AGENDA

1. CALL TO ORDER

2. CLOSED SESSION

2.1 Public Employee Appointment:
   Title: Assistant Superintendent, Business Services
   Title: Assistant Superintendent, Human Resources

2.2 Update on Labor Negotiations
   Employee Organizations: CUTA
   CSEA, Chapter #110
   Other Representatives: Kelly Staley, Interim Superintendent
                            Bob Feaster, Assistant Superintendent

2.3 Public Employee Performance Evaluation:
   Title: Interim Superintendent
   Government Code §54957

If Closed Session is not completed before 7:00 p.m., it will resume immediately following the regular meeting.

3. RECONVENE TO REGULAR SESSION

3.1 Call to Order
3.2 Closed Session Announcements
3.3 Flag Salute

4. STUDENT REPORTS

5. SUPERINTENDENT’S REPORT

6. CONSENT CALENDAR
   A. GENERAL
      1. Consider Approval of Minutes of Regular Session Meeting of 07/18/07 and Special
         Meeting of 08/01/07.

      2. Consider Acceptance of Items Donated to Chico Unified School District.

   B. EDUCATIONAL SERVICES
      1. Consider clearing the Expulsions of students with the following ID’s: 24978, 25244,
         25301, 30771, 33430, 34689, 57080 and 63587.

      2. Consider approval of Fund Raising Request for Little Chico Creek Elementary through
food sales 09/14/07 – 09/29/07.

3. Consider approval of Fund Raising Request for Sierra View Elementary through cookie dough sales 09/26/07 – 12/01/07.

4. Consider approval of Fund Raising Request for Sierra View Elementary through a book faire 03/10/07 – 03/14/07.

5. Consider approval of Infant & Toddler Child Care Resource Program for 06/07 and 07/08.

6. Consider approval of grant application for teacher recruitment and student support.

C. BUSINESS SERVICES

1. Consider approval of Consultant Agreement with Generation YES Corp for $13,500.00 to provide education through technology (EETT) competitive grant. (Vikki Gillett)

2. Consider approval of Consultant Agreement with Read Right Systems for $42,800.00 under District Title 1 to provide intervention services to students. (Janet B.)


5. Consider approval of Notice of Completion – New HVAC units & Reroof at the Chico Country Day School.


7. Consider approval of granting authorization to the Superintendent/Designee to award the Nutrition Services bids to the lowest responsive bidders.

8. Consider approval of Consultant Agreement with BCOE to provide interpreters for hard of hearing students during athletic events, practices, and games.

9. Consider approval of Consultant/Contract Agreement with Julie Sawley to provide reading intervention to Notre Dame students who qualify for Title 1 services.


D. HUMAN RESOURCES

1. Consider approval of Certificated Human Resources actions.

2. Consider approval of Classified Human Resources actions.

7. DISCUSSION/ACTION CALENDAR
A. EDUCATIONAL SERVICES
1. Information/Action: Elementary and Secondary After School Program Update; and Consider approval of Consultant Agreements for:
   (1) Boys and Girls Club
   (2) CARD
   (3) Creative School Resources and Research
   (Dr. Cynthia Kampf)

2. Information/Discussion: State Testing and Accountability Program Calendar. (Dr. Cynthia Kampf)

B. BUSINESS SERVICES
1. Action: Consider approval of Resolution #991-07: Authorizing Borrowing of Funds through use of a Tax Revenue Anticipation Note (TRANs) (Scott Jones)

C. HUMAN RESOURCES
1. Action: Consider approval of Resolution #992-07: Early Retirement Option for CSEA Employees per Government Code 30902 – Extension of Window Period  (Bob Feaster)


3. Action: Consider approval of Variable Term Waiver Request for Early Childhood Special Education Certificate – Christine Holden. (Bob Feaster)

4. Action: Consider approval of Variable Term Waiver Request for Administrative Services Credential – Jeaner Kessel. (Bob Feaster)

5. Action: Consider approval of Variable Term Waiver Request for Pupil Personnel Services: School Counseling Credential – Jada Correa. (Bob Feaster)

8. ITEMS FROM THE FLOOR

9. ANNOUNCEMENTS

10. ADJOURNMENT
CALL TO ORDER
At 6:15 p.m. the Board convened and retired into closed session to discuss the items enumerated under 2. below:
Present: Rick Rees, Jann Reed, Dr. Kathy Kaiser, Rick Anderson, Dr. Andrea L. Thompson
Absent: None

CLOSED SESSION
2.1 Public Employee Appointment
Title: Assistant Superintendent, Business Services

2.2 Conference with Legal Counsel – Existing Litigation per Government Code §54956.9(a): Case #NCSA 38330

2.3 Public Employee Discipline/Dismissal/Release Pursuant to Government Code §54957
Employee Organizations:
CUTA
CSEA, Chapter #110

Other Representatives:
Kelly Staley, Interim Superintendent
Bob Feaster, Assistant Superintendent
Legal Counsel

REGULAR SESSION
Present: Rick Rees, Jann Reed, Dr. Kathy Kaiser, Rick Anderson, Dr. Andrea L. Thompson
Absent: None

3.1 Board President Rees called the Regular Session Meeting to Order in the City Council Chambers at 7:05 p.m. and welcomed Laura Willman, the new parent rep.

3.2 Announcements on Closed Session
Board President Rees stated that the Board had been in closed session since 6:15 p.m. regarding items so listed on the agenda and there were no announcements. He stated that they would be returning to closed session after regular session.

3.3 Board President Rees led the salute to the Flag.

SUPERINTENDENT'S REPORT
Interim Superintendent Staley provided information on Summer Session, new staff orientation, leadership team advance for 2007 and a district staff development day; Director, Vikki Gillett and Pat Furr provided information on Computers for Classrooms; and Mike Weissenborn, Facilities Planning/Construction Supervisor, provided information on summer projects throughout the District.

CONSENT CALENDAR
At 7:30 p.m., Board President Rees asked if there was anyone from the public to address any item on the consent agenda or a board member who wished to pull any item for further discussion. Board Vice President Reed pulled Item 5.A.2. A motion was made by Board Clerk Kaiser and seconded by Board Vice President Reed to approve the remaining consent items.

A. GENERAL

1. The Board approved Minutes of Regular Session 06/20/07 and Special Session 06/28/07.

2. The Board accepted the Donations/Gifts to the District.

<table>
<thead>
<tr>
<th>Donor</th>
<th>Item</th>
<th>Recipient</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chico Women's Club</td>
<td>$1,000.00</td>
<td>PVHS - Athletics - Girls' Soccer</td>
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<tr>
<td>Loran Vilas</td>
<td>$50.00</td>
<td>PVHS - Athletics - Girls' Soccer</td>
</tr>
<tr>
<td>Dana &amp; Shanna Davis</td>
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<td>PVHS - Athletics - Girls' Soccer</td>
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<td>Coastal View Construction, Inc.</td>
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<td>Sisco Enterprises</td>
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<td>Mike &amp; Sue Petersen</td>
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<tr>
<td>Item</td>
<td>Amount</td>
<td>Department</td>
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<tr>
<td>-------------------------------</td>
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<tr>
<td>Fred L. Heath, Town &amp; Country</td>
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<td>PVHS - Athletics - Girls' Soccer</td>
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<tr>
<td>Diane &amp; Scott Guyman</td>
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<td>PVHS - Athletics - Girls' Soccer</td>
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<td>Brenda Kemp</td>
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<td>PVHS - Athletics - Girls' Soccer</td>
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<tr>
<td>Jessica L. Bowen</td>
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<td>PVHS - Athletics - Cross Country</td>
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<td>Trends for Hair</td>
<td>Five Haircuts</td>
<td>Sierra View</td>
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<tr>
<td>Campus Biks</td>
<td>Bike Helmet</td>
<td>Sierra View</td>
</tr>
<tr>
<td>Donut Nook</td>
<td>Four Dozen Donuts</td>
<td>Sierra View</td>
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<td>Brooklyn Bridge Bagel</td>
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<td>Sierra View</td>
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<tr>
<td>Pullins</td>
<td>Lazer Streamers, Bike bells, Headlamp, water bottles, valve caps</td>
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<td>Tom's Rocks &amp; Gifts</td>
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<td>Upper Crust</td>
<td>Box of Pastries</td>
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<td>Raley's</td>
<td>$20 Merchandise Card</td>
<td>Sierra View</td>
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<td>Jamba Juice</td>
<td>Two Mugs &amp; Two Smoothies</td>
<td>Sierra View</td>
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<tr>
<td>Spiteri's</td>
<td>Two $5 Gift Certificates</td>
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<td>Safeway</td>
<td>$25 Gift Card</td>
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<td>Confetti Party HQ</td>
<td>50 Balloons</td>
<td>Sierra View</td>
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<tr>
<td>Chico Bike &amp; Board</td>
<td>3 helmets, 1 pump</td>
<td>Sierra View</td>
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<tr>
<td>Chico Bike &amp; Board</td>
<td>3 lock cables, 3 bike bells</td>
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<td>North Rim Adventure</td>
<td>Tune-Up Gift Certificate</td>
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<tr>
<td>Woodstock's Pizza</td>
<td>5 shirts, 5 free slice coupons</td>
<td>Sierra View</td>
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<tr>
<td>Woodstock's Pizza</td>
<td>free cinnabread coupons</td>
<td>Sierra View</td>
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<td>David &amp; Kelly Zeichick/Wells Fargo</td>
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<td>Parkview</td>
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<td>Paul &amp; Susan Minasian</td>
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<tr>
<td>Komariyah Smith</td>
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<tr>
<td>Therest &amp; Robert Stansbury</td>
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<td>Target</td>
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<td>Cathy Mueller</td>
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<td>MJHS - PTSO</td>
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<td>MJHS - Home Ec</td>
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<td>MJHS - PTSO</td>
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<td>MJHS - Home Ec</td>
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<tr>
<td>Lia White/PG&amp;E</td>
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<td>Donald Chambers</td>
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<td>MJHS - PTSO</td>
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<td>Karen Starkey</td>
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<td>MJHS - Music</td>
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<tr>
<td>Lisa Dickinson</td>
<td>$200.00</td>
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<td>Target</td>
<td>$54.49</td>
<td>MJHS - Drama</td>
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<td>MJHS - Computer Elective</td>
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<td>MJHS - PTSO</td>
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<td>Little Red Hen Nursery</td>
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<td>Soroptimist International, Chico</td>
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<td>MJHS - History</td>
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<tr>
<td>N. Michelle Borg, DDS</td>
<td>$100.00</td>
<td>MJHS - History</td>
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</table>
Regular Meeting  Board of Education – Chico Unified School District  July 18, 2007

MINUTES

Cohasset PTA  Books  Cohasset - Library/Classrooms
Julie & Peter Carr  $75.00  PVHS - Athletics - Boys' Volleyball
Scott & Monique Claverie  $300.00  PVHS - Athletics - Boys' Volleyball
Jill Hernandez  $150.00  PVHS - Athletics - Boys' Volleyball
Curtis & Joanna Askey  $150.00  PVHS - Athletics - Boys' Volleyball
Drake & Cynthia Brown  $150.00  PVHS - Athletics - Boys' Volleyball
Walt & Carol Chrupalo  $150.00  PVHS - Athletics - Boys' Volleyball
Mark & Ann Dickman  $150.00  PVHS - Athletics - Boys' Volleyball
Lou & Shirley Diaz  $150.00  PVHS - Athletics - Boys' Volleyball
Wayne & Shelli  $150.00  PVHS - Athletics - Boys' Volleyball
Allan & Allison Bee  $150.00  PVHS - Athletics - Boys' Volleyball
Denise Coppage  $150.00  PVHS - Athletics - Boys' Volleyball
Richard & Renee Hamilton  $150.00  PVHS - Athletics - Boys' Volleyball
Paul & Dona Watters  $150.00  PVHS - Athletics - Boys' Volleyball
Tom & Penny Melvin  $150.00  PVHS - Athletics - Boys' Volleyball
Tim & Paula O'Laughlin  $150.00  PVHS - Athletics - Boys' Volleyball
Charles & Paula Beehner  $150.00  PVHS - Athletics - Boys' Volleyball
Mark & Leanne Chrisman  $150.00  PVHS - Athletics - Boys' Volleyball

B. EDUCATIONAL SERVICES
1. The Board approved clearing expulsions of students with ID's: 34719, 34720, 39016, 56549 and 64695.
2. The Board approved the expulsions of students with the following ID’s: 38769, 40975, 42484 and 52882.

C. BUSINESS SERVICES
1. The Board approved the Consultant Agreement with Computer for Classrooms.
2. The Board approved the Consultant Agreement with Jim Galloway for specs, inspections and documentation for the ERATE program.
3. The Board approved Notice of Completion on Exterior Painting of Sierra View Elementary.
4. The Board approved the declaration of surplus property pursuant to Education Code Sections 17545 and 17546 and directed staff to dispose of said property pursuant to the methods set forth in the Declaration as staff deemed most appropriate.
5. The Board approved the Medi-Cal Administrative Activities Claiming Agreement with Glenn County Office of Education.

D. HUMAN RESOURCES
1. The Board approved the Certificated Human Resources Actions:

<table>
<thead>
<tr>
<th>Name</th>
<th>Assignment</th>
<th>Effective</th>
<th>Comment</th>
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<tbody>
<tr>
<td>Administrative Appointment(s)/Change in Assignment(s) 2007/08</td>
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<tr>
<td>Adkisson, Carolyn</td>
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<tr>
<td>Bolden-Schleh, Sharon</td>
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<tr>
<td>Name</td>
<td>Position</td>
<td>FTE</td>
<td>Year</td>
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<tr>
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<tr>
<td>Jauregui, Mireya</td>
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<td>McLaughlin, Matthew</td>
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<tr>
<td>Stager, Linda</td>
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<td>2007/08</td>
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**Temporary Appointment(s) 2007/08 According to Board Policy**

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>FTE</th>
<th>Year</th>
<th>Status</th>
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<tbody>
<tr>
<td>Armstrong, D. Brad</td>
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<td>2007/08</td>
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<tr>
<td>Barnum, Andrew</td>
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<td>Brunemeyer, Angie</td>
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<td>Camy, Loyce</td>
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<td>Carter, Tamara</td>
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<tr>
<td>Cawthon, Brandi</td>
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<td>Crowe, Marsha</td>
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<td>delaTorre-Stuart, Idalia</td>
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<td>Position</td>
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<td>Appointment Type</td>
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<td>2007/08</td>
<td>Temporary Appointment</td>
</tr>
<tr>
<td>Schwarz, Gwen</td>
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<td>FTE Elementary</td>
<td>2007/08</td>
<td>Temporary Appointment</td>
</tr>
<tr>
<td>Simmons, Abe</td>
<td>1.0</td>
<td>FTE Secondary</td>
<td>2007/08</td>
<td>Temporary Appointment</td>
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<tr>
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<td>Snyder, Charles</td>
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<td>Stoffel, Lauri</td>
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<td>Sullivan, Kelly</td>
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<td>Thayer, Kathyleen</td>
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<td>2007/08</td>
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<tr>
<td>Triplett, Vickie</td>
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<td>FTE Elementary</td>
<td>2007/08</td>
<td>Temporary Appointment in addition to current .9 FTE assignment</td>
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<td>0.7</td>
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<td>Vang, Shoa</td>
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<td>2007/08</td>
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<tr>
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<td>Whitaker, Shelley</td>
<td>.65</td>
<td>FTE Elementary</td>
<td>2007/08</td>
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</tbody>
</table>

**Probationary Appointment(s) 2007/08 According to Board Policy**

<table>
<thead>
<tr>
<th>Name</th>
<th>FTE</th>
<th>Position</th>
<th>Year</th>
<th>Appointment Type</th>
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<tbody>
<tr>
<td>Allen, Michael</td>
<td>1.0</td>
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<tr>
<td>Berens, Amy</td>
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<td>Bielik, Rebecca</td>
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<td>Bowen, Jessica</td>
<td>1.0</td>
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<td>2007/08</td>
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<tr>
<td>Brown, M. Sharon</td>
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<td>2007/08</td>
<td>Appointment in addition to .8 FTE current assignment</td>
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<tr>
<td>Name</td>
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<td>1.0 FTE Special Education</td>
<td>1.0 FTE Special Education</td>
<td>1.0 FTE School Counselor</td>
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<td>----------------------</td>
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<td>---------------------------</td>
<td>---------------------------</td>
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<tr>
<td>Franzella-Chiem, Evelyn</td>
<td>2007/08</td>
<td>Appointment</td>
<td>Appointment</td>
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<tr>
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<tr>
<td>Holden, Christine</td>
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<tr>
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<tr>
<td>Klobas, Michaelle</td>
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<td>Appointment</td>
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<td>Morrison, Jeana</td>
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<td>Parker, Julie</td>
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<tr>
<td>Sauberan, Aaron</td>
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<td>Scarbrough, Amanda</td>
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<td>Smith, Julia</td>
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<td>Appointment</td>
<td>Appointment</td>
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</tr>
</tbody>
</table>

Full-Time Leave Request(s) for 2007/08

- **Bailey, Cynthia**: Secondary 2007/08 1.0 FTE Leave

Part-Time Leave Request(s) for 2007/08

- **Carlisle, L. Kate**: Elementary 2007/08 0.15 FTE Leave
- **Early, Katy**: Elementary 2007/08 0.5 FTE Leave
- **Foster, Ann**: Elementary 2007/08 0.8 FTE Leave
- **Larson, Kristina**: Secondary 2007/08 Increase Leave to 0.6 FTE
- **Loustale, Diane**: Elementary 2007/08 0.4 FTE Leave

Retirement(s)/Resignation(s)

- **Erndt, Therese**: Resignation

2. The Board approved the Classified Human Relations actions:

<table>
<thead>
<tr>
<th>Name</th>
<th>Class/Location/Assigned Hours</th>
<th>Effective</th>
<th>Comments/Fund</th>
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<tbody>
<tr>
<td><strong>Appointments</strong></td>
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<tr>
<td>Humphrey, Teresa</td>
<td>Sr Account Clerk/Business Office/8.0</td>
<td>06/26/07</td>
<td>Vacated Position</td>
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<tr>
<td>Lambert, Debra</td>
<td>IPS-Classroom/PVHS/6.0</td>
<td>08/14/07</td>
<td>Vacated Position/ Special Education</td>
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<tr>
<td>Milton, Terri</td>
<td>Office Assistant/PVHS/8.0</td>
<td>07/31/07</td>
<td>Vacated Position</td>
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<tr>
<td>Steinberg, Joseph</td>
<td>Temp Maintenance Worker/M &amp; O/8.0</td>
<td>06/19/07-08/10/07</td>
<td>Temp Summer Work</td>
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<tr>
<td>Young, Barbara</td>
<td>Parent Classroom Aide-Restr/ Marigold/2.0</td>
<td>08/14/07</td>
<td>Vacated Position/ Categorical Fund</td>
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<tr>
<td><strong>Increase in Hours</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dunn, Kathryn</td>
<td>Instructional Assistant/Rosedale/3.8</td>
<td>08/14/07</td>
<td>Existing Position/ Categorical Fund</td>
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<tr>
<td>Phillips, Mark</td>
<td>IPS-Healthcare/BJHS/6.0</td>
<td>08/14/07</td>
<td>Vacated Position/ Special Education</td>
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</tbody>
</table>
### Reinstatement
- Kohen, Jesse  
  IPS-Classroom/Loma Vista/4.0  
  05/28/07  
  Correction to Resignation

### Promotion
- Kelley, Keith  
  Telecommunications Specialist/M & O/8.0  
  06/28/07  
  Vacated Position

### Resignations
#### Resigned Only Position Listed

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Date</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dunn, Kathryn</td>
<td>Instructional Assistant/Rosedale/3.4</td>
<td>08/13/07</td>
<td>Increase in Hours</td>
</tr>
<tr>
<td>Kelley, Keith</td>
<td>Alarm System Technician/M &amp; O/8.0</td>
<td>06/27/07</td>
<td>Promotion</td>
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<tr>
<td>Phillips, Mark</td>
<td>IPS-Healthcare/Hooker Oak/4.0</td>
<td>08/13/07</td>
<td>Increase in Hours</td>
</tr>
<tr>
<td>Phillips, Mark</td>
<td>IPS-Classroom/Hooker Oak/2.0</td>
<td>08/13/07</td>
<td>Voluntary Resignation</td>
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</table>

