CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Special Board Meeting Wednesday, October 7, 2015 4:00 p.m. Closed / 6:00 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:

Representatives:

CUTA
CSEA, Chapter #110
Kelly Staley, Superintendent
Kevin Bultema, Asst. Superintendent
Joanne Parsley, Asst. Superintendent
Jim Hanlon, Asst. Superintendent

2.2. <u>Conference with Legal Counsel –</u> Anticipated Litigation

Per Subdivision (b) of Government Code §54956.9 (one case)

Present

Kelly Staley, Superintendent Kevin Bultema, Asst. Superintendent Joanne Parsley, Asst. Superintendent Jim Hanlon, Asst. Superintendent Paul Gant, Attorney at Law John Kelley, Attorney at Law

2.3. Conference with Legal Counsel - Existing Litigation

per Subdivision (a) of Government Code §54956.9 Case #161637 Case #CRF-15-514477 Case #504952

Present

Kelly Staley, Superintendent Kevin Bultema, Asst. Superintendent Joanne Parsley, Asst. Superintendent Jim Hanlon, Asst. Superintendent Paul Gant, Attorney at Law John Kelley, Attorney at Law

2.4. Public Employee Discipline/

Dismissal/Release

Per Government Code §54957 (one certificated employee)

If Closed Session is not completed before 6:00 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 Expulsion Clearance of Students with the following IDs: 43077, 51917, 52117, 52362, 54003, 54058, 54464, 54753, 55783, 56153, 57230, 57463, 57584, 58572, 58937, 59904, 60209, 62231, 62344, 63956, 65998, 67246, 69230, 69634, 71898, 72228, 72284, 72340, 74426, 74814, 76065, 78478, 78948, 79094, 80213

- **4.1.2.** Consider Approval of Field Trip Request for Marigold 4th Grade Class to Visit the Lassen Volcanic National Park from 10/20/15 to 10/21/15
- **4.1.3.** Consider Approval of Field Trip Request for Neal Dow 6th grade classes (2) to Attend the Environmental Camp at Shady Creek Outdoor School from 11/2/15 to 11/5/15
- **4.1.4.** Review of School Safety Plans to Ensure Compliance with Annual Notification to California Department of Education

4.2. BUSINESS SERVICES

- 4.2.1. Consider Approval of Resolution 1304-15, State Funding Reimbursement
- **4.2.2.** Consider Approval of Resolution 1305-15, Acceptance of the Use of State Construction Grant Funding to Construct a New Science Building at Marsh Jr. High School
- **4.2.3.** Consider Approval of Resolution 1306-15, Acceptance of the Use of State Construction Grant Funding to Construct a New Multipurpose Building at Marsh Jr. High School
- **4.2.4.** Consider Approval of Resolution 1307-15, Acceptance of the Use of State Construction Grant Funding to Construct a New Science Building at Chico Jr. High School
- **4.2.5.** Consider Approval of Documents Related to Nord Country School Proposition 1D Modernization Funding of Campus

5. DISCUSSION/ACTION CALENDAR

5.1. BUSINESS SERVICES

- **5.1.1.** <u>Discussion/Action</u>: One-Time Discretionary Survey Results, Fund Use Recommendation, Presentation (Kevin Bultema)
- **5.1.2.** <u>Discussion/Action</u>: Approval of Contract CliffordMoss, Public Information Services (Kevin Bultema)
- **5.1.3.** <u>Discussion/Action</u>: Approval of Contract Electorate Polling Services (Kevin Bultema)

5.2. EDUCATIONAL SERVICES

5.2.1. Public Hearing/Discussion/Action: Resolution 1295-15, Certification of Provision of Standards-Aligned Instructional Materials (Mike Morris)

6. ADJOURNMENT

Elizabeth Griffin, President Board of Education Chico Unified School District

Posted:10/02/15

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.chicocusd.org.

| AGENDA ITEM: | Field Trip Request for Marigold 4 th Grade Class to Visit the Lassen Volcanic National Park from 10/20/15 to 10/21/15 | |
|---------------|--|--|
| Prepared by: | Mark Friedman, Teacher | |
| X Consent | Board Date October 7, 2015 | |
| Information O | nly | |
| Discussion/Ac | etion | |

For several years, I have organized and taken students on a day trip to Lassen Volcanic National Park to hike up the Cinder Cone volcano. It has always been a wonderful and informative trip that students remember fondly. I have repeatedly been blessed with amazing parents who volunteer to pack their cars with students and make the long drive and act as chaperones when we arrive. This year many parents have asked me to organize an overnight trip that will allow students to take in more of the wonders of the national park in our "backyard".

The dates of the trip will be Tuesday, October 20 to Wednesday, October 21, 2015. Parents and teachers will provide the transportation. All drivers will have proper district paperwork on file. I anticipate 15-20 parents will attend this trip. This will be a ratio 1.5 children to each (1) adult. There will be approximately 27 students going on this trip. We will be hiking up the Cinder Cone volcano on Tuesday, October 20 and then camping at the Blue Lake campground. The following morning we will pack up and go to Bumpass Hell where students will view Mt. Lassen's peak and then hike on the Bumpass Hell nature trail.

Educational Implications

The field trip to Lassen National Park is consistent with our educational goals and provides a unique hands on experience for the curriculum taught in our classrooms. This culminating activity connects with many subjects in the 4th grade science curriculum including California's regions, rocks and minerals, living things and their environments, weather, and of course volcanoes. These are all areas of study as specified by the Chico Unified School District's science curriculum for the 4th grade.

Fiscal Implications

The trip will use funds currently available in the 4th grade classroom account. Classroom funds are sufficient to cover park entrance fees, campground fees for one night, and the cost of dinner and breakfast.

