

CUSD Board of Education

Regular Meeting Agenda

Chico City Council Chambers

December 16, 2015

CLOSED SESSION – 5:00 P.M.

REGULAR BOARD MEETING – 6:00 P.M.



Board Members

Elizabeth Griffin, President

Eileen Robinson, Vice President

Linda Hovey, Clerk

Dr. Kathleen Kaiser, Member

Gary Loustale, Member

Kelly Staley, Superintendent

This Agenda is Available at:
Chico Unified School District
1163 E. 7th Street
Chico, CA 95928
(530) 891-3000
Or Online at:
www.chicousd.org

Posted: 12/11/15

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.chicousd.org.

CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Regular Meeting – December 16, 2015

Closed Session – 5:00 p.m.

Regular Session – 6:00 p.m.

Chico City Council Chambers
421 Main Street, Chico, CA 95928

AGENDA

1. CALL TO ORDER

- 1.1. Public comment on closed session items

2. CLOSED SESSION

2.1. Update on Labor Negotiations

Employee Organizations:

Representatives:

CUTA

CSEA, Chapter #110

Kelly Staley, Superintendent

Jim Hanlon, Asst. Superintendent

Joanne Parsley, Asst. Superintendent

Kevin Bultema, Asst. Superintendent

2.2. Conference with Real Property Negotiators

Per Government Code §54956.8

APN #s 006-220-008-000 and 005-570-014-000,

Price and Terms of Payment

Agency's Negotiator: Kevin Bultema

2.3. Conference with Legal Counsel – Anticipated Litigation

Per Subdivision (b) of Government

Code §54956.9 (one case)

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

3. RECONVENE TO REGULAR SESSION

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

4. ORGANIZATIONAL MEETING

- 4.1. Elect President
- 4.2. Elect Vice President
- 4.3. Elect Clerk
- 4.4. Appoint Secretary to the Board
- 4.5. Set Date, Time and Place of Regular Meetings
- 4.6. Agenda Layout

5. STUDENT REPORTS

6. SUPERINTENDENT'S REPORT AND RECOGNITION

7. ANNOUNCEMENTS

8. ITEMS FROM THE FLOOR

9. REPORTS FROM EMPLOYEE GROUPS REGARDING NEGOTIATIONS

10. CONSENT CALENDAR

10.1. GENERAL

- 10.1.1. Consider Approval of Minutes of Regular Session on November 18, 2015, and Special Session on December 9, 2015
- 10.1.2. Consider Approval of Items Donated to the Chico Unified School District

10.2. EDUCATIONAL SERVICES

- 10.2.1. Consider Approval of the Expulsion of Students with following IDs: 58950, 61375, 61434, 76249, 79557
- 10.2.2. Consider Approval of the Expulsion Clearance of Student with the Following ID: 81313
- 10.2.3. Consider Approval of the Field Trip Request for CHS FFA Officers to Attend a Winter Officer Retreat in Chester, CA from 12/18/15 to 12/20/15
- 10.2.4. Consider Approval of the Field Trip Request for CHS FFA Ag Department to Attend the Made for Excellence and Advanced Leadership Academy Conferences in Redding, CA from 01/15/16 to 01/16/16
- 10.2.5. Consider Approval of the Field Trip Request for PVHS IB Seniors and Juniors to Participate in Rock Climbing at Davis, CA from 01/08/16 to 01/09/16
- 10.2.6. Consider Approval of the Field Trip Request for PVHS I-Tech and Video Production Students to Attend the Skills USA Leadership Conference in San Diego, CA from 03/30/16 to 04/03/16
- 10.2.7. Consider Approval of the Field Trip Request for PVHS Music Students to Attend the Northern California Honor Band and Choir at Humboldt State in Eureka, CA from 02/04/16 to 02/07/15
- 10.2.8. Consider Approval of the i-Ready Intervention Contract for Title I Schools

10.3. BUSINESS SERVICES

- 10.3.1. Consider Approval of Accounts Payable Warrants

10.4. HUMAN RESOURCES

- 10.4.1. Consider Approval of Certificated Human Resources Actions
- 10.4.2. Consider Approval of Classified Human Resources Actions

11. DISCUSSION/ACTION CALENDAR

11.1 EDUCATIONAL SERVICES

- 11.1.1. **Information:** Athletic Accountability Plan (Randy Gilzean)
- 11.1.2. **Discussion/Action:** Vendor Recommendation – Duplicating Equipment (John Vincent)

11.2. BUSINESS SERVICES

- 11.2.1. **Discussion/Action:** 2015-16 1st Interim Budget (Kevin Bultema)
- 11.2.2. **Discussion/Action:** Retiree Medical Benefits, Tentative Agreement (Kevin Bultema)

11.3 HUMAN RESOURCES

- 11.3.1. **Discussion/Action:** Approval of Board Representative to Personnel Commission (Jim Hanlon)

12. ITEMS FROM THE FLOOR

13. ANNOUNCEMENTS

14. ADJOURNMENT

Elizabeth Griffin, President
Board of Education
Chico Unified School District

MINUTES

1. CALL TO ORDER

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

Present: Griffin, Robinson, Hovey, Kaiser, Loustale

Absent: None

1.1. Public comment on closed session items

There were no public comments

2. CLOSED SESSION**2.1. Update on Labor Negotiations**

Employee Organizations:

Representatives:

CUTA

CSEA, Chapter #110

Kelly Staley, Superintendent

Jim Hanlon, Asst. Superintendent

Joanne Parsley, Asst. Superintendent

Kevin Bultema, Asst. Superintendent

2.2. Conference with Real Property Negotiators

Per Government Code §54956.8

APN # 006-220-008-000, Price and Terms of Payment

APN # 003-140-001-000, Price and Terms of Payment

Agency's Negotiator: Kevin Bultema

2.3. Conference with Legal Counsel – Anticipated Litigation

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

2.4. Conference with Legal Counsel - Existing Litigation

per Subdivision (a) of Government Code §54956.9

Case #161637

Case #CRF-15-514477

Case #504952

2.5. Public Employee Appointments

Per Government Code §54957

Title: Deputy Superintendent

2.6. Public Employee Performance Evaluation

Per Government Code §54957

Title: Superintendent

2.7. Public Employee Discipline/Dismissal/Release

Per Government Code §54957

(one certificated employee)

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

At 6:00 p.m. Board President Griffin called the meeting to order

3.2. Report Action Taken in Closed Session

Board President Griffin noted the Board had been in Closed Session and reported that 1) Resolution 1311-15, Release/Non-Reelection of Temporary Certificated Employee had unanimously been approved and 2) the Board gave direction to Administration to continue with negotiations on Real Property/APN #006-220-008-000 by a 4:1 vote (AYES: Robinson, Hovey, Kaiser, Loustale; and NOEs: Griffin)

3.3. Flag Salute

Board President Griffin led the salute to the flag.

4. ANNOUNCEMENTS

Board Member Kaiser encouraged attendance at the fall town hall meeting at CSUC in the BMU tomorrow night regarding public issues. Board Member Kaiser congratulated the CUSD Facilities team for their recent award from Green California's School Summit. Julie Kistle, Facilities Director provided an overview of the program and recognition the District received including sustainability practices such as solar power at 10 school sites and 4 CHIP buildings.

5. ITEMS FROM THE FLOOR

Sharon Keplen, a Nurse in the community and a CUSD parent, presented information on the importance of sexual education. Ann Murphy, a Marriage & Family Therapist and a CUSD parent, noted she and other parents were working with Director David McKay on Sexual Education information for students and in particular updated curriculum for middle schools and high schools. Lupe Aronlaw, a Church Youth Director and CUSD parent also presented information on the importance of updated sexual education.

6. REPORTS FROM EMPLOYEE GROUPS REGARDING NEGOTIATIONS

Kevin Moretti, CUTA President, provided information on interest based bargaining, Kindergarten hours, modification of number of years' experience for nurses & speech pathologists, and a reinstatement of hourly pay rate of Special Education teachers for summer school. The next meeting is scheduled for December 3. Sean Sullivan, CSEA President, noted the union is working with Human Resources on faster hiring processes.

7. CONSENT CALENDAR**7.1. GENERAL**

7.1.1. Approved the Minutes of Regular Session on October 21, 2015

7.1.2. Approved the Items Donated to the Chico Unified School District

7.2. EDUCATIONAL SERVICES

7.2.1. Approved the Expulsion of Students with following IDs: 53591, 58048, 64131, 65675, 66437, 72439, 76444

7.2.2. Approved the Field Trip Request for Parkview's 5th Grade GATE class to attend the Age of Sail at Hyde St. Pier in San Francisco from 04/28/16 to 04/29/15 (noting the ending date listed on the agenda should read 04/29/16, not 04/29/15)

7.2.3. Approved the Field Trip Request for Little Chico Creek's Sixth Grade class to Attend an Environmental Education Camp in Whiskeytown, CA from 04/25/16 to 04/29/16

7.2.4. Approved the Field Trip Request for Marigold's and Shasta's 5th and 6th Grade Classes to Attend Environmental Education at Shady Creek Outdoor School from 01/12/16 to 01/15/16 and 01/19/16 to 01/22/16

7.2.5. Approved the Field Trip Request for CHS Honor Choir and Honor Band to Attend the Nor Cal Honor Choir at Humboldt State University in Eureka, CA from 02/04/16 to 02/07/16

MINUTES

- 7.2.6. Approved the Field Trip Requests (12) for PVHS Athletes to Attend Overnight Tournaments
- 7.2.7. Approved the Field Trip Request for PVHS Prostart Culinary II Teams to Attend the CA Restaurant Association State Invitational in Sacramento, CA from 03/12/16 to 03/13/16
- 7.2.8. Approved the Field Trip Request for PVHS FHA-HERO classes to attend the State Leadership Meeting in Riverside, CA from 04/15/16 to 04/19/16
- 7.2.9. Approved the Quarterly Report on Williams Uniform Complaints
- 7.2.10. Approved the Consultant Agreement with NAF (National Academy Foundation)

7.3. BUSINESS SERVICES

- 7.3.1. Approved the Accounts Payable Warrants
- 7.3.2. Approved the Notice of Completion for Bidwell Modernization Increment 3
- 7.3.3. Approved the Notice of Completion for Window Coverings at Little Chico Creek, Shasta, Sierra View
- 7.3.4. Approved the Bid Approval for Safety and Security Window Coverings at Chico Jr. High School
- 7.3.5. Approved the Request for Allowance of Attendance Because of Emergency Conditions

7.4. HUMAN RESOURCES**7.4.1. Approved the Certificated Human Resources Actions**

It was noted the name "Richardson" should be listed as "Jill Richardson"

