

Yuba City Unified School District

Governing Board Agenda

www.ycusd.org
530-822-7601

September 27, 2022

6:00 PM Closed Session
7:00 PM Open Session



Board Room 750 Palora Avenue, Yuba City CA 95991
[https://ycusd-org.zoom.us/j/86052846829?](https://ycusd-org.zoom.us/j/86052846829?pwd=TnUvakVGSWIDV000M3JHYVJCQkhJdz09)
[pwd=TnUvakVGSWIDV000M3JHYVJCQkhJdz09](https://ycusd-org.zoom.us/j/86052846829?pwd=TnUvakVGSWIDV000M3JHYVJCQkhJdz09)
Webinar ID: 860 5284 6829 Passcode: 954757

NOTICE TO THE PUBLIC

As the Board discusses agenda items, audience participation is permitted. The President will recognize those members of the audience who wish to speak. The President may set a time limit on each person's remarks. If necessary, each person wishing to speak will be asked to identify himself prior to speaking. Generally, the President will ask Board Members for their remarks prior to recognizing requests to speak from the audience. At the President's discretion, agenda items may be considered in other than numerical order.

Members of the Governing Board

Lonetta Riley, President
Sarbjit Takhar, Vice President
Jasmin Dhami, Clerk
Mary Buttacavoli, Member
Nicolo Orozco, Member
Shelley Priddy, Member
Greg Quilty, Member

Student Members

Open, APHS
Eddie Jensen, RVHS
Isabella Avila, YCHS

Materials related to an item on this agenda submitted to the Board after distribution of the agenda packet are available for public inspection in the office of the Superintendent at 750 Palora Avenue, Yuba City, during normal business hours and are available on line at www.ycusd.org.

Public comment shall be limited to matters within the "subject matter jurisdiction" of the Board. A matter is within the "subject matter jurisdiction" of the Board if it relates to the roles and responsibilities of the Board as set forth in Board bylaw 9000. Speakers are cautioned that under California law no person is immune from liability for making intentionally false or defamatory comments regarding any person simply because the comments are made at a public meeting.

SPECIAL NOTICE

Anyone who is planning to attend the Board meeting and needs interpretation services or is visually or hearing impaired or has any disability that needs special assistance should call the Superintendent's Office at 822-7601 at least 48 hours in advance of the meeting to make arrangements.

Quien planea asistir a la reunión de la Junta Directiva y necesita servicios de interpretación debe llamar a la oficina del Superintendente al 822-7601 por lo menos 48 horas antes de la reunión para hacer los arreglos.

ਜੇਕਰ ਆਪਣੀ ਬੋਰਡ ਮੀਟਿੰਗ ਵਿੱਚ ਸ਼ਾਮਲ ਹੋਣਾ ਚਾਹੁੰਦੇ ਹੋ ਅਤੇ ਆਪਣੀ ਨੂੰ ਦੁਭਾਸ਼ੀਏ ਦੀ ਲੋੜ ਹੈ ਤਾਂ ਘੱਟ ਤੋਂ ਘੱਟ 48 ਘੰਟੇ ਪਹਿਲਾਂ ਸੁਪਰਿੰਟੈਂਡੈਂਟ ਦੇ ਦਫਤਰ ਵਿੱਚ 822-7601 ਫੋਨ ਨੰਬਰ ਤੇ ਫੋਨ ਕਰਨਾ ਲਾਜ਼ਮੀ ਹੈ ਤਾਂ ਕਿ ਦੁਭਾਸ਼ੀਏ ਦਾ ਪ੍ਰਬੰਧ ਹੋ ਸਕੇ।

NOTICE TO THE PUBLIC

To view the Board meeting via Zoom please use the following link:

<https://ycusd-org.zoom.us/j/86052846829?pwd=TnUvakVGSWIDV000M3JHYVJCQkhJdz09>

Webinar ID: 860 5284 6829

Passcode: 954757

1. CALL TO ORDER AND ROLL CALL
2. PUBLIC COMMENT ON CLOSED SESSION AGENDA ITEMS
3. RECESS TO CLOSED SESSION
4. CLOSED SESSION

Public Employee Employment or Appointment

Personnel Listing and Board Resolution BR-2223-016

[Personnel Listing BR-2223-016](#)

Conference With Labor Negotiator

Pursuant to Government Code §54957.6. the board will meet in Closed Session to give direction to the Agency Negotiator regarding negotiations with Yuba City Teachers Association, California School Employees Association Chapter #265, and unrepresented groups.

Expulsions, Suspended Contracts, and Readmission Case Recommendation

Pursuant to Government Code §54957 and Education Code §48919(k) the Board will meet in Closed Session to discuss expulsions, suspended contracts, and readmission case recommendations with the Director of Student Services.

Student Cases

5. RECALL TO OPEN SESSION
6. PLEDGE OF ALLEGIANCE
The audience will be asked to stand for the Pledge of Allegiance followed by a moment of silence for all present to use at the dictates of their own conscience.
7. AGENDA REORGANIZATION / REPORT OF CLOSED SESSION
8. STUDENT REPORT
 - 8.A TBD, APHS Student Member
Eddie Jensen, RVHS Student Member
Isabella Avila, YCHS Student Member
9. STUDENT RECOGNITION

- 9.A Student Recognition
[Staff Report](#)

10. STAFF RECOGNITION

- 10.A YCUSD Employee Recognition
[Staff Report - Employee Recognition September 27, 2022](#)
[Employee Recognition Memo - September 27, 2022](#)

11. COMMENTS FROM THE PUBLIC ON ITEMS NOT ON THE AGENDA

12. CONSENT AGENDA

- 12.A RVHS Cross Country CIF State Championships Field Trip
[Staff Report RVHS CIF Championship Fresno](#)
- 12.B Contracts and Agreements
[Staff Report Contracts and Agreements](#)
[Contracts and Agreements](#)
- 12.C Ratification of Contract(s) Executed Pursuant to Board Policy 3300
[Staff Report](#)
[CDW](#)
- 12.D Authorize the Disposal of Surplus Property
[Staff Report Surplus](#)
[Surplus Forms](#)
- 12.E Approval of Barry Water Service Agreement
[Staff Report](#)
[Barry Water Service Agreement](#)
- 12.F Approval of Cafeteria Tables Purchase
[Staff Report](#)
[Quote Gray Ave MS Tables](#)
- 12.G Purchase of Furniture for District Office
[Staff Report](#)
[Office Furniture Purchase Agreement](#)
- 12.H Approval of the September 13, 2022 Governing Board Meeting Minutes
[September 13, 2022 Governing Board meeting minutes](#)
- 12.I Personnel Listing BR-2223-016
[Personnel Listing BR-2223-016](#)

13. ACTION

13.A Student Cases
[Staff Report - Student Cases](#)

13.B Board Resolution BR-2223-07 and Public Hearing for Compliance with the Pupil Textbook and Instructional Materials Incentive Program Act
[Staff Report Resolution](#)
[Public Hearing Notice](#)
[Resolution BR-2223-007](#)

13.C AERIES Student System Renewal
[Staff Report](#)
[AERIES SIS Renewal](#)

13.D Board Bylaw 9015
[Staff Report](#)
[Bylaw 9015 Complaints Concerning A Board Member](#)

14. BOARD REPORTS/INFORMATION/DISCUSSION
Committee Reports

15. COMMUNICATIONS
Written Communications from the Public
Comments from Employee Representatives
Comments from Board Members
Comments from the Superintendent

16. NEXT BOARD MEETING
October 11, 2022. Open Session at 7PM, Yuba City Unified School District Office

17. ADJOURNMENT



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: September 27, 2022

AGENDA SECTION: Public Employee Employment or Appointment

DEPARTMENT: Human Resources

SUBJECT: Personnel Listing and Board Resolution BR-2223-016

SUGGESTED ACTION: Staff recommends approval.

ATTACHMENTS:

[Personnel Listing BR-2223-016](#)

Yuba City Unified School District

Governing Board Meeting Staff Report

To: YCUSD Governing Board

From: Michael Reed, Asst. Supt. of Human Resources

Meeting Date: September 27, 2022

Item: Personnel Listing BR – 2223-016

PERSONNEL ACTIONS			
CLASSIFICATION	POSITION	STATUS	ACTION
Certificated	Special Education Teacher	Filled	New Employee
Certificated	Intervention Teacher	Filled	New Employee
Certificated	School Psychologist - Temporary	Filled	New Employee
Certificated	1st Grade Teacher	Filled	New Employee
Certificated	School Nurse	Filled	New Employee
Classified	Office Specialist I	Filled	Promotion
Classified	Instructional Aide II	Filled	New Employee
Classified	Instructional Aide II	Filled	New Employee
Classified	Campus Supervisor	Filled	Transfer
Classified	Office Specialist I	Filled	Transfer
Classified	Instructional Aide II	Filled	New Employee
Classified	Custodian I	Filled	New Employee
Classified	Cafeteria Worker	Filled	Transfer
Classified	Instructional Aide II	Filled	New Employee
Classified	Cafeteria Worker	Filled	New Employee
Classified	Instructional Aide II	Filled	New Employee
Classified	Custodian I	Filled	New Employee
Classified	Instructional Aide II	Filled	New Employee
Classified	Info. Tech Support Specialist	Filled	Promotion
Classified	Cafeteria Manager II	Filled	Promotion
Classified	Instructional Aide - Sped	Filled	Transfer
Classified	Cafeteria Worker	Filled	New Employee
Classified	Cafeteria Worker	Filled	New Employee

Classified	Instructional Aide II	Filled	New Employee
Classified	Child Development Assistant	Filled	Transfer
Classified	Custodian I	Filled	Transfer
Classified	Cook/Transport	Filled	Transfer
Classified	Custodian I	Filled	Transfer
Classified	Library Technician	Vacancy	Retirement
Classified	Clerk I	Vacancy	Retirement
Classified	Cook/Transport	Vacancy	Resignation
Classified	Cook/Transport	Vacancy	Resignation
Classified	Instructional Aide II	Vacancy	Resignation
Classified	Transportation Training Supervisor	Vacancy	Probationary Release



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: September 27, 2022

AGENDA SECTION: Expulsions, Suspended Contracts, and Readmission Case Recommendation

DEPARTMENT: Educational Services

SUBJECT: Student Cases

SUGGESTED ACTION: Requesting Board Direction

ATTACHMENTS:



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: September 27, 2022

AGENDA SECTION: STUDENT REPORT

DEPARTMENT: Superintendent

SUBJECT: TBD, APHS Student Member
Eddie Jensen, RVHS Student Member
Isabella Avila, YCHS Student Member

SUGGESTED ACTION:

ATTACHMENTS:



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: September 27, 2022

AGENDA SECTION: STUDENT RECOGNITION

DEPARTMENT: Superintendent

SUBJECT: Student Recognition

SUGGESTED ACTION:

ATTACHMENTS:
[Staff Report](#)

Yuba City Unified School District Governing Board Meeting Staff Report

To: YCUSD Governing Board

From: Doreen Osumi, Superintendent of Human Resources

Meeting Date: September 27, 2022

Item: Student Recognition

Yuba City High School Student Stella Triebold will share her experience and appreciation to the Board for the opportunity to attend the National Speech & Debate Championship.



