

# **CUSD Board of Education**

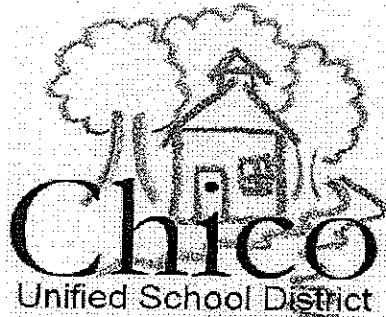
**Regular Meeting Agenda**

**Chico City Council Chambers**

**September 23, 2009**

**CLOSED SESSION – 5:00 P.M.**

**REGULAR BOARD MEETING – 6:00 P.M.**



## **Board Members**

**Jann Reed, President**

**Dr. Kathy Kaiser, Vice President**

**Elizabeth Griffin, Clerk**

**Dr. Andrea Lerner Thompson, Member**

**Rick Rees, Member**

**Kelly Staley, Superintendent**

This Agenda is Available at:  
Chico Unified School District

1163 E. 7<sup>th</sup> Street

Chico, CA 95928

(530) 891-3000

Or Online at:

[www.chicousd.org](http://www.chicousd.org)

Posted: 9/18/09

The Chicou 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 PARTICIPATION FOR ITEMS ON THE AGENDA**

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 five (5) 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 PARTICIPATION FOR ITEMS NOT ON THE AGENDA**

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.
- 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 five (5) minutes to address the Board.
- Once 2 speakers have shared a similar viewpoint, the Chair will ask for a differing viewpoint. If no other viewpoint is represented then a 3<sup>rd</sup> speaker may present.
- Speakers will not be allowed to yield their time to other speakers.
- After all topics have been heard, the remainder of the hour may be used by additional speakers to address a previously raised issue.

#### **WRITTEN MATERIAL:**

The Board is unable to read written materials presented during the meeting. If any person intends to appear before the Board with written materials, they should be delivered to the Superintendent's Office or delivered via e-mail to the Board and Superintendent 10 days prior to the meeting date.

#### **COPIES OF AGENDAS AND RELATED MATERIALS:**

- Available at the meeting
- Available on the website: [www.chicousd.org](http://www.chicousd.org)
- Available for inspection in the Superintendent's Office prior to the meeting
- Copies may be obtained after payment of applicable copy fees

#### **AMERICANS WITH DISABILITIES ACT**

Please contact the Superintendent's Office at 891-3000 ex. 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.

# **CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION**

Regular Meeting – September 23, 2009

Closed Session – 5:00 p.m.

Regular Session - 6:00 p.m.

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

## **AGENDA**

### **1. CALL TO ORDER**

### **2. CLOSED SESSION**

1. Public Employee Performance Evaluation  
Per Government Code §54957  
Title: Superintendent
2. Public Employee Appointment  
Per Government Code §54957  
Title: Restructuring of the Educational Services Department with Possible Promotion to Provide Oversight Services
3. Update on Labor Negotiations  
Employee Organizations: CUTA  
CSEA, Chapter #110  
Representatives: Kelly Staley, Superintendent  
Bob Feaster, Assistant Superintendent  
Jan Combes, Assistant 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**

1. Call to Order
2. Report Action Taken in Closed Session
3. Flag Salute

### **4. STUDENT REPORTS**

### **5. SUPERINTENDENT'S REPORT**

### **6. CONSENT CALENDAR**

#### **1. GENERAL**

1. Consider Approval of Minutes of Regular Session on August 26, 2009 and Special Session on September 16, 2009
2. Consider Approval of Items Donated to Chico Unified School District

#### **2. EDUCATIONAL SERVICES**

1. Consider expulsion of students with the following IDs: 33934 and 50187
2. Consider expulsion clearance of students with the following IDs: 39074, 42627 and 68759
3. Consider Approval of the Field Trip Request for the BJHS Club Live to attend the Leadership Conference at Richardson Springs from 10/08/09-10/10/09
4. Consider Approval of the Field Trip Request for the CJHS Club Live to attend the Leadership Conference at Richardson Springs from 10/08/09-10/10/09
5. Consider Approval of the Field Trip Request for the PVHS Friday Night Live group to attend the Leadership Conference at Richardson Springs from 10/08/09-10/10/09
6. Consider Approval of the Field Trip Request for the FVHS Friday Night Live group to attend the Leadership Conference at Richardson Springs from 10/08/09-10/10/09
7. Consider Approval of the Field Trip Request for the CHS Friday Night Live group to attend the Leadership Conference at Richardson Springs from 10/08/09-10/10/09
8. Consider Approval of the Field Trip Request for the CHS FFA Chapter Officers to

attend the Chapter Officer Leadership Conference in Mill Creek from 9/19/09-9/21/09

9. Consider Approval of the Field Trip Request for the CHS ACT students to travel to Los Angeles from 01/13/10-01/16/10
10. Consider Approval of the Consultant Agreement for a Fair View Green Academy Coordinator
11. Consider Approval of the Consultant Agreement to provide officials for PVHS field hockey matches, baseball and softball games
12. Consider Approval of the Consultant Agreement with Creative Spirit LLC to provide "Keeping the Joy in Learning" training to site staff
13. Consider Approval of the Obsolete Textbooks
14. Consider Approval of CAHSEE Waivers for Students with Disabilities
15. Consider Approval of the Medi-Cal Administrative Activities (MAA) Claiming Agreement

3. BUSINESS SERVICES

1. Consider Approval of Accounts Payable Warrants
2. Consider Approval of the Declaration of Surplus Property
3. Consider Approval of Monthly Enrollment Update

4. HUMAN RESOURCES

1. Consider Approval of Certificated Human Resources Actions
2. Consider Approval of Classified Human Resources Actions

7. DISCUSSION/ACTION CALENDAR

1. EDUCATIONAL SERVICES

1. Information: Strategic Plan Update (Sara Simmons)
2. Information: Report on Accountability Progress and STAR Results (Michael Morris)
3. Discussion/PUBLIC HEARING/Action: Consider Approval of Resolution 1087-09, Notice of Apportionment for the State Instructional Materials Fund, Grades K-12, Fiscal Year 2009-2010 (Joanne Parsley)

2. BUSINESS SERVICES

1. Information: Student Information System RFP (Jason Gregg)
2. Discussion/Action: 2009-10 Mandated Cost Claim Services (Jan Combes)
3. Discussion/Action: Budget Update, 2008-09 Year-End Unaudited Actual Financial Statement, 2009-10 Budget Revision #1 (Jan Combes)
4. Discussion/Action: Consider Approval of Resolution 1088-09, Interfund Borrowing (Jan Combes)

3. HUMAN RESOURCES

1. Discussion/Action: Public Disclosure and Approval of Tentative Agreement between CUSD and the Chico Unified Teachers Association (CUTA) (Bob Feaster) and of AB1200, Certifying the District's Ability to Meet the Cost of the Tentative Agreement (Jan Combes)
2. Discussion/Action: Consider Approval of Resolution 1082-09, Elimination of Classified Services (Bob Feaster)
3. Discussion/Action: Consider Approval of Resolution 1084-09, To Allow Junior High Teachers with a Single Subject Credential to Teach Outside Their Credential Area Based on Appropriate Coursework (Bob Feaster)
4. Discussion/Action: Consider Approval of Resolution 1085-09, To Allow a Credentialed Teacher to Teach Any Single Subject Class Based on Appropriate Coursework (Bob Feaster)



5. Discussion/Action: Consider Approval of Resolution 1086-09, To Allow Teachers with a Multiple Subject Credential to Teach a Specific Subject Below Grade 9 (Bob Feaster)

4. **GENERAL**

1. Information: First Reading of Revised/Updated/New Board Policies

0520.2	Title I Program Improvement Schools
0520.3	Title I Program Improvement Districts
1240	Volunteer Assistance
3100	Budget
3280	Sale or Lease of District-Owned Real Property
3320	Claims and Actions Against the District
3460	Financial Reports and Accountability
4111.2	Legal Status Requirement
4112.2	Certification
4112.21	Interns
4113	Assignment
4118	Suspension/Disciplinary Action
4131	Staff Development
5126	Awards for Achievement
5141.33	Head Lice
5141.6	School Health Services
6159.1	Procedural Safeguards and Complaints for Special Education
6162.51	Standardized Testing and Reporting Program
6163.4	Student Use of Technology
9012	Board Member Electronic Communications
9223	Filing Vacancies
9320	Meetings and Notices

8. **ITEMS FROM THE FLOOR**

9. **ANNOUNCEMENTS**

10. **ADJOURNMENT**

## MINUTES

**1. CALL TO ORDER**

At 5:00 p.m. Board President Reed announced the Board was going into Closed Session.

Present: Reed, Kaiser, Griffin, Thompson, Rees

Absent: None

**2. CLOSED SESSION****2.1 Public Employee Performance Evaluation**

Per Government Code §54957

Title: Superintendent

**2.2. Public Employment: Terms of Contract**

Per Government Code §54957

Title: Superintendent

**2.3 Public Employment: Terms of Contract**

Per Government Code §54957

Title: Assistant Superintendent, Human Resources

**2.4 Public Employee Appointment**

Title: Restructuring of the Educational Services Department with Possible Promotion to Provide Oversight Services

**2.5 Update on Labor Negotiations**

Employee Organizations:

Representatives:

CUTA

CSEA, Chapter #110

Kelly Staley, Superintendent

Bob Feaster, Assistant Superintendent

Jan Combes, Assistant Superintendent

**3. RECONVENE TO REGULAR SESSION**

Present: Reed, Kaiser, Griffin, Thompson, Rees

Absent: None

**3.1 Call to Order**

At 6:05 p.m. Board President Reed called the Regular Session Meeting to Order in the City Council Chambers.

**3.2 Closed Session Announcements**

Board President Reed stated the Board had been in Closed Session and announced the Superintendent and Assistant Superintendent had requested a 3% cut in salary for one year (as they did last year) and were accepting the Red Plan or less immediately. It was noted the Assistant Superintendent of Business Services had already taken a cut at an earlier meeting. It was announced the Closed Session may continue after the Regular Meeting to continue discussions, if time allowed.

**3.3 Flag Salute**

At 6:07 p.m. Board President Reed led the salute to the Flag.

**4. STUDENT REPORTS**

At 6:08 p.m. Olivia Filbrandt, Student Body President, presented information on CHS activities. Joey Ostrander, James Nelms, Alanna McGinnis, LaVonna Johnson, Kelvin Miles, and Armando Curiel presented information on FVHS activities. Lauren Francis, ASB President, and Chantel Vicuna, Junior Class President, presented information on PVHS activities.

**5. SUPERINTENDENT'S REPORT**

At 6:20 p.m. Superintendent Staley thanked everyone for the support shown during her accident and recovery. Diane Bird, Principal, and Susie Cox, CSEA President, recognized Bev Patrick, as one of the five State CSEA

## MINUTES

Member of the Year Recipients. Bob Feaster, David Koll and Jann Reed recognized this year's retirees. John Shepherd shared information on the PVHS WASC Accreditation and receiving the top honor of a clear six year review. Jan Combes reminded everyone about the Elks Lodge Fundraiser on September 5, 2009. Bob Feaster recognized Madison Bear Garden and Steve Vickery for the fundraiser for CUSD athletics and extra curricular activities held during the summers of 2008 and 2009.

6. **CONSENT CALENDAR**

At 6:57 p.m. Board President Reed asked if anyone would like to pull any Consent Item. Board Member Thompson asked to pull Item 6.1.1. and Board Clerk Griffin asked to pull Item 6.2.2. Board Member Thompson moved to approve the remaining Consent Items; seconded by Board Member Rees.

6.1. **GENERAL**

1. This item was pulled for discussion.
2. The Board accepted the items donated to Chico Unified School District.

Donor	Item	Recipient
Maggie Ricketts	4 books @ \$20.00	Chapman
Suzanne Steel	39 books @ \$618.82	Chapman
B. Scott Hood, DDS	\$500.00	Emma Wilson
Alan Wilhelm	\$1,000.00	Neal Dow
Eric & Chris Moxon	Butcher Paper @ \$200.00	Sierra View
Pam & Gary Willis	\$200.00	Sierra View
Todd & Mary Mino	\$50.00	Sierra View
George Victorine	\$100.00	MJHS
Madison Bear Garden	\$3,077.00	High School Athletic Fund
Friends of Ag	\$10,000.00	CHS Senior Ag Dept.
Anna Mae Sylvester	\$200.00	CHS Library
PG&E Corp.	\$259.00	PVHS
Herman & Amanda Ellis	HP Deskjet Printer @ \$100.00	PVHS
Silver Dollar Fair	\$1,000.00	PVHS Fine Arts
Sue Mieske	Books @ \$35.00	PVHS Library
Ann Dempsey	Books/CDs @ \$50.00	PVHS Library
Marianne Werner	Books @ \$150.00	PVHS Library
Chris Gulbrandsen	Books @ \$18.00	PVHS Library
Linda Elliott	Books @ \$1,539.00	PVHS Library
Chico Running Club	\$2,500.00	PVHS Athletics/Cross Country
Anonymous/COSTCO Employee	\$35.00	PVHS Athletics
Donald Dickenson	\$5,000.00	CUSD Special Education

6.2 **EDUCATIONAL SERVICES**

1. The Board approved the Field Trip Request for the International Baccalaureate Class to go to Samwel Cave in the Shasta National Recreation Area from 10/3/09-10/4/09.
2. This item was pulled for further discussion.
3. The Board approved the Consultant Agreement with Butte County Probation Department: Probation Officer.
4. The Board approved the Consultant Agreement with Butte County Probation Department: On Campus Officer.
5. The Board approved the Consultant Agreement with Butte County Office of Education for Technical Assistance.
6. The Board approved the Consultant Agreement with a Charter Planning Coordinator.
7. The Board approved the Quarterly Report on Williams Uniform Complaints.

## MINUTES

## 6.3 BUSINESS SERVICES

1. The Board approved the Accounts Payable Warrants.
2. The Board approved the PVHS Shops CTEFP Project Notice of Completion.
3. The Board approved the FVHS Reroof Project Notice of Completion.
4. The Board approved the Marigold Elementary School Reroof Notice of Completion.

## 6.4 HUMAN RESOURCES

1. The Board approved the Certificated Human Resources Actions

Name/Employee #	Assignment	Effective	Comment
<b><u>Temporary Appointment(s) 2009/10 According to Board Policy</u></b>			
Abbey, Donna	Secondary	2009/10	0.8 FTE Temporary Appointment
Apel, Debra	Elementary	2009/10	0.4 FTE Temporary Appointment
Armstrong, Karen	Secondary-SE	2009/10	1.0 FTE Temporary Appointment
Ball, Cynthia	Elementary	2009/10	0.25 FTE Temporary Appointment
Barnes, Laurie	Elementary	2009/10	1.0 FTE Temporary Appointment
Bishop, Greg	Elementary	2009/10	1.0 FTE Temporary Appointment
Bransky, Ray	Elementary	2009/10	.6 FTE Temporary Appointment
Buttitta, Steve	Secondary	2009/10	.6 FTE Temporary Appointment
Callahan, Meghan	Elementary	2009/10	0.2 FTE Temporary Appointment
Cariss, Jennifer	Elementary	2009/10	1.0 FTE Temporary Appointment
Carriere, Melissa	Secondary	2009/10	1.0 FTE Temporary Appointment
Carter, Tammy	Secondary	2009/10 (1 <sup>st</sup> semester)	.2 FTE Temporary Appointment (in addition to current .4 FTE assignment)
Christensen, Joyce	Elementary	2009/10	1.0 FTE Temporary Appointment
Collins, Don	Elementary-Immersion	2009/10	1.0 FTE Temporary Appointment
Cook, Lori	Independent Study	2009/10	1.0 FTE Temporary Appointment
Coombe, Kelly	Secondary	2009/10	0.2 FTE Temporary Appointment (in addition to current 0.6 FTE assignment)
Coppage, Denise	Secondary	2009/10	0.8 FTE Temporary Appointment
De la Torre-Escobedo, Marysol	Secondary	2009/10	0.2 FTE Temporary Appointment
Ellis, Tisha	Elementary	2009/10	1.0 FTE Temporary Appointment
Ford, Greg	Secondary	2009/10 (1 <sup>st</sup> Semester)	0.4 FTE Temporary Appointment (in addition to current .6 FTE assignment)
Gilliam, Amanda	Special Education	2009/10 (effective 8/19/09)	1.0 FTE Temporary Appointment
Happ, Jaime	Secondary	2008/10	0.8 FTE Temporary Appointment
Henderson, Donna	Opportunity	2009/10	1.0 FTE Temporary Appointment
Kamph, Jessica	Secondary	2009/10	1.0 FTE Temporary Appointment
Kamrar, Susan	Secondary	2009/10	1.0 FTE Temporary Appointment
Keene, Kristine	Elementary	2009/10	1.0 FTE Temporary Appointment
Koch, Aaron	Secondary-Spec Ed	2009/10	1.0 FTE Temporary Appointment
Levy, Michael	Special Education	2009/10	1.0 FTE Temporary Appointment
Lewis, Connie	Elementary	2009/10	1.0 FTE Temporary Appointment
Linville, Daniel	Elementary	2009/10	0.7 FTE Temporary Appointment
Marsh, Jennie	Elementary	2009/10	.3 FTE Temporary Appointment

## MINUTES

Mayr, Martha	Secondary	2008/10 (1 <sup>st</sup> semester)	.4 FTE Temporary Appointment (in addition to current .6 FTE assignment)
Mintzer, Katie	Secondary	2009/10	0.6 FTE Temporary Appointment
Moretti, Susan	Secondary	2009/10	0.2 FTE Temporary Appointment (in addition to current .4 FTE assignment)
Morgan, Patricia	Elementary	2008/09	.6 FTE Temporary Appointment
Netterville, Karen	Secondary	2009/10	0.8 FTE Temporary Appointment
Palmer, Lisa	Secondary	2009/10	.7 FTE Temporary Appointment
Quevedo, Kerry	Elementary	2009/10	1.0 FTE Temporary Appointment
Quinto, Terry	Psychologist	2009/10	0.8 FTE Temporary Appointment
Rose, Michelle	Secondary	2009/10	.6 FTE Temporary Appointment
Sasaki, Joshua	Secondary	2009/10 (1 <sup>st</sup> Semester)	0.4 FTE Temporary Appointment
Schoenthaler, Mary	Elementary	2009/10	0.6 FTE Temporary Appointment
Thayer, Kathyleen	Secondary	2009/10	.2 FTE Temporary Appointment (in addition to current .8 FTE assignment)
Thee, John	Secondary	2009/10 (1 <sup>st</sup> semester)	0.6 FTE Temporary Appointment
Tuttle, Cathy	Elementary	2009/10	1.0 FTE Temporary Appointment
Van Buskirk	Elementary	2009/10	.6 FTE Temporary Appointment
Vandover-Bruch, Mary	Secondary	2009/10 (1 <sup>st</sup> semester)	0.2 FTE Temporary Appointment (in addition to current .8 FTE assignment)
Voss, Kelli	Elementary	2009/10	1.0 FTE Temporary Appointment
Waddell, Amy	Secondary	2009/10 (1 <sup>st</sup> semester)	0.2 FTE Temporary Appointment
Wolfsberger, Janelle	Secondary	2009/10	1.0 FTE Temporary Appointment

**Part-Time Leave Request(s) 2009/10**

Baldwin, Judy	Elementary	2009/10	0.3 FTE Leave (Policy #4475 STRS Reduced Workload)
Carlisle, Kate	Elementary	2009/10	0.1 FTE Personal Leave
Loustale, Diane	Elementary	2009/10	0.6 FTE Personal Leave
Niles, Sara	Secondary	2009/10	0.2 FTE Personal Leave

**Retirement(s)/Resignation(s)**

Haight, Kelly	Elementary	July 29, 2009	Resignation
Wright, Lynne	Elementary	August 5, 2009	Retirement

**Rescission of Part-Time Leave Requests**

Girt, Kerrie	Secondary	2009/10	Rescind 0.2 FTE of current 0.4 FTE Child-Care Leave
Shockley, Amy	Elementary	2009/10	Rescind 0.2 FTE Request for Leave

## 2. The Board approved the Classified Human Resources Actions

<u>ACTION</u>	<u>NAME</u>	<u>CLASS/LOCATION/ ASSIGNED HOURS</u>	<u>EFFECTIVE</u>	<u>COMMENTS/PRF #/ FUND/RESOURCE</u>
APPOINTMENT	BARRICK, AMBER	SR OFFICE ASST/ PVHS/8.0	8/11/2009	VACATED POSITION/317/ GENERAL/0000
APPOINTMENT	GLENDEN, TINA	IPS-CLASSROOM/ EMMA WILSON/1.5	8/12/2009	NEW POSITION/422/ SPECIAL ED/6501
APPOINTMENT	HUNTER, DEBRA	IPS-HEALTHCARE/ MARIGOLD/3.0	8/12/2009	VACATED POSITION/429/ SPECIAL ED/6501

## MINUTES

APPOINTMENT	KRAUSE, MICHELLE	IA-SPECIAL ED/ MJHS/2.0	8/12/2009	VACATED POSITION/334/ SPECIAL ED/6500
APPOINTMENT	O'BRIEN, CASEY	CAMPUS SUPR/ CJHS/5	8/12/2009	VACATED POSITION/420/ GENERAL/0000
APPOINTMENT	STEIN, APRIL	PARENT CLASSROOM AIDE-RESTR/SHASTA/4.8	8/17/2009	VACATED POSITION/29/ CATEGORICAL/7250
INCREASE IN HOURS	CAMPOS, DEBORAH	IPS-CLASSROOM/ MJHS/6.0	8/12/2009	NEW POSITION/430/ SPECIAL ED/3313
INCREASE IN HOURS	KENNEDY, DIANE	CAMPUS SUPR/ CHS/7.5	8/12/2009	VACATED POSITION/419/ GENERAL/0000
INCREASE IN HOURS	MUNTIFERING, SAMANTHA	CAFETERIA ASST/ HOOKER OAK/2.0	8/17/2009	VACATED POSITION/13/ NUTRITION/0000
INCREASE IN HOURS	YATES, ELSIE	CAFETERIA ASST/ MJHS/3.6	8/17/2009	VACATED POSITION/12/ NUTRITION/0000
TRANSFER W/INCREASED HOURS	REISE, MARCY	IA-SPECIAL ED/ CJHS/4.0	8/12/2009	VACATED POSITION/353/ SPECIAL ED/6500
PROMOTION	CARVER, JOHN	M & O SUPERVISOR/ M & O/8.0	7/24/2009	NEW POSITION/405/ GENERAL/0000
PROMOTION	SALADO, RANDALL	LT CONSTRUCTION MGR/FACILITIES/8.0	9/1/2009 - 11/11/2009	EXTEND LT POSITION/19/ FACILITIES/9412
LEAVE OF ABSENCE	COPPAGE, DENISE	LIBRARY MEDIA ASST/ SHASTA/2.6	8/12/2009 - 2/12/2010	PER CBA 5.12
LEAVE OF ABSENCE	COPPAGE, DENISE	INSTRUCTIONAL ASST/ MCMANUS/3.0	8/12/2009 - 2/12/2010	PER CBA 5.12
LEAVE OF ABSENCE	MILLER, MARY	IPS-CLASSROOM/ LOMA VISTA/3.0	8/12/2009 - 1/4/2010	PER CBA 5.12
LEAVE OF ABSENCE	MILLER, MARY	IPS-HEALTHCARE/ EMMA WILSON/3.0	8/12/2009 - 1/4/2010	PER CBA 5.12
LEAVE OF ABSENCE	MONTAGUE, KRISTIN	SR OFFICE ASST/ PVHS/8.0	7/29/2009 - 1/29/2010	PER CBA 5.2.9
RE- EMPLOYMENT	JONES, POLLY	CAFETERIA SATELLITE MGR/CCDS/6.0	8/17/2009	VACATED POSITION/418/ NUTRITION/0000
RESIGNED ONLY POSITION LISTED	CAMPOS, DEBORAH	IPS-CLASSROOM/ LOMA VISTA/3.5	8/11/2009	INCREASE IN HOURS
RESIGNED ONLY POSITION LISTED	CARVER, JOHN	SR CUSTODIAN/ M & O/8.0	7/23/2009	PROMOTION
RESIGNED ONLY POSITION LISTED	JARAMILLO, TIMOTHY	CAMPUS SUPR/ MJHS/1.0	8/11/2009	VOLUNTARY RESIGNATION
RESIGNED ONLY POSITION LISTED	JONES, POLLY	CAFETERIA ASST/ MJHS/3.6	8/16/2009	RE-EMPLOYMENT
RESIGNED ONLY POSITION LISTED	KENNEDY, DIANE	CAMPUS SUPR/ CHS/3.0	8/11/2009	INCREASE IN HOURS
RESIGNED ONLY POSITION LISTED	KENNEDY, DIANE	CAMPUS SUPR/ CHS/2.0	8/11/2009	INCREASE IN HOURS

## MINUTES

RESIGNED ONLY POSITION LISTED	KENNEDY, DIANE	CAMPUS SUPR/ CHS/2.0	8/11/2009	INCREASE IN HOURS
RESIGNED ONLY POSITION LISTED	MORRISSEY, MATTHEW	IPS-CLASSROOM/ BJHS/3.0	8/10/2009	VOLUNTARY RESIGNATION
RESIGNED ONLY POSITION LISTED	MUNTIFERING, SAMANTHA	CAFETERIA ASST/ CJHS/1.5	8/16/2009	INCREASE IN HOURS
RESIGNED ONLY POSITION LISTED	NELSON, LINDSEY	IPS-CLASSROOM/ HOOKER OAK/2.0	7/27/2009	VOLUNTARY RESIGNATION
RESIGNED ONLY POSITION LISTED	REISE, MARCY	INSTRUCTIONAL ASST/ CITRUS/2.4	8/11/2009	TRANSFER W/INCR HRS
RESIGNED ONLY POSITION LISTED	YATES, ELSIE	CAFETERIA ASST/ BJHS/3.0	8/16/2009	INCREASE IN HOURS
RESIGNATION/ TERMINATION	DILTS, MURIA	IA-BILINGUAL/ PVHS/4.0	8/11/2009	VOLUNTARY RESIGNATION
RESIGNATION/ TERMINATION	MAJORS, MEGAN	IPS-CLASSROOM/ LOMA VISTA/2.0	8/4/2009	VOLUNTARY RESIGNATION
RESIGNATION/ TERMINATION	MORALES, MARISOL	TARGETED CASE MGR- BIL/FVHS/7.0	8/1/2009	VOLUNTARY RESIGNATION
RESIGNATION/ TERMINATION	PAUL, VALERIE	IPS-CLASSROOM/ PVHS/6.0	8/4/2009	VOLUNTARY RESIGNATION
RESIGNATION/ TERMINATION	SANCHEZ, SHAUNDEL	INSTRUCTIONAL ASST/ ROSEDALE/1.5	8/25/2009	VOLUNTARY RESIGNATION
RESIGNATION/ TERMINATION	TRUELSON, MEGAN	IA-SPECIAL ED/ PVHS/3.1	8/11/2009	RESCIND ACCEPTANCE OF POSITION
RESIGNATION/ TERMINATION	VARGAS, KRISTINE	IPS-CLASSROOM/ HOOKER OAK/2.0	8/1/2009	VOLUNTARY RESIGNATION
RESIGNATION/ TERMINATION	VARGAS, KRISTINE	IPS-HEALTHCARE/ HOOKER OAK/4.0	8/1/2009	VOLUNTARY RESIGNATION
RESIGNATION/ TERMINATION	WILCOX, JESSICA	IPS-HEALTHCARE/ LOMA VISTA/4.0	8/6/2009	VOLUNTARY RESIGNATION
RESIGNATION/ TERMINATION	YOUNG, BARBARA	PARENT CLASSROOM AIDE-RESTR/MARIGOLD/2.0	6/4/2009	VOLUNTARY RESIGNATION

**(Consent Vote)**

AYES: Reed, Kaiser, Griffin, Thompson, Rees

NOES: None

ABSENT: None

7.

**DISCUSSION/ACTION CALENDAR****ITEMS REMOVED FROM CONSENT FOR FURTHER DISCUSSION:**

**Item 6.1.1. Consider Approval of the Minutes of Regular Session on July 22, 2009, and Special Session on August 5, 2009.** Board Member Thompson noted that the vote on Item 2.1.4. of the August 5, 2009 Board minutes should read that Thompson voted No and was not absent. Board Vice President Kaiser made a motion to approve the minutes with the correction; seconded by Board Member Rees.

AYES: Reed, Kaiser, Griffin, Thompson, Rees

NOES: None

ABSENT: None

## MINUTES

**Item 6.2.2. Consider Approval of the Four Consultant Agreements for Officials for Athletic Events for Chico High School.** Board Clerk Griffin questioned why the Consultant Agreement for Wrestling would be paid by a Football account. It was noted there was a mistake in the name of the account, but the account number was correct. Board Vice President Kaiser made a motion to approve; seconded by Board Clerk Griffin.

AYES: Reed, Kaiser, Griffin, Thompson, Rees

NOES: None

ABSENT: None

## 7.1 EDUCATIONAL SERVICES

### 1. Information: Review of Opening Safe Schools

At 6:57 p.m. Director Bernard Vigallon presented an update on Safe School activities and the two hour presentation/review held for school site administrators which included a presentation by the Chico Police Department Gang Unit.

### 2. Discussion/Action: 2008-09 K-12 Library Report

At 7:07 p.m. Director Joanne Parsley introduced Librarians Leisl Jones, Linda Elliott, Gale Morgan, and Michael Specchierla who presented the 2008-09 K-12 Library Report. Board Vice President Kaiser moved to approve the Annual K-12 Library Report; seconded by Board Clerk Griffin.

AYES: Reed, Kaiser, Griffin, Thompson, Rees

NOES: None

ABSENT: None

### 3. Discussion/Action: Name Change for Inspire College Prep

At 7:30 p.m. Kim Gimbal presented information on why the founders would like to change the name of "Inspire College Prep" to "Inspire School of Arts and Sciences." Board Member Thompson moved to approve the name change; seconded by Board Clerk Griffin.

AYES: Reed, Kaiser, Griffin, Thompson, Rees

NOES: None

ABSENT: None

### 4. Discussion/Action: Roads Online Charter School Recommendation

At 7:35 p.m. Director Sara Simmons presented information on the Roads Online Charter School and explained how the Charter Review committee had reviewed the charter petition carefully to determine if the matrix for charter requirements had been met and reported that this petition had met the requirements. Attorney Jerry Simmons, founder Roxanne Gilpatrick, President of Advanced Academics, Jeff Elliott, Director of Education, Roberta O'Hurley, and President of EdTech, Josh Newman, addressed questions from the Board. Board Member Rees moved to approve the charter for two years; seconded by Board Vice President Kaiser. Board President Reed presented a friendly amendment that no high school classes would be offered until they had received A-G approval. The friendly amendment was accepted.

AYES: Reed, Kaiser, Griffin, Thompson, Rees

NOES: None

ABSENT: None

At 8:55 p.m. Board President Reed called for a five minute break.

### 5. Information/PUBLIC HEARING/Discussion: Chico Green School Public Hearing

At 9:07 p.m. Director Sara Simmons presented information on the Chico Green School and introduced founders who addressed questions. At 10:10 p.m. the Public Hearing was open. Several parents addressed the Board. At 10:39 p.m. the Public Hearing was closed.

## 7.2 BUSINESS SERVICES

### 1. Information: Summer Projects Update

At 10:47 p.m. Director Mary Leary presented information on projects that were completed during the summer of 2009.



## MINUTES

2. **Information: Facilities Update**

At 10:50 p.m. Michael Weissenborn presented information on the progress made under the direction of the Facilities Department over the summer of 2009.

3. **Information: Enrollment Update**

At 11:00 p.m. Assistant Superintendent Combes presented an update on enrollment.

4. **Information: Fiscal Recovery Plan Update and Butte County Office of Education Annual Report (AB1200 Requirement)**

At 11:15 p.m. Kevin Bultema, BCOE, presented the Board with the required Annual Report. At 11:32 p.m. Assistant Superintendent Combes and Fiscal Advisor Sheila Vickers presented the Fiscal Recovery Plan.

73 **HUMAN RESOURCES**1. **Information: Staffing Update**

At 11:40 p.m. Assistant Superintendent Feaster and Director David Koll presented an update on staffing.

2. **Discussion/Action: Approval of a Subsequent Variable Term Waiver Request for a Designated Subject Special Services: Driver Education and Driver Training Credential for Certificated Employee Steven S. Sheridan**

At 11:50 p.m. Assistant Superintendent Feaster presented information on the subsequent variable term waiver request for a designated subject special services: driver education and driver training credential for certificated employee Steven S. Sheridan. Board Vice President Kaiser moved to approve the waiver; seconded by Board Member Thompson.

AYES: Reed, Kaiser, Griffin, Thompson, Rees

NOES: None

ABSENT: None

3. **Discussion/Action: Approval of a Variable Term Waiver Request for an Early Childhood Special Education Certificate for Certificated Special Education Employee Christine Holden**

At 11:51 p.m. Assistant Superintendent Feaster presented information on the variable term waiver request for an Early Childhood Special Education Certificate for Certificated Special Education Employee Christine Holden. Board Member Rees moved to approve the waiver; seconded by Board Member Thompson.

8. **ITEMS FROM THE FLOOR**

At 11:52 p.m. Board President Reed opened the floor to those who wished to address the Board. Richard Growth invited the Board and anyone interested to a Workshop entitled "Growing Healthy Kids" to be held at the Chico Grange on September 17 from 4:00-6:00 p.m.

9. **ANNOUNCEMENTS**

At 11:55 p.m. Board President Reed shared information on a Wellness Conference.

10. **ADJOURNMENT**

At 11:56 p.m. Board President Reed adjourned the meeting and reminded members about the Special Meeting on September 16, 2009.

:mm

APPROVED:

\_\_\_\_\_  
Board of Education

\_\_\_\_\_  
Administration

## MINUTES

1. CALL TO ORDER

At 5:30 p.m. Board President Reed called the September 16, 2009, Special Meeting to order at the district office.

2. CONSENT CALENDAR

At 5:31 p.m. Board President Reed asked if anyone would like to pull the one consent item. Board Vice President Kaiser asked to pull Item 2.1.1.

3. DISCUSSION/ACTION CALENDARITEM REMOVED FROM CONSENT FOR FURTHER DISCUSSION:

Item 2.1.1. Consider Approval of the Field Trip Request for Rosedale sixth grade classes to go to a Science Camp at Mt. Lassen National Park from 9/24/09-9/25/09. Board Vice President Kaiser asked where the students would be hiking and Roy Tadeo and Adan Mota explained the areas the students would be hiking. Board Vice President Kaiser made a motion to approve the Field Trip Request; seconded by Board Clerk Griffin.

AYES: Reed, Kaiser, Griffin, Thompson, Rees

NOES: None

ABSENT: None

3.1 GENERAL1. Information: Board Officers for 2010

Board President Reed stated this item needed to be discussed in conjunction with Item 3.1.2.

2. Information: Board Member Attendance at CSBA Conference

The Board discussed the ultimate time to elect Board Officers. No action was taken at this time and they will bring back for further discussion at a later date. The Board discussed whether or not board members should attend the CSBA conference this year. No action was taken and this will come back at a later time.

3. Information: Board Meeting Dates for 2010

The Board discussed the possibility of going back to 1<sup>st</sup> and 3<sup>rd</sup> Wednesdays. No action was taken at this time; this will be discussed further at the organizational meeting in December.

4. CLOSED SESSION4.1 Conference with Legal Counsel

Anticipated Litigation

Significant exposure to litigation pursuant to Government Code Section 54954.5(b)

One Case

Attending:

Kelly Staley, Superintendent

Bob Feaster, Assistant Superintendent

Jan Combes, Assistant Superintendent

Paul Gant, Attorney at Law

John Kelley, Attorney at Law

4.2 Update on Labor Negotiations

Employee Organizations:

Representative:

CUTA

CSEA, Chapter #110

Kelly Staley, Superintendent

Bob Feaster, Assistant Superintendent

Jan Combes, Assistant Superintendent

4.3 Public Employee Dismissal/Discipline/Release

Per Government Code Section 54954.5

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MINUTES

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**4.4 Public Employee Appointment**

Per Government Code §54957

Title: Restructuring of the Educational Services Department with Possible Promotion to Provide Oversight Services

**4.5 Public Employee Performance Evaluation**

Per Government Code §54957

Title: Superintendent

**5. RECONVENE TO REGULAR SESSION****5.1. Call to Order****5.2. Report Action Taken in Closed Session**

1. The Board gave direction to legal counsel regarding one matter of anticipated litigation.

2. The Board considered twelve (12) appeals filed by a member of the public relating to complaints against various District employees. The Board adopted the District's Responses rejecting each of the twelve complaints.

**6. ADJOURNMENT**

At 12:30 am the meeting was adjourned.

:mm

APPROVED:

---

Board of Education

---

Administration

# DONATIONS/GIFTS

6.1.2  
Page 1 of 1

Donor	Item	Recipient
NorCal Waste Management	Gift Cards @ \$200.00	Chapman/ACE
Lisa and Jennifer Sanders	\$100.00	Chapman
Mr. and Mrs. Geiger	\$50.00	Neal Dow
Mr. and Mrs. Noble	\$50.00	Neal Dow
Mr. and Mrs. Nevarez	\$40.00	Neal Dow
Mr. and Mrs. Berg	\$40.00	Neal Dow
Mr. and Mrs. Boysa	\$40.00	Neal Dow
Mr. and Mrs. Schader	\$40.00	Neal Dow
Mr. and Mrs. McLaughlin	\$50.00	Neal Dow
Mr. and Mrs. Nickas	\$40.00	Neal Dow
Aronson	\$40.00	Neal Dow
Target	\$177.74	Neal Dow
Costco	100 Backpacks @ \$1,500.00	Parkview
Kim and Mark Nelson	\$100.00	Shasta
City of Chico	2 Performances for 40 students @ \$240.00	Sierra View
Stephen Montana	\$80.00	Sierra View
Julie and Allan Crum	\$50.00	Sierra View
Thanh Vinh Nguyen/Creative Nails	\$100.00	Sierra View
Roger & Cecilia Marshall	\$125.00	Sierra View
Christian and Melissa Friedland	\$1,500.00	Sierra View
Target	\$153.19	Sierra View
Bonnie Peracca/Rush Personnel Svc	\$500.00	Sierra View
Costco	50 Backpacks w/supplies @ \$1,000.00	Sierra View
Stephen and Barbara Young	\$200.00	BJHS
Denise Hardy	\$20.00	CJHS/Art Dept
Anonymous	\$20.00	CJHS/Art Dept
Marcy Reise	\$10.00	CJHS/Art Dept
Brian and Nancy Oppy	\$10.00	CJHS/Art Dept
Angela Roy	\$10.00	CJHS/Art Dept
Rachel Reed	\$10.00	CJHS/Art Dept
Gregory and Rosemary White	\$20.00	CJHS/Art Dept
Wal-Mart	Misc. Office Supplies @ \$300.00	MJHS
Wal-Mart/Chico Noon Rotary Club	Office Supplies/Gift Cards @ \$1,500.00	CHS/PVHS/BJHS/CJHS/MJHS
Ed and Dianne Wrona	\$300.00	CHS/Music Dept.
Chester True Value Hardware	Paints & Stains @ \$3,900.00	PVHS
Hughes Hardwoods, Inc.	Wood for Gym Floor @ \$400.00	PVHS
Crystal Saxton	VCR and Remote @ \$30.00	PVHS
Charlie Copeland/Sally Foltz	Books @ \$1,380.00	PVHS Library
Josh Skaug	Book @ \$9.00	PVHS Library
Ryan and Brittanee Parker	23 Books @ \$92.00	PVHS Library
Camille Panighetti	Books @ \$293.00	PVHS Library
Claudia Schwartz	Books @ \$230.00	FVHS
Geri Dalrymple	Prom Dresses @ \$200.00	FVHS
Valley Contractors Exchange	Various Construction Books @ \$1,516.00	FVHS Construction Academy
Donald Reed	Laptop Computer @ \$975.00	AFC

**TITLE: Bidwell Junior High Club Live Field Trip to Richardson Springs**

Action: \_\_\_\_\_  
Consent:   X    
Information: \_\_\_\_\_

September 23, 2009

Prepared by: Lisa Winslow, School Counselor, Bidwell Jr.

### **Background Information**

Club Live and Friday Night Live our clubs on campus that involve students in promoting activities regarding prevention and education of drug and alcohol use. Seventh and Eighth grade students will attend a Leadership Conference at Richardson Springs called the Committed North Valley Regional Youth Development Summit. Students from Bidwell have been attending this conference for the last few years and have learned many leadership skills and good information that they bring back to the school.

### **Educational Implications**

Students will have opportunities to attend Public Speaking workshops, as well as being involved in cooperative learning with other middle school students from Butte County. They will facilitate leadership workshops as well as learning about group management and grant writing.

### **Fiscal Implications**

Butte County Behavioral Health will pay for any substitute teachers that are attending the conference. No other costs involved.

### **Additional Information**

Transportation will be provided by teacher cars and parents will need to pick up their students at Richardson Springs. Students will depart from Bidwell Junior at 12:00 pm on Thursday, October 8<sup>th</sup> and can be picked up by parents at 12 pm on October 10<sup>th</sup> at Richardson Springs.

### **Recommendation**

"I recommend approval of the proposed field trip."

RECEIVED

SEP 11 2009

CHICO UNIFIED SCHOOL DISTRICT

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

EDUCATIONAL  
SERVICES

FIELD TRIP REQUEST

TO: CUSD Board of Education

Date: 9-2-09

FROM: Lisa Winslow, School Counselor

School/Dept.: Bidwell Junior High School

SUBJECT: Field Trip Request

Request is for CLUB LIVE Leadership Conference

(grade/class/group)

Destination: Richardson Springs

Activity: Leadership Conference

from 10-8-09

/ 12:30 PM

to 10-10-09

/ 12:00 PM

(dates) / (times)

(dates) / (times)

Rationale for Trip: "Committed" Leadership conference focuses on drug and alcohol prevention at school and in the community.

Number of Students Attending: 10

Teachers Attending: 2

Parents Attending: 0

Student/Adult Ratio: 1:5

Transportation: Private Cars XX

CUSD Bus

Charter Bus Name

Other:

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

ESTIMATED EXPENSES:

Fees \$ none

Substitute Costs \$ none

Meals \$ none

Lodging \$

Transportation \$

Other Costs \$

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

Name

Acct. #:

\$

Name

Acct. #:

\$

Requesting Party

Date

Site Principal

Date

Approve/Minor

☐

Do not Approve/Minor

or

Recommend/Major

Not Recommended/Major

(If transporting by bus or Charter)

Director of Transportation

Date

IF MAJOR FIELD TRIP

Director of Educational Services

Date

☒

Recommend

☐

Not Recommended

☐

Approved

☐

Not Approved

Board Action

Date

PROPOSED AGENDA ITEM: Chico Junior High Club Live Field Trip to Richardson Springs

Prepared by: John Bohannon, CJHS Principal

☒ Consent

Board Date September 23, 2009

☐ Information Only

☐ Discussion/Action

**Background Information**

Club Live is a club sponsored by Butte County Department of Behavioral Health. The North Valley Regional Youth Development Summit is the annual conference for Club Live groups from area schools. The students from Chico Junior will learn how to become active members of their community and how to help address the issue of underage drinking in their community.

**Educational Implications**

Students learn important leadership skills they can apply to be successful in school and beyond.

**Fiscal Implications**

None

RECEIVED

3.2.4  
Page 2 of 2

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

SEP 9 2009

SUPERINTENDENT'S OFFICE  
CHICO UNIFIED SCHOOL DISTRICT

FIELD TRIP REQUEST

TO: CUSD Board of Education

Date: 9/9/09

FROM: Patty Haley

School/Dept.: CJHS

SUBJECT: Field Trip Request

Request is for Club Live! Committee retreat  
(grade/class/group)

Destination: Richardson Springs Activity: Youth Development Summit

from 10/8/09 / 12pm to 10/10/09 / 12pm  
(dates) / (times) (dates) / (times)

Rationale for Trip: Provides leadership training which students then bring back to school + put into action by: leading meetings for club live + organizing + implementing project in community.

Number of Students Attending: 10 Teachers Attending: 1 Parents Attending:

Student/Adult Ratio: 10:1

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

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

ESTIMATED EXPENSES:

Fees \$ ☒ Substitute Costs \$ Meals \$

Lodging \$ Transportation \$ Other Costs \$

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

Name Acct. #: \$

Name Acct. #: \$

Patty Haley

Requesting Party

Date

9/9/09

Site Principal

Date

9/9/09



Approve/Minor



Do not Approve/Minor

or

Recommend/Major

or

Not Recommended/Major

(If transporting by bus or Charter)

Director of Transportation

Date

IF MAJOR FIELD TRIP

Director of Educational Services

Date

9/9/09



Recommend



Not Recommended



Approved



Not Approved

Board Action

Date



PROPOSED AGENDA ITEM: Major Field Trip

---

Prepared by: Ryan Gulbrandsen

---

☒ Consent

Board Date September 23, 2009

☐ Information Only

☐ Discussion/Action

**Background Information**

Annual Trip to Richardson Springs – Leadership Conference

**Education Implications**

This is a leadership conference where students will learn public speaking skills, facilitative leadership, grant writing, and more.

**Fiscal Implications**

None – no fees

**Additional Information**

RECEIVED

SEP 9 2009

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

6.2.5  
Page 2 of 2

SUPERINTENDENT'S OFFICE  
CHICO UNIFIED SCHOOL DISTRICT

FIELD TRIP REQUEST

TO: CUSD Board of Education

Date: 9-8-09

FROM: PV Friday Night Live School/Dept.: \_\_\_\_\_

SUBJECT: Field Trip Request

Request is for PV Friday Night Live  
(grade/class/group)

Destination: Richardson Springs Activity: Leadership conference

from 10-8-09 / 12:00 p.m. to 10-10-09 / 2:00 p.m.  
(dates) / (times)

Rationale for Trip: This is a leadership conference where students will learn public speaking skills, facilitative leadership, grant writing and more.

Number of Students Attending: 20 Teachers Attending: 2 Parents Attending: 0

Student/Adult Ratio: 10:1

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

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

ESTIMATED EXPENSES:

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

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

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

Name \_\_\_\_\_ Acct. #: \_\_\_\_\_ \$ \_\_\_\_\_

Name \_\_\_\_\_ Acct. #: \_\_\_\_\_ \$ \_\_\_\_\_

[Signature]  
Requesting Party

9-8-09  
Date

[Signature]  
Site Principal

9/8/09  
Date

☒ Approve/Minor ☐ Do not Approve/Minor  
or  
Recommend/Major Not Recommended/Major

Director of Transportation

\_\_\_\_\_  
Date

(If transporting by bus or Charter)

IF MAJOR FIELD TRIP

[Signature]  
Director of Educational Services

9-9-09  
Date

☒ Recommend ☐ Not Recommended

Board Action

\_\_\_\_\_  
Date

☐ Approved ☐ Not Approved

PROPOSED AGENDA ITEM: Fair View High School  
Prepared by: Sherri Boone (Leadership Teacher)

☒ Consent  
☐ Information Only  
☐ Discussion/Action

Board Date: September 23, 2009

#### Background Information

Butte County Behavioral Health sponsors Fair View's Friday Night Live Club. The Youth Summit is an annual conference offered to area High Schools.

#### Education Implications

Students learn important communication skills that will aid them in building school culture and open up communication with parents, peers, and community members regarding teens and underage drinking.

