High Home Athletic Events
- 8.2.8. Consider Approval of the Consultant Agreements (4) with Officials for Pleasant Valley High Athletic Events
- 8.3. BUSINESS SERVICES
 - 8.3.1. Consider Approval of Accounts Payable Warrants
 - 8.3.2. Consider Approval of Declaration of Surplus Property
- 8.4. HUMAN RESOURCES
 - 8.4.1. Consider Approval of Certificated Human Resources Actions
 - 8.4.2. Consider Approval of Classified Human Resources Actions

9. DISCUSSION/ACTION CALENDAR

- 9.1. EDUCATIONAL SERVICES
 - 9.1.1. Information: Educational Services Review of Summer Programs and Opening of School Update (Dave Scott/Educational Services Staff)
 - 9.1.2. Discussion/Action: Educational Services Proposals for Local Control Budget (Dave Scott/Educational Services Staff)
- 9.2. BUSINESS SERVICES
 - 9.2.1. Information: Business Services Review of Summer Programs and Opening of School Update (Kevin Bultema)
 - 9.2.2. Discussion/Action: Resolution No. 1228-13, Canyon View High School Final Environmental Impact Report Draft Addendum (Michael Weissenborn)
- 9.3. HUMAN RESOURCES
 - 9.3.1. Information: Human Resources Opening of the 2013/14 School Year Update (Bob Feaster)
 - 9.3.2. Discussion/Action: Resolution 1224-13 To Allow Teachers with a Multiple Subject Credential to Teach a Specific Subject Below Grade 9 per Education Code 44256(b) (Bob Feaster)
 - 9.3.3. Discussion/Action: Resolution 1225-13 To Allow a Credentialed Teacher to Teach Any Single Subject Class Based on Appropriate Coursework per Education Code 44263 (Bob Feaster)
 - 9.3.4. Discussion/Action: Resolution 1226-13 To Allow Junior High Teachers with a Single Subject Credential to Teach Outside Their Credential Area based on Appropriate Coursework per Education Code 44258.2 (Bob Feaster)
 - 9.3.5. Discussion/Action: Approval of a Variable Term Waiver Request for an Early Childhood Special Education Credential for Elizabeth Bilinsky, Adelle Harris and Sarah Valim (Bob Feaster)

10. **ITEMS FROM THE FLOOR**
11. **ADJOURNMENT**

Posted: 08/16/13

:mm

MINUTES**1. CALL TO ORDER**

At 5:00 p.m. Board President Griffin called the meeting to order at the Chico City Council Chambers, East Fourth and Main Streets and announced the Board was moving into Closed Session.

Present: Griffin, Kaiser, Hovey, Thompson, Robinson

Absent: None

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

Dave Scott, Asst. Superintendent

Jaclyn Kruger, Director

Jim Hanlon, Principal

Jay Marchant, Principal

Debbie Aldred, Principal

Ted Sullivan, Principal

2.2. Conference with Legal Counsel

Per Government Code §54956.9(b)
the Board will discuss significant
exposure to litigation
(one potential case)

Attending:

Kelly Staley, Superintendent

Bob Feaster, Asst. Superintendent

Dave Scott, Asst. Superintendent

Jaclyn Kruger, Director

Paul Gant, Attorney at Law

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

At 6:07 p.m. Board President Griffin called the Regular Meeting to Order.

3.2 Report Action Taken in Closed Session

At 6:08 p.m. Board President Griffin announced the Board had been in Closed Session and there was nothing to report.

3.3 Flag Salute

At 6:09 p.m. Board President Griffin led the salute to the Flag.

4. SUPERINTENDENT'S REPORT

At 6:10 p.m. the following CUSD 2012-13 Retirees were honored: Janet Acain, Melinda Kenyon, Juan Zertuche, and Rhonda Graves.

5. ANNOUNCEMENTS

At 6:13 p.m. Board President Griffin noted that special guests from Butte College were present at last month's Regular Board meeting to discuss math programs and may have interpreted some of the discussions as being critical of Butte College staff and faculty. She stated the Board feels Butte College is important to the community and is a good partner and presented an apology.

6. ITEMS FROM THE FLOOR

At 6:14 p.m. there were no items from the floor.

7. REPORTS FROM EMPLOYEE GROUPS REGARDING NEGOTIATIONS

At 6:15 p.m. the Board received a report from Bob Feaster for the District regarding negotiations. No other employee group reports were presented.

MINUTES**8. CONSENT CALENDAR**

At 6:16 p.m. Board President Griffin asked if anyone would like to pull a Consent Item for further discussion. Board Member Robinson requested to pull Items 8.2.3., 8.2.5., and 8.4.2.; Board Clerk Hovey requested to pull Item 8.2.7.; and Board Member Thompson requested to pull Item 8.4.1. Board Vice President Kaiser moved to approve the remaining Consent Items; seconded by Board Member Thompson.

8.1. GENERAL

8.1.1. The Board approved the Minutes of Regular Session on June 19, 2013.

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

Donor	Item	Recipient
Kim Lieberman	8 Books @ \$94.00	Chapman Elementary
Emma Wilson PTA	\$1,744.43	Emma Wilson Elementary
Teresa Gisske	Music Stand @ \$65.00	Chico High
Signe Behring	\$100.00	Chico High
Chico Rotary Club Foundation	\$100.00	Pleasant Valley High
CSU, Chico Research Foundation	\$8,800.00	Pleasant Valley High
PG&E Campaign for the Community	\$996.98	Pleasant Valley High
Daniel & Nathalie Thomas	\$700.00	Pleasant Valley High
Les Dutro	Trombone @ \$100.00	Pleasant Valley High
Paul Moreno through PG&E	\$57.00	Loma Vista School

8.2. EDUCATIONAL SERVICES

- 8.2.1. The Board approved the Expulsion of Students with the following IDs: 52362, 55381, 59876, 68744
- 8.2.2. The Board approved the Quarterly Report on Williams Uniform Complaints
- 8.2.3. This item was pulled for further discussion
- 8.2.4. The Board approved the Request for New Textbook for IB Math Standard Level
- 8.2.5. This item was pulled for further discussion
- 8.2.6. The Board approved the Consultant Agreements with Rural Teacher Pathway Students: Robert Aguilar, Carolin Campos, Deedra Nott, Dryce Elsey, Maylee Gurr, Shaquaya Henry, Ashley Moifin, Isaac Munoz, Juana Ramirez, Fam Saechao, Andrea Sanchez, Delha Tucker, Tim Wellman, Heather White, Anastasia Whittington, Jessica Wilson, and Jazzlyn Zepeda (17 total) as college tutors assigned to various ASES/21st Century school sites
- 8.2.7. This item was pulled for further discussion
- 8.2.8. The Board approved the Consultant Agreement with Loy Mattison (Mattison Enterprises) to perform ERATE consulting and to complete ERATE application process, to appropriately deploy technology to effectively deliver curriculum and manage the operation of the district
- 8.2.9. The Board approved the Field Trip Request for the Pleasant Valley High School Student Government Leaders to attend the Marin Headlands Institute in the Golden Gate National Recreation Area to participate in class retreat/team building/year planning from July 29 to July 31

8.3 BUSINESS SERVICES

- 8.3.1. The Board approved the Accounts Payable Warrants
- 8.3.2. The Board approved the Pleasant Valley High School – Bleacher & Floor Replacement; ADA Accessibility – Men's and Women's Restroom, ADA Path of Travel and Gym Door Hardware
- 8.3.3. The Board approved the Nutrition Services Bids for the 2013-2014 School Year

MINUTES**8.4 HUMAN RESOURCES**

8.4.1. This item was pulled for further discussion

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Comment</u>
<u>Temporary Appointment(s) 2013/14</u>			
Bender, Drew	Elementary	2013/14	0.2 FTE Temporary
Biertuempfel, Christy	Elementary	2013/14	0.4 FTE Temporary
Campfield, L. Brent	Counselor	2013/14	0.2 FTE Temporary
Camy, Morgan	Elementary	2013/14	0.7 FTE Temporary
Combs, Lucy	Elementary	2013/14	0.4 FTE Temporary
Dalby, Caitlin	Secondary	2013/14	1.0 FTE Temporary
Derry, Joel	Elementary	2013/14	0.4 FTE Temporary
Dickman, Kelsey	Secondary	2013/14	0.8 FTE Temporary
Farrell, Jenna	Elementary	2013/14	1.0 FTE Temporary
Friend, Kim	Elementary	2013/14	0.2 FTE Temporary
Fritz, Katie	Elementary	2013/14	0.4 FTE Temporary
Hernandez, Lucia	Elementary	2013/14	1.0 FTE Temporary
Kerman, Nichole	Elementary	2013/14	1.0 FTE Temporary
Kissinger, Brittany	Elementary	2013/14	1.0 FTE Temporary
Krieger, Jessica	Elementary	2013/14	1.0 FTE Temporary
Kuban, Tiffany	Counselor	2013/14	1.0 FTE Temporary
Letcher, Kristina	Elementary	2013/14	0.2 FTE Temporary
Long, Michelle	Secondary	2013/14	0.8 FTE Temporary
Mathews, Jordan	Secondary	2013/14	0.2 FTE Temporary (in addition to current 0.8 FTE Probationary 2 assignment)
McCord, Christa	Special Education	2013/14	0.2 FTE Temporary
Parry, Wynona	Secondary	2013/14	0.8 FTE Temporary
Petlock, Ken	Secondary	2013/14	0.6 FTE Temporary
Rodriguez, Jennifer	Elementary	2013/14	0.7 FTE Temporary
Scott, Erica	Secondary	2013/14	1.0 FTE Temporary
Shults, Celeste	Elementary	2013/14	0.4 FTE Temporary
Solano, Kimberly	Elementary	2013/14	1.0 FTE Temporary
Taylor, Jessica	Elementary	2013/14	1.0 FTE Temporary
Volk, Stefanie	Secondary	2013/14	1.0 FTE Temporary
Watson, Melissa	Special Education	2013/14	1.0 FTE Temporary
<u>Probationary Appointments 2013/14</u>			
Alexander, Amanda	Elementary	2013/14	1.0 FTE Probationary 2
Andaya, Myra	Secondary	2013/14	1.0 FTE Probationary 2
Bangsund, Christine	Elementary	2013/14	1.0 FTE Probationary 1
Bell-Corona, Amanda	Elementary	2013/14	1.0 FTE Probationary 0
Bishop, Melissa	Special Education	2013/14	1.0 FTE Probationary 1
Boles, Liana	Secondary	2013/14	0.6 FTE Probationary 1
Bonacich, Nick	Elementary	2013/14	1.0 FTE Probationary 0
Bracco, Angela	Secondary	2013/14	1.0 FTE Probationary 2
Camacho, Nayeli	Elementary	2013/14	1.0 FTE Probationary 2
Collins, Dana	Elementary	2013/14	1.0 FTE Probationary 0
Connors, Aaron	Elementary	2013/14	1.0 FTE Probationary 1
Connors, Tracie	Elementary	2013/14	1.0 FTE Probationary 1
Cooley, Mark	Secondary	2013/14	1.0 FTE Probationary 2

MINUTES

Dace, Jennipher	Elementary	2013/14	0.7 FTE Probationary 0
Del Real, Kristen	Elementary	2013/14	1.0 FTE Probationary 2
Dennis, Kelly	Elementary	2013/14	1.0 FTE Probationary 1
Erwin, Alex	Secondary	2013/14	1.0 FTE Probationary 2
Firth, Jenny	Elementary	2013/14	0.5 FTE Probationary 0
Gonzalez, Margarita	Special Education	2013/14	1.0 FTE Probationary 2
Graber, Julie	School Nurse	2013/14	0.6 FTE Probationary 2
Haasl, R. Elaine	Speech	2013/14	1.0 FTE Probationary 1
Hass, Judy	Secondary	2013/14	0.6 FTE Probationary 1
Heath, Shawneese	Elementary	2013/14	0.6 FTE Probationary 1
Heimlich, Ryan	Secondary	2013/14	1.0 FTE Probationary 1
Hudson, Erica	Elementary	2013/14	0.7 FTE Probationary 0
Ithurnburn, Cynthia	Elementary	2013/14	1.0 FTE Probationary 1
Janos, Tamara	Elementary	2013/14	1.0 FTE Probationary 1
Jimmerson, Adrienne	Elementary	2013/14	1.0 FTE Probationary 1
Johnson, Julie	Elementary	2013/14	1.0 FTE Probationary 2
Leichter, Erin	Elementary	2013/14	1.0 FTE Probationary 0
Love, Rachel	Secondary	2013/14	1.0 FTE Probationary 2
Lundgren, Kaelin	Speech	2013/14	1.0 FTE Probationary 1
McNelis, Kaillee	Elementary	2013/14	1.0 FTE Probationary 1
Palmer, James	Elementary	2013/14	1.0 FTE Probationary 2
Pardini, Sara	Elementary	2013/14	1.0 FTE Probationary 1
Petri, Azzurra	Elementary	2013/14	1.0 FTE Probationary 2
Philippi, Meghan	Special Education	2013/14	1.0 FTE Probationary 1
Redkey, Chase	Secondary	2013/14	1.0 FTE Probationary 2
Reynolds, Kim	Special Education	2013/14	1.0 FTE Probationary 1
Simmons, Abraham	Secondary	2013/14	1.0 FTE Probationary 1
Siplin, Jr., Durrel	Elementary	2013/14	1.0 FTE Probationary 1
Smith, Melissa	Elementary	2013/14	1.0 FTE Probationary 0
Soto, Francisco	Elementary	2013/14	1.0 FTE Probationary 1
Steinbach, Kellie	Elementary	2013/14	1.0 FTE Probationary 1
Taylor, Tammara	Secondary	2013/14	0.8 FTE Probationary 1
Thomas, Molly	Elementary	2013/14	1.0 FTE Probationary 1
Wardlow, Matt	Elementary	2013/14	1.0 FTE Probationary 0
Willard, Ryan	Elementary	2013/14	1.0 FTE Probationary 1

Administrative Appointments

Heath, Shawneese	Elementary Principal	2013/14	0.4 FTE
Keene, Kristine	Elementary Assistant Principal	2013/14	0.5 FTE

Leave Requests 2013/14

Gagne, Michelle	Elementary	8/15/13-9/27/13	1.0 FTE Child Care Leave
Kehoe, Brian	Elementary	2013/14	0.2 FTE Personal Leave
Thomas, Molly	Elementary	2013/14	0.2 FTE Child Care Leave

Retirements/Resignations

Copeland, Charles	Secondary	6/7/2013	Retirement
Simmons, Rochelle	Secondary	6/8/2013	Resignation

MINUTES

8.4.2. This item was pulled for further discussion

ACTION NAME	CLASS/LOCATION/ ASSIGNED HOURS	EFFECTIVE	COMMENTS/ PRF #/ FUND/ RESOURCE	POSITION COST @ Step 1 + Red Plan Medical + Qualifying Dental/Vision
APPOINTMENTS				
Anderson, Jennifer	School Office Manager/ Sierra View/8.0	7/31/2013	Vacated Position/282/ General/0000	26154.00
Cavanaugh, Connie	Director-Fiscal Services/ Business Services/8.0	7/29/2013	New Position/344/General/ 0000	67798.00
Jaime-Arellano, Mauricio	Targeted Case Manager-Bil/PVHS/3.2	7/1/2013	Voluntary Reduction in HoursCategorical/ 7090/	9578.18
LAYOFFS TO RE-EMPLOYMENT				
Ledesma, Marisol	IA-Bilingual/CJHS/4.0 & 1.0	8/1/2013	Lack of Funds	
LEAVES OF ABSENCE				
Almand, Karyn	IPS-Healthcare/Sierra View/6.0	8/19/2013-1/2/2014	Per CBA 5.12	
Crljenica, Carol	Cafeteria Cook Manager 1/MJHS/7.0	6/21/2013-8/15/2013	Per CBA 5.3.3	
Ensign, Melonie	IPS-Healthcare/Neal Dow/4.0	6/18/2013-8/14/2013	Per CBA 5.3.3	
Schultz, Nathaniel	Computer Technician/ Information Technology/ 8.0	6/3/2013-7/7/2013	Per CBA 5.3.3	
Schultz, Nathaniel	Computer Technician /Information Technology/ 8.0	7/8/2013-1/7/2014	Per CBA 5.3.3	
RESIGNATIONS/TERMINATIONS				
Grinton, Elizabeth	IPS-Classroom/Elm Street Head Start/3.5	5/30/2013	Voluntary Resignation	
Grinton, Elizabeth	LT IPS-Healthcare/ Elm Street Head Start/2.0	5/30/2013	Voluntary Resignation	
Hathorn, Linda	IA-Special Education/ CHS/5.0	6/6/2013	PERS Retirement	
Pahlka, Carmen	IPS-Healthcare/ Rosedale/3.5 & 3.0	6/11/2013	Deceased	

Appointments – Summer School, Day-to-Day, Contingent Upon Enrollment

Name	Classification/Location/Assigned Hours	Effective	Comments
Budgett, Cheryl	School Bus Driver 1/Transportation/4.5	6/17/2013-7/12/2013	Summer School
Thomas, Kristy	School Bus Driver 1/Transportation/4.2	6/17/2013-7/12/2013	Summer School
Alstad, Mark	School Bus Driver 2/Transportation/4.9	6/17/2013-7/12/2013	Summer School
Bomarito, Jon	School Bus Driver 2/Transportation/3.9	6/17/2013-7/12/2013	Summer School
Carey, Sam	School Bus Driver 2/Transportation/4.2	6/17/2013-7/12/2013	Summer School
Cox, Susan	School Bus Driver 2/Transportation/6.5	6/17/2013-7/12/2013	Summer School