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: September 27, 2022

AGENDA SECTION: STAFF RECOGNITION

DEPARTMENT: Human Resources

SUBJECT: YCUSD Employee Recognition

SUGGESTED ACTION: Staff presents certificated and classified employees for Board recognition.

ATTACHMENTS:

[Staff Report - Employee Recognition September 27, 2022](#)
[Employee Recognition Memo - September 27, 2022](#)

Yuba City Unified School District

Governing Board Meeting Staff Report

To: YCUSD Governing Board

From: Michael Reed, Asst. Supt. of Human Resources

Meeting Date: September 27, 2022

Item: YCUSD Employee Recognition

YCUSD is continuing a practice we began at the September 13, 2022 Board Meeting and plan to repeat and continue each Board Meeting. The Human Resources Department has launched a districtwide effort to Connect, Appreciate, and Recognize Staff for the purpose of promoting excellence within our workforce (C.A.R.E)

YCUSD is pleased to continue the tradition of regularly recognizing staff members who have taken unique or extraordinary actions in support of our programs for students.

MR/ap



Yuba City Unified School District

September 27, 2022

Employee Recognition and Appreciation

Governing Board

Lonetta Riley, President
Sarab Takhar, Vice President
Jasmin Dhami, Clerk
Mary Buttacavoli, Member
Nicolo Orozco, Member
Shelley Priddy, Member
Greg Quilty, Member

Superintendent

Doreen Osumi

Yuba City Unified School District and our Governing Board are pleased to recognize the following employees for their contribution to our students, parents and staff.

Certificated Staff:

Carmen Chavez

Preschool Teacher

Classified Staff:

Jim Becker

Database Engineer

Marina Acosta

Data Clerk

Jorge Chavez

Custodian I

Thank you for your dedication to serving our community!

 530-822-5200

 www.ycusd.org

 750 N Palora Ave
Yuba City, CA 95991



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: September 27, 2022

AGENDA SECTION: CONSENT AGENDA

DEPARTMENT: Educational Services

SUBJECT: RVHS Cross Country CIF State Championships Field Trip

SUGGESTED ACTION: The Superintendent recommends approval.

ATTACHMENTS:

[Staff Report RVHS CIF Championship Fresno](#)

**Yuba City Unified School District
Governing Board Meeting
Staff Report**

To: YCUSD Governing Board

From: Pamela Aurangzeb

Meeting Date: September 27, 2022

Item: RVHS CIF Championship Field Trip

The River Valley Track and Field team is requesting the Governing Board's approval to attend the CIF State Championships being held at Woodward Park in Fresno, CA. Fourteen athletes will depart on 10/7/22 and will return on 10/8/22. Accommodations are arranged at the Hotel Piccadilly, 2305 W Shaw Ave in Fresno. This meet will expose the athletes to an elite level of competition against the best runners in California. Students will be transported in two District vans. Drivers have been cleared through the Pull Program. The trip is being funded through fundraised booster funds. No student is being denied the opportunity to attend because of financial need.



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: September 27, 2022

AGENDA SECTION: CONSENT AGENDA

DEPARTMENT: Business Services

SUBJECT: Contracts and Agreements

SUGGESTED ACTION: The Superintendent Recommends

ATTACHMENTS:

[Staff Report Contracts and Agreements](#)
[Contracts and Agreements](#)

Yuba City Unified School District

Governing Board Meeting Staff Report

To: YCUSD Governing Board

From: Scott Bentley, Assistant Superintendent Business

Meeting Date: September 27, 2022

Item: Contracts and Agreements

During the course of the school year, it is necessary to enter into contracts and agreements for goods and/or services.

The attached list of contracts/agreements is submitted for Board approval and/or ratification.

Includes Purchase Orders dated 09/02/2022 - 09/15/2022 ***

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location ANDROS KARPEROS (AKS)				
P23-00736	FOLLETT CONTENT SOLUTIONS LLC	CLASSROOM SETS READING BOOKS	01-4200-0790	1,119.05
			01-4200-3010	9,054.15
P23-00826	RENAISSANCE LEARNING INC	ACCELERATED READER SUBSCRIPTION	01-5800-0790	979.83
			01-5800-3010	7,927.67
			Total Location	19,080.70
Location APRIL LANE ELEMENTARY (APRL)				
P23-00809	SUTTER COUNTY SCHOOLS OFFICE	5TH GRADE SHADY CREEK FIELD TRIP	01-5800-0790	24,700.00
Location BRIDGE STREET ELEMENTARY (BRDG)				
B23-00583	VALLEY ROSE PRINTING	CURRICULUM PRINT JOBS	01-5800-3010	5,000.00
P23-00823	SUTTER COUNTY SUPERINTENDENT OF SCHOOLS	SHADY CREEK - 5TH GRADE	01-5800-0790	11,375.00
			Total Location	16,375.00
Location DISTRICT OFFICE (DO)				
B23-00557	BUTTE COUNTY OFFICE OF ED	ORIENTATION & MOBILITY SERVICES	01-5800-6500	27,295.00
P23-00734	HOUGHTON MIFFLIN HARCOURT PUBLISHING CO	ENGLISH 3D PD	01-5800-4035	21,000.00
P23-00758	SOLUTION TREE	PROFESSIONAL DEVELOPMENT SERVICES	01-5800-4035	10,400.00
P23-00762	AMPLIFY EDUCATION INC	CORE K-5TH SCIENCE FOR BUTTE VISTA	01-4100-6300	7,237.44
P23-00769	HOUGHTON MIFFLIN HARCOURT PUBLISHING CO	ONLINE SPANISH TEXTBOOKS FOR YCHS & RVHS	01-4100-6300	32,594.00
P23-00772	SACRAMENTO COUNTY OFFICE OF ED FINANCIAL SERVICES	REGISTRATION FOR SCOE	01-5800-0790	11,200.00
P23-00777	CDW GOVERNMENT INC.	THINK BOOK DEVICES FOR APHS STUDENTS	01-4300-3182	10,583.98
			01-4400-3182	16,000.00
P23-00798	SCREENCASTIFY LLC	LICENSES FOR SCREENCASTIFY	01-5800-0790	15,450.00
P23-00814	MCGRAW HILL SCHOOL EDUCATION	CA WONDERS- GR 1 FOR LINCREST	01-4100-6300	5,093.57
P23-00830	GAYNOR TELESYSTEMS INC.	EXTENSION LICENSES	01-5800-0000	7,207.39
P23-00833	LEXIA LEARNING SYSTEMS	LEXIA LICENSES FOR EL STUDENTS	01-5800-4203	49,500.00
P23-00847	SOLUTION TREE	ASES/ELOP PROFESSIONAL DEVELOPMENT OCTOBER 7 2022	01-5800-6010	6,700.00
P23-00852	CIF SAC-JOAQUIN SECTION	CIF MEMBERSHIP DUES 22-23 RVHS YCHS	01-5300-0790	8,560.19
P23-00867	MAXI'S AP SERVICES	AFTER SCHOOL CPR/FIRST AID TRAINING	01-5800-6010	10,800.00
			Total Location	239,621.57
Location FOOD SERVICE (FDSC)				

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE
Page 1 of 3

Includes Purchase Orders dated 09/02/2022 - 09/15/2022 ***

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location FOOD SERVICE (FDSC)				
B23-00575	O'CONNELL RANCH	OPEN PO FOR FRESH FRUIT	13-4710-5310	25,000.00
B23-00584	CINTAS CORPORATION #622	OPEN PO FOR UNIFORMS	13-5800-5310	5,000.00
P23-00791	A-1 BODY SHOP & TOWING	VAN 151 REPAIRS	13-5625-5310	5,691.70
			Total Location	35,691.70
Location GRAY AVENUE MIDDLE (GRAY)				
P23-00876	SOLUTION TREE	TEACHER PROFESSIONAL DEVELOPMENT	01-5800-3216	20,886.00
Location INFORMATION SYSTEMS (ITS)				
B23-00558	CDW GOVERNMENT INC.	OPEN PO FOR CONSULTING SERVICES	01-5800-0000	5,000.00
Location LINCOLN ELEMENTARY (LCLN)				
P23-00770	SUTTER COUNTY SUPERINTENDENT OF SCHOOLS	SHADY CREEK 5TH GR	01-5800-0790	9,425.00
Location MAINTENANCE (MAIN)				
B23-00573	ADEMCO INC DBA ADI	OPEN PO FOR LOW VOLTAGE SUPPLIES	01-4300-8150	5,000.00
P23-00749	CONTAINER SOLUTIONS INC PORTABLE COLD STORAGE	LINCOLN CONEX BOX	01-4400-8150	5,764.69
P23-00834	CLASS LEASING LLC	RB & AK CLASSROOMS	25-5600-9010	16,000.00
P23-00838	CALIFORNIA TRAILERS LLC	DECKOVER TILT TRAILER	01-6400-8150	13,035.30
P23-00878	AIR PRODUCTS GROUP INC	AIR FILTERS DISTRICT WIDE	01-4300-3212	24,828.85
			Total Location	64,628.84
Location RIVER VALLEY HIGH (RVHS)				
P23-00785	KNIGHT SOUND & LIGHTING INC	NEW LIGHT AND SOUND SYSTEM FOR MP ROOM	01-6500-0790	17,667.06
Location RIVERBEND ELEMENTARY (RBND)				
P23-00827	RENAISSANCE LEARNING INC	ACCELERATED READER SUBSCRIPTION	01-5800-0790	1,660.23
			01-5800-3010	3,873.87
			Total Location	5,534.10
Location YUBA CITY HIGH (YCHS)				
P23-00737	B & H PHOTO-VIDEO REMITTANCE PROCESSING CENTER	CAMERA KITS	01-4400-0790	2,505.47
			01-4400-3010	7,130.94
P23-00742	IZA DESIGN	PBIS PRODUCTS	01-5800-0790	5,869.26