CHICO UNIFIED SCHOOL DISTRICT

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

FIELD TRIP REQUEST

| TO: CUSD Board of Education | Date: 8 - 31 - 15 |
|--|---|
| FROM: Mark Friedman | School/Dept.: Marigold |
| SUBJECT: Field Trip Request | |
| Request is for Mr. Friedman 4th grade clasas | |
| (grade/classen Volcanic National Park | ass/group) Activity: Field trip |
| hands on experiences for the curriculum taught in our classro | onsistent with our educational goals and will provide unique ooms. This culminating activity connects with many subjects and minerals, and living things which are areas of CUSD curriculum |
| Student/Adult Ratio: 2:1 | |
| Transportation: Private Cars X CUSD I | Bus Charter Bus Name |
| Other: All requests for bus or charter transportation mus EXCEPTIONS. | t go through the transportation department - NO |
| ESTIMATED EXPENSES: | |
| Fees \$ Substitute Costs \$ | Meals \$_250.00 |
| Lodging \$\frac{150.00}{2000} Transportation \$\frac{150.00}{2000} | Other Costs \$ |
| ACCOUNT NAME(S), NUMBER(S) and AMOUNT | |
| Name Mark Friedman Acct. #: 01-902 | 24-0-1110-1000-5800-200-1200\$ |
| Name Acct. #: | |
| Mark Friedman Requesting Party Date 9/16/20 Date 9/16/20 Date 1 | |
| Board Action Date | |

4.1.3. Page 1 of 2

| AGENDA ITEM: | Field Trip Request for Neal Dow 6 th Grade Classes (2) to Attend Environmental Camp at Shady Creek Outdoor School |
|----------------|--|
| Prepared by: | Nick Bonacich |
| X Consent | Board Date October 7, 2015 |
| Information Or | ly |
| Discussion/Ac | ion |

Background Information

Shady Creek is a well-established and much respected local outdoor environmental camp. It has provided learning opportunities for students of CUSD for many years. In relation to the Earth Science standards and benchmarks, the learning objectives of Shady Creek Outdoor School include wilderness survival, changes, adaptations, relationships, cycles and recycling, conservation, observation skills, appreciation, and ecological responsibility.

Educational Implications

This trip is being offered as a supplement to our 6th grade science curriculum and is in form with the 6th grade science standards as prescribed by the state of California. In keeping with our commitment to excellence in education, we think this trip will provide an excellent outdoor experience that our students will remember for a lifetime.

Fiscal Implications

The total cost of this trip is being covered by monies generated by fundraisers and donations ran by the Neal Dow PTA. High School student's counselors are being recruited to help teachers supervise students while at camp. Our school's PTA is actively involved in all activities concerning fundraising.

CHICO UNIFIED SCHOOL DISTRICT

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

4.1.3. Page 2 of 2

FIELD TRIP REQUEST

| TO: CUSD Board of Education | Date: 9-9-15 | |
|---|--|--|
| FROM: Nick Bonacich School/Dept.: Neal Dow Elementary | | |
| SUBJECT: Field Trip Request | | |
| Request is for6 th grade (2 classes) (grade/classes) Destination: _Shady Creek Outdoor School Activity | • | |
| from November 2 nd / 8:00 am to November (dates) / (times) Rationale for Trip: Student to obtain better understanding of e | (dates) / (times) | |
| Number of Students Attending:60 Teachers Attending: High School Counselors10 Student/Adult Ratio:6:1 | | |
| Transportation: Private Cars CUSD Bus Other: All requests for bus or charter transportation must go through | X Charter Bus Name Igh the transportation department - NO EXCEPTIONS. | |
| ESTIMATED EXPENSES: Fees \$ 12,958 Substitute Costs \$ 0 Lodging \$ 0 Transportation \$ 1 ACCOUNT NAME(S), NUMBER(S) and AMOUNT(S): Name Neal Dow PTA Acct. #: Tri Counties (Name Acct. #: | 800 Other Costs \$_1000 Stipend 06412003 \$ | |
| Requesting Party Date Date G-8-15 Date Date Date Date Date Date Date Date | Approve/Minor Do not Approve/Minor or or Not Recommend/Major Recommended/Major (If transporting by bus or Charter) | |
| IF MAJOR FIELD TRIP Director of Educational Services Board Action Date | Recommend Not Recommended Approved Not Approved | |

ES-7

Revised 8/04

4.1.4. Page 1 of 1

| AGENDA ITEM: | Review of School Safety Plans to Ensure Compliance with Annual Notification to California Department of Education | |
|-----------------|---|--------------|
| Prepared by: | Pedro Caldera, CJHS Principal | |
| X Consent | Board Date Octo | ober 7, 2015 |
| Information On | nly | |
| Discussion/Acti | tion | |

Background Information

Education Code requires that each Board of Education notify the CDE of any schools that do not have a school safety plan. The Plans have been reviewed for each school in Chico Unified School District. The plans submitted do meet the State requirements; therefore, all schools in CUSD remain in compliance with respect to school site safety plans. The Board is asked to accept the school site safety plans.

Educational Implications

Having appropriate school safety plans allows for a more orderly and well prepared educational environment. CUSD has a long and rich history of being a leader in Northern California with respect to preparing for, managing, responding and debriefing school crises. We have an excellent relationship with emergency service providers that have served the community well.

Fiscal Implications

None.

4.2.1. Page 1 of 2

| AGENDA ITEM: | Resolution No. 1304-15 State Funding | Reimbursement |
|----------------|---|-----------------|
| Prepared by: | Julia Kistle, Director, Facilities & Co | nstruction |
| X Consent | Board Date | October 7, 2015 |
| Information Or | nly | |
| Discussion/Act | tion | |

Background Information

Certain school facilities construction or modernization projects can be eligible for State funding or reimbursement. When projects are identified, our District applies for these funds as standard practice. However, the School Facility Program bond authority is currently exhausted for the funds requested of applications and cannot guarantee a future of State funding. The State Allocation Board (SAB) has established an "Applications Received Beyond Authority List" for Districts that continue to submitted application for projects. This list does not guarantee funding, only a placeholder if funds do become available.

Educational Implications

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

Fiscal Implications

No impact to the General Fund.

Recommendation

Staff recommends the Board approve Resolution No. 1304-15 acknowledging that they are electing to commence any pre-construction or construction activities at the Districts' discretion and the State is not responsible for any pre-construction or construction activities.

