

CUSD Board of Education

Regular Meeting Agenda

Chico City Council Chambers
September 15, 2010
CLOSED SESSION – 5:00 P.M.
REGULAR BOARD MEETING – 6:00 P.M.



Board Members

Jann Reed, President
Rick Rees, Vice President
Dr. Andrea Lerner Thompson, Clerk
Elizabeth Griffin, Member
Dr. Kathy Kaiser, Member

Kelly Staley, Superintendent

This Agenda is Available at:
Chico Unified School District
1163 E. 7th Street
Chico, CA 95928
(530) 891-3000
Or Online at:
www.chicousd.org

Posted: 09/10/10

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

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

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

CONSENT CALENDAR

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

STUDENT PARTICIPATION

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

PUBLIC PARTICIPATION FOR ITEMS ON THE AGENDA (Regular and Special Board Meetings)

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

- Speakers will identify themselves and will direct their comments to the Board.
- Each speaker will be allowed five (5) minutes to address the Board.
- In case of numerous requests to address the same item, the Board may select representatives to speak on each side of the item.

PUBLIC PARTICIPATION FOR ITEMS NOT ON THE AGENDA (Regular Board Meetings only)

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

- Public comments for items not on the agenda will be limited to one hour in duration.
- Initially, each general topic will be limited to 3 speakers.
- Speakers will identify themselves and will direct their comments to the Chair.
- Each speaker will be given five (5) minutes to address the Board.
- Once 2 speakers have shared a similar viewpoint, the Chair will ask for a differing viewpoint. If no other viewpoint is represented then a 3rd speaker may present.
- Speakers will not be allowed to yield their time to other speakers.
- After all topics have been heard, the remainder of the hour may be used by additional speakers to address a previously raised issue.

WRITTEN MATERIAL:

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

COPIES OF AGENDAS AND RELATED MATERIALS:

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

AMERICANS WITH DISABILITIES ACT

Please contact the Superintendent's Office at 891-3000 ex. 149 should you require a disability-related modification or accommodation in order to participate in the meeting. This request should be received at least 48 hours prior to the meeting in order to accommodate your request.

Pursuant to Government Code 54957.5, If documents are distributed to board members concerning an agenda item within 72 hours of a regular board meeting, at the same time the documents will be made available for public inspection at the Chico Unified School District, Superintendent's Office located at 1163 East Seventh Street, Chico, CA 95928 or may be viewed on the website: www.chicousd.org.

CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Regular Meeting – September 15, 2010

Closed Session – 5:00 p.m.

Regular Session - 6:00 p.m.

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

AGENDA

5:00pm

1. **CALL TO ORDER**

2. **CLOSED SESSION**

2.1. **Update on Labor Negotiations**

Employee Organizations:

Representative:

CUTA

CSEA, Chapter #110

Kelly Staley, Superintendent

Bob Feaster, Assistant Superintendent

Jan Combes, Assistant Superintendent

2.2. **Conference with Legal Counsel**

Anticipated Litigation

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

Two cases

Attending:

Kelly Staley, Superintendent

Bob Feaster, Assistant Superintendent

Jan Combes, Assistant Superintendent

John Bohannon, Principal

John Yeh, Attorney at Law

2.3. **Public Employee Appointment**

Per Government Code §54957

Title: Assistant Superintendent, Business Services

If Closed Session is not completed before 6:00 p.m., it will resume immediately following the regular meeting.

6:00pm

3. **RECONVENE TO REGULAR SESSION** (5 minutes)

3.1. Call to Order

3.2. Report Action Taken in Closed Session

3.3. Flag Salute

6:05pm

4. **STUDENT REPORTS** (15 minutes)

6:20pm

5. **SUPERINTENDENT'S REPORT** (15 minutes)

6:35pm

6. **REPORTS FROM EMPLOYEE GROUPS REGARDING NEGOTIATIONS** (20 minutes)

6.1. CSEA

6.2. CUMA

6.3. CUTA

6.4. District

6:55pm

7. **CONSENT CALENDAR** (5 minutes)

7.1. GENERAL

7.1.1. Consider Approval of Minutes of Regular Session on August 18, 2010, and Special Session on September 1, 2010

7.1.2. Consider Approval of Items Donated to Chico Unified School District

7.2. EDUCATIONAL SERVICES

7.2.1. Consider Expulsion of Student with the following ID: #39184

7.2.2. Consider Approval of the Field Trip Request for the Rosedale Sixth Grade Classes to attend the Science Camp at Mt. Lassen National Park from 9/30/10-10/1/10

7.2.3. Consider Approval of the Field Trip Request for the CHS Ag/FFA to attend the National FFA Convention in Indianapolis, Indiana from 10/26/10-10/30/10

- 7.2.4. Consider Approval of the Field Trip Request for the CHS Choir Members to attend the Barbershop Harmony Camp in Pollock Pines from 9/24/10-9/26/10
- 7.2.5. Consider Approval of the Field Trip Request for the PVHS IB Class of 2011 to go Spelunking at Samwel Cave in Shasta National Recreation Area from 9/25/10-9/26/10
- 7.2.6. Consider Approval of the Field Trip Request for the FVHS Leadership Team to attend the FNL Youth Summit in Richardson Springs from 10/7/10-10/8/10
- 7.2.7. Consider Approval of the Consultant Agreement with Dovetail Learning, Inc. to provide services for the Early Mental Health Initiative grant.
- 7.2.8. Consider Approval of the Consultant Agreement with CSU Chico Research Foundation to provide services for the NCLB CaMSP Mathematics Grant - Subcontract
- 7.2.9. Consider Approval of the Consultant Agreement with CSU Chico Research Foundation to provide services for the NCLB CaMSP Mathematics Grant - Evaluator
- 7.2.10. Consider Approval of the Consultant Agreement with Northern California Basketball Officials Association to provide officials for PVHS Basketball games
- 7.2.11. Consider Approval of the Consultant Agreement with Northern California Volleyball Officials Association to provide officials for PVHS Volleyball games
- 7.2.12. Consider Approval of the Consultant Agreement with Northern California Officials Association to provide officials for PVHS Football games

7.3. BUSINESS SERVICES

- 7.3.1. Consider Approval of Accounts Payable Warrants

7.4. HUMAN RESOURCES

- 7.4.1. Consider Approval of Certificated Human Resources Actions
- 7.4.2. Consider Approval of Classified Human Resources Actions

8. DISCUSSION/ACTION CALENDAR

8.1. EDUCATIONAL SERVICES

- 7:00pm 8.1.1. Information: Alternative School of Choice Self-Evaluation of Sierra View Elementary School (Debbie Aldred) (10 minutes)
- 7:10pm 8.1.2. Discussion/Action: Consider Approval of the Updated Academics Plus By-Laws and Guidelines (Debbie Aldred) (5 minutes)
- 7:15pm 8.1.3. Information: Alternative School of Choice Self-Evaluation of Hooker Oak K-8 Open Structured Classroom School (Sue Hegedus) (10 minutes)
- 7:25pm 8.1.4. Information: Accountability Progress and STAR Results Update (Michael Morris) (15 minutes)
- 7:40pm 8.1.5. Information: Chinese Language and Culture Classes in CUSD (Joanne Parsley) (10 minutes)
- 7:50pm 8.1.6. Discussion/Action: Chico Green School Notice to Remedy (John Bohannon) (20 minutes)
- 8:10pm 8.1.7. Discussion/Action: Pivot Online Charter Material Change (John Bohannon) (15 minutes)

8.2. BUSINESS SERVICES

- 8:25pm 8.2.1. Discussion/Action: Budget Update – 2009-10 Year End Unaudited Actual Financial Statement (Jan Combes) (20 minutes)
- 8:45pm 8.2.2. Discussion/Action: Architectural Agreement – Chico High School Lincoln Hall/Field House Stafford King & Wiese Architects (Michael Weissenborn) (10 minutes)
- 8:55pm 8.2.3. Discussion/Action: Architectural Agreement – Inspire School of Arts and Sciences Housing NTD Architecture (Michael Weissenborn) (10 minutes)

- 9:05pm 8.2.4. Discussion/Action: Architectural Agreement – Pleasant Valley High School New Classroom Building – Nichols, Melburg and Rosetto Architects and Engineers (Michael Weissenborn) (10 minutes)
- 9:15pm 8.2.5. Discussion/Action: Newcomb Anderson McCormick Energy Engineers - Solar Power Purchase Agreement (Michael Weissenborn) (10 minutes)
- 8.3. HUMAN RESOURCES
- 9:25pm 8.3.1. Discussion/Action: Consider Approval of a Tentative Agreement between CUSD and CSEA, Chapter 110 Regarding Employee Assistance Program (EAP) (Bob Feaster) (5 minutes)
- 9:30pm 8.3.2. Discussion/Action: Consider Approval of Resolution #1123-10, Elimination of Classified Services (Bob Feaster) (5 minutes)
- 9:35pm 9. ITEMS FROM THE FLOOR (5 minutes)
- 9:40pm 10. ANNOUNCEMENTS (5 minutes)
- 9:45pm 11. ADJOURNMENT

MINUTES

1. CALL TO ORDER

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

Present: Reed, Rees, Thompson, Griffin, Kaiser

Absent: None

2. CLOSED SESSION**1. Update on Labor Negotiations**

Employee Organizations:

CUTA

CSEA, Chapter #110

Representative:

Kelly Staley, Superintendent

Bob Feaster, Assistant Superintendent

Jan Combes, Assistant Superintendent

2. Conference with Legal Counsel

Anticipated Litigation

Significant exposure to litigation pursuant to Government Code Section 54956.9(b)

Two cases

Attending:

Kelly Staley, Superintendent

Bob Feaster, Assistant Superintendent

Jan Combes, Assistant Superintendent

Sara Simmons, Director

Mary Leary, Director

Scott Jones, Director

Julie Kistle, Technician

John Bohannon, Principal

John Yeh, Attorney at Law

3. RECONVENE TO REGULAR SESSION

Present: Reed, Rees, Thompson, Kaiser, Griffin

Absent: None

3.1 Call to Order

At 6:07 p.m. Board President Reed called the Regular Meeting to Order in the Chico City Council Chambers.

3.2 Closed Session Announcements

At 6:09 p.m. Board President Reed stated the Board had been in Closed Session and there was nothing to report.

3.3 Flag Salute

At 6:10 p.m. Board President Reed led the salute to the Flag.

4. STUDENT REPORTS

At 6:11 p.m. the Board received student reports from members of the PVHS Link Crew, CHS student Julianna Coppock presented a PowerPoint regarding the beginning of school at CHS, and FVHS student Eric Carver reported on activities on the Alternative Education campus.

5. SUPERINTENDENT'S REPORT

At 6:22 p.m. Director David Scott introduced Rhonda Zisle and David Halimi with The Western Miracles Foundation Bingo for Autism who presented information on the annual Bingo for Autism fundraiser and presented a check to Board President Reed for the amount of \$2,000.00 to be used for the Loma Vista School District Autism programs. Principal Michelle Sanchez thanked the Love Chico group and others for painting Citrus Elementary during the summer and presented a PowerPoint showing the improvements. Directors Joanne Parsley and David Scott presented a report on opening of school events and enrollment. Board Member Kaiser encouraged attendance at the Chico Outlaws game on Saturday, a fundraiser for CHS and PVHS. Director Parsley announced the Dog Parade/Art Contest sponsored by the Chico Elks Club on Saturday, September 11, a fundraiser for elementary schools. Superintendent Staley announced the CHS Coaches Reunion/Recognition and dinner scheduled for this Friday and Saturday. She also encouraged attendance at the Back to School Nights (BTSNs) taking place this month and in early September, noting information on dates and times of all BTSNs is posted on the CUSD website.

MINUTES

6. **CONSENT CALENDAR**

At 6:51 p.m. Board President Reed asked if anyone would like to pull a Consent Item for further discussion. Board Clerk Thompson pulled Items 6.3.1, *Consider Approval of the Consultant Agreement for Contract Employee* and 6.4.1, *Consider Approval of Contract with School Services of California to Provide Panel Member for Fact Finding*. Board Member Kaiser moved to approve the remaining Consent Items; seconded by Board Clerk Thompson.

6.1. **GENERAL**

1. The Board approved the Minutes of Regular Session on June 16, 2010, Special Session on June 30, 2010, Special Session on July 6, and Special Session on August 4, 2010
2. The Board accepted the items donated to Chico Unified School District.

Donor	Item	Recipient
Rachel Ebbett	\$500.00	DO Testing Office
Bette and Ray Narbaitz	25 Sports Hats @ \$300.00	Citrus Elementary
Bidwell Presbyterian Church	Classroom Supplies @ \$15,541.03	Citrus Elementary
David & Betty Nopel	4 Books @ \$58.36	Citrus Elementary
Chico Printing	Paper & Envelopes @ \$1,240.00	Sierra View Elementary
Little Red Hen Nursery, Inc.	\$300.00	MJHS
Don & Claudia Anderson	Welder & Welding Mask @ \$800.00	PVHS/Industrial Technology
Amber Enos	3 Paperbacks @ \$27.00	PVHS/Library
Linda Elliott	Books @ \$143.00	PVHS/Library
Paul Sly	\$500.00	FVHS

6.2 **EDUCATIONAL SERVICES**

1. The Board approved the Consultant Agreement for Karyl Clark to provide GED opportunities and testing for CUSD students
2. The Board approved the Quarterly Report on Williams Uniform Complaints
3. The Board approved the Designation of Additional CIF Representatives
4. The Board approved the Chico Country Day School Annual Performance Report

6.3 **BUSINESS SERVICES**

1. This item was pulled for further discussion
2. The Board approved the Accounts Payable Warrants
3. The Board approved the Notice of Completion – ANR Facilities Upgrade Project at Chico Senior High School
4. The Board approved the Notice of Completion – CHS Unit 100 HVAC Replacement Project
5. The Board approved the Notice of Completion – CHS Unit 200 HVAC Replacement Project

6.4 **HUMAN RESOURCES**

1. This item was pulled for further discussion
2. The Board approved the Certificated Human Resources Actions

Name/Employee #	Assignment	Effective	Comment
<u>2010/11 Probationary Appointment(s) According to Board Policy</u>			
Eardley, Ayisha	Special Education	8/9/2010	1.0 FTE Probationary Appointment
Hart, Joan	Speech	8/9/2010	0.1 FTE Probationary Appointment (in addition to current 0.9 FTE assignment)
Triplett, Vickie	Elementary Music	8/9/2010	0.1 FTE Probationary Appointment (in addition to current 0.9 FTE assignment)
<u>2010/11 Temporary Appointment(s) According to Board Policy</u>			
Brown, M. Sharon	Elementary	1 st Semester 2010/11	0.6 FTE Temporary Appointment

MINUTES

Hankins, Elizabeth	Secondary	1 st Semester 2010/11	0.2 FTE Temporary Appointment (in addition to current 0.6 FTE Temp assignment)
Holcomb, Donald	Secondary	1 st Semester 2010/11	0.6 FTE Temporary Appointment
Knox, Marlo	Elementary	1 st Semester 2010/11	1.0 FTE Temporary Appointment
Mayr, Martha	Secondary	1 st Semester 2010/11	0.4 FTE Temporary Appointment

2. The Board approved the Classified Human Resources Actions

<u>ACTION NAME</u>	<u>CLASS/LOCATION/ ASSIGNED HOURS</u>	<u>EFFECTIVE</u>	<u>COMMENTS/PRF #/ FUND/RESOURCE</u>
APPOINTMENTS			
FORRISTEL, TERRA	LT CAMPUS SUPERVISOR/MJHS/1.0	4/13/2010 - 5/27/2010	VACATED POSITION/216/ GENERAL/0000
MATSON, CHRIS	LT COMPUTER TECHNICIAN/ CITRUS/2.0	4/27/2010 - 5/27/2010	NEW LIMITED TERM POSITION/235/ CATEGORICAL/7250
MATSON, CHRIS	LT COMPUTER TECHNICIAN/ SIERRA VIEW/1.5	4/27/2010 - 5/27/2010	NEW LIMITED TERM POSITION/193/ CATEGORICAL/7250
RIPPON-WATSON, KERRY	IA-SPECIAL EDUCATION/ CITRUS/2.5	5/10/2010	VACATED POSITION/140/ SPECIAL ED/6500
ROBERTS, STEPHANIE	PARENT CLASSROOM AIDE- RESTRICTED/MARIGOLD/1.0	4/21/2010	VACATED POSITION/254/ CATEGORICAL/3203
ABARA, DIANA	LT PARENT CLASSROOM AIDE-RESTRICTED/ MCMANUS/1.0	4/30/2010 - 5/27/2010	NEW LIMITED TERM POSITION/270/ CATEGORICAL/4124 & 3011
GORE, ANGELA	PARENT LIAISON AIDE- RESTRICTED/EMMA WILSON/2.0	5/4/2010	VACATED POSITION/257/ CATEGORICAL/7250
ZEIGLER, STEPHANIE	LT CAFETERIA ASST/BJHS/2.0	5/4/2010 - 5/27/2010	DURING ABSENCE OF INCUMBENT/246/ NUTRITION/0000
VOLUNTARY REDUCTION IN HOURS			
KRAUSE, MICHELLE	PARENT CLASSROOM AIDE- RESTRICTED/SIERRA VIEW/2.0	8/11/2010	EXISTING POSITION/278/ CATEGORICAL/3203
SMITH, ANNIE	PARENT CLASSROOM AIDE- RESTRICTED/SIERRA VIEW/1.5	8/11/2010	EXISTING POSITION/274/ CATEGORICAL/3203
SMITH, ERIN	PARENT CLASSROOM AIDE- RESTRICTED/SIERRA VIEW/1.5	8/11/2010	EXISTING POSITION/276/ CATEGORICAL/7250
SWIFKA, COSIMA	PARENT LIAISON AIDE- RESTRICTED/SIERRA VIEW/1.5	8/11/2010	EXISTING POSITION/275/ CATEGORICAL/3203
TINER, KAYCI	PARENT CLASSROOM AIDE- RESTRICTED/SIERRA VIEW/1.5	8/11/2010	EXISTING POSITION/277/ CATEGORICAL/3203
LEAVES OF ABSENCE W/O PAY			
BERNEDO, ANNA	IPS-CLASSROOM/ ROSEDALE/1.4	1/24/2010 - 5/21/2010	PER CBA 5.12
HASKINS, KELLY	PARENT CLASSROOM AIDE- RESTRICTED/MCMANUS/4.1	5/4/2010 - 5/27/2010	PER MS RULE 1101
MOSHER, ABRAHAM	IPS-HEALTHCARE/ MARIGOLD/7.0	3/23/2010 - 5/1/2010	PER CBA 5.12
DORGHALLI, RANIA	CAFETERIA ASST/EWE/2.0	5/10/2010 - 5/27/2010	PER CBA 5.12

MINUTES

RESIGNED THIS POSITION ONLY

KRAUSE, MICHELLE	PARENT CLASSROOM AIDE- RESTRICTED/SIERRA VIEW/.5	8/10/2010	VOLUNTARY RESIGNATION
TINER, KAYCI	PARENT CLERICAL AIDE- RESTRICTED/SIERRA VIEW/.5	8/10/2010	VOLUNTARY RESIGNATION

RESIGNATIONS/TERMINATIONS

ABARA, DIANA	PARENT CLASSROOM AIDE- RESTRICTED/MCMANUS/3.0	5/27/2010	RESTRICTED RELEASED
PHIPPS, COLLEEN	PARENT CLASSROOM AIDE- RESTRICTED/CITRUS/2.0	5/27/2010	RESTRICTED RELEASED
ABREGO, NORMA	TARGETED CASE MANAGER- BIL/ROSEDALE/4.0	5/19/2010	VOLUNTARY RESIGNATION

(Consent Vote)

AYES: Reed, Rees, Thompson, Kaiser, Griffin

NOES: None

ABSENT: None

7. **DISCUSSION/ACTION CALENDAR****ITEMS REMOVED FROM CONSENT FOR FURTHER DISCUSSION:****Item 6.3.1. Consider Approval of the Consultant Agreement for Contract Employee**

Board Clerk Thompson's questions were addressed by Superintendent Staley. Board Clerk Thompson moved to approve the Consultant Agreement; seconded by Board Member Kaiser.

AYES: Reed, Rees, Thompson, Kaiser, Griffin

NOES: None

ABSENT: None

Item 6.4.1. Consider Approval of Contract with School Services of California to Provide Panel Member for Fact Finding

Board Member Kaiser requested an overview of Fact Finding and Board Clerk Thompson asked for an explanation of costs. Assistant Superintendent Feaster provided an overview of Fact Finding and Fiscal Advisor Sheila Vickers provided an explanation of costs. Board President Reed asked Sheila Vickers to explain to teacher's requests of why there had been no response to CUTA's offer. Sheila Vickers explained the offer was received during mediation and when in mediation, items/discussions are confidential. CUTA President John Jenswold and CTA Representative Mike Higginson stated CUTA had given the proposal to the mediator outside the mediation process. Board President Reed cautioned the Board could not negotiate in public and suggested the discussion end. Board Clerk Thompson moved to approve the contract with School Services of California; seconded by Board Member Kaiser.

AYES: Reed, Rees, Thompson, Kaiser, Griffin

NOES: None

ABSENT: None

7.1. **GENERAL**1. **Discussion/Action: Reports from Employee Groups Regarding Negotiations**

At 7:13 p.m. Board President Reed provided a history of the reports from employee groups and noted this agenda item was to inquire if groups felt the reports should be continued. CSEA President Susie Cox, CUTA President John Jenswold, CUMA Co-President Pete Van Buskirk, and District Representative Bob Feaster all stated they would like to continue the reports. CUTA President John Jenswold asked if there were going to be reports presented tonight. Board President Reed asked if the groups were prepared. CUMA, CUTA, and the district were prepared. Board President Reed stated the Board would finish voting on this agenda item, take a five minute break and then return to hear the employee reports. Board Member Kaiser moved to continue the reports from the employee groups regarding negotiations starting tonight; seconded by Board Clerk Thompson.

AYES: Reed, Rees, Thompson, Kaiser, Griffin

NOES: None

ABSENT: None

MINUTES

At 7:25 p.m. Board President Reed announced a five minute break.

At 7:30 p.m. Board President Reed called the meeting to order and asked to hear the reports from the employee groups. Assistant Superintendent Feaster presented information from the district. CUMA Co-President VanBuskirk presented information from CUMA. CSEA President Cox stated she had no report. CUTA President Jenswold presented information from CUTA.

7.2 EDUCATIONAL SERVICES

1. **Information: Grants and Resource Development Update**

At 7:37 p.m. Teacher on Special Assignment Liz Metzger presented a PowerPoint and an update on grants and resource development.

