

CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Special Board Meeting

Wednesday, September 2, 2015

5:00 p.m. Closed / 5:30 p.m. Open

Chico Unified District Office, Large Conference Room

1163 East 7th Street, Chico, CA 95928

AGENDA

1. CALL TO ORDER

- 1.1. Public comment on closed session item

2. CLOSED SESSION

2.1. Update on Labor Negotiations

Employee Organizations:

CUTA

CSEA, Chapter #110

Representatives:

Kelly Staley, Superintendent

Kevin Bultema, Asst. Superintendent

Joanne Parsley, Asst. Superintendent

Jim Hanlon, Asst. Superintendent

2.2. Public Employee Performance Evaluation

Per Government Code §54957

Title: Superintendent

If Closed Session is not completed before 5:30 p.m., it will resume immediately following the workshop.

3. RECONVENE TO REGULAR SESSION

3.1. Call to Order

3.2. Report Action Taken in Closed Session

4. CONSENT CALENDAR

4.1. EDUCATIONAL SERVICES

- 4.1.1. Consider Approval of the Field Trip Request for Rosedale Elementary School Sixth Graders to Visit Mt. Lassen National Park for Science Camp from 10/08/15 to 10/09/15

- 4.1.2. Consider Approval of (4) Consultant Agreements with: 1) A+ Educational Centers; 2) Future Stars Tutoring Services; 3) Professional Tutors of America; and 4) Club Z In-Home Tutoring Services, Inc., to Provide Tutoring to Students that Have Requested State-Required Supplemental Services

4.2. BUSINESS SERVICES

- 4.2.1. Consider Approval of the Notice of Completion for Reroofing Unit 500 at Chico Jr. High School
- 4.2.2. Consider Approval of the Notice of Completion for Bathroom Remodel at the District Office
- 4.2.3. Consider Approval of the Notice of Completion for Site Accessibility Upgrades at Citrus Elementary
- 4.2.4. Consider Approval of the Notice of Completion for Site Accessibility Upgrades at Emma Wilson Elementary

5. DISCUSSION/ACTION CALENDAR

5.1. HUMAN RESOURCES

- 5.1.1. Information: Interest Based Bargaining (IBB) Presentation (Jim Hanlon)

5.2. BUSINESS SERVICES

- 5.2.1. Discussion/Action: Resolution No. 1301-15, Adoption of Kindergarten through Community College Public Education Facilities Bond Act of 2016 (Julia Kistle)
- 5.2.2. Discussion/Action: Interfund Borrowing Between Funds (Jaclyn Kruger)

5.3. BOARD

5.3.1. Discussion/Action: Consider Approval of Revised/Updated/New Board Policies (Administration)

0420.1	School-Based Program Coordination - Deleted
0440	District Technology Plan
0460	Local Control and Accountability Plan
0520.4	Quality Education Investment Schools- Deleted
1240	Volunteer Assistance
1312.3	Uniform Complaint Procedure
1330	Use of School Facilities
3100	Budget
3312	Contracts
3350	Travel Expenses
3600	Consultants/Independent Contractor
4112.2	Certification
4112.21	Interns
4115	Evaluation/Supervision
4117.3	Personnel Reduction
4118	Dismissal/Suspension/ Disciplinary Action
4121	Temporary/Substitute Personnel
4131.1	Beginning Teacher Support/Induction
4139	Peer Assistance and Review - Deleted
4143	
4243	Negotiations/Consultation
4315	Evaluation/Supervision
4315.1	Staff Evaluation Teachers - Deleted
4740	Medical Benefits for Retired Personnel
5111	Admission
5113.1	Chronic Absence and Truancy
5125	Student Records
5126	Awards for Achievement
5131.2	Bullying
5141.4	Child Abuse Prevention and Reporting
5145.3	Nondiscrimination/ Harassment
5145.7	Sexual Harassment
5147	Dropout Prevention
6158	Independent Study
6170.1	Transitional Kindergarten
6172	Gifted and Talented Student Program
6174	Education for English Language Learners

6. ADJOURNMENT

Elizabeth Griffin, President
Board of Education
Chico Unified School District

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

INFORMATION, PROCEDURES AND CONDUCT OF CUSD BOARD OF EDUCATION MEETINGS

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

CONSENT CALENDAR

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

STUDENT PARTICIPATION

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

PUBLIC 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.