RESOLUTION NO. 1304-15

RESOLUTION OF THE BOARD OF EDUCATION OF THE CHICO UNIFIED SCHOOL DISTRICT ON OCTOBER 7, 2015

WHEREAS, the Board of Education ("School Board") has determined that school facilities within the Chico Unified School District (the "District"), within Butte County need to be constructed, modernized; and

WHEREAS, the State Allocation Board (SAB) has established an "Applications Received Beyond Bond Authority List" for projects that have been received.

Pursuant to title 2, Code of California Regulations section 1859.95.1, the School Board of the Chico Unified School District hereby acknowledges the following:

- (1) the Board acknowledges that the remaining School Facility Program bond authority is currently exhausted for the funds being requested on this(these) application(s).
- (2) the Board acknowledges that the State of California is not expected nor obligated to provide funding for the project(s) and the acceptance of the application(s) does not provide a quarantee of future State funding.
- (3) the Board acknowledges that any potential future State bond measures for the School Facility Program may not provide funds for the application being submitted.
- (4) the Board acknowledges that criteria (including, but not limited to, funding, qualifications, and eligibility) under a future State school facilities program may be substantially different than the current School Facility Program. The District's Approved Application(s) may be returned.
- (5) the Board acknowledges that they are electing to commence any preconstruction or construction activities at the District's discretion and that the State is not responsible for any pre-construction or construction activities.

ADOPTED, SIGNED, AND APPROVED this 7th day of October, 2015, by the following called vote:

AYES: NOES: ABSTAINED: ABSENT:

President of the Board of Trustees of the Chico Unified School District Butte County, State of California

| AGENDA ITEM: | Adoption of Resolution No. 1305-15 Acceptance of the Use of State Construction Grant Funding to Construct a New Science Building at Marsh Jr. High School |
|----------------|---|
| Prepared by: | Julia Kistle, Director, Facilities & Construction |
| X Consent | Board Date October 7, 2015 |
| Information Or | nly |
| Discussion/Ac | tion |

The Chico Unified School District is applying to the State Allocation Board for approval of a School Facility Program for needed new construction of a new science building at Marsh Jr. High School. Resolution No. 1305-15 establishes the following:

- 1. That the District hereby approves an application for construction of 4 new classrooms on the Marsh Jr. High School Campus; and,
- 2. The District realizes that the project application requests funding for 108 7-8 pupil grants; and, the District acknowledges that no eligibility currently exists at the 7-8 grade group;
- 3. Therefore, the District is requesting K-6 pupil grants be diverted to this project; and
- 4. The District realizes that the funds for the purpose of housing K-6 students are being diverted to an alternative use; and,
- 5. The State has satisfied its obligation to house the K-6 pupils for which the District has requested grants.

Educational Implications

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

Fiscal Implications

No impact to the General Fund.

Recommendation

It is recommended that the Board of Education adopt Resolution No.1305-15 Acceptance of the Use of State Construction Grant Funding to Construct a New Science Building at Marsh Jr. High School.

RESOLUTION NO. 1305-15

ACCEPTANCE OF THE USE OF STATE CONSTRUCTION GRANT FUNDING TO CONSTRUCT A NEW SCIENCE BUILDING AT MARSH JR. HIGH SCHOOL

WHEREAS, the Chico Unified School District is applying to the State Allocation Board for approval of a School Facility Program project pursuant to Chapter 12.5, Part 10, Division 1, commencing with Section 17010.10, et. seq., of the Education Code, for needed new construction of school facilities;

NOW, THEREFORE, BE IT RESOLVED, by the Chico Unified School District Board of trustees as follows:

- 1. That the District hereby approves an application for construction of four (4) new classrooms on the Marsh Jr. High School Campus; and,
- 2. The District realizes that the project application requests funding for 108 7-8 pupil grants; and, the District acknowledges that no eligibility currently exists at the 7-8 grade group;
- 3. Therefore, the District is requesting K-6 pupil grants be diverted to this project; and
- 4. The District realizes that the funds for the purpose of housing K-6 students are being diverted to an alternative use; and,
- 5. The State has satisfied its obligation to house the K-6 pupils for which the District has requested grants; and

The District hereby approves the attached housing plan.

PASSED AND ADOPTED at the meeting of this Board held on October 7, 2015, by the following called vote:

AYES: NOES: ABSTAINED: ABSENT:

Secretary of the Board of Trustees of the Chico Unified School District Butte County, State of California

Chico Unified School District Proposed Housing Plan

Use of Grant Application

The District currently has new construction eligibility of 889 pupil grants at the K-6 grade level. For this application, the district is requesting the use of 108 pupil grants. The District is demonstrating that they can adequately house those students in current facilities and/or by placing portables.

Chico Unified School District K-6 students will be housed as follows:

- 1. The District is currently planning to house students at these grade levels in current classrooms (on its elementary school sites) by utilizing higher loading standards (33:1 at 4th through 6th grade).
- 2. In addition, The District will modify boundaries and/or limit Form 10 transfers if it becomes necessary for enrollments.
- 3. The District understands that it is using pupil grants from this K-6th grade level and it is not the responsibility of the OPSC to house these 108 students.

| AGENDA ITEM: | Adoption of Resolution No. 1306-15 Acceptance of the Use of State Construction Grant Funding to Construct a New Multipurpose Building at Marsh Jr. High |
|----------------|---|
| Prepared by: | Julia Kistle, Director, Facilities & Construction |
| X Consent | Board Date October 7, 2015 |
| Information On | ly |
| Discussion/Act | ion |

The Chico Unified School District is applying to the State Allocation Board for approval of a School Facility Program for needed new construction of a new multipurpose building at Marsh Jr. High School. Resolution No. 1306-15 establishes the following:

- 1. That the District hereby approves an application for construction of 1 new classroom and a multi-purpose facility on the Marsh Jr. High School Campus; and,
- 2. The District realizes that the project application requests funding for 27 7-8 pupil grants; and, the District acknowledges that no eligibility currently exists at the 7-8 grade group;
- 3. Therefore, the District is requesting K-6 pupil grants be diverted to this project; and
- 4. The District realizes that the funds for the purpose of housing K-6 students are being diverted to an alternative use; and,
- 5. The State has satisfied its obligation to house the K-6 pupils for which the District has requested grants.