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE	ONLINE
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Includes Purchase Orders dated 09/02/2022 - 09/15/2022 ***

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location YUBA CITY HIGH (YCHS) (continued)				
P23-00789	CONTAINER SOLUTIONS INC	PORTABLE COLD STORAGE	CONTAINERS FOR SPORTS MED AND ATHLETICS YCHS	01-4400-9519 9,384.38
Total Number of POs			Total Location	24,890.05
			Total	483,500.02

Fund Recap

Fund	Description	PO Count	Amount
01	GENERAL	31	431,808.32
13	CAFETERA	3	35,691.70
25	CAP FAC	1	16,000.00
		Total	483,500.02

Information is further limited to: (Minimum Amount = 5,000.00)

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE	ONLINE
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Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: September 27, 2022

AGENDA SECTION: CONSENT AGENDA

DEPARTMENT: Business Services

SUBJECT: Ratification of Contract(s) Executed Pursuant to Board Policy 3300

SUGGESTED ACTION: Superintendent recommends approval

ATTACHMENTS:

[Staff Report](#)
[CDW](#)

Yuba City Unified School District Governing Board Meeting Staff Report

To: YCUSD Governing Board
From: Scott Bentley, Assistant Superintendent of Business
Meeting Date: September 27, 2022
Item: Ratification of Contract(s) Executed Pursuant to Board Policy 3300

On December 14, 2021, the Board of Education delegated authority to enter into contracts on behalf of the Yuba City Unified School District and to purchase supplies, materials, apparatus, equipment, and services up to the amounts specified in Public Contract Code 20111 and Education Code section 17604. Further limited the delegation to expenditures of less than \$99,100 and required that the Board of Education ratify the contract within sixty (60) days of incurring the expense.

1. CDW-G – License renewal of Securly web content filtering software
Fiscal Impact: \$76,549.54 Fund 01

QUOTE CONFIRMATION



DEAR ROBERT COOKMAN,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.
[Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MXNH878	8/23/2022	SECURLY	0930987	\$76,549.54

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
SECURLY FILTER PREM 1Y 10K-19999U Mfg. Part#: FLTRPREM-10K-19999-1Y-U Subscription Start Date: 11/01/2022 Subscription End Date: 10/31/2023 Electronic distribution - NO MEDIA Contract: Sourcewell 081419-CDW Tech Catalog - Software (081419-CDW)	12307	7104884	\$3.49	\$42,951.43
SECURLY CLASSROOM PREM 1Y 10K-19999U Mfg. Part#: CHTPREM-10K-19999-1Y-U Subscription Start Date: 11/01/2022 Subscription End Date: 10/31/2023 Electronic distribution - NO MEDIA Contract: Sourcewell 081419-CDW Tech Catalog - Software (081419-CDW)	12307	6981663	\$2.73	\$33,598.11
SECURLY HOME 1Y Mfg. Part#: HOME-10K19999-1Y-U Subscription Start Date: 11/01/2022 Subscription End Date: 10/31/2023 Electronic distribution - NO MEDIA Contract: Sourcewell 081419-CDW Tech Catalog - Software (081419-CDW)	12307	7043214	\$0.00	\$0.00

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The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

PURCHASER BILLING INFO	SUBTOTAL	\$76,549.54
Billing Address: YUBA CITY UNIFIED SCHOOL DIST. ACCTS PAYABLE 750 N PALORA AVE YUBA CITY, CA 95991-3684 Phone: (530) 822-5200 Payment Terms: NET 30-VERBAL	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$76,549.54
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
DELIVER TO		
Shipping Address: YUBA CITY UNIFIED SCHOOL DIST. Robert Cookman 730 GRAY AVE YUBA CITY, CA 95991-3621 Shipping Method: ELECTRONIC DISTRIBUTION		



Justin Davenport

|

(866) 246-8136

|

justdav@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: September 27, 2022

AGENDA SECTION: CONSENT AGENDA

DEPARTMENT: Business Services

SUBJECT: Authorize the Disposal of Surplus Property

SUGGESTED ACTION: The Superintendent recommends approval.

ATTACHMENTS:
[Staff Report Surplus](#)
[Surplus Forms](#)

Yuba City Unified School District

Governing Board Meeting Staff Report

To: YCUSD Governing Board

From: Scott Bentley, Assistant Superintendent of Business

Meeting Date: September 27, 2022

Item: Sale and Disposal of Books, Equipment and Supplies

When district-owned books, equipment and supplies become unusable, obsolete, or no longer needed, the Superintendent or designee shall identify these items to the Governing Board, together with their estimated value and a recommendation that they be sold or disposed of by one of the methods prescribed in law and administrative regulations. With Board approval, the Superintendent or designee shall arrange for the sale or disposal of these items.

For Detailed Information see Board Policy 3270 and Administrative Regulation 3270.

Yuba City Unified School District

Surplus Form

SUBMIT

Site: BRIDGE ST SCHOOL

Contact: AUGUSTIN RAMIREZ

Date: 9.19.22

	Description of Equipment	Location	Equipment				Tag Number	*Surplus Code
			Make	Model	Serial Number			
1	6 computer tables 6ft long	BR	n/a	n/a	n/a		n/a	s
2	1 rectangle tables 5ft long	BR	n/a	n/a	n/a		n/a	s
3	1 rectangle table 6ft long	BR	n/a	n/a	n/a		n/a	s
4								
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24								

* Surplus Codes: S - Surplus, D - Disposal

Signature:

Yuba City Unified School District Textbooks Surplus Form

School: River Valley High School

Contact: Traci Landon/Joann Standiford

Date: 09/06/2022

Book Title	Qty	Copyright Date	Publisher	ISBN Number	Condition
1 Grammar Form and Function 1 : Workbook	24	2004	Broukal, Milada	0-07-008227-8978-0-07-008227-4	outdated curriculum
2 Effective Academic Writing 3 The Essay (T	1	2004	Broukal, Milada	978-0-19-430884-7	outdated curriculum
3 Effective Academic Writing 2: Short Essay	27	2005	OUP	0-19-430923-1978-0-19-430923-3	outdated curriculum
4 Grammar Form and Function 3 : Workbook	31	2005	MCG	0-07-008314-2978-0-07-008314-1	outdated curriculum
5 Basic Oxford Picture Dictionary: Workbook	28	1994	OUP	0-19-434567-X	outdated curriculum
6 Oxford Picture Dictionary, Beginning Workb	57	1999	Oxford University Press	978-0-19-435073-0	outdated curriculum
7 Oxford Picture Dictionary for the Content: (E	27	2000	Oxford University Press	978-0-19-434337-4	outdated curriculum
8 Oxford Picture Dictionary for Content Areas	33	2000	OUP	978-0-19-434338-1	outdated curriculum
9 Effective Academic Writing 1: Paragraph	21	2006	OUP	0-19-430922-3978-0-19-430922-6	outdated curriculum
10 Effective Academic Writing 3: Essay	34	2006	OUP	0-19-430924-X978-0-19-430924-0	outdated curriculum
11					
12					
13					
14					
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19					
20					
21					
22					
23					
24					
25					

Picked up: _____

Disposed of: _____

Yuba City Unified School District Textbooks Surplus Form

School: River Valley High School

Contact: Traci Landon/Joann Standiford

Date: 9/19/22

Book Title	Qty	Copyright Date	Publisher	ISBN Number	Condition
1 From School to Work	31	2006	Goodheart Willcox	1-59070-559-9	outdated curriculum
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					

Picked up: _____

Disposed of: _____



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: September 27, 2022

AGENDA SECTION: CONSENT AGENDA

DEPARTMENT: Business Services

SUBJECT: Approval of Barry Water Service Agreement

SUGGESTED ACTION: Superintendent recommends approval of this agreement.

ATTACHMENTS:

[Staff Report](#)
[Barry Water Service Agreement](#)

Yuba City Unified School District

Governing Board Meeting Staff Report

To: YCUSD Governing Board

From: Scott Bentley, Assistant Superintendent of Business Services

Meeting Date: September 27, 2022

Item: Approval of Barry Water Service Agreement

Yuba City Unified School District received the final Barry Water Service Agreement from the City of Yuba City. This agreement will allow the City of Yuba City to provide water services to Barry Elementary School. Changing to City water will greatly improve the quality of water provided to students and staff on campus.

The City of Yuba City submitted an application with the State Water Resources Control Board for funding to connect City water to Barry school. The estimated construction completion date is June 1, 2025. Once installed, the school will incur fees for use of the water service.

Superintendent recommends approval of this agreement.

Fiscal Impact: \$0.00

Recording Requested by and
When Recorded Return to:

City Clerk
City of Yuba City
1201 Civic Center Blvd
Yuba City, CA 95993

NO FEE-Government Code §6103

(Space Above This Line for Recorder's Office Use Only)

EXTRATERRITORIAL WATER SERVICE AGREEMENT

This **EXTRATERRITORIAL WATER SERVICE AGREEMENT** ("Agreement") is made and entered into this _____ day of _____, 2022 (the "Commencement Date"), by and between **YUBA CITY UNIFIED SCHOOL DISTRICT**, ("Owner"), and the **CITY OF YUBA CITY, a California municipal corporation** ("City").

RECITALS

A. Owner represents it has acquired lawful title to property identified by Sutter County Assessor's Parcel Number 23-064-002, located at 1255 Barry Road, Sutter County, CA, (the "Property"), as more particularly described in **Exhibit "A."**

B. The Property is located outside of the incorporated boundaries of City within Sutter County, and neither Sutter County nor any other public agency currently provides water service to the Property. The Property is located within the City's sphere of influence, but outside the City's existing boundaries.

C. California Government Code § 56133(b) permits a City to provide new or extended services by agreement outside its jurisdictional boundaries but within its sphere of influence, and with written approval from Sutter Local Agency Formation Commission ("LAFCO"), which approval is a condition to the effectiveness of this Agreement.

D. The City and Owner both agree it is not necessary for the Property to be annexed into the City at this time.

E. City currently owns and operates a water distribution system which conveys potable water originating in its service area through the City's transmission system. This water distribution system includes a 14-inch waterline traveling south on Railroad Avenue from Bogue Road. In response to a request by the State Water Board Division of Drinking Water regarding water quality, the City will expand its water distribution system and install new distribution lines

to service Barry Elementary School, which is located at the Property. The City's water distribution system, including the proposed new distribution lines to service the Property, is collectively referred to herein as "Distribution System." The Owner's water service line is referred to herein as "New Water Service Line."

F. Owner has agreed to make payments described herein with respect to the water service for the Property in accordance with the fees and rates set by the City for its users, and to comply with City's Municipal Code as may be amended from time to time, as more fully set forth herein.

