

CUSD Board of Education

Regular Meeting Agenda

Bidwell Jr. High School, Library

May 18, 2016

CLOSED SESSION – 5:00 P.M.

REGULAR BOARD MEETING – 6:00 P.M.



Board Members

Eileen Robinson, President

Dr. Kathleen Kaiser, Vice President

Gary Loustale, Clerk

Elizabeth Griffin, Member

Linda Hovey, 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: 05/13/16

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.chiocusd.org.

CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Regular Meeting – May 18, 2016

Closed Session – 5:00 p.m.

Regular Session – 6:00 p.m.

Bidwell Jr. High School, Library
2376 North Avenue, 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 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# 005-570-014-0000
Price and Terms of Payment
Agency's Negotiator: Kevin Bultema

2.4. Public Employee Performance Evaluation

Per Government Code §54957
Title: Superintendent

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. STUDENT REPORTS

5. SUPERINTENDENT'S REPORT AND RECOGNITION

6. ANNOUNCEMENTS

7. ITEMS FROM THE FLOOR

8. REPORTS FROM EMPLOYEE GROUPS REGARDING NEGOTIATIONS

9. CONSENT CALENDAR

9.1. GENERAL

- 9.1.1. Consider Approval of Minutes of Regular Session on April 20, 2016, and Special Session on May 4, 2016
- 9.1.2. Consider Approval of Items Donated to the Chico Unified School District

9.2. EDUCATIONAL SERVICES

- 9.2.1. Consider Approval of Expulsion of Students with the following IDs: 66552, 84098

- 9.2.2. Consider Approval of the Field Trip Request for Pleasant Valley High School Student Anne Gebicke, State Officer for FCCLA to Participate in State Officer Duties at Various Dates and Locations throughout the 2016-17 School Year
- 9.2.3. Consider Approval of the Field Trip Request for FCCLA Students to Attend the National Convention in San Diego from 07/03/16 to 07/07/16
- 9.2.4. Consider Approval of the Obsolete Textbooks
- 9.2.5. Consider Approval of the 2016-2017 CIF Representatives to League
- 9.2.6. Consider Approval of the Butte-Glenn Career Pathways Consortium Expansion Sub Agreements
- 9.2.7. Consider Approval of the New Textbook Proposal for ELA 6th Grade
- 9.2.8. Consider Approval of the New Textbook Proposal for World Language
- 9.2.9. Consider Approval of the Renaissance Learning Contract

9.3. BUSINESS SERVICES

- 9.3.1. Consider Approval of Accounts Payable Warrants
- 9.3.2. Consider Approval of Independent Contractor Agreements
- 9.3.3. Consider Approval of the Notice of Completion for Bidwell Modernization Increment 4
- 9.3.4. Consider Approval of the Architect Selection for Phase III Facilities Master Plan Project
- 9.3.5. Consider Approval of the Chico High School Roof Repair, Phase II – Bid Approval
- 9.3.6. Consider Approval of the California Clean Energy Act – Proposition 39 Chiller Replacement at Little Chico Creek Bid Approval
- 9.3.7. Consider Approval of the CTE Grant Reimbursement – CHS Addition to Williams Theater 2010

9.4. HUMAN RESOURCES

- 9.4.1. Consider Approval of Certificated Human Resources Actions
- 9.4.2. Consider Approval of Classified Human Resources Actions

10. DISCUSSION/ACTION CALENDAR

10.1. EDUCATIONAL SERVICES

- 10.1.1. **Information:** PVHS ACE-LIFE Mentor Program (David McKay)
- 10.1.2. **Information:** Progress Report for Elementary School Counseling Grant (Scott Lindstrom)

10.2. BUSINESS SERVICES

- 10.2.1. **Discussion/Action:** Final Updated CUSD Facilities Master Plan Update (Julie Kistle)
- 10.2.2. **Public Hearing/Discussion/Action:** Public Hearing and Information on the Evaluation Potential Acquisition; and a) Adoption of Resolution No. 1334-16 Resolution Evaluation Real Property in Accordance with School Site Selection Standards and Approving the Acquisition of Real Property (Julie Kistle)
- 10.2.3. **Discussion/Action:** Resolution No. 1334-16 Resolution Evaluation Real Property in Accordance with School Site Selection Standards and Approving the Acquisition of Real Property (Julie Kistle)
- 10.2.4. **Discussion/Action:** California Clean Energy Act – Proposition 39 Rooftop HVAC Package Unit Replacement at Various Sites – Bid Approval (Julie Kistle)
- 10.2.5. **Discussion/Action:** Possible New Bond for School Facilities (Kevin Bultema)
- 10.2.6. **Discussion/Action:** 2015-16 One-Time Discretionary Funds Update - PVHS HVAC Project (Kevin Bultema)
- 10.2.7. **Discussion/Action:** Resolution 1333-16 – Plan Summary for Section 125 Flexible Spending Plan (Kevin Bultema)
- 10.2.8. **Discussion/Action:** Measure E Citizens' Bond Oversight Committee Recommendations (Kevin Bultema)

10.3. HUMAN RESOURCES

- 10.3.1. **Discussion/Action:** Sunshine of Articles for Bargaining – CSEA (2016-17) (Jim Hanlon)
- 10.3.2. **Discussion/Action:** Declaration of Need for Fully Qualified Educators (Jim Hanlon)
- 10.3.3. **Discussion/Action:** Resolution 1335-16, Elimination of Classified Services and Ordering Layoffs in the Classified Service for the 2015-2016 School Year (Jim Hanlon)
- 10.3.4. **Discussion/Action:** Resolution 1336-16, Elimination of Classified Services and Ordering Layoffs in the Classified Service for the 2015-2016 School Year (Jim Hanlon)

10.4. BOARD

- 10.4.1. **Discussion/Action:** Change of Date for August 2016 Board Meeting (Kelly Staley)

11. ITEMS FROM THE FLOOR

12. ANNOUNCEMENTS

13. ADJOURNMENT

Eileen Robinson, President
Board of Education
Chico Unified School District

MINUTES

1. CALL TO ORDER

At 5:00 p.m. Board President Robinson called the meeting to order at Little Chico Creek Elementary School in the Multi-Purpose Room, 2090 Amanda Way and announced the Board was moving into Closed Session.

Present: Robinson, Kaiser, Loustale, Griffin, Hovey

Absent: None

1.1. Public comment on closed session items

There were no public comments 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. Public Employee Appointment

Per Government Code §54957

Title: Principal at BJHS

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

At 6:03 p.m. Board President Robinson called the meeting to order

3.2. Report Action Taken in Closed Session

Board President Robinson announced the Board had been in Closed Session and had voted 5:0 (Robinson, Kaiser, Loustale, Griffin, Hovey) to approve the appointment of Leonard Lopez as the new Bidwell Jr. High School Principal.

3.3. Flag Salute

At 6:05 p.m. Board President Robinson led the salute to the flag.

4. STUDENT REPORTS

At 6:06 p.m. Superintendent Staley introduced Loma Vista Principal Jeaner Kassel and Pleasant Valley High Teacher Bill Haley who were proud to let students Roger Kucich, Choua Lor, Manuel Carranza-Solano, and Sammia Allie El introduce themselves and present a PowerPoint and information on their Unity Garden Project.

At 6:15 p.m. Director Ted Sullivan presented information on California's Golden Ribbon Schools program and introduced Sierra View Principal Mele Benz to explain the steps taken for Sierra View to be designated as a Golden Ribbon School.

At 6:20 p.m. CHS Principal Mark Beebe and PVHS Teachers Matt Joiner and Michael Peck announced several CUSD students had won awards at the state Skills USA competition and introduced the following students, who presented information on the programs they participated in, the awards they had won, and what their plans for the future involved:

- **Welding:** Wyatt Brown, Michael Evans, Michael Maldonado, Dustin Leitheiser and Danile Schneider;
- **Engineering:** Alexandra Lockwood, Spencer Bracamoutes, and Sonia Anthoine; and
- **TV/Video Production:** Summer Soldano, Jarett Gillingwater, Nate Hopkins, Cameron Farrell, Earl Ruiz, and Will Marks.

CHS Principal Mark Beebe noted that CHS's WASC Review went well and he is proud of the school and staff.

MINUTES**5. SUPERINTENDENT'S REPORT AND RECOGNITION**

At 6:41 p.m. Superintendent Awards were presented to Marigold Teacher Shannon Krelle by Principal Shawneese Heath and to Pleasant Valley High School Art Teacher Reta Rickmers by Principal John Shepherd and student Ryann Woods. It was also shared that Reta had recently been honored by the 2016 National Art Education Association's Pacific Region as Secondary Art Educator of the Year.

At 6:49 p.m. Director Ted Sullivan presented information on the Pre-School Grant.

6. ANNOUNCEMENTS

At 6:53 p.m. Assistant Superintendent Jim Hanlon announced May 2 was School Bus Driver Appreciation Day and recognized CUSD bus drivers. Board Vice President Kaiser suggested the August 17 Board meeting should be moved to August 24 due to the closeness of the start of school. Board members unanimously agreed to bring the suggestion forward as a future agenda item for discussion and action. Assistant Superintendent Kevin Bultema announced proceeds from the Rotary Omelet Brunch being held on May 1 at the Chico Elks Lodge would be supporting the CUSD music department and encouraged attendance. Board Vice President Kaiser announced Superintendent Staley had been chosen by her peers to chair the 2017 Superintendents Symposium and noted what an honor that was.

7. ITEMS FROM THE FLOOR

At 6:55 p.m. There were no items from the floor.

8. REPORTS FROM EMPLOYEE GROUPS REGARDING NEGOTIATIONS

At 6:56 p.m. Assistant Superintendent Hanlon presented an update on negotiations with CUTA. CUTA President Kevin Moretti concurred and noted that MOUs will be posted on the CUTA website for members to view. CSEA Negotiations are scheduled to begin on May 2.

9. CONSENT CALENDAR

At 6:58 p.m. Board President Robinson asked if anyone would like to pull a Consent Item for further discussion. Board Member Griffin asked to pull Item 9.1.1.; Board Member Hovey asked to pull Item 9.2.2.; and Board Clerk Loustale asked to pull Item 9.2.4. Board Vice President Kaiser moved to approve the remaining Consent Items; seconded by Board Member Hovey.

9.1. GENERAL

9.1.1. This item was pulled for further discussion.

9.1.2. The Board Approved the Items Donated to the Chico Unified School District.

Donor	Item	Recipient
PG&E / Mike Mantini	\$90.00	Loma Vista
PG&E / Employee Giving	\$300.00	Citrus Elementary
JoAnn Fabrics	Craft Items @ \$1,698.34	Citrus Elementary
Pamela K. Wear	\$232.54	Citrus Elementary
Priscilla Montgomery	Various Supplies @ \$643.81	Citrus Elementary
PG&E / Tino Nava	\$247.00	Chico Jr. High
Melinda Vasquez	Art Books & Magazines @ \$150.00	Chico High
Connie Chrysler-Anderson	\$100.00	Pleasant Valley High
North Valley Community Foundation / PVHS	\$8,300.00	Pleasant Valley High
Terra Little	Glue Sticks @ \$8.50	Pleasant Valley High
Larry & Jennifer Whiteley	\$30.00	Pleasant Valley High
Melissa Kim-Hethcoat	\$30.00	Pleasant Valley High
Michael & Karen Evans	\$30.00	Pleasant Valley High
Eric & Erica German	\$30.00	Pleasant Valley High
Elias & Rania Dorghalli	\$30.00	Pleasant Valley High
Joann & Paul Erlendson	\$30.00	Pleasant Valley High

MINUTES

Anna & Daniel Loughman	\$30.00	Pleasant Valley High
Adel & Mountaha Mubaraka	\$30.00	Pleasant Valley High
Amie Flowers	\$30.00	Pleasant Valley High
Nick & Christine Kermen	\$25.00	Pleasant Valley High
Kristen Robinson	\$30.00	Pleasant Valley High
Kenneth Sordillo	\$30.00	Pleasant Valley High
Quijote Sport	\$2,800.00	Pleasant Valley High

9.2. EDUCATIONAL SERVICES

- 9.2.1. The Board Approved the Expulsion of Students with the following IDs: 66797, 85107
- 9.2.2. This item was pulled for further discussion.
- 9.2.3. The Board Approved the Field Trip Request for Pleasant Valley High English 10A students to Attend the Museum of Tolerance in Los Angeles from 05/13/16 to 05/14/16
- 9.2.4. This item was pulled for further discussion.
- 9.2.5. The Board Approved the Wildflower Charter Petition Material Change Enrollment Preferences
- 9.2.6. The Board Approved The Single Plans for Student Achievement

9.3. BUSINESS SERVICES

- 9.3.1. The Board Approved the Accounts Payable Warrants
- 9.3.2. The Board Approved the Independent Contractor Agreements

9.4. HUMAN RESOURCES**9.4.1. The Board Approved the Certificated Human Resources Actions**

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Comment</u>
<u>Leave Requests</u>			
Brown, M. Sharon	Elementary	8/16/16-6/07/17	0.2 FTE Child Care
Carlsen, Cynthia	Elementary	8/16/16-6/07/17	0.4 FTE Personal
Fitzstevens, Naomi	Elementary	5/03/16-6/02/16	1.0 FTE Child Care
Fitzstevens, Naomi	Elementary	8/16/16-6/07/17	0.4 FTE Child Care
Gagne, Michelle	Elementary	8/16/16-6/07/17	0.6 FTE Child Care
Glick, Melanie	Elementary	8/16/16-6/07/17	0.2 FTE Personal (STRS Reduced Workload)
Henry, Debbie	Elementary	8/16/16-6/07/17	0.2 FTE Personal (STRS Reduced Workload)
Niepoth, Andrea	Elementary	8/16/16-6/07/17	0.2 FTE Personal (STRS Reduced Workload)
Taylor, Jessica	Elementary	8/16/16-6/07/17	1.0 FTE Personal
<u>Retirements/Resignations</u>			
Thomas, Molly	Elementary	7/01/2016	Resignation of 0.2 FTE (remaining as a 0.8 FTE employee)

MINUTES

9.4.2. Consider Approval of Classified Human Resources Actions

ACTION NAME	CLASS/LOCATION/ASSIGNED HOURS	EFFECTIVE	COMMENTS
APPOINTMENT			
Anderson, Sarah	Health Assistant/ Chapman/4.0	4/4/2016	Vacated Position
Campbell, Kimberly	Campus Supervisor/ BJHS/2.0	4/4/2016	Vacated Position
Cuevas, Aften	LT Cafeteria Assistant/ Chapman/2.0	4/1/2016- 6/2/2016	During Absence of Incumbent
Kaur, Gurpreet	IPS-Classroom/MJHS/3.0	3/21/2016	Vacated Position
La Croix, Ashley	Sr Office Assistant/ CJHS/8.0	4/11/2016	Vacated Position
Lor, Teng	Impacted Language Liaison- Hmong/Citrus/1.4	3/29/2016	Vacated Position
Loughlin, Marisa	LT Cafeteria Assistant/ PVHS/4.0	4/1/2016- 6/2/2016	During Absence of Incumbent
Morris, John	Grounds Worker/M & O/4.0	3/18/2016	Vacated Position
Nava, Analy	Health Assistant/FVHS/3.4	4/5/2016	Vacated Position
Parker, Jamisson	Accountant/Business Office/8.0	3/14/2016	Vacated Position
Pisani, Debra	LT IPS-Classroom/Loma Vista/6.0	2/18/2016- 6/2/2016	During Absence of Incumbent
Portlock, Samantha	IPS-Classroom/Emma Wilson/3.5	3/21/2016	Vacated Position
Schreur, James	Custodian/BJHS/8.0	4/11/2016	Vacated Position
Stimac, Lorrie	Campus Supervisor/ BJHS/1.8	4/1/2016	Vacated Position
Wilson, Ruth	Parent Classroom Aide- Restr/Emma Wilson/3.9	4/4/2016	Vacated Position
PROMOTION			
Lopez, Danielle	Sr Office Assistant/PVHS/8.0	4/11/2016	Vacated Position
LEAVE OF ABSENCE			
Fisher, Jamie	IA-Bilingual/LCC/2.0	4/4/2016	Early Return
RESIGNATION/TERMINATION			
Baker, Lisa	Accounting Technician/ PVHS/8.0	4/15/2016	Voluntary Resignation
Caldera, Noeh	IA-Special Ed/CJHS/6.0	4/1/2016	Voluntary Resignation
Employee #14069		3/31/2016	Released During Probation
Thao, Chrissy	IA-Special Ed/CHS/5.0	4/1/2016	Voluntary Resignation
RESIGNED ONLY POSITION LISTED			
Campbell, Kimberly	Campus Supervisor/BJHS/1.8	4/3/2016	Increase in Hours
Lopez, Danielle	Sub Assignment Clerk- Receptionist/ Human Resources/5.0 & 3.0	4/10/2016	Promotion

(Consent Vote)

AYES: Robinson, Kaiser, Loustale, Griffin, Hovey

NOES: None

Absent: None

10. DISCUSSION/ACTION CALENDAR**ITEMS REMOVED FROM CONSENT FOR FURTHER DISCUSSION****9.1.1. Consider Approval of Minutes of Regular Session March 23, 2016, and Special Session on April 7, 2016**

Board Member Griffin pulled this item as she was absent from the April 7, 2016, meeting and was abstaining from the vote. Board Vice President Kaiser moved to approve the minutes; seconded by Board Clerk Loustale

AYES: Robinson, Kaiser, Loustale, Hovey

NOES: None

ABSTAIN: Griffin

9.2.2. Consider Approval of the Field Trip Request for Hooker Oak Elementary 6th Graders to See Plays and Visit Science Works Museum in Ashland, Oregon from 05/24/16 to 05/26/16

Board Vice President Kaiser noted she will be participating in this field trip, so was abstaining from the vote. Board Member Griffin moved to approve the field trip; seconded by Board Member Hovey.

AYES: Robinson, Loustale, Griffin, Hovey

NOES: None

ABSTAIN: Kaiser

9.2.4. Consider Approval of Three New Course Proposals for Junior High: STEM 1, Design and Modeling; STEM 2, Automation and Robotics; and STEM 3, Advanced Engineering

Board Clerk Loustale stated he pulled this item as he wanted to know if the junior high school teachers had collaborated with the high school teachers regarding articulation with the high school CTE courses. He suggested articulation plans should be written into all New Course Proposals. Board Vice President Kaiser agreed articulation was important, but thought it should be encouraged rather than mandated at this time. Board Clerk Loustale suggested it would help if more time was provided for teachers to collaborate. Assistant Superintendent Joanne Parsley said the district was in agreement and had scheduled four meetings with CTE this year for that purpose and had even included elementary schools in articulation discussions. Director David McKay said more time for teachers to collaborate will be scheduled this upcoming year. Superintendent Staley stated the four districtwide staff development days could easily be used for discussions on vertical articulation. Marsh Jr. High School Principal Jay Marchant and Chico Jr. High School Principal Pedro Caldera stated the Jr. Highs do realize the importance of working together across the district. Board Vice President Kaiser said she felt the Board had received commitment from administrative staff that professional development time will be provided and suggested a report be brought back to the Board next year regarding progress. Assistant Superintendent Joanne Parsley said Educational Services will formalize a plan. Board Vice President Kaiser moved to approve the three new course proposals; seconded by Board Member Griffin.

AYES: Robinson, Kaiser, Loustale, Griffin, Hovey

NOES: None

ABSENT: None

10.1. EDUCATIONAL SERVICES**10.1.1. Discussion/Action: Engineering Design Services – DROPS Grant**

At 7:22 p.m. Director John Bohannon presented an update on the Drought Response Outreach Programs for Schools (DROPS) Grant explaining that no funds have been received thus far, but the district would like to be ready when the funds do arrive, therefore, staff is asking to enter into a contract with Greg Melton,

of the Melton Design Group to perform the engineering services based on his expertise in landscape design and water resource experience. Board Vice President Kaiser suggested that staff consider using CUSD art students for production of any signage needed. Board Vice President Kaiser moved to authorize the Superintendent or designee to enter into the agreement with the Melton Design Group; seconded by Board Member Hovey.

AYES: Robinson, Kaiser, Loustale, Griffin, Hovey

NOES: None

ABSENT: None

10.2. BUSINESS SERVICES

10.2.1. Discussion/Action: Review of the Draft CUSD Facilities Master Plan Update

At 7:25 p.m. Director Julie Kistle thanked Phil Morgan and Justin Cooper for setting up the Board Meeting at Little Chico Creek before beginning her presentation. Director Kistle noted the final draft of the Facilities Master Plan (FMP) approved by the Board on April 15, 2014, recommended a periodic evaluation of enrollment projections, educational program changes, project cost estimates and implementation phases. In January, the District contracted with IEP2 to work with the Facilities Committee and assist with this evaluation and update of the FMP. She then introduced Tim Haley and Ellen Hooper who presented a PowerPoint of the information they had gathered and their recommended changes to the FMP. It was noted that if the Board approved the recommendations, IEP2 would come back with a final implementation plan at a future meeting. Board Vice President Kaiser moved to approve the recommendations; seconded by Board Clerk Loustale.

AYES: Robinson, Kaiser, Loustale, Griffin, Hovey

NOES: None

ABSENT: None

10.2.2. Discussion/Action: Activate Child Development Fund – Fund 12 CUSD, (3407) Butte County Treasury

At 8:00 p.m. Assistant Superintendent Kevin Bultema provided information on the need to reactivate the Child Development Fund at the County Treasury due to the award of the California State Preschool Program Expansion funds. Board Member Hovey moved to reactivate the Child Development Fund (3407) at the County Treasury and authorize the use of Fund 12 in the CUSD financial statements; seconded by Board Clerk Loustale.

AYES: Robinson, Kaiser, Loustale, Griffin, Hovey

NOES: None

ABSENT: None

10.2.3. Discussion/Action: Approval of Contract – Bond Financial Advisory Services

At 8:01 p.m. Assistant Superintendent Kevin Bultema explained CUSD had entered into a contract with PFM for financial advising services, but in January 2016, CUSD was informed one of the PFM team members had left their firm. The Financial Advisor Interview Committee reconvened to discuss options regarding staffing changes and their recommendation was to continue working with Makiko Sato, now with Isom Advisors. The contract with PFM was terminated with no fiscal obligation from CUSD. The contract with Isom Advisors is for the same limited services of financial advising services only and is the same fee as the PFM contract. Board Vice President Kaiser moved to approve the contract with Isom Advisors; seconded by Board Clerk Loustale.

AYES: Robinson, Kaiser, Loustale, Griffin, Hovey

NOES: None

ABSENT: None

10.2.4. Discussion/Action: Measure E Citizens' Bond Oversight Committee Recommendations

At 8:03 p.m. Assistant Superintendent Kevin Bultema explained per Education Code the Citizens' Bond Oversight Committee should consist of at least seven members to serve a two year term. Currently, the Oversight Committee has five members with two members' terms nearly completed. District staff have made numerous attempts to recruit new members. To date, two applications have been received. The applicants applying are: Katie Simmons, President & CEO of the Chico Chamber of Commerce and Randy Salado, retired CUSD Director of Maintenance and Operations and Transportation. Board Vice President Kaiser moved to approve the applications; seconded by Board Member Griffin.

AYES: Robinson, Kaiser, Loustale, Griffin, Hovey

NOES: None

ABSENT: None

10.2.5. Discussion/Action: 2015-16 One-Time Discretionary Funds Update

At 8:05 p.m. Assistant Superintendent Kevin Bultema provided an update on current spending of the 2015-16 one-time discretionary funds in the amount of \$5.8 million dollars. He explained the installation costs of new air conditioning units at the high schools will be substantially higher than estimated when the spending plan was approved. He presented options for the Board's review. Board Vice President Kaiser made a motion to empower Assistant Superintendent Bultema and Director Julie Kistle to plan (fiscally and structurally) for: air conditioning for one gym at PVHS; and formulate a timeline - with the expectation that planning for Chico High School would follow. The motion was seconded by Board Clerk Loustale. Board Member Hovey made a friendly amendment that if in the planning there is no money to do all three gyms, that those not covered will get added/placed in the Facilities Master Plan. Board Vice President Kaiser accepted the friendly amendment. Superintendent Staley suggested that if it was both fiscally feasible and cost effective that both gyms at PVHS be fixed at the same time, it should be reviewed. Board President Robinson asked if there were comments from the public. PVHS Sports Boosters President thanked the Board for working to improve the school facilities.

AYES: Robinson, Kaiser, Loustale, Griffin, Hovey

NOES: None

ABSENT: None

10.3. HUMAN RESOURCES**10.3.1. Discussion/Action: Resolution 1329-16, Elimination of Classified Services and Ordering Layoffs in the Classified Service for the 2015-2016 School Year**

At 8:44 p.m. Assistant Superintendent Jim Hanlon provided information on Resolution 1329-16. Board Vice President Kaiser moved to approve Resolution 1329-16; seconded by Board Clerk Loustale.

AYES: Robinson, Kaiser, Loustale, Griffin, Hovey

NOES: None

ABSENT: None

10.3.2. Discussion/Action: Resolution 1330-16, Elimination of Classified Services and Ordering Layoffs in the Classified Service for the 2015-2016 School Year

At 8:45 p.m. Assistant Superintendent Jim Hanlon provided information on Resolution 1330-16. Board Vice President Kaiser moved to approve Resolution 1330-16; seconded by Board Clerk Loustale.

AYES: Robinson, Kaiser, Loustale, Griffin, Hovey

NOES: None

ABSENT: None

MINUTES

10.3.3. Discussion/Action: Resolution 1331-16, Classified School Employee Week

At 8:46 p.m. Assistant Superintendent Jim Hanlon read Resolution 1331-16 aloud. Board Vice President Kaiser moved to approve Resolution 1331-16; seconded by Board Member Griffin.

AYES: Robinson, Kaiser, Loustale, Griffin, Hovey

NOES: None

ABSENT: None

10.3.4. Discussion/Action: Resolution 1332-16 - Teacher Appreciation Day

At 8:47 p.m. Assistant Superintendent Jim Hanlon read Resolution 1332-16 aloud. Board Member Griffin moved to approve Resolution 1332-16; seconded by Board Clerk Loustale.

AYES: Robinson, Kaiser, Loustale, Griffin, Hovey

NOES: None

ABSENT: None

11. ITEMS FROM THE FLOOR

At 8:48 p.m. There were no items from the floor.

12. ANNOUNCEMENTS

At 8:49 p.m. Board Clerk Loustale shared that he thought the Kindergarten commercials were well done. Assistant Superintendent Jim Hanlon announced both Chico High and Pleasant Valley High had received a "Silver" rating in the U.S. News and World Education Report once again.

13. ADJOURNMENT

At 8:50 p.m. Board President Robinson adjourned the meeting.

:mm

APPROVED:

Board of Education

Administration

MINUTES**1. CALL TO ORDER**

At 5:01 p.m. Board President Robinson called the meeting to order at the Chico Unified District Office in the Large Conference Room at 1163 East Seventh St.

Present: Robinson, Kaiser (arrived at 5:07 p.m.), Loustale, Griffin, Hovey

Absent: None

2. DISCUSSION/ACTION CALENDAR**2.1. EDUCATIONAL SERVICES****2.1.1. Information: Special Education Update**

At 5:03 p.m. Director Eric Snedeker thanked Board President Robinson and Board Member Griffin for their guidance regarding tonight's presentation. Director Eric Snedeker and Coordinator Diane Olsen presented a PowerPoint entitled "Special Education and Roads to College, Career and Adult Living". Director Eric Snedeker introduced Loma Vista Principal Jeaner Kassel; Chico High School Resource Specialist Teacher David Teja; Pleasant Valley High School Special Education Mild/Moderate Special Day Class Teacher Gayle Olsen, and Pleasant Valley High School Special Education Severely Handicapped/Adult Program Teacher Bill Haley. Each teacher introduced a student who is or has been in CUSD programs: Kong Xiong is a Pleasant Valley High School Senior, currently in workability placement at Jack in the Box with a job offer for the summer. He will be graduating with a diploma in June 2017; Alex Wolk graduated PVHS, is attending CSU, Chico, and works at the Little Red Hen in Accounting; Kyle Keane graduated Chico High School, Butte College Fire Sciences and Completed Santa Rosa Fire Academy and is now attending the EMT program. The students answered six panel questions regarding: 1) what they are doing now and what they envision themselves doing five years from now; 2) Supports available at the college level; 3) People who were positive influences during public school experience, and activities that they participated in that helped them be successful in high school; 4) their biggest struggles/obstacles faced in high school; 5) kinds of classes taken in high school; and 6) what schools they attended in CUSD.

At 5:56 p.m. Each teacher presented information on their programs and how the programs helped prepare students for transitioning to college, career and adult living.

At 6:22 p.m. Director Eric Snedeker presented a closing statement and the Board thanked the presenters for the information they provided and congratulated the students on their success.

3. CONSENT CALENDAR

At 6: 41 p.m. Board President Robinson asked if anyone would like to pull a Consent Item for further discussion. Board Vice President Kaiser pulled Item 3.1.3. Board Member Griffin moved to approve the remaining Consent Items; seconded by Board Clerk Loustale.

3.1. EDUCATIONAL SERVICES

3.1.1. The Board approved the Expulsion of Students with the following IDs: 55592, 61732, 65644, 66749, 67812

3.1.2. The Board approved the Expulsion Clearance of Student with the following ID: 58154

3.1.3. This item was pulled for further discussion.

3.2. BUSINESS SERVICES

3.2.1. The Board approved the Independent Contractor Agreements

3.2.2. The Board approved the Agreement for Bond Counsel Services

ITEMS REMOVED FROM CONSENT FOR FURTHER DISCUSSION**3.1.3. Consider Approval of Emma Wilson Elementary – School Wide Plan**

At 6:42 p.m. Board Vice President Kaiser stated she pulled this item because she was concerned with the test results of Math in particular, but English also, showing

MINUTES

a majority of students moving further away from the expected standards as they progressed through school. She hopes the school has a strong plan in place to change this trajectory. Director John Bohannon explained Emma Wilson teachers have been collaborating and will be able to go further as they can use funds for all students. He also noted that teachers are working with the Jr. High schools for the movement of the sixth graders into accelerated classes. Board Vice President Kaiser moved to approve the school wide plan; seconded by Board Clerk Loustale.

AYES: Robinson, Kaiser, Loustale, Griffin, Hovey

NOES: None

4. **CLOSED SESSION**

At 6:53 p.m. Board President Robinson adjourned the Open Session and announced the Board was moving into Closed Session.

4.1. **Public comment on closed session items**

There were no public comments on closed session items

4.2. **Update on Labor Negotiations**

Employee Organizations:

Representatives:

CUTA

CSEA, Chapter #110

Kelly Staley, Superintendent

Jim Hanlon, Asst. Superintendent

Joanne Parslèy, Asst. Superintendent

Kevin Bultema, Asst. Superintendent

4.3. **Conference with Legal Counsel – Anticipated Litigation**

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

4.4. **Public Employee Discipline/ Dismissal/Release**

Per Government Code §54957

4.5. **Conference with Real Property Negotiators**

Per Government Code §54956.8

APN # 005-570-014-0000

Price and Terms of Payment

Agency's Negotiator: Kevin Bultema

5. **RECONVENE TO REGULAR SESSION**

5.1. **Call to Order**

At 7:48 p.m. Board President Robinson called the meeting back to order.

5.2. **Report Action Taken in Closed Session**

At 7:49 p.m. Board President Robinson announced the Board had been in Closed Session and had nothing to report.

6. **ADJOURNMENT**

At 7:50 p.m. Board President Robinson adjourned the meeting.

mm

APPROVED:

Board of Education

Administration

DONATIONS/GIFTS

Donor	Item	Recipient
Brad Jacobson, Farmers Insurance	\$100.00	Chapman Elementary
David Galler	5 Bike Helmets @ \$120.00	Chapman Elementary
Jan Knecht	Ibico-Comb Book Binder @ \$150.00	Citrus Elementary
Emma Wilson PTSA	\$228.00	Emma Wilson Elementary
Wells Fargo Community Support		
Campaign / David Shepler	\$105.00	Marsh Jr. High
Thomas & Nancy Masterson	Backpack @ \$65.00	Marsh Jr. High
Bruce Dillman	Stained Glass Sheets @ \$650.00	Chico High
Elizabeth Devereaux	Stained Glass @ \$1,000.00	Chico High
Ashley & Erik Acherstein	\$300.00	Fair View High

AGENDA ITEM: Field Trip Request for FHA-HERO State Officer Training and Travel

Prepared by: Priscilla Burns

☒ Consent

Board Date May 18, 2016

☐ Information Only

☐ Discussion/Action

Background Information

On April 19 a State Officer for FCCLA was elected from Pleasant Valley High School. The following list of training, travel and leadership events will be the responsibility of the student, parent and advisor. Some of these events will involve just the state advisor and student, teacher and student while others will involve just the student and parent.

This is the first State officer for FCCLA that PVHS has had in 10 years. We are excited that Anne Gebicke will represent this school, this county and this state.

Educational Implications

Student will have responsibilities to proactively work with all teachers to "get work" in advance and stay current in all courses. Priscilla Burns will facilitate this with information to Anne's teachers and coaches as appropriate. This leadership opportunity is an extremely positive experience and will be rewarding for not only the state officer, but all the chapter members and department. She will make an excellent and enthusiastic role model.

Fiscal Implications

The vast majority of expenses are paid for by the FCCLA state association. The chapter will assume an estimated \$200 of other expenses and Perkins funding will assume some travel costs for Priscilla Burns to accompany student or provide transportation.

Please complete this form for All ASB field trips, camps, & conferences whether or not there are any expenses incurred. Please complete fill-in form on your personal computer before printing and submit to Lance Brogden or Pam Jackson.

CHICO UNIFIED SCHOOL DISTRICT

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

9.2.2.

Page 2 of 3

FIELD TRIP REQUEST

TO: CUSD Board of Education

Date: 04/26/16

FROM: Priscilla Burns

School/Dept.: PVHS/HECT/FCCLA

SUBJECT: Field Trip Request

Request is for Anne Gebicke/State Officer for FCCLA

(grade/class/group)

Destination: See attached list of dates

Activity: State Officer Responsibilities

from 05/17/16

/

to 6/1/17

/

(dates) / (times)

(dates) / (times)

Rationale for Trip: Anne Gebicke will be completing state officer duties as prescribed in the officer contract. The attach list is coordinated by the state advisor, a CDE supervisor that assists the state officer team with training and implementation of the FCCLA yearly objectives.

Number of Students Attending: 1 Teachers Attending: 1 Parents Attending: 1

Student/Adult Ratio: 1:1

Transportation: Private Cars x CUSD Bus Charter Bus Name
Other: x (air or rail) Transportation provided by parent or CDE

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

ESTIMATED EXPENSES:

Fees \$ Substitute Costs \$ 100 Meals \$

Lodging \$ Transportation \$ Other Costs \$

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

Name Perkins Acct. #: 01-3550-0-3815-10000202020 \$ 100

Name CDE (state) Acct. #: All other expenses \$

Requesting Party

04/27/16

Date

Site Principal

4/29/16

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

5/1/16

Date



Recommend



Not Recommended



Approved



Not Approved

Board Action

Date



April 1, 2016

Max and Melissa Gebicke
5336 Cabernet Way
Forest Ranch, CA 95942

Dear Mr. and Mrs. Gebicke:

We are pleased Anne Gebicke is an applicant for State Officer Candidate in FHA-HERO: The California Affiliate of FCCLA. The Career Technical Student Organization, FHA-HERO, is the leadership and career development co-curricular component of Home Economics Careers and Technology (HECT) education in California. This memo will provide you with additional information about the responsibilities and expectations of an FHA-HERO State Officer.

