

CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Special Session

Wednesday, March 2, 2011

6:00 p.m. Open Session

Chico High School, Williams Theater

901 Esplanade, Chico, CA 95926

AGENDA

6:00pm

1. CALL TO ORDER

2. CONSENT CALENDAR

2.1. EDUCATIONAL SERVICES

2.1.1. Consider Expulsion Clearance of Students with the Following IDs: 43001, 44084, 53023, 68322

2.1.2. Consider Expulsion of Students with the Following IDs: 37214, 42131, 44051, 51237, 65934, 72704

2.1.3. Consider Approval of the Field Trip Request for the PVHS Mock Trial team to attend State Competitions in Riverside, Ca from 3/24/11-3/27/11

2.1.4. Consider Approval of the Field Trip Request for CHS literary magazine student editors and two ROP students to attend the Spring Convention of Columbia Scholastic Press Association in New York City, NY from 3/15/11-3/19/11

2.1.5. Consider Approval of the Consultant Agreement with Tom Siebert DBA: Murals for Schools for a mural in the Chico Junior High Gym

2.1.6. Consider Approval of the Consultant Agreement with the E Center to provide support and services to teen mothers and their children at Fair View High

2.1.7. Consider Approval of Resolution No. 1139-11, to Support Placing a Revenue Extension Measure on the Ballot

2.2. BUSINESS SERVICES

2.2.1. Consider Approval of the 2011-12 E-Rate Internal Connections Recommendations

3. DISCUSSION/ACTION CALENDAR

3.1. HUMAN RESOURCES

6: 05pm

3.1.1. Information: A Report on the Status of Funding for Athletic Programs at both Chico High School and Pleasant Valley High School (Bob Feaster) **(90 minutes)**

3.2. BOARD

7:35pm

3.2.1. Information: CUSD Board of Education/Chico Unified Teachers Association/CUSD Negotiations Team Round Table Discussion **(60 minutes)**

8:35pm

4. CLOSED SESSION

4.1. Conference with Legal Counsel
Anticipated Litigation
Significant exposure to litigation pursuant to Government Code Section 54954.5(b)

Attending:
Kelly Staley, Superintendent
Bob Feaster, Asst. Superintendent
Maureen Fitzgerald, Asst. Superintendent
John Bohannon, Principal
John Yeh, Attorney at Law

4.2. Public Employee Performance Evaluation
Per Government Code §54957
Title: Superintendent

5. ADJOURNMENT

Kathleen Kaiser, President
Board of Education
Chico Unified School District

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 three (3) minutes to address the Board.
- In case of numerous requests to address the same item, the Board may select representatives to speak on each side of the item.

PUBLIC 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 (15 minutes at the beginning of the meeting and 45 minutes at the end of the meeting).
- Initially, each general topic will be limited to 3 speakers.
- Speakers will identify themselves and will direct their comments to the Chair.
- Each speaker will be given three (3) minutes to address the Board.
- Once 2 speakers have shared a similar viewpoint, the Chair will ask for a differing viewpoint. If no other viewpoint is represented then a 3rd speaker may present.
- Speakers will not be allowed to yield their time to other speakers.
- After all topics have been heard, the remainder of the hour may be used by additional speakers to address a previously raised issue.

WRITTEN MATERIAL:

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

COPIES OF AGENDAS AND RELATED MATERIALS:

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

AMERICANS WITH DISABILITIES ACT

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

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

Title: State Mock Trial Finals

Action: _____
Consent: X
Information: _____

Date: 3/2/11

Prepared by: Charles Copeland
Pleasant Valley High School

Background Information

If the Pleasant Valley Mock Trial team wins the Butte County competition on February 23, it will be eligible to compete in the State competition in Riverside the last weekend of March.

Educational Implications

Mock Trial activity provides 20 students with speech and debate skills plus an introduction to criminal law procedure. Each school fields two 9-student teams: prosecution and defense. Each team contains attorneys, witnesses, and support personnel. Teams play against a fixed-set, imaginary scenario; a new case is written each year. In competition, students present before Superior Court judges or Law School professors.

Fiscal Implications

At Pleasant Valley High School, the team has been funded by coaches and parents. Students may participate with no financial obligation. Parent generosity has carried us as far as Riverside eight years ago. The team seeks no financial support from district or student body.