#### Fiscal Implications

None

#### Additional Information

SEP 1 2009

FIELD TRIP REQUEST

SUPERINTENDENT'S OFFICE  
CHICO UNIFIED SCHOOL DISTRICT  
TO: CUSD Board of Education

Date: 8-31-09

FROM: Sherri Boone

School/Dept.: Fairview High School

SUBJECT: Field Trip Request

Request is for FNL Youth Summit (FRIDAY Night Live - BCBH)  
(grade/class/group)  
Destination: Richardson Springs Activity: Youth Summit  
from Thurs 10/8/12pm to Sat. 10/10/12pm  
(dates) / (times) (dates) / (times)  
Rationale for Trip: To meet with students in Northern Ca. to  
build leadership skills and networking with community.

Number of Students Attending: 10-12 Teachers Attending: 2 Parents Attending:

Student/Adult Ratio: 6/1

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

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

ESTIMATED EXPENSES:

FNL funded  
Fees \$ 0 Substitute Costs \$ Meals \$  
Lodging \$ Transportation \$ Other Costs \$

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

Name Acct. #: \$  
Name Acct. #: \$

Requesting Party

Date

Site Principal

Date

☒ Approve/Minor ☐ Do not Approve/Minor  
or  
Recommend/Major Not Recommended/Major  
(If transporting by bus or Charter)

Director of Transportation

Date

IF MAJOR FIELD TRIP

Director of Educational Services

Date

☒ Recommend ☐ Not Recommended

Board Action

Date

☐ Approved ☐ Not Approved

PROPOSED AGENDA ITEM: Youth Development Summit

Prepared by: Sue Baber, Chico High School

☒ Consent  
☐ Information Only  
☐ Discussion/Action

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

### Background Information

This is an exceptional three day youth development summit. This summit will:

- \* Build leadership skills
- \* Mobilize our Friday Night Live chapter to address underage drinking by changing the community environment
- \* Provide training for club members to be leaders on our campus
- \* Prepare club members to facilitate a world cafe on our campus

### Education Implications

This summit will help students to build strong, leadership skills

### Fiscal Implications

None

RECEIVED

6.2.7  
Page 2 of 2

CHICO UNIFIED SCHOOL DISTRICT

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

SEP 2 2009

SUPERINTENDENT'S OFFICE  
CHICO UNIFIED SCHOOL DISTRICT

FIELD TRIP REQUEST

TO: CUSD Board of Education

Date: Aug. 20, 2009

FROM: Sue Baber

School/Dept.: Chico High School /  
Friday Night Live Club

SUBJECT: Field Trip Request

Request is for Friday Night Live Student Club members  
(grade/class/group)

Destination: Richardson Springs Activity: Youth Development Summit

from Thurs. Oct 8 / 12 noon to Sat. Oct 10 / 1 pm.  
(dates) / (times) (dates) / (times)

Rationale for Trip: This is an exceptional Leadership Conference

Number of Students Attending: App. 20 Teachers Attending: 2 Parents Attending: 0

Student/Adult Ratio: 10/1

Transportation: Private Cars ☒ CUSD Bus \_\_\_\_\_ Charter Bus Name \_\_\_\_\_  
Other: \_\_\_\_\_

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

ESTIMATED EXPENSES:

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

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

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

Name \_\_\_\_\_ Acct. #: \_\_\_\_\_ \$ \_\_\_\_\_

Name \_\_\_\_\_ Acct. #: \_\_\_\_\_ \$ \_\_\_\_\_

Sue Baber  
Requesting Party

August 20, 2009  
Date

[Signature]  
Site Principal

8/24/09  
Date



Approve/Minor



Do not Approve/Minor

or

Recommend/Major

or

Not Recommended/Major

(If transporting by bus or Charter)

[Signature]  
Director of Transportation

\_\_\_\_\_  
Date

IF MAJOR FIELD TRIP

[Signature]  
Director of Educational Services

9-3-09  
Date



Recommend



Not Recommended



Approved



Not Approved

Board Action

\_\_\_\_\_  
Date

PROPOSED AGENDA ITEM: \_\_\_\_ COLC: Chapter Officer Leadership Conference \_\_\_\_

Prepared by: \_\_\_\_ Sheena Zweigle \_\_\_\_

☒ Consent  
☐ Information Only  
☐ Discussion/Action

Board Date:

#### Background Information

The COLC provides Chico FFA's student leaders, the chapter officers, with a leadership and team development opportunities. At Camp Tehama, each of the 7 officers will have training sessions on their specific officer duties. The students will also work together to complete several team building activities to help their leadership and communication skills. The knowledge these students gain will be brought directly back to the students in the agriculture department and throughout Chico High.

#### Education Implications

1. Helps identify strengths and personal contributions to a team.
2. Develops personal goals and growth plans.
3. Helps prepare students for speech development and delivery.
4. Refines personal management and social skills.

#### Fiscal Implications

None

## CHICO UNIFIED SCHOOL DISTRICT

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

6.2.8  
Page 2 of 2

## FIELD TRIP REQUEST

TO: CUSD Board of Education

Date: 8/6/09

FROM: Chico FFA

School/Dept.: CHS/Agriculture

SUBJECT: Field Trip Request

Request is for Chico FFA Chapter Officers

(grade/class/group)

Destination: Mill Creek

Activity: Chapter Officer Leadership

from 9/19/09

/ 7:00am

to 9/21/09

/ 5:00pm

(dates) / (times)

(dates) / (times)

Rationale for Trip: Training for the student leaders of the Chico FFA Chapter.  
Leadership skills and team work are gained by all.

Number of Students Attending: 8 Teachers Attending: 1 Parents Attending:

Student/Adult Ratio: 8:1

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

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

## ESTIMATED EXPENSES:

Fees \$ 300.00 Substitute Costs \$ 120.00 Meals \$

Lodging \$ Transportation \$ 100.00 Other Costs \$

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

Name FFA Acct. #: 592 \$ 600.00

Name Acct. #: \$

Requesting Party

Date

Site Principal

Date



Approve/Minor



Do not Approve/Minor

or

Recommend/Major

or

Not Recommended/Major

(If transporting by bus or Charter)

Director of Transportation

Date

IF MAJOR FIELD TRIP

Director of Educational Services

Date



Recommend



Not Recommended



Approved



Not Approved

Board Action

Date



Board Date: September 23, 2009

**PROPOSED AGENDA ITEM: Annual ACT 12 Educational Senior Trip**

Action: \_\_\_\_\_  
Consent:   X    
Information: \_\_\_\_\_

Prepared by: Chris Persson, Chico High School

**Background Information**

For the past ten years, students in Chico High School's Academy of Communications and Technology have culminated their four-year course of study with a visit to the LA area for a behind-the-scenes look at the television and motion picture industry and the many career opportunities in this industry. We arrange for our students to see a variety of different facilities, from a working studio to post-edit facilities to a live taping. Many of the places we visit don't usually offer tours to the public.

We are fortunate enough to have connected with working professionals willing to take time out of their day to share their expertise with our students. In fact, two of the places we visit—Media Studio Sound and Los Angeles Center Studios—do not offer field trips or visits to any other high school group in the country except ours. CEO Pete Brosnan from LA Center Studios has told us that this is because of how serious and interested our students are. He takes time out of his day to personally allow our students to view the many venues/ career opportunities offered at this modern, downtown studio. Each year we explore different educational venues. As plans are finalized, Chris Persson will send the itinerary to the board if so desired. I have booked and am in the process of booking: The Paley Center for Media, Media Studio Sound, Los Angeles Center Studios, Paramount, a meeting with television and film writers at the Writers' Guild, and a professional taping of a program for television. Last year, for the first time, ACT seniors were able to attend a "Director's Screening" of Frost/Nixon at ARC Light Cinemas followed by a one hour Q/A with director Ron Howard. I will be searching for a similar opportunity later in the fall.

**Educational Implications**

**Expected Learning Outcomes and Standards Addressed:**

This trip is an integral part of the ACT program in media communications: it's a chance for students to see how what they have learned so far in their ACT classes is applied in the real world. The students taking the trip are enrolled in a two-period block that includes an English class (Literature and Film, which carries UC a-g credit in English) and a technology class (Studio Production, which is approved for UC a-g credit in Visual and Performing Arts. Students also receive college credit as this is a 2+2 class associated with Butte College). The trip ties directly to academic standards in both areas. Specific learning outcomes are:

- Students will understand the variety of careers available in media communications (*Visual Performing Arts Standard 5.0*).
- Students will see real life applications for the skills they have learned through the ACT program

- Students will learn how specific directors, writers and other film personnel used sound, editing, and narrative structure for a specific aesthetic purpose (*English/Language Arts Literary Response and Analysis 3.3*).
- Students will gain a deeper understanding of the studio and star systems in Hollywood (material covered in their course text *American Cinema, American Culture*).

### **Fiscal Implications**

The trip will cost approximately \$10, 5800 as follows:

\$5450 Bus Transportation, Bus Man's Holiday, the company we used last year (approved by CUSD transportation) This company has offered a \$900 discount and last year's price. *Transportation to LA, and to the various sites we will be visiting. Contract confirmed.*

\$5262 Lodging at Sportsman's Lodge in Studio City  
*1 rooms for 3 nights @\$ 406.98 /room total (including tax). Students will sleep four to a room. Contract confirmed. (Price \$20 per room less expensive than last year.)*

\$1,400 Admission to Paramount Studios/ Includes 3 hour tour and lunch  
*34 admissions @ \$40 each (estimate); I expect the price to be \$25- \$30.*

Sub costs

*2 teachers x 3 days x sub daily rate to be paid by Partnership funds. Amount to be determined by each sub's daily/hourly rate.*

Partnership Academies funds will pay for room costs for the teachers who are going (double occupancy). The rest of the trip will be paid for through donations and fundraising, as it has been each year.

### **Additional Information**

We will travel on a charter bus through Bus Man's Holiday. Five adult chaperones will be going on the trip along 34 students, making the supervision ratio at least 6.8. We will leave at 8am on Wednesday, January 13th and return around 9 p.m. on Saturday, January 16th.

RECEIVED

CHICO UNIFIED SCHOOL DISTRICT

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

6.2.9  
Page 3 of 3

SUPERINTENDENT'S OFFICE  
CHICO UNIFIED SCHOOL DISTRICT

FIELD TRIP REQUEST

TO: CUSD Board of Education

Date: 8-31-09

FROM: Christine Persson

School/Dept.: CHS / ACT

SUBJECT: Field Trip Request

Request is for ACT 12

(grade/class/group)

Destination: Los Angeles

Activity: Education Trip

from Jan. 13, 2010 / 9 AM

(dates) / (times)

to Jan. 16, 2010 / 10:30 PM

(dates) / (times)

Rationale for Trip: Behind the scenes look at career opportunities in the film and television industries.

Number of Students Attending: 34 Teachers Attending: 2 Parents Attending: 3

Student/Adult Ratio: 6.8/1

Transportation: Private Cars \_\_\_\_\_

CUSD Bus \_\_\_\_\_

Charter Bus Name Buylan's

Other: \_\_\_\_\_

holiday

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

ESTIMATED EXPENSES:

Fees \$ 5262 1400

Substitute Costs \$ 400

Meals \$ 1200

Lodging \$ 5262

Transportation \$ 5450

Other Costs \$ \_\_\_\_\_

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

Name Partnership

Acct. #: \_\_\_\_\_

\$1221 adult rooms  
\$5450 BUS  
\$125 - Paramount

Name Fundraising

Acct. #: \_\_\_\_\_

\$ \_\_\_\_\_

Christine Persson

8-31-09

Requesting Party

Date

[Signature]  
Site Principal

8/31/09  
Date

☒ Approve/Minor

☐ Do not Approve/Minor

or

☐ Recommend/Major

☐ Not Recommended/Major

(If transporting by bus or Charter)

[Signature]  
Director of Transportation

9/2/09  
Date

IF MAJOR FIELD TRIP

[Signature]  
Director of Educational Services

9-3-09  
Date

☐ Recommend

☐ Not Recommended

☐ Approved

☐ Not Approved

Board Action

Date

PROPOSED AGENDA ITEM: Consultant Agreement: Fair View Green Academy Coordinator

Prepared by: Janet Brinson

X Consent  
       Information Only  
       Discussion/Action

Board Date: September 23, 2009

Background Information:

Fair View High School has received a three-year grant from the CDE's California Partnership Academies Program (Green/Clean Initiatives) to fund a Building Design and Construction Academy at Fair View. Components of the Partnership Academies program include rigorous academics and career-technical education, a strong career focus, and active business and post-secondary partnerships. Mentoring and internships are required components of academies.

This Academy is being implemented with the active assistance of many business and post-secondary partners, including CSUC's Construction Management Department, Butte College's Green Technology Programs, the Valley Contractor's Exchange, and many individuals who have agreed to work with students as mentors and to provide job shadowing and internship placements. The coordinator's role will be to manage the work of these various individuals, and to provide the "human touchstone" necessary for the Academy's students. To best serve the unique needs of Fair View's student population, this coordinator position requires an extensive background in youth development and in working with at-risk youth, experience coordinating or working with mentor programs, and a good understanding of the culture of Fair View's campus and students.

Education Implications:

Partnership academies have been widely studied and evaluated, and have consistently shown to have a positive impact on student achievement and connection to school. Implementing this program successfully should, therefore, have positive educational implications for Fair View's student body.

Fiscal Implications:

There will be no cost to the General Fund.

Additional Information:

None.

Mandatory Instructions  
(click to view)

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

Business Services Use Only

CA# \_\_\_\_\_  
V# 9701

### CONSULTANT AGREEMENT

1. A completed BS10a. "Certificate of Independent Consultant Agreement" guideline is:  
☒ On File (click to view)    ☒ Attached
2. A completed W9 "Request for Taxpayer Identification Number and Certification" form is:  
☒ On File (click to view)    ☒ Attached

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

Name: Frances Marie Anderson  
 Street Address/POB: 408 Weymouth Way  
 City, State, Zip Code: Chico, CA 95973  
 Phone: (530) 570-4365  
 Taxpayer ID/SSN: \_\_\_\_\_

This agreement will be in effect from: 10/01/09 to 06/30/10

Location(s) of Services: (site) Fair View High School

3. Scope of Work to be performed: (attach separate sheet if necessary)  
 To coordinate the FVHS Construction Academy by facilitating the academic, career-technical education, career focus, mentoring, internships and post-secondary partnerships required by the grant.
4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant services:  
 Help improve student attendance to 90% or better  
 Increase credit completion rate  
 Increase community partnerships

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

- 1) Fair View Partnership Academy Grant
- 2)
- 3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	7223	0	1000		5800	14	030
2)							5800	14	
3)							5800	14	

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

8. Payment to Consultant: (for the above services, District will pay Consultant as follows)

\$ 40.00 Per Unit, times 540.00 # Units = \$ 21,600.00 Total for Services  
 (Unit: ☒ Per Hour ☐ Per Day ☐ Per Activity)

9. Additional Expenses:

\$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 Total for Addit'l Expenses 0.00

\$ 21,600.00 Grand Total

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

(to be completed by Business Services)

# **CONSULTANT TERMS AND CONDITIONS**

(Applicable, unless determined to be Contract Employee - See BS10a)

Consultant Name: Frances Marie Anderson

Business Services Use Only

CA#

V# 9701

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

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

Frances Marie Anderson  
(Signature of Consultant)

Frances Marie Anderson  
(Print Name)

9-8-09  
(Date)

## **12. RECOMMENDED:**

David S. McKay  
(Signature of Originating Administrator)

David S. McKay  
(Print Name)

9/8/09  
(Date)

## **13. APPROVED:**

Janet L. Brinson  
(Signature of District Administrator, or Director of Categorical Programs)

Janet L. Brinson  
(Print Name)

9/15/09  
(Date)

## **APPROVED:**

Scott Jones  
(Signature of District Admin.-Business Services)

☒ Consultant ☐ Contract Employee  
**Scott Jones Director, Fiscal Services**  
(Print Name)

9/15/09  
(Date)

## **14. Authorization for Payment:**

### **CHECK REQUIRED (Invoice to accompany payment request):**

- ☐ Partial Payment thru: \_\_\_\_\_  
(Date)
- ☐ Full or Final Payment

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

- ☐ Send to Site Administrator: \_\_\_\_\_  
(Date check required)
- ☐ Mail to Consultant

\$

(Amount)

(Originating Administrator Signature - Use Blue Ink)

(Date)

**PROPOSED AGENDA ITEM:** CONSULTANT AGREEMENT N.C.B.S.O.A.

**Prepared by:** JOHN SHEPHERD

☒ Consent

Board Date \_\_\_\_\_

☐ Information Only

☐ Discussion/Action

**Background Information**

This agreement will provide for officials for Pleasant Valley High School's Field Hockey, Baseball and Softball games.

**Education Implications**

None

**Fiscal Implications**

None – Funds to be provided by ASB account.

**Additional Information**

Mandatory Instructions  
(click to view)

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

CA# \_\_\_\_\_

### CONSULTANT AGREEMENT

#### For Services Provided to ASB

1. A completed BS10a. "Guidelines for Employing Independent Contract Consultants" certificate is:

On File (click to view) ☒

Attached ☐

2. A completed W9 "Request for Taxpayer Identification Number and Certification" form is:

On File (click to view) ☒

Attached ☐

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

Name: N.C.B.S.O.A.

Street Address/POB: 6020 Skyway

City, State, Zip Code: Paradise, CA 95969

Phone: 530-782-1975

Taxpayer ID/SSN:

This agreement will be in effect (Current Fiscal Year) From: 8/17/2009

To: 5/31/2010

Location(s) of Services: (site)

Pleasant Valley High School fields and Hooker Oak Park fields

3. Scope of Work to be performed: (attach separate sheet if necessary)

Provide officials for Pleasant Valley High School Field Hockey matches, Baseball and Softball games.

4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant services:

Allow hockey matches with officials. Allow Baseball and Softball games with umpires (Same association)

5. ASB account name to be Charged: (corresponding to accounts below)

- 1) ASB account - Field Hockey
- 2) ASB account - Baseball
- 3) ASB account - Softball

6. Account(s) to be Charged:

Pct (%)	Account #	Amount
1) 100%	426	2500.00
2) 100%	450	4500.00
3) 100%	459	5500.00

7. Payment to Consultant: (for the above services, ASB will pay Consultant as follows)

\$ \_\_\_\_\_ Per Unit, times \_\_\_\_\_ # Units = \$ 0.00

(Unit: ☐ Per Hour ☐ Per Day ☒ Per Activity) season

Total for Services

8. Additional Expenses: (i.e. mileage, hotel, air fare, etc)

426 Hockey	\$ 250.00
450 Baseball	\$ 500.00
459 Softball	\$ 500.00
	\$ 1,250.00

Total for  
Addit'l Expenses

\$ 13,750.00

Grand Total  
(not to exceed)

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

(to be completed by Business Services)



# CONSULTANT TERMS AND CONDITIONS

(Applicable, unless determined to be Contract Employee - See BS10a)

CA# \_\_\_\_\_

- a. The Consultant will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Consultant Agreement. Consultant shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Consultant's employees. (Not applicable to Contract Employee)
- b. Consultant shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page 1 of this Agreement.
- c. In the performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.
- d. If applicable, the Consultant will certify in writing, using \_\_\_\_\_, that criminal background checks have been completed as per \_\_\_\_\_ prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
- e. Consultant agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Consultant's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Consultant, and/or the Consultant's employee or agents.
- f. Consultant will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the District. (Not applicable to Contract Employee)
- g. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
- h. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become, applicable to Consultant, Consultant's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.

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

David Wallerand David Wallerand 8/7/09  
(Signature of Consultant) (Print Name) (Date)

**12. RECOMMENDED:**  
Pam Jackson Pam Jackson, Athletic Director 8/10/09  
(Signature of Originating Faculty Advisor) (Print Name) (Date)

**APPROVED:** ASB Requisition/PO # ASB-03068 issued by ASB Accounting Office. \*\* before C.A. submitted to District for approval.

Connor Bell-Whitney Connor Bell-Whitney 8/12/09  
(Signature of ASB Officer) (Print Name and Title) (Date)

John Shepherd John Shepherd / Principal 8/25/09  
(Signature of Principal) (Print Name and Title) (Date)

**APPROVED:**  
Scott Jones Scott Jones Director, Fiscal Services

(Signature of Administrator - Business Services) (Print Name and Title) 9/10/09  
(Date)

**13. Authorization for Payment:** ☒ Consultant ☐ Contract Employee

<b>(a). CHECK REQUIRED</b> (Invoice to accompany payment request):	
<input type="checkbox"/> Partial Payment thru: _____ (Date)	
<input type="checkbox"/> Full or Final Payment	

<b>(b).</b>		
\$ _____ (Amount)	_____ (Originating Administrator Signature - Use Blue Ink)	_____ (Date)

PROPOSED AGENDA ITEM: Consultant agreement with Creative Spirit LLC

Prepared by: Scott Lindstrom



Consent



Information Only

Board Date: 09/23/09



Discussion/Action

Background Information

Consultants will provide "Keeping the Joy in Learning" training to site staff. Includes 1-day follow-up training at Neal Dow (demo lessons in six classrooms plus two hours after school training), and one full-day training for elementary staff not previously trained at other district sites. Required for Early Mental Health Initiative grants.

Education Implications

All staff trained to utilize "Healthy Play is a Solution" strategies for enhancing classroom management, teaching strategies, character education, building school community, improving empathy and problem-solving skills, and addressing needs of at-risk students.

Fiscal Implications

Training is funded by an Early Mental Health Initiative grant. No impact on general fund.

Additional Information

### CONSULTANT AGREEMENT

1. Completed BS10a. "Certificate of Independent Consultant Agreement" guideline is:

☒ On File (click to view) ☐ Attached

2. Completed W9 "Request for Taxpayer Identification Number and Certification" form is:

☐ On File (click to view) ☐ Attached

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

Name: Creative Spirit LLC  
Street Address/POB: 6062 East Beverly  
City, State, Zip Code: Tucson, AZ 85711  
Phone: 1-800-742-0708  
Taxpayer ID/SSN: 86-0714320

This agreement will be in effect from: 09/24/09

to 05/07/09

Location(s) of Services: (site) Neal Dow + District

3. Scope of Work to be performed: (attach separate sheet if necessary)

Provide "Keeping the Joy in Learning" training to site staff. Includes 1-day follow-up training each at Neal Dow (demo lessons in six classrooms plus two hours after school training); one full-day training for elementary staff not previously trained. Required for Early Mental Health Initiative grants.

4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant services:

All staff trained to utilize "Healthy Play is a Solution" strategies for enhancing classroom management, teaching strategies, character education, building school community, increasing empathy and problem-solving skills, and addressing needs of at-risk students.

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

- 1) Elementary Guidance #13 (Early Mental Health Initiative grant)  
2)  
3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	7828	0	1110	3110	5800	14	740
2)							5800	14	
3)							5800	14	

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

8. Payment to Consultant: (for the above services, District will pay Consultant as follows)

\$ 7,050.00 Per Unit, times 1.00 # Units = \$ 7,050.00 Total for Services  
(Unit: ☐ Per Hour ☐ Per Day ☐ Per Activity)

9. Additional Expenses:

Travel expenses included

\$  
\$  
\$

Total for  
0.00 Addit'l Expenses

\$ 7,050.00 Grand Total

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

(to be completed by Business Services)

# CONSULTANT TERMS AND CONDITIONS

(Applicable, unless determined to be Contract Employee - See BS10a)

Consultant Name:

Creative Spirit LLC

Business Services Use Only

CA#

V#

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

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

(Signature of Consultant)

Charlie Stephens

(Print Name)

(Date)

9/10/09

## 12. RECOMMENDED:

(Signature of Originating Administrator)

Scott Lindstrom

(Print Name)

(Date)

9/15/09

## 13. APPROVED:

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

(Print Name)

(Date)

## APPROVED:

(Signature of District Admin.-Business Services)

☒ Consultant

☐ Contract Employee

(Print Name)

(Date)

9/17/09

## 14. Authorization for Payment:

### CHECK REQUIRED (Invoice to accompany payment request):

☐ Partial Payment thru:

(Date)

☐ Full or Final Payment

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

☐ Send to Site Administrator:

(Date check required)

☐ Mail to Consultant

\$

(Amount)

(Originating Administrator Signature - Use Blue Ink)

(Date)

PROPOSED AGENDA ITEM: Obsolete Textbooks

Prepared by: Joanne Parsley

X Consent

       Information Only

Board Date: September 23, 2009

       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.

Education 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.

Additional Information

None

DO Recommendation: Joanne Parsley

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**

District Repository  
(School)

8-26-09

(Date)

Grade	# of T.E.	# of S.E.	Title	ISBN	Notes
2		3	Math - Practice Workbook	0-15-320436-2	
2		4	Math - Reteach Workbook	0-15-320442-7	
1		4	Math - S.E.	0-15-315511-6	
3		19	Math - S.E.	0-15-315513-2	
5		9	Math - S.E.	0-15-315516-7	
6		22	Math - S.E.	0-15-315517-5	
4		5	Math - S.E. Practice Workbook	0-15-320438-9	
4		14	Math - S.E. Reteach Workbook	0-15-320444-3	
5		13	Math - S.E. Reteach Workbook	0-15-320445-1	
6		12	Math - S.E. Reteach Workbook	0-15-320446-X	
1		8	Math - S.E. Unit 1		
1		4	Math - S.E. Unit 2		
1		9	Math - S.E. Unit 4		
1		10	Math - S.E. Unit 5		
1		16	Math - S.E. Unit 6		
3	1		Math - T.E.	0-15-315525-6	
4	1		Math - T.E.	0-15-321623-9	
1	2		Math - T.E. Vol. 1	0-15-315521-3	
5	0		Math - T.E. Vol. 1	0-15-315529-9	
6	2		Math - T.E. Vol. 1	0-15-315531-0	
1	2		Math - T.E. Vol. 2	0-15-315522-1	
6	2		Math - T.E. Vol. 2	0-15-315534-5	
2		1	Math - Unit 1-6 Workbook		

*Joanne Parsley*

Chico High School  
(School)

8/24/09  
(Date)

[illegible]

Jim Haulon  
(Principal's Signature)

(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

PVHS  
(School)

8-20-09  
(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.

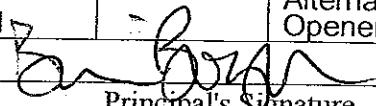


**NOTICE OF INSTRUCTIONAL MATERIALS DECLARED OLD OR OBSOLETE**

Bidwell Junior High  
(School)

9/24/09  
(Date)

Number of Teacher's Editions	Number of Student's Editions	Title	Grade Level	Copyright Date	Condition
1	489	Mathematics Concepts and skills	7	2001	good
2	310	Algebra 1 Concepts and skills Chapters 1-12	8	2001	good
	220	Algebra 1 Concepts and skills Chapters 1-6	8	2001	good
1	200	California Standards Key Concepts book	7	2001	good
1	126	California Standards Key concepts Algebra 1	8	2001	good
	12	Resource Book	7	2001	good
	1	Spanish Practice book	7	2001	good
	1	Practice Work Book	7	2001	good
1		Practice Work Book Teachers addition	7	2001	good
1		California Standards Practice work book	7	2001	good
2		Worked out Solution Key	7	2001	good
1		Assessment Book	7	2001	good
1		Teacher Time Saver Transparencies	7	2001	Very good
1		Math Log	7	2001	Very good
1		Technology	7	2001	Very good
1		Home and School Connections	7	2001	Very good
1		English/Spanish Problem Solving Transparencies	7	2001	Very good
	26	Resource Books	8	2001	Very good
	4	Resources in Spanish	8	2001	Very good
1		Note taking Transparencies	8	2001	Very good
2		Note taking Guide	8	2001	Very good
3		Answer Transparencies	8	2001	Very good
3		Practice Workbook	8	2001	Very good
2		Extra Examples Transparencies	8	2001	Very good
2		Warm up Transparencies	8	2001	Very good
1		Alternative Lesson Opener	8	2001	Very good

  
Principal's Signature

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Bidwell Junior High  
(School)

8/24/09  
(Date)

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Principal's Signature \_\_\_\_\_

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Chico Jr. High School  
(School)

(Date)

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(Principal's Signature)

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Chico Jr. High School  
(School)

(Date)

(Principal's Signature)

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NOTICE OF INSTRUCTIONAL MATERIALS DECLARED OLD OR OBSOLETE

Chico Jr High  
(School)

6/9/09  
(Date)

Number of Teacher's Editions	Number of Pupil's Editions	Title	Grade Level	Copyright Date	Condition
	48	Hampton Brown High Point Level B	B	1994	New
	1	Selection CDs	B	1994	New
	1	Prentice Hall Literature Bronze		1989	Used
	2	Prentice Hall Literature Silver		2002	New
	1	Prentice Hall Silver		2000	New
	2	Hampton Brown Level B High Point	B	1994	New
	3	Curras y chocolate Houghton Mifflin Reading	6	1984 2003	Used New
	1	Houghton Mifflin Reading Resources	6	2003	Used/Good
	1	Writing Transparencies	6	2003	Good/New
	1	Writing Resource Center	6	2003	New

J. B. L.  
(Principal's Signature)

NOTICE OF INSTRUCTIONAL MATERIALS DECLARED OLD OR OBSOLETE

Chico Junior High  
(School)

6/9/09  
(Date)

Number of Teacher's Editions	Number of Pupil's Editions	Title	Grade Level	Copyright Date	Condition
	31	American Folklore and Legends	7/8	1980	Used
	25	The Second Tree from the Corner	7/8	1989	Good
	6	Dragonwings	7	1975	Used
	12	Shabana	7/8	1989	Used
1		Prentice Hall Realidades	A	2004	New
	25	Realidades	A	2004	New
	8	Voces y Vistas		1989	Used
1		Churas y Chocolate		1984	Used
		Level 1			
1		Paso A Paso		1997	New
		Level B			
1		Paso A Paso		1997	New
		Level A			
	30	Suenos			
		Level 1 Reader		1989	New
	31	Wolves of the (paperbacks)	6		Used/Good

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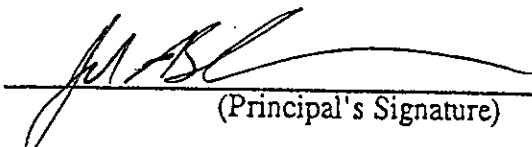
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NOTICE OF INSTRUCTIONAL MATERIALS DECLARED OLD OR OBSOLETE

Chico Junior High  
(School)

6/9/09  
(Date)

Number of Teacher's Editions	Number of Pupil's Editions	Title	Grade Level	Copyright Date	Condition
	18	Thorndike/Barnhart Advanced Dictionary		1979	Used
	1	Thorndike/Barnhart Beginning Dictionary		1979	Used
	1	American Heritage Dictionary paperback		2001	Used
	1	American Heritage Spanish Dictionary paperback		1987	Used/Good
	29	Exploring Spanish EML/Pearson Pub.		2002	New
1		Teacher's Resource Book - Realidades	A		Used/Good
1		Audio Program Realidades	A/B		New
	3	Vol 1 Reading Practice Book	6	2003	New
	9	Vol 2 Reading Practice Book	6		New
1		Practice Book	6		New
	1	Reader's Library	6		New

  
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NOTICE OF INSTRUCTIONAL MATERIALS DECLARED OLD OR OBSOLETE

Chico High  
(School)

6/8/09  
(Date)

Number of Teacher's Editions	Number of Pupil's Editions	Title	Grade Level	Copyright Date	Condition
	5	Webster's Student Dictionary		1977	Used
	2	Webster's Geographical Dictionary		1963	Used
	4	Webster's Ninth Collegiate Dict.		1990	Used
	3	Webster's Student Dictionary		1961	Used
	4	The New Medical Encyclopedia		1988	Used
	1	In Other Words Thesaurus		1977	Used
	1	Roads Thesaurus		1962	Good
	2	Century Dictionary	NA	1953	Used
	3	Thomson's Barnard Dictionary		1968	Used
	1	Webster's New Collegiate Dictionary		1977	Used
	1	Webster's Student Dictionary		1962	
	19	Myths and Folk Tales	7	1963	Used
	20	Introduction to Myth	7	1977	New
	17	" " "	7	1977	Used
	1	Box - Resource Material	8	1977	New
		Journal of Literature			
	6	In Other Words	7	1977	Used
	1	The Reader's Choice	8	2002	New
	1	The Reader's Choice	7	2002	New

JL H  
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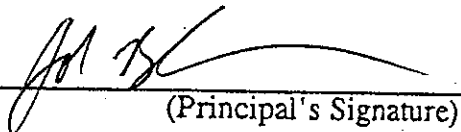


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Chico Jr High  
(School)

6/8/09  
(Date)

Number of Teacher's Editions	Number of Pupil's Editions	Title	Grade Level	Copyright Date	Condition
2		The Lang. of Literature	7	1997	New
3		Premier Hall Literature	8	2002	New
1		Premier Hall Literature	7	2002	New
1		Language of Literature	8	1997	Used
1		High Grammar & Comp	9	1980	Used
	3	Advanced Dictionary	N/A	1979	Used
	11	Webster's Spanish English Dictionary		1996	Good - Used
	11	Vox Spanish & English School Dictionary			
		Thomson's Grammar Dictionary		1978	Used
2		The Lang. of Literature	7	1997	New
3		Premier Hall Literature	8	2002	New
1		Premier Hall Literature	7	2002	New
1		Language of Literature	8	1997	Used
1		High Grammar & Comp	9	1980	Used
	3	Advanced Dictionary	N/A	1979	Used
3		McDougal Lit II	8	1997	New
1		Lang of Literature	7	1997	New
	1	McDougal Lit II	7	1997	New
		Lang of Literature			

  
(Principal's Signature)

Marsh

8/24/09

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Chapman Elementary  
(School)

8/28/09  
(Date)

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Citrus Elementary  
(School)

08 | 21 | 09

(Date)

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Michelle Sand  
(Principal's Signature)

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# NOTICE OF INSTRUCTIONAL MATERIALS DECLARED OLD OR OBSOLETE

Emma Wilson Elementary			Date: 9/1/09		
# of Teacher's Editions	# of Pupil's Editions	Title	Grade Level	Copyright Date	Condition
	86	Harcourt Math	6	2002	used
2		Harcourt Math Assessment Guide	6	2002	used
2		Harcourt Math Teacher's Resource Book	6	2002	used
2		Success for English Language Learners	6	2002	used
2		CA Planning & Pacing Guide	6	2002	used
2		Family Involvement Activities	6	2002	used
4		Benchmark Assessments	6	2002	used
1		Intervention Strategies & Activities	6	2002	used
1		McGraw Hill Learning Materials Spectrum	6	1997	used
3		Mathland Daily Tune-ups II	6		used
1		Harcourt Math Teacher Vol 1	6	2002	used
1		Harcourt Math Teacher Vol 2	6	2002	used
	104	Harcourt Math	5	2002	used
5		Teacher Guides	5	2002	used
	2	CD's	5	2002	new
	2	Practice Workbook	5	2002	new
	2	CA Math Standards	5	2002	new
	1	Intervention Activities	5	2002	new
	1	CA Planning/Placing	5	2002	new
	1	English Learner	5	2002	new
	1	Performance	5	2002	new
1		Benchmark Assessments	4	2002	new
	98	Harcourt Math	4	2002	used
2		CA Planning & Pacing Guide	4	2002	good
2		Performance Assessment	4	2002	new
1		Teacher's Resource Book	4	2002	used
1		Family Involvement Activity	4	2002	new
2		Success for English	4	2002	new
1		Language Learners	4	2002	
1		CD Intervention Strategies	4	2002	used
3		Math Teacher's Edition Vol 1	4	2002	used
5		Math Teacher's Edition Vol 2	4	2002	used
1		Math Daily Transparencies 2	4	2002	used
1		Mathland Resource Mgr	4	2002	

# NOTICE OF INSTRUCTIONAL MATERIALS DECLARED OLD OR OBSOLETE

Emma Wilson Elementary			Date: 9/1/09		
# of Teacher's Editions	# of Pupil's Editions	Title	Grade Level	Copyright Date	Condition
1		Mathland Journey		2002	
		Mathematics Guide Book	4	2002	used
3		Mathland Daily Tune Ups II	4	2002	used
1		Mathland Daily Tune Ups Homework	4	2002	
1		Mathland Skillpower	4	2002	used
1		Mathland Reproducibles	4	2002	used
1		Family Involvement Activities	4	2002	used
1		Language Learners for English	4	2002	new
1		Performance Assessment	4	2002	new
1		Intervention and Activitis	4	2002	used
1		Assessment Guide or Teachers	4	2002	used
1		Teacher Research Book	4	2002	used
	120	Harcourt Math	3	2002	used
2		Teacher's Edition Vol. #1	3	2002	used
3		Teacher's Edition Vol. #2	3	2002	used
2		Benchmark Assessment	3	2002	used
2	11	Practice Workbook	3	2002	good
	7	Practice Work Book	3	2002	new
	1	Practice Work Book	3	2003	used
2		Family Involvement Acvtivities	3	2002	new
1		Benchmark Assessment	3	2002	new
1		Language Learners for English	3	2002	new
2		Performance Assessment	3	2002	new
2		Planning and Pacing Guide	3	2002	new
1		Intervention	3	2002	used
1		Success for ELL	3	2002	used
9		Teachers Reference	3	2002	used
1		CD Electronic Test	3	2002	good
1		CD Electronic Test Math Practice	3	2002	good
1		CD Electronic Test Intervention	3	2002	good
1		CD Mighty Math Heroes	3	2002	good
1		Mighty Math Heros Book	3	2002	good
1		Mighty Math Calculating Crew	3	2002	good
1		Teacher's Source Book	3	2002	good

# **NOTICE OF INSTRUCTIONAL MATERIALS DECLARED OLD OR OBSOLETE**

Emma Wilson Elementary			Date: 9/1/09		
# of Teacher's Editions	# of Pupil's Editions	Title	Grade Level	Copyright Date	Condition
	7	Harcourt Math CA Unit 1	2	2002	new
	2	Harcourt Math CA Unit 2	2	2002	new
	2	Harcourt Math CA Unit 3	2	2002	new
	6	Harcourt Math CA Unit 4	2	2002	new
	7	Harcourt Math CA Unit 5	2	2002	new
	52	Harcourt Math CA Unit 6	2	2002	new
1	2	Performance Assessment Guide	2	2002	new
5		Harcourt Math Vol. 1	2	2002	used
5		Harcourt Math Vol. 2	2	2002	used
4		Harcourt Math Family Involvement Activities	2	2002	used
3		Harcourt Math Performance Assessment	2	2002	used
4		Harcourt Math Teacher's Resource Book	2	2002	used
3		Harcourt Math Intervention	2	2002	used
3		Hardcourt Math Success for ELL	2	2002	used
	7	Harcourt Math Softcover	2	2002	new
4		Teacher's Resource Book	2	2002	used
	10	Hardcourt Math Hardcover	2	2002	used
2		Cal. Planning & Pacing Guide	2	2002	used
2		Benchmark Assessments Cal. Math	2	2002	used
2		Math Interventions Standard	2	2002	used
1		CD Math Electronic Test System	2	2002	good
	97	Harcourt Math workbook	1	2002	new
3		Harcourt Math Volume 1 Teacher's	1	2002	good
	4	ELL Math	1	2002	new
	2	Assessment Guide	1	2002	good
	1	Family Involvement	1	2002	new
	2	Performing Assessment	1	2002	new
	3	C.A. Planning and Pacing Guide	1	2002	new
1		Daily Transparencies	1	2002	used
2		Daily Tune-Ups	1	2002	new
2		CD Electronic Test System	1	2002	new
1		CD Electronic Test System- 2 box	1	2002	good
1		Daily Tune-Ups II	1	2002	new
	1	Harcourt Math CA Unit 4	1	2002	new
3		Harcourt Math Teacher Vol. 2	1	2002	used

**NOTICE OF INSTRUCTIONAL MATERIALS DECLARED OLD OR OBSOLETE**

Emma Wilson Elementary			Date: 9/1/09		
# of Teachers' Editions	# of Pupil's Editions	Title	Grade Level	Copyright Date	Condition
4		Harcourt Math Teacher's Edition	K	2002	good
1		Mathland Reproducibles family letters	K	1995	good
3		Big Books	K		used
1		Assessment Guide	K		new
	1	Student Chapter Book	K		new
1		Planning and pacing guide	K		new
1		Teacher's Practice Workbook	K		new
1		Teacher's Challenge Workbook	K		new
	1	Student's Challenge Work Book	K		new
	1	Family Involvement Activities	K		new
1		Sample Master Planning & Pacing Guide	K		new
1		Mathland Guide Book	K		used
1		Mathland Manager Book	K		used
1		Mathland Bridges to Home English	K		used
1		Mathland Bridges to Home Spanish	K		used



Hooker Oak  
(School)

4.26.09

(Date)

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(Principal's Signature)

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**NOTICE OF INSTRUCTIONAL MATERIALS DECLARED OLD OR OBSOLETE**

Hood River OAK

(School)

6.25.09

(Date)

Number of Teacher's Editions	Number of Pupil's Editions	Title	Grade Level	Copyright Date	Condition
1	31 /	Harcourt Math	4	2002	
	16	Harcourt Math	10	2002	
2	28	Harcourt Math	5	2002	
2	60	Harcourt Math	3	2002	
1 set	35	Middle School Mathematics	7	2001	
		Scholastic Anthologies		1996	
	1	In the Spotlight	5		
	30	Voyagers	5		
	1	LT3 a Mystery	5		
	1	City Escape	5		
	1	Voices of Democracy	5		
	1	Worlds of Wonder	5		
	4	Information Finders	1		
		Hometowns			
	5	Lights Camera Action	2		
	5	Shapshots	2		
	5	Super Solvers	2		
	10	Hometowns	1		
	5	On the Job	3		
	4	Team Spirit	1		
	10	Big Plans	3		
	15	Funny Side	4		
	5	Studio Story	2		
	12	Community Quilt	3		

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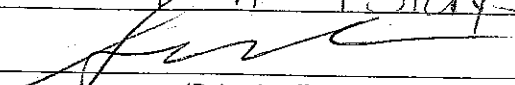
**NOTICE OF INSTRUCTIONAL MATERIALS DECLARED OLD OR OBSOLETE**

Harker Oak  
(School)

8-25-09

(Date)

Number of Teacher's Editions	Number of Pupil's Editions	Title	Grade Level	Copyright Date	Condition
3		Activity Video Water on earth			Good
60		" " "Boks of living things			Good
1		The FUNNY Side	4	1996	Good
	1	A Video Visit to more brown	K2	1996	
1		Discovery Teams	4	1996	Good
2	20	What an Idea	4	1996	Good
1		chapter by chapter	4	1996	Good
	2	Literacy Place	2	1996	Good
60		"Junior Great Book"	4	1987	Fair
	16	" " Volume 1 1 <sup>st</sup> semester	4	1987	Fair
	9	" " Volume 2 1 <sup>st</sup> semester	4	1987	Fair
	17	" " Volume 2 2 <sup>nd</sup> semester	4	1987	Good
	11	" " Volume 1 2 <sup>nd</sup> sem.	4	1987	Good
1	5	" " SERIES 2	3	1984	Fair
2	25	Junior Great Book	4-5	1984	Good
	45	TEENY TINY	1	1989	Fair
	17	The Doorbell Rang	1	1989	Good
	20	Powwow Tales	4-5	1989	Good
	3	Once Upon A Time C	1-2	1989	Fair
	17	Once Upon A Time A	1-2	1989	Fair
	5	" " B	1-2	1989	Fair
	6	Team Spirit	1-3	1990	Good
	100	Imagine That	4	1996	Good
	10	Super Solvers	2	1996	Good
	60	Light, Camera, Action	3	1996	Good
	11	Story Studio	4	1996	Good

  
(Principal's Signature)

**NOTICE OF INSTRUCTIONAL MATERIALS DECLARED OLD OR OBSOLETE**

(School)

(Date)

Number of Teacher's Editions	Number of Pupil's Editions	Title	Grade Level	Copyright Date	Condition
1	55	Junior Great Book	3	1996	Fair
		Empty Binders - 5	5		Fair
1		Mathland		1998	Fair
1	1	Algebra Readiness	10	2008	Good
1		Mathland	K	1998	Fair
1		Arithmetwist	2	1998	Fair
2		Mathland/skill/power	1	1998	Fair
2/1		Arithmetwist/power/skill	2	1998	Fair
1		Daily turn-ups	1	1998	Good
1		Mathland	1	1998	Fair
2	51	Harcourt Math	1	2002	Good
1		Mathland	5	1998	Fair
3	1	Harcourt Math/Binder	3	2002	
1		" " Chapter Resource Binder	2	2002	Fair
1		Resource Binder	3	2002	Good
1		Resource Binder	3	2002	Good
1		Daily Transparencies	4	2002	Fair
1		Teaching " " "	4	2002	Fair
1		P.E. & Music Binder		N/A	Fair
	1	The Phonics Game	K-8	1998	Good
	15	Animal World	5	1990	Good
2	70	Junior Great Books	4-5	1990	Good
	4	Hit Series	4	1996	Good
	4	Open for Business	3	1996	Good
	10	Big Plans	3	1996	Good
	8	Hometowns	1	1996	Good

(Principal's Signature)

**NOTICE OF INSTRUCTIONAL MATERIALS DECLARED OLD OR OBSOLETE**

Hooker Oak

(School)

8-24-09

(Date)

Number of Teacher's Editions	Number of Pupil's Editions	Title	Grade Level	Copyright Date	Condition
4	16	Changing Earth	5	1995	Good
	5	" " Activity log			
	9	California	4	99,2000	Good
	10	Ancient World	6	99,2000	Good
	14	On The Job	3	1996	Good
1	23	Nature Guides	4-5	1996	Good
	17	Hit Series	3-4	1996	Good
1	16	It Takes A Leader	4-6	1996	Good
	18	Time Detectives	3-5	1996	Good
	3	Voyagers	5	1996	Good
1	12	Problem Patrol	1	1996	Good
1	17	Hello	1	1996	Good
2	19	Communities	3	2000	Good
	7	Discovery Works/California	1	2000	Good
	47	Cloudy with a chance of rain	3	1989	Good
3	15	Living Things Grow & Change	3	1995	Good
	3	" " Activity log			
4	15	Exploring Space	5	1995	Good
	4	" " Activity log			
	15	Different Faces in Different Places	2	1995	Good
	10	Living things change over Time	2	1995	Good
4	16	Earth's Riches	6	1995	Good
	4	" " Activity log			
1		Silver Burdett Science	4	1985	Poor
1		Abelson Wesley Science	2	1984	Poor
		Fall into math & Science	k-1	1984	Poor

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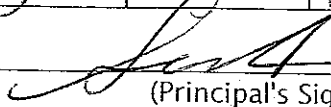
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**NOTICE OF INSTRUCTIONAL MATERIALS DECLARED OLD OR OBSOLETE**

Hooker Oak  
(School)

(Date)

