

**CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION**

**Special Board Meeting**

**Wednesday, April 6, 2016**

**5:00 p.m. Closed / 6:00 p.m. Open**

**Neal Dow Elementary Roundhouse, 1420 Neal Dow**

**Chico, CA 95926**

**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 Legal Counsel –**

**Anticipated Litigation**

Per Subdivision (b) of Government Code

§54956.9 (one case)

**2.3. Conference with Real Property Negotiators**

Per Government Code §54956.8

APN # 006-220-008-000

Price and Terms of Payment

Agency's Negotiator: Kevin Bultema

*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

**4. CONSENT CALENDAR**

**4.1. EDUCATIONAL SERVICES**

- 4.1.1. Consider Approval of Expulsion of Students with the following IDs: 60484, 63347, 85071  
4.1.2. Consider Approval of Consultant Agreement with Club Z In-Home Tutoring Services, Inc.  
4.1.3. Consider Approval of Proposed 2016-2017 College Connection Calendar  
4.1.4. Professional Development – Using Technology to Support High-Quality Instruction

**4.2. BUSINESS SERVICES**

- 4.2.1. Consider Approval of the Independent Contractor Agreement  
4.2.2. Consider Bid Approval for Track & Field Renovation Projects at Chico High School & Pleasant Valley High School

**4.3. HUMAN RESOURCES**

- 4.3.1. Proposition 30 Extension, Resolution 1328-16, Resolution to Support Children's Education and Health Care Protection Act

**5. DISCUSSION/ACTION CALENDAR**

**5.1. EDUCATIONAL SERVICES**

- 5.1.1. **Information:** Career Technical Education in CUSD (Dave McKay, John Bohannon, Kristin Lower)

**5.2. BOARD**

- 5.2.1. **Discussion/Action:** Approval of Revised/Updated/New Board Policies (Administration)

0420	School Plans/Site Council
1312.3	Uniform Complaint Procedures
2121	Superintendent's Contract
3270	Sale and Disposal of Books, Equipment and Supplies
4030	Discrimination in Employment
4121	Temporary/Substitute Personnel
4131	Staff Development
4154	Health and Welfare Benefits
4231	Staff Development
5117	Interdistrict Attendance
5123	Promotion/Acceleration/Retention
5131.2	Bullying
5141	Health Care and Emergencies
5141.31	Immunizations
5148.2	Before/After School Programs
6142.1	Sexual Health and HIV/AIDS Prevention Instruction
6142.92	Mathematics Instruction
6146.1	High School Graduation Requirements
6152.1	Placement in Mathematics Courses - New
6163.4	Student Use of Technology
6164.2	Guidance/Counseling Services - Removal of reference to CAHSEE
6173	Education for Homeless Children
6177	Summer Learning Programs
6179	Supplemental Instruction
6190	Evaluation of the Instructional Program

**6. ADJOURNMENT**

Eileen Robinson, President  
Board of Education  
Chico Unified School District

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

### **INFORMATION, PROCEDURES AND CONDUCT OF CUSD BOARD OF EDUCATION MEETINGS**

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

#### **CONSENT CALENDAR**

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

#### **STUDENT PARTICIPATION**

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

#### **PUBLIC PARTICIPATON FOR ITEMS ON THE AGENDA (Regular and Special Board Meetings)**

The Board shall give members of the public an opportunity to address the Board either before or during the Board's consideration of each item of business to be discussed at regular or special meetings.

- Speakers will identify themselves and will direct their comments to the Board.
- Each speaker will be allowed three (3) minutes to address the Board.
- In case of numerous requests to address the same item, the Board may select representatives to speak on each side of the item.

#### **PUBLIC PARTICIPATON FOR ITEMS NOT ON THE AGENDA (Regular Board Meetings only)**

The Board shall not take action or enter into discussion or dialog on any matter that is not on the meeting agenda, except as allowed by law. (Government Code 54954.2) Items brought forth at this part of the meeting may be referred to the Superintendent or designee or the Board may take the item under advisement. The matter may be placed on the agenda of a subsequent meeting for discussion or action by the Board.

- Public comments for items not on the agenda will be limited to one hour in duration (15 minutes at the beginning of the meeting and 45 minutes at the end of the meeting).
- Initially, each general topic will be limited to 3 speakers.
- Speakers will identify themselves and will direct their comments to the Chair.
- Each speaker will be given three (3) minutes to address the Board.
- Once 2 speakers have shared a similar viewpoint, the Chair will ask for a differing viewpoint. If no other viewpoint is represented then a 3<sup>rd</sup> 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](http://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](http://www.chicousd.org).



