

CUSD Board of Education

Regular Meeting Agenda

Chico City Council Chambers

March 23, 2011

CLOSED SESSION – 5:00 P.M.

REGULAR BOARD MEETING – 6:00 P.M.



Board Members

Dr. Kathleen Kaiser, President

Jann Reed, Vice President

Eileen Robinson, Clerk

Dr. Andrea Lerner Thompson, Member

Elizabeth Griffin, 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: 03/18/11

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.

CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Regular Meeting – March 23, 2011

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

1.1. Public comment on closed session items

2. CLOSED SESSION

2.1. Conference with Legal Counsel

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

Attending:

Kelly Staley, Superintendent
Bob Feaster, Assistant Superintendent
Maureen Fitzgerald, Assistant Superintendent
John Bohannon, Principal
John Yeh, Attorney at Law

2.2. Conference with Real Property

Negotiators
Pursuant to Government Code §54956.8
To discuss price and terms of payment
of the lease for Parking Lot "A" on the
corner of Warner and West Sacramento
Streets with California State
University, Chico

Attending:

Kelly Staley, Superintendent
Bob Feaster, Assistant Superintendent
Maureen Fitzgerald, Assistant Superintendent

2.3. Update on Labor Negotiations

Employee Organizations:

Representatives:

CUTA

CSEA, Chapter #110

Kelly Staley, Superintendent
Bob Feaster, Assistant Superintendent
Maureen Fitzgerald, Assistant Superintendent

2.4. Public Employee Performance Evaluation

Per Government Code §54957
Title: Superintendent

2.5. Public Employment: Terms of Contract

Per Government Code §54957
Title: Superintendent

2.6. Public Employee Appointment

Per Government Code §54957
Title: Principal, Alternative Education

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

6:00 pm

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 (30 minutes)

6:35pm

5. SUPERINTENDENT'S REPORT (30 minutes)

7:05pm

6. ITEMS FROM THE FLOOR (15 minutes)

7:20pm

7. REPORTS FROM EMPLOYEE GROUPS REGARDING NEGOTIATIONS (20 minutes)

- 7.1. CSEA
- 7.2. CUMA
- 7.3. CUTA
- 7.4. District

- 7:40pm 8. **CONSENT CALENDAR** (5 minutes)
- 8.1. GENERAL
 - 8.1.1. Consider Approval of Minutes of Special Session on February 2, 2011, Regular Session on February 16, 2011, Special Session on March 2, 2011, and Special Session on March 5, 2011
 - 8.1.2. Consider Approval of Items Donated to the Chico Unified School District
 - 8.1.3. Consider Approval of Resolution 1141-11, To Support Senate Constitutional Amendment 5, which would allow school districts, community college districts, and county offices of education to pass a parcel tax with a 55 percent majority vote rather than the currently required two-thirds
 - 8.2. EDUCATIONAL SERVICES
 - 8.2.1. Consider Expulsion of Students with the following IDs: 52159, 52362, 66431, 68227
 - 8.2.2. Consider Expulsion Clearance of Student with the following ID: 44082
 - 8.2.3. Consider Approval of the Field Trip Request for Members of SkillsUSA Group and Advisors to attend the Skills USA State Leadership and Skills Conference in San Diego, CA from 4/28/11-5/1/11
 - 8.2.4. Consider Approval of the Field Trip Request for CHS MESA to Attend the CA Academy of Science Physics Day @ Great America in Santa Clara, CA from 5/5/11-5/6/11
 - 8.2.5. Consider Approval of the Field Trip Request for Hooker Oak 4-5th graders to attend the Maritime Museum in San Francisco, CA from 3/24/11-3/25/11
 - 8.3. BUSINESS SERVICES
 - 8.3.1. Consider Approval of Accounts Payable Warrants
 - 8.3.2. Consider Approval of Declaration of Surplus Property
 - 8.3.3. Consider Approval of Board Resolution #1140-11, to Support Michelle Obama's Move It! Campaign
 - 8.3.4. Consider Approval of Consultant Agreement with Holdrege & Kull for Geological and Geotechnical Investigation at Pleasant Valley High School
 - 8.4. HUMAN RESOURCES
 - 8.4.1. Consider Approval of Certificated Human Resources Actions
 - 8.4.2. Consider Approval of Classified Human Resources Actions
 - 8.4.3. Consider Approval of the Consultant Agreement with Suzanne Michelony
9. **DISCUSSION/ACTION CALENDAR**
- 9.1. EDUCATIONAL SERVICES
 - 7:45pm 9.1.1. Discussion/Action: Consider Approval of New Course Proposal at PVHS, Advanced Placement World History (Charles Copeland) (15 minutes)
 - 9.2. BUSINESS SERVICES
 - 8:00pm 9.2.1. Discussion/Action: School Business Systems Recommendation (Maureen Fitzgerald) (20 minutes)
 - 8:20pm 9.2.2. Discussion/Action: Budget Update: 2010-11 Second Period Interim Report (Maureen Fitzgerald) (20 minutes)
- 8:40pm 10. **ITEMS FROM THE FLOOR** (45 minutes)
- 9:25pm 11. **ANNOUNCEMENTS** (5 minutes)
- 9:30pm 12. **ADJOURNMENT**

MINUTES**1. CALL TO ORDER**

At 6:00 p.m. Board President Kaiser called the meeting to order in the Large Conference Room at 1163 E. 7th Street, Chico, and led the salute to the flag. A moment of silence was observed for the families and employees of the slain principal in Sacramento. Board President Kaiser stated that the board would be completing evaluations during the meeting as part of the Board's ongoing evaluation process.

Present: Kaiser, Reed, Robinson, Griffin, Thompson

Absent: None

2. CONSENT CALENDAR

At 6:04 p.m. Board President Kaiser asked if anyone would like to pull a Consent Item for further discussion. There were no items pulled. Board Vice President Reed made a motion to approve the consent calendar, seconded by Board member Griffin.

2.1 EDUCATIONAL SERVICES

2.1.1. The Board approved the expulsion clearance of students with the following IDs: 41758, 44064, 50186, 64033, and 67558.

2.1.2. The Board approved the expulsion of students with the following IDs: 41715 and 61499

2.1.3. The Board approved the Consultant Agreement with Suzanne Michelony.

2.2 HUMAN RESOURCES

2.2.1. The Board approved the Certificated Human Resources Actions.

(Consent Vote)

AYES: Kaiser, Reed, Robinson, Thompson, Griffin

NOES: None

3. DISCUSSION/ACTION CALENDAR**3.1 EDUCATIONAL SERVICES****3.1.1 Information: Update on the CUSD Elementary Schools that fall under Program Improvement Status**

At 6:05 p.m., the Board received an update on the CUSD Elementary Schools which fall under Program Improvement Status. Superintendent Staley indicated that though Program Improvement Schools are mandated to report to the Board, all of the schools in the district report to the Board on their activities. Director Joanne Parsley and Principal Ted Sullivan (Chapman) provided an overview on format of the presentations and commonality of the PI schools. He then introduced school principals at Chapman, Citrus (Michelle Sanchez, now working at Butte County), McManus (Laurie De Bock), Neal Dow (Marilyn Rees), Parkview (Ted Sullivan & Assist. Principal/ELD Specialist Joann Bettencourt) and Rosedale (Claudia de la Torre), who, along with teachers from the sites, enthusiastically provided additional information on individual site programs and outcomes.

3.2 BUSINESS SERVICES**3.2.1 Discussion/Action: Architectural Services Agreement for Design of the Lincoln Hall/Field House project at Chico High School**

At 7:35 p.m., Michael Weissenborn indicated this year there were two phases to the Lincoln Hall/Field House project at Chico High School. The first phase is conceptual planning, which has occurred, and provides a footprint for the Board. The second phase, design and development, is the phase they are entering now, where they test assumptions held in the first phase. He indicated there were some changes to the contract presented at this Board Meeting. He was *adding Exhibit A-2 Schedule of Hourly Billing Rates; Item 4.3.1.1*, on page 6 of the contract, was to be deleted; and under *Item 5.7.3.*, the word "employed" would be replaced with the word "contracted." Mr. Weissenborn indicated that they reviewed the option for a second story to house the mat room, but, among other considerations, it

MINUTES

proved more costly (2nd story @ \$3 million, opposed to a single story at \$1.5 million). After a discussion by the Board, members of CHS spoke in favor of moving ahead with these contracts. Board Vice President Reed moved to go forward with the discussion and development of the CHS Field House/Lincoln Hall and mat room, and approving the design agreement, as amended, seconded by Board Member Thompson.

AYES: Kaiser, Reed, Robinson, Thompson, Griffin

NOES: None

3.2.2. **Discussion Action: Construction Academy Laboratory at Fair View High School**

At 8:10 p.m. Michael Weissenborn reviewed the background and the cost of the structure to be located at Fair View High School. He indicated that the recommendation to the Board was amended “to direct staff to develop an Architectural Services Agreement with an *architectural firm*” rather than naming a specific firm, for the design of the laboratory. Alternative Education Director Bernard Vigallon indicated that the structure would be developed for a district-wide program. Matt McGuire and Dave McKay provided input on programs and grants for career and technical education, and the need for career and technical programs in the Chico community. Board Clerk Robinson moved to approve 3.2.2 as amended, seconded by Board Member Griffin.