MINUTES

Day, Doris	School Bus Driver 2/Transportation/4.2	6/17/2013-7/12/2013	Summer School
Decker, Tammy	School Bus Driver 2/Transportation/4.6	6/17/2013-7/12/2013	Summer School
Gudgeon, Richard	School Bus Driver 2/Transportation/4.3	6/17/2013-7/12/2013	Summer School
Hightman, Rebecca	School Bus Driver 2/Transportation/4.4	6/17/2013-7/12/2013	Summer School
Leckenby, Dian	School Bus Driver 2/Transportation/4.5	6/17/2013-7/12/2013	Summer School
Mendoza, Mark	School Bus Driver 2/Transportation/5.4	6/17/2013-7/12/2013	Summer School
Nemat-Nasser, Karen	School Bus Driver 2/Transportation/6.0	6/17/2013-7/12/2013	Summer School
Reyez-Yanez, Karen	School Bus Driver 2/Transportation/4.0	6/17/2013-7/12/2013	Summer School
Rosales, Lidia	School Bus Driver 2/Transportation/4.8	6/17/2013-6/28/2013	Summer School
Rosales, Lidia	School Bus Driver 2/Transportation/4.3	7/1/2013-7/12/2013	Summer School
Smyzer, Elliott	School Bus Driver 2/Transportation/3.8	6/17/2013-7/12/2013	Summer School
Hicks, Ann	IPS-Healthcare/Loma Vista/5.0	6/17/2013-7/12/2013	Summer School
Baker, Iris	Transportation Special Ed Aide/Transportation/4	6/17/2013-7/12/2013	Summer School
Baker, Stacey	Transportation Special Ed Aide/Transportation/1.5	6/17/2013-7/12/2013	Summer School
Brasier, Patricia	Transportation Special Ed Aide/Transportation/5.2	6/17/2013-7/12/2013	Summer School
Critchfield, Pamela	Transportation Special Ed Aide/Transportation/1.8	6/17/2013-7/12/2013	Summer School
davis, happi	Transportation Special Ed Aide/Transportation/2.5	6/17/2013-7/12/2013	Summer School
liggett, bridgette	Transportation Special Ed Aide/Transportation/4	6/17/2013-7/12/2013	Summer School
O'Kelley, Maryann	Transportation Special Ed Aide/Transportation/1.7	6/17/2013-7/12/2013	Summer School
Runnells, Marina	Transportation Special Ed Aide/Transportation/4.5	6/17/2013-7/12/2013	Summer School

Appointments – Summer Employment, Day-to-Day, Contingent Upon Participation

<u>Name</u>	<u>Classification/Location/Assigned Hours</u>	<u>Effective</u>	<u>Comments</u>
Barba-Ramirez, Fabiola	LT Cafeteria Satellite Mgr/LCC/4.5	7/11/2013-8/9/2013	Summer Feeding
Beebe, Bill	LT Cafeteria Asst/BJHS/3.0	7/15/2013-8/9/2013	Summer Feeding
Bell-Corona, Denise	LT Cafeteria Satellite Mgr/LCC/4.5	6/10/2013-7/10/2013	Summer Feeding
Bolduc, Stephanie	LT Cafeteria Asst/Hooker Oak/3.0	7/17/2013-8/9/2013	Early Back
Bolduc, Stephanie	LT Cafeteria Satellite Mgr/CJHS/4.5	6/10/2013-7/10/2013	Summer Feeding
Bratcher, Artina	LT Cafeteria Asst/BJHS/2.0	6/10/2013-6/12/2013	Summer Feeding
Bratcher, Artina	LT Cafeteria Asst/Citrus/2.0	6/13/2013-6/28/2013	Summer Feeding
Coats, Jacqueline	LT Cafeteria Asst/Bakery/2.5	6/10/2013-7/12/2013	Summer Feeding
Coffey, Dorothy	LT Cafeteria Asst/BJHS/3.0	6/10/2013-6/28/2013	Summer Feeding
Coffey, Dorothy	LT Cafeteria Asst/Citrus/2.0	7/29/2013-8/9/2013	Summer Feeding
Cook, Rosalyn	LT Cafeteria Asst/CJHS/3.0	7/29/2013-7/31/2013	Early Back
Cook, Rosalyn	LT Cafeteria Asst/CJHS/3.0	8/1/2013-8/9/2013	Early Back
Cuevas, Aften	LT Cafeteria Asst/Chapman/3.5	6/10/2013-7/12/2013	Summer Feeding
Cuevas, Aften	LT Cafeteria Asst/Chapman/3.5	7/15/2013-8/9/2013	Summer Feeding
Esquerra, Cynthia	LT Cafeteria Asst/LCC/3.0	6/10/2013-7/12/2013	Summer Feeding
Esquerra, Cynthia	LT Cafeteria Asst/LCC/3.0	7/15/2013-8/9/2013	Summer Feeding
Evans, Kim	LT Cafeteria Satellite Mgr/Chapman/7.5	6/10/2013-7/10/2013	Summer Feeding
Evans, Kim	LT Cafeteria Satellite Mgr/Chapman/7.5	7/11/2013-8/9/2013	Summer Feeding
Filippi, Janice	LT Cafeteria Asst/BJHS/3.0	6/10/2013-7/17/2013	Summer Feeding
Gronlund, Adrian	LT Cafeteria Satellite Mgr/Marigold/4.5	6/17/2013-7/12/2013	Summer School
Gronlund, Adrian	LT Cafeteria Satellite Mgr/Marigold/4.5	7/15/2013-8/9/2013	Summer Feeding
Hassett, Debbie	LT Cafeteria Asst/Parkview/3.0	6/10/2013-7/12/2013	Summer Feeding
Hassett, Debbie	LT Cafeteria Asst/Parkview/3.0	7/15/2013-8/9/2013	Summer Feeding
McKey, Elizabeth	LT Cafeteria Satellite Mgr/BJHS/4.5	6/10/2013-7/10/2013	Summer Feeding
McKey, Elizabeth	LT Cafeteria Satellite Mgr/BJHS/4.5	7/11/2013-8/9/2013	Summer Feeding
Sands, Jeremi	LT Cafeteria Asst/Marigold/3.0	6/17/2013-7/12/2013	Summer School
Simeral, Timo	LT Cafeteria Satellite Mgr/Parkview/4.5	6/10/2013-7/10/2013	Summer Feeding

MINUTES

Valente, Linda	LT Cafeteria Asst/CJHS/3.0	6/10/2013-6/28/2013	Summer Feeding
Vender, Amy	LT Cafeteria Asst/Chapman/2.0	6/10/2013-7/10/2013	Intersession
Vender, Amy	LT Cafeteria Satellite Mgr/CJHS/4.5	7/11/2013-8/9/2013	Summer Feeding
Yates, Elsie	LT Cafeteria Asst/BJHS/3.0	7/29/2013-8/9/2013	Early Back

8.5. BOARD

- 8.5.1. The Board approved the 2013-2014 Board Workshop Schedule

(Consent Vote)

AYES: Griffin, Kaiser, Hovey, Thompson, Robinson

NOES: None

ABSENT: None

9. DISCUSSION/ACTION CALENDAR**ITEMS REMOVED FROM CONSENT FOR FURTHER DISCUSSION****8.2.3. Consider Approval of the New Course Proposal: IB Math Standard Level**

At 6:18 p.m. Board Member Robinson pulled this item to congratulate PVHS Teacher Debbie Rosenow for submitting a thorough outline. Ms. Rosenow addressed additional questions from other Board members. Board Vice President Kaiser moved to approve the New Course Proposal; seconded by Board Member Robinson.

AYES: Griffin, Kaiser, Hovey, Thompson, Robinson

NOES: None

ABSENT: None

8.2.5. Consider Approval of the Consultant Agreement with Carol Lams to manage all aspects of the Carol M. White Physical Education Program (PEP) Grant

At 6:20 p.m. Board Member Robinson's questions were addressed by Assistant Superintendent Scott. Board Vice President Kaiser moved to approve the Consultant Agreement with Carol Lams; seconded by Board Member Robinson.

AYES: Griffin, Kaiser, Hovey, Thompson, Robinson

NOES: None

ABSENT: None

8.2.7. Consider Approval of the Consultant Agreement with Chico Area Recreation and Park District (CARD) to provide trained and supervised Recreation Directors/Leaders and Enrichment Teachers and CARD supplies for the 2013-14 school year in conjunction with the 21st Century Community Learning Center and After School Education and Safety (ASES) grant

At 6:27 p.m. Board Clerk Hovey asked if the check box had been corrected to state there would be no impact to the General Fund; Superintendent Staley assured the Board the correction had been made. Board Vice President Kaiser moved to approve the "corrected" Consultant Agreement with Chico Area Recreation and Park District (CARD); seconded by Board Clerk Hovey.

AYES: Griffin, Kaiser, Hovey, Thompson, Robinson

NOES: None

ABSENT: None

8.4.1. Consider Approval of Certificated Human Resources Actions

At 6:30 p.m. Board Member Thompson moved to delay action on this item until further information was received regarding Temp to Prob actions; Board Clerk Hovey seconded the motion. Assistant Superintendent Feaster stated a number of people on the list were expecting a letter and a month's delay could make a difference in whether or not they look for other work. Board Member Thompson

MINUTES

noted she only had concerns about one person and asked if one person could be excluded from the vote. Board Vice President Kaiser noted there had been a motion and a second and suggested a friendly amendment; she moved to modify the original motion to note that where there is a question about a credential that one individual holds, that the Board delay approval for that one individual only until the next meeting. Board Member Thompson accepted the friendly amendment and Board President Griffin called for a vote.

AYES: Griffin, Kaiser, Hovey, Thompson, Robinson

NOES: None

ABSENT: None

8.4.2. Consider Approval of Classified Human Resources Actions

At 6:38 p.m. Board Member Robinson presented several questions regarding Limited Term. Director David Koll presented a definition of Limited Term and explained how processes were put in place by the Personnel Commission and followed per Ed Code. Director Koll also stated they had sought legal opinion and received approval regarding the process. Board Vice President Kaiser noted this was a detailed discussion that could be addressed through another venue and since legal opinion had been received, moved to approve the Classified Human Resources Actions. Board President Griffin seconded the motion.

AYES: Griffin, Kaiser, Hovey, Thompson

NOES: Robinson

ABSENT: None

9.1. EDUCATIONAL SERVICES**9.1.1. Discussion/Action: Change in CUSD Math Requirement for High School Graduation**

At 6:48 p.m. Director John Bohannon presented the Common Core Math Development Plan. Teacher Debbie Rosenow presented information on how input from Math teachers had been collected. Teacher Susan Christensen expressed several concerns, including how electives would be affected. Board Vice President Kaiser moved to approve the change in the CUSD Math Requirement for high school graduation from two to three years beginning with the Class of 2017; seconded by Board Clerk Hovey. Staff are to report back to the Board in November/December regarding progress.

AYES: Griffin, Kaiser, Hovey, Thompson, Robinson

NOES: None

ABSENT: None

9.1.2. Discussion/Action: Educational Services Proposals for Local Control Budget

At 7:25 p.m. Assistant Superintendent Scott presented a PowerPoint and explained how the Educational Services staff had met with all principals to develop a plan to maintain valuable programs previously supported by Categorical Funds and after the meeting had created a list of recommended educational programs to fund from the General Fund. Board Vice President Kaiser moved to delay decisions on the proposals until after the Board had received additional information on the budget; seconded by Board Member Thompson.

AYES: Griffin, Kaiser, Hovey, Thompson, Robinson

NOES: None

ABSENT: None

MINUTES**9.2. BUSINESS SERVICES****9.2.1. Information: AB1200 Annual Report from Butte County Office of Education**

At 7:40 p.m. Director Jaclyn Kruger introduced Lisa Anderson and Adrian Barron from the Butte County Office of Education. Ms. Anderson presented information on the AB1200 Annual Report.

9.3. HUMAN RESOURCES**9.3.1. Discussion/Action: Resolution 1223-13 Elimination of Classified Services and Ordering Layoffs in the Classified Service for the 2013-2014 School Year**

At 7:49 p.m. Assistant Superintendent Bob Feaster presented information on Resolution 1223-13. Board Vice President Kaiser moved to approve Resolution 1223-13; second by Board Member Thompson.

AYES: Griffin, Kaiser, Hovey, Thompson, Robinson

NOES: None

ABSENT: None

At 7:53 p.m. Board President Griffin announced a five-minute break.

At 8:00 p.m. Board President Griffin called the meeting back to order.

9.4 BOARD**9.4.1. Discussion/Action: Approval of Revised/Updated/New Board Policies**

At 8:00 p.m. Board President Griffin noted the Board Policies, like Consent Items, could be approved all at one time, then asked if anyone would like to pull a Board Policy for further discussion. The following Board Policies were pulled for further discussion: BP 1312.3, BP 4119.1, BP 6177, and BP 6178. Board Member Thompson moved to approve those Board Policies not pulled; seconded by Board Vice President Kaiser.

AYES: Griffin, Kaiser, Hovey, Thompson, Robinson

NOES: None

ABSENT: None

BOARD POLICIES REMOVED FOR FURTHER DISCUSSION**BP 1312.3, Uniform Complaint Procedures**

Board Member Thompson moved to remove "any" from the first paragraph, so it reads "investigate complaints", instead of investigate "any" complaints; seconded by Board Vice President Kaiser.

AYES: Griffin, Kaiser, Hovey, Thompson, Robinson

NOES: None

ABSENT: None

BP 4119.1, Civil and Legal Rights

Board Member Thompson moved to change the word "teacher" to "employee" in the two places that "teacher" was used in the third paragraph on page 1 of 3; seconded by Board Vice President Kaiser.

AYES: Griffin, Kaiser, Hovey, Thompson, Robinson

NOES: None

ABSENT: None

BP 6177, Summer School

Board member Robinson moved to change the wording to read: "When specific funds are made available from the State, the Superintendent or designee shall establish summer school classes" in the first paragraph under Summer School on page 1 of 3; seconded by Board Clerk Hovey.

AYES: Griffin, Kaiser, Hovey, Thompson, Robinson

NOES: None

MINUTES

ABSENT: None

BP 6178, Career Technical Education

Board Member Thompson moved to change "understanding of all aspects of an industry" to "understanding of many aspects of an industry" in the first sentence on page 4 of 7; seconded by Board Member Robinson.

AYES: Griffin, Kaiser, Hovey, Thompson, Robinson

NOES: None

ABSENT: None

Board Member Robinson moved to change "may collaborate" to "is encouraged to develop partnerships" with postsecondary... in the sixth paragraph, first sentence. Board Vice President Kaiser moved to also add the following sentence to the end of the same paragraph: "Where feasible, submission for recognition of a-g status should be pursued. Both motions were seconded by Board Member Thompson.

AYES: Griffin, Kaiser, Hovey, Thompson, Robinson

NOES: None

ABSENT: None

10. ITEMS FROM THE FLOOR

At 8:36 p.m. There were no items from the floor.

11. ADJOURNMENT

At 8:37 p.m. Board President Griffin 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 7th Street.

Present: Griffin, Kaiser, Hovey, Robinson

Absent: Thompson (present by phone for Closed Session discussions only)

2. CONSENT**2.1. HUMAN RESOURCES****2.1.1. Approved the Certificated Human Resources Actions****Temporary Appointments 2013/14**

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Comment</u>
Cooley, Mark	Secondary	2013/14	1.0 FTE
Leavy-Obeng, Gabrielle	Elementary	2013/14	0.2 FTE
Umrigar, Michelle	Secondary	2013/14	0.6 FTE
Jorgenson, Laura	Secondary Counselor	2013/14	1.0 FTE

Probationary Appointments 2013/14

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Comment</u>
Bailey, Katherine	Elementary/	2013/14	1.0 FTE Probationary 1
Gomes, Courtney	Speech	2013/14	1.0 FTE Probationary 0
Leighty, Jennifer	Special Education	2013/14	1.0 FTE Probationary 1
Salzman, Julie	Elementary	2013/14	1.0 FTE Probationary 0

(Consent Vote)

AYES: Griffin, Kaiser, Hovey, Robinson

NOES: None

ABSENT: Thompson

3. CLOSED SESSION**3.1. Public comment on closed session items**

There was no public comment on Closed Session Items.

3.2. Update on Labor Negotiations

Employee Organizations:

CUTA

CSEA, Chapter #110

Representatives:

Kelly Staley, Superintendent

Bob Feaster, Asst. Superintendent

Dave Scott, Asst. Superintendent

Kevin Bultema, Asst. Superintendent

Joanne Parsley, Director

Jim Hanlon, Principal

Jay Marchant, Principal

Debbie Aldred, Principal

Ted Sullivan, Principal

3.3. Conference with Legal Counsel

Per Government Code §54956.9(b)
the Board will discuss significant
exposure to litigation
(one potential case)

Attending:

Kelly Staley, Superintendent

Bob Feaster, Asst. Superintendent

Dave Scott, Asst. Superintendent

Kevin Bultema, Asst. Superintendent

Paul Gant, Attorney at Law

MINUTES**4. RECONVENE TO REGULAR SESSION****4.1. Call to Order**

At 7:26 p.m. Board President Griffin called the Special Meeting back to order.

4.2 Closed Session Announcements

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

5. ADJOURNMENT

At 7:27 p.m. Board President Griffin adjourned the meeting.

:mm

APPROVED:

Board of Education

Administration

DONATIONS/GIFTS

Donor	Item	Recipient
PG&E Corporation Foundation	\$57.00	Loma Vista School
Wells Fargo Foundation	\$56.00	Loma Vista School
Up the River Blues Society	\$341.00	CUSD Elementary Music
Dr. B. Scott Hood	\$100.00	McManus Elementary

AGENDA ITEM: Consultant Agreement for Kevin Clark Consulting and Training

Prepared by: Janet Brinson, Director

☒ Consent

Board Date August 21, 2013

☐ Information Only

☐ Discussion/Action

Background Information

As part of an ongoing effort for Chico Unified to support teachers of English learners, Kevin Clark Consulting and Training will build the capacity of veteran ELD teachers, develop foundational methods and behaviors for new ELD teachers, assist district coaches in supporting ELD teachers and enhance the role of district administrators in ELD instruction and program design.

Educational Implications

This agreement's goal is to increase acquisition and academic learning skills of English language learners per program improvement requirements.

Fiscal Implications

There is no impact to the general fund.