2. **Information: Safe Schools Update**

At 7:53 p.m. Director Bernard Vigallon presented a brief overview of 2009-2010 safe school activities and the goals for 2010-2011.

3. **Information: Chico Country Day School Proposition 39/Proposition 1D Update**

At 8:05 p.m. Principal John Bohannon and Coordinator Julie Kistle presented an update on Chico Country Day School and Proposition 39 and Proposition 1D. At 8:15 p.m. the floor was open for public comment and there were no comments.

7.3 BUSINESS SERVICES

1. **Discussion/Action: Board Policy 1330, Use of School Facilities**

At 8:16 p.m. Assistant Superintendent Combes presented an update to Board Policy 1330 and asked that the agenda item be moved to **Information Only**, with discussion/action moved to the September 1 Board meeting. Assistant Superintendent Combes stated the revised Board Policy would be posted on the CUSD website and encouraged the Board and the public to email questions/comments to her.

2. **Information: Summer Project Progress During Summer Break**

At 9:07 p.m. Interim Director Kip Hansen presented an update on the project progress made under the direction of the Maintenance & Operations department over the summer of 2010.

3. **Information: Facilities Update – Project Progress During Summer Break**

At 9:12 p.m. Director Michael Weissenborn presented an update on the status of projects which were completed, or are currently in progress, over the summer of 2010.

4. **Information: Refinancing of 1998 Construction Bonds**

At 9:22 p.m. Assistant Superintendent Combes discussed the feasibility of refinancing 1998 Series A and 1998 Refunding of General Obligation Bonds.

7.4 HUMAN RESOURCES

1. **Discussion/Action: Consider Approval of Resolution 1120-10, To Allow Teachers with a Multiple Subject Credential to Teach a Specific Subject Below Grade 9**

At 9:25 p.m. Assistant Superintendent Feaster presented information on Resolution 1120-10. Board Member Kaiser moved to approve Resolution 1120-10; seconded by Board Vice President Rees.

AYES: Reed, Rees, Thompson, Kaiser, Griffin

NOES: None

ABSENT: None

2. **Discussion/Action: Consider Approval of Resolution 1121-10, To Allow Junior High Teachers with a Single Subject Credential to Teach Outside Their Credential Area Based on Appropriate Coursework**

At 9:30 p.m. Assistant Superintendent Feaster presented information on Resolution 1121-10. Board Member Kaiser moved to approve Resolution 1121-10; seconded by Board Member Griffin.

AYES: Reed, Rees, Thompson, Kaiser, Griffin

NOES: None

ABSENT: None

MINUTES

3. **Discussion/Action: Consider Approval of Resolution 1122-10, To Allow A Credentialed Teacher to Teach any Single Subject Class Based on Appropriate Coursework**

At 9:34 p.m. Assistant Superintendent Feaster presented information on Resolution 1122-10. Board Clerk Thompson moved to approve Resolution 1122-10; seconded by Board Member Kaiser.

AYES: Reed, Rees, Thompson, Kaiser, Griffin

NOES: None

ABSENT: None

8. **ITEMS FROM THE FLOOR**

At 9:41 p.m. Parent Representative Michael Schooling invited the Board and parents to join the PTA.

9. **ANNOUNCEMENTS**

At 9:42 p.m. Board President Reed announced that a protocol had been added to the Governance Handbook and copies distributed. She also noted that the subject for discussion at the October Board Workshop would be changing from a discussion of the Arts to a discussion of the district goals and expectations and academic achievement at the high school level with the expectation that the Board would continue with an ongoing series on academic issues at all grade levels at future meetings. The Superintendent should be notified if this change is not agreeable.

Board Member Griffin distributed an excerpt from the book *The Death and Life of the Great American School System*, by Diane Ravitch, and encouraged reading.

Board Clerk Thompson announced she was delighted with the change in the student reports format.

10. **ADJOURNMENT**

At 9:47 p.m. Board President Reed adjourned the meeting.

:mm

APPROVED:

Board of Education

Administration

MINUTES

1. CALL TO ORDER

At 5:00 p.m. Board President Reed called the September 1, 2010, Special Meeting to order at Loma Vista School, 2404 Marigold Avenue, in the Multi-Purpose Room and announced the Board was moving into Closed Session.

Present: Reed, Rees, Thompson, Kaiser

Absent: Griffin

2. CLOSED SESSION**2.1. Conference with Legal Counsel**

Anticipated Litigation
Significant exposure to litigation pursuant to Government Code Section 54954.5(b)
Two cases

Attending:

Kelly Staley, Superintendent
Bob Feaster, Assistant Superintendent
Jan Combes, Assistant Superintendent
John Bohannon, Principal
John Yeh, Attorney at Law

2.2. Update on Labor Negotiations

Employee Organizations:

Representatives:

CUTA
CSEA, Chapter #110
Kelly Staley, Superintendent
Bob Feaster, Assistant Superintendent
Jan Combes, Assistant Superintendent
Ron Bennett, Consultant

2.3. Public Employee Appointment

Per Government Code §54957
Title: Assistant Superintendent, Business Services

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

At 6:07 p.m. Board President Reed called the September 1, 2010, Special Meeting to order.

3.2 Report Action Taken in Closed Session

Board President Reed stated there was nothing to report from Closed Session.

4. CONSENT CALENDAR

At 6:10 p.m. Board President Reed asked if anyone would like to pull a consent item for further discussion. Board Member Kaiser asked to pull Item 4.1.8. and Citizen Eileen Robinson asked to pull Item 4.1.6. Board Vice President Rees moved to approve the remaining consent items; seconded by Board Member Kaiser.

4.1. EDUCATIONAL SERVICES

- 4.1.1 The Board approved the Expulsion Clearance of Students with the Following IDs: 37382, 38130, 50187, 63921
- 4.1.2 The Board approved the Field Trip Request for the CHS Ag/FFA to attend the Chapter Officer Leadership Contest in Camp Tehama from 9/18/10-9/20/10
- 4.1.3 The Board approved the Consultant Agreement with Dan Gobba to assist with the practical application components of the CPA Building Trades and Construction grant at FVHS
- 4.1.4 The Board approved the Consultant Agreement with Boys and Girls Club of the North Valley to implement the 21st Century After School Program for Academy for Change's (AFC) 7th and 8th grade students
- 4.1.5 The Board approved the Consultant Agreement with Butte County Office of Education to provide technical assistance to fully implement Correction Action Sanction F
- 4.1.6 This item was pulled for further discussion
- 4.1.7 The Board approved the Consultant Agreement with Paradise Dancers to provide instruction to students
- 4.1.8 This item was pulled for further discussion

MINUTES

4.2. HUMAN RESOURCES

4.2.1. The Board approved the Certificated Human Resources Actions

Name/Employee #	Assignment	Effective	Comment
<u>2010/11 Probationary Appointment(s) According to Board Policy</u>			
Shimp, Alyeska	Speech	August 9, 2010	0.4 FTE Probationary Appointment
Shimp, Alyeska	Speech	September 1, 2010	0.6 FTE Probationary Appointment (increasing to 1.0 FTE)
<u>2010/11 Temporary Appointment(s) According to Board Policy</u>			
Aguilar, Juan	Elementary	1 st Semester 2010/11	0.2 FTE Temporary Appointment)
Allen, Joanna	Psychologist	2010/11	0.1 FTE Temporary Appointment (in addition to current 0.9 FTE position)
Dunsmoor, Jeanine	Secondary	1 st Semester 2010/11	0.4 FTE Temporary Appointment (in addition to current 0.6 FTE temporary position)
Hansen, Annalisa	Secondary	1 st Semester 2010/11 (beginning 8/20/10)	0.4 FTE Temporary Appointment (in addition to current 0.6 FTE temporary position)
Lampkin, Rosann	Psychologist	2010/11	0.2 FTE Temporary Appointment (in addition to current 0.6 FTE position)
Quinto, Terry	Psychologist	2010/11	0.2 FTE Temporary Appointment (in addition to current 0.6 FTE temporary position)
Sasaki, Joshua	Secondary	1 st Semester 2010/11	0.6 FTE Temporary Appointment
Schmidt, Regina	Special Education	1 st Semester 2010/11	0.5 FTE Temporary Appointment
Smyth, Mary Lynn	Elementary PE	1 st Semester 2010/11 (beginning 8/26/10)	.20 FTE Temporary Appointment
Southam, Kirsten	Elementary PE	1 st Semester 2010/11 (beginning 8/31/10)	.02 FTE Temporary Appointment (in addition to current 0.2 FTE position)
Stager, Linda	Psychologist	2010/11	0.15 FTE Temporary Appointment (in addition to current 0.65 FTE position)
<u>Retirements/Resignations</u>			
Cannon, Marilyn	Elementary	June 1, 2010	Retirement
<u>Rescission of Leave Request</u>			
Southam, Kirsten	Elementary PE	2010/11	Rescind 0.2 FTE Leave Request

(Consent Vote)

AYES: Reed, Rees, Thompson, Kaiser

NOES: None

ABSENT: Griffin

MINUTES

5. **DISCUSSION/ACTION CALENDAR****ITEMS REMOVED FROM CONSENT FOR FURTHER DISCUSSION:****Item 4.1.6. Consider Approval of the Consultant Agreement with the Chico Area Recreation and Park District (CARD) for ASES/21st Century After School Programs**

Citizen Eileen Robinson voiced her support for the CARD After School Programs. Board Member Kaiser made a motion to approve the Consultant Agreement with the Chico Area Recreation and Park District (CARD); seconded by Board Vice President Rees.

AYES: Reed, Rees, Thompson, Kaiser

NOES: None

ABSENT: Griffin

Item 4.1.8. Consider Approval of the Consultant Agreement with the Nor Cal Field Hockey Association to provide officials for field hockey games

Board Member Kaiser pulled this Consultant Agreement to announce a typo in how the officials are paid. Officials are paid per game as follows: Varsity (1 game) \$54; Non-Varsity (1 game) \$29; and Var./JV (1 game each) \$6 and they will not exceed a cost greater than \$6,000. Board Member Kaiser made a motion to approve the Consultant Agreement with the Nor Cal Field Hockey Association with the correction noted; seconded by Board Vice President Rees.

AYES: Reed, Rees, Thompson, Kaiser

NOES: None

ABSENT: Griffin

5.1 **EDUCATIONAL SERVICES**5.1.1. **Information: Tour of Loma Vista Facilities and Update on CUSD Special Education Programs and Services**

At 6:15 p.m. Director David Scott, Principal Eric Snedecker, and Vice Principal Jeaner Kassel presented a PowerPoint overview of Special Education Programs and Services provided by CUSD. At 7:30 p.m. the Board accepted questions/comments from the floor. Citizen Ron Sherman questioned federal funding, Parent Maria Sayer discussed changes in Special Ed programs offered at public schools and CSEA President Suzie Cox questioned the job title "Itenerant Teacher".

At 7:40pm Board President Reed announced a 15 minute break and for those interested, a tour of the Loma Vista facility.

5.1.2. **Information/Public Hearing/Discussion: Wildflower Open Classroom Charter Petition Public Hearing**

At 7:58 p.m. Principal and Charter Liaison John Bohannon reviewed charter petition procedures and introduced Ellie Ertle, who presented a PowerPoint on the Wildflower Open Classroom vision and goals. At 8:10 p.m. questions from the Board were addressed by Ms. Ertle. At 8:20 p.m. the Public Hearing was open. Four parents voiced support for the charter. At 8:25 p.m. the Public Hearing was closed. Board President Reed explained the charter petition will go to the District Charter Review Committee and staff would return in 30-60 days with a recommendation to the Board.

5.2 **HUMAN RESOURCES**5.2.1. **Discussion/Action: Consider Approval of Resolution per Education Code 44256(b) – Resolution 1124-10, To Allow Teachers with a Multiple Subject Credential to Teach a Specific Subject below Grade 9**

At 8:28 p.m. Assistant Superintendent Feaster presented information on Resolution 1124-10 and addressed questions. Board Member Kaiser moved to approve Resolution 1124-10; seconded by Board Vice President Rees.

AYES: Reed, Rees, Thompson, Kaiser

NOES: None

ABSENT: Griffin

MINUTES

5.2.2. **Discussion/Action: Consider approval of a subsequent Variable Term Waiver Request for a Designated Subject Special Services: Driver Education and Driver Training Credential for Certificated Employee Steven S. Sheridan**

At 8:30 p.m. Assistant Superintendent Feaster presented information on the subsequent variable term waiver request. Board Member Kaiser moved to approve the subsequent variable term waiver; seconded by Board Vice President Rees.

AYES: Reed, Rees, Thompson, Kaiser

NOES: None

ABSENT: Griffin

5.3 GENERAL

5.3.1. **Discussion/Action: 2nd Reading and Approval of Revised/Updated/New Board Policies**

At 8:32 p.m. the following Board Policies were pulled for further discussion: 1330, 2210, 3280, 3515.2, 4127, 4161, 5131, 5145.11, 5145.3, 6142.7, 6145, 6145.2, 6173.1, BB 9322 and BB 9323. Board Clerk Thompson moved to approve those Board Policies not pulled; seconded by Board Member Kaiser.

AYES: Reed, Rees, Thompson, Kaiser

NOES: None

ABSENT: Griffin

ITEMS REMOVED FOR FURTHER DISCUSSION:

BP 1330, Use of School Facilities

At 8:38 p.m. Assistant Superintendent Combes presented an amendment to BP 1330 adding the following paragraph: "School-sponsored programs, including student body activities and meetings, parent/teachers' associations, parent booster clubs, school employee organizations and school advisory councils may use district facilities at no charge except for the cost of other employees (custodial, food services, or other) who might be needed during that organization's use." Assistant Superintendent Combes also recommended a Facility Use Committee be developed to operate under the direct supervision of the Assistant Superintendent to 1) develop Administrative Regulation 1330 and 2) Review Current Joint Use Agreements. Board Clerk Thompson moved to approve BP 1330 with the amendment; seconded by Board Vice President Rees.

AYES: Reed, Rees, Thompson, Kaiser

NOES: None

ABSENT: Griffin

BP 2210, Administrative Discretion Regarding Board Policy

At 9:02 p.m. Board Clerk Thompson proposed replacing paragraphs 2, 3, and 4 with the following CSBA language: "If the matter involves a policy decision where controversy is foreseeable, or a matter that has a significant impact on student learning or safety, the Superintendent or designee shall notify the Board as soon as practicable after its occurrence. The Board president and the Superintendent shall schedule a review of the action at the next regular Board meeting. If the action indicates the need for additions or revisions to Board policies, the Superintendent or designee shall make the necessary recommendations to the Board." Board Clerk Thompson moved to adopt BP 2210 with the amendment; seconded by Board Member Kaiser.

AYES: Reed, Rees, Thompson, Kaiser

NOES: None

ABSENT: Griffin

BP 3280, Sale or Lease of District-Owned Real Property

At 9:10 p.m. Board Member Kaiser questioned adoption by a two-thirds vote. Assistant Superintendents Feaster and Combes clarified. Board Member Kaiser moved to approve BP 3280; seconded by Board Clerk Thompson.

AYES: Reed, Rees, Thompson, Kaiser

NOES: None

ABSENT: Griffin

MINUTES

BP 3515.2, Disruptions

At 9:12 p.m. Board Member Kaiser had questions regarding vandalism which were addressed by Assistant Superintendent Combes and Director Bernard Vigallon. Board Member Kaiser moved to approve BP 3515.2; seconded by Board Clerk Thompson.

AYES: Reed, Rees, Thompson, Kaiser

NOES: None

ABSENT: Griffin

BP 4127, Temporary Athletic Team Coaches

At 9:15 p.m. Board President Reed recommended a change in the order of the paragraphs; questions were addressed by Assistant Superintendent Feaster. Board Member Kaiser moved to approve BP 4127 with the change in the order of the paragraphs; seconded by Board Vice President Rees.

AYES: Reed, Rees, Thompson, Kaiser

NOES: None

ABSENT: Griffin

BP 4161, Leaves

At 9:24 p.m. Board Clerk Thompson asked why “long-term” was removed from the first sentence in the first paragraph under Long-Term Leaves. Board President Reed suggested “long-term” should stay. Further questions from Board Clerk Thompson and Board Member Kaiser were addressed by Assistant Superintendent Feaster and Director David Koll. Board Clerk Thompson moved to approve BP 4161 with “long-term” remaining in the first sentence in the first paragraph; seconded by Board Member Kaiser.

AYES: Reed, Rees, Thompson, Kaiser

NOES: None

ABSENT: Griffin

BP 5131, Conduct

At 9:32 p.m. Board Member Kaiser’s questions were addressed by Director Vigallon. Board Member Kaiser suggested the following change to the last sentence in the description of Cyberbullying: “Cyberbullying also includes breaking into another person’s electronic account and assuming another person’s identity.” Board Member Kaiser moved to approve BP 5131 with the amendment; seconded by Board Clerk Thompson.

AYES: Reed, Rees, Thompson, Kaiser

NOES: None

ABSENT: Griffin

BP 5145.11, Questioning and Apprehension by Law Enforcement

At 9:40 p.m. Board President Reed’s questions were addressed by Director Vigallon. The following sentence will be added to the end of the second paragraph: “The student will be advised of this option.” Board Clerk Thompson moved to approve BP 5145.11 with the amendment; seconded by Board Member Kaiser.

AYES: Reed, Rees, Thompson, Kaiser

NOES: None

ABSENT: Griffin

BP 5145.3, Non-discrimination/Harassment

At 9:45 p.m. Board Member Kaiser questioned why an employee “may be” subject to disciplinary action in the fifth paragraph. Assistant Superintendent Feaster suggested the following change to the last sentence in the fifth paragraph: An employee who permits or engages in harassment or prohibited discrimination “is” subject to disciplinary action, up to and including dismissal. Board Member Kaiser moved to approve BP 5145.3 with the amendment; seconded by Board Clerk Thompson.

AYES: Reed, Rees, Thompson, Kaiser

NOES: None

ABSENT: Griffin

MINUTES

BP 6142.7, Physical Education and Activity

At 9:52 p.m. Board Member Kaiser and Board President Reed questioned exemptions from PE. Superintendent Staley addressed the questions. Board Member Kaiser moved to approve BP 6142.7; seconded by Board Clerk Thompson.

AYES: Reed, Rees, Thompson, Kaiser

NOES: None

ABSENT: Griffin

BP 6145, Extracurricular and Cocurricular Activities

At 10:00 p.m. Board Member Kaiser questioned the language used in the first paragraph on page 2 of 2. The suggestion was to replace “poor citizenship” with “inappropriate behavior”. Board President Reed suggested deleting the last heading and the last paragraph, “The Board shall annually review this policy.” Board Vice President Rees moved to approve BP 6145 with the amendments; seconded by Board Member Kaiser.

AYES: Reed, Rees, Thompson, Kaiser

NOES: None

ABSENT: Griffin

BP 6145.2, Athletic Competition

At 10:03 p.m. Board Member Kaiser questioned the use/distribution of “Pursuing Victory with Honor”. Superintendent Staley addressed the question and Board President Reed suggested removing “in its publication Pursuing Victory with Honor.” from the second paragraph under the heading Sportsmanship. Board Clerk Thompson moved to approve BP 6145.2 with the amendment; seconded by Board Member Kaiser.

AYES: Reed, Rees, Thompson, Kaiser

NOES: None

ABSENT: Griffin

BP 6173.1, Education for Foster Youth

At 10:05 p.m. Board Member Kaiser questioned transportation costs; Director Scott addressed the question. Board Member Kaiser moved to approve BP 6173.1; seconded by Board Vice President Rees

AYES: Reed, Rees, Thompson, Kaiser

NOES: None

ABSENT: Griffin

BB 9322, Agenda/Meeting Materials

At 10:10 p.m. Board Clerk Thompson questioned why the timeline was changing to one calendar month. Superintendent Staley explained there was only one regular meeting per month, and due to scheduling issues, the notice is needed. Board President Reed suggested striking the word “merely” from the third sentence of the third paragraph under the heading “Agenda Preparation”. Board Member Kaiser moved to approve BB 9322 with the amendments; seconded by Board Clerk Thompson.

AYES: Reed, Rees, Thompson, Kaiser

NOES: None

ABSENT: Griffin

BB 9323, Meetings Conduct

At 10:15 p.m. Board Clerk Thompson questioned why speakers’ time was being reduced to three minutes. It was suggested the time allowed stay at five (5) minutes. Board President Reed suggested the following two paragraphs replace the two paragraphs under the heading “Items on the Agenda”: “The Board shall give members of the public an opportunity to address the Board either before or during the Board’s consideration of each item of business to be discussed at regular or special meetings. (Education Code 35145.5, Government Code 54954.3) Individual speakers will be allowed up to five (5) minutes to address the Board. Speakers will not be allowed to yield their time to other speakers. Each person who addresses the Board must first be recognized by the presiding officer and is requested to give his/her name. Comments must be directed to the Board as a whole and not to individual members or to district employees.

MINUTES

In the case of numerous requests to address the same item, the Board may select representatives to speak on each side of the item and/or reduce the allowed time to up to three (3) minutes for each person to address the Board to allow more persons the opportunity to speak on the topic.”

Board Member Kaiser moved to approve BB 9323 with the amendments; seconded by Board Vice President Rees.

AYES: Reed, Rees, Thompson, Kaiser

NOES: None

ABSENT: Griffin

6. ADJOURNMENT

At 10:28pm the meeting was adjourned.