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Comment</u>
<u>Temporary Appointments – 2015/16</u>			
Barsuglia, Elizabeth	Secondary	11/9/15	0.8 FTE
Evans, Andrea	Speech	1/4/2016	0.4 FTE
Hervey, Patience	Psychologist	11/30/2015	0.8 FTE
Quok, Kalyn	Secondary	10/19/2015	0.4 FTE
<u>Leave Requests – 2015/16</u>			
Pearce, Leigh	Speech	11/2/15-6/2/2016	0.4 FTE Child Care Leave
<u>Status Changes - 2015/16</u>			
Imes, Kelly	Elementary	2015/16	.75 FTE From Temporary to Probationary 1
Mathews, Jordan	Secondary	2015/16	0.2 FTE From Temporary to Permanent
O'Brien, Jaime	Secondary	2015/16	1.0 FTE From Temporary to Probationary 1
Oberg, Tamara	Secondary	2015/16	0.4 FTE From Temporary to Probationary 2
Richardson	Elementary	2015/16	1.0 FTE From Temporary to Probationary 1
Riggs, Ronald	Secondary	2015/16	0.2 FTE From Temporary to Permanent

7.4.2. Approved the Classified Human Resources Actions

ACTION NAME	CLASS/LOCATION/ASSIGNED HOURS	EFFECTIVE	COMMENTS
APPOINTMENT			
Andrew, Christian	Custodian/CHS/8.0	10/26/2015	Vacated Position
Avram, Nancy	IPS-Healthcare/Emma Wilson/6.0	10/26/2015	Vacated Position
Berlin, Shawna	IA-Special Education/ CHS/5.0	10/20/2015	Vacated Position
Borges, Kristina	Health Assistant/ Marigold/5.0	11/30/2015	Vacated Position

MINUTES

ACTION NAME	CLASS/LOCATION/ASSIGNED HOURS	EFFECTIVE	COMMENTS
Bower, Timothy	IA-Special Education/ Marigold/6.0	11/2/2015	New Position
Bromley, Charise	Accountant/Business Svcs/8.0	10/14/2015	Vacated Position
Carter, Julie	Instructional Assistant/ LCC/2.2 & 2.2	10/19/2015	Existing Position
Crotti, Maryanne	Campus Supervisor/ BJHS/1.0	9/2/2015	Vacated Position
Dixon, Constance	Campus Supervisor/ CJHS/1.0	11/6/2015	New Position
Dugan, Jeanne	Cafeteria Assistant/Emma Wilson/3.0	10/26/2015	Vacated Position
Galvan, Alina	Elementary Guidance Specialist/Hooker Oak/4.0	11/3/2015	Vacated Position
Gibson, Sarah	IPS-Classroom/LCC/3.0	10/26/2015	Vacated Position
Guzeldere, Jessenia	Targeted Case Mgr- Bilingual/Educational Svcs/8.0	9/8/2015	New Position
Horgan, Erin	Parent Classroom Aide- Restr/Parkview/3.5	9/10/2015	Existing Position
Kandler, Gregory	SMW-Sprinkler Systems/M & O/8.0	9/1/2015	Vacated Position
Lazenby, Maija	Elementary Guidance Specialist/Sierra View/3.0	10/20/2015	Vacated Position
Ledgerwood, Christopher	Custodian/PVHS/8.0	9/1/2015	Vacated Position
Lessenger, Ova	LT IPS-Classroom/Emma Wilson/2.0	10/12/2015- 3/26/2016	During Absence of Incumbent
Martin, Jennifer	Elementary Guidance Specialist/Emma Wilson/3.5	11/2/2015	Vacated Position
Molina, Mario	Delivery Worker/ Warehouse/6.5	11/2/2015	Vacated Position
Ochoa, Amber	Parent Liaison Aide- Restr/Citrus/2.0	10/19/2015	Vacated Position
Pepper, Kayla	IPS-Classroom/Emma Wilson/3.5	10/13/2015	Vacated Position
Phizackerly, Lisa	Parent Classroom Aide- Restr/Hooker Oak/2.5	11/2/2015	Vacated Position
Rice-Capucion, Yvette	Library Media Assistant/ Neal Dow/0.5	10/19/2015	New Position
Rice-Capucion, Yvette	IA-Special Education/Neal Dow/0.5	10/19/2015	New Position
Schwartz, Karen	Health Assistant/LCC/6.0	11/3/2015	Vacated Position
Stephens, Sean	IPS-Classroom/PVHS/6.0	10/19/2015	Vacated Position
Stimac, Kotie	Campus Supervisor/ BJHS/1.5	10/26/2015	Vacated Position

MINUTES

ACTION NAME	CLASS/LOCATION/ASSIGNED HOURS	EFFECTIVE	COMMENTS
Story, Glenn	LT IPS-Classroom/Hooker Oak/4.0 & 2.0	10/16/2015-11/20/2015	During Absence of Incumbent
Sullivan, Veronica	Health Assistant/Hooker Oak/4.0	11/2/2015	Vacated Position
Vestnys, Stephanie	IPS-Classroom/ Chapman/6.0	10/14/2015	Vacated Position
PROMOTION			
Evans, Pauline	Sr Office Assistant/ FVHS/8.0	11/2/2015	Vacated Position
RE-EMPLOYMENT			
McEntee-Choo, Misty	Accounting Technician/ BJHS/4.0	10/13/2015	Vacated Position
LEAVE OF ABSENCE			
Fuston, Jessica	Office Assistant/CHS/8.0	11/9/2015	Early Return
RESIGNATION/TERMINATION			
Heaps, Dina	Parent Classroom Aide- Restr/Shasta/4.8	11/20/2015	Voluntary Resignation
Koll, Lynne	Accountant/Business Svcs/8.0	11/5/2015	To 39-mo Re-employ List
LeDonne, Tanya	Health Assistant/FVHS/3.4	11/10/2015	Voluntary Resignation
Schoon, Keli	IA-Special Education/ PVHS/5.0	10/2/2015	Voluntary Resignation
Silva, Nicole	IPS-Classroom/Loma Vista/4.0	9/7/2015	Voluntary Resignation
Silva, Nicole	IPS-Classroom/ Rosedale/3.5	9/7/2015	Voluntary Resignation
Stewart, Chloe	IPS-Classroom/Loma Vista/3.5	11/20/2015	Voluntary Resignation
RESIGNED ONLY POSITION LISTED			
Borges, Kristina	Health Assistant/ Chapman/4.0	11/29/2015	Increase in Hours
Bower, Timothy	IPS-Classroom/CJHS/4.0	11/1/2015	Transfer w/Increased Hours
Bromley, Charise	LT Accountant/Business Svcs/8.0	10/13/2015	Appointment
Carter, Julie	Instructional Assistant/ LCC/2.0 & 2.0	10/19/2015	Increase in Hours
Dugan, Jeanne	Cafeteria Assistant/ BJHS/2.5	10/25/2015	Increase in Hours
Evans, Pauline	Office Assistant Elementary Attendance/Parkview/4.0	11/1/2015	Promotion
Stimac, Kotie	Campus Supervisor/ BJHS/2.3	10/25/2015	Voluntary Reduction in Hours

MINUTES

- 7.4.3. Approved Resolution No. 1312-15, Resolution, Ratification, and Affirmation of the Designation of Classified Deputy and/or Assistant Superintendent Positions as Senior Management Positions of the Classified Service

(Consent Vote)

AYES: Griffin, Robinson, Hovey, Kaiser, Loustale

NOES: None

ABSENT: None

8. DISCUSSION/ACTION CALENDAR

8.1. BUSINESS SERVICES

8.1.1. Discussion/Action: Possible New Bond for School Facilities

Assistant Superintendent Kevin Bultema, provided a presentation on a Possible New Bond for School Facilities along with guest speakers from EMC Research, CliffordMoss, and Public Financial Management. The Presentation included results from the telephone polling survey, financial advisory bond analysis, as well as projected timeline for potential election ballot. Board Member Kaiser moved to direct staff to pursue a Bond Measure in the amount of Proposition 39's maximum amount of \$60/\$100,000 for the November 2016 election which gives staff time to bring together stakeholder groups to revisit the master plan; seconded by Board Vice President Robinson.

AYES: Griffin, Robinson, Hovey, Kaiser, Loustale

NOES: None

ABSENT: None

8.2 BOARD

8.2.1. Discussion/Action: Setting Date of Annual Organizational Meeting of the Governing Board of the Chico Unified School District – Proposed Date: December 16, 2015

Board Member Kaiser moved to approve December 16, 2015, as the date for the Annual Organizational Meeting of the Governing Board of the Chico Unified School District; seconded by Board Member Loustale.

AYES: Griffin, Robinson, Hovey, Kaiser, Loustale

NOTES: None

ABSENT: None

9. ITEMS FROM THE FLOOR

There were no items from the floor.

10. RECESS

During the Recess, the Annual Meeting of the Board of Directors of the Chico Unified School Financing Corp. was held in accordance with that Agenda

11. RECONVENE TO REGULAR SESSION

Board President Griffin called the regular session back to order.

12. ANNOUNCEMENTS

Board President Griffin announced a Board Workshop is scheduled for December 9 to discuss items learned from the CSBA and STEM conferences and other items of Board interest.

MINUTES

13. **ADJOURNMENT**

Board President Griffin adjourned the meeting.

:ka

APPROVED:

Board of Education

Administration

MINUTES

1. CALL TO ORDER

At 5:00 p.m. Board President Griffin called the meeting to order in the Large Conference Room, at the Chico Unified District Office at 1163 East 7th St. and announced the Board was moving into Closed Session.

Present: Griffin, Robinson, Hovey, Kaiser, Loustale

1.1. Public comment on closed session item

There were no public comments

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 Conference with Real Property**Negotiators**

Per Government Code §54956.8

APN #006-220-008-000, Price and Terms of Payment

APN #005-570-014-000, Price and Terms of Payment

Agency's Negotiator: Kevin Bultema

2.3. Conference with Legal Counsel – Existing Litigation

Per Subdivision (a) of Government Code §54956.9

Case #161637

Case #CRF-15-514477

Case #504952

2.4. Conference with Legal Counsel - Anticipated Litigation

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

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

At 6:00 p.m. Board President Griffin called the meeting to order.

3.2. Report Action Taken in Closed Session

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

4. CONSENT CALENDAR

Board President Griffin asked if anyone would like to pull a consent item for further discussion. No items were pulled. Board Member Kaiser moved to approve the Consent Items; seconded by Board Member Loustale.