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: Clark Consulting and Training
 Street Address/POB: 772 Omaha Avenue, Suite C
 City, State, Zip Code: Clovis, CA 93619
 Phone: 559-299-5855
 Taxpayer ID/SSN:

This agreement will be in effect from: 09/1/13 to: 06/30/14

Location(s) of Services:

Chapman, Citrus, McManus, Parkview, and Rosedale

3. Scope of Work to be performed: (attach separate sheet if necessary)
 Build capacity of veteran ELD teachers, develop foundational methods and behaviors for new ELD teachers, assist district coaches in supporting ELD teachers and enhance the role of district administrators in ELD instruction and program design.
4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant Services:
 To increase language acquisition and academic learning skills of English Language learners per program improvement requirements. (Supports LEA, Title I and Title III plans.)
5. Funding/Programs Affected: (corresponding to accounts below)
 - 1) Title II Teacher Quality Training
 - 2)
 - 3)

6.	Pct. (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Site	Manager
1)	100	01	4035	0	1110	1000	5800	510	6700
2)									
3)									

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

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

\$ 111,724.00 Per Unit, times 1.00 #Units = \$ 111,724.00 Total for Services

9. Additional Expenses

Cost includes materials, travel and training \$
 for eight monthly payments. \$
 Total of Additional Expenses \$ 0.00
 Grand Total \$ 111,724.00

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: Clark Consulting and Training

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.net/documents/BUSINESS/Consultant_Agreement/BS_10a_11_04_rev.pdf. IRS publication 591R 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)

Kevin Clark

(Printed Name)

Date

13. **RECOMMENDED:**

(Signature of Originating Administrator)

Janet Brinson, Director

(Printed Name)

Date

14. **APPROVED:**

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

Dave Scott, Asst. Superintende

(Printed Name)

Date

APPROVED:

(Signature of District Admin, Business Services)

Jaclyn Kruger

(Printed Name)

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: Consultant Agreement for Foley Jones & Associates

Prepared by: Janet Brinson, Director

☒ Consent

Board Date August 21, 2013

☐ Information Only

☐ Discussion/Action

Background Information

Foley Jones & Associates will provide assistance in the management of evaluation and data collection plans; technical assistance or monthly review and annual performance reports; attendance at monthly collaborative planning meetings; and developing, writing and submitting annual reports for 21st Century and ASES After School Programs. An evaluator is required for the ASES/21st CCLC programs.

Educational Implications

Increase student achievement in core subjects.
Provide a safe and healthy environment conducive to learning.

Fiscal Implications

No impact to the General Fund.

Mandatory Instructions
(click to view)

CA#

CHICO UNIFIED SCHOOL DISTRICT
Business Services
1163 E. 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: Foley Jones & Associates
Street Address/POB: PO Box 8661
City, State, Zip Code: Woodland, CA 95776
Phone: 530-400-7766
Taxpayer ID/SSN: 27-4556161

This agreement will be in effect from: 09/01/13 to: 06/30/14

Location(s) of Services:

Chico Unified School District, various sites

3. Scope of Work to be performed: (attach separate sheet if necessary)
 Management of annual evaluation and data collection plan; technical assistance or monthly review and annual performance report; attendance at monthly collaborative planning meetings; and develop, write, and submit annual reports for 21st Century and ASES After School Programs.
4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant Services:
 Increase student achievement in core subjects.
 Provide a safe and healthy environment conducive to learning.
5. Funding/Programs Affected: (corresponding to accounts below)
 - 1) 21st Century Community Learning Center After School Programs
 - 2) After School Education and Safety Programs
 - 3)

6. Pct. (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Site	Manager
1) 90	01	4124	0	1000	1000	5800	570	6700
2) 10	01	6010	0	1000	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:

\$ 60,000.00 Per Unit, times 1.00 #Units = \$ 60,000.00 Total for Services

9. Additional Expenses

Assistance for school year,

\$
\$

\$ 0.00

\$ 60,000.00

Total of Additional
Expenses

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: Foley Jones & Associates

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

MaryEllen Foley Bergh

(Printed Name)

8/8/2013
Date

13. RECOMMENDED:


(Signature of Originating Administrator)

Janet Brinson, Director

(Printed Name)

8/9/13
Date

14. APPROVED:


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

Dave Scott, Director

(Printed Name)

08/09/13
Date

APPROVED:


(Signature of District Admin, Business Services)



Consultant



Contract Employee

Jaclyn Kruger
(Printed Name)

8/12/13
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: Consultant Agreement for Foley Jones & Associates

Prepared by: Janet Brinson, Director

☒ Consent

Board Date August 21, 2013

☐ Information Only

☐ Discussion/Action

Background Information

Foley Jones & Associates will provide assistance in the management of evaluation and data collection plans; technical assistance, quarterly team meetings for the purpose of monitoring and compliance of the Carol M. White Physical Education Program (PEP) Grant.

Educational Implications

Increase students' physical ability, stamina and awareness through various activities and programs.
Improve the overall health and well-being of CUSD's student population

Fiscal Implications

No impact to the General Fund.

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: Foley Jones & Associates, LLC
Street Address/POB: PO Box 8661
City, State, Zip Code: Woodland, CA 95667
Phone: (530) 908-4604
Taxpayer ID/SSN: 27-4556161

This agreement will be in effect from: 09/1/13 to: 06/30/14

Location(s) of Services:

Chico Unified School District (various sites)

3. Scope of Work to be performed: (attach separate sheet if necessary)
 Provide evaluation services for the Carol M. White Physical Education Program (PEP) Grant.
 Establish data collection procedures and assessment schedule. Assist in developing assessment protocols and survey instruments. Assist with data collection and analysis.
4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant Services:
 Develop a detailed evaluation management plan via quarterly team meetings for the purpose of program monitoring and compliance. Develop annual performance reports.
5. Funding/Programs Affected: (corresponding to accounts below)
 - 1) PEP Grant
 - 2)
 - 3)

6. Pct. (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Site	Manager
1) 100	01	5822	0	1110	1000	5800	510	6700
2)								
3)								

7. Is there an impact to the General Fund, Unrestricted funding? ☐ Yes ☒ No
8. Payment to Consultant: For services actually rendered and supported by Consultant initiated invoices, the District will pay consultant not to exceed the payment criteria as follows:

\$ 30,000.00 Per Unit, times 1.00 #Units = \$ 30,000.00 Total for Services

9. Additional Expenses

\$
\$

Total of Additional
Expenses
\$ 0.00
\$ 30,000.00 **Grand Total**

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

CONSULTANT TERMS AND CONDITIONS

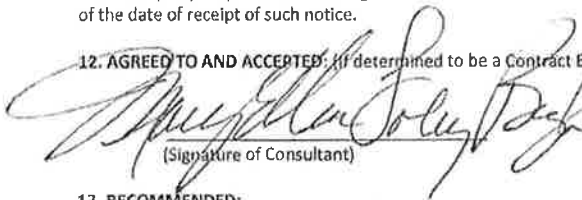
(Applicable, unless determined to be Contract Employee-See BS 10a)

CA#

Consultant Name: Foley Jones & Associates

1. The Consultant will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Consultant Agreement. Consultant shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Consultant's employees.
2. Consultant shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page I of this Agreement.
3. In the performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.
4. If applicable, the Consultant will certify in writing, using Administration Form #3515.6., that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
5. Consultant agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Consultant's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Consultant, and/or the Consultant's employee or agents.
6. Consultant will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the District.
7. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
8. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become applicable to Consultant, Consultant's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.
9. The District will determine whether the Consultant will be paid by vendor check as a Consultant or payroll check as a Contract Employee (with taxes withheld) by reviewing the completed Certificate of Independent Consultant Agreement (a blank sample may be viewed at: http://www.chicousd.org/documents/BUSINESS/Consultant_Agreement/BS_10a_11_04_rev.pdf. IRS publication 590 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)

MaryEllen Foley Bergh

(Printed Name)

8/8/2013
Date

13. RECOMMENDED:

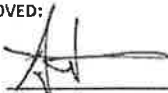

(Signature of Originating Administrator)

Janet Brinson, Director

(Printed Name)

8/9/13
Date

14. APPROVED:


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

Dave Scott, Asst. Superintende

(Printed Name)

08/09/13
Date

APPROVED:



Consultant



Contract Employee


(Signature of District Admin. Business Services)

Jaclyn Kruger
(Printed Name)

8/12/13
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)

PROPOSED AGENDA ITEM: Consultant Agreement: YouthBuild Grant Personnel

Prepared by: Janet Brinson

 X Consent
 Information Only
 Discussion/Action

Board Date: August 21, 2013

Background Information

The Chico Unified School District has recently been awarded a two-year, \$1.1 million YouthBuild grant from the U.S. Department of Labor. YouthBuild is a well-established model that has proven highly successful in communities across the country. YouthBuild programs share the following features:

- Provides a community-based alternative education program for youth between the ages of 16 and 24 who are high school dropouts, adjudicated youth, youth aging out of foster care, youth with disabilities, and other at-risk youth populations.
- Simultaneously addresses several core issues facing low-income communities: affordable housing, education, employment, crime prevention, and leadership development.
- Balances in-school learning and occupational skills training to prepare at-risk youth for career placement.
- The in-school component is an alternative education program that assists youth who are often significantly behind in basic skills to obtain the goal of a high school diploma or GED credential.
- The occupational skills training component prepares at-risk youth to achieve the goal of career placement, and also supports the goal of increasing affordable housing by teaching youth construction skills learned by building or significantly renovating homes for low-income or homeless families or individuals.
- Occupational skills training also may include other demand industries in addition to construction for grantees that have been previously funded by the Department of Labor.

YouthBuild Chico will serve up to 30 youth (ages 16-24) per year. We are operating in partnership with Butte College (offering academic instruction for students 18 and older), Butte County ROP, the Alliance for Workforce Development, Valley Contractors' Exchange, Habitat for Humanity, and the City of Chico (which owns the land on which the Habitat house is being built).

The population being recruited and enrolled in this program is highly at-risk, and will require support and supervision by personnel that individually and collectively possess experience in meeting their specialized needs. In addition to current staff who will be working with the program, we are contracting with three individuals who have this necessary experience: Bernie Vigallon, who will serve as transition coordinator, and Jerry Joiner, who will serve as project coordinator with a focus on construction. In addition we will contract with Sandra Waterhouse, who was director of a YouthBuild Program in Yuba City for a year and a half, and has also served as a federal project officer for YouthBuild as well as conducting technical assistance for YouthBuild USA. She will provide technical assistance to us this first year, ensuring an even stronger beginning to this program.

Educational Implications

75% of the students recruited for this program must have dropped out of school or be a dropout who has re-enrolled in an alternative program. Those who are not dropouts or at-risk (as measured by the criteria listed above) must be basic skills deficient and referred by their local secondary school. These are students who might not otherwise attain a GED or a diploma. As a result of this program, our goal is that 60 students will be re-enrolled and provided the assistance to complete their secondary education. This clearly has positive educational implications for these students and their families and will ripple out to benefit the community as a whole.

Fiscal Implications

These consultants will be funded through the YouthBuild grant and, thus, will not be paid through the general fund. There will be a potential positive impact to the general fund by re-enrolling students who have dropped out, and thus recouping ADA.

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: Gerald Joiner
Street Address/POB: 1186 Harper Valley Lane
City, State, Zip Code: Chico, CA 95928
Phone: 530-520-5854
Taxpayer ID/SSN: [REDACTED]

This agreement will be in effect from: 8/23/13 to: 1/1/14

Location(s) of Services:

Fair View High School

3. Scope of Work to be performed: (attach separate sheet if necessary)
Project Coordinator for the YouthBuild grant. Responsible for daily oversight of all construction-related elements of the program. Liaison with Habitat for Humanity, ROP, Valley Contractors Exchange, and community agencies.
4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant Services:
To meet the specific requirements of the YouthBuild grant.

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

- 1) YouthBuild Grant
2)
3)

- | Pct. (%) | Fund | Resource | Proj/Yr | Goal | Function | Object | Site | Manager |
|----------|------|----------|---------|------|----------|--------|------|---------|
| 1) 100% | 01 | 5826 | 0 | 1110 | 1000 | 5800 | 030 | 6700 |
| 2) | | | | | | | | |
| 3) | | | | | | | | |

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

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

\$ 317.52 Per Unit, times 118.00 #Units = \$ 37,467.36 Total for Services

9. Additional Expenses

39.69 per hour x 8 hours x 118 days

\$
\$

Total of Additional
Expenses
\$ 37,467.36 Grand Total

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

CONSULTANT TERMS AND CONDITIONS

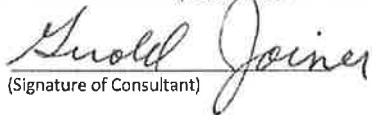
(Applicable, unless determined to be Contract Employee-See BS 10a)

CA#

Consultant Name: GERALD JOINER

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

Gerald Joiner
(Printed Name)

8-12-13
Date


13. **RECOMMENDED:**


(Signature of Originating Administrator)

Janet Brinson, Director
(Printed Name)

8/13/13
Date

14. **APPROVED:**


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

Dave Scott, Assistant Superintendent
(Printed Name)

08/14/13
Date

APPROVED:


(Signature of District Admin, Business Services)

☐ Consultant ☒ Contract Employee

Jaclyn Kruger
(Printed Name)

8/14/13
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)

Mandatory Instructions
(click to view)



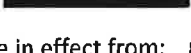
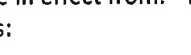
CA#

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 Chlco Unified School District and:

Name: Bernard Vigallon
 Street Address/POB: 
 City, State, Zip Code: 
 Phone: 
 Taxpayer ID/SSN: 

This agreement will be in effect from: 8/23/13 to: 6/30/14

Location(s) of Services:

Fair View High School

3. Scope of Work to be performed: (attach separate sheet if necessary)
 Responsible for managing daily program operations for the 19-24-year-old cohort of the program, including oversight of educational, construction, counseling, leadership development, and graduate aspects of the program.
4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant Services:
 To meet the specific requirements of the YouthBuild grant.

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

- 1) YouthBuild Grant
- 2)
- 3)

6.

Pct. (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Site	Manager
1) 100	01	5826	0	1110	1000	5800	030	6700
2)								
3)								

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

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

\$ 317.20 Per Unit, times 90.00 #Units = \$ 28,548.00 Total for Services

9. Additional Expenses

39.65 per hour x 8 hours x 90 days

\$
\$

Total of Additional
 Expenses
 \$ 28,548.00 Grand Total

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

CONSULTANT TERMS AND CONDITIONS

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

CA#

Consultant Name: Bernard Vigallon

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)

Bernard Vigallon

(Printed Name)

Date

8/14/13

13. RECOMMENDED:

(Signature of Originating Administrator)

Janet Brinson, Director

(Printed Name)

Date

8/14/13

14. APPROVED:

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

Dave Scott, Assistant Superintendent

(Printed Name)

Date

08/14/13

APPROVED:

(Signature of District Admin, Business Services)



Consultant



Contract Employee

(Printed Name)

Date

8/14/13

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)

Mandatory Instructions
(click to view)

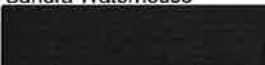
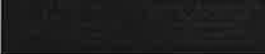


CA#

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: Sandra Waterhouse
 Street Address/POB: 
 City, State, Zip Code: 
 Phone: 
 Taxpayer ID/SSN: 

This agreement will be in effect from: 8/23/13 to: 06-30-14

Location(s) of Services:

Fair View High School

3. Scope of Work to be performed: (attach separate sheet if necessary)
 Provide guidance and technical assistance to the YouthBuild program. Ensure that the scope of work, including benchmarks and evaluation deliverables, are completed. Provides guidance on the MIS reporting system per grant requirements.
4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant Services:
 To meet the specific requirements of the YouthBuild grant.

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

- 1) YouthBuild Grant
- 2)
- 3)

6.	Pct. (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Site	Manager
1)	100	01	5826	0	1110	1000	5800	030	6700
2)									
3)									

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

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

\$ 274.40 Per Unit, times 45.00 #Units = \$ 12,348.00 Total for Services

9. Additional Expenses

\$34.30 per hour x 8 hours x 45 days	\$		Total of Additional
	\$	\$ 0.00	Expenses
		\$ 12,348.00	Grand Total

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

CONSULTANT TERMS AND CONDITIONS

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

Consultant Name: **Sandra Waterhouse**

Business Services Use Only

CA# _____

V# _____

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

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


(Signature of Consultant)

Sandra Waterhouse

(Print Name)

8-9-13

(Date)

12. RECOMMENDED:


(Signature of Originating Administrator)

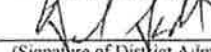
Janet Brinson, Director Educational Services

(Print Name)

8/14/13

(Date)

13. APPROVED:


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

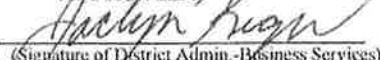
Dave Scott, Assistant Superintendent

(Print Name)

08/14/13

(Date)

APPROVED:


(Signature of District Admin - Business Services)



Consultant



Contract Employee

Jaclyn Kruger

(Print Name)

8/14/13

(Date)

14. Authorization for Payment:

CHECK REQUIRED (Invoice to accompany payment request):

☐ Partial Payment thru: _____
(Date)

☐ Full or Final Payment

DISPOSITION OF CHECK by Accounts Payable:
(check released upon completion of services)

☐ Send to Site Administrator: _____
(Date check required)

☐ Mail to Consultant

\$

(Amount)

(Originating Administrator Signature – Use Blue Ink)

(Date)

AGENDA ITEM: Consultant Agreements for Officials for Chico High Home Athletic Events – Football, Boys & Girls Basketball, Boys & Girls Soccer, Baseball and Softball

Prepared by: Robyn Salyer and Chip Carton, Athletic Director

☒ Consent

Board Date August 21, 2013

☐ Information Only

☐ Discussion/Action

Background Information

The officials are used to provide a fair and safe athletic contest when Chico High is the host school. 2013-14 Officials include: NCB-SOA, NCBOA, NCOA, and GSSRA

Fiscal Implications

Paid for by the Associated Student Body at CHS.