**AGENDA ITEM:** Consultant Agreement with Club Z In-Home Tutoring Services, Inc.

**Prepared by:** John Bohannon, Director

☒ Consent

Board Date April 6, 2016

☐ Information Only

☐ Discussion/Action

**Background Information**

All schools that receive Title I funding and Local Educational Agencies (LEAs) that do not make Adequate Yearly Progress (AYP) are identified as Program Improvement (PI) and must implement required program components and interventions. The District must notify students attending PI schools in years 3-5 of Supplemental Services opportunities. Supplemental Educational Services are tutoring or other supplemental enrichment activities beyond the regular school day. Services are to be high quality, research-based and designed to improve the students' academic achievement. Students are eligible for services if they are in Title I schools in PI status and 1) not meeting State Standards in reading and math, and 2) from low income families. Only State Board of Education (SBE) approved providers qualify to offer supplemental services. Currently Club Z has increased their amount of students because we had three providers not return this year. Due to the increase of students, it has caused the cost of services to increase.

**Educational Implications**

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

**Fiscal Implications**

None to the General Fund.

Mandatory Instructions  
(click to view)

CA# 16-00030

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

### CONSULTANT AGREEMENT

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

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

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

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

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

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

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

- 1) Title I
- 2)
- 3)

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

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

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

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

9. Additional Expenses

Additional Expenses

\$  
\$

\$30,188.40

Total of Additional  
Expenses

\$60,376.80

Grand Total

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



# CONSULTANT TERMS AND CONDITIONS

CA#

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

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

1. The Consultant will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Consultant Agreement. Consultant shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Consultant's employees.
2. Consultant shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page I of this Agreement.
3. In the performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.
4. If applicable, the Consultant will certify in writing, using Administration Form #3515.6, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
5. Consultant agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Consultant's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Consultant, and/or the Consultant's employee or agents.
6. Consultant will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the District.
7. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
8. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become applicable to Consultant, Consultant's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.
9. The District will determine whether the Consultant will be paid by vendor check as a Consultant or payroll check as a Contract Employee (with taxes withheld) by reviewing the completed Certificate of Independent Consultant Agreement (a blank sample may be viewed at: [http://www.chlcousd.org/documents/BUSINESS/Consultant\\_Agreement/BS\\_10a\\_11\\_04\\_rev.pdf](http://www.chlcousd.org/documents/BUSINESS/Consultant_Agreement/BS_10a_11_04_rev.pdf). IRS publication SWR 40 and IRS Ruling 87-41 will assist in determining the payment method applied to this Agreement.
10. Consultant shall provide an original invoice to the Originating Administrator. Consultant shall be paid within 30 days of receipt of invoice and authorization of payment forwarded to the CUSD Accounts Payable department along with the original invoice.
11. Either party may terminate this agreement, with or without cause, upon 30 days' written notice to the other. Vendor shall be paid for work actually performed as of the date of receipt of such notice.

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

Cari Diaz  
(Signature of Consultant)

Cari Diaz, President  
Program Director  
(Printed Name)

8/18/2015  
Date

13. RECOMMENDED:

[Signature]  
(Signature of Originating Administrator)

John Bohannon  
Director  
(Printed Name)

8/24/15  
Date

14. APPROVED:

[Signature]  
(Signature of District Administrator or Director of Categorical Programs)

Joanne Parsley  
Asst. Superintendent  
(Printed Name)

8-24-15  
Date

APPROVED:

[Signature]  
(Signature of District Admin, Business Services)

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

8-25-15  
Date

15. Authorization for Payment:

CHECK REQUIRED (Invoice to accompany payment request):

☐ Partial Payment through: \_\_\_\_\_ Date \_\_\_\_\_  
☐ Full or Final Payment

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

☐ Send to Site Administrator: \_\_\_\_\_  
☐ Mail to Consultant (Date Check Required)

\$ \_\_\_\_\_  
(Amount)

\_\_\_\_\_  
(Originating Administrator Signature- Use Blue Ink)

\_\_\_\_\_  
(Date)

**AGENDA ITEM:** Proposed 2016-2017 College Connection Calendar

**Prepared by:** David McKay, Director

☒ Consent

Board Date April 6, 2016

☐ Information Only

☐ Discussion/Action

**Background Information**

The College Connection program serves students who wish to get a head start on college by taking Government, Economics, and English with their CUSD teacher (housed at Butte College Main Campus) while taking other entry-level college courses on the Butte campus.

**Education Implications**

The College Connection calendar coincides more with the Butte College academic calendar than with CUSD's in order to facilitate students taking college classes.

**Fiscal Implications**

College Connection teachers are staffed at the same ratios as other CUSD secondary teachers.

# Chico Unified School District 2016 - 2017 Student Calendar

## College Connection



JULY							AUGUST							SEPTEMBER						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
			1	2	3	4														
5	6	7	8	9	10	11		1	2	3	4	5	6					1	2	3
12	13	14	15	16	17	18	7	8	9	10	11	12	13	4	5	6	7	8	9	10
19	20	21	22	23	24	25	14	15	16	17	18	19	20	11	12	13	14	15	16	17
26	27	28	29	30	31		21	22	23	24	25	26	27	18	19	20	21	22	23	24
							28	29	30	31				25	26	27	28	29	30	

  

OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
						1														
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31
30	31																			

  