Additional Information

Mock Trial is a service of the Constitutional Rights Foundation. Approximately 30 schools from throughout California compete in the State finals; there is also a national competition. The Butte County competition is coordinated by the Community Legal Information Center at Chico State.

The Pleasant Valley students have practiced every Wednesday night since September. They have scrimmaged against Ukiah High School, Redwood Academy in Ukiah, and Shasta High School.

FEB 16 2011

FIELD TRIP REQUEST

EDUCATIONAL
TO: CUSD Board of Education
FROM: Charles Copeland
SUBJECT: Field Trip Request

Date: Feb. 14, 2011
School/Dept.: Pleasant Valley HS

Request is for Mock Trial team to travel to Riverside for State competition. Trip tentative, subject to winning Butte County Competition on Feb. 23.

Destination: **Riverside** Activity: **State Finals, Mock Trial**
Constitutional Rights Foundation.

From: **Thursday, March 24 – leave Chico mid-day** to: **Sunday, March 27 – evening**

Rationale for Trip: **Students earned right to compete at state level.**

Number of Students Attending: 21 Teachers Attending: 1 Parents Attending: 5

Student/Adult Ratio: about 4 to 1

Transportation: **Private Cars** ✓

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

ESTIMATED EXPENSES: Many parents will support the trip. Others funded through private generosity. Possible unplanned fund raising activities. No district funds requested or expected.

Fees **estimate \$500** Substitute Costs **None** Meals \$ - **estimate \$1,200**

Lodging **estimate \$3,500** Transportation **estimate \$1,200** Other Costs unknown

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

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

(See attachment for signatures.)

Requesting Party

Date

[Signature]
Site Principal

2/15/11
Date

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

n/a
Director of Transportation

Date

(If transporting by bus or Charter)

IF MAJOR FIELD TRIP

[Signature]
Director of Educational Services

2-17-11
Date

Recommend Not Recommended

Board Action

Date

Approved Not Approved

PROPOSED AGENDA ITEM:

Request to attend Colombia Scholastic Press Association Spring Convention at Columbia University in New York City

Prepared by: Laura Carey

Consent

Board Date March 2, 2011

Information Only

Discussion/Action

Background Information

We intend to improve our current literary magazine and its extensions, which are Seven-Eighths Under Water, a book of student creative writing with some art; the Underwater Cafe, spoken word showcase of original student writing filmed at live performances then offered as an accompanying DVD; and Underwater Air, a radio show about all aspects of creative writing (slam poetry, techniques, inspirations, local teen authors, professions in the field, etc.) written and hosted by Seven-Eighths Under Water editors and aired every fifth Monday at 6 PM on KZFR.

Education Implications

See Attached

Fiscal Implications

Chico High Staff Development will cover all of the costs for the two teachers to attend the conference and ROP will reimburse all costs for the students.

Additional Information

We will gather and bring back materials, information and ideas for our yearbook advisor and staff and Fine Arts Department so that we can collaborate with them on showcasing student work. The conference is packed with a variety of exciting and necessary workshops for students and advisors which would enable us to continue making our existing production as exciting and as high quality as possible. We will learn how to make our dream of expansion, of showing as many students as possible, just how capable they really are. In the past few years we have attracted hundreds of students into the world of writing. By learning how to update our thinking, we need not be dependent upon BLAST funds or state budgets.

Education Implication

Next year we intend to increase the opportunities for CHS students to write, edit and publish their work - as well as develop writing genres of "New Journalism" or creative nonfiction genres to the Creative Writing course curriculum - by producing an online magazine in the style of *The New Yorker* or *Harper's*. This additional publication will attract more and myriad students to the program because we will edit and publish primarily nonfiction, with artwork, poetry and fiction included as special features.

Because this publication will be online, we can publish five to ten times more student work each year, and not be limited to imaginative literature. I have a bachelor's degree in journalism and was a professional newspaper reporter and editor before becoming a teacher. In the bonus Creative Writing section, I will teach writing genres suitable for magazine, and students may write sports columns, cover art events, write personal essays, etc. and design a cohesive magazine.

The conference will train us in the new technologies that will allow us to publish this magazine, as well as eventually produce a television news program and offer screen and scriptwriting to students who can then film their work.