4.1. BUSINESS SERVICES**4.1.1. Approved the Circulation of Request for Qualifications (RFQ) for Architectural Services**

MINUTES

4.1.2. Approved the Notice of Completion for Bidwell Modernization Increment 2

4.1.3. Approved the Notice of Completion Cable Infrastructure Phase 2 at Marsh Jr. High School

(Consent Vote)

AYES: Griffin, Robinson, Hovey, Kaiser, Loustale

NOES: None

ABSENT: None

5. **DISCUSSION/ACTION CALENDAR**

5.1. **BUSINESS SERVICES**

5.1.1. **Discussion/Action: Preauthorization for Design Consultant for Athletic Field Improvements at Chico High School and Pleasant Valley High School**

Director Julie Kistle presented information on the request for preauthorization for a design consultant for athletic field improvements at Chico High and Pleasant Valley High Schools and addressed questions. Board Member Kaiser asked to amend the request so that a Board representative who works on the Facilities Committee (Board Member Kaiser or Board Clerk Hovey) be asked to attend the meetings; seconded by Board Vice President Robinson. Superintendent Staley clarified that this amendment was not a requirement but a request. Director Kistle stated she could email information to Board representatives if they were not able to attend the meetings.

(Consent Vote)

AYES: Griffin, Robinson, Hovey, Kaiser, Loustale

NOES: None

ABSENT: None

6. **INFORMATION/DISCUSSION**

6.1. **BOARD**

6.1.1. **Information: Board Members Will Discuss Workshop Topics from Recent CSBA Annual Education Conference**

Board Member Loustale presented information on ROP program classes and noted students were filming tonight's Board Workshop for live streaming via internet. He also discussed ROP funding and future status. Board Vice President Robinson discussed Special Education topics addressing means to provide additional information and awareness to Principals, PTA, and community groups. Board Member Kaiser brought forth details on Title IX needs and Coordinator duties as well as follow up review on the Bond Election. Board Clerk Hovey reviewed discussions from the evening and noted the possibility of needs of personalized pathway plans. Board President Griffin shared details on both working with Charter Schools and Instructional Strategies when working with students of varying ages.

6. **ADJOURNMENT**

At 7:53 p.m. Board President Griffin thanked the students for attending and filming and adjourned the meeting.

:ka

APPROVED:

Board of Education

Administration

DONATIONS/GIFTS

10.1.2.
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Donor	Item	Recipient
Carol L. Grigg		
In Memory of Dorette Boyer	\$25.00	CUSD
W.A. & Mary Carleton		
In Memory of Dorette Boyer	\$25.00	CUSD
Ken & Sheryl Lange		
In Memory of Dorette Boyer	\$50.00	CUSD Education Foundation
Mr. & Mrs. Joseph Navarro		
In Memory of Dorette Boyer	\$20.00	CUSD
Barbara Ensworth	\$150.00	Hooker Oak
Gerald & Barbara Ensworth	\$200.00	Hooker Oak
Dutch Bros Coffee	\$75.00	Hooker Oak
Hooker Oak PTO	\$259.98	Hooker Oak
James Heath, HBC Construction	\$1,100.00	Marigold
B. Scott Hood, DDS	\$200.00	Sierra View
B. Scott Hood, DDS	\$500.00	CJHS
Tino Nava/PG&E YourCause	\$249.00	CJHS
Wells Fargo Community Support		
Campaign	\$105.00	MJHS
The Discovery Shoppe League, Inc.	\$10,000.00	MJHS
Elizabeth Devereaux	\$2,000.00	CHS
Gary & Charlotte Hull	\$100.00	PVHS
North Valley Community Foundation		
FACES Program	\$199.80	PVHS
Mike & Darcy Labrum		
In Memory of Gary Sitton	\$200.00	PVHS
Tebo & Shea	Sweatshirts and Uniforms @ \$659.51	PVHS
William & Karen Horn		
In Memory of Gary Sitton	\$100.00	PVHS
Dino Corbin		
Deer Creek Broadcasting, LLC	\$500.00	PVHS
Margaret McMillan	Clarinet @ \$500.00	PVHS
Karin Towner	\$150.00	FVHS

AGENDA ITEM: Chico FFA Chapter Officer Winter Retreat

Prepared by: Courtney Champlin

☒ Consent

Board Date 12/16/15

☐ Information Only

☐ Discussion/Action

Background Information

The Chico FFA Chapter officers will travel to Chester Dec. 18th through Dec. 20th for an officer retreat. All three advisors will be present during the trip and we will be staying at a Cabin in Chester, Ca.

Educational Implications

Students will work on person development and reflective leadership. Additionally students will plan the activities for the remainder of the school year.

Fiscal Implications

Meals and Gas will be covered through the Chico ASB Account. (Approximately \$250 in cost)

CHICO UNIFIED SCHOOL DISTRICT

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

10.2.3.
Page 2 of 2

FIELD TRIP REQUEST**TO: CUSD Board of Education****Date:** November 12, 2015**FROM:** Chico High FFA**School/Dept.:** CHS Ag Dept.**SUBJECT: Field Trip Request**Request is for Chico High FFA Officers

(grade/class/group)

Destination: Chester, CAActivity: Winter Officer Retreatfrom 12/18/15, 3:00 p.m.

(dates) / (times)

to 12/20/15, 12:00 p.m.

(dates) / (times)

Rationale for Trip: Reconnect officers with the purpose and direction of the chapter. Plan remaining of school year activities.

Number of Students Attending: 7 Teachers Attending: 3 Parents Attending: 0Student/Adult Ratio: 7:3Transportation: Private Cars CUSD Bus Charter Bus Name Other: Ag Van

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

ESTIMATED EXPENSES:Fees \$ 0 Substitute Costs \$ Meals \$ 200.00Lodging \$ Transportation \$ Other Costs \$ 50.00**ACCOUNT NAME(S), NUMBER(S) and AMOUNT(S):**Name CHS ASB Account Acct. #: \$ 250.00Name Acct. #: \$ Requesting Party [Signature]Date 11/12/15Site Principal [Signature]Date 11/13/15

Approve/Minor
or
Recommend/Major



Do not Approve/Minor
or
Not Recommended/Major

Director of Transportation [Signature]Date

(If transporting by bus or Charter)

IF MAJOR FIELD TRIPDirector of Educational Services [Signature]Date 12/1/15

Recommend



Not Recommended



Approved



Not Approved

Board Action Date

AGENDA ITEM: Field Trip Request for CHS FFA Ag Department to Attend the Made for Excellence and Advanced Leadership Academy Conferences in Redding, CA

Prepared by: Courtney Champlin

☒ Consent

Board Date December 16, 2015

☐ Information Only

☐ Discussion/Action

Background Information

Twelve students will attend the ALA and MFE conference in Redding Ca. Students will attend two days of leadership development and person development conferences.

Educational Implications

Each student will:

- Define leadership and identify how to be a leader in one's home and community
- Explore the role of choices and responsibility in character development
- Investigate personal strengths and interests
- Identify specific opportunities or involvement in Agricultural Education
- Explore tool for continued leadership and personal growth, including sharpen the saw
- Revise the personal plan of action, first introduced at the Greenhand Leadership Conference (GLC)

Fiscal Implications

Students will pay half the cost of the conference (\$50) and the Chico FFA ASB account will match the cost.

CHICO UNIFIED SCHOOL DISTRICT

1163 East Seventh Street
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10.2.4.
Page 2 of 2

FIELD TRIP REQUEST**TO: CUSD Board of Education****Date:** November 12, 2015**FROM:** Chico High FFA**School/Dept.:** CHS Ag Dept.**SUBJECT: Field Trip Request**Request is for Chico High FFA Students

(grade/class/group)

Destination: Redding, CAActivity: Leadership Conferencesfrom 1/15/16, 8:00 a.m.to 1/16/16, 5:00 p.m.

(dates) / (times)

(dates) / (times)

Rationale for Trip: Leadership Conference for sophomores, juniors and seniorsNumber of Students Attending: 12 Teachers Attending: 2 Parents Attending: 0Student/Adult Ratio: 6:1Transportation: Private Cars CUSD Bus Charter Bus Name Other: Ag Van and Truck**All requests for bus or charter transportation must go through the transportation department - NO EXCEPTIONS.****ESTIMATED EXPENSES:**Fees \$ 1,200.00Substitute Costs \$ Meals \$ Lodging \$ Transportation \$ Other Costs \$ **ACCOUNT NAME(S), NUMBER(S) and AMOUNT(S):**Name CHS ASB Account Acct. #: \$ 1,200.00Name Acct. #: \$ Requesting Party [Signature]Date 11/12/15Site Principal [Signature]Date 11/13/15

Approve/Minor



Do not Approve/Minor

or

Recommend/Major

or

Not Recommended/Major

(If transporting by bus or Charter)

Director of Transportation [Signature]Date **IF MAJOR FIELD TRIP**Director of Educational Services [Signature]Date 12/15/15

Recommend



Not Recommended



Approved



Not Approved

Board Action [Signature]Date

AGENDA ITEM: Field Trip Request for PVHS IB Seniors and Juniors to Participate in Rock Climbing at Davis, CA

Prepared by: Brett Silva

☒ Consent

Board Date December 16, 2015

☐ Information Only

☐ Discussion/Action

Background Information

The idea of the trip is to have a team building between IB Seniors and IB Juniors. Rock climbing is a good way to build teams.

Educational Implications

This can help to build morale among IB students in order to make it through the sometimes grueling IB program.

Fiscal Implications

Students will fundraise via donations or parent contributions to pay for the trip. Part of the plan is for students to learn how to organize and fund a trip.

CHICO UNIFIED SCHOOL DISTRICT

1163 East Seventh Street
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(530) 891-3000

FIELD TRIP REQUEST

TO: CUSD Board of Education

Date: 12/8/15

FROM: Brett Silva

School/Dept.: PVHS

SUBJECT: Field Trip Request

Request is for IB Seniors and Juniors

(grade/class/group)

Destination: Davis California

Activity: Rockclimbing

from 1/8/16 / 6:00 pm

to 1/9/16 / 8:00 am

(dates) / (times)

(dates) / (times)

Rationale for Trip: Team building for IB seniors and juniors. This is an all-night climb. Students are locked in at 10pm and all must leave at 6am the next morning. They can climb all night.

Students will ask for donations as well as fundraise to attend. If we cannot raise enough, we do not go.