JANUARY							FEBRUARY							MARCH						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
1	2	3	4	5	6	7	5	6	7	8	9	10	11	5	6	7	8	9	10	11
8	9	10	11	12	13	14	12	13	14	15	16	17	18	12	13	14	15	16	17	18
15	16	17	18	19	20	21	19	20	21	22	23	24	25	19	20	21	22	23	24	25
22	23	24	25	26	27	28	26	27	28					26	27	28	29	30	31	
29	30	31																		

  

APRIL							MAY							JUNE						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
						1														
2	3	4	5	6	7	8	7	8	9	10	11	12	14				1	2	3	4
9	10	11	12	13	14	15	14	15	16	17	18	19	20	5	6	7	8	9	10	11
16	17	18	19	20	21	22	21	22	23	24	25	26	27	12	13	14	15	16	17	18
23	24	25	26	27	28	29	28	29	30	31				19	20	21	22	23	24	25
30														26	27	28	29	30		

#	#	= No school for students		=Butte College Finals
8/3/16		= First Day of School for CC Students	1/3/17	= First Day of BC Spring Semester

# District designated holidays per Education Code 37220 and 45205

Friday	July 3	Independence Day Holiday
Monday	Sep 7	Labor Day
Wednesday	Nov 11	Veterans Day
Thursday	Nov 26	Thanksgiving Day
Friday	Nov. 27	Day after Thanksgiving
Thursday	Dec 24	Christmas Eve Holiday
Friday	Dec 25	Christmas Holiday
Thursday	Dec 31	New Year's Eve
Friday	Jan 1	New Year's Day
Monday	Jan 18	Martin Luther King, Jr. Day observed
Friday	Feb 12	Lincoln's Birthday observed
Monday	Feb 15	Presidents' Day

		Butte College Finals
Monday	May 30	Memorial Day observed

Winter Recess - All Schools  
Decemr 19-30- 2,016

Spring Recess  
March 1 13--16 2017

Fall  
Independent study begins Aug. 3  
Traditional seat time begins Aug. 24  
Semester ends Dec. 9

Spring  
Independent study begins Jan. 3  
Traditional seat time begins Jan. 23  
Semester ends May 19.



**AGENDA ITEM:** Professional Development – Using Technology To Support High-Quality Instruction

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**Prepared by:** Michael Morris, Director

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☒ Consent

Board Date April 6, 2016

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☐ Information Only

☐ Discussion/Action

### **Background Information**

Computer Using Educators (CUE) is a non-profit, national professional development provider and consultant group with expertise in supporting educators in building their capacity to effectively utilize technology to teach, lead and learn. Teachers and administrators have attended CUE events for the past several years to gain knowledge and skills in using technology to support high quality, rigorous instruction.

The proposed contract is to provide the CUE *Rock Star Butte County Administrator and Teacher Camps* in August 2016. These camps (2 days for administrators and 1 day for teachers) are purposely designed and focused on assisting teachers and administrators in leading the changes that are most pressing in K-12 education right now: deploying devices, changing classroom pedagogies, leading change, social media challenges and technological skills for leaders.

### **Educational Implications**

These professional development days will assist teachers and administrators with actively building their capacity to examine, support and refine their knowledge and skills in effectively utilizing technology to support high quality instruction. The central focus is on continually improving instruction with technology as a tool to improve student learning. This work will also provide opportunities for teachers and administrators to collaborate with other educators from around Butte County to share insights, challenges and practices, while building a greater sense of cohesion with other Chico Unified educators. This supports the overarching student achievement goals of CUSD.

### **Fiscal Implications**

Costs for the presenters provided by CUE noted in the CUE contracts include costs for CUSD participants and participants from other charter schools and districts that choose to participate. CUSD will be reimbursed for costs from participants from other charter schools and districts that choose to participate.

Costs for the presenters provided by CUE for the August 10-11 administrative workshops are \$100 per participant.

- Costs for August 10-11 for CUSD are anticipated to be  $50 \times \$100 = \$5,000$
- Costs for other districts and/or charter schools would be reimbursed to Chico Unified.

These costs include costs paid to CUE and include all travel fees and other expenses. The final costs for the admin camp may change depending upon the particular presenters secured. The admin camp expenses are higher than the teacher camp because the admin camp is two days and the presenter costs are higher.

Costs for the August 16 teacher workshops are estimated at \$100 per person.

- Costs for August 16 CUSD are estimated at  $730 \times \$100 = \$73,000$ .
- Anticipated costs for other districts and/or charter schools would range from a minimum of  $110 \times \$100 = \$11,000$  to  $470 \times \$100 = \$47,000$ .
- Costs for other districts and/or charter schools would be reimbursed to Chico Unified.

These costs include costs paid to CUE and include all travel fees and other expenses.

Additional costs to be determined may include morning coffee/refreshments and lunch.

Funding for CUSD participants will be provided from multiple sources including Educator Effectiveness Funds, Title II.