Educational Implications

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

Fiscal Implications

No impact to the General Fund.

Recommendation

It is recommended that the Board of Education adopt Resolution No.1306-15 Acceptance of the Use of State Construction Grant Funding to Construct a New Multipurpose Building at Marsh Jr. High School.

RESOLUTION NO. 1306-15

ACCEPTANCE OF THE USE OF STATE CONSTRUCTION GRANT FUNDING TO CONSTRUCT A NEW MULTIPURPOSE BUILDING FACILTITES AT MARSH JR. HIGH SCHOOL

WHEREAS, the Chico Unified School District is applying to the State Allocation Board for approval of a School Facility Program project pursuant to Chapter 12.5, Part 10, Division 1, commencing with Section 17010.10, et. seq., of the Education Code, for needed new construction of school facilities:

NOW, THEREFORE, BE IT RESOLVED, by the Chico Unified School District Board of trustees as follows:

- 1. That the District hereby approves an application for construction of one (1) new classroom and a multi-purpose facility on the Marsh Jr. High School Campus; and.
- 2. The District realizes that the project application requests funding for 27 7-8 pupil grants; and, the District acknowledges that no eligibility currently exists at the 7-8 grade group;
- 3. Therefore, the District is requesting K-6 pupil grants be diverted to this project; and
- 4. The District realizes that the funds for the purpose of housing K-6 students are being diverted to an alternative use; and,
- 5. The State has satisfied its obligation to house the K-6 pupils for which the District has requested grants; and

The District hereby approves the attached housing plan.

PASSED AND ADOPTED at the meeting of this Board held on October 7, 2015, by the following called vote:

AYES: NOES: ABSTAINED: ABSENT:

Secretary of the Board of Trustees of the Chico Unified School District
Butte County, State of California

Chico Unified School District Proposed Housing Plan Use of Grant Application

The District currently has new construction eligibility of 889 pupil grants at the K-6 grade level. For this application, the district is requesting the use of 27 k-6 pupil grants. The District is demonstrating that they can adequately house those students in current facilities or by placing portables.

Chico Unified School District K-6 students will be housed as follows:

- 1. The District is currently planning to house students at in current classrooms (on its elementary school sites) by utilizing higher loading standards (33:1 at 4th through 6th grade).
- 2. In addition, the District will modify boundaries and/or limit Form 10 transfers if it becomes necessary for enrollments.
- 3. The District understands that it is using pupil grants from this K-6th grade level and it is not the responsibility of the OPSC to house these 27 students.

| AGENDA ITEM: | Adoption of Resolution No. 1307-15 Acceptance of the Use of State Construction Grant Funding to Construct a New Science Building at Chico Jr. High School |
|----------------|---|
| Prepared by: | Julia Kistle, Director, Facilities & Construction |
| X Consent | Board Date October 7, 2015 |
| Information On | ıly |
| Discussion/Act | ion |

The Chico Unified School District is applying to the State Allocation Board for approval of a School Facility Program for needed new construction of a new science building at Chico Jr. High School. Resolution No.1307-15 establishes the following:

- 1. That the District hereby approves an application for construction of 3 new classrooms on the Chico Jr. High School Campus; and,
- 2. The District realizes that the project application requests funding for 81 7-8 pupil grants; and, the District acknowledges that no eligibility currently exists at the 7-8 grade group;
- 3. Therefore, the District is requesting K-6 pupil grants be diverted to this project; and
- 4. The District realizes that the funds for the purpose of housing K-6 students are being diverted to an alternative use; and,
- 5. The State has satisfied its obligation to house the K-6 pupils for which the District has requested grants; and
- 6. The District hereby approves the attached housing plan.

Educational Implications

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

Fiscal Implications

No impact to the General Fund.

Recommendation

It is recommended that the Board of Education adopt Resolution No. 1307-15Acceptance of the Use of State Construction Grant Funding to Construct a New Science Building at Chico Jr. High School.

RESOLUTION NO. 1307-15

ACCEPTANCE OF THE USE OF STATE CONSTRUCTION GRANT FUNDING TO CONSTRUCT A NEW SCIENCE BUILDING AT CHICO JR. HIGH SCHOOL

WHEREAS, the Chico Unified School District is applying to the State Allocation Board for approval of a School Facility Program project pursuant to Chapter 12.5, Part 10, Division 1, commencing with Section 17010.10, et. seq., of the Education Code, for needed new construction of school facilities;

NOW, THEREFORE, BE IT RESOLVED, by the Chico Unified School District Board of trustees as follows:

- 1. That the District hereby approves an application for construction of 3 new classrooms on the Chico Jr. High School Campus; and,
- 2. The District realizes that the project application requests funding for 81 7-8 pupil grants; and, the District acknowledges that no eligibility currently exists at the 7-8 grade group;
- 3. Therefore, the District is requesting K-6 pupil grants be diverted to this project; and
- 4. The District realizes that the funds for the purpose of housing K-6 students are being diverted to an alternative use; and,
- 5. The State has satisfied its obligation to house the K-6 pupils for which the District has requested grants; and
- 6. The District hereby approves the attached housing plan.

PASSED AND ADOPTED at the meeting of this Board held on October 7, 2015, by the following called vote:

AYES: NOES: ABSTAINED: ABSENT:

Secretary of the Board of Trustees of the Chico Unified School District Butte County, State of California

Chico Unified School District Proposed Housing Plan Use of Grant Application

The District currently has new construction eligibility of 889 pupil grants at the K-6 grade level. For this application, the district is requesting the use of 81 K-6 pupil grants. The District is demonstrating that they can adequately house those students in current facilities and/or by placing portables.