AGENDA ITEM: Rosedale Elementary School – 6th Grade Environmental Hike to Mt. Lassen National Park

Prepared by: Jo Ann Bettencourt, Principal, Samantha Grimaldo, and Adan Mota – 6th Grade Teachers

☒ Consent

Board Date Sept. 16, 2015

☐ Information Only

☐ Discussion/Action

Background Information

The Rosedale 6th graders would like to visit Mt. Lassen National Park for a hike and a camping trip. We would depart Rosedale at 7:00 am, set up camp and hike a trail. We will have a study session, prepare dinner and camp overnight. The next day we eat breakfast, take down camp and hike again. We will be back on campus at about 5:30 pm.

Educational Implications

6th Grade study: Earth Science

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

Fiscal Implications

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

RECEIVED

CHICO UNIFIED SCHOOL DISTRICT

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

4.1.1.

Page 2 of 2

AUG 24 2015

EDUCATIONAL

SERVICES

FIELD TRIP REQUEST

TO: CUSD Board of Education

Date: August 21, 2015

FROM: Adán Mota and Samantha Grimaldo

School/Dept.: Rosedale Elementary School

SUBJECT: Field Trip Request

Request is for 6th grade Lassen Volcanic National Park overnight field trip
(grade/class/group)

Destination: Lassen Volcanic National Park Activity: Science Camp

from October 8, 2015/7:00

to October 9, 2015/5:30

(dates) / (times)

(dates) / (times)

Rationale for Trip: Hands on experience with Earth Science content

Number of Students Attending: 68 Teachers Attending: 2 Parents Attending: 18

Student/Adult Ratio: 3.4:1

Transportation: Private Cars XX CUSD Bus _____ Charter Bus Name _____

Other: _____

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

ESTIMATED EXPENSES:

Fees \$700.00

Substitute Costs \$ _____ Meals \$236.00

Camping Space \$ 264.00

Transportation \$ _____ Other Costs \$200

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

Name **Donations** Acct. #: **01-9024-0-1110-1000-5800-260-1260** \$700.00

Name _____ Acct. #: _____ \$ _____

Requesting Party

Date

Site Principal

Date



Approve/Minor



Do not Approve/Minor

or

or

Recommend/Major

Not Recommended/Major

(If transporting by bus or Charter)

Director of Transportation

Date

IF MAJOR FIELD TRIP

Director of Educational Services

Date



Recommend



Not Recommended



Approved



Not Approved

Board Action

Date

AGENDA ITEM: Consultant Agreements (4) for: 1) A+ Educational Centers, 2) Future Stars Tutoring Services, 3) Professional Tutors of America, and 4) Club Z In-Home Tutoring Services, Inc.

Prepared by: John Bohannon, Director

☒ Consent

Board Date September 2, 2015

☐ Information Only

☐ Discussion/Action

Background Information

All schools that receive Title I funding and local educational agencies (LEAs) that do not make Adequate Yearly Progress (AYP) are identified for Program Improvement (PI). PI schools and LEAs must implement required program components and interventions. The District must notify students attending PI schools in years 3-5 of Supplemental Services opportunities. Supplemental Educational Services are tutoring or other supplemental enrichment activities beyond the regular school day. Services are to be high quality, research-based and designed to improve the students' academic achievement. Students are eligible for services if they are in Title I schools in PI status and 1) not meeting State Standards in reading and math; and 2) from low income families. All supplemental services must be rendered by a State Board of Education (SBE) approved provider.

Education Implications

The state-approved Supplemental Service Providers will render services to qualified students based on their academic needs.

Fiscal Implications

Districts that receive Title I funding and have schools in PI status are required to set aside a portion of their Title I allocation. This set-aside must be used to pay the SBE approved Supplemental Services Providers for their contracted services..

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: A+ Educational Centers
Street Address/POB: 29752 Baden Place
City, State, Zip Code: Malibu, CA 90265
Phone: 310-457-7657
Taxpayer ID/SSN: 03-0552896

This agreement will be in effect from: 9/24/2015 to: 06/05/2016

Location(s) of Services:

In Home or Public Library

3. Scope of Work to be performed: (attach separate sheet if necessary)
Provide tutoring to students that have requested state-required Supplemental Services. Provider will pre & post-test students and provide services based on students' assessed needs. Provider will issue ongoing progress reports to parents and Chico Unified School District per this agreement.
4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant Services:
Title I requirement to provide individual tutoring services for program-qualified students.
5. Funding/Programs Affected: (corresponding to accounts below)
1) Title I
2)
3)