:mm

APPROVED:

Board of Education

Administration

DONATIONS/GIFTS

Donor	Item	Recipient
North Valley Community Foundation	\$2,000.00	Loma Vista Autism Program
Mr. and Mrs. Lopez	\$25.00	Loma Vista Speech
Mr. and Mrs. Schmidt	\$30.00	Loma Vista Speech
Mr. and Mrs. MaCarthy	\$100.00	Loma Vista Speech
Mr. and Mrs. Stephens	\$50.00	Loma Vista Speech
Lisa Fanos	\$50.00	Loma Vista Speech
Billy Stephens	\$100.00	Loma Vista Speech
Sue Hegedus	Paint & Supplies @ \$147.00	Hooker Oak K-8
Max Colson	\$500.00	Hooker Oak K-8
Molly Amick	\$100.00	Hooker Oak K-8
Moirra McInnis Kehoe	\$25.00	Hooker Oak K-8
Little Red Hen	\$700.00	Little Chico Creek
Adam Bakker	\$115.50	Neal Dow Elementary
Master Azad/Azad's Martial Arts	\$100.00	Rosedale Elementary
Remedy Life Church	25 Backpacks @ \$875.00	Rosedale Elementary
Costco	Backpacks @ \$500.00	Rosedale Elementary
Shasta PTO	\$1,000.00	Shasta Elementary
Donna Hitchens & Nancy Davis	Ink Jet Printer @ \$150.00	Sierra View Elementary
Ken & Danelle Campbell	\$20.00	Sierra View Elementary
Marcelle Gregoire	\$20.00	Sierra View Elementary
City of Chico	40 tickets @ \$120.00	Sierra View Elementary
Mark & Melissa Roberts	\$25.00	Sierra View Elementary
Stephen & Karen Montana	\$20.00	Sierra View Elementary
Stephanie Nixon	\$13.00	Sierra View Elementary
Jeff & Nell Weast	\$10.00	Sierra View Elementary
Kevin & Ann Welch	\$20.00	Sierra View Elementary
Pam & Gary Willis	\$200.00	Sierra View Elementary
Butte Creek Foundation/John Burghardt	40 tickets @ \$120.00	Sierra View Elementary
Enloe Medical Center -		
Outlaw Ticket Fundraiser	\$1,000.00	Sierra View Elementary
Darla Edwards & Mikayla	\$10.00	Chico Jr. High
Diane Kielpinski Johnson & Anna	\$10.00	Chico Jr. High
Michelle & Stephen Dean & Stevie	\$10.00	Chico Jr. High
Eric Hitchcock & Sonia	\$20.00	Chico Jr. High
Cindy & Arthur Cox & Nicole	\$20.00	Chico Jr. High
Thomas & Nancy Masterson	Miscellaneous Computer Items	Marsh Jr. High
Charlie Copeland & Sally Foltz	Books @ \$655.00	PVHS Library
Joel Warnick	DVDs & Printer @ \$210.00	PVHS Library
Debbie Travers	Books @ \$108.00	PVHS Library
Michelle Martin	Books @ \$164.00	PVHS Library
Mary Jo Brown	Books @ \$61.00	PVHS Library
Terry Lauten	Book @ \$9.00	PVHS Library
Leslie Keller	Book @ \$17.00	PVHS Library
All Metals Supply, Inc.	Misc. steel scrap metal @ \$400.00	PVHS IT Dept.
Chico Running Club	\$2,500.00	PVHS Cross Country
Anonymous	\$80.00	PVHS Boys Basketball
Kohl's	\$500.00	PVHS Track
Franky's/Nick Andrew	\$200.00	PVHS Football

PROPOSED AGENDA ITEM: Rosedale Elementary School – 6th Grade Environmental Hike to Mt. Lassen national Park

Prepared by: Claudia de la Torre, Principal *CDT*
Roy Tadeo & Adan Mota – 6th Grade Teacher

Consent

Information Only

Board Date: September 15, 2010

Discussion/Action

Background Information

The Rosedale 6th graders would like to visit Mt. Lassen National Park for a hiking and camping trip. We would depart Rosedale at 8:30 a.m., set up camp and hike a trail. We will have a study session, prepare dinner and camp overnight. The next day we will eat breakfast, take down camp and hike again. We will be back on campus by 1:00 p.m.

Education Implications

6th Grade study; Earth Science

The most exciting part of this field trip is the volcano, but there are many other aspects of Earth Science clearly evident in the park such as rocks, weather and erosion. Grade 6 Earth Science Standards Set 1, 2, 4, 5, & 6. Ref: Science Framework for California Public Schools K through Grade 12, 2004 California Department of Education.

Fiscal Implications

We are asking for donations to cover food costs

Additional Information

We will have one adult for every 5 -6 students.

DO Recommendation: _____

Janne Landry

CHICO UNIFIED SCHOOL DISTRICT

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

7.2.2.
Page 2 of 2

FIELD TRIP REQUEST

TO: CUSD Board of Education

Date: September 1, 2010

FROM: Claudia de la Torre

School/Dept.: Rosedale Elementary School

SUBJECT: Field Trip Request

Request is for Rosedale Sixth Grade classes

Destination: Mt. Lassen National Park Activity: Science Camp

From September 30, 2010/8:30 a.m. to October 1, 2010/1:00 p.m.

Rationale for Trip: California Earth Science Standard, Sets 1, 2, 4, 5 & 6

Number of Students Attending: 62 Teachers Attending: 2 Parents Attending: 7 - 8

Student/Adult Ratio: 1:6

Transportation: Private Cars **XX** CUSD Bus _____ Charter Bus Name _____
Other: _____

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

ESTIMATED EXPENSES:

Fees \$600.00 Substitute Costs \$ _____ Meals \$ _____

Lodging \$ _____ Transportation \$ _____ Other Costs \$ _____

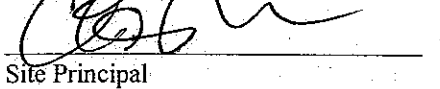
ACCOUNT NAME(S), NUMBER(S) and AMOUNT(S):

Name Sixth Grade Account Acct. #: 01-0024-0-1304-4900-260 \$600.00

Name _____ Acct. #: _____ \$ _____


Requesting Party

9/4/10
Date


Site Principal

9-8-10
Date

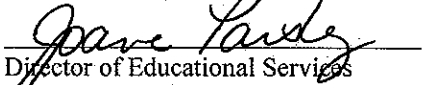
Approve/Minor Do not Approve/Minor
or
 Recommend/Major Not Recommended/Major

Director of Transportation

Date

(If transporting by bus or Charter)

IF MAJOR FIELD TRIP


Director of Educational Services

9-8-10
Date

Recommend Not Recommended

Board Action

Date

Approved Not Approved

PROPOSED AGENDA ITEM: Chico FFA National Convention Trip

Prepared by: Quinn Mendez

Consent

Board Date 9-15-10

Information Only

Discussion/Action

Background Information

The National FFA Convention is the largest student gathering in the nation. Over 50,000 members meet to take part in career development events and leadership workshops. This convention has been approved by the National Association of Secondary School Principals (NASSP).

Education Implications

The students traveling to National Convention will get first hand experience in agriculture outside of California. There are national speakers who will be presenting leadership skills and career development workshops.

Fiscal Implications

None. The North Valley Foundation account set up for Agriculture will be paying all expenses.

Additional Information

As the agriculture instructor, I will be attending this convention with the four students who were interviewed and qualified to attend this convention. We will be traveling to Indianapolis via plane along with many other California FFA members. This is a once in a lifetime experience and will be looked upon as an educational and fun experience.

RECEIVED

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(530) 891-3000

7.2.3.
Page 2 of 2

AUG 30 2010

SUPERINTENDENT'S OFFICE
CHICO UNIFIED SCHOOL DISTRICT

FIELD TRIP REQUEST

TO: CUSD Board of Education

Date: 9/15/10

FROM: Quinn Mendez

School/Dept.: CHS Ag/FFA

SUBJECT: Field Trip Request

Request is for Chico FFA
(grade/class/group)

Destination: Indianapolis, Indiana Activity: National FFA Convention

from 10/26/10 / 6:00am to 10/30/10 / 8:00pm
(dates) / (times) (dates) / (times)

Rationale for Trip: Attending National FFA convention to advance Leadership knowledge of students and advisors.

Number of Students Attending: 4 Teachers Attending: 1 Parents Attending: 0

Student/Adult Ratio: 4:1

Transportation: Private Cars CUSD Bus _____ Charter Bus Name _____
Other: Airline travel and rental car and Ag truck (Chico to Sacramento and return)

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

ESTIMATED EXPENSES:

Fees \$200.00 (includes lodging and meals) Substitute Costs \$240.00 Meals \$ _____
Lodging \$450.00 Transportation \$2,000.00 Other Costs \$ _____

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

Name NVF Ag Acct. #: _____ \$ 2,650.00
Name Ag Dist Acct. #: _____ \$ 240.00

Requesting Party Quinn Mendez Date 9/20/10

Site Principal Debra Harbo Date 8/30/10 Approve/Minor Do not Approve/Minor
or Recommend/Major Not Recommended/Major
(If transporting by bus or Charter)

Director of Transportation n/a Date _____

IF MAJOR FIELD TRIP

Director of Educational Services Shirley Date 8-30-10 Recommend Not Recommended
 Approved Not Approved

Board Action _____ Date _____

PROPOSED AGENDA ITEM: Approval of Field Trip to Pollock Pines 9/24/10-9/26/10

Prepared by: Sue Delgado

Consent

Board Date 9/15/2010

Information Only

Discussion/Action

Background Information

Sounds of the Foothill Barbershop Choir has volunteered to send four of our choir boys to their Barbershop Harmony Camp in Pollock Pines. They would leave on September 24th and return on September 26th.

Education Implications

The boys will work with professional singers and have coaching and lessons, rehearsals, then sing in a concert and get to hear the 2008 International Barbershop Champions - "OC Times".

Fiscal Implications

None...Sounds of the Foothill is picking up all of the costs.

Additional Information

This event is being held at the Sly Park Environmental and Educational Center in Pollock Pines.

CHICO UNIFIED SCHOOL DISTRICT

1163 East Seventh Street
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(530) 891-3000

7.2.4.
Page 2 of 2

FIELD TRIP REQUEST

TO: CUSD Board of Education

Date: September 15, 2010

FROM: Sue Delgado

School/Dept.: CHS Vocal Music

SUBJECT: Field Trip Request

Request is for Choir Members

(grade/class/group)

Destination: Pollock Pines

Activity: Barbershop Harmony Camp

from September 24 / 3:15pm
(dates) / (times)

to

September 26 / 6:00pm
(dates) / (times)

Rationale for Trip: To learn to sing harmony and hear a concert. To get lessons and perform a concert.
To bond with other male singers (175+).

Number of Students Attending: 4 Teachers Attending: 1 Parents Attending: Possibly 2 for the concert

Student/Adult Ratio: 4:1 or 4:3

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

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

ESTIMATED EXPENSES:

Fees \$ None Substitute Costs \$ _____ Meals \$ _____

Lodging \$ _____ Transportation \$ _____ Other Costs \$ _____

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

Name _____ Acct. #: _____ \$ _____

Name _____ Acct. #: _____ \$ _____

Sue Delgado
Requesting Party

9-1-10
Date

[Signature]
Site Principal

9/7/10
Date

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

n/a
Director of Transportation

Date

IR MAJOR FIELD TRIP
[Signature]
Director of Educational Services

9-9-10
Date

Recommend Not Recommended
 Approved Not Approved

Board Action

Date

PROPOSED AGENDA ITEM: Field Trip Request

Prepared by: Charles Copeland

Consent

Board Date September 15, 2010

Information Only

Discussion/Action

Background Information

Annual trip to Samwel Cave - Shasta National Recreation Area for the International Baccalaureate Class of 2011. September 25 - 26, 2010

Education Implications

Provides affiliation and challenge for honors group of students. We will take students into unfamiliar and challenging environments.

Fiscal Implications

None - parent drivers will be utilized

Additional Information

CHICO UNIFIED SCHOOL DISTRICT

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

7.2.5.
Page 2 of 2

FIELD TRIP REQUEST

TO: CUSD Board of Education

Date: September 15, 2010

FROM: IB Seniors/Mr. Silva

School/Dept.: PVHS IB Department

SUBJECT: Field Trip Request

Request is for IB Seniors

(grade/class/group)

Destination: Samwel Cave

Activity: Spelunking - Group Affiliation Activity

from September 25 / 8:00am
(dates) / (times)

to

September 26 / noon
(dates) / (times)

Rationale for Trip: Challenge IB students in a new environment and to allow additional friendships to develop.

Number of Students Attending: 25 Teachers Attending: 3 Parents Attending: 6

Student/Adult Ratio: 4:1

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

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

ESTIMATED EXPENSES:

Fees \$ None Substitute Costs \$ _____ Meals \$ _____

Lodging \$ _____ Transportation \$ _____ Other Costs \$ _____

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

Name _____ Acct. #: _____ \$ _____

Name _____ Acct. #: _____ \$ _____

Mr. McManis
Requesting Party

9/1/2010
Date

Teacher - Sponsor
Mr. Silva

[Signature]
Site Principal

9/1/10
Date

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

n/a
Director of Transportation

Date

(If transporting by bus or Charter)

IF MAJOR FIELD TRIP
[Signature]
Director of Educational Services

9-3-10
Date

Recommend Not Recommended

Approved Not Approved

Board Action _____ Date _____

PROPOSED AGENDA ITEM: Field Trip Request for FVHS to Attend FNL Youth Summit

Prepared by: Sherri Boone

Consent

Board Date September 15, 2010

Information Only

Discussion/Action

Background Information

The FNL Youth Summit is designed to teach student leadership skills that carry over into their school and community. This is an annual event.

Educational Implications

This conference will teach students public speaking skills. We will plan and implement a community project regarding the dangers of underage drinking.

Fiscal Implications

This conference is paid for by Butte County Behavioral Health.

CHICO UNIFIED SCHOOL DISTRICT

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

7.2.6.
Page 2 of 2

FIELD TRIP REQUEST

TO: CUSD Board of Education

Date: 9-9-10

FROM: Sherri Boone

School/Dept.: FVHS

SUBJECT: Field Trip Request

Request is for FNL Youth Summit
(grade/class/group)

Destination: Richardson Springs Activity: leadership conference

from Oct 7 2010 10:00 am to Oct 8 2010 5:00 pm
(dates) / (times) (dates) / (times)

Rationale for Trip: Annual conference for students to gain leadership skills and to learn about community projects

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

Student/Adult Ratio: 10:1

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

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

ESTIMATED EXPENSES:

Fees \$ Free Substitute Costs \$ _____ Meals \$ _____

Lodging \$ _____ Transportation \$ _____ Other Costs \$ _____

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

Name _____ Acct. #: _____ \$ _____

Name _____ Acct. #: _____ \$ _____

Sherri Boone 9-9-10
Requesting Party Date

[Signature] 9/9/10 Approve/Minor Do not Approve/Minor
Site Principal Date or Recommend/Major Not Recommended/Major

Director of Transportation _____ Date _____
(If transporting by bus or Charter)

IF MAJOR FIELD TRIP

[Signature] 9-9-10 Recommend Not Recommended
Director of Educational Services Date

Board Action _____ Date _____
 Approved Not Approved

PROPOSED AGENDA ITEM: Consultant agreement with Dovetail Learning, Inc.

Prepared by: Scott Lindstrom, Coordinator

Consent

Board Date 9/15/2010

Information Only

Discussion/Action

Background Information

Consultant agreement per Early Mental Health Initiative (EMHI) grant. Dovetail Learning will provide curriculum materials, initial and follow-up training, and consultation for implementing the Toolbox curriculum in elementary school classes at Emma Wilson, Little Chico Creek, Marigold, Neal Dow, and Parkview Schools. The new curriculum will be integrated with existing social-emotional learning curricula focused on enhancing school climate and building communication skills, empathy, problem-solving, and conflict resolution.

Education Implications

Enhancing school climate and positive classroom behavior, reducing social-emotional-behavioral barriers to learning. Establishing school-wide approaches to developing positive behaviors.

Fiscal Implications

Fully funded by EMHI grants.

Additional Information

Mandatory Instructions
(click to view)

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

Business Services Use Only
CA# _____
V# _____

CONSULTANT AGREEMENT

1. A completed BSI0a. "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: Dovetail Learning, Inc.
 Street Address/POB: S. Main Street #15
 City, State, Zip Code: Sebastopol, CA 95472
 Phone: _____
 Taxpayer ID/SSN: _____

This agreement will be in effect from: 09/16/10 to 05/28/11
 Location(s) of Services: (site) Chico USD

3. **Scope of Work to be performed:** (attach separate sheet if necessary)
 Provide 6 hours of initial training plus follow-up training and consultation for elementary guidance staff, teachers, and psychologists at Emma Wilson, Little Chico Creek, Marigold, Neal Dow, and Parkview. Dovetail will provide curriculum and supplemental materials for K-3 students and staff.
4. **Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant services:**
 All staff trained will utilize "Toolbox" curriculum and skills for enhancing character education, building building school community, increasing empathy and problem-solving skills, and managing behavioral issues. This program is a component of the CUSD Early Mental Health Initiative 2010 grant.
5. **Funding/Programs Affected:** (corresponding to accounts below)
 1) Elementary Guidance #14 (Early Mental Health Initiative grant)
 2) Elementary Guidance #16 (Early Mental Health Initiative grant)
 3)

6. **Account(s) to be Charged:**

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	25.00	01	7829	0	1110	3110	5800	14	740
2)	75.00	01	7831	0	1110	3110	5800	14	740
3)							5800	14	

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

8. **Payment to Consultant:** (for the above services, District will pay Consultant as follows)
 \$ 16,000.00 Per Unit, times 1.00 # Units = \$ 16,000.00 Total for Services
 (Unit: Per Hour Per Day Per Activity)

9. **Additional Expenses:**

	\$	
	\$	
	\$	
		Total for
		Addit'l Expenses
		0.00
		Grand Total
	\$	16,000.00

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)

Business Services Use Only
CA# _____
V# _____

Consultant Name: **Dovetail Learning, Inc.**

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

Kate Ecker Kate Ecker, Executive Director 9/3/10
(Signature of Consultant) (Print Name) (Date)

12. RECOMMENDED:

Scott Lindstrom Scott Lindstrom 9/3/10
(Signature of Originating Administrator) (Print Name) (Date)

13. APPROVED:

David Scott David Scott 09/08/2010
(Signature of District Administrator, or Director of Categorical Programs) (Print Name) (Date)

APPROVED:

Consultant Contract Employee
Scott Jones Scott Jones Director, Fiscal Services 9/08/10
(Signature of District Admin.-Business Services) (Print Name) (Date)

14. Authorization for Payment:

<p>CHECK REQUIRED (Invoice to accompany payment request):</p> <p><input type="checkbox"/> Partial Payment thru: _____ (Date)</p> <p><input type="checkbox"/> Full or Final Payment</p>	<p>DISPOSITION OF CHECK by Accounts Payable: (check released upon completion of services)</p> <p><input type="checkbox"/> Send to Site Administrator: _____ (Date check required)</p> <p><input type="checkbox"/> Mail to Consultant</p>
<p>\$ _____</p> <p>(Amount) (Originating Administrator Signature - Use Blue Ink) (Date)</p>	

PROPOSED AGENDA ITEM: CSU Chico Research Foundation

Prepared By: Janet Brinson

- Consent
- Information Only
- Discussion/Action

Board Date: September 15, 2010

Background Information

The Mathematic Professional Learning Community (MPLC) is a collaborative among Chico Unified School District (CUSD), Butte County Office of Education (BCOE), Chico Math Project (CMP) and California State University, Chico (CSUC) to provide quality mathematics professional development for teachers in grades 3-7.

Based on assessment of student performance, input from teachers, administrators and teacher leaders and research on student readiness for higher mathematics, the MPLC focuses on developing:

- (a) algebraic thinking in the K-7 curriculum; and
- (b) proportional reasoning across the content areas, while addressing teachers' understanding of the mathematics behind standards identified as being critical to developing competence in Algebra (Appendix E, Framework, 2006).

This is the third and final year of the grant.

Education Implications

The primary goal of the MPLC is to improve students' mathematical achievement by increasing teachers' understanding of pedagogical content knowledge (PCK). A secondary goal is to establish a culture of professional mathematics learning that brings together prospective and practicing K-12 teachers, administrators and university faculty.

Fiscal Implications

All grant activities will be paid from grant funds. There is no impact to the general fund.

Mandatory Instructions
(click to view)

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

7.2.8.
Page 2 of 3

Business Services Use Only
CA# _____
V# _____

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: CSU Chico Research Foundation
Street Address/POB: Building 25
City, State, Zip Code: Chico, CA 95929-0870
Phone: (530) 898-4322
Taxpayer ID/SSN: 680386518

This agreement will be in effect from: 10/01/10 to 09/30/11

Location(s) of Services: (site) Chico State University

3. **Scope of Work** to be performed: (attach separate sheet if necessary)
As a subcontract of the federally funded NCLB CaMSP Mathematics Grant, the CSU Chico Research Foundation will oversee the work of the Math Project, related funding requirements, trainings, follow-up workshops, institute stipends and other services as described in the approved grant application.
4. **Goal (Strategic Plan, Site Plan, Other)** to be achieved as a result of Consultant services:
Students - Increased student achievement in Math.
Teacher - Increased content knowledge and application of teaching strategies.

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

- 1) NCLB CaMSP Math Grant
- 2)
- 3)

6. **Account(s) to be Charged:**

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	4050	0	1110	1000	5800	14	670
2)							5800	14	
3)							5800	14	

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

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

\$ 174,648.00 Per Unit, times 1.00 # Units = \$ 174,648.00 Total for Services

(Unit: Per Hour Per Day Per Activity)

9. **Additional Expenses:**

\$
\$
\$

Total for
0.00 Addit'l Expenses

\$ 174,648.00 Grand Total

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

(to be completed by Business Services)

CONSULTANT TERMS AND CONDITIONS

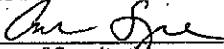
(Applicable, *unless* determined to be Contract Employee -- See BS10a)

Consultant Name: **CSU Chico Research Foundation**

Business Services Use Only	
CA#	_____
V#	_____

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

	Carol Sager, Director	9/8/10
(Signature of Consultant)	(Print Name)	(Date)

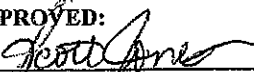
12. RECOMMENDED:

	Janet Brinson, Director	9/8/10
(Signature of Originating Administrator)	(Print Name)	(Date)

13. APPROVED:

	Dave Scott, Director	09/08/10
(Signature of District Administrator, or Director of Categorical Programs)	(Print Name)	(Date)

APPROVED:

	<input checked="" type="checkbox"/> Consultant <input type="checkbox"/> Contract Employee	9/09/10
(Signature of District Admin.-Business Services)	Scott Jones	(Date)

14. Authorization for Payment:

<p>CHECK REQUIRED (Invoice to accompany payment request):</p> <p><input type="checkbox"/> Partial Payment thru: _____ (Date)</p> <p><input type="checkbox"/> Full or Final Payment</p>	<p>DISPOSITION OF CHECK by Accounts Payable: (check released upon completion of services)</p> <p><input type="checkbox"/> Send to Site Administrator: _____ (Date check required)</p> <p><input type="checkbox"/> Mail to Consultant</p>
---	---

\$ _____	(Amount)	(Originating Administrator Signature - Use Blue Ink)	(Date)
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PROPOSED AGENDA ITEM: CSU Chico Research Foundation

Prepared By: Janet Brinson

- Consent
- Information Only
- Discussion/Action

Board Date: September 15, 2010

Background Information

The Mathematic Professional Learning Community (MPLC) is a collaborative among Chico Unified School District (CUSD), Butte County Office of Education (BCOE), Chico Math Project (CMP) and California State University, Chico (CSUC) to provide quality mathematics professional development for teachers in grades 3-7.