Number of Teacher's Editions	Number of Pupil's Editions	Title	Grade Level	Copyright Date	Condition
	7	Snapshot	1	1996	Good
	5	America's Journal	5	1996	Good
1		People together in time & place	10	2000	Good
5		Literary Readers		1989	Poor
	20	Literary Resource Book	1-10	1989	Fair
	1	The Upstairs Room Video	6	n/a	Good
10		Harcourt Math	4	2002	Fair
	11	Spelling	4	1998	Fair
		Reflections HW & Practice	2	n/a	Good
	3	Daily Turnups 2	2	1995	Good
	9	Arithmetic	2	1995	Poor
8	19 <sup>pruned</sup>	Teaching (guide) California	8	2000	Good
2	20	Real Math	5	1987	Poor
11		Binders	4-6	n/a	Poor
	39	Math (Harcourt)	4	2002	Good
5	48	Math (Harcourt)	3	2002	Good
	boxed	Excel Math	4	n/a	Good
1		Daily Turnup	6	1995	Fair
1		Skill power	5	1995	Fair
		Real Math Practice	5-6	1987	Poor
1		Daily Turnups	5	1995	Good
		Daily Turnups	6	1995	Poor
1	5	" "	5	1995	Poor
2	4	Real Math	6	1985	Good
	14	Communities (a software)	3	2000	Good
3	3	Excel Math	3	n/a	Fair

  
(Principal's Signature)

**NOTICE OF INSTRUCTIONAL MATERIALS DECLARED OLD OR OBSOLETE**

Hooder Dale  
(School)

(Date)

Number of Teacher's Editions	Number of Pupil's Editions	Title	Grade Level	Copyright Date	Condition
	9	Lead a hand	10	1996	Good
	11	Information Finders	5	1996	Good
	7	Homework	6	1996	Good
	35	Worlds of Wonder	4	1996	Good
	25	Grammar Usage	1	1996	Good
1		my books to take home	K	1996	Fair
1		Spelling Practice	2	1996	Good
1		Word Building Tiles	K	2005	Good
1		Teachers Test Manual	3	1996	Good
	15	Spelling & Vocabulary	2	1998	Good
	6	Spelling & Vocabulary	1	1998	Good
	14	Voc & User Health	4-5	1981	Good
4	21	Harcourt Math	5	2002	Fair
	1	Harcourt Math	6	2002	Good
1	1	" " Resource Binder	4	2002	Good
1		" " Assessment Guide	6	2002	Good
3		" " Resource Binder	6	2002	Good/new
	2	Literary Reader	6	1989	Good
2		Success for English learners	2	2002	Good
2		H. Math Teacher Edition	2	2002	Good
1		Family Involvement Activities	2	2002	Good
1		Teachers Resource Book	2	2002	Good
1		Performance Assessment	2	2002	Good
1		Benchmark Assessment	2	2002	Good
1		Intervention Activities	2	2002	Good
		Planning & Pacing Guide	2	2002	Good

(Principal's Signature)

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

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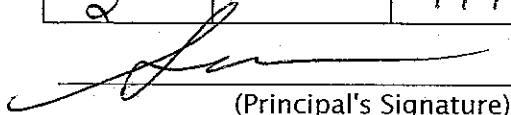
Hooker Dack

(School)

8-25-09

(Date)

Number of Teacher's Editions	Number of Pupil's Editions	Title	Grade Level	Copyright Date	Condition
	2	Star Gazers	3	1992	Good
2	13	A System in the Sky	3	1995	Good
	1	" " Activity Book			
4	15	Forces At Work	5	1995	Good
	4	" " Activity Book			
	14	Houghton Mifflin Literacy	2	1989	Good
	1	" " " Reader	3	1989	Good
	2	" " "	1	1989	Fair
	2	Beginning to Read A	K-1	1989	Fair
	8	Beginning to Read C	K-1	1989	Good
	3	Inside My Hat	1	1982	Fair
	3	Little Dragon's Hat	1	1982	Fair
	10	Houghton Mifflin Literacy	4	1989	Good
	110	California Readers	6	1991	Good
	15	Spelling	4	1998	Good
	2	Spelling	5	1998	Good
	1	Spelling	3	1998	Good
	1	Discovery Works <sup>Real Son</sup> <sub>Topic</sub>	5		Good
	1	" " Book on Tape	4		Good
1		Science Processor-Solar System & Beyond			New
1		" " The Nature of Matter			New
1		" " Plants			Good
		Focus on Earth Science 1-4 Video			Good
		Drug Education Making Friends Video			Good 1986
1		Activity Video - Nature of Matter			Good
2		" " " Weather & Climate			Good

  
(Principal's Signature)

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**NOTICE OF INSTRUCTIONAL MATERIALS DECLARED OLD OR OBSOLETE**

Hodder Oak

(School)

(Date)

Number of Teacher's Editions	Number of Pupil's Editions	Title	Grade Level	Copyright Date	Condition
	7 variety	D. Works Activity Videos	1-4	2000	Good
	6	California Purple	4	2000	Good
4	14	California Yellow	1	2000	Good
2		Track Pack Teaching Guide	5	1996	Good
		Literacy Place	1-3	1996	Good
	9	D. Works Red	2	1994	Good
	9	Interactive Science	2	N/A	Good
3		Earth Science Videos		N/A	Good
2		H. Math	1	2002	Good
3	3	D. Works Science	5	2000	Fair
3		H. Math	1	2000	Good
1	23	H. Math	10	2000	Good
		100% packaged math cards			
2	30	H. Math	2	2000	Good
1		Heart Power	1-3	1996	Good
		Healthy Choices	1-3	N/A	Good
1		Science	4	1983	Poor
		Boxed Math Sheets	3	N/A	Good
1		Junior Phonics	1-3	N/A	Good
11		Misc. Binders			
200		Misc Mathland/Arithmetic			Good
		7 Binders Hardcover			Good
3		Misc Binders Harcourt	2-3		Fair
3		Mathland	2-3	1993	Fair
1		Binders Spelling	1-6		Fair
	6	Citiescapes	5	1996	

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

Little Chico Creek

6/12/09

(School)

(Date)

Number of Teacher's Editions	Number of Pupil's Editions	Title	Grade Level	Copyright Date	Condition
2		Harcourt Math Resource Binder	3	2002	Good
1		Harcourt Math Resource Binder	4	2002	Good
2		Harcourt Math Teacher's Ed	3	2002	Poor
3		Harcourt Math Teacher's Ed	4	2002	Fair
2		Harcourt Math Resource Binder	2	2002	Good
1		Harcourt Math Chap Resource	2	2002	Good
3		Harcourt Math Assess Guide	2	2002	Good
2		Harcourt Math Intervention Strat	2	2002	Good
1		Harcourt Math Assessment Guide	3	2002	Good
4		Harcourt Math Teacher's Ed 1 & 2	2	2002	Good
1		Harcourt Math Resource Binder	6	2002	Excellent
1		Harcourt Math Daily Transparenc	1	2002	Good
4		Harcourt Math Teach. Ed	1	2002	Fair
	20	Harcourt Math Student Ed	3	2002	Poor
2		Harcourt Math Assessment Guide	1	2002	Good
2		Harcourt Math Teacher Edition	5		Poor
1		Harcourt Math Daily Transpar	2		Good
1		Harcourt Math Daily Transpar	1		Good
11	17	Houghton Mifflin Literary Readers	2	1989	Excellent
1	64	Houghton Mifflin Literary Readers	3	1989	Excellent
1	68	Houghton Mifflin Literary Readers	4	1989	Excellent
	18	Houghton Mifflin Literary Readers	4	1989	Excellent
	2	MacMillan People Together Soc St	2	2000	Good
	2	MacGrawHill A New Nation	5	2000	Poor

  
(Principal's Signature)

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## Little Chico Creek

6/12/09

(School)

(Date)

[illegible]

(Principal's Signature)

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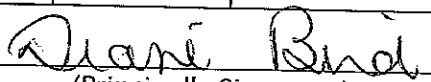
McManus

(School)

9-11-09

(Date)

Number of Teacher's Editions	Number of Pupil's Editions	Title	Grade Level	Copyright Date	Condition
2	91	Harcourt Math	6		Fair
24		Harcourt Math Support	6		Fair
7	92	Harcourt Math	5		Fair
20		Harcourt Math Support	5		Fair
7	67	Harcourt Math	4		Fair
20		Harcourt Math Support	4		Fair
7	55	Harcourt Math	3		Fair
12		Harcourt Math Support	3		Fair
7		Harcourt Math	2		Fair
13		Harcourt Math Support	2		Fair
6		Harcourt Math	1		Fair
25		Harcourt Math Support	1		Fair
	17	Scholastic Literacy	6		Fair
	39	Scholastic Literacy	5		Fair
	20	Scholastic Literacy	4		Fair
	42	Scholastic Literacy	2		Fair
	30	Scholastic Literacy	1		Fair
12		Schol. Literacy Teacher Support			Fair
	35	Harcourt Time Books			Fair
	55	Scholastic Reading	1		Fair
	101	Scholastic Reading	3		Fair

  
(Principal's Signature)

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**NOTICE OF INSTRUCTIONAL MATERIALS DECLARED OLD OR OBSOLETE**

Marigold

September 2009

(School)

(Date)

Number of Teacher's Editions	Number of Pupil's Editions	Title	Grade Level	Copyright Date	Condition
1 unit 7 1 unit 8	87	Harcourt Math	6	2002	Good
	12	Harcourt Math Student Workbooks	6	2002	Fair
	4	Scholastic Spelling Book	6	1996	Fair
	12	Houghton-Mifflin Literary Readers	4	1989	Good
1 Vol. 1 1 Vol. 2	85	Harcourt Math	5	2002	Fair
	36	Houton-Mifflin Literary Readers	3	1989	Fair
	32	Houton-Mifflin Literary Readers	2	1989	Fair
1 Vol. 2	78	Harcourt Math	4	2002	Fair
	4	Literacy Source Book	3	1996	Fair
2 Vol. 1 3 Vol. 2	93	Harcourt Math	3	2002	Fair
	14	Harcourt Math Student Workbooks	3	2002	Good
	1	Ginn Reading Glad to Meet You 2.1	2	1984	Good
	5	Ginn Reading Give Me a Clue 2.2	2	1984	Fair
2 Vol. 1 3 Vol. 2	15	Harcourt Math Workbooks Units 1-6	2	2002	Good
	1	Ginn Reading Birds Fly, Bears Don't	1		Fair
	4	America Will Be	5	1991	Fair
3 Vol. 1 2 Vol. 2	17	Harcourt Math Units 1-6	1	1991	Good
1 Vol. 1 2 Vol. 2	0	A New Nation	5	1999	Fair
1 Vol. 1 1 Vol. 2	29	California Adventures in Time & Place	4	2000	Fair
	1	Math Explorations	6	1998	Fair
	1	Math Explorations	5	1998	Fair
1		Adventures in Time and Place- People Together	2	2000	Fair
	8	Houton-Mifflin Book A	1	1989	Fair
	12	Houton-Mifflin Book B	1	1989	Fair
	8	Houton-Mifflin Book C	1	1989	Fair
	10	World of Music	2	1990	Fair

  
(Principal's Signature)

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(Principal's Signature)

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## NOTICE OF INSTRUCTIONAL MATERIALS DECLARED OLD OR OBSOLETE

8-20-09  
(Date)

  
(Principal's Signature)

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## NOTICE OF INSTRUCTIONAL MATERIALS DECLARED OLD OR OBSOLETE

8-20-09  
(Date)

M. Rees  
(Principal's Signature)

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CHICO UNIFIED SCHOOL DISTRICT  
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*Repository*

NOTICE OF INSTRUCTIONAL MATERIALS ~~NOTICE OF INSTRUCTIONAL MATERIALS~~

Neal Dow  
(School)

8-20-09  
(Date)

Number of Teacher's Editions	Number of Pupil's Editions	Title	Grade Level	Copyright Date	Condition
6 books		McGraw Hill Units 1-6 = 6 books	1st		great
1		Unit 1 Theme Big Book 'Where We Live'	1st		"
1		HM The ABC's in Rhyme Chant Song	1st		"
6		Harcourt Reflections units 1-6 = 6 book set "A Child's View"	1st		"
5		plus additional books # 1, 2, 3, 4, 6			
6		Harcourt Reflections units 1-6 = 6 book set "People We Know"	1st		"
1		Atlas Harcourt SS	1st		"
4		HM Theme 1-4 reading	1st		"
71		CD's Reflections	1st		"
7					

M. Rees  
(Principal's Signature)

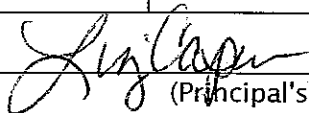
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Parkview Elementary School  
(School)

August 24, 2009  
(Date)

Number of Teacher's Editions	Number of Pupil's Editions	Title	Grade Level	Copyright Date	Condition
		All books listed below			
		are Hartcourt Math			
3		Teacher Editions	K	2002	Fair
5		Resource Materials	K	"	"
	4	CD's	K	"	Good
	12	Cassettes	K	"	"
	2	Challenge Workbooks	K	"	"
	2	Practice Workbooks	K	"	"
	2 sets	Math storybooks	K	"	"
6		Teacher Editions	1	2002	Fair
13		Resource Materials	1	"	"
	15	Unit Books	1		New
9		Teacher Editions	2	2002	Good
8		Resource Materials	2	"	"
	48	Pupil Books	2	"	Fair
	21	Practice Workbook	2	"	"
	1 set	Math readers	2	"	"
	84	Unit Books (1-6)	2	"	New
	21	Unit Books (1-6)	1	"	Fair
7		Teacher Editions	3	2002	Good
	80	Pupil Books	3	"	"




(Principal's Signature)

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Parkview Elementary School  
(School)

August 24, 2009  
(Date)

[illegible]

  
(Principal's Signature)

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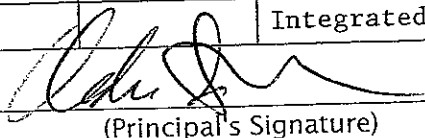
**NOTICE OF INSTRUCTIONAL MATERIALS DECLARED OLD OR OBSOLETE**

Rosedale Elementary  
(School)

8/10/09

(Date)

Number of Teacher's Editions	Number of Pupil's Editions	Title	Grade Level	Copyright Date	Condition
	41	HM Reading Practice Book	2.1		New
	43	HM Reading Practice Book	2.2		New
1		HM Reading Practice Book 1	2.1		New
1		HM Reading Practice Book 2	2.2		New
	36	HM Reading Practice Book	3.1		New
	52	HM Reading Practice Book	3.2		New
	29	HM Reading Practice Book	1.1		New
	29	HM Reading Practice Book	1.2		New
	30	HM Reading Practice Book	1.3		New
	30	HM Reading Practice Book	1.5		New
	11	HM Reading Practice Book	1.3		New
	11	HM Reading Practice Book	1.5		New
	22	HM Reading Practice Book	Kind		New
1		Theme Skills Test Blkln Masters 1	1		New
1		Reading Inst. Charts Annotated	2.1		New
1		Reading Inst. Charts Annotated	2.2		New
2		Theme Skills Test	2		New
1		Theme Skills Test Blkln Masters 3	3		New
2		Calif Summative Tests Rdg	2		New
1		Instruction Charts Rdg	1.1		New
1		Instruction Charts Rdg	1.2		New
1		Instruction Charts Rdg	1.3		New
1		Instruction Charts Rdg	1.4		New
1		Instruction Charts Rdg	1.5		New
1		Calif Summative Test Rdg	1		New
3		Integrated Theme Tests	2.1		New

  
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8/10/09

(Date)

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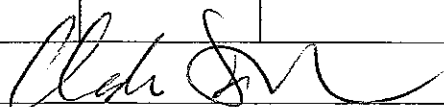
Rosedale

8/10/09

(School)

(Date)

Number of Teacher's Editions	Number of Pupil's Editions	Title	Grade Level	Copyright Date	Condition
5		Harcourt Math	1		Good
5	81	Harcourt Math	3	2002	Fair
2	29	Harcourt math	4	2002	Fair
6	51	Harcourt Math	5	2002	Fair
4	35	Harcourt Math	6	2002	Fair
	39	Harcourt Math	3	2002	Fair
	42	Harcourt Math	4	2002	Fair
	33	Harcourt Math	5	2002	Fair
3	25	Harcourt Math	6	2002	Fair
	11	Harcourt Math English	6	2002	Fair
	1	Harcourt Math Spanish	6	2002	Fair
1		Harcourt Math Spanish T-1	6	2002	Fair
3		Harcourt Math English	6	2002	Fair
2		Harcourt Math Spanish T-2	6	2002	Fair
3		Harcourt Math Vol 2 English	6	2002	Fair
	2	Harcourt Math English	4	2002	Fair
	1	Harcourt Math English	3	2002	Fair

  
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## NOTICE OF INSTRUCTIONAL MATERIALS DECLARED OLD OR OBSOLETE

Rosedale

(School)

8/10/09

(Date)

[illegible]

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## CHICO UNIFIED SCHOOL DISTRICT

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## NOTICE OF INSTRUCTIONAL MATERIALS DECLARED OLD OR OBSOLETE

Shasta

(School)

8-15-09

(Date)

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6.2.13

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CHICO UNIFIED SCHOOL DISTRICT  
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**Obsolete Materials**  
**Sierra View Elementary**

# of Teacher's Editions	# of Pupil's Editions	Title	Grade Level	Copyright Date	Condition
3		Harcourt-Brace Math Binder	K	2002	Fair
3		Harcourt-Brace Math Resource Kit	K		
5		Harcourt-Brace Math Binder	1		
4		Harcourt-Brace Math TE Vol. 1 & 2	1		
5		Harcourt-Brace Math Benchmark Assessment	1		
2		Harcourt-Brace Math Intervention Strategies	1		
2		Harcourt-Brace Math Resource Package	1		
5		Harcourt-Brace Math TE Vol. 1 & 2	2		
5		Harcourt-Brace Math Resource Package	2		
5		Harcourt-Brace Math Resource Binder	2		
4		Harcourt-Brace Math Resource Binder	3		
4		Harcourt-Brace Math TE Vol. 1 & 2	3		
4		Harcourt-Brace Math Resource Package	3		
	99	Harcourt-Brace Math	3		
3		Harcourt-Brace Math Resource Package	4		
4		Harcourt-Brace Math TE Vol. 1 & 2	4		
4		Harcourt-Brace Math Resource Binder	4		
	89	Harcourt-Brace Math	4		

6.2.13

Page 46 of 46

# of Teacher's Editions	# of Pupil's Editions	Title	Grade Level	Copyright Date	Condition
3		Harcourt-Brace Math Resource Package	5	2002	fair
3		Harcourt-Brace Math TE Vol. 1 & 2	5		
3		Harcourt-Brace Math Binder	5		
	94	Harcourt-Brace Math	5		
3		Harcourt-Brace Math Resource Package	6		
3		Harcourt-Brace Math Binder	6		
3	97	Harcourt-Brace Math TE Vol. 1 & 2	6		
	10	Silver Burdett Math	6	1991	poor
	4	Middle School Math	5	1999	fair
	1	Calif. Adventures	5	2000	good
	19	Worldbook Encyclopedia		1961	poor
	16	Worldbook Encyclopedia		1961	poor
	9	CA Yesterday & Today	4	2000	fair
	4	Oh, California	4	2000	
1	4	Real Math	2	1996	
	5	Scholastic Spelling	2	2001	
	3	Scott Foresman Sp.	2	1998	
	1	Real Math	5	1996	
	3	Mathematics Unlimited	3	1998	
	9	Literacy Place "What's New"	3	1996	
	12	Literacy Place "On the Job"	3		
	19	Literacy Place "Big Plans"	3		
4		Scholastic Spelling & Vocab.	3		
	6	Scott Foresman Spelling	3		

  
(Principal's Signature)

**PROPOSED AGENDA ITEM:**

Approval of CAHSEE Waivers for Students with Disabilities

Prepared by:  
Michael Morris

  X   Consent Board Date:   9-23-09  

       Information Only

       Discussion/Action

**Background Information**

Students with disabilities who take the California High School Exit Exam (CAHSEE) with modification (for example, using a calculator on the math test or having the English Language Arts test read aloud) receive an invalid score on the test. The school board may grant a waiver of the requirement to pass the CAHSEE under certain conditions.

A waiver is only required for students who:

- 1) Took one or both portions of the CAHSEE with a modifications AND
- 2) Attained the equivalent of a passing score (350 or more points) on the CAHSEE.

At the parent or guardian's request, a school principal shall submit a request for a waiver of the requirement to successfully pass the high school exit examination to the governing board of the school district.

**Educational Implications**

If a student takes one or both portions of the CAHSEE with modifications and receives a passing score (350 or higher), s/he is eligible for a waiver of the requirement to pass the California High School Exit Exam. All other graduation requirements must be met.

**Fiscal Implications**

None

**Recommendation**

It is recommended that the board approve the waivers for the students indicated on the lists included in the board packet.

PROPOSED AGENDA ITEM: Medi-Cal Administrative Activities (MAA) Claiming Agreement

Prepared by: David Scott



Consent



Information Only

Board Date: 09/23/09



Discussion/Action

#### Background Information

The Medi-Cal Administrative Activities program (also known as "MAA") allows school districts to bill for outreach and referral services related to Medi-Cal programs. Examples of the services performed by school staff include: Responding to a teacher's concerns about a student's health needs, referring parents and students to health care providers in the community, and discussing health-related services needed by a student at an Individualized Education Plan meeting (IEP). The MAA revenue is based on time surveys (one week in duration) completed by selected members of the District staff three times during the school year.

#### Education Implications

Children who receive needed health care services are more engaged and efficient students.

#### Fiscal Implications

With the approval of this agreement, the District will receive approximately \$400,000 of unrestricted revenue for the MAA services provided by District staff during the 2009-2010 school year. The schedule of reimbursement for MAA services is typically 12-18 months in arrears.

#### Additional Information

The Glenn County Office of Education (GCOE) is the Local Education Consortium (LEC) for the MAA program and provides services to school districts and county offices of education in the Northeastern region of California (nine counties). Districts participating in the MAA program must submit their claims to the LEC for review and approval prior to receiving reimbursement for allowable services and activities from the California Department of Health Services. The GCOE receives 6% of the quarterly paid invoices for providing LEC services to the District. The attached Medi-Cal Administrative Claiming Agreement is for the 2009-2010 school year. The presentation of the 2009-2010 MAA Claiming Agreement was delayed due to on-going discussions between the District and the GCOE regarding several provisions of the Agreement.

**STANDARD AMENDMENT TO  
MEDI-CAL ADMINISTRATIVE ACTIVITIES CLAIMING AGREEMENT**

**Glenn County Office of Education  
311 S. Villa Ave  
Willows, CA 95988**

This Standard Amendment to Medi-Cal Administrative Activities Claiming Agreement ("**Amendment**") dated July 1, 2007 ("**Effective Date**"), is entered into by and between Glenn County Office of Education ("**LEC**") and Chico Unified School District ("**LEA**"). In the event of any inconsistencies between the terms of this Amendment and the terms of the MAA Agreement (defined below), this Amendment shall govern and control.

**RECITALS**

- A. LEC has entered into an Agreement (Contract # 07-65570) with the California Department of Health Services ("**DHS**") for Administrative Services Related to Medi-Cal Administrative Activities, dated July 1, 2007, as amended ("**DHS Contract**"), pursuant to which LEC acts as the administrative agency with respect to Medi-Cal reimbursement matters on behalf of local education agencies.
- B. LEC and LEA have entered into that certain Medi-Cal Administrative Activities Claiming Agreement, dated July 1, 2007 ("**MAA Agreement**") pursuant to which LEC processes MAA Claims (as defined in the MAA Agreement) with the DHS on behalf of LEA.
- C. LEC and LEA now desire to extend the term of the MAA Agreement in accordance with the extension of, and subject to, the DHS Contract.

NOW, THEREFORE, in consideration of the foregoing Recitals, and the terms and conditions contained herein, the parties hereby agree as follows:

**OPERATIVE PROVISIONS**

- 1. Definitions. Unless otherwise defined herein, the terms of this Amendment shall have the same meanings ascribed to them as found in the MAA Agreement.
- 2. Term. The term of this Agreement shall commence on the Effective Date, and expire on June 30, 2010 ("**Term**").

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
4. Governing Law and Venue. This Amendment shall be governed by and construed in accordance with the laws of the State of California and venue shall be in Glenn County.
5. Attorneys Fees. In the event of any dispute arising out of this Amendment, the prevailing party in the dispute shall be entitled to recover costs of suit, including attorneys' fees.
6. Authorization. LEA affirms that this Amendment has been approved by the Governing Board of the LEA at its meeting of \_\_\_\_\_ and that the individual signing on behalf of the LEA below is authorized by the Governing Board to execute this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

LEC:

LEA:

Glenn County Office of Education

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Arturo Barrera

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

Title: Superintendent

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

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

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

**MEDI-CAL ADMINISTRATIVE ACTIVITIES CLAIMING AGREEMENT**

**Glenn County Office of Education**

**311 S. Villa Street**

**Willows, CA 95988**

This Medi-Cal Administrative Activities Claiming Agreement ("**Agreement**"), dated July 1, 2006 ("**Effective Date**"), is entered into by and between the **Chico Unified School District** (hereinafter referred to as "local educational agency" or "**LEA**"), having an address at 1163 E. 7<sup>th</sup> Street, Chico, CA. 95926 and **GLENN COUNTY OFFICE OF EDUCATION** (hereinafter referred to as "local educational consortium" or "**LEC**").

**RECITALS**

- A. LEC has entered into that certain Agreement with the California Department of Health Services ("**DHS**") for Administrative Services Related to Medi-Cal Administrative Activities, dated July 1, 2002, as amended by that certain Standard Agreement Amendment, dated June 29, 2005 (collectively, "**DHS Contract**").
- B. Pursuant to the DHS Contract, LEC has agreed to act as the administrative agency for matters on behalf of the local educational agencies claiming reimbursement of federal monies for Medi-Cal Administrative Activities ("**MAA**") services in accordance with Section 14132.47 of the California Welfare & Institutions Code ("**WI Code**").
- C. LEC and LEA desire to enter into an agreement delineating the respective obligations of the parties in connection with the submission of the Medi-Cal invoices to the DHS for reimbursement from the Federal government ("**MAA Claim**").

NOW, THEREFORE, in consideration of the foregoing Recitals, and the terms and conditions contained herein, the parties hereby agree as follows:

## OPERATIVE PROVISIONS

### 1. SCOPE OF WORK

A. Services Provided by LEC. LEC agrees to provide the following services to LEA:

- (1) Review Medi-Cal program guidelines to insure LEA's ability to participate in and receive reimbursement for MAA Claims.
- (2) Conduct one (1) training session per year for LEA staff regarding completion of time survey forms ("**Time Survey Training**").
- (3) Gather and review all Time Surveys to insure accuracy and completion in compliance with program requirements.
- (4) Conduct one (1) training session per year for LEA staff regarding to completion of MAA Claims ("**MAA Claims Training**").
- (5) Draft grid for operational plan.
- (6) Review Medi-Cal program operational plan to insure LEA compliance with program requirements.
- (7) Review MAA Claims prepared by LEA and submit the MAA Claims to DHS for reimbursement.
- (8) Prepare and deliver the initial audit file to LEA by the end of the first quarter.
- (9) In the event of any inconsistencies in the Time Surveys or MAA Claims, LEC will assist LEA in reconciling such documentation prior to submission of the MAA Claim to DHS.
- (10) Deliver to LEA the Medi-Cal percentage ("**Tape Match**") prepared from data submitted by LEA by no later than December 31st, and July 31st of the then current school year in which the Tape Match was prepared.
- (11) Upon receipt of the reimbursement for MAA Claims from DHS, deliver the reimbursement payment to LEA, less the compensation due LEC set forth in Section 3 below.

B. Actions to be Taken by LEA. LEA agrees to perform the following activities:



- (1) Identify and deliver to LEC the names of LEA participants and activities for which LEA will seek reimbursement through MAA Claims at least one week prior to the Time Survey Training.
- (2) Appoint a contact person to coordinate all LEA's MAA Claims activities with LEC.
- (3) Arrange for staff to attend Time Survey Training; oversee the timely completion of Time Surveys by staff.
- (4) Process Time Survey results for inclusion in MAA Claims prior to the Submittal Date for the MAA Claim.
- (5) Deliver to LEC the student eligibility criteria for the Medi-Cal reimbursement by no later than October 15th and March 15th of the then current school year, to enable LEC to prepare the Tape Match.
- (6) Arrange for staff to attend MAA Claims Training; oversee the timely completion of MAA Claims
- (7) Coordinate with LEC to review, maintain, and update audit files in compliance with program requirements and applicable law.
- (8) Prepare and deliver to LEC no more than one (1) MAA Claim in any quarter for reimbursement by DHS no later than the Submittal Date identified in Section 2 below.
- (9) In the event of any inconsistencies in the Time Surveys or MAA Claims, LEA shall assist LEC in reconciling such documentation, as needed.
- (10) Maintain records in support of program requirements and operational plan.
- (11) **The Chico Unified School District has contracted with the Butte County Office of Education to perform the services listed in items 1 through 10 in Section 1.B.**

## **2. TERM; SCHEDULE; RENEWAL**

- A. Term. The term of this Agreement shall commence upon the Effective Date, and expire on June 30, 2007 ("**Term**"). In no event shall the Term exceed the term of the DHS Contract.
- B. Renewal. This Agreement shall automatically renew for additional periods, subject to the renewal of the DHS Contract, unless either party

provides written notice of cancellation to the other party not less than thirty (30) days prior to the expiration of the then-current Term

- C. Delivery of Time Surveys. During the Term, LEA shall deliver to LEC at least one week prior to the next time survey period, as such date is determined by DHS, the completed Time Surveys for the prior quarter ("**Time Survey Submittal Date**").
- D. Delivery of MAA Claim. During the Term, (i) LEA shall deliver to LEC, on or before the date set forth in the third column below ("**MAA Claim Submittal Date**"), LEA's MAA Claim for the preceding quarter and (ii) LEC shall deliver to DHS for reimbursement, on a quarterly basis, LEA's MAA Claim for the preceding quarter, in accordance with the following schedule:

QUARTER	DATES	DATE CLAIM MUST BE SUBMITTED TO LEC	DATE CLAIM MUST BE SUBMITTED TO DHS
1 <sup>st</sup>	July 1, 2006 through September 30, 2006	December 1, 2007	December 31, 2007
2 <sup>nd</sup>	October 1, 2006 through December 31, 2006	March 1, 2008	March 31, 2008
3 <sup>rd</sup>	January 1, 2007 through March 31, 2007	June 1, 2008	June 30, 2008
4 <sup>th</sup>	April 1, 2007 through June 30, 2007	September 1, 2008	September 30, 2008

LEA acknowledges and agrees that failure of LEA to deliver any or all of its quarterly MAA Claims to LEC by the date set forth in the schedule above, may result in the LEA not receiving reimbursement from the DHS for the MAA Claim(s) not timely submitted. LEA shall hold LEC harmless in the event LEA fails to timely deliver any or all of LEA's MAA Claims to LEC.

### **3. COMPENSATION**

A. LEA shall pay to LEC, on a quarterly basis, the following amounts, which amounts shall be deducted by LEC from the reimbursement amount paid by DHS to LEA:

- (1) a DHS Participation Fee equal to two percent (2%) of the amount reimbursed by DHS pursuant to each MAA Claim approved by DHS; and
- (2) an Administrative Fee equal to four percent (4%) of the amount reimbursed by DHS pursuant to each MAA Claim approved by DHS.

### **4. CONFIDENTIALITY OF DATA**

The parties agree to comply with all applicable state and federal laws and regulations pertaining to the confidentiality of pupil and medical records (including, but not limited to, the Health Insurance Portability and Accountability Act (HIPPA), and the Family Educational Rights and Privacy Act (FERPA)).

### **5. DELIVERY OF DATA TO LEC**

LEA agrees that no later than the Time Survey Submittal Date or the MAA Claim Submittal Date identified in Section 2 above, LEA shall deliver to LEC the Time Surveys and MAA Claims containing, to the best knowledge of LEA, accurate and complete data. LEA shall hold LEC harmless from any delays in processing of failure of the LEA to obtain a reimbursement from DHS resulting from (i) LEA's failure to deliver the Time Surveys or MAA Claims to LEC by the respective Submittal Date, or (ii) LEA's submission of inaccurate or incomplete data to LEC.

### **6. LIMITATION OF LIABILITY**

LEA shall hold LEC harmless and LEC shall not be in default based on any delays or failure in performance or non-performance under this Agreement resulting from LEA's failure to timely provide accurate and complete information in compliance with program requirements on or before the appropriate Submittal Date, or for any other cause beyond the reasonable control of LEC. In the event LEC fails to timely deliver an MAA Claim to DHS, and LEA's MAA Claim is denied reimbursement on that basis, then LEC's liability to LEA shall be limited to the total amount of compensation that LEC would have received for the submission of that quarter's MAA Claim, pursuant to Section 2 of this Agreement. LEC shall not be liable for any indirect, consequential, or incidental damages arising out of DHS's failure to approve a MAA Claim.

### **7. HOLD HARMLESS AND MUTUAL INDEMNIFICATION**

LEC and LEA shall each defend, indemnify, and hold the other party, its officials, officers, employees, consultants, subcontractors, volunteers, and agents free and

harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, to the extent arising out of or incident to any negligent acts, omissions, or willful misconduct of the indemnifying party or its officials, officers, employees, consultants, subcontractors, volunteers, and agents arising out of or in connection with the performance of this Agreement, including without limitation, the payment of consequential damages and attorneys fees and other related costs and expenses.

8. NOTICES

All notices, authorizations, and requests made in connection with this Agreement shall be deemed given (i) five (5) days after being deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (ii) one (1) day after being sent by overnight courier, charges prepaid; and addressed as set forth below or to such other address as either party may designate upon thirty (30) days' written notice to the other party.

LEC: Glenn County Office of Education  
311 S. Villa Avenue  
Willows, CA 95988  
Attn: Eileen Dolan, Region 2 LEC Coordinator  
Telephone: 530-934-6575

LEA: Name: Chico Unified School District  
Address: 1163 E. 7<sup>th</sup> Street  
Chico, CA. 95928  
Attn: Scott Jones, Director of Fiscal Services  
Telephone: (530) 891-3000

9. MISCELLANEOUS

- A. Entire Agreement. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.
- B. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the respective parties hereto. Each party agrees that there are no third party beneficiaries to this Agreement except to the extent provided herein.
- C. Assignment. LEC may, upon thirty (30) days' prior written notice to LEA, assign this Agreement to any successor agency to the DHS Contract.

LEA may not assign, transfer, or convey this Agreement, in whole or in part, without the prior written consent of LEC, except in the event of a change in ownership of LEA.

- D. Severability. In the event that any term or provision of this Agreement is held to be illegal, invalid or unenforceable under the laws, regulations or ordinances of the Federal, state or local government (including Medicare/Medicaid regulations), such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain in full force and effect.
- E. Governing Law and Venue. This Agreement shall be governed by the laws of the State of California and venue shall be in the County of Sacramento.
- F. Descriptive Headings. The descriptive headings in this Agreement are for convenience and reference only and in no way affect or alter the intent or effect of this Agreement.
- G. Modifications. This Agreement may be amended or modified only by an agreement in writing signed by the both parties' duly authorized representatives.

#### 10. LEA GOVERNING BOARD AUTHORIZATION

LEA affirms that this Agreement has been approved by the Governing Board of the LEA at its meeting of and that the individual signing on behalf of the LEA below is authorized by the Governing Board to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have this Agreement as of the dates set forth below.

LEC:

GLENN COUNTY OFFICE OF  
EDUCATION

By: Arturo Barrera

Name: Arturo Barrera

Title: Superintendent

Date: 7-11-07

LEA:

CHICO UNIFIED SCHOOL DISTRICT

By: Scott Jones

Name: Scott Jones

Title: Director of Fiscal Services

Date: July 18<sup>th</sup>, 2007

**PROPOSED AGENDA ITEM:** Warrant Authorization

**Prepared by:** Scott Jones, Director-Fiscal Services

☒ Consent

Board Date September 23, 2009

☐ Information Only

☐ Discussion/Action

**Background Information**

Warrants in the amount of \$3,499,168.68 for the period of August 11, 2009 through September 16, 2009 have been reviewed and are ready for Board approval.

**Education Implications**

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

**Fiscal Implications**

The issuing of warrants affects both the Unrestricted and Restricted budgets in the General Fund as well as all other funds of the district and supported by the district's approved budget.

**Additional Information**

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

6.3.1  
Page 2 of 2

September 23, 2009  
Accounts Payable Warrants

FUND #:	FUND DESCRIPTION:	WARRANT #'S:	AMOUNT
01	General Fund	363647-363794	\$690,898.73
01	General Fund	363851-363937	\$242,045.73
01	General Fund	363953-363964	\$10,665.02
01	General Fund	363986-364176	\$621,055.38
13	Nutrition Services	363795-363797	\$29,617.50
13	Nutrition Services	363805-363821	\$89,360.48
13	Nutrition Services	363938	\$4,611.44
13	Nutrition Services	363965-363985	\$47,932.87
13	Nutrition Services	364177	\$229.03
14	Deferred Maintenance	363798	\$133.76
14	Deferred Maintenance	363939-363940	\$23,472.80
14	Deferred Maintenance	364178-364179	\$72,680.03
24	Bldg Fund Measure A	363799-363801	\$11,467.25
24	Bldg Fund Measure A	363941-363948	\$744,692.84
24	Bldg Fund Measure A	364180-364183	\$743,358.01
25	Capital Facilities FD - State CAP	363802-363803	\$7,237.50
25	Capital Facilities FD - State CAP	364184-364186	\$31,443.58
35	County School Facilities Fund	363804	\$338.32
35	County School Facilities Fund	363949-363952	\$124,872.47
35	County School Facilities Fund	364187-364188	\$3,055.94
42	Special Reserve RDA City Pass Through		
68	Self- Insurance		

**TOTAL WARRANTS TO BE APPROVED:**

**\$3,499,168.68**

CC Jan Combes, Assistant Superintendent, Business Services

CC Scott Jones, Director of Fiscal Services

PROPOSED AGENDA ITEM: Declaration of Surplus Property

Prepared by: Scott Jones - Director, Fiscal Service

☒ Consent

Board Date 9/23/09

☐ Information Only

☐ Discussion/Action

**Background Information:**

In accordance with the California Ed Code, Chico Unified School District's property may be disposed of by any of the following methods:

1. The Superintendent may advertise for bids and either sell the property to the highest responsible bidder or reject all bids. Timely notice for bids shall be posted or published. The Superintendent or designee may sell property for which no qualified bid has been received, without further advertising.
2. The Superintendent may authorize the sale of the property by public auction.
3. Without advertisement for bids, the County Superintendent may sell or lease the property to government agencies, other school districts, or to any agency eligible under the federal surplus property law. In such cases, the sale price shall be equal to the value of the property plus estimated cost of purchasing, storing, and handling. Excess equipment with a value of less than one hundred dollars may be sold directly to an agency without advertising with the approval of the Assistant Superintendent of Business Services or designee.
4. If the Superintendent or Designee agrees that the property is worth no more than \$2,500, the Superintendent may designate any employee to sell the property without advertising.
5. If the Superintendent or Designee finds that the value of the property is insufficient to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the Superintendent or may be disposed of by dumping. If any equipment contains universal waste, it will be disposed of in a legal manner.

**Educational Implications:** NONE

**Fiscal Implications:** NONE

**D.O. Recommendation:** Recommended for approval



## Useable Surplus Property 9/23/09

BO#	Description	Cond.	Transfer /Sold	Rec'd From	Value	Universal Waste
6312	MINOLTA EP 5320 COPIER	2	WHSE	PARKVIEW	10	Y
6316	LG WOOD CREDENZA W/ CUPBOARDS	1	WHSE	DIST OFC	50	N
6316	LG WOOD WALL UNIT W/ CUPBOARDS	1	WHSE	DIST OFC	50	N
6316	2 SHELF BOOKCASE	1	WHSE	DIST OFC	5	N
6318	4 DRAWER MULTI-COLOR FILE CABINET	1	WHSE	DIST OFC	10	N
6319	PANASONIC PRINTER	2	WHSE	PVHS	20	Y
6320	TABLE 3 x 6	1	WHSE	LOMA VISTA	10	N
6329	DESK CHAIR WITH ARMS	1	WHSE	DISTRICT OFC	50	N
6329	DESK CHAIR -NO ARMS	1	WHSE	DISTRICT OFC	50	N
6330	FILE CABINET, 4 DRAWER	1	WHSE	DISTRICT OFC	30	N
6333	DESK CHAIR WITH ARMS	1	WHSE	DISTRICT OFC	50	N
6333	DESK CHAIR -NO ARMS	1	WHSE	DISTRICT OFC	50	N
6335	ELECTRIC TWO HOLE PUNCH	1	WHSE	DISTRICT OFC	10	Y
6344	VIDEO CAMERA W/ CHARGER	1	WHSE	LOMA VISTA	30	Y
6351	KWIK FILE DESKTOP SYSTEM	1	WHSE	DIST OFC	10	N
6357	METAL TABLE, SQUARE	1	WHSE	DIST OFC	10	N
6350	METAL DESK W/FAKE LT WOOD TOP	1	WHSE	NEAL DOW	20	N
6350	BOOKSHELF, METAL	1	WHSE	NEAL DOW	2	N
6350	METAL DESK W/FAKE DK WOOD TOP	2	WHSE	NEAL DOW	20	N
6350	OVERHEAD PROJECTOR	2	WHSE	NEAL DOW	5	Y
6350	BOOKCASE, 2 SHELF LT BROWN WOOD	2	WHSE	NEAL DOW	5	N
6350	BOOKCASE, 1 SHELF LT BROWN WOOD	2	WHSE	NEAL DOW	5	N
6350	2 ROLLING BOOKSHELVES	2	WHSE	NEAL DOW	10	N
6350	METAL FILE CABINET, LEGAL SIZE	2	WHSE	NEAL DOW	20	N
6350	ROLLING CART, 6' LONG	2	WHSE	NEAL DOW	10	N
6361	COMPUTER STAND	1	WHSE	OAKDALE	10	N

## Condition:

1. Useable but no longer needed
2. Needs Minor Repair
3. Unrepairable

## Unrepairable Surplus Property 9/23/09

BO#	Description	Cond.	Transfer /Sold	Rec'd From	Value	Universal Waste
6313	IBM TYPEWRITER-WHEELWRITER #5	3	WHSE	CHS	10	Y
6332	LAMINATOR	3	WHSE	HOOKE OAK	N/A	Y
6328	SHREDDER	3	WHSE	TRANSP.	N/A	Y

Condition:

1. Useable but no longer needed
2. Needs Minor Repair
3. Unrepairable

**Surplus Property 9/23/09 to Computers for Classrooms for  
refurbishing to current technology standards and reallocating  
back to schools**

BO#	Description	Cond.	Rec'd From
6308	DELL POWERPOINT 1300	3	SHASTA
6309	12 GATEWAY MONITORS	1	PVHS
6309	24 GATEWAY E3200's	1	PVHS
6309	12 EV700 MONITORS	1	PVHS
6309	12 GATEWAY E3200 CPU'S	1	PVHS
6311	3 VIEWSONIC MONITORS	1	NEAL DOW
6311	3 GATEWAY MONITORS	3	NEAL DOW
6314	GATEWAY MONITOR	1	PVHS
6314	6 COMPAQ DESKPRO's	1	PVHS
6314	CTX MONITOR	1	PVHS
6314	4 GATEWAY EV700's	1	PVHS
6314	HP LASER JET III PRINTER	1	PVHS
6315	7 DELL GX240's	3	CITRUS
6315	4 COMPAQ EV's	3	CITRUS
6315	HP VECTRA	3	CITRUS
6321	GATEWAY TOWER	1	D.O.
6322	COMPAQ TOWER	1	D.O.
6323	BELKIN OMNI CUBE 4-PORT	1	D.O.
6324	GATEWAY KEYBOARD	1	D.O.
6325	62 CFC MONITORS	3	PARKVIEW
6336	PANASONIC COLOR TV	3	FVHS
6336	VCR	3	FVHS
6336	GATEWAY COMPUTER	3	FVHS
6336	SONY TV	3	FVHS
6336	INFOCUS LP225	3	FVHS
6337	9 COMPUTER MONITORS	3	NEAL DOW
6337	9 COMPUTERS	3	NEAL DOW
6338	COMPAQ MONITOR	1	MARIGOLD
6340	HP DL380 SERVER	3	DISTRICT OFC
6342	2 NEC MULTISYNC MONITORS	2	ROSEDALE
6342	IBM MONITOR	2	ROSEDALE
6342	2 LANTEK COMPUTERS	2	ROSEDALE
6342	DELL OPTIPLEX	2	ROSEDALE
6342	DELL PRINTER	2	ROSEDALE
6342	EPSON STYLUS PRINTER	2	ROSEDALE
6363	4 CFC COMPUTERS	1	AFC
6363	HP PRINTER	1	AFC
6345	2 NETWORK SWITCHES	3	MARIGOLD

Condition:

1. Useable but no longer needed
2. Needs Minor Repair
3. Unreparable

**Surplus Property 9/23/09 to Computers for Classrooms for  
refurbishing to current technology standards and reallocating  
back to schools**

BO#	Description	Cond.	Rec'd From
6346	31 CFC CRT MONITORS	2	HOOKE OAK
6346	32 CFC PC'S	2	HOOKE OAK
6347	4 COMPAQ DESKPRO'S	3	ROSEDALE
6347	BENQ SEAMLESS LINK COMPUTER	3	ROSEDALE
6347	3 LANTEK CREATIVE COMPUTERS	3	ROSEDALE
6347	3 DELL OPTIPLEX COMPUTERS	3	ROSEDALE
6347	5 ASST. MONITORS.	3	ROSEDALE
6348	DELL P III COMPUTER	3	CHAPMAN
6348	GATEWAY III COMPUTER	3	CHAPMAN
6348	2 GATEWAY MONITORS	3	CHAPMAN
6348	COMPAQ DESK PRO	3	CHAPMAN
6348	DELL LAPTOP	3	CHAPMAN
6347	COMPACT MONITOR	3	CHAPMAN
6349	IBM LAPTOP	3	LOMA VISTA
6349	MAC LAPTOP	3	LOMA VISTA
6349	PC	3	LOMA VISTA
6352	12 CFC COMPUTERS	3	CITRUS
6353	24 CFC COMPUTERS	3	PARKVIEW
6354	6 COMPAQ DESKPRO EN'S	3	ROSEDALE
6354	10 ASST. MONITORS	3	CITRUS
6354	COMPAQ COMPUTER	3	CITRUS
6354	TOSHIBA COMPUTER	3	CITRUS
6355	7 OVERHEAD PROJECTORS	3	EMMA WILSON
6355	2 DVD PLAYERS	3	EMMA WILSON
6355	13 ASST. MONITORS	3	EMMA WILSON
6355	DIGITAL PROJECTOR	3	EMMA WILSON
6355	2 DELL OPTIPLEX COMPUTERS	3	EMMA WILSON
6355	23 COMPAQ DESK PRO'S	3	EMMA WILSON
6355	3 COMPAQ MONITORS	3	EMMA WILSON
6355	MULTISYNC PROJECTOR	3	EMMA WILSON
6355	2 HP DESKJET PRINTERS	3	EMMA WILSON
6355	2 GATEWAY MONITORS	3	EMMA WILSON
6355	6 DELL OPTIPLEX COMPUTERS	3	EMMA WILSON
6355	3 COMPAQ EVO COMPUTERS	3	EMMA WILSON
6355	GATEWAY EV200	3	EMMA WILSON
6355	APPLE MONITOR	3	EMMA WILSON
6355	OLD PROJECTOR	3	EMMA WILSON
6355	15GATEWAY COMPUTERS	3	EMMA WILSON

## Condition:

1. Useable but no longer needed
2. Needs Minor Repair
3. Unrepairable

**Surplus Property 9/23/09 to Computers for Classrooms for  
refurbishing to current technology standards and reallocating  
back to schools**

BO#	Description	Cond.	Rec'd From
6355	COMPUTERS PLUS CPU	3	EMMA WILSON
6355	DELL 933 M	3	EMMA WILSON
6355	HITACHI VCR	3	EMMA WILSON
6355	4 HP LASERJET PRINTERS	3	EMMA WILSON
6355	DELL DIMENSION COMPUTER	3	EMMA WILSON
6356	6 MONITORS	1	ROSEDALE
6356	6 MODEMS	1	ROSEDALE
6356	COMPUTER	1	ROSEDALE
6358	2 DELL LAPTOPS	2	LOMA VISTA
6358	TOSHIBA LAPTOP	2	LOMA VISTA
6359	12 CFC COMPUTERS	3	MCMANUS
6360	35 CFC COMPUTERS	3	MJHS
6362	HP LASERJET PRINTER	3	OAKDALE

Condition:

1. Useable but no longer needed
2. Needs Minor Repair
3. Unrepairable

PROPOSED AGENDA ITEM: Enrollment Update

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Prepared by: Jan Combes, Assistant Superintendent, Business Services

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☒ Consent

Board Date Sept. 23, 2009

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☒ Information

☐ Discussion/Action

**Background Information**

The district anticipated that student enrollment for 2009-10 in regular education classes would be 12,145 students, a decline of 106 students as compared with October, 2008 enrollment.