## **Professional Learning Proposal**

### **CUE Rock Star Teacher Camp - Black Label at Chico Unified School District**

**August 16, 2016**

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#### **Prepared For:**

Michael Morris  
Director, Assessment & Accountability  
Chico Unified School District

#### **Prepared By:**

Danielle Forst  
Professional Learning Coordinator, CUE  
877 Ygnacio Valley Road, Ste. 200, Walnut Creek, CA 94596  
925-954-4491 Office / 925-891-7862 Fax  
dforst@cue.org

#### **Proposal Date:**

March 31, 2016



### **Scope of Work:**

CUE will provide CUSD with the following high-quality professional development session:

**Title: CUE Rock Star Teacher Camp - Black Label**

**Date:** August 16, 2016

**Times:** - 8:30am - 3:00pm (including 2 hr working Unconference lunch)

**Registration:** Group Registration: Your organization handles registration and pays CUE with a single check.

**Expected Attendance:** 840 Participants

**Location:** CUSD - Sites TBD.

*Black Label Rock Star events are designed to be 100 person events. Larger events can be held by breaking groups into subject areas and/or grade ranges. CUSD will provide multiple locations for the training with each location not to exceed 200 participants. In the case of 200 participants at a single location the group will be divided into two groups of 100, each with a separate welcome and lunch session.*

**Schedule:**

8:30 - 9:00 Welcome/Introduction/Shred Sessions

9:00-11:00 Workshop 1

11:00-1:00 Working Unconference Lunch

1:00-3:00 Workshop 2

The CUE Rock Star Teacher Camp - Black Label in CUSD includes the following for each 100 attendees:

- Four (4) CUE Lead Learners will each run two workshops and an unconference networking lunch.
  - For each increase in 25 attendees, one (1) CUE Lead Learner will be added.
- CUE Lead Learner(s) will support two (2) CUSD Teacher Leaders in planning workshop topics.
  - For each increase in 50 attendees, one (1) CUSD Teacher Leader will be added.
- Workshops topics to be determined based on district goals.

For each 100 educator CUE Rock Star Black Label in CUSD, CUSD will provide:

- on-site lunch for all participants.
- CUSD Teacher Leaders to present two two-hour workshops during the event.

CUE will provide Lead Learners, materials for participants (handouts, slides, & online resources), and an online evaluation for all sessions.

**Conditions:**

CUSD will host the workshop in appropriate training facilities equipped with projectors, screens, and wireless Internet Access. CUSD will also provide technical support and logistical support for the session.

**Copyright:**

In lieu of traditional copyright, all original materials (such as agendas, handouts, and presentation slides) related to these services will be licensed under the Creative Commons Attribution-ShareAlike 3.0 license. Attribution will be reserved by CUE, Inc. For more information on this license visit:

<http://creativecommons.org/licenses/by-sa/3.0/>

**Participant Information**

In the course of producing this workshop, CUE will collect attendee contact information that may also be used by CUE for promotion of future CUE professional development opportunities. We will never distribute or sell this information. Participants can opt out of receiving emails from CUE at any time using the "unsubscribe" feature in each CUE email or by replying to CUE staff to remove their name from CUE's mailing list.

**Compensation:**

CUSD will reimburse CUE for these services at the following rates.

Minimum number of participants: 840  
Cost per participant: \$100  
Minimum Compensation: \$84,000

Maximum number of participants: 1,200  
Cost per participant: \$100  
Minimum Compensation: \$120,000

These rates include all travel fees and other expenses. These sessions are offered via "group registration." CUSD will handle individual registration and will pay CUE with a single check for all participants. Payment is due prior to delivery of services.

**Cancellation:**

Services may be cancelled by CUE or CUSD with or without cause upon the giving of thirty days written notice to the other party. If services are cancelled by CUSD less than thirty days prior to the workshop, CUSD will be invoiced for any costs (including travel expenses) already incurred by CUE.

**Changes:**

Changes to this proposal may be arranged by mutual agreement in writing between CUE and CUSD.

**Agreement:**

This proposal may serve as a letter of agreement between CUE, Inc. and CUSD. If this proposal meets the needs of both parties, authorized representatives may sign below to signify agreement to the terms above.

CUSD

CUE

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

Name: \_\_\_\_\_

Mike Lawrence

Title: \_\_\_\_\_

CEO, CUE, Inc.

Date: \_\_\_\_\_

Date: 03/31/2016 \_\_\_\_\_





## **Professional Learning Proposal**

### **CUE Rock Star Admin Camp - Black Label at Chico Unified School District**

**August 10-11, 2016**

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#### **Prepared For:**

Michael Morris  
Director, Assessment & Accountability  
Chico Unified School District

#### **Prepared By:**

Danielle Forst  
Professional Learning Coordinator, CUE  
877 Ygnacio Valley Road, Ste. 200, Walnut Creek, CA 94596  
925-954-4491 Office / 925-891-7862 Fax  
dforst@cue.org

#### **Proposal Date:**

March 31, 2016

## Scope of Work:

CUE will provide CUSD with the following high-quality professional development session:

**Title: CUE Rock Star Admin Camp - Black Label**

**Date:** August 10, 2016

**Times:** - 8:30am - 3:00pm (including 2 hr working Unconference lunch)

**Registration:** Group Registration: Your organization handles registration and pays CUE with a single check.

**Expected Attendance:** 100 Participants

**Facilitators:** 4

**Location:** CUSD - Site TBD

**Schedule for 8/10:**

9:00	Morning Charge Session & Shreds
9:30	Admin Hero Teams Formation
10:30	Break
10:45	Session 1
12:15	Lunch/Keynote
1:30	Session 2
3:00	Break
3:15	Session 3
4:45	Hero Group work time
5:15	Dismissal

The CUE Rock Star Admin Camp - Black Label for 100 administrators on 8/10 in CUSD includes the following:

- Four (4) CUE Lead Learners will each run two workshops and an unconference networking lunch.
- CUE Lead Learner(s) will support two (2) CUSD administrators in planning workshop topics.
- Workshops topics to be determined based on district goals.