Based on assessment of student performance, input from teachers, administrators and teacher leaders and research on student readiness for higher mathematics, the MPLC focuses on developing:

- (a) algebraic thinking in the K-7 curriculum; and
- (b) proportional reasoning across the content areas, while addressing teachers' understanding of the mathematics behind standards identified as being critical to developing competence in Algebra (Appendix E, Framework, 2006).

This is the third and final year of the grant.

Education Implications

The primary goal of the MPLC is to improve students' mathematical achievement by increasing teachers' understanding of pedagogical content knowledge (PCK). A secondary goal is to establish a culture of professional mathematics learning that brings together prospective and practicing K-12 teachers, administrators and university faculty.

Fiscal Implications

All grant activities will be paid from grant funds. There is no impact to the general fund.

Mandatory Instructions
(click to view)

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

7.2.9.
Page 2 of 3
Business Services Use Only
CA# _____
V# _____

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: Mary Fay-Zenk
Street Address/POB: 2405 Cowper Street
City, State, Zip Code: Cambria, CA 93428
Phone: 805-924-1417

Taxpayer ID/SSN:

This agreement will be in effect from: 10/01/10 to 06/30/11

Location(s) of Services: (site) Chico Unified School District

3. **Scope of Work to be performed:** (attach separate sheet if necessary)
The CaMSP evaluator will complete all program evaluative requirements and submit reports to the California Department of Education.

4. **Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant services:**
Improve student mathematics achievement by increasing teachers' content and pedagogical knowledge.

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

- 1) CaMSP
- 2)
- 3)

6. **Account(s) to be Charged:**

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	4050	0	1110	1000	5800	14	670
2)							5800	14	
3)							5800	14	

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

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

\$ 3,800.00 Per Unit, times 5.00 # Units = \$ 19,000.00 **Total for Services**

(Unit: Per Hour Per Day Per Activity)

9. **Additional Expenses:**

\$
\$
\$

**Total for
0.00 Addit'l Expenses**

\$ 19,000.00 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)

Business Services Use Only	
CA#	_____
V#	_____

Consultant Name: **Mary Fay-Zenk**

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

<u>Mary Fay-Zenk</u> (Signature of Consultant)	Mary Fay-Zenk (Print Name)	<u>9/8/2010</u> (Date)
---	-------------------------------	---------------------------

12. RECOMMENDED:

<u>Janet Brinson</u> (Signature of Originating Administrator)	Janet Brinson, Director (Print Name)	<u>9/10/10</u> (Date)
--	---	--------------------------

13. APPROVED:

<u>[Signature]</u> (Signature of District Administrator, or Director of Categorical Programs)	Dave Scott, Director (Print Name)	<u>09/10/10</u> (Date)
--	--------------------------------------	---------------------------

APPROVED:

<u>[Signature]</u> (Signature of District Admin.-Business Services)	<input checked="" type="checkbox"/> Consultant <input type="checkbox"/> Contract Employee Scott Jones, Director, Fiscal Services (Print Name)	<u>9/10/10</u> (Date)
--	---	--------------------------

14. Authorization for Payment:

<p>CHECK REQUIRED (Invoice to accompany payment request):</p> <p><input type="checkbox"/> Partial Payment thru: _____ (Date)</p> <p><input type="checkbox"/> Full or Final Payment</p>	<p>DISPOSITION OF CHECK by Accounts Payable: (check released upon completion of services)</p> <p><input type="checkbox"/> Send to Site Administrator: _____ (Date check required)</p> <p><input type="checkbox"/> Mail to Consultant</p>
---	---

\$ _____ (Amount)	_____ (Originating Administrator Signature - Use Blue Ink)	_____ (Date)
----------------------	---	-----------------

PROPOSED AGENDA ITEM: PVHS Consultant Agreement
2010-11 Basketball

Prepared by: Pam Jackson, Athletic Director

Consent

Board Date September, 2010

Information Only

Discussion/Action

Background Information

Renewal of Consultant Agreement for Girls & Boys Basketball officials for games and tournaments.

Educational Implications

Provide officials for athletic contests. No education implications.

Fiscal Implications

Associated Student Body funds. No impact on district funds.

Mandatory Instructions
(click to view)

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

CA# _____

CONSULTANT AGREEMENT

For Services Provided to ASB

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

On File (click to view) Attached

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

On File (click to view) Attached

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

Name: **NCBOA - Northern California Basketball Officials Association**

Street Address/POB: 1702 Spruce Avenue

City, State, Zip Code: Chico, CA 95926

Phone: 530-343-2017

Taxpayer ID/SSN: 68-0349099

This agreement will be in effect (Current Fiscal Year) From: 10/15/2010 To: 3/31/2011

Location(s) of Services: (site)

Pleasant Valley High School

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

Provide officials for Pleasant Valley High School Basketball games and tournaments (Girls and Boys); 2010-11 season.

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

Allow basketball games with officials

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

- 1) ASB Boys Basketball - 451
- 2) ASB Girls Basketball - 452
- 3) ASB General Athletics - 401

6. **Account(s) to be Charged:**

Pct (%)	Account #	Amount
1) 50%	451	\$8,000.00
2) 25%	452	\$3,500.00
3) 25%	401	\$3,500.00

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

not to exceed \$ 15,000.00 **Total for Services**

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

451 - Boys Mileage	\$ 500.00	
452 - Girls Mileage	\$ 500.00	
	\$	\$ 1,000.00

Total for Addit'l Expenses

\$ **16,000.00** **Grand Total**
(not to exceed)

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

(to be completed by Business Services)

CA# _____

CONSULTANT TERMS AND CONDITIONS

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

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

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

Bill Padula Bill Padula 6-20-2010
(Signature of Consultant) (Print Name) (Date)

12. RECOMMENDED:

Pam Jackson Pam Jackson, Athletic Director 7/13/10
(Signature of Originating Faculty Advisor) (Print Name) (Date)

APPROVED: ASB Requisition/PO # 04021 issued by ASB Accounting Office. **

Aviana Roman Aviana Roman ASB Treasurer 8/25/10
(Signature of ASB Officer) (Print Name and Title) (Date)

John Shepherd John Shepherd 8/27/10
(Signature of Principal) (Print Name and Title) (Date)

APPROVED:

Scott Jones Scott Jones Director, Fiscal Services 9/08/10
(Signature of Administrator - Business Services) (Print Name and Title) (Date)

13. Authorization for Payment:

Consultant Contract Employee

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

Partial Payment thru: _____ (Date)

Full or Final Payment

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

PROPOSED AGENDA ITEM: PVHS Consultant Agreement - Volleyball 2010-11

Prepared by: Pam Jackson, Athletic Director

Consent

Board Date September, 2010

Information Only

Discussion/Action

Background Information

Renewal of Consultant Agreement for Girls (Fall) and Boys (Spring) Volleyball officials for games and tournaments.

Educational Implications

Provide officials for athletic contests. No education implications.

Fiscal Implications

Associated Student Body funds. No impact on district funds.

Mandatory Instructions
(click to view)

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

CA# _____

CONSULTANT AGREEMENT
For Services Provided to ASB

- 1. A completed BS10a. "Guidelines for Employing Independent Contract Consultants" certificate is:
On File (click to view) Attached
- 2. A completed W9 "Request for Taxpayer Identification Number and Certification" form is:
On File (click to view) Attached

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

Name: ~~Northern California Volleyball Officials Association~~
Street Address/POB: 415 Silver Lake Drive
City, State, Zip Code: Chico, CA 95973
Phone: 530-345-0415
Taxpayer ID/SSN:

This agreement will be in effect (Current Fiscal Year) From: 8/1/2010 To: 5/31/2011

Location(s) of Services: (site)

Pleasant Valley High School gyms, (Champion Christian and Bidwell Jr. for tournaments)

- 3. Scope of Work to be performed: (attach separate sheet if necessary)
Provide officials for Pleasant Valley High School Volleyball matches. (Girls in Fall 2010, Boys in Spring 2011)

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

Allow high school Volleyball matches to happen with officials.

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

- 1) ~~ASB G Volleyball - 465; \$6000.00~~
- 2) ~~ASB B Volleyball - 425; \$4000.00~~
- 3) ~~ASB General Athletics - 401; \$3000.00~~

- 6. Account(s) to be Charged:

Pct (%)	Account #	Amount
1) 100%	465	\$6,000.00
2) 100%	425	\$4,000.00
3) 100%	401	\$3,000.00

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

\$ _____ Per Unit, times _____ # Units = \$ 0.00 Total for Services

(Unit: Per Hour Per Day Per Activity)

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

Varies: Fr, JV, VAR Officials, Fees, Etc.	\$ 13,000.00		Total for
Mileage	\$ 1,000.00	\$ 14,000.00	Addit'l Expenses
		\$ 14,000.00	Grand Total
			(not to exceed)

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

(to be completed by Business Services)

[Handwritten Signature]

CA# _____

CONSULTANT TERMS AND CONDITIONS

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

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

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

[Signature] Terese Howell 6/20/10
 (Signature of Consultant) (Print Name) (Date)

12. RECOMMENDED:

[Signature] Pam Jackson, Athletic Director 6/24/10
 (Signature of Originating Faculty Advisor) (Print Name) (Date)

APPROVED: ASB Requisition/PO # ASB0408 issued by ASB Accounting Office. **

[Signature] Andria Roman ASB Treasurer 8/26/10
 (Signature of ASB Officer) (Print Name and Title) (Date)

[Signature] John Stuebel 8/27/10
 (Signature of Principal) (Print Name and Title) (Date)

APPROVED:

[Signature] Scott Jones Director, Fiscal Services 9/08/10
 (Signature of Administrator - Business Services) (Print Name and Title) (Date)

13. Authorization for Payment:

Consultant Contract Employee

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

- Partial Payment thru: _____
(Date)
- Full or Final Payment

(b).

\$ _____
 (Amount) (Originating Administrator Signature - Use Blue Ink) (Date)

PROPOSED AGENDA ITEM: PVHS Consultant Agreement - ~~Football 2010~~

Prepared by: Pam Jackson, Athletic Director

Consent

Board Date September, 2010

Information Only

Discussion/Action

Background Information

Renewal of Consultant Agreement for Football Officials.

Educational Implications

Provide officials for athletic contests. No education implications.

Fiscal Implications

Associated Student Body funds. No impact on district funds.

Mandatory Instructions
(click to view)

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

CA# _____

CONSULTANT AGREEMENT

For Services Provided to ASB

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

On File (click to view) Attached

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

On File (click to view) Attached

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

Name: ~~NCOA Northern California Officials Association Chico~~
Street Address/POB: 928 Thomasson Lane
City, State, Zip Code: Paradise, CA 95969
Phone: 530-521-8695
Taxpayer ID/SSN:

This agreement will be in effect (Current Fiscal Year) From: 8/3/2010 To: 12/1/2011

Location(s) of Services: (site)

Pleasant Valley High School football field

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

Provide officials for Pleasant Valley High School Football games, 2010 season.

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

Allow high school football games with officials.

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

- 1) ASB General Athletics - 401
- 2)
- 3)

6. Account(s) to be Charged:

Pct (%)	Account #	Amount
1) 100%	401	\$5,770.00
2) 100%		
3) 0%		

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

not to exceed \$ 5,000.00 Total for Services

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

Mileage	\$ 600.00	
Assignor Fee	\$ 170.00	
	\$ 770.00	Total for Addit'l Expenses
	\$ 5,770.00	Grand Total (not to exceed)

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

(to be completed by Business Services)

CA# _____

CONSULTANT TERMS AND CONDITIONS
(Applicable, unless determined to be Contract Employee - See BS10a)

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

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

[Signature] Kimball Shirey, President 6/20/2010
(Signature of Consultant) (Print Name) (Date)

[Signature] Pam Jackson, Athletic Director 7/13/2010
(Signature of Originating Faculty Advisor) (Print Name) (Date)

APPROVED: ASB Requisition/PO# 04023 issued by ASB Accounting Office. [Redacted]
[Signature] Ariana Roman ASB Treasurer 8/25/10
(Signature of ASB Officer) (Print Name and Title) (Date)

[Signature] John Shepherd 8/27/10
(Signature of Principal) (Print Name and Title) (Date)

APPROVED: [Signature] Scott Jones Director, Fiscal Services 9/08/10
(Signature of Administrator - Business Services) (Print Name and Title) (Date)

13. Authorization for Payment: Consultant Contract Employee

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

Partial Payment thru: _____
(Date)

Full or Final Payment

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

PROPOSED AGENDA
ITEM:

Warrant Authorization

Prepared by: Scott Jones, Director-Fiscal Services

Consent

Board Date 9/15/10

Information Only

Discussion/Action

Background Information

Warrants in the amount of \$4,653,517.44 for the period of August 6 through September 8, 2010, have been reviewed and are ready for Board approval.

Educational Implications

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

Fiscal Implications

The issuing of warrants affects all accounts and funds in the district and is supported by the district's approved budget.

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

7.3.1.
Page 2 of 2

October 20, 2010
Accounts Payable Warrants

FUND #:	FUND DESCRIPTION:	WARRANT #S:	AMOUNT
01	General Fund	370180-370294	\$1,060,512.08
01	General Fund	370316-370347	\$104,618.01
01	General Fund	370381-370582	\$582,465.97
01	General Fund	370590-370721	\$711,632.66
13	Nutrition Services	370295-370296	\$190.19
13	Nutrition Services	370583-370588	\$4,025.51
13	Nutrition Services	370722-370723	\$4,801.81
13	Nutrition Services		
14	Deferred Maintenance	370297-370298	\$22,655.61
14	Deferred Maintenance	370724-370728	\$353,367.44
14	Deferred Maintenance		
24	Bldg Fund Measure A	370299	\$8,691.25
24	Bldg Fund Measure A		
24	Bldg Fund Measure A		
25	Capital Fac. FD-State Cap		
27	1998 SRB (2008 Sale P&I)	370300-370310	\$1,597,271.09
27	1998 SRB (2008 Sale P&I)	370589	\$203.91
27	1999 SRB (2008 Sale P&I)	370729-370740	\$155,645.20
27	2000 SRB (2008 Sale P&I)		
35	County School Facilities Fund	370311-370312	\$32,687.75
35	County School Facilities Fund	370741-370742	\$5,516.46
35	County School Facilities Fund		
42	Special Reserve RDA City Pass Througl	370313-370315	\$6,552.50
42	Special Reserve RDA City Pass Througl	370743	\$2,680.00
68	Self- Insurance		
68	Self- Insurance		

TOTAL WARRANTS TO BE APPROVED: \$4,653,517.44

CC Jan Combes, Assistant Superintendent, Business Services

CC Scott Jones, Director of Fiscal Services

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

7.4.1.
Page 1 of 1

September 15, 2010

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

Name/Employee #	Assignment	Effective	Comment
<u>2010/11 Leave Requests</u>			
Blizman, Taryn	Special Education	10/06/10 - 11/15/10	1.0 FTE Child Care Leave
Findley, Janet	Elementary Music	2010/11 (8/11/10-5/26/11)	1.0 FTE Child Care Leave
Isern, Jessica	Counseling	9/21/10 - 11/26/10	1.0 FTE Child Care Leave
<u>2010/11 Temporary Appointment(s) According to Board Policy</u>			
Adamian, Annie	Secondary	1 st Semester 2010/11 (beginning 9/9/10)	0.2 FTE Temporary Appointment (in addition to current 0.8 FTE position)
Callas, Christine	Secondary	1 st Semester 2010/11 (beginning 9/9/10)	0.2 FTE Temporary Appointment (in addition to current 0.6 FTE position)
Coombe, Kelly	Secondary	1 st Semester 2010/11 (beginning 9/13/10)	0.2 FTE Temporary Appointment
DeLuna, Amy	Secondary	1 st Semester 2010/11 (beginning 9/3/10)	0.2 FTE Temporary Appointment (in addition to current 0.6 FTE position)
Ford, Greg	Secondary	1 st Semester 2010/11 (beginning 9/3/10)	0.2 FTE Temporary Appointment (in addition to current 0.6 FTE position)
Friedman, Mark	Elementary	1 st Semester 2010/11 (beginning 9/14/10)	0.2 FTE Temporary Appointment
Southam, Kirsten	Elementary PE	1 st Semester 2010/11 (beginning 8/31/10)	.025 FTE Temporary Appointment (in addition to current 0.22 FTE position)
Sylvester, Carol	Elementary	1 st Semester 2010/11 (beginning 9/14/10)	0.2 FTE Temporary Appointment
<u>Reappointment from Lay-Off</u>			
Rose, Michelle	Special Education	August 30, 2010	0.2 FTE Reappointment
<u>Administrative Appointments</u>			
Bettencourt, Joanne	Assistant Principal, Parkview Elementary	September 10, 2010	0.4 FTE Appointment
<u>Retirements/Resignations</u>			
Baldwin, Judy	Elementary	October 25, 2010	Retirement

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

7.4.2.
 Page 1 of 2

DATE: SEPTEMBER 15, 2010
 MEMORANDUM TO: BOARD OF EDUCATION
 FROM: KELLY STALEY, SUPERINTENDENT
 SUBJECT: CLASSIFIED HUMAN RESOURCES ACTIONS

ACTION NAME	CLASS/LOCATION/ASSIGNED HOURS	EFFECTIVE	COMMENTS/PRF #/ FUND/RESOURCE
APPOINTMENTS			
AGUILERA, MARTHA	IPS-CLASSROOM/SIERRA VIEW/6.0	8/30/2010	VACATED POSITION/14/ SPECIAL ED/6501
BAKER, LISA	ACCOUNTING TECHNICIAN/PVHS/8.0	8/24/2010	VACATED POSITION/324/ GENERAL/0000
BEAM, DAVID	LT IPS-CLASSROOM/CHS/6.0	8/30/2010-10/1/2010	NEW LT POSITION/342/ ARRA SPECIAL ED/3313
COLLADO, JOSH	CAMPUS SUPERVISOR/CJHS/1.0	8/11/2010	WITHDREW RESIGNATION/ GENERAL/0000
CORREA, LINDA	TARGETED CASE MANAGER-BIL/ROSEDALE/4.0	8/11/2010	VACATED POSITION/288/ CATEGORICAL/9077
CORREA, LINDA	TARGETED CASE MANAGER-BIL/ROSEDALE/4.0	8/30/2010	NEW POSITION/50/ CATEGORICAL/9077
DEMPSEY, ANDREA	REGISTRAR/MJHS/8.0	8/23/2010	VACATED POSITION/2/ GENERAL/0000
DOMINGUEZ-CALKINS, DEBRA	IA-SR ELEMENTARY GUIDANCE/CITRUS/3.0	9/7/2010	VACATED POSITION/17/ GRANT/7829
DONINGUEZ-CALKINS, DEBRA	IA-SR ELEMENTARY GUIDANCE/CITRUS/1.0	9/7/2010	VACATED POSITION/16/ GRANT/7829
ENGLISH, TAMMIE	IPS-CLASSROOM/CHAPMAN/3.2	8/11/2010	NEW POSITION/314/ SPECIAL ED/6501
ENNES, ANDREW	IPS-HEALTHCARE/CHAPMAN/3.5	8/11/2010	VACATED POSITION/309/ SPECIAL ED/6501
FEASTER, ERIN	IPS-CLASSROOM/CHAPMAN/3.5	8/11/2010	VACATED POSITION/268/ SPECIAL ED/6501
HARVEY, LAURA	IPS-HEALTHCARE/CITRUS/3.5	8/11/2010	VACATED POSITION/306/ SPECIAL ED/6501
HASHEMI, SARAH	IPS-HEALTHCARE/LOMA VISTA/6.0	8/30/2010	VACATED POSITION/7/ SPECIAL ED/6501
JACKSON, CHARLES	CUSTODIAN/PVHS/8.0	8/19/2010	VACATED POSITION/4/ GENERAL/0000
LOWE, KORISSA	IA-SR ELEMENTARY GUIDANCE/SHASTA/3.0	9/7/2010	VACATED POSITION/325/ GRANT/7830
MANES, EMILY	IA-SR ELEMENTARY GUIDANCE/CHAPMAN/4.4	9/7/2010	VACATED POSITION/327/ GRANT & GENERAL/7830 & 0000
MANES, EMILY	IA-SR ELEMENTARY GUIDANCE/CHAPMAN/9	9/7/2010	VACATED POSITION/326/ GRANT/7830
MARSCHALL, KIM	IPS-CLASSROOM/CHS/3.5	8/11/2010	VACATED POSITION/337/ SPECIAL ED/6501

MARSCHALL, KIM	IPS-CLASSROOM/CHS/3.0	8/11/2010	VACATED POSITION/338/ SPECIAL ED/6501
MENDOZA, MARK	LT SCHOOL BUS DRIVER-TYPE 2/TRANSPORTATION/8.0	9/1/2010-3/1/2011	DURING ABSENCE OF INCUMBENT/ TRANSPORTATION/7240
ROUSE, DEANNE	IPS-CLASSROOM/CJHS/3.5	8/30/2010	VACATED POSITION/11/ SPECIAL ED/6501
RUTHERFORD, JENNIFER	OFFICE ASST ELEMENTARY ATTENDANCE/LCC/5.5	8/27/2010	VACATED POSITION/222/ GENERAL/0000
SPITTLE, MICHAEL	IPS-CLASSROOM/SIERRA VIEW/6.0	8/11/2010	VACATED POSITION/304/ SPECIAL ED/6501
TALBOT, DENISE	IPS-HEALTHCARE/LOMA VISTA/4.0	8/11/2010	NEW POSITION/315/ SPECIAL ED/6501
WATSON, VALYA	SR LIBRARY MEDIA ASSISTANT/CJHS/5.0	8/23/2010	VACATED POSITION/220/ GENERAL/1101
WEBER, LISA	LT INSTRUCTIONAL ASSISTANT/MCMANUS/4.0	8/11/2010-1/28/2011	DURING ABSENCE OF INCUMBENT/333/ CATEGORICAL/3010
RE-EMPLOYMENT			
HAYES, ANN	LT IA-SPECIAL EDUCATION/BJHS/1.0	8/30/2010-12/15/2010	NEW LT POSITION/40/ ARRA SPECIAL ED/3313
LEAVE OF ABSENCE			
BERNEDO, ANNA	IPS-CLASSROOM/ROSEDALE/3.5 & 3.5	8/11/2010-2/11/2011	PER CBA 5.12
PARSONS, DIANA	INSTRUCTIONAL ASSISTANT/NEAL DOW/4.0	6/1/2010-12/31/2010	PER CBA 5.3.3
RAUSCH-CLARK, SHERYL	IA-SPECIAL EDUCATION/PVHS/5.0	9/16/2010-9/20/2010	PER CBA 5.3.3
SALINDONG, DEBRA MARIE	IPS-CLASSROOM/PVHS/6.0	10/4/2010-12/17/2010	PER CBA 5.12
SULLIVAN, SEAN	SCHOOL BUS DRIVER-TYPE 2/TRANSPORTATION/8.0	8/12/2010-8/31/2010	CORRECT LOA DATES
SULLIVAN, SEAN	SCHOOL BUS DRIVER-TYPE 2/TRANSPORTATION/8.0	9/1/2010-3/1/2011	PER CBA 5.3.3
RESIGNED ONLY THIS POSITION			
MACKELL, ROBIN	PARENT CLASSROOM AIDE-RESTR/MARIGOLD/1.0	8/13/2010	VOLUNTARY RESIGNATION
MARSCHALL, KIM	IPS-HEALTHCARE/MJHS/6.0	8/10/2010	VOLUNTARY TRANSFER
ROBERTS, STEPHANIE	PARENT CLASSROOM AIDE-RESTR/MARIGOLD/1.0	8/12/2010	VOLUNTARY RESIGNATION
SPITTLE, MICHAEL	IPS-HEALTHCARE/SIERRA VIEW/3.5	8/10/2010	TRANSFER W/INCREASED HOURS
SPITTLE, MICHAEL	IPS-HEALTHCARE/SIERRA VIEW/2.0	8/10/2010	VOLUNTARY RESIGNATION
RESIGNATION/TERMINATION			
BOWEN, CARA	IA-ELEMENTARY GUIDANCE/SIERRA VIEW/2.0	8/2/2010	VOLUNTARY RESIGNATION
EBBETT, RACHEL	TYPIST CLERK/EDUCATIONAL SERVICES/8.0	8/20/2010	VOLUNTARY RESIGNATION
GUZMAN, JOSUE	IA-BILINGUAL/ROSEDALE/4.0	8/4/2010	VOLUNTARY RESIGNATION
HASKINS, KELLY	PARENT CLASSROOM AIDE-RESTR/MCMANUS/4.1	8/10/2010	RESTRICTED RELEASED
RODGERS, ROBIN	IPS-CLASSROOM/EMMA WILSON/5.0	8/9/2010	VOLUNTARY RESIGNATION
RORIVE, MARGARET	PARENT CLASSROOM AIDE-RESTR/MARIGOLD/1.4	5/17/2010	VOLUNTARY RESIGNATION
VANG, ZOUA	IMPACTED LANGUAGE LIAISON/CITRUS/1.4	7/20/2010	VOLUNTARY RESIGNATION

PROPOSED AGENDA
ITEM:

Alternative School of Choice Self Evaluation of Sierra
View Elementary School

Prepared by: Debbie Aldred

Consent

Board Date September 15, 2010

Information Only

Discussion/Action

Background Information

California Department of Education requires Alternative Schools of Choice to self evaluate themselves yearly. This document will be the first evaluation document for Sierra View and will provide baseline data that will help to serve as a starting point for subsequent year's self evaluations. This document reflects all of the state's requirements and is ready to be filed now that 2010 CST test data is included into the document.