#### Resignation/Termination

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Date</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beasley, Tamara</td>
<td>School Office Manager/CHS/8.0</td>
<td>07/03/07</td>
<td>GH Retirement</td>
</tr>
<tr>
<td>Campos, Deborah</td>
<td>Parent Liaison Aide-Restr/</td>
<td>06/07/07</td>
<td>Restricted Released</td>
</tr>
<tr>
<td>Drane, Deborah</td>
<td>Cafeteria Assistant/Emma Wilson/2.0</td>
<td>06/08/07</td>
<td>Voluntary Resignation</td>
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<tr>
<td>Flack, Paul</td>
<td>Cafeteria Cook Manager 2/</td>
<td>06/30/07</td>
<td>GH Retirement</td>
</tr>
<tr>
<td>Golden, Patricia</td>
<td>Library Media Assistant/Rosedale/2.5</td>
<td>06/30/07</td>
<td>Voluntary Resignation</td>
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<tr>
<td>Greene, Heather</td>
<td>IPS-Classroom/Loma Vista/3.0</td>
<td>06/07/07</td>
<td>Voluntary Resignation</td>
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<tr>
<td>Hershey, Linda</td>
<td>IPS-Healthcare/PHS/6.0</td>
<td>08/01/07</td>
<td>Voluntary Resignation</td>
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<tr>
<td>Kennedy, Sean</td>
<td>IPS-Healthcare/Loma Vista/3.0 &amp; 3.0</td>
<td>08/13/07</td>
<td>Voluntary Resignation</td>
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<tr>
<td>MacDonald, Sandra</td>
<td>Child Care Center Assistant/PHS/8.0</td>
<td>07/15/07</td>
<td>GH Retirement</td>
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<tr>
<td>Marler, Jennifer</td>
<td>Parent Classroom Aide-Restr/</td>
<td>06/07/07</td>
<td>Restricted Released</td>
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<tr>
<td>Martini-Hamor, Anne</td>
<td>Parent Classroom Aide-Restr/</td>
<td>06/07/07</td>
<td>Restricted Released</td>
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<tr>
<td>McGowan, Pamela</td>
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<td>06/07/07</td>
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<tr>
<td>Meeker, Randy</td>
<td>Assistant Superintendent-Business Services/Office/8.0</td>
<td>06/25/07</td>
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<td>Reinhard, Joanne</td>
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<td>Rodrigues, Daniel</td>
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<td>06/29/07</td>
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<td>Stoner, Wendee</td>
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<td>Restricted Released</td>
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<tr>
<td>Stoner, Wendee</td>
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<td>06/07/07</td>
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<tr>
<td>Thomas, Teresa</td>
<td>Health Assistant/Emma Wilson/6.0</td>
<td>07/05/07</td>
<td>GH Retirement</td>
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<tr>
<td>Wittsell, Robin</td>
<td>Sr Account Clerk/Nutrition Services/8.0</td>
<td>07/25/07</td>
<td>GH Retirement</td>
</tr>
</tbody>
</table>

(Consent Agenda Vote)
- **AYES:** Rees, Reed, Kaiser, Anderson, Thompson
- **NOES:** None

### DISCUSSION/ACTION CALENDAR

**ITEMS REMOVED FROM CONSENT FOR FURTHER DISCUSSION:**

- **Item:** 5.4.2 - after discussion regarding clarification on self-funded sports, at 7:42 p.m., Board Vice President Reed moved to approve 5.4.2, seconded by Board Clerk Kaiser.

- **AYES:** Rees, Reed, Kaiser, Anderson, Thompson
- **NOES:** None
A. GENERAL

Interim Superintendent Staley requested that the Board address 6.B.1 first due to the length of time it usually takes to address Board Policies. The Board did not object.

B. EDUCATIONAL SERVICES

1. College Connection Calendar

Sara Simmons, Director, presented Robert Quist, a CHS teacher in the College Connection program, who presented information on this program to successfully transition students to college level work and of the increase in the size of the program at secondary sites to be covered by a second teacher, Elaine Elsmore from PVHS. Board Clerk Kaiser suggested CUSD explore searching and obtaining grant funding for this program. At 8:00 p.m. a motion was made by Board Clerk Kaiser, seconded by Board Vice President Reed, to approve the alternative 180 day student calendar for College Connection.

AYES: Rees, Reed, Kaiser, Anderson, Thompson
NOES: None

Board President Rees suggested to the Board that they continue with the agenda and address 6.A.1 at the end. There were no objections.

2. Annual Report on Williams Uniform Complaints

Dr. Cynthia Kampf, Director, stated that School Districts are required to report the number of Williams Settlement complaints to the County Office of Education and report that information at a public school board meeting. The CUSD report shows that there were no complaints filed during the 2006-2007 year. There was no action needed.

C. HUMAN RESOURCES

1. PUBLIC HEARING on CSEA Initial Proposal

Assistant Superintendent Feaster sunshined the initial proposal for bargaining for the 2007-2008 school year from the California School Employees Association (CSEA) Chapter 110. At 8:10 p.m., President Rees opened the item to public comment. There was none. The public hearing was closed.

2. PUBLIC HEARING on Tentative Agreements with CSEA

Assistant Superintendent Feaster sunshined two tentative agreements between CUSD and CSEA:
(1) Article 5 – Leaves – May 23, 2007: using accrued vacation time for nonwork/nonpaid days outside of winter and spring breaks; and any unused vacation at the end of the fiscal year shall be paid in wages.
(2) Article 2 – Wages – June 4, 2007: providing a mechanism for employees to receive equalized pay via a “Voluntary Summer Savings Program.”

At 8:20 p.m. Board President Rees open the public hearing for comments. There were none. Board Clerk Kaiser made a motion, seconded by Board Vice President Reed, to approve the two agreements with CSEA.

AYES: Rees, Reed, Kaiser, Anderson, Thompson
NOES: None

3. At 8:20 p.m. Assistant Superintendent Feaster requested that Item 6.C.3 be pulled from the agenda. The Board did not object.

6. Second Reading/Approval of Board Policies

A. The Board approved Board Policies 0000 Series: Philosophy, Goals, Objectives and Comprehensive Plans, with no amendments, covering:
   0400 – Comprehensive Plans;
   0410 – Nondiscrimination in District Programs & Activities;
   0420 – School Plans/Site Councils;
   0420.1 – School-Based Program Coordination;
   0430 – Comprehensive Local Plan for Special Education;
   0440 – District Technology Plan;
MINUTES

0440.1 – Internet Acceptable Use Policy Statement;
0450 – Comprehensive Safety Plan;
0500 – Accountability;
0510 – School Accountability Report Card;
0520.1 – High Priority Schools Grant Program;
0520.2 – Title 1 Program Improvement Schools;
0520.3 – Title 1 Program Improvement District; and
0520.4 – Quality Education Investment Schools.

The Board approved Board Policy Series 5000 – Students:
5142 – Safety (with no amendments);
5142.2 – Safe Schools, with the Amendment to change the first sentence in the third paragraph, “The Board rejects any substantiated gang activity which ....” to “The Board rejects any substantiated group activity, including gang activity, which ....”; and
5145.7 – Sexual Harassment (with no amendments).

AYES: Rees, Reed, Kaiser, Anderson, Thompson
NOES: None

7. ITEMS FROM THE FLOOR
Kevin Moretti, CUTA Vice President, asked the Board to consider Prep Time Task Force delivery the same as 2006-2007; would like other ways or methods to determine student academic growth than from one test in API/AYP; and invited the Board to the beginning of the year party at the Elks Lodge, August 30 at 3:30 p.m.

8. ANNOUNCEMENTS
Board Member Thompson indicated that she would be attending/speaking at the Governor’s Education Task Force.

9. CLOSED SESSION
At 9:07 p.m. Board President Rees retired the Board to Closed Session on Item 2., above.

9. ADJOURNMENT
At 9:50 p.m. the Board reconvened and the meeting was adjourned.

APPROVED:

Board of Education

Administration
1. **CALL TO ORDER**
   Board President Rees called the August 1, 2007, Special Session Meeting to order at the Chico Unified School District, Large Conference Room, at 1163 E. 7th Street, Chico, CA, at 3:00 p.m. He indicated that they would adjourn to closed session on Item 2, below.

   Present: Rick Rees, Jann Reed, Dr. Kathy Kaiser, Rick Anderson, Dr. Andrea Lerner Thompson.  
   Kelly Staley, Interim Superintendent; Bob Feaster, Assistant Superintendent; Bob Kingseley and Kristin Lindgren, Legal Counsel from Pinnell & Kingsley.

2. **CLOSED SESSION**
2.1 Conference with Legal Counsel: Anticipated Litigation, Significant Exposure to litigation: One Potential Case per Government Code §54956.0(b).

3. **RECONVENE TO OPEN SESSION**
   At 3:32 p.m., Board President Rees reconvened to open session and there were no announcements.

4. **CONSENT CALENDAR**
   Board President Rees asked if there was anyone from the public or the Board who wanted to pull an item from the Consent Calendar. Board Clerk Kaiser requested Item 4.1 be pulled for further discussion. Board Clerk Kaiser made a motion, seconded by Board Member Anderson, to approve the remaining consent items.


   4.2 The Board approved the Consultant Agreement for Hayward Unified School District to provide business support services to the District.

   4.3 The Board approved the Consultant Agreement for Northern California Baseball and Softball Officials Association to provide officials for CHS games during the 07/08 school year.

   (Consent Vote)  
   AYES: Rees, Reed, Kaiser, Anderson, Thompson  
   NOES: None

5. **DISCUSSION/ACTION**
5.1 **ITEMS PULLED FROM CONSENT FOR FURTHER DISCUSSION.**
   Item 4.1: After clarification by Michael Weissenborn, Facilities/Planning Construction Supervisor, about the problem with the concrete and how they corrected it, Board Clerk Kaiser moved to approve 4.1, seconded by Board Vice President Reed.

   AYES: Rees, Reed, Kaiser, Anderson, Thompson  
   NOES: None

5.2 **Career Technical Education Facilities Applications**
   Liz Metzger, Ron Pope and Miles Peacock, teachers, provided information on the three CTEAF applications. At 3:50 p.m., Board President Rees asked for questions/comments from the public. There being none, a motion was made by Board Member Thompson to approve the CTEAF applications, seconded by Board Clerk Kaiser.

   AYES: Rees, Reed, Kaiser, Anderson, Thompson  
   NOES: None

5.3 **Whether to Respond to Transfer of Liquor License to a Site Next to McManus Elementary**
   Adel Mubarako, part owner of the proposed mini-mart, was present to answer questions by the Board. At 4:00 p.m., Board President Rees asked if there were any comments from the public. There were none. He indicated that the Board could either state opposition and concerns, or do nothing. Board Vice President Reed made a motion to pass a resolution in opposition, with a letter from the school district citing incompatible use of the area. Board Member
Thompson seconded the motion.

AYES: Rees, Reed, Kaiser, Anderson, Thompson
NOES: None

5.3 Applications for Waiver of Collective Bargaining Agreements
Assistant Superintendent Feaster presented information on Bidwell Jr. High and Chico Jr. High schools applications for waiver for schedule changes to allow for teacher collaboration every Wednesday morning, requiring later starting time at these sites. Notices will go out to the general public and to the media. This was an information only item.

6. ADJOURN TO CLOSED SESSION
At 4:37 p.m., Board President Rees stated the Board would adjourn to closed session to discuss the following items:

6.1 Public Employee Appointment:
Title: Assistant Superintendent, Business Services
Title: Assistant Superintendent, Human Resources

6.2 Conference with Legal Counsel:
Initiation of Litigation: One Potential Case
Government Code §54956.9(c)

6.3 Public Employee Performance Evaluation:
Title: Interim Superintendent
Government Code §54957

7. RECONVENE TO OPEN SESSION
At 7:45 p.m. Board President Rees reconvened the Board to open session.

8. ANNOUNCEMENTS
There were no announcements.

9. ADJOURNMENT
At 7:46 p.m. Board President Rees adjourned the meeting.

:mga

APPROVED:

________________________________________
Board of Education

________________________________________
Administration
## DONATIONS/GIFTS

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<thead>
<tr>
<th>Donor</th>
<th>Item</th>
<th>Recipient</th>
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<tbody>
<tr>
<td>Friends of Agriculture</td>
<td>$10,000.00</td>
<td>CHS - Agricultural Program</td>
</tr>
<tr>
<td>Wells Fargo Community Support</td>
<td>$2,500.00</td>
<td>Parkview</td>
</tr>
<tr>
<td>Lifetouch National School Studios</td>
<td>$1,170.00</td>
<td>PVHS - Yearbook</td>
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<td>PG&amp;E Corp Fdn (R Leppard/J Walther)</td>
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<td>PVHS</td>
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<td>Chico Club Volleyball - Lsa Klick</td>
<td>$1,500.00</td>
<td>PVHS - Athletics-Girls Volleyball</td>
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<tr>
<td>Pleasant Valley Girls Golf Team</td>
<td>$3,400.00</td>
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Chico Unified School District

Educational Services - Elementary Education
(530) 891-3000 x137

TITLE: LITTLE CHICO CREEK FUND RAISING REQUEST

Action: ___ Consent: X Information: ___

Agenda Item: ___ Page 1 OF 1

Prepared by: John K. Mealley, interim Principal

Background Information

Little Chico Creek (LCC) PTA is planning a sale of cookie dough, pretzels and other similar food items as a school-wide fundraising event. The purpose of the sale is to raise funds to support classroom field trips and special educational enhancement projects at LCC.

LCC PTA has conducted a gift-wrap sale with the same fundraising company each fall for the past eight school years.

Educational Implications

The funds will be used to support field trips for all classrooms. All of the classroom field trips support and enhance the learning of grade level standards. An example of field trips funded in previous years are; CSUC fine arts performances, sixth grade environmental school, Turtle Bay Museum, Chico Creek Nature Center, Oroville Dam and Visitor Center and Bidwell Mansion.

Fiscal Implications

There is no impact on the general fund.

Additional Information

The cookie dough sale is scheduled for September 14th through September 28th. Students sell food items to their parents, relatives and family friends. There is no door to door sales.

Recommendation

I recommend approval of this major fundraiser.
CONSULTANT AGREEMENT

1. A completed BS10a. “Certificate of Independent Consultant Agreement” guideline is:
   - ☑ On File (click to view)   □ Attached

2. A completed W-9 "Request for Taxpayer Identification Number and Certification" form is:
   - ☑ On File (click to view)   □ Attached

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

Name: Julie Sawley
Street Address/POB: 21989 Nord Avenue
City, State, Zip Code: Chico, CA 95926
Phone: (530) 894-3730
Taxpayer ID/SSN: [Redacted]
This agreement will be in effect from: 06/16/08 to 06/30/08
Location(s) of Services: (site) Notre Dame School

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

   The consultant will provide reading intervention instruction to students who attend Notre Dame School and qualify for Title I services. These services are provided to requesting/qualifying schools as mandated by NCLB.

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

5. Funding/Programs Affected: (corresponding to accounts below)
   1) Title I
   2) [Redacted]
   3) [Redacted]

6. Account(s) to be Charged:

<table>
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<tr>
<th>Perc (%)</th>
<th>Fund</th>
<th>Resource</th>
<th>Proj/Yr</th>
<th>Goal</th>
<th>Function</th>
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7. Is there an impact to General Fund, Unrestricted funding?   □ Yes   ☑ No

8. Payment to Consultant: (for the above services, District will pay Consultant as follows)
   $ 15,500.00 Per Unit, times 1.00 = $ 15,500.00 Total for Services
   (Unit: ☑ Per Hour   □ Per Day   □ Per Activity)

9. Additional Expenses:
   $ 0.00 Total for Addit'l Expenses
   $ 15,500.00 Grand Total

10. Amounts of $5,001.00 or more require Board Approval: (date to Board) 08/15/08 (to be completed by Business Services)
CONSULTANT TERMS AND CONDITIONS
(Applicable, unless determined to be Contract Employee – See BS10a)

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

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

3. In the performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.

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

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

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

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

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

9. The District will determine whether the Consultant will be paid by vendor check as a Consultant or payroll check as a Contract Employee (with taxes withheld) by reviewing the completed Certificate of Independent Consultant Agreement (a blank sample may be viewed at http://www.chicousd.org/dept/business/documents/Consultant_Agreement.pdf). IRS publication SWR 40 and IRS Ruling 87-41 will assist the District in determining the payment method applied to this Consultant Agreement.

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

   Julie Sawley
   7/26/07

11. RECOMMENDED:

   Janet L. Bronson
   8/8/07

12. APPROVED:

   Janet L. Bronson
   8/8/07

13. APPROVED:

   Scott Jones
   8-08-07

14. Authorization for Payment:

   CHECK REQUIRED (Invoice to accompany payment request):
   □ Partial Payment thru: __________________________ (Date)
   □ Full or Final Payment

   DISPOSITION OF CHECK by Accounts Payable:
   (check released upon completion of services)
   □ Send to Site Administrator: __________________________ (Date check required)
   □ Mail to Consultant

   $ ________
   (Amount)
   (Originating Administrator Signature – Use Blue Ink)
   __________________________
   (Date)
CHICO UNIFIED SCHOOL DISTRICT  
1163 EAST SEVENTH STREET 
CHICO, CA 95928-5999 

August 15, 2007

MEMORANDUM TO: Board of Education

FROM: Kelly Staley, Interim Superintendent

SUBJECT: Classified Human Resources Actions

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### Annual After School Program Allocations for Chico Unified School District

**State ASES (After School Education and Safety) Grant and Federal 21st Century Community Learning Centers Programs**

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<th>Annual Total</th>
<th>New in 2007-08</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chapman Elem.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Citrus Avenue Elem.</td>
<td></td>
<td></td>
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<tr>
<td>McManus (John A.) Elem.</td>
<td>$642,920</td>
<td></td>
</tr>
<tr>
<td>Rosedale Elem.</td>
<td></td>
<td></td>
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<tr>
<td>Parkview Elementary</td>
<td>$350,960</td>
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<tr>
<td>Neal Dow Elementary</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bidwell Jr. High</td>
<td>$542,400</td>
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<tr>
<td>Chico Jr. High</td>
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<tr>
<td>Fair View High</td>
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<td>Chico High School</td>
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<td><strong>TOTAL</strong></td>
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<td><strong>$1,067,400</strong></td>
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<table>
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<tr>
<th>District Totals</th>
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<th>New</th>
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<tbody>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$3,238,988</strong></td>
<td><strong>$2,270,108</strong></td>
</tr>
</tbody>
</table>
FUND RAISING REQUEST

All fund raising projects/activities are to be approved by the school principal (minor) or the Board of Education (major) prior to initiating the project/activity. The principal/designee shall maintain a written financial record of each approved fund raising project/activity. Funds generated from the projects/activities shall be deposited in the Associated Student Body account, PTA/PTO account or the appropriate District account.

SCHOOL: Little Chico Creek Elem
CLUB OR ORGANIZATION: LCC PTA
ADVISOR: Bob Clark

PURPOSE OF THE FUND RAISING PROJECT/ACTIVITY
PTA - General Funds - Clovis Valley - Field Trips - Balance for Playground Improvements

FINANCIAL GOAL OF THE PROJECT: (Major = more than $5,000 gross)
[ ] Minor: Estimated Gross $_________  [ ] Major: Estimated Gross $25,000
Estimated Net $_________  Estimated Net $16,000

NATURE OF PROJECT/ACTIVITY (i.e., car wash) Gift Product Sales

[ ] Class I - A project or series of activities that will be restricted to a school's student and parent population.
[ ] Class II - A project or series of activities that will extend beyond a school's population and will involve students, parents and members of the general community population in the fund raising effort.

BEGINNING/ENDING DATE(S) OF PROPOSED FUND RAISING PROJECT(S)/ACTIVITY(IES):
BEGINNING 9/14/2007  ENDING 9/29/2007

LOCATION

NUMBER OF STUDENTS TO BE INVOLVED 550

RECOMMENDED

Student Officer's Signature (if applicable)

Advisor's Signature

Director of Activity Signature (if applicable)

Principal's Signature

Assistant Superintendent's Signature

Date - Approved by Board of Education

cc: Advisor
    Principal

ES-5
1/00
TITLE: SIERRA VIEW ELEMENTARY FUND RAISING REQUEST - COOKIE DOUGH SALE

Action: ___ Consent: ___ Information: ___

Agenda Item:
August 1, 2007
Page 1 of 2

Prepared by: Debbie Aldred, Principal

Background Information
Sierra View PTA plans to sell cookie dough. Students will sell cookie dough to friends and relatives. The money earned will help to support PTA programs and activities for Sierra View Elementary School such as supplemental supplies, incentives, field trips or any thing else deemed necessary for the benefit of the students. Money earned by the 6th graders will go directly towards the 6th grade Outdoor School.