If elected as an officer in FHA-HERO, your student will have a unique opportunity to develop personal, leadership and career skills that will be an asset to their future. State Officers represent more than 4,000 FHA-HERO members and more than 130,000 students annually enrolled in HECT programs in California. They serve as role models for other students and are expected to possess the qualities of responsibility, honesty, integrity, creativity, dedication, and a positive attitude. In addition, State Officers are expected to look, dress, and conduct themselves in a business-like and professional manner. Serving as an officer takes a commitment level of 100 percent and a willingness to "go the extra mile." An effective officer needs the total support of their family, FHA-HERO chapter, advisor, and school.

State Officers are expected to travel during the year to receive training and to represent the organization. Travel already scheduled for the 2016–2017 school year includes the following:

May 17–20, 2016	State Officers Training and Planning Sessions, Sacramento, CA
June 7–10, 2016	State Officers Training and Planning Sessions, Sacramento, CA
June 23–25, 2016	HECT Leadership and Management Conference, Garden Grove, CA
July 3–7, 2016	National Leadership Conference, San Diego, CA (optional)
July 23–29, 2016	Region Officers Training Conference, Fresno, CA
October 2016; TBD	Region Fall Meetings, TBD
November 8–11, 2016	State Officers Planning Meeting and Executive Council Meeting, Sacramento, CA
February 2017, TBD	Region Spring Meetings, TBD
March 7–10, 2017	State Officers Meeting and State Executive Council, Sacramento, CA
April 5–11, 2017	State Leadership Meeting, Riverside, CA

Travel and lodging expenses are paid for by FHA-HERO: The California Affiliate of FCCLA. During travel, officers will need to pay for meals and other approved expenses. After travel, it is the officer's responsibility to submit claims for reimbursement to the Financial Services Office.

AGENDA ITEM: Field Trip Request for FHA-HERO National Leadership Conference

Prepared by: Priscilla Burns

☒ Consent

Board Date May 18, 2016

☐ Information Only

☐ Discussion/Action

Background Information

National leadership meeting for FCCLA is held once a year. This year it is in San Diego July 3-7, 2016. Yes, it is over 4th of July!

Anne Gebicke, state officer, Priscilla Burns and 2 chapter members are planning to attend. 2 awards will be received and the state officer will be sitting on several committees and leadership training.

The California based chapters have been asked to help with several of the workshops since California is the host state. Over 8,000 FCCLA members are expected to attend and there will be opportunities for many professional and pre-professional workshops and leadership trainings.

Educational Implications

During summer! Educational enrichment!

Amazing opportunities for staff and students to network, seek awards, conduct workshops and engage in leadership, service and career building activities.

Fiscal Implications

Perkins, incentive grant and FCCLA treasury at PVHS (formerly FHA-HERO).

Please complete this form for All ASB field trips, camps, & conferences whether or not there are any expenses incurred. Please complete fill-in form on your personal computer before printing and submit to Lance Brogden or Pam Jackson.

CHICO UNIFIED SCHOOL DISTRICT
1163 East Seventh Street
Chico, CA 95928-5999
(530) 891-3000

9.2.3.
Page 2 of 2

FIELD TRIP REQUEST

TO: CUSD Board of Education

Date: 04/25/16

FROM: Priscilla Burns

School/Dept.: PVHS/CTSO (FCCLA)

SUBJECT: Field Trip Request

Request is for FCCLA (Formerly FHA-HERO)

(grade/class/group)

Destination: San Diego

Activity: National Convention

from 07/03/16

(dates) / (times)

to 7/7/16

(dates) / (times)

Rationale for Trip: Career and leadership development. Awards, contests and workshops. Network with 8000 students from all over the nation. State hosting since it its California

Number of Students Attending: 3 Teachers Attending: 1 Parents Attending: _____

Student/Adult Ratio: _____

Transportation: Private Cars _____ CUSD Bus _____ Charter Bus Name _____
Other: air

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

ESTIMATED EXPENSES:

Fees \$ 1,400 Substitute Costs \$ 0 Meals \$ 400

Lodging \$ 1,000 Transportation \$ 1,200 Other Costs \$ _____

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

Name Perkins or CTE incentive Acct. #: 01-3550-0-3815-1000-020-2220 \$ 2,000

Name FCCLA/FHA-HERO Acct. #: _____ \$ 2,000

 Requesting Party	<u>4/26/16</u> Date	<input checked="" type="checkbox"/> Approve/Minor or Recommend/Major (If transporting by bus or Charter)	<input type="checkbox"/> Do not Approve/Minor or Not Recommended/Major
 Site Principal	<u>4/28/16</u> Date		
<u>n/a</u> Director of Transportation	_____ Date		
IF MAJOR FIELD TRIP			
 Director of Educational Services	<u>5/2/16</u> Date	<input checked="" type="checkbox"/> Recommend	<input type="checkbox"/> Not Recommended
_____ Board Action	_____ Date	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved

AGENDA ITEM: Obsolete Textbooks

Prepared by: Ted Sullivan, Director

☒ Consent

Board Date May 18, 2016

☐ Information Only

☐ Discussion/Action

Background Information

Each year schools have an opportunity to compile a list of unused/old instructional materials to offer to other schools within our district. If there are no requests for the books, the lists then go to the Board to be declared "obsolete." The obsolete books are then offered for sale to Follett Used Books (in bulk) as well as local private and charter schools.

Educational Implications

Monies received will be used to buy new textbooks for our students.

Fiscal Implications

Any monies received from the sale of these books will be deposited into the district textbook account.

CHICO UNIFIED SCHOOL DISTRICT
1163 East Seventh Street
Chico, California 95928-5999
(530) 891-3000 ext. 137

NOTICE OF INSTRUCTIONAL MATERIALS DECLARED OLD OR OBSOLETE

CHS
(School)

4/14/2016
(Date)

Number of Teacher's Editions	Number of Pupil's Editions	Title	Grade Level	Copyright Date	Condition
	300	CPM Geometry Conns., Vol.1		2007	Poor/unusable
	400	CPM Geometry Conns., Vol.2		2007	Poor
	100	CPM Geometry Conns., Vers.3.1		2007	Fair-good
	93	Antigone		1993	good
	73	Fahrenheit 451		1979	poor
	62	Ender's Game		2002	poor
	137	Three Cups of Tea		2006	excellent
	331	To Kill a Mockingbird		1982	poor
	364	Of Mice and Men		1965	poor
	40	Four Tragedies: Wm.Shakespeare		1948	good
	106	Barron's SAT Review		2005	good
	19	Eight Great Tragedies		1957	good
	16	Sophocles (Roche translation)		1991	good
	51	East of Eden		1952	poor
	38	Yellow Raft in Blue Water		1997	good
	8	Nineteen Eighty Four		1984	poor
	41	American Short Story		1980	good
	20	Macbeth		1991	poor
	48	Night		2006	poor
	16	To Kill a Mockingbird, The Screenplay		1994	good
	28	Famous American Plays of the 70's		1981	good
	20	The Adventures of Huckleberry Finn		1981	poor
	38	A Separate Peace		1959	poor
	133	The Wave		1981	good
	17	Audition		1978	poor
	39	Four Contemporary Plays		1961	good

CHS
(School)

4/14/2016
(Date)

[illegible]

(Principal's Signature)

Fair View

4/13/16

(School)

(Date)

[illegible]

(Principal's Signature)

Please use additional pages if necessary. The list should be neat and in proper format, ready for inclusion in the Board Agenda.

NOTICE OF INSTRUCTIONAL MATERIALS DECLARED OLD OR OBSOLETE

4-12-16
(Date)

[illegible]

R. Pazman
(Principal's Signature)

Please use additional pages if necessary. **The list should be neat and in proper format, ready for inclusion in the Board Agenda.**

CHICO UNIFIED SCHOOL DISTRICT
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Chico, California 959285999
(530) 8913000 ext. 137

NOTICE OF INSTRUCTIONAL MATERIALS DECLARED OLD OR OBSOLETE

(School) Bidwell JHS

(Date) 4/15/16

[illegible]

(Principal's Signature)

Jude Roth 4-15-16

(School) Marsh Junior High School (Date) 4/14/16

[illegible]

Chapman Elementary School
(School)

[illegible]

Erica Sheridan
(Principal's Signature)

NOTICE OF INSTRUCTIONAL MATERIALS DECLARED OLD OR OBSOLETE

04/15/2016
(Date)

[illegible]

Rachel Kratz
(Principal's Signature)

Please use additional pages if necessary. The list should be neat and in proper format, ready for inclusion in the Board Agenda.

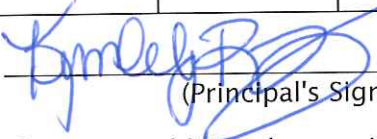
NOTICE OF INSTRUCTIONAL MATERIALS DECLARED OLD OR OBSOLETE

Emma Wilson
 (School)

4/14/16
 (Date)

Number of Teacher's Editions	Number of Pupil's Editions	CA Treasures Title	Grade Level	Copyright Date	Condition
	103	Textbook	6		Good
	230	Practice Book	6		New
	162	Wonders Reader	6		Good
	72	Unit Assessment Book	6		New
	40	Language Development Practice	6		New
5		Teacher Unit 1	6		Good
3		Teacher Unit 2	6		Good
3		Teacher Unit 3	6		Good
2		Teacher Unit 4	6		Good
2		Teacher Unit 5	6		Good
2		Teacher Unit 6	6		Good
4		Visual Vocabulary Resource	6		Good
4		Beyond Reporducibles	6		Good
3		Approaching Reporducibles	6		Good
4		Home School Connection	6		Good
2		CCSS-Teacher Resource	6		Good
3		ELD teachers Edition	6		Good
3		EL Resource Book	6		Good
2		Progress Monitoring Assessment	6		Good
2		Language Development Annotated	6		Good
3		Resource Annotated	6		Good
3		Diagnostic Assessment	6		Good
2		Teachers Resource	6		Good
2		Practice Book Annotated	6		Good

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(Principal's Signature)

Please use additional pages if necessary. **The list should be neat and in proper format, ready for inclusion in the Board Agenda.**


(Principal's Signature)

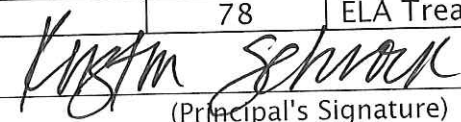
Please use additional pages if necessary. **The list should be neat and in proper format, ready for inclusion in the Board Agenda.**

NOTICE OF INSTRUCTIONAL MATERIALS DECLARED OLD OR OBSOLETE

Little Chico Creek Elementary
(School)

4/12/16
(Date)

Number of Teacher's Editions	Number of Pupil's Editions	Title	Grade Level	Copyright Date	Condition
	45	Everyday Math Reference Book	K	2008	Fair
3		Everyday Math	K	2008	Fair
3		Everyday Math	1	2008	Fair
	144	Everyday Math Home Links	1	2008	Fair
	100	Everyday Math Journal Vol 2	1	2008	Fair
	22	Everyday Math Volume 1 & 2	1	2008	New
2		Everyday Math	2	2008	Fair
	62	Everyday Math Study Links	2	2008	Fair
	10	Everyday Math Journal Vol 1	2	2008	Fair
	54	Everyday Math Journal Vol 2	2	2008	Fair
	184	Everyday Math My Reference Book	2	2008	Fair
	20	Everyday Math My Reference Book	2	2007	Fair
	4	Everyday Math Journal Vol 1 & 2	2	2008	New
3		Everyday Math	3	2008	Fair
	10	Everyday Math Home Links	3	2007	Fair
	100	Everyday Math Home Links	3	2008	Fair
	93	Everyday Math Journal Vol 2	3	2008	Fair
	80	Everyday Math Reference Book	3	2008	Fair
	92	Bellwork Math	3		Old
4		Everyday Math	4	2008	Fair
	98	Everyday Math Study Links	4	2007	Fair
	24	Everyday Math Journal Vol 1	4	2008	Fair
	49	Everyday Math Journal Vol 2	4	2008	Fair
	90	Everyday Math Reference Book	4	2008	Fair
	29	Everyday Math Journal Vol 1 & 2	4	2008	New
3		Everyday Math	5	2008	Fair
	74	Everyday Math Reference Books	5	2008	Fair
	21	Everyday Math Journal Volume 1	5	2008	Fair
	105	Everyday Math Journal Volume 2	5	2008	Fair
	51	Everyday Math Journal Vol 1 & 2	5	2008	New
	126	Everyday Math Study Links	5	2008	Fair
2		Everyday Math	5	2008	Fair
	80	Everyday Math Journal Volume 2	5	2008	Fair
	31	Everyday Math Reference Book	5	2008	Fair
	1	Everyday Math Study Links	5	2007	Fair
	32	Focus on Earth (examination copies)		2007	Fair
	32	Focus on Earth Practice Books		2007	Fair/New
	1	California Math	7	2008	New
	78	ELA Treasures	6	2008	Fair


(Principal's Signature)

John McManus

4-16-16

(Date)

[illegible]

Kristine Kline
(Principal's Signature)

Please use additional pages if necessary. The list should be neat and in proper format, ready for inclusion in the Board Agenda.

Marigold
(School)

April 12, 2016
(Date)

[illegible]

Shanmugam Health
(Principal's Signature)

Please use additional pages if necessary. **The list should be neat and in proper format, ready for inclusion in the Board Agenda.**

Neal Dow 210
(School)

[illegible]

Please use additional pages if necessary. **The list should be neat and in proper format, ready for inclusion in the Board Agenda.**

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NOTICE OF INSTRUCTIONAL MATERIALS DECLARED OLD OR OBSOLETE

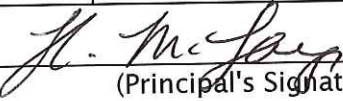
Parkview Elementary
(School)

April 12, 2016

(Date)

Number of Teacher's Editions	Number of Pupil's Editions	Title	Grade Level	Copyright Date	Condition
	100	Jr. Great Books	5	1993	Good
	100	Jr. Great Books	6	1993	Good
1	100	Jr. Great Books	4	1993	Good
3		Write Source	3-5		
	400	Reflections - CD Roms	K-6		Good
1	30	Scholastic Literacy Place	3		
	10	Earth Science			Good
2		Treasures TE Volume 1	6	2013	Good
2		Treasures TE Volume 2	6	2013	Good
2		Treasures TE Volume 3	6	2013	Good
2		Treasures TE Volume 4	6	2013	Good
2		Treasures TE Volume 5	6	2013	Good
2		Treasures TE Volume 6	6	2013	Good
2		Treasures Practice Reader Collection - Approaching	6	2013	Good
2		Treasures Practice Reader Collection - On Level	6	2013	Good
2		Treasures Practice Reader Collection - Beyond	6	2013	Good
2		Treasures Practice Reader Collection - EL	6	2013	Good
2		Treasures Flipcharts Package	6	2013	Good
2		Treasures TeacherWorks Plus CD-ROM	6	2013	Good
2		Treasures Small Group Management Chart	6	2013	Good
2		Treasures Small Group Management Guide	6	2013	Good
2		Treasures Assessment Handbook: Summative	6	2013	Good
2		Treasures Assessment Handbook: Progress Monitoring	6	2013	Good
2		Treasures California ExamView CD-ROM	6	2013	Good
2		Treasures California ELD Retelling Cards	6	2013	Good
2		Treasures California Vocabulary Cards	6	2013	Good
	61	Treasures Student Edition	6	2013	Good
	8	Treasures Mini Reader Boxes	6	2013	Good

	61	Treasures Wonders Content Readers	6	2013	Good
2		Everyday Math TE Volume 1	6	2008	Good
2		Everyday Math TE Volume 2	6	2008	Good
2		Everyday Math Reference Manual	6	2008	Good
	65	Everyday Math Student Reference Books	6	2008	Good


(Principal's Signature)

Please use additional pages if necessary. **The list should be neat and in proper format, ready for inclusion in the Board Agenda.**

NOTICE OF INSTRUCTIONAL MATERIALS DECLARED OLD OR OBSOLETE

4/20/16
(Date)

[illegible]

Jan Betten Court
(Principal's Signature)

Please use additional pages if necessary. **The list should be neat and in proper format, ready for inclusion in the Board Agenda.**

CHICO UNIFIED SCHOOL DISTRICT
1163 East Seventh Street
Chico, California 95928-5999
(530) 891-3000 ext. 137

NOTICE OF INSTRUCTIONAL MATERIALS DECLARED OLD OR OBSOLETE

SHASTA
(School)

04/14/2016
(Date)

[illegible]

(Principal's Signature)

Please use additional pages if necessary. The list should be neat and in proper format, ready for inclusion in the Board Agenda.

CHICO UNIFIED SCHOOL DISTRICT
1163 East Seventh Street
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9.2.4.
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NOTICE OF INSTRUCTIONAL MATERIALS DECLARED OLD OR OBSOLETE

Sierra View
(School)

April 14, 2016
(Date)

Number of Teacher's Editions	Number of Pupil's Editions	Title	Grade Level	Copyright Date	Condition
0	20	D'Aulaires" Book of Greek Myths	6	1962	Fair
0	30	Pyramid	6	1975	Good
0	35	Ancient World - Adventures in Time and Place	6	2000	Good
4	136	CA Treasures	6	2010	Good
0	90	CA Treasures Grammar and Writing	6		Good
0	134	Wonders	6		Good
0	60	Practice Books	6		New
0	58	Common Core State Standards Write-in Literacy Vol. 1	6		New
0	58	Common Core State Standards Write-in Literacy Vol. 2	6		New
	3 class sets	Leveled Readers	6		Good


(Principal's Signature)

AGENDA ITEM: Approval of 2016-2017 CIF Representatives to League

Prepared by: Mark Beebe and John Shepherd, Principals

☒ Consent

Board Date May 18, 2016

☐ Information Only

☐ Discussion/Action

Background Information

The California Interscholastic Federation (CIF) requires the School District/Governing Board to appoint individuals to serve for the 2015-2016 school year as the school's league representatives.

Educational Implications

n/a

Fiscal Implications

n/a

2016-2017 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 29, 2016.**

Chico Unified School District/Governing Board at its May 18, 2016 meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2016-2017 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES


NAME OF SCHOOL Chico High School
NAME OF REPRESENTATIVE Mark Beebe POSITION Principal
ADDRESS 901 Esplanade CITY Chico ZIP 95926
PHONE 530-891-3027 FAX _____ E-MAIL mark.beebe@chicousd.org

NAME OF SCHOOL Chico High School
NAME OF REPRESENTATIVE Reg Govan POSITION Asst. Principal
ADDRESS 901 Esplanade CITY Chico ZIP 95926
PHONE 530-891-3027 FAX _____ E-MAIL rgovan@chicousd.org

NAME OF SCHOOL Chico High School
NAME OF REPRESENTATIVE Chip Carton POSITION Athletic Director
ADDRESS 901 Esplanade CITY Chico ZIP 95926
PHONE 530-891-3026 FAX _____ E-MAIL ccarton@chicousd.org

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Kelly Staley Signature 
Address 1163 East 7th St. City Chico Zip 95928
Phone 530-891-3000, ext. 149 Fax _____

PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.

2016-2017 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 29, 2016.**

Chico Unified School District/Governing Board at its May 18, 2016 meeting,
(Name of school district/governing board) (Date)
appointed the following individual(s) to serve for the 2016-2017 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES


NAME OF SCHOOL Pleasant Valley High
NAME OF REPRESENTATIVE John Shepherd POSITION Principal
ADDRESS 1475 East Ave. CITY Chico ZIP 95928
PHONE (530) 891-3050 FAX E-MAIL jshepherd@chicousd.org

NAME OF SCHOOL Pleasant Valley High
NAME OF REPRESENTATIVE Pam Jackson POSITION Athletic Director
ADDRESS 1475 East Ave. CITY Chico ZIP 95928
PHONE (530) 891-3050 FAX E-MAIL pjackson@chicousd.org

NAME OF SCHOOL Pleasant Valley High
NAME OF REPRESENTATIVE Damon Whittaker POSITION Asst. Principal
ADDRESS 1475 East Ave. CITY Chico ZIP 95928
PHONE (530) 891-3050 FAX E-MAIL dwhittaker@chicousd.org

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Kelly Staley Signature 
Address 1163 East 7th St. City Chico Zip 95928
Phone 530-891-3000, ext. 149 Fax n/a

**PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.**

AGENDA ITEM: Butte-Glenn Career Pathways Consortium Expansion Sub
Agreements

Prepared by: John Bohannon, Director

☒ Consent

Board Date May 18, 2016

☐ Information Only

☐ Discussion/Action

Background Information

In May 2015 Chico Unified was awarded a California Career Pathways Trust grant for the Butte-Glenn Career Pathways Consortium-Expansion application.

There were several other educational entities across Butte and Glenn Counties written into the grant. Each entity has entered into a sub agreement with Chico Unified reflecting the amount of funding awarded to that entity. Quarterly, the other entities will send invoices to Chico Unified in order to receive funding from the grant.

The majority of the sub agreement awards to the entities total more than \$100,000, making it likely that many of the invoices will total more than the \$50,000 requiring board approval.

If the board approves the sub agreements and all of the payments fall within the approved amounts in the sub agreements, it will allow the district to process the payments to the other educational entities in a timely manner.

The sub awards are for Biggs High School, Butte Community College, Durham High School, Feather River College, Glenn Adult Program, Gridley High School, Hearthstone, Inspire School of Arts and Sciences, Las Plumas High School, Orland High School, Success One! Charter School, and William Finch Charter School.

Financial implications

All funding is provided from the California Career Pathways Trust Grant.

AGENDA ITEM: New Textbook Proposal for 6th Grade English Language Arts

Prepared by: David McKay, Director

☒ Consent

Board Date May 18, 2016

☐ Information Only

☐ Discussion/Action

Background Information

In the fall of 2015, Educational Services authorized the formation of a voluntary team of educators to begin the process of adopting 6th grade English Language Arts instructional materials. With the 6th grade transition to the junior high schools on the horizon, ensuring that teachers had access to an ELA curriculum that was designed to be implemented in 50-minute periods instead of 90-minute periods was essential. The Director of Secondary Education put out a request to teachers who were willing to participate in the ELA 6 adoption: with the caveat that the selected publisher would also be the adopted ELA 7 and ELA 8 curriculum in 2017-18 and 2018-19, respectively, as CUSD phased out the old adoption and phased in the new. A volunteer team was created that represented the uniqueness of our CUSD junior high schools—including 2016-17 6th grade ELA teachers. This team of ten teachers began the screening process of the state-adopted ELA instructional materials. All three state-adopted curricula were examined and analyzed: first at BCOE in the Learning Center in February, followed by more-in-depth publisher representative presentations in March. An open house, one designed to solicit the input of all teachers and the general public, was held during the week of April 4-8, 2016 in the Director of Secondary Education's office. In early April, the teacher team unanimously selected the *StudySync* curriculum from McGraw-Hill. The District Leadership Council discussed and approved the *StudySync* recommendation. A staff development plan to support both principals and teachers will be generated in the coming weeks, including a .4 FTE junior high ELA Instructional Coach (TOSA) to provide additional support to 6th grade ELA teachers.

Educational Implications

The attached teacher comments highlight the educational reasons this curriculum is being recommended for adoption.

Fiscal Implications

McGraw-Hill School Education *StudySync*
8 year digital + 4 year print Teacher and Student Editions + 2 novels per student
\$191.53 per student @ projected 851 students
Total = \$175,216.43 including tax

Recommendation

The District Leadership Council and the volunteer 6th grade ELA adoption team recommends the adoption of the McGraw-Hill *StudySync* program for 6th grade beginning in the 2016-17 academic year, with a 7th and 8th grade implementation for the 17-18 and 18-19 school years, respectively.

Chico Unified School District

Educational Services – Secondary Education
(530) 891-3000 x110



6th Grade ELA Adoption Committee
Recommendation:
McGraw-Hill *StudySync*

Some specific input from the teacher team:

- Inspires kids, empowers teacher
- Digital Library—constantly building
- Video with Essential Question and foreshadowing: movie trailer format
- Writing communicates with Google Classroom
- Ongoing training
- 3-hour training, then full day working with consultant, tutorial
- 10 new titles/month
- 6-12 “interactive blasts”—tech
- Built to CCSS
- Plagiarism detection component
- PBL, research units
- 3 novels/grade level, novels and e-books
- E- and print materials
- YouTube blogs/channel
- “Social Media” format
- STEM connections
- Varied/differentiated questions
- Audio/subtitles for ELL’s and IEP students
- Basis: “Bring literature to life”
- Mobil app for offline work
- Note-taking tools
- Ongoing SBAC practice embedded
- Kids can annotate online

**CHICO UNIFIED SCHOOL DISTRICT
REQUEST FOR TEXTBOOK APPROVAL**

Page 1 of 3

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Page 3 of 5

Department: English/ELD **Course:** BJHS, CJHS, **Grade Level:** 6
Contact Person: David McKay **Campus:** MJHS

*****Please include six copies of the text or instructional materials when submitting this form.*****

A. New Adoption

1. Proposed Text

Title: StudySync
Edition/# of Pages _____
Author: _____
Publisher: McGraw-Hill School Education
Copyright Date: 2016
Current List Price: 191.53 per student
Material is on the California Legal Compliance List? ☒ YES ☐ NO

2. Approximately how many classes will be using this text? 21

How many copies of the text will be purchased? 851

3. List other districts using this text: Gridley, Live Oak, Yuba City, Folsom-Cordova

4. List other textbooks considered in the selection and their current list price:

Houghton Mifflin Collections
 Amplify (online program only)
 Springboard (no 6th grade component)

5. The proposed text for all courses that have state approved standards must align with those standards. Indicate areas that are supported by the proposed text and areas where supplementary material will be needed. Attach a list of those standards and the corresponding text correlation.

Check each criterion that applies in terms of the course and ability level to which the material is to be submitted	Excellent	Good	Average	Poor	Does not apply
1. How well does the material align with Chico Unified School District Standards and Benchmarks?	X				
2. How well does the material align with California State Standards?	X				
3. How well does the material cover the scope of student and teacher needs at the grade level for which it is being considered?	X				
4. How well does material employ a variety of pedagogical methods of instruction?	X				
5. How well are the assessment tools linked to the content and instructional methodology?	X				
6. How successfully are formal, informal and alternative assessment systems incorporated into the teacher resource guide?	X				
7. How well does the material provide for the needs of English language learners?	X				
8. How appropriate are the supplementary materials in supporting the effective use of the text?	X				
9. To what degree does the teacher resource material provide support and guidance?	X				
10. Classify the ease of use of the teachers' manual?	X				

**CHICO UNIFIED SCHOOL DISTRICT
REQUEST FOR TEXTBOOK APPROVAL**

Page 2 of 3

9.2.7.

Page 4 of 5

6. Is supplementary material available for the adoption? ☒ YES ☐ NO

Is it necessary for instructional purposes? ☒ YES ☐ NO

If yes, why? Class set novels per quarter / per grade level

What costs are involved? TBD

7. Textbook previously used

Title: California Treasures

Author: _____

Publisher: McGraw-Hill School Education

Copyright Date: 2010

a. Date of initial adoption: 2010

b. State reason for the previous text no longer serving the purpose for which it was originally adopted:

Sixth grade students are joining the junior high campuses. Students in grades 6 – 8 need to have a common ELA/ELD program.

CHICO UNIFIED SCHOOL DISTRICT
REQUEST FOR TEXTBOOK APPROVAL

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Page 5 of 5

STEP 1 - DISTRICT OFFICE APPROVAL

Review by CUSD Director of Curriculum

Date

5/10/16

ONLY PROCEED TO STEP 2 AFTER COMPLETING STEP 1.

STEP 2 - DEPARTMENT CHAIRPERSON APPROVAL TO USE TEXTBOOK

Bidwell Jr. High School Department Chairperson

Date

5-11-16

Chico Jr. High School Department Chairperson

Date

5-11-16

Marsh Jr. High School Department Chairperson

Date

5/11/16

STEP 3 - CAMPUS PRINCIPAL APPROVAL

Bidwell Jr. High School Principal

Date

5-11-16

Chico Jr. High School Principal

Date

5-11-16

Marsh Jr. High School Principal

Date

5/11/16

Appropriate consideration in the above Steps 2 and 3 above must be made within 10 days of receipt.
Consideration may be: approval or rejection. If rejected, it must be returned to originator with rationale.

Governing Board Approval

Date

AGENDA ITEM: New Textbook Proposal : World Language

Prepared by: David McKay, Director

☒ Consent

Board Date May 18, 2016

☐ Information Only

☐ Discussion/Action

Background Information

We have been using our current textbook and materials since 2005. They are not in compliance with our National or State Proficiency standards as determined by the American Council of the Teaching of Foreign Language or the California Common Core Standards. In the spring of 2015 we began requesting samples of World Language texts in Spanish and French from a variety of publishers. In the fall of 2015 we formed a textbook selection committee at each site to review the samples and select the best three options to look at more in depth. We utilized three of our district collaboration days to bring in representatives from each of those publishing companies to present their textbook and accompanying material to all our teachers. Several teachers took time to pilot activities from the top three texts to get feedback on student engagement and applicability. A Google survey was sent to all teachers at Marsh, Bidwell, PVHS, Inspire and CHS. Department chairs then reviewed and discussed the results and made a final decision. We are eager to adopt a new text this spring for implementation in the fall of 2016.

Educational Implications

The following teacher comments highlight the educational reasons this textbook program is being recommended for adoption.

Some specific input from our selection committee:

- Aligns with ACTFL (American Council on the Teaching of Foreign Languages) standards.
- Activities that reinforce the 3 proficiency modes determined by ACTFL.
- Online access to authentic visual and audio resources that are continually updated and current.
- Extensive video program that provides engaging topics and themes that cover conversational language and a study of a variety of cultural topics.
- Cultural activities that compare and contrast the target language culture with that of our students.
- Prepares students for lifelong language use with real world performance projects.

- Current and relevant themes and vocabulary.
- All materials are provided in a digital format and are easily accessible online for teachers and students.
- Online practice for students with automatic feedback.
- Ancillary materials to practice the target language through games, role playing, online partner chat and video chat.
- Teachers can personalize activities and assessments provided by the publisher.
- Alternative pacing that allows us to instruct at a pace that is beneficial to our students. For example, we will be finishing the level one book in the first semester of Spanish 2 rather than having to fill gaps in Spanish 2 caused by not completing the level one book.

Fiscal Implications

\$324,435.00 total cost divided as outlined below.

CHS and PVHS

\$242,735.00

Vista Higher Learning- *Descubre*

- **Descubre 1 (text, ebook, eworkbook)** \$140.00 @ 1240 students (6 year cycle)
We plan to use this book in Spanish 1. We will finish this book in the first semester of Spanish 2.
- **Descubre 1 (text only)** class sets \$90.00 @ 14 teachers = 580 books

\$43,860.00

Vista Higher Learning -*D'accord*

- **D'accord 1 (text, ebook, eworkbook)** \$140.00 @ 240 students (6 year cycle)
We plan to use the level one book in French 1. We will finish with the level one book in the first semester of French 2.
- **D'accord 1 (text only)** class sets \$90.00 @ 2 teachers = 80 books

BJHS and Marsh

\$37,840.00

- **Descubre 1 (text, ebook, eworkbook)** \$140.00 @ 200 students (6 year cycle)
- **Descubre 1 (text only)** class sets \$90.00 @ 2 teachers = 80 books

CHICO UNIFIED SCHOOL DISTRICT REQUEST FOR TEXTBOOK APPROVAL

Page 1 of 3

9.2.8.

Page 3 of 9

Department: World Language **Course:** Spanish **Grade Level:** 8 – 12
Contact Person: David McKay **Campus:** PVHS, CHS, BJHS, MJHS

*****Please include six copies of the text or instructional materials when submitting this form.*****

A. New Adoption

1. Proposed Text

Title: Descubre
Edition/# of Pages Edition 2017, 392 Pages
Author: José A. Blanco
Publisher: Vista Higher Learning
Copyright Date: 2016
Current List Price: \$140.00 per student (SE, ebook, eworkbook), \$90.00 (book only class sets)
Material is on the California Legal Compliance List? ☒ YES ☐ NO

2. Approximately how many classes will be using this text? 16 sections 8th – High School
 How many copies of the text will be purchased? 1240 / 580
3. List other districts using this text: Paradise
4. List other textbooks considered in the selection and their current list price:
 ; Que Chévere! - EMC Publishing
 Mundo Real – Edi Numen Publishing

5. The proposed text for all courses that have state approved standards must align with those standards. Indicate areas that are supported by the proposed text and areas where supplementary material will be needed. Attach a list of those standards and the corresponding text correlation.

Check each criterion that applies in terms of the course and ability level to which the material is to be submitted	Excellent	Good	Average	Poor	Does not apply
1. How well does the material align with Chico Unified School District Standards and Benchmarks?	X				
2. How well does the material align with California State Standards?	X				
3. How well does the material cover the scope of student and teacher needs at the grade level for which it is being considered?	X				
4. How well does material employ a variety of pedagogical methods of instruction?	X				
5. How well are the assessment tools linked to the content and instructional methodology?	X				
6. How successfully are formal, informal and alternative assessment systems incorporated into the teacher resource guide?	X				
7. How well does the material provide for the needs of English language learners?	X				
8. How appropriate are the supplementary materials in supporting the effective use of the text?	X				
9. To what degree does the teacher resource material provide support and guidance?	X				
10. Classify the ease of use of the teachers' manual?	X				

**CHICO UNIFIED SCHOOL DISTRICT
REQUEST FOR TEXTBOOK APPROVAL**

Page 2 of 3

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Page 4 of 9

6. Is supplementary material available for the adoption? ☒ YES ☐ NO

Is it necessary for instructional purposes? ☒ YES ☐ NO

If yes, why? Access to updated authentic resources both audio & visual

What costs are involved? Included in package price

7. Textbook previously used

Title: Realidades

Author: Boyes, Met, Sayers, Wargin

Publisher: Prentice Hall

Copyright Date: 2005

a. Date of initial adoption: 2005

b. State reason for the previous text no longer serving the purpose for which it was originally adopted:

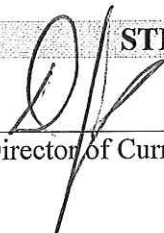
Not in compliance with National or State Proficiency standards.

CHICO UNIFIED SCHOOL DISTRICT
REQUEST FOR TEXTBOOK APPROVAL

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STEP 1 – DISTRICT OFFICE APPROVAL


Review by CUSD Director of Curriculum

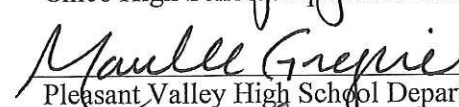
5/12/16
Date

ONLY PROCEED TO STEP 2 AFTER COMPLETING STEP 1.