Educational Implications

The recommendations within the plan will help guide initial SMART goals for the staff and set professional teaching goals for the 2010-2011 school year.

Fiscal Implications

There is a recommendation that would require extra funds for additional staff (aides). These funds are currently not available in the school's budget for the 2010-2011 school year.

TITLE: Proposed Agenda Item Up-dated Academics Plus By-Laws and Guidelines

Action: X
Consent: _____
Information: _____

Prepared by: Debbie Aldred

Background Information

- In 1975, the Chico Unified School Board signed a resolution recognizing Academics Plus as an Alternative Program as defined in the California Education Code Section 58500-58512.
- On April 29, 2009, the Chico Unified School Board voted to consolidate Neighborhood Program and the Academics Plus Program resulting in Sierra View Elementary School becoming an all Academics Plus Program school.
- In the summer of 2009 Academics Plus was recognized as an Alternative School Of Choice by the State of California.
- In 2009-2010 the Parent Advisory Committee and the Sierra View Teachers revised the Academic Plus By-laws to reflect the consolidation of the Neighborhood Program with the Academics Plus Program.

Educational Implications

The new By-laws and Guidelines help to strengthen and unite the school towards a common focus. It also helps to clarify for potential families what they can expect from this program.

Fiscal Implications

None presently as the state Ed Code 58507 that an Alternative School of Choice is to be funded the same as any other similar school in the district.

Additional Information

Recommendation

My recommendation is to approve Sierra View's Academics Plus up-dated By-Laws and Guidelines.

Revised February 2010

Sierra View Elementary School
1598 Hooker Oak Avenue
Chico, CA 95926
(530) 891-3117

Chico Unified School District
1163 East Seventh Street
Chico, CA 95928
(530) 898-3000

Parent Advisory Council By-Laws Academics Plus Program

No articles, sections, or subsections of these by-laws shall in any way override the authority of the Chico Unified School District Board of Education or the Board's appointed Administrative and Teaching personnel. Academics Plus Program Parent Advisory Council will be known as the **PAC** throughout this document. The **PAC** was established in the spring of 1974 by a group of CUSD parents.

The Academics Plus Program focuses on reading, writing and math, rounded out by a solid curriculum in composition, science, history, and geography. These are the foundations for all future learning and a successful career. Enrichment subjects, such as art, drama, and music are taught, but the fundamental program receives priority. This program is designed to instill within each child confidence, a sense of responsibility, pride in accomplishment, and a positive self-image through academic achievement. This program emphasizes an orderly learning environment. It is also expected that parents have the opportunity to actively participate in their children's education.

ARTICLE ONE: PURPOSE

- A. The PAC shall advise and assist the school district in the overall dissemination of programmatic information, planning, development, implementation, and evaluation relative to the goals and philosophy of the Academics Plus Program.
- B. The PAC shall support the program teachers and the Sierra View School Community.
- C. The PAC governs the Academics Plus Program Guidelines (Appendix Two), the Academics Plus Program "Parent Agreement" (Appendix Three) and the Academics Plus Program "Student Agreement" (Appendix Four).
- D. The PAC shall coordinate and assist in all fundraising events and/or activities as deemed necessary to support the academic needs of the program.

ARTICLE TWO: MEMBERS & ELECTIONS

SECTION 1

COMPOSITION OF THE PARENTS ADVISORY COUNCIL

The PAC shall consist of six to eight parent members whose children are enrolled in the Academics Plus Program, and the Principal as an ex-officio member. All council members shall enjoy full rights and obligations of membership.

SECTION 2

MEMBERS

The members of the PAC shall be Chairperson, Vice-chairperson, Secretary, Financial Secretary, two Special Event Coordinators, and, when possible, two General Council Members.

SECTION 3

ELECTIONS

Three new officers shall be elected to the PAC each year. Any parent interested in running for membership must contact the PAC Chair or Vice-Chair within thirty (30) days prior to election. Seats on the council shall be filled by ballot and/or direct election.

a. BALLOT ELECTION

Notice of pending vacancies and election shall be published in the school newsletter and posted on the Academics Plus bulletin board a minimum of 30 days to election. Election shall be held by ballot of all Academics Plus parents within seven (7) days prior to the regularly scheduled May meeting. Ballots including all interested individuals shall be sent home with students. Only one ballot per person shall be counted. Only ballots returned by specified date on ballot will constitute a valid vote.

b. DIRECT ELECTION

If there is only one nominee for each open seat, the ballot for those seats may be dispensed with and the election held by a direct vote by all council members present at the general meeting (quorum must be present). All ballots must be counted in the presence of three PAC members, one of which must be the school principal.

SECTION 4

TERM OF OFFICE

Members shall serve for a two-year term, consisting of two full school years. A person who has served as a member for more than six months of a full term shall be deemed to have served a full term of the council. No member shall serve two consecutive terms. However, if a position on the board cannot be filled, then a previous member may serve another two year term, but not in the same position.

SECTION 5

VOTING RIGHTS

Members shall be entitled to one vote and may cast that vote on all matters submitted for a vote. Proxy voting shall not be permitted.

SECTION 6
RESIGNATION

Any member may resign by filing a written resignation with the Chairperson or Vice-chairperson of the PAC.

SECTION 7
VACANCY

Any vacancy on the council shall be filled in the accordance with Article 2, Section 3 of this document. If a seat remains unfilled after election, it shall be considered a vacant seat to be filled by appointment of the council-elect.

SECTION 8

Council members may not be related by blood or marriage or reside in the same household as the other members of the council.

SECTION 9
COUNCIL-ELECT

The Chairperson-elect may call meetings as necessary of the members-elect and the principal of the school, or a representative appointed by the principal, to ratify appointments of council members and/or to make plans for the coming year's work.

ARTICLE THREE: DUTIES OF MEMBERS

SECTION 1
CHAIRPERSON

The Chairperson shall:

- a. Preside at all meetings
- b. Share in the development of the agenda
- c. Establish a "calendar of events" schedule by the first meeting of each school year
- d. Be a member ex officio of all committees
- e. Have all newsletters, flyers and/or notices approved by the principal, prior to distribution
- f. Be the official representative of the council
- g. Perform such other duties as may be prescribed in these by-laws or assigned by the council

SECTION 2

THE VICE-CHAIRPERSON shall:

- a. Act in the place of the Chairperson in his/her absence.
- b. Act as aide to the Chairperson
- c. Organize the PAC spring elections
- d. Distribute the Academics Plus Program "Parent Agreement" to parents at the beginning of each year and the "Student Agreement" to the students at the beginning of each year.

SECTION 3

THE SECRETARY shall:

- a. Keep the minutes of the meetings, both regular and special
- b. See that all notices are duly given in accordance with the provisions of these by-laws
- c. Update permanent records of the PAC with current year's records
- d. Keep a register of the address and telephone number of each member
- e. Perform all duties incident to the office of Secretary

SECTION 4

THE FINANCIAL SECRETARY shall:

- a. Keep an accurate record of all financial transactions conducted by the PAC as documented by the monthly CUSD financial statement
- b. Work closely with the Principal to discriminate financial information
- c. Count and record any monies received by the PAC along with one other person

SECTION 5

TWO SPECIAL EVENT COORDINATORS shall:

- a. Arrange for educational assemblies, fundraisers and any other special events as voted on by the council
- b. Represent the PAC at all informational meetings such as New Parent Orientation and District sponsored Kindergarten Parent Orientation meetings

SECTION 6

TWO GENERAL COUNCIL MEMBERS shall:

- a. Be voting members of the Council, offering input and assistance without a defined role.
- b. Represent the PAC to the general parent-body of the school.

In order to facilitate greater communication on campus one council member will be appointed as a liaison between the PTA and the PAC each year.

ARTICLE FOUR: HIRING OF STAFF

SECTION 1

TEACHER SELECTION WITHIN DISTRICT

- a. A minimum of one member of the PAC board, one teacher, and one parent will serve on the committee that will review internal teacher applicants for the Academics Plus Program and give input to the principal
- b. Any member of the committee shall recuse himself/herself from this process should there exist a conflict of interest with the applicant
- c. All members of the committee and ex-officio members shall hold any personnel matter discussed in the committee in the strictest of confidence
- d. The final decision(s) as to who is hired rests with the Chico Unified School District

SECTION 2

TEACHER SELECTION OUTSIDE DISTRICT

- a. All items listed in Section 1 above are incorporated herein by reference and made a part hereof as though fully set forth
- b. The Affirmative Action policy of the Chico Unified School District will be followed in the selection of personnel

ARTICLE FIVE: MEETINGS

SECTION 1

MONTHLY MEETINGS

The PAC shall meet regularly on a monthly basis during the academic year. All meetings are open to all parents. In addition, a general election meeting shall be held each May. The general election meeting should be the last one of the year. The members will set the time for the meetings annually. At least one "Evening Meeting/Reception" will be held per year to encourage greater participation from the general parent-body.

SECTION 2

NOTICE OF MEETINGS

The Chairperson and Principal will develop an agenda. Parents wishing to place items on the agenda need to contact the PAC Chairperson and/or Principal one week prior to the scheduled meeting. The agenda will be posted one week prior to the meeting.

SECTION 3

DECISIONS OF PAC

All recommendations of the PAC shall be made only after an affirmative vote of a majority of its members in attendance, provided a quorum is in attendance.

SECTION 4

QUORUM

The presence of four of the members will constitute a quorum necessary for the transaction of the business of the PAC. No decision of the PAC shall be valid unless a majority of the members of the PAC concur by their votes.

SECTION 5

MEETINGS OPEN TO THE SCHOOL REPRESENTATIVES

All regular and special meetings of the PAC, and of its standing or special committee, shall be open at all times to representatives from the school district.

SECTION 6

CLOSED SESSION

All personnel matters shall be deemed to be in closed session. Any discussion therefore shall be deemed to be in the strictest of confidence.

ARTICLE SIX: COMMITTEES

SECTION 1

STANDING AND SPECIAL COMMITTEES

The PAC may from time to time establish and abolish such standing or special committee, as it may desire. No standing or special committee may exercise the authority of the PAC.

SECTION 2

MEMBERSHIP

Membership in the committees shall be voluntary.

SECTION 3

RULES

The rules contained in the current Robert Rules of Order, Newly Revised, shall govern the PAC, all standing and special committees.

ARTICLE SEVEN: TEACHER INVOLVEMENT

SECTION 1

FUND ALLOCATION

The PAC will work with staff to determine guidelines and make recommendations to the principal concerning the expenditure of allocated funds every year.

SECTION 2

STUDENT CLASSROOM PLACEMENT

The PAC has voted, in collaboration with Academics Plus Program faculty, to facilitate student movement between each of the Academic Plus classes. Teachers, working together shall make the assignments. If a concern arises about a child's placement for an academic reason, the parent(s) should include this information **in a letter to the principal. Without a very compelling reason your child's placement will not be changed.** The class list will be posted the day before school begins each year.

SECTION 3

TEACHER REPRESENTATION AT PAC MEETINGS

Teachers are encouraged to attend all meetings. A school year calendar will be posted for sign ups at the first of the school year. Teachers are to attend two meetings per year.

ARTICLE EIGHT: AMENDING THE BY-LAWS

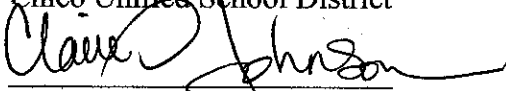
SECTION 1

A two-thirds vote of members may adopt the amended by-laws provided a written notice of the meeting and proposed amendments was posted and given to each PAC member 30 days prior to the date of the meeting.

By-law amendments must be placed on the PAC agendas. Notification to parents and staff will be through the Sierra Viewer. A vote will be held at a PAC meeting following quorum requirements. Notification to staff and parents will be the responsibility of the PAC. The date for implementation must be included.

IN WITNESS WHEREOF, the Superintendent of Schools of the Chico Unified School District and the Chairperson to the PAC have caused these By-Laws to be duly executed on _____, 2010.

Director of Educational Services
Chico Unified School District



Claire Johnson, Chairperson
Parent Advisory Council
Academics Plus Program

Revised February 2010

Revised February 2010

Sierra View Elementary School
1598 Hooker Oak Avenue
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ACADEMICS PLUS PROGRAM

GOALS & PHILOSOPHY

1) **Academic Focus.** The Academics Plus Program focuses on reading, writing and math, rounded out by a solid curriculum in composition, science, history, and geography. These are the foundations for all future learning and a successful career. Enrichment subjects, such as art, drama, and music are taught, but the fundamental program receives priority. Academics Plus at Sierra View has over three decades of success with this approach. The Program has experienced teachers with a common commitment to the goals and philosophy of the program, a record of student achievement, and a high reputation amongst parents.

2) **Parent Involvement.** An important element of Academics Plus is that parents are encouraged to actively participate in their children's education, and are given multiple opportunities to do so. Since Academics Plus is an alternative program chosen by the parents, they are typically enthusiastic and willing to be involved in the educational process. Assisting with homework, reviewing and returning weekly progress reports, helping in the classroom, and supporting field trips are just a few of the ways parents will be involved in the program. Numerous studies have shown that parent participation in education is the highest single indicator of a child's academic success!

3) **Focus on the Child.** Development of the "whole" child is also stressed in Academics Plus. The program is designed to instill within each child confidence, a sense of responsibility, pride in accomplishment, and a positive self-image through academic achievement. Teachers have high expectations, challenging students and helping them to succeed. Academics Plus believes that sensitivity to each student's feelings and individuality can be maintained in an atmosphere of fair, firm and consistent discipline. To accomplish this, the program emphasizes a caring and orderly learning environment, in which teachers and students treat each other with respect and dignity.

4) **Joyful Learning Environment.** The classroom setting in the Academics Plus Program utilizes whole group interaction, small groups, activities, individual seatwork and/or centers to help make the learning experience exciting and enjoyable. All aspects of the curriculum are carefully planned by the teachers to be engaging and imaginative ways for young children to learn. The mission is to spark a joy for learning, while building a foundation of knowledge and skills so that students become lifelong learners and productive contributors to society.

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ACADEMICS PLUS PROGRAM GUIDELINES

GOALS & PHILOSOPHY

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PROGRAM SPECIFICS

I. ORIENTATION

- A. Fall and Spring
 - 1. Kindergarten orientation will be held before Back to School Night.
 - 2. An information night for incoming parents will be held by CUSD in the spring.
 - 3. A new parent orientation will be held in September.
 - 4. Attendance of Parent Advisory Council is strongly encouraged for all parents and teachers.
- B. Observations and visitations for prospective parents
 - 1. Classroom visitations can be scheduled. It is recommended that these visits be made between October 1st and April 30th on Tuesdays, Wednesdays or Thursdays.
 - 2. A standard information package will be distributed and consist of the following: application, brochure, and guidelines.

II. REGISTRATION

- A. Parents must register students on the designated CUSD **first** day for kindergarten registration at their school of residence. An application for the Academics Plus Program will be forwarded to Sierra View School.
- B. Siblings of current students and children residing in the Sierra View neighborhood will be given first priority in kindergarten classes provided that they have registered on the **first** day for kindergarten registration at Sierra View.
- C. Sierra View teachers' children will receive first priority after siblings.
- D. The principal will conduct a lottery draw with at least one PAC volunteer present to fill remaining kindergarten openings and establish a waiting list for the grade level.
- E. The administration will establish and maintain a waiting list.
- F. If a student leaves the program or denies an opening within the first 20 days of school then they must reapply for admission to the program. They are added to the end of the grade level waiting list when they reapply. Additionally, their new registration date will be the date they reapply to enter their child in the program. After 20 days they will not be penalized and will retain their position on the waiting list.

III. TEACHER REQUIREMENTS

- A.** Teachers will help to insure a successful Academic Plus Program by:
1. Providing a weekly progress report on student's academics and behavior;
 2. Assigning and monitoring homework;
 3. Facilitating parent conferences as needed;
 4. Assigning letter grades on report cards (grades 3rd – 6th);
 5. Having a teacher serve as a representative at PAC monthly meetings;
 6. Attending appropriate meetings.
- B.** Homework policy:
1. Homework will be given 3 to 4 days a week except for kindergarten. The assignments are to be work that is done by the student outside of classroom time.
 2. Kindergarten may occasionally give homework.
 3. Recommended amounts of time for daily homework assignments are as follows:
Grades 1st – 3rd 10 to 30 minutes
Grades 4th – 6th 30 to 60 minutes
 4. Within the first two weeks of school, this policy will be handed out to parents and explained by the teacher either before or at Back to School night.

IV. PARENT REQUIREMENTS

Parents will assure a successful Academic Plus Program by:

1. Reviewing and signing the Academic Plus Program "Parent Agreement" each year and having your child(ren) review and sign the "Student Agreement" each year.
2. Assisting your child(ren) with homework as needed;
3. Reviewing Weekly Reports with your child;
4. Returning Weekly Reports and teacher/school communications in a timely manner;
5. Supporting the school/teacher discipline plans;
6. Supporting all recommendations of the staff (e.g., teacher assignments, special education/G.A.T.E. testing, etc.);
7. Providing transportation for your child(ren) to and from school on time;
8. Becoming involved in the program whenever possible (e.g., the Parent Advisory Council, program evaluation, class projects, field trips, classroom volunteer, etc.);
9. Non-support of program requirements may result in a parent conference;

IV. THE PARENT ADVISORY COUNCIL (the PAC)

- A. The purpose of the PAC is to advise and assist the school district in the overall dissemination of programmatic information, planning, development, implementation, and evaluation relative to the goals and philosophy of the Academics Plus Program. The PAC supports the program teachers and the school community. The PAC also coordinates and assists in all fundraising events and/or activities as deemed necessary to support the academic needs of the program.
- B. Participation in the PAC is welcome and strongly encouraged by all Academic Plus Program parents; either by becoming a council member or simply attending and participating at PAC meetings and/or other PAC events.

V. PROGRAM SUPPORT

- A. The administration will issue a school handbook with the discipline plan.
- B. The administration will support teachers in finding the best educational experience/placement for their students.

VI. TEACHER SELECTION

- A. Prospective teachers will be given Academics Plus Program Guidelines before interviewing for positions.
- B. A Parent Advisory Council member will be on the interview and/or the selection panel.
- C. After final selection the candidate will be invited to attend a PAC meeting and share his/her background and teaching experience.

VII. LIMITED ENROLLMENT

- A. The Staff and PAC support single grade classes whenever possible. Therefore, the administration will limit enrollment whenever necessary and feasible to avoid combination classes.

CURRICULUM MATERIALS

VIII. GUIDELINES

- A.** The program as a whole should have the option to use materials listed on the State Board Approved Materials list that meet goals and philosophy of the Academics Plus Program.
- B.** The curriculum must meet with the district's goals and objectives.
- C.** The curriculum must follow a definite progression building on skills acquired at each grade level.

IX. FORMAT FOR MATERIALS

- A.** Materials and teaching methods will be consistent with Academic Plus philosophy where the primary emphasis is on the basic academic skills in a more structured environment (see Primary Goals and Philosophy).
- B.** Materials will offer sequential and complete instructional units.
- C.** The classroom teacher will monitor the general progress of students in all academic subject areas.
- D.** Integration of problem solving will be ongoing to meet higher level thinking skills in all academic subjects.
- E.** Teachers' materials and techniques will support the total class approach to teaching and provide opportunities for individual learning modalities.