We also plan to bring Underwater Air onto campus, airing the show more often, and involving more students in both the technical and creative roles.

RECEIVED

CHICO UNIFIED SCHOOL DISTRICT

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

2.1.4.
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FEB 24 2011

FIELD TRIP REQUEST

TO: ^{SUPERINTENDENT'S OFFICE} CHICO Board of Education
_{CHICO UNIFIED SCHOOL DISTRICT}

Date: February 23, 2011

FROM: Laura Carey, Teacher CHS

School/Dept.: Chico High School/English

SUBJECT: Field Trip Request

Request is for Laura Carey, Gary Loustale and two literary magazine student editors and 2 ROP students (grade/class/group)

Destination: New York City Activity: Columbia Scholastic Press Assoc. Spring Convention
(Columbia University)

from 3/15/2011 / / to 3/19/2011 / /
(dates) / (times) (dates) / (times)

Rationale for Trip: Educational information gathering re: expanding CHS student publishing capabilities via internet, radio, television, film and other cutting edge technologies.

Number of Students Attending: 4 Teachers Attending: 2 Parents Attending: 0

Student/Adult Ratio: 2:1

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

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

ESTIMATED EXPENSES:

Fees \$ \$690 Substitute Costs \$ N/A Meals \$ _____

Lodging \$ _____ Transportation \$ _____ Other Costs \$ Approx. \$7,800

ACCOUNT NAME(S), NUMBER(S) and AMOUNT(S): (Includes flight, food taxes and taxi)

Name ROP Acct. #: _____ \$ \$5,660

Name Title II Acct. #: 01-4035-0-1110-1000-670 \$ \$2,830

Laura Carey 2/23/11
Requesting Party Date

[Signature] 2/23/11 Approve/Minor Do not Approve/Minor
Site Principal Date or Recommend/Major Not Recommended/Major
(If transporting by bus or Charter)

Director of Transportation _____ Date _____

IF MAJOR FIELD TRIP

[Signature] 2-24-11 Recommend Not Recommended
Director of Educational Services Date

Board Action _____ Date _____ Approved Not Approved

PROPOSED AGENDA ITEM: CONSULTANT AGREEMENT

Prepared by: ANDY WAHL, CJHS ACTIVITIES DIRECTOR

- Consent
 Information Only
 Discussion/Action

Board Date: 03/02/11

Background Information

Tom Siebert owns "Murals For Schools" and paints murals in schools throughout California. He will be painting a mural in the Chico Junior High gym of a Cougar breaking through the ceiling and "Welcome to the Cave" painted in the gym bathroom hallway.

Education Implications

This increases the school's beautification and student energy and spirit.

Fiscal Implications

There will be no impact on general funds. The costs involved will be covered by CJHS ~ ASB funds.

Additional Information

Tom Siebert will need to rent a lift in order to paint the ceiling. This will be done by CUSD, but CJHS ~ ASB will cover the cost to rent the lift.

**CHICO JUNIOR HIGH SCHOOL - ASB
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: Tom Siebert -- DBA: Murals For Schools

Street Address/POB: P O Box 1213

City, State, Zip Code: Arroyo Grande, CA 93421

Phone: (760) 521-5253

Taxpayer ID/SSN:

This agreement will be in effect (Current Fiscal Year) **From:** 05/01/11 **To:** 08/10/11

Location(s) of Services: (site) Chico Junior High School -- gym and bathroom hallway

- 3. **Scope of Work** to be performed: (attach separate sheet if necessary)
Cougar mural on ceiling of school gym and "Welcome to the Cave" painted on the bathroom hallway.
- 4. **Goal (Strategic Plan, Site Plan, Other)** to be achieved as a result of Consultant services:
School improvements/beautification and to increase school spirit.

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

- 1) ASB ~ General
- 2)
- 3)

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

	Pct (%)	Account #	Amount
1)	100	320	\$10,000.00 ~ \$12,000.00
2)			
3)			

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

\$ 10,000.00	Per Unit, times	1	# Units =	\$ 10,000.00	Total for Services
(Unit:	Per Hour	Per Day	X Per Activity)		

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

Additional cost to rent a lift to reach the ceiling and other unknown costs that may occur.	\$ 2,000.00			\$ 2,000.00	Total for Addit'l Expenses
				\$ <u>12,000.00</u>	Grand Total (not to exceed)

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

(to be completed by Business Services)

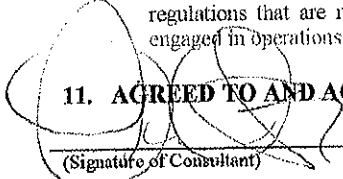
CONSULTANT TERMS AND CONDITIONS

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

CA# _____
2.1.5.
Page 3 of 3

- 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.