Chico Unified School District K-6 students will be housed as follows:

- 1. The District is currently planning to house students at these grade levels in current classrooms (on its elementary school sites) at higher loading standards (33:1 at 4th through 6th grade).
- 2. In addition, the District will modify boundaries and/or limit Form 10 transfers if it becomes necessary for enrollments.
- 3. The District understands that it is using pupil grants from this K-6th grade level and it is not the responsibility of the OPSC to house these 81 students.

| AGENDA ITEM: | Acceptance and Approval of Documents Related to Nord Country School Proposition 1D of Campus |
|---------------|--|
| Prepared by: | Julia Kistle, Director of Facilities & Construction |
| X Consent | Board Date October 7, 2015 |
| Information O | nly |
| Discussion/Ac | etion |

Nord Country School has been approved by the State Allocation Board for a preliminary apportionment for modernization of the Chico Unified School District (CUSD) property located at 5554 California Street, currently occupied by Nord Country School.

The final application process requires CUSD Board approval of the following documents which are attached:

- 1. "Memorandum of Understanding" to be entered into by the State of California State Allocation Board, State of California School Finance Authority, the District and Nord Country School.
- 2. "Funding Agreement" to be entered into by the State of California School Finance Authority and Nord Country School.

Educational Implications

Modernized facilities are advantageous to the students, staff, and the community at large.

Fiscal Implications

Nord Country School is authorized to seek a maximum loan of \$125,000 from the California School Finance Authority. This represents a 50% match for their portion of the Proposition 1D project. The remaining 50% will come as a grant from Proposition 1D funds.

If Nord Country School defaults on the loan, Nord Country School is solely responsible to repay said loan.

If CUSD revokes or denies renewal of Nord Country School charter, the District first must offer the site to another charter school authorized by CUSD that is eligible and willing to assume the loan. If no charter school assumes the loan, the liability would be the responsibility of CUSD.

Recommendation

Staff recommends the Board to approve the "Memorandum of Understanding" and "Funding Agreement" for Nord Country School's application for Proposition 1D Modernization Funding.

| AGENDA ITEM: | One-Time Discretionary Survey Results, Fund Use Recommendation, Presentation |
|--------------------|--|
| Prepared by: | Kevin Bultema – Assistant Superintendent, Business Services |
| Consent | Board Date October 07, 2015 |
| Information Only | |
| X Discussion/Actio | n |

Chico Unified School District (CUSD) released a survey on July 29, 2015, seeking input from the public on how best to spend recent one-time discretionary funding provided in the 2015-2016 state budget. The funds are based on Average Daily Attendance (ADA) in the amount of \$530 per ADA, totaling an estimated \$5,868,086 for CUSD. It was noted that items included in the survey were largely one-time expenditures in recognition of funding received as one-time in nature. Results and recommendations are noted below.

Educational Implications

The proper accounting, reporting, and use of the district's financial resources supports high quality and broad based educational programs for the students of the Chico Unified School District.

Fiscal Implications

CUSD administration is providing a second draft for a recommendation regarding the use of onetime funds based on the survey responses which closed September 30, 2015. Responders included parents, teachers, CUSD employees, students, and members of the Chico community. Please note the guiding principles in the recommendations are as follows:

- 1. Based on input from the survey
- 2. Multi-year benefit from the one-time money
- 3. Limited funding from other sources for expenditures
- 4. Impact to largest number of students & community

A presentation will be provided with draft uses of the funds based on preliminary meetings with stakeholders. The final detailed expenditure plan will be developed in collaboration with stakeholders. The expenditure plan will be used in future budget developments and multi-year projections.

| Athletic Fields | \$ | 2,000,000 |
|---|----|-----------|
| Technology | \$ | 1,000,000 |
| Art / Music | \$ | 750,000 |
| Facilities | | |
| Exterior Painting - All Schools | \$ | 500,000 |
| Air Conditioning in High School Gyms | \$ | 500,000 |
| Locker Replacement at High Schools | | 100,000 |
| Compensation - District Health Insurance Contribution | | 500,000 |
| increased effective July 1, 2015 vs. January 1, 2016 | | |
| Classroom Supplies | \$ | 100,000 |
| Bus / Van Replacement | | 250,000 |
| Playgrounds - Citrus & Chapman Elementary Schools | | 100,000 |
| | \$ | 5,800,000 |

| AGENDA ITEM: | Approval of Contract – CliffordMoss, Public Information Services | | | | | |
|------------------|--|--|--|--|--|--|
| Prepared by: | Kevin Bultema – Assistant Superintendent, Business Services | | | | | |
| Consent | Board Date October 7, 2015 | | | | | |
| Information Or | nly | | | | | |
| X Discussion/Act | tion | | | | | |

The Chico Unified School District (CUSD) facility master plan has identified \$303,243,000 of construction and modernization needs. CUSD also has athletic facilities needs not identified in the master plan. Measure E was approved by voters in November of 2012 for a bond program in the amount of \$78 million dollars. Measure E was a tax rate extension measure meaning tax payers would not pay more than their property tax rate in 2012 for Chico Schools estimated at \$45.50 per \$100,000 of assessed value. Thus, CUSD will not be able to sell Measure E bonds for the entire \$78 million until the assessed valuation of property in Butte County increases over time. By leveraging state facility funds, developer fees and the first bond series sale from Measure E in the amount of \$15 million, CUSD is able to complete phases 1 & 2 of the master plan. There are 7 phases in the plan. It should be noted the state of California does not have a current facilities program and Governor Brown believes school facilities are a local issue. CUSD will need to determine if additional funds can be raised through a new ballot measure and how to best structure a bond program that allows access to needed capital while providing tax payers a fiscally responsible program.

CUSD issued a Request for Proposal (RFP) for financial advising services to assist in determining the best options to continue funding our facility master plan. We are working with Public Financial Management (PFM) for financial advisor consultant services.

Along with PFM, we interviewed for an election services firm to assist with a possible bond measure. Our interview team was comprised of two Board Members, Facilities Director, Assistant Superintendent for Business Services, and the Superintendent. The interview panel recommends CliffordMoss for election services. Please note, these services are for information gathering to assist the board with deciding if a possible bond measure is feasible. The services are not for a campaign or advocacy for a possible new bond.