CONSULTANT AGREEMENT

For Services Provided to ASB

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

X On File (click to view) Attached

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

X On File (click to view) Attached

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

Name: NCB-SOA

Street Address/POB: 6020 Skyway

City, State, Zip Code: Paradise, CA 95969

Phone: 530-893-8925/521-6251

Taxpayer ID/SSN: 68-0341706

This agreement will be in effect (Current Fiscal Year) From: 8/1/2013

To: 6/30/2014

Location(s) of Services: (site) Chico High

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

Provide Officials for baseball and softball games involving Chico High as the host school

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

Provide students of CHS with fair and safe athletic contests as required by CIF guidelines and NFHS rules

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

- 1) Ath Baseball and Baseball
- 2) Ath Softball and Softball
- 3)

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

	Pct (%)	Account #	Amount
1)	50	102/600	\$2,750.00
2)	50	128/605	\$2,750.00
3)			

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

\$	Various	Per Unit, times	# Units =	\$	4,400.00	Total for Services
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(Unit: Per Hour Per Day X Per Activity)

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

Mileage	\$	600.00
Assignor Fee	\$	500.00
	\$	

**Total for
Addit'l Expenses**

\$ 5,500.00

**Grand Total
(not to exceed)**

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

(to be completed by Business Services)

CONSULTANT TERMS AND CONDITIONS(Applicable, unless determined to be Contract Employee – See BS10a)

- a. The Consultant will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Consultant Agreement. Consultant shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Consultant's employees. (Not applicable to Contract Employee)
- b. Consultant shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page 1 of this Agreement.
- c. In the performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.
- d. If applicable, the Consultant will certify in writing, using Administration Form #3515.6.1, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
- e. Consultant agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Consultant's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Consultant, and/or the Consultant's employee or agents.
- f. Consultant will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the District. (Not applicable to Contract Employee)
- g. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
- h. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become, applicable to Consultant, Consultant's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.

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

David Wallerand
(Signature of Consultant)

DAVID WALLERAND
(Print Name)

6/1/13
(Date)

12. RECOMMENDED:

C. Carton
(Signature of Originating Faculty Advisor)

Chip Carton, Athletic Director
(Print Name)

6/19/13
(Date)

ASB Requisition/PO # 22042 issued by ASB
Accounting Office, **

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

APPROVED:

Harrison Power
(Signature of ASB Officer)

Harrison Power ASB President
(Print Name and Title)

6/28/13
(Date)

Jim Hanlon
(Signature of Principal)

Jim Hanlon - Principal
(Print Name and Title)

8/8/13
(Date)

APPROVED:

Jaclyn Kruger
(Signature of Administrator - Business Services)

Jaclyn Kruger
(Print Name and Title)

8/13/13
(Date)

13. Authorization for Payment:
☐ Consultant

☐ Contract Employee
(a). CHECK REQUIRED (Invoice to accompany payment request):

☐ Partial Payment thru: _____
(Date)

☐ Full or Final Payment

(b).

\$

(Amount)

(Originating Administrator Signature – Use Blue Ink)

(Date)

CONSULTANT AGREEMENT

For Services Provided to ASB

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

☒ On File (click to view) Attached

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

☒ On File (click to view) Attached

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

Name: NCBOA Chico/Yuba (Basketball Officials)

Street Address/POB: 1702 Spruce Ave.

City, State, Zip Code: Chico, CA 95928

Phone: 530-345-2086

Taxpayer ID/SSN: 68-0349099

This agreement will be in effect (Current Fiscal Year) From: 8/1/2013

To: 6/30/2014

Location(s) of Services: (site) Chico High

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

Provide Officials for Basketball games involving Chico High as the host school

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

Provide students of CHS with fair and safe athletic contests as required by CIF guidelines and NFHS rules

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

- 1) Athletic Boys Basketball and Boys Basketball
- 2) Athletic Girls Basketball and Girls Basketball
- 3) Boys Basketball Tournament

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

	Pct (%)	Account #	Amount
1)	25	104/610	\$2,375.00
2)	25	106/615	\$2,375.00
3)	50	610	\$2,750.00

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

\$ **Various** Per Unit, times # Units = \$ **5,500.00** **Total for Services**

(Unit: Per Hour Per Day ☒ Per Activity)

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

Mileage \$ 1,400.00
Assignor Fee \$ 600.00
\$ \$

**Total for
Addit'l Expenses**

\$ **7,500.00**

**Grand Total
(not to exceed)**

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

(to be completed by Business Services)

CONSULTANT TERMS AND CONDITIONS

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

- a. The Consultant will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Consultant Agreement. Consultant shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Consultant's employees. (Not applicable to Contract Employee)
- b. Consultant shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page 1 of this Agreement.
- c. In the performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.
- d. If applicable, the Consultant will certify in writing, using Administration Form #3515.6.1, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
- e. Consultant agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Consultant's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Consultant, and/or the Consultant's employee or agents.
- f. Consultant will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the District. (Not applicable to Contract Employee)
- g. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
- h. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become, applicable to Consultant, Consultant's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.

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

<u>Bill Padula</u> (Signature of Consultant)	<u>Bill PADULA</u> (Print Name)	<u>7-9-13</u> (Date)
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12. RECOMMENDED:

<u>C. Carton</u> (Signature of Originating Faculty Advisor)	Chip Carton, Athletic Director (Print Name)	<u>6/19/13</u> (Date)
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APPROVED:

ASB Requisition/PO # 22040 issued by ASB Accounting Office. **

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

<u>Anthony M. Pore</u> (Signature of ASB Officer)	<u>Harrison Power ASB President</u> (Print Name and Title)	<u>8/08/13</u> (Date)
<u>Jim Hanlon</u> (Signature of Principal)	<u>Jim Hanlon, Principal</u> (Print Name and Title)	<u>8/8/13</u> (Date)

APPROVE:

<u>Jaclyn Kruger</u> (Signature of Administrator – Business Services)	<u>Jaclyn Kruger</u> (Print Name and Title)	<u>8/13/13</u> (Date)
--	--	--------------------------

13. Authorization for Payment:

☒ Consultant

☐ Contract Employee

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

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

(b).

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

For Services Provided to ASB

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

X On File (click to view) Attached

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

X On File (click to view) Attached

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

Name: NCOA Football Officials

Street Address/POB: 1572 Hawthorne Ave.

City, State, Zip Code: Chico, CA 95926

Phone: 530-671-7087

Taxpayer ID/SSN: 65-1169717

This agreement will be in effect (Current Fiscal Year) From: 8/1/2013

To: 6/30/2014

Location(s) of Services: (site) Chico High

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

Provide Officials for Football games involving Chico High as the host school

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

Provide students of CHS with fair and safe athletic contests as required by CIF guidelines and NFHS rules

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

1) Athletic Football and football

2)

3)

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

	Pct (%)	Account #	Amount
1)	100	114/630	\$5,000.00
2)			
3)			

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

\$	Various	Per Unit, times	# Units =	\$	4,000	Total for Services
(Unit:	Per Hour	Per Day	X Per Activity)			

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

Mileage \$ 800.00

Assignor Fee \$ 200.00

\$

\$

**Total for
Addit'l Expenses**

\$ 5,000.00

**Grand Total
(not to exceed)**

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

(to be completed by Business Services)

CONSULTANT TERMS AND CONDITIONS
(Applicable, unless determined to be Contract Employee – See BS10a)

- a. The Consultant will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Consultant Agreement. Consultant shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Consultant's employees. (Not applicable to Contract Employee)
- b. Consultant shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page 1 of this Agreement.
- c. In the performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.
- d. If applicable, the Consultant will certify in writing, using Administration Form #3515.6.1, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
- e. Consultant agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Consultant's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Consultant, and/or the Consultant's employee or agents.
- f. Consultant will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the District. (Not applicable to Contract Employee)
- g. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
- h. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become, applicable to Consultant, Consultant's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.

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

[Signature] (Signature of Consultant) Barry Wright (Print Name) 7/2/13 (Date)

12. RECOMMENDED:

[Signature] (Signature of Originating Faculty Advisor) **Chip Carton, Athletic Director** (Print Name) 6/19/13 (Date)

ASB Requisition/PO # 22039 issued by ASB Accounting Office. **

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

APPROVED:

[Signature] (Signature of ASB Officer) Harrison Power - ASB President (Print Name and Title) 8/28/13 (Date)

[Signature] (Signature of Principal) Jim Hanlon - Principal (Print Name and Title) 8/8/13 (Date)

APPROVED:

[Signature] (Signature of Administrator – Business Services) Jaclyn Kruger (Print Name and Title) 8/13/13 (Date)

13. Authorization for Payment:

☒ Consultant

☐ Contract Employee

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

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

(b).

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

CONSULTANT AGREEMENT

For Services Provided to ASB

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

☒ On File (click to view) ☐ Attached

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

☒ On File (click to view) ☐ Attached

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

Name: GSSRA

Street Address/POB: 4885 Balls Ferry Rd

City, State, Zip Code: Anderson, CA 96007

Phone: 530-378-2553

Taxpayer ID/SSN: 68-057079

This agreement will be in effect (Current Fiscal Year) From: 8/1/2013

To: 6/30/2014

Location(s) of Services: (site) Chico High

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

Provide Officials for soccer games involving Chico High as the host school

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

Provide students of CHS with fair and safe athletic contests as required by CIF guidelines and NFHS rules

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

- 1) Ath Soccer Boys and Boys Soccer
- 2) Ath Soccer Girls and Girls Soccer
- 3)

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

	Pct (%)	Account #	Amount
1)	40	126/640	\$2,000.00
2)	60	127/645	\$3,000.00
3)			

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

\$ Per Unit, times 1 # Units = \$ 4,200.00 **Total for Services**

(Unit: Per Hour Per Day ☒ Per Activity)

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

Mileage	\$	500.00
Assignor Fee	\$	300.00
	\$	

**Total for
Addit'l Expenses**

\$ 5,000.00

**Grand Total
(not to exceed)**

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

(to be completed by Business Services)

- a. The Consultant will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Consultant Agreement. Consultant shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Consultant's employees. (Not applicable to Contract Employee)
- b. Consultant shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page 1 of this Agreement.
- c. In the performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.
- d. If applicable, the Consultant will certify in writing, using Administration Form #3515.6.1, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
- e. Consultant agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Consultant's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Consultant, and/or the Consultant's employee or agents.
- f. Consultant will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the District. (Not applicable to Contract Employee)
- g. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
- h. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become, applicable to Consultant, Consultant's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.

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

Kevin C Connors Kevin C Connors 6-22-13
(Signature of Consultant) (Print Name) (Date)

12. RECOMMENDED:

C. Carton Chip Carton, Athletic Director 6/19/13
(Signature of Originating Faculty Advisor) (Print Name) (Date)

ASB Requisition/PO # 22041 issued by ASB
Accounting Office. **

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

APPROVED:

Harrison Power Harrison Power ASB President 8/03/13
(Signature of ASB Officer) (Print Name and Title) (Date)
Jim Hanlon Jim Hanlon - President 8/8/13
(Signature of Principal) (Print Name and Title) (Date)

APPROVED:

Jaclyn Kruger Jaclyn Kruger 8/13/13
(Signature of Administrator - Business Services) (Print Name and Title) (Date)

13. Authorization for Payment:

☒ Consultant

☐ Contract Employee

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

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

(b).

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

AGENDA ITEM: Consultant Agreements for Officials for Pleasant Valley High Athletic Events – Softball, Baseball, Field Hockey, Football, Volleyball and Basketball

Prepared by: Lisa Baker, PVHS ASB and Pam Jackson, Athletic Director

☒ Consent

Board Date August 21, 2013

☐ Information Only

☐ Discussion/Action

Background Information

The officials are used to provide a fair and safe athletic contest when PVHS is the host school. The 2013-14 Officials include: NCB-SOA, NCBOA, NCOA, and NCVOA

Fiscal Implications

Paid for by the Associated Student Body at PVHS.

CONSULTANT AGREEMENT

For Services Provided to ASB

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

On File X Attached

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

On File X Attached

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

Name: NCB SOA (Softball, Baseball, FH)

Address: 6020 Skyway

Paradise, CA 95969

Phone: (530 782-1975

Taxpayer ID/SSN: #68-0341706

From: August 2013 To: May 2014

This agreement will be in effect (Current Fiscal Year)

Location(s) of Services: Pleasant Valley High School

3. **Scope of Work** to be performed: (attach separate sheet if necessary)
Game officials for the 2013-14 softball, baseball, field hockey seasons

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

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

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

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

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

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

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

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

\$		
\$		
\$		
	Total for	
	\$	Addit'l Exper

\$	18,400.00	Grand Total
		(not to exceed)

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

(to be completed by Business Services)

CA#

CONSULTANT TERMS AND CONDITIONS

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

- a. The Consultant will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Consultant Agreement. Consultant shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Consultant's employees. (Not applicable to Contract Employee)
- b. Consultant shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page 1 of this Agreement.
- c. In the performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.
- d. If applicable, the Consultant will certify in writing, using Administration Form #3515.6.1, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
- e. Consultant agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Consultant's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Consultant, and/or the Consultant's employee or agents.
- f. Consultant will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the District. (Not applicable to Contract Employee)
- g. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
- h. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become, applicable to Consultant, Consultant's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.

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

David Wallerand
(Signature of Consultant)

DAVID WALLERAND
(Print Name)

6/6/13
(Date)

12. RECOMMENDED:

[Signature]
(Signature of Originating Faculty Advisor)

Pam Jackson
(Print Name)

5-31-13
(Date)

ASB Requisition/PO # 7062 issued by ASB **

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

APPROVED:

KARA KREMER
(Signature of ASB Officer)

KARA KREMER, TREASURER
(Print Name and Title)

8/5/13
(Date)

[Signature]
(Signature of Principal)

John Shepherd
(Print Name and Title)

8/8/13
(Date)

APPROVED:

[Signature]
(Signature of Administrator – Business Services)

Jaclyn Kruger
(Print Name and Title)

8/12/13
(Date)

13. Authorization for Payment:



Consultant



Contract Employee

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

☐ Partial Payment thru: _____
(Date)

☐ Full or Final Payment

(b).

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

CONSULTANT AGREEMENT

For Services Provided to ASB

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

On File X Attached

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

On File X Attached

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

Name: **NCBOA (Basketball)**

Address: 1702 Spruce Ave.

City, State, Zip

Chico, CA 95926

Phone: (530)343-2017

Taxpayer ID/SSN: #68-0349099

From: August 2013 To: May 2014

This agreement will be in effect (Current Fiscal Year)

Location(s) of Services: Pleasant Valley High School

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

Game officials for the 2013-14 basketball season

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

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

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

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

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

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

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

Unit: Per Hour Per Day ☒ Per Activity)

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

\$
\$
\$

Total for
\$ Addit'l Expenses

\$ 15,500.00 **Grand Total**
(not to exceed)

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

(to be completed by Business Services)

CONSULTANT TERMS AND CONDITIONS

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

- a. The Consultant will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Consultant Agreement. Consultant shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Consultant's employees. (Not applicable to Contract Employee)
- b. Consultant shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement unless agreed upon under Additional Expenses on page 1 of this Agreement.
- c. In the performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.
- d. If applicable, the Consultant will certify in writing, using Administration Form #3515.6.1, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
- e. Consultant agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Consultant's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Consultant, and/or the Consultant's employee or agents.
- f. Consultant will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the District. (Not applicable to Contract Employee)
- g. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
- h. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become, applicable to Consultant, Consultant's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.

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

Bill Padula (Signature of Consultant) Bill Padula (Print Name) 6-17-13 (Date)

2. RECOMMENDED:

Pam Jackson (Signature of Originating Faculty Advisor) Pam Jackson (Print Name) 5-31-13 (Date)

ASB Requisition/PO # 7059 issued by ASB **

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

APPROVED:

Kara Kremer (Signature of ASB Officer) Kara Kremer, Treasurer (Print Name and Title) 8/5/13 (Date)

John Shepherd (Signature of Principal) John Shepherd, Principal (Print Name and Title) 8/8/13 (Date)

APPROVED:

Jacklyn Kruger (Signature of Administrator – Business Services) Jacklyn Kruger (Print Name and Title) 8/12/13 (Date)

3. Authorization for Payment:

☒ Consultant ☐ Contract Employee

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

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

(b).

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

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

CONSULTANT AGREEMENT

For Services Provided to ASB

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

On File X Attached

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

On File X Attached

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

Name: NCOA (Football)

Address: 1572 Hawthorne Ave.

Chico, CA 95926

Phone: (530)521-8695

Taxpayer ID/SSN: #65-1169717

From: August 2013 To: November, 2014

This agreement will be in effect (Current Fiscal Year)

Location(s) of Services: Pleasant Valley High School

3. **Scope of Work** to be performed: (attach separate sheet if necessary)
Game officials for the 2013 Football season

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

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

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

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

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

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

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

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

\$
\$
\$

Total for

\$ Addit'l Exper

\$ 5,500.00

Grand Total
(not to exceed)

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

(to be completed by Business Services)

CA#


CONSULTANT TERMS AND CONDITIONS

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

- a. The Consultant will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Consultant Agreement. Consultant shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Consultant's employees. (Not applicable to Contract Employee)
- b. Consultant shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page 1 of this Agreement.
- c. In the performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.
- d. If applicable, the Consultant will certify in writing, using Administration Form #3515.6.1, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
- e. Consultant agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Consultant's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Consultant, and/or the Consultant's employee or agents.
- f. Consultant will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the District. (Not applicable to Contract Employee)
- g. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
- h. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become, applicable to Consultant, Consultant's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.

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

(Signature of Consultant)


 (Print Name)

6/13/13
(Date)

12. ~~RECOMMENDED:~~

(Signature of Originating Faculty Advisor)

Pam Jackson
(Print Name)

5-31-13
(Date)

ASB Requisition/PO # 7063 issued by ASB **

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

APPROVED:

(Signature of ASB Officer)

Karla Kemler, Treasurer

approval
8/5/13
(Date)

(Signature of Principal)

John Shepherd Principal
(Print Name and Title)

(Date) 8/8/13

APPROVED;

Heather Keger
(Signature of Administrator – Business Services)

Sachyn Ridger
(Print Name and Title)

(Date) 8/12/13

13. Authorization for Payment:



Consultant

**Contract Employee**

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

☐ Partial Payment thru: _____
(Date)☐ Full or Final Payment

(b).