Revised February 2010

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ACADEMICS PLUS PROGRAM
PARENT AGREEMENT

Parents help to assure a successful Academic Plus Program by providing an integral component in the educational process of their child(ren) through supporting the program in the following ways:

1. Reviewing and signing this Academics Plus Program Parent Agreement and having your child(ren) review and sign the "Student Agreement" at the beginning of each school year.
2. Assisting your child(ren) with homework as needed. It is your responsibility to know your child(ren's) class requirements and to make sure that your child(ren) are fully participating and meeting all deadlines. Reviewing Weekly Reports with your child.
3. Returning Weekly Reports and teacher/school communications in a timely manner.
4. Supporting the school/teacher discipline plans. It is imperative that you are in agreement with the plan laid out by the teachers and school. If for some reason you feel this plan does not meet your requirements, please talk to your teacher and administration to evaluate if this program is the right fit for your family.
5. Considering all recommendations of the staff (e.g. class assignments, bonus year, special education/G.A.T.E. testing, etc.).
6. Providing transportation for your child(ren) to and from school in a timely manner.
7. Being involved and helping in the program whenever possible (e.g., reviewing homework & weekly reports, program evaluation, class projects, field trips, classroom aide, read naturally, book buddies, fundraising, attending meetings of the Parent Advisory Council and/or the PTA, etc.). An important element of Academics Plus is that parents are encouraged to actively participate in their children's education, and are given multiple opportunities to do so. Please refer to the Sierra View Website Calendar for school events or check with your child's teacher for ways to sign up and get involved.

My signature below indicates that I have read, understand and agree with the expectations of the Academics Plus Program as stated in the above Parent Agreement.

_____	_____
Parent Signature	Date
_____	_____
Parent Signature	Date
_____	_____
Child's Name	Grade
_____	_____
E-Mail Address	Phone Number

APPENDIX FOUR

February 2010

Sierra View Elementary School
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ACADEMICS PLUS PROGRAM
STUDENT AGREEMENT

Student's Commitment to Sierra View and the Academics Plus Program:

1. I promise to consistently work, think and behave in the best way I know how and will do whatever it takes for my classmates and me to learn.
2. I will raise my hand and ask questions in class if I do not understand something.
3. I will arrive at school every day on time.
4. I will complete all of my homework and reading every night.
5. I will bring home my Weekly Reports, show them to my parents/guardian, and return them to school.
6. I will adhere to the Sierra View dress code: clothes shall be neat, clean and appropriate for school activities and sufficient to conceal undergarments. For reasons of health/safety all students will also wear appropriate footwear.
7. I am responsible for my own behavior and I will follow all school rules; from my teachers and from all staff at school. If I make a wrong choice, I will tell the truth to my teachers, accept responsibility for my actions and sincerely apologize to those who I have wronged.
8. I will be caring, respectful, responsible and honest.

Student's Signature

Date

Student's Name

Teacher, Grade & Room #

Parent's Signature

Date

PROPOSED AGENDA
ITEM:

Alternative School of Choice Self Evaluation of Hooker
Oak K-8 Open Structured Classroom School

Prepared by: Sue Hegedus

Consent

Board Date September 15, 2010

Information Only

Discussion/Action

Background Information

Every year as an Alternative School of Choice, the California Department of Education requires Alternative schools to self evaluate themselves. This evaluation document reflects all of the state's requirements with the goal of displaying if the alternative philosophy of the school is beneficial to raising student achievement. The document was held back a month in hopes that more current data from the 2010 CST state testing was available. At the date of this submission, this data is now available but without the data from the California Modified Assessments (CMA). From preliminary looks at the school's data, the school is ramping up its efforts to solidify clear definitions of the Open Structure Elements so that they are followed consistently, with fidelity, and across the school's classrooms in order to quantify in some form the relationship of the elements to student achievement.

Educational Implications

The recommendations within the plan will help guide initial SMART goals for the staff and set professional teaching goals for the 2010-2011 school year.

Fiscal Implications

There are some recommendations that would require extra funds for staff development and teacher prep days. These funds are currently not available in the school's budget for the 2010-2011 school year.

PROPOSED AGENDA ITEM: Accountability Progress & STAR Results Update

Prepared by: Michael Morris

Consent

Board Date September 15, 2010

Information Only

Discussion/Action

Background Information

The California Department of Education releases the annual Accountability Progress Report on Monday, September 13, 2010. The report includes the state accountability system Academic Performance Index (API) report, the federal Adequate Yearly Progress (AYP) report and Program Improvement status updates. This informational update to the board will provide an overview of CUSD results. In addition, the districtwide, school-level, and grade-level results for CUSD from the Standardized Testing and Reporting (STAR) Program will be reported to the board as required by the Education Code.

Education Implications

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

Fiscal Implications

Mandated testing is reimbursed by the state.

PROPOSED AGENDA ITEM: Chinese Language and Culture Classes in CUSD

Prepared by: Joanne Parsley

- Consent
- Information Only
- Discussion/Action

Board Date: September 15, 2010

Background Information

Provide the additional prospect for students to gain a global perspective of the world with an after school opportunity to participate in Chinese language and culture classes

Education Implications

Expands after school enrichment opportunities

Fiscal Implications

None

Additional Information

Chinese Language and Culture
In
Chico Unified School District

Objective: Provide the prospect for students to gain a global perspective of the world with an after school opportunity to participate in Chinese language and culture classes.

Background Information:

The demand for students to have an understanding of Chinese language and culture is ever increasing. Business plans that include free trade, globalization and outsourcing are common. While China is currently one of the largest manufacturers of goods in the world, it is also one of the fastest growing markets with more than one billion consumers. China is the second largest economy in the world which compels the western world to embrace the study of Chinese language and culture. With one-fifth of the world's population living in China, an understanding of the culture affords today's students the opportunity to take advantage of this economic change and provides for a competitive edge in tomorrow's business world.

Over the past two years (2008-2010) California State University, Chico has established a program in Chinese for both college students and school-age children in the Chico community. Interest in Chinese language and culture has been steadily growing. The University administration is committed to an unprecedented level of support to establish and develop a Chinese language and culture program that will provide students of all ages with the preparation that they need to be able to establish more meaningful links with China and the world.

Two years ago, the College of Humanities and Fine Arts, with generous support from the Office of the Department of Chinese Language which works developing international partnerships, established a flourishing Saturday afternoon Chinese language and culture community outreach program. This offer of a community outreach program started in October of 2008 to serve the needs of children in the local community who wanted to learn Chinese language and culture. In the fall of 2009, the program expanded into two elementary schools (Sierra View and Shasta) with the support of a volunteer teacher from Hanban. This expanded the total number of students involved in Chinese language and culture classes from 31 to 78. The two elementary school programs took place after school and were strongly supported by students and their families. A short presentation regarding the success of these programs was presented to the CUSD School Board during the Superintendent's report on December 2, 2009. Dr. Joel Zimbelman, Dean of the College of Humanities and Fine Arts and Dr. Frank Li, CSUC professor, presented information on the elementary Chinese language programs at CSUC, Shasta and Sierra View elementary schools. Larry Spini, principal at Shasta introduced Jenny Zang, the Chinese teacher, and four of her students: Mason, Brady, Delaney, and Aiden, who demonstrated a lesson in Chinese and English.

This fruitful partnership between CSU, Chico and the CUSD elementary schools resulted in requests from other school sites to join the partnership with the university and the Chinese language and culture program. In June a delegation of CUSD staff traveled to China and attended the 2010 Chinese Bridge Delegation to China program in Beijing. The program provided school site visits, lectures and workshops regarding expanding opportunities for our teachers, students and families to travel to China. In addition the delegation attended a "meet and greet" hosted by the Chongqing school district. The California delegation rotated through tables set up with school displays of various K-12 Chinese schools. Time was provided to explore sister school partnerships. Out of that visit exchange relationships were established with other schools in China. In addition the trip provided networking opportunities for schools throughout California and across the United States that offer Chinese language and culture. During the trip, the California delegation traveled as a group through Beijing and to schools in Chongqing. In very short order CUSD hopes to begin active exchanges, summer language and culture programs, and collaboration in a variety of areas with our new partner schools in China.

In summary, we believe that the above examples of steps that we have taken to establish Chinese language and culture programs in our CUSD school community; and the continuing energy, interest, and imagination among the schools suggest that further expansion of our programs is in order.

In addition to providing and promoting Chinese language and culture instruction through CSU, Chico, our local university, and local schools, a wide range of cultural activities will follow from these relationships. For instance, we will hold Chinese language contests for local school students, arrange related field trips, organize celebrations and cultural activities for traditional Chinese holidays, and offer a lecture series on various topics related to Chinese language and culture. The range of activities and efforts to be planned and implemented through the classes will have a focus on enhancing the mutual understanding and friendship between the Chinese people and other peoples of the world, promoting economic and trade cooperation as well as educational, scientific, and cultural exchanges. Through our partnership with CSUC, we will seek to enhance the academic standards in our enrichment offerings.

Plans for 2010-11 School Year:

Our hope is to continue the fruitful relationship with CSU, Chico and expand the after school program. Eventually this program may expand into a fully developed Chinese language program at primary, junior high, and secondary schools if the strong parent/community support indicates the aspiration for such an expansion. CSU, Chico would be a strong partner in this endeavor.

In addition to providing and promoting Chinese language and culture instruction through CSU, Chico, and local schools, a wide range of cultural activities can be organized. For instance, we will hold Chinese language contests for local school students, organize celebrations and cultural activities for traditional Chinese holidays, and offer a lecture series on various topics related to Chinese language and culture.

The range of activities and efforts to be planned and implemented will focus on enhancing the mutual understanding and friendship between the Chinese people and other peoples of the world, promoting economic and trade cooperation as well as educational, scientific, and cultural exchanges.

PARTICIPATING SCHOOLS

Shasta, Sierra View, Parkview, Chapman, Hooker Oak,
Neal Dow, Marsh Junior High and Chico High School

PROPOSED AGENDA ITEM: Chico Green School Notice to Remedy

Prepared by: John Bohannon

- Consent
 Information Only
 Discussion/Action

Board Date: Sept. 15 2010

Background Information

CUSD approved the Charter Petition for Chico Green School and as such as oversight duties to make sure the new charter school is following the tenants of its charter and following the law as it applies to charter schools in order to assure the school is providing a secure, successful learning environment for students.

Several concerns have been brought to CUSD's attention. A letter of remedy was recently delivered to Chico Green board members to fix the following concerns:

1. Chico Green School's first day of instruction was Tuesday, September 7, 2010. The District has received information that the school has not yet hired teachers in all of the areas creditable under the "A" to "G" admissions requirements for UC/CSU, including but not limited to the following: Pre-Calculus, Trigonometry, Physics, Advanced Foreign Language & Immersion.
2. The Chico Green School charter states that "[w]e will begin our first year with a population of 50 students in the 9th and 10th grades. Over the next few years we intend to grow to a size of approximately 200 students in 9th through 12th grades." (Charter Petition, p. 1) As of September 7, 2010, the Chico Green School website, under the "Enroll Now" link, states that "Chico Green School is pleased to announce that we are now accepting enrollment for the 11th grade" and Green's school enrollment shows approximately 10 11th graders enrolled.
3. The District has been informed that the charter school has failed to develop curriculum for the educational program set forth in the charter, and that the charter school has failed to implement industry-standard attendance accounting practices.
4. At least two members of the Chico Green School Board have resigned since September 1, 2010. The District also believes that the Board Chair and Secretary have submitted or will soon submit their resignation as well. Such rapid turnover in Board membership during the crucial opening weeks of school threatens the charter school's governance and operations. In addition, after the Board of Directors placed the Director on administrative leave on September 5, 2010. Therefore, in addition to the Board turnover, the school has no director.
5. The Board recently took personnel action with respect to the charter school's director. The District believes that a quorum of the Board may have met with the school's staff during the first week of September to discuss personnel matters without an agenda meeting, in violation of the Brown Act. (Government Code section 54952.2, 54954.2.)
6. The minutes of the Board's meetings appear to be inaccurate in terms of recording the votes cast by Board members, and/or the Board members present when action was taken. In some instances, votes are recorded as "unanimous" even though the

number of persons voting differs from the number of members present. (*See, e.g.*, Minutes from meetings of July 25, 2010, September 3, 2010).

7. The District believes that the Board of Directors has not complied with the posting requirements of the Brown Act, including the failure to post agendas of all meetings at the school site.
8. The District has been informed that the charter school's facility does not maintain a sufficient number of fire extinguishers to meet legal requirements.

CUSD has requested a response from Chico Green by Sept. 14 and asked represents from Green to be at the board meeting to discuss with the CUSD board.

Educational Implications

The district must assure that Chico Green has taken the necessary steps to assure it can appropriately serve 11th graders.

Fiscal Implications

Additional Information

Violations of the Charter petition, health and safety violations and violations of the Brown Act are all reasons a charter can be revoked.

PROPOSED AGENDA ITEM: Pivot On-line Charter Material Change

Prepared by: John Bohannon

- Consent
- Information Only
- Discussion/Action

Board Date: September 15, 2010

Background Information

The approval of Pivot Online Charter approval was contingent on the new school only offering high school course on the UC-certified a-g course list. To date, Pivot's on-line course provider, Advanced Academics, has not received a-g certification of the UC system.

Pivot director Brook Sell will discuss options with the board to meet a-g requirements, including using a different provider that is already on the UC-certified a-g list and/or offering only Advanced Placement courses.

Educational Implications

Pivot is unable to offer classes for high school students until they have a-g approval.

Fiscal Implications

Additional Information

The first day of instruction for Pivot is scheduled for Sept. 27, 2010. Currently, they have enrolled two sixth graders for whom the a-g requirement does not impact.

PROPOSED AGENDA ITEM: Budget Update
2009-10 Year End Unaudited Actual Financial Statement

Prepared by: Jan Combes
Assistant Superintendent, Business Services

Consent
 Information Only
 Discussion/Action

Board Date: 09/15/2010

Background Information:

The district is required to submit the 2009-10 year end financial statements to the Butte County Office of Education by October 1. The county will review the information and forward it to the state. This report is prepared using the state software in a format approved by the Department of Education (Standardized Account Code Structure, known as SACS). Individual SACS reports are prepared for each of the district's funds.

The financial statement is a presentation of the 2009-10 revenues, expenses, assets, liabilities and fund balances by fund. In addition supplementary schedules provide reconciliation of the district's attendance and revenue limit as well as additional data.

The district's July 1, 2010 adopted budget is presented on the right side for comparison purposes only.

The district is not revising the 2010-11 budget insofar as the state budget has not yet passed.

Education Implications:

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

Fiscal Implications:

The district ended the year with an \$18.3 million ending fund balance, of which \$9.6 million was cash in the county treasury as of June 30, 2010. This compares to cash of \$16 million at the end of 2008-09. The State continues to defer payments to schools for 2010-11 to help maintain their own cash commitments.

The \$18.35 million ending fund balance is composed of:

- \$303,814 in revolving cash, prepaid expenditures and warehouse stores inventory, making these funds unavailable for budget allocation
- \$240,700 in Unrealized Gains of Investments (equity in the market that would not be realized unless we sold our investments), making these funds unavailable for budget allocation
- \$2.1 million in "unrestricted" funds that remain designated carryover for schools, programs, and one-time expenses that were not completed by the end of 2009-10; these dollars will be added to the working budget during September and reflected as part of the expenses for 2010-11 at the First Interim Report
- \$4.6 million in legally "restricted funds" including \$2.4 million of the federal American Recovery and Reinvestment Act School Fiscal Stabilization Funds (ARRA - SFSF) that are, in fact, being used for general operating purpose; these dollars will be reallocated to be spent in 2010-11.
- \$11 million in unrestricted, undesignated reserves (11%) as of June 30, 2010 which is \$1 million more than projected in June, 2010.

- The increase in the reserves represent 1% of a \$100 million dollar budget
- An analysis of the budget variances by type of expense is attached

The 2010-11 Budget as adopted expects to spend down these reserves by \$4.4 million unrestricted as well as one-time ARRA-SFSF monies which are part of the restricted budget. The nature of ARRA funds artificially masques the structural deficit. The structural deficit is about \$8.8 million, expected to grow to \$10 million in 2010-11 based on the July 1 Adopted Budget Multi Year Projections for 2010-11.

Almost all California school districts are ending the year with unnaturally high reserves, and yet an unprecedented number of school districts have filed qualified or negative budget certifications because they are unable to show how they will meet their obligations for 2011-12 and 2012-13.

As a result of the structural shortfall in the budget projections, the Chico Unified School District continues its negative budget certification despite the additional funds.

Recommendation: Approve 2009-10 Year End Unaudited Actual Financial Statement as presented.

2009-10 Year End Closing	Budget	Actual	Variance
Revenue Limit	\$ 60,172,931	\$ 60,486,507	\$ 313,576
Federal Unrestricted	\$ 62,954	\$ 66,715	\$ 3,761
Other State	\$ 9,817,992	\$ 9,817,462	\$ (530)
Other Local	\$ 1,400,043	\$ 1,850,682	\$ 450,639
Transfers In	\$ 3,763,912	\$ 3,554,405	\$ (209,507)
Additional Revenues	\$ 75,217,832	\$ 75,775,771	\$ 557,939 0.7%
Certificated Salaries	\$ 36,081,413	\$ 36,088,438	\$ (7,025)
Classified Salaries	\$ 7,317,571	\$ 7,159,334	\$ 158,237
Employee Benefits	\$ 15,421,416	\$ 15,989,589	\$ (568,173)
Supplies, Services, Capital Outlay	\$ 7,681,566	\$ 6,167,369	\$ 1,514,197
Other Outgo/Indirect Cost	\$ (1,156,804)	\$ (765,026)	\$ (391,778)
Transfers Out	\$ 1,706,396	\$ 1,745,278	\$ (38,882)
Encroachment	\$ 10,887,052	\$ 9,750,021	\$ 1,137,031
Reduced Expenditures	\$ 77,938,610	\$ 76,135,003	\$ 1,803,607 2.31%
Ending Fund Balance, Unrestricted	\$ 11,397,922	\$ 13,759,470	\$ 2,361,548
Revolving Cash Fund	\$ 25,000	\$ 25,000	\$ -
Increased Stores Inventory	\$ 172,364	\$ 239,602	\$ 67,238
Prepaid Expenses	\$ 39,211	\$ 39,211	\$ -
3% Reserve for Economic Uncertainty	\$ 3,126,441	\$ 3,010,688	\$ (115,753)
Decrease in Fair Market Value	\$ 445,437	\$ 240,700	\$ (204,737)
Funds Carried for Programs and Sites	\$ 615,000	\$ 2,177,054	\$ 1,562,054
Improvement in Undesignated Funds	\$ 6,974,469	\$ 8,027,215	\$ 1,052,746

**TITLE: Architectural Agreement – Chico High School Lincoln Hall/Field House
Stafford King & Wiese Architects**

Action X
Consent
Information

September 15, 2010

Prepared by: *Michael Weissenborn, Facilities Planner/Construction Manager*

Background information

On March 3, 2010 the Board of Education directed staff to develop a pool of Architects to design Board identified Measure A, phase III projects. On June 30, 2010 the Board of Education approved the committee recommendations for architects and specified project assignments.

Educational Implications

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

Fiscal Implications

The source of funding for these Architectural services is Measure A bond funds.

Additional Information

Stafford King Weise Architects will proceed with conceptual design regarding the Lincoln Hall/Field House project at Chico High School. The conceptual design phase includes gathering information from the Stakeholder Group on the programming, space requirements and constraints of the site. These are balanced with the budget available for the project to present a series of potential design solutions and inform the District on the scope of the commitment. Once the conceptual design is approved by the Board, the District will enter into the District's standard agreement with the Architect to provide design and contract administration services.

Recommendation

It is requested that the Board of Education authorize the Assistant Superintendent, Business Services to approve and execute the Professional Services Proposal for Stafford King Wiese Architects.

**STAFFORD
KING
WIESE**
ARCHITECTS

September 8, 2010

ARCHITECTURE

PLANNING

INTERIORS

Mr. Mike Weissenhorn
Facilities Planning/Construction Manager
Chico Unified School District
2455 Carmichael Drive
Chico, CA 95928

RE: Chico Unified School District
Chico High School - Lincoln Hall/Field House
SKW #4185.00, Task 1 – Pre-design

PROFESSIONAL SERVICES PROPOSAL

Based on project scoping information assembled in advance of the March 3, 2010 Chico Unified School District Board Meeting, and subsequent conversations, we are presenting the following proposal. The fee associated with the Architectural Delivery assumes a new combined Lincoln Hall with a Field House. If the project entails a modernization of the existing Lincoln Hall, a separate Field House, or has significant changes to project scope, fee adjustments may be required.

PROJECT DESCRIPTION

Function Goals:

The existing Lincoln Hall on the Chico High School campus will be **modified or replaced** to better serve the needs of the school. Limited input to date indicates that this is a food service and dining facility with goals to better facilitate the current campus nutritional program needs and to act as a more attractive draw to the student body. The kitchen is a critical area of focus for renovation or replacement, providing a superior environment for preparing and serving meals. The dining facility should incorporate an updated indoor dining space coupled with a seamless transition to an outdoor dining environment. Additionally, other critical functional needs include athletic spaces, book storage and after school program requirements. Gym and wrestling spaces are the larger elements of the physical education program components envisioned for this project.

Economy Goals:

Funding for this effort will come from District bond sources. A preliminary project cost estimate of \$8.4M construction cost has been used for the basis of this proposal. Final construction and project costs will be determined in greater detail once the Pre-design phase is completed.

Form Goals:

The pieces of the project that make up the look and feel will help redefine the Chico High School campus' overall environment, including the circulation and architectural character. The new architecture will be sensitively developed, keeping the high school context and surrounding

neighborhood in mind. The aesthetic will reflect a collegiate, professional and timeless look through materials and their application, throughout the finished project.

Sustainability Goals:

Special attention will be given to high-performance goals for the campus. Major components that address reductions in operating costs and improve indoor environments will be studied and emphasized. Passive and active high-performance systems approaches will drive many of the architectural decisions for this facility. This project will comply with the CHPS criteria for high performance schools.

SCOPE OF WORK

Task 1: Pre-design

- Goals:** Establish the overall vision, program, scope, and placement of the project.
- Outcomes:** Supporting information that allows solid decision making by the Instructional Site Council and the Facility Staff.
- Decisions:** Confirmation and direction of the components of the project and the location for those elements.
- Deliverables:** Presentations and supporting documentation to determine project parameters, including a detailed project program.
- Process:** A series of workshop meetings with various stakeholder groups to develop the program definition, facility placement, and final project budgets. The process will include the following steps:

Site Investigative Services
Visioning Sessions with Stakeholders
Discovery and Option Development
Balance various options
Project direction definition
Final option presentation
Detailed Program
Approval to move forward with Schematic Design

- Schedule:** The assessments will take place late in July of 2010 with stakeholder group meetings happening during the week of August 16, 2010. See attached "draft" schedule.