Educational Implications

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

Fiscal Implications

Clifford's fees will be \$5,000 per month, effective October 1, 2015 through March 31, 2016 for a total of six months. Estimated total cost would be \$30,000. The fees would be paid from the districts unrestricted operating budget and would not be passed on to taxpayers through issuance of debt.

Cl!ffordMoss.

October 1, 2015

Kevin Bultema
Assistant Superintendent - Business
Chico Unified School District
Sent via email to: kbultema@chicousd.org

Re: Agreement for Professional Services

Dear Assistant Superintendent Bultema:

This letter confirms our agreement for professional services ("Agreement") and takes effect on the Commencement date provided below by and between **CliffordMoss** ("Provider") and **Chico Unified School District** ("Client").

1. Scope of Agreement.

Provider will, with consultation from Client and for the direct benefit of Client, provide strategic assessment, communications, election feasibility and/or strategic planning services relating to developing a public outreach strategy for Client and/or assessing the feasibility of and preparing for a school bond election. Provider's scope of work in this process will include:

A. Early Communications & Strategic Assessment Services

- Review relevant background material on Client's program needs.
- Assess Client's political environment and existing public communications efforts.
- Recommend a strategy to engage Client's community and opinion leaders
- Assess the feasibility of a bond measure through political diagnostics and polling.
- Assist with ongoing communications to keep the Board and District leaders informed.
- Provide ongoing project-related strategic counsel as needed.

B. IF a Measure is Feasible, Communications Strategy Final & Ballot Measure Preparation

- Based on early opinion leader input and polling research results, provide strategic input into Client's bond project list to ensure calibration for voter clarity.
- Recommend a strategy, tools, calendar and budget, and guide stakeholder and public communications and messaging as Client approaches the ballot.

Clifford Moss LLC. 5111 Telegraph Avenue, No. 307, Oakland, CA. 94609. www.cliffordmoss.com

- Provide recommendations to effectively package Client's measure for electoral success
- Prepare ballot language i.e. 75-word Ballot Statement and 300-word Argument.
- Collaborate with Client and other consultants to finalize Client's measure.
- Prepare Client for information-only communications environment <u>after</u> Client's ballot measure is filed and on the ballot (Fact Sheets, FAQs, etc.).
- Assist with internal communications to keep the Board and Client leaders informed.

Provide ongoing project-related strategic counsel as needed.

Commencement Date: October 1, 2015

Expiration Date: March 31, 2016 if Client determines that June, 2016 is its

preferred election date. If Client determines that

November 2016 is a better option, the parties will discuss

contract extension.

Compensation: \$5,000/month - plus approved business expenses (not to

exceed \$500 per month)

2. Compensation Payment Schedule.

Provider's Fee of \$5,000/month (five thousand dollars per month) will be invoiced on a monthly basis. Payments will be due within 15 days of Client's receipt of invoice.

3. Provider's Expenses.

Client shall separately reimburse Provider for Provider's reasonable and necessary expenses (the "Expenses") including, travel (airfare, car rental, gas and other related transportation expenses), lodging, meals, teleconferencing, and/or cellular telephone charges; photocopying and faxes; express mail, messenger or delivery service incurred in performing the Services hereunder. Provider shall be reimbursed by Client within thirty (30) days following presentation of Provider's invoice or statement.

Vendor Costs and Payments.

Subject to prior written approval of Client, Provider is authorized to enter into third party contracts on behalf of Client for Client's public information efforts. Payment of vendor for all good, services, and costs shall be Client's sole responsibility, and shall be in addition to the Compensation or any other fees for the Services. Such third party contracts include, without limitation, contracts for printing, paid field and phone calling, graphic artwork, demographic data and voter data, opinion research (polling services), mailing services, and postage.

5. Client's Obligations.

At all times while Provider is providing the Services described above or otherwise assisting Client and with the mutual consent of Client, Client shall promptly provide Provider with access to the facilities, personnel and other resources necessary for Provider to provide the Services.

LIMITED WARRANTY; LIMITATION ON LIABILITY. 6.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S LIABILITY SHALL BE LIMITED TO THE AMOUNT PAYABLE BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT FOR DELIVERABLES PROVIDED PRIOR TO THE CLAIMS.

Indemnification. 7.

Each party agrees to indemnify, defend and save harmless from all loss, liability, damage, claim, cost or expense (including reasonable attorney fees or court costs) to the extent caused by the actual or alleged infringement of any patent, copyright, trade secret, or other proprietary right arising from or related to any material it furnished to such other party pursuant to this Agreement. Each party agrees to indemnify, defend, and save harmless the other party from all loss, liability, damage, claim, cost or expense (including reasonable attorney fees or court costs) arising from or relating to any personal injury, death, damage to property, or economic loss to the extent caused by the Indemnifying Party's sole negligent act or omission, intentional misconduct, or other breach of duty. In the event both Provider and Client are at fault, indemnification shall be proportionate to their respective shares of fault. In the event neither party is at fault, each party shall bear responsibility for its own losses, expenses and liabilities.

Term; Termination. 8.

- (a) The term of this Agreement shall commence on the Commencement Date and continue through the Expiration Date as those terms are defined in Section 1 (Scope of Agreement) above.
- (b) Either party may terminate this Agreement with or without cause by sending written notice of termination at least thirty (30) days prior to terminating the Agreement. In the event of termination, Client shall pay the outstanding balance of all fees due to Provider provided by this Agreement within ten (10) days of the termination.
- (c) The parties may agree to extend this Agreement at any time by mutual written consent.

Agreement Is Confidential. 9.

Client agrees that Client shall not during, or at any time following termination of Agreement with Provider, disclose or divulge to other parties, the specific terms of this Agreement, except as required by law.

Ownership of Work Product. 10.