6.	Pct. (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Site	Manager
1)	100	01	3010	0	1021	1000	5800	570	6700
2)					1012		5800		
3)							5800		

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

\$ 1,006.28 Per Unit, times 25.00 #Units = \$ 25,157.00 Total for Services

9. Additional Expenses

\$
\$

Total of Additional
Expenses
\$ 0.00
\$ 25,157.00 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)

Consultant Name: A+ Educational Centers

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)

Program Director
(Printed Name)

8/17/2015

Date

13. **RECOMMENDED:**


(Signature of Originating Administrator)

John Bohannon
Director
(Printed Name)

8/24/15

Date

14. **APPROVED:**


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

Joanne Parsley
Asst. Superintendent
(Printed Name)

8-24-15

Date

APPROVED:


(Signature of District Admin, Business Services)

☒ Consultant ☐ Contract Employee
Kevin Bultma
Asst. Superintendent
(Printed Name)

8-25-15

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)

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: Future Stars Tutoring Services
Street Address/POB: 20913 Callaway Ave.
City, State, Zip Code: Lakewood, CA 90715
Phone: 800-381-1676
Taxpayer ID/SSN: 34-2053005

This agreement will be in effect from: 9/24/2015 to: 06/05/2016

Location(s) of Services:
In Home or Public Library

3. Scope of Work to be performed: (attach separate sheet if necessary)
Provide tutoring to students that have requested state-required Supplemental Services. Provider will pre & post-test students and provide services based on students' assessed needs. Provider will issue ongoing progress reports to parents and Chico Unified School District per this agreement.
4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant Services:
Title I requirement to provide individual tutoring services for program-qualified students.

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

- 1) Title I
2)
3)

6.	Pct. (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Site	Manager
1)	100	01	3010	0	1021	1000	5800	570	6700
2)					1012		5800		
3)							5800		

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

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

\$ 1,006.28 Per Unit, times 20.00 #Units = \$ 20,125.60 Total for Services

9. Additional Expenses

\$
\$ Total of Additional Expenses
\$ 0.00
\$ 20,125.60 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)

Consultant Name: Future Stars Tutoring

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](http://www.chicousd.org/documents/BUSINESS/Consultant%20Agreement/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)

Program Director
(Printed Name)

8-20-2015
Date

13. **RECOMMENDED:**


(Signature of Originating Administrator)

John Bohannon
Director
(Printed Name)

8-24-2015
Date

14. **APPROVED:**


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

Joanne Parsley
Asst. Superintendent
(Printed Name)

8-24-15
Date

APPROVED:


(Signature of District Admin, Business Services)

☒ Consultant ☐ Contract Employee
Kevin Bultma
Asst. Superintendent
(Printed Name)

8-25-15
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)

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: Professional Tutors of America
 Street Address/POB: 3550 E. Birch, Suite 108
 City, State, Zip Code: Brea, CA. 92821
 Phone: 800-832-2487
 Taxpayer ID/SSN: 33-0015574

This agreement will be in effect from: 9/24/2015 to: 06/05/2016

Location(s) of Services:
 In Home or Public Library

3. Scope of Work to be performed: (attach separate sheet if necessary)
 Provide tutoring to students that have requested state-required Supplemental Services. Provider will pre & post-test students and provide services based on students' assessed needs. Provider will issue ongoing progress reports to parents and Chico Unified School District per this agreement.
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 Title I requirement to provide individual tutoring services for program-qualified students.

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

- 1) Title I
- 2)
- 3)

6.	Pct. (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Site	Manager
1)	100	01	3010	0	1021	1000	5800	570	6700
2)					102		5800		
3)							5800		

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

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

\$ 1,006.28 Per Unit, times 30.00 #Units = \$ 30,188.40 Total for Services

9. Additional Expenses

\$
 \$ Total of Additional
 \$ 0.00 Expenses
 \$ 30,188.40 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)

Consultant Name: Professional Tutors of America

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](http://www.chicousd.org/documents/BUSINESS/Consultant%20Agreement/BS%2010a%2011%2004%20rev.pdf). IRS publication SWR 40 and IRS Ruling 87-41 will assist in determining the payment method applied to this Agreement).
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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)

Robert Harraka, COO
(Printed Name)

8/17/15
Date


13. RECOMMENDED:


(Signature of Originating Administrator)

John Bohannon
Director
(Printed Name)