Educational Implications
The fundraiser will provide educational materials and supplemental supplies for students at Sierra View.

Fiscal Implications
No impact on the general fund.

Additional Information
The Cookie Dough sale is scheduled to take place September 26, 2007 to December 1, 2007.

Recommendation
I recommend approval of this fund raising request.

RECEIVED
JUL 27 2007

SUPERINTENDENT'S OFFICE
CHICO UNIFIED SCHOOL DISTRICT
FUND RAISING REQUEST

All fund raising projects/activities are to be approved by the school principal (minor) or the Board of Education (major) prior to initiating the project/activity. The principal/designee shall maintain a written financial record of each approved fund raising project/activity. Funds generated from the projects/activities shall be deposited in the Associated Student Body account, PTA/PTO account or the appropriate District account.

SCHOOL  Sierra View

CLUB OR ORGANIZATION  PTA

ADVISOR  Claire Johnson

PURPOSE OF THE FUND RAISING PROJECT/ACTIVITY  Raise funds to support PTA sponsored activities & programs

FINANCIAL GOAL OF THE PROJECT:  (Major = more than $5,000 gross)

[ ] Minor: Estimated Gross $__________  [x] Major: Estimated Gross $33,000.00

   Estimated Net $__________           Estimated Net $11,000.00

NATURE OF PROJECT/ACTIVITY (i.e., car wash)  Cookie Dough Sale

[ ] Class I - A project or series of activities that will be restricted to a school’s student and parent population.

☑ Class II - A project or series of activities that will extend beyond a school’s population and will involve students, parents and members of the general community population in the fund raising effort.

BEGINNING/ENDING DATE(S) OF PROPOSED FUND RAISING PROJECT(S)/ACTIVITY(IES):
BEGINNING  Sept 26, 2007    ENDING  Dec 1st, 2007

LOCATION  School and selling to friends & family

NUMBER OF STUDENTS TO BE INVOLVED

RECOMMENDED

Date  1/21/07
Student/Officer’s Signature (if applicable)  Claire Johnson

Date
Advisor’s Signature

Date  7/25/07
Director of Activity Signature (if applicable)  D. Aldred

Date  7/27/07
Principal’s Signature  Carolyn Adkison

Date
Assistant Superintendent’s Signature

Approval  Recommend
Minor  Yes  No
Major  Yes  [x]  [ ]

Date - Approved by Board of Education

cc:  Advisor
     Principal

ES-5
1/00
Title: Sierra View Elementary Funding Raising Request - Book Fair

Action:  
Consent: x  
Information: 

Prepared by: Debbie Aldred, Principal

Background Information
Sierra View PTA plans to host a Scholastic Book Fair during Public Schools Week. Students will have access to the book fair throughout the day to purchase quality books and other items.

Educational Implications
The fundraiser will provide educational materials and supplemental supplies for students at Sierra View.

Fiscal Implications
No impact on the general fund.

Additional Information
The Book Fair is scheduled for March 10th - 14th, 2008 in the Multipurpose Room.

Recommendation
I recommend approval of this fund raising request.

Received
July 27, 2007

Superintendent's Office
Chico Unified School District
FUND RAISING REQUEST

All fund raising projects/activities are to be approved by the school principal (minor) or the Board of Education (major) prior to initiating the project/activity. The principal/designee shall maintain a written financial record of each approved fund raising project/activity. Funds generated from the projects/activities shall be deposited in the Associated Student Body account, PTA/PTO account or the appropriate District account.

SCHOOL: Sierra View Elementary

CLUB OR ORGANIZATION: PTA

ADVISOR: Claire Johnson

PURPOSE OF THE FUND RAISING PROJECT/ACTIVITY: Promote reading and make affordable books accessible to students.

FINANCIAL GOAL OF THE PROJECT: (Major = more than $5,000 gross)

[ ] Minor: Estimated Gross $__________  [ ] Major: Estimated Gross $9,000.00
[ ] Estimated Net $__________  [ ] Estimated Net $4,000.00

NATURE OF PROJECT/ACTIVITY (i.e., car wash): Book Fair

[ ] Class I - A project or series of activities that will be restricted to a school’s student and parent population.
[ ] Class II - A project or series of activities that will extend beyond a school’s population and will involve students, parents and members of the general community population in the fund raising effort.

BEGINNING/ENDING DATE(S) OF PROPOSED FUND RAISING PROJECT(S)/ACTIVITY(IES):
BEGINNING: March 10, 2008 ENDING: March 14, 2008

LOCATION: California Ave Sierra View

NUMBER OF STUDENTS TO BE INVOLVED: 600

RECOMMENDED

Date: 6/27/07
Student Officer’s Signature (if applicable): 

Date: 6/27/07
Advisor’s Signature: Claire Johnson

Date: 4/25/07
Director of Activity Signature (if applicable): D. Aldred

Date: 6/27/07
Principal’s Signature: Carolyn Adams

Date: 6/27/07
Assistant Superintendent’s Signature: 

Approval Recommend
Minor Yes No Major [ ] [ ] [ ]

Date - Approved by Board of Education

cc: Advisor
   Principal

ES-5
1/00
PROPOSED AGENDA ITEM: Infant and Toddler Child Care Resource Program

☐ Consent
☐ Information Only
☐ Discussion/Action

Board Date: August 15, 2007

Background Information

Funds are available to support quality improvement of the Child Care and Development Program at Fair View serving children age birth to three years. These funds are used to purchase appropriate equipment and materials; make minor renovations and repairs; expand recruitment and outreach efforts to enroll additional infants and toddlers; train staff to work with infants and toddlers; and pay indirect and administration costs.

Education Implications

The funding for this grant will allow additional material program purchases to support parent/child activities.

Fiscal Implications

There is no cost to the general fund. Any expenditures will be paid for by the grant.

Additional Information

A note of explanation: This packet contains documents for approval for the 2006-07 and 2007-08. The State currently has no documentation for 2006-07 and has asked that we update their files. There will be no penalties and no loss of funding for 2006-07. The documentation for 2007-08 will keep the grant current.

Recommendation

I recommend that this contract agreement be approved.
LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: CHICO UNIFIED SCHOOL DISTRICT

By signing this contract and returning it to the State, you are agreeing to use the funds identified below to support Child Care and Development Programs and California School Age Families Education (CalSAFE) serving infants and toddlers ages birth to three years in accordance with Exhibit B, "PROGRAM REQUIREMENTS FOR INFANT AND TODDLER CHILD CARE RESOURCE PROGRAM", (available online at http://www.cde.ca.gov/fg/aai/cd), which by this reference are incorporated into this contract. The Contractor's signature also certifies compliance with "Standard Provisions for State Contracts" (Exhibit A) which are attached hereto and by this reference incorporated herein.

These funds shall not be used for any purpose considered nonreimbursable pursuant to the 2006/07 Program Requirements for Infant and Toddler Child Care Resource Program, the current Child Care and Development Fund Funding Terms and Conditions (FT&Cs) and Title 5, California Code of Regulations.

Funding of this contract is contingent upon appropriation and availability of funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract. This contract is effective from July 01, 2006 through June 30, 2007. The total amount payable pursuant to this agreement shall not exceed $2,423.00.

Expenditure of these funds shall be reported quarterly to the Child Development Fiscal Services Division (CDFS) on Form CDFS-9529 with fiscal quarters ending September 30th, December 31st, March 31st, and June 30th. Quarterly reporting must be submitted for reimbursement of expenditures. For non-educational agencies, expenditures made for the period July 1, 2006 through June 30, 2007 shall be included in their 2006/07 audit due by the 15th day of the fifth month following the end of the contractor's fiscal year or earlier if specified by the CDE. The audits for School Districts and County Offices shall be submitted in accordance with Education Code Section 41020.

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.


<table>
<thead>
<tr>
<th>STATE OF CALIFORNIA</th>
<th>CONTRACTOR</th>
</tr>
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<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>AMOUNT ENCUMBERED BY THIS DOCUMENT</th>
<th>PROGRAM/CATEGORY (CODE AND TITLE)</th>
<th>FUND TITLE</th>
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</thead>
<tbody>
<tr>
<td>$ 2,423</td>
<td>Child Development Programs</td>
<td>Federal</td>
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<tr>
<td></td>
<td>(OPTIONAL USE) 0656</td>
<td>FC# 93.575</td>
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<td>13942-6142</td>
<td>PC# 000172</td>
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<tr>
<td>PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT</td>
<td>ITEM 03.10.020.901</td>
<td>CHAPTER 47</td>
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<tr>
<td>$ 0</td>
<td>6100-196-0890</td>
<td>47</td>
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<td>TOTAL AMOUNT ENCUMBERED TO DATE</td>
<td>OBJECT OF EXPENDITURE (CODE AND TITLE)</td>
<td>SACS: Res-5005 Rev-8290</td>
</tr>
<tr>
<td>$ 2,423</td>
<td>702</td>
<td></td>
</tr>
</tbody>
</table>

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER

<table>
<thead>
<tr>
<th>T.B.A. NO.</th>
<th>B.R. NO.</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
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</tbody>
</table>
RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2006/07.

RESOLUTION

BE IT RESOLVED that the Governing Board of Chico Unified School District

authorizes entering into local agreement number/s CCAP-6030 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Janet Brinson</td>
<td>Director</td>
<td>Janet Brinson</td>
</tr>
</tbody>
</table>

PASSED AND ADOPTED THIS 15th day of August 2006/07, by the Governing Board of Chico Unified School District of Butte County, California.

I, Dr. Kathleen E. Kaiser, ___, Clerk of the Governing Board of Chico Unified School District, of Butte County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at an August 15, 2007 meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature) (Date)
LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: CHICO UNIFIED SCHOOL DISTRICT

By signing this contract and returning it to the State, you are agreeing to use the funds identified below to support the Child Care and Development Programs and the California School Age Families Education (CalSAFE) program serving infants and toddlers ages birth to three years in accordance with Exhibit B, 2007/08 "PROGRAM REQUIREMENTS FOR INFANT AND TODDLER CHILD CARE RESOURCE PROGRAM", (available online at http://www.cde.ca.gov/fg/aa/cd), which are attached and by this reference incorporated into this contract. The Contractor's signature also certifies compliance with "Standard Provisions for State Contracts" (Exhibit A) which are attached hereto and by this reference incorporated herein.

These funds shall not be used for any purpose considered nonreimbursable pursuant to the 2007/08 Program Requirements for Infant and Toddler Child Care Resource Program, the current Child Care and Development Fund Funding Terms and Conditions (FT&Cs) and Title 5, California Code of Regulations.

Funding of this contract is contingent upon appropriation and availability of funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract. This contract is effective from July 01, 2007 through June 30, 2008. The total amount payable pursuant to this agreement shall not exceed $2,389.00.

Expenditure of these funds shall be reported quarterly to the Child Development Fiscal Services Division (CDFS) on Form CDFS-9529 with fiscal quarters ending September 30th, December 31st, March 31st, and June 30th. Quarterly reporting must be submitted for reimbursement of expenditures. For non-local educational agencies, expenditures made for the period July 1, 2007 through June 30, 2008 shall be included in their 2007/08 audit due by the 15th day of the fifth month following the end of the contractor's fiscal year or earlier if specified by the CDE. The audits for School Districts and County Offices shall be submitted in accordance with Education Code Section 41020.

Any provision of this contract found to be violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2007/08.

RESOLUTION

BE IT RESOLVED that the Governing Board of ______ Chico Unified School District ______

authorizes entering into local agreement number/s ______ CCAP-7029 ______ and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Janet Brinson</td>
<td>Director</td>
<td>______</td>
</tr>
</tbody>
</table>

PASSED AND ADOPTED THIS ______ 15th day of ______ August ______ 2007/08, by the Governing Board of ______ Chico Unified School District ______

of ______ Butte ______ County, California.

I, ______ Dr. Kathleen E. Kaiser ______, Clerk of the Governing Board of ______ Chico Unified School District ______, of ______ Butte ______ County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at an ______ August 15, 2007 ______ meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature) (Date)
PROPOSED AGENDA ITEM:  TEACHER RECRUITMENT AND STUDENT SUPPORT PROGRAM

☐ Consent
☐ Information Only  Board Date: August 15, 2007
☐ Discussion/Action

Background Information
The Teacher Recruitment and Student Support Program provides funding for improving student learning in low-performing schools defined as schools in deciles 1–3. Each identified district is eligible to receive $25.45 per pupil based on the number of pupils in qualifying schools. The funds may be used for the following purposes:

- A safe, clean school environment for teaching and learning
- Providing support services for students and teachers
- Small group instruction
- Time for teachers and principals to collaborate for the purpose of improving student academic outcomes

Districts may request funds on behalf of eligible schools. Districts are required to develop a plan for use of the funds. This plan was developed after meeting with the principals of the eligible schools:

- Chapman—Ted Sullivan
- Rosedale—Claudia de la Torre
- Oakdale—Ken Ball

The funding period ends February 28, 2009.

Education Implications
The common thread for all three eligible schools is our District Mission: “Individual academic student achievement via a K-12 sequence of teaching, learning, assessment, and support.” The Professional Learning Team process has put Chico Unified School District on a common road toward the desired outcomes for its students. The Teacher Recruitment and Student Support Program funding will provide additional support for these particular schools to meet that end goal.

Fiscal Implications
None to the general fund.

Additional Information
N/A

Recommendation
Recommended for approval.
Teacher Recruitment and Student Support Program Plan

<table>
<thead>
<tr>
<th>District Name:</th>
<th>Chico Unified School District</th>
</tr>
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<tbody>
<tr>
<td>Superintendent Name:</td>
<td>Kelly Staley, Interim Superintendent</td>
</tr>
<tr>
<td>Applicant Contact Name:</td>
<td>Janet Brinson, Director</td>
</tr>
<tr>
<td>Phone Number:</td>
<td>(530) 891-3000 ext. 105</td>
</tr>
<tr>
<td>E-mail:</td>
<td><a href="mailto:jbrinson@chicousd.org">jbrinson@chicousd.org</a></td>
</tr>
<tr>
<td>Fiscal Contact:</td>
<td>Pete Van Buskirk</td>
</tr>
<tr>
<td>Title:</td>
<td>Fiscal Services Manager</td>
</tr>
<tr>
<td>Phone Number:</td>
<td>(530) 891-3000 ext. 185</td>
</tr>
<tr>
<td>E-mail:</td>
<td><a href="mailto:pvanbusk@chicousd.org">pvanbusk@chicousd.org</a></td>
</tr>
<tr>
<td>Date of School Board Approval:</td>
<td>April 15, 2007</td>
</tr>
</tbody>
</table>

1. Checklist of proposed category of activities the local educational agency (LEA) will conduct and support through this program.

- Safe and clean school environment for teaching and learning
- Support services for students (i.e. small group instruction)
- Activities to recruit, retain and support highly qualified teachers
- Activities to recruit, retain, and support of highly skilled principals
- Teacher/principal collaboration to improve student academic success
- Other (Specify:_________________________________________________________)
- Other (Specify:_________________________________________________________)

2. Narrative district plan for use of funds at eligible schools.

Chico Unified School District representatives have met with the site principals of schools in deciles 1-3. The common theme for all of the site principals was twofold; staff development and collaboration time for teachers.

Chico Unified is in its third year of District Program Improvement. The focus is to continue the process of refining essential standards, developing common assessments, and analyzing student data through teacher collaboration. The next step in the process will be to support teachers in designing lessons and additional assessments based on the essential standards and best teaching practices. Edusoft, collection tool, will allow common data to be gathered, disaggregated, and analyzed on a regular basis.

These schools would like to focus Teacher Recruitment and Support Program funding on providing release time to support collaboration for their respective staffs. The schools have been diligently working on sequencing standards to maximize learning at all grade levels and collecting and analyzing data. They have been utilizing grade level meetings to have conversations about the effectiveness of lessons in helping students learn standards being taught and assessed. The principals at these school sites felt that additional time for teachers to collaborate and plan is essential for the momentum to move forward in a positive fashion. The ultimate goal for each school is to have teacher learning teams at each grade level. These learning teams will have set collaboration times to discuss student work. Included in discussions will be best practices, strategies, and support for student learning.
The teaching staff at these schools are Highly Qualified based on NCLB guidelines. This allows all teachers at their respective sites to continue improving staff development, planning and collaboration time focusing on a common theme and a common language. The goal for all of this planning and collaboration time is to improve student academic outcomes.

The common thread for all three eligible schools is our district mission, “Individual academic student achievement via a K-12 sequence of teaching, learning, assessment and support.” The learning team process has put Chico Unified School District on a common road toward the desired outcomes for its students. The Teacher Recruitment and Student Support Program funding will provide additional support for these particular schools to meet that end goal.

### A. Providing support services for students

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Tutoring services</td>
<td>$3,030</td>
</tr>
<tr>
<td>Counseling services</td>
<td>$</td>
</tr>
<tr>
<td>Classroom textbooks, materials, supplies (supplemental)</td>
<td>$</td>
</tr>
<tr>
<td>Health services</td>
<td>$</td>
</tr>
<tr>
<td>Small group instruction</td>
<td>$</td>
</tr>
<tr>
<td>Other:</td>
<td>$</td>
</tr>
<tr>
<td>Other:</td>
<td>$</td>
</tr>
</tbody>
</table>

### B. Activities to recruit, retain, and support highly qualified teachers

<table>
<thead>
<tr>
<th>Activity</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recruitment activities (Specify______)</td>
<td>$</td>
</tr>
<tr>
<td>Signing bonuses (Number of teachers:______)</td>
<td>$</td>
</tr>
<tr>
<td>Reimbursement for coursework, testing, NCLB certification (Number of teachers:______)</td>
<td>$</td>
</tr>
<tr>
<td>Bonuses for transfer to 1-3 API schools (Number of teachers______)</td>
<td>$</td>
</tr>
<tr>
<td>Retention bonuses 1-3 API schools (Number of teachers:______)</td>
<td>$</td>
</tr>
<tr>
<td>Bonuses for NCLB certification in high need areas (math, science, reading, special education) (Number of teachers:______)</td>
<td>$</td>
</tr>
<tr>
<td>Release time for planning, collaboration (Number of teachers______)</td>
<td>$17,110</td>
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<tr>
<td>Required Benefits (WC, Medicare, Unemployment)</td>
<td>$2,158</td>
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<tr>
<td>Salary enhancements, service credits (Number of teachers:______)</td>
<td>$</td>
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<tr>
<td>Housing subsidies, relocation expense (Number of teachers:______)</td>
<td>$</td>
</tr>
<tr>
<td>Mentoring or coaching (Number of teachers:______)</td>
<td>$</td>
</tr>
<tr>
<td>Other (Number of teachers:______)</td>
<td>$</td>
</tr>
</tbody>
</table>

3. Indirect service amount (cannot exceed approved limit) $956

4. Total Cost (all categories) $23,244
PROPOSED AGENDA ITEM: Consultant Agreement for GenYes (EETT-c) Grant program

 Board Date: August 15, 2007

Background Information

EETT-c = Enhancing Education Through Technology – competitive grant award
Part of No Child Left Behind

This grant provides cross staff development between (primarily 4th-6th grade) students and teachers for projects that integrate technology into the curriculum. We are now in year two of this project. The GenYes program is a proven, successful model used in other California schools and was the basis for the grant. The grant provided funding for more computers in classrooms and one wireless laptop cart for each of the five elementary schools involved in this program. (Neal Dow, Shasta, Emma Wilson, Marigold and Little Chico Creek)

The consultant agreement will pay for licensing for the GenYes program and provides necessary program supplies and support.

Education Implications

The lessons prepared and the additional tech support by students will strengthen academic programs, designed to meet existing CUSD standards & benchmarks.

Fiscal Implications

No impact on General Fund. Paid 100% with Federal grant.