The school year started on August 12, 2009 and student enrollments are falling short of targeted numbers at most of the schools in the District.

**Reports Attached**

Normally we provide the Board with an ADA update and an enrollment update. The first school month ended on September 4, representing 18 days of school. We do not have attendance calculated for that period yet as sites are still making sure that the data is accurate. We are able to provide the Board with two reports, enclosed.

One page compares enrollment by school site on September 11, as compared with projection. We are 250 students below projection at K-6 and 38 students below projection at 7-12.

The other page compares student enrollment to the same day of the school year a year earlier. Obviously this number fluctuates greatly since enrollment changes daily in a school district of our size, and the enrollment number is has a variance factor that is partially attributed to students moving between schools at this time of year. At the end of the first school month (September 4) we had 510 fewer students than the same day a year ago. On the Friday after Labor Day weekend (September 11) we had 487 fewer students, overall, than a year earlier.

An analysis presented in September indicated that enrollment is lower than expected primarily due to two factors: 1) movement out of district/county/state/country and, 2) enrollment in other schools in our area (including private and/or charter schools).

**No Action/ Discussion only**

CHICO UNIFIED SCHOOL DISTRICT  
Central Attendance Office  
2009-10 School Year

6.3.3  
Page 2 of 3

Total Enrollment for All Schools by Grade

9/11/2009

ELEMENTARY K-8	K	1	2	3	4	5	6	Sub Total Regular	H/H	IS	LV	SDC	Sub Total Other Prog	Grand Total	Proj	+/-
Chapman	A 47 P	38	35	53	44	52	42	311	1		1 19	17	38	349	375	-26
Citrus	A 29 P 33	42	58	73	52	57	60	404	1			15	16	420	455	-35
Emma Wilson	A 93 P	90	104	110	98	93	93	681			9		9	690	758	-68
Hooker Oak K-6	A 56 P	53	58	55	52	43	53	370			8	16	24	394	419	-25
John McManus	A 60 P 29	93	78	102	88	96	86	632	0			13	13	645	655	-10
Little Chico Creek	A 69 P	81	84	70	90	78	94	566				10	10	576	574	2
Marigold	A 28 P 40	71	58	65	87	93	98	540			0 11	12	23	563	566	-3
Neal Dow	A 56 P	52	70	69	67	60	59	433				17	17	450	443	7
Parkview	A 27 P	28	27	45	36	24	29	216				9	9	225	238	-13
Rosedale	A 84 P	86	76	64	72	69	55	506					0	506	564	-58
Shasta	A 55 P 30	90	72	88	84	94	92	605			12		12	617	637	-20
Sierra View	A 55 P 30	112	70	69	72	80	87	575			22		22	597	597	0
Oakdale **	2	2	2		1	1		8					0	8	10	-2
Loma Vista		1	3	0	0	2	3	9	2				11	11	10	1
<b>Total K-6</b>	823	839	795	863	843	842	851	Tot Reg 5856	4	0	82	109	204	6051	6301	-250

SECONDARY	6	7	8	9	10	11	12							Gr Total		
Hooker Oak 7-8		9	15					24					0	24	35	-11
Bidwell Junior High		319	342					661	1		1 8	19	29	690	739	-49
Chico Junior High		285	291					576	1			20	21	597	594	3
Marsh Junior High		274	268					542	1		16	18	35	577	576	1
Chico Senior High				495	432	463	384	1774	4	44	0 8 13	65	134	1908	1893	15
Pleasant Valley Senior High				534	518	474	367	1893	7	24	2 24 20	44	121	2014	2010	4
Fair View Continuation High				14	46	71	126	257	4				4	261	260	1
Academy for Change		8	17	4	19	11	21	80	1				1	81	90	-9
Oakdale**		2	2	6	21	36	58	125					0	125	115	10
Loma Vista		0	1	2	0	0	6		1				10	10	13	-3
<b>TOTAL 7-12 and Alternative</b>	0	897	936	1055	1036	1055	962	5932	20	68	92	166	346	6287	6325	-38

\*\* Estimates until student comes to meeting.

<b>District Total K-12</b>	<b>12338</b>	<b>12626</b>	<b>-288</b>
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## School Site Enrollment Days 1-10, End of Month 1 (18 days) and Sept 11

School	1st Day	2nd Day	3rd Day	4th Day	5th Day	6th Day	7th Day	8th Day	9th Day	10th Day	1st Mon	9/11/2009
Chapman	321	328	331	336	337	338	338	341	342	345	351	349
Citrus	391	401	409	412	413	413	415	415	415	415	419	420
Emma Wilson	710	685	685	692	694	697	694	697	697	697	693	690
Hooker Oak K-6	400	408	402	405	405	404	399	401	397	397	396	394
John McManus	642	645	648	644	643	643	643	643	640	640	640	645
Little Chico Crk	573	576	578	579	581	581	583	583	581	582	574	576
Marigold	554	564	564	564	565	564	566	567	566	565	563	563
Neal Do	433	437	437	440	440	440	441	442	443	446	446	450
Parkview	217	218	219	220	222	224	225	225	225	226	225	225
Rosedale	523	523	508	508	510	509	508	508	508	509	508	506
Shasta	617	621	622	624	622	623	621	623	623	624	618	617
Sierra View	593	597	597	601	601	601	601	601	601	601	598	597
Oakdale	8	8	8	8	8	7	7	8	7	8	8	8
Loma Vista K-6	12	12	12	12	12	15	15	15	14	14	11	11
<b>K-6 Total</b>	<b>5994</b>	<b>6023</b>	<b>6020</b>	<b>6045</b>	<b>6053</b>	<b>6059</b>	<b>6056</b>	<b>6069</b>	<b>6059</b>	<b>6069</b>	<b>6050</b>	<b>6051</b>
08-09 Total K-6	6129	6203	6212	6233	6247	6257	6269	6267	6283	6286	6289	6287
K-6 Difference	-135	-180	-192	-188	-194	-198	-213	-198	-224	-217	-239	-236
Hooker Oak 7-8	24	24	24	24	24	24	24	24	24	24	24	24
BJHS	671	677	679	683	682	683	685	685	686	689	688	690
CJHS	589	590	592	596	597	596	596	596	596	596	600	597
MJHS	577	576	576	581	581	581	581	581	581	583	576	577
CSHS	1972	1972	1907	1907	1917	1917	1917	1917	1914	1918	1889	1908
PVSHS	1973	1973	1973	1973	2015	2015	2015	2011	2011	2016	2013	2014
Fair View	226	226	226	226	250	250	250	250	256	256	261	261
AFC	63	66	68	68	72	73	74	73	74	78	89	81
Ind St 7-12	110	110	110	110	110	108	108	108	116	117	125	125
Loma Vista 7-12	10	10	10	10	10	11	11	11	10	11	9	10
<b>7-12 Total</b>	<b>6215</b>	<b>6224</b>	<b>6165</b>	<b>6178</b>	<b>6258</b>	<b>6258</b>	<b>6261</b>	<b>6256</b>	<b>6268</b>	<b>6288</b>	<b>6274</b>	<b>6287</b>
08-09 Totals	6313	6354	6407	6443	6455	6480	6486	6490	6493	6504	6545	6538
7-12 Difference	-98	-130	-242	-265	-197	-222	-225	-234	-225	-216	-271	-251
<b>09-10</b>												
<b>K-12 Total</b>	<b>12209</b>	<b>12247</b>	<b>12185</b>	<b>12223</b>	<b>12311</b>	<b>12317</b>	<b>12317</b>	<b>12325</b>	<b>12327</b>	<b>12357</b>	<b>12324</b>	<b>12338</b>
08-09 Totals	12442	12557	12619	12676	12702	12737	12755	12757	12776	12790	12834	12825
K-12 Difference	-233	-310	-434	-453	-391	-420	-438	-432	-449	-433	-510	-487



CHICO UNIFIED SCHOOL DISTRICT  
1163 EAST SEVENTH STREET  
CHICO, CALIFORNIA 95928  
September 23, 2009

6.4.1  
Page 1 of 1

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

Name/Employee #	Assignment	Effective	Comment
<b><u>Administrative Appointment(s)/Change in Assignment(s) 2009/10</u></b>			
Kassel, Jeaner	1.0 FTE Assistant Principal-Loma Vista	September 28, 2009	Increase from .5 FTE to 1.0 FTE
<b><u>Temporary Appointment(s) 2009/10 According to Board Policy</u></b>			
Carter, Tammara	Secondary	2009/10 (effective 9/21/09)	0.4 FTE Temporary Appointment (in addition to current .6 FTE assignment)
Christensen, Joyce	Elementary	2009/10 (effective 9/11/09)	0.2 FTE Temporary Appointment
Lampkin, Roseann	Psychologist	2009/10	0.15 FTE Temporary Appointment (in addition to current .6 FTE assignment)
Moll, Andrew	Secondary	2009/10 (effective 9/9/09)	0.4 FTE Temporary Appointment
Sasaki, Joshua	Secondary	2009/10 (effective 9/15/09)	0.6 FTE Temporary Appointment (in addition to current .4 FTE assignment)
Simmons, Abraham	Secondary	2009/10 (effective 9/21/09)	0.6 FTE Temporary Appointment
Stager, Linda	Psychologist	2009/10	0.15 FTE Temporary Appointment (in addition to current .65 FTE assignment)
Telegan, Jessica	Elementary	2009/10 (effective 9/14/09)	0.2 FTE Temporary Appointment
Van Buskirk, Kim	Elementary ISP	2009/10 (effective 9/14/09)	0.4 FTE Temporary Appointment (in addition to current .6 FTE assignment)
Waddell, Amy	Secondary	2009/10 (.2 FTE effective 9/11/09) (.2 FTE effective 9/21/09)	0.4 FTE Temporary Appointment (in addition to current .2 FTE assignment)
<b><u>Probationary Appointment(s) 2008/09 According to Board Policy</u></b>			
Neves-Dean, Michelle	Nurse	August 21, 2009	0.4 FTE Probationary Appointment
<b><u>Part-Time Leave Request(s) 2009/10</u></b>			
Cook, Lori	Elementary ISP	2009/10 (effective 9/14/09-5/27/10)	0.4 FTE Child Care Leave
Southam, Kirsten	Elementary	2009/10 (effective 9/07/09-5/27/10)	0.2 FTE Personal Leave
<b><u>Retirement(s)/Resignation(s)</u></b>			
Lim, Mary Lou	Secondary	July 29, 2009	Retirement
Schoenthaler, Mary	Elementary	August 28, 2009	Resignation
<b><u>Rescission of Part-Time Leave Requests</u></b>			
Baldwin, Judy	Elementary	2009/10	0.3 FTE Leave (Policy #4475 STRS Reduced Workload)

**CHICO UNIFIED SCHOOL DISTRICT**  
**1163 E. 7<sup>th</sup> STREET**  
**CHICO, CA 95928-5999**

6.4.2  
Page 1 of 3

DATE: September 23, 2009

MEMORANDUM TO: Board of Education

FROM: Kelly Staley, Superintendent

SUBJECT: Classified Human Resources Actions

<u>ACTION</u>	<u>NAME</u>	<u>CLASS/LOCATION/ ASSIGNED HOURS</u>	<u>EFFECTIVE</u>	<u>COMMENTS/PRF #/ FUND/RESOURCE</u>
APPOINTMENT	ABARCA-SANCHEZ, ANAI	IA-BILINGUAL/ MJHS/2.0	8/25/2009	VACATED POSITION/303/ CATEGORICAL/7250
APPOINTMENT	ABREGO, NORMA	TARGETED CASE MGR- BILINGUAL/ROSEDALE/4.0	8/26/2009	NEW POSITION/28/ CATEGORICAL/4124
APPOINTMENT	BABER, DARCY	PARENT CLASSROOM AIDE- RESTR/MARIGOLD/2.0	9/1/2009	VACATED POSITION/22/ CATEGORICAL/7250
APPOINTMENT	BIRD, ROBERT	CUSTODIAN/ M & O/8.0	8/10/2009	VACATED POSITION/428/ GENERAL/0000
APPOINTMENT	DAUGHERTY, PAULINE	TARGETED CASE MGR- BILINGUAL/MJHS/4.0	8/25/2009	VACATED POSITION/393/ CATEGORICAL/3205
APPOINTMENT	FLINT, PATRICIA	LT SR OFFICE ASSISTANT/ PVHS/8.0	9/8/2009 - 1/29/2010	DURING ABSENCE OF INCUMBENT/15/ GENERAL/0000
APPOINTMENT	FLOYD, HEATHER	IA-SPECIAL ED/ PVHS/3.1	8/24/2009	NEW POSITION/18/ SPECIAL ED/6500
APPOINTMENT	HAYES, ANN	LT IA-SPECIAL ED/ BJHS/1.0	9/16/2009 - 12/17/2009	NEW LT POSITION/56/ CATEGORICAL/3313
APPOINTMENT	HERBERT, MICHELLE	PARENT CLASSROOM AIDE- RESTR/NEAL DOW/3.0	9/15/2009	NEW POSITION/24/ CATEGORICAL/3010
APPOINTMENT	RUIZ, JULIE	INSTRUCTIONAL ASST/ HOOKER OAK/2.2	8/24/2009	NEW POSITION/30/ CATEGORICAL/7250
APPOINTMENT	SMITH, ALICE	IA-SPECIAL ED/ NEAL DOW/3.0	8/12/2009	NEW POSITION/384/ SPECIAL ED/6500
APPOINTMENT	TAYLOR, KENT	CUSTODIAN/ PVHS/8.0	8/10/2009	VACATED POSITION/432/ GENERAL/0000
APPOINTMENT	TIGHE, MARK	SCHOOL BUS DRIVER-TYPE 1/ TRANSPORTATION/4.5	8/18/2009	VACATED POSITION/1/ TRANS/7230
INCREASE IN HOURS	ANDERSON, LINDSEY	IPS-CLASSROOM/ LOMA VISTA/6.0	9/14/2009	VACATED POSITION/427/ SPECIAL ED/6501
INCREASE IN HOURS	ANDERSON, TYSON	IA-SPECIAL ED/ HOOKER OAK/6.0	9/2/2009	NEW POSITION/45/ SPECIAL ED/6500
INCREASE IN HOURS	BARNETT, PATRICIA	IPS-CLASSROOM/ PARKVIEW/6.0	9/16/2009	VACATED POSITION/357/ SPECIAL ED/6501
INCREASE IN HOURS	COLENZO, CYNTHIA	CAFETERIA ASST/ PVHS/3.1	8/24/2009	VACATED POSITION/16/ NUTRITION/0000
INCREASE IN HOURS	DAVIES, RACHEL	IPS-CLASSROOM/ MARIGOLD/3.0	9/3/2009	VACATED POSITION/320/ SPECIAL ED/6501
INCREASE IN HOURS	GREEN, KATHRYN	IPS-CLASSROOM/ HOOKER OAK/4.0	9/14/2009	VACATED POSITION/40/ SPECIAL ED/6501
INCREASE IN HOURS	MORALEZ, TERRIE	IPS-CLASSROOM/ LOMA VISTA/6.0	9/14/2009	VACATED POSITION/426/ SPECIAL ED/6501

INCREASE IN HOURS	O'BRIEN, JOHN	IPS-CLASSROOM/ LOMA VISTA/6.0	9/14/2009	VACATED POSITION/425/ SPECIAL ED/6501
INCREASE IN HOURS	RICCI, JULIE	IPS-HEALTHCARE/ LOMA VISTA/6.0	9/14/2009	NEW POSITION/398/ SPECIAL ED/6501
INCREASE IN HOURS	SCHMIDT, LISA	CAFETERIA ASST/ BJHS/3.0	9/14/2009	VACATED POSITION/52/ NUTRITION/0000
TRANSFER W/INCREASED HOURS	SMALLHOUSE, HANNAH	IA-SPECIAL ED/ CITRUS/6.0	9/9/2009	IN LIEU OF LAYOFF/85/ SPECIAL ED/6500
PROMOTION	GUDMUNDSON, DEE	SCHOOL OFFICE MGR/ PARKVIEW/8.0	8/31/2009	VACATED POSITION/439/ GENERAL/0000
PROMOTION	HASELTON, KAREN	NUTRITION SVCS AREA COORD/NUTRITION/8.0	8/24/2009	NEW POSITION/441/ NUTRITION/0000
PROMOTION	MCCALL, JENNIFER	ATTENDANCE TECHNICIAN/ BUSINESS OFFICE/8.0	9/1/2009	VACATED POSITION/316/ GENERAL/0000
PROMOTION	MOLINA, TERI	NUTRITION SVCS AREA COORD/CHS/8.0	8/21/2009	NEW POSITION/440/ NUTRITION/0000
RE-EMPLOYMENT	BELCHER, BRENDA	LT SR CUSTODIAN/ NEAL DOW/8.0	9/9/2009 - 2/24/2010	VACATED POSITION/51/ GENERAL/0000
VOLUNTARY REDUCTION IN HOURS	MUNTIFERING, SAMANTHA	CAFETERIA ASST/ CJHS/1.5	8/31/2009	RESCIND ACCEPTANCE OF POSITION
LEAVE OF ABSENCE	ADAMS, MOLLY	INSTRUCTIONAL ASST/ NEAL DOW/4.0	8/24/2009 - 9/13/2009	PER CBA 5.12
LEAVE OF ABSENCE	MILLER, CHERISE	IA-SR ELEMENTARY GUIDANCE/CHAPMAN/4.4 & .9	8/31/2009 - 2/26/2010	PER CBA 5.12
RESIGNED ONLY POSITION LISTED	ANDERSON, LINDSEY	IPS-CLASSROOM/ LOMA VISTA/4.0	9/13/2009	INCREASE IN HOURS
RESIGNED ONLY POSITION LISTED	ANDERSON, TYSON	IA-SPECIAL ED/ CITRUS/5.5	9/1/2009	INCREASE IN HOURS
RESIGNED ONLY POSITION LISTED	BARNETT, PATRICIA	IPS-CLASSROOM/ LOMA VISTA/4.5	9/15/2009	INCREASE IN HOURS
RESIGNED ONLY POSITION LISTED	COLENZO, CYNTHIA	CAFETERIA ASST/ PVHS/3.0	8/23/2009	INCREASE IN HOURS
RESIGNED ONLY POSITION LISTED	DAVIES, RACHEL	IPS-CLASSROOM/ LOMA VISTA/2.0	9/2/2009	INCREASE IN HOURS
RESIGNED ONLY POSITION LISTED	GREEN, KATHRYN	IPS-CLASSROOM/ EMMA WILSON/3.5	9/13/2009	INCREASE IN HOURS
RESIGNED ONLY POSITION LISTED	GUDMUNDSON, DEE	SR OFFICE ASSISTANT/ AFC/8.0	8/30/2009	PROMOTION
RESIGNED ONLY POSITION LISTED	HASELTON, KAREN	CAFETERIA SATELLITE MGR/CITRUS/7.5	8/23/2009	PROMOTION
RESIGNED ONLY POSITION LISTED	MCCALL, JENNIFER	TYPIST CLERK-ADMIN/ BUSINESS OFFICE/8.0	8/31/2009	PROMOTION
RESIGNED ONLY POSITION LISTED	MOLINA, TERI	CAFETERIA COOK MGR 1/PVHS/8.0	8/20/2009	PROMOTION
RESIGNED ONLY POSITION LISTED	MORALEZ, TERRIE	IPS-CLASSROOM/ LOMA VISTA/3.0	9/13/2009	INCREASE IN HOURS
RESIGNED ONLY POSITION LISTED	MUNTIFERING, SAMANTHA	CAFETERIA ASST/ HOOKER OAK/2.0	8/30/2009	VOLUNTARY REDUCTION IN HOURS
RESIGNED ONLY POSITION LISTED	O'BRIEN, JOHN	IPS-CLASSROOM/ SIERRA VIEW/4.0	9/13/2009	INCREASE IN HOURS
RESIGNED ONLY POSITION LISTED	O'BRIEN, JOHN	IPS-CLASSROOM/ SIERRA VIEW/2.0	9/13/2009	VOLUNTARY RESIGNATION

RESIGNED ONLY POSITION LISTED	REISE, MARCY	IA-SPECIAL ED/ EMMA WILSON/2.5	9/4/2009	VOLUNTARY RESIGNATION
RESIGNED ONLY POSITION LISTED	RICCI, JULIE	IPS-HEALTHCARE/ BJHS/3.5	9/13/2009	INCREASE IN HOURS
RESIGNED ONLY POSITION LISTED	RICCI, JULIE	IPS-CLASSROOM/ LOMA VISTA/2.0	9/13/2009	VOLUNTARY RESIGNATION
RESIGNED ONLY POSITION LISTED	SCHMIDT, LISA	CAFETERIA ASST/ SIERRA VIEW/2.0	9/13/2009	INCREASE IN HOURS
RESIGNATION/ TERMINATION	BURT, MARVA	IA-SPECIAL ED/ NEAL DOW/2.0	9/4/2009	VOLUNTARY RESIGNATION
RESIGNATION/ TERMINATION	HARDY, WILLIAM	SR CUSTODIAN/ NEAL DOW/8.0	8/31/2009	PERS RETIREMENT
RESIGNATION/ TERMINATION	HEINLY-CULLEN, KAY	IPS-CLASSROOM/ SHASTA/6.0	8/25/2009	DECEASED
RESIGNATION/ TERMINATION	MILTON, TERRI	OFFICE ASSISTANT/ PVHS/8.0	9/25/2009	VOLUNTARY RESIGNATION
RESIGNATION/ TERMINATION	RIVAS, HANA	SCHOOL BUS DRIVER-TYPE 2/ TRANSPORTATION/6.3	9/24/2009	VOLUNTARY RESIGNATION

PROPOSED AGENDA ITEM: Update—CUSD Strategic Plan

Prepared by: Sara Simmons

☐ Consent  
☒ Information Only  
☐ Discussion/Action

Board Date: 9/23/09

**Background Information**

In 2002, CUSD formulated a Strategic Plan to guide the district for the ensuing years. Stakeholders participated extensively with the formulation of the plan by serving on the Steering Committee as well as on the committees that developed Action Plans around each of the eight strategies.

**Educational Implications**

Many of the strategies and action plans encompassed in the Strategic Plan have been or are being implemented in order to support student achievement.

**Fiscal Implications**

Some of the original strategies proposed could not be implemented due to lack of funding.

**Additional Information**

CUSD has incorporated much of the intent of the original plan in our LEA Plan Addendum as well as our yearly District Goals.

**PROPOSED AGENDA ITEM:** Report on Accountability Progress & STAR Results

**Prepared by:** Michael Morris

☐ Consent

**Board Date** Sept. 23, 2009

☒ Information Only

☐ Discussion/Action

**Background Information**

The California Department of Education released the annual Accountability Progress Report on Tuesday, September 15, 2009. The report includes the state accountability system Academic Performance Index (API) report, the federal Adequate Yearly Progress (AYP) report, and the annual Program Improvement status updates. This update will provide an overview of CUSD results. In addition, the districtwide, school-level, and grade-level results for CUSD from the Standardized Testing and Reporting (STAR) Program will be reported to the board as required by the Education Code.

**Education Implications**

The state and federal accountability data are used by school site and district staff for planning educational programs and strategies, as well as to allocate resources to best support the improvement of CUSD students' academic achievement.

**Fiscal Implications**

Mandated testing is reimbursed by the state though the reimbursement rate does not cover all testing costs incurred by the district.

**Additional Information**

PROPOSED AGENDA ITEM: Resolution #1087-09

Prepared by: Joanne Parsley

       Consent

       Information Only

Board Date: September 23, 2009

  X   Discussion/Action

#### Background Information

*Education Code* Section 60119 requires that each pupil within the Chico Unified School District be provided sufficient textbooks and instructional materials aligned to the content standards and consistent with the cycles and content of the curriculum frameworks in the areas of history/social science, mathematics, reading/language arts and science. The attached Certification of Provision of Standards-Aligned Instructional Materials states that we are currently sufficient for the 2009-10 school year. As such, the Educational Services Department requests approval of Resolution No. 1087-09.

#### Education Implications

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

#### Fiscal Implications

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

#### Additional Information

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

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

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Page 2 of 4

**RESOLUTION NO. 1087-09**

Whereas, the governing board of Chico Unified School District, in order to comply with the requirements of *Education Code* section 60119 held a public hearing on September 23, 2009, at 6:00pm, which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

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

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

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

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

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

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

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

Therefore it is resolved that for the 2009-10 school year, the Chico Unified School District has provided each pupil with sufficient textbooks and instructional materials aligned to the content standards and consistent with the cycles and content of the curriculum frameworks.

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**Adopted this 23rd day of September, 2009**

Ayes:  
Noes:  
Abstentions:  
Absent:

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Board President

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Secretary/Clerk



# Chico Unified School District

Educational Services - Elementary Education  
(530)891-3020



## **Certification of Provision of Standards-Aligned Instructional Materials**

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

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

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

For students in grades 9-12, the instructional materials were adopted by the local governing board following district review of the materials and their alignment with state content standards as required by *CCR, Title 5, Section 9531*. Certification was approved by the local governing board at a public meeting held on September 23, 2009.

The State Board of Education adopted new standards-aligned instructional materials for K-8 in Mathematics in April, 2009. The local governing board of Chico Unified School District will provide each pupil with a standards-aligned textbook or basic instructional materials from this adopted list by August 12, 2009 which is the start of the first school term that is no later than 24 months following the state adoption of these materials.

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

Subject	Date Provided
Reading/Language Arts	August 2003
History-Social Science	August 2006
Science	August 2007
Mathematics	August 2009

Certification was approved by the local governing board at a public meeting held on September 23, 2009.

Ayes:

Noes:

Abstentions:

Absent:

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Secretary/Clerk



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

**PUBLIC HEARING NOTICE**  
**September 23, 2009 – 6:00 P.M.**  
**REGULAR MEETING**  
**CHICO CITY COUNCIL CHAMBERS**  
**EAST FOURTH AND MAIN STREETS**  
**CHICO, CA 95926**

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### **NOTICE OF PUBLIC HEARING**

The Chico Unified School District Board of Education will hold a Public Hearing at a regular meeting on Wednesday, September 23, 2009. The Board meeting will begin at 6:00 p.m., and the Public Hearing item listed below will be discussed and an opportunity for public testimony will be made available in accordance with the Discussion calendar of the agenda. Public Hearing items include:

**PUBLIC HEARING - Notice of Apportionment for the State Instructional Materials Fund, Grades K-12, Fiscal Year 2009-2010.**

Education Code §60119 requires that, in order to receive instructional materials from any state source, in each fiscal year from 1994-95 onward, the Governing Board shall hold a public hearing regarding the sufficiency of instructional materials in the district.

**This Notice will serve to fulfill the District's 10-day notice requirement of all Public Hearings pursuant to Education Code §5362. A formal agenda containing the item listed above will be posted and distributed in accordance with district procedures on Friday, September 18, 2009.**

**Jann Reed, Board President**  
**Chico Unified School District**

Posted: September 9, 2009

:mm

PROPOSED AGENDA ITEM: Approve Request for Proposals  
Student Information System

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Prepared by: Jason Gregg, Director of Information Technology Services

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☐ Consent

Board Date September 23, 2009

☐ Information

☒ Discussion/Action

**Background Information:**

The district has been using a program called SASI XP (Schools Administrative Student Information Cross Platform) to track student information for enrollment and to calculate attendance. Some sites also utilize features of discipline, grade book, and much of this data is coordinated with assessment, library systems and nutritional services.

SASI XP is no longer going to be supported by the vendor after August of 2010. That means that if the state makes changes, or if we have internal problems such as a file becoming corrupted, we would have programming issues that we might have difficulty correcting.

It is critical that by the end of 2010-11 we are up and running on a new student information system. We expect to purchase a system late in 2009-10 and spend 2010-11 working with a vendor to convert the data and train staff. This will allow us the ability to migrate sites as they become prepared to a new system, working in a parallel environment.

The process for selecting a new vendor is being handled by issuing Requests for Proposal, copy attached.

**Discussion:**

The district intends to put together a team of school registrars and attendance personnel, principals, teachers, parents, and district office technicians to review presentations by vendors during the month of November. We anticipate this being a voluntary committee of key stakeholders who will meet weekly on Monday afternoons for two hours each week. Solicitation for this committee is taking place during October. We expect to bring a vendor selection to the Board in January.

**Financial Implications**

We expect the cost to be in the neighborhood of \$300,000 and these funds have been set aside from 2008-09 carryover in technology and district office expense budgets.

**Recommended Action**

Approve district to issue Request for Proposals.

**Chico Unified School District  
Technology Services**

REQUEST FOR PROPOSALS FOR STUDENT INFORMATION SYSTEM  
ISSUED BY CHICO UNIFIED SCHOOL DISTRICT CHICO CA, 95928  
**RFP # SIS-2009**

**SUBMIT PROPOSALS TO:**

CUSD Student Information System RFP

Jason Gregg  
Chico Unified School District  
1163 East Seventh Street Chico CA, 95928-5999  
Phone: (530) 891-3000 ex121  
Email Address: [jgregg@chicousd.org](mailto:jgregg@chicousd.org)  
**Deadline: November 2, 2009**

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## Introduction

### District Background:

The Chico Unified School District (to be referred to as "CUSD" or "The District") currently operates 11 elementary schools, 1 alternative elementary school, 3 middle schools, 2 comprehensive high schools, 1 continuation high school, 2 alternative high schools, 1 independent high school, and will have 1 Dependent Charter School ( 9-12 ) located on a high school campus.

The District is governed by a Board of Education and complies with current State and Federal Government procurement practices. The District employs approximately 1100 staff members and serves 12,000, K-12 students.

The District's 23 schools are located at 21 sites and are all connected by a GIGABIT fiber backbone.

Additional information on Chico Unified School District (CUSD) can be found at <http://www.chicousd.org> to view the District's Strategic Plan, Ed Tech Plan, and other information that may be helpful in responding to the RFP.

The explicit purpose of this RFP is to perform the due diligence such that the District can acquire the appropriate Student Information System to meet its business, reporting and record retention requirements in the most reliable and cost effective manner.

### All Responders must meet the following criteria:

1. Responder must be currently licensed to do business in the State of California, which will be validated by Responder providing copies of all licenses and/or certifications as part of Responder's proposal.
2. Responder must have been in existence at least three (3) years as an operating business.
3. Responder may not have declared any form of Bankruptcy in the last five (5) years.
4. Responder must provide a list of at least three (3) clients where Responder has established a contract of comparable size and scope of services.
5. Responder shall have the ability to fulfill standard contract requirements, including indemnification and insurance of the District, if necessary.
6. Responder shall meet other presentation and participation requirements listed in this RFP.

**High priority Requirements:**

CUSD seeks a student information system with the following minimum traits or abilities:

1. Track multiple years of student data, including but not limited to:
  - a. Demographic
  - b. Grading
  - c. Attendance
  - d. Assessment
  - e. Scheduling
  - f. Health
  - g. Discipline
  - h. Special Education
  - i. Summer School
  - j. Alternative / Continuation Schools
  - k. Community Day School
2. Has a web-based teacher portal for entry of attendance and grades. Preferably would also be able to track all student assignments, and grade book information.
3. Has a web-based parent portal to facilitate communication with parents. Minimally, it would show attendance, quarter/semester grades, in-progress (teacher grade book) grades, and upcoming homework.
4. Help teachers and administrators identify at-risk students for timely intervention. Allows maximum flexibility in defining "at-risk" – including special populations, trends in attendance, discipline events, grades, and assessment information.
5. Has a built-in report writer for ad-hoc reporting; easy enough for non-technical staff to use.
6. Can assist with all standard California and Federal government reporting requirements, including full support for CSIS, CALPASS and CALPADS as required by the State and Federal Departments of Education.
7. Is largely web-based.
8. Provides training for staff, Principals, and teachers and excellent customer support.
9. Can handle an active student population in excess of 12,500 students
10. Utilizes a centralized database for all schools.
11. Is actively used by several (at least 5) of at least an ADA of 5000 California K-12 school district.
12. Can provide professional and comprehensive project management to assist with the conversion and implementation in a short period of time (online by July 2010).
13. Migrate data from existing SasiXP Student Information System.
14. Ability to relate/translate program features from SASixp to your product.
15. Minimize manual export/import of student data with other software systems. Ideally, it can exchange data with other products in an automated fashion, and/or incorporate their functionality:
  - a. Follett Library System - Destiny ([www.follett.com](http://www.follett.com))
  - b. Assessment – Edusoft, Measures ([www.edusoft.com](http://www.edusoft.com))
  - c. Special Education - SEIS ([www.seis.org](http://www.seis.org))
  - d. Phone dialers (for attendance & broadcast messaging)
  - e. Active Directory – Microsoft
  - f. Food Services – NutriKids (<https://www.mynutrikids.com>)
  - g. Fiscal Services – QSS (<http://www.QSS.com>)
  - h. If there is no gradebook module, S.I.S. must integrate with Integrate Pro
16. More details are provided on the "SIS Requirement for CUSD" spreadsheet.

END OF SECTION \*



**Administrative Section**

**1.0 RFP Schedule**

The following table lists the activities relevant to the RFP process. CUSD reserves the right to change these dates and will notify Responders in that event.

<b>1.1</b>	<b>Activity</b>	<b>Time</b>	<b>Date</b>
	RFP to Board for approval	TBD	9/23/09
	RFP released		10/9/09
	RFP questions deadline/Conference	4:00 PM	10/30/2009
	Proposal Due Date	9:00 AM	11/2/2009
	Short list selection	4:00 PM	11/9/2009
	Supplier presentations	4:00 PM	11/9-12/1/2009
	Selection Recommendation	TBD	12/8/2009
	Hardware/software setup for hands-on testing, if necessary	4:00 PM	12/8/2009
	Reference site calls/visits	TBD	12/9-12/18/2009
	Final selection		1/5/2010

**Contact Information**

After release of the RFP and thereafter, all requests, questions, or other communications about this RFP shall be made in writing (prefer E-mail) to CUSD. Communications made to other CUSD personnel will not be allowed or recognized as valid and may disqualify the supplier.

Responders should rely only on written statements on the District's SIS RFP website (<http://www.chicousd.org/sis>) or issued by the RFP Coordinator. Address all communications to:

Mr. Jason Gregg  
Director, Information and Technology Services  
Chico Unified School District  
1163 East Seventh Street, Room  
Chico CA, 95928-5999  
Phone: (530) 891-3000  
Email Address: [jgregg@chicousd.org](mailto:jgregg@chicousd.org)

**1.2 Proposal Question and Answer Process**

CUSD will allow written requests for clarification of the RFP. To ensure that written requests are received and answered in a timely manner, e-mail correspondence is encouraged, but other forms of delivery such as postal and courier are acceptable. All questions will be consolidated into a single set of responses and posted on the CUSD web site ([www.chicousd.org/technology\\_services.htm](http://www.chicousd.org/technology_services.htm)) as an addendum. Responders' names will be removed from the questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number or Attachments Paragraph or question number Text of passage being questioned  
Question

### **1.3 Submission of Proposals**

Proposals must be received by 11/2/ 2009 at 4:00 PM. Proposal materials will be accepted electronically via e-mail, CD, or hardcopy. Responses to the questions in Attachment I **must** be supplied electronically in the Excel file provided. The remainder of the proposal may be hardcopy or electronic (MS Word or PDF formats are the only acceptable formats). Hardcopy proposals must be sealed and not delivered in open packages or binders. Additional proposal materials such as books, CD's, and other materials should be received with proposals. Hardcopy proposals or supplemental materials should be sent to:

Mr. Jason Gregg Director, Information and  
Technology Services  
Chico Unified School District  
1163 East Seventh Street, Chico CA, 95928-5999  
Phone: (530) 891-3000 ext. 121  
Email Address: [jgregg@chicousd.org](mailto:jgregg@chicousd.org)

### **1.4 Late Submissions**

Proposals received after the due date will not be accepted. CUSD is not responsible for late delivery or proposals lost in delivery. Responders must notify CUSD if there is an extenuating circumstance that may prevent on-time delivery. Please refer to the RFP schedule for the due date.

### **1.5 Proposal Preparation**

Proposals should be prepared simply and economically without emphasis on the presentation of the proposal. Expensive bindings, color photographs, and excessive promotional materials such as videos, are neither desired nor needed. CUSD prefers to receive proposals either electronically or in appropriately sized three ring binders with index tabs to separate sections. CUSD is not responsible for any costs incurred by the supplier in the preparation of the proposal, demonstration, or District's hands-on testing.

Proposals must be organized as follows:

- Cover Page Complete Table of Contents
- Section 1 – Company/Product Introduction
- Section 2 – Executive Summary
- Section 3 – Pricing Structure
- Section 4 – Project Management Description
- Section 5 – Supplier Information (Attachments C)
- Section 6 – SIS Evaluation Questions/Answers (Attachments I, Excel file)
- Section 7 – Required Forms

### **1.6 Number of Proposals**

Responders shall provide three copies of their proposal, if submitting hardcopy; each copy must be clearly marked. If printed supplementary materials are included which are not 8.5x11", three (3) copies should be included. If submitting electronically, one copy is sufficient.

### **1.7 Screening of Proposals**

CUSD will screen all proposals and may reject any proposal that does not meet the minimum requirements. One copy of each proposal will be kept on file for six months; all other copies will be destroyed along with any collateral materials sent with the proposal. CUSD reserves the right to reject any and all proposals.

**1.8 RFP Amendments**

If any supplier is in doubt as to the true meaning of any part of the RFP documents, or finds discrepancies in, or omissions from the specifications, a written request, including email, for an interpretation or correction thereof may be submitted to the District. The supplier submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the RFP document will be made only by a written addendum issued by the District. No person is authorized to make any oral interpretation of any provision in the RFP documents, nor shall any oral interpretation be binding on the District. If discrepancies on specifications or conflicts between specification, terms or conditions exist, the interpretation of the District shall prevail.

CUSD reserves the right to amend this RFP at any time prior to the closing date.

#### **1.9 Ownership of Materials**

All materials submitted in response to this RFP become the property of CUSD. Proposals and supporting materials will not be returned to Responders.

#### **1.10 Confidential or Proprietary Information**

All proposals submitted will be held in confidence. Only personnel directly involved with this RFP will be given copies of your proposal. CUSD has no obligation to share proposal material with any other party and will respect any documents or materials that Responders have clearly marked "Confidential" or "Proprietary." However, only those pages that contain the proprietary information should be so designated, not the complete proposal.

CUSD is not obligated to maintain the confidentiality of any information that was known prior to receipt of a proposal, or becomes publicly known through no fault of CUSD or is received without obligation of confidentiality from a third party.

#### **1.11 Complete Solutions**

CUSD will accept only complete solutions from a prime supplier. Responders may not bid on only one item or selected items from the RFP.

#### **1.12 Supplier Presentations**

After an initial District screening and reduction of proposals, remaining Responders will be required to give an oral presentation of their proposal to the Student Information System Selection Committee. This presentation should concentrate on the functionality and flexibility of the product. This opportunity is given to allow Responders the chance to further define the primary features and benefits of their proposal, to allow clarification of their proposal and to permit questions from the committee.

Appropriate visual and written materials are expected. It is required that Responders tailor their presentation to address areas CUSD has identified as areas of interest in this RFP. CUSD will provide an agenda of topics to Responders. Presentations may not exceed two hours, inclusive of a question and answer period. Appropriate handouts should be prepared and distributed. There will be no more than 25 CUSD packets of material needed for distribution.

#### **1.13 Hands-on Testing of Software**

CUSD is anticipating testing the short list finalists' software for a limited period of time (less than two weeks). Installation and configuration of the software, plus limited conversion of existing student data should be accomplished by District staff. All server and workstation hardware will be provided by the District. Supplier will be asked for some technical assistance to get the software installed and operable. CUSD will consider supplier-suggested alternate methods of accomplishing this detailed testing.

**1.14 Evaluation Criteria**

CUSD is interested in obtaining a complete solution to the stated requirements. Evaluation criteria will be provided in ATTACHMENT H. Proposals that meet the proposal instructions and requirements will be given a thorough and objective review. CUSD will evaluate vendors based on the proposal, the supplier presentation, and reference calls and /or visits.

**1.15 Award Notification**

CUSD will make a selection for negotiations after review, testing and referrals are checked. Those who are not finalists will be notified in writing at the same time as finalists are notified. After a final selection is made, the winning supplier will be invited to negotiate a contract with CUSD; remaining Responders will be notified in writing of their selection status.

**1.16 No Press Releases or Public Disclosure**

The selected vendor may not release any information about this RFP. The winning supplier may not issue a press release until it has been reviewed and approved by CUSD's Governing Board.

**1.17 Contract Award**

CUSD reserves the right to award the contract according to the evaluation criteria. The supplier chosen for award should be prepared to have the proposal incorporated, along with all other written correspondence concerning this RFP, into the contract. Any false or misleading statements found in the proposal will be grounds for disqualification.

**1.18 Primary Supplier**

CUSD expects to negotiate and contract with only one prime supplier. CUSD will not accept any proposals that reflect an equal teaming arrangement or from Responders who are co-bidding on this RFP. CUSD will not accept any invoices from subcontractors or become part of any negotiations between a prime supplier and a subcontractor.

Software upgrades, fixes, or any other enhancement to the solution shall be made available to CUSD under the same conditions as the original proposal, up to and including the implementation date.

**1.19 Offer Expiration Date**

Proposals in response to this RFP will be valid for 90 days from the proposal due date. CUSD reserves the right to ask for an extension of time if needed.

#### **1.20 Post-Award Debriefing**

CUSD, will upon written request, offer to debrief Responders who were disqualified or did not win the contract. This request for debriefing will be accommodated only after the final contract has been awarded. Responders may either make appointments for a conference at CUSD or be debriefed via a telephone conference.

#### **1.21 Designation of Requirements**

CUSD fully expects Responders to provide a comprehensive solution on a level that meets or exceeds all requirements as stated in the RFP. To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall* or *must* are used to designate a "**high priority requirement**". Responders must respond to all high priority requirements presented in this RFP. Failure to respond to all high priority requirements may be cause to disqualify your proposal.

#### **1.22 Product Use Requirements**

CUSD requires that all hardware, system software products and application software products included in proposals be currently in use in a production environment by at least five (5) other California K12 districts of 5000 students or more, have been in use for at least one year, and have been generally available from the manufacturers for a period of one year. Unreleased or beta test hardware, system software, or application software will not be accepted. It is understood that applications and software required to be built is excluded from this provision.

#### **1.23 Proposal Errors**

CUSD will not be liable for any errors or omissions in supplier proposals. Responders will not be allowed to alter proposal documents after the proposal due date without permission from CUSD. CUSD may correct simple math errors and alert the supplier to the error, or if the error appears to be significant, CUSD may either disqualify the supplier or require the supplier to make the recalculation and resubmit the data.

CUSD approved changes after the submission date may be made only to correct an error in an existing part of the proposal. New material may not be submitted. No oral, telephone, or faxed modifications or corrections will be accepted.

#### **1.24 Alternate Proposal and Options**

Alternate proposals are not permitted.

Responders may propose enhancements or equipment that provides increased performance as an option to the baseline RFP. Any option proposed must be included in a separate proposal and contain a brief description of the enhancement, the actual benefit to be gained and the cost of the enhancement.

#### **1.25 Pricing**

All elements of recurring and nonrecurring costs that must be borne by CUSD shall be identified and presented in the pricing volume using the specified format, noted in RFP ATTACHMENT G. These costs should include all labor, travel, lodging, per diem, car rental, etc., required to complete each phase of the project. Expenses shall be billed at cost. Costs should be listed in the project phase in which they will occur; Responders shall not preload continuing costs into the first phase. Responders shall list and price any item that is part of their solution whether hardware, software, or management related that has not been specified in the requirements but is needed in order to complete the supplier's proposed solution.

Responders shall provide CUSD with a firm, fixed price (Section 1.5). Any cost listed should be tied to a specific task or product in the proposal. Failure to comply with pricing requirements will result in rejection of your proposal. The burden of proof for pricing credibility rests with the supplier.

After proposals have been evaluated and a short list is developed, qualified Responders will have an opportunity to submit a Best and Final Offer (BAFO). BAFO's may be warranted based on differences of opinion with the supplier's technical capabilities, pricing, or responses to contractual items. Responders will be given sufficient time to revise their proposal and respond in writing to BAFO terms.

The BAFO practice is not used to allow new requirements to be introduced to the RFP or to allow for significant changes to be made to proposals. BAFO's are considered a "fine tuning" of offers after evaluation discrepancies are noted and agreed upon between CUSD and the supplier.

**\*END OF SECTION\***

**Technical Section**

**2.0 District SIS Environment**

The supplier shall propose a solution that is compatible with the District's current environment as described below:

The District Office network consists of 100 Mb/sec switched Ethernet connections to desktop computers. Only the TCP/IP protocol is actively supported. Connections to school sites vary. All schools will have 1000Mb or better by February 2010. The connection to the internet is private fiber (1000Mb) to the Butte County Office of Education. The server operating system utilized VMware and is Windows 2003 Server; and all users are on Active Directory. Microsoft Exchange is used for e-mail & collaboration needs. The District maintains its own DNS servers for both public and private networks.

CUSD prefers latest version of Microsoft SQL Server, and Internet Information Services (IIS) for hosting database and web applications.

**2.1 Current Applications**

- a. Follett Library System - Destiny ([www.follett.com](http://www.follett.com))
- b. Assessment – Edusoft, Measures ([www.edusoft.com](http://www.edusoft.com))
- c. Special Education - SEIS ([www.seis.org](http://www.seis.org))
- d. Phone dialers (for attendance & broadcast messaging)
- e. Active Directory – Microsoft
- f. Food Services – NutriKids (<https://www.mynutrikids.com>)
- g. Fiscal Services – Aptafund (<http://www.QSS.com>)
- h. InteGrade Pro- Pearson School Systems (add-on application for SASI)

**\*END OF SECTION\***



**Project Management Section (Proposal Section 3)**

**3.0 Project Implementation Start Date**

The District plans to begin the project implementation as soon as possible taking into account the school calendar, staff availability and Responder's availability. Actual project implementation and completion dates will be mutually agreed upon during negotiations. Additional functionality can be implemented at schools' and / or supplier's recommendations. Project needs to be up and operational before end of life (EOL) support ends for SASIxp on August 1, 2010. The goal is having all school sites fully implemented by July 2011 with 2010 being a transitional year. Vendor to provide to the district and sites during implementation for all

**3.1 Project Plan**

Responders shall include a project management plan for implementation of the proposed student information system. The project management plan shall be detailed enough to assure CUSD that the supplier can deliver a solution on time, within projected estimates, and meet all requirements as specified in this RFP.