**Title: CUE Rock Star Admin Camp - Black Label**

**Date:** August 11, 2016

**Times:** - 8:30am - 12:00pm

**Registration:** Group Registration: Your organization handles registration and pays CUE with a single check.

**Expected Attendance:** 100 Participants

**Facilitators:** 1

**Location:** CUSD - Site TBD.

**Schedule for 8/11:**

Admins will work in teams on implementation planning.

CUSD will provide on-site lunch for all participants.

CUE will provide Lead Learners, materials for participants (handouts, slides, & online resources), and an online evaluation for the session.

**Conditions:**

CUSD will host the workshop in an appropriate training facility equipped with projectors, screens, and wireless Internet Access. CUSD will also provide technical support and logistical support for the session.

**Copyright:**

In lieu of traditional copyright, all original materials (such as agendas, handouts, and presentation slides) related to these services will be licensed under the Creative Commons Attribution-ShareAlike 3.0 license. Attribution will be reserved by CUE, Inc. For more information on this license visit:

<http://creativecommons.org/licenses/by-sa/3.0/>

**Participant Information**

In the course of producing this workshop, CUE will collect attendee contact information that may also be used by CUE for promotion of future CUE professional development opportunities. We will never distribute or sell this information. Participants can opt out of receiving emails from CUE at any time using the "unsubscribe" feature in each CUE email or by replying to CUE staff to remove their name from CUE's mailing list.

**Compensation:**

CUSD will reimburse CUE for these services at the following rates.

Minimum Number of participants: 100 each day  
Minimum Compensation: \$15,000

Maximum Number of participants: 150 each day  
Maximum Compensation: \$22,500

These rates include all travel fees and other expenses. These sessions are offered via "group registration." CUSD will handle individual registration and will pay CUE with a single check for all participants. Payment is due prior to delivery of services.

**Cancellation:**

Services may be cancelled by CUE or CUSD with or without cause upon the giving of thirty days written notice to the other party. If services are cancelled by CUSD less than thirty days prior to the workshop, CUSD will be invoiced for any costs (including travel expenses) already incurred by CUE.



**Changes:**

Changes to this proposal may be arranged by mutual agreement in writing between CUE and CUSD.

**Agreement:**

This proposal may serve as a letter of agreement between CUE, Inc. and CUSD. If this proposal meets the needs of both parties, authorized representatives may sign below to signify agreement to the terms above.

CUSD

CUE

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

Name: \_\_\_\_\_

Mike Lawrence

Title: \_\_\_\_\_

CEO, CUE, Inc.

Date: \_\_\_\_\_

Date: 03/31/2016 \_\_\_\_\_

**AGENDA ITEM:** Independent Contractor Agreements

**Prepared by:** Kevin Bultema

☒ Consent

Board Date April 6, 2016

☐ Information Only

☐ Discussion/Action

**Background Information**

Per Board Policy 3600 Consultants/Independent Contractor, all Consultant/Independent Contractor Agreements shall be brought before the board for approval.

**Educational Implications**

Per Board Policy 3600, the Board of Education authorizes the use of consultants/independent contractors to provide expert professional advice or specialized technical or training services which are not needed on a continuing basis and which cannot be provided by district staff because of limitations of time, experience or knowledge. Individuals, firms or organizations employed as consultants may assist management with decisions and/or project development related to financial, economic, accounting, engineering, legal, administrative, instructional or other matters.

**Fiscal Implications**

Consultant/Independent Contractor Agreement(s) to be paid from accounts noted on approval forms.



Administrative Offices  
1163 E. Seventh Street  
Chico, CA 95928-5999

530/891-3000  
fax 891-3220  
www.ChicoUSD.org

### Independent Contractor Agreement

Completed By: Citrus Elementary School

Phone: (530) 891-3107

1. This Agreement is made by and between Chico Unified School District and:

Name: Sentra Burton

Email Address: Senta@counselingchico.com

Street Address/POB: 615 West 11th

City, State, Zip Code: Chico, CA 95926

Phone: (530) 680-0297

Taxpayer ID/SSN: \_\_\_\_\_

This agreement will be in effect From: 1/5/16

To: 1/19/16

Site Code: 130

Location(s) of Services: Citrus Elementary School

2. Scope of Work to be performed and Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Independent Contractor Services (attach separate sheet if necessary):

a. Scope of Work: Nurtured Heart Training

b. Goal (if applicable): \_\_\_\_\_

3. Funding/Program/Grant Affected (corresponding to accounts listed in item 4):

a. Title II

b. \_\_\_\_\_

c. \_\_\_\_\_

	Percent (%)	Fund	Resource	Project/Year	Goal	Function	Object	Site	Manager
1	100.00%	01	4035	0	1110	1000	5800	130	1130
2	0.00%						5800		
3	0.00%						5800		