AYES: Kaiser, Reed, Robinson, Thompson, Griffin

NOES: None

3.2.3 **Discussion/Action: Site Selection for Inspire School of Arts and Sciences – Consider approval of Chapman Elementary School for Location**

At 8:25 p.m., Michael Weissenborn presented Derek Labrecque from NTD who gave a power point presentation on the steps they took in analyzing the optimum site for Inspire, based on certain criteria: program requirements; proximity and accessibility to California State University, Chico; parking for around 150 vehicles; and a total of around 3 acres to house the school. NTD arrived at three schools meeting those criteria: Hooker Oak, Chapman and Parkview. The Board discussed the feasibility of these schools versus others. CARD General Manager, Steve Visconti, indicated they would be interested in discussing a partnership with CUSD on utilizing CARD facilities should Inspire be relocated to Chapman. NTD also provided three conceptual plans for Inspire at Chapman. Several members of the public voiced their support for the Chapman site. One Chapman resident indicated concern about the impact on the area with more students/programs being placed at Chapman. Several students said it was difficult using the portables for dance classes and several members of the audience wanted to know if Inspire was going to get permanent buildings and how that would be funded. The Board indicated that the District was not yet at that step. Board President Kaiser asked for a motion. Board Clerk Robinson moved to approve going forward with 3.2.3 (Phase I) with the stipulation that it included Phase II at Chapman to be shovel-ready. Board Vice President Reed seconded.

AYES: Kaiser, Reed, Robinson

NOES: Griffin, Thompson

3.3. **Discussion/Action: Consider Approval of Variable Term Waiver Request for an Early Childhood Special Education Credential for Debra Marie Salindong**

At 10:25 p.m. Assistant Superintendent Feaster explained the variable term waiver request will allow Ms. Salindong to teach while completing requirements for the Credential.

AYES: Kaiser, Reed, Robinson, Thompson, Griffin

NOES: None

4. **CLOSED SESSION**

At 10:35 p.m., Board President Kaiser announced the Board was going into Closed Session.

MINUTES

- 4.1. Update on Labor Negotiations
 Employee Organizations: CUTA
 CSEA, Chapter #110
 Representative: Kelly Staley, Superintendent
- 4.2. Public Employee Performance Evaluation
 Per Government Code §54957
 Title: Superintendent

5. **ADJOURNMENT**
 At 11:00 p.m. Board President Kaiser adjourned the meeting.

:mga

APPROVED:

 Board of Education

 Administration

MINUTES**1. CALL TO ORDER**

At 5:00 p.m. Board President Kaiser called the meeting to order at the Chico City Council Chambers, East Fourth and Main Streets.

Present: Kaiser, Reed, Robinson, Thompson, Griffin

Absent: None

1.1 Public comment welcome on closed session items

The floor was open for public comment on Closed Session Items. There were no public comments. Board President Kaiser announced the Board was moving into Closed Session.

2. CLOSED SESSION**2.1. Update on Labor Negotiations**

Employee Organizations:

CUTA

CSEA, Chapter #110

Representative:

Kelly Staley, Superintendent

Bob Feaster, Assistant Superintendent

Maureen Fitzgerald, Assistant Superintendent

2.2. Conference with Legal Counsel

Anticipated Litigation

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

Attending:

Kelly Staley, Superintendent

Bob Feaster, Assistant Superintendent

Maureen Fitzgerald, Assistant Superintendent

John Bohannon, Principal

John Yeh, Attorney at Law

2.3. Conference with Legal Counsel

Pending Litigation – Consideration of Government Claim: Kevin Payne
Government Code Section 54956.9(b)

Attending:

Kelly Staley, Superintendent

Bob Feaster, Assistant Superintendent

Maureen Fitzgerald, Assistant Superintendent

John Kelley, Attorney at Law

2.4. Public Employee Appointment

Per Government Code Section 54957

Title: Principal Citrus School

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

At 5:30 p.m. Board President Kaiser called the Regular Meeting to Order.

3.2 Closed Session Announcements

Board President Kaiser announced the Board had been in Closed Session and approved the appointment of Shirley Williams as the new principal at Citrus Elementary and there was nothing more to report.

3.3 Flag Salute

At 5:35 p.m. Board President Kaiser led the salute to the Flag.

4. BLUE OAK CHARTER PETITION**4.1. Public Hearing on Blue Oak Charter Petition**

At 5:36 p.m. John Bohannon, Charter Liaison, presented an overview of Charter guidelines. Attorney Jerry Simmons addressed the practice of changing charter authorizers and presented a letter of explanation. Mark Kessler, Lead Petitioner, Heather Altfeld, Board Chair, and Michael Ramos, Executive Director presented information on the Blue Oak Charter School petition and addressed questions from the Board.

At 6:10 p.m. the Public Hearing was opened. Shannon O’Laughlin, Hunter Brown, and Tiffany Wilhelm spoke about their experiences at Blue Oak. At 6:20 p.m. the Public Hearing was closed.

Board President Kaiser announced a five minute break.

MINUTES**5. STUDENT REPORTS**

At 6:26 p.m. Shasta School Principal Larry Spini introduced Jack Hulley, Musical Director, and students who presented a song from Shasta's 10th annual Spring Musical, "Jack and the Giant". At 6:32 p.m. Chico High students Claire Goodwin, Natalie Mullins and Liz O'Neill presented information on Friday Night Live Club activities. Pleasant Valley students Ariana Roman, John Habib, Wayne Yeh and Kajal Verma presented information on the Interact Club. Fair View student Karyssa Cox presented information on Fair View High activities.

6. SUPERINTENDENT'S REPORT

At 6:45 p.m. Board President Kaiser welcomed the visiting international students from CSU, Chico's International Training Program. PVHS Principal John Shepherd introduced Ray Barber and spoke of his accomplishments. Mr. Barber and students Tori Martin and John Habib presented information on the innovative learning strategies occurring in that department. Michael Weissenborn informed the Board that funds in the amount of \$6,005,269.00 and \$314,000.00 had been released to Chico Unified from the School Facility Program.

Board President Kaiser announced Item 10.1.2. was being moved forward on the agenda.

10. DISCUSSION/ACTION CALENDAR**10.1. EDUCATIONAL SERVICES****10.1.2. Information: Chinese Language Program Update**

At 7:03 p.m. Director Joanne Parsley introduced Dr. Frank Li, CSUC, who provided an overview of the Chinese Language program and introduced the five new teachers from China who will be teaching after-school programs during the 2011-12 school year at eight CUSD schools. Principals and teachers who had visited China in December presented a PowerPoint of their trip and each gave an explanation of what they had learned from the experience.

7. ITEMS FROM THE FLOOR

There were no items from the floor.

8. REPORTS FROM EMPLOYEE GROUPS REGARDING NEGOTIATIONS

At 7:26 p.m. The Board received reports from employee groups regarding negotiations from Bob Feaster for the District, Pete Van Buskirk for CUMA, and John Jenswold for CUTA.

9. CONSENT CALENDAR

At 7:30 p.m. Board President Kaiser asked if anyone would like to pull a Consent Item for further discussion. Board President Kaiser asked to pull item 9.2.4.; Board Clerk Robinson asked to pull item 9.3.2. and Board Vice President Reed and Board Member Griffin asked to pull item 9.3.5. Board Member Thompson moved to approve the remaining Consent Items; seconded by Board Clerk Robinson.

9.1. GENERAL

9.1.1. The Board approved the Minutes of Regular Session on January 19, 2010. **Note:** The minutes from the Special Session on January 5, 2011, were removed from consent as they had been approved on January 19, 2011.

9.1.2. The Board accepted the items donated to Chico Unified School District.

Donor	Item	Recipient
Sierra Nevada Brewing Co.	\$2,000.00	Chico Reads
Parkview PTO	\$200.00	Chico Reads
Rosedale PTO	\$300.00	Chico Reads
Emma Wilson PTA	\$9,237.96	Emma Wilson
Mom's Restaurant/Mr. & Mrs. Sterling	\$798.00	Little Chico Creek
Mom's Restaurant/Mr. & Mrs. Sterling	\$782.00	John McManus
Guillon Enterprises, Inc.	\$200.00	Parkview
Melissa Beebe Roberts	Toys R Us Gift Cards @ \$20.00	Sierra View
North Valley Community Foundation	\$150.00	Bidwell Jr. High
North Valley Community Foundation	\$50.00	Bidwell Jr. High