Additional Information

Prepared by: Vikki Gillett
CONSULTANT AGREEMENT

1. A completed BS10a. "Certificate of Independent Consultant Agreement" guideline is:
   - On File (click to view)  
   - Attached

2. A completed WS "Request for Taxpayer Identification Number and Certification" form is:
   - On File (click to view)  
   - Attached

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

Name: Generation YES Corp
Street Address/POB: 2584 NW Johnson Blvd, SW
City, State, Zip Code: Olympia, WA 98502
Phone: 888-441-4596
Taxpayer ID/SSN: 412-22-2222
This agreement will be in effect from: 02/07/07 to 06/30/07
Location(s) of Services: (Site) Emma Wilson, Marigolds, Shoots, Neal Dow, Little Chico Creek Elem. Schools

3. Scope of Work to be performed: (attach separate sheet if necessary)
   - Generation YES licenses, teacher training & support, printed program & curriculum guides, student materials, online project management tools for students, online class project management tools for teacher, project advisors for every Generation YES project, and NWREL evaluation for each school.

4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant services:
The Generation YES project supports academic standards and has been correlated to ISTE NETS standards for students. Using a reverse mentoring approach, students and teachers partner to integrate technology into the curriculum.

5. Funding/Programs Affected: (corresponding to accounts below)
   1. Enhancing Education Through Technology (EETT) competitive grant (through NCLB)
   2. 
   3. 

6. Account(s) to be Charged:

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

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

   - $15,500.00 Per Unit, times 1.00
   - # Units = $15,500.00 Total for Services

   (Unit: [ ] Per Hour  [ ] Per Day  [X] Per Activity)

9. Additional Expenses:

   - Generation YES license for Year Two of grant
   - $500.00
   - Total for Additional Expenses
   - $500.00

10. Amounts of $500.00 or more require Board Approval: (date to Board) 08/15/07

   (to be completed by Business Services)

BS-10.60-01.55 (mu)  Page 1  2/24/2005
CONSULTANT TERMS AND CONDITIONS
(Applicable, unless determined to be Contract Employee – See BS10a)

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

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

3. In the performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.

4. If applicable, the Consultant will certify in writing, using Administration Form #515.6.1, that criminal background checks have been completed as per Board Policy #515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.

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

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

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

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

11. AGREED TO AND ACCEPTED:

[Signature of Consultant]  
[Print Name]  
[Date]

12. RECOMMENDED:

[Signature of Originating Administrator]  
[Print Name]  
[Date]

8/8/07

13. APPROVED:

[Signature of District Administrator, or Director of Categorical Programs]  
[Print Name]  
[Date]

[Signature of Business Services]  
[Print Name]  
[Date]

8/8/07

14. Authorization for Payment:

(a). CHECK REQUIRED (Invoice to accompany payment request):

[ ] Partial Payment thru:  
[Date]

[ ] Full or Final Payment

(b). DISPOSITION OF CHECK by Accounts Payable:

[ ] Send to Site Administrator:  
[Date required]

[ ] Mail to Consultant

(c).

$  
[Amount]  
[Originalizing Administrator Signature – Use Blue Ink]  
[Date]
PROPOSED AGENDA ITEM: Read Right Program—Consultant Agreement

☐ Consent
☐ Information Only
☐ Discussion/Action

Board Date: August 15, 2007

Background Information

READ RIGHT methodology is a student-centered tutoring program that is highly effective, particularly with pre-adolescent and adolescent struggling readers. The methodology is delivered in a small group format with a ratio of one tutor to four students. It is highly structured so that every student receives individualized reading intervention and individualized guidance.

READ RIGHT Systems provided a certified trainer to train CUSD paraprofessionals and teachers to implement the process at their school sites in 2006-07. The training included 5 weeks of intensive training with a READ RIGHT trainer with on-going support throughout the school year.

Education Implications

The READ RIGHT methodology of reading was researched and observed by various CUSD staff. The program was implemented in 2006-07 at Chico Junior, Bidwell Junior and Fair View High School and will continue in 2007-08. This program is utilized during two-period reading blocks to support those students who need additional support in reading—those who scored Below Basic and Far Below Basic in reading on the CST.

Fiscal Implications

There is no cost to the general fund. Expenditures will be paid for out of District Title I staff development funds.

Additional Information

N/A

Recommendation

Recommended for approval.
CHICO UNIFIED SCHOOL DISTRICT  
Business Services  
1163 E. 7th Street, Chico, CA 95928  
(530) 891-3000

CONSULTANT AGREEMENT

1. A completed BS10a. "Certificate of Independent Consultant Agreement" guideline is:
   - [✓] On File  (click to view)  [☐] Attached

2. A completed W9 "Request for Taxpayer Identification Number and Certification" form is:
   - [✓] On File  (click to view)  [☐] Attached

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

Name: Read Right Systems  
Street Address/POB: 310 West Birch Street  
City, State, Zip Code: Shelton, WA 98584  
Phone: (360) 427-9440  FAX (360) 427-0177  
Taxpayer ID/SSN:

This agreement will be in effect from: 07/01/07 to 06/30/08

Location(s) of Services: (site) Fair View, Bidwell Junior, and Chico Junior

3. Scope of Work to be performed: (attach separate sheet if necessary)
   Read Right Systems will provide a certified trainer to train CUSD para-professionals and certificated staff in the Read Right process at Chico Junior High, Bidwell Junior High, and Fair View. The training is an intensive 5-week process.

4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant services:
   LEA Plan: Provide additional classes for strategic and intensive intervention for students below grade level in reading/language arts.

5. Funding/Programs Affected: (corresponding to accounts below)
   1) District Title I  
   2)  
   3)  

6. Account(s) to be Charged:
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7. Is there an impact to General Fund, Unrestricted funding? [☐] Yes  [✓] No

8. Payment to Consultant: (for the above services, District will pay Consultant as follows)
   $42,800.00 Per Unit, times 1.00  # Units = $42,800.00  Total for Services

   (Unit: [☐] Per Hour  [☐] Per Day  [☐] Per Activity)

9. Additional Expenses:  
   $     
   $     
   Total for Addit'l Expenses: $0.00  

   $42,800.00 Grand Total

10. Amounts over $5,000 or more require Board Approval: (date to Board) 08/15/07  
    (to be completed by Business Services)

BS-10.doc.01.05r (ma)  2/24/2005
1. The Consultant will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Consultant Agreement. Consultant shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Consultant's employees.

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

3. In the performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.

4. If applicable, the Consultant will certify in writing, using Administration Form #3515.6.1, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.

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

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

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

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

11. AGREED TO AND ACCEPTED:

[Signature of Consultant]

[Print Name]

[Date]

12. RECOMMENDED:

[Signature of Originating Administrator]

[Print Name]

[Date]

13. APPROVED:

[Signature of District Administrator, or Director of Categorical Programs]

[Print Name]

[Date]

14. Authorization for Payment:

(a). CHECK REQUIRED (Invoice to accompany payment request):

[ ] Partial Payment thru: [ ] Full or Final Payment

[Date]

(b). DISPOSITION OF CHECK by Accounts Payable:

(check released upon completion of services)

[ ] Send to Site Administrator: [ ] Mail to Consultant

[Date check required]

(c). $ [ ] (Originating Administrator Signature − Use Blue Ink)

[Amount] [ ] (Date)
TITLE: Notice of Completion – HVAC Replacement/Reroof of Unit H, I at Chico Junior High

Action
Consent __ X __
Information ______

Agenda Item
August 15, 2007
Page 1 of 1

Prepared by: Mary Leary, Director Maintenance & Operations/Transportation

Background Information

This project was on the District’s Deferred Maintenance List. Formal bids for the HVAC Replacement/Reroof of Unit H, I at Chico Junior High School were opened on April 10, 2007. Lowest responsive bidder was United Building Contractors. Project was completed on August 9, 2007.

Educational Implications

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

Fiscal Implications

This project was paid for out of the Deferred Maintenance Fund. No general fund dollars were used.

Additional Information

The filing of Notice of Completion (NOC) begins a thirty-five day lien period during which unpaid subcontractors, suppliers and other vendors can file a mechanics lien. If the NOC is not filed the lien period becomes 90 days.

Recommendation

It is requested that the Board of Education authorize the Director of Fiscal Services to approve and execute the Notice of Completion for the HVAC Replacement/Reroof of Unit H, I at Chico Junior High.
NOTICE OF COMPLETION

1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.

2. The FULL NAME of the OWNER is CHICO UNIFIED SCHOOL DISTRICT.

3. The FULL ADDRESS of the OWNER is 1163 EAST SEVENTH STREET, CHICO, CALIFORNIA, 95928-5999.

4. The NATURE OF THE INTEREST or ESTATE of the undersigned is: IN FEE

5. A work of improvement on the property hereinafter described was COMPLETED on August 9, 2007 and accepted by the Chico Unified School District on August 15, 2007.

6. The work of improvement completed is described as follows: HVAC & REROOFING AT THE CHICO JUNIOR HIGH SCHOOL FOR THE CHICO UNIFIED SCHOOL DISTRICT, CHICO, BUTTE COUNTY, CALIFORNIA.

7. The NAME OF THE ORIGINAL CONTRACTOR for such work of improvement is United Building Contractors, 275 Fairchild Avenue, #106, Chico, CA 95973

8. The street address of said property is:

280 Memorial Way, Chico, CA 95926

9. The property on which said improvement was completed in the CITY OF CHICO, COUNTY OF BUTTE, STATE OF CALIFORNIA, and described as follows:

ASSESSORS PARCEL NUMBERS: 003-177-001 / 003-175-004 / 003-180-014 / 003-180-017

Chico Unified School District

Date: ___________________________ Signature of Owner or agent of owner ___________________________

Scott Jones, Agent

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

Date and Place ___________________________ Scott Jones, Director Fiscal Services
Background Information

This project was on the District’s Deferred Maintenance List. Formal bids for the Reroofing of Building A at Neal Dow Elementary School were opened on May 15, 2007. Lowest responsive bidder was Rick Carpenter Roofing. Project was completed on August 9, 2007.

Educational Implications

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

Fiscal Implications

This project was paid for out of the Deferred Maintenance Fund. No general fund dollars were used.

Additional Information

The filing of Notice of Completion (NOC) begins a thirty-five day lien period during which unpaid subcontractors, suppliers and other vendors can file a mechanics lien. If the NOC is not filed the lien period becomes 90 days.

Recommendation

It is requested that the Board of Education authorize the Director of Fiscal Services to approve and execute the Notice of Completion for the Reroofing of Building A at Neal Dow Elementary School.
NOTICE OF COMPLETION

1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.

2. The FULL NAME of the OWNER is CHICO UNIFIED SCHOOL DISTRICT.

3. The FULL ADDRESS of the OWNER is 1163 EAST SEVENTH STREET, CHICO, CALIFORNIA, 95928-5999.

4. The NATURE OF THE INTEREST or ESTATE of the undersigned is: IN FEE

5. A work of improvement on the property hereinafter described was COMPLETED on August 9, 2007 and accepted by the Chico Unified School District on August 15, 2007.

6. The work of improvement completed is described as follows: REROOF OF BUILDING ‘A’ AT NEAL DOW SCHOOL FOR THE CHICO UNIFIED SCHOOL DISTRICT, CHICO, BUTTE COUNTY, CALIFORNIA.

7. The NAME OF THE ORIGINAL CONTRACTOR for such work of improvement is Rick Carpenter Roofing, 5257 South Libby Road, Paradise, CA 95969.

8. The street address of said property is:

    1420 Neal Dow Avenue, Chico, CA 95926

9. The property on which said improvement was completed in the CITY OF CHICO, COUNTY OF BUTTE, STATE OF CALIFORNIA, and described as follows:

    ASSESSORS PARCEL NUMBERS: 145-150-025 / 045-150-058

    Chico Unified School District

Date: ______________________________ Signature of Owner or agent of owner ______________________________ Scott Jones, Agent

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

Date and Place ______________________________ Scott Jones, Director Fiscal Services
TITLE: Notice of Completion – New HVAC units & Reroof at the Chico Country Day School

Action
Consent X
Information

Agenda Item
August 15, 2007
Page 1 of 1

Prepared by: Mary Leary, Director Maintenance & Operations/Transportation

Background information

This project is on the District’s Deferred Maintenance List. Formal bids for the New HVAC units & Reroof at the Chico Country Day School were opened on April 17, 2007. Lowest responsive bidder was Don Azevedo Construction, Inc. Project was completed on August 9, 2007.

Educational Implications

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

Fiscal Implications

This project was paid for out of the Deferred Maintenance Fund. No general fund dollars were used.

Additional Information

The filing of Notice of Completion (NOC) begins a thirty-five day lien period during which unpaid subcontractors, suppliers and other vendors can file a mechanics lien. If the NOC is not filed the lien period becomes 90 days.

Recommendation

It is requested that the Board of Education authorize the Director of Fiscal Services to approve and execute the Notice of Completion for the New HVAC units & Reroof at the Chico Country Day School.
NOTICE OF COMPLETION

1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.

2. The FULL NAME of the OWNER is CHICO UNIFIED SCHOOL DISTRICT.

3. The FULL ADDRESS of the OWNER is 1163 EAST SEVENTH STREET, CHICO, CALIFORNIA, 95928-5999.

4. The NATURE OF THE INTEREST or ESTATE of the undersigned is: IN FEE

5. A work of improvement on the property hereinafter described was COMPLETED on August 9, 2007 and accepted by the Chico Unified School District on August 15, 2007.

6. The work of improvement completed is described as follows: NEW HVAC AND REROOF OF THE MULTI-PURPOSE BUILDING AT THE CHICO COUNTRY DAY SCHOOL FOR THE CHICO UNIFIED SCHOOL DISTRICT, CHICO, BUTTE COUNTY, CALIFORNIA.

7. The NAME OF THE ORIGINAL CONTRACTOR for such work of improvement is Don Azevedo Construction, Inc., 48 Bellermine Court, Chico, CA 95928.

8. The street address of said property is:

   102 West 11th Street, Chico, CA 95928

9. The property on which said improvement was completed in the CITY OF CHICO, COUNTY OF BUTTE, STATE OF CALIFORNIA, and described as follows:

   ASSESSORS PARCEL NUMBERS: 005-101-008

Chico Unified School District

Date: ____________________ Signature of Owner or agent of owner ____________________

Scott Jones, Agent

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

Date and Place ____________________ Scott Jones, Director Fiscal Services
TITLE: Notice of Completion – HVAC Replacement at the Bidwell Junior High School Library

Action
Consent X
Information

Prepared by: Mary Leary, Director Maintenance & Operations/Transportation

Background Information

This project was on the District’s Deferred Maintenance List. Formal bids for the HVAC Replacement at the Bidwell Junior High School Library will be opened on April 24, 2007. Lowest responsive bidder was Don Azevedo Construction, Inc. Project was completed on August 9, 2007.

Educational Implications

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

Fiscal Implications

This project was paid for out of the Deferred Maintenance Fund. No general fund dollars were used.

Additional Information

The filing of Notice of Completion (NOC) begins a thirty-five day lien period during which unpaid subcontractors, suppliers and other vendors can file a mechanics lien. If the NOC is not filed the lien period becomes 90 days.

Recommendation

It is requested that the Board of Education authorize the Director of Fiscal Services to approve and execute the Notice of Completion for the HVAC Replacement at the Bidwell Junior High School Library.
NOTICE OF COMPLETION

1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.

2. The FULL NAME of the OWNER is CHICO UNIFIED SCHOOL DISTRICT.

3. The FULL ADDRESS of the OWNER is 1163 EAST SEVENTH STREET, CHICO, CALIFORNIA, 95928-5999.

4. The NATURE OF THE INTEREST or ESTATE of the undersigned is: IN FEE

5. A work of improvement on the property hereinafter described was COMPLETED on August 9, 2007 and accepted by the Chico Unified School District on August 15, 2007.

6. The work of improvement completed is described as follows: HVAC REPLACEMENT (LIBRARY) AT THE BIDWELL JUNIOR HIGH SCHOOL FOR THE CHICO UNIFIED SCHOOL DISTRICT, CHICO, BUTTE COUNTY, CALIFORNIA.

7. The NAME OF THE ORIGINAL CONTRACTOR for such work of improvement is Don Azevedo Construction, Inc., 48 Bellermine Court, Chico, CA 95928.

8. The street address of said property is:

   2376 North Avenue, Chico, CA 95926

9. The property on which said improvement was completed in the CITY OF CHICO, COUNTY OF BUTTE, STATE OF CALIFORNIA, and described as follows:

   ASSESSORS PARCEL NUMBERS: 048-081-009 / 048-130-019

   Chico Unified School District

Date: ____________________ Signature of Owner or agent of owner ____________________

Scott Jones, Agent

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

Date and Place ____________________ Scott Jones, Director Fiscal Services
PROPOSED AGENDA ITEM: Nutrition Services Bids

Prepared by: Tanya Harter, Nutrition Specialist

____ X Consent

_____ Information Only

_____ Discussion / Action

Board Date: August 15, 2007

Background Information
Annually the Nutrition Services Department goes out for formal bid on grocery items, milk/dairy and produce.

Educational Implications
For children of CUSD, Nutrition Services provides a nutritious meal that contains one-third of the recommended dietary allowance of necessary nutrients. For parents, the program offers a convenient method of providing nutritionally balanced meals at the lowest possible price. For schools, the program enhances children’s learning abilities by contributing to their physical and mental well being. Studies have shown that children whose nutritional needs are met have fewer attendance and discipline problems and are more attentive in class.

Fiscal Implications
This will be paid for out of the Nutrition Services Budget. No general fund dollars will be used.

Additional Information

Recommendation
Consider approval of granting authorization to the Superintendent/Designee to award bids to the lowest responsive bidders, as follows:
   - Non-Fat Chocolate Milk 1/2 pint 20.91¢
   - 1% White Milk 1/2 pint 21.2¢
   - Non-Fat Chocolate Milk pint 60¢
   - 1% White Milk pint 60¢

2. Recommend approval of the 2007-2008 Produce Bid to ProPacific Fresh, 70 Pepsi Way, Durham, CA 95938.

3. Recommend approval of the 2007-2008 Grocery Bid. The Grocery Bid involves 96 items that are awarded individually by item to the three lowest responsive bidders.
   - SYSCO, Food Services of Sacramento, Inc. 7062 Pacific Avenue, Pleasant Grove, CA 95668
   - The Danielsen Co. 435 Southgate Court, Chico, CA 95928-7435
   - Hayes Distributing Inc. 4945 Industry Way, Benicia, CA 94510.

District Office: _____________________
PROPOSED AGENDA ITEM: Consultant Agreement for Butte County Office of Education

Prepared by: David G. Scott, Director, Student Support Services

☐ Consent
☐ Information Only
☐ Discussion/Action

Board Date: 08/15/07

Background Information

BCOE Sign Language Interpreters hired to interpret for CUSD Hard of Hearing students during athletic events, football and basketball practices, and games.

Education Implications

To meet requirements of students' Individual Education Plan (IEP).

Fiscal Implications

This service is funded through the Special Education budget.

Additional Information

DO Recommendation: [Signature]
CONSULTANT AGREEMENT

1. A completed BS10a. "Certificate of Independent Consultant Agreement" guideline is:
   - [ ] On File (click to view)
   - [ ] Attached

2. A completed W-9 "Request for Taxpayer Identification Number and Certification" form is:
   - [ ] On File (click to view)
   - [ ] Attached

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

Name: Butte County Office of Education
Street Address/POB: 1859 Bird Street
City, State, Zip Code: Oroville, CA 95965
Phone: (530) 532-5792
Taxpayer ID/SSN:
This agreement will be in effect from: 01/01/07 to 06/30/08
Location(s) of Services: Various School Sites

3. Scope of Work to be performed: (attach separate sheet if necessary)
   BCOE Sign Language Interpreters hired to interpret for CUSD Hard of Hearing students during athletic events, football and basketball practices, and games.

4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant services:
   To meet requirements of student's IEP.

5. Funding/Programs Affected: (corresponding to accounts below)
   1) SpEd-DIS Programs
   2) 
   3) 

6. Account(s) to be Charged:

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<td>5800</td>
<td>14</td>
<td></td>
</tr>
</tbody>
</table>

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

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

   $ 8,193.50
   Per Unit, times 175.00 # Units = $ 8,193.50 Total for Services
   (Unit: [ ] Per Hour  [ ] Per Day  [ ] Per Activity)

9. Additional Expenses:

   Mileage $ 414.55
   $ 414.55

   Total for Addit'l Expenses $ 414.55

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

   (to be completed by Business Services)
CONSULTANT TERMS AND CONDITIONS
(Applicable, unless determined to be Contract Employee – See BS10a)

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

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

3. In the performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.

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

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

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

7. Neither party shall assign any part of this Agreement without the written consent of the other party.

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

9. The District will determine whether the Consultant will be paid by vendor check as a Consultant or payroll check as a Contract Employee (with taxes withheld) by reviewing the completed Certificate of Independent Consultant Agreement (a blank sample may be viewed at http://www.chisumisd.org/dep/business/documents/Consultant_Agreement.pdf). IRS publication SW-49 and IRS Ruling 87-41 will assist the District in determining the payment method applied to this Consultant Agreement.