\$

(Amount)

(Originating Administrator Signature – Use Blue Ink)

(Date)

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

CONSULTANT AGREEMENT

For Services Provided to ASB

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

On File X Attached

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

On File X Attached

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

Name: **NCVOA (Volleyball)**

Address: 415 Silver Lake Dr.

City, State, Zip

Chico, CA 95973

Phone: (530)345-0415

Taxpayer ID/SSN: #20-0160284

From: August 2013 To: May 2014

This agreement will be in effect (Current Fiscal Year)

Location(s) of Services: Pleasant Valley High School

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

Game officials for the 2013-14 volleyball seasons

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

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

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

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

	Account #	Amount
1) G Volleyball	675	\$8,000.00
2) B Volleyball	670	\$2,000.00
3) Ath G VB	132	\$2,200.00

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

\$ 100.00 Per Unit, times 122 # Units = \$ 12,200.00 Total for Services

Unit: Per Hour Per Day X Per Activity)

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

\$
\$
\$

Total for

\$

Addit'l Exper

\$ 12,200.00

Grand Total
(not to exceed)

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

(to be completed by Business Services)

CA# _____

CONSULTANT TERMS AND CONDITIONS(Applicable, unless determined to be Contract Employee – See BS10a)

- a. The Consultant will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Consultant Agreement. Consultant shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Consultant's employees. (Not applicable to Contract Employee)
- b. Consultant shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page 1 of this Agreement.
- c. In the performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.
- d. If applicable, the Consultant will certify in writing, using Administration Form #3515.6.1, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
- e. Consultant agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Consultant's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Consultant, and/or the Consultant's employee or agents.
- f. Consultant will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the District. (Not applicable to Contract Employee)
- g. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
- h. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become, applicable to Consultant, Consultant's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.

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

[Signature]
(Signature of Consultant)

Terese Howell
(Print Name)

6/10/13
(Date)

12. RECOMMENDED:

[Signature]
(Signature of Originating Faculty Advisor)

Pam Jackson
(Print Name)

5-31-13
(Date)

ASB Requisition/PO # 7060 issued by ASB **

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

APPROVED:

Kara Kramer
(Signature of ASB Officer)

KARA KRAMER, TREASURER
(Print Name and Title)

8/5/13
(Date)

[Signature]
(Signature of Principal)

John Shepherd Principal
(Print Name and Title)

8/8/13
(Date)

APPROVED:

Jaclyn Kruger
(Signature of Administrator / Business Services)

Jaclyn Kruger
(Print Name and Title)

8/12/13
(Date)

13. Authorization for Payment:

Consultant



Contract Employee

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

☐ Partial Payment thru: _____
(Date)

☐ Full or Final Payment

(b).

\$

(Amount)

(Originating Administrator Signature – Use Blue Ink)

(Date)

AGENDA ITEM: Warrant Authorization

Prepared by: Jaclyn Kruger, Director Fiscal Services

☒ Consent

Board Date August 21, 2013

☐ Information Only

☐ Discussion/Action

Background Information

Warrants in the amount of \$5,674,583.62 for the period of July 4, 2013, through August 13, 2013, have been reviewed and are ready for Board approval.

Educational Implications

Services and supplies are acquired by the District in support of the District's goals.

Fiscal Implications

The issuing of warrants affects all accounts and funds in the district and is supported by the District's approved budget.

Checks Dated 07/04/2013 through 08/13/2013			Board Meeting Date 08/21/13
Check Number	Check Date	Pay to the Order of	Check Amount

Fund Summary

<u>Fund</u>	<u>Description</u>	<u>Check Count</u>	<u>Expensed Amount</u>
01	General Fund	383	2,470,927.34
09	Charter Sch Spec Rev 3412	26	40,726.52
13	Cafeteria (3401)	43	91,468.73
22	Measure E (3423) 21 Cap Proj	1	10,497.20
25	Cap Fac State Cap (3408) 25-26	7	147,765.13
27	1998 Sr B(2008 Sale P&I)(3406)	44	1,998,158.72
35	Cnty Sch Fac (3435)	1	3,611.25
41	sp Rsrv Rda 2%Grth (3425)40-43	14	297,044.46
42	sp Res Rda-Cp thru (3427)40-43	2	30,637.39
76	n/a Net Payroll Warrants	29	584,042.19
Total Number of Checks		550	5,674,878.93
Less Unpaid Sales Tax Liability			295.31
Net (Check Amount)			5,674,583.62

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 13 of 13

PROPOSED AGENDA ITEM: Declaration of Surplus Property

Prepared by: Jaclyn Kruger - Director, Fiscal Services

☒ Consent

Board Date 8/21/13

☐ 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.

Fiscal Implications

None

Useable Surplus Property 8/21/13

BO#	Description	Cond.	Transfer /Sold	Rec'd From	Value	Universal Waste
6820	BOX OF VARIOUS RADIOS	2	WHSE	LOMA VISTA	5	Y
6822	CANON FAX MACHINE	1	WHSE	CHS	50	Y
6823	MITSUBISHI TV	1	WHSE	CHS	10	Y
6823	SHARP TV W/ REMOTE	1	WHSE	CHS	20	Y
6824	RCA 4 HEAD VCR	1	WHSE	CHS	5	Y
6824	SHARP TV	1	WHSE	CHS	10	Y
6829	3 CASSETTE TAPE RECORDERS	1	WHSE	DIST. OFC	10	Y
6830	5 ASST TV'S	1	WHSE	SIERRA VIEW	20	Y
6830	5 ASST VCR'S	2	WHSE	SIERRA VIEW	5	Y
6830	PANASONIC VCR/DVD PLAYER	2	WHSE	SIERRA VIEW	5	Y
6830	2 ASST DVD PLAYERS	1	WHSE	SIERRA VIEW	20	Y
6830	5 ASST WALL MOUNT TV'S	1	WHSE	SIERRA VIEW	20	Y
6830	PIANO	2	WHSE	SIERRA VIEW	50	N
6830	ROLLING CABINET	2	WHSE	SIERRA VIEW	20	N
6830	4 FILE CABINETS	2	WHSE	SIERRA VIEW	10	N
6840	HP SCANNER JET	1	WHSE	DIST. OFC	10	Y
6845	4 DRAWER FILING CABINET	1	WHSE	DIST. OFC	10	N
6845	LG. DESK W/CREDENZA	1	WHSE	DIST. OFC	10	N
6845	OLD WOOD DESK	2	WHSE	DIST. OFC	10	N
6845	TYPEWRITER	1	WHSE	DIST. OFC	10	Y
6847	TYPEWRITER	2	WHSE	HOOVER OAK	10	Y
6847	THICK CLIMBING ROPE	1	WHSE	HOOVER OAK	10	N
6847	CREDENZA	2	WHSE	HOOVER OAK	10	N
6847	AVANTI REFRIGERATOR	1	WHSE	HOOVER OAK	50	Y
6848	2 TECHNICS SPEAKERS	1	WHSE	INSPIRE	10	Y
6848	TOSHIBA VCR	1	WHSE	INSPIRE	5	Y
6849	METRO PROOFER/WARMER	2	WHSE	NUTR. SVCS	50	Y
6849	2 OLD WARMING OVENS	2	WHSE	NUTR. SVCS	50	Y
	WASTE KING COMMERCIAL					
6849	DISPOSER	2	WHSE	NUTR. SVCS	50	Y
6849	PREP TABLE W/DRAWER	2	WHSE	NUTR. SVCS	50	Y
6849	SM MILK COOLER	2	WHSE	NUTR. SVCS	50	Y
6849	LG MILK COOLER	2	WHSE	NUTR. SVCS	50	Y
6849	4 DRAWER FOOD WARMER	2	WHSE	NUTR. SVCS	50	Y
6849	HEAT LAMP TABLE W/BULBS	2	WHSE	NUTR. SVCS	50	Y
6849	TALL FOOD WARMER CRESCOR	2	WHSE	NUTR. SVCS	50	Y
6849	3 COMP FOOD WARMER	2	WHSE	NUTR. SVCS	50	Y
6849	TILT SKILLET	2	WHSE	NUTR. SVCS	50	Y
6849	PRESSURE COOKER	2	WHSE	NUTR. SVCS	50	Y
6849	6 BURNER STOVE W/OVEN	2	WHSE	NUTR. SVCS	50	Y
6849	UNIVEX STAND UP MIXER	2	WHSE	NUTR. SVCS	50	Y
6849	CARLAND OVEN/STOVE	2	WHSE	NUTR. SVCS	50	Y
6849	3 COMP SINK	2	WHSE	NUTR. SVCS	50	N

Condition:

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

Unrepairable Surplus Property 8/21/13

BO#	Description	Cond.	Transfer /Sold	Rec'd From	Value	Universal Waste
6819	SHREDDER	3	WHSE	NEAL DOW	N/A	Y
6822	17" FLAT MONITOR	3	WHSE	CHS	N/A	Y
6823	APOLLO OVERHEAD PROJECTOR	3	WHSE	CHS	N/A	Y
6828	CASSETTE TAPE RECORDER	3	WHSE	DIST. OFC	N/A	Y
6847	2 TELEPHONES	3	WHSE	HOOKE OAK	N/A	Y
6847	LAMINATOR	3	WHSE	HOOKE OAK	N/A	Y
6847	RANGE	3	WHSE	HOOKE OAK	N/A	Y
6847	ELMO OVERHEAD	3	WHSE	HOOKE OAK	N/A	Y
6848	SAMSUNG VIDEO CAMERA	3	WHSE	INSPIRE	N/A	Y
6848	SONY VIDEO CAMERA	3	WHSE	INSPIRE	N/A	Y

Condition:

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

Surplus Property 8/21/13 to Computers for Classrooms for refurbishing
to current technology standards and reallocating back to schools

BO#	Description	Cond.	Rec'd From
6820	13 GATEWAY TOWERS	3	PVHS
6820	RCA VCR	3	PVHS
6820	INSIGNIA DVD/VCR	3	PVHS
6820	GATEWAY CPU	3	PVHS
6820	PROXIMA PROJECTOR	3	PVHS
6821	13 NEC PROJECTORS	3	NEAL DOW
6826	2 BROTHER LASER PRINTER/SCANNER	2	PVHS
6827	SHARP TV	3	CHS
6827	HP PRINTER	3	CHS
6827	HP SCANNER	3	CHS
6831	HP LAPTOP	3	INSPIRE
6831	ACER LAPTOP	3	INSPIRE
6831	MONITOR	3	INSPIRE
6820	GATEWAY COMPUTER	3	INSPIRE
6846	CFC COMPUTER & MONITOR	3	DIST. OFC
6848	19 ASST. COMPUTERS	2	INSPIRE
6848	5 CFC COMPUTERS	2	INSPIRE
6848	SAMSUNG VIDEO CAMERA	3	INSPIRE

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

DATE: August 21, 2013
MEMORANDUM TO: Board of Education
FROM: Kelly Staley, Superintendent
SUBJECT: Certificated Human Resources Actions

Temporary Appointments 2013/14

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Comment</u>
Balderston, Deborah	Secondary	2013/14	0.4 FTE
Birdseye, Mindi	Elementary	2013/14	1.0 FTE
DeDontney, Traci	Elementary	2013/14	0.7 FTE
Dickman, Kelsey	Secondary	2013/14	0.2 FTE (in addition to current 0.8 FTE temporary position)
Fritz, Katy	Elementary	2013/14	0.1 FTE (in addition to current 0.4 FTE temporary assignment)
Harris, Adelle	Special Education	2013/14	1.0 FTE
Hoe, Tonja	Psychologist	2013/14	1.0 FTE
Kerr, Isla	Secondary	2013/14	0.6 FTE
Lee, Linda	Psychologist	2013/14	0.4 FTE
Lowe, Korissa	Elementary	2013/14	0.2 FTE
Moretti, Susan	Secondary	2013/14	0.2 FTE (in addition to current 0.8 FTE permanent assignment)
Morine, Lindsay	Secondary	2013/14	0.6 FTE
Quinto, Terry	Psychologist	2013/14	0.4 FTE
Riggs, Ronald	Secondary/Elem Fine Arts	2013/14	0.8 FTE
Rodriguez, Jennifer	Elementary	2013/14	0.3 FTE (in addition to current 0.7 FTE temporary position)
Sanford, Melanie	Elementary	8/15/13-12/20/13	1.0 FTE
Simpson, Corey	Special Education	2013/14	1.0 FTE
Stafford, Ariana	Special Education	2013/14	0.5 FTE
Steffen, Cindy	School Nurse	2013/14 (starting 8/16/13)	0.75 FTE
Watson, Carrie	Secondary	2013/14	0.2 FTE (in addition to current 0.6 FTE permanent assignment)

Probationary/Permanent Appointments 2013/14

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Comment</u>
Allen, Joanna	Psychologist	2013/14	0.1 FTE Permanent (in addition to current 0.9 permanent assignment)
Anderson, Fran	Secondary	2013/14	0.4 FTE Probationary 0
Anderson, Fran	Secondary	2013/14	0.4 FTE Probationary 1
Bilinsky, Elizabeth	Special Education	2013/14	1.0 FTE Probationary 1
Brenner, Sarah	Elementary	2013/14	1.0 FTE Probationary 1
Burton, Beth	Secondary	2013/14	0.2 FTE Probationary 1 (in addition to current 0.8 FTE permanent assignment)
Campfield, L. Brent	Counselor	2013/14	0.6 FTE Probationary 0
Fischer, Sarah	Elementary	2013/14	1.0 FTE Probationary 1
Jaime-Arellano, Mauricio	Secondary	2013/14	0.6 FTE Probationary 2
Ledwith, Alexey	Secondary	2013/14	0.2 FTE Permanent (in addition to current 0.8 FTE permanent assignment)
Ludwig, Misty	Special Education	2013/14	1.0 FTE Probationary 1
Moll, Andrew	Counselor	2013/14	1.0 FTE Permanent
Quinto, Terry	Psychologist	2013/14	0.4 FTE Permanent
Resendez, Erica	Elementary	2013/14	1.0 FTE Probationary 0
Stafford, Ariana	Special Education	2013/14	0.5 FTE Probationary 1
Stager, Linda	Psychologist	2013/14	0.35 FTE Permanent (in addition to current 0.65 permanent assignment)
Taylor, Tammy	Secondary	2013/14	0.2 FTE Probationary 1 (in addition to current 0.8 FTE Probationary 1 assignment)
Valim, Sarah	Special Education	2013/14	1.0 FTE Probationary 1
Wyman, Catherine	Special Education	2013/14	1.0 FTE Probationary 1

Leave Requests 2013/14

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Comment</u>
Fitzpatrick, Laura	Elementary	2013/14	1.0 FTE Personal Leave
Hanson, Robert	Secondary	2013/14	Rescinding 0.2 Leave Request
LaFollette, Corrine	Secondary	2013/14	0.2 FTE Child Care Leave
Perrin, Melanie	Elementary	9/10/13-10/11/13	1.0 FTE Child Care Leave
Sloan, Sharon	Elementary	2013/14	0.5 FTE Personal Leave (STRS RWP) (increase from previously approved .4 FTE Leave)

Retirements

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>
George, Beverly	Special Education	6/7/2013

Coaching Appointments 2013/14

<u>Employee</u>	<u>Position</u>	<u>School</u>	<u>Season</u>
Alvistur, Jason	Varsity Football	Chico High	Fall
Ardrey, Chris	Varsity Girls Basketball	Chico High	Winter
Barnum, Andy	Varsity Boys Golf	Chico High	Spring
Beehner, Alex	Freshman Volleyball	Pleasant Valley	Fall
Beeman, Michael	JV Assistant Girls Track	Pleasant Valley	Spring
Berg, Charles	Varsity Assistant Swim	Pleasant Valley	Fall
Bishop, Roy	Freshman Football	Chico High	Fall
Boles, Liana	Varsity Girls Tennis	Chico High	Fall
Boles, Liana	JV Girls Basketball	Chico High	Winter
Boles, Skylar	JV Girls Tennis	Chico High	Fall
Boles, Skylar	Varsity Boys Tennis	Chico High	Spring
Bruchler, Kirk	Varsity Boys Basketball	Chico High	Winter
Burton, Beth	JV Assistant Boys Track	Pleasant Valley	Spring
Busick, Robert	JV Girls Soccer	Chico High	Winter
Carlisle, Anthony	Varsity Girls Basketball	Pleasant Valley	Winter
Carlsen, Kyle	Freshman Assistant Football	Pleasant Valley	Fall
Carr, Jeff	JV Football	Pleasant Valley	Fall
Carriere, Luke	JV Baseball	Pleasant Valley	Spring
Carton, Robert	JV Assistant Football	Chico High	Fall
Carton, Robert	Varsity Baseball	Chico High	Spring
Chandler, Kelley	Freshman Girls Basketball	Chico High	Winter
Colwes, Curtis	JV Football	Chico High	Fall
Cooke, Brad	Varsity Ski/Snowboard	Chico High	Winter
Cooley, Mark	Varsity Football	Pleasant Valley	Fall
Crawford, David	Varsity Boys Golf	Pleasant Valley	Spring
Dailey, Kyle	Varsity Boys Volleyball	Chico High	Spring
Doyle, Patrick	Freshman Assistant Football	Chico High	Fall
Drews, Gary	Freshman Girls Basketball	Pleasant Valley	Winter
Edson, Dale	Varsity Girls Track	Chico High	Spring
Ehrhart, Dene	Varsity Swim	Chico High	Fall
Farrell, Aaron	JV Girls Basketball	Pleasant Valley	Winter
Fegley, Thomas	Varsity Girls Golf	Pleasant Valley	Fall
Feingold, Scott	Varsity Girls Tennis	Pleasant Valley	Fall
Feingold, Scott	JV Boys Basketball	Pleasant Valley	Winter
Fichter, Courtney	Freshman Volleyball	Chico High	Fall
Flenner, Ryan	Varsity Boys Soccer	Chico High	Winter
Flory, Bill	Varsity Hockey	Pleasant Valley	Fall
Flory, Bill	Varsity Girls Track	Pleasant Valley	Spring
Ford, Greg	Varsity Boys Tennis	Pleasant Valley	Spring

Certificated Human Resources – August 21, 2013 (Continued)