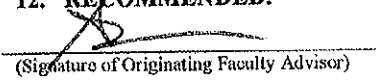
11. AGREED TO AND ACCEPTED: (If determined to be a Contract Employee, a payroll check will be issued with applicable taxes withheld.)


(Signature of Consultant)

Tom Siebert
(Print Name)

January 30, 2011
(Date)

12. RECOMMENDED:


(Signature of Originating Faculty Advisor)

Andy Wahl
(Print Name)

2/14/11
(Date)

ASB Requisition/PO # 405131 issued by ASB Accounting Office. **

**ASB Requisition/PO# required before C.A. submitted to District for approval.

APPROVED:

Baylee Hunt
(Signature of ASB Officer)

Baylee Hunt, Treasurer
(Print Name and Title)

2/14/11
(Date)

John Bohannon
(Signature of Principal)

John Bohannon, Principal
(Print Name and Title)

2/14/11
(Date)

APPROVED:

Scott Bus
(Signature of Administrator - Business Services)

(Print Name and Title)

2/18/11
(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: E Center – Head Start Programs

Prepared by: Janet Brinson

Consent

Board Date March 2, 2011

Information Only

Discussion/Action

Background Information

Year 4 of a five year contract with E Center Head Start program to provide services to teen mothers and children up to 36 months to meet the requirements for the Cal Safe program.

Educational Implications

The contract is to provide a comprehensive approach to supporting the development of both the family and the child.

Fiscal Implications

The contract is for \$60,000 per year. In 2010/2011, the funding is a carryover of the ARRA Stimulus funds.

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: e center
Street Address/POB: 410 Jones Street
City, State, Zip Code: Ukiah, CA 95482
Phone: 707-468-0194

Taxpayer ID/SSN:

This agreement will be in effect from: 07/01/10 to 07/01/12

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

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

Collaboration to provide support and services to teen mothers and their children up to 36 months. Full day child care is provided to children of Fair View teen parents while they attend classes. e Center provides meals, snacks and parent support. This is the fourth year of a 5 year contract.

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

Meet the child care requirements for the Cal Safe program.
Provide a comprehensive approach to supporting the development of both the family and the child.

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

- 1) ARRA Stimulus Carryover
- 2)
- 3)

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

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	3207	0	0001	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)

\$ 60,000.00 Per Unit, times 1.00 # Units = \$ 60,000.00 Total for Services

(Unit: Per Hour Per Day Per Activity)

9. **Additional Expenses:**

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

\$ 60,000.00 Grand Total

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

FEB 24 2011

(to be completed by Business Services)

DATE: FEB 24 2011
ORIGINAL: ASST. SUPT
CC: AP
CONSULTANT
ORIG ADMIN

CONSULTANT TERMS AND CONDITIONS

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

BUSINESS SERVICES USE ONLY
CA# <u>119064</u>
V# <u>12071</u>

Consultant Name: **E Center**

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

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

Thomas F. Wagner Thomas F. Wagner, CEO 2/17/2011
 (Signature of Consultant) (Print Name) (Date)

12. RECOMMENDED:

Janet Brinson Janet Brinson, Director 2-23-11
 (Signature of Originating Administrator) (Print Name) (Date)

13. APPROVED:

Dave Scott Dave Scott, Director 02/23/2011
 (Signature of District Administrator, or Director of Categorical Programs) (Print Name) (Date)

APPROVED:

Consultant Contract Employee
Scott Jones 2/24/11
 (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>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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

AGENDA ITEM NAME: Resolution No. 1139-11, To Support Placing a Revenue Extension Measure on the Ballot

Prepared by: Kelly Staley, Superintendent

Consent

Board Meeting Date March 2, 2011

Information Only

Discussion/Action

Background Information

Governor Brown's 2011-12 budget proposal is a combined approach of increased revenues and new cuts in an attempt to resolve the State budget deficit. The governor's budget proposal to limit further cuts to schools in 2011-12 is dependent on voter approval of an extension of existing temporary tax increases.