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

(Randy Meeker, Assistant Superintendent)

(Date)

12. RECOMMENDED:

(David G. Scott)

(Date)

13. APPROVED:

(Kelly Sundby)

(Date)

-approved-

14. Authorization for Payment:

CHECK REQUIRED (Invoice to accompany payment request):

☐ Partial Payment thru: __________________________ (Date) 

☐ Full or Final Payment

DISPOSITION OF CHECK by Accounts Payable:

☐ Send to Site Administrator: __________________________ (Date check required)

☐ Mail to Consultant

$ __________________________ (Amount) 

(Original Administrator Signature – Use Blue Ink) (Date)
PROPOSED AGENDA ITEM: Julie Sawley, Consultant for Notre Dame School

☑ Consent
☐ Information Only
☐ Discussion/Action

Board Date: August 15, 2007

Background Information

No Child Left Behind regulation provisions include educational services and programs to private school children, teachers, and other educational personnel should they elect to participate. Services funded under NCLB are designed to be of direct assistance to students and teachers—not the private school. Private schools may choose to participate in the following:

Title I: Improving Academic Achievement of the Disadvantaged
Title II: Highly Qualified Teachers
Title III: Language Instruction for English Learners
Title IV: Safe and Drug Free Schools
Title V: Innovative Programs

The district must consult with representatives from those schools that choose to participate. This consultation consists of designing and implementing programs to support student learning. Notre Dame has requested reading support for those students who qualify for Title I services. This consultant will allow for a mutually agreed upon provider to deliver these services.

Education Implications

The consultant, a trained reading specialist, will provide individual and small group instruction to qualified students. Pre- and post-assessments and ongoing student progress will be documented to monitor student achievement.

Fiscal Implications

There is no cost to the general fund.

Additional Information

N/A

Recommendation

Recommended for approval.
TITLE: Notices of Completion- Sitework and Installation of a Relocatable Restroom for Nord Country School

Action
Consent X
Information

Agenda Item
August 15, 2007

Prepared by: Michael Weissenborn, Facilities Planner/Construction Manager

Background information

At the February 21, 2007 Board of Education meeting, the Board approved the Student Housing Committee Recommendations. One of these recommendations was the placement of a relocatable restroom at Nord Country School. The relocatable toilet building was purchased through Design Mobile Systems Industries, Inc. using the “Piggyback Bid” of Santa Ynez Valley Union High School District. Bids for the sitework and installation of the relocatable restroom were opened on May 3, 2007. The lowest responsive bidder was United Building Contractors. Project was completed on August 10, 2007.

Educational Implications

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

Fiscal Implications

This project was funded by Developer Fees. There was no impact on the General Fund.

Additional Information

The filing of Notice of Completion (NOC) begins a thirty-five day lien period during which unpaid subcontractors, suppliers and other vendors can file a mechanics lien. If the NOC is not filed the lien period becomes 90 days.

Recommendation

It is requested that the Board of Education authorize the Director of Fiscal Services to approve and execute the Notice of Completions for the Sitework and Installation of the Relocatable Restroom at Nord Country School.
NOTICE OF COMPLETION

1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.

2. The FULL NAME of the OWNER is CHICO UNIFIED SCHOOL DISTRICT.

3. The FULL ADDRESS of the OWNER is 1163 EAST SEVENTH STREET, CHICO, CALIFORNIA, 95928-5999.

4. The NATURE OF THE INTEREST or ESTATE of the undersigned is: IN FEE

5. A work of improvement on the property hereinafter described was COMPLETED on August 10, 2007 and accepted by the Chico Unified School District on August 15, 2007.

6. The work of improvement completed is described as follows: RELOCATABLE TOILET BUILDING FOR THE NORD COUNTRY SCHOOL FOR THE CHICO UNIFIED SCHOOL DISTRICT, CHICO, BUTTE COUNTY, CALIFORNIA.

7. The NAME OF THE ORIGINAL CONTRACTOR for such work of improvement is Design Mobile Systems Industries, Inc. 800 South Highway 33, Patterson, CA 95363

8. The street address of said property is:

     5554 California Street, Chico, CA 95973

9. The property on which said improvement was completed in the CITY OF CHICO, COUNTY OF BUTTE, STATE OF CALIFORNIA, and described as follows:

ASSESSORS PARCEL NUMBERS: 047-160-003

Chico Unified School District

Date: __________________________ Signature of Owner or agent of owner: __________________________

Scott Jones, Agent

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

Date and Place __________________________ Scott Jones, Director Fiscal Services
NOTICE OF COMPLETION

1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.

2. The FULL NAME of the OWNER is CHICO UNIFIED SCHOOL DISTRICT.

3. The FULL ADDRESS of the OWNER is 1163 EAST SEVENTH STREET, CHICO, CALIFORNIA, 95928-5999.

4. The NATURE OF THE INTEREST or ESTATE of the undersigned is: IN FEE

5. A work of improvement on the property hereinafter described was COMPLETED on August 10, 2007 and accepted by the Chico Unified School District on August 15, 2007.

6. The work of improvement completed is described as follows: SITE WORK AND INSTALLATION OF THE RELOCATABLE TOILET BUILDING FOR THE NORD COUNTRY SCHOOL FOR THE CHICO UNIFIED SCHOOL DISTRICT, CHICO, BUTTE COUNTY, CALIFORNIA.

7. The NAME OF THE ORIGINAL CONTRACTOR for such work of improvement is United Building Contractors, 275 Fairchild Avenue, #106, Chico, CA 95973

8. The street address of said property is:

5554 California Street, Chico, CA 95973

9. The property on which said improvement was completed in the CITY OF CHICO, COUNTY OF BUTTE, STATE OF CALIFORNIA, and described as follows:

ASSESSORS PARCEL NUMBERS: 047-160-003

Chico Unified School District

Date: __________________________ Signature of Owner or agent of owner: __________________________ Scott Jones, Agent

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

Date and Place: __________________________ Scott Jones, Director Fiscal Services
MEMORANDUM TO: Board of Education  
FROM: Kelly Staley, Interim Superintendent  
SUBJECT: Certificated Human Resources Actions  

<table>
<thead>
<tr>
<th>Name</th>
<th>Assignment</th>
<th>Effective</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>McKay, David</td>
<td>1.0 FTE Coordinator-After School Program</td>
<td>2007/08</td>
<td>Appointment</td>
</tr>
<tr>
<td>Michelony, Suzanne</td>
<td>1.0 FTE Elementary Principal</td>
<td>2007/08</td>
<td>Appointment</td>
</tr>
<tr>
<td>Simmons, Sara</td>
<td>1.0 FTE Director</td>
<td>2007/08</td>
<td>Appointment</td>
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</table>

Temporary Appointment(s) 2007/08 According to Board Policy  

<table>
<thead>
<tr>
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<th>Assignment</th>
<th>Effective</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aguilar, Juan</td>
<td>0.86 FTE Elementary</td>
<td>1st Semester 2007/08</td>
<td>Temporary Appointment</td>
</tr>
<tr>
<td>Ball, Cindy</td>
<td>0.07 FTE Elementary</td>
<td>1st Semester 2007/08</td>
<td>Temporary Appointment</td>
</tr>
<tr>
<td>Black, Ashley</td>
<td>0.8 FTE Secondary</td>
<td>1st Semester 2007/08</td>
<td>Temporary Appointment</td>
</tr>
<tr>
<td>Bochi-Galli, Christine</td>
<td>0.21 FTE Elementary</td>
<td>1st Semester 2007/08</td>
<td>Temporary Appointment</td>
</tr>
<tr>
<td>Bruch, Mary</td>
<td>0.2 FTE Secondary</td>
<td>1st Semester 2007/08</td>
<td>Temporary Appointment</td>
</tr>
<tr>
<td>Burton, Beth</td>
<td>0.2 FTE Secondary</td>
<td>1st Semester 2007/08</td>
<td>Temporary Appointment</td>
</tr>
<tr>
<td>Campfield, L. Brent</td>
<td>1.0 FTE Counselor</td>
<td>1st Semester 2007/08</td>
<td>Temporary Appointment</td>
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<tr>
<td>Chapin, Katherine</td>
<td>0.4 FTE Elementary</td>
<td>1st Semester 2007/08</td>
<td>Temporary Appointment</td>
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<tr>
<td>Correa, Jada</td>
<td>1.0 FTE Counselor</td>
<td>1st Semester 2007/08</td>
<td>Temporary Appointment</td>
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<tr>
<td>Curiel, Daisy</td>
<td>0.21 FTE Elementary</td>
<td>1st Semester 2007/08</td>
<td>Temporary Appointment</td>
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<tr>
<td>De La Torre-Escobedo, Marysol</td>
<td>1.0 FTE Secondary</td>
<td>1st Semester 2007/08</td>
<td>Temporary Appointment</td>
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<tr>
<td>Eller, Alisha</td>
<td>0.4 FTE Secondary</td>
<td>1st Semester 2007/08</td>
<td>Temporary Appointment</td>
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<tr>
<td>Ford, Matthew</td>
<td>0.4 FTE Secondary</td>
<td>1st Semester 2007/08</td>
<td>Temporary Appointment</td>
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<tr>
<td>Foster, Olympia</td>
<td>0.6 FTE Elementary</td>
<td>1st Semester 2007/08</td>
<td>Temporary Appointment</td>
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<tr>
<td>Gilliam, Jon</td>
<td>0.6 FTE Secondary</td>
<td>1st Semester 2007/08</td>
<td>Temporary Appointment</td>
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<tr>
<td>Grant, Allison</td>
<td>0.6 FTE Secondary</td>
<td>1st Semester 2007/08</td>
<td>Temporary Appointment</td>
</tr>
<tr>
<td>Hamilton, Ellen</td>
<td>1.0 FTE Secondary</td>
<td>1st Semester 2007/08</td>
<td>Temporary Appointment</td>
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<tr>
<td>Hopp, Jaime</td>
<td>0.2 FTE Secondary</td>
<td>1st Semester 2007/08</td>
<td>Temporary Appointment</td>
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<tr>
<td>Harris, Caty</td>
<td>0.14 FTE Elementary</td>
<td>1st Semester 2007/08</td>
<td>Temporary Appointment (increase to .71 FTE)</td>
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<tr>
<td>Hass, Judy</td>
<td>0.4 FTE Elementary</td>
<td>1st Semester 2007/08</td>
<td>Temporary Appointment</td>
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<tr>
<td>Hollie, Karin</td>
<td>0.2 FTE Secondary</td>
<td>1st Semester 2007/08</td>
<td>Temporary Appointment</td>
</tr>
<tr>
<td>Huck, Sophy</td>
<td>0.6 FTE Secondary</td>
<td>1st Semester 2007/08</td>
<td>Temporary Appointment</td>
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<tr>
<td>Joiner, Gerald</td>
<td>1.0 FTE Secondary</td>
<td>1st Semester 2007/08</td>
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<tr>
<td>Name</td>
<td>FTE Type</td>
<td>FTE Percentage</td>
<td>Semester</td>
</tr>
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<tr>
<td>Knox, Marlo</td>
<td>0.75 FTE Elementary</td>
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<td>1st Semester 2007/08</td>
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<td>LaFollette, Corrine</td>
<td>0.8 FTE Secondary</td>
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<td>1st Semester 2007/08</td>
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<tr>
<td>LaGrave, Nicole</td>
<td>1.0 FTE Secondary</td>
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<td>1st Semester 2007/08</td>
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<tr>
<td>Lashbrook, Cassandra</td>
<td>1.0 FTE Secondary</td>
<td></td>
<td>1st Semester 2007/08</td>
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<tr>
<td>Laorenco, Vickie</td>
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<td>1st Semester 2007/08</td>
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<td>Matthews, Rebecca</td>
<td>1.0 FTE Secondary</td>
<td></td>
<td>1st Semester 2007/08</td>
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<tr>
<td>Mayr, Martha</td>
<td>1.0 FTE Secondary</td>
<td></td>
<td>1st Semester 2007/08</td>
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<tr>
<td>McMahon, Heather</td>
<td>0.2 FTE Speech Therapist</td>
<td></td>
<td>1st Semester 2007/08</td>
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<td>Myers, Carrie</td>
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<td>1st Semester 2007/08</td>
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<td>Musso, Melissa</td>
<td>1.0 FTE Secondary</td>
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<td>1st Semester 2007/08</td>
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<tr>
<td>O'Laughlin, Paula</td>
<td>1.0 FTE Counselor</td>
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<td>1st Semester 2007/08</td>
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<tr>
<td>Olson, Malina</td>
<td>1.0 FTE Secondary</td>
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<tr>
<td>Presnall, DeAnne</td>
<td>1.0 FTE Elementary</td>
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<td>1st Semester 2007/08</td>
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<tr>
<td>Roberts, Cathleen</td>
<td>1.0 FTE Counselor</td>
<td></td>
<td>1st Semester 2007/08</td>
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<tr>
<td>Sherwin, Rachel</td>
<td>1.0 FTE Secondary</td>
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<td>1st Semester 2007/08</td>
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<tr>
<td>Smyth, M. Lynn</td>
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<td>Vang, Sheng</td>
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<td>1st Semester 2007/08</td>
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<td>von der Mehden, Alan</td>
<td>1.0 FTE Secondary</td>
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<tr>
<td>Whipple, Bonnie</td>
<td>0.57 FTE Elementary</td>
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<td>Xiong, Ja Pao</td>
<td>1.0 FTE Counselor</td>
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<td>1st Semester 2007/08</td>
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<tr>
<td>Zweigle, Sheena</td>
<td>1.0 FTE Secondary</td>
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<td>1st Semester 2007/08</td>
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**Probationary Appointment(s) 2007/08 According to Board Policy**

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<th>Term</th>
<th>Status</th>
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<tbody>
<tr>
<td>Happ, Jaime</td>
<td>0.75 FTE Special Education</td>
<td>2007/08</td>
<td>Appointment</td>
</tr>
<tr>
<td>Salado, Randi</td>
<td>1.0 FTE Secondary</td>
<td>2007/08</td>
<td>Appointment</td>
</tr>
<tr>
<td>Spinelli, Jimette</td>
<td>1.0 FTE Special Education</td>
<td>2007/08</td>
<td>Appointment</td>
</tr>
<tr>
<td>Tellechea, Ulises</td>
<td>1.0 FTE Elementary</td>
<td>2007/08</td>
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</tbody>
</table>

**Full-Time Leave Request(s) for 2007/08**

<table>
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<th>Name</th>
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</thead>
<tbody>
<tr>
<td>Daniels, Lance</td>
<td>1.0 FTE Secondary</td>
<td>2007/08</td>
<td>1.0 FTE Military Leave (Effective 8/1/07 - 1/23/08)</td>
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<tr>
<td>Southam, Kirsten</td>
<td>1.0 Elementary</td>
<td>2007/08</td>
<td>1.0 FTE Leave</td>
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**Part-Time Leave Request(s) for 2007/08**

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<tr>
<th>Name</th>
<th>Type</th>
<th>Term</th>
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<tbody>
<tr>
<td>Allen, Joanna</td>
<td>Psychologist</td>
<td>2007/08</td>
<td>0.15 FTE Leave (work .75 FTE)</td>
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<tr>
<td>Finley, Janet</td>
<td>Elementary</td>
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<td>0.4 FTE Leave</td>
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<tr>
<td>Larson-Cannell, Karen</td>
<td>Secondary</td>
<td>2007/08</td>
<td>0.4 FTE Leave</td>
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</table>

**Rescission/Change Leave Request(s) for 2007/08**

<table>
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<tr>
<th>Name</th>
<th>Type</th>
<th>Term</th>
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</thead>
<tbody>
<tr>
<td>Pronsolino, Cynthia</td>
<td>Elementary</td>
<td>2007/08</td>
<td>Rescind 0.2 FTE Leave Request (Return to full-time)</td>
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<tr>
<td>Name</td>
<td>Date</td>
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<tr>
<td>Deromedi, Eddi</td>
<td>09/05/07</td>
<td>Retirement</td>
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</tbody>
</table>
TITLE: Proposed Agenda Item

Action: ___X___
Consent: ____
Information: ___X___

Prepared by: Cynthia Kampf, Ed.D.

Background Information

This is the fourth year of the elementary 21st Century Community Learning Center After School Program. CARD and the Boys and Girls Club are partners with the Chico Unified School District to implement the federal grant as approved at Chapman, Citrus, McManus, Neal Dow, Parkview and Rosedale Elementary Schools. Additional funding from the state through the After School Education and Safety grant has allowed Chico Unified to double the number of students served in the six after school programs and add up to 40 students from the Academy for Change.

This is the first year of the 21st Century CLC and ASSETS programs at Bidwell Jr. High School, Chico High School, Chico Jr. High School, and Fair View High School.

Educational Implications

The goals of the 21st Century Community Learning Center After School Program are to increase student achievement and to provide a safe and healthy environment conducive to learning.

Fiscal Implications

The grant is funded by federal 21st Century Community Learning Center and state After School Education and Safety funds. There are no general fund expenses.

Recommendation

Recommend approval of the attached consultant agreements with CARD and the Boys and Girls Club.

Codes from Consultant Agreement accounts to charge:

<table>
<thead>
<tr>
<th>Account</th>
<th>Schools</th>
</tr>
</thead>
<tbody>
<tr>
<td>1032</td>
<td>Chapman, Citrus, McManus, and Rosedale</td>
</tr>
<tr>
<td>1034</td>
<td>Neal Dow and Parkview</td>
</tr>
<tr>
<td>1037</td>
<td>Bidwell Jr. and Chico Jr. High Schools</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Account</th>
<th>Schools</th>
</tr>
</thead>
<tbody>
<tr>
<td>1038</td>
<td>AFC</td>
</tr>
<tr>
<td>1039</td>
<td>CHS and FVHS</td>
</tr>
</tbody>
</table>
CONSULTANT AGREEMENT

1. A completed BS10a. “Certificate of Independent Consultant Agreement” guideline is:
   - [✓] On File  (click to view)   - [ ] Attached

2. A completed W-9 “Request for Taxpayer Identification Number and Certification” form is:
   - [✓] On File  (click to view)   - [ ] Attached

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

Name: Boys and Girls Club of Chico
Street Address/POB: 601 Wall Street
City, State, Zip Code: Chico, CA 95926
Phone: (530) 899-0335
Taxpayer ID/SSN:  
This agreement will be in effect from: 05/17/07 to 06/30/07
Location(s) of Services: (site) Boys and Girls Club of Chico

3. Scope of Work to be performed: (attach separate sheet if necessary)
Subject to the availability of resources, the Boys and Girls Club will provide an after school program
consisting of educational, recreational and enrichment activities for Chico Unified 21st Century Community
Learning Center schools. Expenses incurred by mutual agreement will be paid after receipt of itemized bills.

4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant services:
   - Increase student achievement in reading, language arts, and mathematics.
   - Provide a safe and healthy environment conducive to learning.

5. Funding/Programs Affected: (corresponding to accounts below):
   1) 21st Century Community Learning Center After School Program
   2) 
   3) 
   4) 6% 01-4124-0-1038-1000-. . .-674
   5) 20% 01-4124-0-1039-1000-. . .-674

6. Account(s) to be Charged:

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<th>Pct (%)</th>
<th>Fund</th>
<th>Resource</th>
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</table>

4) and 5) See above
7. Is there an impact to General Fund, Unrestricted funding?
   - [ ] Yes   - [✓] No

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

| $ 378,675.00 Per Unit, times 1.00 # Units = $ 378,675.00 Total for Services
Unit: [✓] Per Year [ ] Per Day [ ] Per Activity

9. Additional Expenses:
   - Reimbursement based on:
     - $ 
     - $ Total for Addit’l Expenses 0.00
   - Elem. and middle school students = $6.375/day
   - High school students = $8.50 per day

   $ 378,675.00 Grand Total

10. Amounts of $5,001.00 or more require Board Approval: (date to Board)
    (to be completed by Business Services)
CONSULTANT TERMS AND CONDITIONS
(Applicable, unless determined to be Contract Employee – See BS10a)

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

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

3. In the performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.

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

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

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

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

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

11. AGREED TO AND ACCEPTED:

Maureen Pierce, Executive Director
(Print Name)

8/7/07
(Date)

12. RECOMMENDED:

Cynthia Kampf, Ed.D., Director
(Print Name)

8/7/07
(Date)

13. APPROVED:

Kelly Staley, Interim Superintendent
(Print Name)

8/9/07
(Date)

14. Authorization for Payment:

(a). CHECK REQUIRED (Invoice to accompany payment request):

☐ Partial Payment thru: __________________________
(Date)

☐ Full or Final Payment

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

☐ Send to Site Administrator:
(Date check required)

☐ Mail to Consultant

(c).