G. This Agreement is intended to comply with LAFCO requirements for an extra-territorial water service agreement with City.

H. The City has identified options to provide water supply to the Owner to accommodate the Owner's water demands at the Property, provided the Owner meet certain conditions as set forth below.

I. The Division of Drinking Water, State Water Resources Control Board has determined that the water provided by the District to its students and staff does not comply with certain water health standards; and

J. In order to promote and protect the health and safety of the District, its students and staff, the City has submitted a financing application with the State Water Resources Control Board; and

K. If the State Revolving Fund financing is approved, the City would receive funds to construct the necessary infrastructure along Railroad Ave, Stewart Road, and Barry Road, including a new water main, service line, water meter, valves, and all other improvements necessary to connect the City's water system to the Property with an estimated construction completion date of June 1, 2025; and

L. The City's application for State Revolving Fund financing and connection of the City's water system to the Property requires an agreement between the City and the District that identifies the responsibilities and obligations of the Parties regarding the use of the State Revolving Fund monies for the construction of the Project and transfer to the City's water system; and

M. The Parties desire to enter into such agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto, agree as follows:

ARTICLE I. RIGHTS AND OBLIGATIONS

1. Recitals Incorporated. The recitals set forth above are true and correct and are hereby incorporated into and made a part of this Agreement.

2. Term, Ownership, and Effectiveness of Agreement: This Agreement shall become effective when executed by both parties hereto, and further subject to compliance with Section 11 below. The Agreement shall continue in perpetuity or until such time as the Property is annexed into the corporate boundaries of City. At such time, the Owner shall have such rights, privileges, and duties, including fees and rates, as all other City citizens for the then current water service classification. The City and Owner agree that should the City ultimately annex the Property in the future into the City, the Owner will not contest annexation. Owner intends that this Agreement shall constitute its written consent to the annexation of the lands described herein and shall bind its heirs, successors, grantees and/or assigns, and all persons having or acquiring any interest subsequent hereto in said lands, and shall constitute by this Agreement a covenant running with the land and binding upon said successors, grantees and/or assigns that they in fact consent to the annexation of said lands to City and shall execute whatever documentation as may be necessary and do all things required of them to effectuate the annexation at such time as City deems annexation to be in its best interest.

3. Required System Facility Improvements. The parties shall provide the following improvements to accomplish the provision of water service to the Property, which improvements shall be commenced within one-hundred twenty (120) days of the effectiveness of this Agreement, as defined in Section 2 above:

- a. Distribution System. The City shall furnish and install a 14-inch waterline originating at the intersection of Railroad Avenue and Shanghai Bend traveling south on Railroad Avenue to the intersection of Stewart Road and Railroad Ave. A 12-inch water line will be installed on Stewart Road traveling east to Riverbend Elementary.
- b. New Water Service Line. City shall install the New Water Service Line comprising of a 3-inch water service line from the intersection of Railroad Avenue and Stewart Road running south on Railroad Avenue then west on Barry Road to its final connection point at Barry Elementary School at the Property. The City will pay these costs with the intent of having them reimbursed under the terms of the funding agreement.
- c. Downstream Water Line. Owner, at its sole expense and without reimbursement from the City, shall be required to provide a downstream water line ("Downstream Water Line") as necessary to connect to the New Water Service Line from the Property downstream from the Connection Point, as such term is defined in Section 3.d below. Owner shall represent, warrant, and covenant to the City that Owner completed all necessary construction/installation from the Property to the Connection Point after receiving all respective County of Sutter and City permits and that the New Water Service Line was constructed in accordance with all respective laws.

- d. Location for Connection. The Connection Point is defined as the location where the New Water Service Line from the City's Distribution System is connected to the owner's Downstream Water Line. The City shall connect the Downstream Water Line to the 3-inch Water Service Line. The Connection Point is located at the south-eastern property boundary adjacent to the County's right-of-way on Barry Road. This shall be the only connection point authorized to connect to the City's Distribution System for services to the Property.
- e. Metered Service Connection. The City will install a meter on the 3-inch Water Service Line at the intersection of Stewart Road and Railroad Ave.

4. System Facilities Operations and Maintenance. City shall be responsible, at Owner's sole cost, for the operation, maintenance and repair of all components of the New Water Service Line downstream from the City's Distribution System located at the Intersection of Railroad Avenue and Stewart Road, including the obligation to comply with Underground Service Alert (USA) North 811. Owner shall reimburse City for such costs, at City's then-applicable billing rates, within thirty (30) days of Owner's receipt of any invoice by City describing the costs incurred by City for such operation, maintenance and repair and the applicable costs therefor. Owners shall be responsible for the operation, maintenance and repair of all components of the Downstream Water Line. Owner shall further be responsible for handling flushing and discharging of the Water Service Line to be performed as needed, but no less than once per year; provided Owner first provide City sufficient prior notice to allow City to coordinate such activities with Owner. The flushing of the Water Service Line shall be at or near the Connection Point and as approved by City. Any other water system installed by Owner on the Property connected to a well or other source of water not from the City's Water Distribution System is not part of the New Water Service Line, and shall be private ("Private Water System"). It is the sole responsibility of Owner to repair, maintain, and replace all Private Water System, and City shall have no responsibility or liability for these Private Water System. Owner shall obtain all necessary permits or other approvals necessary for constructing and connecting Owner's Private Water System.

5. Disconnecting of Existing On-Site Private Water System(s). Owner shall disconnect all existing on-site Private Water System(s) on the Property per County standards, and any Private Water System shall be fully separated from and not connected to the City's Water Distribution System and New Water Service Line effective as soon as the City extends the New Water Service Line from the Intersection of Railroad Avenue and Stewart Road to the Connection Point. A backflow regulator shall be installed by City to ensure no future connections can contaminate the City's Water Distribution System. Owner will be required to comply with City's Municipal Code as may be amended from time to time, including abandonment of onsite wells in compliance with State Of California Well Standards, with sixty (60) days written notice. Owner shall not apply any water obtained from onsite wells to the City's Water System. Owner agrees to surrender its drinking water permit upon connection to the City's Water Distribution System, June 1, 2025.

6. No Representation Regarding Water Service, Pressure, or Volume For Any Private Water System. The Owner agrees that there is no guarantee, warranty, or other

representation regarding water service, pressure, volume, or quality from the City or associated with water service from the City. This would include no guarantee, warranty or representation that the Owner or any other users on the Property will not have allergic or other reactions to the City's water. The City specifically disclaims any kind of representation, warranty, or guaranty, of any private water system.

7. City to Provide Water Services. Upon Owner's full and complete performance of all of Owner's obligations and responsibilities under this Agreement and completion of construction of the City's expansion of Distribution System and New Water Service Line to the Connection Point, City agrees to provide the Property with water services from City's Water Distribution System and Water Treatment Plant. City's obligation to provide the Property with water services from City's Water Distribution System is conditioned upon City and Owner obtaining the consent of all applicable governmental agencies. As a condition to providing water service, City shall have the right of access to water meters, including any required irrigation meter(s), whether located on City-owned real property, New Water Service Line, or the Property. Owner shall promptly notify the City of any repairs or replacement of damaged water meters. The City shall respond to such notifications in a reasonable amount of time. Water Services are being provided based on water flow requirements of Barry Elementary School.

8. Obligations and Responsibilities of Owner to Pay for Municipal Utility Services Provided by City. Owner agrees to apply to City for a municipal utility water account, maintain its water municipal utility water service account with City in a current status and comply with – and be subject to – City's Municipal Code, as subsequently updated or amended. Owner acknowledges and agrees that if the water bill is not paid on or before the 45th day after the bill was sent, service may be discontinued. A delinquency charge will be made and collected prior to renewing service following the discontinuance. Payments must be made prior to 8:30 a.m. on the scheduled discontinuance day. A payment drop box is available at the entrance of City Hall.

9. Inspection. City shall have the right to inspect and examine the Water Distribution System at any time, including during construction and operation of any portion of the New Water Service Line, and the right to access all water meters. The State Water Board, the State Auditor, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times through the Records Retention End Date in the funding agreement or useful life of the Project, whichever is longer.

10. Indemnification of City: To the greatest extent allowed by law, Owner shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage) incurred by City, Owner or any other person, and from any and all claims, demands, liabilities, damages, and actions in law or equity (including attorney's fees and litigation expenses incurred by City or held to be the liability of the City, including plaintiff's attorneys' fees if awarded), arising or alleged to have arisen directly or indirectly out of (a) the making of this Agreement; (b) the performance of this Agreement; (c) the performance of any or all work to be done in and upon the street rights-of-way, upon the Property or premises

adjacent thereto pursuant to this Agreement; (d) arising or alleged to have arisen directly or indirectly in any way related to the design, construction, installation, maintenance and operation of City Water Distribution System or New Water Line by anyone occupying any portion of the Property, including, without limitation, any such claims, causes of action, damages, liabilities, fees, costs, expenses, and attorney fees arising from inadequate flow, blockage, backflow, water quality, etc. Owner's obligations under the preceding sentence shall apply regardless of whether Owner or any of its officers, officials, employees, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs, or damages caused by the active or sole negligence, or the willful misconduct, of City or any of its officers, officials, employees, agents, or volunteers. This section shall survive termination or expiration of this Agreement.

11. Local Agency Formation Commission (LAFCO). The law states that the City cannot provide new or extended services by contract outside its jurisdictional boundaries until a request is submitted and approvals are received from LAFCO in the affected county. The effectiveness of this Agreement is therefore contingent on LAFCO's approval of the proposed services under this Agreement.

12. Covenants Running with the Land. Owner acknowledges and agrees all of Owner's covenants, agreements, promises, representations, and warranties as set forth in this Agreement are covenants running with Owner's Property as defined in the applicable provisions of Sections 1457 et seq. of the California Civil Code, shall be in favor of and for the benefit of City and shall be enforceable by City. Owner's covenants, agreements, promises, representations and warranties as contained in this Agreement, shall run with the Property and shall be binding on Owner and Owner's successors, assigns, lessees and all parties and persons claiming under them. Owner consents to this Agreement being recorded as covenant running with the Property.

13. Successors and Assigns. The covenants and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto. Owner may not assign its rights and/or obligations under this Agreement without the prior written consent of City, which consent shall not be unreasonably withheld. Any such consent by City shall not, in any way, relieve Owner of its obligations and responsibilities under this Agreement.

14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement, or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof. All notices regarding any new or increased fee or rate increases affecting the applicable fees and rates in this Agreement, shall be provided in the same manner provided to all customers subject to the new or increased fees and charges.