Educational Implications

The proposed budget contains cuts and deferrals on top of the loss of approximately \$7 billion in one-time federal stimulus funding that over the past three years has helped districts avoid the even more severe cuts to schools and students. Without the extension of existing temporary taxes, the State budget will mandate deep cuts in special education, child development and mental health programs. Communities can expect reduced transportation services, shorter school years, outdated instructional materials and fewer opportunities to participate in elective courses and extra-curricular activities, including the arts, music and athletics. All of these cuts negatively impact students and our community. Schools are dependent upon an extension of the temporary taxes to avoid even deeper reductions to educational programs.

Fiscal Implications

CUSD has cut \$8.1 Million from its budget over the past three years as a result of ongoing statewide cuts to education funding. A ballot measure to extend temporary revenues will help prevent further cuts to CUSD students. Without this extension the Legislative Analyst Office (LAO) reports that funding for schools would fall by at least \$2 billion, or more than \$335 per student.

RESOLUTION NO. 1139-11
RESOLUTION OF THE BOARD OF EDUCATION OF THE
CHICO UNIFIED SCHOOL DISTRICT

2.1.7.
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To Support Placing a Revenue Extension Measure on the Ballot

WHEREAS, Governor Brown's 2011-12 budget proposal is a balanced approach between revenues and new cuts to solving the deficit and provides for an extension of temporary revenues to support programs our students need and deserve; and

WHEREAS, over the last several years, K-12 education funding has taken a disproportionate amount of budget cuts; and

WHEREAS, state and local funding for schools has been cut by more than \$18 billion, or about \$1,900 per student in the last three years; and

WHEREAS, Chico Unified School District has cut \$8.1 Million from its budget over the past three years as a result of ongoing statewide cuts to education funding; and

WHEREAS, the loss of \$7 billion in one-time federal funding further reduces school budgets; and

WHEREAS, to begin to reverse this downward spiral, Californians must retain the revenues that enable us to invest in our schools and students; and

WHEREAS, the governor's budget proposal to limit further cuts to schools in 2011-12 is dependent on voter approval of an extension of existing temporary tax increases; and

WHEREAS, a ballot measure to extend temporary revenues will help prevent further cuts to schools, and without this extension the Legislative Analyst Office (LAO) reports that funding for schools would fall by at least \$2 billion, or more than \$335 per student; and

WHEREAS, Chico Unified School District expects our local legislators to work with the governor to protect schools from further cuts and to ensure the continued investment our students deserve; and

WHEREAS, Chico Unified School District opposes a cuts-only budget and supports a budget that is balanced with a combination of cuts and revenue extensions;

NOW, THEREFORE, BE IT RESOLVED that the Chico Unified School District supports placing a measure on the June 2011 ballot calling for a five-year revenue extension to protect our schools and students by making education a priority in our state.

APPROVED, RATIFIED, PASSED, AND ADOPTED on March 2, 2011, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

President of the Board of Education
Chico Unified School District

ATTEST:

Clerk of the Board of Education
Chico Unified School District

PROPOSED AGENDA ITEM: 2011-12 E-Rate Internal Connections Recommendations

Prepared by: Jason Gregg, Director of Technology

Consent Board Date March 2, 2011

Information Only

Discussion/Action

Background Information

E-Rate is the commonly used name for the Schools and Libraries Program of the Universal Service Fund, which is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC). Provides discounts to eligible schools and libraries for Telecommunications Services, Internet Access, and Internal Connections. We participate in the E-Rate program every year for telecommunications and Internet access and in the internal connections for schools with a high percentage of students qualifying for free and reduced meals. The discounts and rebates are based on a calculation from the free and reduced meals. We posted two Request for Proposals (RFP) for the 2011-12 E-Rate year for internal connections. The first is for Chico Junior, Chapman, and Citrus for a calculated discount of 86%. The second is for Little Chico Creek, McManus, Parkview, and Rosedale at a calculated discount of 80%. The calculated discounts are the percentage that USAC will cover for eligible services. Below is a summary of the projects and projected funding totals.