Number of Students Attending: 25 Teachers Attending: 3 Parents Attending: 7

Student/Adult Ratio: 2.5: 1

Transportation: Private Cars X CUSD Bus Charter Bus Name
Other:

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

ESTIMATED EXPENSES:

Fees \$ 525 Substitute Costs \$ 0 Meals \$ 0

Lodging \$ 0 Transportation \$ 0 Other Costs \$

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

Name IB Acct. #: 01-0028-0-1110-1000-020-2020 \$ 525.00

Name Acct. #: \$

Brett Silva

12/8/15

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

PROPOSED AGENDA ITEM: Skills USA State Leadership Conference/State Finals

Prepared by: Michael Peck Matt Joiner

☒ Consent

Board Date December 16, 2015

☐ Information Only

☐ Discussion/Action

Background Information

SkillsUSA is a partnership of students, teachers and industry working together to ensure America has a skilled workforce. SkillsUSA helps each student excel in leadership and specific content areas. Our PV students who compete at our Regional Leadership Conference in February and place high enough in that competition will have the opportunity to transfer to State Conference on March 30th to April 3rd 2016 in San Diego, CA.

Education Implications

All contests and leadership materials are aligned with industry and curricular state standards. Students attending this conference/competing in the contests will be better prepared for career and college by the knowledge and experience they will gain. Additionally, scholarships are awarded to top winners in certain curricular contests.

Fiscal Implications

As in past years, funding will be a number of resources. Butte County ROP will be providing transportation and associated costs. We will also be utilizing CTE Pathways Grant funds to help cover costs.

CHICO UNIFIED SCHOOL DISTRICT

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

10.2.6.

Page 2 of 2

FIELD TRIP REQUEST

TO: CUSD Board of Education

Date: Dec 3, 2015

FROM: Matt Joiner & Mike Peck

School/Dept.: PVHS-I.Tech & Video Prod.

SUBJECT: Field Trip Request

Request is for Members of Skills USA State competition students and advisors

Destination: San Diego, CA

Activity: Participation in Skills USA Leadership Conference

from March 30th 2016, 3:00 pm
(dates) / (times)

to

April 3, 2016, 10:00 pm
(dates) / (times)

Rationale for Trip: Participation in Skills USA Leadership and Skills Conference Professional Development and Career Exploration

Number of Students Attending: 19 Teachers Attending: 2 Parents Attending:

Student/Adult Ratio: 10:1

(9.5:1)

Transportation: Private Cars CUSD Bus _____ Charter Bus Name _____
Other: ROP vans AND/OR Flight

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

ESTIMATED EXPENSES:

Reg Fees	\$1600	Substitute Costs	\$ROP	Meals	\$600
Lodging	\$1600	Transportation \$ Vans-\$2400		Other Costs	\$400.00

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

Name Supplemental Acct. #: Pathways Grant & Perkins

Acct. #:

Matt Joiner & Michael Peck

Requesting Party

12/3/15

12/3/2015

Date

12/3/15

Date



Approve/Minor



Do not Approve/Minor

or

Recommend/Major

or

Not Recommended/Major

(If transporting by bus or Charter)

Site Principal

Director of Transportation

Date

IF MAJOR FIELD TRIP

Director of Educational Services

Date

12/9/15



Recommend



Not Recommended



Approved



Not Approved

Board Action

Date

AGENDA ITEM: PVHS Music Department Trip to Humboldt State

Prepared by: Ryan Heimlich – PVHS Music Department

☒ Consent

Board Date 12/16/2015

☐ Information Only

☐ Discussion/Action

Background Information

The PVHS Music Department is planning a trip in February 2016 to participate in the Northern California Band and Choir Director's Association Honor Band and Select Choir. Students audition and are selected for this honor to participate in a highly artistic and educational performance opportunity with students from all over Northern California. Currently, seven students have auditioned.

Education Implications

Selected students will miss part of Thursday and all day Friday of school, and they will be responsible for any work missed. However, the experiences had, information learned, and memories made on this trip will be long lasting.

Fiscal Implications

This trip will be paid for through the PVHS ASB Music account.

CHICO UNIFIED SCHOOL DISTRICT

1163 East Seventh Street

Chico, CA 95928-5999

(530) 891-3000

10.2.7:

Page 2 of 2

FIELD TRIP REQUEST

TO: CUSD Board of Education

Date: 12/3/2015

FROM: Ryan Heimlich

School/Dept.: PVHS Music

SUBJECT: Field Trip Request

Request is for participation in Northern California Honor Band and Choir

(grade/class/group)

Destination: Humboldt State, Eureka, CA

Activity: Honor Band & Choir

from 2/4/2015 / 8AM

to 2/7/2015 / 12PM

(dates) / (times)

(dates) / (times)

Rationale for Trip: participation in Northern California Honor Band and Choir at Humboldt State

Number of Students Attending: 5

Teachers Attending: 1

Parents Attending: 1

Student/Adult Ratio: 2.5:1

Transportation: Private Cars X

CUSD Bus

Charter Bus Name

Other:

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

ESTIMATED EXPENSES:

Fees \$300

Substitute Costs \$200

Meals \$

Lodging \$600

Transportation \$

Other Costs \$

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

Name PVHS Music ASB

Acct. #: 01-7014-071232-1000-0202020 \$1100

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: i-Ready Intervention Contract for Title I Schools

Prepared by: John Bohannon, Director

☒ Consent

Board Date December 16, 2015

☐ Information Only

☐ Discussion/Action

Background Information

i-Ready is an adaptive individualized intervention program for both mathematics and Language Arts. The program is currently being utilized at Sierra View Elementary School for mathematics intervention. This program provides a diagnostic assessment to pinpoint each student's needs, and supplies adaptive instruction and intervention based on those needs. The program showed growth for Sierra View students throughout the 2014-2015 school year and appears to correlate to student performance on the SBAC test.

In November, Chico Unified applied to be a Supplementary Education Services (SES) provider for students at Program Improvement (PI) schools. Schools districts with school in Program Improvement as defined by the NCLB Federal Regulations must set aside funds and provide options for SES programs to students attending PI schools. Since the inception of this rule, Chico Unified has contracted with vendors to provide these services with the 20 percent of Title I funds required to be set aside for this purpose.

The results from the i-Ready program at Sierra View led to the district choosing i-Ready as its official program for math in the SES application.

In addition, a larger than usual amount of Title I funds carried over from the 2014-2015 school year. i-Ready site licenses will be purchased for McManus, Rosedale, Citrus, Parkview and Emma Wilson. This gives schools the ability to have all students access the program during the school day, in the after school programs and at home. The contract would start in January of 2016 and expire in January of 2017. If the CUSD SES application is approved, funds required to be set aside for SES services can be utilized to extend the contract for i-Ready.

Educational Implications

This program will provide a math and language intervention with pre and post tests and adaptive intervention curriculum specific to individual student needs. It is a tool to allow CUSD to have better control and data on interventions during the day, in after school programs in required SES programs.

Fiscal Implications

The estimated cost is \$105,975 to come out of carryover Title I funds. There is no impact on the general fund.



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Prepared For

John Bohannon
CHICO USD
1163 E 7th St
Chico, CA 95928-5999
530-891-3000
jbohannon@chicousd.org

Price Quote

Quote Date: 11/30/2015 • Valid for 30 Days
Quote ID: 89977.3

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Shipping: Shipping based on MDSE total (min: \$12.99)
Terms: Net 30 days, pending credit approval
Fed. ID: #26-3954988

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Modified by: LORI OGDEN

Please submit this quote with your purchase order.

Item #	Product Name	Qty	Retail Price	Unit Price	Total
RS15002.0	i-Ready Diagnostic and Instruction Math and Reading Site License 201-350 students 1 Year	3	\$10,900.00	\$10,900.00	\$32,700.00
RS15003.0	i-Ready Diagnostic and Instruction Math and Reading Site License 351-500 students 1 Year	2	\$15,900.00	\$15,900.00	\$31,800.00
RS16938.0	i-Ready Prof Dev Onsite Standard Package: New Central Get Started & Leadership Best Practices + Site-Based Understanding Data & 1 Coaching Session	6	\$3,500.00	\$3,500.00	\$21,000.00
RS15004.0	i-Ready Diagnostic and Instruction Math and Reading Site License 501-800 students 1 Year	1	\$18,900.00	\$18,900.00	\$18,900.00

Special Notes

McManus--new enrollment under 500; Rosedale--new enrollment under 500; Citrus
new enrollment less than 300; Parkview new enrollment 320 Chapman new
enrollment 300; Emma Wilson 550-600

Merchandise Total	\$104,400.00
Voucher/Credit	\$0.00
Estimated Tax	\$1,575.00
Estimated shipping to US 95928-5999:	\$0.00
Merchandise Savings	\$0.00
Total	\$105,975.00



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Unless otherwise noted, shipping costs are calculated as follows.

Order amount	Percentage of Order
\$999.99 and less	12% with \$12.99 minimum freight charge
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Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

Payment Terms

Payment terms are as follows.

- With credit approval: Net 30 days
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- Accounts must be current before subsequent shipments are made

Return Policy

Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased materials with pre-approval from CA's Customer Service. Before returning material, call CA's Customer Service department (1-800-225-0248) for return authorization. When returning material, please include your return authorization number and the return form found on the back of your packing slip. We do not accept returns on individually sold Teacher Toolbox access packs, unused i-Ready® licenses, and materials that have been used and/or are not in "saleable condition." i-Ready® and BRIGANCE® Online Management Systems may be returned for a pro-rated refund for the remaining time left on the contract. Individual components of Ready® Achievement Packs and BRIGANCE® Kits cannot be returned for a refund.

For more information about the return policy, please visit <http://www.curriculumassociates.com/>.

AGENDA ITEM: Warrant Authorization

Prepared by: Jaclyn Kruger, Director Fiscal Services

☒ Consent

Board Date December 16, 2015

☐ Information Only

☐ Discussion/Action

Background Information

Warrants in the amount of \$3,002,322.31 for the period of November 11, 2015 through December 8, 2015 have been reviewed and are ready for Board approval.