MINUTES

North Valley Community Foundation	\$200.00	Bidwell Jr. High
Bidwell PTA	\$500.00	Bidwell Jr. High
Soroptimist International of Chico	\$300.00	Bidwell Jr. High
David & Linda Hovey	\$20.00	Chico Jr. High
EdSuccess/Family Friendly Schools	Parent Playbooks @ \$1,200.00	Marsh Jr. High
Vic & Gale Alvistor	\$250.00	Chico High Football
John Witzke/Water Right Technologies	\$500.00	Chico High Wrestling
Laura McLachlin	\$100.00	Pleasant Valley High
Jaswinder Kaur & Vikramjit Singh	\$50.00	Pleasant Valley High
Jin Wen & Qiu Ling Chen	\$50.00	Pleasant Valley High
Craig & Kimberly Stilwell	\$50.00	Pleasant Valley High
Melinda Loy	\$50.00	Pleasant Valley High
John & Cheryl McKalip	\$50.00	Pleasant Valley High
Lawrence & Lydie Bassow	\$100.00	Pleasant Valley High
Feliciano & Vicky Bomactao	\$50.00	Pleasant Valley High
Bruce & Amy Besnard	\$100.00	Pleasant Valley High
Janet Gonzalez	\$50.00	Pleasant Valley High
Kevin & Mai Lor	\$50.00	Pleasant Valley High
Teri Jo & Donald Buckman	\$100.00	Pleasant Valley High
Arron & Liz Gaylor	\$50.00	Pleasant Valley High
Celia & Tim O'Connell	\$50.00	Pleasant Valley High
Mary Camusi Ginno	\$50.00	Pleasant Valley High
Monica C. O'Neil Habib	\$100.00	Pleasant Valley High
Edward King	\$100.00	Pleasant Valley High
Debra Abbott	\$25.00	Pleasant Valley High
PV Sports Boosters	\$1,098.00	PV JV Girls Soccer
Lifetouch	\$56.00	PV Cross Country
Lifetouch	\$48.00	PV Boys Soccer
Lifetouch	\$108.00	PV Swimming
Lifetouch	\$48.00	PV Field Hockey
Lifetouch	\$68.00	PV Girls Volleyball
Lifetouch	\$128.00 and \$92.00	PV Football
North Section CIF	\$78.00 and \$84.00	PV Football & Girls Volleyball
PVHS Sports Boosters	\$2,000.00	PV Football
Lee-Anne Calhoun	\$20.00	PV - Foreign Language
Peter & Kathi Mathiesen	\$150.00	PV Boys Volleyball

9.2 EDUCATIONAL SERVICES

- 9.2.1. The Board approved the Expulsion of Students with the following IDs: 42146, 52500, 53008, 56547 and 66112.
- 9.2.2. The Board approved the Field Trip Request for Chico High School A Cappella Choir to attend a Music Festival, Broadway Show, Academy of Science, and Great America in San Francisco and Santa Clara from 4/8/11-4/10/11.
- 9.2.3. The Board approved the Field Trip Request for Chico High School FFA to attend the MJC FFA Field Day in Modesto, CA from 3/25/11-3/26/11.
- 9.2.4. This item was pulled for further discussion.
- 9.2.5. The Board approved the Field Trip Request for Pleasant Valley High School's Bard's Club to attend the Shakespeare Festival in Ashland, Oregon from 3/26/11-3/27/11.
- 9.2.6. The Board approved the Field Trip Request for PVHS/iHOST to attend Workshops and Competitions at the Prostart Competition at CSU, Pomona from 3/30/11-4/3/11.
- 9.2.7. The Board approved the Field Trip Request for PVHS/iHOST to attend the FHA-HERO State Leadership Meeting and State Competitive Finals in Fresno from 4/9/11-4/12/11.
- 9.2.8. The Board approved the Field Trip Request for Marigold Elementary 5th Grade Classes to attend

MINUTES

Environmental Education in Monterey, CA from 5/3/11-5/6/11.

- 9.2.9. The Board approved the Field Trip Request for Shasta and Marigold 6th grade classes to attend Shady Creek Outdoor School from 04/26/11 to 04/29/11.
- 9.2.10. The Board approved the Field Trip Request for CHS to attend the State FFA Convention in Fresno from 4/15/11-4/19/11.
- 9.2.11. The Board approved the Quarterly Report on Williams Uniform Complaints.
- 9.2.12. The Board approved the Single Plan for Student Achievement.
- 9.2.13. The Board approved the Consultant Agreement with Kevin Clark Consulting and Training on ELD Services.

9.3 BUSINESS SERVICES

- 9.3.1. The Board approved the Accounts Payable Warrants.
- 9.3.2. This item was pulled for further discussion.
- 9.3.3. The Board approved the Notice of Completion for the Williams Theater Addition at Chico High School.
- 9.3.4. The Board approved the Consultant Agreement with Rolls Anderson & Rolls for Proposed Sanitary Sewer Facilities at Shasta Elementary.
- 9.3.5. This item was pulled for further discussion.

9.4 HUMAN RESOURCES

- 9.4.1. The Board approved the Certificated Human Resources Actions.

Name/Employee #	Assignment	Effective	Comment
<u>2010/11 Temporary Appointment(s) According to Board Policy</u>			
Mayr, Martha	Secondary	2/7/11-5/26/11	0.6 FTE Temporary Appointment (in addition to current 0.4 FTE assignment)
Netterville, Karen	Secondary	1/31/11-5/26/11	0.8 FTE Temporary Appointment (in addition to current 0.2 FTE assignment)
<u>2011/12 Leave Requests</u>			
Adams, Connie	Elementary	2011/12	0.5 FTE Personal Leave (STRS Reduced Workload)
Berg, Paula	Special Education	2011/12	0.5 FTE Personal Leave (STRS Reduced Workload)
Carr, Christina	Special Education	2011/12	0.5 FTE Child Care Leave
Chell, Carol	Elementary	2011/12	0.5 FTE Personal Leave (STRS Reduced Workload)
Hanson, Robert	Secondary	2011/12	0.2 FTE Personal Leave (STRS Reduced Workload)
<u>Retirements/Resignations</u>			
Aldridge, Diana	Elementary	5/27/11	Retirement
Barnum, David	Elementary	6/1/11	Retirement
Barnum, Molly	Elementary	6/1/11	Retirement
Baxter, Karen	Elementary	5/27/11	Retirement
Bonavito, Sally	Speech	5/27/11	Retirement
Carlton, Lorenda	Special Education	6/30/11	Retirement
Finney, Margaret Ann	Special Education	5/27/11	Retirement
Hanley, David	Special Education	5/27/11	Retirement
Johnson, Bonnie	Elementary	5/27/11	Retirement
Joiner, Gerald	Secondary	5/27/11	Retirement
Kelly, Kathryn	Special Education	6/1/11	Retirement
Kessler, Eileen	Elementary	5/27/11	Retirement
Lechner, Veronica	Elementary	8/27/11	Retirement

MINUTES

Peery, Robbyn	Elementary	6/1/11	Retirement
Sanchez, Michelle	Principal	1/31/11	Resigned
Schooler, Katherine	Elementary	5/27/11	Retirement
Sigel, David	Elementary	5/27/11	Retirement
Smith, Lucille	Elementary Fine Arts	6/1/11	Retirement
Smith, Susan	Elementary	6/1/11	Retirement
Sterling, Lynda	Elementary	5/27/11	Retirement
Woodward, Neil	Elementary	5/27/11	Retirement

Rescission of Leave Request

Hian, Nancy	Independent Study	2/7/11	Rescind 0.1 FTE Personal Leave (Remaining 0.3 FTE on Leave)
-------------	-------------------	--------	--

9.4.2. 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			
ANDERSON, BETTY	CAFETERIA ASSISTANT/BJHS/2.0	1/31/2011	VACATED POSITION/128/ NUTRITION/0000
BARTH-DUCH, TERRY	SR OFFICE ASST/PVHS/8.0	1/31/2011	VACATED POSITION/153/ GENERAL/0000
BELLA, MARA	IA-SPECIAL ED/INSPIRE/4.0	1/24/2011	NEW POSITION/77/ SPECIAL ED/6500
DUREN, SUSAN	PARENT CLASSROOM AIDE- RESTR/BJHS/6.0	2/1/2011	NEW POSITION/172/ CATEGORICAL/3010
FANNING, NICOLE	LT INSTRUCTIONAL ASSISTANT/NEAL DOW/4.0	1/24/2011-3/4/2011	DURING ABSENCE OF INCUMBENT/111/ CATEGORICAL/3010
HAGAR, BERNADETTE	SCHOOL BUS DRIVER-TYPE 2/ TRANSPORTATION/2.8	1/18/2011	VACATED POSITION/112/ TRANSPORTATION/724 0
HAYS, JAN	CUSTODIAN/MCMANUS/EMMA WILSON/8.0	1/24/2011	VACATED POSITION/3/ GENERAL/0000
HIGGINS, JUDY	LT SCHOOL BUS DRIVER-TYPE 2/ TRANSPORTATION/6.3	1/18/2011-3/1/2011	DURING ABSENCE OF INCUMBENT/152/ TRANSPORTATION/724 0
MORGAN, PHILLIP	FACILITIES USE COORDINATOR/FACILITIES/8.0	1/25/2011	NEW POSITION/19/ GENERAL/0000
QUAN-BELL, JANE	LT LIBRARY MEDIA ASSISTANT/SHASTA/2.6	1/29/2011-6/6/2011	DURING ABSENCE OF INCUMBENT/ LIBRARY/1101
SANTOS, LUIS	IA-BILINGUAL/MJHS/2.0	1/20/2011	VACATED POSITION/93/ CATEGORICAL/7091
SMITH, ERIN	LT PARENT CLASSROOM AIDE- RESTR/ SIERRA VIEW/2.0	12/18/2010-5/26/2011	EXTEND LIMITED TERM POSITION/165/ GENERAL/0000
SMITH, MELANIE	INSTRUCTIONAL ASSISTANT/NEAL DOW/4.0	1/24/2011	NEW POSITION/157/ CATEGORICAL/3010
VALENTE, LINDA	CAFETERIA ASSISTANT/PARKVIEW/2.5	2/7/2011	VACATED POSITION/145/