STEP 2 – DEPARTMENT CHAIRPERSON APPROVAL TO USE TEXTBOOK


Chico High School Department Chairperson

5/12/2016
Date


Pleasant Valley High School Department Chairperson

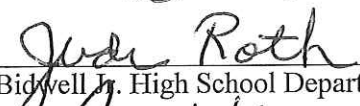
5/12/2016
Date


Fair View High School Department Chairperson

5/12/16
Date


Oakdale High School Department Chairperson

5/12/16
Date


Bidwell Jr. High School Department Chairperson

5-11-16
Date

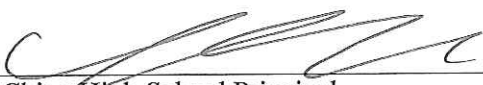


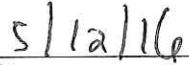


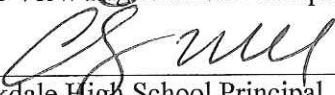
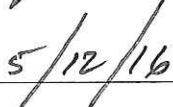
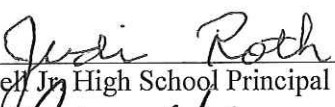
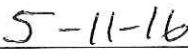
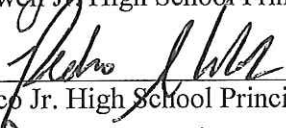

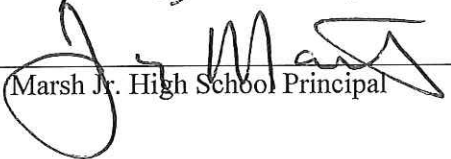


Chico Jr. High School Department Chairperson

5/12/16
Date


Marsh Jr. High School Department Chairperson

5/12/14
Date

STEP 3 – CAMPUS PRINCIPAL APPROVAL

	
Chico High School Principal	Date
	
Pleasant Valley High School Principal	Date
	
Fair View High School Principal	Date
	
Oakdale High School Principal	Date
	
Bidwell Jr High School Principal	Date
	
Chico Jr. High School Principal	Date
	
Marsh Jr. High School Principal	Date

Appropriate consideration in the above Steps 2 and 3 above must be made within 10 days of receipt.
Consideration may be: approval or rejection. If rejected, it must be returned to originator with rationale.

Governing Board Approval

Date

CHICO UNIFIED SCHOOL DISTRICT REQUEST FOR TEXTBOOK APPROVAL

Page 1 of 3

9.2.8.

Page 7 of 9

Department: World Language Course: French Grade Level: 9-12
CHS,
Contact Person: David McKay Campus: PVHS

Please include six copies of the text or instructional materials when submitting this form.

A. New Adoption

1. Proposed Text

Title: D'accord
Edition/# of Pages: 2015, 351 Pages
Author: Mitsche and Tano
Publisher: Vista Higher Learning
Copyright Date: 2015
Current List Price: \$140.00 per student (SE, ebook, eworkbook), \$90.00 (book only class sets)
Material is on the California Legal Compliance List? ☒ YES ☐ NO

2. Approximately how many classes will be using this text? 4

How many copies of the text will be purchased? 160 / 80

3. List other districts using this text: Inspire, San Anselmo, Newark

4. List other textbooks considered in the selection and their current list price:

Bleu – Discovery French

Bon Voyage

5. The proposed text for all courses that have state approved standards must align with those standards. Indicate areas that are supported by the proposed text and areas where supplementary material will be needed. Attach a list of those standards and the corresponding text correlation.

Check each criterion that applies in terms of the course and ability level to which the material is to be submitted	Excellent	Good	Average	Poor	Does not apply
1. How well does the material align with Chico Unified School District Standards and Benchmarks?	X				
2. How well does the material align with California State Standards?	X				
3. How well does the material cover the scope of student and teacher needs at the grade level for which it is being considered?	X				
4. How well does material employ a variety of pedagogical methods of instruction?	X				
5. How well are the assessment tools linked to the content and instructional methodology?	X				
6. How successfully are formal, informal and alternative assessment systems incorporated into the teacher resource guide?	X				
7. How well does the material provide for the needs of English language learners?	X				
8. How appropriate are the supplementary materials in supporting the effective use of the text?	X				
9. To what degree does the teacher resource material provide support and guidance?	X				
10. Classify the ease of use of the teachers' manual?	X				

**CHICO UNIFIED SCHOOL DISTRICT
REQUEST FOR TEXTBOOK APPROVAL**

Page 2 of 3

9.2.8.
Page 8 of 9

6. Is supplementary material available for the adoption? ☒ YES ☐ NO

Is it necessary for instructional purposes? ☒ YES ☐ NO

If yes, why? Access to updated authentic resources both audio & visual

What costs are involved? Included in package price

7. Textbook previously used

Title: Bleu

Author: Valette and Valette

Publisher: McDougal Littell

Copyright Date: 2004

a. Date of initial adoption: 2005

b. State reason for the previous text no longer serving the purpose for which it was originally adopted:

Not in compliance with National or State Proficiency standards.

CHICO UNIFIED SCHOOL DISTRICT
REQUEST FOR TEXTBOOK APPROVAL

Page 3 of 3

9.2.8.
Page 9 of 9

STEP 1 - DISTRICT OFFICE APPROVAL

Review by CUSD Director of Curriculum

Date

ONLY PROCEED TO STEP 2 AFTER COMPLETING STEP 1.

STEP 2 - DEPARTMENT CHAIRPERSON APPROVAL TO USE TEXTBOOK

Chico High School Department Chairperson

Date

Pleasant Valley High School Department Chairperson

Date

Fair View High School Department Chairperson

Date

Oakdale High School Department Chairperson

Date

STEP 3 - CAMPUS PRINCIPAL APPROVAL

Chico High School Principal

Date

Pleasant Valley High School Principal

Date

Fair View High School Principal

Date

Oakdale High School Principal

Date

Appropriate consideration in the above Steps 2 and 3 above must be made within 10 days of receipt.
Consideration may be: approval or rejection. If rejected, it must be returned to originator with rationale.

Governing Board Approval

Date

AGENDA ITEM: Renaissance Learning Contract

Prepared by: Ted Sullivan

☒ Consent

Board Date May 18, 2016

☐ Information Only

☐ Discussion/Action

Background Information

Renaissance Learning provides STAR Reading and Accelerated Reader to all the schools in CUSD.

Educational Implications

The information provided by Renaissance Learning is used as part of our ELL re-designation criteria and is also shared as grade-level reading scores on the elementary report card.

Fiscal Implications

The Accelerated Reader component is also used by classroom teachers as a reading support program with their students. Typically, our cost is \$80,000 annually for these programs. CUSD had an opportunity to purchase a three-year subscription for \$210,000 and save \$30,000, hence the increased initial cost.

RENAISSANCE LEARNING™

Accelerating learning for all

PO Box 8036, Wis. Rapids, WI 54495-8036 - Phone:(800) 338-4204 Fax:(877) 280-7642 Federal I.D. 39-1559474

Quote #: 1501829

Chico Unified School District - 288231
1163 E 7th St
Chico, CA 95928-5903
Contact: Melinda Edgecomb - (530) 891-3000
Email: medgecom@chicousd.org

Reference ID: 187655
Created: 12/02/2015

Quote Summary	School Count : 18
Product & Services Total	\$250,097.10
Applied Discounts	(\$39,231.48)
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	\$210,865.62

**** \$23,429.53 of the discount is due to paying for multiple years up front.**

To receive applicable discounts, all orders included on this quote must be received at the same time.

To place an order, please submit your organization's required purchase order with reference to quote number 1501829. An invoice will be sent upon receipt of your purchase order. Payment is due net 30 days from the invoice date. If your organization does not require a purchase order, please contact our order services team at 877-444-3172 for assistance with placing your order.

Mail: PO Box 8036, Wis. Rapids, WI 54495-8036
Fax: (877)280-7642
Email: electronicorders@renaissance.com

If changes are necessary, or additional information is required, please contact your account executive (s) Bill Peterson at (866)560-3913, Thank You.

This quote is valid for 30 days. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance Learning approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance Learning with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

Renaissance Place is an advanced, web-based, software system. Renaissance Learning personnel are available to assist with each step of the detailed implementation to help you realize the multiple benefits that Renaissance Place provides. To ensure a successful implementation, please allow 30 to 90 days for the remote installation and setup.

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Chico Unified School District - 288231			
Products & Services	Quantity	Unit Price	Total
Quote Year 1			
Data Integration Maintenance Fee Level 3 (4001-8000 Students) 06/01/2017 - 05/31/2018	1	\$2,800.00	\$2,800.00
Data Integration Maintenance Fee Level 3 (4001-8000 Students) Alignment 09/01/2016 - 05/31/2017	1	\$2,100.00	\$2,100.00
Quote Year 1 Subtotal			\$4,900.00
Quote Year 2			
Data Integration Maintenance Fee Level 3 (4001-8000 Students) 06/01/2018 - 05/31/2019	1	\$2,800.00	\$2,800.00
Quote Year 2 Subtotal			\$2,800.00
Chico Unified School District Subtotal			\$7,700.00
Applied Discounts			(\$770.00)
Chico Unified School District Total			\$6,930.00
Bidwell Junior High School - 288209			
Products & Services	Quantity	Unit Price	Total
Quote Year 1			
AR Enterprise Real Time Subscription Renewal 07/01/2016 - 06/30/2017	702	\$5.85	\$4,106.70
STAR Reading Enterprise Real Time Subscription Renewal 07/01/2016 - 06/30/2017	714	\$3.80	\$2,713.20
Annual All Product RP Hosting Fee Renewal 07/01/2016 - 06/30/2017	1	\$599.00	\$599.00
Quote Year 1 Subtotal			\$7,418.90
Quote Year 2			
AR Enterprise Real Time Subscription Renewal 07/01/2017 - 06/30/2018	702	\$5.85	\$4,106.70
STAR Reading Enterprise Real Time Subscription Renewal 07/01/2017 - 06/30/2018	714	\$3.80	\$2,713.20
Annual All Product RP Hosting Fee Renewal 07/01/2017 - 06/30/2018	1	\$599.00	\$599.00
Quote Year 2 Subtotal			\$7,418.90
Quote Year 3			
AR Enterprise Real Time Subscription Renewal 07/01/2018 - 06/30/2019	702	\$5.85	\$4,106.70
STAR Reading Enterprise Real Time Subscription Renewal 07/01/2018 - 06/30/2019	714	\$3.80	\$2,713.20
Annual All Product RP Hosting Fee Renewal 07/01/2018 - 06/30/2019	1	\$599.00	\$599.00
Quote Year 3 Subtotal			\$7,418.90
Bidwell Junior High School Subtotal			\$22,256.70
Applied Discounts			(\$3,698.79)

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Bidwell Junior High School Total			\$18,557.91
Chapman Elementary School - 288229			
Products & Services	Quantity	Unit Price	Total
Quote Year 1			
AR Enterprise Real Time Subscription Renewal 07/01/2016 - 06/30/2017	273	\$5.85	\$1,597.05
STAR Early Literacy Enterprise Real Time Subscription Renew 07/01/2016 - 06/30/2017	136	\$3.80	\$516.80
STAR Reading Enterprise Real Time Subscription Renewal 07/01/2016 - 06/30/2017	285	\$3.80	\$1,083.00
Annual All Product RP Hosting Fee Renewal 07/01/2016 - 06/30/2017	1	\$599.00	\$599.00
Quote Year 1 Subtotal			\$3,795.85
Quote Year 2			
AR Enterprise Real Time Subscription Renewal 07/01/2017 - 06/30/2018	273	\$5.85	\$1,597.05
STAR Early Literacy Enterprise Real Time Subscription Renew 07/01/2017 - 06/30/2018	136	\$3.80	\$516.80
STAR Reading Enterprise Real Time Subscription Renewal 07/01/2017 - 06/30/2018	285	\$3.80	\$1,083.00
Annual All Product RP Hosting Fee Renewal 07/01/2017 - 06/30/2018	1	\$599.00	\$599.00
Quote Year 2 Subtotal			\$3,795.85
Quote Year 3			
AR Enterprise Real Time Subscription Renewal 07/01/2018 - 06/30/2019	273	\$5.85	\$1,597.05
STAR Early Literacy Enterprise Real Time Subscription Renew 07/01/2018 - 06/30/2019	136	\$3.80	\$516.80
STAR Reading Enterprise Real Time Subscription Renewal 07/01/2018 - 06/30/2019	285	\$3.80	\$1,083.00
Annual All Product RP Hosting Fee Renewal 07/01/2018 - 06/30/2019	1	\$599.00	\$599.00
Quote Year 3 Subtotal			\$3,795.85
Chapman Elementary School Subtotal			\$11,387.55
Applied Discounts			(\$1,759.50)
Chapman Elementary School Total			\$9,628.05
Chico High School - 288223			
Products & Services	Quantity	Unit Price	Total
Quote Year 1			
AR Enterprise Real Time Subscription Renewal 07/01/2016 - 06/30/2017	123	\$5.85	\$719.55
STAR Reading Enterprise Real Time Subscription Renewal 07/01/2016 - 06/30/2017	335	\$3.80	\$1,273.00
Annual All Product RP Hosting Fee Renewal 07/01/2016 - 06/30/2017	1	\$599.00	\$599.00
Quote Year 1 Subtotal			\$2,591.55
Quote Year 2			

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AR Enterprise Real Time Subscription Renewal	07/01/2017 - 06/30/2018	123	\$5.85	\$719.55
STAR Reading Enterprise Real Time Subscription Renewal	07/01/2017 - 06/30/2018	335	\$3.80	\$1,273.00
Annual All Product RP Hosting Fee Renewal	07/01/2017 - 06/30/2018	1	\$599.00	\$599.00
Quote Year 2 Subtotal			\$2,591.55	
Quote Year 3				
AR Enterprise Real Time Subscription Renewal	07/01/2018 - 06/30/2019	123	\$5.85	\$719.55
STAR Reading Enterprise Real Time Subscription Renewal	07/01/2018 - 06/30/2019	335	\$3.80	\$1,273.00
Annual All Product RP Hosting Fee Renewal	07/01/2018 - 06/30/2019	1	\$599.00	\$599.00
Quote Year 3 Subtotal			\$2,591.55	
Chico High School Subtotal			\$7,774.65	
Applied Discounts			(\$1,207.86)	
Chico High School Total			\$6,566.79	

Chico Junior High School - 288217

Products & Services		Quantity	Unit Price	Total
Quote Year 1				
AR Enterprise Real Time Subscription Renewal	07/01/2016 - 06/30/2017	123	\$5.85	\$719.55
STAR Reading Enterprise Real Time Subscription Renewal	07/01/2016 - 06/30/2017	135	\$3.80	\$513.00
Annual All Product RP Hosting Fee Renewal	07/01/2016 - 06/30/2017	1	\$599.00	\$599.00
Quote Year 1 Subtotal			\$1,831.55	
Quote Year 2				
AR Enterprise Real Time Subscription Renewal	07/01/2017 - 06/30/2018	123	\$5.85	\$719.55
STAR Reading Enterprise Real Time Subscription Renewal	07/01/2017 - 06/30/2018	135	\$3.80	\$513.00
Annual All Product RP Hosting Fee Renewal	07/01/2017 - 06/30/2018	1	\$599.00	\$599.00
Quote Year 2 Subtotal			\$1,831.55	
Quote Year 3				
AR Enterprise Real Time Subscription Renewal	07/01/2018 - 06/30/2019	123	\$5.85	\$719.55
STAR Reading Enterprise Real Time Subscription Renewal	07/01/2018 - 06/30/2019	135	\$3.80	\$513.00
Annual All Product RP Hosting Fee Renewal	07/01/2018 - 06/30/2019	1	\$599.00	\$599.00
Quote Year 3 Subtotal			\$1,831.55	
Chico Junior High School Subtotal			\$5,494.65	
Applied Discounts			(\$815.70)	
Chico Junior High School Total			\$4,678.95	

Citrus Avenue Elementary School - 288191			
Products & Services	Quantity	Unit Price	Total
Quote Year 1			
AR Enterprise Real Time Subscription Renewal 07/01/2016 - 06/30/2017	423	\$5.85	\$2,474.55
STAR Early Literacy Enterprise Real Time Subscription Renew 07/01/2016 - 06/30/2017	108	\$3.80	\$410.40
STAR Reading Enterprise Real Time Subscription Renewal 07/01/2016 - 06/30/2017	435	\$3.80	\$1,653.00
Annual All Product RP Hosting Fee Renewal 07/01/2016 - 06/30/2017	1	\$599.00	\$599.00
Quote Year 1 Subtotal			\$5,136.95
Quote Year 2			
AR Enterprise Real Time Subscription Renewal 07/01/2017 - 06/30/2018	423	\$5.85	\$2,474.55
STAR Early Literacy Enterprise Real Time Subscription Renew 07/01/2017 - 06/30/2018	108	\$3.80	\$410.40
STAR Reading Enterprise Real Time Subscription Renewal 07/01/2017 - 06/30/2018	435	\$3.80	\$1,653.00
Annual All Product RP Hosting Fee Renewal 07/01/2017 - 06/30/2018	1	\$599.00	\$599.00
Quote Year 2 Subtotal			\$5,136.95
Quote Year 3			
AR Enterprise Real Time Subscription Renewal 07/01/2018 - 06/30/2019	423	\$5.85	\$2,474.55
STAR Early Literacy Enterprise Real Time Subscription Renew 07/01/2018 - 06/30/2019	108	\$3.80	\$410.40
STAR Reading Enterprise Real Time Subscription Renewal 07/01/2018 - 06/30/2019	435	\$3.80	\$1,653.00
Annual All Product RP Hosting Fee Renewal 07/01/2018 - 06/30/2019	1	\$599.00	\$599.00
Quote Year 3 Subtotal			\$5,136.95
Citrus Avenue Elementary School Subtotal			\$15,410.85
Applied Discounts			(\$2,465.88)
Citrus Avenue Elementary School Total			\$12,944.97
Fair View High School (Cont.) - 288227			
Products & Services	Quantity	Unit Price	Total
Quote Year 1			
AR Enterprise Real Time Subscription Renewal 07/01/2016 - 06/30/2017	123	\$5.85	\$719.55
Quote Year 1 Subtotal			\$719.55
Quote Year 2			
AR Enterprise Real Time Subscription Renewal 07/01/2017 - 06/30/2018	123	\$5.85	\$719.55
STAR Reading Enterprise Real Time Subscription Renewal 07/01/2017 - 06/30/2018	135	\$3.80	\$513.00
Annual All Product RP Hosting Fee Renewal 07/01/2017 - 06/30/2018	1	\$599.00	\$599.00
Quote Year 2 Subtotal			\$1,831.55

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Quote Year 3				
AR Enterprise Real Time Subscription Renewal	07/01/2018 - 06/30/2019	123	\$5.85	\$719.55
STAR Reading Enterprise Real Time Subscription Renewal	07/01/2018 - 06/30/2019	135	\$3.80	\$513.00
Annual All Product RP Hosting Fee Renewal	07/01/2018 - 06/30/2019	1	\$599.00	\$599.00
Quote Year 3 Subtotal				\$1,831.55
Fair View High School (Cont.) Subtotal				\$4,382.65
Applied Discounts				(\$667.56)
Fair View High School (Cont.) Total				\$3,715.09
Hooker Oak Elementary School - 288190				
Products & Services		Quantity	Unit Price	Total
Quote Year 1				
AR Enterprise Real Time Subscription Renewal	07/01/2016 - 06/30/2017	372	\$5.85	\$2,176.20
STAR Early Literacy Enterprise Real Time Subscription Renew	07/01/2016 - 06/30/2017	118	\$3.80	\$448.40
STAR Reading Enterprise Real Time Subscription Renewal	07/01/2016 - 06/30/2017	384	\$3.80	\$1,459.20
Annual All Product RP Hosting Fee Renewal	07/01/2016 - 06/30/2017	1	\$599.00	\$599.00
Quote Year 1 Subtotal				\$4,682.80
Quote Year 2				
AR Enterprise Real Time Subscription Renewal	07/01/2017 - 06/30/2018	372	\$5.85	\$2,176.20
STAR Early Literacy Enterprise Real Time Subscription Renew	07/01/2017 - 06/30/2018	118	\$3.80	\$448.40
STAR Reading Enterprise Real Time Subscription Renewal	07/01/2017 - 06/30/2018	384	\$3.80	\$1,459.20
Annual All Product RP Hosting Fee Renewal	07/01/2017 - 06/30/2018	1	\$599.00	\$599.00
Quote Year 2 Subtotal				\$4,682.80
Quote Year 3				
AR Enterprise Real Time Subscription Renewal	07/01/2018 - 06/30/2019	372	\$5.85	\$2,176.20
STAR Early Literacy Enterprise Real Time Subscription Renew	07/01/2018 - 06/30/2019	118	\$3.80	\$448.40
STAR Reading Enterprise Real Time Subscription Renewal	07/01/2018 - 06/30/2019	384	\$3.80	\$1,459.20
Annual All Product RP Hosting Fee Renewal	07/01/2018 - 06/30/2019	1	\$599.00	\$599.00
Quote Year 3 Subtotal				\$4,682.80
Hooker Oak Elementary School Subtotal				\$14,048.40
Applied Discounts				(\$2,226.45)
Hooker Oak Elementary School Total				\$11,821.95
John A McManus Elementary School - 288224				

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Products & Services	Quantity	Unit Price	Total
Quote Year 1			
AR Enterprise Real Time Subscription Renewal 07/01/2016 - 06/30/2017	573	\$5.85	\$3,352.05
STAR Early Literacy Enterprise Real Time Subscription Renew 07/01/2016 - 06/30/2017	155	\$3.80	\$589.00
STAR Reading Enterprise Real Time Subscription Renewal 07/01/2016 - 06/30/2017	585	\$3.80	\$2,223.00
Annual All Product RP Hosting Fee Renewal 07/01/2016 - 06/30/2017	1	\$599.00	\$599.00
Quote Year 1 Subtotal			\$6,763.05
Quote Year 2			
AR Enterprise Real Time Subscription Renewal 07/01/2017 - 06/30/2018	573	\$5.85	\$3,352.05
STAR Early Literacy Enterprise Real Time Subscription Renew 07/01/2017 - 06/30/2018	155	\$3.80	\$589.00
STAR Reading Enterprise Real Time Subscription Renewal 07/01/2017 - 06/30/2018	585	\$3.80	\$2,223.00
Annual All Product RP Hosting Fee Renewal 07/01/2017 - 06/30/2018	1	\$599.00	\$599.00
Quote Year 2 Subtotal			\$6,763.05
Quote Year 3			
AR Enterprise Real Time Subscription Renewal 07/01/2018 - 06/30/2019	573	\$5.85	\$3,352.05
STAR Early Literacy Enterprise Real Time Subscription Renew 07/01/2018 - 06/30/2019	155	\$3.80	\$589.00
STAR Reading Enterprise Real Time Subscription Renewal 07/01/2018 - 06/30/2019	585	\$3.80	\$2,223.00
Annual All Product RP Hosting Fee Renewal 07/01/2018 - 06/30/2019	1	\$599.00	\$599.00
Quote Year 3 Subtotal			\$6,763.05
John A McManus Elementary School Subtotal			\$20,289.15
Applied Discounts			(\$3,280.83)
John A McManus Elementary School Total			\$17,008.32
Little Chico Creek Elem School - 288235			
Products & Services	Quantity	Unit Price	Total
Quote Year 1			
AR Enterprise Real Time Subscription Renewal 07/01/2016 - 06/30/2017	423	\$5.85	\$2,474.55
STAR Early Literacy Enterprise Real Time Subscription Renew 07/01/2016 - 06/30/2017	204	\$3.80	\$775.20
STAR Reading Enterprise Real Time Subscription Renewal 07/01/2016 - 06/30/2017	435	\$3.80	\$1,653.00
Annual All Product RP Hosting Fee Renewal 07/01/2016 - 06/30/2017	1	\$599.00	\$599.00
Quote Year 1 Subtotal			\$5,501.75
Quote Year 2			
AR Enterprise Real Time Subscription Renewal 07/01/2017 - 06/30/2018	423	\$5.85	\$2,474.55
STAR Early Literacy Enterprise Real Time Subscription Renew 07/01/2017 - 06/30/2018	204	\$3.80	\$775.20

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STAR Reading Enterprise Real Time Subscription Renewal	07/01/2017 - 06/30/2018	435	\$3.80	\$1,653.00
Annual All Product RP Hosting Fee Renewal	07/01/2017 - 06/30/2018	1	\$599.00	\$599.00
Quote Year 2 Subtotal			\$5,501.75	
Quote Year 3				
AR Enterprise Real Time Subscription Renewal	07/01/2018 - 06/30/2019	423	\$5.85	\$2,474.55
STAR Early Literacy Enterprise Real Time Subscription Renew	07/01/2018 - 06/30/2019	204	\$3.80	\$775.20
STAR Reading Enterprise Real Time Subscription Renewal	07/01/2018 - 06/30/2019	435	\$3.80	\$1,653.00
Annual All Product RP Hosting Fee Renewal	07/01/2018 - 06/30/2019	1	\$599.00	\$599.00
Quote Year 3 Subtotal			\$5,501.75	
Little Chico Creek Elem School Subtotal			\$16,505.25	
Applied Discounts			(\$2,604.87)	
Little Chico Creek Elem School Total			\$13,900.38	

Marigold Elementary School - 288215

Products & Services		Quantity	Unit Price	Total
Quote Year 1				
AR Enterprise Real Time Subscription Renewal	07/01/2016 - 06/30/2017	557	\$5.85	\$3,258.45
STAR Early Literacy Enterprise Real Time Subscription Renew	07/01/2016 - 06/30/2017	177	\$3.80	\$672.60
STAR Reading Enterprise Real Time Subscription Renewal	07/01/2016 - 06/30/2017	569	\$3.80	\$2,162.20
Annual All Product RP Hosting Fee Renewal	07/01/2016 - 06/30/2017	1	\$599.00	\$599.00
Quote Year 1 Subtotal			\$6,692.25	
Quote Year 2				
AR Enterprise Real Time Subscription Renewal	07/01/2017 - 06/30/2018	557	\$5.85	\$3,258.45
STAR Early Literacy Enterprise Real Time Subscription Renew	07/01/2017 - 06/30/2018	177	\$3.80	\$672.60
STAR Reading Enterprise Real Time Subscription Renewal	07/01/2017 - 06/30/2018	569	\$3.80	\$2,162.20
Annual All Product RP Hosting Fee Renewal	07/01/2017 - 06/30/2018	1	\$599.00	\$599.00
Quote Year 2 Subtotal			\$6,692.25	
Quote Year 3				
AR Enterprise Real Time Subscription Renewal	07/01/2018 - 06/30/2019	557	\$5.85	\$3,258.45
STAR Early Literacy Enterprise Real Time Subscription Renew	07/01/2018 - 06/30/2019	177	\$3.80	\$672.60
STAR Reading Enterprise Real Time Subscription Renewal	07/01/2018 - 06/30/2019	569	\$3.80	\$2,162.20
Annual All Product RP Hosting Fee Renewal	07/01/2018 - 06/30/2019	1	\$599.00	\$599.00
Quote Year 3 Subtotal			\$6,692.25	
Marigold Elementary School Subtotal			\$20,076.75	

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Applied Discounts		(\$3,233.04)	
Marigold Elementary School Total		\$16,843.71	
Marsh Junior High School - 910287			
Products & Services	Quantity	Unit Price	Total
Quote Year 1			
AR Enterprise Real Time Subscription Renewal07/01/2016 - 06/30/2017	122	\$5.85	\$713.70
STAR Reading Enterprise Real Time Subscription Renewal07/01/2016 - 06/30/2017	134	\$3.80	\$509.20
Annual All Product RP Hosting Fee Renewal07/01/2016 - 06/30/2017	1	\$599.00	\$599.00
Quote Year 1 Subtotal		\$1,821.90	
Quote Year 2			
AR Enterprise Real Time Subscription Renewal07/01/2017 - 06/30/2018	122	\$5.85	\$713.70
STAR Reading Enterprise Real Time Subscription Renewal07/01/2017 - 06/30/2018	134	\$3.80	\$509.20
Annual All Product RP Hosting Fee Renewal07/01/2017 - 06/30/2018	1	\$599.00	\$599.00
Quote Year 2 Subtotal		\$1,821.90	
Quote Year 3			
AR Enterprise Real Time Subscription Renewal07/01/2018 - 06/30/2019	122	\$5.85	\$713.70
STAR Reading Enterprise Real Time Subscription Renewal07/01/2018 - 06/30/2019	134	\$3.80	\$509.20
Annual All Product RP Hosting Fee Renewal07/01/2018 - 06/30/2019	1	\$599.00	\$599.00
Quote Year 3 Subtotal		\$1,821.90	
Marsh Junior High School Subtotal		\$5,465.70	
Applied Discounts		(\$810.75)	
Marsh Junior High School Total		\$4,654.95	
Neal Dow Elementary School - 288193			
Products & Services	Quantity	Unit Price	Total
Quote Year 1			
AR Enterprise Real Time Subscription Renewal07/01/2016 - 06/30/2017	1	\$5.85	\$5.85
STAR Early Literacy Enterprise Real Time Subscription Renewal07/01/2016 - 06/30/2017	1	\$3.80	\$3.80
STAR Reading Enterprise Real Time Subscription Renewal07/01/2016 - 06/30/2017	1	\$3.80	\$3.80
RP Hosting Alignment **09/01/2016 - 06/30/2017	1	\$503.15	\$503.15
Quote Year 1 Subtotal		\$516.60	
Quote Year 2			
AR Enterprise Real Time Subscription Renewal07/01/2017 - 06/30/2018	1	\$5.85	\$5.85

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STAR Early Literacy Enterprise Real Time Subscription Renew	07/01/2017 - 06/30/2018	1	\$3.80	\$3.80
STAR Reading Enterprise Real Time Subscription Renewal	07/01/2017 - 06/30/2018	1	\$3.80	\$3.80
Annual All Product RP Hosting Fee Renewal	07/01/2017 - 06/30/2018	1	\$599.00	\$599.00
Quote Year 2 Subtotal			\$612.45	
Quote Year 3				
AR Enterprise Real Time Subscription Renewal	07/01/2018 - 06/30/2019	1	\$5.85	\$5.85
STAR Early Literacy Enterprise Real Time Subscription Renew	07/01/2018 - 06/30/2019	1	\$3.80	\$3.80
STAR Reading Enterprise Real Time Subscription Renewal	07/01/2018 - 06/30/2019	1	\$3.80	\$3.80
Annual All Product RP Hosting Fee Renewal	07/01/2018 - 06/30/2019	1	\$599.00	\$599.00
Quote Year 3 Subtotal			\$612.45	
Neal Dow Elementary School Subtotal			\$1,741.50	
Applied Discounts			(\$176.53)	
Neal Dow Elementary School Total			\$1,564.97	
Parkview Elementary School - 288234				
Products & Services		Quantity	Unit Price	Total
Quote Year 1				
AR Enterprise Real Time Subscription Renewal	07/01/2016 - 06/30/2017	211	\$5.85	\$1,234.35
STAR Early Literacy Enterprise Real Time Subscription Renew	07/01/2016 - 06/30/2017	107	\$3.80	\$406.60
STAR Reading Enterprise Real Time Subscription Renewal	07/01/2016 - 06/30/2017	223	\$3.80	\$847.40
Annual All Product RP Hosting Fee Renewal	07/01/2016 - 06/30/2017	1	\$599.00	\$599.00
Quote Year 1 Subtotal			\$3,087.35	
Quote Year 2				
AR Enterprise Real Time Subscription Renewal	07/01/2017 - 06/30/2018	211	\$5.85	\$1,234.35
STAR Early Literacy Enterprise Real Time Subscription Renew	07/01/2017 - 06/30/2018	107	\$3.80	\$406.60
STAR Reading Enterprise Real Time Subscription Renewal	07/01/2017 - 06/30/2018	223	\$3.80	\$847.40
Annual All Product RP Hosting Fee Renewal	07/01/2017 - 06/30/2018	1	\$599.00	\$599.00
Quote Year 2 Subtotal			\$3,087.35	
Quote Year 3				
AR Enterprise Real Time Subscription Renewal	07/01/2018 - 06/30/2019	211	\$5.85	\$1,234.35
STAR Early Literacy Enterprise Real Time Subscription Renew	07/01/2018 - 06/30/2019	107	\$3.80	\$406.60
STAR Reading Enterprise Real Time Subscription Renewal	07/01/2018 - 06/30/2019	223	\$3.80	\$847.40
Annual All Product RP Hosting Fee Renewal	07/01/2018 - 06/30/2019	1	\$599.00	\$599.00
Quote Year 3 Subtotal			\$3,087.35	

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Quote #: 1501829

PO Box 8036, Wis. Rapids, WI 54495-8036 - Phone:(800) 338-4204 Fax:(877) 280-7642 Federal I.D. 39-1559474

Parkview Elementary School Subtotal			\$9,262.05	
Applied Discounts			(\$1,408.80)	
Parkview Elementary School Total			\$7,853.25	
Pleasant Valley Sr. High School - 288195				
Products & Services		Quantity	Unit Price	Total
Quote Year 1				
AR Enterprise Real Time Subscription Renewal	07/01/2016 - 06/30/2017	123	\$5.85	\$719.55
STAR Reading Enterprise Real Time Subscription Renewal	07/01/2016 - 06/30/2017	135	\$3.80	\$513.00
Annual All Product RP Hosting Fee Renewal	07/01/2016 - 06/30/2017	1	\$599.00	\$599.00
Quote Year 1 Subtotal			\$1,831.55	
Quote Year 2				
AR Enterprise Real Time Subscription Renewal	07/01/2017 - 06/30/2018	123	\$5.85	\$719.55
STAR Reading Enterprise Real Time Subscription Renewal	07/01/2017 - 06/30/2018	135	\$3.80	\$513.00
Annual All Product RP Hosting Fee Renewal	07/01/2017 - 06/30/2018	1	\$599.00	\$599.00
Quote Year 2 Subtotal			\$1,831.55	
Quote Year 3				
AR Enterprise Real Time Subscription Renewal	07/01/2018 - 06/30/2019	123	\$5.85	\$719.55
STAR Reading Enterprise Real Time Subscription Renewal	07/01/2018 - 06/30/2019	135	\$3.80	\$513.00
Annual All Product RP Hosting Fee Renewal	07/01/2018 - 06/30/2019	1	\$599.00	\$599.00
Quote Year 3 Subtotal			\$1,831.55	
Pleasant Valley Sr. High School Subtotal			\$5,494.65	
Applied Discounts			(\$815.70)	
Pleasant Valley Sr. High School Total			\$4,678.95	
Rosedale Elementary School - 288225				
Products & Services		Quantity	Unit Price	Total
Quote Year 1				
AR Enterprise Real Time Subscription Renewal	07/01/2016 - 06/30/2017	423	\$5.85	\$2,474.55
STAR Early Literacy Enterprise Real Time Subscription Renew	07/01/2016 - 06/30/2017	222	\$3.80	\$843.60
STAR Reading Enterprise Real Time Subscription Renewal	07/01/2016 - 06/30/2017	435	\$3.80	\$1,653.00
Annual All Product RP Hosting Fee Renewal	07/01/2016 - 06/30/2017	1	\$599.00	\$599.00
Quote Year 1 Subtotal			\$5,570.15	
Quote Year 2				

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9.2.9.