**3.2 Project Control**

Responders shall discuss how his or her company will control the proposed schedule and how it will identify and report achievement of tasks and milestones. The supplier shall also discuss how it will identify, resolve, and report resolution of problems such as schedule slippage or engineering anomalies.

**3.3 Project Management Tasks and Responsibilities**

Responders shall provide a matrix that lists project management tasks and identifies the corresponding owner. CUSD's tasks shall be identified as well as any subcontractor's. The matrix shall contain enough detail to define the roles and responsibilities of the CUSD project team as well as those of the supplier's project team. CUSD will appoint a project coordinator who will work closely with the supplier's project manager.

**3.4 Project Meetings**

Responders shall describe their approach to formal review meetings with CUSD, the organization of the typical meeting, and methods of documenting and approving all meeting notes.

**3.5 Supplier Project Management Structure**

Responders shall describe the proposed management structure and identify key personnel who will be assigned to this project. Responders shall designate key personnel necessary to satisfy the requirements of this RFP. Once identified, Responders may not change key personnel without prior notice and acceptance from CUSD. CUSD shall have 15 days notice of any change in the project's key personnel.

### **3.6 Facility Preparation**

If site preparation is required under the proposal and involves infrastructure changes to prepare the site for installation of equipment, Responders shall provide specifications and typical equipment layouts. CUSD preference is for rack mount equipment which can be located in the switch & server room.

### **3.7 Corrections and Enhancements**

Responders shall describe how they handle bug reporting, change requests and product enhancement requests during the implementation phases of the project. CUSD prefers an internet based approach that allows us to enter the identified bug or enhancement and to view its status online.

### **3.8 Hardware and Software Installation**

Responders may, or if appropriate, CUSD may install all hardware and software components for the project. Responders shall anticipate lead times to ensure that all required hardware and software is received in sufficient time to meet the project schedule. The project schedule shall have specific dates for the installation of hardware and software along with associated activities such as site preparation review and any facility upgrades that are needed prior to equipment installation, if required.

### **3.9 Solution Acceptability**

Upon completion of acceptance testing, CUSD may run the system and application software for up to 30 business days to ensure that the system meets the functional and performance requirements stated in the RFP. After the test period, if the system conforms to the test requirements, the system will be deemed acceptable.

### **3.10 Solution Maintenance**

Responders shall provide a detailed description of all maintenance activities, supply channels and parts depots, typical daily or monthly support activities, principle period of maintenance, and support the above with an organizational chart of the supplier's headquarters support operation, the proposed support organization for this project, and the escalation procedures for reporting problems.

### **3.11 Personnel Training**

The District prefers a "train the trainer" method of training. This should be the long-term goal. However, to implement the software in a timely fashion, we anticipate the need for substantial staff training from the supplier.

### **3.12 Training Plan**

CUSD requires that the supplier provide comprehensive training addressing the needs of user, administrative, technical, and operational personnel. The supplier is encouraged to propose innovative approaches to training such as programmed self study guides, online tutorials, DVDs, CD-ROM's and computer based training. All training will include stepby-step detail that will enable employees unfamiliar with the system to perform the described activities.

The supplier shall list recommended classes and which job classifications should attend. This list shall also contain a description of all classes and suggested classroom resources.

### **3.13 Training Documentation**

Comprehensive high quality user documentation is essential for the success of this project. Documentation shall be provided that covers all system hardware, system software, and application software. All documentation provided shall be in written form. Documentation should also be provided in electronic form and network accessible.

### **3.14 Supplier Comment Request**

CUSD invites the supplier to comment or question the RFP's management plan, schedule, and other requirements.

### **3.15 Supplier information**

To warrant consideration for this proposal, Responders must submit financial information, including an annual report or audited balance sheets and income statements. For purposes of this section, "audited" shall mean that a Certified Public Accountant has reviewed the financial reports and has expressed an opinion regarding the fairness of the information reviewed. Responders are also required to submit references.

**\*END OF SECTION\***

### 3.16 Other General Requirements

7.2.1  
Page 18 of 28

#### EQUAL OPPORTUNITY

The bidder must be an Equal Opportunity Employer, and shall certify that he is in compliance with the Civil Rights Act of 1964, The State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment, including Executive Order No. 11246 of September 24, 1965.

#### ERRORS AND OMISSIONS

If a bidder discovers an ambiguity, conflict, discrepancy, omission, or other error in the RFP, he shall immediately notify Chico Unified School District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes, without divulging the source of the request for same. Insofar as practicable Chico Unified School District will give such notice to other interested parties, but Chico Unified School District shall not be responsible therefore.

If a bidder fails to notify the District, prior to the date fixed for submission of bids of an error in the RFP known to him, or an error that reasonable should have been known to him, he shall bid at his own risk; and if he is awarded the contract, he shall not be entitled to additional compensation or time by reason of the error of its later correction.

The bidder should carefully examine the entire RFP and early addenda thereto, and all related materials and data referenced in the RFP or otherwise available to him, and should become fully aware of the nature and location of the work, and the conditions to be encountered in performing the work.

#### BIDDER AGREEMENT

In compliance with this request for proposals, the bidder will propose and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein.

A bid is subject to acceptance at any time, within sixty (60) days after opening of same, unless otherwise stipulated. Bids cannot be corrected, altered, signed or withdrawn after public opening.

#### BID SIGNEE

If the bidder, is an individual or an individual doing business under a firm name, the bid must, in addition to the firm name, be signed by the individual; if the bidder is a partnership, the bid should be signed with the partnership name by one of the partners; if a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf of the corporation.

#### BIDDER'S UNDERSTANDING

It is understood and agreed that the bidder has, by careful examinations satisfied himself as to the nature and location of the work, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, and general and local conditions, and all other matters that can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of Chico Unified School District, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

#### INTENT OF PLANS AND SPECIFICATIONS

All work that may be called for in the specifications shall be executed and furnished by the successful bidder, and should any work or materials be required which are not denoted in the specifications or plans, either directly or indirectly but which are nevertheless necessary for the execution of the contract, the bidder is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if it were particularly delineated or described.

#### EXTRA WORK

No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by Chico Unified School District.

#### INDEMNITY

The bidder shall indemnify and hold harmless Chico Unified School District from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered, by reason of any act or omission, of the said bidder, his agents or employees, in the execution of the work or in consequences of any negligence or carelessness in guarding the same.

Chico Unified School District shall have the right to make any changes that may be hereafter determined upon, in the nature or dimensions of the work, either before or after its commencement, and such changes shall in no way affect or void the obligations of this contract. If such changes make change in the cost of the work, an equitable adjustment shall be made by Chico Unified School District to cover said cost.

#### DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become the property of Chico Unified School District and will be returned only at the option of Chico Unified School District and at the bidder's expense. The Original Copy shall be retained for official files and will become a public record after the date and time for Final Bid submission as specified. However, confidential financial information submitted in support of the requirements will be returned upon request.

## ATTACHMENTS

**ATTACHMENT A – RESPONDER CHECKLIST FORM** This checklist is provided to insure that all items requested have been included.

Items Page(s)

- \_\_\_\_\_ 1. Responder Description
  - \_\_\_\_\_ A. Responder Description Form (Attachment C)
- \_\_\_\_\_ 2. Experience/Qualifications
  - \_\_\_\_\_ A. Mandatory Responder Requirements Form (Attachment D)
  - \_\_\_\_\_ B. Client List (Attachment E)
- \_\_\_\_\_ 3. Proposal Description
  - \_\_\_\_\_ A. Brief synopsis of Responder's understanding of District's needs and how Responder plans to meet these needs
  - \_\_\_\_\_ B. Brief narrative of proposed plan to achieve all items in the Scope of Work, Section IV and Responder Services
  - \_\_\_\_\_ C. Brief synopsis of the Responder's proposed outline of organization, staffing and how Responder will meet any service considerations
  - \_\_\_\_\_ D. Responder Service Requirements (Attachment H)
  - \_\_\_\_\_ E. Explanation of any objections, exceptions, assumptions, and/or constraints (Attachment F)
- \_\_\_\_\_ 4. Proposal Quote (Attachment G)
- \_\_\_\_\_ 5. Supplemental Information
  - \_\_\_\_\_ A. Brief narrative outlining Responder's history and information to support the scope of services requested. Provide Responder's Annual Report for the last two (2) years.
  - \_\_\_\_\_ B. Include business financial statements for the last completed fiscal year and the current fiscal year to date.

ATTACHMENT B -

C.U.S.D. SCHOOLS – TYPE AND NUMBER OF STUDENTS

School name	Type	Number of Students
CHAPMAN	Elementary School	345
CITRUS	Elementary School	415
EMMA WILSON	Elementary School	697
JOHN MCMANUS	Elementary School	640
LITTLE CHICO CREEK	Elementary School	283
MARIGOLD	Elementary School	565
NEAL DOW	Elementary School	446
PARKVIEW	Elementary School	226
ROSEDALE	Elementary School	509
SHASTA	Elementary School	624
SIERRA VIEW	Elementary School	601
Nord	Elementary Charter	126
HOOKER OAK K-8	K-8 School	421
BIDWELL JR	Middle School	689
CHICO JR	Middle School	596
MARSH JR	Middle School	583
CHICO	High School	1917
PLEASANT VALLEY	High School	2016
FAIR VIEW	Continuation High School	256
ACADEMY FOR CHANGE HIGH	Alternative High School	78
OAKDALE K-12	Independent Study Alternative	125
LOMA VISTA Pre K-13	Special Ed. Alternative School	25

**ATTACHMENT C – RESPONDER DESCRIPTION FORM**

RESPONDER'S NAME (name of firm, entity or organization):

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF RESPONDER'S CONTACT PERSON:

MAILING ADDRESS:

Street Address:

City, State, Zip:

TELEPHONE NUMBER:

FAX NUMBER:

E-MAIL ADDRESS:

RESPONDER'S ORGANIZATIONAL STRUCTURE \_\_\_\_ Corporation \_\_\_\_ Partnership \_\_\_\_  
Proprietorship \_\_\_\_ Joint Venture \_\_\_\_ other (explain): If Corporation, Date Incorporated: State  
Incorporated: States Registered in as foreign corporation:

**CERTIFICATION**

THE UNDERSIGNED CERTIFIES AND AGREES ON BEHALF OF THE PROPOSER THAT:

1. All declarations in this proposal and attachments are true and the falsity of such representations entitles the District to pursue any legal remedy.
2. All aspects of this proposal, including cost, have been determined independently, without consultation with any other prospective Responder or competitor for the purpose of restricting competition.
3. The offer made in this proposal is firm and binding for 180 days from the date the proposal is opened and recorded. All aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a contract is awarded. If selected the Responder agrees to comply with all applicable laws, regulations and rules.



4. Any additional information the District deems necessary to accurately determine the ability to perform the services proposed will be provided immediately. Furthermore, submission of this proposal constitutes permission by the Responder for the District to verify all information contained herein. Failure to comply with any request for additional information may disqualify the Responder from further consideration. Such additional information may include evidence of financial ability to perform.
5. The undersigned has the authority to submit the proposal on behalf of the Responder.

RESPONDER'S AUTHORIZED SIGNATURE:

SIGNED:

DATE:

PRINT NAME:

TITLE:

**ATTACHMENT D – MANDATORY RESPONDER REQUIREMENTS**

The following requirements apply to all Prospective Responders:

Agree

\_\_\_\_\_  
(Initial)

Agree, but with a qualification

\_\_\_\_\_  
(initial and attach explanation)

1. Responder must be currently licensed to do business in the State of California (include licenses) and has been in existence at least three (3) years as an operating business.
2. Responder has not declared any form of Bankruptcy in the last five (5) years.
3. Responder has listed at least three client references demonstrating Responder meets the required experience.
4. Responder has the ability to fulfill standard contract requirements, including indemnification and insurance.
5. Responder shall meet other presentation and participation requirements listed in this RFP.

Signature

Date

Print name Company

ATTACHMENT E –CLIENT LIST

Client Name:  
Address:  
Contact Name:  
Telephone:

Client Name:  
Address:  
Contact Name:  
Telephone:

Client Name:  
Address:  
Contact Name:  
Telephone:

**ATTACHMENT F – EXCEPTIONS to RFP**

The following statements are incorporated as part of our proposal:

RESPONDER NAME

ADDRESS

Telephone # ( )

Fax # ( )

I have reviewed the RFP and General Agreement Terms in their entirety and have the following exception:

(Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required)

Name of Authorized Representative

Signature of Authorized Representative Date

#### ATTACHMENT H – Evaluation Criteria

Points have been assigned to the following criteria but will not be disclosed to Responders in the RFP.

Evaluation Categories	Weight	Evaluation
Application Requirements Matrix	40%	
Pricing of Services ( Life-Cycle Cost of Ownership ( 5 years ))	30%	
Customer References	10%	
Respondent's Competency ( service experience and qualifications )	10%	
Implementation Plan	10%	
TOTAL POINTS	100%	

#### SELECTION PROCESS

##### Stage One

Vendor proposals will be subjected to a two-stage evaluation and selection process. The first stage will begin with a review of the response to the proposal. A proposal must address all modules/functions to be considered.

The proposal will include SIS software and associated services.

Proposals found to be incomplete may be rejected as non-responsive. Proposals not deemed to be competitive will be rejected.

CUSD may choose to ask clarification questions in writing and include the additional information gathered in this process.

References of the top two (2) vendors will be checked to verify their selection.

Evaluation and rating of the responses will be based on:

Information provided by the vendor in their response

Information provided by the vendor in response to CUSD clarification questions

Information from reference checks

Proposals that pass the initial screening will be evaluated and scored based on the vendors' response to the required attachments. Each submittal will be scored by an evaluation committee comprised of individuals from CUSD.

The system must provide capabilities of the modules, functions, or services on the application requirements matrix.

A short list of proposals, two (2), will move into the second stage of the evaluation.

#### Stage Two

The two finalist proposals will be subjected to a more detailed second stage evaluation that will include vendor provided demonstrations at CUSD involving use of actual data on live systems.

During the Stage Two evaluation period, interviews will be conducted with the finalist vendors to explore in detail the proposed implementation strategy and project plan and to discuss vendor qualifications and experience. CUSD may choose to interview the vendor's training team and ask them to demonstrate portions of sample training sessions.

References will be checked to address issues raised by the demonstrations and interviews or to answer detail questions not yet resolved. Visits to sites using the proposed software may be conducted during the stage-two evaluation. Vendors may be asked to help arrange these site visits, but not to attend the visits.

Evaluation and scoring during the stage-two evaluations will be based on:

All information provided and scored in the stage-one evaluation

Information from any site visits conducted in stage-two

Software demonstrations

Vendor interviews

Training demonstrations

Information from the technology overview

**PROPOSED AGENDA ITEM:** 2009-10 Mandated Cost Claim Services

**Prepared by:** Jan Combes, Assistant Superintendent Business Services

☐ Consent

Board Date September 23, 2009

☐ Information

☒ Discussion/Action

**Background Information:**

The district has used School Innovations & Advocacy (SIA) for many years to provide training to schools and district personnel in the mandate reimbursement process, and to file our annual mandated cost claims. Despite the fact that State Budget has included minimal reimbursement dollars for districts during the last three years, the fact remains that reimbursement for mandates is required by law and will, eventually, be funded. The district annually files reimbursement for the cost of staff, time and materials, who are performing services related to the following state mandates:

- Collective Bargaining
- Notification of Truancy
- Pupil Suspensions, Expulsions and Appeals Processes
- Charter Schools Facility Response Processes
- Criminal Background Checks for Employees
- School Fiscal Accountability Reporting (AB1200)
- Intra-district Attendance Required Tracking
- Required Juvenile Court Notices
- Required Physical Performance Testing
- Required Annual Parent Notifications
- Required Financial and Compliance Audits
- Required Removal of Chemicals
- Mandate Reimbursement Process (cost of contract with SIA and our employee time to participate in the training, complete forms, etc.)

**Discussion/Financial Implications:**

The contract for 2008-09 included a provision that one-half of the mandate reimbursement services and 100% of the site service plan would not be paid until we received payment from the Controller's office on outstanding mandates. Since no income has arrived, the vendor is still owed over \$41,000 for services already received. Our sites are fully trained.

The contract for 2009-10 extends the agreement through the end of the reporting period for 2009-10 claims. Under terms of the new agreement the vendor will be paid \$19,600 due October 1, 2009, \$17,350 due on January 1, 2010, and \$17,350 due on August 1, 2010 for a total of \$54,300. This allows the vendor collecting the claims to file our 2008-09 claims that were collected under the terms of the previous agreement, and complete the process for the 2009-10 claims.

The cost of this contract is also a reimbursable mandate.

7.2.2

Page 2 of 12

According to SIA, mandated cost reimbursements owed to Chico USD for claim filed through 2007/08 are equivalent to \$925,537, This does not included AB138 mandates to be filed in March 2010 in the amount of approx. \$124,700 and re-filing for Graduation Requirements which amount to \$5,662,230.

The district plans to issue an RFP for mandate services for filing of 2010-11 claims; this process will begin in March.

**Recommended Action**

Approve contract for services as presented.



**MULTIPLE SERVICES AGREEMENT**  
**Between**  
**SCHOOL INNOVATIONS & ADVOCACY, INC.**  
**And**  
**CHICO UNIFIED SCHOOL DISTRICT**

THIS AGREEMENT, dated \_\_\_\_\_, 2009 (the "Agreement") is made by and between Chico Unified School District ("Client"), and School Innovations & Advocacy, Inc., a California corporation ("Contractor"), each being a "Party" and collectively the "Parties".

**RECITALS**

WHEREAS, Client is authorized to retain consulting services to assist Client in the preparation and filing of reimbursement and estimated claims for the costs of the Mandate Reimbursement Process Program, legislatively mandated by the State of California ("State"), and Contractor is qualified to perform such services; and

WHEREAS, it is necessary and desirable that Contractor be retained by Client for the purpose of performing consulting services.

NOW, THEREFORE, the Parties agree as follows:

1. **Agreement Period.** The Agreement period begins July 1, 2009 (the "Effective Date") and will automatically expire on February 15, 2011 (the "Expiration Date").
2. **Services.**
  - 2.1 Description of Services. Contractor agrees to provide Client consulting services ("Services") as outlined in Exhibits A and B during the Agreement Period.
  - 2.2 Scope of Services.
    - (a) Initial Scope. The Services (as described in Section 2.1) detail the initial scope of work anticipated by the Contractor as of the Effective Date ("Initial Scope of Services"). Client acknowledges that the Fee (as defined in Section 4) is based on this Initial Scope of Services. If the Initial Scope of Services is increased anytime during the Agreement Period, Contractor reserves the right to increase the Fee to compensate for the unanticipated or additional services.
    - (b) No Lobbying Services. This Agreement is not for lobbying services and Contractor is not being retained to provide lobbying services to Client.

### 3. Client's Obligations.

- 3.1 Client's Responsibilities; Client Acknowledgment. Client is responsible for (a) substantiation of each reimbursement and estimated claim; (b) preparing and maintaining true and correct documentation and accounting records; (c) establishing and maintaining data collection and tracking procedures; (d) implementation of internal controls sufficient to permit and support the preparation and filing of true and correct reimbursement and estimated claims; (e) ensuring that Client, its employees and contractors properly identify and comply with laws and regulations applicable to Client's activities; (f) ensuring Client has record retention policies sufficient to maintain original documentation used in support of claims (for audit or examination by any State or regulatory agency); and (g) maintaining original supporting documents for a period of four (4) years after the State's first payment of the claim. Client acknowledges that Contractor's full, accurate and timely performance under this Agreement is materially dependent upon Client's reasonable cooperation and assistance. Client further acknowledges that Contractor's Initial Scope of Services and Fee presumes a reasonable amount of cooperation and assistance from Client, such as Client's timely provision of certain information, documentation and personnel. Contractor has explained Contractor's requirements in this regard to Client and Client agrees to meet these requirements. Client also acknowledges that the Fee is based on the Initial Scope of Services anticipated by Contractor as of the Effective Date.
- 3.2 Obligations to Contractor. Client shall timely provide Contractor all records and information relevant to any claim in a timely manner and contact information for Client's personnel to whom Contractor may direct inquiries. Client shall complete Exhibit C Client Information page (attached hereto and incorporated herein by reference). Client understands and agrees that the results of Contractor's inquiries, the documentation obtained from Client and other corroborating information may be used by Contractor for filing and/or supporting the reimbursement claims, estimated claims or responding to audits or investigations.
- 3.3 Claim Approval. Upon presentation of a claim for Client's approval, Client agrees to review the claim and respond to Contractor by either: (a) certifying to Contractor, under penalties of perjury, that the time, costs and other data collected by Client and furnished to Contractor in support of the claim are true and correct (for reimbursement claims) or constitute Client's good faith estimates to the best of Client's knowledge (for estimated claims); or (b) provide Contractor with notice specifying why the foregoing certification may not be true. All notices and certifications must comply with the requirements of Section 7.

4. **Payment of Fees.** For Services provided pursuant to the terms of this Agreement, Client agrees to pay Contractor **\$36,950** and **\$17,350** (the "Fee") for the fiscal years 2009/10 and 2010/11, respectively, as follows:

Services	FY 2009/10	FY 2010/11
Mandate Reimbursement Services	34,700	17,350
Site Service Plan	2,250	-
<b>Total Annual Fee</b>	<b>36,950</b>	<b>17,350</b>

4.1 Mandate Reimbursement Services.

- (a) Reimbursement Fee. For Mandate Reimbursement Services provided pursuant to the terms of this Agreement, Client agrees to pay Contractor **\$34,700** and **\$17,350** (the "Reimbursement Fee"), for the fiscal years 2009/10 and 2010/11, respectively.
- (b) Payment Plan. The Reimbursement Fee is payable as follows:

FY 2009/2010: The Reimbursement Fee is payable in annual or semi-annual installments as indicated below. Client must clearly mark one payment plan below. If a plan is not clearly identifiable by Contractor, then Client agrees to pay the Reimbursement Fee on an annual basis.

☐ 1 annual payment due October 1, 2009.

☒ 2 semi-annual payments due October 1, 2009, and January 1, 2010.

FY 2010/2011: The Reimbursement Fee is payable in one (1) annual installment due August 1, 2010.

4.2 Site Service Plan.

- (a) Site Service Plan Fee. For the Site Service Plan provided pursuant to the terms of this Agreement, Client agrees to pay Contractor **\$2,250** (the "Site Service Plan Fee") for the fiscal year 2009/10.
- (b) Payment Plan. The Site Service Plan Fee is payable in one (1) annual installment due October 1, 2009.

- 4.3 Travel; Lodging Expenses. If Contractor reasonably determines that travel to Client's site is necessary, Contractor and Client shall schedule mutually convenient date and times for such meetings. All travel and lodging expenses incurred by Contractor in connection with the Initial Scope of Services are included in the Fee.

4.4 Late Fee. Payment of the Fee is due thirty (30) days after Client receives Contractor's invoice. A late fee of ten percent (10%) will be added if the invoice is not paid in full within the thirty (30) day period.

5. **Termination.** Either party may terminate this Agreement, with or without cause, by delivering written notice (per Section 7) of termination not later than thirty (30) days prior to expiration of the Agreement Period. The effective date of termination shall be the Expiration Date. Upon termination, Contractor will invoice Client for any remaining Fee and Client will pay the full invoice amount within thirty (30) days after receipt of Contractor's invoice. Except as set forth in this Section 5, neither Party shall have any liability to the other for damages resulting solely from a Party's termination of this Agreement in accordance with this Section 5.
6. **Further Assistances.** Upon request of the other Party, Contractor or Client shall execute and deliver additional instruments and take additional actions as may be necessary or appropriate to perform the Agreement.
7. **Notice; Certification.** All Agreement notices and certifications must be in writing and directed to the Party's address set forth below. A Party may change the address stated in this Agreement by giving notice. Notice shall be deemed effective upon actual receipt, except notices sent by certified United States mail shall be deemed effective on the earlier of (a) actual receipt, or (b) three (3) days after mailing.

Contractor: School Innovations & Advocacy, Inc., a California corporation  
11130 Sun Center Drive, Suite 100  
Rancho Cordova, CA 95670

Client: Chico Unified School District  
1163 E. 7th St.  
Chico CA 95973  
Attn: Jan Combes, Asst. Supt of Business

8. **Assignment Prohibited.** Neither Party may assign any rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment in violation of the provisions of this Section 8 shall be null and void.
9. **California False Claims Act.** Client acknowledges that reimbursement and estimated claims filed under this Agreement constitute "claims" under the California False Claims Act (California Government Code Section 12650, et seq.) ("False Claims Act") and consequently, Client, its employees, contractors and other persons acting on its behalf, may be subject to the provisions of the False Claims Act. Among other things, the False Claims Act imposes liability for treble damages, penalties and costs of civil recovery actions upon persons who "knowingly" present or cause to be presented false claims, or who "knowingly" make or cause to be made false records or statements in support of a claim. Under the False

Claims Act, "knowingly" means that a person, with respect to information, has actual knowledge of the information or acts in deliberate ignorance or reckless disregard of the truth or falsity of the information.

10. **Family Educational Rights and Privacy Act ("FERPA"); California Education Code.** Contractor will have limited access to student information only for purposes of providing the legally required notification services specified in this Agreement. Contractor performs the Services as an agent of Client and has no right to access or utilize student information for any other purpose. Contractor, its officers and employees, shall comply with the Family Educational Rights and Privacy Act and California Education Code Sections 49073 et seq. at all times.
11. **Confidential and Proprietary Materials of Contractor.** During performance of this Agreement, Contractor will provide materials or disclose information to Client that Contractor considers proprietary or confidential including, but not limited to, Contractor's training handbooks, policy manuals, instructions, copyrighted checklists and forms ("Contractor's Materials"). Client agrees that Client acquires no interest of any kind in Contractor's Materials. At all times during and after the Agreement Period, Client agrees (a) to keep Contractor's Materials in confidence and trust for Contractor; (b) not to disclose, duplicate or otherwise use Contractor's Materials, except in furtherance of Contractor's performance per this Agreement; (c) to limit access to Contractor's Materials to Client's employees or contractors who have a "need to know"; and (d) to promptly return all copies of Contractor's Materials to Contractor after a request is made.
12. **Independent Contractor.** The Parties agree that Contractor is an independent contractor and the Agreement shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, association or any other relationship.
13. **Limitation of Liability.** In no event shall Contractor's liability to Client, for any reason arising out of this Agreement, exceed the amount of the Fee actually received by Contractor under this Agreement. Contractor shall not be liable for any consequential damages.
14. **Indemnification.**
  - 14.1 **Client.** Client shall defend, indemnify and hold harmless Contractor and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses (including attorneys' fees) and threats thereof, whether arising in tort, contract, statute or otherwise, arising out of or in connection with or relating to Contractor's performance of the Services, unless it is finally determined to have arisen solely from Contractor's gross negligence or willful misconduct.
  - 14.2 **Contractor.** Contractor shall defend, indemnify and hold harmless Client, and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses (including attorneys' fees) and threats thereof, whether arising in tort, contract, statute, or otherwise, arising out of

or in connection with or relating to Contractor's performance of the Services if it is finally determined to have arisen solely from Contractor's gross negligence or willful misconduct.

15. **Enforcement Costs.** If any legal action (including arbitration) is commenced to enforce the Agreement's terms or a Party's rights or obligations under this Agreement, then the prevailing Party shall be entitled to recover all fees and costs incurred by the action, including reasonable attorneys' fees and arbitrators' fees, in addition to any other relief to which the Party may be entitled.
16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive laws of California.
17. **Judicial Reference.** In the event a dispute is not resolved through discussions and negotiations among the Parties, the dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638 et seq., as modified by the provisions of this Section 17, and any subsequent provisions mutually agreed upon in writing by the Parties. The reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code. The Parties shall be allowed to conduct discovery in the manner provided by Code of Civil Procedure Section 2017 et seq. BOTH PARTIES HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT. All general reference proceedings hereunder shall, unless all Parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.
18. **Modification.** No modification or supplement to any provision of this Agreement shall be valid, unless executed in writing by both Parties.
19. **Severability.** No provision of this Agreement shall be construed to require the commission of any act contrary to law. If any term, provision, covenant or condition of this Agreement is held to be invalid or otherwise unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
20. **Entire Agreement.** This Agreement is the final expression of, and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.
21. **Interpretation.** Contractor shall have the full power and authority to interpret, construe and administer the Agreement and Contractor's determination shall be binding and conclusive on the Parties for all purposes.
22. **Waiver.** Either Party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

23. **Headings.** The headings preceding the paragraphs of this Agreement are for convenience of reference only, are not part of this Agreement, and shall be disregarded in the interpretation of any portion of this Agreement.
24. **Force Majeure.** A Party shall not be liable under this Agreement as a result of any delay, failure or interruption caused by the other Party or third Parties, an act of God, acts or orders of governmental authorities, acts of civil or military authorities, catastrophes or other cause (other than financial) beyond the Party's reasonable control, and such nonperformance will not be a default hereunder or a ground for termination of this Agreement.
25. **Counterparts; Facsimile Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission or in portable document format (pdf)) as against the Party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Client and Contractor have made and executed this Agreement as set forth below.

**Contractor: SCHOOL INNOVATIONS & ADVOCACY, INC., a California Corporation.**



By: \_\_\_\_\_  
Name: Jeffrey C. Williams  
Title: Chief Executive Officer

Dated: \_\_\_\_\_

**Client: CHICO UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Name: Jan Combes

Title: Asst. Superintendent, Business

**EXHIBIT A**

**MANDATE REIMBURSEMENT SERVICES**

During the Agreement Period, Contractor agrees to provide Client the following mandate reimbursement services:

For Fiscal Year 2009/2010:

- (a) Prepare and file (based on information provided by Client):
  - (1) 2008/2009 reimbursement claims;
  - (2) Late and amended 2007/2008 reimbursement claims; and
  - (3) Newly claimable programs approved by the Commission on State Mandates ("Commission") if the filing deadline is within the Agreement Period;
- (b) Hold training sessions for Client's staff during the Agreement Period, as necessary or appropriate (as reasonably determined by Contractor);
- (c) Monitor Client's 2009/2010 mandated cost tracking systems;
- (d) Research and assist Client with data collection for test claims approved by the Commission during the Agreement Period;
- (e) Serve as a liaison with the State Controller's Office and Commission regarding (i) statewide cost estimate request responses, and (ii) general questions from the State Controller's Office; and
- (f) Provide representation of Client with respect to any State audit of claims that were prepared and submitted with Contractor's assistance pursuant to this Agreement, unless prior to claim submission Contractor advised Client that Contractor would not provide audit assistance, due to potentially unresolved audit issues (such as documentation or data problems) or claim rejection concerns.

For Fiscal Year 2010/2011 (Prior to the Expiration Date):

- (a) Prepare and file (based on information provided by Client):
  - (1) 2009/2010 reimbursement claims;
  - (2) Late and amended 2008/2009 reimbursement claims; and
  - (3) Newly claimable programs approved by the Commission on State Mandates ("Commission") if the filing deadline is within the Agreement Period;
- (b) Research and assist Client with data collection for test claims approved by the Commission during the Agreement Period;



- (c) Serve as a liaison with the State Controller's Office and Commission regarding (i) statewide cost estimate request responses, and (ii) general questions from the State Controller's Office; and
- (d) Provide representation of Client with respect to any State audit of claims that were prepared and submitted with Contractor's assistance pursuant to this Agreement, unless prior to claim submission Contractor advised Client that Contractor would not provide audit assistance, due to potentially unresolved audit issues (such as documentation or data problems) or claim rejection concerns.

**SITE SERVICE PLAN**

During the Agreement Period, Contractor agrees to provide Client the following services for site service plan development:

Services will include the development of a site service plan for three school sites ("Designated Sites" or individually, "Designated Site") and will provide Client the following services ("Site Service Plan") during the Agreement Period:

- (a) One (1) Fall 2009 on-site visit for training and advisory sessions at each of three (3) Designated Sites (one elementary, one middle, and one high school) to be determined at a later date;
- (b) Coordinate between Client and Designated Sites for data collection;
- (c) Advise and assist each Designated Site and its personnel to (1) develop a more in-depth understanding of reimbursable costs under the State's mandates, (2) determine the documentation required to substantiate such costs, and (3) meet the school's documentation completion deadlines to enable Contractor to prepare claims for timely submission to the State Controller's Office;
- (d) Expanded training sessions with Contractor and Client which may be held concurrently with Client or other Designated Site training sessions. A mutually acceptable schedule will be developed specifying the dates when the training sessions will occur. Since new State mandates not in effect on the Effective Date ("New Mandates") may be authorized during an Agreement Year, Contractor shall incorporate training for New Mandates into the Site Service Plan if the New Mandates are approved by the State Controller's Office and the filing deadline falls within the Agreement Period; and
- (e) Include milestones to be achieved by each Designated Site in the Site Service Plan and prepare a district level summary status report showing each Designated Site's progress regarding its ability to remain current on documentation requirements for site based claims at the end of each milestone. Contractor's resources for addressing issues identified in the summary status report are beyond the Initial Scope of Services.

PROPOSED AGENDA ITEM: Budget Update  
2008-09 Year End Unaudited Actual Financial Statement  
2009-01 Budget Revision #1

Prepared by: Jan Combes  
Assistant Superintendent, Business Services

☐ Consent  
☐ Information Only  
☒ Discussion/Action

Board Date: 09/23/09

Background Information:

The district is required to submit the 2008-09 year end financial statements to the Butte County Office of Education by October 1. The county will review the information and forward it to the state. This report is prepared using the state software in a format approved by the Department of Education (Standardized Account Code Structure, known as SACS). Individual SACS reports are prepared for each of the district's funds.

The financial statement is a presentation of the 2008-09 revenues, expenses, assets, liabilities and fund balances by fund. In addition supplementary schedules provide reconciliation of the district's attendance and revenue limit as well as additional data.

The district is also taking this opportunity to update the 2009-10 July 1 Adopted Budget.

Education Implications:

School districts that maintain a balanced budget and have adequate reserves are able to provide a broad range of educational programs for their students.

Fiscal Implications:

The district ended the year with an unprecedented \$20.9 million ending fund balance, of which \$16 million was cash in the county treasury as of June 30, 2009. Unfortunately the cash will be depleted quickly as the State defers payments to schools for 2009-10 to help maintain their own cash commitments.

The \$20.9 million ending fund balance is composed of:

- \$450,000 in revolving cash, prepaid expenditures and warehouse stores inventory, making these funds unavailable for budget allocation
- \$450,000 in Unrealized Gains of Investments (equity in the market that would not be realized unless we sold our investments, making them unavailable as well)
- \$2.7 million in unrestricted funds that is the result of the Legislature artificially increasing funding for 08-09 in order to restore the Proposition 98 funding guarantee; the Legislature immediately cut 09-10 by \$3 million so this represents, simply, a shift of funding between years which has a \$300,000 net loss for Chico USD
- \$2 million in unrestricted funds that remain designated for schools, programs, and one-time expenses that were not completed by the end of 2008-09; these dollars will be added to the

working budget during September and reflected as part of the expenses for 2009-10 at the First Interim Report

- \$6.3 million in restricted funds, including American Recovery and Reinvestment Act School Fiscal Stabilization Funds (ARRA - SFSF), MAA funds carried over in accord with the Employee/District MOU, Medi-Cal Collaborative funds for health related services, and other funds that remain restricted, legally, pursuant to grant restrictions. These dollars will be reallocated to be spent in 2009-10, other than \$2.2 M of ARRA-SFSF funds that will carryover to be spent on 2010-11
- \$9 million in unrestricted, undesignated reserves, reflecting 8.68% of budget

The improvement in the reserve level for 2008-09 is \$1.8 million dollars:

- \$800,000 was the result of capturing funds using the flexibility provisions approved by the State for certain categorical program dollars. These provisions are in place for the period of 2008-09 through 2012-13.
- \$470,000 is the result of "budget fall out" from unrestricted accounts, primarily the result of the budget freeze
- \$530,000 is the result of improvement in food services operations resulting in less support being needed from the General Fund. The food services program (Fund 13, Cafeteria Fund) has increased participation (meals served) and reduced costs consistently each year for the last three years, primarily due to changes enacted by the Quality Circle:
  - 2005-06 deficit was \$991,324
  - 2006-07 deficit was \$577,012
  - 2007-08 deficit was \$564,708
  - 2008-09 deficit was \$99,471

The district also proposes a revised 2009-10 budget for the following changes:

- Aligned to staffing for actual hires as of September, 2009; there are 9.3 FTE fewer certificated staff due to enrollment decline, and 3.45 additional FTE in classified staff due to special education positions added for the growing needs of those programs
- Reduction in the projected cost of health benefits for CUTA agreeing to the Red Plan effective Nov. 1<sup>st</sup>; savings of about \$700,000
- Reduction in Revenue Limit funds of \$3.3 million; \$3 million is a one-time cut enacted as part of the shift between years described above and \$300,000 is on-going for a change in the deficit factor applied to the per pupil funding amount.
- Projected reserve levels of 4.74% have improved to 7.21% for the 2009-10 school year, mostly as a result of the increased beginning balance

Multi Year Projections are in the process of being updated.

A separate and critical component of this Budget Update will also include the 2009-10 Cash Flow Projections. The district was unable to sell Tax Revenue Anticipation Notes (TRANS) and will come very close to running out of cash for the November, 2009 payroll. Following approval of the Budget Update, the Board will be asked to authorize mid-year internal borrowing from Fund 25 Facility Fee Fund to Fund 01, General Fund, for the purpose of payroll warrants if needed.

Recommendation: Approve 2008-09 Year End Unaudited Actual Financial Statement and 2009-10 Budget Revision #1 as presented.

**PROPOSED AGENDA ITEM: INTERFUND BORROWING**

☐ Consent  
☐ Information Only  
☒ Discussion / Action

Board Date: September 23, 2009

Prepared by: Jan Combes, Assistant Superintendent of Business Services

**Background Information**

Chico Unified School District has experienced financial challenges that are extremely exacerbated by the State of California's fiscal problem, putting a strain on cash flow and the ability to meet its monthly obligations. During the year the district receives income from a variety of federal, state and local sources. The monthly payroll is a fairly consistent expense of \$7.8 million per month. In any month that expenses exceed income, the district can experience a shortage of cash. The district's normal pattern is to run low on cash until November, and then in December, upon the receipt of property taxes, the cash position improves.

For 2009-10 the State has changed the percentage of payment of the portion of the revenue limit income that comes from the state each month, stretching it out over 14 months instead of 12. Only 74.5% of state aid revenue limit will be paid by June 30; the other 25.5% will be paid in July and August. This was necessary because the State is struggling with its own cash shortages due to the downturn of the California economy.

	BEFORE	NOW	BEFORE	NOW	Shortfall
Total Due:			\$ 39,661,062	\$ 39,661,062	
Paid in July	6%	1%	\$ 2,379,664	\$ 396,611	\$ (1,983,053)
Paid in Aug	12%	0%	\$ 7,138,991	\$ 396,611	\$ (6,742,381)
Paid in Sept	10%	9%	\$ 11,105,097	\$ 3,966,106	\$ (7,138,991)
Paid in Oct	8%	14%	\$ 14,277,982	\$ 9,518,655	\$ (4,759,327)
Paid in Nov	8%	4.50%	\$ 17,450,867	\$ 11,303,403	\$ (6,147,465)
Paid in Dec	8%	13%	\$ 20,623,752	\$ 16,459,341	\$ (4,164,412)
Paid in Jan	8%	13.50%	\$ 23,796,637	\$ 21,813,584	\$ (1,983,053)
Paid in Feb	13.10%	0.50%	\$ 28,992,236	\$ 22,011,889	\$ (6,980,347)
Paid in Mar	6.70%	9%	\$ 31,649,527	\$ 25,581,385	\$ (6,068,142)
Paid in April	6.70%	6%	\$ 34,306,819	\$ 27,961,049	\$ (6,345,770)
Paid in May	6.70%	4.50%	\$ 36,964,110	\$ 33,315,292	\$ (3,648,818)
Paid in June	6.70%	0%	\$ 39,661,062	\$ 29,745,797	\$ (9,915,266)
Paid in July		17.5%	\$ -	\$ 36,686,482	\$ (2,974,580)
Paid in Aug		8%	\$ -	\$ 39,661,062	\$ -

The proposed resolution is authorized by Education Code 42603 and allows the district to temporarily transfer money from one fund or account to another in order to meet the normal obligations of the district.

Amounts transferred shall be repaid either in the same fiscal year; or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year.

The district ended June, 2009 with a cash balance in Fund 25, Facility Fee Fund of \$9,363,851; these funds have not been allocated. They have been set aside for future growth projects, including building an elementary school on the Henshaw-Guynn property. Until that time comes, the funds are legally available for short term temporary borrowing. Borrowing would require that interest earned be returned along with the principal portion.

By passing this resolution, the Board authorizes Jan Combes to initiate a cash transfer, when necessary, to meet payroll and other fiscal obligations of the district. If needed prior to April 1, the transfer will need to be repaid by June 30, 2010. If borrowed after April 1, the loan would need to be repaid by June 30, 2011.

### Educational Implications

None

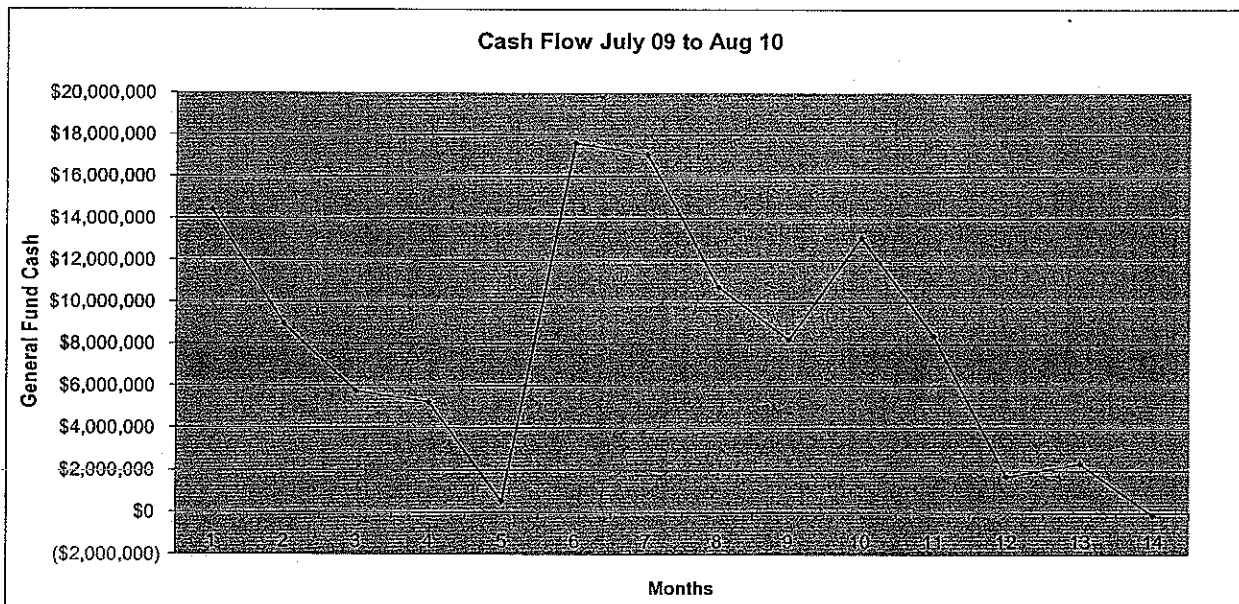
### Fiscal Implications

The authorization to temporarily transfer cash from another fund of the district will enable the district to meet its monthly cash flow needs to pay its obligations.

### Additional Information

Below is a chart of the cash flow in the General Fund that identifies which months the shortfalls are most likely to occur.

This cash flow chart will be updated for the Board three times this year in December, March and May as part of the Interim Financial Reports.



### Recommendation

Approve Resolution # 1088-09 to temporarily borrow funds on an as needed basis to meet District obligations.

RESOLUTION 1088-09

**RESOLUTION ON TEMPORARY BORROWING BETWEEN FUNDS**

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

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

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

**PASSED AND ADOPTED** at a regular meeting of the Governing Board of the Chico Unified School District of Butte County on September 23, 2009.

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Jann Reed, President

\_\_\_\_\_  
Dr. Kathy Kaiser, Vice President

\_\_\_\_\_  
Elizabeth Griffin, Clerk

\_\_\_\_\_  
Rick Rees, Member

\_\_\_\_\_  
Dr. Andrea Lerner Thompson, Member

**PROPOSED AGENDA ITEM: Public Disclosure and Approval of tentative agreement between CUSD and the Chico Unified Teachers Association (CUTA)**

Prepared by: Bob Feaster, Assistant Superintendent, Human Resources

- ☐ Consent
- ☐ Information Only
- ☒ Discussion/Action

Board Date: September 23, 2009

**Background Information:** The Chico Unified Teachers Association (CUTA) recently ratified a tentative agreement dealing with modifications to the Collective Bargaining Agreement (CBA) with the District. The tentative agreement was reached on August 27, 2009. This tentative agreement affects the following articles;

Article 8: Wages  
Article 9: Health and Welfare Benefits  
Article 12: Evaluation Procedures  
Article 19: Term

In addition to the above articles, the job description for "Junior High School Activities Position" was modified and agreed to.

Ratification by both parties will conclude bargaining for the 2008-09 school year.

**Educational Implications:**

Article 8 changes from 2 to 1, the number of release periods for Middle School Activity Advisors. This change will allow the District to once again offer the student government class at the junior high schools.

Article 12 adds language to the evaluation procedures that deals with the use of textbooks that require scripted teaching in regular education classrooms.

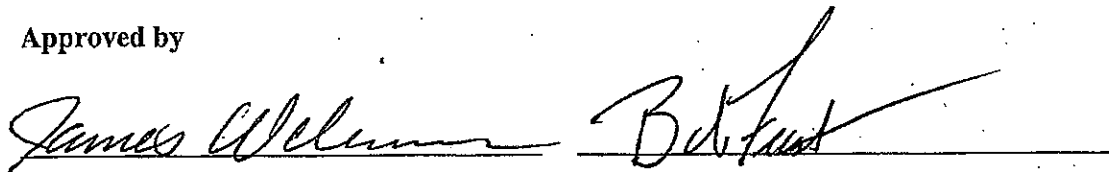
**Fiscal Implications**

The changes to Article 9 will move CUTA members from the Silver Plan for medical insurance to the Red Plan offered by the BSSP. The District will pay the full cost of the insurance premiums through the 2001-12 school year. This will save the District significant costs going forward and will keep CUTA members from having to pay any out of pocket costs for health insurance premiums thorough the 2001-12 school year. This agreement also extends from 5 to 10 years the amount of time that a CUTA member needs to work in the District in order to receive medical benefits to the age of 65 after retirement. This will affect only those members hired after October 1, 2009.



**Tentative Agreement Between**  
**Chico Unified School District**  
**And**  
**Chico Unified Teachers Association**  
**August 24, 2009**

Approved by

The image shows two handwritten signatures in black ink. The signature on the left is 'James Williams' and the signature on the right is 'Bob Feaster'. Both signatures are written over a horizontal line.