Educational Implications

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

Fiscal Implications

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

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	316	1,038,845.80
09	Charter Sch Spec Rev 3412	20	36,372.93
13	Cafeteria (3401)	54	112,624.31
22	Measure E (3429) 21 Cap Proj	6	23,038.54
25	Cap Fac State Cap (3408) 25-26	8	785,270.69
35	Cnty Sch Fac (3435)	2	445,884.10
42	sp Res Rda-Cp thru (3427)40-43	7	257,274.23
76	Payroll Warrants	4	305,130.39
Total Number of Checks		417	3,004,440.99
Less Unpaid Sales Tax Liability			2,118.68-
Net (Check Amount)			3,002,322.31

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

10.4.1.
Page 1 of 1

DATE: December 16, 2015
MEMORANDUM TO: Board of Education
FROM: Kelly Staley, Superintendent
SUBJECT: Certificated Human Resources Actions

Temporary Appointments – 2015/16

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Comment</u>
Hervey, Patience	Psychologist	12/07/2015-06/30/2015	0.2 FTE
Quok, Kalyn	Secondary	11/30/2015-06/02/2016	0.4 FTE

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

10.4.2.
Page 1 of 2

DATE: December 16, 2015
MEMORANDUM TO: Board of Education
FROM: Kelly Staley, Superintendent
SUBJECT: Classified Human Resources Actions

ACTION

NAME	CLASS/LOCATION/ASSIGNED HOURS	EFFECTIVE	COMMENTS
APPOINTMENT			
Anderson, Sheila	Instructional Assistant/Citrus/1.8	12/7/2015	New Position
Brown, Deborah	Cafeteria Assistant/CHS/6.5	11/16/2015	Existing Position
Cheney, Karen	Cafeteria Assistant/BJHS/3.0	11/16/2015	Vacated Position
Coletti, Ryan	Library Media Assistant/Sierra View/0.8	11/16/2015	New Position
Coulon, Kimberly	IA-Special Education/PVHS/5.0	11/17/2015	Vacated Position
Cowan, Jason	Campus Supervisor/BJHS/2.3	11/16/2015	Vacated Position
Dixon, Constance	Campus Supervisor/CJHS/0.5	12/8/2015	Vacated Position
Egger, Kimberly	IA-Special Education/Hooker Oak/6.0	11/16/2015	Vacated Position
Fegley, Gloria	Cafeteria Assistant/PVHS/3.0	11/16/2015	Vacated Position
Forayter, Carol	Campus Supervisor/CHS/2.5	11/16/2015	New Position
Gray, Elaine	Library Media Assistant/Citrus/0.8	12/9/2015	New Position
Irwin, Enan	Computer Technician/Info Tech/8.0	11/18/2015	New Position
Jessee, Kathryn	Campus Supervisor/CJHS/1.0	1/4/2016	Vacated Position
Leach, Ashlee	Cafeteria Assistant/Marigold/2.5	11/19/2015	Vacated Position
Martin, Theresa	Cafeteria Assistant/BJHS/3.5	11/16/2015	Vacated Position
Ostrowski, Tammy	Health Assistant/McManus/5.0	12/7/2015	Vacated Position
Reise, Marcy	Instructional Assistant/Sierra View/2.0	11/16/2015	Vacated Position
Skinner, Ellen	IA-Special Education/Neal Dow/5.0	11/10/2015-2/17/2016	During Absence of Incumbent
Suttles, Erin	Campus Supervisor/BJHS/1.0	11/30/2015	Vacated Position
Toth, Noelle	Parent Classroom Aide-Restr/Marigold/1.0	12/7/2015	New Position
Wong, Shelley	Cafeteria Assistant/CHS/3.0	11/16/2015	Vacated Position

LEAVE OF ABSENCE

Findlay, Janette	IPS-Healthcare/Loma Vista/4.0 & 2.0	10/1/2015-11/8/2015	Per CBA 5.2.9
Findlay, Janette	IPS-Healthcare/Loma Vista/3.6 & 2.0	11/9/2015-11/29/2015	Part-time Per CBA 5.2.9
Findlay, Janette	IPS-Healthcare/Loma Vista/2.4 & 2.0	11/30/2015-6/2/2016	Part-time Per CBA 5.2.9
Hammon, Keli	Custodian/Inspire/8.0	12/3/2015-1/3/2016	Per CBA 5.3.3
Wong Espinal, Marlia	IA-Bilingual/Rosedale/5.3	11/30/2015-3/1/2016	Per CBA 5.11

RESIGNATION/TERMINATION

Anderson, Claudia	Office Assistant/PVHS/8.0	12/30/2015	PERS Retirement
Clark, Hannah	IA-Special Education/Chapman/3.0	1/8/2016	Voluntary Resignation
Findlay, Leonard	IPS-Classroom/Loma Vista/6.0	12/4/2015	Voluntary Resignation
Hays, Janice	Custodian/MJSH/8.0	12/30/2015	PERS Retirement

Kiser, Marilyn	IA-Special Education/Sierra View/5.0	12/30/2015	PERS Retirement
Lana, Pamela	IPS-Classroom/MJHS/3.5 & 3.0	12/30/2015	PERS Retirement
Landberg, Jacqueline	IPS-Classroom/Emma Wilson/2.0	11/13/2015	Voluntary Resignation
Landberg, Jacqueline	IPS-Healthcare/Emma Wilson/4.0	11/13/2015	Voluntary Resignation
Mansfield, Mary	IPS-Healthcare/Shasta/3.5	12/4/2015	STRS Retirement
Mansfield, Mary	IPS-Healthcare/Parkview/3.0	12/4/2015	STRS Retirement
O'Grady, Karen	Sr Library Media Assistant/MJHS/6.0	11/17/2015	Voluntary Resignation
Pepper, Kayla	IPS-Classroom/Emma Wilson/3.5	11/30/2015	Voluntary Resignation
Platero, Holly	IPS-Healthcare/Emma Wilson/6.0	1/4/2016	Voluntary Resignation

RESIGNED ONLY POSITION LISTED

Brown, Deborah	Cafeteria Assistant/CHS/6.0	11/15/2015	Increase in Hours
Cheney, Karen	Cafeteria Assistant/PVHS/2.0	11/15/2015	Increase in Hours
Cowan, Jason	Campus Supervisor/BJHS/1.8	11/15/2015	Increase in Hours
Egger, Kimberly	IA-Special Education/Hooker Oak/5.0	11/15/2015	Increase in Hours
Fegley, Gloria	Cafeteria Assistant/PVHS/2.0	11/15/2015	Increase in Hours
Forayter, Carol	Campus Supervisor/CJHS/1.0	11/15/2015	Increase in Hours
Forayter, Carol	Campus Supervisor/CJHS/1.0	11/15/2015	Voluntary Resignation
Forayter, Carol	Campus Supervisor/CJHS/0.5	11/15/2015	Voluntary Resignation
Martin, Theresa	Cafeteria Assistant/Chapman/3.3	11/15/2015	Increase in Hours
Reise, Marcy	IA-Special Education/PVHS/3.0	11/15/2015	Transfer w/Decreased Hours
Wong, Shelley	Cafeteria Assistant/CHS/2.0	11/15/2015	Increase in Hours

AGENDA ITEM: Athletic Accountability Plan

Prepared by: Randy Gilzean

☐ Consent

Board Date December 16, 2015

☒ Information Only

☐ Discussion/Action

Background Information

Randy Gilzean will report on the current status of the Athletic Accountability Plan and discuss possible changes to the plan.

Educational Implications

Athletics is a key co-curricular program in our comprehensive high schools.

Fiscal Implications

CUSD currently spends over \$850,000 for athletic programs. These funds include Gate Receipts, ASB fundraising, ASB donations and General Fund Contributions for Athletic Coaching stipends.

AGENDA ITEM: Vendor Recommendation – Duplicating Equipment

Prepared by: John Vincent, Director Information Technology

☐ Consent

Board Date December 16, 2015

☐ Information Only

☒ Discussion/Action

Background Information

The Chico Unified School District (CUSD) issued a Request for Proposal (RFP) on August 7, 2015 for vendors to provide pricing for district-wide duplicating equipment. The current contract for duplicating equipment is with Ray Morgan Company effective December 21, 2010 to January 21, 2016 with an average annual cost of \$420,000. The RFP sought pricing for new office copiers/scanners:

- 4.5 year/53 month lease for 81 printers similar to those currently in place (ends contract June 30, 2020).
- Price of lease is separate from cost per impression charge.
- Toner included as part of contract, not priced separately.
- Transition from UniFlow to PaperCut.
- Installation of equipment over the winter break.

Proposals were due Friday, September 4th at which time CUSD received two bids and interviewed both vendors Friday, October 9th. The interview committee had representation from Information Technology, Business Services, and four school site Office Managers. Based on the interviews with follow-up financial analysis and input from school sites and Information Technology, CUSD is recommending a contract with Ray Morgan Company for duplicating equipment services. A copy of the contract with Ray Morgan Company is provided for approval.

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

The cost of the lease agreement is \$10,647.52 per month with a lease term of 53 months. This does not include copies which will be charged at a rate of .049 for color and .0061 for black & white. Annual cost of this agreement will be \$127,770 for copier lease plus estimated cost of copy use of \$200,000 for a total of \$327,770.



Ray Morgan Company

**Value Rental
Lease Agreement**

11.1.2.

Page 2 of 5

AGREEMENT NUMBER

This document is written in "Plain English". The words **you** and **your** refer to the customer. The words **Owner**, **we**, **us** and **our** refer to **Ray Morgan Company**. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

CUSTOMER INFORMATION

FULL LEGAL NAME OF CUSTOMER Chico Unified School District			STREET ADDRESS 1163 East Seventh St.	
CITY Chico	STATE CA	ZIP 95928	PHONE 530-891-3000	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	FEDERAL TAX I.D. #	E-MAIL
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

MAKE / MODEL / ITEM DESCRIPTION

SERIAL NO.

STARTING METER

Please see schedule A for equipment models and locations.
 All terms and conditions noted in the RFP will supercede all terms and conditions noted on page 2 of this document.
 Please see appendix A for a complete list of equipment, locations, and pricing

RENTAL TERMS

RENTAL PAYMENT AMOUNT

SECURITY DEPOSIT

Term in months 53 (mos.)	53 Payments of \$ 10,647.52 (plus applicable taxes) Rental Payment Period is Monthly Unless Otherwise Indicated	\$ 0 Received (plus applicable taxes)
Payment includes 0 Color images per month	Overages billed monthly at .049 per Color image	Scans billed separately at: 0 per scan
Payment includes 0 B&W images per month	Overages billed monthly at .0061 per B&W image	

Please select one of the following: Meter readings will be: ☒ Monthly ☐ Quarterly ☐ Other
 (If nothing is selected, then Quarterly will be your Meter Reading option.)

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

TERMS AND CONDITIONS THIS AGREEMENT CONTAINS PROVISIONS SET FORTH ON THE REVERSE SIDE, ALL OF WHICH ARE MADE A PART OF THIS AGREEMENT.

OWNER ACCEPTANCE

DATED: _____ OWNER: _____ SIGNATURE _____ TITLE _____

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all conditions and terms of this Agreement on this page and on page 2 attached hereto.

DATED: _____ CUSTOMER: _____ SIGNATURE **X** TITLE _____
 PRINT NAME _____

DATED: _____ CUSTOMER: _____ SIGNATURE **X** TITLE _____
 PRINT NAME _____

GUARANTY

As additional Inducement for us to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with the customer and you waive all defenses and notice of those changes and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guaranty, you expressly consent to the jurisdiction of the court set out in paragraph 15 and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty. It is not necessary for us to proceed first against the customer before enforcing this guaranty. By signing this guaranty, you authorize us to obtain credit bureau reports for credit and collection purposes.