8/24/15
Date

14. APPROVED:


(Signature of District Administrator or Director of Categorical Programs)

Joanne Parsley
Asst. Superintendent
(Printed Name)

8-24-15
Date

APPROVED:


(Signature of District Admin, Business Services)

☒ Consultant ☐ Contract Employee
Kevin Bultma
Asst. Superintendent
(Printed Name)

8-25-15
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)

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: Club Z In-Home Tutoring Services, Inc
Street Address/POB: 17425 Bridge Hill Ct., Suite 200
City, State, Zip Code: Tampa, Florida 33647
Phone: 813-931-5516
Taxpayer ID/SSN: 65-1262940

This agreement will be in effect from: 9/24/2015 to: 06/05/2016

Location(s) of Services:

In Home or Public Library

3. Scope of Work to be performed: (attach separate sheet if necessary)
 Provide tutoring to students that have requested state-required Supplemental Services. Provider will pre & post-test students and provide services based on students' assessed needs. Provider will issue ongoing progress reports to parents and Chico Unified School District per this agreement.
4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant Services:
 Title I requirement to provide individual tutoring services for program-qualified students.

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

- 1) Title I
- 2)
- 3)

6.	Pct. (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Site	Manager
1)	100	01	3010	0	1021	1000	5800	570	6700
2)					1012		5800		
3)							5800		

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

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

\$ 1,006.28 Per Unit, times 30.00 #Units = \$ 30,188.40 Total for Services

9. Additional Expenses

\$
 \$ Total of Additional Expenses
 \$ 0.00
 \$ 30,188.40 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)

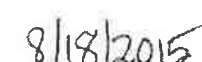
Consultant Name: Club Z In-Home Tutoring Services, Inc.

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](http://www.chicousd.org/documents/BUSINESS/Consultant%20Agreement/BS%2010a%2011.04%20rev.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)


Cari Diaz, President
(Printed Name)


8/18/2015
Date

13. RECOMMENDED:


(Signature of Originating Administrator)

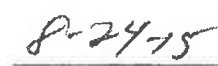
John Bohannon
Director
(Printed Name)


8/24/15
Date

14. APPROVED:


(Signature of District Administrator or Director of Categorical Programs)

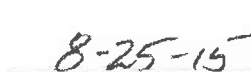
Joanne Parsley
Asst. Superintendent
(Printed Name)


8-24-15
Date

APPROVED:


(Signature of District Admin, Business Services)

☒ Consultant ☐ Contract Employee
Kevin Bultma
Asst. Superintendent
(Printed Name)


8-25-15
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: _____
☐ Mail to Consultant (Date Check Required)

\$ _____
(Amount)

(Originating Administrator Signature- Use Blue Ink)

(Date)

AGENDA ITEM: Notice of Completion for Reroofing Unit 500 at Chico Jr. High School

Prepared by: Julia Kistle, Director Facilities & Construction

☒ Consent

Board Date September 2, 2015

☐ Information Only

☐ Discussion/Action

Background Information

On August 10, 2015 the Reroofing Unit 500 project at Chico Jr. High School started. The project was successfully completed on August 20, 2015.

Educational Implications

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

Fiscal Implications

The project was funded with Deferred Maintenance funds.

Additional Information

The filing of a Notice of Completion (NOC) begins a thirty-five day lien period during which unpaid subcontractors, suppliers and other vendors can file a mechanics lien.

Recommendation

It is requested that the Board of Education authorize the Assistant Superintendent, Business Services or designee to approve and execute the Notice of Completion for the Reroofing Unit 500 project at Chico Jr. High School.

WHEN RECORDED MAIL TO:

Kelly Staley
 Superintendent
 Chico Unified School District
 1163 East Seventh Street
 Chico, California 95928-5999