Mr. Mike Weissenhorn
Architectural Services Proposal
Chico High School – Lincoln Hall/Field House
SKW #4185.00 Task 1
Page 3 of 3

COMPENSATION


The architectural fixed fee will be \$70,000.00.

Additional Attachments: Attachment B; Preliminary Project Schedule
Attachment C; Reimbursable Expenses Schedule
Attachment D; SKW Schedule of Billing Rates – 2009

cc: Contracts / CUSD / 4185
Accounting / Contracts / 4185
PA 4185 / 11.2

If this proposal is acceptable please indicate by signing below.

Stafford King Wiese Architects


By: Pat Derickson, AIA – President

Chico Unified School District

By: Kelly Staley, Superintendent

JP 9/8
Jm

**TITLE: Architectural Agreement – Inspire School of Arts and Sciences Housing
NTD Architecture**

Action X
Consent
Information

September 15, 2010

Prepared by: *Michael Weissenborn, Facilities Planner/Construction Manager*

Background information

On March 3, 2010 the Board of Education directed staff to develop a pool of Architects to design Board identified Measure A, phase III projects. On June 30, 2010 the Board of Education approved the committee recommendations for architects and specified project assignments.

Educational Implications

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

Fiscal Implications

The source of funding for these Architectural services is Measure A bond funds.

Additional Information

NTD Architecture will proceed with conceptual designs regarding the permanent housing of Inspire School of Arts and Sciences. The conceptual design phase includes gathering information from the Stakeholder Group on the programming, space requirements, site selection and constraints of the site. These are balanced with the budget available for the project to present a series of potential design solutions and inform the District on the scope of the commitment. Once the conceptual design is approved by the Board, the District will enter into the District’s standard agreement with the Architect to provide design and contract administration services.

Recommendation

It is requested that the Board of Education authorize the Assistant Superintendent, Business Services to approve and execute the Inspire High School Facilities Master Plan and Schematic Design Agreement with NTD Architecture.



Exhibit A

Inspire High School Facilities Master Plan and Schematic Design Agreement
NTD Project #: 2010-0105-00

PROJECT DESCRIPTION

This project consists of the development of a Facilities Master Plan for Inspire High School (IHS). The Master Plan shall be a dynamic road map for future growth of Inspire High School and describe the facility resources needed to support the Mission and Educational Plan.

Scope of Services

Develop The Master Plan

1. Build Common Understanding, Beliefs and Vision
2. Confirm Educational Needs
3. Identify Funding Resources and Options
4. Develop Recommendations
5. Seek Input From the Larger Community
6. Create the Master Plan

PREFACE: Working with the Inspire staff, we will listen to the many individuals who work in and care about your schools, then work with representatives of this larger group to identify vision, goals, objectives, needs, and priorities for the learning environment. These combine with well-researched data on current and future enrollment trends, existing facilities, community needs and resources, and other factors to develop a plan.

NTD will provide the support and technical skills to help create the plan that is uniquely yours, technically and financially feasible, meets community values and expectations, articulates educational goals, and gives practical directions for implementation of a sound facilities plan.

We have seen again and again that a plan supported by all members of the charter school team and community is easier to finance, easier to implement, and always focuses on serving the goals of the school. We believe that this type of values-based approach will help to clarify the mission and purpose of the master plan process by aligning our practices with IHS's mission and goals.

Approach

Step 1: Build Common Understanding, Beliefs & Vision

- **Primary Goals:**
 - IHS has an existing mission and goals, which will form the basis of discovery and assessment. Building upon this vision we will build Consensus of Shared Vision through Visioning Process, Facility Analysis and Research.
- **Task Overview:**
 - Site Review on six District Sites- Committee Recommendations
 - Develop Summary of Existing Community Context, Facilities and Programs
 - Existing Demographics Review
 - Learning Goals and Strategies
 - State & National Standards
 - Stakeholder's Perspectives
 - Facilities Assessment

- Consider What Could Be; Common Future Focus
 - Current Research and Best Practices
 - What IHS Does Best, What It Needs to Improve
 - Future Trends and Implications
 - Changing Expectations for Children, Families, and Schools
 - Formalize Shared Beliefs
 - Education, Schools, Community
 - Craft Collective Vision for Education
- **Outcomes and Deliverables:**
 - Detailed Summaries of Tasks Listed Above
 - Prioritized Summary of Facility Needs
 - Statement of Purpose

Step 2: Determine Educational Needs

- **Primary Goals:**
 - IHS has an existing Educational Goals, which will form the basis of discovery and assessment of Educational Needs; through Investigations of School/Community Trends, Clarification of School and Community Educational Vision, and Presentation of Facility/Program Opportunities.
- **Task Overview:**
 - Review Regional Demographic and Enrollment Projections as itemized by IHS.
 - Discuss, Clarify, and Prioritize Shared Beliefs and Vision
 - School to College/Career linkage; Increased Parent and Community Involvement; Integrate Schools with Community (joint-use opportunities); Stimulating Educational Opportunities; and Schools as Host of Before and After-School Centers to Better Serve Families.
 - What Programs Would We Really Like to Offer to Our Students
 - Summary of Specific Group Needs
 - Summary of Whole Community Needs
 - Overview of Needs Summarized as Shared Beliefs
 - Ability of Ex. Facilities to Meet Current and Future Curricular Needs
 - Develop List of Facilities Needs and Opportunities
 - Educational Program Needs
 - Prepare and Serve Fresh and Healthy Foods
 - Playgrounds Include a Variety of Play and Exercise Opportunities
 - Pull-out Spaces in Schools Are Appropriate for the Uses
 - Staff Work Space that is Adequate and Addresses Special Needs
 - Green/Sustainable Facility Options and Corresponding Educational/Curriculum Opportunities
 - Student Safety Upgrades Such As Safe Walking, Biking, Drop-Off Areas as well as Well-Monitored Indoor and Outdoor Group Areas
 - Community Use Opportunities
 - Conduct Site Visit to an alternative project based learning program; New Technology High School or other program of comparative nature to Inspire.



- **Outcomes and Deliverables:**
 - Detailed Summaries of Tasks Listed Above Including:
 - Summary of Demographic and Enrollment Trends and Projections
 - Summary of Educational Needs.
 - Summary of Facility/Program Opportunities
 - Educational Needs Summary and Narrative

Step 3: Identify Funding Resources & Options

- **Primary Goals:**
 - Identify Funding Resources and Options by Identifying Traditional Sources as well as by Exploring Unique Strategies and Partnerships
- **Task Overview:**
 - Identify Significant Private and Public Resources
 - Explore Partnerships, Financing, and Relationships
 - Investigate Strategies to Maintain Fiscally Sound Operating Practices to Preserve Funding for Instructional Program
 - Strategize Opportunities to Share Community and School Resources by Viewing Larger Community as our Floor Plan
- **Outcomes and Deliverables:**
 - Detailed Summary of Funding Resources and Options

Step 4: Develop Recommendations

- **Primary Goals:**
 - Develop Facilities Recommendations that Prioritize Needs and Take Into Account Funding and Other Limitations
- **Task Overview:**
 - Develop Facilities Recommendations through Conceptual Planning & Design
 - Incorporate Response to Existing Conditions, Beliefs, Needs, and Resources
 - Address Limitations and Constraints
 - Check Recommendations for Feasibility, Consistency, and Parity
- **Outcomes and Deliverables:**
 - Detailed Summary of Facilities Recommendations

Step 5: Seek Input from the Larger Community

- **Primary Goals:**
 - Build Consensus by Seeking Input From Larger Community and Market Community Outreach Process
- **Task Overview:**
 - Establish Community Communication Plan
 - Steering Committee Newsletter/Updates
 - Involve Local Media/PR
 - Broad Stakeholder Outreach
 - Public Listening, Recording, and Responding

- **Outcomes and Deliverables:**
 - Documented Community Consensus-Building Process That Supports Moving Forward with Creation and Implementation of Master Plan

Step 6: Create the Master Plan (Schematic Design)

- **Primary Goals:**
 - Develop Master Plan Document which is equivalent to a Schematic Design package that incorporates Community Feedback and Recommendations
- **Task Overview:**
 - Prioritize Recommendations
 - Identify Action, Timeline, Resources, and Assignments
 - Draft Master Plan Document
 - Submit Plan For Discussion and Input
- **Outcomes and Deliverables:**
 - Final Master Plan Document:
 - Schematic Design Documents
 - Outline Specifications
 - Cost Estimate
 - Board Final Approval
 - Celebration of Milestone (Community Relations)

Exhibit B

Inspire High School Facilities Master Plan Agreement
NTD Project #: 2010-0105-00

COMPONENTS OF A FACILITIES MASTER PLAN FOR INSPIRE HIGH SCHOOL

- Review of Educational Program and IHS Vision/Goals (provided by IHS)
- Analysis of Existing Facilities & Needs
- Review of Demographics and Trends (provided by IHS)
- Prioritization of Current and Future Needs
- Analysis of Financing Options Available
- Detailed Plan for Implementation
- Community Process

Exhibit C

Inspire High School Facilities Master Plan Agreement
 NTD Project #: 2010-0105-00

PROJECT SCHEDULE (Preliminary Draft)

Information Gathering August – September 2010
Site Surveys August – September 2010

Step 1: Build Common Understanding, Beliefs & Vision

- Introduction, Goals, Site Selection Week of 8/23
- Develop Summary of Existing Community Context, Facilities and Programs Week of 9/6
 - Consider What Could Be; Common Future Focus

Step 2: Determine Educational Needs

- Review Regional Demographic and Enrollment Projections as itemized by IHS. Week of 9/20
 - Discuss, Clarify, and Prioritize Shared Vision
- Develop List of Facilities Needs Week of 9/20
- Conduct Site Visit Week of 9/27
- Finalize List of Facilities Needs Week of 10/4

Step 3: Identify Funding Resources & Options

- Funding Resource Options Week of 10/4

Step 4: Develop Recommendations

- Conceptual Planning & Design- Part 1 Week of 10/18
 - Incorporate Response to Existing Conditions, Beliefs, Needs, and Resources
- Conceptual Planning & Design- Part 2 Week of 11/1
 - Address Limitations and Constraints
 - Check Recommendations for Feasibility, Consistency, and Parity

Step 5: Seek Input from the Larger Community

- Steering Committee Input On-Going
- Community Input Week of 11/15
- Board Workshop- Draft FMP TBD

Step 6: Create the Master Plan

- Schematic Design 11-1 through 12/17
- Board Presentation / SD Approval TBD



PROPOSED EXPANDED SCHEDULE

(To be executed under subsequent agreement following approval of Facilities Master Plan)

Schedule Option 1: Traditional (Single Phase)

Site & Building Development Package

Design Development	January - February
Construction Documents	March - May
Agency Submittal	May - November
LLB: Bidding / Negotiations	December - February
Construction Administration	March – March
Occupancy	Spring 2013

Schedule Option 2: Alternative (Multiple Phase)

Site Development Package

Design Development	January - February
Construction Documents	February - April
Agency Submittal	April - July
LLB: Bidding / Negotiations	May – July
Construction Administration	August – On-going

Building Development Package

Design Development	January - February
Construction Documents	March - May
Agency Submittal	May - October
LLB: Bidding / Negotiations	September - October
Construction Administration	October – On-going
Occupancy	August 2012

Exhibit D

Inspire High School Facilities Master Plan Agreement
 NTD Project #: 2010-0105-00

ARCHITECTURAL FEE SCHEDULE

NTD Architecture proposes to perform these services on a fixed fee. The schematic design portion of the scope assumes a \$5M hard construction cost with the programming and community process an additional service:

Basic Services

Programming & Collaborative Planning	\$62,500
Schematic Design	\$75,000
Subtotal	\$137,500

The remainder of the scope of services is subject to future negotiations based upon the project budget and scope as approved following the Facilities Master Plan.

This work plan is based on a planned level of meetings and the participation of IHS. As the Master Plan develops it is anticipated that additional participation may be required beyond that proposed by this fee structure. These additional services shall be presented to the District as they are requested.

Architect will provide single copy graphics of each presentation or solution.

Additional Services:

- Reimbursable expenses beyond what is defined in Basic Services
- Educational Specification

If this proposal meets with your acceptance, please issue to us a Purchase Order. We thank you for the opportunity to be of continuing service.

Sincerely,

Jordan Knighton, AIA
 Partner
 NTD Architecture
 C-15848

 Approval

 Date

 Printed Name & Title



Exhibit E

Inspire High School Facilities Master Plan Agreement
NTD Project #: 2010-0105-00

The following information/documentation is solicited from the District to assist in the master planning effort:

Documents:

- Geotechnical Report(s)
- Title Report
- Site Surveys
- Environmental Reports; Particularly Identifying Wetland Areas
- Aerial Photographs
- Topographic Surveys
- Educational Master Plan(s)
- Technology Plan
- Building 'As-Builts' Plans
- Site Infrastructure Drawings
- Hazardous Material Reports
- Facility Assessments
- Prior Planning Documents

Other:

- Name and Contact Information For All Services and Utilities Serving IHS.
- Demographics Information
- Design/Construction Standards
- Potential Community Partnerships
- Any Prior CDE, OPSC, State Application/Submittals.
- Charter Petition
- Educational Specifications

TITLE: Architectural Agreement – Pleasant Valley High School New Classroom Building – Nichols, Melburg and Rosetto Architects and Engineers

Action X
Consent
Information

September 15, 2010

Prepared by: *Michael Weissenborn, Facilities Planner/Construction Manager*

Background information

On March 3, 2010 the Board of Education directed staff to develop a pool of Architects to design Board identified Measure A, phase III projects. On June 30, 2010 the Board of Education approved the committee recommendations for architects and specified project assignments.

Educational Implications

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

Fiscal Implications

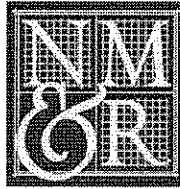
The source of funding for these Architectural services is Measure A bond funds.

Additional Information

Nichols Melburg and Rosetto Architects will proceed with conceptual design regarding the new classroom building at Pleasant Valley High School. The conceptual design phase includes gathering information from the Stakeholder Group on the programming, space requirements and constraints of the site. These are balanced with the budget available for the project to present a series of potential design solutions and inform the District on the scope of the commitment. Once the conceptual design is approved by the Board, the District will enter into the District's standard agreement with the Architect to provide design and contract administration services.

Recommendation

It is requested that the Board of Education authorize the Assistant Superintendent, Business Services to approve and execute the Facility Design Agreement for Nichols Melburg and Rosetto Architects and Engineers.



FACILITY DESIGN AGREEMENT BETWEEN DISTRICT AND ARCHITECT

This AGREEMENT made as of the 25th day of August, 2010 shall be

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

and the Architect: Nichols, Melburg & Rossetto
555 Main Street, Suite 300
Chico, California 95928

Project: Pleasant Valley High School Classroom Building:
Preliminary Design and Exploration

Project Location(s): 1475 East Avenue
Chico, California 95926

Any other provision of this agreement notwithstanding, it shall be understood by the parties to this agreement that "District" referred to herein is the Chico Unified School District.

UNDERSTANDING OF PROJECT

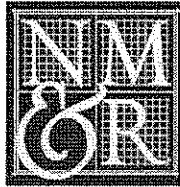
The scope of work under this agreement includes programming and preliminary design for a new multi-story classroom building to replace existing modular classrooms proposed for decommissioning and removal (NMR Job # 09-2506.1). It is understood that the District has adopted the Collaborative for High Performance Schools (CHPS) as their design standard for new construction.

SECTION 1 – ARCHITECT'S SERVICES & RESPONSIBILITIES

The Architect's Basic Services for the above Project are as described below.

1.1 PROGRAMMING PHASE

Using data, provided by District, Architect shall develop an Education Specification and block diagrams for District's review and critique. Included are the following services:



- 1.1.1 Meetings with District to determine the required features, adjacencies between individuals or work groups, equipment needs and other programmatic elements of the project.
- 1.1.2 Based in part on demographic information provided by District, prepare an Educational Specification identifying the size and key components for each space and the overall required size of the facility based on projected needs.
- 1.1.3 Evaluate the existing campus' electrical and life/safety systems to determine their adequacy to support the proposed building addition.
- 1.1.4 Prepare block diagrams for a maximum of three floor plan/site plan configurations and revise and refine the option selected by District once prior to the initiation of the Preliminary Design Phase.
- 1.1.5 Present the final programming documents to District, Campus Staff, Instructional Council Members and, if requested by District, present the final programming documents to the CUSD trustees at a public meeting.

1.2 PRELIMINARY DESIGN PHASE

Based on the Building and Site requirements identified in the Programming Phase, Architect shall develop preliminary design documents for the Project. Included are the following services:

- 1.2.1 Architect shall engage Civil Engineer approved in advance by District and complete the following:
 - 1.2.1.1 Research and document existing utility locations ingress and egress points, existing easements, right of way dedications, and building setbacks.
 - 1.2.1.2 Conduct a topographic study to document existing underground utilities and locate existing improvements, their relationship to each other and to a vertical elevation control point (datum point).
 - 1.2.1.3 Research the required offsite improvements resulting from project construction with agencies having jurisdiction (i.e. curb, gutter, and sidewalk, storm drainage and other public improvements or additional right-of-way dedications).



- 1.2.2 Prepare an initial site plan, floor plans and exterior elevations and revise and refine these twice based on District's review and critique.
- 1.2.3 Prepare two preliminary exterior design concepts and revise and refine the selected option twice based on District's review and critique.
- 1.2.4 Prepare final colored presentation site plan and floor plans.
- 1.2.5 Prepare final colored exterior renderings of the proposed project.
- 1.2.6 Assist District and their selected Lease, Lease-back General Contractor in their development of the preliminary opinion of cost for construction of the Project.
- 1.2.7 Present the final Preliminary Design documents to District, Campus Staff, and Instructional Council members and, if requested by District, present the final Preliminary Design documents to the CUSD trustees at a public meeting

1.3 CONTINGENT ADDITIONAL SERVICES

Services not described above are Contingent Additional Services and shall be provided if authorized in writing by District. Contingent Additional Services include but are not limited to:

- 1.3.1 Preparation of owning or operating cost studies, life cycle cost analyses, energy effectiveness studies or compilation of operation and maintenance manuals.
- 1.3.2 Structural, mechanical or electrical engineering or plumbing design other than the electrical capacity investigation described in the Programming Phase (Section 1.1).
- 1.3.3 Work involving use permits, general plan amendments or other forms of land use entitlements.
- 1.3.4 Design of off-site improvements or extensions of off-site utilities made necessary by the proposed Project discovered in the Preliminary Design Phase (Section 1.2).
- 1.3.5 Civil engineering or site design including modification to existing site or off-site improvements beyond the site investigation described in the Preliminary Design Phase (Section 1.2).



- 1.3.6 Landscape or irrigation system design.
- 1.3.7 Interior Design Services including but not limited to selection of window coverings, furniture and artwork.
- 1.3.8 Work involving making or processing applications for service through local utility companies.
- 1.3.9 Renderings, models, computer generated animations or other forms of presentation materials beyond those described in the Preliminary Design Phase (Section 1.2).
- 1.3.10 Work involving environmental impact reports or other forms or environmental studies.
- 1.3.11 Preparation of Parcel Maps, easement plats and/or legal descriptions, American Land Title Association (ALTA) surveys and maps or flood studies.
- 1.3.12 Work required due to the discovery of asbestos or other hazardous materials.
- 1.3.13 Design work beyond that identified in the Programming Phase (Section 1.1) and the Preliminary Design Phase (Section 1.2), Contract document preparation, bidding assistance or construction administration services.
- 1.3.14 Preparation of Record Documents.

SECTION 2 - DISTRICT'S RESPONSIBILITIES

- 2.1 District shall, at its own expense, provide full information concerning its design objectives, programmatic and equipment needs, constraints and criteria. District shall furnish existing site plans, building plans and other data available as expeditiously as necessary for the orderly progress of Architect's professional services.
- 2.2 District shall provide a current Title Report and other available information on ingress and egress restrictions or other restrictions that may exist on the Project site.
- 2.3 The information described in Section 2.1 and 2.2 shall be furnished at District's expense and Architect shall be entitled to rely on its accuracy.



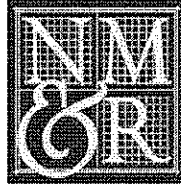
- 2.4 District, with consultation from Architect, shall make application to all agencies having jurisdiction over the Project and shall pay all plan review fees, permit fees, application fees and development fees.
- 2.5 District shall designate an individual to act as the prime liaison with Architect and Architect's consultants. District shall furnish required information, review Architect's work for conformity with District's objectives and render approvals and decisions as expeditiously as necessary for the orderly progress of Architect's services.
- 2.6 District, with consultation from Architect, shall develop a Project budget including reasonable contingencies for unknown conditions, bidding, minor defects or omissions in the design documents and escalation in the price of materials and labor.
- 2.7 District shall promptly render decisions to avoid unreasonable delay in the progress of Architect's work.

SECTION 3 – HAZARDOUS MATERIALS

- 3.1 Both parties acknowledge that the Architect's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Architect or any other party encounters any hazardous or toxic materials, or should it become known to the Architect that such materials may be present on or about the Project site or adjacent areas that may affect the performance of Architect's services, the Architect may, at its option and without liability for consequential or other damages, suspend performance of its services under this Agreement until District retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the Project site is in full compliance with all applicable laws and regulations.

SECTION 4 - OWNERSHIP AND USE OF DOCUMENTS

- 4.1 All designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement are instruments of service but shall remain the property of the District pursuant to Education Code §17316.
- 4.2 This Agreement creates a non-exclusive perpetual license for the District to copy, use, modify, reuse or sub-license any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings and other documents, or



any other works of authorship fixed in any tangible medium of expression including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

SECTION 5 - LIMITATION OF LIABILITY

- 5.1 Architect Indemnification. The Architect shall defend, indemnify, and hold harmless the District, the Governing Board of the District, each member of the Board, and their officers, agents and employees against the payment of any and all costs and expenses including, but not limited to, attorney's fees and litigation costs, claims, suits and liability resulting from, arising out of, or in any way connected with any negligent or wrongful acts or omissions of the Architect, the Architect's officers, employees, or consultants in performing or failing to perform any work, services, or functions provided for, referred to, or in any way connected with any work, services, or functions to be performed under this Agreement.
- 5.2 District Indemnification for Use of Third Party Materials. The District shall defend, indemnify, and hold harmless the Architect and its employees against any and all copyright infringement claims by any design professional formerly retained by the District arising out of Architect's completion, use or reuse of that former design professional's design or construction documents in performing this Agreement. Architect shall be entitled to such indemnification only if each of the following conditions are met: (a) Architect actually redraws or completes such other designs or construction documents; (b) Architect complies with the provisions of this Agreement regarding use of materials prepared by other design professionals; (c) District has supplied Architect with the previously prepared documents or materials; and (d) District expressly requests that the Architect utilize the designs or construction documents in question.
- 5.3 District Indemnification for Re-Use of Architect's Contractual Product. The District shall defend, indemnify and hold harmless the Architect and its employees against any and all claims arising out of reuse, by the District or any of its agents, of Architect's designs or construction documents as described in Section 4 of this Agreement.
- 5.4 It is understood and agreed that Architect has no constructive use of District's site; has no control or authority over the means, methods, and sequences of construction; and



therefore has no ongoing responsibility whatsoever for construction site safety, a responsibility that has been wholly vested in District's General Contractor.