MINUTES

WALL, MARY	INSTRUCTIONAL ASSISTANT/NEAL DOW/4.0	1/24/2011	NUTRITION/0000 NEW POSITION/158/ CATEGORICAL/3010
LAYOFF TO RE-EMPLOYMENT			
ROWEN, CHRISTINE	CAFETERIA ASSISTANT/CHS/1.2	2/6/2011	LACK OF WORK
LEAVES OF ABSENCE			
BUCKNER, ANGELA	IPS-CLASSROOM/SIERRA VIEW/3.5	1/25/2011-5/1/2011	PER CBA 5.12
COPPAGE, DENISE	LIBRARY MEDIA ASST/SHASTA/2.6	1/29/2011-6/6/2011	PER CBA 5.12
COPPAGE, DENISE	INSTRUCTIONAL ASSISTANT/MCMANUS/4.0	1/29/2011-5/26/2011	PER CBA 5.12
HOY, ELIZABETH	IPS-HEALTHCARE/CHAPMAN/3.5	1/31/2011-4/1/2011	PER CBA 5.12
HOY, ELIZABETH	IPS-CLASSROOM/CHAPMAN/3.0	1/31/2011-4/1/2011	PER CBA 5.12
SALINDONG, DEBRA MARIE	IPS-CLASSROOM/PVHS/6.0	1/31/2011-5/26/2011	PER CBA 5.12
SHANNON, JOCELYN	IPS-HEALTHCARE/HOOKER OAK/3.5	1/24/2011-5/26/2011	PART-TIME PER CBA 5.12
WHITE, SHANNON	IPS-HEALTHCARE/LOMA VISTA/6.0	1/26/2011-2/11/2011	PER CBA 5.3.3
RESIGNED THIS POSITION ONLY			
HAYS, JAN	HEALTH ASSISTANT/PVHS/8.0	1/23/2011	VOLUNTARY DEMOTION
SMITH, MELANIE	IA-SPECIAL ED/EMMA WILSON/2.5	1/23/2011	TRANSFER WITH INCREASED HOURS
WALL, MARY	LT INSTRUCTIONAL ASSISTANT/NEAL DOW/4.0	1/23/2011	VOLUNTARY RESIGNATION
RESIGNATION/TERMINATION			
BARNETT, PATRICIA	IPS-CLASSROOM/SIERRA VIEW/6.0	1/25/2011	VOLUNTARY RESIGNATION
COLLINSWORTH, KLINT	IA-SPECIAL ED/CITRUS/2.5	2/4/2011	VOLUNTARY RESIGNATION

(Consent Vote)

AYES: Kaiser, Reed, Robinson, Thompson, Griffin

NOES: None

ABSENT: None

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

Item 9.2.4. Consider Approval of the Field Trip Request for a 12th Grade Chico High Wrestler to attend the Senior Nationals for Wrestling in Virginia Beach from 3/30/11-4/4/11.

At 7:31 p.m. Board President Kaiser stated she had pulled this agenda item to recognize the CHS student wrestler, Sean Garrett, for his accomplishments. Board Vice President Reed moved to approve the Field Trip Request; seconded by Board Member Thompson.

AYES: Kaiser, Reed, Robinson, Thompson, Griffin

NOES: None

ABSENT: None

MINUTES**Item 9.3.2. Consider Adoption of Monthly Enrollment Report**

At 7:34 p.m. Board Clerk Robinson provided information she had received on clarification of the numbers that were reported. Board Clerk Robinson moved to approve the Monthly Enrollment Report; seconded by Board Vice President Reed.

AYES: Kaiser, Reed, Robinson, Thompson, Griffin

NOES: None

ABSENT: None

Item 9.3.5. Consider Approval of the Architectural Services Agreement for Inspire Schools of Arts and Sciences Phase I Campus and Future MPR Design

At 7:38 p.m. Board Member Griffin and Board Vice President Reed both presented questions regarding Item 9.3.5. Board Member Griffin moved to approve the Architectural Services Agreement for Inspire School of Arts and Sciences Phase I Campus and Future MPR Design; seconded by Board Clerk Robinson.

AYES: Kaiser, Robinson, Thompson, Griffin

NOES: Reed

ABSENT: None

10.1 EDUCATIONAL SERVICES**10.1.1. Discussion/Action: Teen Dating Violence Awareness and Prevention Month**

At 7:54 p.m. Director Dave Scott presented information on the proclamation regarding National Teen Dating Violence Awareness and Prevention Month. Board Member Griffin moved to support the proclamation; seconded by Board Vice President Reed.

AYES: Kaiser, Reed, Robinson, Thompson, Griffin

NOES: None

ABSENT: None

Board President Kaiser announced a five minute break

10.2 HUMAN RESOURCES**10.2.1. Discussion/Action: Consider Adoption of Resolution 1135-11 to Reduce Certificated Staff Due to Reduction or Elimination of Particular Kinds of Services**

At 8:10 p.m. Assistant Superintendent Feaster presented information on Resolution 1135-11. Board Member Griffin moved to approve Resolution No. 1135-11; seconded by Board Clerk Robinson.

AYES: Kaiser, Reed, Robinson, Thompson, Griffin

NOES: None

ABSENT: None

10.2.2. Discussion/Action/Public Hearing: Consider Approval of Resolution 1136-11 to Release/Non-Re-election of Temporary Certificated Employees

At 8:20 p.m. Assistant Superintendent Feaster presented information on Resolution 1136-11. Board Member Griffin moved to approve Resolution 1136-11; seconded by Board Vice President Reed.

AYES: Kaiser, Reed, Robinson, Thompson, Griffin

NOES: None

ABSENT: None

10.2.3. Discussion/Action: Consider Approval of Resolution 1137-11 for Non Re-Election of Probationary Certificated Employees

At 8:28 p.m. Assistant Superintendent Feaster presented information on Resolution 1137-11. Board Member Griffin moved to approve Resolution 1137-11; seconded by Board Clerk Robinson.

AYES: Kaiser, Reed, Robinson, Thompson, Griffin

NOES: None

ABSENT: None

10.2.4. Discussion/Action: Consider Approval of Resolution 1138-11 for Tie Breaking Criteria

At 8:30 p.m. Assistant Superintendent Feaster presented information on Resolution 1138-11. CUTA

MINUTES

President John Jenswold noted that Item 1.f. should list the school year as 2010/11, not 2009/10. Board Clerk Robinson moved to approve Resolution 1138-11 with the change to the school year; seconded by Board Vice President Reed.

AYES: Kaiser, Reed, Robinson, Thompson, Griffin

NOES: None

ABSENT: None

10.3 BUSINESS SERVICES

10.3.1. Discussion/Action: Consider Approval of Parking Lot “A” Agreement with California State University, Chico

At 8:35 p.m. Assistant Superintendent Fitzgerald presented information on the parking lot agreement with CSUC. Board Member Thompson moved to approve the parking lot “A” Agreement with California State University, Chico with an understanding that staff will amend language regarding CUSD’s right for termination; seconded by Board Member Griffin. Board Vice President Reed proposed a friendly amendment that a provision be added regarding “times of use for district events” and specify that there should be no overnight parking. There was no second to the friendly amendment.

AYES: Kaiser, Robinson, Thompson, Griffin

NOES: Reed

ABSENT: None

10.4 BOARD

10.4.1. Discussion/Action: Official 2011 CSBA Delegate Assembly Ballot Sub-region 4-B

At 8:58 p.m. Superintendent Staley presented information on the CSBA Delegate Assembly Ballot. Board Member Thompson moved to approve the vote for Don Phillips as the delegate for Subregion 4-B; seconded by Board Clerk Robinson.

AYES: Kaiser, Reed, Robinson, Thompson, Griffin

NOES: None

ABSENT: None

11. ANNOUNCEMENTS

Board Vice President Reed encouraged attendance at the *Foot Loose* drama production at CHS this week and the upcoming PVHS and Inspire productions. Board Clerk Robinson suggested the Board bring forth a Resolution regarding continuation of taxes, that the board send representatives to meet with local legislators, and that the MJHS Peer Mediators be invited to a future meeting to discuss the RJ Reynolds campaign. Board President Kaiser encouraged students to apply online for CAL Grants by March 2, 2011.

12. ITEMS FROM THE FLOOR

At 9:05 p.m. Claire Wells, a fifth grade student at Blue Oak School, addressed the Board regarding the positives of attending Blue Oak School.

13. ADJOURNMENT

At 9:08 p.m. Board President Kaiser adjourned the open session of the meeting and announced the Board was moving into Closed Session.

At 9:50 p.m. Board President Kaiser announced the Board voted 5-0 to return the Government Claim of Kevin Payne as untimely.

:mm

APPROVED:

Board of Education

Administration

MINUTES

1. CALL TO ORDER

At 6:04 p.m. Board President Kaiser called the March 2, 2011, Special Board Meeting to order in the Williams Theatre at Chico High School, 901 Esplanade.

Present: Kaiser, Reed, Robinson, Thompson, Griffin

Absent: None

2. CONSENT CALENDAR

At 6:05 p.m. Board President Kaiser asked if anyone would like to pull a consent item for further discussion. Board President Kaiser pulled Item 2.1.3., Board Member Griffin pulled Items 2.1.4., 2.1.5., and 2.1.6., and Board Clerk Robinson pulled Item 2.1.7. Board Vice President Reed moved to approve the remaining consent items; seconded by Board Member Thompson.