All finished documents and other materials prepared by Provider under this contract shall be jointly owned by Client and Provider. Joint ownership means that either Client or Provider can use documents or materials as needed at their discretion. The only exception to this joint ownership agreement is artistic renderings. Joint future use of such artistic renderings by Client shall be subject to negotiation between Client and the appropriate artist/sub-vendor.

11. Protection of Confidential Information.

Provider has and will develop, compile, and own certain proprietary techniques and confidential information and data that have great value in its business (such techniques, and information and data are referred to in this Agreement collectively as "Confidential Information"). Confidential Information includes, without limitation, (a) all information that has or could have commercial value or other utility in the business in which Provider is engaged or in which it contemplates engaging and (b) all information of which the unauthorized disclosure could be detrimental to the interests of Provider, whether or not such information is identified as Confidential Information by Provider.

Client shall keep confidential any and all Confidential Information regardless of means of transmission and storage except as required by law. Failure to mark any of the Confidential Information as confidential or proprietary shall not affect its status as Confidential Information under the terms of this Agreement. Client shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Client shall take at least those measures that Client takes to protect its own most highly confidential information. Client acknowledges that it is impossible to measure fully, in money, the injury that will be caused in the event of a breach or threatened breach of this provision and Provider shall be entitled to injunctive relief to enforce the provisions of this Agreement, without prejudice to any other remedy that such party may have at law or in equity.

12. Late Charges.

Provider may charge a late fee of 1.5% per month on any payment due under this Agreement and not paid in full on the date due, and on any balance due and unpaid more than thirty (30) days after presentation of any statement or invoice from Provider.

13. Notice.

All notices required or permitted under this Agreement must be in writing and will be deemed given (a) when delivered personally, (b) two (2) days after having been sent by commercial express courier with written verification of receipt, (c) on transmission by facsimile, provided that receipt is confirmed by a report generated the facsimile machine transmitting such notice, or (d) on the earlier of receipt or seven (7) business days after having been sent by U.S. first class mail, return receipt requested, postage prepaid. The delivery address for any such notice shall be as follows:

Chico Unified School District Attention: Kevin Bultema 1163 East 7th Street Chico, CA 95928 CliffordMoss
Attention: Tom Clifford
5111 Telegraph Avenue, No. 307
Oakland, CA 94609

14. Survival.

All terms and provisions hereof intended to be observed and performed by the parties after the termination hereof, shall survive such expiration or termination and shall continue thereafter in full force and effect, subject to applicable statutes of limitations.

15. Severability.

If a court of competent jurisdiction finds any provision of this Agreement void, illegal, invalid or unenforceable as applied to any person or circumstance, the remainder of this Agreement and the application of such provision to other persons or circumstances shall be interpreted so as best to effect the intent of the parties hereto. The parties further agree to replace any such void, illegal, invalid or unenforceable provision with a valid and enforceable provision that will achieve, to the fullest extent possible, the economic, business, and other purposes of such provision.

16. Assignment Prohibited; Binding Effect; No Third Party Rights.

No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt to assign such rights or obligations shall be null and void. Notwithstanding the prior limitation, this Agreement shall be binding on and inure to the benefit of the parties hereto, their successors and assigns. This Agreement shall not create any rights or benefits to parties other than Client and Provider. No third party shall have the right to rely on Provider opinions rendered in connection with the Services without the prior written consent of Provider.

17. Governing Law; Venue.

This Agreement shall be governed by the laws of the State of California without regard to any conflicts of law doctrine. In any action or proceeding brought to enforce this Agreement or any other claim arising out of or related to this Agreement, the venue shall be Butte County, California, if the action is brought by Client or Alameda County, California, if the action is brought by Provider. Each party waives, to the maximum extent permitted by law, any and all rights, either substantive or procedural, which in any way limit or prevent enforcement of the terms of this Agreement.

18. Entire Understanding; Waiver; Modification.

This Agreement constitutes the complete and exclusive statement of the agreement among the parties about the described subject matter. It supersedes all prior written and oral statements, including any prior representation or statement. No waiver or indulgence of any failure to keep or perform any promise or condition of this Agreement shall be a waiver of any preceding or succeeding breach of the same or any other promise or condition. No waiver of any right shall be construed as a waiver of any other right. Neither party shall be required to give notice to

5.1.2. Page 7 of 7

enforce strict adherence to all terms of this Agreement. No waiver or modification of any of the terms of this Agreement shall be valid unless in writing, signed by the party to be bound.

| Provider: | CliffordMoss | |
|-----------|---|----------------------|
| Address: | 5111 Telegraph Avenue, No. 307, Oakland 94609 | |
| Зу: | Tom Clifford, Principal | Date: |
| Client: | Chico Unified School District | |
| Address: | 1163 East 7 th Street, Chico, California 95928 | |
| Ву: | | Date: ss Services |

5.1.3. Page 1 of 1

| AGENDA ITEM: | Approval of Contract – Electorate Polling Services, | | | | |
|-----------------|---|--|--|--|--|
| Prepared by: | Kevin Bultema – Assistant Superintendent, Business Services | | | | |
| Consent | Board Date October 7, 2015 | | | | |
| Information O | nly | | | | |
| X Discussion/Ac | etion | | | | |

Background Information

The Chico Unified School District (CUSD) is investigating options for implementing the district's Facility Master Plan (FMP) and improving athletic facilities. Measure E was approved by voters in November of 2012 for a bond program in the amount of \$78 million dollars. Measure E was a tax rate extension measure meaning taxpayers would not pay more than their property tax rate in 2012 for Chico Schools estimated at \$45.50 per \$100,000 of assessed value. Thus, CUSD will not be able to sell Measure E bonds for the entire \$78 million until the assessed valuation of property in Butte County increases over time. A new funding source is needed to implement the facilities master plan more fully and more timely.

Administration is attempting to gather information regarding the community's support for additional funding options. A key component to determining community support is election polling. Administration is recommending we hire a company whose focus is election and polling data services. The detailed contract will be provided in an addendum to this agenda to be distributed before the legal timeline.