$ ______________________
(Amount)

(Originating Administrator Signature – Use Blue Ink)

8/9/07
(Date)
CONSULTANT AGREEMENT

1. A completed BS10a. “Certificate of Independent Consultant Agreement” guideline is:
   ✓ On File  (click to view)  □ Attached

2. A completed W9 "Request for Taxpayer Identification Number and Certification" form is:
   ✓ On File  (click to view)  □ Attached

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

Name: Chico Area Recreation and Park District
Street Address/POB: 545 Vallombrosa Avenue
City, State, Zip Code: Chico, CA 95926
Phone: (530) 895-4711
Taxpayer ID/SSN: This agreement will be in effect from: 08/15/07 to 06/30/08
Location(s) of Services: (site) Chapman, Citrus, McManus, Neal Dow, Parkview and Rosedale Elem. Schools

3. Scope of Work to be performed: (attach separate sheet if necessary)
   Subject to the availability of resources, CARD will provide trained and supervised recreation leaders, snack, supplies, equipment, and field trip expenses for the 21st Century After School Programs for 210 days per school year. Administrative costs will not exceed 10%.

4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant services:
   Increase student achievement in reading, language arts, and mathematics.
   Provide a safe and healthy environment conducive to learning.

5. Funding/Programs Affected: (corresponding to accounts below)
   1) 21st Century Community Learning Center After School Program - Chapman, Citrus, McManus, and Rosedale
   2) 21st Century Community Learning Center After School Program - Neal Dow and Parkview
   3) After School Education and Safety program at the same six schools

6. Account(s) to be Charged:

<table>
<thead>
<tr>
<th>Pct (%)</th>
<th>Fund</th>
<th>Resource</th>
<th>Proj/Yr</th>
<th>Goal</th>
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</tbody>
</table>

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

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

   $475,000.00  Per Unit, times 1.00  # Units = $475,000.00  Total for Services
   (Unit: □ Per Hour  □ Per Day  ✓ Per Activity)

9. Additional Expenses:
   This consultant agreement is based on $210 work days including summer school.
   $  $  $  Total for Additional Expenses
   0.00

   $475,000.00  Grand Total

10. Amounts of $1,001.00 or more require Board Approval: (date to Board)

   (to be completed by Business Services)
CONSULTANT TERMS AND CONDITIONS
(Applicable, unless determined to be Contract Employee – See BS10a)

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

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

3. In the performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.

4. If applicable, the Consultant will certify in writing, using Administration Form #3515.6.1, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.

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

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

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

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

11. AGREED TO AND ACCEPTED:

[Signature of Consultant]

Steve Visconti, General Manager
(Print Name)

8/8/2007
(Date)

12. RECOMMENDED:

[Cynthia A. Kampf]

(Signature of Deriving Administrator)

Cynthia Kampf, Ed.D., Director
(Print Name)

8/8/07
(Date)

13. APPROVED:

[Kelly Stailey]

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

Kelly Stailey, Interim Superintendent
(Print Name)

9-9-07
(Date)

☑ Consultant
☐ Contract Employee

[Signature of Asst. Sup. – Business Services]

Scott Jones
(Print Name)

8/9/07
(Date)

14. Authorization for Payment:

(a). CHECK REQUIRED (Invoice to accompany payment request):

☐ Partial Payment thru: ________________________________

☐ Full or Final Payment

(b). DISPOSITION OF CHECK by Accounts Payable:

☐ Send to Site Administrator:

☐ Mail to Consultant

(Date check required)

(c). $ __________________________

[Amount]

-Originating Administrator Signature – Use Blue Ink

(Date)
TITLE: Proposed Agenda Item

Action: ___X___
Consent: ___X___
Information: ___X___

Prepared by: Cynthia Kampf, Ed.D.

Background Information

This is the fourth year of the elementary 21st Century Community Learning Center After School Program. Creative School Resources and Research provides evaluation services to meet both federal and state evaluation requirements. They will also work with our new secondary programs to provide technical assistance and evaluation services.

Educational Implications

The goals of the 21st Century Community Learning Center After School Program are to increase student achievement and to provide a safe and health environment conducive to learning. The evaluator helps us determine if our goals are met.

Fiscal Implications

The grant is funded by federal 21st Century Community Learning Center funds.

Recommendation

I recommend approval of the attached consultant agreements Creative School Resources and Research.
CONSULTANT AGREEMENT

1. A completed BS10a. "Certificate of Independent Consultant Agreement" guideline is:
   - [ ] On File (click to view)   - [ ] Attached

2. A completed W9 "Request for Taxpayer Identification Number and Certification" form is:
   - [ ] On File (click to view)   - [ ] Attached

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

Creative School Resources & Research

Name: 
Street Address/POB: 520 Cottonwood Street, Suite 5
City, State, Zip Code: Woodland, CA 95695
Phone: 530.669.3601 Fax 530.669.3633
Taxpayer ID/SSN: 

This agreement will be in effect from: 08/01/07 to 06/30/08

Location(s) of Services: (site) Chico Unified School District and Creative School Resources & Research

3. Scope of Work to be performed: (attach separate sheet if necessary)
   Annual Evaluation - Development of evaluation management and data collection plan; technical assistance for monthly review and annual performance report; attendance at monthly collaborative planning meetings; develop, write, and submit annual reports for 21st Century programs.

4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant services:
   Increased student achievement in core subjects.
   (NOTE: 1032 = Chapman, Citrus, McManus and Rosedale; 1034 = Neal Dow and Parkview; 1037 = Bidwell and Chico Jr. High Schools; 1039 = Chico High and Fair View High Schools)

5. Funding/Programs Affected: (corresponding to accounts below)
   1) 21st Century Community Learning Center After School Programs
   2) 
   3) 

6. Account(s) to be Charged:
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<th>Pct (%)</th>
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<td>5800</td>
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</tr>
</tbody>
</table>

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

8. Payment to Consultant: (for the above services, District will pay Consultant as follows)
   
   $66,000.00 Per Unit, times 1.00 
   # Units = $66,000.00 Total for Services
   (Unit: [ ] Per Hour [X] Per Day [ ] Per Activity)

9. Additional Expenses:
   - $5,000 each for 6 elementary schools $
   - $8,000 each for 2 junior high schools $
   - $10,000 each for 2 high schools $
   Total for Addit'l Expenses 0.00

   $66,000.00 Grand Total

10. Amounts of $5,001.00 or more require Board Approval: (date to Board)
    (to be completed by Business Services)
CONSULTANT TERMS AND CONDITIONS
(Applicable, unless determined to be Contract Employee – See BS10a)

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

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

Veronica Robbins
(Signature of Consultant)

8/1/07
(Date)

(Check Name)

12. RECOMMENDED:

Cynthia Kampf
(Signature of Originating Administrator)

8/8/07
(Date)

13. APPROVED:

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

Consultant

8-9-07

Contract Employee

(Approved)

Scott Jones
(Signature of Asst. Suppl. – Business Services)

8/7/07

(Date)

14. Authorization for Payment:

CHECK REQUIRED (Invoice to accompany payment request): $ [ ] Partial Payment thru: [ ] Full or Final Payment (Date)

DISPOSITION OF CHECK by Accounts Payable:
(check released upon completion of services)
[ ] Send to Site Administrator: (Date check required)
[ ] Mail to Consultant

(Originating Administrator Signature – Use Blue Ink) (Date)
California Testing and Accountability Calendar

August 15  STAR 2007 Test Results released to the public. The California Department of Education web site will be available at approximately 9 a.m. just prior to Superintendent O'Connell's press conference.


August 2007  California High School Exit Exam results released for 2006-07

November 2007  Physical Fitness Test Results released for Grades 5, 7 and 9

March 2008  2007 Base Academic Performance Index (API) Reports released. This includes the Statewide and Similar Schools Rankings for each of our Chico Unified schools.

June 2008  California English Language Development Test results released for Fall 2007 testing

Chico Unified School District contact:
Dr. Cynthia Kampf
(530) 891-3000 Ext. 170
ckmpf@chicousd.org

California Department of Education website: www.cde.ca.gov
PROPOSED AGENDA ITEM: TAX AND REVENUE ANTICIPATION NOTES (TRANS)

Prepared by: Scott Jones, Director-Fiscal Services

_____ Consent

_____ Information Only Board Date: August 15, 2007

___ X ___ Discussion / Action

Background Information
TRANS (Tax and Revenue Anticipation Notes) are short-term (15 months) borrowing instruments. The purpose of the short-term borrowing is to have a pool of funds available to partially mitigate negative cash positions that might occur during the fiscal year.

Educational Implications
N/A

Fiscal Implications
Current IRS regulations allow a small debt issuer to keep arbitrage on a TRANS issuance. Arbitrage results when the cost of issuance and bondholder interest expense is less than the interest income earned while the TRANS principle is invested.

Additional Information
In Butte County, TRANS funds are invested with the County Treasurer. CUSD will be participating in a County-wide TRANS pool, which includes the Butte County Office of Education and Paradise Unified. Pooling a TRANS issuance effectively reduces the issuance costs for each participant.

Recommendation

Recommend approval of the 2007/2008 TRANS.
RESOLUTION NO. 991-07

RESOLUTION OF THE BOARD OF EDUCATION OF
THE CHICO UNIFIED SCHOOL DISTRICT
AUTHORIZING BORROWING

WHEREAS, pursuant to Sections 53850, et seq., of the Government Code of the State of California (the "Act") contained in Article 7.6 thereof, entitled "Temporary Borrowing," on or after the first day of any fiscal year (being July 1), the Chico Unified School District (the "District") may borrow money by issuing notes for any purpose for which the District is authorized to expend moneys, including, but not limited to, current expenses, capital expenditures, and the discharge of any obligation or indebtedness of the District; and

WHEREAS, this Board of Education (the "District Board"), being the governing board of the District, hereby requests a loan of not to exceed Ten Million Thousand Dollars ($10,000,000.00) at an interest rate not to exceed six percent (6%) per annum (the "Loan") through the issue by the Board of Supervisors of the County of Butte (the "County") of 2007-2008 Tax and Revenue Anticipation Note (the "TRANs") on behalf of the Butte County Office of Education (the "Office"), and to evidence such loan by execution of its note (the "Note"); and

WHEREAS, such Note is payable not later than fifteen months after the date of issue, and such Note shall be payable only from revenue received or accrued during the fiscal year 2007-2008 in which issued; and

WHEREAS, pursuant to Section 53856 of the Act, the District may pledge any taxes, income, revenue, cash receipts, or other moneys deposited in inactive or term deposits (but excepting certain moneys encumbered for a special purpose) and this Resolution specifies that certain unrestricted revenues which will be received by the District for the General Fund of the District during or allocable to fiscal year 2007-2008 are pledged for the payment of the Note; and

WHEREAS, the Note shall be a general obligation of the District, and to the extent not paid from the taxes, income, revenue, cash receipts, and other moneys of the District pledged for the payment thereof shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as required by Section 53857 of the Act; and

WHEREAS, the Note shall be issued on a date to be determined; and shall be in the form and executed in the manner prescribed in this Resolution, as required by Section 53853 of the Act; and

WHEREAS, the District Board has found and determined that said $10,000,000 maximum principal amount of Note, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from state and federal governments), cash receipts and other moneys of the District which will be available for the payment of the Note and interest thereon, as required by Section 53858 of the Act; and
WHEREAS, The District Board has found and determined that the Note will not be issued to finance a working capital reserve and will be expended within the time period required as provided in the Income Tax Regulations of the United States Treasury; and

NOW, THEREFORE, the Board of Education of the Chico Unified School District hereby resolves as follows:

Section 1. Findings. All of the above recitals are true and correct and the District Board so finds and determines.

Section 2. Authorization of Issuance of Note; Terms Thereof; Paying Agent. The District Board hereby authorizes the borrowing from the Office of an amount not to exceed $10,000,000.00 principal amount and the issuance of a Note under Sections 53850, et seg., of the Act, to be dated the date of delivery thereof; to mature (without option of prior redemption) and to bear interest at the rate or rates as determined in accordance with the Issuance Resolution (defined below). Subject to Section 3 hereof, both the principal of and interest on the Note shall be payable in lawful money of the United States of America at the principal office of the Butte County Treasurer/Tax Collector, Oroville, California, which is hereby designated by this Board as the paying agent for the Note (the “Paying Agent”).

Section 3. Form of Note. The Note shall be substantially in the form and substance set forth in Exhibit A attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures.

Section 4. Deposit of Loan Proceeds; No Arbitrage. The moneys so borrowed shall be initially deposited in the Treasury of the County in a proceeds fund to the credit of the Butte County Office of Education and subsequently credited to the general fund of the District concurrently with the delivery of the District Note. Such funds are to be withdrawn, used or expended by the District for any purpose for which it is authorized to invest or expend funds from the general fund of the District, including, but not limited to current expenses, capital expenditures or the discharge of any obligation of indebtedness of the District. Until used or expended, the moneys may be invested in investment securities by the County Treasurer directly, or through an investment agreement, in investments as permitted by applicable California law, and meeting Standard and Poor’s Ratings Services criteria for investments, or other investments approved by Standard and Poor’s Rating Services including, but not limited to, investment in the Local Agency Investment Fund maintained by the Treasurer of the State of California. The District hereby covenants that it will make no use of the proceeds of the Note that would cause the Note to be “arbitrage bonds” under Section 148 of the Code; and, to that end, so long as the Note is outstanding, the District, and all of its officers having custody or control of such proceeds, shall comply with all requirements of (a) said section, including restrictions on the use and investment of proceeds of the Note and the rebate of a portion of investment earnings on certain amounts, including proceeds of the Note, if required, to the Federal government, and (b) of the Income Tax Regulations of the United States Treasury promulgated thereunder or any predecessor provisions, to the extent that such regulations are, at the time, applicable and in effect, so that the Note will not be “arbitrage bonds.”
Section 5. Payment of Note.

(A) Source of Payment. The principal amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts, and other moneys which are received by the District during fiscal year 2007-2008 and which are available therefor. The Note shall be a general obligation of the District, and, to the extent the Note is not paid from the Pledged Revenues defined below, the Note shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as provided herein and by law.

(B) Pledged Revenues. As security for the payment of the principal of and interest on the Note, the District hereby pledges an amount equal to the principal amount of the Note from the unrestricted revenues received by the District in the months designated as deposit dates by the Butte County Superintendent of Schools (the “Superintendent”) as provided in the resolution authorizing the issuance of the TRANS (the “Issuance Resolution”), plus an amount sufficient to pay interest on the Note, from unrestricted revenues received by the Superintendent (such pledged amounts being hereinafter called the “Pledged Revenues”). The term “unrestricted revenues” shall mean taxes, income, revenue, cash receipts, and other money of the District as provided in Section 53856 of the Act, which are intended as receipts for the general fund of the District and which are generally available for the payment of current expenses and other obligations of the District.

The principal of the Note and the interest thereon shall be a first lien and charge against and shall be payable from the first moneys received by the District from such Pledged Revenues, as provided by law.

In the event that there are insufficient unrestricted revenues received by the District to permit the deposit with the County Treasurer of the full amount of Pledged Revenues to be deposited from unrestricted revenues in a month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the repayment of the Note and the interest thereon.

(C) Covenant Regarding Additional Short-Term Borrowing. The District hereby covenants and warrants that it will not request the County Treasurer/Tax Collector (in such capacity, the “County Treasurer”) to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during the 2007-2008 fiscal year pursuant to the authority of Article XVI, Section 6, of the Constitution of the State of California or any other legal authority.

(D) Deposit of Pledged Revenues in Repayment Fund. The District shall deposit Pledged Revenues in the County treasury in a special fund designated as the “Chico Unified School District 2007-2008 Tax and Revenue Anticipation Note Repayment Fund,” (herein called the “Repayment Fund”) established pursuant to the established pursuant to the resolution of the County Board authorizing the issuance of the TRANs (the “Issuance Resolution”) and applied as directed in the Issuance Resolution. Any moneys placed in the Repayment Fund shall be for the benefit of the holders of the Note, and until the Note and all interest thereon are paid or until provision has been made for the payment of the Note at maturity with interest to maturity, the
moneys in the Repayment Fund shall be applied only for the purposes for which the Repayment Fund is created.

(E) **Disbursement of Moneys Deposited with Treasurer.** From the date this Resolution takes effect, all Pledged Revenues shall, when received, be deposited in the Repayment Fund to be held, invested and accounted for as provided herein. After such date as the amount of Pledged Revenues deposited in the Repayment Fund shall be sufficient to pay in full the principal of and interest on the Promissory Note, when due, any moneys in excess of such amount remaining in or accruing to the Repayment Fund shall be transferred to the General Fund of the District upon the request of the District. On the maturity date of the Promissory Note, the moneys in the Repayment Fund shall be used, to the extent necessary, to pay the principal of and interest on the Promissory Note. In accordance with Government Code Section 53857, the District shall make up any deficiency from any other money of the District lawfully available for the payment of the Promissory Note and the interest thereon.

**Section 6. Execution of Note.** The Treasurer, or designated deputy thereof, is hereby authorized to sign the Note manually or by facsimile signature; the Clerk of the District Board (the “Clerk”) to countersign the Note manually or by facsimile signature; and said officers to cause the blank spaces thereof to be filled in as may be appropriate.

**Section 7. General.** All actions heretofore taken by the officers and agents of the District Board with respect to the Note are hereby approved, confirmed and ratified, and the officers of the District Board are hereby authorized and directed to do any and all things and take any and all actions which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Note in accordance with this Resolution.

**Section 8. Further Actions Authorized.** It is hereby covenanted that the District Board, and its appropriate officials, have duly taken all proceedings necessary to be taken by them, and will take any additional proceedings necessary to be taken by them, for the levy, collection and enforcement of the secured property taxes pledged under this Resolution in accordance with the law and for carrying out the provisions of this Resolution and the Issuance Resolution.

**Section 9. Covenants.** The District Board and its officers, agents and employees hereby covenant to comply with the liens of this Resolution and the Issuance Resolution.

**Section 10. Transmittal of Resolution.** The Clerk is hereby directed to send a certified copy of this Resolution to the County Board, the Treasurer and the County Superintendent of Schools.
PASSED AND ADOPTED by the Board of Education of the Chico Unified School District this 15th day of August, 2007, by the following vote:

AYES:

NOES:

ABSENT:

______________________________
President, Board of Education
Chico Unified School District

Attest:

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

[ATTACH SPECIMEN NOTE OF CHICO USD]
CHICO UNIFIED SCHOOL DISTRICT  
(BUTTE COUNTY, CALIFORNIA)  
2007-2008 TAX AND REVENUE ANTICIPATION NOTE

Date: ____________, 2007  $ ____________

FOR VALUE RECEIVED, CHICO UNIFIED SCHOOL DISTRICT, Butte County, State of California (the “District”) acknowledges itself indebted, and promises to pay, to the Butte County Board of Education (the “BCBOE”), at the Office of the Treasurer and Tax Collector of the County of Butte, the principal sum of

_____________________________ DOLLARS

In lawful money of the United States of America, on ____________, 2007 together with interest thereon at the rate of

_________ PERCENT (._._%) per annum, in like lawful money of the United States of America from the date hereof until payment in full of said principal sum.