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Quote #: 1501829

AR Enterprise Real Time Subscription Renewal	07/01/2017 - 06/30/2018	423	\$5.85	\$2,474.55
STAR Early Literacy Enterprise Real Time Subscription Renew	07/01/2017 - 06/30/2018	222	\$3.80	\$843.60
STAR Reading Enterprise Real Time Subscription Renewal	07/01/2017 - 06/30/2018	435	\$3.80	\$1,653.00
Annual All Product RP Hosting Fee Renewal	07/01/2017 - 06/30/2018	1	\$599.00	\$599.00
Quote Year 2 Subtotal				\$5,570.15
Quote Year 3				
AR Enterprise Real Time Subscription Renewal	07/01/2018 - 06/30/2019	423	\$5.85	\$2,474.55
STAR Early Literacy Enterprise Real Time Subscription Renew	07/01/2018 - 06/30/2019	222	\$3.80	\$843.60
STAR Reading Enterprise Real Time Subscription Renewal	07/01/2018 - 06/30/2019	435	\$3.80	\$1,653.00
Annual All Product RP Hosting Fee Renewal	07/01/2018 - 06/30/2019	1	\$599.00	\$599.00
Quote Year 3 Subtotal				\$5,570.15
Rosedale Elementary School Subtotal				\$16,710.45
Applied Discounts				(\$2,630.94)
Rosedale Elementary School Total				\$14,079.51

Shasta Elementary School - 288592

Products & Services		Quantity	Unit Price	Total
Quote Year 1				
AR Enterprise Real Time Subscription Renewal	07/01/2016 - 06/30/2017	573	\$5.85	\$3,352.05
STAR Early Literacy Enterprise Real Time Subscription Renew	07/01/2016 - 06/30/2017	234	\$3.80	\$889.20
STAR Reading Enterprise Real Time Subscription Renewal	07/01/2016 - 06/30/2017	585	\$3.80	\$2,223.00
Annual All Product RP Hosting Fee Renewal	07/01/2016 - 06/30/2017	1	\$599.00	\$599.00
Quote Year 1 Subtotal				\$7,063.25
Quote Year 2				
AR Enterprise Real Time Subscription Renewal	07/01/2017 - 06/30/2018	573	\$5.85	\$3,352.05
STAR Early Literacy Enterprise Real Time Subscription Renew	07/01/2017 - 06/30/2018	234	\$3.80	\$889.20
STAR Reading Enterprise Real Time Subscription Renewal	07/01/2017 - 06/30/2018	585	\$3.80	\$2,223.00
Annual All Product RP Hosting Fee Renewal	07/01/2017 - 06/30/2018	1	\$599.00	\$599.00
Quote Year 2 Subtotal				\$7,063.25
Quote Year 3				
AR Enterprise Real Time Subscription Renewal	07/01/2018 - 06/30/2019	573	\$5.85	\$3,352.05
STAR Early Literacy Enterprise Real Time Subscription Renew	07/01/2018 - 06/30/2019	234	\$3.80	\$889.20
STAR Reading Enterprise Real Time Subscription Renewal	07/01/2018 - 06/30/2019	585	\$3.80	\$2,223.00
Annual All Product RP Hosting Fee Renewal	07/01/2018 - 06/30/2019	1	\$599.00	\$599.00

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Quote #: 1501829

Quote Year 3 Subtotal			\$7,063.25
Shasta Elementary School Subtotal			\$21,189.75
Applied Discounts			(\$3,395.22)
Shasta Elementary School Total			\$17,794.53
Sierra View Elementary School - 288201			
Products & Services	Quantity	Unit Price	Total
Quote Year 1			
AR Enterprise Real Time Subscription Renewal 07/01/2016 - 06/30/2017	587	\$5.85	\$3,433.95
STAR Early Literacy Enterprise Real Time Subscription Renew 07/01/2016 - 06/30/2017	210	\$3.80	\$798.00
STAR Reading Enterprise Real Time Subscription Renewal 07/01/2016 - 06/30/2017	599	\$3.80	\$2,276.20
Annual All Product RP Hosting Fee Renewal 07/01/2016 - 06/30/2017	1	\$599.00	\$599.00
Quote Year 1 Subtotal			\$7,107.15
Quote Year 2			
AR Enterprise Real Time Subscription Renewal 07/01/2017 - 06/30/2018	587	\$5.85	\$3,433.95
STAR Early Literacy Enterprise Real Time Subscription Renew 07/01/2017 - 06/30/2018	210	\$3.80	\$798.00
STAR Reading Enterprise Real Time Subscription Renewal 07/01/2017 - 06/30/2018	599	\$3.80	\$2,276.20
Annual All Product RP Hosting Fee Renewal 07/01/2017 - 06/30/2018	1	\$599.00	\$599.00
Quote Year 2 Subtotal			\$7,107.15
Quote Year 3			
AR Enterprise Real Time Subscription Renewal 07/01/2018 - 06/30/2019	587	\$5.85	\$3,433.95
STAR Early Literacy Enterprise Real Time Subscription Renew 07/01/2018 - 06/30/2019	210	\$3.80	\$798.00
STAR Reading Enterprise Real Time Subscription Renewal 07/01/2018 - 06/30/2019	599	\$3.80	\$2,276.20
Annual All Product RP Hosting Fee Renewal 07/01/2018 - 06/30/2019	1	\$599.00	\$599.00
Quote Year 3 Subtotal			\$7,107.15
Sierra View Elementary School Subtotal			\$21,321.45
Applied Discounts			(\$3,430.20)
Sierra View Elementary School Total			\$17,891.25
Wilson Elementary School - 288197			
Products & Services	Quantity	Unit Price	Total
Quote Year 1			
AR Enterprise Real Time Subscription Renewal 07/01/2016 - 06/30/2017	677	\$5.85	\$3,960.45
STAR Early Literacy Enterprise Real Time Subscription Renew 07/01/2016 - 06/30/2017	184	\$3.80	\$699.20

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Quote #: 1501829

STAR Reading Enterprise Real Time Subscription Renewal	07/01/2016 - 06/30/2017	685	\$3.80	\$2,603.00
Annual All Product RP Hosting Fee Renewal	07/01/2016 - 06/30/2017	1	\$599.00	\$599.00
Quote Year 1 Subtotal			\$7,861.65	
Quote Year 2				
AR Enterprise Real Time Subscription Renewal	07/01/2017 - 06/30/2018	677	\$5.85	\$3,960.45
STAR Early Literacy Enterprise Real Time Subscription Renew	07/01/2017 - 06/30/2018	184	\$3.80	\$699.20
STAR Reading Enterprise Real Time Subscription Renewal	07/01/2017 - 06/30/2018	685	\$3.80	\$2,603.00
Annual All Product RP Hosting Fee Renewal	07/01/2017 - 06/30/2018	1	\$599.00	\$599.00
Quote Year 2 Subtotal			\$7,861.65	
Quote Year 3				
AR Enterprise Real Time Subscription Renewal	07/01/2018 - 06/30/2019	677	\$5.85	\$3,960.45
STAR Early Literacy Enterprise Real Time Subscription Renew	07/01/2018 - 06/30/2019	184	\$3.80	\$699.20
STAR Reading Enterprise Real Time Subscription Renewal	07/01/2018 - 06/30/2019	685	\$3.80	\$2,603.00
Annual All Product RP Hosting Fee Renewal	07/01/2018 - 06/30/2019	1	\$599.00	\$599.00
Quote Year 3 Subtotal			\$7,861.65	
Wilson Elementary School Subtotal			\$23,584.95	
Applied Discounts			(\$3,832.86)	
Wilson Elementary School Total			\$19,752.09	

**This item is pro-rated for less than full year subscription period.

AGENDA ITEM: Warrant Authorization

Prepared by: Jaclyn Kruger, Director Fiscal Services

☒ Consent

Board Date May 18, 2016

☐ Information Only

☐ Discussion/Action

Background Information

Warrants in the amount of \$3,442,771.81 for the period April 13, 2016 through May 10, 2016 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

<u>Fund</u>	<u>Description</u>	<u>Check Count</u>	<u>Expensed Amount</u>
09	Charter Sch Spec Rev 3412	37	42,653.96
13	Cafeteria (3401)	62	165,204.18
22	Measure E (3429) 21 Cap Proj	9	457,986.30
24	Adv Auth of Cap Projs (3450)	1	5,452.47
25	Cap Fac State Cap (3408) 25-26	16	1,189,739.69
42	sp Res Rda-Cp thru (3427)40-43	2	1,497.00
76	Payroll Warrants	4	334,768.39
Total Number of Checks		629	3,450,876.41
Less Unpaid Sales Tax Liability			8,104.60-
Net (Check Amount)			<u>3,442,771.81</u>

AGENDA ITEM: Independent Contractor Agreements

Prepared by: Kevin Bultema

☒ Consent

Board Date May 18, 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.

AGENDA ITEM: Notice of Completion for Bidwell Modernization Increment 4

Prepared by: Julia Kistle, Director Facilities & Construction

☒ Consent

Board Date May 18, 2016

☐ Information Only

☐ Discussion/Action

Background Information

The Bidwell Modernization Project (Increment 4) was successfully completed on May 2, 2016. This project included technology upgrades in the existing science labs similar to the science labs at Chico Jr. High School and Marsh Jr. High School.

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 Measure E. All available State reimbursement will be pursued.

The proposed projects qualify as projects defined in the voter approved Measure E ballot language.

Additional Information

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

Recommendation

It is requested that the Board of Education authorize the Superintendent, or designee approve and execute the Notice of Completion for Bidwell Modernization Increment 4.

WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

DSA FILE NO. # 4-H2
DSA APPL NO. 02-113979
PROJECT NO. 61424-97

NOTICE OF COMPLETION

1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.
2. The FULL NAME of the OWNER is **CHICO UNIFIED SCHOOL DISTRICT.**
3. The FULL ADDRESS of the OWNER is **1163 EAST SEVENTH STREET, CHICO, CALIFORNIA, 95928-5999.**
4. The NATURE OF THE INTEREST or ESTATE of the undersigned is : **IN FEE**
5. A work of improvement on the property hereinafter described was COMPLETED on **May 2, 2016** and accepted by the Chico Unified School District on **May 18, 2016.**
6. The work of improvement completed is described as follows: **FURNISHING OF ALL LABOR, MATERIALS AND SERVICES FOR Modernization Increment 4 at Bidwell Jr. High FOR THE CHICO UNIFIED SCHOOL DISTRICT, CHICO, BUTTE COUNTY, CALIFORNIA.**
7. The NAME OF THE ORIGINAL CONTRACTOR for such work of improvement is
United Building Contractors, Incorporated, 275 Fairchild Avenue #106, Chico, CA 95973
8. The street address of said property is:
Bidwell Jr. High School, 2376 North Avenue, Chico, CA 95926
9. The property on which said improvement was completed in the **CITY OF CHICO, COUNTY OF BUTTE, STATE OF CALIFORNIA**, and described as follows:

ASSESSORS PARCEL NUMBER: 015-300-002-000

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

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

Date and Place Chico, CA

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

AGENDA ITEM: Architect Selection for Phase III Facilities Master Plan Project

Prepared by: Julia Kistle, Director of Facilities & Construction

☒ Consent

Board Date May 18, 2016

☐ Information Only

☐ Discussion/Action

Background Information

On December 9, 2015, the Board of Education directed staff to issue a Request for Qualifications (RFQ) in order to develop a pool of qualified architectural firms to begin programming and conceptual design services for Phase III Facilities Master Plan Projects.

A selection committee was established to evaluate the Statements of Qualifications (SOQ's) in response to the RFQ. This committee was comprised of the following individuals: Dr. Kathleen Kaiser-Board Vice President, Linda Hovey-Board Member, Kevin Bultema-Assistant Superintendent, Business Services, and Julia Kistle-Director of Facilities & Construction.

Twelve impressive SOQ's were received on January 22, 2016. On February 2, 2016 the committee met to discuss and evaluate each firm in order to develop a "short list" of firms to move on to the interview stage of the selection process. Six firms were selected to be interviewed: Darden Architects, DLR Group, Rainforth Grau Architects, Stafford King Wiese Architects, Nichols, Melburg & Rosetto Architects and Engineers, Lionakis Architects.

The selection interviews were held on March 7, 2016. The interview committee was comprised of the following individuals: Linda Hovey-Board Member, Dr. Kathleen Kaiser-Board Vice President, Maria Campos-CUSD Construction Manager, Lalanya Rothenberger, Construction Manager and Julia Kistle-Director of Facilities & Construction. The interviews were also attended by Kevin Bultema-Assistant Superintendent and Kim Jones-Butte College Facilities Director.

Utilizing the pool of firms from the selection process, the committee is recommending that the District enter into negotiations for Architectural Services for the Facilities Master Plan Phase III Projects.

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 Measure E. All available State reimbursement will be pursued. The proposed projects qualify as projects defined in the voter approved Measure E ballot language.

Recommendation

It is recommended that the Board of Education accept the architectural participant selected by the committee and grant staff the authority to enter into contracts for the identified project with the following firms:

Phase III Project	Architectural Firm
Marigold Elementary School & Loma Vista	Rainforth Grau Architects
Shasta Elementary School	Lionakis Architects
Neal Dow Elementary School	DLR Group

AGENDA ITEM: Chico High School Roof Repair, Phase II- Bid Approval

Prepared by: Julia Kistle, Director Facilities & Construction
John Carver, Director Maintenance & Operations, Transportation

☒ Consent

Board Date May 18, 2016

☐ Information Only

☐ Discussion/Action

Background Information

District staff has been aware of two roof structure issues on the Chico High School Campus and has actively monitored these issues for several years. On March 26, 2014 the Board authorized Nichols Melburg and Rosetto Architects & Engineers to develop project plans to correct these structural issues. The first roof structure issue, Phase I, was completed the summer of 2015.

On April 22, 2016 Staff issued an informal bid notice for Phase II of the Roof Repair. We received three bids for this project. They are as follows:

United Building Contractors	\$178,726.00
REM Construction	\$187,918.00
Ginno Construction, Inc.	\$235,707.00

Educational Implications

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

Fiscal Implications

The source of funding for this project is Routine Restricted Maintenance Funds, Fund 41.

Recommendation

It is requested that the Board of Education authorize the Superintendent or designee to enter into an agreement with the lowest responsive bidder, United Building Company, Inc., for the Roof Repair, Phase II project at Chico High School.

AGENDA ITEM: **California Clean Energy Act-Proposition 39
Chiller Replacement at Little Chico Creek Bid Approval**

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

☒ Consent

Board Date May 18, 2016

☐ Information Only

☐ Discussion/Action

Background Information

In accordance with the Expenditure Plan approved by the California Energy Commission, the District intends to replace the chiller at the Little Chico Creek.

On April 14, 2016 the Facilities Department issued an informal bid notice for the Chiller Replacement Project. The following bid was received on May 6, 2016:

Contractor	Bid Amount
United Building Contractors, Inc.	\$249,679

Educational Implications

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

Fiscal Implications

This project will be funded by Proposition 39 Clean Energy Act funds.

Recommendation

It is recommended that the Board of Education authorize the Superintendent or designee to enter into an agreement with United Building Contractors, Inc. in order to complete this work over the summer.

AGENDA ITEM: CTE Grant Reimbursement – CHS Addition to Williams Theater 2010

Prepared by: Julie Kistle, Director Facilities & Construction

☒ Consent

Board Date May 18, 2016

☐ Information Only

☐ Discussion/Action

Background Information

In 2010-2011 Chico Unified School District (CUSD) received a matching apportionment in the amount of \$963,223 for use at Chico High School for modernization of the Arts, Media, and Entertainment Industry Career Technical project. CUSD issued Summary of Project Financing and Expenditures (SPFE) dated December 21, 2015 indicating the project has been completed and considered closed. SPFE letter reflected a cost savings of \$227,813 of which \$113,907 was to be returned to the State per School Facility Program (SFP) Regulation Section 1859.199 "an applicant district may not retain savings realized by a Career Technical Education Facilities Project."

At the April 20, 2016 State Allocation Board meeting, the CUSD SFP Application Number 59/61424-00-001 was closed with approved resolution requiring \$113,907 to be remitted to Office of Public School Construction (OPSC) by June 19, 2016.

In summary, CUSD saved money on the project and must split the savings 50/50 with the State.

Educational Implications

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

Fiscal Implications

Reimbursement of 50% of the project cost savings in the amount of \$113,907 will be paid out of Fund 35 to the Office of Public School Construction (OPSC) by June 19, 2016.



Governor Edmund G. Brown Jr.

April 28, 2016

Mr. Kevin Bultema
District Representative
Chico Unified School District
1163 East Seventh Street
Chico, CA 95928



Dear Mr. Bultema:

At the April 20, 2016 State Allocation Board (SAB) meeting, the SAB closed out School Facility Program (SFP) Application Number 59/61424-00-001. Regulation Section 1859.199 states "an applicant district may not retain savings realized by a Career Technical Education Facilities Project." The District has concurred with the findings and agrees to return the State funds in the amount of \$113,907.00. Additionally, Regulation Section 1859.106 requires that the district submit payment within 60 days of the SAB action. If the funds are not received, Office of Public School Construction (OPSC) will instruct the State Controller to offset the amount owed from the School Fund Apportionment.

The approved resolution requires the amount of \$113,907.00 to be remitted to OPSC. If OPSC does not receive \$113,907.00 by **June 19, 2016** the State Controller will be instructed to offset \$113,907.00 from the Chico Unified School District School Fund Apportionment.

Please submit your payment of \$113,907.00 by **June 19, 2016** to:

**Department of General Services
Office of Public School Construction
707 3rd Street 6th Floor
West Sacramento, CA 95605
Attention: Accounting**

Should you have any questions, please contact me at sasikala.vedanarayanan@dgs.ca.gov or (916) 375-4002.

Sincerely,

A handwritten signature in blue ink, appearing to read "V. Sasikala", is located below the word "Sincerely,".

Sasikala Vedanarayanan
Senior Accounting Officer
Office of Public School Construction

Cc: Accounting (A/R)-file

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

9.4.1.
Page 1 of 1

DATE: May 18, 2016
MEMORANDUM TO: Board of Education
FROM: Kelly Staley, Superintendent
SUBJECT: Certificated Human Resources Actions

Leave Requests

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Comment</u>
Carlsen, Cynthia	Elementary	8/16/16-6/07/17	0.5 FTE Personal (Changed from .4 FTE)
Castaneda, Joana	Elementary	8/16/16-11/8/16	0.6 FTE Child Bonding
Castaneda, Joana	Elementary	11/09/16-06/07/17	0.6 FTE Child Care
Christophel, Sarah	Elementary	5/17/16-6/02/16	1.0 FTE Child Bonding
Christophel, Sarah	Elementary	8/16/16-6/07/17	0.2 FTE Child Care
Fitzstevens, Naomi	Elementary	5/3/16-6/02/16	1.0 FTE Child Bonding
Gagne, Michelle	Elementary	8/16/16-6/07/17	0.5 FTE Child Care (Changed from .6 FTE)
Graham, Sandy	Elementary	8/16/16-6/07/17	0.2 FTE Personal (STRS Reduced Workload)
Knecht, M. Jan	Elementary	8/16/16-6/07/17	0.5 FTE Personal (STRS Reduced Workload) (Changed from .4 FTE)
Leffler, Danielle	Secondary	8/16/16-6/07/17	0.2 FTE Personal
McWilliams, Cari	Special Education	5/01/16-5/25/16	1.0 FTE Child Bonding
Murad, Louise	Elementary	8/16/16-6/07/17	0.5 FTE Personal (STRS Reduced Workload)
Peacock, Michaelle	Psychologist	7/1/16-6/30/17	0.6 FTE Child Care
Rollins, Rahlna	Secondary	8/16/16-6/07/17	0.4 FTE Personal
Willard, Tamara	Elementary	8/16/16-6/07/17	1.0 FTE Child Care
Wolfsberger, Janelle	Elementary	8/16/16-6/07/17	1.0 FTE Personal

Retirements/Resignations

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Comment</u>
Adamian, Annie	Secondary	6/6/2016	Resignation
Anderson, Frances	Secondary	6/3/2016	Retirement
Barrett, Elizabeth	Elementary	6/3/2016	Retirement
Bean, Judith	Elementary	6/3/2016	Retirement
Bender, Daryl	Elementary	6/3/2016	Retirement
Bowman, Dayna	Elementary	6/3/2016	Retirement
Delgado, Susan	Secondary	6/06/2016	Retirement
Dickman, Kelsey	Secondary	4/26/2016	Resignation
Edwards, Mary	Elementary	6/3/2016	Retirement
Findlay, Denise	Elementary	6/3/2016	Retirement
Ford, Janet	Elementary	6/6/2016	Retirement
Gomes, Courtney	Speech	6/3/2016	Resignation
Henkel, Anne	Secondary	6/3/2016	Retirement
Imes, Mary	Elementary	6/3/2016	Retirement
Jensen, Sarah	Special Education	6/3/2016	Retirement
Jorgensen, Laura	Counselor	6/2/2016	Resignation
Kohen, Kay	Secondary	7/1/2016	Retirement
McMahon, Jan	Special Education	6/3/2016	Retirement
Serrato, Linda	Elementary	6/3/2016	Retirement

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

9.4.2.
Page 1 of 2

DATE: May 18, 2016
MEMORANDUM TO: Board of Education
FROM: Kelly Staley, Superintendent
SUBJECT: Classified Human Resources Actions

ACTION NAME	CLASS/LOCATION/ASSIGNED HOURS	EFFECTIVE	COMMENTS
APPOINTMENT			
Belcher, Brenda	LT Sr Custodian/FVHS/8.0	6/2/2016-6/30/2016	During Absence of Incumbent
Davis, Jordan	Custodian/PVHS/8.0	4/18/2016	Vacated Position
Goodwin, Jr, Wayne	Cafeteria Assistant/BJHS/2.0	4/25/2016	Vacated Position
Greenwalt, Sean	School Bus Driver-Type 2/Transportation/5.3	5/9/2016	Vacated Position
Hoff, Amy	Office Asst Elementary Attendance/ McManus/6.0	5/9/2016	Vacated Position
Jessen, Kerry	IA-Special Education/Shasta/1.0	5/2/2016	Vacated Position
John, Jacob	Cafeteria Assistant/PVHS/2.0	4/25/2016	Vacated Position
McCaffrey, Alexander	Cafeteria Assistant/MJHS/2.0	4/25/2016	Vacated Position
Rambach, Dawn	Cafeteria Assistant/Parkview/2.5	4/25/2016	Vacated Position
Rios, Maria	IA-Bilingual/Citrus/4.0	5/2/2016	Vacated Position
Sandoval, James	Cafeteria Assistant/Shasta/2.3	4/25/2016	Vacated Position
Trammel, Alicia	Campus Supervisor/MJHS/2.0	4/25/2016	Vacated Position
Wallace, Diana	Instructional Assistant/Chapman/1.3	5/9/2016	Vacated Position
PROMOTION			
Dugan, Jeanne	LT Cafeteria Cook Small School/Sherwood/4.0	4/16/2016-6/8/2016	New LT Position
LEAVE OF ABSENCE			
Hanson, Effie	IPS-Healthcare/Parkview/6.0	5/9/2016	Early Return form LOA
Rodgers, Laura	IPS-Classroom/Loma Vista/6.0	4/28/2016-5/25/2016	Per CBA 5.3.3
Rosales Garcia, Edgar	Baker Assistant/Bakery/3.0 & 4.0	4/18/2016-6/2/2016	Per CBA 5.2.9
Slapar, Milena	IPS-Healthcare/PVHS/6.0	6/3/2016-6/30/2016	Per CBA 5.1
RESIGNATION/TERMINATION			
Aicega, Dianna	Parent Classroom Aide-Restr/Marigold/2.0 & 1.0	6/2/2016	Restricted Released
Cain, Sara	IA-Special Education/PVHS/5.0	6/2/2016	PERS Retirement
Cain, Sara	IA-Special Education/BJHS/1.4	6/2/2016	PERS Retirement
Cavanaugh, Constance	Director-Fiscal Services/Business Svcs/8.0	5/10/2016	Voluntary Resignation
Flasch-Wilson, Jennifer	Parent Classroom Aide-Restr/LCC/2.0 & 1.0	4/28/2016	Voluntary Resignation
Grap, Gail	Instructional Assistant/McManus/3.0 & 1.0	7/14/2016	PERS Retirement
Hayes, Ann	IA-Special Education/BJHS/5.0 & 1.0	6/2/2016	PERS Retirement
Hogan, Frances	IA-Special Education/BJHS/5.4 & 1.4 & .9	6/30/2016	PERS Retirement
Jessen, Kerry	IA-Special Education/Shasta/4.0	6/2/2016	PERS Retirement
Jessen, Kerry	IA-Special Education/Shasta/1.0	6/2/2016	PERS Retirement

Johnson, Linda	Health Assistant/CHS/8.0	7/13/2016	PERS Retirement
Logue, Rebecca	IA-Special Education/McManus/5.0 & 1.0	5/31/2016	PERS Retirement
Meza, Maja	Parent Classroom Aide-Restr/McManus/3.5 & 1.5	6/2/2016	Restricted Released
Mino, Mary	Parent Classroom Aide-Restr/Sierra View/ 2.0 & 1.5 & .5	6/2/2016	Restricted Released
Olio, Paula	Instructional Assistant/Neal Dow/4.0 & 2.0	6/2/2016	PERS Retirement
Thomas, Kristen	Parent Classroom Aide-Restr/Sierra View/2.0 & 1.5	6/2/2016	Voluntary Resignation
Wahl, Sheila	Parent Classroom Aide-Restr/LCC/2.0	6/2/2016	Restricted Released
Watts, Stacey	Parent Classroom Aide-Restr/Marigold/2.0	6/2/2016	Restricted Released
Woodruff, Tyler	Cafeteria Assistant/CJHS/1.5	6/2/2016	Voluntary Resignation

AGENDA ITEM: PVHS ACE-LIFE Mentor Program

Prepared by: David McKay

☐ Consent

Board Date 5/18/16

☒ Information Only

☐ Discussion/Action

Background Information

The upcoming school year, 2016-17, marks the 20th anniversary of the ACE-LIFE Academy at Pleasant Valley High School—and the 10th anniversary of the academy's HERO program. PVHS teacher Laura Dietle would like to take this opportunity to acknowledge the extensive involvement of the HERO mentors listed on the attached document. Each mentor provides 48 hours of job shadowing experience for our students, in addition to service learning and community service opportunities.

Educational Implications

ACE-LIFE students/ educational experience is greatly enriched by their time in the academy and by the many hours donated by the HERO mentors.

Fiscal Implications

None.

The upcoming school year, 2016-2017, marks the 20th anniversary of the ACE-LIFE Academy at Pleasant Valley High School, and the 10th anniversary of the academy's HERO program. I would like to take this opportunity to acknowledge the extensive involvement of the HERO mentors listed below. Each of them provides 48 hours of job shadowing experience for our students, in addition to service learning and community service opportunities.

- **Enloe Hospital:** Ambulance, Inpatient Rehabilitation and Outpatient Physical Therapy, Respiratory Therapy, Radiology, Definitive Care, Surgical Care, Medical Neuro Cancer Center, ICU, Coronary Care Unit, Mother Baby Care Center, Lift Team
- **Chico Fire and Rescue:** Station 1: Ladders, Station 2: Technical Rescue Operations, Station 3: ARFF Training, Station 4: Wildland Operations, Station 5: Firehose Operations, Station 6: Simulated Rescue
- **Chico Police Department:** Animal Control, VIPS, Records, Dispatch, Detectives
- **Cal Fire - Station 42**
- **Department of Fish and Wildlife**
- **Butte Humane Society**
- **CSU Chico Autism Clinic**
- **InMotion Fitness**
- **ARC**
- **Bidwell Junior High**
- **Marsh Junior High**

Additionally, the ACE-LIFE Careers with Kids mentor sites listed below contribute 120 hours of work-based learning experience for our 11th and 12th grade students:

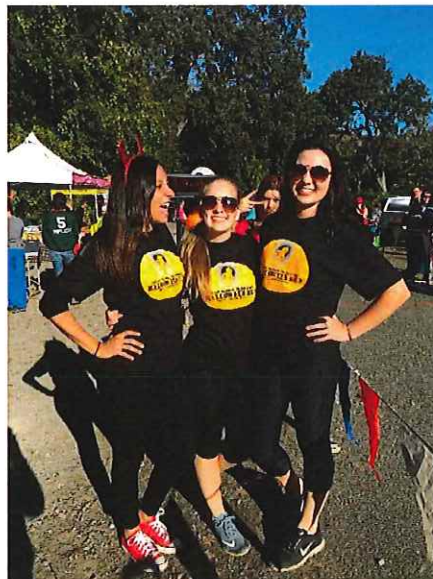
- Smart Start Preschool,
- Innovative Preschool,
- Loma Vista,
- Marigold Elementary School,
- Pleasant Valley High School – Special Education

As a result of these community partnerships, all ACE-LIFE students reciprocate, with gratitude, by volunteering much of their time and energy through:

- Chico Walks for Autism
- Special Olympics of Butte County
- Marigold School Carnival
- Dispatcher Appreciation Day Public Safety Fair
- North Valley Fire, Health and Safety Expo
- Pleasant Valley High School Veteran's Awareness Day
- Butte County Behavioral Health Impact Mentoring
- Enloe Hospital Junior Volunteers
- Shady Creek Environmental Camp Counselors
- Jesse Kohen Memorial Run
- Field trip assistants
- Adopt-A-Family

It has been my great pleasure to partner with supportive, dedicated, professional community members for the past 20 years. If you come in contact with any member of these organizations, please thank them for the myriad opportunities they have given to Chico Unified students.

Sincerely, ~ Laura Dietle, ACE-LIFE Academy director/mentor coordinator, Instructor: HERO 11, 12 and Careers with Kids



AGENDA ITEM: Progress Report for Elementary School Counseling Grant

Prepared by: Scott Lindstrom, Coordinator

☐ Consent

Board Date May 18, 2016

☒ Information Only

☐ Discussion/Action

Background Information

Chico Unified School District was awarded a three-year Elementary School Counseling Grant in August 2014, in the total amount of \$1.185 million. The grant currently funds 3.8 FTE elementary school counselors, as well as coordinator time, training, and supplies for the program at Hooker Oak, Little Chico Creek, McManus, and Neal Dow Elementary Schools. The overarching goals for the grant are to improve school climate, enhance student and parent engagement, support student well-being, and address barriers to learning. More specifically, the grant services are intended to improve student behavior, reduce suspensions/expulsions, and reduce chronic absenteeism. A framework for addressing the goals utilizes Positive Behavior Interventions and Supports (PBIS) and Multi-Tiered Systems of Support (MTSS). Counselors expand and complement the services currently provided by our elementary guidance specialists and targeted case managers.

Tier 1 services include fully implementing PBIS on a schoolwide and classroom basis by defining clear behavioral expectations, teaching these expectations, and providing frequent, ongoing positive recognitions when the behaviors are exhibited. Tier 1 is further developed to include the provision of Social-Emotional Learning and bullying prevention lessons in all 4th-6th grade classes. During 2015-16, site teams participated in four days of PBIS training and plan development.

Tier 2 services include targeted interventions for students. Interventions include small group supports for relationships skills, emotion management, and life transitions, as well as short-term individual counseling or "Check In, Check Out". Priority consideration for services is given to students in the targeted demographic subgroups in the CUSD LCAP.

Tier 3 services include intensive supports for students having the most significant emotional and behavioral concerns. Family/parent engagement is an additional Tier 3 focus addressed by counselors and targeted case managers. Priority consideration for services is given to students in the targeted demographic subgroups in the CUSD LCAP.

Educational Implications

Grant goals and services are aligned with LCAP Goal 3 (Support High Levels of Student Achievement), Goal 4 (Provide Opportunities for Meaningful Parent Involvement and Input), and Goal 5 (Improve School Climate).

Fiscal Implications

Grant funding will continue through 2016-17.