PRINT NAME OF GUARANTOR: _____ SIGNATURE **X** DATE _____

ACCEPTANCE OF DELIVERY

You certify that all the equipment listed above has been furnished, that delivery and installation has been fully completed and satisfactory. Further, all conditions and terms of this Agreement have been reviewed and acknowledged. Upon your signing below, your promises herein will be irrevocable and unconditional in all respects. You understand and agree that we have purchased the equipment from the supplier, and you may contact the above supplier for your warranty rights, which we transfer to you for the term of the Agreement. Your approval as indicated below of our purchase of the equipment from the supplier is a condition precedent to the effectiveness of this Agreement.

DATED: _____ CUSTOMER: _____ SIGNATURE **X** TITLE _____

1. AGREEMENT: You agree to rent from us the personal property described under "MAKE/MODEL/ITEM DESCRIPTION" and as modified by supplements to this Master Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement thereto. This Agreement becomes valid upon execution by us and will begin on the rent commencement date and will continue from the first day of the following month for the number of consecutive months shown. You also agree to pay to Owner interim rent for the use of the equipment prior to the due date of the first payment. The term will be extended automatically for successive 12 month terms unless you send us written notice you do not want it renewed at least ninety (90) days before the end of any term. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

2. RENT: Rent will be payable in installments, each in the amount of the basic payment shown plus any applicable sales tax, use tax, plus 1/12th of the amount estimated by us to be personal property tax on the Equipment for each year of this Agreement. You will pay the security deposit on the date you sign this Agreement. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. In the event this Agreement is not fully completed, the security deposit will be retained by us to compensate us for our documentation, processing and other expenses. If for any reason, your check is returned for nonpayment, a \$20.00 bad check charge will be assessed.

3. MAINTENANCE AND SUPPLIES: The charges established by this Agreement include payment for the use of the designated Equipment and accessories, maintenance (during normal business hours), inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as black toner, color toner and developer as defined by the Manufacturer's Published Yield per Container. Additional toner will be billed separately. Paper, media, staples and clear toner, if any is required by your particular equipment model, must be separately purchased by the customer. If necessary, the service and supply portion of this Agreement may be assigned. Customer has been informed that a surge protector is recommended to protect their electronic investment from harmful high voltage power disturbances. Said surge protectors should have network protection when connected in a network environment. Units that provide network protection are available through Ray Morgan Company. Customer responsible for providing manufacturer recommended adequate power supply.

Check one of the following: ☐ purchased ☐ Has existing ☐ Declined and will be responsible for damage caused by not having a surge protector.

4. OWNERSHIP OF EQUIPMENT: We are the owner of the equipment and have sole title to the equipment (excluding software). You agree to keep the equipment free and clear of all liens and claims.

5. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US OR ANY SUPPLIER. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND NOTHING THE SUPPLIER STATES CAN AFFECT YOUR OBLIGATION UNDER THE AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST SUPPLIER.

6. LOCATION OF EQUIPMENT: You will keep and use the equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, you will return the Equipment to a location we specify at your expense, in retail resalable condition, full working order, and in complete repair.

7. LOSS OR DAMAGE: You are responsible for the risk of loss or destruction of or damage to the equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will pay to us the present value of the total of all unpaid payments for the full term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at six percent (6%) per year. Any proceeds of insurance will be paid to us and applied, at our option, against any loss or damage.

8. COLLATERAL PROTECTION AND INSURANCE: You agree to keep the equipment fully insured against loss with us as loss payee in the amount of the original cost until this agreement is terminated. You also agree to obtain a general public liability insurance policy from someone who is acceptable to us and include us as additional insured on the policy. You shall provide us with certificates evidencing issuance of these policies. Each policy must include a clause requiring the insurer to give us written notice of any alteration or cancellation of the policy. We are under no duty to ascertain the existence of or examine any such policy or to advise you in the event any such policy does not comply with these requirements. If you fail to provide appropriate property damage coverage certificate, we may enroll you in our property coverage insurance program and bill you a monthly property damage surcharge up to .0035 of the equipment cost as a result of our increased administrative costs and credit risks. We may make a profit on this program. As long as you remain current, in the event of a loss (excluding losses resulting from intentional acts), the replacement value of the equipment will be applied against any loss or damage as per paragraph 7. **You must be current to benefit from this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY COVERAGE ON THE EQUIPMENT.**

9. INDEMNITY: We are not responsible for any loss or injuries caused by the installation or use of the equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment.

10. TAXES AND FEES: You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us annually for all personal taxes which we are required to pay as Owner of the Equipment or the rent to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. We will file all personal property, use or other tax return and you agree to pay us a process fee for making such filings. In addition you agree to pay us a UCC Filing fee of \$35.00 and reimburse us for all costs involved in documenting and servicing this Agreement. You further agree to pay us \$79.50 on the day the first payment is due as the origination fee. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit.

11. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBRENT THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement. You agree that if we sell, assign, or transfer this Agreement, the new owner will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new owner will not be subject to any claims, defenses, or set offs that you may have against us.

12. DEFAULT AND REMEDIES: If you do not pay any rental payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other agreement with us, you will be in default. If any part of a payment is more than 5 days late, you agree to pay a late charge of 10% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may retain your security deposit and at our option, we can terminate or cancel this Agreement and require that you pay (1) the unpaid balance of this Agreement (discounted at 6%); (2) the amount of any purchase option and if none is specified, 20% of the original equipment cost which represents our anticipated residual value in the equipment; (3) and require you to return the equipment to us to a location designated by us at your cost. We may recover interest on any unpaid balance at the rate of 8% per annum. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Owner or its Assignee or any other law. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs. If we have to take possession of the equipment, you agree to pay the cost of repossession. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. No remedy set out in this paragraph is intended to be exclusive; each shall be cumulative but only to the extent necessary for us to recover from you those monies for which you are liable. It is further agreed that your right and remedies are governed exclusively by this Agreement and you waive Customer's rights under Article 2A (508-522) of the UCC.

13. UCC FILINGS: You grant us a security interest in the equipment if this agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument, and appoint us your attorney-in-fact to execute and deliver such instrument, in order to show our interest in the equipment.

14. SECURITY DEPOSIT: The security deposit is non-interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions herein are fully complied with and provided you have not ever been in default of this Agreement per paragraph 12, the security deposit will be refunded to you after the return of the equipment in accordance with paragraph 6.

15. CONSENT TO LAW, JURISDICTION, AND VENUE: This Agreement shall be deemed fully executed and performed in the state of Owner or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Owner or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Owner or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Owner. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Owner in relation to such matters. **You waive trial by jury in any action between us.**

16. OVERAGES AND COST ADJUSTMENTS: You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of each month. At the end of the first year of this Agreement and once each successive twelve month period, we may increase the base usage charge per image and the per image charge over the base minimum by a minimum of 5% over the charges of the previous year. In addition, the Lease Company may assess an additional fuel and/or freight surcharge to offset higher than normal service costs as a result of adverse economic conditions. **If the supplier is providing maintenance and supplies to you for equipment that is not leased from us, but the charges for such maintenance and supplies are included in this Agreement, you agree that if you retire, replace and/or add new non-leased equipment to the Agreement, you grant us the ability to reflect these additions or deletions of said non-leased equipment to the Agreement and your payments under this Agreement may be adjusted accordingly.**

17. UPGRADE/DOWNGRADE PROVISION: AFTER INCEPTION OF THE AGREEMENT AND UPON YOUR REQUEST, WE MAY REVIEW YOUR IMAGE VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING TO ACCOMMODATE YOUR NEEDS.

18. TRANSITION BILLING: In order to provide an orderly transition and a uniform billing cycle, the "Effective Date" of this Agreement will be the twentieth (20th) day of the month following installation of the new products (as example, if the new equipment is installed June 5th (the "Installation Date"), the Effective Date of the agreement will be June 20th). Customer agrees to pay a prorated amount for the period between the Installation Date and the Effective Date. The payment for the transition period will be based on the minimum usage payment prorated on a 30 day calendar month and will be added to the customer's first invoice. In addition, should this agreement replace an existing Ray Morgan Company generated previous equipment lease, a CLOSING BILL on the agreement being replaced, up to the Installation Date, will be sent approximately a week to ten days after delivery of the new equipment. Customer agrees to pay for these CLOSING BILL charges as they represent product and services provided under the prior agreement, up to the Installation Date of the new product(s).

19. FINANCE LEASE: This is a "finance lease" as defined in the Uniform Commercial Code warranties ("UCC"). You waive rights under (UCC 2A-303). You may be entitled to the promises and warranties (if any) provided to us by the Supplier, and you may contact the Supplier for a statement thereof. We hereby transfer to you all automatically transferable warranties, if any, made to us by the Supplier. You shall give us access to the Equipment Location to inspect the Equipment, and you agree to pay our related costs.

20. LESSEE GUARANTY: You agree to submit the original master lease documents with the security deposit to the Lessor via overnight courier the same day of the facsimile transmission of the lease documents. Should we fail to receive these originals, you agree to be bound by the faxed or electronic copy of this Agreement with appropriate signatures on both sides of the document. Lessee waives the right to challenge in court the authenticity of a faxed copy of this Agreement and the faxed copy shall be considered the original and shall be the binding Agreement for the purposes of any enforcement action under paragraph #12.

FOR MUNICIPALITIES ONLY

20-A. CUSTOMER COVENANTS: the Customer covenants and warrants that (1) it has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and

(2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of the Customer to make its Base Payments (as set out above); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of the Customer; nor is there any basis for any such action, suit, proceeding or investigation; and

(3) That the equipment will be operated and controlled by the Customer and will be used for essential government purposes and will be essential for the term of the Agreement.

(4) Customer has not previously terminated an agreement for non-appropriation, except as specifically described in a letter appended hereto.

20-B. SIGNATURES: Each signor warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind Customer. Signor(s) for Customer further warrant(s) its governing body has taken the necessary steps; including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of Customer authorizing execution of the Agreement has been duly adopted and remains in full force and effect.