5. Payment to Independent Contractor for services actually rendered and supported by Independent Contractor initiated invoices, the District will pay the Independent Contractor not to exceed the payment criteria as follows:

\$ \$ 600.00 Hourly Rate X 1.00 # Hours = \$ \$ 600.00 Total for Services

(For Flat Rate fees, please place the flat rate under "hourly rate" and use "1" for number of hours.)

Additional Expenses (if applicable, in the event of changes to service or other expense types)

Item: \_\_\_\_\_ \$ \_\_\_\_\_

Item: \_\_\_\_\_ \$ \_\_\_\_\_

\$ \$ 0.00 Total of Additional Expenses

\$ \$ 600.00 Grand Total (Services + Additional Expenses)

6. Completed BS10A "Certificate of Independent Consultant Agreement" guideline is: ☒ On File ☐ Attached

7. Completed W9 "Request for Taxpayer Identification Number/Certification" form is: ☒ On File ☐ Attached

BP 3600 states all Consultants/Independent Contractor contracts shall be brought to the Board for Approval.

Board Approval Date: \_\_\_\_\_

Board authorizing signature: \_\_\_\_\_



T: (530) 891-3000 \* F: (530) 891-3220

**INDEPENDENT CONTRACTOR TERMS AND CONDITIONS**

Independent Contractor Name: Senta Burton

CA#

1. The Independent Contractor will perform said services Independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Independent Contractor Agreement. Independent Contractor shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Independent Contractor's employees.

2. Independent Contractor shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page 1 of this Agreement.

3. In the performance of the work herein contemplated, the Independent Contractor with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.

4. If applicable, the Independent Contractor will certify in writing, using Administration Form #3515.6, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Independent Contractor.

5. Independent Contractor agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Independent Contractor's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Independent Contractor, and/or the Independent Contractor's employee or agents.

6. Independent Contractor will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the District.

7. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.

8. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Independent Contractor agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become applicable to Independent Contractor, Independent Contractor's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.

9. The Independent Contractor will be paid by vendor check as an Independent Contractor.

10. Independent Contractor shall provide an original invoice to the Originating Administrator. Independent Contractor shall be paid within 30 days of receipt of invoice and authorization of payment forwarded to the CUSD Accounts Payable department along with the original invoice.

11. Either party may terminate this agreement, with or without cause, upon 30 days' written notice to the other. Vendor shall be paid for work actually performed as of the date of receipt of such notice.

## 12. AGREED TO AND ACCEPTED:

  
Signature of Independent Contractor

Senta Burton

Printed Name

1/26/16

Date

## 13. RECOMMENDED:

  
Signature of Originating Administrator

Rachel Tadeo

Printed Name

1/26/16

Date

## 14. APPROVED:

\_\_\_\_\_  
Signature of District Administrator OR  
Director of Categorical Programs

Printed Name

Date

## 15. APPROVED:

  
Signature of District Administrator,  
Business Services

  
Printed Name

3-31-16  
Date

## 16. AUTHORIZATION FOR PAYMENT

## CHECK REQUIRED

(Invoice to accompany payment request):

☐ Partial Payment through: \_\_\_\_\_  
☒ Full or Final Payment

\$ 600.00

Amount

DISPOSITION OF CHECK by Accounts Payable:

(check released upon completion of services)

☐ Send to Site Administrator (date): \_\_\_\_\_☒ Mail to Independent Contractor

Originating Administrator Signature (Blue Ink)

Date

**AGENDA ITEM:** Bid Approval for Track & Field Renovation Projects at Chico High School & Pleasant Valley High School

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**Prepared by:** Julia Kistle, Director Facilities & Construction

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☒ Consent

Board Date April 6, 2016

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☐ Information Only

☐ Discussion/Action

**Background Information**

On October 17, 2015, the Board of Education authorized an allocation of \$2 million discretionary "one-time" dollars towards athletic field improvements at both comprehensive high schools. On January 20, 2016, the Board of Education approved a Reimbursement Resolution for funds from a future bond sale to supplement this funding.

Sealed bids were publicly opened on Thursday, March 17, 2016. The bid results are as follows:

<b>Contractor</b>	<b>CHS Track &amp; Field Reno</b>	<b>PVHS Track &amp; Field Reno</b>
Sprinturf	\$1,592,000	\$1,556,200
Franklin Construction	\$1,611,700	\$1,532,500
Slater & Son Construction	\$1,756,193	\$1,689,892
Lowest Responsive Bidders	\$1,592,000-Sprinturf	\$1,532,500-Franklin Construction

**Educational Implications**

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

**Fiscal Implications**

The projects identified will be funded with discretionary "one-time" dollars and supplemented with funds up to \$1.4 million dollars of General Fund dollars to be reimbursed by a future bond sale in accordance with Resolution No. 1316-16.