CHICO UNIFIED SCHOOL DISTRICT

Elementary School Counseling Grant 2014-17

Multi-Tiered Systems of Support

School-wide Positive Behavior Supports

School Climate Supports

*Classroom Social-Emotional Learning
and Bullying Prevention*

Direct Student Interventions and Supports

Parent Outreach, Support, Networking

CHICO USD ELEMENTARY SCHOOL COUNSELING GRANT 2014-17

SUMMARY OF SERVICES

OVERVIEW

- Establish Multi-Tiered System of Supports
 - Includes team to triage support services for students
 - Behavioral RTI
- Grant funds staffing, training, and evaluation
- Four sites: Hooker Oak, Little Chico Creek, McManus, Neal Dow
- Complements current services provided by Elementary Guidance Specialists

1. TIER 1 – School- and District-wide Prevention

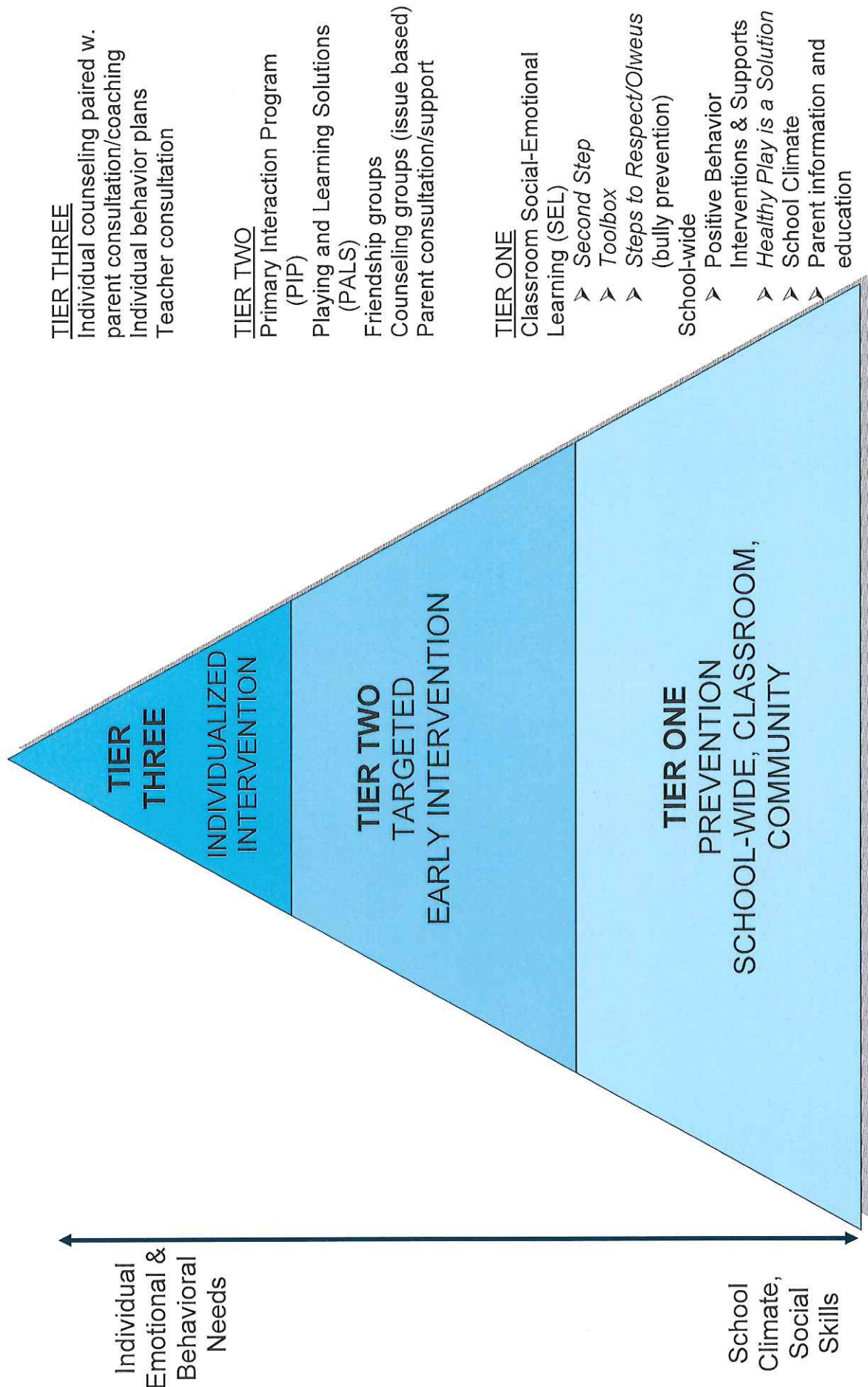
- a. School-wide Positive Behavior Interventions and Supports (PBIS)
- b. School-wide social-emotional learning (SEL) activities
 - i. Counselors/Guidance aides facilitate classroom SEL activities – grades K-6
- c. District and site bully prevention/intervention team
- d. Playground behavior supports
- e. Parent information and education; collaborate with other resources

2. TIER 2 – mild-moderate risk, moderate intensity services

- a. Small group counseling with counselor (4-6) and guidance aides (K-3)
 - i. Social skills, life transition issues, conflict/anger management
 - ii. Can include service-learning/restorative practices component for student participants
- b. Individual PIP with guidance aide (K-3)
- c. Parent support/conferences with school counselor two sessions (pre-post)
- d. Services available during and after school

3. TIER 3 – highest risk, high intensity services

- a. Individual counseling to address crisis or high-risk, high-needs behaviors – (grades K-6)
- b. Parent support/coaching conferences with school counselor 3 sessions
- c. Counselor to consult with teacher regarding issues, strategies
- d. Behavior plans developed as appropriate



CHICO USD ELEMENTARY STUDENT SUPPORT GUIDANCE AND COUNSELING GRANTS

COUNSELOR STAFFING AND PROGRAM SERVICE OBJECTIVES:

1. Counselor staffing (tentative)

- a. Hooker Oak: 0.8-1.0 FTE
- b. Little Chico Creek: 1.0 FTE
- c. McManus: 0.8 FTE
- d. Neal Dow: 0.8-1.0 FTE

2. Serve 100% of TK-6 students and school community with ongoing Tier 1 activities

- a. Hooker Oak – enrollment 9/14: 358 (4th-6th: 135)
- b. Little Chico Creek – enrollment 9/14: 535 (4th-6th: 230)
- c. McManus – enrollment 9/14: 520 (4th-6th: 225)
- d. Neal Dow – enrollment 9/14: 385 (4th-6th:)

3. Serve 10% of 4-6 students with Tier 2 Interventions

- a. Hooker Oak: 14/yr*
- b. Little Chico Creek: 23/yr
- c. McManus: 23/yr
- d. Neal Dow: 15/yr*

*will be increased based upon staffing level

4. Serve 3-5% of TK-6 students with Tier 3 Interventions

- a. Hooker Oak: 11-18*/year
- b. Little Chico Creek: 16-27/yr
- c. McManus: 23/yr
- d. Neal Dow: 12-19*/yr

*will be increased based upon staffing level

5. Establish/expand parent outreach, support, training

6. Establish data-driven referral process utilizing screener and selection team

- a. Behavioral RTI
- b. Systematic triage and referral system

TRAINING

1. **Positive Behavior Interventions and Supports (PBIS)**
 - a. Multi-Tiered Systems of Support
 - b. Site level teams of 6-8
 - c. 4 days training first year, 3 days each in years 2 and 3
 - d. Ongoing site team meetings
 - e. Develops a sustainable, data- and evidence-driven **system**
 - i. SWIS data collection system
 - ii. Identify resources, strengths and gaps
 - iii. Identify and develop plans to implement the missing interventions
2. ***Healthy Play is a Solution*** for program staff and interested site staff
 - a. One day per year
 - b. Available for teaching, admin, support, classified
3. **SEL: Toolbox, Second Step, Olweus**
4. **Other** – have option to customize per our needs
 - a. Staff/parent training and support
 - b. Nurtured Heart Approach (only cost would be subs for release)
 - c. Trauma, ACEs, MH issues, YMHFA
 - d. Teams guide implementation and ongoing program development

EVALUATION

1. WSI - Behavior rating scale completed by teacher for all students in class K-6
 - a. Required by grant two times/year (Sept/May)
 - b. Serves as screener for selection of students for counseling/guidance services
 - c. Serves as measure of schoolwide behavior change
2. Individual pre-post-service behavior rating scales for Tier 2-3 participants (WMS)
3. Office disciplinary referrals
4. School attendance
5. Raw service data (# students served, # sessions)
6. School climate and bullying survey: parents, school staff, students (annual)
7. Suspensions

AGENDA ITEM: Final Updated CUSD Facilities Master Plan Update

Prepared by: Julia Kistle, Director Facilities & Construction

☐ Consent

Board Date May 18, 2016

☐ Information Only

☒ Discussion/Action

Background Information

Section 8 of the Facilities Master Plan (FMP), "CUSD Evaluation Plan", recommends a periodic evaluation of enrollment projections, educational program changes, project cost estimates and implementation phases. In January, the District hired IEP2 to evaluate and update the current FMP.

Additional Information

On April 20, 2016 the Board reviewed an updated draft of the FMP presented by IEP2. Tonight IEP2 will present the final updated FMP.

Educational Implications

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

Fiscal Implications

The Revised Facilities Master Plan will be funded with Measure E.

Recommendation

It is requested that the Board of Education approve the updated Chico Unified School District Facilities Master Plan.

AGENDA ITEM: **Public Hearing/Information on the Evaluation Potential Acquisition; and
a) Adoption of Resolution No. 1334-16 Resolution Evaluation Real Property
in Accordance with School Site Selection Standards and Approving the
Acquisition of Real Property**

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

☐ Consent

Board Date May 18, 2016

☐ Information Only

☒ **PUBLIC HEARING Discussion/Action**

Background Information

The Chico Unified School District ("District") proposes to acquire real property located at 193 Leora Court, Chico, California, County of Butte identified as Assessor's Parcel Number 006-220-008 ("Property"), as further described in **Exhibit A**.

The District has selected the Property for future use, including the potential use for an addition to an adjacent District school site.

The owners of the Property, Dee Ann Newton and Thomas L. Horchler are currently under contract to sell the Property to the District pursuant to the terms, conditions and covenants set forth in the Purchase and Sale Agreement ("Agreement"), a copy of which is attached as **Exhibit B**.

California Education Code Section 17211 requires, prior to acquiring real property for a new school site or for addition to an existing school site, that the Board of Education of a school district shall evaluate the property at a public hearing using site selection standards established by the State Department of Education.

Notice that the District will hold a public hearing in accordance with Education Code Section 17211 was provided to the public within a reasonable period of time prior to the date of the hearing and the public was given the opportunity to comment on the conformity of the proposed school site with the State Department of Education site selection standards at the public hearing.

There is no substantial evidence before the Board of Education that the proposed site conflicts with the State Department of Education site selection standards.

Educational Implications

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

Fiscal Implications

The property purchase will be paid out of Developer Fees.

Recommendation

Authorize the District Superintendent, or designee, to execute the Agreement, comply with the terms of the Agreement, execute a Certificate of Acceptance of the grant deed to the Property, secure appropriate policy(ies) of title insurance, and take any and all other steps that may be necessary or convenient to complete the acquisition of the Property, all in accordance with the Agreement.

AGENDA ITEM: **Resolution No. 1334-16 Resolution Evaluation Real Property
in Accordance with School Site Selection Standards and Approving the
Acquisition of Real Property**

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

☐ Consent

Board Date May 18, 2016

☐ Information Only

☒ Discussion/Action

Background Information

The Chico Unified School District ("District") proposes to acquire real property located at 193 Leora Court, Chico, California, County of Butte identified as Assessor's Parcel Number 006-220-008 ("Property"), as further described in **Exhibit A**.

The District has selected the Property for future use, including the potential use for an addition to an adjacent District school site.

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Notice that the District will hold a public hearing in accordance with Education Code Section 17211 was provided to the public within a reasonable period of time prior to the date of the hearing and the public was given the opportunity to comment on the conformity of the proposed school site with the State Department of Education site selection standards at the public hearing.

There is no substantial evidence before the Board of Education that the proposed site conflicts with the State Department of Education site selection standards.

Educational Implications

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

Fiscal Implications

The property purchase will be paid out of Developer Fees.

Recommendation

Authorize the District Superintendent, or designee, to execute the Agreement, comply with the terms of the Agreement, execute a Certificate of Acceptance of the grant deed to the Property, secure appropriate policy(ies) of title insurance, and take any and all other steps that may be necessary or convenient to complete the acquisition of the Property, all in accordance with the Agreement.

RESOLUTION NO. 1334-16

**RESOLUTION EVALUATING REAL PROPERTY
IN ACCORDANCE WITH SCHOOL SITE SELECTION STANDARDS AND
APPROVING THE ACQUISITION OF REAL PROPERTY**

WHEREAS, the Chico Unified School District ("District") proposes to acquire certain real property located at 193 Leora Court, Chico, California, County of Butte identified as Assessor's Parcel Number 006-220-008 ("Property"), as further described in **Exhibit A** attached hereto and incorporated herein by this reference; and

WHEREAS, the District has selected the Property for future use, including the potential use for an addition to an adjacent District school site ("Project"); and

WHEREAS, the owners of the Property, Dee Ann Newton and Thomas L. Horchler are currently under contract to sell the Property to the District pursuant to the terms, conditions and covenants set forth in the Purchase and Sale Agreement ("Agreement"), a copy of which is attached hereto as **Exhibit B**; and

WHEREAS, California Education Code Section 17211 requires, prior to acquiring real property for a new school site or for addition to an existing school site, that the Board of Education of a school district shall evaluate the property at a public hearing using site selection standards established by the State Department of Education; and

WHEREAS, notice that the District will hold a public hearing in accordance with Education Code Section 17211 was provided to the public within a reasonable period of time prior to the date of the hearing; and

WHEREAS, the public was given the opportunity to comment on the conformity of the proposed school site with the State Department of Education site selection standards at the public hearing; and

WHEREAS, there is no substantial evidence before the Board of Education that the proposed site conflicts with the State Department of Education site selection standards; and

WHEREAS, this Resolution sets forth the basis, following a public hearing, of the suitability of the Property for the Project; and

WHEREAS, upon approval of this Resolution, the Superintendent of the District, or her designee, is authorized to approve the Agreement, and take other actions necessary or convenience to complete the purchase of the Property, including acceptance of the Property at the Close of Escrow as defined in the Agreement.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE CHICO UNIFIED SCHOOL DISTRICT FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

SECTION 1. The Board of Education ("Board") adopts the foregoing recitals as true and correct.

SECTION 2. Following the public hearing on site suitability and site selection standards established by the State Department of Education, the Board makes the findings for approval of the Property pursuant to the California Education Code, relevant provisions of the California Code of Regulations, and other relevant law, which findings are set forth in **Exhibit C** attached hereto, and which are incorporated herein by this reference.

SECTION 3. The Board of Education hereby approves the Agreement and acquisition of the Property.

SECTION 4. The District Superintendent, staff, and consultants are authorized and directed to take all steps necessary or convenient to complete the purchase of the Property in accordance with the Agreement.

SECTION 5. The District Superintendent, or her designee, is authorized and directed to execute the Agreement, comply with the terms of the Agreement, execute a Certificate of Acceptance of the grant deed to the Property, secure appropriate policy(ies) of title insurance, and take any and all other steps that may be necessary or convenient to complete the acquisition of the Property, all in accordance with the Agreement.

SECTION 6. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Education of the Chico Unified School District at its meeting held on _____, 2016, as follows:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

President, Board of Education
Chico Unified School District

Attest:

Secretary, Board of Education
Chico Unified School District

EXHIBIT A

Property Parcel No. 006-220-008

Legal Description of APN: 006-220-008

A portion of the East half of the Northeast quarter of Section 8, Township 22 North, Range I East, M.D.B. & M., and more particularly described as follows:

Beginning at the Northerly comer of the Shasta Union School District, property as described in Deed recorded October 22, 1922 in Book 178 of Deeds, at Page 360, records of Butte County, California, which point lies in the centerline of Hicks Lane; thence from said point of beginning, North 66° 00' 00" East, 135.91 feet along the centerline of Hicks Lane, to the TRUE POINT OF BEGINNING for the herein described property; thence from said TRUE POINT OF BEGINNING South 24° 00' 00" East a distance of 20.00 feet; thence South 51° 34' 00" East, a distance of 44.10 feet; thence South 31° 30' 00" East, 276.62 feet; thence North 58° 30' 00" East, a distance of 97.73 feet; thence North 31° 30' 00" West, a distance of 323.36 feet to a point in the centerline of Hicks Lane; thence South 66° 00' West, along said centerline a distance of 111.21 feet to the TRUE POINT OF BEGINNING.

EXHIBIT B

Purchase and Sale Agreement

EXHIBIT C

Property Findings

The Chico Unified School District ("District") Board of Education ("Board") finds as follows:

1. **Findings pursuant to California Code of Regulations (CCR), Title 5, Section 14010**

- 1.1. **Finding:** (CCR 14010(a)). Taking into account the allowances for sizing of school sites in developed urban or suburban areas, the net useable acreage and enrollment for the potential additional to the existing school site or other school use shall create the potential of moving the existing, undersized school site closer to satisfying the requirements set forth in the "Guide to School Site Analysis and Development" (2000 Edition) published by the State Department of Education.
- 1.2. **Finding:** (CCR 14010(c)). The Property is a sufficient distance from the edge of any existing electrical transmission lines easements: that is, at least 100 feet from a 50-133kV line, 150 feet from a 220-230 kV line, and 30 feet from the 500-550 kV line.
- 1.3. **Finding:** (CCR 14010(d)). The Property is sufficient distance from the nearest existing railroad track easement that it poses no significant personal injury or property damage risk on the school site in the event of a derailment of other disaster.
- 1.4. **Finding:** (CCR 14010(e)). The Property is located near a road or freeway and site-related traffic and sound level studies have determined that sound levels can be mitigated during the design phase or construction of any future school facility such that there will be no safety problems or sound levels which adversely affect the educational program.
- 1.5. **Finding:** (CCR 14010(f)). The Property does not contain an active earthquake fault or fault trace (pursuant to Education Code sections 17212 and 17212.5).
- 1.6. **Finding:** (CCR 14010(g)). The Property is not within an area of flood or damn flood inundation unless the cost of mitigating the flood or inundation impact is reasonable (pursuant to Education Code section 17212 and 17212.5).
- 1.7. **Finding:** (CCR 14010(h)). The Property is not located near an above-ground water or fuel storage tank within 1,500 feet of the easement of an above ground or underground pipeline that can pose a safety hazard as determined by a risk and analysis study, conducted by a competent professional, which may include certification from a local public utility commission.

- 1.8. **Finding:** (CCR 14010(i)). The Property is not subject to moderate to high liquefaction of landslides.
- 1.9. **Finding:** (CCR 14010(j)). The Property has the proportionate length to width ratio to be able to allow for plans to be developed that can accommodate future building layout, parking and/or play field that can be safely supervised and that would not exceed the allowed passing time to classes for the District.
- 1.10. **Finding:** (CCR 14010(k)). The Property is easily accessible from arterial roads and shall allow minimum peripheral visibility from the planned driveway and access road in accordance with the Sight Distance Standards established in the "Highway Design Manual," published by the Department of Transportation.
- 1.11. **Finding:** (CCR 14010(l)). The Property is not located on major arterial streets with a heavy traffic patterns.
- 1.12. **Finding:** (CCR 14010(m)). Existing or proposed zoning of the surrounding properties is compatible with schools in that it would not pose a potential health or safety risk to students or staff in accordance with Education Code section 17213 and Government Code section 65402 and available studies of traffic surrounding the site.
- 1.13. **Finding:** (CCR 14010(n)). The Property is located within the proposed attendance area; the District seeks to encourage students walking and avoid extensive bussing unless bussing is used to promote ethnic diversity.
- 1.14. **Finding:** (CCR 14010(o)). The Property selection does not limit the development of plans that can promote joint use of parks, libraries, museums and other public services.
- 1.15. **Finding:** (CCR 14010(p)). The Property is conveniently located for public services including but not limited to fire protection, police protection, public transit and trash disposal.
- 1.16. **Finding:** (CCR 14010(q)). The District has considered environmental factors of light, wind, noise aesthetics, and air pollution.
- 1.17. **Finding:** (CCR 14010(r)). The District has verified that there are no easements on or adjacent to the Property that would restrict access or building placement.
- 1.18. **Finding:** (CCR 14010(s)). The District has considered the following factors in the site selection process and has concluded that these factors will not result in undue delays or unreasonable costs consistent with State Allocation Board standards:

- 1.18.1. Distance of utilities to the Property, and the availability and affordability of bringing utilities to the Property.
 - 1.18.2. Site preparation including grading, drainage, demolition, hazardous cleanup, including cleanup of indigenous material such as serpentine rock, and off-site development of streets, curbs, gutters and lights.
 - 1.18.3. Eminent domain, relocation costs, severance damage, title clearance and legal fees.
 - 1.18.4. Long-term high landscaping or maintenance costs.
 - 1.18.5. Existence of any wildlife habitat that is on a protected or endangered species list maintained by any state or federal agency, existence of any wetlands, natural waterways, or areas that may support migratory species, or evidence of any environmentally sensitive vegetation.
- 1.19. **Finding:** (CCR 14010(t)). The site is not within 2,000 feet of a significant disposal of hazardous waste.

2. Findings pursuant to Real Property Acquisition Site Selection Standards, Education Code Section 17211, et. seq.

- 2.1. **Finding:** (17211) The Board evaluated the Property at a public hearing on May 18, 2016 using the site selection standards established by the State Department of Education.
- 2.2. **Finding:** (17212) Competent personnel investigated the Property and the final site selection has been determined by an evaluation of all factors affecting the public interest, not just on the basis of raw land cost.
- 2.3. **Finding:** (17212.5) The Property is located outside of a “special studies zone,” a.k.a. “earthquake fault zone.”
- 2.4. **Finding:** (17213(a)) The Property is not any of the following:
 - 2.4.1. A current or former hazardous waste disposal site or solid waste disposal site, or if the Property was a former solid waste disposal site, the District concludes that such waste has been removed;
 - 2.4.2. A hazardous substance release site identified by the State Department of Health Services in a current list adopted pursuant to Section 25356 of the Health and Safety Code for removal or remedial action pursuant to Chapter 6.8 of Division 20 of the Health and Safety Code;

- 2.4.3. Does not contain one or more pipelines, situated underground or aboveground, which carries hazardous substances, extremely hazardous materials, or hazardous wastes, unless the pipeline is a natural gas line that is used only to supply natural gas to the Property or neighborhood.
- 2.5. **Finding:** (17213(b)) The District has consulted with the administering agency where the site is located, pursuant to Section 2735.3 of Title 19 of the California Code of Regulations, and with any air pollution control district or air quality management district having jurisdiction in the area, to identify both permitted and non-permitted facilities within the district's authority, including, but not limited to, freeways and other busy traffic corridors, large agricultural operations, and railyards, within one-fourth of a mile of the proposed school site, that might reasonably be anticipated to emit hazardous air emissions, or to handle hazardous or extremely hazardous materials, substances, or waste.
- 2.6. **Finding:** (17213(c)) Consultation has identified none of the facilities or significant pollution sources specified in section 17213(b).
- 2.7. **Finding:** (17213.1) A Phase I Preliminary Environmental Assessment is being prepared by Holdrege & Kull.
- 2.8. **Finding:** (17215) The Property is located within two miles, measured by air line, of an airport. The State Department of Education has indicated that the Property will be grandfathered because the adjacent school site was an existing school site prior the enactment of Education Code §17215.
- 2.9. **Finding:** (17217) The Property is located within the existing boundaries of the District.
3. **Findings pursuant to the Williamson Act, Government Code Sections 51200, et. seq.**
- 3.1. **Finding:** (Gov. Code § 51296.6) The Property is not a designated farmland security zone.
- 3.2. **Finding:** (Gov. Code §51291; Ed. Code § 18215.5) The Property is not located within an agricultural preserve.
4. **Findings regarding the California Environmental Quality Act, Public Resources Code sections 21000, et seq. and California Code of Regulations, Title 14, sections 15000, et seq.**
- 4.1. **Finding:** (Pub. Res. Code §§ 21000, et seq., & 14 C.C.R. §§ 15000, et. seq.) The Board has prepared and approved a Notice of Exemption in compliance with the provision of the California Environmental Quality Act ("CEQA"). The Board has

complied with all the procedural and substantive provisions of CEQA, including making all necessary findings.

5. Additional Findings pursuant to the Government Code.

- 5.1. **Finding:** (Gov. Code § 65402) because an adopted general plan applies to the Property, the District has submitted the location, purpose, and extent of its proposed acquisition of the Property of the City planning agency.

Location: 193 Leora Court
Chico, California 95938
Assessor's Parcel No: 006-220-008
County: Butte

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made this 23 day of March, 2016, ("Effective Date") by and between the Chico Unified School District, a California public school district located in the County of Butte, California ("District"), and Dee Ann Newton and Thomas L. Horschler as (collectively the "Seller"). District and Seller may be individually referred to herein as "Party" or collectively referred to herein as "Parties."

RECITALS

- A. Seller intends to sell to District, and District intends to purchase from Seller certain buildings, improvements and fixtures constructed or located on the real property and all easements and rights benefiting or appurtenant to the real property, which is comprised of approximately 0.86 +/- acres, located at 193 Leora Court, in the City of Chico, in the County of Butte, California, Assessor's Parcel Number 006-220-008 (collectively "Property"), as more specifically described in Exhibit "A", attached hereto and hereby incorporated herein by this reference.
- B. As owner of the Property, Seller is authorized to sell the Property to District.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, District and Seller agree as follows:

AGREEMENT

1. PROPERTY TO BE PURCHASED.

- 1.1 Seller is the owner, in fee, of the Property. Seller agrees to sell and grant to District fee title to the Property described in Exhibit "A" and convey by a grant deed substantially in the form of Exhibit "B", attached hereto and hereby incorporated herein by this reference.
- 1.2 District agrees to pay Three Hundred Eighty Five Thousand Dollars (\$385,000) ("Purchase Price") for the Property, payable as follows:
- 1.2.1 District shall deposit Ten Thousand Dollars (\$10,000) earnest money ("Deposit") into the escrow opened pursuant to the section entitled "Establishment of Escrow" within five (5) days of the Effective Date of this Agreement. If the sale of the Property as contemplated hereunder is consummated, the Deposit shall be credited against the Purchase Price. If the Seller breaches this Agreement, the Deposit will be returned to the District within five (5) business days. If the sale is not consummated because of District's default hereunder, the Deposit shall be paid to and retained by Seller as liquidated damages and Seller's sole remedy.

IN CONFORMANCE WITH CIVIL CODE SECTION 1677, THE PARTIES HAVE AGREED THAT SELLER'S ACTUAL DAMAGES, IN THE EVENT OF A FAILURE TO CONSUMMATE THIS SALE BECAUSE OF A DISTRICT DEFAULT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. AFTER NEGOTIATION, THE PARTIES HAVE AGREED THAT, CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, THE AMOUNT OF THE DEPOSIT IS A REASONABLE ESTIMATE OF THE DAMAGES THAT SELLER WOULD INCUR IN SUCH EVENT. BY PLACING ITS INITIALS BELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION.

INITIALS: Seller LLH PAN District AB

- 1.2.2 The remaining portion of the Purchase Price, in the amount of Three Hundred Seventy Five Thousand Dollars (\$375,000), shall be due and payable at the Close of Escrow, subject to the conditions set forth in this Agreement.

2 DEFINED TERMS.

- 2.1 **ALTA Title Policy.** The term "ALTA Title Policy" shall mean the American Land Title Association ("ALTA") owner's extended coverage policy of title insurance to be issued by the Title Company upon the Close of Escrow pursuant to the terms of this Agreement.
- 2.2 **CLTA Title Policy.** The term "CLTA Title Policy" shall mean the California Land Title Association ("CLTA") owner's coverage policy of title insurance to be issued by the Title Company upon the Close of Escrow pursuant to the terms of this Agreement.
- 2.3 **Close of Escrow.** The term "Close of Escrow" shall mean the consummation of the purchase of the Property by District and Seller and the recordation of the grant deed for the Property, in accordance with the terms and provisions of this Agreement.
- 2.1 **Effective Date.** The term "Effective Date" shall mean the last date on which this Agreement is executed by District or Seller.

3 CONDITIONS OF PURCHASE

- 3.1 **Terms.** Terms and conditions of the Purchase:

- 3.1.1 **Obtain Required Approvals for Property.** District shall, at its sole expense, act diligently and in good faith to obtain all required approvals for use of the Property for District purposes, including, but not limited to, the following approvals (collectively, the "Educational Approvals"):

3.1.1.1 California Department of Education approval(s), if any, for use of the Property;

3.1.1.2 California Department of Toxics Substances Control approval(s), if any, for use of the Property; and

3.1.1.3 CEQA document(s)/requirements with respect to environmental impacts.

3.1.1.4 The Parties understand and agree that it shall be a condition to the Close of Escrow that Educational Approvals have been obtained, and that all applicable appeal periods have run without challenge, unless specifically waived in writing by District. In the event that the District is unable to attain all Educational Approvals, the District may terminate this Agreement without any further obligations hereunder, except as specifically provided herein.

3.1.1.5 Seller shall cooperate with District and shall take all reasonable steps to assist District in seeking the Educational Approvals.

3.1.2 **CEQA Compliance.** The District and Seller recognize that the activities contemplated by this Agreement are subject to environmental review under the California Environmental Quality Act ("CEQA"), and that the District, as a lead agency for the Property acquisition and its future use, must comply with the CEQA requirements as set forth in CEQA and in California Code of Regulations, title 14, section 15000 et seq. ("CEQA Guidelines"). Notwithstanding the foregoing, pursuant to CEQA Guidelines section 15004(b)(2)(A), the Parties acknowledge that (i) approval and execution of this Agreement by the Parties does not constitute the District authorizing, approving, or awarding a "project" as defined by CEQA, and (ii) this Agreement is binding on the Parties, subject to compliance with CEQA prior to the District's use of the Property as intended. Neither Party shall challenge, or support any challenge to, the other Party's use of the Property, or CEQA compliance document related thereto, now or in the future.

3.1.3 **Conveyance of Property.** On the Close of Escrow, Seller shall convey to District title to the Property in fee simple by recordation of the grant deed for the Property ("Grant Deed"). It shall be a condition to District's obligation to close that Seller shall clear title of all title defects, liens, encumbrances, deeds of trust, and mortgages, if any, except for non-delinquent real estate taxes for the current fiscal year not yet due and such exceptions to title as District shall approve as indicated herein, including the section "Issuance of a Preliminary Title Report Acceptable to District." Possession of the Property and the risk of loss with regard to the Property shall pass to District at the time of the recordation of the Grant Deed.

3.1.4 **Issuance of Title Insurance.**

3.1.4.1 Evidence of title to the Property shall be the issuance at the Close of Escrow by Mid Valley Title and Escrow Company, Attention: [Tammi Barlow], at [601 Main Street, Chico, CA 95928] (the "Title Company") of a CLTA Title Policy (or an ALTA Title Policy, at District's option) insuring fee simple title to the Property in the condition required by the section "Issuance of a Preliminary Title Report Acceptable to District" and containing such endorsements as District shall require. District shall not be obligated to provide any indemnification of the Title Company to induce it to issue the title policy to District, or to remove, insure over, or affirmatively cover any otherwise unpermitted exception to title, except with the prior consent of District after full disclosure to District of the nature and substance of such exception and indemnity. Seller will provide the

Title Company with a customary and reasonable owner's affidavit permitting the Title Company to provide extended coverage to District on the Property.

- 3.2 **Exchange of Documents.** Within ten (10) days of the Effective Date, the District and Seller will exchange with each other, all documents in their possession relating to the real properties identified as part of the Purchase.

4 **CONDITIONS TO CLOSE.**

- 4.1 **Conditions to District's Obligation to Purchase Property.** District's obligation to purchase the Property under this Agreement is subject to the fulfillment, and District's approval on or prior to the Closing Date, of each of the following conditions, each of which is for the benefit of District and any or all of which may be waived by District in writing at its option:

4.1.1 **Delivery of Title.** Delivery of title to the Property in the condition required herein, and the issuance by the Title Company of, or the irrevocable commitment by the Title Company to issue, the District's Policy.

4.1.2 **Issuance of a Preliminary Title Report Acceptable to District.** Issuance of a current preliminary title report with respect to the Property, accompanied by legible copies of all documents referred to in the report. Within thirty (30) days after District's receipt of the preliminary title report, District shall provide notice to Seller of any objections that District has with respect to the exceptions to title listed in the preliminary title report. Seller shall have thirty (30) days from the date of notice to cure any exceptions to which District objects, or agree to cause such exception removed or eliminated prior to or at the Closing, to the reasonable satisfaction of District, unless a longer period is mutually agreed by the Parties. If District's objection to any exception to title cannot be removed or eliminated to the reasonable satisfaction of District, the provisions of the section "Conditions to Benefit District with Respect to Purchase of Property" shall apply. District shall not be required to object to deeds of trust, mortgages, mechanics' liens, judgments or other monetary liens encumbering the Property ("Monetary Liens"), and Seller shall remove all Monetary Liens prior to the Close of Escrow. In the event of a failure by Seller to remove a Monetary Lien, the provisions of the section "Termination" shall apply.

4.1.3 **State and Local Regulatory Agencies' Approval.** Acceptance and approval of District's Purchase of the Property by any and all appropriate state and local regulatory agencies, if applicable, including all Education Approvals.

4.1.4 **Governing Board Acceptance of Purchase.** Final acceptance and approval of this Agreement by the District's Board of Education.

4.1.5 **Environmental Compliance.** If the Property is not acceptable to District because of the results of any environmental assessment, the provisions of the section "Conditions to Benefit District with Respect to Purchase of Property" shall apply. District shall have no obligation to Seller under this Agreement to perform any work of remediation in connection with or resulting from information obtained through any assessments performed.

- 4.1.6 **Satisfaction of District's Obligations with Respect to Conveyance of Property.** Seller shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Seller and all conditions to Seller's obligations set forth in the section "Conditions to Seller's Obligation to Exchange Property" shall have been satisfied or waived. All representations and warranties made by Seller to District in this Agreement shall be true and correct as of the Closing Date.

4.2 **Limited Seller Warranties**

- 4.2.1 **"As-Is Sale".** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED BY DISTRICT THAT THE PROPERTY IS CONVEYED TO DISTRICT IN ITS "AS-IS" CONDITION AND "WITH ALL FAULTS," AND SELLER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE CONDITION OF TITLE OF THE PROPERTY, THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY, THE ZONING OR OTHER LAND USE PROVISIONS OR RESTRICTIONS AFFECTING THE PROPERTY, THE SUITABILITY OF THE PROPERTY FOR USE BY DISTRICT, ANY MATTERS WHICH WOULD BE DISCLOSED BY AN INSPECTION OF THE PROPERTY, OR ANY OTHER MATTERS AFFECTING OR CONCERNING THE PROPERTY (WHETHER OR NOT OF PUBLIC RECORD).

- 4.2.2 **Limited Warranties.** District hereby affirms and acknowledges that neither Seller nor any of its officers, agents, employees, advisors and/or attorneys (collectively the "Seller Exculpated Parties") have made nor has District relied upon any representation, warranty, or promise whether oral or written, express or implied, by operation of law or otherwise, with respect to the Property or any other subject matter of this Agreement except as otherwise expressly set forth in this Agreement. Without limitation, District acknowledges that, except as specifically set forth to the contrary in this Agreement, no warranties or representations, expressed or implied, of any kind whatsoever have been made by any of the Seller Exculpated Parties, or will be relied upon, and District hereby releases the Seller Exculpated Parties from any claims with respect to the suitability of use of the Property for school purposes, general plan designation, zoning, value, use, tax status, or physical condition of the Property, or any part thereof, or matters affecting or concerning the Property, including, without limitation, the flood elevations, drainage patterns, soil and subsoil composition and compaction level, and other conditions at the Property, or with respect to the existence or non-existence of hazardous substances (as defined in the section "Hazardous Substances") in, on, under, or around the Property, or with respect to the accuracy of any title report or commitment, soils report or any other plans or reports relating to the Property or its use or development, or neighborhood or area uses or factors affecting or concerning use or development of the Property, or other matters otherwise in any way relating to the Property or the transactions contemplated hereby. District is acquiring the Property based solely on its own independent investigation and inspection of the Property and its suitability for school purposes, and in no way in reliance on any information provided by Seller or any of the other Seller Exculpated Parties other than the representations and warranties expressly contained herein.

- 4.3 **Seller Representations and Warranties.** Seller warrants and represents to District with respect to the Property the following:

- 4.3.1 No Pending Litigation.** Seller does not have actual knowledge of litigation pending pertaining to the Property.
- 4.3.2 Hazardous Substances.** Seller is unaware of:
- 4.3.2.1** Any Hazardous Substances, discharges, leaks, releases, or spills on, in or under the Exchange Property, except for the following: _____.
 - 4.3.2.2** Use or storage of Hazardous Substances on the Property, except the following: _____.
 - 4.3.2.3** Investigations, assessments, evaluations, sampling, testing, or monitoring of Hazardous Substances on the Property or adjacent parcels, except for the following: _____.
- 4.3.3 Contracts Concerning the Property.** Seller does not have actual knowledge of any contracts, licenses, commitments, or undertakings respecting the Property or the performance of services on the Property, or the use of the Property or any part of it by which the District would become obligated or liable to any person.
- 4.3.4 Violations.** Seller has not received written notice of any violation of any statute, ordinance, regulation, or administrative or judicial order or holding, whether or not appearing in public records, with respect to the Property or any improvements on the Property.
- 4.3.5 Status of Title.** Seller has not leased or otherwise transferred all or any portion of the Property, nor to its knowledge does any third party have any right to acquire or occupy all or any portion of the Property, including, without limitation any prior owner of the Property.
- 4.3.6 Condemnation.** There are no pending or, to Seller's knowledge without any duty of investigation, threatened proceedings in eminent domain or otherwise, which would affect the Property or any portion thereof.
- 4.3.7 No Notices.** Seller has not received written notice of any change contemplated in any applicable laws, ordinances, or restrictions, or written notice of any judicial or administrative action, or written notice of any action by adjacent landowners, or written notice of natural or artificial conditions upon the Property that would prevent, impede, limit, or render more costly the District's contemplated use of the Property to the extent such contemplated use is actually known to Seller.
- 4.3.8 Future Uses.** Seller will not oppose, challenge, or submit or cause to be submitted any comments, evidence, or otherwise, against the District's contemplated future use or its CEQA documentation.
- 4.3.9 Inaccuracies.** If any representation or warranty of the Seller in this section "Seller Representations and Warranties" becomes inaccurate after the Effective Date other than

as a result of a prior misrepresentation by the Seller or as a result of the affirmative act of the Seller, the Seller shall promptly notify the District of the inaccuracy. The Seller whose representation or warranty became inaccurate for reasons other than due to a prior misrepresentation or affirmative act of the Seller, shall not be in breach or default of this Agreement as a result of such inaccuracy, but shall take commercially reasonable efforts, diligently and in good faith, to correct such inaccuracy. If the inaccuracy cannot be corrected to the reasonable satisfaction of the District within thirty (30) days after the District learns of the inaccuracy, the District may terminate this Agreement and the Parties shall have no further obligation to each other, other than those which expressly survive termination of this Agreement.