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

DSA FILE NO. # n/a
 DSA APPL NO. n/a
 PROJECT NO. DM-001-06

NOTICE OF COMPLETION

1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.
2. The FULL NAME of the OWNER is **CHICO UNIFIED SCHOOL DISTRICT.**
3. The FULL ADDRESS of the OWNER is **1163 EAST SEVENTH STREET, CHICO, CALIFORNIA, 95928-5999.**
4. The NATURE OF THE INTEREST or ESTATE of the undersigned is: **IN FEE**
5. A work of improvement on the property hereinafter described was COMPLETED on **August 20, 2015** and accepted by the Chico Unified School District on **September 2, 2015.**
6. The work of improvement completed is described as follows: **FURNISHING OF ALL LABOR, MATERIALS AND SERVICES FOR Reroofing Unit 500 at Chico Jr. High FOR THE CHICO UNIFIED SCHOOL DISTRICT, CHICO, BUTTE COUNTY, CALIFORNIA.**
7. The NAME OF THE ORIGINAL CONTRACTOR for such work of improvement is
Harbert Roofing Inc., 8865 Airport Rd., Ste. M, Redding, CA 96002
8. The street address of said property is:
Chico Jr. High, 280 Memorial Way, Chico, CA 95926
9. The property on which said improvement was completed in the **CITY OF CHICO, COUNTY OF BUTTE, STATE OF CALIFORNIA**, and described as follows:

ASSESSORS PARCEL NUMBER: 003-177-001-000, 003-175-004-000, 003-180-014-000, 003-180-017-000

Date: _____ Signature of Owner or agent of owner _____

Julia M. Kistle
 Director, Facilities & Construction
 Chico Unified School District

Verification for NON-INDIVIDUAL OWNER: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the Business Manager of the aforesaid interest in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

 Date and Place

Chico, CA

 Julia M. Kistle
 Director, Facilities & Construction
 Chico Unified School District

AGENDA ITEM: Notice of Completion for Bathroom Remodel at the District Office

Prepared by: Julia Kistle, Director Facilities & Construction

☒ Consent

Board Date September 2, 2015

☐ Information Only

☐ Discussion/Action

Background Information

On August 15, 2015 the Bathroom Remodel at the District Office began. The project was successfully completed on August 24, 2015.

Educational Implications

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

Fiscal Implications

The projects identified will be funded with Special Reserve Redevelopment dollars.

Additional Information

The filing of a Notice of Completion (NOC) begins a thirty-five day lien period during which unpaid subcontractors, suppliers and other vendors can file a mechanics lien.

Recommendation

It is requested that the Board of Education authorize the Assistant Superintendent, Business Services or designee to approve and execute the Notice of Completion for the Bathroom Remodel at the District Office.

WHEN RECORDED MAIL TO:

Kelly Staley
Superintendent
Chico Unified School District
1163 East Seventh Street
Chico, California 95928-5999

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

DSA FILE NO. # n/a
DSA APPL NO. n/a
PROJECT NO. DM-001-DO

NOTICE OF COMPLETION

1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.
2. The FULL NAME of the OWNER is **CHICO UNIFIED SCHOOL DISTRICT.**
3. The FULL ADDRESS of the OWNER is **1163 EAST SEVENTH STREET, CHICO, CALIFORNIA, 95928-5999.**
4. The NATURE OF THE INTEREST or ESTATE of the undersigned is : **IN FEE**
5. A work of improvement on the property hereinafter described was COMPLETED on **August 24, 2015** and accepted by the Chico Unified School District on **September 2, 2015.**
6. The work of improvement completed is described as follows: **FURNISHING OF ALL LABOR, MATERIALS AND SERVICES FOR Bathroom Remodel at District Office FOR THE CHICO UNIFIED SCHOOL DISTRICT, CHICO, BUTTE COUNTY, CALIFORNIA.**
7. The NAME OF THE ORIGINAL CONTRACTOR for such work of improvement is
BCM Construction Company Inc., 2990 Highway 32, Ste. 100, Chico, CA 95973
8. The street address of said property is:
Chico Unified School District, 1163 East 7th Street, Chico, CA 95928
9. The property on which said improvement was completed in the **CITY OF CHICO, COUNTY OF BUTTE, STATE OF CALIFORNIA**, and described as follows:

ASSESSORS PARCEL NUMBER: 004-412-001-000

Date: _____ Signature of Owner or agent of owner _____
Julia M. Kistle
Director, Facilities & Construction
Chico Unified School District

Verification for NON-INDIVIDUAL OWNER: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the Business Manager of the aforesaid interest in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Date and Place

Julia M. Kistle
Director, Facilities & Construction
Chico Unified School District

AGENDA ITEM: Notice of Completion for Site Accessibility Upgrades at Citrus Elementary School

Prepared by: Julia Kistle, Director Facilities & Construction

☒ Consent

Board Date September 2, 2015

☐ Information Only

☐ Discussion/Action

Background Information

On June 18, 2014 the Board of Education approved the Site Accessibility Upgrades project, in compliance with the Americans with Disabilities Act (ADA), for Citrus Elementary. The project was successfully completed on August 24, 2015.