**Recommendation**

On February 17, 2016 the Board of Education provided pre-authorization for the Superintendent or designee to enter into contracts with the lowest responsive bidders for these projects. It is requested that the Board ratify the bid results as shown above.

**AGENDA ITEM:** Proposition 30 Extension

**Prepared by:** Jim Hanlon /Kevin Moretti

☒ Consent

Board Date April 6, 2016

☐ Information Only

☐ Discussion/Action

**Background Information**

Proposition 30 has been essential to school funding for the past four years. In order to avoid a decrease in funding, which would result in a decrease in services to K-12 students, a proposition to extend the Prop 30 taxes will be on the November 2016 ballot.

**Educational Implications**

If the Proposition 30 tax is allowed to lapse, K-12 schools in California will see a reduction in funding resulting in reduced services to students, including the possibility of increased class sizes, fewer educational options, and reduced support services.

**Fiscal Implications**

An extension of Proposition 30 would raise \$8 to 11 billion per year through 2030.



**RESOLUTION 1328-16**  
**Resolution to Support**  
**Children's Education and Health Care Protection Act**

**WHEREAS**, the Chico Unified School District Board of Education is committed to making policy and financial decisions that enable the school district to provide quality educational programs and services to the school-age children of our community; and

**WHEREAS**, during the recent recession, the state cut more than \$56 billion from education, healthcare and other critical services; and public schools statewide experienced unprecedented funding reductions and apportionment deferrals; and

**WHEREAS**, California public schools rank 42nd out of the 50 states in per-pupil spending; California public schools are the most crowded in the nation; and California provides fewer guidance counselors and librarians per student than any other state in the nation;<sup>1</sup> and

**WHEREAS**, many of California's school children come from low-income families that lack access to the health care services needed to keep those children in school and learning; and

**WHEREAS**, passage of Proposition 30 in 2012 helped increase state revenues, providing a significant boost to California's K-12 school spending and sending funds directly to school districts through the Education Protection Account;

**WHEREAS**, the revenues from Proposition 30 will decline after 2016 and will disappear completely after 2018, the last year its provisions will be in effect; and

**WHEREAS**, the Children's Education and Health Care Protection Act would extend Proposition 30's temporary income tax rates for an additional 12 years, to continue funding the Education Protection Account and boost spending on health care for low income families; and

**WHEREAS**, unless Californians extend Proposition 30's temporary tax increases, the state's schools most likely will receive relatively fewer dollars in the years ahead, raising the prospect that California's school spending will fall even further behind the nation; and

**WHEREAS**, the loss of Education Protection Account funds will negatively impact the district; and

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<sup>1</sup> [http://calbudgetcenter.org/wp-content/uploads/Californias-Support-for-K12-Education-Ranks-Low-by-Almost-Any-Measure\\_FactSheet\\_11.17.2015.pdf](http://calbudgetcenter.org/wp-content/uploads/Californias-Support-for-K12-Education-Ranks-Low-by-Almost-Any-Measure_FactSheet_11.17.2015.pdf)

**BE IT RESOLVED** that the Chico Unified School District Board of Education joins school districts around the state in supporting the Children's Education and Health Care Protection Act and in urging the Legislature to work with the public education community to identify stable, long-term, adequate funding solutions for public schools; and

**BE IT FURTHER RESOLVED**, that this body, the Chico Unified School District, supports the passage of the Children's Education and Health Care Protection Act because it provides needed revenue to public schools and will specifically benefit this district for the reasons described herein.

Adopted by the Governing Board of the Chico Unified School District on April 6, 2016, by the following vote of the Board:

AYES:  
NOES:  
ABSTENTIONS:  
ABSENT:

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President of the Governing Board  
Chico Unified School District



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# The Children's Education and Health Care Protection Act of 2016 Q&A

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4.3.1.  
Page 4 of 6

Question	Answer
Is the initiative an extension of Proposition 30?	Yes. This initiative temporarily extends the income tax rates on the wealthiest Californians created under Prop 30. Revenues from the extension will increase funding for public schools and colleges, increase revenues in the Rainy Day Fund, while at the same time freeing up dollars in the general fund and, if certain criteria are met, increasing funding towards health care.
Are the taxes temporary, like the current Prop 30?	Yes. The current Prop 30 income tax rates would be temporarily extended for 12 years.
Does the initiative continue the Prop 30 sales tax increase?	No. The quarter-cent sales tax increase will expire in 2016.
How much revenue will this initiative bring in?	An estimated \$8-11 billion annually.
Where do the revenues from the initiative go?	Simply - the extension revenues do 3 things: <ol style="list-style-type: none"><li>1. Increase funding for public schools and colleges</li><li>2. Increase funding into rainy day fund</li><li>3. By helping the state to meet and expand its obligation to schools and colleges, the initiative frees up budget dollars to be spent on healthcare and other priorities.</li></ol>
Does the initiative increase funding for education and the Prop 98 guarantee – the public education spending requirement?	Yes. Revenues will continue to be deposited into the Education Protection Account, a special fund that goes to fund K-12 public schools and community colleges. These funds will be used to help students by reducing class sizes, updating textbooks, hiring new teachers and help to keep



tuition costs from skyrocketing – not administrative costs.