4.4 District's Representations and Warranties. District hereby represents and warrants to Seller that as of the date of this Agreement and as of the Closing, this Agreement and all documents executed by District which are to be delivered to Seller at the Closing are or at the time of Closing will be duly authorized, executed, and delivered by District, and are or at the Closing will be legal, valid, and binding obligations of District, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which District is a party or to which it is subject.

4.5 Hazardous Substances.

4.5.1 Seller warrants with respect to the Property, that it has no actual knowledge that there are hazardous substances (as defined below) in existence on or below the surface of the Property, including without limitation, contamination of the soil, subsoil or groundwater, which constitutes a violation of any law, rule, or regulation of any governmental entity having jurisdiction thereof, or which exposes the District to liability to third parties. Seller represents to District that it has not used the Property, or any portion thereof, for the production, disposal, or storage of any hazardous substances, and it has no actual knowledge that there has been such prior use with respect to the Property, or any portion thereof; or that there has been any proceeding or inquiry by any governmental authority with respect to the presence of such hazardous substances on the Property or any portion thereof. Without limiting the other provisions of this Agreement, Seller agrees that it will cooperate with the District's investigation of matters relating to the foregoing provisions of this paragraph, and provide access to, and copies of, any data and/or documents dealing with potentially hazardous substances used at the Property and any disposal practices followed. Seller agrees that with prior approval from the Seller, District may make inquiries of governmental agencies regarding such matters, without liability to the Seller for the outcome of such discussions.

4.5.2 For purposes of this Agreement, the term "hazardous substances" means:

4.5.2.1 Any substance, product, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environment Response, Compensation and Liability Act (CERCLA), 42 United States Code section 9601 et seq.; the Hazardous Material Transportation Conservation and Recovery Act, 42 United States Code section 1801 et seq.; the Resources Conservation and Recovery Act, 42 United States Code section 6901 et seq.; the Clean Water Act, 33 United States Code section 1251 et seq.; the Toxic Substances Control Act, 15 United States Code section

2601 et seq.; the California Hazardous Waste Control Act, Health and Safety Code section 25100 et seq.; the California Hazardous Substance Account Act, Health and Safety Code section 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code section 25249.5 et seq.; California Health and Safety Code section 25280 et seq. (Underground Storage or Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code section 25170.1 et seq.; California Health and Safety Code section 25501 et seq. (Hazardous Materials Release Response Plans and Inventory); or the California Porter-Cologne Water Quality Control Act, Water Code section 13000 et seq., all as amended (the above-cited California state statutes are hereinafter collectively referred to as "the State Toxic Substances Laws") or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous or toxic substance hereafter in effect;

4.5.2.2 Any substance, product, waste, or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, or strict liability or under any reported decisions of a state or federal court;

4.5.2.3 Petroleum or crude oil other than petroleum and petroleum products which are contained within regularly operated motor vehicles; and

4.5.2.4 Asbestos.

4.5.3 The representations, warranties, and covenants contained in this section will survive the Close of Escrow.

4.6 **Damage or Condemnation Prior to Closing.** Seller shall promptly notify District of any knowledge it obtains of casualty to the Property or any condemnation proceeding commenced prior to the Close of Escrow. If any such damage or proceeding relates to, or may result in, the loss of any material portion of the Property, the District may, at its option, elect either to:

4.6.1 Terminate this Agreement, and neither District nor Seller shall have any further rights or obligations hereunder; or

4.6.2 Continue the Agreement in effect, in which event upon the purchase of the property affected by condemnation, District shall be entitled to any compensation, awards, or other payments or relief resulting from the casualty or condemnation proceeding.

4.7 **Conditions to Benefit District with Respect to Purchase of Property.** The conditions contained in the section "CONDITIONS TO CLOSE" are intended solely for the benefit of District with respect to the Property. If Seller is unable to deliver title to the Property as required herein, or the conditions described in the section "Conditions to District's Obligation to Purchase Property" are not satisfied or if District does not give its approval as provided in that section, District shall have the right, at its sole election, either to proceed with the Purchase and the Close of Escrow in

accordance with the terms hereof, or, in the alternative, to terminate this Agreement. In the event District elects to terminate this Agreement for the reasons provided herein, District shall bear its own costs, and neither Party shall have any further rights or obligations under this Agreement.

- 4.8 Conditions to Seller's Obligation to Sell Property.** Seller's obligation to sell the Property under this Agreement is subject to the fulfillment, and Seller's approval on or prior to the Closing Date, of each of the following conditions, each of which is for the benefit of Seller and any or all of which may be waived by Seller in writing at its option: (i) Seller is able to vacate the Property and deliver possession to the Property to District on the Closing Date; (ii) there shall be no breach of District's representations and representations set forth herein; (iii) and District shall have delivered to Escrow Holder each of the following:

- 4.8.1** Cash or other immediately available funds in the amount of the Purchase Price (including the Deposit) and sufficient to pay all of District's other costs associated with the Close of Escrow as provided herein.
- 4.8.2** One (1) Preliminary Change of Ownership Report (the "PCOR") for the Property.
- 4.8.3** A closing statement prepared by Escrow Holder and approved in writing by District.
- 4.8.4** Any other documents, instruments or records which are reasonably required by Escrow Holder to close the escrow and consummate the purchase of the Property in accordance with the terms hereof.

5 ESTABLISHMENT OF ESCROW.

- 5.1 Time to Open Escrow.** Promptly after the Effective Date of this Agreement, an escrow shall be opened to consummate the purchase of the Property pursuant to this Agreement.
- 5.2 Selection of Escrow Holder.** District shall open the escrow by delivering a fully executed counterpart of this Agreement to Mid Valley Title and Escrow Company at [601 Main Street, Chico, CA 95928] to the attention of [Tammi Barlow] (the "Escrow Holder"). In addition, District and Seller agree to execute, deliver, and be bound by any reasonable or customary supplemental escrow instructions of Escrow Holder, or other instruments as may reasonably be required by Escrow Holder, in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not amend or supersede any portion of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control.

6 CLOSING

- 6.1 Selection of Closing Date.** The Close of Escrow hereunder shall be held and delivery of all items to be delivered at the closing under the terms of this Agreement shall be performed at the offices of the Title Company within ninety (90) days of the opening of Escrow, or such earlier or later date as the District and Seller may mutually agree upon in writing (the "Closing Date").

- 6.1.1** In the event any of the conditions to Close of Escrow set forth in the section "Conditions to Close" have not been fulfilled by the Closing Date, the Close of Escrow may be extended for up to an additional ninety (90) days ("Extended Closing Date") by either the District or Seller.
- 6.1.2** If the Close of Escrow is either caused to be extended or requested to be extended by the Escrow Holder, the Close of Escrow will be extended for a mutually agreed upon time up to an additional one hundred eighty (180) days, and neither the District nor the Seller shall be deemed to have requested the extension nor shall either be liable for any additional payment.
- 6.2 Grant Deeds.** At least three (3) days prior to Close of Escrow, the District and Seller shall each deposit the respective executed Grant Deeds into escrow.
- 6.3 Other Documents.** As required, Seller shall prepare the following documents:
- 6.3.1** Two (2) originals of a Natural Hazard Disclosure Statement for the Property;
- 6.3.2** One (1) Seller's Affidavit of Nonforeign Status (the "FIRPTA Affidavit"), for the Property;
- 6.3.3** One (1) Real Estate Withholding Certificate (the "Form 593-C"), for the Property;
- 6.3.4** One (1) Preliminary Change of Ownership Report (the "PCOR"), for the Property; and
- 6.3.5** Such other documents as are reasonably necessary for issuance of the required CLTA or ALTA Title Policy.
- 6.4 Encumbrances.** Seller shall pay current accrued but unpaid assessments and bonds due on the Property through the Closing Date, if applicable. Seller shall pay in full any liens, claims, or mortgages encumbering the Property, if applicable.
- 6.5 District's Fees and Costs.** District shall be responsible for paying the fees and costs associated with the Purchase, including, but not limited to:
- 6.5.1** Its own fees for recording the Grant Deed on the Property;
- 6.5.2** The cost of an ALTA Title Policy and preliminary title report on the property being acquired;
- 6.5.3** All documentary transfer taxes payable in connection with the recordation of the Grant Deed on the Property;
- 6.5.4** Any endorsements to the title insurance policy on the Property requested by District;
- 6.5.5** The Escrow Holder's fees and other customary charges for document drafting, recording, and miscellaneous charges;
- 6.5.6** Its legal costs and consultants' fees associated with consummating the Purchase.

- 6.6 **Seller's Fees and Costs.** Seller shall be responsible for paying the following fees and costs associated with the Purchase, without limitation:
- 6.6.1 Seller's legal costs, broker's fees, and consultants' fees associated with consummating the Purchase.
- 6.7 **Failure to Close.** If, as a result of no fault of Seller or District, escrow fails to close, the District and Seller shall split equally the Escrow Holder's Cancellation fees and charges. In the event escrow fails to close through the fault of Seller, Seller shall pay any and all cancellation costs incurred as well other expenses in connection therewith and District shall bear no expense with respect to the same. In the event this escrow fails to close through the fault of District, District shall pay any and all cancellation costs incurred as well as other costs and expenses in connection therewith and Seller shall bear no expense with respect to the same.
- 6.8 **Delivery of Property.** Seller shall maintain the Property until the Close of Escrow as it would in the ordinary course and shall perform all normal repairs and maintenance to be performed from the Effective Date to the Closing Date in order to maintain the Property in the condition in which it is as of the Effective Date, except for reasonable wear and tear. Prior to Close of Escrow, Seller shall be permitted to remove Seller's personal property from the house located on the Property. On Close of Escrow, Seller shall deliver the Property to District in substantially the same condition, except for reasonable wear and tear and the removal of Seller's personal property, as on the Effective Date.

7 REPRESENTATIONS AND WARRANTIES.

- 7.1 **District's Representations and Warranties.** In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to District, District makes the following representations and warranties (the continued truth and accuracy of which shall constitute a condition precedent to District's obligations hereunder):
- 7.1.1 **District Authority to Execute Agreement.** District is a public school district duly formed under the laws of the State of California and this Agreement and the execution and delivery thereof by the persons designated below have been specifically authorized by District. District has the legal right, power, and authority to enter into this Agreement, to consummate the transactions contemplated hereby, and to acquire and accept the La Property from Seller.
- 7.1.2 **Authority of Executing Officer.** Each individual executing this Agreement on behalf of District is duly authorized to execute and deliver this Agreement on behalf of District.
- 7.1.3 **Validity of District's Representations and Warranties at Close of Escrow.** The representations and warranties of District set forth in this Agreement shall be true on and as of the Close of Escrow as if those representations and warranties were made on and as of such time.
- 7.2 **Seller's Representations and Warranties.** In consideration of District entering into this Agreement and as an inducement to District to purchase the Property from Seller, Seller makes the following representations and warranties, each of which is material and is being relied upon

by District (the continued truth and accuracy of which shall constitute a condition precedent to District's obligations hereunder):

7.2.1 Seller Authority to Execute Agreement. Seller is a private individual, and this Agreement and the execution, delivery, and performance thereof by the persons designated below have been specifically authorized by Seller. Seller has the legal right, power, and authority to enter into this Agreement, to consummate the transactions contemplated hereby, and to convey the Property to District.

7.2.2 Authority of Executing Officer. Each individual executing this Agreement on behalf of Seller is duly authorized to execute and deliver this Agreement on behalf of Seller.

7.2.3 Validity of Seller's Representations and Warranties at Close of Escrow. The representations and warranties of Seller set forth in this Agreement shall be true on and as of the close of escrow as if those representations and warranties were made on and as of such time.

8 MUTUAL INDEMNIFICATION. District and Seller shall indemnify the other Party and hold it harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses, including, without limitation, reasonable attorneys' fees, resulting from any breach of warranty or breach of covenant made, or in any document, certificate, or exhibit given or delivered to the other pursuant to or in connection with this Agreement. The indemnification provisions of this section "Mutual Indemnification" shall survive the delivery of the Grant Deeds and transfer of title or, if title is not transferred pursuant to this Agreement, any termination of this Agreement.

9 TERMINATION. This Agreement may be terminated by either District or Seller without further liability in the event of a breach by the other of any term, condition, or covenant contained herein.

10 SPECIFIC PERFORMANCE. Neither District nor Seller waives the right of specific performance if permitted by law. District and Seller expressly recognize that specific performance shall be available to enforce performance of this Agreement.

11 RIGHT TO ENTER PROPERTY.

11.1 From the Effective Date until the Close of Escrow (the "Inspection Period"), the District shall have the right, at its own expense and pursuant to the provisions of this section, to select a licensed contractor and/or other qualified professional(s), to conduct inspections, tests, surveys, or other studies, including, but not limited to, environmental studies or assessments (the "Inspections") of the Property, and to conduct other due diligence and feasibility investigations regarding the ownership, use and development of the Property, as deemed necessary. In addition, District and its representatives shall have the right of access to the Property throughout the Inspection Period, for the purpose, at its own sole expense, of obtaining data and making surveys, tests, inspections, and other studies deemed necessary, and in order to prepare any architectural and reconstruction plans necessary with regard to the Property as required by local and California state regulatory agencies.

11.2 Upon at least twenty-four (24) hours prior notice, District may enter on the Property for the purposes permitted herein, subject to the following:

- 11.2.1 All such inspections shall be conducted in a manner so as not to interfere with Seller's use of the Property;
- 11.2.2 Reasonable precautions shall be exercised to avoid damage and protect persons or property;
- 11.2.3 District and Seller assume no liability for loss or damage to property or injuries to or deaths of agents, contractors, or employees of District and Seller by reason of the entities' exercise of privileges given in this section;
- 11.2.4 District agrees to indemnify and hold harmless from any damage caused by its activities authorized in this section. District shall indemnify Seller for any damage or destruction to the roads or fences, or other property, occurring by reason of the exercise of rights granted herein, or to replace or restore said property to its preexisting condition;
- 11.2.5 All due diligence activities shall be in accordance with applicable laws;
- 11.3 District shall limit its activities on the Property to those due diligence investigations described herein.

12 UNAVOIDABLE DELAYS. Whenever performance is required of District or Seller under this Agreement, that Party agrees to use all reasonable diligence to perform in good faith; provided, however, if completion of performance is delayed at any time by reason of acts of God, war, civil commotion, riots, acts of terrorism, strikes, picketing, or other labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, governmental requirements, or causes beyond the reasonable control of a Party (other than financial inability), then the time for performance shall be extended by the time of the delay actually caused and the Close of Escrow shall be appropriately extended in order to accommodate such delay. The provisions of this Section do not operate to excuse the District or Seller from the timely payment of any monies required to be paid under this Agreement.

13 GENERAL PROVISIONS.

- 13.1 **Time of Essence.** Time is of the essence of each provision of this Agreement in which time is an element.
- 13.2 **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

DISTRICT

Chico Unified School District
1163 East Seventh Street
Chico, CA 95928
ATTN: Kevin Bultema
Facsimile: (530) 891-3220
Telephone: (530) 891-3000

SELLER

Dee Ann Newton	Thomas Horchler
9740 Lott Road	83 Run Around Road
Durham, CA 95938	Oroville, CA 95965
ATTN: Dee Ann Newton	
Telephone: (530) 895-1121	

With a copy to:

Orbach Huff Suarez & Henderson, LLP
1901 Harrison Street, Suite 1630
Oakland, CA 94612
Facsimile: (510) 999-7918
Telephone: (510) 999-7908

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 13.3 Entire Agreement of District and Seller.** This Agreement and the attached exhibits constitute the entire agreement between the District and Seller and supersede all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by District and Seller.
- 13.4 California Law.** This Agreement shall be governed by and the rights, duties and obligations of the District and Seller shall be determined and enforced in accordance with the laws of the State of California, with the exception of definitions to be construed under the Federal laws cited in the section "Hazardous Substances."
- 13.5 Attorneys' Fees.** If either the District or Seller files any action or brings any proceedings against the other arising out of this Agreement, or is made a party to any action or proceeding brought by the Title Company, then, as between District and Seller, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "Prevailing Party" shall be the entity that is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether the prevailing party is entitled to its costs or attorneys' fees.
- 13.6 Waiver.** No waiver of any provision of this Agreement shall be considered a waiver of any other provision or of any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by the District or Seller of any remedy provided in this Agreement or at law shall not prevent the exercise by that entity of any other remedy provided in this Agreement or at law or in equity.
- 13.7 Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the District and Seller hereto and their respective heirs, legal representatives, successors, and assigns.

- 13.8 Assignment.** Neither the District nor Seller may assign, transfer or convey its rights or obligations under this Agreement without the prior written consent of the other Party to this Agreement, and then only if assignee assumes in writing all of the prior Party's obligations hereunder; provided, however, neither the District nor Seller shall be released from its obligations hereunder by reason of such assignment.
- 13.9 Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one (1) document.
- 13.10 Captions.** The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties.
- 13.11 Disputes.** A dispute which cannot be resolved by the Parties' representatives shall be submitted to non-binding mediation. The mediator's fees shall be divided equally between the Parties. If a dispute is unresolved after mediation, any actions or proceedings arising under, growing out of, or in any way related to this Agreement shall be instituted and prosecuted only in courts located in the County of Butte, State of California, and each Party expressly waives its right, under part II, title IV of the California Code of Civil Procedure, to cause any such actions or proceedings to be instituted or prosecuted elsewhere.
- 13.12 Time.** All periods of time referred to in this Agreement shall include all Saturdays, Sundays, and state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday, or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday, or state or national holiday.
- 13.13 Severability.** The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal.
- 13.14 Review of Form of Agreement.** Submission of this instrument for examination or signature by District or Seller does not constitute an agreement to purchase all, or any portion of, the Property, and it is not effective as an Agreement, or otherwise, until approval, execution, and delivery by the District and Seller.
- 13.15 Survival of Warranties, Covenants, and Obligations.** The warranties, covenants, and obligations of District and Seller under the provisions of this Agreement to the extent the same have not been fully performed, and excepting those covenants and obligations which have been extinguished by the expiration of a specified period of time, shall survive the Close of the Escrow through which the Exchange is consummated.
- 13.16 Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[Signatures on following page]

Dated: 3-24, 2016

Chico Unified School District

By: [Signature]

Print Name: KEVIN J. BOLTERA

Print Title: ASST. SUPERINTENDENT

Dated: March 15, 2016, 2016

Dee Ann Newton, an individual

By: [Signature]

Print Name: Dee Ann Newton

Print Title: OWNERS

Dated: March 15, 2016, 2016

Thomas L. Horschler, an individual

By: [Signature]

Print Name: Thomas Horschler

Print Title: OWNERS

THIS CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER WHICH CONTAINS A WATERMARK. HOLD UP TO A LIGHT TO VIEW

WARRANT No.

3007410665



1183 East Seventh Street
Chico, CA 95926-6999
Phone (530) 891-8000

US Bank

90-2267

1211

VOID AFTER ONE YEAR

Date Issued

03/22/2016

Fund No.

3007

Warrant Amount

\$10,000.00 **

Pay TEN THOUSAND AND ZERO/100 DOLLARS*****

TO THE
ORDER OF

Mid Valley Title Company
601 Main St
Chico, CA 95928

EXAMINED, APPROVED & ALLOWED

⑈3007410665⑈ ⑆121122676⑆ 153401339756⑈

FOR SECURITY, THIS DOCUMENT CONTAINS A WATERMARK ON THE BACK
PLEASE DETACH AND RETAIN THIS STATEMENT FOR YOUR RECORDS

006611/1

Mid Valley Title Company

Issue Date: 03/22/2016

Check Number: 3007410665

Date	Invoice Number	Reference	FU RESC P GOAL FUNC OBJT SCH	Amount
03/21/2016	DEPOSIT 006-220-008	P16-02356	24-9465-0-0000-8500-6100-570-6100	10,000.00
Vendor				Page Total
Mid Valley Title Company				10,000.00
				Total
				\$10,000.00

Attachments:

Exhibit "A": Legal Description of Property

Exhibit "B": Grant Deed / Certificate of Acceptance

Exhibit "A"
Legal Description of the Property

Exhibit "B"

Grant Deed / Certificate of Acceptance

THE GRANT DEED / CERTIFICATE OF ACCEPTANCE SHALL BE
SUBSTANTIALLY SIMILAR TO THE ATTACHED FORM.

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Chico Unified School District
1163 East Seventh Street
Chico, CA 95928
Attn: Assistant Superintendent of Business Services

**EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T.
CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX
PURSUANT TO REVENUE AND TAXATION CODE SECTION
11922**

**SPACE ABOVE FOR
RECORDER'S USE ONLY**

GRANT DEED	
APN No.: 006-220-008; City of Chico, County of Butte	
GRANTOR:	DEE ANN NEWTON AND THOMAS L. HORCHLER as INSERT HOW TO HOLD TITLE
HEREBY GRANTS TO:	CHICO UNIFIED SCHOOL DISTRICT A California public school district
<p>that certain real property in the City of Chico, County of Butte, State of California, more particularly described in the legal description attached hereto as Exhibit "A."</p> <p>The real property conveyed by Grantor to Grantee by this Grant Deed shall be subject to: (a) all liens, encumbrances, easements, covenants, conditions and restrictions of record; (b) all matters that would be revealed or disclosed in an accurate survey of the real property; (c) all matters that would be revealed or disclosed by a physical inspection of the real property; (d) a lien not yet delinquent for taxes for real property and personal property, and any general or special assessments against the real property; and (e) zoning ordinances and regulations and any other laws, ordinances or governmental regulations restricting or regulating the use, occupancy or enjoyment of the real property.</p>	
DEE ANN NEWTON By: _____ Name: _____ Title: _____ Date: _____	THOMAS L. HORCHLER By: _____ Name: _____ Title: _____ Date: _____

Exhibit "A"
Legal Description of Property

STATE OF CALIFORNIA

COUNTY OF BUTTE

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

CERTIFICATE OF ACCEPTANCE

Agency: Chico Unified School District
Assessor Parcel No.: 006-220-008

This is to certify that, pursuant to Sections 15853, 27281 and 70301 et seq. of the California Government Code, the interest in real property conveyed by the Grant Deed dated this ____ day of _____, 20____, executed by **DEE ANN NEWTON AND THOMAS L. HORCHLER** to the **CHICO UNIFIED SCHOOL DISTRICT** is hereby accepted by the undersigned officer on behalf of the Chico Unified School District's Governing Board pursuant to authority conferred by resolution of said Board duly adopted on _____, 20____, and the Chico Unified School District consents to the recordation thereof by its duly authorized officer.

Accepted
CHICO UNIFIED SCHOOL DISTRICT

By: _____
Kevin Bultema
Assistant Superintendent, Business Services
Chico Unified School District

Dated: _____

**AGENDA ITEM: California Clean Energy Act-Proposition 39
Rooftop HVAC Package Unit Replacement
at Various Sites- Bid Approval**

Prepared by: Julia Kistle, Director of Facilities & Construction

☐ Consent

Board Date May 18, 2016

☐ Information Only

☒ Discussion/Action

Background Information

In accordance with the Expenditure Plan approved by the California Energy Commission, the District intends to perform the Rooftop HVAC Package Unit Replacements at the following locations: Bidwell Jr. High, Chico Jr. High and Citrus Elementary School.

On April 13, 2016 the Facilities Department issued a bid notice for the Rooftop HVAC Package Unit Replacement Project. Sealed bids were due May 12, 2016. The lowest responsive bidder will be announced at tonight's Board meeting.

Educational Implications

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

Fiscal Implications

This project will be funded by Proposition 39 Clean Energy Act funds.

Recommendation

It is recommended that the Board of Education authorize the Superintendent or designee to enter into an agreement with the lowest responsive bidder in order to complete this work over the summer.

AGENDA ITEM: Possible New Bond for School Facilities – Board Workshop

Prepared by: Kevin Bultema – Assistant Superintendent, Business Services

☐ Consent

Board Date May 18, 2016

☐ Information Only

☒ Discussion/Action

Background Information

The Chico Unified School District (CUSD) Board of Education adopted a long-term Facilities Master Plan (FMP) on April 15, 2014. An update to the FMP is before the board at this meeting, May 18, 2016, for consideration. The plan indicates over \$400 million dollars of facility improvements to provide quality educational programs and equity in facilities for all CUSD schools.

To meet the funding needs to implement the Facilities Master Plan, the district has been evaluating the option of placing a General Obligation bond on the November 2016 ballot. A poll was conducted by an independent research firm showing community support for a bond measure over the 55% required for a prop 39 bond election. Per board direction, administration has been reaching out to the community to gain input and share the district's facility needs.

This agenda item is intended to provide information on a possible new bond measure for November 2016. Administration is providing information to the board regarding research conducted on a possible new bond, potential bond financing program options, and a draft resolution ordering a school bond election. In attendance at the meeting will be Makiko Sato; independent financial advisor, Tom Clifford; public information/election consultant, and Constantine Baranoff; bond legal counsel.

A detailed presentation will be provided at the board meeting.

Educational Implications

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

Fiscal Implications

A general obligation bond is repaid by taxpayers through property taxes based on assessed value of property. There is no fiscal impact to the district's operating budget.

Recommendation

Administration would like board direction as to whether a resolution ordering a school bond election should be placed on the June 22, 2016 agenda for action.

RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF EDUCATION OF THE
CHICO UNIFIED SCHOOL DISTRICT
ORDERING A SCHOOL BOND ELECTION,
ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER,
AND REQUESTING CONSOLIDATION WITH OTHER ELECTIONS**

WHEREAS, the Chico Unified School District (the "District") Board of Education (the "Board") is authorized to order elections within the District and to designate the specifications thereof, pursuant to Education Code sections 5304 and 5322;

WHEREAS, the Board is further authorized to order elections, pursuant to Education Code sections 15264 *et seq.*, for the purpose of submitting to the electors the question of whether District bonds ("Bonds") shall be issued and sold for specified purposes;

WHEREAS, the Board deems it necessary and advisable to submit a bond measure to the electors that, if approved by the requisite number of electors voting on the measure, would permit the District to issue the Bonds; and

WHEREAS, it is desirable that the election to determine whether the Bonds shall be issued and sold be consolidated with such other election or elections as may be held on the same day in the same territory or in territory that is in part the same;

NOW, THEREFORE, the Board does hereby resolve, determine, and order as follows:

Section 1. Election Order; Ballot Measure. Pursuant to Education Code sections 5304, 5322 and 15264 *et seq.* and Article XVI, Section 18(b), of the California Constitution, an election shall be held within the boundaries of the District on November 8, 2016, submitting to the voters of the District the question of whether Bonds of the District in the amount of \$152,000,000 shall be issued and sold for the purposes of constructing, modernizing and improving schools operated by the District and schools operated by charter schools serving students within the District. Specifically, Bond proceeds shall be utilized for the purposes of financing (a) the construction, reconstruction, rehabilitation, or replacement of public school facilities, (b) the furnishing and equipping of such school facilities, and (c) the acquisition or lease of real property for such school facilities, all as identified in the full text of the ballot measure, set forth in **Exhibit A** attached hereto and incorporated herein by reference, under the heading "School Facilities Projects to Be Funded with Proceeds of Bonds" (the "Financed Facilities"). Fifteen and thirty-four hundredths percent (15.34%) of the Bond proceeds shall be available to pay the costs of Financed Facilities for charter schools. The Bonds proposed to be issued and sold shall bear interest at a rate not exceeding the statutory limit, and the number of years any Bonds are to run shall not exceed twenty-five (25) years from the date of the Bonds or the date of any series thereof if the Bonds are issued pursuant to the Education Code and shall not exceed forty (40) years from the date of the Bonds or the date of any series thereof if the Bonds are issued pursuant to Government Code sections 53506 *et seq.*

Section 2. Use of Bond Proceeds; Facilities Specifications; Audit Requirements.

(a) Use of Bond Proceeds. Proceeds from the sale of the Bonds may be used only for the purposes specified in Article XIII A, Section 1(b)(3) of the California Constitution.

(b) Specification of Facilities. The Board hereby certifies that it evaluated safety, class size reduction, and information technology needs in developing the list of the Financed Facilities.

(c) Completion of Facilities. Passage of the District's bond measure does not guarantee that all Financed Facilities listed in the measure, as set forth in **Exhibit A**, will be completed. In addition, certain Financed Facilities projects may require state matching funds. State matching funds may be subject to appropriation by the Legislature or approval of a statewide bond measure.

(d) Performance Audit. The Board shall conduct an annual, independent performance audit to ensure that the Bond funds have been expended only on the specific Financed Facilities listed.

(e) Financial Audit. The Board shall conduct an annual, independent financial audit of the proceeds from the sale of the Bonds until all of the proceeds have been expended for the Financed Facilities.

Section 3. Government Code Accountability Requirements. Pursuant to Government Code sections 53410 and 53411, the District hereby finds or directs that:

(a) Purpose. The purpose of the Bonds is to fund the Financed Facilities, as listed in **Exhibit A**;

(b) Proceeds. The bond proceeds shall only be used on the Financed Facilities;

(c) Accounts. All proceeds of the Bonds shall be placed in a separate account or accounts; and

(d) Annual Reports. The chief financial officer of the District shall issue an annual report to the Board containing the amount of funds collected and expended as well as the status of the Financed Facilities.

Section 4. Vote Required. Pursuant to Section 18(b) of Article XVI and Section 1 of Article XIII A of the California Constitution, the bond measure shall become effective only upon the affirmative vote of fifty-five percent (55%) of those voters voting on the measure.

Section 5. County Registrar of Voters to Conduct Election. Pursuant to Education Code section 5303, the Butte County (the "County") Registrar of Voters is hereby requested to take all steps to prepare for and hold the election within the boundaries of the District in accordance with law and these specifications.

Section 6. Consolidation with Other Elections. Pursuant to Sections 5342, 15121, and 15266 of the Education Code and Part 3 (commencing with Section 10400) of Division 10 of the Elections Code, the County Board of Supervisors is requested to order consolidation by the County Registrar of Voters of the school bond election with the other elections to be held on the same day in the same territory or in territory that is in part the same. Pursuant to Section 10403 of the Elections Code, the Board hereby acknowledges that the consolidated election will be held and conducted in the manner prescribed by Section 10418 of the Elections Code.

Section 7. Canvass of Returns. The County Board of Supervisors is authorized to canvass the returns of the election pursuant to Section 10411 of the Elections Code.

Section 8. Services of Registrar of Voters. Pursuant to Section 5303 of the Education Code and Section 10002 of the Elections Code, the County Board of Supervisors is requested to permit the County Registrar of Voters to render all services incident to the preparation for and holding of the election, for which services the District agrees to reimburse the County with such services to include the publication of a notice of school bond election, and the mailing of the sample ballot and tax rate statement (described in Section 9401 of the Elections Code) pursuant to the terms of Section 5363 of the Education Code and the Elections Code.

Section 9. Abbreviated Statement of the Bond Measure. The abbreviated statement of the bond measure is included in **Exhibit A** under the heading "Abbreviated Ballot Measure." The District hereby requests the County Registrar of Voters to publish the abbreviated statement of the bond measure, as appropriate, and to designate the measure on the ballot by a letter printed on the left margin of the square containing the abbreviated statement of the measure as provided in Section 13116 of the Elections Code.

Section 10. Full Text of the Measure. The District hereby requests the Registrar of Voters to publish the full text of the measure set forth in **Exhibit A** in the ballot pamphlet materials as appropriate.

Section 11. Specifications of the Election Order. The foregoing specifications of the election order are made pursuant to Section 5322 of the Education Code.

Section 12. Delivery of Specifications of the Election Order. The District's Superintendent is hereby directed to deliver not later than June _____, 2016, a certified copy of this resolution and the tax rate statement to the County Registrar of Voters and a copy of this resolution to the County Board of Supervisors.

Section 13. General Authorization with Respect to the Bond Election. The members of the District's Board, the Superintendent, the Assistant Superintendent, Business Services, and the other officers of the Board and the District are hereby authorized and directed, individually and collectively, to do any and all things, to execute, deliver, and perform any and all agreements and documents they deem necessary or advisable in order to effectuate the purposes of this Resolution, including, without limitation, to prepare and submit for inclusion in the voter information pamphlet a tax rate statement and an argument in favor of passage of the ballot measure. All actions heretofore taken by the officers and agents of the District that are in

conformity with the purposes and intent of this Resolution are hereby ratified, confirmed, and approved in all respects.

Section 14. State Matching Funds. Certain of the Financed Facilities require state matching funds for the completion of any phase thereof. Approval of the District's bond measure does not guarantee that the proposed Financed Facilities will be funded beyond the local revenues generated by the measure. The District's proposal for the Financed Facilities may assume receipt of matching state funds, which could be subject to appropriation by the Legislature or approval of a statewide bond measure.

Section 15. Citizens' Oversight Committee. It is the intent of the Board that a citizens' oversight committee be appointed to ensure that the proceeds of the Bonds are spent only for the specific purposes and projects identified in this Resolution. The membership requirements and operating procedures for such committee shall be established in the bylaws of such committee, as approved by the Board, in accordance with the requirements of law.

Section 16. Official Intent to Reimburse Expenditures. The District intends to undertake the acquisition, construction, renovation, furnishing, and equipping of the Financed Facilities projects as described in **Exhibit A**. The District intends to use the proceeds of its general obligation bonds described in this resolution to finance the Financed Facilities projects. The District may pay certain capital expenditures (the "Reimbursement Expenditures") in connection with the Financed Facilities projects prior to the issuance of the Bonds. The District reasonably expects that Bonds in an amount not expected to exceed \$152,000,000 will be issued by it for the purpose of financing the Financed Facilities projects on a long-term basis and that certain of the proceeds of such debt obligations may be used to reimburse the District for the Reimbursement Expenditures.

The Board hereby declares the District's official intent to use a portion of the proceeds of the Bonds to reimburse the District for the Reimbursement Expenditures. The foregoing statement is a declaration of official intent that is made under and only for the purpose of establishing compliance with the requirements of Treasury Regulations section 1.150-2.

Section 17. Tax Rate Statement. The Board hereby approves the form of the tax rate statement attached hereto as **Exhibit B** and incorporated herein by reference. The District hereby requests the County Registrar of Voters to publish the tax rate statement contained in **Exhibit B**.

Section 18. Identification of Professional Service Firms. Kronick, Moskovitz, Tiedemann & Girard, a Professional Corporation, is bond and disclosure counsel to the District for the issuance and sale of the bonds.

Section 19. Effective Date. This Resolution shall take effect immediately upon its adoption.

[Remainder of Page Intentionally Left Blank]

PASSED AND ADOPTED by the following vote of the members of the Board of Education of the Chico Unified School District this _____ day of _____, 2016:

AYES:

NOES:

ABSTAIN:

ABSENT:

President of the Board of Education

ATTEST:

Secretary of the Board of Education

EXHIBIT A

FULL TEXT OF THE MEASURE

Upon the passage of Measure _____, the Chico Unified School District (the “District”) shall be authorized to issue bonds in the aggregate amount of \$152,000,000, bearing interest at rates not exceeding the statutory limit, for the purpose of funding the school facilities projects listed below under the heading “School Facilities Projects to Be Funded with Proceeds of Bonds” (the “Bond Project List”).