2.1. EDUCATIONAL SERVICES

2.1.1 The Board approved the Expulsion Clearance of Students with the Following IDs: 43001, 44084, 53023, 68322

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

2.1.3. This item was pulled for further discussion.

2.1.4. This item was pulled for further discussion.

2.1.5. This item was pulled for further discussion.

2.1.6. This item was pulled for further discussion.

2.1.7. This item was pulled for further discussion.

2.2. BUSINESS SERVICES

2.2.1. The Board approved the 2011-12 E-Rate Internal Connections Recommendations.

(Consent Vote)

AYES: Kaiser, Reed, Robinson, Thompson, Griffin

NOES: None

ABSENT: None

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

Board President Kaiser pulled this field trip request because it stated "If the Pleasant Valley Mock Trial team wins the Butte County competition..." and noted they had not won. Board Vice President Reed moved to approve the Field Trip Request in case the team would like to attend the State competition; seconded by Board Member Thompson.

AYES: Kaiser, Reed, Robinson, Thompson, Griffin

NOES: None

ABSENT: None

Item 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

Board Member Griffin had questions regarding the cost of the trip. CHS Principal Jim Hanlon explained this trip was in partnership with ROP who was paying most of the cost and the learning experience was needed to build the program at Chico High school. Board Member Griffin moved to approve the Field Trip Request; seconded by Board Clerk Robinson.

AYES: Kaiser, Reed, Robinson, Thompson, Griffin

NOES: None

ABSENT: None

MINUTES

Item 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

Board Member Griffin questioned if students had voted for this project. Superintendent Staley noted that students do initiate and vote for projects which utilize ASB funds. Board Vice President Reed voiced concerns that Advisors may have influenced the vote. Board Member Griffin moved to approve the Consultant Agreement; seconded by Board Clerk Robinson.

AYES: Kaiser, Robinson, Thompson, Griffin

NOES: Reed

ABSENT: None

Item 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

Board Member Griffin questioned if the amount of the Consultant Agreement was for one year. Director Janet Brinson confirmed and presented additional information regarding the Consultant Agreement. Board Member Griffin moved to approve the Consultant Agreement; seconded by Board Vice President Reed.

AYES: Kaiser, Reed, Robinson, Thompson, Griffin

NOES: None

ABSENT: None

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

Board Clerk Robinson noted she had pulled Item 2.1.7. to emphasize the importance of this Resolution. Board Clerk Robinson moved to approve Resolution No. 1139-11; seconded by Board Vice President Reed.

AYES: Kaiser, Reed, Robinson, Thompson, Griffin

NOES: None

ABSENT: None

3.1 HUMAN RESOURCES**3.1.1. Information: A Report on the Status of Funding for Athletic Programs at both Chico High School and Pleasant Valley High School**

At 6:18 p.m. Assistant Superintendent Feaster provided an overview of the importance of the high school athletic programs to students, schools and the community and explained how a team consisting of high school staff, parents, district office personnel, and Board representatives had been formed to meet and discuss shared interest, funding, and the future of the athletic programs. At 6:23 p.m. Attorney Greg Einhorn provided an update on a legal ruling that will have an impact on transportation expenses. At 6:57 p.m. Director Scott Jones presented a breakdown of past and present income and expenditures involved in the athletic programs. At 7:32 p.m. the high school principals and athletic directors provided an overview of how schools support the athletic program and the need for additional funding. At 7:37 p.m. representatives of the Sports Boosters presented information on their history, efforts and the difficulties of continuing their successful efforts in the future. The Board suggested the committee continue to meet to determine what can be done within the limits of funding. They also encouraged everyone, including students, to look at all options to save costs and increase revenue.

At 8:07 p.m. Board President Kaiser called for a break.

3.2 BOARD**3.2.1. Information: CUSD Board of Education/Chico Unified Teachers Association/CUSD Negotiations Team Round Table Discussion**

At 8:21 p.m. Board Vice President Reed explained this agenda item was scheduled to provide for an open discussion to find common ground for better negotiations through improved communication and understanding of issues contained within the CUTA contract. CUTA Bargaining Chair, Kurt Rix, presented a PowerPoint providing an overview of the bargaining team guidelines/makeup, bargaining basics, and CUTA perspectives regarding history, goals, etc. After discussion regarding the importance

MINUTES

of communication, Parent Representative Michael Schooling suggested negotiations should be open to the public. At 9:50 p.m. Board President Kaiser announced the open session was adjourned and the Board was moving into Closed Session and asked for public comment on Closed Session Items. There were no public comments.

4. **CLOSED SESSION**

4.1. Update on Labor Negotiations

Employee Organizations:

CUTA

CSEA, Chapter #110

Representatives:

Kelly Staley, Superintendent

Bob Feaster, Assistant Superintendent

Maureen Fitzgerald, Asst. Superintendent

4.2 Public Employee Performance Evaluation

Per Government Code §54957

Title: Superintendent

5. **ADJOURNMENT**

At 10:45 p.m. Board President Kaiser announced there was nothing to report from Closed Session and the meeting was adjourned.

:mm

APPROVED:

Board of Education

Administration

MINUTES**1. CALL TO ORDER**

At 9:00 a.m. Board President Kaiser called the March 5, 2011, Special Meeting to order in the Large Conference Room at the Chico Unified District Office, at 1163 East Seventh Street.

Present: Kaiser, Reed, Robinson, Thompson, Griffin

Absent: None

2. School Board Self-Evaluation**2.1 Discussion/Action: Review of Board Self-Evaluation Regarding District Goals for 2009-2011**

At 9:02 a.m. The Board discussed and completed a self-evaluation. Board Member Griffin will compile the information received and present the evaluation at a future meeting.

3. Goal Setting for 2011-2012**3.1 Discussion/Action: Initial Discussion of Board Proposals for District Goals for 2011-2012**

At 10:22 a.m. Board President Kaiser tabled this agenda item until the April 6, 2011, Board Workshop in order to give staff more time for input.

4. Governance Handbook**4.1 Discussion/Action: Introduction of New Protocols by Board Members**

At 10:23 a.m. A change to the Visiting Schools Protocol was discussed. Board Member Thompson moved to accept the change in wording of the second bullet to read as follows: "As a professional courtesy, trustees will call the Principal/Supervisor ahead of time to arrange the visit at an agreed upon time"; the motion was seconded by Board Vice President Reed.

(Consent Vote)

AYES: Kaiser, Reed, Robinson, Thompson, Griffin

NOES: None

ABSENT: None

5. Community Alliance for Excellence in Education – Team 10+ Update**5.1 Discussion/Action: Determine Contribution/Participation in Publicity Events**

No action was taken on this item. Board President Kaiser announced the Open Session was adjourned and the Board was moving into Closed Session and asked if any public member would like to comment on the Closed Session Agenda item. There were no comments.

6. CLOSED SESSION**6.1 Public Employee Performance Evaluation**

Per Government Code §54957

Title: Superintendent

7. ADJOURNMENT

At 12:40 p.m. Board President Kaiser stated there was nothing to report from Closed Session and the meeting was adjourned.

:mm

APPROVED:

Board of Education

Administration

DONATIONS/GIFTS

Donor	Item	Recipient
Chico Breakfast Lions Club	\$250.00	Chico Reads
Rosedale PTA	\$300.00	Chico Reads
Judith Kranz	\$250.00	Emma Wilson
Hooker Oak Parent Advsiory Board	\$5,845.25	Hooker Oak K-8
Tejas & Ranjan Patel	\$100.00	Marigold
Gregory Kelly Meaghr	\$1,000.00	Neal Dow
Patricia Hood	\$15.00	Neal Dow
Kevin Welch	30 Klean Kanteen Bottles @ \$450.00	Sierra View
BJHS PTA	\$780.50	Bidwell Jr. High
Weills Fargo Foundation Matching Gift (Martha E. Martinez)	\$40.00	Chico Jr. High
La Comida	Gift Certificates @ \$25.00	Chico Jr. High
Subway	Gift Certificates @ \$25.00	Chico Jr. High
Beach Hut Deli	Gift Certificates @ \$25.00	Chico Jr. High
Dianne & Ed Wrona	\$500.00	Chico High Music/Choral
Sandy Starnes	25 Books @ \$415.00	Chico High Library
Laura McLachlin	\$42.30	PVHS Bard's Club
Jaswinder Kaur & Vikramjit Singh	\$21.15	PVHS Bard's Club
Jin Wen & Qiu Ling Chen	\$21.15	PVHS Bard's Club
Craig & Kimberly Stilwell	\$43.15	PVHS Bard's Club
Melinda Loy	\$21.15	PVHS Bard's Club
John & Cheryl McKalip	\$21.15	PVHS Bard's Club
Lawrence & Lydie Bassow	\$21.15	PVHS Bard's Club
Feliciano & Vicky Bomactao	\$21.15	PVHS Bard's Club
Janet Gonzalez	\$21.15	PVHS Bard's Club
Kevin & Mai Lee	\$21.15	PVHS Bard's Club
Teri Jo & Donald Buckman	\$42.30	PVHS Bard's Club
Arron & Liz Gaylor	\$21.00	PVHS Bard's Club
Celia & Tim O'Connell	\$21.15	PVHS Bard's Club
Mary Camusi Ginno	\$21.15	PVHS Bard's Club
Monica O'Neil Habib	\$43.20	PVHS Bard's Club
Colleen Ashe	\$142.30	PVHS Bard's Club
Edward King	\$42.30	PVHS Bard's Club
Lejon Palmer	\$71.15	PVHS Bard's Club
Avila Services	\$75.00	PVHS Academic Decathlon
Debbie Schuetz	\$20.00	PVHS Academic Decathlon
Lube Express	\$25.00	PVHS Academic Decathlon
PVHS Sports Boosters	\$27,348.00	PVHS Athletics
Steve & Melissa Trott	Warm-Up Shirts @ \$755.00	PVHS Volleyball
Karl & Susie Sanders	\$400.00	PVHS Volleyball
Richard Neves, Inc.	\$200.00	PVHS Volleyball
Krista & Jim Hanlon	\$150.00	PVHS Volleyball
Dana Shepherd	\$100.00	PVHS Volleyball
Howard Pedersen	\$100.00	PVHS Volleyball
Scott Houchin	\$200.00	PVHS Volleyball
Mike Wiltermood	\$400.00	PVHS Volleyball
Brian & Janice Doran	\$100.00	PVHS Volleyball
Jacque Harrison	\$100.00	PVHS Volleyball
Lyle & Wendy Thompson	\$250.00	PVHS Volleyball
Debbie Hirschi	\$100.00	PVHS Volleyball
Karen Heuton	\$125.00	PVHS Volleyball
Tom & Jane Miles	\$50.00	PVHS Volleyball