Educational Implications

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

Fiscal Implications

The projects identified will be funded with Special Reserve Redevelopment dollars.

Additional Information

The filing of a Notice of Completion (NOC) begins a thirty-five day lien period during which unpaid subcontractors, suppliers and other vendors can file a mechanics lien.

Recommendation

It is requested that the Board of Education authorize the Assistant Superintendent, Business Services to approve and execute the Notices of Completion for the Site Accessibility Upgrades at Citrus Elementary School.

WHEN RECORDED MAIL TO:

Kelly Staley
Superintendent
Chico Unified School District
1163 East Seventh Street
Chico, California 95928-5999

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

DSA FILE NO. # 4-H2
DSA APPL NO. 02-113819
PROJECT NO. 61424-82

NOTICE OF COMPLETION

1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.
2. The FULL NAME of the OWNER is **CHICO UNIFIED SCHOOL DISTRICT.**
3. The FULL ADDRESS of the OWNER is **1163 EAST SEVENTH STREET, CHICO, CALIFORNIA, 95928-5999.**
4. The NATURE OF THE INTEREST or ESTATE of the undersigned is : **IN FEE**
5. A work of improvement on the property hereinafter described was COMPLETED on **August 24, 2015** and accepted by the Chico Unified School District on **September 2, 2015.**
6. The work of improvement completed is described as follows: **FURNISHING OF ALL LABOR, MATERIALS AND SERVICES FOR Site Accessibility Upgrades at Citrus Elementary School FOR THE CHICO UNIFIED SCHOOL DISTRICT, CHICO, BUTTE COUNTY, CALIFORNIA.**
7. The NAME OF THE ORIGINAL CONTRACTOR for such work of improvement is
HPC Construction, 1916 Cameron Lane, Chico, CA 95926
8. The street address of said property is:
Citrus Elementary School, 1350 Citrus Avenue, Chico, CA 95926
9. The property on which said improvement was completed in the **CITY OF CHICO, COUNTY OF BUTTE, STATE OF CALIFORNIA**, and described as follows:

ASSESSORS PARCEL NUMBER: 003-061-001-000, 003-062-001-000

Date: _____ Signature of Owner or agent of owner _____
Julia M. Kistle
Director, Facilities & Construction
Chico Unified School District

Verification for NON-INDIVIDUAL OWNER: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the Business Manager of the aforesaid interest in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Date and Place Chico, CA

Julia M. Kistle
Director, Facilities & Construction
Chico Unified School District

AGENDA ITEM: Notice of Completion for Site Accessibility Upgrades at Emma Wilson Elementary School

Prepared by: Julia Kistle, Director Facilities & Construction

☒ Consent

Board Date September 2, 2015

☐ Information Only

☐ Discussion/Action

Background Information

On June 18, 2014 the Board of Education approved the Site Accessibility Upgrades project, in compliance with the Americans with Disabilities Act (ADA), for Emma Wilson Elementary School. The project was successfully completed on August 20, 2015.

Educational Implications

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

Fiscal Implications

The projects identified will be funded with Special Reserve Redevelopment dollars.

Additional Information

The filing of a Notice of Completion (NOC) begins a thirty-five day lien period during which unpaid subcontractors, suppliers and other vendors can file a mechanics lien.

Recommendation

It is requested that the Board of Education authorize the Assistant Superintendent, Business Services to approve and execute the Notices of Completion for the Site Accessibility Upgrades at Emma Wilson Elementary School.

WHEN RECORDED MAIL TO:

Kelly Staley
Superintendent
Chico Unified School District
1163 East Seventh Street
Chico, California 95928-5999