Background

The Board of Education of the District (the “Board”) is committed to providing a modern learning environment in local schools with safe, secure, upgraded classrooms and science labs which keep pace with 21st Century technologies and learning standards. The Board recognizes the need to modernize facilities so Chico Unified School District schools can meet the demands of current and future students. The Board adopted a long-term Facilities Master Plan on April 15, 2014, and has updated that plan as of May 18, 2016. The development of this plan included input from the community, teachers, staff, parents and students. Said plan is available for review at the District office and incorporated into the Bond Project list by this reference.

Proposition 39 Bond Accountability Measures

At its _____, 2016, meeting, the Board certified that it evaluated safety, class size reduction, and information technology needs in developing the Bond Project List set forth below. The proceeds of the Bonds shall be used only for the projects identified in the Bond Project List, and not for any other purpose (i.e., teacher and administrative salaries and other school operating expenses).

The District will deposit the proceeds of the bonds in a separate account. The Board is bound to conduct financial and performance audits annually to account for the bond funds and to assure that funds have only been expended on the specific projects authorized. The District shall prepare and deliver an annual report to the Board containing the amount of funds collected and expended as well as the status of school facilities projects authorized to be funded by proceeds of the Bonds.

The Board will appoint a citizen’s oversight committee (the “Committee”) having a minimum seven members and including at least one member active in a business organization representing the business community located within the District, one member active in a senior citizens’ organization, one member active in a bona fide taxpayers’ organization, one member who is the parent or guardian of a child enrolled in the District, and one member who is both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization.

School Facilities Projects to Be Funded with Proceeds of Bonds

The Bond Project List below describes the specific projects the Chico Unified School District proposes to finance with proceeds of the bonds. The District’s goals are to provide equity among district schools so each student has similar facilities and educational opportunities. Listed projects will be completed as needed at a particular school site according to Board-established

priorities, and the order in which such projects appear on the Bond Project List is not an indication of priority for funding or completion. The final cost of each project will be determined as plans are finalized, construction bids are awarded, and projects are completed. Certain construction funds expected from non-bond sources, including State grant funds for eligible projects, have not yet been secured. Until all project costs and funding sources are known, the Board cannot determine the amount of bond proceeds available to be spent on each project, nor guarantee that the bonds will provide sufficient funds to allow completion of all listed projects. Completion of some projects may be subject to further government approvals or appropriation by State officials and boards, to local environmental review, and to input from the public. For these reasons, inclusion of a project on the Bond Project List is not a guarantee that the project will be funded or completed. Bond proceeds will be expended to repair, modernize, replace, renovate, expand, construct, acquire, equip, furnish and otherwise improve the classrooms and school facilities of the District's existing schools, new school sites, and other district-owned properties to provide equity among campuses, improved facilities, and student access to instructional technology. Unless otherwise noted, the projects in the Bond Project List are authorized to be completed at each or any of the District's sites, as shall be approved by the Board. Projects listed may or may not apply at every site.

PART ONE

The Board adopted a long-term Facilities Master Plan on April 15, 2014, and has updated that plan as of May 18, 2016, which is incorporated herein in its entirety. Consistent with that plan and unless otherwise noted, the following types of projects are authorized to be completed as needed at each or any of the public school sites in the District boundaries in compliance with the laws of the State of California:

Building Systems Repair and Replacement

Complete major electrical, infrastructure, plumbing, sewage, structural, HVAC, and landscaping repair, upgrades and renovations to school sites, including but not limited to:

- Replace or upgrade outdated electrical systems, aging wiring and insufficient electrical panels,
- Repair or replace deteriorated plumbing and underground sewer systems,
- Repair or replace aging and/or leaky roofs,
- Repair or replace outdated, inefficient heating, ventilation and air cooling systems to provide safe learning environments, save energy and reduce maintenance costs,
- Repair or restore classroom and building interior and exterior finishes and fixtures,
- Repair or replace cracked and broken sidewalks, hardscape and exterior infrastructure,
- Resurface, repair or upgrade asphalt parking lots, playground areas, and
- Repair or replace doors and windows.

School Improvements to Support Student Learning and Instruction

- Renovate existing inadequate classrooms and support facilities to include new interior and exterior finishes,
- Remove portable classroom buildings and replace where necessary with permanently constructed classroom buildings,

- Demolish outdated facilities or facilities to be replaced,
- Expand classroom capacity and school facilities to accommodate growth.
- Acquire real property,
- Provide up-to-date classroom and instructional technology required for 21st century student learning and teaching,
- Modernize or replace student support facilities to include, but not limited to libraries, multi-purpose, student services and administration facilities,
- Upgrade and expand information systems and technology to support 21st century classrooms including telecommunications, internet and networking equipment,
- Upgrade wired and wireless infrastructure and equipment to support technology systems and leverage federal and state matching funds for school technology programs,
- Provide, expand or improve facilities to meet the needs of special education students,
- Repair or replace student and staff restrooms,
- Improve and install playfields for student and community use, to include joint-use,
- Repurpose existing school buildings consistent with educational programs, and
- Improve physical education, athletic facilities and fields, including spectator bleachers, sound systems and lighting.

School Improvements to Support Student Health, Safety & Security

- Replace obsolete fire alarms and outdated emergency communication systems,
- Remove, remediate and abate asbestos, mold, and other potentially dangerous substances,
- Provide school site security improvements, including increased lighting, fencing and vandalism and intrusion safeguards,
- Upgrade Emergency Communication Systems,
- Purchase Maintenance and Operational Equipment to protect the investment of improvements,
- Install shade structures and furnishings for outdoor activities and dining,
- Expand and improve student drop-off/pick-up areas,
- Upgrade and/or install heating and air cooling systems, and
- Upgrade and expand student food service areas and kitchens.

Improve School Accessibility & Code Compliance Upgrades

- Improve accessibility for disabled persons to comply with Americans with Disabilities Act (ADA) and Title 24,
- Repair, replace or expand restrooms to improve accessibility,
- Repair or replace drinking fountains
- Modernize and renovate physical education facilities, playgrounds and fields to comply with Title IX gender equality requirements, and
- Repair portable classrooms to comply with code requirements.

Energy Efficiency and Sustainability

- Install and/or replace existing lighting fixtures with energy efficient (LED/fluorescent) lighting systems,
- Install solar lighting systems,

- Increase building insulation and install dual-pane windows,
- Update Energy Management Systems and Controls,
- Replace older inefficient mechanical and central controls systems with energy efficient systems,
- Purchase and install solar panels and other devices to generate and/or store electricity from sunlight where feasible,
- Install innovative systems to produce energy and/or reduce consumption, and
- Install water saving efficient toilets and fixtures.

PART TWO

Phases I and II of the Facilities Master Plan have already been completed. Projects have been phased in order of Board-approved criteria. The Board has the authority to modify the order in which the projects are completed, as necessary, to react to programmatic or enrollment shifts.

Specific projects as described in the Board-adopted Facilities Master Plan include projects at the following sites:

Phase III:

Marigold Elementary School/Loma Vista Preschool
Neal Dow Elementary School
Shasta Elementary School
Chico High School Athletics
Pleasant Valley High School Athletics

Phase IV:

Emma Wilson Elementary School
Hooker Oak Elementary School
Rosedale Elementary School
Sierra View Elementary School
Pleasant Valley High School

Phase V:

Chapman Elementary School
Little Chico Creek Elementary School
McManus Elementary School
Parkview Elementary School
Fairview High School
Citrus Elementary School

Phase VI:

Chico High School
Pleasant Valley High School
Bidwell Middle School
Marsh Middle School
Chico Junior High School
Chico High School Athletics

Pleasant Valley High School Athletics

PART THREE

15.34% of the Bond proceeds shall be available to pay the costs of financed facilities for charter schools serving in-district students.

In order to maximize the effectiveness of the bond proceeds in meeting the need for public school facilities, charter schools allocation of bond proceeds shall have the greatest amount of flexibility possible to lease, purchase, develop and finance charter school facilities so long as consistent with State laws applicable to charter school facility projects and CUSD Board approval.

PART FOUR

Bond proceeds shall only be expended for the specific purposes identified herein. The District shall create an account into which proceeds of the Bonds shall be deposited and comply with the reporting requirements of Government Code § 53410.

Each project is assumed to include its share of furniture, equipment, architectural, engineering, and similar planning costs, program/project management, and a customary contingency for unforeseen design and construction costs. Proceeds of the Bonds may be used to pay or reimburse the District for the cost of District staff when performing work on or necessary and incidental to bond projects, but not for other administrator or teacher salaries.

Project costs may include preparation of all facility planning, facility studies, assessment reviews, facility master plan preparation and updates, environmental studies (including environmental investigation, remediation and monitoring), design and construction documentation, and temporary housing of dislocated District activities caused by construction projects.

Necessary site preparation/restoration may occur in connection with new construction, renovation or remodeling, or installation or removal of relocatable classrooms, including ingress and egress, removing, replacing, or installing irrigation, utility lines, trees and landscaping; installing signage and fencing; relocating fire access roads; and acquiring any necessary easements, licenses, or rights of way to the property.

For any project involving modernization or renovation of a building, the District may proceed with new replacement construction if the Board determines that replacement and new construction is economically more practical.

The allocation of Bond proceeds will be affected by the District's receipt of State matching funds and the final costs of each project. In the absence of State matching funds, which the District will aggressively pursue to reduce the District's share of the costs of the projects, the District will not be able to complete some of the projects listed above.

The budget for each project is an estimate and may be affected by factors beyond the District's control. The final cost of each project will be determined as plans and construction

documents are finalized, construction bids are received, construction contracts are awarded and projects are completed. Based on the final costs of each project, certain of the projects described above may be delayed or may not be completed.

The Bond Project List shall be considered a part of this ballot proposition, and shall be reproduced in any official document required to contain the full statement of the bond proposition.

Abbreviated Ballot Measure

The abbreviated ballot measure reads as follows:

MEASURE
___:

“To improve the quality of local public education by preventing overcrowding at elementary schools and providing safe schools through repairing or replacing leaky roofs and outdated electrical and plumbing systems, upgrading, modernizing and constructing classrooms and science labs, improving student access to technology and improving access for students with disabilities shall Chico Unified School District issue \$_____ of bonds at legal rates, including independent citizens’ oversight, audits, all funds staying local and NO money for administrative salaries?”

BONDS - YES

BONDS - NO

EXHIBIT B
TAX RATE STATEMENT

An election will be held in the Chico Unified School District (the "District") on November 8, 2016, to authorize the sale of up to \$152,000,000 in bonds of the District to modernize and improve schools within the District. Specifically, bond proceeds shall be utilized for the purposes of financing the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing, and equipping of school facilities, or the acquisition or lease of real property for school facilities.

If the bonds are authorized and sold, debt service thereon will be payable from the proceeds of tax levies made upon the taxable property in the District. The following information is provided in compliance with sections 9400-9404 of the Elections Code of the State of California. It is anticipated that the District will sell the bonds in four (4) separate series.

1. The best estimate of the tax that would be required to be levied to fund this bond issue during the first fiscal year after the first sale of the bonds, based on estimated assessed valuations available at the time of filing of this statement, is 60¢ per \$100 (\$60 per \$100,000) of assessed valuation in fiscal year 2016–2017.

2. The best estimate of the tax that would be required to be levied to fund this bond issue during the first fiscal year after the sale of the last series of bonds, based on estimated assessed valuations available at the time of filing of this statement, is 60¢ per \$100 (\$60 per \$100,000) of assessed valuation in fiscal year 2025–2026.

3. The best estimate of the highest tax rate that would be required to be levied to fund this bond issue, based on estimated assessed valuations available at the time of filing of this statement, is 60¢ per \$100 (\$60 per \$100,000) of assessed valuation.

4. The best estimate of the total debt service, including principal and interest, that would be required to be repaid if all the bonds are issued and sold is \$_____.

The estimated rates presented above apply only to the taxes levied to pay bonds authorized by this measure. Additional taxes will be levied to pay bonds issued pursuant to previous, concurrent, and future authorizations.

Voters should note that the estimated tax rates are based on the *ASSESSED VALUE* of taxable property on the County's official tax rolls, *not* on the property's market value. Property owners should consult their own property tax bills to determine their property's assessed value and any applicable tax exemptions.

Attention of all voters is directed to the fact that the foregoing information is based upon the District's projections and estimates only, which are not binding upon the District. The actual tax rates, the years in which they will apply, and the total debt service may vary due to variations from these estimates in the timing of bond sales, the amount of bonds sold and market interest rates at the time of each sale, and actual assessed valuations over the term of repayment of the bonds.

The dates of sale and the amount of bonds sold at any given time will be determined by the District based on the need for construction funds and other factors, including the legal limitations on bonds approved by a 55% vote. The actual interest rates at which the bonds will be sold will depend on the bond market at the time of each sale. Actual future assessed valuation will depend upon the amount and value of taxable property within the District as determined by the County Assessor in the annual assessment and the equalization process.

Dated: _____, 2016

Kelly Staley, Superintendent
Chico Unified School District

CERTIFICATION

I, Kelly Staley, Secretary of the Board of Education of the Chico Unified School District, Butte County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly approved and adopted by the Board of Education of the District at a regular meeting held on _____, 2016, of which meeting all the members of the Board of Education had due notice and at which a majority thereof were present, and that at the meeting the resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

An agenda for the meeting was provided at least seventy-two (72) hours before the regular meeting to all members of the Board of Education and was available to local media outlets. Further the agenda was posted at least seventy-two (72) hours before the regular meeting at the District at 1163 East Seventh Street, Chico, California, a location freely accessible to members of the public, and a brief description of the resolution appeared on the agenda.

I have carefully compared the foregoing resolution with the original minutes of the meeting on file and of record in my office, and the foregoing is a full, true, and correct copy of the original resolution adopted at the meeting and entered in the minutes.

Dated: _____, 2016

Kelly Staley,
Secretary of the Board of Education
Chico Unified School District

AGENDA ITEM: 2015-16 One-Time Discretionary Funds Update – PVHS HVAC Project

Prepared by: Kevin Bultema – Assistant Superintendent, Business Services

☐ Consent

Board Date May 18, 2016

☐ Information Only

☒ Discussion/Action

Background Information

In September 2015, the CUSD Board of Trustees approved a spending plan for one-time discretionary funds in the amount of \$5.8 million dollars. The plan included \$500,000 for installation of air conditioning in the main gyms at Chico High School (CHS) and Pleasant Valley High School (PVHS). Preliminary engineering plans have been developed resulting in an estimated cost of over \$1.6 million to complete these projects. The increased cost is due to size of gyms requiring placement of Heating, Ventilation, & Air Conditioning (HVAC) units on the roofs requiring new roofing structures to support the new HVAC units.

At its meeting on April 20th, the CUSD board provided direction to administration to research if other funds could be made available to complete the HVAC installation at PV. PV was prioritized since none of the gyms are currently air conditioned at PV. The Lincoln Center at Chico High School is air conditioned.

Administration is recommending re-allocating 2016-17 deferred maintenance projects in the estimated amount of \$401,500. Deferred maintenance projects delayed are as follows:

- Carpet replacement at Rosedale & Emma Wilson Elementary Schools
- Ceiling repair at PVHS mat room
- Roof repair/replacement at Citrus and Hooker Oak Elementary Schools
- HVAC replacements at Chapman, Rosedale, and McManus Elementary Schools

Attached is the 2016-17 deferred maintenance plan noting recommended changes.

The remaining cost of the PVHS HVAC installation would be paid from the allocation of the 2015-16 one-time money for high school A/C installation of \$500,000 and the balance of 2015-16 One-time dollars in the amount of \$280,000 (unallocated portion and balance from one-time compensation). Total available funds for this project would be \$1,181,500.

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

This reallocation of deferred maintenance projects does not increase spending beyond multi-year projected cost estimates. The use of the 2015-16 One-time funds does not spend money beyond amount received.

Recommendation

Administration recommends the board approve reallocating deferred maintenance projects budgets and the remaining unallocated portion of the 2015-16 One-time Funds to install air conditioning at PVHS.

Maintenance & Operations Summer Projects

2016/2017

Funds to be reallocated to PV Gym HVAC = \$401,500

Project	Site	Contractor	DIR Reg	Insurance	Start	Completed	Cost	Estimate	Notes
Carpet	Rosedale Library+ 8 portables							\$46,600.00	Estimate
Carpet	EWE office & staff room							\$9,900.00	Estimate
Carpet	LCC (8 rooms)							\$26,400.00	Estimate
Carpet	Emma Wilson (8 rooms)							\$26,400.00	Estimate
Carpet	Shasta (8 rooms)							\$26,400.00	Estimate
Ceiling Repair/Roof Repair	PVHS Mat Room							\$10,000.00	Estimate
Roofing Project	PV S Wing/ Library							\$60,000.00	Estimate
Roofing Project	Citrus							\$100,000.00	Estimate
Roofing Project	Hooker Oak							\$100,000.00	Estimate
Wheelchair Lift Replacement	Chico Jr							\$23,000.00	Estimate
Wheelchair Lift Replacement	EWE							\$23,000.00	Estimate
In Wall Lunch Tables	McManus							\$49,000.00	Estimate
In Wall Lunch Tables	Hooker Oak							\$49,000.00	Estimate
In Wall Lunch Tables	Parkview							\$49,000.00	Estimate
Ramps	District Wide							\$60,000.00	Estimate
Drop Ceiling repair	PVHS B							\$55,000.00	Estimate
Drop Ceiling repair	PVHS C							\$40,000.00	Estimate
HVAC	Chapman 6 units							\$45,000.00	Estimate
HVAC	Rosedale 6 units							\$45,000.00	Estimate
HVAC	McManus 6 units							\$45,000.00	Estimate
Play Equipment	Parkview							\$50,000.00	Estimate
Paving/Seal Coat	McManus							\$20,000.00	Estimate
Paving/Seal Coat	Sierra View							\$30,000.00	Estimate
Paving/Seal Coat	Neal Dow							\$25,000.00	Estimate

10.2.6.
Page 3 of 3

Totals \$1,013,700.00

\$401,500.00

AGENDA ITEM: Resolution 1333-16 - Plan Summary for Section 125 Flexible
Spending Plan

Prepared by: Kevin Bultema, Assistant Superintendent

☐ Consent

Board Date May 18, 2016

☐ Information Only

☒ Discussion/Action

Background Information

The district has long provided to employees the option to participate in a Flexible Spending Plan benefit per IRS Section 125. The plan allows employees to contribute money on a pre-tax basis to reimburse themselves for qualifying medical expenses or dependent daycare expenses. Most school districts work with vendors that provide this benefit at no cost to the district.

In 2015, the district formed a committee that included members from all employee groups to hear proposals from several vendors that provide these services. It was the recommendation of the committee to select Horace Mann (Pay Flex) as the new provider for the Flexible Spending Plan benefits beginning in July 2015. This relationship has proven to be a success; therefore, the agreement to continue services beginning in July 2016 is included for your approval.

Educational Implications

None

Fiscal Implications

None

RESOLUTION NO. 1333-16

RESOLUTION OF THE CHICO UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION REGARDING FLEXIBLE SPENDING ACCOUNT PLAN SUMMARY AND
DESCRIPTION

WHEREAS, The undersigned authorized representative of Chico Unified School District (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on May 18, 2016, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of Cafeteria Plan including a Health Flexible Spending Account and Dependent Care Flexible Spending Account effective July 1, 2016, presented to this meeting is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

The undersigned further certifies that attached hereto as Exhibits A and B, respectively, are true copies of Chico Unified School District Flexible Benefit Plan, and the Summary Plan Description approved and adopted in the foregoing resolutions.

PASSED AND ADOPTED at the regular meeting of the Governing Board of the Chico Unified School District of Butte County on May 18, 2016.

AYES:
NOES:
ABSENT:
ABSTAIN:

Eileen Robinson, President

ATTEST:

Kelly Staley, Superintendent

**CHICO UNIFIED SCHOOL DISTRICT
FLEXIBLE BENEFIT PLAN
SUMMARY PLAN DESCRIPTION**

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**XI
SUMMARY**

**CHICO UNIFIED SCHOOL DISTRICT
FLEXIBLE BENEFIT PLAN**

INTRODUCTION

We have amended the "Flexible Benefits Plan" that we previously established for you and other eligible employees. Under this Plan, you will be able to choose among certain benefits that we make available. The benefits that you may choose are outlined in this Summary Plan Description. We will also tell you about other important information concerning the amended Plan, such as the rules you must satisfy before you can join and the laws that protect your rights.

One of the most important features of our Plan is that the benefits being offered are generally ones that you are already paying for, but normally with money that has first been subject to income and Social Security taxes. Under our Plan, these same expenses will be paid for with a portion of your pay before Federal income or Social Security taxes are withheld. This means that you will pay less tax and have more money to spend and save.

Read this Summary Plan Description carefully so that you understand the provisions of our amended Plan and the benefits you will receive. This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language in this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. Also, if there is a conflict between an insurance contract and either the Plan document or this Summary Plan Description, the insurance contract will control. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This SPD describes the current provisions of the Plan which are designed to comply with applicable legal requirements. The Plan is subject to federal laws, such as the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or other federal agencies. We may also amend or terminate this Plan. If the provisions of the Plan that are described in this SPD change, we will notify you.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this SPD does not answer all of your questions, please contact the Administrator (or other plan representative). The name and address of the Administrator can be found in the Article of this SPD entitled "General Information About the Plan."

**I
ELIGIBILITY**

1. When can I become a participant in the Plan?

Before you become a Plan member (referred to in this Summary Plan Description as a "Participant"), there are certain rules which you must satisfy. First, you must meet the eligibility requirements and be an active employee. After that, the next step is to actually join the Plan on the "entry date" that we have established for all employees. The "entry date" is defined in Question 3 below. You will also be required to complete certain application forms before you can enroll in the Health Flexible Spending Account or Dependent Care Flexible Spending Account.

2. What are the eligibility requirements for our Plan?

You will be eligible to join the Plan as of your date of hire with us. Of course, if you were already a participant before this amendment, you will remain a participant.

3. When is my entry date?

Once you have met the eligibility requirements, your entry date will be the first day of the month coinciding with or following the date you met the eligibility requirements.

4. What must I do to enroll in the Plan?

Before you can join the Plan, you must complete an application to participate in the Plan. The application includes your personal choices for each of the benefits which are being offered under the Plan. You must also authorize us to set some of your earnings aside in order to pay for the benefits you have elected.

However, if you are already covered under any of the insured benefits, you will automatically participate in this Plan to the extent of your premiums unless you elect not to participate in this Plan.

**II
OPERATION**

1. How does this Plan operate?

Before the start of each Plan Year, you will be able to elect to have some of your upcoming pay contributed to the Plan. These amounts will be used to pay for the benefits you have chosen. The portion of your pay that is paid to the Plan is not subject to Federal income or Social Security taxes. In other words, this allows you to use tax-free dollars to pay for certain kinds of benefits and expenses which you normally pay for with out-of-pocket, taxable dollars. However, if you receive a reimbursement for an expense under the Plan, you cannot claim a Federal income tax credit or deduction on your return. (See the Article entitled "General Information About Our Plan" for the definition of "Plan Year.")

III CONTRIBUTIONS

1. How much of my pay may the Employer redirect?

Each year, we will automatically contribute on your behalf enough of your compensation to pay for the insurance coverage provided unless you elect not to receive any or all of such coverage. You may also elect to have us contribute on your behalf enough of your compensation to pay for any other benefits that you elect under the Plan. These amounts will be deducted from your pay over the course of the year.

2. What happens to contributions made to the Plan?

Before each Plan Year begins, you will select the benefits you want and how much of the contributions should go toward each benefit. It is very important that you make these choices carefully based on what you expect to spend on each covered benefit or expense during the Plan Year. Later, they will be used to pay for the expenses as they arise during the Plan Year.

3. When must I decide which accounts I want to use?

You are required by Federal law to decide before the Plan Year begins, during the election period (defined below). You must decide two things. First, which benefits you want and, second, how much should go toward each benefit.

If you are already covered by any of the insured benefits offered by this Plan, you will automatically become a Participant to the extent of the premiums for such insurance unless you elect, during the election period (defined below), not to participate in the Plan.

4. When is the election period for our Plan?

You will make your initial election on or before your entry date. (You should review Section I on Eligibility to better understand the eligibility requirements and entry date.) Then, for each following Plan Year, the election period is established by the Administrator and applied uniformly to all Participants. It will normally be a period of time prior to the beginning of each Plan Year. The Administrator will inform you each year about the election period. (See the Article entitled "General Information About Our Plan" for the definition of Plan Year.)

5. May I change my elections during the Plan Year?

Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections. You are permitted to change elections if you have a "change in status" and you make an election change that is consistent with the change in status. Currently, Federal law considers the following events to be a change in status:

- Marriage, divorce, death of a spouse, legal separation or annulment;
- Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
- Any of the following events for you, your spouse or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits;
- One of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance; and
- A change in the place of residence of you, your spouse or dependent that would lead to a change in status, such as moving out of a coverage area for insurance.

In addition, if you are participating in the Dependent Care Flexible Spending Account, then there is a change in status if your dependent no longer meets the qualifications to be eligible for dependent care.

There are detailed rules on when a change in election is deemed to be consistent with a change in status. In addition, there are laws that give you rights to change health coverage for you, your spouse, or your dependents. If you change coverage due to rights you have under the law, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the Administrator.

If the cost of a benefit provided under the Plan increases or decreases during a Plan Year, then we will automatically increase or decrease, as the case may be, your salary redirection election. If the cost increases significantly, you will be permitted to either make corresponding changes in your payments or revoke your election and obtain coverage under another benefit package option with similar coverage, or revoke your election entirely.

If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, then you may revoke your elections and elect to receive on a prospective basis coverage under another plan with similar coverage. In addition, if we add a new coverage option or eliminate an existing option, you may elect the newly-added option (or elect another option if an option has been eliminated) and make corresponding election changes to other options providing similar coverage. If you are not a Participant, you may elect to join the Plan. There are also certain situations when you may be able to change your elections on account of a change under the plan of your spouse's, former spouse's or dependent's employer.

These rules on change due to cost or coverage do not apply to the Health Flexible Spending Account, and you may not change your election to the Health Flexible Spending Account if you make a change due to cost or coverage for insurance.

You may not change your election under the Dependent Care Flexible Spending Account if the cost change is imposed by a dependent care provider who is your relative.

You may revoke your coverage under the employer's group health plan outside of our open enrollment period, if your employment status changes from working at least 30 hours per week to less than 30 hours. This is regardless of whether the reduction in hours has resulted in loss of eligibility. You must show intent to enroll in another health plan.

You may also revoke your coverage under our Employer sponsored group health plan if you are eligible to obtain coverage through the health exchanges.

6. May I make new elections in future Plan Years?

Yes, you may. For each new Plan Year, you may change the elections that you previously made. You may also choose not to participate in the Plan for the upcoming Plan Year. If you do not make new elections during the election period before a new Plan Year begins, we will assume you want your elections for insured benefits only to remain the same and you will not be considered a Participant for the non-insured benefit options under the Plan for the upcoming Plan Year.

IV BENEFITS

1. Health Flexible Spending Account

The Health Flexible Spending Account enables you to pay for expenses allowed under Sections 105 and 213(d) of the Internal Revenue Code which are not covered by our insured medical plan and save taxes at the same time. The Health Flexible Spending Account allows you to be reimbursed by the Employer for expenses incurred by you and your dependents.

Drug costs, including insulin, may be reimbursed.

You may be reimbursed for "over the counter" drugs only if those drugs are prescribed for you. You may not, however, be reimbursed for the cost of other health care coverage maintained outside of the Plan, or for long-term care expenses. A list of covered expenses is available from the Administrator.

The most that you can contribute to your Health Flexible Spending Account each Plan Year is \$2,550. In addition, you will be eligible to carryover amounts left in your Health Flexible Spending Account, up to \$500 (minimum is \$5.00). This means that amounts you do not use during a Plan Year can be carried over to the next Plan Year and used for expenses incurred in the next Plan Year.

In order to be reimbursed for a health care expense, you must submit to the Administrator an itemized bill from the service provider. We will also provide you with a debit or credit card to use to pay for medical expenses. The Administrator will provide you with further details. Amounts reimbursed from the Plan may not be claimed as a deduction on your personal income tax return. Reimbursement from the fund shall be paid at least once a month. Expenses under this Plan are treated as being "incurred" when you are provided with the care that gives rise to the expenses, not when you are formally billed or charged, or you pay for the medical care.

You may be reimbursed for expenses for any child until the end of the calendar year in which the child reaches age 26. A child is a natural child, stepchild, foster child, adopted child, or a child placed with you for adoption. If a child gains or regains eligibility due to these new rules, that qualifies as a change in status to change coverage.

Newborns' and Mothers' Health Protection Act: Group health plans generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Women's Health and Cancer Rights Act: This plan, as required by the Women's Health and Cancer Rights Act of 1998, will reimburse up to plan limits for benefits for mastectomy-related services including reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy (including lymphedema). Contact your Plan Administrator for more information.

2. Dependent Care Flexible Spending Account

The Dependent Care Flexible Spending Account enables you to pay for out-of-pocket, work-related dependent day-care cost with pre-tax dollars. If you are married, you can use the account if you and your spouse both work or, in some situations, if your spouse goes to school full-time. Single employees can also use the account.

An eligible dependent is someone for whom you can claim expenses on Federal Income Tax Form 2441 "Credit for Child and Dependent Care Expenses." Children must be under age 13. Other dependents must be physically or mentally unable to care for themselves. Dependent Care arrangements which qualify include:

- (a) A Dependent (Day) Care Center, provided that if care is provided by the facility for more than six individuals, the facility complies with applicable state and local laws;
- (b) An Educational Institution for pre-school children. For older children, only expenses for non-school care are eligible; and
- (c) An "Individual" who provides care inside or outside your home: The "Individual" may not be a child of yours under age 19 or anyone you claim as a dependent for Federal tax purposes.

You should make sure that the dependent care expenses you are currently paying for qualify under our Plan. We will also provide you with a debit or credit card to use to pay for dependent care expenses. The Administrator will provide you with further details.

The law places limits on the amount of money that can be paid to you in a calendar year from your Dependent Care Flexible Spending Account. Generally, your reimbursements may not exceed the lesser of: (a) \$5,000 (if you are married filing a joint return or you are head of a household) or \$2,500 (if you are married filing separate returns); (b) your taxable compensation; (c) your spouse's actual or deemed earned income (a spouse who is a full time student or incapable of caring for himself/herself has a monthly earned income of \$250 for one dependent or \$500 for two or more dependents).

Also, in order to have the reimbursements made to you from this account be excludable from your income, you must provide a statement from the service provider including the name, address, and in most cases, the taxpayer identification number of the service provider on your tax form for the year, as well as the amount of such expense as proof that the expense has been incurred. In addition, Federal tax laws permit a tax credit for certain dependent care expenses you may be paying for even if you are not a Participant in this Plan. You may save more money if you take advantage of this tax credit rather than using the Dependent Care Flexible Spending Account under our Plan. Ask your tax adviser which is better for you.

3. Premium Expense Account

A Premium Expense Account allows you to use tax-free dollars to pay for certain premium expenses under various insurance programs that we offer you. These premium expenses include:

- Health care premiums under our insured group medical plan.
- Dental insurance premiums.
- Disability insurance premiums.
- Vision insurance premiums.

Under our Plan, we will establish sub-accounts for you for each different type of insurance coverage that is available. Also, certain limits on the amount of coverage may apply.

The Administrator may terminate or modify Plan benefits at any time, subject to the provisions of any insurance contracts providing benefits described above. We will not be liable to you if an insurance company fails to provide any of the benefits described above. Also, your insurance will end when you leave employment, are no longer eligible under the terms of any insurance policies, or when insurance terminates.

Any benefits to be provided by insurance will be provided only after (1) you have provided the Administrator the necessary information to apply for insurance, and (2) the insurance is in effect for you.

If you cover your children up to age 26 under your insurance, you can pay for that coverage through the Plan.

V BENEFIT PAYMENTS

1. When will I receive payments from my accounts?

During the course of the Plan Year, you may submit requests for reimbursement of expenses you have incurred. Expenses are considered "incurred" when the service is performed, not necessarily when it is paid for. The Administrator will provide you with acceptable forms for submitting these requests for reimbursement. If the request qualifies as a benefit or expense that the Plan has agreed to pay, you will receive a reimbursement payment soon thereafter. Remember, these reimbursements which are made from the Plan are generally not subject to federal income tax or withholding. Nor are they subject to Social Security taxes. Requests for payment of insured benefits should be made directly to the insurer. You will only be reimbursed from the Dependent Care Flexible Spending Account to the extent that there are sufficient funds in the Account to cover your request.

2. What happens if I don't spend all Plan contributions during the Plan Year?

Any monies left at the end of the Plan Year will be forfeited, except for \$500 (minimum is \$5.00) that can be carried over into the next Plan Year. Obviously, qualifying expenses that you incur late in the Plan Year for which you seek reimbursement after the end of such Plan Year will be paid first before any amount is forfeited. For the Health Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. For the Dependent Care Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. Because it is possible that you might forfeit amounts in the Plan if you do not fully use the contributions that have been made, it is important that you decide how much to place in each account carefully and conservatively. Remember, you must decide which benefits you want to contribute to and how much to place in each account before the Plan Year begins. You want to be as certain as you can that the amount you decide to place in each account will be used up entirely.

3. Family and Medical Leave Act (FMLA)

If you take leave under the Family and Medical Leave Act, you may revoke or change your existing elections for health insurance and the Health Flexible Spending Account. If your coverage in these benefits terminates, due to your revocation of the benefit while on leave or due to your non-payment of contributions, you will be permitted to reinstate coverage for the remaining part of the Plan Year upon your return. For the Health Flexible Spending Account, you may continue your coverage or you may revoke your coverage and resume it when you return. You can resume your coverage at its original level and make payments for the time that you are on leave. For example, if you elect \$1,200 for the year and are out on leave for 3 months, then return and elect to resume your coverage at that level, your remaining payments will be increased to cover the difference - from \$100 per month to \$150 per month. Alternatively your maximum amount will be reduced proportionately for the time that you were gone. For example, if you elect \$1,200 for the year and are out on leave for 3 months, your amount will be reduced to \$900. The expenses you incur during the time you are not in the Health Flexible Spending Account are not reimbursable.

If you continue your coverage during your unpaid leave, you may pre-pay for the coverage, you may pay for your coverage on an after-tax basis while you are on leave, or you and your Employer may arrange a schedule for you to "catch up" your payments when you return.

4. Uniformed Services Employment and Reemployment Rights Act (USERRA)

If you are going into or returning from military service, you may have special rights to health care coverage under your Health Flexible Spending Account under the Uniformed Services Employment and Reemployment Rights Act of 1994. These rights can include extended health care coverage. If you may be affected by this law, ask your Administrator for further details.