By helping the state maintain and fund critical resources for education, the state will then be freed up to use funds that would have otherwise been necessary for education, to help fund critical services like health care and other essential services, invest in the Rainy Day Fund and maintain a balanced budget.

Will this initiative expand health care coverage for low income children and families?

Yes. If certain budgetary requirements are met, the initiative will provide up to \$2 billion annually in funds for health care for low-income children and their families.

Does the initiative help maintain a balanced budget?

Yes. This initiative has built-in flexibility that allows for restoration of general fund spending cuts and provides for relief in budget emergencies.

Are there auditing and disclosure requirements?

Yes. This initiative is subject to full audit and disclosure requirements. They include audits by the State Controller and audits of the each school district and community college receiving funds. Districts and colleges must post on their websites how the funds were spent.

What are the tax rates and tax brackets?

This Initiative temporarily extends the original Prop 30 income tax rates and brackets:

10.3%- \$250-\$299 K

11.3%- \$300-\$499 K

12.3%- \$500 K+

*All brackets double for joint filers*

Note: Incomes over \$1,000,000 are taxed an additional 1% surcharge due to Proposition 63.

Are income brackets indexed for inflation?

Yes.

Are the revenues subject to the Gann state appropriations limit?	Yes. CA passed an initiative that limits how much money the state can spend in a single year (Gann Limit). Any money that the state receives over that limit must be split evenly between refunds to taxpayers and spending on public education. In this initiative, revenues above the limit will continue to be split between taxpayer refunds and public education spending.
Are the revenues subject to Prop 2 – the Rainy Day Fund?	Yes.
What amendments were filed to the initiative?	<ol style="list-style-type: none"><li>1. Revenues will now be subject to the rainy day fund provisions of Proposition 2.</li><li>2. Remaining funds – those that are left after the state meets its Proposition 98, general fund budget, and Proposition 2 requirements – would now be split 50/50 (rather than 55/45) between the General Fund and Health care programs.</li></ol>



**AGENDA ITEM:** Career and Technical Education in CUSD

**Prepared by:** Dave McKay, John Bohannon, Kristin Lower

☐ Consent

Board Date April 6, 2016

☒ Information Only

☐ Discussion/Action

### **Background Information**

The current push from CDE in the way of career and technical education is to create career pathway options for secondary students as vehicles for college and career readiness (as per the California Common Core State Standards). Generally, a pathway is defined as a sequence of at least three CTE courses in grades 9-12. Ideally these pathways would extend into the middle grades as well. These pathways would not be chosen as alternatives to a college prep pathway; they would offer the "whole package" with A-G college prep courses, articulations with community colleges, certifications, and built-in work-based learning experiences. Over the last two years CUSD has been the beneficiary of three CTE grants (California Career Pathways Grant rounds one and two, and the CTE Incentive Grant) which are allowing CUSD to build and grow our Career pathways at all three high-schools.

### **Educational Implications**

CUSD's LCAP Goal #3 is to "**Support High Levels of Student Achievement in a Broad Range of Courses:** Provide all CUSD students the support and guidance to succeed in a broad range of challenging courses preparing them to successfully enter higher education and a viable career." Currently we offer five career pathways at Pleasant Valley High School, five career pathways at Chico High School, and four career pathways with various focus options at Inspire. Through the Career Pathways Trust grants, we have defined a pathway as mentioned above with the additional details: the sequence of at least three CTE courses is integrated with at least one core class in the first year of pathway implementation, and another core academic is added/ integrated in the second year. Our desire is to unite core and CTE teachers under the same goal of preparing students for both college and career through the California Common Core State Standards.

### **Fiscal Implications**

CDE's California Career Pathways Grant, round one, awarded the Butte-Glenn Career Pathways Consortium 5.5 million dollars; and the CCPT grant, round two, awarded the BGCP 5.3 million dollars. These funds benefit 19 schools in Butte and Glenn Counties, and CUSD's three high schools are beneficiaries. CUSD promised matching dollars largely covered through certificated pathway teachers' salaries. CUSD was also awarded \$818,673 through CDE's CTE Incentive Grant for 2016/17. This grant requires CUSD to provide a dollar for dollar match for 16/17. CUSD may reapply for CTE Incentive funds for both 2017/2018 and 2018/2019; those funds will require a \$1.5 to \$1 match in 17/18, and a \$2 to \$1 match for 18/19. Both pathway teachers' salaries and Perkins funds may be used as match. The goal is the sustainability of robust pathways post grant money.



**PROPOSED AGENDA ITEM:** Approval of Board Policy Adoptions/Updates

**Prepared by:** Administration

☐ Consent

Board Date April 6, 2016

☐ Information Only

☒ Discussion/Action

**Background Information**

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

**Education Implications**

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

**Fiscal Implications**

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