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

DSA FILE NO. # 4-H2
DSA APPL NO. 02-113818
PROJECT NO. 61424-83

NOTICE OF COMPLETION

1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.
2. The FULL NAME of the OWNER is **CHICO UNIFIED SCHOOL DISTRICT.**
3. The FULL ADDRESS of the OWNER is **1163 EAST SEVENTH STREET, CHICO, CALIFORNIA, 95928-5999.**
4. The NATURE OF THE INTEREST or ESTATE of the undersigned is : **IN FEE**
5. A work of improvement on the property hereinafter described was COMPLETED on **August 20, 2015** and accepted by the Chico Unified School District on **September 2, 2015.**
6. The work of improvement completed is described as follows: **FURNISHING OF ALL LABOR, MATERIALS AND SERVICES FOR Site Accessibility Upgrades at Emma Wilson Elementary School FOR THE CHICO UNIFIED SCHOOL DISTRICT, CHICO, BUTTE COUNTY, CALIFORNIA.**
7. The NAME OF THE ORIGINAL CONTRACTOR for such work of improvement is
BCM Construction Company Inc., 2990 Highway 32, Ste. 100, Chico, CA 95973
8. The street address of said property is:
Emma Wilson Elementary, 1530 West 8th Avenue, Chico, CA 95926
9. The property on which said improvement was completed in the **CITY OF CHICO, COUNTY OF BUTTE, STATE OF CALIFORNIA,** and described as follows:

ASSESSORS PARCEL NUMBER: 042-690-020-000, 042-690-019-000, 042-690-018-000

Date: _____ Signature of Owner or agent of owner _____
Julia M. Kistle
Director, Facilities & Construction
Chico Unified School District

Verification for NON-INDIVIDUAL OWNER: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the Business Manager of the aforesaid interest in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Date and Place Chico, CA

Julia M. Kistle
Director, Facilities & Construction
Chico Unified School District

AGENDA ITEM: Interest Based Bargaining Presentation

Prepared by: Jim Hanlon, Assistant Superintendent, Human Resources

☐ Consent

Board Date September 2, 2015

☒ Information Only

☐ Discussion/Action

Background Information

In July, the CUSD Board of Trustees identified Interest Based Bargaining (IBB) as an area of interest. There is interest on the part of the Board to begin the process of introducing IBB into the bargaining process with our employee groups.

Jan Dole, a well-known trainer in the area of IBB, will lead tonight's Board presentation. She has 28 years of experience and has trained and facilitated for more than 100 school districts from Yreka to San Diego, California. Her latest success was the successful resolution of bargaining with Lassen Community College resulting in a three-year agreement.

Educational Implications

Positive relationships with our employee groups mean better outcomes at the site level for our students. Solving problems and issues together means a better overall learning environment for students.

Fiscal Implications

Training for IBB will cost between \$2,500-\$3,500 depending on the trainer for a 2-3 day session.

AGENDA ITEM: Adoption of Resolution No. 1301-15 Adoption of Kindergarten through Community College Public Education Facilities Bond Act of 2016

Prepared by: Julia Kistle, Director, Facilities & Construction

☒ Consent

Board Date September 2, 2015

☐ Information Only

☐ Discussion/Action

Background Information

The State is out of school facility funds and cannot provide the State match for almost \$2 billion in projects filed under current law. Chico Unified School District has \$303 million in facility needs which may be partially funded by State bonds. The Kindergarten through Community College Public Education Facilities Bond Act of 2016 provides for renovation and upgrade of existing classrooms, construction of new classrooms to accommodate growth, and for career technical education facilities to provide job training to meet the trained workforce needs of California's employers.

These jobs will be created throughout California and will include almost all building trades 13,000 middle class jobs are created for each \$1 billion in school facility infrastructure investment.

The California unemployment rate is greater than the national unemployment rate; and the new Local Control Funding Formula and Local Control Accountability Plan are intended to improve educational achievement for all students but do not provide dedicated facilities funding.

Educational Implications

Quality 21st Century school facilities designed for student needs of today and tomorrow enhance academic achievement and further the State's academic goals.

Fiscal Implications

Kindergarten through Community College Public Education Facilities Bond Act of 2016 will not raise State taxes; and the Kindergarten through Community College Public Education Facilities Bond Act of 2016 State matching funds will reduce the need for additional local property taxes for school facilities.

Recommendation

It is recommended that the Board of Education adopt and support Resolution No. 1301-15 Kindergarten through Community College Public Education Facilities Bond Act of 2016.