DONATIONS/GIFTS

8.1.2.
Page 2 of 2

Julie Rix	\$93.00	PVHS Library
Michelle Cox Henderson	\$100.00	PVHS Library
Ryan Roth Gallo	\$800.00	PVHS Library
Dan Minsart	\$20.00	PVHS Library
Connie Chrysler	\$25.00	PVHS Library
Chico Sports Club	20 Workout Mats @ \$100.00	Fair View High

AGENDA ITEM NAME: Resolution No. 1141-11, To Support SCA 5, which would allow school districts, community college districts, and county offices of education to pass a parcel tax with a 55 percent majority vote rather than the currently required two-thirds

Prepared by: Kelly Staley, Superintendent

Consent

Board Meeting Date March 23, 2011

Information Only

Discussion/Action

Background Information

Reductions in the State General Fund revenue have led to reduced school funding. Where State funding for education has become unstable and erratic, parcel tax revenue could provide a stable, predictable source of school revenue.

Educational Implications

Passage of SCA 5 will empower local voters to invest in their schools based on the educational needs of their communities.

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. This resolution encourages the California State Legislature to reduce the current two-third vote to a 55% majority requirement on local parcel taxes. This would allow local voters to decide on the investments in their local schools and could help prevent further reductions in programs for CUSD students.

**RESOLUTION NO. 1141-11
RESOLUTION OF THE BOARD OF EDUCATION OF THE
CHICO UNIFIED SCHOOL DISTRICT**

To Support Senate Constitutional Amendment 5, which would allow school districts, community college districts, and county offices of education to pass a parcel tax with a 55 percent majority vote rather than the currently required two-thirds

WHEREAS, Senate Constitutional Amendment 5 (Simitian), which reduces the two-thirds vote requirement on parcel taxes, will be acted on by the California State Legislature; and

WHEREAS, reductions in the state General Fund revenue have led to reduced school funding; and

WHEREAS, state General Fund revenue is unstable and erratic, which results in unpredictable funding levels for school districts and county offices of education; and

WHEREAS, parcel tax revenue can provide a stable, predictable source of school revenue; and

WHEREAS, passage of SCA 5 will empower local voters to invest in their schools based on the needs of their communities by requiring a tough, but fair 55 percent vote to pass local parcel taxes, while protecting taxpayers and homeowners with accountability provisions that will ensure that funds generated from parcel taxes are not wasted or mismanaged; and

WHEREAS, revenue from parcel taxes can be spent according to local priorities and are not subject to state control; and

WHEREAS, the two-thirds vote requirement results in minority rule by requiring two "yes" votes to cancel out one no vote; and

WHEREAS, passage of SCA 5 will allow local voters to decide to make investments in their neighborhood schools in addition to state funding; and

NOW, THEREFORE, BE IT RESOLVED that the governing board of the Chico Unified School District strongly urges the California State Legislature to support and adopt SCA 5.

APPROVED, RATIFIED, PASSED, AND ADOPTED on March 23, 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: Field Trip Request

Prepared by: Jerry Joiner - Pleasant Valley High School

Consent

Board Date March 23, 2011

Information Only

Discussion/Action

Background Information

Pleasant Valley High School Industrial Tech students to travel to San Diego from April 28 - May 1, 2011 to attend the SkillsUSA annual conference.

Education Implications

Students will learn skills to enhance their education in the welding field.

Fiscal Implications

We will use money from our Perkins grant to pay for expenses, which are estimated to be approximately \$2,300.00.

RECEIVED

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

8.2.3.
Page 2 of 2

MAR 2 2011

FIELD TRIP REQUEST

SUPERINTENDENT'S OFFICE
TO: CUSD Board of Education

Date: 2/11/2011

FROM: Jerry Joiner

School/Dept.: PVHS

SUBJECT: **Field Trip Request**

Request is for Members of SkillsUSA Group and Advisors
(grade/class/group)

Destination: San Diego, CA Activity: Skills USA State Leadership and Skills Conference

from April 28, 2011 / 4:00 a.m. to May 1, 2011 / 10:30 p.m.
(dates) / (times) (dates) / (times)

Rationale for Trip: Skills USA Leadership and Skill Conference – professional development and career exploration

Number of Students Attending: 26 Teachers Attending: 3 Parents Attending: 4
Student/Adult Ratio: 4:1

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

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

ESTIMATED EXPENSES:

Fees \$ 600.00 Substitute Costs \$ 540.00 Meals \$ 360.00
Lodging \$ 800.00 Transportation \$ 0 Other Costs \$ _____

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

Name Perkins Acct. #: 01-3550-0-3812-1000-020 \$ \$2,300.00
Name _____ Acct. #: _____ \$ _____

Jerry Joiner 2-18-11
Requesting Party Date

[Signature] 2/22/11 Approve/Minor Do not Approve/Minor
Site Principal Date or Recommend/Major Not Recommended/Major

[Signature] 3/1/11 (If transporting by bus or Charter)
Director of Transportation Date

IF MAJOR FIELD TRIP

[Signature] 02/24/2011 Recommend Not Recommended
Director of Educational Services Date

_____ Approved Not Approved
Board Action Date

PE.
2-25

PROPOSED AGENDA ITEM: Field Trip for MESA (Mathematics, Engineering, Science Achievement)

Prepared by: Beth Johnson @ Chico High; MESA Advisory

Consent

Board Date March 23, 2011

Information Only

Discussion/Action

Background Information

MESA is an after school program whose purpose is to prepare students who are underrepresented in the UC system to be eligible to matriculate into and succeed in a university after high school. This means we encourage and support the students in rigorous college prep classes and programs and connect them with the university (through Chico State) early in high school and continue that connection after the students get into the university.

Our MESA students work very hard at their academics throughout the year with the help of myself, mentors from the engineering department at CSUC and other volunteers. They also compete in an engineering, science and math 'MESA Day' in March of each year. Students make bridges and planes, compete in team and individual math competitions, and do a variety of other mind expanding challenges.

One of the things we try to do each year is take an overnight field trip with the MESA students to educational destinations, usually science and math related, in the Bay area. In the past we have gone to Muir Woods, the Tech Museum, the Monterey Bay Aquarium, Science and Physics days at Great America, and other places similar to these.

This year we would like to go to the California Academy of Science, Physics Day at Great America and, if we raise enough money, Alcatraz Island. We plan to go on May 5 and 6, 2011.

Educational Implications

The students will see and experience science and engineering in action at the Academy of Science and through the curriculum that comes from Great America for their Physics Day. They also experience the reward of working hard all year to get ready to go to the university and they see the fruits of their fund raising work. If we go to Alcatraz, the students will experience a slice of Native American history and see first hand the results of political activism.

Fiscal Implications

All funds for this experience are donated or raised by the students themselves.

CHICO UNIFIED SCHOOL DISTRICT

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

8.2.4.
Page 2 of 2

FIELD TRIP REQUEST

TO: CUSD Board of Education

Date: March 7, 2011

FROM: Beth Johnson

School/Dept.: CHS MESA

SUBJECT: Field Trip Request

Request is for Mathematics Engineering Science Achievement
(grade/class/group)

Destination: CA Academy of Science, Physics Day @Great America Activity: Intro to Solar Energy or Ocean Chemistry; Tour of CAS; Fun and physics at GA.

from May 5, 2011 / All day to May 6, 2011 / Return to CHS about 7 pm
(dates) / (times) (dates) / (times)

Rationale for Trip: This is our annual incentive and enrichment field trip. We work hard all year, participate in MESA day competitions and raise money for this trip. The destinations for our annual trip are chosen because they are opportunities most of our students don't have an opportunity to experience.

Number of Students Attending: approx 35 Teachers Attending: 2 Parents Attending: 1-2

Student/Adult Ratio: 1 to 7 or 8

Transportation: Charter Bus-Name Mt Lassen Transit

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

ESTIMATED EXPENSES:

Fees \$ 60/person Substitute Costs \$ 140 Meals \$ 0
Lodging \$ 25/student Transportation \$ 3500+/- Other Costs \$ _____

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

Name BLAST Acct. #: _____ \$ 3500+

Name MESA ASB Acct. #: 577 \$ 2000

Other funding is donated by Chico State MESA and donations to the MESA ASB account

Beth Johnson
Requesting Party

3-7-11
Date

[Signature]
Site Principal

3/9/11
Date

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

[Signature]
Director of Transportation

3/16/11
Date

(If transporting by bus or Charter)

IF MAJOR FIELD TRIP

[Signature]
Director of Educational Services

3-15-11
Date

Recommend Not Recommended

Board Action

Date

Approved Not Approved

26
3-16

PROPOSED AGENDA ITEM: Field Trip Request for Hooker Oak Students

Prepared by: Linda Holm

Consent

Board Date March 23, 2011

Information Only

Discussion/Action

Background Information

The 4-5th graders from Linda Holm's class at Hooker Oak School will be attending this trip to the San Francisco Maritime Museum's Age of Sail and Explorers Program. The teacher has successfully participated in this program twice before. The program is a hands-on learning opportunity that supports the philosophy of Open Structured Classroom, the Age of Exploration and the science curriculum.