15. Binding. Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, both parties.

16. Compliance with the Law. In providing the services required under this Agreement, Owner shall at all times comply with all applicable laws of the United States, the State of California, and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement. Owner, not City, is responsible for determining applicability of and compliance with all local, State and federal laws including, without limitation, the California Labor Code, Public Contract Code, Public Resources Code, Health & Safety Code, and Government Code; and the Yuba City Municipal Code. City makes no representations regarding the applicability of any such laws to this Agreement, the project, or the parties' respective rights or obligations hereunder including, without limitation, payment of prevailing wages, competitive bidding, subcontractor listing, or other matters. City shall not be liable or responsible, in law or equity, to any person for Owner' failure to comply with any such laws, whether City knew or should have known of the need for Owner to comply, or whether City failed to notify Owner of the need to comply.

17. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

18. Public Health, Safety and Welfare. Nothing contained in this Agreement shall limit City's authority to exercise its police powers, governmental authority, or take other appropriate actions to address issues of public health, safety, and welfare as deemed appropriate by City in its sole determination and discretion.

19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Sutter County, California.

20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this Agreement.

21. Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this

Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees, costs and legal expenses.

24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto, which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement shall be null and void.

26. Time of Essence. Time is of the essence in the fulfillment by the parties hereto of their obligations under this Agreement.

27. Amendment, Etc. No amendment or waiver of any provisions of this Agreement, or consent to any departure from its terms, shall be effective unless the same shall be in writing and signed by the parties hereto.

28. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity, except Owner (i) cannot seek money damages or pursue an action in law; and (ii) is instead limited to bringing a proceeding in the nature of specific performance, injunctive relief or mandamus, or any other action in equity to require good-faith compliance with this Agreement, such as an action to provide Owner's Property with sewer services from City's Water Distribution System.

29. No Third Party Beneficiaries. The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

30. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Owner.

31. Third Party Approvals. The Parties acknowledge that there are approvals from third parties (such as those involving public utilities, railroad right-of-way, etc.) that are required to allow the City providing Owner's Property with water services from the City's Water Distribution System. The approvals are conditions precedent to performance, and the City shall seek said third-party approvals in good faith.

32. Execution in Counterparts. This Agreement may be executed in counterparts, all of which taken together shall constitute an original hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY:

CITY OF YUBA CITY,
a California municipal corporation

By: _____
Dave Shaw, Mayor

ATTEST:

By: _____
Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Shannon L. Chaffin
City Attorney

******SIGNATURES CONTINUE ON NEXT PAGE ******

“OWNER”:
BARRY ELMENTARY SCHOOL

By: _____
Signature Notarized

Address: 1255 Barry Road,
Sutter County, CA

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sutter)

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

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

WITNESS my hand and official seal.

Signature _____

“OWNER”:
BARRY ELEMENTARY SCHOOL

By: _____
Signature Notarized

Address: 1255 Barry Road,
Sutter County, CA

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
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State of California)
County of Sutter)

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

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

WITNESS my hand and official seal.

Signature _____

EXHIBIT “A”
LEGAL DESCRIPTION OF PROPERTY

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the revenues and revenues, emolument and profits thereof.

TO HAVE AND TO HOLD all and singular the said premises together with appurtenances unto the said part 2 of the second part and to his heirs and assigns forever.

IN WITNESS WHEREOF, the said part 1 of the first part do hereby certify that the said part 2 of the second part has been duly and lawfully executed by the said part 1 of the first part.

Signed, Sealed and Delivered in the Presence of

Hermann Haber (SEAL)

Louise Haber (SEAL)

(SEAL)

STATE OF CALIFORNIA
County of Sutter

On this 14th day of January, 1918

before me, M. E. Sanborn

a Notary Public in and for said Sutter County,

personally appeared Hermann Haber

known to me to be the person whose name is subscribed to the within

instrument, and he acknowledged to me that he executed the same.

M. E. Sanborn Notary Public

(seal) In and for the County of Sutter, State of California.

State of California, County of Sutter ss

On this 15 day of January, 1918, before me, F. J. Mulvaney, a Notary Public in and for said Sutter County, personally appeared Louise Haber, known to me to be the person whose name is subscribed to the within instrument and she acknowledged to me that she executed the same.

(seal) F. J. Mulvaney Notary Public in and for the

County of Sutter, State of California.

Recorded at request of F. J. Mulvaney Jan 21 A. D. 1918

15 minutes past 4 o'clock P.M. in Book 28, page 15

At Sutter County, California

Notary Public

(No. 66 Rev. Stamp cancelled)

This Indenture, made this 14th day of January, 1918, in the year of our Lord

One Thousand Nine Hundred and Eighteen

BETWEEN E. S. Grinn and wife, E. S. Grinn, his wife,

of the County of Sutter, State of California, the parties of the first part, and

THE SUTTER SCHOOL DISTRICT, of the County of Sutter, State of California, the party of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of

Twenty Dollars (\$20.00) to the said party of the second part, the receipt whereof is hereby

acknowledged, have granted, bargained and sold, conveyed and confirmed, and by these presents do grant, bargain, sell, convey

and confirm unto the said party of the second part, and to his heirs and assigns forever, all that certain lot

more or less of land situate lying and being in Sutter County,

State of California, and bounded and particularly described as follows, to-wit:

Lot twenty-three(23) as said lot is laid down and numbered on a

Map entitled "Subdivision of a part of the Mrs. Annie Stewart Haber" as recorded in Book

Eighteen One(18) of Maps at page nine(9), on June 2nd, 1895, Records of Sutter County, and

containing 0.16 acres.



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: September 27, 2022

AGENDA SECTION: CONSENT AGENDA

DEPARTMENT: Business Services

SUBJECT: Approval of Cafeteria Tables Purchase

SUGGESTED ACTION: Superintendent recommends approval of this purchase.

ATTACHMENTS:

[Staff Report](#)
[Quote Gray Ave MS Tables](#)

Yuba City Unified School District Governing Board Meeting Staff Report

To: YCUSD Governing Board

From: Scott Bentley, Assistant Superintendent of Business Services

Meeting Date: September 27, 2022

Item: Approval of Cafeteria Tables Purchase

Yuba City Unified School District received quotes from Walker's Office Supplies and Shiffler Equipment Sales for the purchase of in-wall tables at Gray Avenue Middle School cafeteria. Both vendors offered government pricing; however, Walker's provided a lower price.

Superintendent recommends approval of this purchase.

Fiscal Impact: \$89,306.24 Fund 14



1.888.727.8737 www.walkersoffice.com

QUOTE

QUOTE NUMBER 41447-0

QUOTE DATE 07/15/22

ACCOUNT NUMBER 14295

DEPARTMENT NUMBER

CA Small Business# 25616

BILLTO ADDRESS		SHIPTO ADDRESS		
YUBA CITY USD - GRAY AVENUE GRAY AVENUE MIDDLE SCHOOL 750 PALORA AVE YUBA CITY CA 95991 530-822-7678		GRAY AVENUE MIDDLE SCHOOL 808 GRAY AVE YUBA CITY CA 95991		
CUSTOMER PURCHASE ORDER	SALESPERSON	ROUTE	PAYCODE	ORDER TAKER
HOWARD HOWARD	STUART CAMERON	12	QUOTE	511

ITEM NUMBER	MFG	ITEM DESCRIPTION	UM	ORD QTY	B/O QTY	SHIP QTY	SELL PRICE	EXTEND PRICE
RD-08-214-2812-	S	**Attention :SHERI HOWARD 530-822-5252 08 -Series 14' Double Depth Set -In Wall Tables Attrib = - Per the attached _ specifications. Durabond Edge Sprayed on Dura bond Edge 3/4" MDF Tariff FRT Labor	EA	8		8	7006.29	56050.32
			EA	8		8	477.63	3821.04
			EA	8		8	1261.13	10089.04
			EA	1		1	8058.82	8058.82
			EA	1		1	5250.00	5250.00
		of Pockets tables and benches Option = - Optional Removal of Existing _ Pockets Option = - Tables/Benches to be dipsoed _ of Option = - in District Provided 40 Yard _ Dumpster Option = - \$2,600.00 Not included in _ total price. Lamianta Color for Both Table and Bench Tops to be : Navy Legacy 4651-60						

Subtotal 83269.22

Tax 6037.02

Total Due 89306.24⁹



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: September 27, 2022

AGENDA SECTION: CONSENT AGENDA

DEPARTMENT: Business Services

SUBJECT: Purchase of Furniture for District Office

SUGGESTED ACTION: Superintendent recommends approval of this purchase.

ATTACHMENTS:

[Staff Report](#)

[Office Furniture Purchase Agreement](#)

Yuba City Unified School District Governing Board Meeting Staff Report

To: YCUSD Governing Board

From: Scott Bentley, Assistant Superintendent of Business Services

Meeting Date: September 27, 2022

Item: Purchase of Furniture for the District Office

Yuba City Unified School District received a quote from Yuba Community College to purchase the existing furniture in the newly leased District Office. This will provide most of the workstations, office furniture, and Board room furniture.

Superintendent recommends approval of this purchase.

Fiscal Impact: \$90,000.00 Fund 01

Contract for Sale of Furniture, Fixtures and Equipment

THIS CONTRACT FOR SALE OF FURNITURE, FIXTURES AND EQUIPMENT (“Contract”) is made and entered into as of the 4th day of November 2022, by and between Yuba Community College District (“Seller”) and Yuba City Unified School District (“Buyer”). Seller and Buyer may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS:

WHEREAS, Seller owns furniture, fixtures, and equipment in the quantities (the “Goods”) described in Exhibit A, attached hereto;

WHEREAS, Education Code section 81450.5 authorizes Seller to sell for cash any personal property belonging to it if the property is not required for school purposes, is sold to a school district that has had an opportunity to examine the property, and receipt of the property by that school district is not inconsistent with any applicable technology plan of the recipient district;

WHEREAS, Seller has determined that the Goods are not needed for school purposes;

WHEREAS, Buyer acknowledges it is a school district, has had the opportunity to examine the Goods, and that its receipt of the Goods will not be inconsistent with any applicable technology plan.