20-C. NON APPROPRIATION: In the event Customer is in default under the Agreement because:

1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of Customer's obligations under the Agreement during said fiscal period;

2. Such non-appropriation did not result from any act or failure to act of customer;

3. Customer has exhausted all funds legally available for all payment due under the Agreement; and

4. There is no other legal procedure by which payment can be made to Owner. Then, provided that (a) Customer has given Owner written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Owner has received a written opinion from Customer's counsel verifying the same within ten(10) days thereafter; and (c) the Customer does not directly or indirectly purchase, rent or in any way acquire any services or equipment supplied or provided for hereunder; upon receipt of the equipment delivered to a location designated by Owner, at Customer's expense, Owner's remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given herein the advance payments, if any; and/or sell, dispose of, hold, use or rent the equipment as Owner in its sole discretion may desire, without any duty to account to Customer.

19096 - 12/08/2011

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Schedule A Document to Accompany Chico Unified School District Value Rental Lease Agreement

Site	Location	New Device Model	Print Speed (PPM)	CLR/BLK	Features	Pricing	Config Change Cost Addition	Total Price After Config Change	Cost Per Image BLK	Cost Per Image CLR
AFC, CAL, FVHS	FVHS Main Office	Ricoh MPC3003	30	Color, B&W	Stapling	\$ 101.13	\$ 11.52	\$ 112.65	\$ 0.0061	\$ 0.049
AFC, CAL, FVHS	AFC Room 22	Ricoh MPC4503	45	Color, B&W	Stapling	\$ 124.70	\$ 29.81	\$ 154.51	\$ 0.0061	\$ 0.049
AFC, CAL, FVHS	FVHS Staff Room	Ricoh MP9002	95	Monochrome	Stapling3-Hole Punch	\$ 232.67		\$ 232.67	\$ 0.0061	
Bidwell Junior High	Work Room Office	Ricoh MPC3003	30	Color, B&W	Stapling	\$ 101.13	\$ 11.52	\$ 112.65	\$ 0.0061	\$ 0.049
Bidwell Junior High	Work Room	Ricoh MP9002	95	Monochrome	Stapling3-Hole Punch	\$ 232.67		\$ 232.67	\$ 0.0061	
Bidwell Junior High	Work Room	Ricoh MP9002	95	Monochrome	Stapling3-Hole Punch	\$ 232.67		\$ 232.67	\$ 0.0061	
Chapman Fine Arts Elem	Fine Arts Office	Ricoh MP3554	35	Monochrome	Stapling	\$ 91.69	\$ 11.52	\$ 103.21	\$ 0.0061	
Chapman Elementary	Main Office	Ricoh MPC3003	30	Color, B&W	Stapling	\$ 101.13	\$ 11.52	\$ 112.65	\$ 0.0061	\$ 0.049
Chapman Elementary	541011	Ricoh MP5054	50	Monochrome	Stapling	\$ 103.26	\$ 29.81	\$ 133.07	\$ 0.0061	
Chapman Elementary	541011	Ricoh MP9002	95	Monochrome	Stapling3-Hole Punch	\$ 232.67		\$ 232.67	\$ 0.0061	
Chico Jr High	Main Office	Ricoh MPC3003	30	Color, B&W	Stapling	\$ 101.13	\$ 11.52	\$ 112.65	\$ 0.0061	\$ 0.049
Chico Jr High	Media Center	Ricoh MP5054	50	Monochrome	Stapling	\$ 103.28	\$ 29.81	\$ 133.09	\$ 0.0061	
Chico Jr High	Media Center	Ricoh MP5054	50	Monochrome	Stapling	\$ 103.28	\$ 29.81	\$ 133.09	\$ 0.0061	
Chico Jr High	Media Center	Ricoh MP9002	95	Monochrome	Stapling3-Hole Punch	\$ 232.67		\$ 232.67	\$ 0.0061	
Chico Senior High	Main Office	Ricoh MPC4503	45	Color, B&W	Stapling	\$ 124.70	\$ 29.81	\$ 154.51	\$ 0.0061	\$ 0.049
Chico Senior High	K-216	Ricoh MP5054	50	Monochrome	Stapling	\$ 103.28	\$ 29.81	\$ 133.09	\$ 0.0061	
Chico Senior High	K-216	Ricoh MP5054	50	Monochrome	Stapling	\$ 103.28	\$ 29.81	\$ 133.09	\$ 0.0061	
Chico Senior High	A-113	Ricoh MP9002	95	Monochrome	Stapling3-Hole Punch	\$ 232.67		\$ 232.67	\$ 0.0061	
Chico Senior High	A-113	Ricoh MP9002	95	Monochrome	Stapling3-Hole Punch	\$ 232.67		\$ 232.67	\$ 0.0061	
Citrus Elementary	Main Office	Ricoh MP301SPF	30	Monochrome	Stapling	\$ 38.20		\$ 38.20	\$ 0.0061	
Citrus Elementary	Work Room	Ricoh MPC4503	45	Color, B&W	Stapling3-Hole Punch	\$ 124.70	\$ 51.90	\$ 176.60	\$ 0.0061	\$ 0.049
Citrus Elementary	Work Room	Ricoh MP5054	50	Monochrome	Stapling3-Hole Punch	\$ 125.37	\$ 50.70	\$ 176.07	\$ 0.0061	
Corp Yard	Corp yard, Warehouse	Ricoh MP301SPF	30	Monochrome		\$ 38.20		\$ 38.20	\$ 0.0061	
Corp Yard	Transportation Office	Ricoh MP301SPF	30	Monochrome		\$ 38.20		\$ 38.20	\$ 0.0061	
Corp Yard	Maintenance Operations	Ricoh MPC3003	30	Color, B&W	Stapling	\$ 101.13	\$ 11.52	\$ 112.65	\$ 0.0061	\$ 0.049
Corp Yard	Nutrition Services	Ricoh MPC3003	30	Color, B&W	Stapling	\$ 101.13	\$ 11.52	\$ 112.65	\$ 0.0061	\$ 0.049
District Office	Room 3	Ricoh MP301SPF	30	Monochrome		\$ 38.20		\$ 38.20	\$ 0.0061	
District Office	SPED, Temporary Building	Ricoh MP301SPF	30	Monochrome		\$ 38.20		\$ 38.20	\$ 0.0061	
District Office	Room 4	Ricoh MPC3003	30	Monochrome	Stapling	\$ 101.13	\$ 11.52	\$ 112.65	\$ 0.0061	
District Office	Certified HR Room 2	Ricoh MPC3003	30	Color, B&W	Stapling	\$ 101.13	\$ 11.52	\$ 112.65	\$ 0.0061	\$ 0.049
District Office	Room 7 Payroll	Ricoh MPC3003	30	Color, B&W	Stapling	\$ 101.13	\$ 11.52	\$ 112.65	\$ 0.0061	\$ 0.049
District Office	Staff Work Room	Ricoh MP9002	95	Monochrome	Stapling3-Hole Punch	\$ 232.67		\$ 232.67	\$ 0.0061	
Emma Wilson	Office	Ricoh MPC3003	30	Color, B&W	Stapling	\$ 101.13	\$ 11.52	\$ 112.65	\$ 0.0061	\$ 0.049
Emma Wilson	Work Room	Ricoh MP5054	50	Monochrome	Stapling	\$ 103.28	\$ 29.81	\$ 133.09	\$ 0.0061	
Emma Wilson	Work Room	Ricoh MP9002	95	Monochrome	Stapling3-Hole Punch	\$ 232.67		\$ 232.67	\$ 0.0061	
Hooker Oak Elementary	Main Office	Ricoh MP301SPF	30	Monochrome		\$ 38.20		\$ 38.20	\$ 0.0061	
Hooker Oak Elementary	Room 3, Staff Room	Ricoh MPC4503	45	Color, B&W	Stapling	\$ 124.70	\$ 29.81	\$ 154.51	\$ 0.0061	\$ 0.049
Hooker Oak Elementary	Room 3 Staff Room	Ricoh MP5054	50	Monochrome	Stapling	\$ 103.28	\$ 29.81	\$ 133.09	\$ 0.0061	
Inspire of Arts	Admin	Ricoh MPC4503	45	Monochrome	Stapling	\$ 124.70	\$ 29.81	\$ 154.51	\$ 0.0061	
Inspire of Arts	Admin	Ricoh MPC4503	45	Color, B&W	Stapling	\$ 124.70	\$ 29.81	\$ 154.51	\$ 0.0061	\$ 0.049
Inspire of Arts	Admin	Ricoh MP5054	50	Monochrome	Stapling	\$ 103.28	\$ 29.81	\$ 133.09	\$ 0.0061	
John McManus Elementary	Main Office	Ricoh MPC3003	30	Color, B&W	Stapling	\$ 101.13	\$ 11.52	\$ 112.65	\$ 0.0061	\$ 0.049
John McManus Elementary	Room 14	Ricoh MP5054	50	Monochrome	Stapling	\$ 103.28	\$ 29.81	\$ 133.09	\$ 0.0061	
John McManus Elementary	Room 24	Ricoh MP5054	50	Monochrome	Stapling	\$ 103.28	\$ 29.81	\$ 133.09	\$ 0.0061	
John McManus Elementary	In breezeway.	Ricoh MP9002	95	Monochrome	Stapling3-Hole Punch	\$ 232.67		\$ 232.67	\$ 0.0061	
Little Chico Creek Elementary	Main Office	Ricoh MPC3003	30	Color, B&W	Stapling	\$ 101.13	\$ 11.52	\$ 112.65	\$ 0.0061	\$ 0.049
Little Chico Creek Elementary	Staff Work Room	Ricoh MP5054	50	Monochrome	Stapling	\$ 103.28	\$ 29.81	\$ 133.09	\$ 0.0061	
Little Chico Creek Elementary	Staff Work Room	Ricoh MP5054	50	Monochrome	Stapling	\$ 103.28	\$ 29.81	\$ 133.09	\$ 0.0061	
Loma Vista	Office	Ricoh MP3554	35	Monochrome	Booklet	\$ 91.69	\$ 74.02	\$ 165.71	\$ 0.0061	
Loma Vista	Staff Room	Ricoh MPC4503	45	Color, B&W	Stapling	\$ 124.70	\$ 29.81	\$ 154.51	\$ 0.0061	\$ 0.049

Schedule A Document to Accompany Chico Unified School District Value Rental Lease Agreement