James Williams, CUTA Bargaining Chair    Bob Feaster, CUSD Assistant Superintendent

*JW*  
*8/27/09*

*BL*  
*8-27-09*

### Article 8 – Wages

8.1.3 Wages for the extra work days for counselors, athletic directors, and library media teachers described in Article 6 shall be at the rate of 1/183rd of said individual counselor's, athletic director's, or library media teacher's annual salary for each such extra work day performed at the District's request. Middle school/junior high school activities advisors shall be paid at the same rate 1/183rd for days worked outside of the regular school year at the District's request.

#### Schedule WEPM

Middle School Activities Advisor Assignment .034 per year + one release period

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8-27-09

## ARTICLE 9

### HEALTH AND WELFARE BENEFITS

#### 9.1 Coverage

No later than November 1, 2009, and extending through June 30, 2012, all unit members employed full or part time for the regular school year, along with eligible dependents and eligible retirees as defined herein, will be eligible for medical coverage as established and available through the BSSP-JPA Red Plan. Should the Red Plan no longer be available, CUTA and CUSD agree to immediately negotiate the impact and effect of such changes to provide an agreed upon plan.

Two CUTA bargaining subcommittee members shall be able to attend all BSSP-JPA meetings. Substitute costs and travel expenses shall be charged to bargaining. The District representative to the BSSP-JPA shall consult with CUTA's representatives to the BSSP-JPA prior to voting on any action items that may modify coverage. If the JPA-BSSP modifies coverage of the Red Plan, CUTA and CUSD agree to immediately negotiate the impact and effect of such changes.

- 9.1.1 For full-time regular school employees the District shall pay the actual cost of the Delta Dental Plan (including a claim limit to \$2,000 per person per year and including orthodontics for children only to a \$1,500 limit with 50/50 co-pay), the actual cost of the Vision Service Plan and the actual cost of the Provident Life and Accident Insurance Company life insurance plan.

- Revised August 2009 9.1.2 The maximum District contribution for full time regular employees, part time employee participants (as defined in 9.1.4 and 9.1.5) and retirees (as defined in 9.4, 9.5 and 9.6) shall be the premium rate charged by the BSSP-JPA for its Red Plan for years 2009/10 through 2011/12. Thereafter, the maximum District contribution will be the amount that the District pays for the Red Plan during the 2011-2012 school year for active employee participants and for retirees as specified in 9.1.3.

- 9.1.2.A CUTA and CUSD agree that Article 9 will not reopen for negotiation until 2011-2012 to be applicable for the 2012-2013 contract year, unless by mutual consent.

- Revised August 2009 9.1.3 Beginning with the coverage year 2012-2013 and subsequent years, fifty percent (50%) of any cost for Red Plan coverage referred to in 9.1 above in excess of the maximum District contribution as referred to in 9.1.2 above shall be and hereby is authorized to be paid by participating unit members through payroll deduction and by eligible retirees through direct payment to the District. The remaining fifty percent (50%) of any such cost shall be paid by the District.

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B/ 8-27-09

Renumbered  
2001-02

9.1.4 A unit member employed part-time for the school year will, by agreeing to pay a pro rata share of the premium, be provided with medical, dental, vision and life insurance (see pro rata premium rates in Section 9.1.5).

9.1.5 Pro-rata percentage of employees' monthly premium contribution rates for part-time unit members for the regular school year shall be based upon the District's contribution for full time unit member.<sup>1</sup>

## 9.2 Duration of Benefits

Revised  
May 2002

The benefits provided in this Article shall remain in effect as provided herein.

9.2.1 A unit member on paid leave from the District will be allowed to continue her/his existing level of medical, dental, vision and life insurance coverage as in Section 9.1 of this Article at the pro rata premium rates provided in this Article.

9.2.2 A unit member on unpaid leave from the District will be allowed to continue her/his existing level of medical, dental, vision and life insurance coverage as in Section 9.1 of this Article at the employee's expense. The premiums will be paid annually in advance or by monthly post-dated checks filed with the District.

9.2.3 If an employee's employment is terminated following the last working day of the regular school year, but before the first working day of the next school year, the employee will be entitled to have her/his existing level of medical, dental and vision coverage continue through the month of August. If the employee's employment is terminated at any other time, her/his existing level of medical, dental and vision coverage may be continued through the month of August at the employee's expense. The premiums will be paid annually in advance or by monthly post-dated checks filed with the District.

## 9.3 Medical Coverage for Long Term Illness

Unit members who are absent on account of illness and who have exhausted their accumulated sick leave shall receive the same medical insurance protection they received prior to the onset of illness, for a period not to exceed twelve (12) months from the date of exhaustion of the accumulated sick leave, or until the unit member qualifies for State Disability, whichever comes first.

## 9.4 Coverage for Retirees Between 50 and 55

Revised  
August  
2009

Any certificated employee who has served in the District as an employee for a minimum

<sup>1</sup>(As an example, if the actual contribution rate were \$700.00, a part-time employee teaching one (1) period would be entitled to payment as follows: \$103.80 (based upon 20% of the District's maximum contribution of \$519.00) plus \$18.10 (based upon 20% of the District's 50% contribution for the amount in excess of \$519.00).

*JW*  
*8/27/09*  
*BL 8-27-09*

of five (5) years, if hired before October 1, 2009, or ten (10) years if hired after that date, and who retires between the ages of 50 and 55, may continue to receive the existing medical, dental and/or vision insurance by paying the premiums to the District until he or she reaches the age of 55. At this time, the Chico Unified School District will pay the premiums for the medical insurance as per 9.5.

9.5 Coverage for Retirees Age 55 until Age 65

Revised  
August  
2009

- 9.5.1 To be eligible for retiree medical benefits, the retiree must:
- 9.5.1.A Have served in the District as an employee for a minimum of five (5) years. Unit members whose initial hire date is after October 1, 2009, must have served in the District a minimum of ten (10) years.
  - 9.5.1.B Be at least 55 years of age at the time of retirement;
  - 9.5.1.C Be actively serving as an employee or be on approved leave during the year prior to retirement;
  - 9.5.1.D Be currently enrolled in the CUSD medical plan in order to apply for extended medical coverage prior to the end of employment;
  - 9.5.1.E Qualify and be in the process of receiving retirement benefits under the State Teachers Retirement System (STRS) and/or the Public Employees Retirement System (PERS) for the year that she/he retires;
  - 9.5.1.F Be under 65 years of age in order to receive District-paid medical benefits. Exception to District payment shall be in cases of those retirees and eligible dependent(s) who have comparable medical insurance coverage or who qualify for Medicare. The intent of this benefit is to provide coverage until Medicare or some similar plan provides for it.

District-paid medical benefits for part-time employees who elect to continue medical insurance coverage upon retirement shall be paid on a basis equal to the proportional amount paid for the medical insurance during the last year of employment in the District. However, if the employee had served a minimum of five (5) years (ten years if hired after October 1, 2009) as a full-time employee prior to becoming a part-time employee, the insurance premium shall be paid by the District in accordance with 9.1.3.

9.6 Optional Coverage for Retirees Over 55

Revised  
May 2005

Any certificated employee who has served in the District as an employee for a minimum of five years and who retires between the ages of 55 and 65 may continue to receive dental and/or vision insurance in effect by paying the premiums to the District.

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9.7 Coverage for Retirees Over 65

Revised  
May 2000

- 9.7.1 Retired unit members over the age of 65 who have eligible dependents under 65 shall be entitled to medical and dental insurance protection in accordance with the plans in effect from time to time during this agreement. The premiums for said plans shall be fully paid by the retired unit member annually in advance or by twelve monthly post-dated checks furnished annually in advance to the District.
- 9.7.2 Unit members retiring effective June 30, 1988, during the 1988-89 school year and subsequent years who do not have Medicare coverage may participate in the following program: When a retiree reaches 65 years of age, the District shall contribute a maximum of \$200.00 per month on a dollar for dollar match for Medicare Plans A and B or successor Medicare plans. The District's maximum contribution shall be \$2400 per year.

9.8 Medical, Dental, and Vision Coverages Under Early Retirement Incentive Plan

Revised  
May 2002

The parties agree that this agreement herein supplants District Policy 4740, but leaves in effect District policy 4475.

9.9 Yearly Printout

The District shall provide each unit member an updated printout of all payroll deductions and the number of days of accumulated sick leave annually. The date of the printout need not be the same for each unit member.

*JW*  
*8/27/09*  
*Bl-8-27-09*

**Article 12.2**

The District will not mandate the use of any textbook that requires scripted teaching for regular education classroom use unless so recommended by the textbook adoption committee. Any textbook adoption committee shall include at least one representative appointed by CUTA.

**Article 19 - Term**

19.1 The term of this agreement shall continue to be three (3) years through the automatic extension of this agreement by an additional year when the first year expires within any subsequent three-year time frame, unless either party gives written notice of termination of this automatic extension clause not later than July 31 of any year beginning July 31, 2003. The Agreement shall automatically expire three (3) years from the August 31 next following date of service of the written notice. This paragraph shall be severed without effect on any other provision, in the event it is not in accordance with California Law.

19.2 The term of the Agreement shall be extended through August 31, 2012 with re-openers as follows:

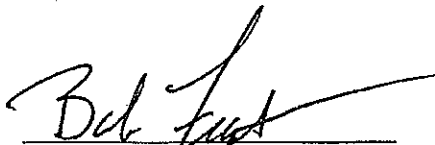
*Revised  
August 2009*

19.2.1 2009-2010 and 2010-2011-Article 8 and one other re-opener from each party excluding Article 9 unless by mutual consent or by the terms set forth in Article 9.1.2.A.

19.2.2 2011-2012 - Article 8, Article 9, and one other reopener from each party.

In addition, either party may reopen negotiations during the term of the agreement to negotiate mandatory topics of bargaining specifically related to the provisions of the No Child Left Behind Act and school closures subject to the MOU between the parties.

19.3 To the extent permitted by law, the term shall continue thereafter until altered by negotiation as provided in Article 15, Negotiation Procedures, or until terminated by written notice by either party, as provided herein. The extension of this term shall also include the extension of any previously signed addendums and side agreements except as otherwise amended.

  
For CUSD Bob Feaster

  
For CUTA James Williams

August 27, 2009  
Date

August 27, 2009



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

*JW*  
*8/27/09*  
*Bl*  
*8.27.09*

**JOB DESCRIPTION**  
**JUNIOR HIGH STUDENT ACTIVITIES POSITION**

**Brief Description of Position**

Provides service, direction and coordination for the multitude of co-curricular events, organizations and activities within and related to the junior high school program.

**Major Duties and Responsibilities**

1. Directs the development of the Master Activities Calendar.
2. Supervises assemblies and rallies including selection of programs with students, scheduling and production.
3. Supervises ASB general elections and class elections including scheduling and implementation.
4. Supervises student dances.
5. Promotes and develops club and organization programs, including assisting sponsors, scheduling activities, and coordination with other activities and chartering.
6. Directs and promotes a program of speakers and programs.
7. Supervises, directs or assists with charity drives.
8. Supervises ASB equipment and supplies, including inventory control, storage and proper use and requests for replacement and repair as needed.
9. Assists in the administration of student finance, including developing and administering ASB budget, money raising projects and promotion and sales of ASB cards.
10. Develop and deliver a comprehensive leadership curriculum that examines the qualities of leaders, develops these qualities in students and provides opportunities for application through events and activities.

**Supervision Exercised or Received**

Under the immediate direction of the site administrator/designee.

**POSITION QUALIFICATIONS**

**Minimum Qualifications**

1. **Credential**-Any valid credential issued by the State of California to perform the services of a teacher in grades 7-12.
2. **Education**-Bachelor's degree, including all courses needed to meet credential requirements.
3. **Experience**-Two years of full-time teaching experience.
4. **Personal Qualities**-Appearance, grooming and personality that establish a desirable example for students. Ability to meet district standards for physical and mental health. Better than average recommendations from student teaching supervisors or other professionals who have observed the personal characteristics, scholastic attainment and classroom performance of the teacher.

# PUBLIC DISCLOSURE FORM

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and GC 3547.5 and 3540.2

## Chico Unified School District

Bargaining/Represented Unit: Chico Unified Teachers Association (CUTA)

Certificated ☒

Classified ☐

The proposed agreement covers the period beginning July 1, 2008 and ending June 30, 2009

It will be acted upon by the District Governing Board at the meeting on Sept. 23, 2009

### A. Proposed Change in Compensation

Compensation	Cost prior to Proposed Agreement	Fiscal Impact of Proposed Agreement		
		2009-10 Decrease to cost	2010-11 Decrease to cost	2011-12 Decrease to cost
1. Salary Schedule (This is to include Step and Column.)	\$40,288,042		-	-
2. Other Compensation Changes to Stipends, Bonuses, Longevity, O/T, Differential, etc.	\$167,544	\$0	\$0	\$0
Description of "Other Compensation"		60 Periods at 1/7 of Per Diem for Pay for Prep Time on Emergency basis when called to Sub	61 Periods at 1/7 of Per Diem for Pay for Prep Time on Emergency basis when called to Sub	62 Periods at 1/7 of Per Diem for Pay for Prep Time on Emergency basis when called to Sub
3. Statutory Benefits STRS, PERS, FICA, WC, UI, Medicare, etc. (12.909%)	\$5,222,412	\$0	\$0	\$0
4. Health and Welfare Plans 617.91 FTE x \$12,326/yr	\$7,616,359	(\$693,035)	(\$1,034,381)	(\$1,034,381)
5. Total Compensation (Add Items 1 thru 4)	\$53,294,356	(\$693,035)	(\$1,034,381)	(\$1,034,381)
Percentage Change		-1.30%	-1.94%	-1.94%

### B. Average Cost of Compensation per Employee

6. Total Number of Represented Employees (618 FTE as of Aug 09)	618.00	618	618	618
7. Total compensation Cost for Average Employee	\$86,237	(\$1,121)	(\$1,674)	(\$1,674)

### C. Change to Fund Balance

8. Ending Fund Balance Projected in June 24, 2009 Adopted Budget		\$7,314,203	\$408,805	(\$7,553,829)
9. Fund Balance Following Agreement		\$8,007,238	\$2,136,222	(\$4,792,031)
10. Improved Fund Balance		\$693,035	\$1,727,417	\$2,761,798
11. Portion from ARRA Funds carried over for 2011-12		\$2,374,522	\$0	\$0
12. Required 3% Reserve		\$2,977,847	\$3,013,568	\$3,076,206
13. Amount Above or (Below) required Reserve Level		\$2,654,869	(\$877,346)	(\$7,868,237)

Disclosure of Collective Bargaining Agreement

Page 2

7.3.1

Page 12 of 14

12. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what was the percentage increase given, what is the effective date of the increase, and what is the annualized percentage increase?

ARTICLE 9 HEALTH AND WELFARE BENEFITS

Under terms of the existing agreement CUTA members are provided with the Silver Plan, a 100% paid plan after a \$100/\$300 deductible are met. For 2009-10 CUTA members had a \$20.50 payroll deduction towards the cost of this plan, which rose from \$807 per month in 08-09 to \$926 per month in 2009-01.

Effective November 1, the Agreement specifies that CUTA members will be provided with the Red Plan. The Red Plan provides coverage at 90% up to a maximum per person out of pocket cost of \$500/year.

Under terms of the agreement, CUSD will pay for the full cost of the Red Plan, whatever that might be, for 2009-10 (effective Oct 1 for 75% of the school year, and for 2010-11 and 2011-12.

Health and Welfare benefits negotiations will re-open in 2011-12 for the 2012-13 school year. If no other agreement is reached, the District and CUTA will each share in 50% of any increase above the cost of the Red Plan for 2011-12.

This provides a savings projected of \$139.50 per month per employee for October - June of 2009-10

The Multi Year Projection assumptions builds in an automatic 8% increase based on the Silver Plan, which is sufficient to cover a 9% increase in the Red Plan for 2010-11 and 2011-12

13. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain)

The salary schedule was not changed, but the MOU for MAA was reinstated for 2009-10 only.

MAA funds are separate and distinct and are not budgeted until received so no impact on budget.

14. Proposed negotiated changes in non-compensation items (e.g., class size adjustments, staff development days, teacher prep time, etc.)

In Article 12.2 language is provided that defines the following:

"The District will not mandate the use of any textbook that requires scripted teaching for regular education classroom use unless so recommended by the textbook adoption committee. Any textbook adoption committee shall include at least one representative appointed by CUTA." It was noted in the negotiations process that this committee was voluntarily with no stipend or paid release time provided.

In Article 8, WAGES: CUTA members who serve as in the capacity of Junior High School Activity Directors will be provided with one release period instead of two. They will teach Leadership Class, be provided with their normal prep period and one other release period and they will teach 2 other periods.

There are not budget savings related to this change at this time as the District eliminated Leadership Class until this issue was resolved in negotiations.

15. What contingency language is included in the proposed agreement (i.e., re-openers, etc.)?

Health Benefits will not re-open for negotiation until in 2011-12 to be applicable for 2012-13, except by mutual consent.

Source of Funding for Proposed Agreement

This section not applicable; no increase in cost

Current Year:

- ☐ Funding was included in adopted budget  
☐ Funding will come from designated reserves  
☐ Funding will come from: \_\_\_\_\_

Second Year:

- ☐ Funding was included in adopted budget  
☐ Funding will come from designated reserves  
☐ Funding will come from: \_\_\_\_\_

Third Year:

- ☐ Funding was included in adopted budget  
☐ Funding will come from designated reserves  
☐ Funding will come from: \_\_\_\_\_

CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COST OF  
COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the district Superintendent and Chief Business Officer  
at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent  
and Chief Business Officer of Chico Unified School District (District),  
hereby certify that the District can meet the costs incurred under the Collective Bargaining  
Agreement between the District and the Chico Unified Teachers Association  
Bargaining Unit, during the term of the agreement from 7/1/2008 to 6/30/2009.

The budget revisions necessary to meet the costs of the agreement in each year of its term are  
as follows:

Reduce Health and Welfare costs by \$689,622 for 2009-10

Reduce cost for Health/Welfare in Multi Year Projection for 2011-12 and 2012-13 by

\$1,034,381 per year assuming that the Red Plan does not increase by more than 9% per year

N/A      (No budget revisions necessary)

\_\_\_\_\_  
District Superintendent  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Business Officer  
(Signature)

\_\_\_\_\_  
Date

CERTIFICATION NO. 2: CERTIFICATION OF ACCEPTANCE BY BOARD OF PROPOSED  
COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

\_\_\_\_\_  
District Superintendent (or Designee)  
(Signature)

\_\_\_\_\_  
23-Sep-09  
Date

\_\_\_\_\_  
Jan Combes, Assistant Superintendent Business  
Contact Person

\_\_\_\_\_  
530-891-3000 ext 112  
Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on 23-Sep-09, took action to approve the proposed Agreement with the Chico Unified Teachers Association (CUTA) Bargaining Unit.

\_\_\_\_\_  
President (or Clerk), Governing Board  
(Signature)

\_\_\_\_\_  
Date

**Special Note:** The Butte County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

PROPOSED AGENDA ITEM: Resolution #1082-09/Elimination of Classified Services <sup>7.3.2</sup> <sub>Page 1 of 3</sub>

Prepared by: Bob Feaster, Assistant Superintendent, Human Resources

- ☐ Consent
- ☐ Information Only
- ☒ Discussion/Action

Board Date: September 23, 2009

**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.

**Recommendation:**

Approval of resolution #1082-09

**RESOLUTION 1082-09  
RESOLUTION OF THE GOVERNING BOARD  
OF THE CHICO UNIFIED SCHOOL DISTRICT**

**ELIMINATION OF CLASSIFIED SERVICES AND  
ORDERING LAYOFFS IN THE CLASSIFIED SERVICE  
FOR THE 2009-2010 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 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
Cafeteria Cook Mgr 1	1.000	CHS/Nutrition
IA-Bilingual	.5000	McManus/Categorical
IA-Special Ed	.8750	PVHS/Special Ed
IA-Special Ed	.8125	PVHS/Special Ed
IPS-Classroom	.2500	Loma Vista/Special Ed
IPS-Classroom	.2500	Loma Vista/Special Ed
IPS-Classroom	.2500	Loma Vista/Special Ed
IPS-Classroom	.2500	Loma Vista/Special Ed
IPS-Classroom	.2500	Loma Vista/Special Ed
IPS-Classroom	.2500	Hooker Oak/Special Ed
IPS-Classroom	.2500	Loma Vista/Special Ed
IPS-Classroom	.2500	Hooker Oak/Special Ed
Office Asst	.1250	AFC/Categorical

WHEREAS the District and the California School Employees Association, Chico Chapter 110 (CSEA) executed a Collective Bargaining Agreement (Agreement) effective July 1, 2007 through November 15, 2010. 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 September 23, 2009.

AYES:  
NOES:  
ABSTENTIONS:  
ABSENT:

DATED this 23<sup>rd</sup> day of September, 2009.

---

Clerk of the Governing Board of the  
Chico Unified School District



**TITLE: Proposed Agenda Item**

Resolution per Education Code 44258.2-Resolution 1084-09

To allow Junior High teachers with a Single Subject credential to teach outside their credential area based on appropriate coursework.

Action: ☒

Consent: ☐

Information: ☐

September 23, 2009

Prepared by: Bob Feaster, Assistant Superintendent-Human Resources

**Background Information**

Per Education Code 44258.2: "The holder of a single subject teaching credential or a standard secondary teaching credential may, with his or her consent, be assigned by action of the local governing board to teach classes in grades 5 to 8, inclusive, in a middle school, if he or she has a minimum of 12 semester units, or six upper division or graduate units, of coursework at an accredited institution in the subject to which he or she is assigned."

The following credentialed teachers have met the requirements for authorization within Education Code 44258.2 to teach in a departmentalized classroom and have a teacher consent form on file:

**John Wirt to teach Physical Science at Bidwell Junior High**

**Educational Implications**

Ensuring that individuals meet the Education Code requirements for credentials helps provide an excellent education for students.

**Fiscal Implications**

Not applicable.

**Additional Information**

Available in the Office of the Assistant Superintendent-Human Resources

**Recommendation**

Approve Resolution #1084-09

**CHICO UNIFIED SCHOOL DISTRICT**  
1163 East Seventh Street  
Chico, California 95928-5999

**RESOLUTION NO. 1084-09**  
**Education Code §44258.2**

**WHEREAS**, the following teacher holds a single subject or standard secondary teaching credential and has twelve semester units or six upper division or graduate semester units in the listed subject; and

**WHEREAS**, approval to teach a partial assignment in a departmentalized class in grades five to eight inclusive in a middle school must be granted by resolution of the governing board of the district;

**NOW, THEREFORE, BE IT RESOLVED** that the following teacher is authorized to teach the single subject class listed at the designated school in accordance with the terms of his credential:

John Wirt to teach Physical Science at Bidwell Junior High

**PASSED AND ADOPTED** by the Board of Trustees of the Chico Unified School District at its regular meeting held on **September 23, 2009**, by the following vote:

**AYES:**

\_\_\_\_\_  
President

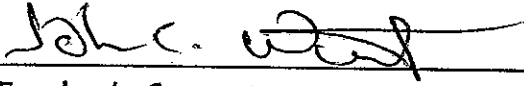

**NOES:**

**ABSENT:**

**DISTRIBUTION:** Board Minutes; County Office; District Personnel

## TEACHER CONSENT FORM

PURPOSE: Pursuant to the Education Code, provides written documentation that the District obtained the teacher's consent prior to making assignments outside of the teacher's current credential authorization.

TEACHER <u>John Wirt</u>	
DISTRICT <u>Chico Unified</u>	SCHOOL <u>Bidwell Junior High</u>
SITE ADMINISTRATOR <u>Brian Boyer, Principal</u>	
ASSIGNMENT <u>Physical Science</u>	GRADE LEVEL <u>7-8</u>
LEGAL AUTHORIZATION PER ED. CODE <u>44258.2</u>	
ASSIGNMENT DATES: From: <u>7/1/2009</u> To: <u>6/30/2010</u>	
 Teacher's Consent	<u>8/19/09</u> Date
 Site Administrator's Signature	<u>8/19/09</u> Date

EC 44258.2 states that the holder of a Single Subject or Standard Secondary Teaching Credential may, with his or her consent, be assigned by action of the local governing board to teach classes in grades 5 through 8 in a middle school, provided that the teacher has a minimum of twelve semester units, or six upper division or graduate semester units, of course work at an accredited institution in the subject to be taught.

cc: Personnel File

c:/word/credentials/assignment monitoring

**TITLE: Proposed Agenda Item**

7.3.4  
Page 1 of 8

Resolution per Education Code 44263-Resolution 1085-09

To allow a credentialed teacher to teach any single subject class based on appropriate coursework.

Action: ☒

Consent: ☐

Information: ☐

September 23, 2009

Prepared by: Bob Feaster, Assistant Superintendent-Human Resources

**Background Information**

Per Education Code 44263: "A teacher licensed pursuant to the provisions of this article may be assigned, with his or her consent, to teach any single subject class in which he or she has eighteen semester hours of coursework or nine semester hours of upper division or graduate coursework."

The following credentialed teachers have met the requirements for authorization within Education Code 44263 to teach in a departmentalized classroom and have a teacher consent form on file:

Alvistur, Jason to teach Physical Education at Chico High School  
Barber, Ray to teach Physics at Pleasant Valley High School  
Charles Copeland to teach History at Pleasant Valley High School  
Christine Fisher to teach Dance Performance at Pleasant Valley High School  
Hopkins, Cynthia to teach Photography 2 at Pleasant Valley High School  
Ryan Parker to teach History at Pleasant Valley High School

**Educational Implications**

Ensuring that individuals meet the Education Code requirements for credentials helps provide an excellent education for students.

**Fiscal Implications**

Not applicable.

**Additional Information**

Available in the Office of the Assistant Superintendent-Human Resources

**Recommendation**

Approve Resolution #1085-09

**CHICO UNIFIED SCHOOL DISTRICT**  
1163 East Seventh Street  
Chico, California 95928-5999

**RESOLUTION NO. 1085-09**  
Education Code §44263

**WHEREAS**, the following teachers are the holders of a valid teaching credential and have completed eighteen semester hours of course work or nine semester hours of upper division or graduate coursework in a single subject; and

**WHEREAS**, approval to teach in the designated subject area must be granted by resolution of the governing board of the district on a yearly basis;

**NOW, THEREFORE, BE IT RESOLVED** that the following teachers are authorized to teach the single subject class listed at the designated schools in accordance with the terms of their respective credentials:

Jason Alvistur to teach Physical Education at Chico High School  
Ray Barber to teach Physics at Pleasant Valley High School  
Charles Copeland to teach History at Pleasant Valley High School  
Christine Fisher to teach Dance Performance at Pleasant Valley High School  
Cynthia Hopkins to teach Photography 2 at Pleasant Valley High School  
Ryan Parker to teach History at Pleasant Valley High School

**PASSED AND ADOPTED** by the Board of Trustees of the Chico Unified School District at its regular meeting held September 23, 2009, by the following vote:

**AYES:**

\_\_\_\_\_  
President

**NOES:**

**ABSENT:**

**DISTRIBUTION:** Board Minutes; County Office; District Personnel

## TEACHER CONSENT FORM

PURPOSE: Pursuant to the Education Code, provides written documentation that the District obtained the teacher's consent prior to making assignments outside of the teacher's current credential authorization.

TEACHER Jason Alvistur

DISTRICT Chico Unified

SCHOOL Chico High School

SITE ADMINISTRATOR Jim Hanlon, Principal

ASSIGNMENT PE

GRADE LEVEL 9-12

LEGAL AUTHORIZATION PER ED. CODE 44263

ASSIGNMENT DATES: From: 7/1/2009

To: 6/30/2010

Alv

8/31/09

Teacher's Consent

Date

Jim Hanlon

8/31/09

Site Administrator's Signature

Date

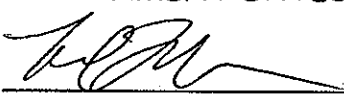
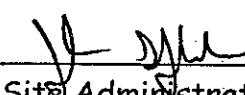
EC 44263 allows the holder of a teaching credential to serve, by resolution of the governing board and with the consent of the teacher, in a departmentalized class if the teacher has completed eighteen semester units of course work, or nine semester units of upper division or graduate course work, in the subject to be taught.

cc: Personnel File

c:/word/credentials/assignment monitoring

## TEACHER CONSENT FORM

PURPOSE: Pursuant to the Education Code, provides written documentation that the District obtained the teacher's consent prior to making assignments outside of the teacher's current credential authorization.

TEACHER <u>Ray Barber</u>	
DISTRICT <u>Chico Unified</u>	SCHOOL <u>Pleasant Valley High School</u>
SITE ADMINISTRATOR <u>John Shepherd, Principal</u>	
ASSIGNMENT <u>Physics</u>	GRADE LEVEL <u>9-12</u>
LEGAL AUTHORIZATION PER ED. CODE <u>44263</u>	
ASSIGNMENT DATES: From: <u>7/1/2009</u> To: <u>6/30/2010</u>	
 Teacher's Consent	<u>9/3/09</u> Date
 Site Administrator's Signature	<u>9/3/09</u> Date

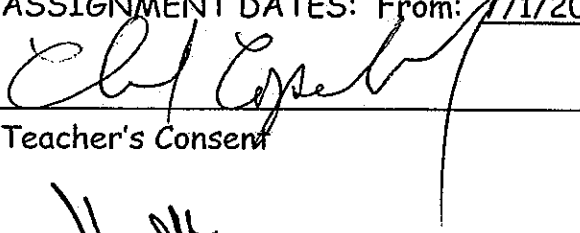
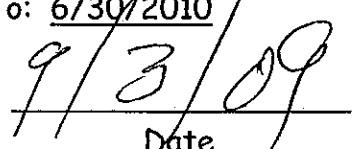
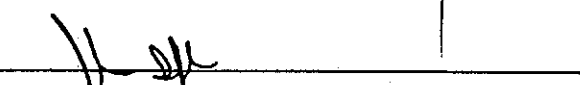
EC 44263 allows the holder of a teaching credential to serve, by resolution of the governing board and with the consent of the teacher, in a departmentalized class if the teacher has completed eighteen semester units of course work, or nine semester units of upper division or graduate course work, in the subject to be taught.

cc: Personnel File

c:/word/credentials/assignment monitoring

## TEACHER CONSENT FORM

PURPOSE: Pursuant to the Education Code, provides written documentation that the District obtained the teacher's consent prior to making assignments outside of the teacher's current credential authorization.

TEACHER <u>Charles Copeland</u>	
DISTRICT <u>Chico Unified</u>	SCHOOL <u>Pleasant Valley High School</u>
SITE ADMINISTRATOR <u>John Shepherd, Principal</u>	
ASSIGNMENT <u>Social Science</u>	GRADE LEVEL <u>12</u>
LEGAL AUTHORIZATION PER ED. CODE <u>44263</u>	
ASSIGNMENT DATES: From: <u>7/1/2009</u> To: <u>6/30/2010</u>	
 Teacher's Consent	 Date
 Site Administrator's Signature	<u>7/3/09</u> Date

EC 44263 allows the holder of a teaching credential to serve, by resolution of the governing board and with the consent of the teacher, in a departmentalized class if the teacher has completed eighteen semester units of course work, or nine semester units of upper division or graduate course work, in the subject to be taught.

cc: Personnel File

c:/word/credentials/assignment monitoring



## TEACHER CONSENT FORM

PURPOSE: Pursuant to the Education Code, provides written documentation that the District obtained the teacher's consent prior to making assignments outside of the teacher's current credential authorization.

TEACHER Christina Fisher

DISTRICT Chico Unified

SCHOOL Pleasant Valley High School

SITE ADMINISTRATOR John Shepherd, Principal

ASSIGNMENT Dance Performance GRADE LEVEL 9-12

LEGAL AUTHORIZATION PER ED. CODE 44263

ASSIGNMENT DATES: From: 7/1/2009

To: 6/30/2010

Christina Fisher

Teacher's Consent

9/9/09  
Date

J. Shepherd

Site Administrator's Signature

9/3/09  
Date

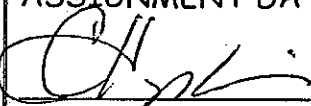
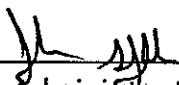
EC 44263 allows the holder of a teaching credential to serve, by resolution of the governing board and with the consent of the teacher, in a departmentalized class if the teacher has completed eighteen semester units of course work, or nine semester units of upper division or graduate course work, in the subject to be taught.

cc: Personnel File

c:/word/credentials/assignment monitoring

## TEACHER CONSENT FORM

PURPOSE: Pursuant to the Education Code, provides written documentation that the District obtained the teacher's consent prior to making assignments outside of the teacher's current credential authorization.

TEACHER <u>Cynthia Hopkins</u>	
DISTRICT <u>Chico Unified</u>	SCHOOL <u>Pleasant Valley High School</u>
SITE ADMINISTRATOR <u>John Shepherd, Principal</u>	
ASSIGNMENT <u>Photography 2</u>	GRADE LEVEL <u>11/12</u>
LEGAL AUTHORIZATION PER ED. CODE <u>44263</u>	
ASSIGNMENT DATES: From: <u>7/1/2009</u> To: <u>6/30/2010</u>	
 Teacher's Consent	<u>9/3/09</u> Date
 Site Administrator's Signature	<u>9/3/09</u> Date

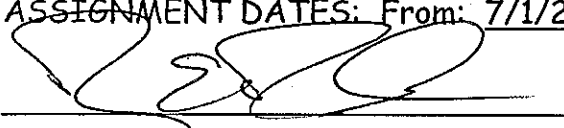
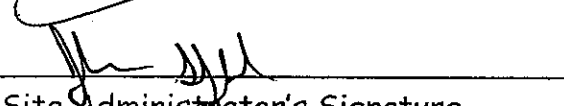
EC 44263 allows the holder of a teaching credential to serve, by resolution of the governing board and with the consent of the teacher, in a departmentalized class if the teacher has completed eighteen semester units of course work, or nine semester units of upper division or graduate course work, in the subject to be taught.

cc: Personnel File

c:/word/credentials/assignment monitoring

## TEACHER CONSENT FORM

PURPOSE: Pursuant to the Education Code, provides written documentation that the District obtained the teacher's consent prior to making assignments outside of the teacher's current credential authorization.

TEACHER <u>Ryan Parker</u>	
DISTRICT <u>Chico Unified</u>	SCHOOL <u>Pleasant Valley</u>
SITE ADMINISTRATOR <u>John Shepherd, Principal</u>	
ASSIGNMENT <u>History</u>	GRADE LEVEL <u>9-12</u>
LEGAL AUTHORIZATION PER ED. CODE <u>44263</u>	
ASSIGNMENT DATES: From: <u>7/1/2009</u> To: <u>6/30/2010</u>	
 Teacher's Consent	<u>9/4/09</u> Date
 Site Administrator's Signature	<u>9/3/09</u> Date

EC 44263 allows the holder of a teaching credential to serve, by resolution of the governing board and with the consent of the teacher, in a departmentalized class if the teacher has completed eighteen semester units of course work, or nine semester units of upper division or graduate course work, in the subject to be taught.

cc: Personnel File

**TITLE: Proposed Agenda Item**

Resolution per Education Code 44256(b)-Resolution 1086-09

To allow teachers with a Multiple Subject credential to teach a specific subject below grade 9.

Action: ☒

Consent: ☐

Information: ☐

September 23, 2009

Prepared by: Bob Feaster, Assistant Superintendent-Human Resources

**Background Information**

Per Education Code 44256(b): "The governing board of a school district by resolution may authorize the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class or group of students below grade 9 provided that the teacher has completed at least twelve semester units or six upper division or graduate units, of coursework at an accredited institution in each subject to be taught." The authorization shall be with the teacher's consent.

The following teachers have met the requirements within Education Code 44256(b) to teach in a departmentalized setting and have a teacher consent form on file:

Wendy Aviles to teach Elementary Fine Arts  
Julie Cardinet to teach Elementary Fine Arts  
Kate Carlisle to teach Elementary PE/Health  
Cheryl Connolly to teach Elementary PE/Health  
Richard Cross to teach Elementary PE/Health  
Rita Dane to teach English at Bidwell Junior High  
Kerry Kelly to teach Elementary PE/Health  
Bonnie Parkin to teach Elementary Fine Arts  
Roland Resendez to teach Elementary Fine Arts  
Lucille Smith to teach Elementary Fine Arts

**Educational Implications**

Ensuring that individuals meet the Education Code requirements for credentials helps provide an excellent education for students.

**Fiscal Implications**

Not applicable.

**Additional Information**

Available in the Office of the Assistant Superintendent-Human Resources

**Recommendation**

Approve Resolution #1086-09

**CHICO UNIFIED SCHOOL DISTRICT**  
1163 East Seventh Street  
Chico, California 95928-5999

**RESOLUTION NO. 1086-09**  
**Education Code §44256 (b)**

**WHEREAS**, the following teacher(s) holds a multiple subject or standard elementary teaching credential and has twelve semester units or six upper division or graduate semester units in the listed subject; and

**WHEREAS**, approval to teach a partial assignment in a departmentalized class below grade nine must be granted by resolution of the governing board of the district;

**NOW, THEREFORE, BE IT RESOLVED** that the following teacher is authorized to teach the single subject class listed at the designated school in accordance with the terms of his credential:

Wendy Aviles to teach Elementary Fine Arts  
Julie Cardinet to teach Elementary Fine Arts  
Kate Carlisle to teach Elementary PE/Health  
Cheryl Connolly to teach Elementary PE/Health  
Richard Cross to teach Elementary PE/Health  
Rita Dane to teach English at Bidwell Junior High  
Kerry Kelly to teach Elementary PE/Health  
Bonnie Parkin to teach Elementary Fine Arts  
Roland Resendez to teach Elementary Fine Arts  
Lucille Smith to teach Elementary Fine Arts

**PASSED AND ADOPTED** by the Board of Trustees of the Chico Unified School District at its regular meeting held on **September 23, 2009**, by the following vote:

**AYES:**

\_\_\_\_\_  
President

**NOES:**

**ABSENT:**

**DISTRIBUTION:** Board Minutes; County Office; District Personnel

C:\WORD\CREDENTIAL MONITOR\RESOLUTION 6-12

## TEACHER CONSENT FORM

PURPOSE: Pursuant to the Education Code, provides written documentation that the District obtained the teacher's consent prior to making assignments outside of the teacher's current credential authorization.

TEACHER Wendy Aviles

DISTRICT Chico Unified

SCHOOL Elementary

SITE ADMINISTRATOR Joanne Parsley

ASSIGNMENT Elementary Fine Arts GRADE LEVEL Elementary

LEGAL AUTHORIZATION PER ED. CODE 44256(b)

ASSIGNMENT DATES: From: 7/1/2009

To: 6/30/2010

Wendy L. Aviles

8/31/09

Teacher's Consent

Date

Joanne Parsley

8-31-09

Site Administrator's Signature

Date

EC 44256 (b) allows, by resolution of the governing board, the holder of a Multiple Subject or Standard Elementary Credential to teach, with his or her consent, any subject in departmentalized classes below grade 9 if the teacher has completed 12 lower or 6 upper division or graduate semester units of coursework at an accredited institution, in the subject to be taught.

## TEACHER CONSENT FORM

PURPOSE: Pursuant to the Education Code, provides written documentation that the District obtained the teacher's consent prior to making assignments outside of the teacher's current credential authorization.

TEACHER Julie Cardinet

DISTRICT Chico Unified

SCHOOL Elementary

SITE ADMINISTRATOR Carolyn Adkisson

ASSIGNMENT Elementary Fine Arts GRADE LEVEL Elementary

LEGAL AUTHORIZATION PER ED. CODE 44256(b)

ASSIGNMENT DATES: From: 7/1/2009 To: 6/30/2010

Julie S. Cardinet  
Teacher's Consent

5/19/2009  
Date

Carolyn Adkisson  
Site Administrator's Signature

5/20/09  
Date

EC 44256 (b) allows, by resolution of the governing board, the holder of a Multiple Subject or Standard Elementary Credential to teach, with his or her consent, any subject in departmentalized classes below grade 9 if the teacher has completed 12 lower or 6 upper division or graduate semester units of coursework at an accredited institution, in the subject to be taught.

cc: Personnel File

c:/word/credentials/assignment monitoring

## TEACHER CONSENT FORM

PURPOSE: Pursuant to the Education Code, provides written documentation that the District obtained the teacher's consent prior to making assignments outside of the teacher's current credential authorization.

TEACHER Kate Carlisle

DISTRICT Chico Unified

SCHOOL Elementary Schools

SITE ADMINISTRATOR Carolyn Adkisson

ASSIGNMENT Elementary PE Spec GRADE LEVEL Elementary

LEGAL AUTHORIZATION PER ED. CODE 44256(b)

ASSIGNMENT DATES: From: 7/1/2009

To: 6/30/2010

Kate Carlisle  
Teacher's Consent

5/19/09  
Date

Carolyn Adkisson  
Site Administrator's Signature

5/20/09  
Date

EC 44256 (b) allows, by resolution of the governing board, the holder of a Multiple Subject or Standard Elementary Credential to teach, with his or her consent, any subject in departmentalized classes below grade 9 if the teacher has completed 12 lower or 6 upper division or graduate semester units of coursework at an accredited institution, in the subject to be taught.

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## TEACHER CONSENT FORM

PURPOSE: Pursuant to the Education Code, provides written documentation that the District obtained the teacher's consent prior to making assignments outside of the teacher's current credential authorization.

TEACHER Cheryl Connolly

DISTRICT Chico Unified

SCHOOL Elementary Schools

SITE ADMINISTRATOR Joanne Parsley

ASSIGNMENT Elem PE/Health Spec GRADE LEVEL Elementary

LEGAL AUTHORIZATION PER ED. CODE 44256(b)

ASSIGNMENT DATES: From: 7/1/2009

To: 6/30/2010

Cheryl Connolly  
Teacher's Consent

8-29-09  
Date

Joanne Parsley  
Site Administrator's Signature

8-29-09  
Date

EC 44256 (b) allows, by resolution of the governing board, the holder of a Multiple Subject or Standard Elementary Credential to teach, with his or her consent, any subject in departmentalized classes below grade 9 if the teacher has completed 12 lower or 6 upper division or graduate semester units of coursework at an accredited institution, in the subject to be taught.

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## TEACHER CONSENT FORM

PURPOSE: Pursuant to the Education Code, provides written documentation that the District obtained the teacher's consent prior to making assignments outside of the teacher's current credential authorization.

TEACHER Richard Cross

DISTRICT Chico Unified

SCHOOL Elementary Schools

SITE ADMINISTRATOR Carolyn Adkisson

ASSIGNMENT Elementary PE Spec GRADE LEVEL Elementary

LEGAL AUTHORIZATION PER ED. CODE 44256(b)

ASSIGNMENT DATES: From: 7/1/2009

To: 6/30/2010

Richard A Cross  
Teacher's Consent

5-18-09

Date

Carolyn Adkisson  
Site Administrator's Signature

5/20/09

Date

EC 44256 (b) allows, by resolution of the governing board, the holder of a Multiple Subject or Standard Elementary Credential to teach, with his or her consent, any subject in departmentalized classes below grade 9 if the teacher has completed 12 lower or 6 upper division or graduate semester units of coursework at an accredited institution, in the subject to be taught.

cc: Personnel File

c:/word/credentials/assignment monitoring

## TEACHER CONSENT FORM

PURPOSE: Pursuant to the Education Code, provides written documentation that the District obtained the teacher's consent prior to making assignments outside of the teacher's current credential authorization.

TEACHER <u>Rita Dane</u>	
DISTRICT <u>Chico Unified</u>	SCHOOL <u>Bidwell Junior High</u>
SITE ADMINISTRATOR <u>Brian Boyer, Principal</u>	
ASSIGNMENT <u>English</u>	GRADE LEVEL <u>Grades 7/8</u>
LEGAL AUTHORIZATION PER ED. CODE <u>44256(b)</u>	
ASSIGNMENT DATES: From: <u>7/1/2009</u> To: <u>6/30/2010</u>	
<u>Rita Dane</u> Teacher's Consent	<u>8/20/09</u> Date
<u>Brian Boyer</u> Site Administrator's Signature	<u>8/19/09</u> Date

EC 44256 (b) allows, by resolution of the governing board, the holder of a Multiple Subject or Standard Elementary Credential to teach, with his or her consent, any subject in departmentalized classes below grade 9 if the teacher has completed 12 lower or 6 upper division or graduate semester units of coursework at an accredited institution, in the subject to be taught.

cc: Personnel File

c:/word/credentials/assignment monitoring

## TEACHER CONSENT FORM

PURPOSE: Pursuant to the Education Code, provides written documentation that the District obtained the teacher's consent prior to making assignments outside of the teacher's current credential authorization.

TEACHER Kerry Kelly

DISTRICT Chico Unified

SCHOOL Elementary Schools

SITE ADMINISTRATOR Carolyn Adkisson

ASSIGNMENT Elementary PE Spec GRADE LEVEL Elementary

LEGAL AUTHORIZATION PER ED. CODE 44256(b)

ASSIGNMENT DATES: From: 7/1/2009 To: 6/30/2010

Kerry Kelly  
Teacher's Consent

6/1/09  
Date

Carolyn Adkisson  
Site Administrator's Signature

6/1/09  
Date

EC 44256 (b) allows, by resolution of the governing board, the holder of a Multiple Subject or Standard Elementary Credential to teach, with his or her consent, any subject in departmentalized classes below grade 9 if the teacher has completed 12 lower or 6 upper division or graduate semester units of coursework at an accredited institution, in the subject to be taught.

\* I have an Adaptive Physical Education  
Credential now. Kerry 6/1/09

cc: Personnel File

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## TEACHER CONSENT FORM

PURPOSE: Pursuant to the Education Code, provides written documentation that the District obtained the teacher's consent prior to making assignments outside of the teacher's current credential authorization.

TEACHER Bonnie Parkin

DISTRICT Chico Unified

SCHOOL Elementary

SITE ADMINISTRATOR Carolyn Adkisson

ASSIGNMENT Elementary Fine Arts GRADE LEVEL Elementary

LEGAL AUTHORIZATION PER ED. CODE 44256(b)

ASSIGNMENT DATES: From: 7/1/2009 To: 6/30/2010

Bonnie Parkin

Teacher's Consent

5/19/09  
Date

Carolyn Adkisson

Site Administrator's Signature

5/20/09  
Date

EC 44256 (b) allows, by resolution of the governing board, the holder of a Multiple Subject or Standard Elementary Credential to teach, with his or her consent, any subject in departmentalized classes below grade 9 if the teacher has completed 12 lower or 6 upper division or graduate semester units of coursework at an accredited institution, in the subject to be taught.

## TEACHER CONSENT FORM

PURPOSE: Pursuant to the Education Code, provides written documentation that the District obtained the teacher's consent prior to making assignments outside of the teacher's current credential authorization.

TEACHER Roland Resendez

DISTRICT Chico Unified

SCHOOL Elementary

SITE ADMINISTRATOR Carolyn Adkisson

ASSIGNMENT Elementary Fine Arts GRADE LEVEL Elementary

LEGAL AUTHORIZATION PER ED. CODE 44256(b)

ASSIGNMENT DATES: From: 7/1/2009

To: 6/30/2010

Roland Resendez  
Teacher's Consent

5/20/09  
Date

Carolyn Adkisson  
Site Administrator's Signature

6/18/09  
Date

EC 44256 (b) allows, by resolution of the governing board, the holder of a Multiple Subject or Standard Elementary Credential to teach, with his or her consent, any subject in departmentalized classes below grade 9 if the teacher has completed 12 lower or 6 upper division or graduate semester units of coursework at an accredited institution, in the subject to be taught.