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

1. **Sale and Description of Goods.** Seller shall sell to the Buyer and Buyer shall purchase from Seller the Goods in the quantities described in the document attached hereto as Exhibit A.
2. **Delivery.** The Seller shall deliver the Goods to Buyer (“Delivery”) by making the Goods available to Buyer as of the Sublease Commencement Date on the Premises located at 425 Plumas Street in Yuba City, California, which are being subleased by Buyer from Seller pursuant to a separate October 1, 2022, Sublease Agreement between the Parties (“Sublease Agreement”). The risk of loss or damage to the Goods shall not pass to Buyer until the Sublease Commencement Date, as set forth in the Sublease Agreement.
3. **Compensation and Payment.** Buyer agrees to pay Seller for Goods satisfactorily provided under this Contract a total fee of Ninety Thousand Dollars (\$90,000.00) (“Contract Price”). Payment for the Goods shall be made for all undisputed amounts within thirty (30) days after the date of Delivery or Date of Sublease Commencement, whichever is later.
4. **Terms and Conditions.** The Parties agree to comply with the Terms and Conditions of this Contract, attached hereto as Exhibit B.

YUBA CITY UNIFIED SCHOOL DISTRICT

Project Name: Sublease with Yuba Community College

**CONTRACT FOR SALE OF FURNITURE,
FIXTURES AND EQUIPMENT**

Page 1

5. **Entire Contract.** This Contract including Exhibit A and Exhibit B attached hereto and made a part hereof, and the Sublease Agreement, set forth the entire agreement between the Parties and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the Seller selling the Goods to the Buyer. If either Party issues a Purchase Order related to the sale of the Goods, that purchase order shall not operate to alter this Contract. This Contract may be modified only by a writing evidencing the Parties' mutual consent and approved by each Parties' governing board.

Agreed and Accepted:

YUBA CITY UNIFIED SCHOOL
DISTRICT

By: _____

Name: _____

Its: _____

Date: _____

YUBA COMMUNITY COLLEGE
DISTRICT

By: _____

Name: _____

Its: _____

Date: _____

YUBA CITY UNIFIED SCHOOL DISTRICT

Project Name: Sublease with Yuba Community College

CONTRACT FOR SALE OF FURNITURE,
FIXUTRES AND EQUIPMENT

Page 2

EXHIBIT A
DESCRIPTION OF GOODS

- Twenty-two (22) cubical spaces with walls, an attached desk and two (2) under filing cabinets and one (1) hanging shelf.
- Fourteen (14) cubical spaces with walls, an attached desk, and two (2) under filing cabinets
- One (1) Reception Desk
- Office 213: U-shaped desk
- Office 214: U-shaped desk, one (1) bookshelf, one (1) round table
- Office 215: U-shaped desk
- Office 216: U-shaped desk, one (1) bookshelf
- Office 220: U-shaped desk, one (1) credenza, one (1) bookshelf, (2) Guest Chairs
- Office 221: U-shaped desk
- Office 223: one (1) conference table
- Break Room: three (3) round tables
- Medium Conference Room (Room 203): sixteen (16) black chairs (with holes in back and on wheels), twenty-four (24) folding chairs
- Large Conference Room (Board Room): twelve (12) tables (for Board set-up), twelve (12) conference chairs, twenty-one (21) black chairs (holes in back; no wheels)

YUBA CITY UNIFIED SCHOOL DISTRICT

**CONTRACT FOR SALE OF FURNITURE,
FIXTURES AND EQUIPMENT**

Project Name: Sublease with Yuba Community College

Page 3

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LCW_DMS\YU010\500\10224369.v2-9/21/22

EXHIBIT B

TERMS AND CONDITIONS TO CONTRACT

1. **Disclaimer of Warranties.** SELLER SPECIFICALLY DISCLAIMS ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, RELATED TO THE GOODS INCLUDING THOSE RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE, OR APPLICATION. Buyer acknowledges that neither the Seller nor Seller's agents have made any representation or warranty as to the suitability of the Goods to Buyer's purposes or the conduct of Buyer's business
2. **Time is of the Essence.** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
3. **Force Majeure Clause.** Seller shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining Delivery, or performing by act of God, fire, strike or loss, when satisfactory evidence thereof is presented to the Buyer, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Seller.
4. **Indemnification / Hold-Harmless.** To the furthest extent permitted by California law, each Party shall defend, indemnify, and hold harmless the other Party, its agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (a "claim") including, but not limited to, attorneys' fees and costs related to this Contract or the sale of the Goods, to the extent that the claim arises out of, pertains to, or relates to the negligence or willful misconduct of the indemnify Party, the indemnifying Party's subcontractors, and or the indemnifying Party's or its subcontractors' respective agents, employees, contractors, officers, and consultants. The provisions of this section shall survive the termination or expiration of the Contract.
5. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in Sutter County or another County as mutually agreed by both Parties.
6. **Provisions Required by Law to be Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
7. **Binding Contract.** This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.
8. **Invalid Term.** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

YUBA CITY UNIFIED SCHOOL DISTRICT

CONTRACT FOR SALE OF FURNITURE,
FIXTURES AND EQUIPMENT

Project Name: Sublease with Yuba Community College

Page 4



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: September 27, 2022

AGENDA SECTION: CONSENT AGENDA

DEPARTMENT: Superintendent

SUBJECT: Approval of the September 13, 2022 Governing Board Meeting Minutes

SUGGESTED ACTION: Approval is requested

ATTACHMENTS:

[September 13, 2022 Governing Board meeting minutes](#)

YUBA CITY UNIFIED SCHOOL DISTRICT
GOVERNING BOARD MEETING
September 13, 2022

Audio for this meeting is available at www.ycusd.org

To facilitate those wishing to attend remotely, the Board meeting was available to the public via Zoom.

1) CALL TO ORDER AND ROLL CALL-

Members Present: Mary Buttacavoli, Jasmin Dhami, Nicolo Orozco, Greg Quilty, and Lonetta Riley.

Members Absent: Shelley Priddy and Sarb Takhar

Staff Present: Doreen Osumi, Scott Bentley, Michael Reed, Pam Aurangzeb, Robert Pogue, Liz Davit, and Justin Cutts. Laura Estey, Chelsey Slattery, and Mark Button attended Open Session only.

2) PUBLIC COMMENT ON CLOSED SESSION AGENDA ITEMS - None

3) RECESS TO CLOSED SESSION

4) CLOSED SESSION

Public Employee Employment or Appointment

Conference With Labor Negotiator

Consideration of Alternative Educational Program (Education Code §35146), One Case Expulsions, Suspended Contracts, and Readmission Case Recommendation

5) RECALL TO OPEN SESSION

6) PLEDGE OF ALLEGIANCE

7) AGENDA REORGANIZATION / REPORT OF CLOSED SESSION - Jasmin Dhami asked that item 12.B Personnel Listing, be taken for a separate vote.

8) COMMENTS FROM THE PUBLIC ON ITEMS NOT ON THE AGENDA

RVHS Basketball Coach Brian Lowe expressed concern over his mileage reimbursement.

- 9) STUDENT REPORT - None
- 10) EMPLOYEE RECOGNITION
 - 10.A YCUSD Employee Recognition
Assistant Superintendent Reed detailed the new YCUSD employee recognition program. Staff who were recognized this evening were Lead Custodian Sal Gonzalez, Jr., Warehouse Specialist Jacki Uriostegui Pineda, Cafeteria Manager III Heidi Long, and Special Education Teacher Don Pucciariello.
Mr. Reed also gave the Board information on the YCUSD online exit interview.
- 11) REPORTS AND INFORMATION
 - 11.A Twin Rivers Charter School student achievement
Superintendent/Principal Villalobos gave the Board an overview of Twin Rivers Charter School Student Achievement for the 2021-2022 school year using data from various resources.
 - 11.B Yuba City Induction Program Report
YCUSD Induction Coordinator Michelle Schoffstall presented the Board with the Induction Program timeline, advisory committees, program participation, goals, and teacher support.
- 12) CONSENT AGENDA
 - 12.A Approval of the August 23, 2022, Governing Board Meeting minutes
 - 12.B Personnel Listing BR-2223-013
 - 12.C Approval of The Plus Group contract for 2022-2023
 - 12.D Memorandum of Understanding between YCUSD and YCTA regarding Unit Member Compensation for services rendered during preparation periods
 - 12.E Consolidated Application and Reporting System (CARS)
 - 12.F Warrant List
 - 12.G Contracts and Agreements
 - 12.H Donations
 - 12.I Ratification of Contract(s) Executed Pursuant to Board Policy 3300
 - 12.J Authorize the Disposal of Surplus Property
 - 12.K Revised Declaration of Need for Fully Qualified Educators for 2022-2023
 - 12.L Yuba City High School FFA Overnight Trip
 - 12.M Community Impact Center MOU for Gray Avenue Middle and Yuba City High School

On a motion by Jasmin Dhami, seconded by Greg Quilty, the Consent Agenda was approved with exception of item 12.B Personnel Listing. The vote: 5 Ayes, 0 Noes, 0 Abstain, 2 Absent (Shelley Priddy, Sarb Takhar)

On a motion by Nicolo Orozco, seconded by Mary Buttacavoli, Consent Agenda item 12.B Personnel Listing was approved. The vote: 4 Ayes, 0 Noes, 1 Abstain (Jasmin Dhami), 2 Absent (Shelley Priddy, Sarb Takhar)

13) ACTION

13.A Student Cases

On a motion by Nicolo Orozco, seconded by Greg Quilty, the Student Case was approved as discussed in Closed Session. The vote: 5 Ayes, 0 Noes, 0 Abstain, 2 Absent (Shelley Priddy, Sarb Takhar)

13.B Master Contracts for Non-Public Schools for Special Education Students Assistant Superintendent Aurangzeb brought the Special Education Non-Public Schools contracts to the Board for approval.

On a motion by Nicolo Orozco, seconded by Greg Quilty, the Master Contracts for Non-Public Schools for Special Education students were approved. The vote: 4 Ayes, 0 Noes, 1 Abstain (Jasmin Dhami), 2 Absent (Shelley Priddy, Sarb Takhar)

13.C ~~Hiring of Short-term Classified Employees BR-2223-015~~ PULLED Mercedes Geraldo, CSEA Chapter #264 expressed concern over the short-term rate of pay and whether this position would allow the current bus driver trainer to do additional driver training. Assistant Superintendent Bentley stated that this short-term position would allow for newly hired bus drivers to be trained quickly, and does not offer hours, vacation, benefits, or a pension allowing the position to be offered at a higher rate of pay. The Board asked how many bus drivers the district currently has, how many bus drivers are waiting to be trained, and the hours that it takes for training.

The Board pulled Hiring of Short-term Classified Employees BR-2223-015 until additional information can be gathered.

13.D Adoption of the Gann Appropriation Limit BR-2223-014 Assistant Superintendent Bentley stated that this is an annual report that establishes a revised GANN limit for 2021-22 and sets a projected limit for the 2022-23 schoolyear.