Site	Location	New Device Model	Print Speed (PPM)	CLR/BLK	Features	Pricing	Config Change Cost Addition	Total Price After Config Change	Cost Per Image BLK	Cost Per Image CLR
Marigold Elementary	Office	Ricoh MP301SPF	30	Monochrome		\$ 38.20		\$ 38.20	\$ 0.0061	
Marigold Elementary	Work Room	Ricoh MPC4503	45	Color, B&W	Stapling	\$ 124.70	\$ 29.81	\$ 154.51	\$ 0.0061	\$ 0.049
Marigold Elementary	Work Room	Ricoh MP5054	50	Monochrome	Stapling	\$ 103.28	\$ 29.81	\$ 133.09	\$ 0.0061	
Marsh Junior High	Office	Ricoh MPC4503	45	Color, B&W	Stapling	\$ 124.70	\$ 29.81	\$ 154.51	\$ 0.0061	\$ 0.049
Marsh Junior High	P-25	Ricoh MP5054	50	Monochrome	Stapling	\$ 103.28	\$ 29.81	\$ 133.09	\$ 0.0061	
Marsh Junior High	Room 934	Ricoh MP5054	50	Monochrome	Stapling	\$ 103.28	\$ 29.81	\$ 133.09	\$ 0.0061	
Marsh Junior High	Room 934	Ricoh MP5054	50	Monochrome	Stapling	\$ 103.28	\$ 29.81	\$ 133.09	\$ 0.0061	
Neal Dow Elementary	office	Ricoh MPC3003	30	Color, B&W	Stapling	\$ 101.13	\$ 11.52	\$ 112.65	\$ 0.0061	\$ 0.049
Neal Dow Elementary	Work Room	Ricoh MP5054	50	Monochrome	Stapling	\$ 103.28	\$ 29.81	\$ 133.09	\$ 0.0061	
Neal Dow Elementary	Work Room	Ricoh MP5054	50	Monochrome	Stapling	\$ 103.28	\$ 29.81	\$ 133.09	\$ 0.0061	
Parkview Elementary	Staff Work Room	Ricoh MPC4503	45	Color, B&W	Stapling	\$ 124.70	\$ 29.81	\$ 154.51	\$ 0.0061	\$ 0.049
Parkview Elementary	Staff Lounge	Ricoh MP5054	50	Monochrome	Stapling	\$ 103.28	\$ 29.81	\$ 133.09	\$ 0.0061	
Pleasant Valley Sr High	Admin/Counseling Office	Ricoh MPC3003	30	Color, B&W	Stapling3-Hole Punch	\$ 101.13	\$ 32.41	\$ 133.54	\$ 0.0061	\$ 0.049
Pleasant Valley Sr High	B-10	Ricoh MP5054	50	Monochrome	Stapling	\$ 103.28	\$ 29.81	\$ 133.09	\$ 0.0061	
Pleasant Valley Sr High	Yale Building	Ricoh MP9002	95	Monochrome	Stapling3-Hole Punch	\$ 232.67		\$ 232.67	\$ 0.0061	
Pleasant Valley Sr High	Admin	Ricoh MP9002	95	Monochrome	Stapling3-Hole Punch	\$ 232.67		\$ 232.67	\$ 0.0061	
Pleasant Valley Sr High	Admin	Ricoh MP9002	95	Monochrome	Stapling3-Hole Punch	\$ 232.67		\$ 232.67	\$ 0.0061	
Rosedale Elementary	Main Office	Ricoh MPC3003	30	Color, B&W	Stapling	\$ 101.13	\$ 11.52	\$ 112.65	\$ 0.0061	\$ 0.049
Rosedale Elementary	Staff Room	Ricoh MP5054	50	Monochrome	Stapling	\$ 103.28	\$ 29.81	\$ 133.09	\$ 0.0061	
Rosedale Elementary	Staff Room	Ricoh MP5054	50	Monochrome	Stapling	\$ 103.28	\$ 29.81	\$ 133.09	\$ 0.0061	
Shasta Elementary	Admin	Ricoh MPC3003	30	Color, B&W	Stapling	\$ 101.13	\$ 11.52	\$ 112.65	\$ 0.0061	\$ 0.049
Shasta Elementary	Staff Room	Ricoh MP5054	50	Monochrome	Stapling	\$ 103.28	\$ 29.81	\$ 133.09	\$ 0.0061	
Shasta Elementary	Staff Room	Ricoh MP5054	50	Monochrome	Stapling	\$ 103.28	\$ 29.81	\$ 133.09	\$ 0.0061	
Sierra View Elementary	Main Office	Ricoh MP301SPF	30	Monochrome		\$ 38.20		\$ 38.20	\$ 0.0061	
Sierra View Elementary	Work Room	Ricoh MPC4503	45	Color, B&W	Stapling	\$ 124.70	\$ 29.81	\$ 154.51	\$ 0.0061	\$ 0.049
Sierra View Elementary	Work Room	Ricoh MP5054	50	Monochrome	Stapling	\$ 103.28	\$ 29.81	\$ 133.09	\$ 0.0061	
						\$ 9,210.82	\$ 1,436.70	\$ 10,647.52		

CUSTOMER ACCEPTANCE

This Equipment Schedule A is hereby Verified as correct by the undersigned Lessee, who acknowledges receipt of a copy:

Dated: _____ Customer: _____ Signature: _____ Title: _____

Dated: _____ Customer: _____ Signature: _____ Title: _____

AGENDA ITEM: 2015-16 1st Interim Budget

Prepared by: Kevin Bultema – Assistant Superintendent, Business Services

☐ Consent

Board Date December 16, 2015

☐ Information Only

☒ Discussion/Action

Background Information

Chico Unified School District (CUSD) is required to submit two interim budget reports during the year and certify, on the basis of the interim report and any additional financial information known, whether the district will be able to meet its fiscal obligations for the remainder of the fiscal year and for two subsequent fiscal years. The 1st Interim Budget represents adjustments to the 2015-16 original budget including carryover funds from the prior year. It also represents actual revenues and expenditures received or incurred from July 1 through October 31.

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

The 2015-16 1st Interim Budget estimates a positive change in fund balance of \$3,738,589 for unrestricted programs and a negative change of -\$1,350,264 in restricted programs. CUSD's ending general fund balance for both unrestricted and restricted programs is projected to be \$15,249,705 as of June 30, 2016. The unrestricted ending balance is estimated to be \$12,397,864 and the restricted ending fund balance estimated is \$2,851,841. Total revenues for CUSD are projected to be \$126,848,230. \$90,505,273 of this amount is from the Local Control Funding Formula (LCFF) allocation.

The Multi-Year Projection (MYP) currently shows the district will meet the economic reserve requirement in the current fiscal year and two subsequent years. Thus, the 2015-16 1st Interim Budget meets the definition of a "Positive" certification.

*A detailed report of the 2015-16 1st Interim Budget will be presented at the board meeting.

AGENDA ITEM: Retiree Medical Benefits, Tentative Agreement

Prepared by: Kevin Bultema – Assistant Superintendent, Business Services

☐ Consent

Board Date December 16, 2015

☐ Information Only

☒ Discussion/Action

Background Information

For years there was a practice of fully paying retiree medical benefits for retirees, their eligible dependents, and dependents over the age of 65. This practice contradicted the collective bargaining agreement (CBA) between the Chico School Employees Association (CSEA) and Chico Unified School District (CUSD). Section 7.3.1.6 of the CBA states that dependents of retirees who qualify for Medicare are not eligible to be covered by retiree benefits. In July, 2015 the District discovered this practice and put an end to it relying on the clear and concise terms of the CBA.

However, the timing of the District's decision to cease the aforementioned practice created a hardship for ten (10) retirees who were receiving benefits for both themselves and their Medicare eligible dependents. As a result, discussions with the parties began in August, 2015 and have thus come to a tentative agreement.

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

The parties to the tentative agreement/Memorandum of Understanding (MOU) agree that, effective July 1, 2015, the ten (10) retirees shall receive a \$250 payment per month to mitigate the hardship of losing retiree medical coverage for their Medicare eligible dependent. Such payments will continue until such time as the retiree is eligible for Medicare and, therefore, ineligible for continued District-provided retiree medical benefits under the CBA or until December 31, 2015 whichever comes first. The district estimates the total cost of this agreement is less than \$15,000. This agreement would be paid from available One-time Discretionary funds.

**2015-16 Negotiations
Tentative Agreement
Chico USD and CSEA's Chico Chapter #110
Memorandum of Understanding**

For years there was a practice of fully paying retiree medical benefits for retirees, their eligible dependents, and dependents that were over the age of 65. This practice was in direct contravention of the clear and concise terms of the collective bargaining agreement (CBA) between the parties. Specifically, Section 7.3.1.6 of the CBA is clear that dependents of retirees who qualify for Medicare are not eligible to be covered by retiree benefits as provided by the CBA. In July of 2015 the District discovered this practice and put an end to it relying on the clear and concise terms of the CBA in doing so.

Unfortunately, the timing of the District's decision to cease the aforementioned practice created hardship for the ten (10) retirees who were receiving retiree medical benefits for themselves and their Medicare eligible dependents. As a result, the parties to this Memorandum of Understanding have engaged in discussions since August of 2015 regarding possible mitigation of this hardship. As a result of these discussions, the parties have agreed to the following mitigation measures for the ten (10) retirees subject to hardship:

1. The ten (10) retirees affected by this Memorandum of Understanding are: Betty Bowen, Linda Brock, Merry Derrington, Diane Jewett (Martin), Kathryn Moran, Debra Nuzzo, Betty Paugh, and Louise Workman.
2. The parties to this Memorandum of Understanding (MOU) agree that, effective July 1, 2015, the ten (10) retirees identified in Section 1 of this MOU shall receive a \$250 payment per month to mitigate the hardship of losing retiree medical coverage for their Medicare eligible dependent. Such payments will continue until such time as the retiree is eligible for Medicare and, therefore, ineligible for continued District-provided retiree medical benefits under the CBA or until December 31, 2015 whichever comes first.
3. The provisions of this agreement will extend only to the ten (10) retirees identified in Section 1 of this MOU.

This agreement is not intended to alter or amend any agreement or practice of the parties, nor is it intended to establish a new practice. This agreement shall not be considered to alter, amend or establish any precedent with regard to Merit System Rules or the Collective Bargaining Agreement. This Memorandum of Understanding is subject to ratification by CSEA and its Chico Chapter.

Chico Unified School District

Date

CSEA Chapter #110

Date

CSEA Chapter #110

Date

AGENDA ITEM: Approval of Board Representative to Personnel Commission

Prepared by: Jim Hanlon, Assistant Superintendent of Human Resources

☐ Consent

Board Date December 16, 2015

☐ Information Only

☒ Discussion/Action

Background Information Every 3 years the CUSD Board of Education votes to elect the district representative to the Personnel Commission (PC). The commission is made up of one member selected by the Board of Trustees, one member selected by CSEA and one member mutually selected as a neutral. The current CUSD member is Gloria Bevers who has served in this capacity since December, 2002. She has stated that with board approval she is interested in continuing in this position. Other PC members are Jane Dolan and Scott Jones.

Educational Implications Gloria will represent the interests of the district at all Personnel Commission meetings related to all classified staff.

Fiscal Implications None. The PC member position is a volunteer position.