Networking Equipment 86%*	DecoTech	\$	449,004.76	\$	386,144.09	\$	62,860.67
Networking Equipment 80%**	DecoTech	\$	556,169.53	\$	478,305.80	\$	111,233.91
Cabling 86%*	KS Telecom	\$	354,528.00	\$	304,894.08	\$	49,633.92
Cabling 80%***	KS Telecom	\$	325,542.00	\$	279,966.12	\$	65,108.40
Servers 86%*	DecoTech	\$	108,876.86	\$	93,634.10	\$	15,242.76
Total		\$	1,794,121.15	\$	1,542,944.19	\$	304,079.65
* 86% schools include Chico Junior, Chapman, and Citrus							
** 80% schools include Little Chico Creek, McManus, Parkview, and Rosedale							
*** 80% schools for cabling included Little Chico Creek, Parkview, and Rosedale							
86% Totals		\$	912,409.62	\$	784,672.27	\$	127,737.35
80% Totals		\$	881,711.53	\$	758,271.92	\$	176,342.31

It is the recommendation we select the DecoTech and KS Telecom for internal connection in the 2011-12 E-Rate year. Both vendors had the lowest responsible bid as specified in the RFP.

Educational Implications

The Chico Junior campus is in great need of replacing the network cabling and equipment throughout the site. We have combined Chico Junior as an 80% school with Chapman and Citrus (90%) schools to give us a calculated discount of 86%. These projects for internal connections at all included sites would give the campuses a better, more reliable network and expand wireless (WiFi) access to all included campuses. This would improve accessibility for student and teachers.

Fiscal Implications

The 86% projects will bring \$912,409.62 of infrastructure to CUSD and will cost the district \$127,737.35. The CUSD portion will be paid for by E-Rate rebates from other services we receive (internet and telecommunications). The chance of approval from USAC is very good. The 80% projects will bring an additional \$881,711.53 and will cost the district \$176,342.31. The CUSD portion will be paid for by E-Rate rebates and could have a need to have additional general funds to pay the difference. We have only seen funding at 80% twice in the 13 years of E-rate. It is still a good thing to pursue at CUSD matching amount of 20% of the project total.

Recommendation:

Approval for business office to sign PO/contract with recommended vendor effective for the 2011-12 E-rate funding year if USAC approves funding.

E-Rate Bid Assessment Worksheet

Funding Year 2011

Project or Service Description

CUSD ERATE Electronics

Vendor Scoring (use additional worksheets if necessary)

Selection Criteria	Weight*	DecoTech		Dell		NWN		Sehi		Raw Score		Weighted Score	
		Raw Score**	Weighted Score***	Raw Score**	Weighted Score***	Raw Score**	Weighted Score***	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score
Cost	25%	5	1.25	5	1.25	5	1.25	4	1				
Specifications Met	15%	5	1.25	3	0.75	3	0.75	3	0.75				
Systems Integration	10%	5	1.25	3	0.75	4	1	5	1.25				
Annual Support Cost	10%	5	1.25	3	0.75	5	1.25	5	1.25				
Warranty	5%	5	1.25	5	1.25	5	1.25	5	1.25				
Experience	10%	5	1.25	3	0.75	4	1	3	0.75				
References/Prior Installs	10%	5	1.25	4	1	4	1	3	0.75				
Quote Preparation	15%	4	1	1	0.25	5	1.25	5	1.25				
Prices		\$1,005,174.29		\$435,539.56		\$1,066,873.04		\$1,086,602.71					
Vendor Chosen		X											

Overall Ranking 100% 9.75 6.75 8.75 8.25

Vendor Selected: Indicated by X
 Approved By: Jason Gregg
 Title: Director Of Information Technology
 Date: 2/22/2011

Bid Assessment Comments: if needed.
 Dell used alternative hardware that did not line up with RFP
 Dell, NWN and Sehi failed to include quote for labor that was in RFP - resulted in lower score for quote preparation and/or specification met.
 Dell listed ineligible support for hardware.