On a motion by Jasmin Dhami, seconded by Nicolo Orozco, the Adoption of the Gann Appropriation Limit BR-2223-014 was approved. The vote: 5 Ayes, 0 Noes, 0 Abstain, 2 Absent (Shelley Priddy, Sarb Takhar)

13.E Approval of Unaudited Actuals Financial Report 2021-22 Assistant Superintendent Bentley stated shared with the Board that the district did not spend all 2021-22 supplemental money and will need to

spend that money in 2022-23. He also stated that the district uses the most restricted funds first and the district is in good financial health.

On a motion by Jasmin Dhami, seconded by Greg Quilty, the Unaudited Actuals Financial Report 2021-22 was approved. The vote: 5 Ayes, 0 Noes, 0 Abstain, 2 Absent (Shelley Priddy, Sarb Takhar)

13.F Purchase of Furniture for the District Office

Parent Cindy Storment stated her appreciation to Superintendent Osumi for reaching out to her on unrelated concerns. She then questioned the need for district furniture and questioned why it did not go out to bid. Assistant Superintendent Bentley stated the importance of staff working in a safe environment. He also stated that the furniture is being purchased through the National Cooperative Purchasing Alliance which did go out for public bid. Mr. Bentley also informed the Board that additional furniture purchases will need to be made so that working spaces are functional.

On a motion by Mary Buttacavoli, seconded by Jasmin Dhami, the Purchase of Furniture for the District Office was approved. The vote: 5 Ayes, 0 Noes, 0 Abstain, 2 Absent (Shelley Priddy, Sarb Takhar)

13.G Approval of Butte Vista Flooring Replacement

Assistant Superintendent Bentley stated that Butte Vista Multipurpose Room flooring is failing and needs to be replaced. Facilities Director Mark Button stated that the district tries to use local vendors as much as possible.

On a motion by Mary Buttacavoli, seconded by Nicolo Orozco, the Butte Vista Flooring Replacement was approved. The vote: 5 Ayes, 0 Noes, 0 Abstain, 2 Absent (Shelley Priddy, Sarb Takhar)

14) BOARD REPORTS/INFORMATION/DISCUSSION

Mary Buttacavoli requested a Facilities Committee.

15) COMMUNICATIONS

Written Communications from the Public - None

Comments from Employee Representatives – Mercedes Geraldo CSEA Chapter #265 President congratulated tonight's staff recognition and CSEA is offering OSHA 10 certification in October.

Dina Luetgens YCTA President reported that teachers are planning for Shady Creek, shifts in younger students attending school causes a shift in staff, appreciates when staff is given new opportunities, and likes when the audience can participate during staff reports.

Comments from Board Members – Jasmin Dhami asked if data is available for those who have taken advantage of Care Solace, would like to have a discussion on types of committees needed, and stated that this has been a hard year for teachers especially in grades K-5.

Lonetta Riley commented on recent fire victims.

Comments from the Superintendent – Superintendent Osumi stated that she is visiting classrooms and commented that staff are doing an amazing job. She also thanked Michelle Schoffstall and her staff for their hard work.

16) NEXT BOARD MEETING

17) ADJOURNMENT

Approved:

Respectfully Submitted,

Doreen Osumi, Secretary

Lonetta Riley, President

Jasmin Dhami, Clerk



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: September 27, 2022

AGENDA SECTION: CONSENT AGENDA

DEPARTMENT: Human Resources

SUBJECT: Personnel Listing BR-2223-016

SUGGESTED ACTION: Staff recommends approval.

ATTACHMENTS:
[Personnel Listing BR-2223-016](#)

Yuba City Unified School District

Governing Board Meeting Staff Report

To: YCUSD Governing Board

From: Michael Reed, Asst. Supt. of Human Resources

Meeting Date: September 27, 2022

Item: Personnel Listing BR – 2223-016

PERSONNEL ACTIONS			
CLASSIFICATION	POSITION	STATUS	ACTION
Certificated	Special Education Teacher	Filled	New Employee
Certificated	Intervention Teacher	Filled	New Employee
Certificated	School Psychologist - Temporary	Filled	New Employee
Certificated	1st Grade Teacher	Filled	New Employee
Certificated	School Nurse	Filled	New Employee
Classified	Office Specialist I	Filled	Promotion
Classified	Instructional Aide II	Filled	New Employee
Classified	Instructional Aide II	Filled	New Employee
Classified	Campus Supervisor	Filled	Transfer
Classified	Office Specialist I	Filled	Transfer
Classified	Instructional Aide II	Filled	New Employee
Classified	Custodian I	Filled	New Employee
Classified	Cafeteria Worker	Filled	Transfer
Classified	Instructional Aide II	Filled	New Employee
Classified	Cafeteria Worker	Filled	New Employee
Classified	Instructional Aide II	Filled	New Employee
Classified	Custodian I	Filled	New Employee
Classified	Instructional Aide II	Filled	New Employee
Classified	Info. Tech Support Specialist	Filled	Promotion
Classified	Cafeteria Manager II	Filled	Promotion
Classified	Instructional Aide - Sped	Filled	Transfer
Classified	Cafeteria Worker	Filled	New Employee
Classified	Cafeteria Worker	Filled	New Employee

Classified	Instructional Aide II	Filled	New Employee
Classified	Child Development Assistant	Filled	Transfer
Classified	Custodian I	Filled	Transfer
Classified	Cook/Transport	Filled	Transfer
Classified	Custodian I	Filled	Transfer
Classified	Library Technician	Vacancy	Retirement
Classified	Clerk I	Vacancy	Retirement
Classified	Cook/Transport	Vacancy	Resignation
Classified	Cook/Transport	Vacancy	Resignation
Classified	Instructional Aide II	Vacancy	Resignation
Classified	Transportation Training Supervisor	Vacancy	Probationary Release



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: September 27, 2022

AGENDA SECTION: ACTION

DEPARTMENT: Educational Services

SUBJECT: Student Cases

SUGGESTED ACTION: Requesting Board Direction

ATTACHMENTS:

[Staff Report - Student Cases](#)

Yuba City Unified School District

Governing Board Meeting Staff Report

To: YCUSD Governing Board

From: Justin Cutts, Director of Student Services

Meeting Date: September 27, 2022

Item: Expulsions, Suspended Contracts and Readmission Case
Recommendations

Re-Admittance Requests:

R-2223-002				
Student is requesting re-admittance to Yuba City High School for the 2022-2023 school year. He has been attending HPB Cardon School.				



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: September 27, 2022

AGENDA SECTION: ACTION

DEPARTMENT: Educational Services

SUBJECT: Board Resolution BR-2223-07 and Public Hearing for
Compliance with the Pupil Textbook and Instructional Materials
Incentive Program Act

SUGGESTED ACTION: Superintendent recommends approval.

ATTACHMENTS:

[Staff Report Resolution](#)
[Public Hearing Notice](#)
[Resolution BR-2223-007](#)

Yuba City Unified School District

Governing Board Meeting Staff Report

To: YCUSD Governing Board

From: Pamela Aurangzeb

Meeting Date: September 27, 2022

Item: Board Resolution BR-2223-07 and Public Hearing for Compliance with the Pupil Textbook and Instructional Materials Incentive Program Act

Education Code Section 60119 (as revised by Chapter 900, Statutes of 2004) specifies the Governing Board shall hold a public hearing. The Board shall make a determination through a resolution as to whether each pupil in the district has sufficient textbooks or instructional materials in each subject consistent with the content and cycles of the curriculum framework adopted by the state board, and to identify the remedy for any insufficiency.

The attached resolution certifies that each Yuba City Unified School District student has sufficient textbooks and/or instructional materials in all core subjects that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

The Yuba City Unified School District is requested to declare a public hearing and approve Resolution BR-2223-07, certifying that funds earmarked for instructional materials are expended in compliance with the Pupil Textbook and Instructional Materials Incentive Act. The resolution ensures that each pupil has sufficient standards-aligned instructional materials consistent with the content and cycles of the curriculum frameworks adopted by the State Board of Education.

The Superintendent recommends approval of the resolution.

Public Hearing Notice

**Yuba City Unified School
District
will hold a Public Hearing
at its regularly scheduled
Board Meeting
on**

**Tuesday, September 27, 2022,
7:00 P.M., in the
Yuba City Unified School
Board Room
750 Palora Avenue
Yuba City, CA 95991
for**

**the purpose
of discussing the sufficiency
of the District's textbooks
and instructional materials
for the 2022-2023 Fiscal Year**

ਪਬਲਿਕ ਹੀਅਰਿੰਗ ਨੋਟਿਸ

(ਜਨਤਕ ਸੁਣਵਾਈ ਦਾ ਨੋਟਿਸ)

**2022-2023 ਫਿਸਕਲ ਸਾਲ (ਵਿਤੀ ਸਾਲ)
ਲਈ ਡਿਸਟ੍ਰਿਕਟ ਦੀਆਂ ਟੈਕਸਟਬੁੱਕਾਂ
(ਕਿਤਾਬਾਂ) ਅਤੇ ਪੜ੍ਹਾਈ ਦੇ ਸਮਾਨ ਦੀ ਕਾਫੀ
ਮਾਤਰਾ ਬਾਰੇ ਵਿਚਾਰ-ਵਟਾਂਦਰਾ ਕਰਨ ਦੇ
ਉਦੇਸ਼ ਨਾਲ**

**ਯੂਬਾ ਸਿਟੀ ਯੂਨੀਫਾਈਡ ਸਕੂਲ ਡਿਸਟ੍ਰਿਕਟ
ਮਫ ਗਲਵਾ, 27 ਸਤੰਬਰ 2022, ਨੂੰ
ਸ਼ਾਮ 7:00 ਵਜੇ,
ਯੂਬਾ ਸਿਟੀ ਯੂਨੀਫਾਈਡ ਸਕੂਲ ਡਿਸਟ੍ਰਿਕਟ ਦੇ
ਬੋਰਡ ਰੂਮ ਵਿੱਚ, ਜੋ
750 ਪਲੋਰਾ ਐਵੇਨਿਊ ਯੂਬਾ ਸਿਟੀ,
ਕੈਲੀਫੋਰਨੀਆ 95991
ਤੇ ਸਥਿਤ ਹੈ,
ਆਪਣੀ ਰੈਗੂਲਰ ਬੋਰਡ ਮੀਟਿੰਗ ਵਿੱਚ ਜਨਤਾ
ਲਈ ਸੁਣਵਾਈ ਦਾ ਆਯੋਜਨ (ਪ੍ਰਬੰਧ) ਕਰ
ਰਿਹਾ ਹੈ।**