Educational Implications

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

Fiscal Implications

The estimated cost for these services is approximately \$20,000. The actual amount will be noted in the contract which will be provided in an addendum to the agenda. The cost would be paid from the district's unrestricted operating budget and will not be passed on to taxpayers through issuance of debt.

| AGENDA ITEM: | Resolution 1295-15, Certification of Provision of Standards-Aligned Instructional Materials | | | | |
|------------------|---|----------------------------|--|--|--|
| Prepared by: | Mike Morris, Director | | | | |
| Consent | | Board Date October 7, 2015 | | | |
| Information O | nly | | | | |
| X Public Hearing | g/Discussion/Action | | | | |

Education Code Section 60119 requires that each pupil within the Chico Unified School District be provided sufficient textbooks and instructional materials aligned to the content standards and consistent with the cycles and content of the curriculum frameworks in the areas of history/social science, mathematics, reading/language arts and science. The attached Certification of Provision of Standards-Aligned Instructional Materials states that we are currently sufficient for the 2015-16 school year. As such, the Educational Services Department requests approval of Resolution 1295-15.

As required by CCR, Title 5, Section 9531, instructional materials for students in grades K-8 were purchased from an approved standards-aligned state adoption list and instructional materials purchased for students in grades 9-12 are aligned with the state content standards and are approved by the CUSD Board of Education following district review of the materials.

Educational Implications

All students will be provided with sufficient textbooks and instructional materials in the core instructional areas for in-class work as well as homework.

Fiscal Implications

Standards-aligned instructional materials are purchased out of the state provided funds.

CHICO UNIFIED SCHOOL DISTRICT 1163 EAST SEVENTH STREET CHICO, CA 95928 (530) 891-3000

RESOLUTION NO. 1295-15

Whereas, the governing board of Chico Unified School District, in order to comply with the requirements of *Education Code* section 60119 held a public hearing on October 7, 2015, at 6:00pm, which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

Whereas, the governing board provided at least ten days notice of public hearing posted in at least three public places within the district that stated the time, place and purpose of the hearing, and;

Whereas, the governing board encouraged participation by parents, teachers, members of the community and bargaining unit leaders in the public hearing, and;

Whereas information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district, and;

Whereas, the definition of "sufficient textbooks or instructional materials" means that each pupil has a textbook or instructional materials, or both, to use in class and to take home;

Whereas sufficient textbooks and instructional materials were provided to each student, including English learners, in mathematics, science, history-social science, and English/language arts, including the English language development component of an adopted program, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks;

Whereas, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language or health classes, and;

Whereas, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

Therefore it is resolved that for the 2015-16 school year, the Chico Unified School District has provided each pupil with sufficient textbooks and instructional materials aligned to the content standards and consistent with the cycles and content of the curriculum frameworks.

| Adopted th | is 7th day of October, 2015 |
|----------------------------------|-----------------------------|
| Ayes: Noes: Abstentions: Absent: | |
| | Board President |
| Secretary/Clerk | |

5.2.1. Page 3 of 4

Chico Unified School District

Educational Services - Elementary Education (530) 891-3020

Certification of Provision of Standards-Aligned Instructional Materials

The local governing board of the Chico Unified School District hereby certifies that as of this date, each pupil in the district, in kindergarten through grade twelve, has been provided with a standards-aligned textbook or basic instructional materials in each of the following areas:

- History/social science
- Mathematics
- Reading/language arts
- Science

Aves:

For students in K-8, the instructional materials were purchased from an approved standards-aligned state adoption list as required by *CCR*, *Title 5*, Section 9531.

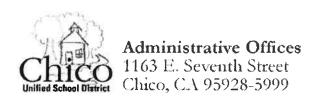
For students in grades 9-12, the instructional materials were adopted by the local governing board following district review of the materials and their alignment with state content standards as required by *CCR*, *Title 5*, Section 9531. Certification was approved by the local governing board at a public meeting held on October 7, 2015.

The local governing board of the Chico Unified School District has provided each pupil in Kindergarten through grade eight with a state adopted standards-aligned textbook or basic instructional materials in the following subjects by the date indicated below to meet the 24 month rule in EC 60422 (a):

| Subject | Date Provided | | |
|------------------------|---------------|--|--|
| Reading/Language Arts | August 2010 | | |
| History-Social Science | August 2006 | | |
| Science | August 2007 | | |
| Mathematics | August 2014 | | |

| Certification was approved by the local governing board at a public meeting held on October 7, 201: | Certification was approved by | y the local | governing | board at a | public meeting h | neld on | October 7 | , 2015. |
|---|-------------------------------|-------------|-----------|------------|------------------|---------|-----------|---------|
|---|-------------------------------|-------------|-----------|------------|------------------|---------|-----------|---------|

| Noes: | |
|----------------------|-----------------|
| Abstentions: Absent: | |
| | Board President |
| Secretary/Clerk | |



PUBLIC HEARING NOTICE October 7, 2015 – 6:00 P.M. BOARD MEETING DISTRICT OFFICE LARGE CONFERENCE ROOM 1163 E. 7TH STREET CHICO, CA 95928

NOTICE OF PUBLIC HEARING

The Chico Unified School District Board of Education will hold a Public Hearing at a board meeting on Wednesday, October 7, 2015. The Board meeting will begin at 6:00 p.m., and the Public Hearing item listed below will be discussed and an opportunity for public testimony will be made available in accordance with the Discussion calendar of the agenda. Public Hearing items include:

PUBLIC HEARING - Notice of Apportionment for the State Instructional Materials Fund, Grades K-12, Fiscal Year 2015-2016. Education Code §60119 requires that, in order to receive instructional

materials from any state source, in each fiscal year from 1994-95 onward, the Governing Board shall hold a public hearing regarding the sufficiency of instructional materials in the district.

This Notice will serve to fulfill the District's 10-day notice requirement of all Public Hearings pursuant to Education Code §5362. A formal agenda containing the item listed above will be posted and distributed in accordance with district procedures on Friday, October 2, 2015.

Elizabeth Griffin, Board President Chico Unified School District

Posted: September 18, 2015