## TEACHER CONSENT FORM

PURPOSE: Pursuant to the Education Code, provides written documentation that the District obtained the teacher's consent prior to making assignments outside of the teacher's current credential authorization.

TEACHER Lucille Smith

DISTRICT Chico Unified

SCHOOL Elementary

SITE ADMINISTRATOR Carolyn Adkisson

ASSIGNMENT Elementary Fine Arts GRADE LEVEL Elementary

LEGAL AUTHORIZATION PER ED. CODE 44256(b)

ASSIGNMENT DATES: From: 7/1/2009

To: 6/30/2010

Lucy A. Smith  
Teacher's Consent

5-19-09  
Date

Carolyn Adkisson  
Site Administrator's Signature

5/20/09  
Date

EC 44256 (b) allows, by resolution of the governing board, the holder of a Multiple Subject or Standard Elementary Credential to teach, with his or her consent, any subject in departmentalized classes below grade 9 if the teacher has completed 12 lower or 6 upper division or graduate semester units of coursework at an accredited institution, in the subject to be taught.

cc: Personnel File

c:/word/credentials/assignment monitoring

**PROPOSED AGENDA ITEM:** Board Policy Adoptions

**Prepared by:** Administration

☐ Consent

Board Date September 23, 2009

☒ Information Only

☐ Discussion/Action

**Background Information**

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

**Education Implications**

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

**Fiscal Implications**

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





**Chico Unified School District**

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**TITLE 1 PROGRAM IMPROVEMENT SCHOOLS**

The Governing Board is committed to enabling all district students to meet state academic achievement standards and to narrowing the achievement gap among student groups. To that end, the Board shall assist all district schools, including those receiving federal Title I funds, to achieve adequate yearly progress, as defined by the State Board of Education.

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)  
(cf. 6011 - Academic Standards)  
(cf. 6162.5 - Student Assessment)  
(cf. 6162.51 - Standardized Testing and Reporting Program)  
(cf. 6171 - Title I Programs)

Whenever a district school is identified by the California Department of Education as in need of program improvement (PI), the Superintendent or designee shall ensure that school improvement efforts are coordinated and aligned. He/she shall also revise the school's Single Plan for Student Achievement in accordance with law and as specified in administrative regulation.

(cf. 0420 - School Plans/Site Councils)  
(cf. 0420.1 - School-Based Program Coordination)  
(cf. 0520.1 - High Priority Schools Grant Program)  
(cf. 0520.4 - Quality Education Investment Schools)

Depending on the length of time a district school has been identified for PI, the district shall provide opportunities for student transfers, supplemental educational services, other corrective actions, and/or restructuring in accordance with law.

(cf. 5116.1 - Intradistrict Open Enrollment)  
(cf. 6179 - Supplemental Instruction)

**Program Evaluation**

The Board shall annually review the adequate yearly progress of each district school based on state academic assessments and other indicators specified in the state plan for the No Child Left Behind Act. The Superintendent or designee shall publicize and disseminate the results of this review to parents/guardians, principals, schools, and the community so that the instructional program can be continually refined to help all students meet state academic standards. (20 USC 6316)

(cf. 0510 - School Accountability Report Card)  
(cf. 6190 - Evaluation of the Instructional Program)

The Board and Superintendent or designee also shall review the effectiveness of the actions and activities carried out by PI schools with respect to parental involvement, professional development, and other PI activities. (20 USC 6316)

(cf. 4131 - Staff Development)  
(cf. 6020 - Parent Involvement)

Policy Adopted:



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As necessary based on the results of these evaluations, the Board may require the Superintendent or designee to review and revise any of the school's reform plans, including the school's Single Plan for Student Achievement, allocate additional resources toward the implementation of the plan, and/or require more frequent monitoring of the school's progress in order to raise student achievement.

### **Legal Reference:**

#### **EDUCATION CODE**

35256 School accountability report card  
60642.5 California Standards Tests  
60850-60856 High School Exit Examination  
64000 Categorical programs included in consolidated application  
64001 Single school plan for student achievement, consolidated application programs

#### **CODE OF REGULATIONS, TITLE 5**

11992-11994 Persistently dangerous schools, definition  
13075-13075.4 Supplemental educational services

#### **UNITED STATES CODE, TITLE 20**

1232g Family Educational Rights and Privacy Act  
6301. Title I program purpose  
6311 Adequate yearly progress  
6312 Local educational agency plan  
6313 Eligibility of schools and school attendance areas; funding allocation  
6316 School improvement

#### **7912 Persistently dangerous schools**

#### **UNITED STATES CODE, TITLE 29**

794 Section 504 of the Rehabilitation Act

#### **CODE OF FEDERAL REGULATIONS, TITLE 34**

99.1-99.67 Family Educational Rights and Privacy  
200.13-200.20 Adequate yearly progress  
200.30-200.35 Identification of program improvement schools  
200.36-200.38 Notification requirements  
200.39-200.43 Requirements for program improvement, corrective action, and restructuring  
200.44 School choice option  
200.45-200.47 Supplemental educational services  
200.48 Funding for transportation and supplemental services  
200.49-200.51 State responsibilities  
200.52-200.53 District improvement

#### **Management Resources:**

#### **CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

2008 Adequate Yearly Progress Report Information Guide, August 2008

California's Accountability Workbook

#### **FEDERAL REGISTER**

Final Rule and Supplementary Information, October 29, 2008. Vol. 73, No. 210, pages 64436-64513

#### **U.S. DEPARTMENT OF EDUCATION GUIDANCE**

Public School Choice, January 14, 2009

Supplemental Educational Services, January 14, 2009

#### **WEB SITES**

CSBA: <http://www.csba.org>

California Department of Education, Program Improvement: <http://www.cde.ca.gov/ta/ac/ti/programimprov.asp>

U.S. Department of Education, No Child Left Behind: <http://www.nclb.gov>



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## TITLE 1 PROGRAM IMPROVEMENT DISTRICTS

The Governing Board shall annually review and analyze the district's performance in making adequate yearly progress (AYP) toward student achievement standards, in accordance with criteria established by the State Board of Education (SBE). The Board's review shall include an evaluation of whether district improvement efforts are aligned and adequately focused on increasing achievement levels for all students. As necessary, the Board and the Superintendent or designee shall take steps to improve district operations and programs to enable students to achieve proficiency.

(cf. 0500 - Accountability)  
(cf. 6011 - Academic Standards)  
(cf. 6162.51 - Standardized Testing and Reporting Program)

### Early Warning Program

In the event that the district is provided notice by the California Department of Education (CDE) that it is in danger of being identified for program improvement (PI) within two years under the federal No Child Left Behind Act, the Board shall determine whether to participate in the voluntary Early Warning Program. If the Board elects to have the district participate in the program, the district shall conduct a voluntary self-assessment using research-based criteria provided by the CDE and may revise its Title I local educational agency (LEA) plan based on the results of that assessment. (Education Code 52055.57)

(cf. 6171 - Title I Programs)

### Program Improvement

#### Year 1-2 PI: Revision and Implementation of LEA Plan

In the event that the district is identified for program improvement by the CDE, the Superintendent or designee shall administer a district self-assessment process, and revise the district's Title I LEA plan, notify parents/guardians, and set aside funds in accordance with law and administrative regulation. (20 USC 6316; Education Code 52055.57)

The district's Title 1 revised LEA plan or plan addendum shall be approved by the Board and submitted to the CDE.

The Superintendent or designee shall utilize state and local resources available to provide technical assistance and support to raise student achievement in accordance with school plans.

The Superintendent or designee shall utilize state and local resources to identify specific problems contributing to low student achievement and provide technical assistance and support to resolve those problems. He/she also shall work closely with individual school sites to raise student achievement in accordance with school plans.

(cf. 0520.1 - High Priority Schools Grant Program)  
(cf. 0520.2 - Title I Program Improvement Schools)

#### Year 3 PI: Corrective Action

If the district does not make AYP after two years of receiving program funding, the Board shall cooperate with the Superintendent of Public Instruction (SPI) and the SBE in the identification and implementation of appropriate corrective actions.

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The Board shall enter into a contract with a district assistance and intervention team (DAIT) whenever the SPI and SBE determine this to be the most appropriate corrective action. Upon receiving a report of recommendations from the DAIT: (Education Code 52055.57, 52059)

1. The Board may, not later than 30 days after completion of the report, appeal to the SPI to be exempted from implementing one or more of the report's recommendations.
2. Not later than 60 days after completion of the report, the Board shall, at a regularly scheduled meeting, adopt the report recommendations, as modified by any exemptions granted by the SPI.

The Superintendent or designee shall establish a district leadership team to collaborate with the DAIT in the development and implementation of an action plan to address high-priority needs. This team may include site and district administrators, teacher leaders, special education teachers, English learner experts, fiscal officers, and other key personnel, as appropriate.

The Board and the Superintendent or designee shall monitor the district's progress in implementing the DAIT's recommendations and shall continually use student performance data to determine whether additional district or school site changes are necessary to improve student achievement.

Legal Reference:

EDUCATION CODE

52055.57-52055.59 Districts identified or at risk of identification for program improvement

52059 Statewide system of school support

UNITED STATES CODE, TITLE 20

6301 Title I program purpose

6311 Adequate yearly progress

6312 Local educational agency plan

6316 School and district improvement

6321 Fiscal responsibilities

CODE OF FEDERAL REGULATIONS, TITLE 34

200.13-200.20 Adequate yearly progress

200.30-200.35 Identification of program improvement schools

200.36-200.38 Notification requirements

200.52-200.53 District improvement

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Blueprint for District Assistance and Intervention, 2008

2007 Adequate Yearly Progress Report Information Guide, August 2007

A Training Guide for Local Educational Agencies and Schools: Program Improvement, September 2006

U.S. DEPARTMENT OF EDUCATION GUIDANCE

LEA and School Improvement Non-Regulatory Guidance, rev. July 21, 2006

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Program Improvement: <http://www.cde.ca.gov/ta/ac/ti/programimprov.asp>

U.S. Department of Education, No Child Left Behind: <http://www.nclb.gov>



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**Volunteer Assistance**

The Governing Board encourages parents/guardians and other members of the community to share their time, knowledge and abilities with students. Volunteer assistance in schools enriches the educational program, enhances supervision of students and contributes to school safety while strengthening the schools' relationships with the community. The Board also encourages community members to serve as mentors providing support and motivation to students.

(cf. 1000 - Concepts and Roles)  
(cf. 1700 - Relations Between Private Industry and the Schools)  
(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)  
(cf. 4222 - Teacher Aides/Paraprofessionals)  
(cf. 5020 - Parent Rights and Responsibilities)  
(cf. 6020 - Parent Involvement)  
(cf. 6171 - Title I Programs).

The Superintendent or designee shall develop and implement a plan for screening and placing volunteers.

(cf. 1020 - Youth Services)  
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

The Superintendent or designee shall establish procedures to protect the safety of students and adults. These procedures shall include laws related to tuberculosis testing and may also include laws related to criminal record checks.

Volunteers shall be provided with information about school goals, programs and practices and shall receive an orientation and other training related to their specific responsibilities as appropriate.

Volunteers shall act in accordance with district policies, regulations and school rules. At their discretion, employees who supervise volunteers may ask any volunteer who violates school rules to leave the campus. Employees also may confer with the principal or designee regarding any such volunteers. The Superintendent or designee shall be responsible for investigating and resolving complaints regarding volunteers.

(cf. 0410 - Nondiscrimination in District Programs and Activities)  
(cf. 3515.2 - Disruptions)

Unless agreed upon by the local union representing the unionized employees of the school district volunteer maintenance work shall be limited to those projects that do not replace permanent, on-going classified maintenance positions. The Board nevertheless encourages volunteers to work on short-term projects to the extent that they enhance the classroom or school, do not significantly increase maintenance workloads and comply with employee commitments and contracts.

Volunteer aides shall not be used to assist certificated staff in performing teaching or administrative responsibilities in place of regularly authorized classified employees who have been laid off. (Education Code 35021)

The Board encourages principals to develop a means for recognizing the contributions of each school's volunteers.

Policy Adopted:



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**Legal Reference:**

**EDUCATION CODE**

35021 Volunteer aides  
35021.1 Automated records check  
44010 Sex offense; definition  
44227.5 Classroom participation by college methodology faculty  
44814-44815 Supervision of students during lunch and other nutrition periods  
45125 Fingerprinting requirements  
45340-45349 Instructional aides  
45360-45367 Teacher aides  
49406 Examination for tuberculosis

**GOVERNMENT CODE**

3100-3109 Oath or affirmation of allegiance  
3543.5 Prohibited interference with employees' rights

**HEALTH AND SAFETY CODE**

1596.871 Fingerprints of individuals in contact with child day care facility clients

**LABOR CODE**

3364.5 Persons performing voluntary services for school districts

**PENAL CODE**

290 Registration of sex offenders  
290.4 Information re sex offenders  
CODE OF REGULATIONS, TITLE 22  
101170 Criminal record clearance  
101216 Health screening, volunteers in child care centers

**UNITED STATES CODE, TITLE 20**

6319 Qualifications and duties of paraprofessionals, Title I programs

**ATTORNEY GENERAL OPINIONS**

62 Ops. Cal. Atty. Gen. 325 (1979)

**COURT DECISIONS**

Whisman Elementary School District, 15 Public Employee Reporter for California, 22043

**Management Resources:**

**NATIONAL PTA PUBLICATIONS**

National Standards for Parent/Family Involvement Programs, 1997  
Building Successful Partnerships: A Guide for Developing Parent and Family Involvement Programs, 2000

**WEB SITES**

California PTA: <http://www.capta.org>  
National PTA: <http://www.pta.org>  
California Partners in Education: <http://www.capie.org>  
National Coalition for Parent Involvement in Education: <http://www.ncpie.org>  
U.S. Department of Education, Partnership for Family Involvement in Education: <http://pfie.ed.gov>  
CDE: <http://www.cde.ca.gov>  
California Department of Justice, Megan's Law mapping:  
<http://www.meganslaw.ca.gov>

Policy Adopted:



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### **BUDGET**

The Governing Board recognizes its critical responsibility for adopting a sound budget for each fiscal year which is aligned with the district's vision, goals, and priorities. The district budget shall guide administrative decisions and actions throughout the year and shall serve as a tool for monitoring the fiscal health of the district.

*(cf. 0000 - Vision)*

*(cf. 3000 - Concepts and Roles)*

*(cf. 3300 - Expenditures and Purchases)*

*(cf. 3460 - Financial Reports and Accountability)*

*(cf. 9000 - Role of the Board)*

The district budget shall show a complete plan and itemized statement of all proposed expenditures and all estimated revenues for the following fiscal year, together with a comparison of revenues and expenditures for the current fiscal year. The budget shall also include the appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Government Code 7900-7914. (Education Code 42122)

#### **Budget Development and Adoption Process**

The Superintendent or designee shall establish an annual budget development process and calendar in accordance with the single budget adoption process described in Education Code 42127(i). He/she shall annually notify the County Superintendent of Schools of the district's decision to use the single budget adoption process in the subsequent year.

In order to provide guidance in the development of the budget, the Board shall annually establish budget priorities based on identified district needs and goals and on realistic projections of available funds.

The Superintendent or designee shall oversee the preparation of a proposed district budget for approval by the Board and shall involve appropriate staff at all levels in the development of budget projections.

The Board encourages public input in the budget development process and shall hold public hearings and meetings in accordance with Education Code 42103 and 42127.

*(cf. 9320 - Meetings and Notices)*

*(cf. 9322 - Agenda/Meeting Materials)*

*(cf. 9323 - Meeting Conduct)*

The Superintendent or designee shall ensure that the proposed district budget is clearly presented and effectively communicated to the Board, staff, and public. He/she may adapt or supplement the format prescribed by the Superintendent of Public Instruction (SPI) as necessary for these purposes. However, the budget that is formally adopted by the Board shall be in the state-required format.

#### **Budget Criteria and Standards**

In developing the district budget, the Superintendent or designee shall analyze criteria and standards adopted by the State Board of Education which address estimation of funded average daily attendance (ADA), projected enrollment, ratio of ADA to enrollment, projected revenue limit, salaries and benefits, other revenues and expenditures, facilities maintenance, deficit spending, fund balance, and reserves. The budget review shall also identify supplemental information regarding contingent liabilities, use of one-time revenues for ongoing

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expenditures, use of ongoing revenues for one-time expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities, and the status of labor agreements. (Education Code 33127, 33128, 33129; 5 CCR 15440-15451)

It is the goal of the Board to establish and maintain a reserve level of five %, which is two % more than the State's requirement of 3% (5 CCR 15450).

The Board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, categorical program requirements, and any other factors necessary to ensure that the budget is a realistic plan for district revenues and expenditures.

### **Long-Term Financial Obligations**

The district's current-year budget and multi-year projections shall include adequate provisions for addressing the district's long-term financial obligations, including, but not limited to, long-term obligations resulting from collective bargaining agreements, financing of facilities projects, unfunded or future liability for retiree benefits, and accrued workers' compensation claims.

(cf. 4141/4241 - Collective Bargaining Agreement)  
(cf. 4143/4243 - Negotiations/Consultation)  
(cf. 4154/4254/4354 - Health and Welfare Benefits)  
(cf. 7210 - Facilities Financing)  
(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

#### **Legal Reference:**

##### **EDUCATION CODE**

1240 Duties of county superintendent of schools  
33127-33131 Standards and criteria for local budgets and expenditures  
35035 Powers and duties of superintendent  
35161 Powers and duties, generally, of governing boards  
42103 Public hearing on proposed budget; requirements for content of proposed budget  
42120-42129 Budget requirements  
42132 Resolutions identifying estimated appropriations limit  
42602 Use of unbudgeted funds  
42610 Appropriation of excess funds and limitation thereon  
44518-44519.2 Chief business officer training program  
45253 Annual budget of personnel commission  
45254 First year budget of personnel commission

##### **GOVERNMENT CODE**

7900-7914 Appropriations limit

##### **CODE OF REGULATIONS, TITLE 5**

15060 Standardized account code structure  
15440-15451 Criteria and standards for school district budgets

#### **Management Resources:**

##### **CSBA PUBLICATIONS**

Maximizing School Board Governance: Budget Planning and Adoption, 2006  
Maximizing School Board Governance: Understanding District Budgets, 2006  
School Finance CD-ROM, 2005

##### **CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

California School Accounting Manual

Policy Adopted:





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FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS

*Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, September 2006*

GOVERNMENTAL ACCOUNTING STANDARDS BOARD

*Statement 34, Basic Financial Statements and Management's Discussion and Analysis - For State and Local Governments, June 1999*

*Statement 45, Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions, June 2004*

WEB SITES

CSBA: <http://www.csba.org>

Association of California School Administrators: <http://www.acsa.org>

California Department of Education, Finance and Grants: <http://www.cde.ca.gov/fg>

California Department of Finance: <http://www.dof.ca.gov>

Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>

Governmental Accounting Standards Board: <http://www.gasb.org>

Legislative Analyst's Office: <http://www.lao.ca.gov>

School Services of California, Inc.: <http://www.sscal.com>



**Chico Unified School District**

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

Board Policy:

#3280

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**SALE, LEASE, RENTAL OF DISTRICT-OWNED REAL PROPERTY**

The Governing Board believes that the district should utilize its facilities and resources in the most economical and practical manner. To that end, the Superintendent or designee shall periodically study the current and projected use of all district facilities in order to ensure the efficient utilization of space and the effective delivery of instruction in order to maximize student learning.

(cf. 1330 - Use of School Facilities)  
(cf. 7110 - Facilities Master Plan)  
(cf. 7111 - Evaluating Existing Buildings)  
(cf. 7160 - Charter School Facilities)

Upon determination that district property is no longer needed or may not be needed until some future time, the Board shall offer to sell or lease district-owned real property in accordance with priorities and procedures specified in law, including, but not limited to, Education Code 17230, 17464, 17485-17500, and Government Code 54222.

(cf. 5148 - Child Care and Development)  
(cf. 5148.2 - Before/After School Programs)  
(cf. 5148.3 - Preschool/Early Childhood Education)

When required by law, the Board shall appoint a district advisory committee to advise the Board in the development of policies and procedures governing the use or disposition of schools or school building space which is not needed for school purposes. (Education Code 17388)

(cf. 1220 - Citizen Advisory Committees)

Before ordering the sale or lease of any real property, the Board shall adopt a resolution by a two-thirds vote of all of its members at a regular, open meeting. The resolution shall describe the property proposed to be sold or leased in such a manner as to identify it, specify the minimum price or rent, describe the terms upon which it will be sold or leased, and specify the commission or rate, if any, which the Board will pay to a licensed real estate broker out of the minimum price or rent. The resolution shall fix a time, not less than three weeks thereafter, for a public meeting, held at the Board's regular meeting place, at which sealed proposals to purchase or lease will be received and considered. (Education Code 17466)

(cf. 9323.2 - Actions by the Board)

The Superintendent or designee shall provide notice of the adoption of the resolution and of the time and place of the meeting by posting copies of the resolution, signed by the Board, in three public places not less than 15 days before the date of the meeting. In addition, the notice shall be published at least once a week for three successive weeks before the meeting, in a newspaper of general circulation published in the county in which the district is located, if such a paper exists. (Education Code 17469)

The Superintendent or designee shall take reasonable steps to provide notification to the former owners of the property of the district's intent to sell it in accordance with Education Code 17470.

At the public meeting specified in the resolution, the Board shall open, examine, and declare all sealed bids. Before accepting any written proposal, the Board shall call for oral bids in accordance with law. The Board may reject any and all bids, either written or oral, and withdraw the properties from sale when the Board determines that rejection is in the best public interest. (Education Code 17472, 17473)



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Of the proposals submitted by responsible bidders which conform to all terms and conditions specified in the resolution of intention to sell or lease, the Board shall finally accept the highest bid after deducting the commission, if any, to be paid to a licensed real estate broker, unless the Board accepts a higher oral bid or rejects all bids. (Education Code 17472)

The final acceptance of the bid may be made either at the same meeting specified in the resolution or at any adjourned/continued meeting held within 10 days. Upon acceptance of the bid, the Board may adopt a resolution of acceptance that directs the Board president, or any other Board member, to execute the deed or lease and to deliver the document upon performance and compliance by the successful bidder of all of the terms and conditions of the contract. (Education Code 17472-17478)

(cf. 1431 - Waivers)

(cf. 9320 - Meetings and Notices)

The Superintendent or designee shall ensure that proceeds from the sale, or lease with an option to purchase, of district surplus property are used in accordance with law. (Education Code 17462; 2 CCR 1700)

### **Legal Reference:**

#### **EDUCATION CODE**

8469.5 Use of school facilities or grounds for school age child care  
17219-17224 Acquisition of property not utilized as school site; nonuse payments; exemptions  
17230-17234 Surplus property  
17385 Conveyances to and from school districts  
17387-17391 Advisory committees for use of excess school facilities  
17400-17429 Leasing property  
17430-17447 Leasing facilities  
17453 Lease of surplus district property  
17455-17484 Sale or lease of real property  
17485-17500 Surplus school playground (Naylor Act)  
17515-17526 Joint occupancy  
17527-17535 Joint use of district facilities  
33050 Request for waiver  
38130-38139 Civic Center Act

#### **GOVERNMENT CODE**

54220-54232 Surplus land  
54222 Offer to sell or lease property  
54950-54963 Brown Act, especially:  
54952 Legislative body, definition

#### **PUBLIC RESOURCES CODE**

21000-21177 California Environmental Quality Act

#### **CODE OF REGULATIONS, TITLE 2**

1700 Definitions related to surplus property

#### **COURT DECISIONS**

San Lorenzo Valley Community Advocates for Responsible Education v. San Lorenzo Valley Unified School District,  
(2006) 139 Cal.App. 4th 1356

### **Management Resources:**

#### **CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

Closing a School Best Practices Guide

#### **OFFICE OF PUBLIC SCHOOL CONSTRUCTION PUBLICATIONS**

Unused Site Program Handbook, May 2008

#### **WEB SITES**

California Department of Education, School Facilities Planning Division: <http://www.cde.ca.gov/ls/fa>

Coalition for Adequate School Housing: <http://www.cashnet.org>

Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

Policy Adopted: 01/17/07



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#3320

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### **CLAIMS AND ACTIONS AGAINST THE DISTRICT**

The Governing Board intends that the district's operations minimize risk, protect district resources, and promote the safety of students, staff, and the public. Any and all claims for money or damages against the district shall be presented to and acted upon in accordance with Board policy and administrative regulation.

(cf. 3530 - Risk Management/Insurance)  
(cf. 5143 - Insurance)

Claims for money or damages not governed by the Government Claims Act (Government Code 810-996.6) or excepted by Government Code 905 shall be presented consistent with the manner and time limitations in the Government Claims Act, unless a procedure for processing such claims is otherwise provided by state or federal law. Such compliance is a prerequisite to any court action consistent with the provisions of Government Code 945.4.

The Board delegates to the Superintendent the authority to allow, compromise, or settle claims of \$50,000 or less. (Government Code 935.4)

This policy is intended to apply retroactively to any existing causes of action and/or claims for money and/or damages.

#### **Roster of Public Agencies**

The Superintendent or designee shall file the information required for the Roster of Public Agencies with the Secretary of State and the County Clerk. Any changes to such information shall be filed within 10 days after the change has occurred. (Government Code 53051)

This information shall include the name of the school district, the mailing address of the Board, and the names and addresses of the Board presiding officer, the Board clerk or secretary, and other members of the Board. (Government Code 53051)

#### **Legal Reference:**

##### EDUCATION CODE

35200 Liability for debts and contracts

35202 Claims against districts; applicability of Government Code

##### CODE OF CIVIL PROCEDURE

340.1 Damages suffered as result of childhood sexual abuse

##### GOVERNMENT CODE

800 Cost in civil actions

810-996.6 Claims and actions against public entities

53051 Information filed with secretary of state and county clerk

##### PENAL CODE

72 Fraudulent claims

##### COURT DECISIONS

City of Stockton v. Superior Court, (2007) 42 Cal. 4th 730

Connelly v. County of Fresno, (2006) 146 Cal.App. 4th 29

CSEA v. South Orange Community College District, (2004) 123 Cal.App.4th 574

CSEA v. Azusa Unified School District, (1984) 152 Cal.App.3d 580

#### **Management Resources:**

##### WEB SITES

California Secretary of State's Office: <http://www.sos.ca.gov>

Policy Adopted:



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### **FINANCIAL REPORTS AND ACCOUNTABILITY**

The Governing Board is committed to ensuring the fiscal health of the district and providing public accountability. The Board shall adopt sound fiscal policies, oversee the district's financial condition, and continually evaluate whether the district's budget and financial operations support the district's goals for student achievement.

(cf. 3100 - Budget)  
(cf. 3110 - Transfer of Funds)  
(cf. 3300 - Expenditures and Purchases)  
(cf. 3430 - Investing)  
(cf. 4143/4243 - Negotiations/Consultation)  
(cf. 9000 - Role of the Board)

The Superintendent or designee shall provide the Board with financial reports throughout the year in accordance with law and as otherwise requested by the Board.

The Superintendent or designee shall ensure that all financial reports are prepared in accordance with law and in conformity with generally accepted accounting principles and financial reporting standards stipulated by the Governmental Accounting Standards Board and the California Department of Education. He/she shall establish a system of ongoing internal controls to ensure the reliability of financial reporting.

(cf. 3400 - Management of District Assets/Accounts)

Based on financial reports provided by the Superintendent or designee and in accordance with law and administrative regulation, the Board shall:

1. Approve and file an annual statement of the district's receipts and expenditures for the preceding fiscal year (Education Code 42100)
2. Adopt a resolution identifying the district's estimated appropriations limit for the current fiscal year and the actual appropriations limit for the preceding fiscal year (Education Code 42132; Government Code 7910)
3. Approve interim fiscal reports and certify whether the district will be able to meet its fiscal obligations for the remainder of the fiscal year and two subsequent fiscal years (Education Code 42130, 42131)
4. Provide for an annual audit, select an independent auditor, and review the audit report (Education Code 41020, 41020.3)

The independent auditor shall present the audit report to the Board at a public meeting and the Board shall have an opportunity to ask questions of the auditor and request further information about the audit findings.

The Board shall regularly communicate the district's financial position to the public and shall use financial reports to determine what actions and budget amendments, if any, are needed to ensure the district's financial stability.

If district conditions predict fiscal distress or indicate that the district might not be able to meet its fiscal obligations, the Board and Superintendent or designee shall act quickly to identify and resolve these conditions. The Board shall work cooperatively with the County Superintendent of Schools to improve the district's fiscal health and may contract with an external individual or organization to advise the district on fiscal matters.

Policy Adopted:



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### **Audit Committee**

The Board may appoint an audit committee composed of staff knowledgeable about fiscal matters, other staff, and representatives of the community.

(cf. 1220 - Citizen Advisory Committees)

(cf. 9130 - Board Committees)

(cf. 9140 - Board Representatives)

The committee shall serve in an advisory capacity and may:

1. Make recommendations regarding the selection of the external independent auditor in accordance with Education Code 41020 and 41020.5
2. Review the plan for the audit process with the independent auditor to determine the adequacy of the nature, scope, and timetable of the audit
3. Review the results of the audit and participate with the independent auditor and management in preparing final recommendations and responses
4. Participate with the independent auditor in presenting the audit report to the Board
5. Review Board policies and administrative regulations to recommend any revisions needed to ensure effective financial reporting
6. Provide input on the effectiveness of the independent auditor
7. Periodically report to the Board regarding the status of previous audit recommendations for improving the accounting and internal control systems

#### **Legal Reference:**

##### **EDUCATION CODE**

1240 Duties of County superintendent of schools

14500-14508 Financial and compliance audits

17150 Public disclosure of non-voter-approved debt

17170-17199.5 California School Finance Authority

33127 Standards and criteria for local budgets and expenditures

33128 Standards and criteria; inclusions

33129 Standards and criteria; use by local agencies

35035 Powers and duties of superintendent

41010-41023 Accounting system

41326 Emergency apportionment

41344 Repayment of apportionment significant audit exceptions

41344.1 Appeals of audit findings

41455 Examination of financial problems of local districts

42100-42105 Requirement to prepare and file annual statement

42120-42129 Budget requirements

42130-42134 Financial reports and certifications

42140-42142 Public disclosure of fiscal obligations

42637 County Superintendent review of district's financial and budgetary conditions

42652 Revocation or suspension of warrant authority

##### **GOVERNMENT CODE**

3540.2 School district; qualified or negative certification; proposed agreement review and comment

7900-7914 Appropriations limit

16429.1 Local agency investment fund

53646 Reports of investment policy and compliance

##### **CODE OF REGULATIONS, TITLE 5**

15060 Standardized account code structure

Policy Adopted:



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15070 Submission of reports using standardized account code structure  
15440-15451 Criteria and standards for school district budgets  
15453-15464 Criteria and standards for school district interim reports

### **Management Resources:**

#### **CSBA PUBLICATIONS**

Maximizing School Board Governance: Fiscal Accountability, 2006

#### **CALIFORNIA DEPARTMENT OF EDUCATION COMMUNICATIONS**

New Financial Reporting Requirements for Postemployment Benefits Other than Pensions, February 26, 2007

1208.00 Audit Resolution Process: Repayment Plans

#### **FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS**

Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, September 2006

#### **GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENTS**

Statement 34, Basic Financial Statements and Management's Discussion and Analysis - For State and Local Governments, June 1999

Statement 45, Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions, June 2004

#### **U.S. GENERAL ACCOUNTING OFFICE AND PRESIDENT'S COUNCIL ON INTEGRITY AND EFFICIENCY (PCIE) PUBLICATIONS**

Financial Audit Manual, revised 2003

#### **U.S. OFFICE OF MANAGEMENT AND BUDGET CIRCULARS**

A-133 Audits of States, Local Governments, and Non-Profit Organizations

#### **STATE CONTROLLER PUBLICATIONS**

Standards and Procedures for Audits of California K-12 Local Educational Agencies (annual publication)

#### **WEB SITES**

CSBA: <http://www.csba.org>

California Association of School Business Officials: <http://www.casbo.org>

California County Superintendents Educational Services Association: <http://www.ccsesa.org>

California Department of Education, Finance and Grants: <http://www.cde.ca.gov/fg>

Education Audit Appeals Panel: <http://www.eaap.ca.gov>

Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>

Governmental Accounting Standards Board: <http://www.gasb.org>

School Services of California: <http://www.sscal.com>

State Controller's Office: <http://www.sco.ca.gov>

U.S. Government Accounting Office: <http://www.gao.gov>

U.S. Office of Management and Budget: <http://www.whitehouse.gov/omb>



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4211.2  
4311.2  
Section: 4000 Personnel  
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## All Personnel

### LEGAL STATUS REQUIREMENT

The Governing Board shall ensure that the district employs only those individuals who are lawfully authorized to work in the United States.

The Superintendent or designee shall verify the employment eligibility of all persons hired by completing the U.S. Citizenship and Immigration Services Form I-9, Employment Eligibility Verification, for each individual hired and ensure that the district does not knowingly hire or continue to employ any person not authorized to work in the United States. (8 USC 1324a)

In accordance with law, the Superintendent or designee shall ensure that district employment practices do not unlawfully discriminate on the basis of citizenship status or national origin, including, but not limited to, discrimination against any refugees, grantees of asylum, or persons qualified for permanent or temporary residency.

(cf. 0410 - Nondiscrimination in District Programs and Activities)  
(cf. 4030 - Nondiscrimination in Employment)  
(cf. 4111 - Recruitment and Selection)  
(cf. 4211 - Recruitment and Selection)  
(cf. 4311 - Recruitment and Selection)

#### Legal Reference:

UNITED STATES CODE, TITLE 8  
1324(a)(b) Immigration and Nationality Act, as amended by Immigration Reform and Control Act of 1986 and Immigration Act of 1990  
CODE OF FEDERAL REGULATIONS, TITLE 8  
274a.1-a.14 Control of Employment of Aliens

#### Management Resources:

U.S. CITIZENSHIP AND IMMIGRATION SERVICES PUBLICATIONS  
Handbook for Employers: Instructions for Completing Form I-9, April 2009  
WEB SITES  
U.S. Citizenship and Immigration Services: <http://www.uscis.gov>





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Board Policy:

#4112.2

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### **Certificated Personnel**

#### **CERTIFICATION**

The Superintendent or designee shall ensure that persons employed in positions requiring certification qualifications possess the appropriate credential or permit from the Commission on Teacher Credentialing (CTC) authorizing their employment in such positions.

(cf. 4111 - Recruitment and Selection)

(cf. 4112.21 - Interns)

(cf. 4112.22 - Staff Teaching Students of Limited English Proficiency)

(cf. 4112.23 - Special Education Staff)

(cf. 4113 - Assignment)

(cf. 4116 - Probationary/Permanent Status)

(cf. 4121 - Temporary/Substitute Personnel)

(cf. 5148 - Child Care and Development)

When a credentialed teacher or intern is not available, the district may request that the CTC issue a short-term staff permit, provisional internship permit (PIP), visiting faculty permit, emergency permit, or credential waiver under the conditions and limitations provided in state or federal law.

When requesting a PIP, the Board shall approve, as an action item at a public Board meeting, a notice of intent to employ the applicant in the identified position. (5 CCR 80021.1)

Before requesting a visiting faculty permit or emergency permit, the Board shall annually approve a Declaration of Need for Fully Qualified Educators as an action item at a regularly scheduled public Board meeting. (Education Code 44300.1; 5 CCR 80026)

The Superintendent or designee shall provide support and guidance to noncredentialed teachers in accordance with law to ensure the quality of the instructional program. He/she also may provide assistance and support to staff holding preliminary credentials to help them meet the qualifications required for the professional clear credential.

(cf. 4131 - Staff Development)

(cf. 4131.1 - Beginning Teacher Support/Induction)

(cf. 4138 - Mentor Teachers)

As necessary, all teachers of core academic subjects shall meet the requirements of the No Child Left Behind Act. (20 USC 6319, 7801; 5 CCR 6100-6125)

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)

#### **National Board for Professional Teaching Standards Certification**

The Board encourages district teachers to voluntarily seek, from the National Board for Professional Teaching Standards, additional certification which demonstrates advanced knowledge and teaching skills.



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### Legal Reference:

#### EDUCATION CODE

8360-8370 Qualifications of child care personnel  
32340-32341 Unlawful issuance of a credential  
42647 Drawing of warrants  
44066 Limitations on certification requirements  
44200-44405 Teacher credentialing, especially:  
44225.6 CTC annual report on credentials, internships and emergency permits  
44225.7 Priorities for recruitment when fully prepared teacher not available  
44251 Period of credentials  
44252 Standards and procedures for issuance; proficiency testing of basic skills  
44252.5 State basic skills assessment required for certificated personnel  
44259 Minimum requirements for teaching credential  
44259.5 Standards for teachers of all students, including English language learners  
44259.8 Alternative means of entering teaching profession  
44270.3-44270.4 Out-of-state credentials, administrative services  
44274-44274.5 Out-of-state credentials  
44275.3 Employment of teachers with out-of-state credentials  
44277 Requirements for maintaining valid credentials  
44278 Credential appeal  
44300-44301 Emergency permits  
44302 CTC notification re district options when fully qualified teacher not available  
44305-44308 Pre-internship teaching certificates  
44325-44329 District interns  
44330-44355 Certificates and credentials  
44395-44399 National Board for Professional Teaching Standards  
44464 Period of validity of internship credential  
44468 Early completion of internship program  
44500-44508 Peer Assistance and Review Program for Teachers  
44662 Performance evaluation; Stull Act review  
44735 Teaching as a priority block grant  
44751 Recruitment centers  
44830-44929 Employment of certificated persons; requirement of proficiency in basic skills  
56060-56063 Substitute teachers in special education  
90530 Recruitment Centers  
CODE OF REGULATIONS, TITLE 5  
6100-6125 Teacher qualifications, No Child Left Behind Act  
80001-80674.6 Commission on Teacher Credentialing  
UNITED STATES CODE, TITLE 20  
6311 Parental notifications  
6312 District Title I plan  
6319 Highly qualified teachers  
7801 Definitions, highly qualified teacher  
CODE OF FEDERAL REGULATIONS, TITLE 34  
200.55-200.57 Highly qualified teachers  
200.61 Parent notification regarding teacher qualifications

#### COURT DECISIONS

Association of Mexican-American Educators et. al. v. State of California and the Commission on Teacher Credentialing, (1993) 836 F.Supp. 1534

### Management Resources:

#### CSBA PUBLICATIONS

Maximizing School Board Leadership: Human Resources, 1996

#### CTC PUBLICATIONS

Standards of Quality and Effectiveness for Professional Teacher Induction Programs, March 2002

Standards of Quality and Effectiveness for Professional Teacher Preparation Programs, September 2001

Policy Adopted: February 27, 2008



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California Standards for the Teaching Profession, July 1997

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Improving Teacher Quality State Grants, December 19, 2002

CSBA ADVISORIES

Teacher Credentialing Commission Eliminates Emergency Permits, August 2003

WEB SITES

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education: <http://www.ed.gov>

CSBA: <http://www.csba.org>



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Board Policy:

#4112.21

Section: 4000

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### **Certificated Personnel**

#### **INTERNS**

The Board of Education supports the use of interns to fulfill the district's need for additional instructional resources and to enable future teachers to fulfill state credentialing requirements and link teaching theory with practice.

The Superintendent or designee may enter into an agreement with an accredited college or university to jointly provide supervised teaching experiences within the district as part of a teacher preparation program. He/she shall collaborate with the college or university in the selection, placement, support and performance assessment of interns.

Interns shall not be assigned to teach any classes outside the subject area, grade levels or classes authorized by their credential.

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)

Any intern hired to teach core academic subjects, as defined in law, shall be required to meet the definition of a "highly qualified" teacher adopted by the State Board of Education. (20 USC 6319, 7801; 5 CCR 6100-6112)

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)

Terms of employment for interns shall be consistent with law and/or the district's collective bargaining agreement.

Interns shall receive systematic supervision and guidance by qualified personnel in order to enhance their instructional skills and knowledge. The Superintendent or designee shall ensure that district staff serving as supervisors, mentor teachers, or other support providers receive appropriate training to fulfill their responsibilities and maintain frequent communication with the interns they are assigned to assist.

(cf. 4131 - Staff Development)

(cf. 4138 - Mentor Teachers)

Interns shall be provided with ongoing feedback regarding their performance and shall be formally evaluated at least once every year in accordance with Board policy and the district's collective bargaining agreement.

(cf. 4115 - Evaluation/Supervision)

#### **Legal Reference:**

##### **EDUCATION CODE**

300-340 English language education for immigrant children

44259 Minimum requirements for teaching credential

44279.1-44279.7 Beginning Teacher Support and Assessment System

44305-44308 Pre-Internship Teaching Program

44314 Diversified or liberal arts program

44321 CTC approval of internship programs

44325-44329 District interns

44450-44468 Teacher Education Internship Act of 1967 (university interns)

44830.3 Employing district interns

44885.5 District interns classified as probationary employees

##### **CODE OF REGULATIONS, TITLE 5**

6100-6125 No Child Left Behind teacher requirements

Policy Adopted: February 27, 2008



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13000-13017 New Careers Program  
80055 Internship credential  
UNITED STATES CODE, TITLE 20  
6319 Highly qualified teachers  
7801 Definitions, highly qualified teacher

**Management Resources:**

CTC PUBLICATIONS

CTC Credential Handbook, revised 1997

California's Future: Highly Qualified Teachers for All Students, November 1997 (contains California Standards for the Teaching Profession)

Standards of Program Quality and Effectiveness for District Intern Programs, revised 1996

CTC CODED CORRESPONDENCE

03-0028 Changes in district intern programs as a result of Senate Bill 187, December 22, 2003

03-0006 Announcement of the availability of Individualized Internship Certificate, March 3, 2003

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Improving Teacher Quality State Grants Title II, Part A Non-Regulatory Draft Guidance, revised January 16, 2004

CSBA ADVISORIES

New Law Amends District Intern Program, September 2003

WEB SITES

CSBA: <http://www.csba.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>



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**Certificated Personnel**

**ASSIGNMENT**

In order to serve the best interests of students and the educational program, the Board of Education authorizes the Superintendent or designee to assign certificated personnel to positions for which their preparation, certification, experience and aptitude qualify them.

(cf. 4112.2 - Certification)

(cf. 4112.21 - Interns)

(cf. 4112.22 - Staff Teaching Students of Limited English Proficiency)

(cf. 4112.23 - Special Education Staff)

(cf. 4112.8/4212.8/4312.8 - Employment of Relatives)

Teachers may be assigned to any school within the district in accordance with the collective bargaining agreement.

(cf. 4114 - Transfers)

(cf. 4141/4241 - Collective Bargaining Agreement)

**Assignment to Courses/Classes**

The Superintendent or designee shall assign teachers to courses based on the grade level and subject matter authorized by their credentials.

When there is no credential authorization requirement for teaching an elective course, the Superintendent or designee shall select the credentialed teacher whose knowledge and skills best prepare him/her to provide instruction in that subject.

Teachers who are assigned to teach core academic subjects shall meet the requirements of the No Child Left Behind Act (NCLB) pertaining to qualifications of highly qualified teachers. (20 USC 6319, 7801; 5 CCR 6100-6126)

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)

The Superintendent or designee may assign a teacher, with his/her consent, to a position outside his/her credential authorization when specifically authorized by law or regulation, and in accordance with the local teaching assignment options described in the Commission on Teacher Credentialing's Administrator's Assignment Manual. Assignments made pursuant to Education Code 44256, 44258.2, and 44263 shall be annually approved by Board resolution. In such cases, the Superintendent or designee shall reference in district records the statute or regulation under which the assignment is authorized.

(cf. 3580 - District Records)

The Superintendent or designee shall periodically report to the Board on teacher assignments and vacancies, including the number and type of assignments made outside a teacher's credential authorization through a local teaching assignment option. Whenever district misassignments and vacancies are reviewed by the County Superintendent of Schools or Commission on Teacher Credentialing, as applicable, the Superintendent or designee shall report the results to the Board and shall provide recommendations for remedying any identified issues.

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Policy Adopted: February 27, 2008



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### **Equitable Distribution of Qualified Teachers**

In order to ensure that highly qualified and experienced teachers are equitably distributed among district schools, including those with higher than average levels of low-income, minority, and/or academically underperforming students, the Superintendent or designee shall:

1. Verify that all teachers of core academic subjects possess the qualifications of highly qualified teachers as required by NCLB or develop immediate and long-term solutions for ensuring that all core academic classes will be taught by highly qualified teachers
2. Not assign teachers with provisional internship permits, short-term staffing permits, or credential waivers to schools that have 40 percent or higher poverty or are ranked in deciles 1-3 on the statewide Academic Performance Index
3. Not place interns in high-poverty, low-performing schools in greater numbers than in schools with low poverty or higher academic achievement
4. Compare teacher retention rates across district schools and develop strategies to recruit and retain experienced and effective teachers in hard-to-staff schools

(cf. 4111 - Recruitment and Selection)

The Superintendent or designee shall annually report to the Board and the California Department of Education (CDE) comparisons of teacher qualifications across district schools. When required by the CDE, the Superintendent or designee shall develop an equitable distribution plan to identify strategies for recruiting, developing, and retaining highly qualified teachers in low-performing schools. As needed, the Board may direct the Superintendent to transfer teachers to high-need schools in accordance with law and the collective bargaining agreement, and/or may align district resources to improve the skills and qualifications of teachers at those schools.

(cf. 4114 - Transfers)

(cf. 4131 - Staff Development)

(cf. 4131.1 - Beginning Teacher Support/Induction)

(cf. 4136 - Mentor Teachers)

### **Legal Reference:**

#### **EDUCATION CODE**

33126 School accountability report card

35035 Additional powers and duties of superintendent

35186 Complaint process

37616 Assignment of teachers to year-round schools

44225.6 Commission report to the legislature re: teachers

44250-44277 Credentials and assignments of teachers

44314 Subject matter programs, approved subjects

44395-44398 Incentives for assigning NBPTS-certified teachers to high-priority schools

44824 Assignment of teachers to weekend classes

44955 Reduction in number of employees

#### **GOVERNMENT CODE**

3543.2 Scope of representation

**CODE OF REGULATIONS, TITLE 56100-6126 Teacher qualifications, No Child Left Behind Act**

80003-80005 Credential authorizations

Policy Adopted: February 27, 2008



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80020-80020.5 Additional assignment authorizations  
80335 Performance of unauthorized professional services  
80339-80339.6 Unauthorized certificated employee assignment

UNITED STATES CODE, TITLE 20

6311 State plan

6319 Highly qualified teachers

6601-6651 Teacher and Principal Training and Recruiting Fund

7801 Definitions, highly qualified teacher

CODE OF FEDERAL REGULATIONS, TITLE 34

200.55-200.57 Highly qualified teachers

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Revised State Plan for the No Child Left Behind Act, rev. September 2008

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

The Administrator's Assignment Manual, rev. September 2007

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Improving Teacher Quality State Grants: ESEA Title II, Part A, rev. October 5, 2006

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Santa Clara County Office of Education, Personnel Management Assistance Team: <http://www.sccoe.org/depts/pmat>

U.S. Department of Education: <http://www.ed.gov>





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### **Certificated Personnel**

#### **SUSPENSION/DISCIPLINARY ACTION**

The Board of Education desires that all employees exhibit professional and appropriate conduct and serve as positive role models at school and in the community. Unacceptable conduct shall be subject to disciplinary action in accordance with law, collective bargaining agreement, Board policy and administrative regulations.