It is hereby certified, recited and declared that this Note is made, executed and given pursuant to the provisions of a resolution of the Board of Supervisors (the “Board”) of Butte County (the “County”) duly passed and adopted on August 28, 2007, and a resolution of the District duly passed and adopted on August 15, 2007 under and by authority of Article 7.6 (commencing with section 53850) of Chapter 4, Part 1, Division 2, Title 5, of the California Government Code, and that all conditions, things and acts required to exist, happen and be performed precedent to and in the issuance of this Note exist, have happened and have been performed in regular and due time, form and manner as required by law, and that this Note, together with all other indebtedness and obligations of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

The principal amount of the Notes, together with the interest thereon, shall be payable only from taxes, revenue and other moneys that are received by the District during fiscal year 2007-2008. As security for the payment of the principal of and interest on the Notes, the District has pledged the first “unrestricted revenues”, as hereinafter defined, (a) in an amount equal to twenty-five percent (25%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month of ____________, 2008, (b) in an amount equal to twenty-five percent (25%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month of ____________, 2008, (c) in an amount equal to twenty-five percent (25%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month of ____________, 2008, and (d) in an amount equal to twenty-five percent (25%) of the principal amount of the Notes, plus an amount sufficient to pay interest on the Notes, from unrestricted revenues received by the District in the month of ____________, 2008, (such pledged amounts being hereinafter called the “Pledged District Revenues”); and the principal of the Notes and the interest thereon shall constitute a first lien and charge against and shall be payable from the first money received by the District from such Pledged District Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor. The term
SPECIMEN NOTE

“unrestricted revenues” shall mean taxes, income, revenue and other moneys intended as receipts for the general fund of the Office and which are generally available for the payment of current expenses and other obligations of the Office.

IN WITNESS WHEREOF, the Board of Supervisors of Butte County, California has caused this Note to be issued in the name of the County and to be executed by the manual or facsimile signature of the Treasurer-Tax Collector and countersigned by the manual or facsimile signature of the Clerk of the Board, all as of the Issue Date stated above.

COUNTY OF BUTTE COUNTY

By ____________________________
Linda Barnes, Ass’t. Treasurer-Tax Collector

Countersigned:

______________________________
Clerk of the Board of Supervisors
SECRETARY’S CERTIFICATE

Certified Copy of Resolution
Adopted on August 15th, 2007

I, Kelly Staley, hereby certify that I am the Superintendent and Secretary of the Board of Education of the Chico Unified School District (the “District”), school district organized and existing under and by virtue of the Constitution and laws of the State of California and that as such I am authorized to execute this Certificate on behalf of the District.

I hereby further certify that attached hereto is a complete copy of a resolution which was duly adopted by the Board of Education of the District at a meeting thereof which was duly called and held on August 15th, 2007, and at such meeting a quorum was present and acting throughout, and that said resolution has not been amended, modified or rescinded since the date of adoption and is now in full force and effect.

Dated: [closing date], 2007.                              CHICO UNIFIED SCHOOL DISTRICT

By: ____________________________

Kelly Staley, Superintendent
PROPOSED AGENDA ITEM: Resolution # 992-07 Early Retirement Option for CSEA Employees per Government Code 20904 – Extension of window period

Prepared by: Bob Feaster, Assistant Superintendent, Human Resources

☐ Consent
☐ Information Only
☒ Discussion/Action

Board Date: August 15, 2007

Background Information:

Per the Collective Bargaining Agreement between the District and CSEA, Chapter #110, we are required to offer an early retirement option to eligible members provided that we meet the requirements of Government Code 20904. A resolution (987-07) was passed by the CUSD Board of Education on May 16, 2007 to permit such for this year. The window period on that resolution was from June 15, 2007 through October 15, 2007. CSEA, Chapter 110 has requested that the window period be extended.

Educational Implications:

None.

Fiscal Implications:

The golden handshake itself offers a cost savings to the District. The extension should have no negative impacts to the District.

Recommendation:

Approval of the resolution so to extend the window period for CSEA members to retire under the golden handshake per the resolution. This is subject to approval of the BCOE Board.

Bob Feaster
Assistant Superintendent
Human Resources
CHICO UNIFIED SCHOOL DISTRICT  
1163 E. 7th Street  
Chico, CA 95928

RESOLUTION 992-07

RESOLUTION TO GRANT A DESIGNATED PERIOD FOR TWO YEARS ADDITIONAL SERVICES CREDIT

WHEREAS, CSEA, Chapter 110, has requested an extension of the established window for the designated period for retirement afforded in Resolution #987-07;

WHEREAS, the Board of Education of the Chico Unified School District participates in the Public Employees’ Retirement System; and

WHEREAS, said Board of Education desires to provide a designated period for Two Years Additional Service Credit (Section 20904) for eligible Chico Unified School District employees;

NOW, THEREFORE, BE IT RESOLVED that said Board of Education does seek to add a designated period and does hereby authorize this Resolution, indicating a desire to establish a designated period from June 15, 2007, through October 31, 2007, for eligible Chico Unified School District employees.

PASSED and ADOPTED at a regular meeting of the Governing Board of the Chico Unified School District of Butte County on August 15, 2007.

AYES:  
NOES:
ABSENT:
ABSTAIN:

__________________________________________  ____________________________________________
Rick Rees, President                        Jann Reed, Vice President

__________________________________________  ____________________________________________
Dr. Kathleen Kaiser, Clerk                   Rick Anderson, Member

__________________________________________
Dr. Andrea Lerner Thompson

CERTIFICATION OF GOVERNING BODY’S ACTION

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Board of Education of the Chico Unified School District on August 15, 2007.

__________________________________________
Kelly Staley, Interim Superintendent
TITLE: Approval of a subsequent Variable Term Waiver Request for an Early Childhood Special Education Certificate for Certificated Special Education Employee Jeana Morrison

Action: ☒ Consent: ☐ Information: ☐

Agenda Item: August 15, 2007
Page 1

Prepared by: Bob Feaster, Assistant Superintendent-Human Resources

Background Information
Request approval of a subsequent Variable Term Waiver Request for an Early Childhood Special Education Certificate to cover the assignment of a Certificated employee (Jeana Morrison) in the position of SDC-SH Preschool teacher for the 2007/08 school year.

Educational Implications
Approval of this subsequent Variable Term Waiver Request will allow Ms. Morrison to teach while completing requirements for the Certificate.

Fiscal Implications
None

Additional Information

Recommendation
It is recommended that the Board of Education approve the subsequent Variable Term Waiver Request for Jeana Morrison.
VARIABLE TERM WAIVER REQUEST

Requests must be prepared by the employing agency, not the applicant. All materials must be clear enough to photocopy.

1. EMPLOYING AGENCY (include mailing address)  
Chico Unified School District  
1163 East 7th Street  
Chico, CA 95928  

☐ NPS/NPA (list county code ____ )  

<table>
<thead>
<tr>
<th>County/District</th>
<th>Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDS Code</td>
<td>Julie Meriwether/Cert HR</td>
</tr>
<tr>
<td>04/61424</td>
<td>Telephone #: 530 891-3000, X141</td>
</tr>
<tr>
<td></td>
<td>PAX #: 530-891-3211</td>
</tr>
<tr>
<td></td>
<td>E-Mail: <a href="mailto:jmeriwet@chicousd.org">jmeriwet@chicousd.org</a></td>
</tr>
</tbody>
</table>

2. APPLICANT FOR THE WAIVER  

Social Security Number  

If fingerprint clearance is not on file at CCTC, include an application (form 41-4) for a Certificate of Clearance. If needed, a review by the Division of Professional Practices will be concluded before a waiver approval letter will be issued.

Full Legal Name  

Morrison, Joanna L.  

Former Name(s) __________________________ Birth Date __________________________

Applicant's Mailing Address __________________________

Credential Needed for Waiver  

Early Childhood Special Education Certificate  (Specific title and subject area of the credential that authorizes the assignment. Note that the subject must be one that is available under current regulations.)

Assignment  

SDC-SH Preschool Teacher  

Specific position and grade level (e.g. chemistry teacher, grades 11-12)  

For bilingual assignment list LANGUAGE:

Is this a full time position?  

Yes ☒  No ☐

If not, indicate how many periods a day the individual will be teaching the waiver assignment(s)

Is this a subsequent Waiver? (See #9 for additional information)  

Yes ☒  No ☐

3. EDUCATION CODE OR TITLE 5 SECTION TO BE WAIVED  

Specific section(s) covering the assignment: 44270

4. EFFECTIVE DATES  

07 / 01 / 07 to 06 / 30 / 08

Waivers are dated effective the beginning date of service. Provide the ending date of your school term, track or year below. A justification MUST be included if the expiration date extends beyond the term, track or year.

Ending date of school term, track, or year: 06 / 30 / 08
5. STATEWIDE HIGH INCIDENCE AREA WAIVER REQUESTS:
   a. INDICATE THE HIGH INCIDENCE AREA FOR THE ASSIGNMENT
      ☒ Special Education
      ☐ Clinical or Rehabilitative Services
      ☐ Driver Education and Training
      ☐ 30-Day Substitute
   b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION
      No copies are necessary if this is a recognized high incidence area.
      ☐ Advertised in local/national newspapers
      ☐ Advertised in professional journals
      ☐ Attended job fairs in California
      ☐ Attended recruitment out-of-state
      ☐ Contacted IHE placement centers
      ☐ Distributed job announcements
      ☐ Internet
      ☒ Other  Continuing Position
   c. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE
      Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.
6. NON STATEWIDE LOW INCIDENCE AREA WAIVER REQUESTS:

a. INDICATE THE LOW INCIDENCE AREA FOR THE ASSIGNMENT

☐ Administrative Services
☐ Single Subject Teaching (all subject areas)
☐ Designated Subjects – except driver education and training
☐ Library Media Services
☐ Multiple Subject Teaching
☐ Pupil Personnel Services: Counseling, Psychology, Social Work
☐ Reading Specialist/Certificate
☐ Teacher of English Learner Students

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

Copies of announcements, advertisements, web site registration, etc. must be attached.

The employer must verify all of the following:

☐ Distributed job announcements
☐ Contacted IHE placement centers
☐ Internet (www.edjoin.org)

Optional recruitment methods:

☐ Advertised in local/national newspaper
☐ Attended job fairs in California
☐ Attended recruitment out of state
☐ Advertised in professional journals
☐ Other __________________________

c. PROVIDE DETAILED INFORMATION ABOUT THE RESULTS OF RECRUITMENT EFFORTS. BE SURE TO ANSWER EACH OF THE FOLLOWING QUESTIONS:

How many individuals credentialed in the authorization of the waiver request applied for the position? _________

How many credentialed in the authorization of the waiver request were interviewed? _________

What were the results of those interviews? (Please indicate answers in numbers)

☐ Applicant(s) withdrew
☐ Candidate(s) declined job offer
☐ Candidate(s) found unsuitable for the assignment

d. PROVIDE THE SPECIFIC EMPLOYMENT CRITERIA FOR THE POSITION

What special skills and knowledge are needed to successfully perform in this position? These should also be described in your recruitment advertisements and announcements.
e. **IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE**

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

7. **REQUIREMENTS AND TARGET COMPLETION DATES FOR REACHING CREDENTIAL GOAL.**

List the requirements that the applicant must complete to be eligible for the document named above as the credential goal and a target date by which he or she plans to complete those requirements.

<table>
<thead>
<tr>
<th>PROGRAM, COURSE, EXAMINATION, EXPERIENCE</th>
<th>TARGET COMPLETION DATE</th>
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</thead>
<tbody>
<tr>
<td>Level II Coursework along with Early Childhood Special</td>
<td>August 2008</td>
</tr>
<tr>
<td>Education Coursework</td>
<td></td>
</tr>
</tbody>
</table>

8. **LIST THE NAME AND POSITION OF THE PERSON ASSIGNED TO PROVIDE SUPPORT AND ASSISTANCE TO THE APPLICANT DURING THE TERM OF THIS WAIVER**

By assigning this individual, the employing agency makes a commitment to support and assist the applicant, as feasible, in completing the requirement(s) listed above.

Name ____________________________ Position ____________________________

Jeaner Kassel SDC-SH Class Teacher

9. **SUBSEQUENT WAIVER REQUESTS**

Attached is a copy of a personnel evaluation that verifies the applicant served satisfactorily in the position authorized by the previous waiver.

10. **IS THIS EMPLOYING AGENCY GEOGRAPHICALLY ISOLATED?**

Would the applicant have to travel more than 1 1/2 hours one-way to attend an institution with an approved program to meet the credential goal?

- [ ] Yes  - [x] No  - [ ] Not applicable (program completion is not a requirement)
11. PUBLIC NOTICE – CHECK THE BOX THAT APPLIES

☒ Public School District: Attached is a copy of the agenda item presented to the governing board of the school district in a public meeting showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or his or her designee in item #13 below, the person signing verifies that the board acted upon the item favorably.

By submitting this waiver request the district is certifying that reasonable efforts to recruit a fully prepared teacher for the assignment(s) were made in the following order:

1. an individual who is scheduled to complete initial preparation requirements within six months
2. a candidate who is qualified to participate in an approved internship program in the region of the school district

☐ County Office of Education, State Agency, or Nonpublic, Nonsectarian School or Agency: Attached is a dated copy of the notice that was posted at least 72 hours before the position was filled showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or administrator or his or her designee in item #13 below, the person signing verifies that there were no objections to this waiver request.

12. APPLICANT'S CERTIFICATION

I understand that in order to receive a subsequent waiver for this assignment I must pursue the completion of requirements to obtain full certification in the subject or area covered by this waiver request as specified in #7 above.

I understand that if my case is heard in a public meeting, all materials submitted to the Commission regarding my suitability, including grades and test scores, may be published in a Commission agenda and discussed in an open meeting.

[Signature]
Signature of Applicant
(Sign full legal name as listed in #2 above)

7/9/07
Date

13. EMPLOYING AGENCY CERTIFICATION

The person for whom this waiver is requested will not be employed until he or she has been cleared by the Department of Justice under the provisions of Education Code Section 44323.6 and Section 44830.1 (AB1612). The employer acknowledges that the Commission's final approval of this individual's waiver will be determined by a fitness review covering, in part, criminal activity, including certain in-state and/or out-of-state convictions.

If this waiver request is for service to special education children, the Special Education Local Planning Area (SELPA) has been notified of our intent to request this waiver.

I certify under penalty of perjury that the information provided in this report is accurate and complete.

District/County Superintendent, Personnel Administrator, NPS/NPA Administrator, or Designee:

[Signature]

Robert V. Feaster, Assist. Supt. Human Resources

[Title]

[Date] 7/9/07
TITLE: Approval of a Variable Term Waiver Request for an Early Childhood Special Education Certificate for Certificated Special Education Employee Christine Holden

Action: ☒
Consent: ☐
Information: ☐

Prepared by: Bob Feaster, Assistant Superintendent-Human Resources

Background Information
Request approval of a Variable Term Waiver Request for an Early Childhood Special Education Certificate to cover the assignment of a Certificated employee (Christine Holden) in the position of SDC-SH Preschool teacher for the 2007/08 school year.

Educational Implications
Approval of this Variable Term Waiver Request will allow Ms. Holden to teach while completing requirements for the Certificate.

Fiscal Implications
None

Additional Information

Recommendation
It is recommended that the Board of Education approve the Variable Term Waiver Request for Christine Holden.
VARIABLE TERM WAIVER REQUEST

Requests must be prepared by the employing agency, not the applicant. All materials must be clear enough to photocopy.

1. **EMPLOYING AGENCY** (include mailing address)  
   Chico Unified School District  
   1163 East 7th Street  
   Chico, CA 95928

☐ NPS/NPA (list county code _______ )

<table>
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<tr>
<td>04/61424</td>
<td>Julie Meriwether/Cert HR</td>
</tr>
<tr>
<td></td>
<td>Telephone #: 530 891-3000, X141</td>
</tr>
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<td></td>
<td>FAX #: 530-891-3211</td>
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</tbody>
</table>

2. **APPLICANT FOR THE WAIVER**

   Social Security Number ___________ ___________ ___________ ___________

   If fingerprint clearance is not on file at CCTC, include an application (form 41-4) for a Certificate of Clearance.

   If needed, a review by the Division of Professional Practices will be concluded before a waiver approval letter will be issued.

   Full Legal Name ___________________________  
   Holden, Christine E

   Former Name(s) ___________________________  
   Birth Date ___________________________

   Applicant's Mailing Address ___________________________  
   Chico, CA 95926

   Credential Needed for Waiver ________  
   Early Childhood Special Education Certificate

   (Specific title and subject area of the credential that authorizes the assignment. Note that the subject must be one that is available under current regulations.)

   Assignment ________  
   SDC-SH Preschool Teacher

   Specific position and grade level (e.g. chemistry teacher, grades 11-12)

   For bilingual assignment list LANGUAGE:

   Is this a full time position? ☐ Yes ☐ No

   If not, indicate how many periods a day the individual will be teaching the waiver assignment(s) ________

   Is this a subsequent Waiver? (See #9 for additional information) ☐ Yes ☐ No

3. **EDUCATION CODE OR TITLE 5 SECTION TO BE WAIVED**

   Specific section(s) covering the assignment: ________  
   44265

4. **EFFECTIVE DATES** ________  
   07 / 01 / 07 to 06 / 30 / 08

   Waivers are dated effective the beginning date of service. Provide the ending date of your school term, track or year below. A justification MUST be included if the expiration date extends beyond the term, track or year.

   Ending date of school term, track, or year: ________  
   06 / 30 / 08

Form WV1 5/06
5. STATEWIDE HIGH INCIDENCE AREA WAIVER REQUESTS:

a. INDICATE THE HIGH INCIDENCE AREA FOR THE ASSIGNMENT
   - □ Special Education
   - □ Clinical or Rehabilitative Services
   - □ Driver Education and Training
   - □ 30-Day Substitute

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION
   No copies are necessary if this is a recognized high incidence area.
   - □ Advertised in local/national newspapers
   - □ Advertised in professional journals
   - □ Attended job fairs in California
   - □ Attended recruitment out-of-state
   - □ Contacted IHE placement centers
   - □ Distributed job announcements
   - □ Internet
   - □ Other ____________________________

c. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE
   Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

   (see attached)
Wavier Request re: Christine Holden
Loma Vista Pre-school SH Classroom

Mrs. Holden has completed the requirements leading to a Bachelors of Arts degree in Liberal Studies. She holds a multiple subject teaching credential embedded with CLAD as well as a mild/moderate specialist credential (level 1). She aligned her academic preparation with her professional experiences providing her background necessary to work with pre-school aged handicapped students (3-5 years). As part of the undergraduate and graduate requirements at California State University, Chico, Christine completed coursework with components in early childhood development. Areas of concentration included: Childhood development, curriculum planning, behavioral management, speech and language development, assessment, assistive technology, motor development, motor planning, health, and child psychology.

Christine has worked in a variety of professional settings. Teaching experiences range consist of pre-school, Elementary, and Junior High School setting. Recently she was assigned to teach a summer school classroom, serving children with Autism 3-5 years. She has worked the past two years in a special day class-serving students with moderate/sever disabilities. She has four years experience as an Instructional Paraprofessional in pre-school settings. She is trained in Best Practices “Autism Spectrum Disorders. Other training experiences include behavioral management, sign language, discrete trial, PECS and TEAACH.

Her educational background and teaching experiences have provided the foundation of academic training and practicum experiences

Eric Snedeker, Principal
Loma Vista School
6. NON STATEWIDE LOW INCIDENCE AREA WAIVER REQUESTS:

a. INDICATE THE LOW INCIDENCE AREA FOR THE ASSIGNMENT

- Administrative Services
- Single Subject Teaching (all subject areas)
- Designated Subjects -- except driver education and training
- Library Media Services
- Multiple Subject Teaching
- Pupil Personnel Services: Counseling, Psychology, Social Work
- Reading Specialist/Certificate
- Teacher of English Learner Students

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

Copies of announcements, advertisements, web site registration, etc. must be attached.

The employer must verify all of the following:
- Distributed job announcements
- Contacted IHE placement centers
- Internet (www.edjoin.org)

Optional recruitment methods:
- Advertised in local/national newspaper
- Attended job fairs in California
- Attended recruitment out of state
- Advertised in professional journals
- Other __________________________

c. PROVIDE DETAILED INFORMATION ABOUT THE RESULTS OF RECRUITMENT EFFORTS. BE SURE TO ANSWER EACH OF THE FOLLOWING QUESTIONS:

How many individuals credentialed in the authorization of the waiver request applied for the position? __________

How many credentialed in the authorization of the waiver request were interviewed? __________

What were the results of those interviews? (Please indicate answers in numbers)

- Applicant(s) withdrew
- Candidate(s) declined job offer
- Candidate(s) found unsuitable for the assignment

d. PROVIDE THE SPECIFIC EMPLOYMENT CRITERIA FOR THE POSITION

What special skills and knowledge are needed to successfully perform in this position? These should also be described in your recruitment advertisements and announcements.
e. **IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE**

Include detailed information about the individual’s professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

---

7. **REQUIREMENTS AND TARGET COMPLETION DATES FOR REACHING CREDENTIAL GOAL**

List the requirements that the applicant must complete to be eligible for the document named above as the credential goal and a target date by which he or she plans to complete those requirements.