There was a last minute cancellation for the Age of Sail that opened up.

Education Implications

Academically, the focus of the trip is to relate the social science curriculum of Age of Exploration for both 4th graders who study California explorers and history and 5th graders who study world explorers. For specific California Standards, see the attached documents. In addition, the experience also provides activities and lessons on scientific investigations and concepts in the California Standards (see attached California Standards)

The living history experience offers students the opportunity to work together as a community and experience real problem solving situations in a cooperative model.

Fiscal Implications

The field trip will be funded by donations from parents and classroom funds provided by the Parent Advisory Board

Additional Information

Students will be transported by private cars driven by parents of the students.

Five parents will be assigned to the 5 different crews on board along with the teacher, a parent photographer and four Age of Sail staff members. The supervision ratio will range from 1-2 adults to 5 students, in addition to the teacher.

The trip is scheduled for March 24, 2011. The class will leave from Hooker Oak School at 8:00 a.m. and spend the night on board the ship. The following morning students will learn more about navigation and have an opportunity to sail. The return date is March 25, 2011 at approximately 4:00p.m.

RECEIVED

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

8.2.5.
Page 2 of 2

MAR 11 2011

FIELD TRIP REQUEST

EDUCATIONAL SERVICES

TO: CUSD Board of Education

Date: 3-8-11

FROM: Linda Holm

School/Dept.: Hooker Oak

SUBJECT: Field Trip Request

Request is for Room 4 (grade/class/group)

Destination: Maritime Museum San Francisco Activity: Age of Sail Program Schooners

from Mar. 24th / 8:00 A.M. to Mar. 25 / 4:00 P.M.
(dates) / (times) (dates) / (times)

Rationale for Trip: culminate Age of Explorers, sailing unit.

Number of Students Attending: 30 Teachers Attending: 1 Parents Attending: 7

Student/Adult Ratio: 4-1

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 \$ 3180 Substitute Costs \$ X Meals \$ 150

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

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

Name _____ Acct. #: _____ \$ _____

Name _____ Acct. #: _____ \$ _____

Linda Holm 3-8-11
Requesting Party Date

[Signature] 3-9-11 Approve/Minor Do not Approve/Minor
Site Principal Date or Recommend/Major Not Recommended/Major

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

IF MAJOR FIELD TRIP

[Signature] 3-9-11 Recommend Not Recommended
Director of Educational Services Date

_____ Approved Not Approved
Board Action Date

PROPOSED AGENDA Warrant Authorization
ITEM: _____

Prepared Scott Jones, Director-Fiscal Services
by: _____

Consent

Board Date 3/23/11

Information Only

Discussion/Action

Background Information

Warrants in the amount of \$2164.844.47 for the period of February 9th through March 9th 2011 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**

March 23, 2011
Accounts Payable Warrants

FUND #:	FUND DESCRIPTION:	WARRANT #'S:	AMOUNT
01	General Fund	373534-373784	\$648,460.12
01	General Fund	373896-374215	\$1,176,603.74
13	Nutrition Services	373799-373824	\$83,247.87
13	Nutrition Services	373873-373895	\$117,980.36
13	Nutrition Services	374216-374218	\$294.01
14	Deferred Maintenance	373785-373787	\$21,278.90
14	Deferred Maintenance	374219-374220	\$17,457.60
24	Bldg Fund Measure A	374221	\$395.00
25	Capital Fac. FD-State Cap	374222-374223	\$14,294.50
27	1998 SRB (2008 Sale P&I)	373788-373795	\$28,055.73
27	1998 SRB (2008 Sale P&I)	374224-374231	\$31,764.82
35	County School Facilities Fund	373796-373797	\$1,946.08
35	County School Facilities Fund	374232	\$685.00
42	Special Reserve RDA City Pass Through	373798	\$65.74
42	Special Reserve RDA City Pass Through	374233-374234	\$22,315.00
TOTAL WARRANTS TO BE APPROVED:			\$2,164,844.47

CC Maureen Fitzgerald, Assistant Superintendent, Business Services

CC Scott Jones, Director of Fiscal Services

PROPOSED AGENDA ITEM: Declaration of Surplus Property

Prepared by: Scott Jones - Director, Fiscal Services

Consent

Board Date 03/23/11

Information Only

Discussion/Action

Background Information:

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

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

Educational Implications: NONE

Fiscal Implications: NONE

Useable Surplus Property 03/23/11

BO#	Description	Cond.	Transfer /Sold	Rec'd From	Value	Universal Waste
6541	3 OVERHEAD PROJECTORS	1	WHSE	MARIGOLD	10	Y
6541	TABLE	1	WHSE	MARIGOLD	10	N
6541	LAMINATOR	1	WHSE	MARIGOLD	10	Y
6541	MINI-FRIDGE	1	WHSE	MARIGOLD	10	Y
6541	PANASONIC TV/VCR	1	WHSE	MARIGOLD	10	Y
6541	2 MONITORS	1	WHSE	MARIGOLD	10	Y
6541	3 KEYBOARDS	1	WHSE	MARIGOLD	5	Y
6541	2 OVERHEAD PROJECTORS	1	WHSE	MARIGOLD	10	Y
6541	2 IBM WHEELWRITERS	2	WHSE	MARIGOLD	10	Y
6541	2 IBM SELECTRIC	2	WHSE	MARIGOLD	10	Y
6541	2 PRINTERS	2	WHSE	MARIGOLD	10	Y
6541	3 ASST. TELEVISIONS	2	WHSE	MARIGOLD	10	Y
6547	GE DIGITAL MESSAGING SYSTEM	1	WHSE	DISTRICT OFC	100	Y
6548	ROLLING CART W/SLIDE OUT SHELF	2	WHSE	DISTRICT OFC	20	N
6550	DVD/VCR COMBO W/REMOTE	2	WHSE	CHS	30	Y
6551	SLIDE PROJECTOR W/CAROUSEL	1	WHSE	CHS	25	Y
6556	SAMSUNG 4 HEAD VCR	2	WHSE	CHS	5	Y
6568	METAL CABINET	1	WHSE	CHICO JR	10	N

Condition:

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

Unreparable Surplus Property 03/23/11

BO#	Description	Cond.	Transfer /Sold	Rec'd From	Value	Universal Waste
6495	EMERSON VIDEO MONITOR	3	WHSE	PVHS	N/A	Y
6495	ZENITH VHS PLAYER	3	WHSE	PVHS	N/A	Y
6495	EMERSON 13" TV	3	WHSE	PVHS	N/A	Y
6495	HP PSC 1210 PRINTER/SCANNER/COPIER	3	WHSE	PVHS	N/A	Y
6505	GE MICROWAVE	3	WHSE	SIERRA VIEW	N/A	Y
6505	SANYO DVD RECORDER	3	WHSE	SIERRA VIEW	N/A	Y
6505	APEX DVD PLAYER	3	WHSE	SIERRA VIEW	N/A	Y
6505	QUASAR MICROWAVE	3	WHSE	SIERRA VIEW	N/A	Y
6505	MAGIC CHEF MICROWAVE	3	WHSE	SIERRA VIEW	N/A	Y
6505	FUMAI VCR	3	WHSE	SIERRA VIEW	N/A	Y
6508	MAGIC CHEF SMALL REFRIGERATOR	3	WHSE	LOMA VISTA	N/A	Y
6527	MOTOROLA PHONE & CHARGER	3	WHSE	LOMA VISTA	N/A	Y
6541	VCR	3	WHSE	MARIGOLD	N/A	Y
6541	DVD PLAYER	3	WHSE	MARIGOLD	N/A	Y
6541	SCANNER	3	WHSE	MARIGOLD	N/A	Y
6541	3 COMPUTER TOWERS	3	WHSE	MARIGOLD	N/A	Y
6546	LAERDAL SUCTION UNIT	3	WHSE	TRANSP	N/A	Y
6553	COMPUTER SPEAKERS	3	WHSE	FVHS	N/A	Y
6553	HP SCANJET	3	WHSE	FVHS	N/A	Y
6553	OPTICAL MOUSE	3	WHSE	FVHS	N/A	Y
6553	HP LASERJET 2100	3	WHSE	FVHS	N/A	Y
6559	FILING CABINET	3	WHSE	PVHS	N/A	N
6563	CREDENZA	3	WHSE	M & O	N/A	N
6568	2 OLD TELEVISIONS	3	WHSE	CHICO JR	N/A	Y
6568	REFRIGERATOR	3	WHSE	CHICO JR	N/A	Y
6568	WINDOW AIR CONDITIONER	3	WHSE	CHICO JR	N/A	Y
6568	MICROWAVE	3	WHSE	CHICO JR	N/A	Y
6568	2 DESKS	3	WHSE	CHICO JR	N/A	N
6568	12 SETS OF OLD LOCKERS	3	WHSE	CHICO JR	N/A	N
6568	XEROX PLOTTER	3	WHSE	CHICO JR	N/A	Y
6568	HOUSTON INSTRUMENT PLOTTER	3	WHSE	CHICO JR	N/A	Y
6568	HP PLOTTER	3	WHSE	CHICO JR	N/A	Y
6569	COMMERCIAL FRYER	3	WHSE	PVHS	N/A	Y
6572	VISUAL SURVEY TELEBINOCULAR	3	WHSE	DISTRICT OFC	N/A	Y
6572	BELL & HOWELL LANGUAGE MASTER	3	WHSE	DISTRICT OFC	N/A	Y
6572	2 INSTA-LINE'S	3	WHSE	DISTRICT OFC	N/A	Y
6572	TRANSLUCENT EYE CABINET	3	WHSE	DISTRICT OFC	N/A	Y