SECTION 6 - TERMINATION OF AGREEMENT

- 6.1 Termination by District. This Agreement may be terminated or the Project may be cancelled by the District at any time for any or no reason immediately upon written notice to the Architect. In such event, the Architect shall be compensated for the services completed to the date of termination, together with compensation for such Additional Services performed after termination which are authorized by the District to wind up the work performed to the date of termination. Upon the District's request and authorization, Architect shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.
- 6.2 Termination by Architect. This Agreement may be terminated by the Architect upon written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a description of the District's substantial failure to perform, status of work completed as of the date of termination together with a description, and a cost estimate of the effort necessary to complete work in progress. In such event, the Architect shall be compensated for services completed to the date of termination, together with compensation for such Additional Services performed after termination which are authorized by the District to wind up the work performed to the date of termination. Upon the District's request and authorization, Architect shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.
- 6.3 Following the termination of this Agreement for any reason whatsoever, the District shall have the right to utilize any designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium or expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by the Architect. Architect shall promptly make any such documents or materials available to the District upon request without additional compensation.
- 6.4 In the event of the termination of this Agreement for any or no reason whatsoever, all designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium or expression including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect or any of its agents pursuant to the Agreement shall immediately, upon request by the District, be



delivered to the District. Architect may not refuse to provide such writings or materials for any reason whatsoever including, but not limited to, a possessory interest lien for any claim the Architect may have against the District or a claim by the Architect to an ownership interest in the intellectual property embodied in the documents or materials.

SECTION 7 - BASIS OF COMPENSATION

- 7.1 Compensation due Architect for all services described in Section 1.1 and 1.2 shall be a fixed fee of NINETY-FIVE THOUSAND DOLLARS AND NO CENTS (\$95,000.00).
- 7.2 Charges for Services described in Sections 1.1 and 1.2 shall be billed monthly, in proportion to the work actually completed, and in accordance with the attached Hourly Rate and Reimbursable Rate Schedule.
- 7.3 For Contingent Additional Services, provided under Section 1.3, compensation shall be on an hourly rates and charges basis in accordance with the attached Hourly Rate and Reimbursable Rate Schedule.
- 7.4 District shall be responsible for payment of Reimbursable Expenses which include actual expenditures made by the Architect in the interest of the Project for the following:
 - 7.4.1 Expense of transportation, including mileage, airfare, rental car, and living expenses in connection with travel, authorized by District.
 - 7.4.2 Long distance communications.
 - 7.4.3 Fees paid for securing approval of authorities having jurisdiction over the Project.
 - 7.4.4 Reproductions including those for Architect's office use (Blueprints, Plots, Copies, Photographs).
 - 7.4.5 Postage and handling of Drawings and Specifications.
 - 7.4.6 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the District in excess of that normally carried by Architect and Architect's consultants.
 - 7.4.7 Preparation of Title 24 Energy Calculations.



- 7.5 Each payment to Architect shall be made in the usual course of District business after presentation by Architect of a claim approved by District's authorized representative designating the services performed, the method of computation of the amount payable, and the amount payable. District shall pay approved invoices within forty-five (45) days after proper submission by Architect.

SECTION 8 - MISCELLANEOUS PROVISIONS

- 8.1 This Agreement shall be governed by the laws of the State of California, except it will be conclusively presumed that both parties had an equal part in the drafting of this Agreement. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Butte County, California provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the School District.
- 8.2 District and Architect bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement. Neither District nor Architect shall assign or otherwise transfer his interest in this Agreement without written consent of the other except that Architect reserves the right to retain duly licensed persons, firms or corporations as engineering or design consultants for portions of the Work herein provided for.
- 8.3 If any one or more of the terms, provisions, or conditions of this Agreement are declared invalid, unenforceable, or void by a court of competent jurisdiction, none of the remaining terms, provisions, or conditions shall be affected and shall be valid and enforceable.
- 8.4 Notwithstanding any other provisions in this Agreement to the contrary, nothing herein contained shall be construed as:
- 8.4.1 Constituting a guarantee, warranty or assurance, either express or implied, that the Architectural Services will yield or accomplish a perfect outcome for the Project; or
- 8.4.2 Obligating Architect to exercise professional skill or judgment greater than that which can reasonably be expected from other architects currently practicing under like circumstances; or
- 8.4.3 An assumption by Architect of the liability of any other party.



- 8.5 In the event of any litigation arising from or related to this agreement or the services provided under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees, and all other related expenses in such litigation.
- 8.6 It is specifically agreed that in the making and performance of this Agreement, the Architect is an independent contractor and is not and shall not be construed to be an officer or employee of the District.
- 8.7 The Architect's records of accounts regarding the Project shall be kept on a generally recognized accounting basis and shall be available to the District or its authorized representative at mutually convenient times.
- 8.8 All notices, certificates, or other communications hereunder shall be deemed given when: a) personally delivered; b) mailed by postage prepaid certified mail; or c) e-mail or facsimile, when accompanied by a proof of delivery and receipt, to the parties at the addresses first written above.
- 8.9 The Architect shall have the right to include representations of the design of the Project among the Architect's professional materials. The Architect's materials shall not include the District's confidential or proprietary information if the District has previously advised the Architect in writing of the specific information considered by the District to be confidential or proprietary.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 25th day of August, 2010.

Architect

Chico Unified School District:

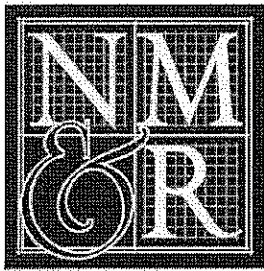
David A. Rogers
C26604
Nichols Melburg & Rossetto

By: _____

Title: _____

Signature (Person signing represents they are
legally authorized to sign on behalf of entity)

Nichols Melburg & Rossetto Architects
Hourly Rate and Reimbursable Rate Schedule
As of June 1, 2010



NICHOLS
MELBURG
ROSSETTO
ARCHITECTS/ENGINEERS

Principal Architect/Structural Engineer	\$170.00/hour
Associate Principal Architect/Engineer	\$140.00/hour
Senior Associate Architect	\$130.00/hour
Structural Engineer	\$130.00/hour
Associate	\$110.00/hour
QA/QC Representative	\$110.00/hour
Senior Project Architect/Representative	\$105.00/hour
Project Architect/Representative/Engineer	\$100.00/hour
Architect	\$95.00/hour
Architect Intern	\$90.00/hour
Medical Planner	\$90.00/hour
Interior Design	\$90.00/hour
CAD Operator I	\$90.00/hour
CAD Operator II	\$80.00/hour
CAD Operator III	\$75.00/hour
Project Administrator	\$75.00/hour
Administrative Analyst	\$65.00/hour
Technical Assistant	\$60.00/hour
Clerical	\$50.00/hour

REIMBURSABLE EXPENSE RATES:

REPROGRAPHICS

In-House Prints (24"x36")	\$2.50/each
In-House Prints (24"x36") for Qty. > 100/per order	\$2.00/each
In-House Prints (30"x42")	\$3.50/each
In-House Prints (30"x42") for Qty. > 100/per order	\$3.00/each
Prints (24"x36"/30"x42") printed by outside source (Available on Construction Sets ONLY)	Actual Expense + 10%
Copies (8-1/2x11)	\$.10/each
Copies (8-1/2x14)	\$.15/each
Copies (11x17)	\$.20/each
Color Copies (8-1/2x11)	\$.50/each
Color Copies (11x17)	\$.75/each

TRAVEL EXPENSES

Mileage..... Current IRS allowed amount

COMPUTER EXPENSES

Comp. Plots (24"x36" Bond- black and white)	\$4.00 per plot
1/2 size Plots.....	\$2.00 per plot
(30"x42" Bond- black and white)	\$5.00 per plot
1/2 size Plots.....	\$2.50 per plot
(11"x17"/8-1/2"x11" Bond- color)	\$5.00 per plot
(24"x36" Bond- color)	\$20.00 per plot
(30"x42" Bond- color)	\$25.00 per plot
Electronic transfer of drawing files.....	\$50.00 per dwg
for other than NMR and sub-consultant use	

AGENCY FEES

Approval and Plan Check Fees..... Actual Expense + 10%

CONSULTANTS

Consultant Billings (for additional services)..... Actual Expense + 10%
Consultant Reimbursable Expenses..... Actual Expense + 10%

OTHER PROJECT RELATED ITEMS (including travel)..... Actual Expense + 10%

**TITLE: Consultant Agreement – Newcomb Anderson McCormick Energy
Engineers – Solar Power Purchase Agreement**

Action X
Consent
Information

September 15, 2010

Prepared by: *Michael Weissenborn, Facilities Planner/Construction Manager*

Background information

On April 7, 2010 the Board authorized Staff to enter into a consultant agreement with Newcomb Anderson McCormick Energy Engineers (NAM) to assist the District in pursuing savings attainable by energy conservation and the production of renewable energy through photovoltaic (PV) systems.

With professional assistance from NAM, the District has completed feasibility analysis to determine which district sites are appropriate for the development of PV systems and circulated an RFP for Power Purchase Agreements with qualified solar energy firms. On September 3, 2010 four solar energy firms were interviewed by NAM and district staff.

Educational Implications

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

Fiscal Implications

No General Fund Impact. Cost is to be paid from Redevelopment Funds authorized under Health and Safety Code Section 33607.5(a)(5). These dollars are required to be used for educational facilities within the redevelopment area. The district currently receives approximately \$490,000 per year in these funds, of which 43.3% are local tax that is offset to the revenue limit (ADA funding) and 56.7% is deposited into Fund 42 at the County Treasury to be used strictly for facilities related projects. The fund currently has a balance of \$1,017,381.

Additional Information

The original consultant agreement with NAM was for \$64,090.00. The complexity of the RFP process and associated legal documentation has resulted in an increase in the consultant's hours.

Recommendation

It is requested that the Board of Education authorize the Assistant Superintendent, Business Services to approve and execute the consultant agreement with Newcomb Anderson McCormick Energy Engineering.

Mandatory Instructions
(click to view)

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

Business Services Use Only	
CA#	_____
V#	_____

CONSULTANT AGREEMENT

- A completed BS10a. "Certificate of Independent Consultant Agreement" guideline is:
 On File (click to view) Attached
- 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: Newcomb Anderson McCormick Energy Engineers
 Street Address/POB: 201 Mission Street, Suite 2000
 City, State, Zip Code: San Francisco, CA 94105
 Phone: 415-896-0300

Taxpayer ID/SSN:

This agreement will be in effect from: 09/15/10 to 12/30/10

Location(s) of Services: (site) District Wide

- Scope of Work to be performed: (attach separate sheet if necessary)
 Original estimates for the feasibility analysis and revisions to the Request for Proposals resulted in additional hours spent by the consultant.
- Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant services:
 Developing an RFP to acquire energy through a Power Purchase Agreement.

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

- 1) Redevelopment Fund 42
- 2)
- 3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	42	0000	0	0000	8500	5800	14	510
2)							5800	14	
3)							5800	14	

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

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

\$ 165.00 Per Unit, times 120.00 # Units = \$ 19,800.00 Total for Services

(Unit: Per Hour Per Day Per Activity)

9. Additional Expenses:

\$
\$
\$

Total for
0.00 Addit'l Expenses

\$ 19,800.00 Grand Total

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

(to be completed by Business Services)

CONSULTANT TERMS AND CONDITIONS

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

Consultant Name: **Newcomb Anderson McCormick**


Business Services Use Only	
CA#	_____
V#	_____

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

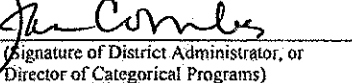
11. AGREED TO AND ACCEPTED: (If determined to be a Contract Employee, a payroll check will be issued with applicable taxes withheld.)


JOHN M. NEWCOMB
9-8-10
 (Signature of Consultant) (Print Name) (Date)


12. RECOMMENDED:


Michael Weissenborn, Facilities Planner
9-9-10
 (Signature of Originating Administrator) (Print Name) (Date)

13. APPROVED:


Jan Combes, Asst. Superintendent
9-9-10
 (Signature of District Administrator, or Director of Categorical Programs) (Print Name) (Date)

APPROVED:

Consultant
 Contract Employee

Scott Jones Director, Fiscal Services
9/10/10
 (Signature of District Admin.-Business Services) (Print Name) (Date)

14. Authorization for Payment:

<p>CHECK REQUIRED (Invoice to accompany payment request):</p> <p><input type="checkbox"/> Partial Payment thru: _____ (Date)</p> <p><input type="checkbox"/> Full or Final Payment</p>	<p>DISPOSITION OF CHECK by Accounts Payable: (check released upon completion of services)</p> <p><input type="checkbox"/> Send to Site Administrator: _____ (Date check required)</p> <p><input type="checkbox"/> Mail to Consultant</p>
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\$ _____	(Amount)	(Originating Administrator Signature – Use Blue Ink)	(Date)
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PROPOSED AGENDA ITEM: **Public Disclosure of AB 1200 document and Approval of a tentative agreement between CUSD and CSEA, Chapter 110 regarding Employee Assistance Program (EAP)**

Prepared by: Jan Combes, Assistant Superintendent of Business Services
Bob Feaster, Assistant Superintendent of Human Resources

Consent

Board Date September 15, 2010

Information

Discussion/Action

Background Information:

In accord with Assembly Bill 1200, Statutes of 1991, Chapter 1213 and with Government Code Sections, 3547.5 and 3540.2, the District is required to disclose the financial implications of collective bargaining agreement. The Board of Education (District) is also required to approve the tentative agreement, as is the Chapter, prior to the agreement being put into effect.

In 2002-03 the District entered into an agreement with CSEA, Chapter 110 to establish and fund an Employee Assistance Program (EAP). The program which offers short term legal, financial and emotional assistance was available to all CSEA, Chapter 110 members. The program was used by a significant number of employees and has been seen by both the District and the Chapter as valuable. The EAP has also been available to members of CUMA. The current "Red Plan" for medical benefits offered by the BSSP-JPA is available to all CUSD employees including CUTA, CSEA and CUMA. This "Red Plan" this year provides for an EAP as a part of the program at no additional cost to the District or the employees.

The District and CSEA, Chapter 110 recently reached a Tentative Agreement that allows for the "Red Plan" EAP to be the EAP provided to its members and for us to terminate our agreement with our current EAP provider.

Educational Implications:

None

Financial Implications:

By ending the contract with the current EAP provider, this Tentative Agreement with CSEA, Chapter 110 will save the District approximately \$17,000 per year. The total savings, including CUMA, will be approximately \$19,500 savings per year.


**Tentative Agreement
By and Between
Chico Unified School District
And the
California School Employees Association and its Chico Chapter #110**

7.5 Employee Assistance Program

The District shall provide an Employee Assistance Program (EAP) to all CSEA, Chapter 110 represented bargaining unit members. The EAP is currently provided by the Butte Schools Self-Insured Program (BSSP). In the event that the EAP is no longer offered by the BSSP or if the District is no longer a member of the BSSP, the parties will immediately commence negotiations over a replacement EAP plan. The EAP will be reviewed jointly by CSEA and the District each spring to determine usage and effectiveness.

This replaces all former language in the Collective Bargaining Agreement between the parties on the topic of EAP.


The language immediately following the current section 7.5 labeled "One Time Bonus" will be deleted from the Collective Bargaining Agreement.



Bob Feaster
Assistant Superintendent
Chico Unified School District

8-23-10

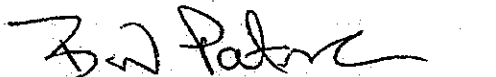
Date



Sean Sullivan, Chief Negotiator
CSEA, Chapter 110

8-23-10

Date



Bev Patrick, Secretary
CSEA, Chapter 110

8/23/10

Date

PUBLIC DISCLOSURE FORM

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

Bargaining/Represented Unit: California School Employees Association Chapter #110

Certificated Classified

The parties reached an agreement regarding the elimination of the Employee Assistance Plan due to other coverage being provided.
It will be acted upon by the District Governing Board at the meeting on Sept. 15, 2010

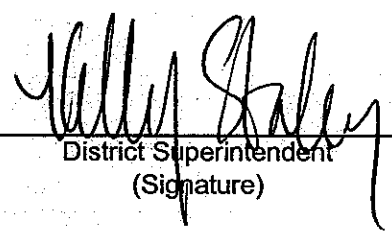
A. Proposed Change in Compensation	Fiscal Impact of Proposed Agreement for Concessions		
	2010-11	2011-12	2012-13
Eliminate Employee Assistance Plan effective Oct 1, 2010 \$3 per month per employee #REF!	\$ (13,125)	\$ (17,500)	\$ (17,500)
Dollar Change	\$ (13,125)	\$ (17,500)	\$ (17,500)
Percentage Change	-0.08	-0.11	-0.11
B. Average Cost of Compensation per Employee			
5 Total Number of Represented Employees 480.28	480.28	480.28	480.28
6 Total Reduction in Compensation per year per FTE	(\$27)	(\$36)	(\$36)
C. Change to Fund Balance	\$ 17,500	\$ 17,500	\$ 17,500
D. What are the Terms of the Agreement? See attached Tentative Agreement: employees now have an EAP plan as part of Health Coverage through Butte School Self Funded Programs (BSSP)			
E. Source of Funding for Agreement:	N/A --- This Agreement is for Concessions from CSEA		

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

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

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Chico Unified School District (District), hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Calif School Employees Association Chapter 110 Bargaining Unit, during the term of the agreement from July 1, 2010 to June 30, 2013.


Budget Revisions will be incorporated into the September Revision.



District Superintendent
(Signature)

9-9-10

Date



Chief Business Officer
(Signature)

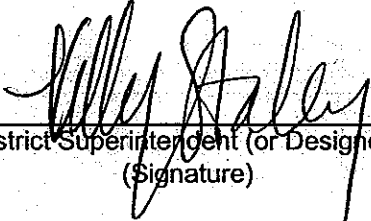
9/8/10

Date

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

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

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



District Superintendent (or Designee)
(Signature)

9-10-10

Date

Jan Combes, Assistant Superintendent Business
Contact Person

530-891-3000 ext 112
Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on 30-Jun-10, took action to approve the proposed Agreement with the California School Employees Association Chapter #110 Bargaining Unit.

President (or Clerk), Governing Board
(Signature)

Date

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

PROPOSED AGENDA ITEM: **Resolution #1123-10/Elimination of Classified Services**

Prepared by: Bob Feaster, Assistant Superintendent, Human Resources

- Consent
- Information Only
- Discussion/Action

Board Date: September 15, 2010

Background Information:

The District no longer needs the positions noted in the resolution.

Educational Implications:

None.

Fiscal Implications:

The District will save the cost of these positions.

Recommendation:

Approval of resolution #1123-10

**RESOLUTION 1123-10
RESOLUTION OF THE GOVERNING BOARD
OF THE CHICO UNIFIED SCHOOL DISTRICT**

**ELIMINATION OF CLASSIFIED SERVICES AND
ORDERING LAYOFFS IN THE CLASSIFIED SERVICE
FOR THE 2010-2011 SCHOOL YEAR**

WHEREAS Education Code section 45308 provides for the layoff and reemployment of classified employees due to a lack of work, and,

WHEREAS the Superintendent of the Chico Unified School District (District) has advised the District's Governing Board (Board) that there is a lack of work to maintain the following position(s) and that the Board should consider the elimination of the following position(s):

Classification	Full-Time Equivalent	Site/Program
IA-Special Education	0.8125	CHS/Special Ed
IA-Special Education	0.2500	MJHS/Special Ed
Targeted Case Manager	0.5000	Rosedale/Categorical

WHEREAS the District and the California School Employees Association, Chico Chapter 110 (CSEA) executed a Collective Bargaining Agreement (Agreement) effective July 1, 2007 through November 15, 2010. The CSEA's covered unit members, as defined in the Agreement, include those holding the positions described herein.

WHEREAS Article 1, Section 1.5.1 of the Agreement recognizes the authority of the District to make decisions to eliminate services and layoff therefrom.

WHEREAS Article 4 of the aforesaid Agreement covers layoff and reemployment and specifically provides that said Article includes all of the impact and effects of any layoff, demotion and/or reemployment for unit members and is thus a waiver to further bargain the effects of any specific decision to eliminate services and layoff therefrom, except as provided therein.

WHEREAS CSEA has been apprised of the contemplated elimination of services described herein in order to afford it the opportunity to exercise its rights under the Agreement.

NOW, therefore, be it resolved the Board has this date adopted the Superintendent's recommendations and ordered a reduction of classified services, and it appears to the Board that due to a lack of funds it is necessary to eliminate certain classified position(s) and to layoff affected employee(s) hereinabove set forth.

BE IT FURTHER RESOLVED that the Board authorizes the District Superintendent to give notice to the affected classified employee(s) of the layoff in accordance with Education Code Sections 45117 and 45308 and pursuant to Article 4 of the current collective bargaining agreement and pursuant to Merit System rules, such notice to be given at least forty-five (45) working days prior to the effective date of each layoff as set forth above.

The Board authorizes and directs the Superintendent to carry forth all layoff proceedings resulting from the elimination of position(s) ordered herein above, including proceedings for layoff provided by the exercise of displacement rights and to service layoff notices to employees affected thereby. Where an employee displaces an employee holding a position in another class, the Superintendent is hereby authorized and directed to carry forth layoff proceedings resulting therefrom and to serve layoff notices to employees affected thereby. All such layoffs shall be as of the designated effective date, forty-five (45) working days from notices of layoff.

In the event that an employee affected by the layoff proceedings authorized by this resolution chooses to retire or resign from District service, or other appropriate resolution is made, the Superintendent is authorized to rescind the layoff.

PASSED AND ADOPTED at a meeting of the Governing Board of the Chico Unified School District of Butte County on September 15, 2010.

AYES:
NOES:
ABSTENTIONS:
ABSENT:

DATED this 15th day of September, 2010.

Clerk of the Governing Board of the
Chico Unified School District