5. What happens if I terminate employment?

If you terminate employment during the Plan Year, your right to benefits will be determined in the following manner:

- (a) You will remain covered by insurance, but only for the period for which premiums have been paid prior to your termination of employment.
- (b) You will still be able to request reimbursement for qualifying dependent care expenses incurred during the remainder of the Plan Year from the balance remaining in your dependent care account at the time of termination of employment. However, no further salary redirection contributions will be made on your behalf after you terminate. You must submit claims within 90 days after the end of the Plan Year in which termination occurs.
- (c) For health benefit coverage and Health Flexible Spending Account coverage on termination of employment, please see the Article entitled "Continuation Coverage Rights Under COBRA." Upon your termination of employment, your participation in the Health Flexible Spending Account will cease, and no further salary redirection contributions will be contributed on your behalf. However, you will be able to submit claims for health care expenses that were incurred before the end of the period for which payments to the Health Flexible Spending Account have already been made. Your further participation will be governed by "Continuation Coverage Rights Under COBRA."

6. Will my Social Security benefits be affected?

Your Social Security benefits may be slightly reduced because when you receive tax-free benefits under our Plan, it reduces the amount of contributions that you make to the Federal Social Security system as well as our contribution to Social Security on your behalf.

**VI
HIGHLY COMPENSATED AND KEY EMPLOYEES**

1. Do limitations apply to highly compensated employees?

Under the Internal Revenue Code, highly compensated employees and key employees generally are Participants who are officers, shareholders or highly paid. You will be notified by the Administrator each Plan Year whether you are a highly compensated employee or a key employee.

If you are within these categories, the amount of contributions and benefits for you may be limited so that the Plan as a whole does not unfairly favor those who are highly paid, their spouses or their dependents. Federal tax laws state that a plan will be considered to unfairly favor the key employees if they as a group receive more than 25% of all of the nontaxable benefits provided for under our Plan.

Plan experience will dictate whether contribution limitations on highly compensated employees or key employees will apply. You will be notified of these limitations if you are affected.

**VII
PLAN ACCOUNTING**

1. Periodic Statements

The Administrator will provide you with a statement of your account periodically during the Plan Year that shows your account balance. It is important to read these statements carefully so you understand the balance remaining to pay for a benefit. Remember, you want to spend all the money you have designated for a particular benefit by the end of the Plan Year.

**VIII
GENERAL INFORMATION ABOUT OUR PLAN**

This Section contains certain general information which you may need to know about the Plan.

1. General Plan Information

Chico Unified School District Flexible Benefit Plan is the name of the Plan.

Your Employer has assigned Plan Number 501 to your Plan.

The provisions of your amended Plan become effective on July 1, 2016. Your Plan was originally effective on July 1, 2015.

Your Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on July 1 and ends on June 30.

2. Employer Information

Your Employer's name, address, and identification number are:

Chico Unified School District
1163 East 7th Street
Chico, California 95928
94-1591650

3. Plan Administrator Information

The name, address and business telephone number of your Plan's Administrator are:

Chico Unified School District
1163 East 7th Street
Chico, California 95928
530-891-3220

The Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about our Plan. You may contact the Administrator for any further information about the Plan.

4. Service of Legal Process

The name and address of the Plan's agent for service of legal process are:
 Chico Unified School District
 1163 East 7th Street
 Chico, California 95928

5. Type of Administration

The type of Administration is Employer Administration.

6. Claims Submission

Claims for expenses should be submitted to:

PayFlex Systems USA, Inc.
 P.O. Box 981158
 El Paso, TX 79998-1158

IX ADDITIONAL PLAN INFORMATION

1. Claims Process

You should submit all reimbursement claims during the Plan Year. For the Health Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. For the Dependent Care Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. Any claims submitted after that time will not be considered.

Claims that are insured will be handled in accordance with procedures contained in the insurance policies. All other general requests should be directed to the Administrator of our Plan. If a dependent care or medical expense claim under the Plan is denied in whole or in part, you or your beneficiary will receive written notification. The notification will include the reasons for the denial, with reference to the specific provisions of the Plan on which the denial was based, a description of any additional information needed to process the claim and an explanation of the claims review procedure. Within 60 days after denial, you or your beneficiary may submit a written request for reconsideration of the denial to the Administrator.

Any such request should be accompanied by documents or records in support of your appeal. You or your beneficiary may review pertinent documents and submit issues and comments in writing. The Administrator will review the claim and provide, within 60 days, a written response to the appeal. (This period may be extended an additional 60 days under certain circumstances.) In this response, the Administrator will explain the reason for the decision, with specific reference to the provisions of the Plan on which the decision is based. The Administrator has the exclusive right to interpret the appropriate plan provisions. Decisions of the Administrator are conclusive and binding.

X CONTINUATION COVERAGE RIGHTS UNDER COBRA

Under federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), certain employees and their families covered under health benefits under this Plan will be entitled to the opportunity to elect a temporary extension of health coverage (called "COBRA continuation coverage") where coverage under the Plan would otherwise end. This notice is intended to inform Plan Participants and beneficiaries, in summary fashion, of their rights and obligations under the continuation coverage provisions of COBRA, as amended and reflected in final and proposed regulations published by the Department of the Treasury. This notice is intended to reflect the law and does not grant or take away any rights under the law.

The Plan Administrator or its designee is responsible for administering COBRA continuation coverage. Complete instructions on COBRA, as well as election forms and other information, will be provided by the Plan Administrator or its designee to Plan Participants who become Qualified Beneficiaries under COBRA. While the Plan itself is not a group health plan, it does provide health benefits. Whenever "Plan" is used in this section, it means any of the health benefits under this Plan including the Health Flexible Spending Account.

1. What is COBRA continuation coverage?

COBRA continuation coverage is the temporary extension of group health plan coverage that must be offered to certain Plan Participants and their eligible family members (called "Qualified Beneficiaries") at group rates. The right to COBRA continuation coverage is triggered by the occurrence of a life event that results in the loss of coverage under the terms of the Plan (the "Qualifying Event"). The coverage must be identical to the coverage that the Qualified Beneficiary had immediately before the Qualifying Event, or if the coverage has been changed, the coverage must be identical to the coverage provided to similarly situated active employees who have not experienced a Qualifying Event (in other words, similarly situated non-COBRA beneficiaries).

There may be other options available when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

2. Who can become a Qualified Beneficiary?

In general, a Qualified Beneficiary can be:

(a) Any individual who, on the day before a Qualifying Event, is covered under a Plan by virtue of being on that day either a covered Employee, the Spouse of a covered Employee, or a Dependent child of a covered Employee. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

(b) Any child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, and any individual who is covered by the Plan as an alternate recipient under a qualified medical support order. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

The term "covered Employee" includes any individual who is provided coverage under the Plan due to his or her performance of services for the employer sponsoring the Plan. However, this provision does not establish eligibility of these individuals. Eligibility for Plan coverage shall be determined in accordance with Plan Eligibility provisions.

An individual is not a Qualified Beneficiary if the individual's status as a covered Employee is attributable to a period in which the individual was a nonresident alien who received from the individual's Employer no earned income that constituted income from sources within the United States. If, on account of the preceding reason, an individual is not a Qualified Beneficiary, then a Spouse or Dependent child of the individual will also not be considered a Qualified Beneficiary by virtue of the relationship to the individual. A domestic partner is not a Qualified Beneficiary.

Each Qualified Beneficiary (including a child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage) must be offered the opportunity to make an independent election to receive COBRA continuation coverage.

3. What is a Qualifying Event?

A Qualifying Event is any of the following if the Plan provided that the Plan participant would lose coverage (i.e., cease to be covered under the same terms and conditions as in effect immediately before the Qualifying Event) in the absence of COBRA continuation coverage:

(a) The death of a covered Employee.

(b) The termination (other than by reason of the Employee's gross misconduct), or reduction of hours, of a covered Employee's employment.

(c) The divorce or legal separation of a covered Employee from the Employee's Spouse. If the Employee reduces or eliminates the Employee's Spouse's Plan coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a Qualifying Event even though the Spouse's coverage was reduced or eliminated before the divorce or legal separation.

(d) A covered Employee's enrollment in any part of the Medicare program.

(e) A Dependent child's ceasing to satisfy the Plan's requirements for a Dependent child (for example, attainment of the maximum age for dependency under the Plan).

If the Qualifying Event causes the covered Employee, or the covered Spouse or a Dependent child of the covered Employee, to cease to be covered under the Plan under the same terms and conditions as in effect immediately before the Qualifying Event, the persons losing such coverage become Qualified Beneficiaries under COBRA if all the other conditions of COBRA are also met. For example, any increase in contribution that must be paid by a covered Employee, or the Spouse, or a Dependent child of the covered Employee, for coverage under the Plan that results from the occurrence of one of the events listed above is a loss of coverage.

The taking of leave under the Family and Medical Leave Act of 1993, as amended ("FMLA") does not constitute a Qualifying Event. A Qualifying Event will occur, however, if an Employee does not return to employment at the end of the FMLA leave and all other COBRA continuation coverage conditions are present. If a Qualifying Event occurs, it occurs on the last day of FMLA leave and the applicable maximum coverage period is measured from this date (unless coverage is lost at a later date and the Plan provides for the extension of the required periods, in which case the maximum coverage date is measured from the date when the coverage is lost.) Note

that the covered Employee and family members will be entitled to COBRA continuation coverage even if they failed to pay the employee portion of premiums for coverage under the Plan during the FMLA leave.

4. What factors should be considered when determining to elect COBRA continuation coverage?

When considering options for health coverage, Qualified Beneficiaries should consider:

- **Premiums:** This plan can charge up to 102% of total plan premiums for COBRA coverage. Other options, like coverage on a spouse's plan or through the Marketplace, may be less expensive. Qualified Beneficiaries have special enrollment rights under federal law (HIPAA). They have the right to request special enrollment in another group health plan for which they are otherwise eligible (such as a plan sponsored by a spouse's employer) within 30 days after Plan coverage ends due to one of the Qualifying Events listed above.
- **Provider Networks:** If a Qualified Beneficiary is currently getting care or treatment for a condition, a change in health coverage may affect access to a particular health care provider. You may want to check to see if your current health care providers participate in a network in considering options for health coverage.
- **Drug Formularies:** For Qualified Beneficiaries taking medication, a change in health coverage may affect costs for medication – and in some cases, the medication may not be covered by another plan. Qualified beneficiaries should check to see if current medications are listed in drug formularies for other health coverage.
- **Severance payments:** If COBRA rights arise because the Employee has lost his job and there is a severance package available from the employer, the former employer may have offered to pay some or all of the Employee's COBRA payments for a period of time. This can affect the timing of coverage available in the Marketplace. In this scenario, the Employee may want to contact the Department of Labor at 1-866-444-3272 to discuss options.
- **Medicare Eligibility:** You should be aware of how COBRA coverage coordinates with Medicare eligibility. If you are eligible for Medicare at the time of the Qualifying Event, or if you will become eligible soon after the Qualifying Event, you should know that you have 8 months to enroll in Medicare after your employment –related health coverage ends. Electing COBRA coverage does not extend this 8-month period. For more information, see [medicare.gov/sign-up-change-plan](https://www.medicare.gov/sign-up-change-plan).
- **Service Areas:** If benefits under the Plan are limited to specific service or coverage areas, benefits may not be available to a Qualified Beneficiary who moves out of the area.
- **Other Cost-Sharing:** In addition to premiums or contributions for health coverage, the Plan requires participants to pay copayments, deductibles, coinsurance, or other amounts as benefits are used. Qualified beneficiaries should check to see what the cost-sharing requirements are for other health coverage options. For example, one option may have much lower monthly premiums, but a much higher deductible and higher copayments.

Are there other coverage options besides COBRA Continuation Coverage? Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for Qualified Beneficiaries through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

5. What is the procedure for obtaining COBRA continuation coverage?

The Plan has conditioned the availability of COBRA continuation coverage upon the timely election of such coverage. An election is timely if it is made during the election period.

6. What is the election period and how long must it last?

The election period is the time period within which the Qualified Beneficiary must elect COBRA continuation coverage under the Plan. The election period must begin no later than the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event and ends 60 days after the later of the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event or the date notice is provided to the Qualified Beneficiary of her or his right to elect COBRA continuation coverage. If coverage is not elected within the 60 day period, all rights to elect COBRA continuation coverage are forfeited.

Note: If a covered Employee who has been terminated or experienced a reduction of hours qualifies for a trade readjustment allowance or alternative trade adjustment assistance under a federal law called the Trade Act of 2002, as extended by the Trade Preferences Extension Act of 2015, and the employee and his or her covered dependents have not elected COBRA coverage within the normal election period, a second opportunity to elect COBRA coverage will be made available for themselves and certain family members, but only within a limited period of 60 days or less and only during the six months immediately after their group health plan coverage ended. Any person who qualifies or thinks that he or she and/or his or her family members may qualify for assistance under this special provision should contact the Plan Administrator or its designee for further information about the special second election period. If continuation coverage is elected under this extension, it will not become effective prior to the beginning of this special second election period.

7. Is a covered Employee or Qualified Beneficiary responsible for informing the Plan Administrator of the occurrence of a Qualifying Event?

The Plan will offer COBRA continuation coverage to Qualified Beneficiaries only after the Plan Administrator or its designee has been timely notified that a Qualifying Event has occurred. The Employer (if the Employer is not the Plan Administrator) will notify the Plan Administrator or its designee of the Qualifying Event within 30 days following the date coverage ends when the Qualifying Event is:

- (a) the end of employment or reduction of hours of employment,
- (b) death of the employee,
- (c) commencement of a proceeding in bankruptcy with respect to the Employer, or
- (d) entitlement of the employee to any part of Medicare.

IMPORTANT:

For the other Qualifying Events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you or someone on your behalf must notify the Plan Administrator or its designee in writing within 60 days after the Qualifying Event occurs, using the procedures specified below. If these procedures are not followed or if the notice is not provided in writing to the Plan Administrator or its designee during the 60-day notice period, any spouse or dependent child who loses coverage will not be offered the option to elect continuation coverage. You must send this notice to the Plan Administrator or its designee.

NOTICE PROCEDURES:

Any notice that you provide must be in writing. Oral notice, including notice by telephone, is not acceptable. You must mail, fax or hand-deliver your notice to the person, department or firm listed below, at the following address:

Chico Unified School District
1163 East 7th Street
Chico, California 95928

If mailed, your notice must be postmarked no later than the last day of the required notice period. Any notice you provide must state:

- the **name of the plan or plans** under which you lost or are losing coverage,
- the **name and address of the employee** covered under the plan,
- the **name(s) and address(es) of the Qualified Beneficiary(ies)**, and
- the **Qualifying Event** and the **date** it happened.

If the Qualifying Event is a **divorce or legal separation**, your notice must include a **copy of the divorce decree or the legal separation agreement**.

Be aware that there are other notice requirements in other contexts, for example, in order to qualify for a disability extension.

Once the Plan Administrator or its designee receives timely notice that a Qualifying Event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each Qualified Beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage for their spouses, and parents may elect COBRA continuation coverage on behalf of their children. For each Qualified Beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date that plan coverage would otherwise have been lost. If you or your spouse or dependent children do not elect continuation coverage within the 60-day election period described above, the right to elect continuation coverage will be lost.

8. Is a waiver before the end of the election period effective to end a Qualified Beneficiary's election rights?

If, during the election period, a Qualified Beneficiary waives COBRA continuation coverage, the waiver can be revoked at any time before the end of the election period. Revocation of the waiver is an election of COBRA continuation coverage. However, if a waiver is later revoked, coverage need not be provided retroactively (that is, from the date of the loss of coverage until the waiver is revoked). Waivers and revocations of waivers are considered made on the date they are sent to the Plan Administrator or its designee, as applicable.

9. Is COBRA coverage available if a Qualified Beneficiary has other group health plan coverage or Medicare?

Qualified Beneficiaries who are entitled to elect COBRA continuation coverage may do so even if they are covered under another group health plan or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, a Qualified Beneficiary's COBRA coverage will terminate automatically if, after electing COBRA, he or she becomes entitled to Medicare or becomes

covered under other group health plan coverage (but only after any applicable preexisting condition exclusions of that other plan have been exhausted or satisfied).

10. When may a Qualified Beneficiary's COBRA continuation coverage be terminated?

During the election period, a Qualified Beneficiary may waive COBRA continuation coverage. Except for an interruption of coverage in connection with a waiver, COBRA continuation coverage that has been elected for a Qualified Beneficiary must extend for at least the period beginning on the date of the Qualifying Event and ending not before the earliest of the following dates:

- (a) The last day of the applicable maximum coverage period.
- (b) The first day for which Timely Payment is not made to the Plan with respect to the Qualified Beneficiary.
- (c) The date upon which the Employer ceases to provide any group health plan (including a successor plan) to any employee.
- (d) The date, after the date of the election, that the Qualified Beneficiary first becomes entitled to Medicare (either part A or part B, whichever occurs earlier).
- (e) In the case of a Qualified Beneficiary entitled to a disability extension, the later of:
 - (1) (i) 29 months after the date of the Qualifying Event, or (ii) the first day of the month that is more than 30 days after the date of a final determination under Title II or XVI of the Social Security Act that the disabled Qualified Beneficiary whose disability resulted in the Qualified Beneficiary's entitlement to the disability extension is no longer disabled, whichever is earlier; or
 - (2) the end of the maximum coverage period that applies to the Qualified Beneficiary without regard to the disability extension.

The Plan can terminate for cause the coverage of a Qualified Beneficiary on the same basis that the Plan terminates for cause the coverage of similarly situated non-COBRA beneficiaries, for example, for the submission of a fraudulent claim.

In the case of an individual who is not a Qualified Beneficiary and who is receiving coverage under the Plan solely because of the individual's relationship to a Qualified Beneficiary, if the Plan's obligation to make COBRA continuation coverage available to the Qualified Beneficiary ceases, the Plan is not obligated to make coverage available to the individual who is not a Qualified Beneficiary.

11. What are the maximum coverage periods for COBRA continuation coverage?

The maximum coverage periods are based on the type of the Qualifying Event and the status of the Qualified Beneficiary, as shown below.

- (a) In the case of a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period ends 18 months after the Qualifying Event if there is not a disability extension and 29 months after the Qualifying Event if there is a disability extension.
- (b) In the case of a covered Employee's enrollment in the Medicare program before experiencing a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period for Qualified Beneficiaries ends on the later of:
 - (1) 36 months after the date the covered Employee becomes enrolled in the Medicare program. This extension does not apply to the covered Employee; or
 - (2) 18 months (or 29 months, if there is a disability extension) after the date of the covered Employee's termination of employment or reduction of hours of employment.
- (c) In the case of a Qualified Beneficiary who is a child born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, the maximum coverage period is the maximum coverage period applicable to the Qualifying Event giving rise to the period of COBRA continuation coverage during which the child was born or placed for adoption.
- (d) In the case of any other Qualifying Event than that described above, the maximum coverage period ends 36 months after the Qualifying Event.

12. Under what circumstances can the maximum coverage period be expanded?

If a Qualifying Event that gives rise to an 18-month or 29-month maximum coverage period is followed, within that 18- or 29-month period, by a second Qualifying Event that gives rise to a 36-months maximum coverage period, the original period is expanded to 36 months, but only for individuals who are Qualified Beneficiaries at the time of and with respect to both Qualifying Events. In no circumstance can the COBRA maximum coverage period be expanded to more than 36 months after the date of the first Qualifying Event. The Plan Administrator must be notified of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

13. How does a Qualified Beneficiary become entitled to a disability extension?

A disability extension will be granted if an individual (whether or not the covered Employee) who is a Qualified Beneficiary in connection with the Qualifying Event that is a termination or reduction of hours of a covered Employee's employment, is determined under Title II or XVI of the Social Security Act to have been disabled at any time during the first 60 days of COBRA continuation coverage. To qualify for the disability extension, the Qualified Beneficiary must also provide the Plan Administrator with notice of the disability determination on a date that is both within 60 days after the date of the determination and before the end of the original 18-month maximum coverage. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

14. Does the Plan require payment for COBRA continuation coverage?

For any period of COBRA continuation coverage under the Plan, Qualified Beneficiaries who elect COBRA continuation coverage may be required to pay up to 102% of the applicable premium and up to 150% of the applicable premium for any expanded period of COBRA continuation coverage covering a disabled Qualified Beneficiary due to a disability extension. Your Plan Administrator will inform you of the cost. The Plan will terminate a Qualified Beneficiary's COBRA continuation coverage as of the first day of any period for which timely payment is not made.

15. Must the Plan allow payment for COBRA continuation coverage to be made in monthly installments?

Yes. The Plan is also permitted to allow for payment at other intervals.

16. What is Timely Payment for COBRA continuation coverage?

Timely Payment means a payment made no later than 30 days after the first day of the coverage period. Payment that is made to the Plan by a later date is also considered Timely Payment if either under the terms of the Plan, covered Employees or Qualified Beneficiaries are allowed until that later date to pay for their coverage for the period or under the terms of an arrangement between the Employer and the entity that provides Plan benefits on the Employer's behalf, the Employer is allowed until that later date to pay for coverage of similarly situated non-COBRA beneficiaries for the period.

Notwithstanding the above paragraph, the Plan does not require payment for any period of COBRA continuation coverage for a Qualified Beneficiary earlier than 45 days after the date on which the election of COBRA continuation coverage is made for that Qualified Beneficiary. Payment is considered made on the date on which it is postmarked to the Plan.

If Timely Payment is made to the Plan in an amount that is not significantly less than the amount the Plan requires to be paid for a period of coverage, then the amount paid will be deemed to satisfy the Plan's requirement for the amount to be paid, unless the Plan notifies the Qualified Beneficiary of the amount of the deficiency and grants a reasonable period of time for payment of the deficiency to be made. A "reasonable period of time" is 30 days after the notice is provided. A shortfall in a Timely Payment is not significant if it is no greater than the lesser of \$50 or 10% of the required amount.

17. How is my participation in the Health Flexible Spending Account affected?

You can elect to continue your participation in the Health Flexible Spending Account for the remainder of the Plan Year, subject to the following conditions. You may only continue to participate in the Health Flexible Spending Account if you have elected to contribute more money than you have taken out in claims. For example, if you elected to contribute an annual amount of \$500 and, at the time you terminate employment, you have contributed \$300 but only claimed \$150, you may elect to continue coverage under the Health Flexible Spending Account. If you elect to continue coverage, then you would be able to continue to receive your health reimbursements up to the \$500. However, you must continue to pay for the coverage, just as the money has been taken out of your paycheck, but on an after-tax basis. The Plan can also charge you an extra amount (as explained above for other health benefits) to provide this benefit.

IF YOU HAVE QUESTIONS

If you have questions about your COBRA continuation coverage, you should contact the Plan Administrator or its designee. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website at www.dol.gov/ebsa.

KEEP YOUR PLAN ADMINISTRATOR INFORMED OF ADDRESS CHANGES

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator or its designee.

**XI
SUMMARY**

The money you earn is important to you and your family. You need it to pay your bills, enjoy recreational activities and save for the future. Our flexible benefits plan will help you keep more of the money you earn by lowering the amount of taxes you pay. The Plan is the result of our continuing efforts to find ways to help you get the most for your earnings.

If you have any questions, please contact the Administrator.

AGENDA ITEM: Measure E Citizens' Bond Oversight Committee Recommendation

Prepared by: Kevin Bultema, Assistant Superintendent Business Services

☐ Consent

Board Date May 18, 2016

☐ Information Only

☒ Discussion/Action

Background Information

On November 6, 2012 Chico Unified School District successfully passed Measure E, a \$78 million dollar School Bond. With the passage of the Bond, the District must establish a Citizens' Bond Oversight Committee (CBOC) to develop and approve Committee Bylaws.

Per Education Code Section 152789(a), the committee shall consist of at least seven (7) members to serve a two year term, without compensation. As of May 20, 2016 the CBOC will only have four members, and will have three vacancies going into the next fiscal year. District Staff is actively recruiting new CBOC members to fill these vacancies.

Tracy Bettencourt, Regulatory and Grants Manager for the City of Chico in the Public Works, Engineering Department has applied for membership as well as Angela Spain who is a member of the Taxpayer Advisory Panel (TAP) for the Federal Advisory Committee to the Internal Revenue Service.

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

No impact to the General Fund.

Recommendation

It is recommended that the Board approve the CBOC membership applications for Tracy Bettencourt to fill the category of Parent or Guardian of a Child Enrolled in the District and Angela Spain to fill the category of bona-fide taxpayer association.

AGENDA ITEM: Sunshine of Articles for Bargaining – CSEA (2016-17)

Prepared by: Jim Hanlon

☐ Consent

Board Date May 18, 2016

☐ Information Only

☒ Discussion/Action

Background Information The CSEA Collective Bargaining Agreement requires that both CUSD and CSEA sunshine any articles that are opened for bargaining by May 1st of each year and made public at the next scheduled board meeting. CUSD will open Article 3 (Hours of Employment) to discuss combining positions (i.e. bus driver and custodian) to increase work hours in order to reduce turnover in key positions.

Article 2 (Wages) and Article 7 (Health and Welfare Benefits) are automatically reopened each year.

Educational Implications CSEA employees support the delivery of educational services at all levels including transportation, facilities, student safety, record keeping and nutrition. All these services facilitate student learning in the classroom.

Fiscal Implications Depending on the outcome of negotiations there may be yet to be determined costs in wages and benefits.



CSEA Chico Chapter #110 **Initial Proposal for 2016/17 Negotiations**

ARTICLE 2 - WAGES:

1. A fair and equitable increase across the board to the salary schedule.
2. Negotiate the effects of the increase in the minimum wage as it relates to classifications at or near minimum wage amounts as they phase in and on the relative salary levels between ranges of all other classifications on the salary schedule.
3. Provide more information on check stubs.
4. More pay for employees who are or may be required to provide medical procedures for special needs students.
5. Calculate any back stipends possibly do from the MAA program and renew stipend agreement for future years.

ARTICLE 7 – HEALTH AND WELFARE BENEFITS:

1. Fair and equitable enhancements to the Health and Welfare Benefits program and/or District contribution for Benefits.
2. Provide an opt out option for employees with proof of coverage that provides better benefits than having them take advantage of BSSP's Administrative Fee procedures.
3. Negotiate the effects, if any, of potential taxes on benefits, including the "Cadillac Tax."
4. Clean up language in health and welfare article.
5. Provide census data and get rate quotes and plan design options from other providers besides BSSP, specifically California's Valued Trust. Census Data to be provide based on unit members employed on or about November 1st and provided by November 7, 2016.

If CSEA unit members determine by majority vote that they want to switch providers, ensure a tentative agreement is ratified and executed before January 7th by both parties. Send notice to BSSP by no later than January 25, 2017 in this event, and notice directly thereafter to the new provider chosen.

ARTICLE 5 – LEAVES:

1. Fair and equitable enhancements to the leave and vacation provisions of this article, including but not limited to being able take leaves and vacation in ¼ hour increments, and more or faster accrual of vacation.

AGENDA ITEM: Declaration of Need for Fully Qualified Educators

Prepared by: Jim Hanlon, Assistant Superintendent, Human Resources

☐ Consent

Board Date May 18, 2016

☐ Information Only

☒ Discussion/Action

Background Information

There are an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. This declaration would support any Emergency Credential and/or Limited Assignment Permit applications that might need to be submitted to the California Commission on Teacher Credentialing during the 2016/17 school year in hard to fill subject areas.

Educational Implications

None

Fiscal Implications

None



DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

- ☒ Original Declaration of Need for year: 2016/17
☐ Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Chico Unified District CDS Code: 61424

Name of County: Butte County CDS Code: 04

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 05 / 18 / 16 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2017.

Submitted by (Superintendent, Board Secretary, or Designee):

<u>Jim Hanlon</u>	_____	<u>Assistant Superintendent</u>
<small>Name</small>	<small>Signature</small>	<small>Title</small>
<u>530-891-3211</u>	<u>530-891-3000</u>	<u>5/19/16</u>
<small>Fax Number</small>	<small>Telephone Number</small>	<small>Date</small>
<u>1163 E. 7th Street, Chico, CA 95928</u>		
<small>Mailing Address</small>		
<u>jhanlon@chicousd.org</u>		
<small>Email Address</small>		

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____ / ____ / ____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
Email Address		

- This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
<input checked="" type="checkbox"/> CLAD/English Learner Authorization (applicant already holds teaching credential)	2
<input type="checkbox"/> Bilingual Authorization (applicant already holds teaching credential)	
List target language(s) for bilingual authorization:	
<input type="checkbox"/> Resource Specialist	
<input type="checkbox"/> Teacher Librarian Services	
<input type="checkbox"/> Visiting Faculty Permit	

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	5
Special Education	5
TOTAL	10

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved intern program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? ☐ Yes ☒ No

If no, explain. We have a good working relationship w/student teaching program at CSUC.

Does your agency participate in a Commission-approved college or university intern program? ☒ Yes ☐ No

If yes, how many interns do you expect to have this year? 2

If yes, list each college or university with which you participate in an intern program.

CSU Chico

If no, explain why you do not participate in an intern program.

AGENDA ITEM: Resolution 1335-16, Elimination of Classified Services and Ordering Layoffs in the Classified Service for the 2015-2016 School Year

Prepared by: Jim Hanlon, Assistant Superintendent Human Resources

☐ Consent

Board Date May 18, 2016

☐ Information Only

☒ Discussion/Action

Background Information

The District no longer needs or no longer has the funds to support the positions noted in the Resolution.

Educational Implications

None.

Fiscal Implications

The District will save the cost of these positions.

**RESOLUTION 1335-16
RESOLUTION OF THE GOVERNING BOARD
OF THE CHICO UNIFIED SCHOOL DISTRICT**

**ELIMINATION OF CLASSIFIED SERVICES AND
ORDERING LAYOFFS IN THE CLASSIFIED SERVICE
FOR THE 2015-2016 SCHOOL YEAR**

WHEREAS, due to lack of work or lack of funds, this Board hereby finds that it is the best interest of the Chico Unified School District that certain services now being provided by said School District be reduced or discontinued by the following extent:

Elimination of the following position(s):

Classification	Full-Time Equivalent	Site/Program
Parent Classroom Aide-Restricted	0.2500	Marigold/Categorical
Parent Classroom Aide-Restricted	0.2500	Chapman/Categorical

NOW, THEREFORE, BE IT RESOLVED that as of the 18th day of May, 2016 classified position(s) of the CHICO UNIFIED SCHOOL DISTRICT be reduced or discontinued to the extent hereinabove set forth.

BE IT FURTHER RESOLVED that the Superintendent of this School District be and hereby is authorized and directed to give notice of termination of employment to affected classified employee(s) of this School District pursuant to Merit System rules and regulations and applicable provisions of the Education Code of the State of California not less than 60 days prior to the effective date of layoff as set forth above.

The Board authorizes and directs the Superintendent to carry forth all layoff proceedings resulting from the elimination of position(s) ordered herein above, including proceedings for layoff provided by the exercise of displacement rights and to service layoff notices to employees affected thereby. Where an employee displaces an employee holding a position in another class, the Superintendent is hereby authorized and directed to carry forth layoff proceedings resulting therefrom and to serve layoff notices to employees affected thereby.

In the event that an employee affected by the layoff proceedings authorized by this resolution chooses to retire or resign from District service, or other appropriate resolution is made, the Superintendent is authorized to rescind the layoff.

The foregoing RESOLUTION was passed and adopted at a meeting of the Board of Trustees of the CHICO UNIFIED SCHOOL DISTRICT on the 18th day of May, 2016, by the following vote to wit:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

DATED this 18th day of May, 2016.

Clerk of the Governing Board
of the Chico Unified School District

AGENDA ITEM: Resolution 1336-16, Elimination of Classified Services and Ordering Layoffs in the Classified Service for the 2015-2016 School Year

Prepared by: Jim Hanlon, Assistant Superintendent Human Resources

☐ Consent

Board Date May 18, 2016

☐ Information Only

☒ Discussion/Action

Background Information

The District no longer needs or no longer has the funds to support the positions noted in the Resolution.

Educational Implications

None.

Fiscal Implications

The District will save the cost of these positions.

**RESOLUTION 1336-16
RESOLUTION OF THE GOVERNING BOARD
OF THE CHICO UNIFIED SCHOOL DISTRICT**

**ELIMINATION OF CLASSIFIED SERVICES AND
ORDERING LAYOFFS IN THE CLASSIFIED SERVICE
FOR THE 2015-2016 SCHOOL YEAR**

WHEREAS Education Code section 45308 provides for the layoff and reemployment of classified employees due to a lack of work and/or lack of funds, and,

WHEREAS the Superintendent of the Chico Unified School District (District) has advised the District's Governing Board (Board) that there is a lack of work and/or funds to maintain the following position(s) and that the Board should consider the elimination of the following position(s):

Classification	Full-Time Equivalent	Site/Program
Sub Assignment Clerk/Receptionist	0.6250	Human Resources/General
Sub Assignment Clerk/Receptionist	0.3750	Human Resources/General

WHEREAS the District and the California School Employees Association, Chico Chapter 110 (CSEA) executed a Collective Bargaining Agreement (Agreement) effective July 1, 2012 through November 15, 2015. The CSEA's covered unit members, as defined in the Agreement, include those holding the positions described herein.

WHEREAS Article 1, Section 1.5.1 of the Agreement recognizes the authority of the District to make decisions to eliminate services and layoff therefrom.

WHEREAS Article 4 of the aforesaid Agreement covers layoff and reemployment and specifically provides that said Article includes all of the impact and effects of any layoff, demotion and/or reemployment for unit members and is thus a waiver to further bargain the effects of any specific decision to eliminate services and layoff therefrom, except as provided therein.

WHEREAS CSEA has been apprised of the contemplated elimination of services described herein in order to afford it the opportunity to exercise its rights under the Agreement.

NOW, therefore, be it resolved the Board has this date adopted the Superintendent's recommendations and ordered a reduction of classified services, and it appears to the Board that due to a lack of funds it is necessary to eliminate certain classified position(s) and to layoff affected employee(s) hereinabove set forth.

BE IT FURTHER RESOLVED that the Board authorizes the District Superintendent to give notice to the affected classified employee(s) of the layoff in accordance with Education Code Sections 45117 and 45308 and pursuant to Article 4 of the current collective bargaining agreement and pursuant to Merit System rules,

such notice to be given at least forty-five (45) working days prior to the effective date of each layoff as set forth above.

The Board authorizes and directs the Superintendent to carry forth all layoff proceedings resulting from the elimination of position(s) ordered herein above, including proceedings for layoff provided by the exercise of displacement rights and to service layoff notices to employees affected thereby. Where an employee displaces an employee holding a position in another class, the Superintendent is hereby authorized and directed to carry forth layoff proceedings resulting therefrom and to serve layoff notices to employees affected thereby. All such layoffs shall be as of the designated effective date, forty-five (45) working days from notices of layoff.

In the event that an employee affected by the layoff proceedings authorized by this resolution chooses to retire or resign from District service, or other appropriate resolution is made, the Superintendent is authorized to rescind the layoff.

PASSED AND ADOPTED at a meeting of the Governing Board of the Chico Unified School District of Butte County on May 18, 2016.

AYES:
NOES:
ABSTENTIONS:
ABSENT:

DATED this 18th day of May, 2016.

Clerk of the Governing Board of the
Chico Unified School District

AGENDA ITEM: Change of Date for August 2016 Board Meeting

Prepared by: Kelly Staley, Superintendent

☐ Consent

Board Date May 18, 2016

☐ Information Only

☒ Discussion/Action

Background Information

Due to scheduling conflicts, there is a request to change the August 17, 2016, Board meeting to August 24, 2016.

Educational Implications

August 17, 2016, is the day prior to the start of the 2016/2017 school year. There would be no opening of school reports available and many staff will have site obligations preparing for the opening of the school the following day.

Fiscal Implications

N/A