*(cf. 4141/4241 - Collective Bargaining Agreement)*

The Superintendent or designee shall develop administrative regulations that identify types of misconduct and possible consequences. Disciplinary actions may include, but not be limited to, verbal warnings, written warnings, reassignment, suspension, freezing or reduction of wages, compulsory leave and dismissal.

The Superintendent or designee may take disciplinary action as he/she deems appropriate in light of the particular facts and circumstances involved. He/she shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

*(cf. 1312.1 - Complaints Concerning District Employees)*

*(cf. 4030 - Nondiscrimination in Employment)*

*(cf. 4032 - Complaints Concerning Discrimination in Employment)*

*(cf. 4117.4 - Dismissal)*

*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*

In accordance with law, the Superintendent or designee shall notify the Commission on Teacher Credentialing when the status of a credentialed employee has been changed as a result of alleged misconduct.

*(cf. 4117.7 - Employment Status Reports)*

#### **Legal Reference:**

##### **EDUCATION CODE**

44009 Conviction of specified crimes

44010 Sex offense - definitions

44011 Controlled substance offense - definitions

44660-44665 Evaluation and assessment of performance of certificated employees

44830.1 Criminal record summary certificated employees

44932 Grounds for dismissal of permanent employee

44933 Other grounds for dismissal

44938 Unprofessional conduct or unsatisfactory performance; notice of charges

44940 Sex offenses and narcotic offenses; compulsory leave of absence

44940.5 Compulsory leave of absence; procedures; extension; compensation; bond or security; reports

44942 Suspension or transfer of certificated employee on grounds of mental illness

44944 Conduct of hearing

44948.3 Dismissal of employees on probation

45055 Drawing of warrants for teachers

51530 Advocacy or teaching of communism

##### **GOVERNMENT CODE**

3543.2 Scope of representation

##### **HEALTH AND SAFETY CODE**

11054 Schedule I; substances included

11055 Schedule II, substances included

11056 Schedule III, substances included

11357-11361 Marijuana

Policy Adopted: February 27, 2008



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11363 Peyote

11364 Opium

11370.1 Possession of controlled substances with a firearm

PENAL CODE

667.5 Prior prison terms, enhancement of prison terms

1192.7 Plea bargaining limitation

COURT DECISIONS

Crowl v. Commission on Professional Competence (1990) 225 Cal. App. 3d 334 (275 Cal.Rptr. 86)



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### **Certificated Personnel**

#### **STAFF DEVELOPMENT**

The Governing Board believes that, in order to maximize student learning and achievement, certificated staff members must be continuously learning and improving their skills. The Superintendent or designee shall develop a program of ongoing professional development which includes opportunities for teachers to enhance their instructional and classroom management skills and become informed about changes in pedagogy and subject matter.

(cf. 6111 - School Calendar)

The district's staff development program shall assist certificated staff in developing knowledge and skills, including, but not limited to:

1. Mastery of discipline-based knowledge, including academic content in the core curriculum and academic standards

(cf. 6011 - Academic Standards)  
(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)  
(cf. 6142.3 - Civic Education)  
(cf. 6142.5 - Environmental Education)  
(cf. 6142.6 - Visual and Performing Arts Education)  
(cf. 6142.7 - Physical Education)  
(cf. 6142.8 - Comprehensive Health Education)  
(cf. 6142.91 - Reading/Language Arts Instruction)  
(cf. 6142.92 - Mathematics Instruction)  
(cf. 6142.93 - Science Instruction)

2. Use of effective, subject-specific teaching methods, strategies, and skills

3. Use of technologies to enhance instruction

(cf. 0440 - District Technology Plan)

4. Sensitivity to and ability to meet the needs of diverse student populations, including, but not limited to, students of various racial and ethnic groups, students with disabilities, English language learners, economically disadvantaged students, gifted and talented students, and at-risk students

(cf. 4112.22 - Staff Teaching Students of Limited English Proficiency)  
(cf. 4112.23 - Special Education Staff)  
(cf. 5147 - Dropout Prevention)  
(cf. 5149 - At-Risk Students)  
(cf. 6141.5 - Advanced Placement)  
(cf. 6171 - Title I Programs)  
(cf. 6172 - Gifted and Talented Student Program)  
(cf. 6173 - Education for Homeless Children)  
(cf. 6173.1 - Education for Foster Youth)  
(cf. 6174 - Education for English Language Learners)  
(cf. 6175 - Migrant Education Program)

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5. Understanding of how academic and career technical instruction can be integrated and implemented to increase student learning

(cf. 6178 - Career Technical Education)

6. Knowledge of strategies that enable parents/guardians to participate fully and effectively in their children's education

(cf. 1240 - Volunteer Assistance)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 6020 - Parent Involvement)

7. Effective classroom management skills and strategies for establishing a climate that promotes respect, fairness, and discipline, including conflict resolution and intolerance and hatred prevention

(cf. 5137 - Positive School Climate)

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5145.9 - Hate-Motivated Behavior)

8. Ability to relate to students, understand their various stages of growth and development, and motivate them to learn

9. Ability to interpret and use data and assessment results to guide instruction

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6162.5 - Student Assessment)

10. Knowledge of topics related to student health, safety, and welfare

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515.5 - Sex Offender Notification)

(cf. 5030 - Student Wellness)

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.63 - Steroids)

(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5141.52 - Suicide Prevention)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

11. Knowledge of topics related to employee health, safety, and security

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)

(cf. 4119.43/4219.43/4319.43 - Universal Precautions)

(cf. 4157/4257/4357 - Employee Safety)

(cf. 4158/4258/4358 - Employee Security)

The Superintendent or designee may, in conjunction with individual teachers and interns, develop an individualized program of professional growth which contributes to competence, performance, and effectiveness

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in teaching and classroom assignments and, as necessary, assists them in meeting state or federal requirements to be fully qualified for their positions.

(cf. 4112.2 - Certification)  
(cf. 4112.21 - Interns)  
(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)  
(cf. 4131.1 - Beginning Teacher Support/Induction)  
(cf. 4138 - Mentor Teachers)

The district's staff evaluation process may be used to recommend additional staff development for individual employees.

(cf. 4115 - Evaluation/Supervision)  
(cf. 4139 - Peer Assistance and Review)

The Superintendent or designee shall involve teachers, site and district administrators, and others, as appropriate, in the development of the district's staff development program. He/she shall ensure that the district's staff development program is aligned with district priorities for student achievement, school improvement objectives, and school plans.

(cf. 0000 - Vision)  
(cf. 0200 - Goals for the School District)  
(cf. 0420 - School Plans/Site Councils)  
(cf. 0420.1 - School-Based Program Coordination)  
(cf. 0520.1 - High Priority Schools Grant Program)  
(cf. 0520.2 - Title I Program Improvement Schools)  
(cf. 0520.3 - Title I Program Improvement Districts)  
(cf. 0520.4 - Quality Education Investment Schools)

The Board may budget funds for actual and reasonable expenses incurred by staff who participate in staff development activities.

(cf. 3100 - Budget)  
(cf. 3350 - Travel Expenses)

The Superintendent or designee shall provide a means for continual evaluation of the benefit of staff development activities to both staff and students and shall regularly report to the Board regarding the effectiveness of the staff development program. Based on the Superintendent's report, the Board may revise the program as necessary to ensure that the staff development program supports the district's priorities for student achievement.

(cf. 0500 - Accountability)

### **Legal Reference:**

#### **EDUCATION CODE**

41520-41522 Teacher Credentialing Block Grant, including beginning teacher support  
41530-41533 Professional Development Block Grant  
44032 Travel expense payment  
44259.5 Standards for teacher preparation  
44277 Professional growth programs for individual teachers  
44279.1-44279.7 Beginning Teacher Support and Assessment Program  
44325-44329.5 District interns

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44450-44468 University internship program  
44560-44562 Certificated Staff Mentoring Program  
44570-44578 Inservice training, secondary education  
44580-44591 Inservice training, elementary teachers  
44630-44643 Professional Development and Program Improvement Act of 1968  
44700-44705 Classroom teacher instructional improvement program  
44735 Teaching as a Priority Block Grant; teacher recruitment and retention in high-priority schools  
45028 Salary schedule and exceptions  
48980 Notification of parents/guardians: schedule of minimum days  
52055.600-52055.662 High Priority Schools Grant Program  
56240-56245 Staff development; service to persons with disabilities  
99200-99206 Subject matter projects  
99220-99227 California Professional Development Institutes  
99230-99242 Mathematics and Reading Professional Development Program  
REPEALED EDUCATION CODE FOR CATEGORICAL PROGRAMS  
44579-44579.6 Instructional Time and Staff Development Reform Program  
GOVERNMENT CODE  
3543.2 Scope of representation of employee organization  
CODE OF REGULATIONS, TITLE 5  
11980-11985.6 Mathematics and Reading Professional Development Program  
13025-13044 Professional development and program improvement  
UNITED STATES CODE, TITLE 20  
6319 Highly qualified teachers  
6601-6702 Preparing, Training and Recruiting High Quality Teachers and Principals  
PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS  
United Faculty of Contra Costa Community College District v. Contra Costa Community College District, (1990)  
PERB Order No. 804, 14 PERC P21, 085

### **Management Resources:**

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS  
State Board of Education Guidelines and Criteria for Approval of Training Providers, March 2008  
COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS  
California Standards for the Teaching Profession, 1997  
WEB SITES  
Beginning Teacher Support and Assessment: <http://www.btsa.ca.gov>  
California Commission on Teacher Credentialing: <http://www.ctc.ca.gov>  
California Department of Education, Professional Development: <http://www.cde.ca.gov/pd>  
California Subject Matter Projects: <http://csmpp.ucop.edu>  
(11/05 11/06) 11/08



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### Awards For Achievement

The Governing Board encourages excellence as a goal for all students and wishes to publicly recognize students for unique or exemplary achievements in academic, extracurricular or community service activities. The purpose of such awards shall be consistent with school goals.

(cf. 5121 - Grades/Evaluation of Student Achievement)  
(cf. 5127 - Graduation Ceremonies and Activities)

Student awards may include verbal recognition, a letter, a certificate, a Board resolution, public ceremony, trophy, gift, plaque or cash gift.

The Superintendent or designee shall develop procedures for the appropriate selection of student award recipients.

### Golden State Seal Merit Diploma

At graduation from high school, special recognition shall be awarded to those students whose academic achievements in core curriculum areas have been outstanding.

The Superintendent or designee shall identify high school students who have demonstrated mastery of the high school curriculum qualifying them for the Golden State Seal Merit Diploma. (Education Code 51454)

(cf. 6162.51 - Standardized Testing and Reporting Program)

### Legal Reference:

EDUCATION CODE  
35160 Authority of governing boards  
44015 Awards to employees and students  
CODE OF REGULATIONS, TITLE 5  
Management Resources:  
WEB SITES  
CSBA: <http://www.csba.org>



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## Head Lice

### Procedure for Control of Head Lice in Schools

It is necessary that efforts be made to effectively control head lice as soon as it becomes evident that a student may be infested. In order to keep a simple case of head lice (pediculosis) from turning into a widespread problem, there is a need for individuals to work together to eradicate the problem. School personnel and medical personnel must work cooperatively with students and parents to initiate the steps necessary to treat and eliminate head lice. Classroom teachers should report all suspected infestations to the health office. Control depends on prompt detection, proper administration, effective treatment and spread prevention.

The following procedures are to be followed when a student has been found to have head lice:

1. Parents are to be immediately contacted and the student excluded from school in order to receive proper treatment. Information shall be made available to the parents, including options for treatment with methods such as an anti-lice shampoo and other options for the student infested and the procedures to be followed to eliminate head lice in the home. If the child is unable to go home, the school will make reasonable efforts to minimize contact with other students for the remainder of the school day.
2. School age siblings of the student will be checked for head lice by school staff as soon as possible. If siblings attend another school in the district, that school's health office will be notified as soon as possible so that they can check the sibling.
3. An "awareness" letter will be sent home with all of the classmates of the identified student at the elementary school level. This letter will inform parents that a case of head lice was detected in their child's class and will provide general information about head lice and suggestions as to what parents can do to screen their own children for head lice. Such a letter will NOT provide the identity of the student found to have head lice. Such a letter will not be sent again if it had been sent within the previous 10 days.
4. Students will be readmitted to school ONLY after they have been checked by appropriate school staff and are found to be free of head lice. If the parents provide evidence of an appropriate treatment for head lice (e.g. an anti-lice shampoo bottle), the student may be readmitted to school if treated nits are present. Students will NOT be readmitted if head lice are present. It is the parents' responsibility to contact the school to schedule an appointment for a readmit check. Parents should accompany their child to school for such a readmit check.
5. Approximately one week after being readmitted for having had head lice, the student will be rechecked for head lice by school staff. If head lice are found, the process of exclusion will be initiated again.
6. In situations where the student has repeated cases of head lice, school personnel will contact the family to assist them in identifying means of effectively dealing with the issue and, where appropriate, make referrals to appropriate agencies.
7. Student attendance will be reviewed by the school administrator to determine if/when absences become excessive due to head lice. Excessive absences may be considered "unexcused" at the discretion of the school principal. Referrals may then be made to appropriate agencies regarding the student's attendance.





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### **School Health Services**

The Governing Board recognizes that good physical and mental health is critical to a student's ability to learn and believes that all students should have access to comprehensive health services. The district may provide access to health services at or near district schools through the establishment of a school health center and/or mobile van(s) that serve multiple campuses.

The Board and the Superintendent or designee shall collaborate with local and state agencies and health care providers to assess the health needs of students in district schools and the community. Based on this needs assessment and the availability of resources, the Superintendent or designee shall recommend for Board approval the types of health services to be provided by the district.

(cf. 5131.6 - Alcohol and Other Drugs)  
(cf. 5131.61 - Drug Testing)  
(cf. 5131.62 - Tobacco)  
(cf. 5131.63 - Steroids)  
(cf. 5141 - Health Care and Emergencies)  
(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)  
(cf. 5141.22 - Infectious Diseases)  
(cf. 5141.23 - Asthma Management)  
(cf. 5141.24 - Specialized Health Care Services)  
(cf. 5141.25 - Availability of Condoms)  
(cf. 5141.26 - Tuberculosis Testing)  
(cf. 5141.3 - Health Examinations)  
(cf. 5141.31 - Immunizations)  
(cf. 5141.32 - Health Screening for School Entry)  
(cf. 5141.33 - Head Lice)  
(cf. 5141.4 - Child Abuse Prevention and Reporting)  
(cf. 5141.52 - Suicide Prevention)  
(cf. 6145.2 - Athletic Competition)  
(cf. 6159 - Individualized Education Program)  
(cf. 6164.6 - Identification and Education Under Section 504)

The Board may employ or contract with health care professionals or partner with community health centers to provide the services under the terms of a written contract or memorandum of understanding.

(cf. 1020 - Youth Services)  
(cf. 3312 - Contracts)

Board approval shall be required for any proposed use of district resources and facilities to support school health services. The Superintendent or designee shall identify funding opportunities available through grant programs, private foundations, and partnerships with local agencies and organizations.

(cf. 1260 - Educational Foundation)  
(cf. 3100 - Budget)  
(cf. 7000 - Facilities Master Plan)

The Superintendent or designee shall coordinate the provision of school health services with other student wellness initiatives, including health education, programs that address nutrition and physical fitness, and other activities designed to create a healthy school environment. The Superintendent or designee shall encourage joint planning and regular communications among health services staff, district administrators, teachers, counselors, other staff, and parents/guardians.

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(cf. 3550 - Food Service/Child Nutrition Program)  
(cf. 5030 - Student Wellness)  
(cf. 6142.7 - Physical Education)  
(cf. 6142.8 - Comprehensive Health Education)  
(cf. 6164.2 - Counseling/Guidance Services)

### **Consent and Confidentiality**

The Superintendent or designee shall obtain written parent/guardian consent prior to providing services to a student, except when the student is authorized to consent to the service pursuant to Family Code 6920-6929 or other applicable laws.

The Superintendent or designee shall maintain the confidentiality of student health records in accordance with law.

(cf. 5125 - Student Records)

### **Payment/Reimbursement for Services**

The Board desires that costs not be a barrier to student access to services. Services may be provided free of charge or on a sliding scale in accordance with law.

The Superintendent or designee shall establish procedures for billing public and private insurance programs and other applicable programs for reimbursement of services as appropriate.

(cf. 5143 - Insurance)

The district shall serve as a Medi-Cal provider to the extent feasible, comply with all related legal requirements, and seek reimbursement of costs to the extent allowed by law.

To further encourage student access to health care services, the Superintendent or designee shall develop and implement strategies to assist in outreach and enrollment of eligible students from low- to moderate-income families in affordable, comprehensive state or federal health coverage programs and local health initiatives. Such strategies may include, but not be limited to, providing information about the Medi-Cal program on the application for free and reduced-price meals in accordance with law and providing students and parents/guardians with information about the low-cost Healthy Families insurance program.

(cf. 3553 - Free and Reduced Price Meals)

### **Program Evaluation**

In order to continuously improve school health services, the Board shall evaluate the effectiveness of such services and the extent to which they continue to meet student needs.

The Superintendent or designee shall provide the Board with periodic reports that may include, but not necessarily be limited to, rates of participation in school health services; changes in student outcomes such as school attendance or achievement; feedback from staff and participants regarding program accessibility and operations, including accessibility to low-income and linguistically and culturally diverse students and families; and program costs and revenues.

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(cf. 0500 - Accountability)

### **Legal Reference:**

#### **EDUCATION CODE**

8800-8807 Healthy Start support services for children

49073-49079 Privacy of student records

49423.5 Specialized physical health care services

49557.2-49558 Eligibility for free and reduced-price meals; sharing information with Medi-Cal FAMILY CODE

6920-6929 Consent by minor for medical treatment

#### **GOVERNMENT CODE**

95020 Individualized family service plan

#### **HEALTH AND SAFETY CODE**

121020 HIV/AIDS testing and treatment; parental consent for minor under age 12

123110 Minor's right to access health records

123115 Limitation on parent/guardian access to minor's health records

123800-123995 California Children's Services Act

124025-124110 Child Health and Disability Prevention Program

124172-124174.5 Public School Health Center Support Program

130300-130317 Health Insurance Portability and Accountability Act (HIPAA)

#### **WELFARE AND INSTITUTIONS CODE**

14059.5 Definition of "medically necessary"

14100.2 Confidentiality of Medi-Cal information

14115 Medi-Cal claims process

14124.90 Third-party health coverage

14132.06 Covered benefits; health services provided by local educational agencies

14132.47 Administrative claiming process and targeted case management

#### **CODE OF REGULATIONS, TITLE 10**

2699.6500-2699.6905 Healthy Families Program

#### **CODE OF REGULATIONS, TITLE 17**

2951 Testing standards for hearing tests

6800-6874 Child Health and Disability Prevention Program

#### **CODE OF REGULATIONS, TITLE 22**

51009 Confidentiality

51050-51192 Definitions of Medi-Cal providers and services

51200 Requirements for providers

51231.2 Wheelchair van requirements

51270 Local educational agency provider; conditions for participation

51304 Limitations on specified benefits

51309 Psychology, physical therapy, occupational therapy, speech pathology, audiological services

51323 Medical transportation services

51351 Targeted case management services

51360 Local educational agency; types of services

51491 Local educational agency eligibility for payment

51535.5 Reimbursement to local educational agency providers

#### **UNITED STATES CODE, TITLE 20**

1232g Family Educational and Privacy Rights Act (FERPA)

#### **UNITED STATES CODE, TITLE 42**

1320c-9 Prohibition against disclosure of records

1397aa-1397jj State Children's Health Insurance Program

#### **CODE OF FEDERAL REGULATIONS, TITLE 42**

431.300 Use and disclosure of information on Medicaid applicants and recipients

#### **CODE OF FEDERAL REGULATIONS, TITLE 45**

164.500-164.534 Health Insurance Portability and Accountability Act (HIPAA)

### **Management Resources:**

CSBA PUBLICATIONS

### **Policy Adopted:**



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*Expanding Access to School Health Services: Policy Considerations for Governing Boards, Policy Brief, November 2008*

*Promoting Oral Health for California's Student: New Role, New Opportunities for Schools, Policy Brief, November 2008*

*Providing School Health Services in California: Perceptions, Challenges and Needs of District Leadership Teams, 2008*

### **DEPARTMENT OF HEALTH SERVICES PUBLICATIONS**

LEA Medi-Cal Provider Manual

California School-Based Medi-Cal Administrative Activities Manual

### **DEPARTMENT OF HEALTH SERVICES POLICY LETTERS**

00-06 Managed Care Plan Relationships with Local Education Agency Providers, December 11, 2000

### **NATIONAL ASSEMBLY ON SCHOOL-BASED HEALTH CARE PUBLICATIONS**

A Guidebook for Evaluating School-Based Health Centers

### **NATIONAL CENTER FOR YOUTH LAW PUBLICATIONS**

Minor Consent, Confidentiality, and Child Abuse Reporting in California, October 2006

### **WEB SITES**

CSBA: <http://www.csba.org>

CSBA, PractiCal Program:

<http://www.csba.org/Services/Services/DistrictServices/PractiCal.aspx>><http://www.csba.org>><http://www.csba.org/Services/Services/DistrictServices/PractiCal.aspx>

California County Superintendents Educational Services Association: <http://www.ccsesa.org>

California Department of Education, Health Services and School Nursing: <http://www.cde.ca.gov/ls/he/hn>

California Department of Health Care Services: <http://www.dhcs.ca.gov>

California Department of Public Health: <http://www.cdph.ca.gov>

California School Health Centers Association: <http://www.schoolhealthcenters.org>

California School Nurses Organization: <http://www.csno.org>

Center for Health and Health Care in Schools: <http://www.healthinschools.org>

Centers for Disease Control and Prevention, School Health Policies and Programs (SHPPS) Study:  
<http://www.cdc.gov/HealthyYouth/shpps>

Centers for Medicare and Medicaid Services: <http://www.cms.hhs.gov>

Healthy Families Program: <http://www.healthyfamilies.ca.gov>

National Assembly on School-Based Health Care: <http://www.nasbhc.org>

National Center for Youth Law: <http://www.youthlaw.org>



## **Chico Unified School District**

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

Board Policy:

#6159.1

Section: 6000

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### **Procedural Safeguards And Complaints For Special Education**

The Governing Board desires to protect the rights of students with disabilities in accordance with the procedural safeguards set forth in state and federal law. Parents/guardians shall receive written notice of their rights in accordance with law, Board policy, and administrative regulation.

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))  
(cf. 5145.6 - Parental Notifications)  
(cf. 6159 - Individualized Education Program)  
(cf. 6159.2 - Nonpublic Nonsectarian School and Agency Services for Special Education Students)  
(cf. 6159.3 - Appointment of Surrogate Parent for Special Education Students)  
(cf. 6159.4 - Behavioral Interventions for Special Education Students)  
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

The Superintendent or designee shall represent the district in any due process hearing conducted with regard to district students and shall inform the Board about the result of the hearing.

The Superintendent or designee shall address a complaint concerning compliance with state or federal law regarding special education in accordance with the district's uniform complaint procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

#### **Legal Reference:**

##### **EDUCATION CODE**

56000 Education for individuals with disabilities  
56001 Provision of the special education programs  
56020-56035 Definitions  
56195.7 Written agreements  
56195.8 Adoption of policies for programs and services  
56300-56385 Identification and referral, assessment  
56440-56447.1 Programs for individuals between the ages of three and five years  
56500-56509 Procedural safeguards, including due process rights  
56600-56606 Evaluation, audits and information

##### **CODE OF REGULATIONS, TITLE 5**

3000-3100 Regulations governing special education  
4600-4671 Uniform complaint procedures

##### **UNITED STATES CODE, TITLE 20**

1232g Family Educational Rights and Privacy Act  
1400-1482 Individuals with Disabilities Education Act

##### **UNITED STATES CODE, TITLE 29**

794 Section 504 of the Rehabilitation Act

##### **UNITED STATES CODE, TITLE 42**

11434 Homeless assistance

##### **CODE OF FEDERAL REGULATIONS, TITLE 34**

99.10-99.22 Inspection, review and procedures for amending education records

104.36 Procedural safeguards

300.1-300.818 Assistance to states for the education of students with disabilities, especially:

300.500-300.520 Procedural safeguards and due process for parents and students

##### **COURT DECISIONS**

Winkelman v. Parma City School District, (2007) 550 U.S. 516

#### **Management Resources:**

##### **FEDERAL REGISTER**

Final Regulations, December 1, 2008, Vol. 73, No. 231, pages 73006-73029

##### **WEB SITES**

California Department of Education, Special Education: <http://www.cde.ca.gov/sp/se>

U.S. Department of Education, Office of Special Education Programs: <http://www.ed.gov/about/offices/list/osep>

#### **Policy Adopted:**



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**Standardized Testing and Reporting Program**

The Governing Board desires to use the results of the achievement tests to evaluate the performance of district students in achieving state academic standards and in comparison to the performance of students across the state. The Superintendent or designee shall administer mandatory student assessments within the state Standardized Testing and Reporting (STAR) Program as required by law and in accordance with Board policy and administrative regulation.

(cf. 6162.5 - Student Assessment)

(cf. 6162.54 - Test Integrity/Test Preparation)

The Board strongly encourages all students at the applicable grade levels to participate in the STAR assessments in order to maximize the usefulness of the data and enable the district to meet participation levels required for state and federal accountability systems. The Superintendent or designee shall notify students and parents/guardians about the importance of these assessments. Students shall be exempted from participation only in accordance with law and administrative regulation.

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 0520.3 - Title I Program Improvement Districts)

(cf. 6011 - Academic Standards)

**Legal Reference:**

**EDUCATION CODE**

51041 Evaluation of educational program

52056 Board discussion of Academic Performance Index rankings, including STAR results

56345 Individualized education program, contents

60600-60630 Assessment of academic achievement

60640-60649 Standardized Testing and Reporting Program

60660-60663 Electronic learning assessment resources

60810 Assessment of language development

99300-99301 Early Assessment Program

**CODE OF REGULATIONS, TITLE 5**

850-870 Standardized Testing and Reporting Program

**UNITED STATES CODE, TITLE 20**

1412(a)(17) Participation of students with disabilities in state assessments

6311 Adequate yearly progress

**CODE OF FEDERAL REGULATIONS, TITLE 34**

200.1 Standards and assessment

**Management Resources:**

**CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

Matrix of Test Variations, Accommodations and Modifications for Administration of California Statewide Assessments

**CALIFORNIA STATE UNIVERSITY PUBLICATIONS**

The Early Assessment Program: Handbook for School Site Leaders, 2008

**U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS**

The Use of Tests as Part of High-Stakes Decision-Making for Students: A Resource Guide for Educators and Policy-Makers, December 2000

**WEB SITES**

CSBA: <http://www.csba.org>

California Department of Education, STAR Program: <http://www.cde.ca.gov/ta/tg/sr>

California Learning Resources Network: <http://clrn.org>

California State University, Early Assessment Program: <http://www.calstate.edu/eap>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/offices/OCR>

Policy Adopted:



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#6163.4

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**STUDENT USE OF TECHNOLOGY**

The Board of Education intends that technological resources provided by the district be used in a responsible and proper manner in support of the instructional program and for the advancement of student learning.

(cf. 0440 - District Technology Plan)  
(cf. 1113 - District and School Web Sites)  
(cf. 4040 - Employee Use of Technology)  
(cf. 5131 - Conduct)  
(cf. 6163.1 - Library Media Centers)

The Superintendent or designee shall notify students and parents/guardians about authorized uses of district computers and consequences for unauthorized use and/or unlawful activities.

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)  
(cf. 5144 - Discipline)  
(cf. 5144.1 - Suspension and Expulsion/Due Process)  
(cf. 5144.2 - Suspension and Expulsion/Due Process: Students with Disabilities)  
(cf. 5145.12 - Search and Seizure)

**On-Line Services/Internet Access**

The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that blocks or filters Internet access to visual depictions that are obscene, child pornography, or harmful to minors, and that the operation of such measures is enforced. (20 USC 6777, 47 USC 254)

The Board desires to protect students from access to harmful matter on the Internet or other on-line services. The Superintendent or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet. He/she also shall establish regulations to address the safety and security of students when using electronic mail, chat rooms and other forms of direct electronic communication.

Disclosure, use and dissemination of personal identification information regarding students is prohibited.

The Superintendent or designee shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, the dangers of posting personal information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.

Staff shall supervise students while they are using on-line services and may ask teacher aides and student aides to assist in this supervision.

The student and his/her parent/guardian shall agree to not hold the district responsible and shall agree to indemnify and hold harmless the district and all district personnel for the failure of any technology protection measures, violations of copyright restrictions, users' mistakes or negligence, or any costs incurred by users.

(cf. 6162.6 - Use of Copyrighted Materials)

In order to help ensure that the district adapts to changing technologies and circumstances, the Superintendent or designee shall regularly review this policy, the accompanying administrative regulation and other procedures. He/she shall also monitor the district's filtering software to help ensure its effectiveness.



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**Legal Reference:**

**EDUCATION CODE**

51006 Computer education and resources

51007 Programs to strengthen technological skills

51870-51874 Education technology

60044 Prohibited instructional materials

**PENAL CODE**

313 Harmful matter

502 Computer crimes, remedies

632 Eavesdropping on or recording confidential communications

653.2 Electronic communication devices, threats to safety

**UNITED STATES CODE, TITLE 15**

6501-6506 Children's Online Privacy Protection Act

**UNITED STATES CODE, TITLE 20**

6751-6777 Enhancing Education Through Technology Act, Title II, Part D, especially:

6777 Internet safety

**UNITED STATES CODE, TITLE 47**

254 Universal service discounts (E-rate)

**CODE OF FEDERAL REGULATIONS, TITLE 16**

312.1-312.12 Children's Online Privacy Protection Act

**CODE OF FEDERAL REGULATIONS, TITLE 47**

54.520 Internet safety policy and technology protection measures, E-rate discounts

**Management Resources:**

**CSBA PUBLICATIONS**

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

**FEDERAL TRADE COMMISSION PUBLICATIONS**

How to Protect Kids' Privacy Online: A Guide for Teachers, December 2000

**MY SPACE.COM PUBLICATIONS**

The Official School Administrator's Guide to Understanding MySpace and Resolving Social Networking Issues

**WEB SITES**

CSBA: <http://www.csba.org>

American Library Association: <http://www.ala.org>

California Coalition for Children's Internet Safety: <http://www.cybersafety.ca.gov>

California Department of Education: <http://www.cde.ca.gov>

Center for Safe and Responsible Internet Use: <http://csriu.org>

Federal Communications Commission: <http://www.fcc.gov>

Federal Trade Commission, Children's Online Privacy Protection:

<http://www.ftc.gov/privacy/privacyinitiatives/childrens.html>

U.S. Department of Education: <http://www.ed.gov>

Web Wise Kids: <http://www.webwisekids.org>





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#9012

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**Board Member Electronic Communications**

The Governing Board recognizes that electronic communication among Board members and between Board members, district administration, and members of the public is an efficient and convenient way to communicate and expedite the exchange of information and to help keep the community informed about the goals, programs, and achievements of the district and its schools. Board members shall exercise caution so as to ensure that electronic communications are not used as a means for the Board to deliberate outside of an agendaized Board meeting.

(cf. 1100 - Communication with the Public)  
(cf. 6020 - Parent Involvement)  
(cf. 9000 - Role of the Board)  
(cf. 9322 - Agenda/Meeting Materials)

A majority of the Board shall not, outside of an authorized meeting, use a series of electronic communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

(cf. 9320 - Meetings and Notices)

Examples of permissible electronic communications concerning district business include, but are not limited to, dissemination of Board meeting agendas and agenda packets, reports of activities from the Superintendent, and reminders regarding meeting times, dates, and places.

Board members shall make every effort to ensure that their electronic communications conform to the same standards and protocols established for other forms of communication. A Board member may respond, as appropriate, to an electronic communication received from a member of the community and should make clear that his/her response does not necessarily reflect the views of the Board as a whole. Any complaint or request for information should be forwarded to the Superintendent in accordance with Board bylaws and protocols so that the issue may receive proper consideration and be handled through the appropriate district process. As appropriate, communication received from the press shall be forwarded to the designated district spokesperson.

(cf. 1112 - Media Relations)  
(cf. 1312.1 - Complaints Concerning District Employees)  
(cf. 1312.2 - Complaints Concerning Instructional Materials)  
(cf. 1312.3 - Uniform Complaint Procedures)  
(cf. 1312.4 - Williams Uniform Complaint Procedures)  
(cf. 3320 - Claims and Actions Against the District)  
(cf. 9005 - Governance Standards)  
(cf. 9121 - Board President)  
(cf. 9200 - Limits of Board Member Authority)  
(cf. 9270 - Conflict of Interest)

In order to minimize the risk of improper disclosure, Board members shall avoid reference to confidential information and information acquired during closed session.

(cf. 4112.6/4212.6/4312.6 - Personnel Files)  
(cf. 5125 - Student Records)  
(cf. 9011 - Disclosure of Confidential/Privileged Information)  
(cf. 9321 - Closed Session Purposes and Agendas)

Policy Adopted:



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Board members may use electronic communications to discuss matters other than district business with each other, regardless of the number of members participating in the discussion.

Like other writings concerning district business, a Board member's electronic communication may be subject to disclosure under the California Public Records Act.

(cf. 1340 - Access to District Records)

**Legal Reference:**

**EDUCATION CODE**

35140 Time and place of meetings

35145 Public meetings

35145.5 Agenda; public participation; regulations

35147 Open meeting law exceptions and applications

**GOVERNMENT CODE**

11135 State programs and activities, discrimination

54950-54963 The Ralph M. Brown Act, especially:

54952.2 Meeting, defined

54953 Meetings to be open and public; attendance

54954.2 Agenda posting requirements, board actions

**Management Resources:**

**CSBA PUBLICATIONS**

The Brown Act: School Boards and Open Meeting Laws, rev. 2006

**ATTORNEY GENERAL PUBLICATIONS**

The Brown Act: Open Meetings for Legislative Bodies, 2003

**LEAGUE OF CALIFORNIA CITIES PUBLICATIONS**

Open and Public IV: A Guide to the Ralph M. Brown Act, rev. 2007

**WEB SITES**

CSBA: <http://www.csba.org>

CSBA, Agenda Online:

<http://www.csba.org/Services/Services/GovernanceTechnology/AgendaOnline.aspx>"><http://www.csba.org>"><http://www.csba.org/Services/Services/GovernanceTechnology/AgendaOnline.aspx>

Institute for Local Government: <http://www.cacities.org/index.jsp?zone=ilsg>

Policy Adopted:



**Chico Unified School District**  
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## FILLING VACANCIES

### Events Causing a Vacancy

A vacancy on the Governing Board may occur for any of the following events:

1. The death of an incumbent (Government Code 1770)
2. The adjudication pursuant to a quo warranto proceeding declaring that an incumbent is physically or mentally incapacitated due to disease, illness, or accident and that there is reasonable cause to believe that the incumbent will not be able to perform the duties of his/her office for the remainder of his/her term (Government Code 1770)
3. A Board member's resignation (Government Code 1770)

A vacancy resulting from resignation occurs when the written resignation is filed with the County Superintendent of Schools having jurisdiction over the district, except where a deferred effective date is specified in the resignation so filed, in which case the resignation shall become operative on that date. A Board member may not defer the effective date of his/her resignation for more than 60 days after he/she files the resignation with the County Superintendent. (Education Code 5090, 5091)

Upon being filed with the County Superintendent, a written resignation, whether specifying a deferred effective date or otherwise, shall be irrevocable. (Education Code 5090)

4. A Board member's removal from office, including recall (Elections Code 11384; Government Code 1770)
5. A Board member's ceasing to be an inhabitant of the state or resident of the district (Government Code 1770)

A vacancy on the Board also occurs when a Board member ceases to inhabit the trustee area which he/she represents on the Board. (58 Ops.Cal.Atty.Gen. 888 (1975))

6. A Board member's absence from the state beyond the period allowed by law without the permission required by law (Government Code 1770)

No Board member shall be absent from the state for more than 60 days, except in any of the following situations: (Government Code 1064)

- a. Upon business of the school district with the approval of the Board
- b. With the consent of the Board for an additional period not to exceed a total absence of 90 days
- c. For federal military deployment not to exceed six months as a member of the armed forces of the United States or the California National Guard

If the absence of the Board member for this purpose exceeds six months, the Board may approve an additional six-month absence upon a showing that there is a reasonable expectation that the member will return within the second six-month period, and the Board may appoint an interim member to serve in his/her absence. If two or more members of the Board are absent by reason of these circumstances, and those absences result in the inability to establish a quorum at a regular meeting, the Board may immediately appoint one or more interim members as necessary to enable the Board to conduct business and discharge its responsibilities.

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- d. In the case of illness or other urgent necessity, and upon a proper showing thereof, the time limited for absence from the state may be extended by the Board for an additional period not to exceed 30 days.

*(cf. 9250 - Remuneration, Reimbursement and Other Benefits)*

7. A Board member's ceasing to discharge the duties of his/her office for the period of three consecutive months, except when prevented by sickness or when absent from the state with the permission required by law (Government Code 1770)
8. A Board member's conviction of a felony or any offense involving a violation of his/her official duties or conviction of a designated crime resulting in a forfeiture of office (Government Code 1770 and 3000-3003)
9. A Board member's refusal or neglect to file his/her required oath or bond within the time prescribed (Government Code 1770)

*(cf. 9224 - Oath or Affirmation)*

10. The decision of a competent tribunal declaring void a Board member's election or appointment (Government Code 1770)
11. The making of an order vacating a Board member's office or declaring the office vacant when the officer fails to furnish an additional or supplemental bond (Government Code 1770)
12. A Board member's commitment to a hospital or sanitarium as a drug addict, dipsomaniac, inebriate, or stimulant addict by a court of competent jurisdiction, in which case the office shall not be deemed vacant until the order of commitment has become final (Government Code 1770)
13. A failure to elect when either no candidate or an insufficient number of candidates have filed to run for a Board seat(s) (Education Code 5090, 5326, 5328)

**Timelines for Filling a Vacancy**

When a vacancy occurs, the Board shall take the following action, as appropriate:

1. When a vacancy occurs less than four months before the end of a Board member's term, the Board shall take no action. (Education Code 5093)
2. When a vacancy occurs four or more months before the end of a Board member's term, the Board shall, within 60 days of the date of the vacancy or the filing of the member's deferred resignation, either order an election or make a provisional appointment, unless a special election is mandated as described in item #3 below. (Education Code 5091, 5093)
3. When a vacancy occurs from six months to 130 days before a regularly scheduled Board election at which the position is not scheduled to be filled, a special election to fill the position shall be consolidated with the regular election. The person so elected shall take office at the first regularly scheduled Board meeting following the certification of the election and shall serve only until the end of the term of the position which he/she was elected to fill. (Education Code 5093)

When a special election is not required, the Board may make a provisional appointment. (Education Code 5091, 5093)

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### **Provisional Appointments**

In order to draw from the largest possible number of candidates, the Board shall advertise in the local media to solicit candidate applications or nominations. A committee consisting of less than a quorum of the Board shall ensure that applicants are eligible for Board membership and announce the names of the eligible candidates. The Board shall interview the candidates at a public meeting, accept oral or written public input, and select the provisional appointee by a majority vote.

*(cf. 9130 - Board Committees)*  
*(cf. 9323.2 - Actions by the Board)*

In order to serve on the Board, a person must meet the eligibility requirements specified in Education Code 35107.

*(cf. 9220 - Governing Board Elections)*

Within 10 days after the appointment is made, the Board shall post notices of the actual vacancy, or the filing of a deferred resignation, and the provisional appointment. The notice shall be published in the local newspaper pursuant to Government Code 6061 and posted in at least three public places within the district. (Education Code 5092)

The notice shall contain: (Education Code 5092)

1. The date of the occurrence of the vacancy or the date of the filing of, and the effective date of, the resignation
2. The full name of the appointee
3. The date of appointment
4. A statement notifying the voters that unless a petition calling for a special election pursuant to Education Code 5091 is filed in the office of the County Superintendent within 30 days of the provisional appointment, it shall become an effective appointment

The person appointed shall hold office until the next regularly scheduled election for district Board members and shall be afforded all the powers and duties of a Board member upon appointment. (Education Code 5091)

### **Appointment Due to Failure to Elect**

When a vacancy occurs because no person or an insufficient number of candidates have been nominated (i.e., a failure to elect), and a district election will not be held, the Board shall appoint a qualified person to the office. This appointment shall be made at a meeting prior to the day fixed for the election and the appointee shall be seated at the organizational meeting as if elected at the district election. (Education Code 5328)

*(cf. 9100 - Organization)*

When an appointment is being made because of a failure to elect, the district shall publish a notice once in a newspaper of general circulation published in the district, or if no such newspaper exists, in a newspaper having general circulation within the district. This notice shall state that the Board intends to make an appointment and shall inform persons of the procedure available for applying for the appointment. (Education Code 5328.5)

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The procedure for selecting and interviewing candidates shall be the same as the procedures for "Provisional Appointments," as specified above.

Legal Reference:

**EDUCATION CODE**

5000-5033 Elections

5090-5095 Vacancies

5200-5208 Districts governed by boards of education

5300-5304 Elections

5320-5329 Order and call of election

5340-5345 Consolidation of elections

5360-5363 Election notice

5420-5426 Cost of elections

5440-5442 Miscellaneous provisions, elections

35107 Eligibility of board members

35178 Resignation with deferred effective date

**ELECTIONS CODE**

10600-10604 School district elections

11381-11386 Candidates for recall

**GOVERNMENT CODE**

1064 Absence from state

1770 Vacancies: definition

3000-3002 Forfeiture of office

3060-3075 Removal other than by impeachment

6061 One time notice

54950-54963 The Ralph M. Brown Act

**PENAL CODE**

88 Bribery, forfeiture from office

**UNITED STATES CODE, TITLE 18**

704 Military medals or decorations

**ATTORNEY GENERAL OPINIONS**

58 Ops.Cal.Atty.Gen. 888 (1975)

**Management Resources:**

**CSBA PUBLICATIONS**

Filling a Board Vacancy, rev. January 2008

**WEB SITES**

CSBA: <http://www.csba.org>

California State Attorney General's Office, Quo Warranto Applications: <http://caag.state.ca.us/opinions/quo.htm>

(6/96 11/04) 11/08



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**MEETINGS AND NOTICES**

Meetings of the Board of Education are conducted for the purpose of accomplishing district business. In accordance with state open meeting laws, the Board shall hold its meetings in public and shall conduct closed sessions during these meetings only to discuss confidential matters specified by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public and shall be conducted in accordance with law and Board-adopted bylaws, policies and administrative regulations.

A Board meeting exists whenever a majority of Board members gather at the same time and place to hear, discuss or deliberate upon any item within the subject matter jurisdiction of the Board or district. (Government Code 54952.2)

A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. However, an employee or district official may engage in separate conversations with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

Meetings shall be held within district boundaries, except when otherwise allowed by law. (Government Code 54954)

Meetings shall be held in a facility that is accessible to all persons, including disabled persons, without charge. (Government Code 54961)

In order to help ensure participation in the meeting by disabled individuals, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. (Government Code 54953.2, 54954.1)

Meeting notices and agendas shall specify that an individual who requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent or designee. (Government Code 54954.2)

Each agenda shall also list the address designated by the Superintendent or designee for public inspection of agenda documents that have been distributed to the Board less than 72 hours before the meeting. (Government Code 54957.5)

(cf. 9322 – Agenda/Meeting Materials)

**Regular Meetings**

The Board may hold two regular meetings each month. At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public. (Government Code 54954.2)

If a fire, flood, earthquake or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a place designated by the president or designee, who shall so inform, by the most rapid available means of communication, all news media who have requested notice of special meetings. (Government Code 54954)



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### **Special Meetings**

Special meetings of the Board may be called by the presiding officer or a majority of the Board members. (Government Code 54956)

Written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice shall be received at least 24 hours before the time of the meeting. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and place of the meeting and the business to be transacted or discussed; no other business shall be considered at these meetings. (Education Code 35144; Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

Public notice shall be given at least 72 hours before any retreats, study sessions or training sessions held by the Board. All such meetings shall be held within district boundaries and action items shall not be included.

### **Emergency Meetings**

In the case of an emergency situation for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

An *emergency situation* means either of the following: (Government Code 54956.5)

1. A work stoppage, crippling activity or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board
2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist activity, or threatened terrorist act that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting under this section may endanger the public health and/or safety as determined by a majority of the members of the Board

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president shall give such notice at or near the time he/she notifies the other members of the Board about the meeting. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)





## **Chico Unified School District**

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### **Adjourned/Continued Meetings**

A majority vote by the Board may adjourn/continue any meeting to a later time and place that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present at any regular or adjourned regular meeting, the secretary or the clerk may declare the meeting adjourned to a later time and shall give notice in the same manner required for special meetings. (Government Code 54955)

A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the meeting was held within 24 hours after the time of adjournment. (Government Code 54955)

### **Teleconferencing**

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction. All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within district boundaries. (Government Code 54953)

Agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. Additional teleconference locations may be provided to the public. (Government Code 54953)

All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location. (Government Code 54953)

All Board policies, administrative regulations and bylaws shall apply equally to meetings that are teleconferenced. The Superintendent or designee shall facilitate public participation in the meeting at each teleconference location.

### **Hearings**

The Board may occasionally convene public hearings at which no Board action is to be taken. Such hearings are held solely to allow the Board and members of the public to receive information. A hearing may take place immediately prior to a Board meeting.

If a quorum of Board members is present at a hearing, notice of the hearing shall be provided according to procedures specified above for regular meetings.

### **Other Gatherings**

Attendance by a majority of the Board members at any of the following events is not subject to state open meeting laws provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school Boards



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2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern
3. An open and noticed meeting of another body of the district or at a legislative body of another local agency
4. A purely social or ceremonial occasion
5. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers

Individual contacts or conversations between a Board member and any other person are not subject to open meeting laws. (Government Code 54952.2)

### **Legal Reference:**

#### EDUCATION CODE

- 35140 Time and place of meetings
- 35143 Annual organizational meeting, date, and notice
- 35144 Special meeting
- 35145 Public meetings
- 35145.5 Agenda; public participation; regulations
- 35146 Closed sessions
- 35147 Open meeting law exceptions and applications

#### GOVERNMENT CODE

- 54950-54957.9 Meetings, especially:
- 54953 Meetings to be open and public; attendance
- 54953.2 Compliance with Americans with Disabilities Act
- 54954 Time and place of regular meetings
- 54954.1 Mailed notices
- 54954.2 Agenda posting requirements, board actions
- 54954.3 Opportunity for public to speak
- 54956 Special meetings; call; notice
- 54956.5 Emergency meetings
- 54957.5 Agenda distribution
- 54961 Prohibition on use of certain facilities

#### UNITED STATES CODE, TITLE 42

- 12101-12213 Americans with Disabilities Act

#### CODE OF FEDERAL REGULATIONS, TITLE 28

- 35.160 Effective communications
- 36.303 Auxiliary aids and services

#### ATTORNEY GENERAL OPINIONS

- 84 Ops.Cal.Atty.Gen. 181 (2001)
- 84 Ops.Cal.Atty.Gen. 30 (2001)
- 79 Ops.Cal.Atty.Gen. 69 (1996)
- 78 Ops.Cal.Atty.Gen. 327 (1995)

### **Management Resources:**

#### CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, 1999

#### ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Legislative Bodies, California Attorney General's Office, 2002

#### WEB SITES

CSBA: <http://www.csba.org>

California Attorney General's Office: <http://www.caag.state.ca.us>