Girt, Kevin	Varsity Cross Country	Chico High	Fall
Girt, Kevin	JV Boys Track	Chico High	Spring
Haley, Bill	Freshman Assistant Football	Pleasant Valley	Fall
Hughes, Emily	Varsity Assistant Swim	Chico High	Fall
Jackson, Pam	JV Girls Track	Pleasant Valley	Spring
Jackson, Sterling	Varsity Boys Track	Pleasant Valley	Spring
Johnson, Chuck	Varsity Girls Volleyball	Chico High	Fall
Juanarena, Jenna	Varsity Assistant Boys Track	Pleasant Valley	Spring
Keating, Tim	Varsity Boys Basketball	Pleasant Valley	Winter
Kemp, Rich	JV Assistant Football	Chico High	Fall
Kemp, Rich	Varsity Boys Track	Chico High	Spring
Keyawa, Deanna	JV Hockey	Chico High	Fall
Lema, Erik	JV Baseball	Chico High	Spring
Lockhart, Christine	Varsity Swim	Pleasant Valley	Fall
Martin, Carissa	JV Girls Tennis	Pleasant Valley	Fall
Mathews, Jordan	JV Wrestling	Chico High	Winter
Miller, Michael	Varsity Assistant Football	Chico High	Fall
Mitchell, John	Varsity Girls Volleyball	Pleasant Valley	Fall
Mitchell, John	Varsity Boys Volleyball	Pleasant Valley	Spring
Mojica, Gilberto	Varsity Assistant Football	Pleasant Valley	Fall
Morris, Joe	Freshman Football	Pleasant Valley	Fall
Morris, Joe	JV Softball	Pleasant Valley	Spring
Oberlander, Steve	JV Assistant Boys Track	Chico High	Spring
Olsen, Gayle	Varsity Cross Country	Pleasant Valley	Fall
Ordorica, Christina	JV Volleyball	Chico High	Fall
Parker, Sarah	Varsity Girls Soccer	Chico High	Winter
Pollak, Darcy	Varsity Hockey	Chico High	Fall
Quist, Robert	Varsity Assistant Boys Track	Chico High	Spring
Reyna, Sal	JV Softball	Chico High	Spring
Rollins, Keith	Varsity Wrestling	Chico High	Winter
Ross, Carli	JV Girls Volleyball	Pleasant Valley	Fall
Salado, Randi	Varsity Girls Golf	Chico High	Fall
Salado, Randi	Varsity Softball	Chico High	Spring
Seibert, Chris	Freshman Boys Basketball	Pleasant Valley	Winter
Sheley, Chuck	Varsity Assistant Girls Track	Chico High	Spring
Silva, Brett	Varsity Girls Soccer	Pleasant Valley	Winter
Simmons, Abe	JV Boys Basketball	Chico High	Winter
Souza, Ron	Varsity Assistant Football	Pleasant Valley	Fall
Stanley, Kristi	JV Boys Track	Pleasant Valley	Spring
Stein, Randy	Varsity Ski/Snowboard	Pleasant Valley	Winter
Stephens, Paul	JV Cross Country	Chico High	Fall

8.4.1.

Page 4 of 5

Tallerico, Tony	Varsity Softball	Pleasant Valley	Spring
Valdez, John	Varsity Wrestling	Pleasant Valley	Winter
Volk, Stefanie	JV Hockey	Pleasant Valley	Fall
Volk, Stefanie	JV Girls Soccer	Pleasant Valley	Winter
Vought, Michael	JV Cross Country	Pleasant Valley	Fall
Vought, Michael	Varsity Boys Soccer	Pleasant Valley	Winter
Williams-Dunnill, Megan	Varsity Assistant Cross Country	Pleasant Valley	Fall
Wisdom, Kevin	Varsity Assistant Football	Chico High	Fall
Yartz, Darren	JV Wrestling	Pleasant Valley	Winter
Yost-Bremm, Jesse	JV Assistant Football	Pleasant Valley	Fall

CHICO UNIFIED SCHOOL DISTRICT
1163 E. 7th STREET
CHICO, CA 95928-5999

8.4.2.
Page 1 of 3

DATE: AUGUST 21, 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				
Aldred, Jill	Cafeteria Satellite Manager/Shasta/7.0	8/16/2013	Existing Position/347/Nutrition/5310	29401.72
Baruch, Colby	IPS-Healthcare/Neal Dow/6.0	8/19/2013	New Position/382/Special Ed/6500	25886.52
Bell-Corona, Denise	Cafeteria Satellite Manager/Rosedale/8.0	8/16/2013	Vacated Position/365/Nutrition/5310	33444.40
Bolduc, Stephanie	Cafeteria Assistant/BJHS/2.0	8/19/2013	Vacated Position/299/Nutrition/5310	7674.16
Brown, Deborah	LT Cafeteria Cook Manager 1/CHS/8.0	8/16/2013-10/30/2013	During absence of incumbent/366/Nutrition/5310	18851.60
Cinquini, Angeline	IPS- Healthcare/Chapman/6.0	8/19/2013	New Position/378/Special Ed/6500	25886.52
Coffey, Dorothy	Cafeteria Assistant/Shasta/2.0	8/19/2013	New Position/348/Nutrition/5310	7674.16
Deir, Michael	LT Computer Technician/Info Tech/8.0	7/8/2013-1/7/2014	During absence of incumbent/General/0000	29959.68
Dorghalli, Aftonia	IPS- Healthcare/Wildflower/3.5	8/28/2013	New Position/353/Special Ed/6500	14633.02
Esquerra, Cynthia	Cafeteria Assistant/CJHS/4.0	8/19/2013	Existing Position/349/Nutrition/5310	15348.20
Farrell, Tami	Sr Office Assistant/PVHS/8.0	8/5/2013	Vacated Position/293/General/0000	36738.00
Feingold, Rod	IPS-Classroom/CHS/3.0	8/19/2013	Vacated Position/14/Special Ed/6500	12103.20
Feingold, Rod	IPS-Classroom/CHS/3.5	8/19/2013	Vacated Position/15/Special Ed/6500	14813.06
Folven, Lori	Cafeteria Assistant/CHS/2.0	8/19/2013	Vacated Position/248/Nutrition/5310	7674.16
Imhoff, Lori	IPS-Healthcare/Citrus/6.0	8/19/2013	Vacated Position/354/Special Ed/6500	25886.52
Inserra, Mary	IA-Special Education/AFC/5.0	8/19/2013	Vacated Position/339/Special Ed/6500	20172.08
Jaramillo, Timothy	IA-Special Education/PVHS/6.5	8/19/2013	Vacated Position/303/Special Ed/6500	28596.26
Johnson, Payton	Computer Technician/Info Tech/8.0	7/30/2013	New Position/323/General/0000	46894.80
Kilbourne, Dave	Parent Library Aide- Restr/CHS/3.0	8/19/2013	Vacated Position/351/Categorical/7090	9426.27

LaMusga, Elizabeth	Campus Supervisor/MJHS/2.0	8/19/2013	Vacated Position/301/General/0000	7698.08
LeDonne, Tanya	Health Assistant/FVHS/3.4	8/15/2013	Vacated Position/337/General/1100	13206.59
Mansfield, Mary	Health Assistant/Sierra View/5.4	8/15/2013	Existing Position/338/General/1100	21301.19
Matz, Elizabeth	Office Assistant Elementary Attendance/Emma Wilson/6.0	8/15/2013	Vacated Position/352/General/0000	27121.08
Meline, Caitlin	IPS-Classroom/Chapman/3.0	8/19/2013	New Position/377/Special Ed/6500	12103.20
Molina, Teri	LT Nutrition Services Area Coordinator/Nutrition/6.5	7/1/2013-8/2/2013	Summer Feeding/1/Nutrition/5310	12195.84
Morales-Miller, Sandra	IPS-Healthcare/Loma Vista/6.0	8/19/2013	New Position/385/Special Ed/6500	25886.52
Myers, Kayla	IPS-Classroom/Neal Dow/6.0	8/19/2013	Vacated Position/340/Special Ed/6500	25886.52
O'Brien, Casey	Campus Supervisor/BJHS/1.5	8/19/2013	Vacated Position/355/General/0000	6466.20
Phelps, Amanda	IA-Special Education/Parkview/5.0	8/19/2013	New Position/245/Special Ed/6500	20172.08
Poe, C. Renee	LT Cafeteria Satellite Manager/Emma Wilson/6.9	8/16/2013-9/30/2013	During absence of incumbent/4/Nutrition/5310	14147.76
Polito, Julie	Parent Science Aide-Restr/CHS/3.5	8/19/2013	Vacated Position/350/Categorical/7090	11689.98
Rippon-Watson, Kerry	IPS-Classroom/Emma Wilson/2.5	8/19/2013	New Position/381/Special Ed/6500	10778.62
Rosales Garcia, Edgar	Baker Assistant/Bakery/4.0	8/16/2013	New Position/292/Nutrition/0000	15832.00
Willman, Richard	Campus Supervisor/BJHS/1.0	8/19/2013	Vacated Position/356/General/0000	3849.04
Re-employment				
Jenkins, Scott	IA-Special Education/Blue Oak/6.0	8/19/2013	Vacated Position/3/Special Ed/6500	25886.52
Ledesma, Marisol	LT IA-Bilingual/CJHS/1.0	8/19/2013-1/10/2014	During absence of incumbent/372/Categorical/7090	2694.78
Ledesma, Marisol	LT IA-Bilingual/CJHS/4.0	8/19/2013-1/10/2014	During absence of incumbent/372/Categorical/7090	10779.00
Reinstatement				
Baruch, Colby	IPS-Healthcare/Loma Vista/4.0	8/19/2013	Vacated Position/330/Special Ed/6500	16137.64
Promotion				
Vincent, John	Information Systems Analyst/Info Tech/8.0	7/10/2013	New Position/284/General/0000	60768.40
Leaves of Absence				
LuAllen, Terrie	Cafeteria Satellite Manager/Emma Wilson/6.9	7/1/2013-9/30/2013	Per CBA 5.1	
Resignations/Terminations				
Dickson, Christina	IPS-Healthcare/Loma Vista/6.0	7/12/2013	Voluntary Resignation	

Hunter, Katie	IA-Special Education/BJHS/3.5	7/12/2013	Voluntary Resignation
Saylor, Lisa	IA-Special Education/MJHS/6.5	6/6/2013	Voluntary Resignation
Scammon, Marguerite	IPS-Classroom/CHS/3.5 & 3.0	6/30/2013	PERS Retirement
Wrona, Dianne	Sr Library Media Assistant/CHS/8.0	6/14/2013	PERS Retirement

Resigned Only This Position

Aldred, Jill	Cafeteria Satellite Manager/Shasta/6.5	8/15/2013	Increase in Hours
Baruch, Colby	IPS-Healthcare/Loma Vista/4.0	8/18/2013	Increase in Hours
Bell-Corona, Denise	Cafeteria Satellite Manager/Citrus/7.5	8/15/2013	Increase in Hours
Cinquini, Angeline	IPS-Healthcare/Neal Dow/4.0	8/18/2013	Increase in Hours
Dorghalli, Aftonia	IPS-Classroom/Marigold/2.0	8/27/2013	Increase in Hours
Esquerra, Cynthia	Cafeteria Assistant/CJHS/3.9	8/18/2013	Increase in Hours
Feingold, Rod	IPS-Classroom/CHS/5.5	8/18/2013	Voluntary Resignation
Imhoff, Lori	IPS- Healthcare/Wildflower/3.0	8/18/2013	Increase in Hours
Inserra, Mary	IA-Bilingual/Rosedale/2.0 & 1.5	8/18/2013	Voluntary Demotion
Jaramillo, Timothy	IA-Special Education/PVHS/5.0	8/18/2013	Increase in Hours
Jenkins, Scott	IA-Special Education/Blue Oak/5.5	8/18/2013	Re-employment
Mansfield, Mary	Health Assistant/Sierra View/4.0	8/14/2013	Increase in Hours
Mansfield, Mary	Transportation Special Ed Aide/Transportation/2.5	8/14/2013	Voluntary Resignation
Matz, Elizabeth	Office Assistant Elementary Attendance/Citrus/4.0	8/14/2013	Increase in Hours
Morales-Miller, Sandra	IPS-Healthcare/Marigold/4.0	8/18/2013	Increase in Hours
Myers, Kayla	IPS- Classroom/McManus/5.0	8/18/2013	Increase in Hours
O'Brien, Casey	Campus Supervisor/CJHS/1.0	8/18/2013	Increase in Hours
Vincent, John	Network Analyst/Info Tech/8.0	7/9/2013	Promotion

AGENDA ITEM: Educational Services Review of Summer Programs and Opening of School Update

Prepared by: Education Services Staff

☐ Consent

Board Date August 21, 2013

☒ Information Only

☐ Discussion/Action

Background Information:

District staff will provide the Board with information regarding the various programs provided during the summer months as well as information about the first three days of the 2013-14 school year.

Educational Implications:

This item addresses the following goals adopted by the Board for the 2013-14 school year:

- To provide every student with the opportunity to attain increasing levels of individual achievement that prepare them for success in the 21st Century
- To provide a safe, healthy, and engaging environment for learning to take place
- To build effective partnerships with our constituents

Fiscal Implications:

None

AGENDA ITEM: Educational Services Proposals for Local Control Budget

Prepared by: Educational Services

☐ Consent

Board Date August 21, 2013

☐ Information Only

☒ Discussion/Action

Background Information

The shift to the Local Control Funding Formula enacts the move of once restricted Categorical funds into the unrestricted General Fund budget. The trend started when Tier III flexibility became a reality in the 2007-2008 school year. At that time, Chico, like most districts, had to move the flexible Tier III funds into the General Fund to offset the state's budget cuts. The CUD Board has voted to keep those funds in the General Fund every year since 2007-2008. Several of the Categorical programs supported by those funds continue to be supported by the General Fund.

The new Local Control Funding Formula will move most of the remaining Categorical Funds into the General Fund. These funds provide valuable support to students at every school site.

Educational Implications

Educational Services staff met with all principals to develop a plan to maintain the valuable programs that had previously been supported by Categorical Funds. The result of these meetings is the list of recommended educational programs which would be funded from the General Fund per approval by the Board of Education.

Fiscal Implications

Programs and staff once funded by Categorical Funds would impact the General Funds if the recommendations are approved.

Recommended General Fund Expenditures

Programs	Gen Fund
AFC	\$260,000
CAL Safe (Teen Parenting)	\$91,000
Safe Schools	\$100,000
IMFRP (Textbooks)	\$700,000
PAR	\$4,000
Intervention/Enrichment	\$1,450,000
Elementary Opportunity Program	\$160,000
Early Mental Health Initiative	\$284,632
Maintain Current Computer Techs (4)	\$220,000
Current General Fund Commitment	\$3,269,632
Proposed Programs for Board Consideration	
Elementary Counseling Program	\$500,000
Increase Computer Techs (14)	\$462,000
Costs for Additional Proposed Programs	\$962,000
Projected General Fund Expenses Total	\$4,231,632

AGENDA ITEM: Business Services Review of Summer Programs and Opening of School Update

Prepared by: Kevin Bultema, Assistant Superintendent

☐ Consent

Board Date August 21, 2013

☒ Information Only

☐ Discussion/Action

Background Information

Summer is a very busy time for the educational support staff at CUSD. This time when classes are not in session allows for more extensive maintenance and cleaning projects. The pace of construction and modernization projects picks up. More extensive maintenance and cleaning of our buses and transportation vehicles occur. We also continue to run nutrition services for our summer school programs and make preparations for the start of a new school year. Our fiscal year ends June 30 so the summer is also a time when we begin closing our books from the prior year and begin adjusting budgets for the current year. A brief report on Business Services summer activities will be presented to the board.

Educational Implications

Business Services supports the success of every student and staff member at CUSD with clean, safe facilities, transportation services, and financial support services.

Fiscal Implications

N/A

AGENDA ITEM: Resolution No. 1228-13, Canyon View High School Final Environmental Impact Report Draft Addendum

Prepared by: Michael Weissenborn, Director Facilities & Construction

☐ Consent

Board Date August 21, 2013

☐ Information Only

☒ Discussion/Action

Background Information

The Canyon View High School Project Final Environmental Impact Report (FEIR) (SCH#2001102057) was certified on August 7, 2002. This Addendum to the Canyon View School Project was prepared in accordance with California Environmental Quality Act (CEQA) guidelines section 15164. The draft Addendum updates the 2002 FEIR. The purpose of this draft addendum is to provide environmental review of the updated regulatory permitting and compliance documents from the U.S. Army Corps of Engineers (USACE) and U.S. Fish and Wildlife Service (USFWS) and mitigation approach in order to achieve consistency with overall environmental impact analysis. As a result of options available for mitigation measures and regulatory requirements, minor changes to the mitigation measures have been made. This Addendum addresses the environmental impact of the changes in mitigation options and regulatory permitting requirements.

CUSD staff found that the significant effects of the project have been analyzed adequately in the FEIR and have been avoided, minimized, or mitigated pursuant to the FEIR and through clarifications identified in this Addendum. No new information of substantial importance has become available since the FEIR was prepared. Therefore, the proposed project is adequately addressed in the FEIR and the Addendum to the FEIR.