Notes:
 * Percentage weights must add up to 100%. Price must be weighted the heaviest.
 ** Evaluated on a scale of 1 to 5; 1=worst, 5=best.
 *** Weight x Raw Score

E-Rate Bid Assessment Worksheet

Funding Year 2011

Page 1 of 1

Project or Service Description

CUSD ERATE Cabling

Vendor Scoring (use additional worksheets if necessary)

Selection Criteria	Weight	KS Telecom Inc.									
		Raw Score**	Weighted Score***	Raw Score**	Weighted Score***	Raw Score**	Weighted Score***	Raw Score**	Weighted Score***	Raw Score**	Weighted Score***
Prices/Charges	35%	5	1.75								
Understanding of Needs	20%	5	1								
Experience	25%	5	1.25								
References/Prior Installs	15%	5	0.75								
Quote Preparation	5%	4	0.2								
Prices		\$680,070.00									
Vendor Chosen		X									
Overall Ranking	100%										
		4.95									

Vendor Selected: Indicated by X

Approved By: Jason Gregg

Title: Director Of Information Technology

Date: 2/22/2011

Bid Assessment Comments, if needed:

KS Telecom was the only bid returned. We had three vendors walk the sites. One other vendor responded that they would submit a bid, but it was never received.

Notes:
 * Percentage weights must add up to 100%. Price must be weighted the heaviest.
 ** Evaluated on a scale of 1 to 5; 1=worst, 5=best.
 *** Weight X Raw Score

E-Rate Bid Assessment Worksheet

Funding Year 2011

Page 1 of 1

Project or Service Description: CUSD ERATE Servers

Vendor Scoring (use additional worksheets if necessary)

Selection Criteria	Weight*	DecoTech		Dell		Raw Score**		Weighted Score***	
		Raw Score**	Weighted Score***	Raw Score**	Weighted Score***	Raw Score**	Weighted Score***	Raw Score**	Weighted Score***
Prices/Charges	25%	5	1.25	4	1				
Specifications Met	15%	5	1.25	5	1.25				
Systems Integration	10%	5	1.25	5	1.25				
Annual Support Costs	10%	5	1.25	4	1				
Warranty	5%	5	1.25	4	1				
Experience	10%	4	1	5	1.25				
Client References	5%	5	1.25	5	1.25				
Personnel Qualifications	15%	5	1.25	5	1.25				
Quote Preparation	5%	4	1	5	1.25				
Prices		\$106,676.86		\$112,523.65					
Vendor Chosen		X							

Overall Ranking: 100% (DecoTech) 10.75 (Dell) 10.50 (Raw Score)

Vendor Selected: Indicated by X
 Approved By: Jason Gregg
 Title: Director Of Information Technology
 Date: 2/22/2011

Bid Assessment Comments, if needed:
 DecoTech includes labor- Dell did not.
 Dell quoted ineligible support (24/7).

Notes:
 * Percentage weights must add up to 100%. Price must be weighted the heaviest.
 ** Evaluated on a scale of 1 to 5. 1=worst, 5=best.
 *** Weight x Raw Score

PROPOSED AGENDA ITEM: A Report on the Status of Funding for Athletic Programs at
Both Chico High School and Pleasant Valley High School

Prepared by: Bob Feaster, Assistant Superintendent, Human Resources

Consent

Information Only

Discussion/Action

Board Date March 2, 2011

Background Information:

Funding for Athletics will be discussed. Given the significant cuts from State and Federal sources, the District was forced several years ago to include reductions in the District's contribution to funding athletics. Since that time, the Student Body and Sports Boosters at each site have provided significant support.

This presentation will focus on the sources of income, the areas of expense along with an update on a legal ruling that will have in impact on those.

This is an information item and will provide the Board and the public with information about how our high school athletic programs are funded and how those funds are expended.

Representatives from the District Office, District legal counsel, Chico High School, Pleasant Valley High School and the Sports Boosters for each high school will provide information.

AGENDA ITEM NAME: Chico Unified School District Board Of Education/Chico Unified Teachers Association/CUSD Negotiations Team Round Table Discussion

Prepared by: Jann Reed

Consent

Board Meeting Date March 2, 2011

Information Only

Discussion/Action

Background Information

Both the Chico Unified Teachers Association (CUTA) and CUSD Board of Education (BOE) have expressed interest in an open discussion to find common ground for better negotiations through improved communication and understanding of issues contained within the CUTA contract.

Educational Implications

All decisions made regarding the CUTA contract have an indirect or direct impact on the educational programs of CUSD. Better communication and civil discourse would hopefully keep labor negotiations out of the classroom setting.

Fiscal Implications

None