NOTIFICACIÓN DE AUDIENCIA PÚBLICA

**El Distrito Escolar Unificado
de Yuba City celebrará una
Audiencia Pública en su
próxima Junta Directiva
programada para**

**el martes, 27 de Septiembre,
2022 a las 7:00 p.m. en la sala
de juntas del Distrito Escolar
Unificado de Yuba City, 750
Palora Ave, Yuba City, CA
95991**

**Con
el propósito
de hablar acerca de la
suficiencia de libros textos y
materiales de instrucción para
el año fiscal 2022-2023**

**RESOLUTION OF THE GOVERNING BOARD OF THE YUBA CITY UNIFIED
SCHOOL DISTRICT BOARD RESOLUTION
NUMBER BR-2223-07**

WHEREAS, the Governing Board of Yuba City Unified School District, in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on September 27, 2022, at 7:00 o'clock, 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 10 days notice of the 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, and;

WHEREAS, sufficient textbooks and instructional materials were provided to each student, including English learners that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects, as per Schedule A attached:

- Mathematics
- Science
- History-Social Science
- English/Language Arts, including the English language development component of an adopted program

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 2022-23 school year, the Yuba City Unified School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

Passed and adopted on this date, September 27, 2022 at a regular meeting of the Yuba City Unified School District Governing Board by the following vote:

Ayes:

Noes:

Absent:

Jasmin Dhami, Clerk

Lonetta Riley, President

CLERK'S CERTIFICATE

I, Jasmin Dhami, hereby certify that the foregoing is a full, true, and correct excerpt from the journal of the Governing Board of the Yuba City Unified School District, pertaining to the adoption of the foregoing resolution at a regular meeting held September 27, 2022, at 7:00 P.M.

Jasmin Dhami, Clerk

:sdt

Schedule “A”

K-8 Textbooks

ELA

- Reading Wonders ELA/ELD, K-5th, McGraw Hill Education, 2017
- StudySync ELA/ELD, Grades 6th-8th, McGraw Hill Education, 2016
- READ 180, Grades 4th-8th, Houghton Mifflin Harcourt, 2017
- English 3D, Grades 4th-8th, Houghton Mifflin Harcourt, 2017

Math

- HMH Go Math California, K-5th, Houghton-Mifflin Harcourt, Gr K-5 2014
- Big Ideas Math Gr 6-8, Big Ideas Learning, LLC, 2017
- Big Ideas, Integrated Math I, Big Ideas Learning/Cengage 2016

Science

- Amplify Science, K-5th, Amplify, (2018)
- Bring Science Alive! 6th-8th Integrated Science, Teachers’ Curriculum Institute, (2020)

History-Social Science

- myWorld Interactive, Grades K-5th, Savvas Learning Company (2019)
- myWorld Interactive, Ancient Civilization, Grade 6, Savvas Learning Company (2019)
- myWorld Interactive, Medieval & Early Modern Times, Grade 7, Savvas Learning Company (2019)
- myWorld Interactive, Growth and Conflict, Grade 8, Savvas Learning Company (2019)

High School Textbooks

Edgenuity Courseware

Edmentum Courseware

Reading/Language Arts

- Literature & Language Arts 3rd, 4th, & 5th Courses/Holt 2003
- Springboard/College Board, Gr 9-11, 2017
- READ 180, Houghton Mifflin Harcourt, 2017
- English 3D, Houghton Mifflin Harcourt, 2017

Math

- Big Ideas Math Integrated Mathematics 1/Cengage Learning 2016
- Big Ideas Math Integrated Mathematics 2/Cengage Learning 2016
- Big Ideas Math Integrated Mathematics 3/Cengage Learning 2016
- ALEKS/McGraw-Hill Education 2017
- Precalculus: Graphical, Numerical Algebraic/ Pearson Education 2015
- Calculus of a Single Variable/ Cengage Learning 2014
- Stats Modeling the World {AP edition}/Pearson Education 2015

Science

- Conceptual Physics/SAVVAS 2022
- Biology /SAVVAS 2019
- Chemistry: Matter and Change/McGraw Hill 2017
- Modern Biology/Holt, Rinehart, Winston 2007
- Human Anatomy & Physiology/Pearson Prentice Hall 2007
- AP Biology/Prentice Hall 2005, 2011

History-Social Science

- Economics: Concepts and Choices/McDougal 2014
- Modern World History/McDougal 2012
- Magruder's American Government/SAVAS 2019
- World Geography and Cultures/Glencoe 2012
- The Americans: Reconstruction to the 21st Century/Holt McDougal 2014

- Themes in World Literature/McDougal 2002
- World Geography/Pearson 2009
- Malinkowski's AP Human Geography/McGraw-Hill 2013
- AP US History: America's History/Bedford, Freeman & Worth Publishers, 8th Edition
- AP Economics Today 17E/Pearson
- AP Economics Today 17E/Pearson

World Language

- Avancemos, McDougal Littell 2007
- Temas, Vista Higher Learning 2014
- Punjabi Made Easy, Nagra Publications 2008
- Let Us Learn Gurmukhi, Singh Brothers 2005
- Punjabi Reader, Sikh Social and Educational Society 1991
- Mosaik, Vista Higher Learning 2014
- Elementary Punjabi Book Workbook/University of British Columbia 2006



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: September 27, 2022

AGENDA SECTION: ACTION

DEPARTMENT: Business Services

SUBJECT: AERIES Student System Renewal

SUGGESTED ACTION: Superintendent recommends approval

ATTACHMENTS:

[Staff Report](#)
[AERIES SIS Renewal](#)

Yuba City Unified School District

Governing Board Meeting Staff Report

To: YCUSD Governing Board

From: Scott Bentley, Assistant Superintendent of Business

Meeting Date: September 27, 2022

Item: Approval of AERIES contract for 2022- 2023

The Governing Board is asked to approve AERIES contract for electronic Student Information Systems (SIS) for the 2022/2023 school year. The current contract has expired. This is for the renewal of the licensing of the systems and to pay for the school year. AERIES software is what is used to hold all student data to include grades, attendance and several other functions (communications to parents, online enrollment, analytics).

This contract is in the amount of \$134,885.43.

The breakdown of the services and charges are as follows for 11,801 students:

\$2.93 per student for Software and support	– \$34,576.93
\$1.50 per student for AERIES analytics	-- \$17,701.50
\$5.00 per student for AREIES Communications	- \$59,005.00
\$2.00 per student for AERIES Online Enrollment	- \$23,602.00

Fiscal Impact: 134,885.43 Fund 01



PLEASE REMIT TO:
Aeries Software
770 The City Dr. S.
Suite 6500
Orange, CA 92868

Renewal Notification RN-8896
DATE 05/01/2022
TERMS
P.O. NO.

BILL TO Yuba City Unified School District
750 Palora Ave
Attn: Accounts Payable
Yuba City, CA 95991

This is a notification of your upcoming renewal. It is not due at this time, but because of budgetary issues, we wanted you to have it early in order to prepare for payment. If you have any questions, please contact Connie Castillo at conniec@aeries.com or 888-487-7555.

Message:

Quantity	Description	Unit Price	Start Date	End Date	Total Amount
11801	Software License/Support Subscription	2.93	07/01/2022	06/30/2023	\$34,576.93
11801	Aeries Analytics	1.50	07/01/2022	06/30/2023	\$17,701.50
11801	Aeries Communications	5.00	07/01/2022	06/30/2023	\$59,005.00
11801	Aeries Online Enrollment	2.00	07/01/2022	06/30/2023	\$23,602.00
SUBTOTAL					134,885.43
TOTAL					134,885.43
AMOUNT RECEIVED					\$
AMOUNT DUE					\$



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: September 27, 2022

AGENDA SECTION: ACTION

DEPARTMENT: Superintendent

SUBJECT: Board Bylaw 9015

SUGGESTED ACTION: Staff requests that BB 9015 be deleted

ATTACHMENTS:

[Staff Report](#)
[Bylaw 9015 Complaints Concerning A Board Member](#)

Yuba City Unified School District

Governing Board Meeting Staff Report

To: YCUSD Governing Board

From: Doreen Osumi, Superintendent of Human Resources

Meeting Date: September 27, 2022

Item: Revoke/Rescind Board Bylaw 9015

Item: Revocation/Rescission of Board Bylaw No. 9015-Complaints Concerning A Board Member

History: Originally Adopted: 9/27/2011

Last Revised Date: 1/8/2019

Last Reviewed Date: 1/8/2019

Discussion: The District has been strongly urged by District Counsel, Fagan Friedman and Fulfron, to revoke and rescind this Board Bylaw (a copy of which is attached) as they are of the opinion that the Bylaw is not consistent with California law and is therefore not enforceable.

Bylaw 9015: ^Complaints Concerning A Board Member

Status: ADOPTED

Original Adopted Date: 09/27/2011 | **Last Revised Date:** 01/08/2019 | **Last Reviewed Date:** 01/08/2019

A. STATEMENT OF THE LAW

1. Under California law:

- * A member of a school board (whether elected or appointed) is an officer and not an employee.
 - * An individual school board member has no power to either act on behalf of a district or to bind a district.
- 2. As an officer, a school board member is not subject to discipline by the Governing Board in the same manner that an employee is subject to discipline.**

B. REMEDIES

1. To the extent that members of the public (including employees) do not approve of the way that a Board member has performed his/her official duties, they have the following remedies:

- * Exercise their constitutional privilege at the voting booth in the next election; and/or
- * Voice their disapproval at the appropriate time under public comments during a regular meeting of the Board.

2. Other than through persuasion, however, a school board has no legal authority to directly address an allegation that an individual Board member has engaged in conduct that has negatively impacted an employee's ability to perform assigned tasks.

C. PROCEDURES

1. Should the Superintendent or any Board member be presented with a complaint (whether verbal or written) concerning the way that a Board Member has performed his/her official duties, the appropriate response shall be:

- * Provide the complainant with a copy of this Policy; and
- * Provide a copy of the complaint, if it was submitted in written form, to the affected Board Member and the Board President.

2. The Board member and the complainant are encouraged to meet and resolve the complaint.

3. The Board will not investigate such complaints unless a majority of the Board, not named in the complaint, so votes. Notwithstanding, in the event that a majority of the Board has been named in the complaint, named Board members may participate in the vote.

4. The Board prohibits any form of retaliation against complainants.

5. The Superintendent is directed and authorized to provide the resources necessary to process the complaint.