Educational Implications

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

Fiscal Implications

None

RESOLUTION NO. 1228-13

**RESOLUTION OF THE BOARD OF EDUCATION OF THE CHICO UNIFIED SCHOOL DISTRICT ADOPTING AN
ADDENDUM TO THE FINAL ENVIRONMENTAL IMPACT REPORT (FEIR) FOR THE CANYON VIEW HIGH
SCHOOL PROJECT (SCH#2001102057)**

WHEREAS, on August 7, 2002, the Chico Unified School District (the "District") certified the FEIR for the Canyon View High School Project and approved the project;

WHEREAS, since the certification of the FEIR, there have been modifications made to the regulatory permitting and compliance documents from the U.S. Army Corps of Engineers (USACE) and the U.S. Fish and Wildlife (USFWS) including new mitigation options for the project;

WHEREAS, these mitigation options would result in no new physical impacts and is consistent with the intent of the original mitigation for the Canyon View High School Project FEIR.;

WHEREAS, the FEIR's Biological Resources Mitigation Measures for impacts to Swainson's hawk foraging habitat assumed presence of active Swainson's hawk nests within 10 miles of the Canyon View High School Project;

WHEREAS, in the time since the mitigation measures were written and the FEIR certified, the status of active Swainson's hawk nests within 10 miles of the proposed project has changed;

WHEREAS, the California Environmental Quality Act (CEQA) Guidelines, Section 15164 provides for the preparation of an Addendum to a previously certified FEIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR have occurred;

WHEREAS, in light of these minor regulatory and new mitigation options, the District has prepared an Addendum to the FEIR ("Addendum") pursuant to CEQA Guidelines section 15164 to evaluate whether these changes result in new significant impacts beyond those already identified and mitigated in the FEIR or result in substantially more severe impacts than disclosed in the FEIR; and

WHEREAS, the Addendum prepared by District environmental consultants and staff concludes that, "the significant effects of the project have been analyzed adequately in the FEIR and have been avoided, minimized, or mitigated pursuant to the FEIR and through clarifications identified in this Addendum, and that none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR have occurred. Therefore, District staff has determined that the potential impacts to all environmental issue areas as evaluated under the FEIR analysis would be reduced or remain the same from those previously anticipated in the FEIR".

NOW, THEREFORE, the Board of Education of the Chico Unified School District does hereby resolve, determine and order as follows:

1. The Board approves the Addendum in the form presented at the meeting.
2. The Board has reviewed and considered the Addendum in light of the 2002 FEIR.

3. In accordance with Public Resources Code section 21166 and CEQA Guidelines section 15162, and based on the FEIR and Addendum, the Board finds and determines as follows:
 - a. The potential environmental effects of the Project have been analyzed, considered and mitigated through the FEIR.
 - b. In the Addendum, the District has evaluated and considered the changes in the regulatory documents and mitigation opportunities as compared with the Project approved in 2002. The regulatory setting changes, mitigation options, and Project changes analyzed in the Addendum do not involve new significant environmental effects or a substantial increase in the severity of previously identified significant effects, and the changes with respect to the Project environment do not involve new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
 - c. The District is not aware of any other new information of substantial importance that discloses that the Project will have other or more severe significant environmental effects no previously discussed or that previously rejected or other mitigation measures or alternatives are now feasible and effective.
 - d. Therefore, the FEIR remains adequate and no subsequent EIR or further CEQA environmental analysis is required for the project.
4. The Board authorizes and directs District Staff to prepare and file a CEQA Notice of Determination reflecting this determination.

APPROVED, PASSED AND ADOPTED by the Board of Education of the Chico Unified School District on this 21st day of August 2013 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Board President

Date



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innovation, science & solutions

**Addendum to the
Canyon View High School Project
Environmental Impact Report
(SCH#2001102057)**

117 Meyers Street, Suite 120 • Chico CA 95928 • (530) 332-9909



gallawayenterprises.com

INTRODUCTION

The Canyon View High School Project Final Environmental Impact Report (SCH# 2001102057) was certified on August 7th, 2002. This Addendum to the Canyon View High School Project has been prepared in accordance with the California Environmental Quality Act (CEQA) guidelines section 15164. The draft Addendum updates the 2002 FEIR. The purpose of this draft addendum is to provide environmental review of the updated regulatory permitting and compliance documents from the U.S. Army Corps of Engineers (USACE) and U.S. Fish and Wildlife Service (USFWS) and mitigation approach in order to achieve consistency with the overall environmental impact analysis. As a result of options available for mitigation measures and regulatory requirements minor changes to the mitigation measures have been made. This Addendum addresses the environmental impact of the project changes.

This draft Addendum is the result of an evaluation of the proposed project in relation to the previously prepared and certified FEIR. The evaluation, contained in the addendum, determined that the proposed project does not contain changes and/or additional details that warrant a Subsequent or Supplemental EIR as described in Section 15162 and 15163 of the CEQA Guidelines. Upon completion of the Addendum, the Chico Unified School District has determined on the basis of substantial evidence in the light of the whole record that the proposed project does not trigger additional CEQA review.

REQUIREMENTS FOR PREPRATION OF AN ADDENDUM

The California Environmental Quality Act (CEQA, Section 15164 provides for the preparation of an Addendum to a previously certified EIR. Section 15164(a) states: "The lead agency....shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR have occurred."

Section 15162(a) of the CEQA Guidelines requires preparation of a subsequent EIR under the following circumstances:

"(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

Addendum to the Canyon View High School EIR

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.”

If none of the aforementioned conditions have been met and staff finds that none has been met, preparation of a Subsequent or Supplemental EIR is not required. Rather, the Lead Agency may:

- Decide that no further environmental documentation is necessary; or,
- Require that an Addendum be prepared.

As discussed in the analysis, none of the provisions of Section 15162 apply to the proposed change; therefore, an Addendum (rather than a Subsequent EIR) has been prepared. Specifically, there are no new significant effects or substantial increases in the severity of previously identified effects; no changes to the circumstances under which the project is undertaken; and no new information of substantial importance. Based on the scope of the proposed project biological resource mitigation changes, CUSD decided to prepare this Addendum to properly address potential impacts associated with the Canyon View High School Project EIR. All publically circulated documents are available for review at CUSD's District Office at 1163 East Seventh Street, Chico, CA 95928-5999. Pursuant to CEQA (Section 15164(c)), “an addendum need not be circulated for public review but can be included in, or attached to the final EIR or adopted negative declaration.”

PRIOR ENVIRONMENTAL REVIEW

The Notice of Preparation was released on October 10, 2001 for public review of the project involves constructing and operating a high school serving 1,600-2,000 students in grades 9-12 and employing 100-120 staff members. The high school is proposed for development on one of four potential sites in the southeastern portion of Chico. The proposed project would include classrooms, administrative buildings, ball fields, basketball courts, a football stadium, and on-site parking, to be constructed on a 50-acre or larger high school site. A Draft EIR was released on June 13th, 2002 for a 45-day agency and public comment period. The Chico Unified School District Board of Education adopted Statements of Overriding Considerations in regard to those impacts. The FEIR also identified significant impacts that could be mitigated. The Overriding Considerations and Mitigation Measure adopted for the previously approved project on August 8, 2002, will apply to this project with the exception of changes detailed in the following paragraphs. CUSD placed public notices in the local newspaper (ChicoER) and sent notices to landowners within 500 feet of the project for the previously approved project.

CHANGES TO THE PROJECT

The current proposal involves minor changes to the project that were not previously evaluated in the certified EIR, but are not anticipated to generate new environmental impacts because:

- No new or increased effects to significant impacts would be triggered by project changes or project circumstances;
- No new information of substantial importance has changed the effects determination or the feasibility of mitigation measures; and, No new feasible mitigation has been rejected by CUSD.

A list of the applicable changes consistent with CEQA Guidelines Section 15164 can be found below:

Revision 1:

Change Biological Resources Mitigation Measure for wetland impacts to allow for a fourth option; the purchase of preservation credits from the Service-approved Meriam Park Preserve or the purchase of mitigation bank credits from the Service-approved Sycamore Creek Conservation Bank, in addition to the existing options of payment into an in-lieu fee program, purchasing of-site mitigation property or a combination of the two.

The final EIR required CUSD to implement the following mitigation measures to address impacts to wetlands:

Mitigation Measure 5-3 Compensate for the Impacts on Waters of the United States and Habitat for Special –Status Species

The purchase of credits at a mitigation bank is not an option for this project because there are no vernal pool mitigation banks approved for use in the Chico area. The following three options have been identified by CUSD's permitting consultant (Ginger Fodge, Gibson & Skordal) as the most feasible alternatives for mitigation for impacts on waters of the United States and associated habitat for special-status species.

Option 1: Payment into in-lieu fee program

Under this option, payment would be made to a mitigation fund administered by the USFWS, with the funds earmarked for the acquisition and preservation of vernal pool and Butte County meadowfoam habitat in the Chico area. The payment amount would be determined by designating specific ratios required to mitigate for impacts to wetlands, federally listed invertebrates and Butte county meadowfoam, and then multiplying the acreage of mitigation required by a price-per-acre cost.

While specific mitigation ratios have not been negotiated with the USFWS for the Canyon View High School Project, typical mitigation ratios for vernal pool habitat impacts (when credits are purchased at a mitigation bank) are 3 acres preserved and/or restored for every acre of habitat indirectly impacted. It is assumed that this same mitigation ration

would be required under an in-lieu fee agreement for the Canyon View High School Project.

The fee required to mitigate for impacts on Butte County meadowfoam would have to be negotiated with USFWS, since there is no precedent for the purchase of credits to mitigate for Butte County meadowfoam impacts. The specific mitigation ratios and cost per acre of credit likely will be dependent on the specific property or properties identified as the candidate purchase site(s).

Option 2: Purchase of Off-Site Mitigation Property

A second option for mitigation is the purchase of another property containing vernal pools, federally listed invertebrates, and Butte County meadowfoam at a quantity sufficient to meet the mitigation ratios established by the USFWS. The mitigation site must be of a sufficient size that the wetland, listed invertebrate, and Butte County meadowfoam habitat can be sustained over time. Based on the Requirements typically places on mitigation sites, the property would have to be preserved in perpetuity through establishment of a conservation easement or other similar restrictions. Funding would have to be established to provide for long-term maintenance and management of the site, and an entity responsible for management of the site must be designated. A management plan for the site would also be required.

Option 3: Combination of Mitigation Property Purchase and Payment of In-Lieu Fee.

A third option would be a combination of the two options described above. This may need to occur if an off-site mitigation area is established that cannot meet the mitigation ratios required by the USFWS. For example, the District could purchase additional lands containing Butte County meadowfoam in sufficient quantity to mitigate for Butte County meadowfoam at the ratios established by the USFWS. If that property did not contain enough wetland acreage to fully mitigate vernal pool impacts, a fee in-lieu payment could be made to the USFWS to make up the difference.

The reverse could be done if a mitigation property was purchased that contained sufficient wetland acreage but lacked Butte County meadowfoam at a quality to satisfy the mitigation ration established by the USFWS.

In the time since the mitigation measures were written and the FEIR certified, preserves and mitigation banks have been established in the service area of the proposed project. As a result the revised Mitigation Measure 5-3 would be addressed as follows:

Mitigation Measure 5-3 Compensate for the Impacts on Waters of the United States and Habitat for Special –Status Species

~~The purchase of credits at a mitigation bank is not an option for this project because there are no vernal pool mitigation banks approved for use in the Chico area. The~~

following three options have been identified by CUSD's permitting consultant (~~Ginger Fodge, Gibson & Skordal~~) as the most feasible alternatives for mitigation for impacts on waters of the United States and associated habitat for special-status species.

Option 1: Payment into in-lieu fee program

Under this option, payment would be made to a mitigation fund administered by the USFWS, with the funds earmarked for the acquisition and preservation of vernal pool and Butte County meadowfoam habitat in the Chico area. The payment amount would be determined by designating specific ratios required to mitigate for impacts to wetlands, federally listed invertebrates and Butte county meadowfoam, and then multiplying the acreage of mitigation required by a price-per-acre cost.

While specific mitigation ratios have not been negotiated with the USFWS for the Canyon View High School Project, typical mitigation ratios for vernal pool habitat impacts (when credits are purchased at a mitigation bank) are 3 acres preserved and/or restored for every acre of habitat indirectly impacted. It is assumed that this same mitigation ration would be required under an in-lieu fee agreement for the Canyon View High School Project.

The fee required to mitigate for impacts on Butte County meadowfoam would have to be negotiated with USFWS, since there is no precedent for the purchase of credits to mitigate for Butte County meadowfoam impacts. The specific mitigation ratios and cost per acre of credit likely will be dependent on the specific property or properties identified as the candidate purchase site(s).

Option 2: Purchase of Off-Site Mitigation Property

A second option for mitigation is the purchase of another property containing vernal pools, federally listed invertebrates, and Butte County meadowfoam at a quantity sufficient to meet the mitigation ratios established by the USFWS. The mitigation site must be of a sufficient size that the wetland, listed invertebrate, and Butte County meadowfoam habitat can be sustained over time. Based on the Requirements typically places on mitigation sites, the property would have to be preserved in perpetuity through establishment of a conservation easement or other similar restrictions. Funding would have to be established to provide for long-term maintenance and management of the site, and an entity responsible for management of the site must be designated. A management plan for the site would also be required.

Option 3: Combination of Mitigation Property Purchase and Payment of In-Lieu Fee.

A third option would be a combination of the two options described above. This may need to occur if an off-site mitigation area is established that cannot meet the mitigation ratios required by the USFWS. For example, the District could purchase additional lands

containing Butte County meadowfoam in sufficient quantity to mitigate for Butte County meadowfoam at the ratios established by the USFWS. If that property did not contain enough wetland acreage to fully mitigate vernal pool impacts, a fee in-lieu payment could be made to the USFWS to make up the difference.

The reverse could be done if a mitigation property was purchased that contained sufficient wetland acreage but lacked Butte County meadowfoam at a quality to satisfy the mitigation ration established by the USFWS.

Option 4: Purchase of Mitigation and/or Preservation Credits from a Mitigation Bank and/or Preserve.

To mitigate for the loss of 1.35 acres of waters of the United States, including wetlands, the project proponent shall purchase 0.33 credits of created intermittent drainage/riverine habitat, 0.37 credits of created vernal pool, and 0.65 credits of created seasonal wetland at a USACE approved mitigation bank. The selected mitigation bank shall include the area of the permitted project within its service area. Evidence of this purchase shall be provided to the USACE Sacramento Office prior to initiation of construction activities within waters of the U.S.

To mitigate for the loss of 0.05 acres Butte County meadowfoam (BCM), the project proponent shall compensate for the loss of habitat through one of two proposed methods:

- Purchasing the remainder of the surplus meadowfoam preservation credits available from the Service-approved Meriam Park Preserve. Currently , the remaining balance of surplus meadowfoam credits available as noted in the Meriam Park biological opinion (81420-2008-F-1070-R002) is 1.23 acres, or;
- Purchasing 1 acre of meadowfoam preservation credits from the Service Approved Sycamore Creek Conservation Bank.

The revised mitigation measure would result in no new physical impacts and is consistent with both the intent of the original mitigation for the Canyon View High School Project FEIR. In order to allow for future adaptability to the ever changing options for mitigation, the existing mitigation options will be retained. Therefore the inclusion of the new mitigation option #4 results in an improved range of options and mitigation approach from a regional biological resource integrity perspective and would not result in any new or increase significant impacts.

Revision 2:

Change Biological Resources Mitigation Measure for impacts to Swainson's hawk foraging habitat to reflect the current status of active Swainson's hawk nests within 10 miles of the Canyon View High School Project.

The final EIR required CUSD to implement the following mitigation measures to address impacts to Swainson's hawk foraging habitat:

Mitigation Measure 5-4: Implement the DFG Guidelines for Swainson's Hawk Mitigation

The "Staff Report Regarding Mitigation for Impacts to Swainson's hawks in the Central Valley of California," published by DFG, recommends purchase of Habitat Management (HM) lands for each acre of urban development authorized, at a ratio determined by the distance to the nearest active nest. Because the nearest active nest is less than 5 miles but more than 1 mile from the four alternative sites, CUSD will purchase HM lands at a ratio of 0.75:1.

In the time since the mitigation measures were written and the FEIR certified, the status of active nests within 10 miles of the proposed project has changed. The "Staff Report Regarding Mitigation for Impacts to Swainson's hawks in the Central valley of California" published by DFG (CDFW) recommends purchase of Habitat Management (HM) lands for each acre of urban development authorized, at a ratio determined by the distance to the nearest active nest. Active nests are defined as those that are verified by the CDFW as active within the last 5 years using sources such as the California Natural Diversity Database (CNDDDB) and through consultation with CDFW biologists. The review of active nests indicated that proposed sites #10, #15, and #15A are not within 10 miles of an active nest and site #9 is within 10 miles of an active nest. As a result the revised Mitigation Measure 5-3 would be addressed as follows:

Mitigation Measure 5-4: Implement the DFG Guidelines for Swainson's Hawk Mitigation

The "Staff Report Regarding Mitigation for Impacts to Swainson's hawks in the Central Valley of California," published by DFG, recommends purchase of Habitat Management (HM) lands for each acre of urban development authorized, at a ratio determined by the distance to the nearest active nest. ~~Because the nearest active nest is less than 5 miles but more than 1 mile from the four alternative sites, CUSD will purchase HM lands at a ratio of 0.75:1.~~ Proposed sites #10, #15, and #15A are not within 10 miles of an active nest therefore no mitigation is required for impacts to Swainson's hawk foraging habitat. Site #9 is within 10 miles of an active nest, therefore if site #9 is developed as part of this project, CUSD will purchase HM lands at a ratio of 0.5:1.

ANALYSIS

CUSD staff found that the significant effects of the project have been analyzed adequately in the Final EIR and have been avoided, minimized, or mitigated pursuant to the Final EIR and through clarifications identified in this Addendum. Therefore, CUSD staff has determined that the potential impacts to all environmental issue areas as evaluated under the Final EIR analysis would be reduced or remain the same from this previously anticipated in the Final EIR.

Based on the environmental analysis contained in the Addendum to the Final EIR, none of the situations described in CEQA Sections 15162-15163 applies. Neither the proposed revisions nor the circumstances under which they are being undertaken would result in any new significant impacts not discussed in the Final EIR, or any substantial increase in the severity of impacts identified by the Final EIR. In addition, no new information of substantial importance has become available since the Final EIR was prepared regarding new significant impacts, or feasibility of mitigation measures or alternatives. Therefore, the proposed project is adequately addressed in the Final EIR and the Addendum to the Final EIR.

AGENDA ITEM: Human Resources Update on the Opening of the 2013/14 School Year

Prepared by: Bob Feaster, Assistant Superintendent – Human Resources

☐ Consent

Board Date August 21, 2013

☒ Information Only

☐ Discussion/Action

Background Information: The beginning of every school year brings about changes in personnel in both certificated and classified staffing. District staff will share with the Board and the public some of those changes with respect to the number of retirees, new staff hired and the recruitment, selection and training processes used to put staff in place to serve students.