Resolution No. 1301-15

**Kindergarten through Community College Public Education
Facilities Bond Act of 2016**

WHEREAS, the California Constitution finds public education is a State responsibility in Article IX Section 5; and

WHEREAS, Article 1 Section 28 states that public schools shall be safe, secure and peaceful; and

WHEREAS, the State has met its constitutional responsibilities since 1982 by providing consistent State bond resources through programs contained in Division 1, Part 10, Article 12 and Article 12.5 of the Education Code; and

WHEREAS, the State is out of school facility funds and cannot provide the State match for almost \$2 billion in projects filed under current law; and

WHEREAS, the Chico Unified School District has \$303 million in facility need which may be partially funded by State bonds; and

WHEREAS, the Kindergarten through Community College Public Education Facilities Bond Act of 2016 provides for renovation and upgrade of existing classrooms, construction of new classrooms to accommodate growth, and for career technical education facilities to provide job training to meet the trained workforce needs of California's employers; and

WHEREAS, the California unemployment rate is greater than the national unemployment rate; and

WHEREAS, 13,000 middle class jobs are created for each \$1 billion in school facility infrastructure investment; and

WHEREAS, these jobs will be created throughout California and will include almost all building trades; and

WHEREAS, the new Local Control Funding Formula and Local Control Accountability Plan are intended to improve educational achievement for all students but do not provide dedicated facilities funding; and

WHEREAS, quality 21st Century school facilities designed for student needs of today and tomorrow enhance academic achievement and further the State's academic goals; and

WHEREAS, the Kindergarten through Community College Public Education Facilities Bond Act of 2016 will not raise State taxes; and

WHEREAS, the Kindergarten through Community College Public Education Facilities Bond Act of 2016 State matching funds will reduce the need for additional local property taxes for school facilities.

NOW, THEREFORE BE IT RESOLVED, that the Chico Unified School District supports the Kindergarten through Community College Public Education Facilities Bond Act of 2016.

Passed, approved, and adopted this (date) _____

AYES:
NOES:
ABSENT:
ABSTAIN:

Elizabeth Griffin, President

AGENDA ITEM: Interfund Borrowing Between Funds

Prepared by: Jaclyn Kruger, Director, Fiscal Services

☐ Consent

Board Date September 2, 2015

☐ Information Only

☒ Discussion/Action

Background Information

Chico Unified School District (CUSD) was awarded a \$3 million zero percent loan from the California Energy Commission (CEC) for solar projects. This funding requires CUSD to pay all invoices related to these solar projects and then apply for reimbursement from the CEC. Due to the timing of paying invoices and waiting for reimbursement from the CEC, there will be insufficient funds in Fund 42 (City Redevelopment Agency Pass-Thru Fund) for a temporary period. Administration is requesting the board approve a resolution authorizing interfund borrowing to cover the short-term cash deficit in Fund 42.

Educational Implications

None.

Fiscal Implications

The proposed interfund borrowing amount will not exceed \$3 million. The money will be borrowed from Fund 01 (General Fund).

Fund 42 (City Redevelopment Agency Pass-Thru Fund) will pay Fund 01 (General Fund) interest for the days when cash was temporarily borrowed.

Recommendation

Administration recommends the board approve the resolution authorizing short term cash borrowing from Fund 01- General Fund to Fund 42 – City Redevelopment Agency Pass-thru Fund to cover the CEC loan reimbursement period.

RESOLUTION 1302-15

RESOLUTION ON TEMPORARY BORROWING BETWEEN FUNDS

WHEREAS, The Board of Trustees of the Chico Unified School District has determined that there may be insufficient cash to meet current obligations; and

WHEREAS, Education Code Section 42603 permits the Governing Board of any school district to direct that monies held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations. The transfer shall be accounted for as temporary borrowing between funds and shall not be available for appropriation or be considered income to the borrowing fund.

NOW, THEREFORE, BE IT RESOLVED, that in accordance with Education Code Section 42603, monies may be transferred between funds of the district and repaid in accordance with Education Code Section 42603.

PASSED AND ADOPTED at a special meeting of the Governing Board of the Chico Unified School District of Butte County on September 2, 2015.

AYES:
NOES:
ABSENT:
ABSTAIN:

Elizabeth Griffin, Board President

PROPOSED AGENDA ITEM: Approval of Board Policy Adoptions/Updates

Prepared by: Administration

☐ Consent

Board Date September 2, 2015

☐ Information Only

☒ Discussion/Action

Background Information

In order to govern effectively, Districts are required to have accurate and up-to-date Board Policies. By law, Districts are mandated to adopt many policies to ensure legal compliance. Working in conjunction with the California School Boards Association (CSBA) Policy Services, CUSD continues to update and revise Board Policies to ensure CUSD is legally compliant.

Education Implications

Up-to-date policies provide clarity to the expectations for students, parents, and staff.

Fiscal Implications

CUSD is required to have up-to-date and legally compliant policies. Failure to have such policies in place jeopardizes funding opportunities, especially in regards to Categorical dollars.