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<tbody>
<tr>
<td>Level II Coursework along with Early Childhood Special</td>
<td>August 2009</td>
</tr>
<tr>
<td>Education Coursework</td>
<td></td>
</tr>
</tbody>
</table>

---

8. **LIST THE NAME AND POSITION OF THE PERSON ASSIGNED TO PROVIDE SUPPORT AND ASSISTANCE TO THE APPLICANT DURING THE TERM OF THIS WAIVER**

By assigning this individual, the employing agency makes a commitment to support and assist the applicant, as feasible, in completing the requirement(s) listed above.

Name: Jeaner Kassel
Position: SDC-SH Teacher

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9. **SUBSEQUENT WAIVER REQUESTS**

Attached is a copy of a personnel evaluation that verifies the applicant served satisfactorily in the position authorized by the previous waiver.

---

10. **IS THIS EMPLOYING AGENCY GEOGRAPHICALLY ISOLATED?**

Would the applicant have to travel more than 1 1/2 hours one-way to attend an institution with an approved program to meet the credential goal?

☐ Yes     ☒ No     ☐ Not applicable (program completion is not a requirement)
11. PUBLIC NOTICE – CHECK THE BOX THAT APPLIES

☐ Public School District: Attached is a copy of the agenda item presented to the governing board of the school district in a public meeting showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or his or her designee in item #13 below, the person signing verifies that the board acted upon the item favorably.

By submitting this waiver request the district is certifying that reasonable efforts to recruit a fully prepared teacher for the assignment(s) were made in the following order:

1. an individual who is scheduled to complete initial preparation requirements within six months
2. a candidate who is qualified to participate in an approved internship program in the region of the school district

☐ County Office of Education, State Agency, or Nonpublic, Nonsectarian School or Agency: Attached is a dated copy of the notice that was posted at least 72 hours before the position was filled showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or administrator or his or her designee in item #13 below, the person signing verifies that there were no objections to this waiver request.

12. APPLICANT’S CERTIFICATION

I understand that in order to receive a subsequent waiver for this assignment I must pursue the completion of requirements to obtain full certification in the subject or area covered by this waiver request as specified in #7 above.

I understand that if my case is heard in a public meeting, all materials submitted to the Commission regarding my suitability, including grades and test scores, may be published in a Commission agenda and discussed in an open meeting.

[Signature of Applicant] [Date] 7/31/07

Signature of Applicant
(Sign full legal name as listed in #2 above)

13. EMPLOYING AGENCY CERTIFICATION

The person for whom this waiver is requested will not be employed until he or she has been cleared by the Department of Justice under the provisions of Education Code Section 44332.6 and Section 44830.1 (AB1612). The employer acknowledges that the Commission’s final approval of this individual’s waiver will be determined by a fitness review covering, in part, criminal activity, including certain in-state and/or out-of-state convictions.

If this waiver request is for service to special education children, the Special Education Local Planning Area (SELP A) has been notified of our intent to request this waiver.

I certify under penalty of perjury that the information provided in this report is accurate and complete.

District/County Superintendent, Personnel Administrator, NPS/NPA Administrator, or Designee:

[Signature] [Title] Robert V. Feaster, Assist Superintendent-HR

[Date] 8/8/07
TITLE: Approval of a subsequent Variable Term Waiver Request for an Administrative Services Credential for Certificated Employee Jeaner Kassel


Prepared by: Bob Feaster, Assistant Superintendent-Human Resources

Background Information
Request approval of a subsequent Variable Term Waiver Request for an Administrative Services credential to cover the assignment of a Certificated employee (Jeaner Kassel) in the position of Half-time Special Education Assistant Principal for the 2007/08 school year.

Educational Implications
Approval of this subsequent Variable Term Waiver Request will allow Ms. Kassel to serve as an Assistant Principal while completing the requirements for the credential.

Fiscal Implications
None

Additional Information

Recommendation
It is recommended that the Board of Education approve the subsequent Variable Term Waiver Request for Jeaner Kassel.
VARIABLE TERM WAIVER REQUEST

Requests must be prepared by the employing agency, not the applicant. All materials must be clear enough to photocopy.

1. EMPLOYING AGENCY (include mailing address)
Chico Unified School District
1163 East 7th Street
Chico, CA 95928

County/District CDS Code Contact Person
04/61424 Julie Meriwether/Cert HR

☐ NPS/NPA (list county code )

2. APPLICANT FOR THE WAIVER

Social Security Number

If fingerprint clearance is not on file at CCTC, include an application (Form 41-4) for a Certificate of Clearance.
If needed, a review by the Division of Professional Practices will be concluded before a waiver approval letter will be issued.

Full Legal Name
Kassel, Jeaner

Former Name(s) Birth Date

Applicant's Mailing Address

Credential Needed for Waiver Administrative Services
(Specific title and subject area of the credential that authorizes the assignment. Note that the subject must be one that is available under current regulations.)

Assignment
Special Education Assistant Principal

Specific position and grade level (e.g. chemistry teacher, grades 11-12)

For bilingual assignment list LANGUAGE:

Is this a full time position? Yes ☐ No ☒

If not, indicate how many periods a day the individual will be teaching the waiver assignment(s) 50%

Is this a subsequent Waiver? (See #9 for additional information) Yes ☒ No ☐

3. EDUCATION CODE OR TITLE 5 SECTION TO BE WAIVED

Specific section(s) covering the assignment: 44270

4. EFFECTIVE DATES

07 / 01 / 07 to 06 / 30 / 08

Waivers are dated effective the beginning date of service. Provide the ending date of your school term, track or year below. A justification MUST be included if the expiration date extends beyond the term, track or year.

Ending date of school term, track, or year: 06 / 30 / 08

Form WV1 5/06
5. STATEWIDE HIGH INCIDENCE AREA WAIVER REQUESTS:
   
a. INDICATE THE HIGH INCIDENCE AREA FOR THE ASSIGNMENT
   - Special Education
   - Clinical or Rehabilitative Services
   - Driver Education and Training
   - 30-Day Substitute
   
b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION
   No copies are necessary if this is a recognized high incidence area.
   - Advertised in local/national newspapers
   - Advertised in professional journals
   - Attended job fairs in California
   - Attended recruitment out-of-state
   - Contacted IHE placement centers
   - Distributed job announcements
   - Internet
   - Other ____________________________
   
c. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE
   Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.
6. NON STATEWIDE LOW INCIDENCE AREA WAIVER REQUESTS:

a. INDICATE THE LOW INCIDENCE AREA FOR THE ASSIGNMENT
   ☑ Administrative Services
   ☐ Single Subject Teaching (all subject areas)
   ☐ Designated Subjects – except driver education and training
   ☐ Library Media Services
   ☐ Multiple Subject Teaching
   ☐ Pupil Personnel Services: Counseling, Psychology, Social Work
   ☐ Reading Specialist/Certificate
   ☐ Teacher of English Learner Students

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

   Copies of announcements, advertisements, web site registration, etc. must be attached.

   The employer must verify all of the following:
   ☐ Distributed job announcements
   ☐ Contacted IHE placement centers
   ☐ Internet (www.edjoin.org)

   Optional recruitment methods:
   ☐ Advertised in local/national newspaper
   ☐ Attended job fairs in California
   ☐ Attended recruitment out of state
   ☐ Advertised in professional journals
   ☑ Other continuing position

   [ ]

   c. PROVIDE DETAILED INFORMATION ABOUT THE RESULTS OF RECRUITMENT EFFORTS. BE SURE TO ANSWER EACH OF THE FOLLOWING QUESTIONS:

   How many individuals credentialed in the authorization of the waiver request applied for the position?

   How many credentialed in the authorization of the waiver request were interviewed?

   What were the results of those interviews? (Please indicate answers in numbers)
   ______ Applicant(s) withdrew
   ______ Candidate(s) declined job offer
   ______ Candidate(s) found unsuitable for the assignment

   d. PROVIDE THE SPECIFIC EMPLOYMENT CRITERIA FOR THE POSITION

   What special skills and knowledge are needed to successfully perform in this position? These should also be described in your recruitment advertisements and announcements.

   Knowledge of moderate/severe special education programs
   Background and teaching experience in moderate/severe SH classroom
   Experience in general education"Best Practices"
   Knowledge of behavior management
   Understanding of Severely Handicapped curriculum
   Autism Training
e. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

7. REQUIREMENTS AND TARGET COMPLETION DATES FOR REACHING CREDENTIAL GOAL

List the requirements that the applicant must complete to be eligible for the document named above as the credential goal and a target date by which he or she plans to complete those requirements.

<table>
<thead>
<tr>
<th>PROGRAM, COURSE, EXAMINATION, EXPERIENCE</th>
<th>TARGET COMPLETION DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Services Credential</td>
<td>Fall 2008</td>
</tr>
<tr>
<td>Internship Program</td>
<td></td>
</tr>
<tr>
<td>(see attached schedule)</td>
<td></td>
</tr>
</tbody>
</table>

8. LIST THE NAME AND POSITION OF THE PERSON ASSIGNED TO PROVIDE SUPPORT AND ASSISTANCE TO THE APPLICANT DURING THE TERM OF THIS WAIVER

By assigning this individual, the employing agency makes a commitment to support and assist the applicant, as feasible, in completing the requirement(s) listed above.

Name ________________________________ Position ________________________________

Eric Snedeker Special Educ-Principal

9. SUBSEQUENT WAIVER REQUESTS

☒ Attached is a copy of a personnel evaluation that verifies the applicant served satisfactorily in the position authorized by the previous waiver.

10. IS THIS EMPLOYING AGENCY GEOGRAPHICALLY ISOLATED?

Would the applicant have to travel more than 1 1/2 hours one-way to attend an institution with an approved program to meet the credential goal?

☐ Yes ☒ No ☐ Not applicable (program completion is not a requirement)
11. PUBLIC NOTICE -- CHECK THE BOX THAT APPLIES

☐ Public School District: Attached is a copy of the agenda item presented to the governing board of the school district in a public meeting showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or his or her designee in item #13 below, the person signing verifies that the board acted upon the item favorably.

By submitting this waiver request the district is certifying that reasonable efforts to recruit a fully prepared teacher for the assignment(s) were made in the following order:

1. an individual who is scheduled to complete initial preparation requirements within six months
2. a candidate who is qualified to participate in an approved internship program in the region of the school district

☐ County Office of Education, State Agency, or Nonpublic, Nonsectarian School or Agency: Attached is a dated copy of the notice that was posted at least 72 hours before the position was filled showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or administrator or his or her designee in item #13 below, the person signing verifies that there were no objections to this waiver request.

12. APPLICANT'S CERTIFICATION

I understand that in order to receive a subsequent waiver for this assignment I must pursue the completion of requirements to obtain full certification in the subject or area covered by this waiver request as specified in #7 above.

I understand that if my case is heard in a public meeting, all materials submitted to the Commission regarding my suitability, including grades and test scores, may be published in a Commission agenda and discussed in an open meeting.

Signature of Applicant
(Sign full legal name as listed in #2 above)

Date

8-6-07

13. EMPLOYING AGENCY CERTIFICATION

The person for whom this waiver is requested will not be employed until he or she has been cleared by the Department of Justice under the provisions of Education Code Section 44332.6 and Section 44830.1 (AB1612). The employer acknowledges that the Commission's final approval of this individual's waiver will be determined by a fitness review covering, in part, criminal activity, including certain in-state and/or out-of-state convictions.

If this waiver request is for service to special education children, the Special Education Local Planning Area (SELPAA) has been notified of our intent to request this waiver.

I certify under penalty of perjury that the information provided in this report is accurate and complete.

District/County Superintendent, Personnel Administrator, NPS/NPA Administrator, or Designee:

Signature

Title

Date

Robert V. Feaster, Assist. Supt. Human Resources

8/8/07
TITLE: Approval of Variable Term Waiver Request for a Pupil Personnel Services: School Counseling Credential for Certificated Secondary Counselor employee Jada Correa.

Action: ☒ Consent: ☐ Information: ☐

Agenda Item:
August 15, 2007
Page 1

Prepared by: Bob Feaster, Assistant Superintendent-Human Resources

**Background Information**
Request approval of a Variable Term Waiver Request for a Pupil Personnel Services: School Counselor Credential to cover the assignment of a Certificated employee (Jada Correa) in the position of Secondary School Counselor for the 2007/08 school year.

**Educational Implications**
Approval of this Variable Term Waiver Request will allow Ms. Correa to be employed as a school counselor while completing requirements for the Credential.

**Fiscal Implications**
None

**Additional Information**

**Recommendation**
It is recommended that the Board of Education approve the Variable Term Waiver Request for Jada Correa.
VARIABLE TERM WAIVER REQUEST

Requests must be prepared by the employing agency, not the applicant. All materials must be clear enough to photocopy.

1. **EMPLOYING AGENCY** (include mailing address)
   Chico Unified School District
   1163 East 7th Street
   Chico, CA 95928

   □ NPS/NPA (list county code ____________)

   County/District Code: 04/61424

   Contact Person: Julie Meriwether/Cert HR
   Telephone #: 530 891-3000, X141
   FAX #: 530-891-3211
   E-Mail: jmeriwet@chicousd.org

2. **APPLICANT FOR THE WAIVER**

   Social Security Number

   If fingerprint clearance is not on file at CCTC, include an application (form 41-4) for a Certificate of Clearance.
   If needed, a review by the Division of Professional Practices will be concluded before a waiver approval letter will be issued.

   Full Legal Name: Correa, Jada R.

   Former Name(s) ____________________________________ Birth Date ____________________

   Applicant’s Mailing Address ________________________________

   Credential Needed for Waiver ____________________________

   Pupil Personnel Services: School Counseling

   *(Specific title and subject area of the credential that authorizes the assignment. Note that the subject must be one that is available under current regulations.)*

   Assignment ____________________________

   Secondary School Counselor

   *(Specific position and grade level (e.g. chemistry teacher, grades 11-12)*

   For bilingual assignment list LANGUAGE: ____________________________

   Is this a full time position? Yes ☑ No ☐

   If not, indicate how many periods a day the individual will be teaching the waiver assignment(s) ________________

   Is this a subsequent Waiver? (See #9 for additional information) Yes ☐ No ☑

3. **EDUCATION CODE OR TITLE 5 SECTION TO BE WAIVED**

   Specific section(s) covering the assignment: 44266

4. **EFFECTIVE DATES**

   07 / 01 / 07 to 06 / 30 / 08

   Waivers are dated effective the beginning date of service. Provide the ending date of your school term, track or year below. A justification MUST be included if the expiration date extends beyond the term, track or year.

   Ending date of school term, track, or year: 06 / 30 / 08
5. STATEWIDE HIGH INCIDENCE AREA WAIVER REQUESTS:
   
a. INDICATE THE HIGH INCIDENCE AREA FOR THE ASSIGNMENT
   - Special Education
   - Clinical or Rehabilitative Services
   - Driver Education and Training
   - 30-Day Substitute

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION
   No copies are necessary if this is a recognized high incidence area.
   - Advertised in local/national newspapers
   - Advertised in professional journals
   - Attended job fairs in California
   - Attended recruitment out-of-state
   - Contacted IHE placement centers
   - Distributed job announcements
   - Internet
   - Other

   c. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE
   Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.
6. NON STATEWIDE LOW INCIDENCE AREA WAIVER REQUESTS:

a. INDICATE THE LOW INCIDENCE AREA FOR THE ASSIGNMENT

☐ Administrative Services
☐ Single Subject Teaching (all subject areas)
☐ Designated Subjects – except driver education and training
☐ Library Media Services
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☒ Pupil Personnel Services: Counseling, Psychology, Social Work
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b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

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The employer must verify all of the following:
☒ Distributed job announcements
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Optional recruitment methods:
☐ Advertised in local/national newspaper
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☐ Advertised in professional journals
☐ Other ______________________________

c. PROVIDE DETAILED INFORMATION ABOUT THE RESULTS OF RECRUITMENT EFFORTS. BE SURE TO ANSWER EACH OF THE FOLLOWING QUESTIONS:

How many individuals credentialed in the authorization of the waiver request applied for the position? 4

How many credentialed in the authorization of the waiver request were interviewed? 2

What were the results of those interviews? (Please indicate answers in numbers)

0 Applicant(s) withdrew
0 Candidate(s) declined job offer
1 Candidate(s) found unsuitable for the assignment

d. PROVIDE THE SPECIFIC EMPLOYMENT CRITERIA FOR THE POSITION

What special skills and knowledge are needed to successfully perform in this position? These should also be described in your recruitment advertisements and announcements.

California Pupil Personnel Services Credential: School Counseling
e. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE

Include detailed information about the individual’s professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

(see attached)

7. REQUIREMENTS AND TARGET COMPLETION DATES FOR REACHING CREDENTIAL GOAL

List the requirements that the applicant must complete to be eligible for the document named above as the credential goal and a target date by which he or she plans to complete those requirements

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<th>TARGET COMPLETION DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pupil Personnel Services Credential: School Counseling</td>
<td>December 2007</td>
</tr>
</tbody>
</table>

8. LIST THE NAME AND POSITION OF THE PERSON ASSIGNED TO PROVIDE SUPPORT AND ASSISTANCE TO THE APPLICANT DURING THE TERM OF THIS WAIVER

By assigning this individual, the employing agency makes a commitment to support and assist the applicant, as feasible, in completing the requirement(s) listed above.

Name ___________________________ Position ________________________

Bernard Vigallon  Director of Alternative Ed

9. SUBSEQUENT WAIVER REQUESTS

Attached is a copy of a personnel evaluation that verifies the applicant served satisfactorily in the position authorized by the previous waiver.

10. IS THIS EMPLOYING AGENCY GEOGRAPHICALLY ISOLATED?

Would the applicant have to travel more than 1 1/2 hours one-way to attend an institution with an approved program to meet the credential goal?

☐ Yes ☒ No ☐ Not applicable (program completion is not a requirement)
Ms. Correa will complete the requirements for a Master's Degree in Educational/School Counseling and the Pupil Personnel Services Credential - School Counseling in November 2007. During the course of her graduate studies in School Counseling, Ms. Correa completed internships at Bidwell Junior and Marsh Junior High Schools and has been employed by the District as a Prevention/Intervention Specialist as part of the District’s Drug Alcohol and Tobacco Education programs. Additionally, she completed an internship as a Student Support Advisor at the North County Community School which is operated by the Butte County Office of Education. Of the four candidates who applied and interviewed for the School Counselor positions, Ms. Correa was the most knowledgeable about the schools of the District as well as the community-based resources available to students and parents in the Chico area.
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By submitting this waiver request the district is certifying that reasonable efforts to recruit a fully prepared teacher for the assignment(s) were made in the following order:
1. an individual who is scheduled to complete initial preparation requirements within six months
2. a candidate who is qualified to participate in an approved internship program in the region of the school district

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12. APPLICANT’S CERTIFICATION

I understand that in order to receive a subsequent waiver for this assignment I must pursue the completion of requirements to obtain full certification in the subject or area covered by this waiver request as specified in #7 above.

I understand that if my case is heard in a public meeting, all materials submitted to the Commission regarding my suitability, including grades and test scores, may be published in a Commission agenda and discussed in an open meeting.

Signature of Applicant
(Sign full legal name as listed in #2 above)

Date
8-7-07

13. EMPLOYING AGENCY CERTIFICATION

The person for whom this waiver is requested will not be employed until he or she has been cleared by the Department of Justice under the provisions of Education Code Section 44332.6 and Section 44830.1 (AB1612). The employer acknowledges that the Commission’s final approval of this individual’s waiver will be determined by a fitness review covering, in part, criminal activity, including certain in-state and/or out-of-state convictions.

If this waiver request is for service to special education children, the Special Education Local Planning Area (SELPA) has been notified of our intent to request this waiver.

I certify under penalty of perjury that the information provided in this report is accurate and complete.

District/County Superintendent, Personnel Administrator, NPS/NPA Administrator, or Designee:

Signature

Title
Robert V. Feaster, Assist. Supt. Human Resources

Date
8/8/07