AGENDA ITEM: Resolution 1224-13, To Allow Teachers with a Multiple Subject Credential to Teach a Specific Subject Below Grade 9 per Education Code 44256(b)

Prepared by: Bob Feaster, Assistant Superintendent Human Resources

☐ Consent

Board Date August 21, 2013

☐ Information Only

☒ Discussion/Action

Background Information

Per Education Code 44256(b): "The governing board of a school district by resolution may authorize the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class or group of students below grade 9 provided that the teacher has completed at least twelve semester units or six upper division or graduate units, of coursework at an accredited institution in each subject to be taught." The authorization shall be with the teacher's consent.

The following teachers have met the requirements within Education Code 44256(b) to teach in a departmentalized setting and have a teacher consent form on file:

Elizabeth Barrett, Elementary Fine Arts
Rick Cross, Elementary PE
Mary Crowlie, Elementary Fine Arts
Dave Dion, Elementary PE
Bonnie Parkin, Elementary Fine Arts
Cynthia Raitt-Zwald, Elementary Fine Arts
Roland Resendez, Elementary Fine Arts
Kirsten Southam, Elementary PE

Educational Implications

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

Fiscal Implications

Not applicable

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

**RESOLUTION NO. 1224-13
Education Code §44256 (b)**

WHEREAS, the following teachers hold a multiple subject or standard elementary teaching credential and have twelve semester units or six upper division or graduate semester units in the listed subject; and

WHEREAS, approval to teach a partial assignment in a departmentalized class below grade nine must be granted by resolution of the governing board of the district;

NOW, THEREFORE, BE IT RESOLVED that the following teachers are authorized to teach the single subject class listed in accordance with the terms of their credential:

Elizabeth Barrett, Elementary Fine Arts
Rick Cross, Elementary PE
Mary Crowlie, Elementary Fine Arts
Dave Dion, Elementary PE
Bonnie Parkin, Elementary Fine Arts
Cynthia Raitt-Zwald, Elementary Fine Arts
Roland Resendez, Elementary Fine Arts
Kirsten Southam, Elementary PE

PASSED AND ADOPTED by the Board of Trustees of the Chico Unified School District at its regular meeting held on **August 21, 2013**, by the following vote:

AYES:

NOES:

ABSENT:

President

AGENDA ITEM: Resolution 1225-13, To Allow A Credentialed Teacher to Teach Any Single Subject Class Based on Appropriate Coursework per Education Code 44263

Prepared by: Bob Feaster, Assistant Superintendent Human Resources

☐ Consent

Board Date August 21, 2013

☐ Information Only

☒ Discussion/Action

Background Information

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

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

Jason Alvistour, PE
Jason Becker, Spanish
Christina Fisher, Dance
Ryan Parker, History

Educational Implications

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

Fiscal Implications

Not applicable

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

**RESOLUTION NO. 1225-13
Education Code §44263**

WHEREAS, the following teachers are the holders of a valid teaching credential and have completed eighteen semester hours of course work or nine semester hours of upper division or graduate coursework in a single subject; and

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

NOW, THEREFORE, BE IT RESOLVED that the following teachers are authorized to teach the single subject class listed at the designated school in accordance with the terms of their respective credential:

Jason Alvistur to teach PE at Chico High School
Jason Becker to teach Spanish at Pleasant Valley High School
Christina Fisher to teach Dance at Pleasant Valley High School
Ryan Parker to teach History at Pleasant Valley High School

PASSED AND ADOPTED by the Board of Trustees of the Chico Unified School District at its regular meeting held **August 21, 2013**, by the following vote:

AYES:

NOES:

ABSENT:

President

AGENDA ITEM: Resolution 1226-13, To Allow Junior High Teachers with a Single Subject Credential to Teach Outside Their Credential Area Based on Appropriate Coursework per Education Code 44258.2

Prepared by: Bob Feaster, Assistant Superintendent Human Resources

☐ Consent

Board Date August 21, 2013

☐ Information Only

☒ Discussion/Action

Background Information

Per Education Code 44258.2: "The holder of a single subject teacher credential or a standard secondary teaching credential may, with his or her consent, be assigned by action of the local governing board to teach classes in grades 5 to 8, inclusive, in a middle school, if he or she has a minimum of 12 semester units, or six upper division or graduate units, of coursework at an accredited institution in the subject to which he or she is assigned."

The following credentialed teacher has met the requirements for authorization within Education Code 44258.2 to teach in a departmentalized classroom and has a teacher consent form on file:

Chase Redkey, English

Educational Implications

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

Fiscal Implications

Not applicable

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

**RESOLUTION NO. 1226-13
Education Code §44258.2**

WHEREAS, the following teacher holds a single subject or standard secondary teaching credential and has twelve semester units or six upper division or graduate semester units in the listed subject; and

WHEREAS, approval to teach a partial assignment in a departmentalized class in grades five to eight inclusive in a middle school must be granted by resolution of the governing board of the district;

NOW, THEREFORE, BE IT RESOLVED that the following teacher is authorized to teach the single subject class listed at the designated school in accordance with the terms of his credential:

Chase Redkey, English at Bidwell Jr. and Chico Jr. High Schools

PASSED AND ADOPTED by the Board of Trustees of the Chico Unified School District at its regular meeting held on **August 21, 2013**, by the following vote:

AYES:

NOES:

ABSENT:

President

AGENDA ITEM: Approval of a Variable Term Waiver Request for an Early Childhood Special Education Credential for Elizabeth Bilinsky, Adelle Harris and Sarah Valim

Prepared by: Bob Feaster, Assistant Superintendent Human Resources

☐ Consent

Board Date August 21, 2013

☐ Information Only

☒ Discussion/Action

Background Information

Request approval of a Variable Term Waiver Request for an Early Childhood Special Education Credential to cover the assignment of Certificated employees Elizabeth Bilinsky, Adelle Harris and Sarah Valim in the position of SDC-SH Preschool teacher for the 2013-14 school year beginning on August 15, 2013.

Educational Implications

Approval of this Variable Term Waiver Request will allow Elizabeth Bilinsky, Adelle Harris and Sarah Valim to teach while completing requirements for the Credential

Fiscal Implications

Not applicable



VARIABLE TERM WAIVER REQUEST (WV1 Form)

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

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

Social Security Number

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

Full Legal Name Bilinsky, Elizabeth

Last

First

Middle

Former Name(s) _____

Birth Date 11/22/19

Applicant's Mailing Address _____

Chico, CA 95973

Credential Needed for Waiver Ed Specialist: Early Childhood Special Education

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

Assignment SDC-SH Preschool Class

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

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

3. EDUCATION CODE OR TITLE 5 SECTION TO BE WAIVED

Specific section(s) covering the assignment: 44265

4. EFFECTIVE DATES

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

Effective Dates (mm/dd/yyyy): 8 / 15 / 2013 to 7 / 30 / 2014

Ending date of school term, track, or year: 6 / 5 / 2014

We would like her to be able to teach in the Extended Year Summer School Program which ends in July of 2014.

5. STATEWIDE HIGH INCIDENCE AREA WAIVER REQUESTS:

a. INDICATE THE HIGH INCIDENCE AREA FOR THE ASSIGNMENT

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

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

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

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

Other _____

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

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

Ms. Bilinsky has completed requirements leading to a Special Education Mild/Moderate Education Specialist Credential for student's ages 3 to 22 years of age. In addition she also has a clear Resource Specialist and Cross-cultural Language Acquisition and Development Certificates, Master's degree in Special Education, and Deaf/Hard of Hearing Rehabilitation Credential. The credential programs included coursework in early childhood development (California State University, Chico and Cal State Las Angeles), curriculum and instruction, behavioral management, and early childhood development. Her undergraduate and graduate training provided her coursework in early childhood development, childhood psychology, and curriculum and instruction. Her background has provided her experiences with a wide range of preschool students with disabilities. She has over 15 years of teaching in Special Education settings. Specific areas of training/professional development specific to working with preschool students includes: picture exchange communication systems, behavior training (BSP), Evidence Based Practice training for students on the autism spectrum, sign language skills, curriculum and instruction. Her professional preparation including her undergraduate/ graduate work, public school teaching experiences in Special Education and professional development are outstanding and meet the requirements to be an effective preschool teacher.

6. NON STATEWIDE LOW INCIDENCE AREA WAIVER REQUESTS:

a. INDICATE THE LOW INCIDENCE AREA FOR THE ASSIGNMENT

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

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

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

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

- ☐ Distributed job announcements
- ☐ Contacted IHE placement centers
- ☐ Internet (i.e. www.edjoin.org)

Optional recruitment methods:

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

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

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

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

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

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

d. PROVIDE THE SPECIFIC EMPLOYMENT CRITERIA FOR THE POSITION

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

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

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

7. REQUIREMENTS AND TARGET COMPLETION DATES FOR REACHING CREDENTIAL GOAL

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

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

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

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

Name Jeana Peyton Position SDC-SH Preschool Teacher

9. SUBSEQUENT WAIVER REQUESTS

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

10. IS THIS EMPLOYING AGENCY GEOGRAPHICALLY ISOLATED?

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

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

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

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

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

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

You must disclose misconduct, even if:

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



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

Do you understand:

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

☒ Yes

☐ No

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

State _____ Type of credential _____

a. Have you ever been:

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

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

☐ Yes

☒ No

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

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

You do not have to disclose:

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

12. PUBLIC NOTICE -- CHECK THE BOX THAT APPLIES



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

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

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

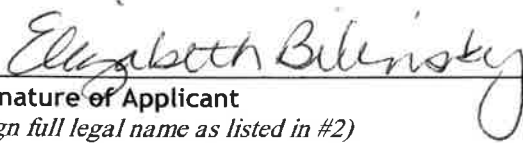
County Office of Education, State Agency, or Nonpublic, Nonsectarian School or Agency: Attached is a dated copy of the notice that was posted at least 72 hours before the position was filled showing the name of the applicant, the specific assignment including subject and grade level, and the fact that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

13. APPLICANT'S CERTIFICATION

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

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

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


Signature of Applicant
(Sign full legal name as listed in #2)

8/9/2013
Date

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

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

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

Signature: _____
Title: Assistant Superintendent, Human Resources
Date: August 22, 2013



VARIABLE TERM WAIVER REQUEST (WV1 Form)

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

1. EMPLOYING AGENCY (include mailing address)	County/District CDS Code	Contact Person:
NPS/NPA (list county code _____)		Telephone #:
		Email:

2. APPLICANT INFORMATION

Social Security Number

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

Full Legal Name Harris, Adelle B

Last

First

Middle

Former Name(s) _____ Birth Date 6/13/19

Applicant's Mailing Address _____

Credential Needed for Waiver Ed Specialist: Early Childhood Special Education

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

Assignment SDC-SH Preschool Class

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

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

3. EDUCATION CODE OR TITLE 5 SECTION TO BE WAIVED

Specific section(s) covering the assignment: 44265

4. EFFECTIVE DATES

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

Effective Dates (mm/dd/yyyy): 8 / 15 / 2013 to 7 / 30 / 2014

Ending date of school term, track, or year: 6 / 5 / 2014

We would like her to be able to teach in the Extended Year Summer School Program which ends in July of 2014.

5. STATEWIDE HIGH INCIDENCE AREA WAIVER REQUESTS:**a. INDICATE THE HIGH INCIDENCE AREA FOR THE ASSIGNMENT**

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

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

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

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

Other _____

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

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

Ms. Harris is working on the requirements leading to an Education Specialist Mild/Moderate credential. In addition, she also has a clear Single Subject Teaching Credential, BCLAD and a Bachelors of Arts. The credential program at National University includes coursework in early childhood development and childhood psychology. Her professional background has provided her experiences with a wide range of preschool students and disabilities. She has spent the last two year and a half years substituting as a preschool special day class teacher. She has extensive experience in preschool settings as an instructional aide. Specific areas of training/professional development in preschool settings include: classroom management, data collection/assessment, managing staff and collaboration with peers, Autism teaching practices, curriculum and instruction. She has an understanding of the following practices in preschool: picture exchange communication systems, behavior training (BSP), Evidence Based Practice training for students on the Autism Spectrum. Her professional preparation including undergraduate and graduate work, public school teaching experiences, and Special Education teacher experiences are outstanding and meet the requirements to be an effective preschool teacher.

6. NON STATEWIDE LOW INCIDENCE AREA WAIVER REQUESTS:

a. INDICATE THE LOW INCIDENCE AREA FOR THE ASSIGNMENT

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

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

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

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

- ☐ Distributed job announcements
- ☐ Contacted IHE placement centers
- ☐ Internet (i.e. www.edjoin.org)

Optional recruitment methods:

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

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

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

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

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

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

d. PROVIDE THE SPECIFIC EMPLOYMENT CRITERIA FOR THE POSITION

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

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

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

7. REQUIREMENTS AND TARGET COMPLETION DATES FOR REACHING CREDENTIAL GOAL

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

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

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

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

Name Jeana Peyton Position SDC-SH Preschool Teacher

9. SUBSEQUENT WAIVER REQUESTS

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

10. IS THIS EMPLOYING AGENCY GEOGRAPHICALLY ISOLATED?

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

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

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

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

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

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

You must disclose misconduct, even if:

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



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

Do you understand:

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

☒ Yes

☐ No

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

State _____ Type of credential _____

a. Have you ever been:

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

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

☐ Yes

☒ No

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

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

You do not have to disclose:

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

12. PUBLIC NOTICE -- CHECK THE BOX THAT APPLIES

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

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

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

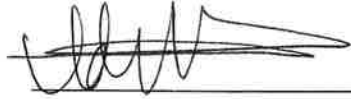
County Office of Education, State Agency, or Nonpublic, Nonsectarian School or Agency: Attached is a dated copy of the notice that was posted at least 72 hours before the position was filled showing the name of the applicant, the specific assignment including subject and grade level, and the fact that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

13. APPLICANT'S CERTIFICATION

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

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

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



Signature of Applicant
(Sign full legal name as listed in #2)

8/6/13
Date

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

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

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

Signature: _____

Title: _____

Assistant Superintendent, Human Resources

Date: _____

August 22, 2013



VARIABLE TERM WAIVER REQUEST (WV1 Form)

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

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

Social Security Number

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

Full Legal Name Valim, Sarah E.

Last

First

Middle

Former Name(s) _____ Birth Date 9/9/

Applicant's Mailing Address _____
Chico, CA 95926

Credential Needed for Waiver Ed Specialist: Early Childhood Special Education

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

Assignment SDC-SH Preschool Class

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

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

3. EDUCATION CODE OR TITLE 5 SECTION TO BE WAIVED

Specific section(s) covering the assignment: 44265

4. EFFECTIVE DATES

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

Effective Dates (mm/dd/yyyy): 8 / 15 / 2013 to 7 / 30 / 2014

Ending date of school term, track, or year: 6 / 5 / 2014

We would like her to be able to teach in the Extended Year Summer School Program which ends in July of 2014.

5. STATEWIDE HIGH INCIDENCE AREA WAIVER REQUESTS:**a. INDICATE THE HIGH INCIDENCE AREA FOR THE ASSIGNMENT**

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

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

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

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

Other _____

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

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

Ms. Valim has completed the requirements leading to a Special Education Moderate/Severe Education Specialist Credential. The credential program includes coursework in early childhood development (California State University, Chico), curriculum and instruction, behavioral management, and the learning characteristic for preschool aged children with disabilities. Her undergraduate and graduate work provided her training in early childhood development, childhood psychology, and curriculum and instruction. Her teaching background has provided her experiences with a wide range of preschool students with disabilities. She has six years of preschool teaching experience in a special day classroom (Glenn County). Specific areas of training/professional development includes: picture exchange communication systems, behavior training (BSP), Evidence Based Practice training for students on the autism spectrum, classroom management, assessment, and curriculum and instruction. Her professional preparation including her undergraduate and graduate work, public teaching experiences, and professional development are outstanding and meet the requirements to be an effective preschool teacher.

6. NON STATEWIDE LOW INCIDENCE AREA WAIVER REQUESTS:**a. INDICATE THE LOW INCIDENCE AREA FOR THE ASSIGNMENT**

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

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

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

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

- ☐ Distributed job announcements
☐ Contacted IHE placement centers
☐ Internet (i.e. www.edjoin.org)

Optional recruitment methods:

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

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

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

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

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

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

d. PROVIDE THE SPECIFIC EMPLOYMENT CRITERIA FOR THE POSITION

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

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

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

7. REQUIREMENTS AND TARGET COMPLETION DATES FOR REACHING CREDENTIAL GOAL

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

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

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

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

Name Jeana Peyton Position SDC-SH Preschool Teacher

9. SUBSEQUENT WAIVER REQUESTS

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

10. IS THIS EMPLOYING AGENCY GEOGRAPHICALLY ISOLATED?

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

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

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

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

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

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

You must disclose misconduct, even if:

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



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

Do you understand:

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

☒ Yes ☐ No

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

State _____ Type of credential _____

a. Have you ever been:

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

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

☐ Yes

☒ No

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

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

You do not have to disclose:

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

☐ Yes

☒ No

e. Are any criminal charges currently pending against you?

☐ Yes

☒ No

f. Is any disciplinary action now pending against you in any school district or with any other school employer?

☐ Yes

☒ No

g. Have you ever had any credential, including but not limited to, any Certificate of Clearance, permit, credential, license or other document authorizing public school service or teaching, revoked and/or otherwise subjected to any other disciplinary action (including an action that was stayed) for cause in California or any other state or place?

☐ Yes

☒ No

h. Have you ever had any professional or vocational (not teaching or educational) license revoked and/or otherwise subjected to any other disciplinary action (including an action that was stayed) for cause in California or any other state or place?

☐ Yes

☒ No

i. Have you ever had any application for a credential, including but not limited to, any Certificate of Clearance, permit, credential, license, or other document authorizing public school service or teaching, denied and/or rejected for cause in California or any other state or place?

☐ Yes

☒ No

12. PUBLIC NOTICE -- CHECK THE BOX THAT APPLIES

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

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

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

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

13. APPLICANT'S CERTIFICATION

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

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

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



Signature of Applicant
(Sign full legal name as listed in #2)

Aug. 1, 2013

Date

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

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

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

Signature: _____
Title: Assistant Superintendent, Human Resources
Date: August 22, 2013