Condition:

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

Surplus Property 03/23/11 to Computers for Classrooms for
refurbishing to current technology standards and reallocating back to
schools

BO#	Description	Cond.	Rec'd From
6534	6 SAMSUNG VIDEO CAMERAS	3	INSPIRE
6534	5 JVC VIDEO CAMERAS	3	INSPIRE
6534	SONY VIDEO CAMERA	3	INSPIRE
6534	3 CANNON VIDEO CAMERAS	3	INSPIRE
6534	2 KEYBOARDS	3	INSPIRE
6534	HEATHKIT ELECTRONIC TRAINER	3	INSPIRE
6534	LITE-ON DVD RECORDER	3	INSPIRE
6534	2 PANASONIC VCR'S	3	INSPIRE
6534	DVD PLAYER	3	INSPIRE
6534	NEC MONITOR	3	INSPIRE
6534	4 RCA SENIOR VOLT VOLT-O-METERS	3	INSPIRE
6534	CRT TESTER	3	INSPIRE
6534	BTK SCOPE	3	INSPIRE
6534	MICRONICS MOTHERBOARD	3	INSPIRE
6534	4 BTK MULTIMETERS	3	INSPIRE
6534	VIDEO DETAILER	3	INSPIRE
6534	BTK RF GENERATOR	3	INSPIRE
6534	VIDEO ANALYZER	3	INSPIRE
6534	CRT RESTORER	3	INSPIRE
6534	2 HP VOLTMETERS	3	INSPIRE
6534	HEATH KIT CHART RECORDER	3	INSPIRE
6534	HP LOGIC ANALYZER	3	INSPIRE
6534	TEKTRONIX SCOPE	3	INSPIRE
6534	EICO AUDIO GENERATOR	3	INSPIRE
6534	EICO CAPACITANCE TESTER	3	INSPIRE
6534	RADIO SHACK COMPUTER	3	INSPIRE
6534	REALISTIC AMPLIFIER	3	INSPIRE
6534	5 SCANNERS	3	INSPIRE
6534	12 ASST. VCR'S	3	INSPIRE
6534	3 PRINTER INTERFACES	3	INSPIRE
6534	AV SELECTOR	3	INSPIRE
6534	SPEAKERS	3	INSPIRE
6534	EQUALIZER	3	INSPIRE
6534	PRE AMP	3	INSPIRE
6549	11 COMPAQ COMPUTERS	3	LCC
6549	5 DELL COMPUTERS	3	LCC
6549	APPLE COMPUTER	3	LCC
6549	2 HP COMPUTERS	3	LCC

Condition:

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

Surplus Property 03/23/11 to Computers for Classrooms for
refurbishing to current technology standards and reallocating back to
schools

BO#	Description	Cond.	Rec'd From
6549	2 ALLIED TELESYN HUBS	3	LCC
6549	2 GATEWAY COMPUTERS	3	LCC
6549	13 ASST. MONITORS	3	LCC
6549	EPSON PRINTER	3	LCC
6549	3 HP PRINTERS	3	LCC
6552	COMPUTER W/MONITOR	1	AFC
6554	DELL LAPTOP	1	CHAPMAN
6554	2 DELL TOWERS	1	CHAPMAN
6554	GATEWAY TOWER	1	CHAPMAN
6554	HP COMPAQ TOWER	1	CHAPMAN
6554	LANTELE TOWER	1	CHAPMAN
6554	4 DELL OPTIPLEX DESKTOPS	1	CHAPMAN
6554	COMPAQ TOWER	1	CHAPMAN
6554	2 ASST. MONITORS	1	CHAPMAN
6554	HP SCANJET SCANNER	1	CHAPMAN
6554	BROTHER SCANNER	1	CHAPMAN
6554	HP KAYAK TOWER	1	CHAPMAN
6558	COMPAQ MONITOR	3	LOMA VISTA
6558	GATEWAY MONITOR	3	LOMA VISTA
6558	4 TOSHIBA LAPTOPS	3	LOMA VISTA
6558	GATEWAY TOWER	3	LOMA VISTA
6558	DELL TOWER	3	LOMA VISTA
6558	3 TOSHIBA ADAPTERS	3	LOMA VISTA
6560	15 DELL OPTIPLEX TOWERS	2	MARIGOLD
6560	10 GATEWAY E4000 COMPUTERS	2	MARIGOLD
6560	GATEWAY E MACHINE	2	MARIGOLD
6560	5 GATEWAY COMPUTERS	2	MARIGOLD
6560	4 COMPAQ DESKPRO'S	2	MARIGOLD
6560	BROTHER LASER COPIER	2	MARIGOLD
6560	CATALYST 2900 ROUTER POWER SUPPLY	2	MARIGOLD
6560	2 MAC POWER SUPPLIES	2	MARIGOLD
6560	10 MISC KEYBOARDS	2	MARIGOLD
6560	2 COMPAQ COMPUTERS	2	MARIGOLD
6560	DELL COMPUTER	2	MARIGOLD
6560	SONY MONITOR	2	MARIGOLD
6560	PHILLIPS MONITOR	2	MARIGOLD
6560	VIEWSONIC COMPUTER	2	MARIGOLD
6560	UNISYS MONITOR	2	MARIGOLD

Condition:

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

Surplus Property 03/23/11 to Computers for Classrooms for
refurbishing to current technology standards and reallocating back to
schools

BO#	Description	Cond.	Rec'd From
6560	2 COMPAQ MONITORS	2	MARIGOLD
6560	MITSUBISHI MONITOR	2	MARIGOLD
6560	OPTIQUEST MONITOR	2	MARIGOLD
6560	SAMSUNG MONITOR	2	MARIGOLD
6560	VIEWSONIC MONITOR	2	MARIGOLD
6561	GATEWAY COMPUTER	3	HOOKER OAK
6561	3 HP COMPUTERS	3	HOOKER OAK
6561	SLIDE PROJECTOR	3	HOOKER OAK
6562	18 GATEWAY COMPUTERS	3	PVHS
6562	3 ASST. COMPUTERS	3	PVHS
6562	2 DELL MONITORS	3	PVHS
6562	25 ASST. COMPUTERS	3	PVHS
6562	11 ALLIED TELESYN SYSTEMS	3	PVHS
6562	12 3COM SWITCHES	3	PVHS
6562	4 GATEWAY COMPUTERS	3	PVHS
6562	HP COLOR LASERJET	3	PVHS
6564	6 COMPUTERS	3	CHAPMAN
6564	3 PRINTERS	3	CHAPMAN
6564	TAPE RECORDER	3	CHAPMAN
6564	LEAP FROG COMPUTER	3	CHAPMAN
6565	COMPAQ MONITOR	3	ROSEDALE
6565	10 VARIOUS MONITORS	3	ROSEDALE
6565	2 E SERIES COMPUTERS	3	ROSEDALE
6565	6 DELL COMPUTERS	3	ROSEDALE
6565	GATEWAY COMPUTER	3	ROSEDALE
6565	HP LASER JET PRINTER	3	ROSEDALE
6567	4 GATEWAY COMPUTERS	3	PARKVIEW
6567	DELL COMPUTER	3	PARKVIEW
6570	23 GATEWAY COMPUTERS	3	PVHS
6570	2 DELL COMPUTERS	3	PVHS
6570	COMPAQ COMPUTER	3	PVHS
6570	2 CATALYST SERVERS	3	PVHS
6570	13 ASST. COMPUTERS	3	PVHS
6570	2 CISCO SWITCH SYSTEMS	3	PVHS
6570	CANON COMPUTER	3	PVHS
6570	SUPER STACK SWITCH	3	PVHS
6570	6 ALLIED TELESYN SWITCHES	3	PVHS
6570	5 3COM SUPER STACK SWITCHES	3	PVHS
6570	TOSHIBA TV	3	PVHS

Condition:

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

Surplus Property 03/23/11 to Computers for Classrooms for
refurbishing to current technology standards and reallocating back to
schools

BO#	Description	Cond.	Rec'd From
6570	2 MAG INNOVISION'S	3	PVHS
6570	HP PAVILION	3	PVHS
6570	HP OFFICE JET	3	PVHS
6571	2 DELL COMPUTERS	3	LCC
6571	2 HP COMPUTERS	3	LCC
6571	9 COMPAQ COMPUTERS	3	LCC
6571	23 GATEWAY COMPUTERS	3	LCC
6571	4 DELL MONITORS	3	LCC
6571	SYLVANIA MONITOR	3	LCC
6571	2 COMPAQ MONITORS	3	LCC
6571	2 ASST. MONITORS	3	LCC

Condition:

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

PROPOSED AGENDA ITEM: Board Resolution for Michelle Obama's Move It! Campaign

Prepared by: Carol Lams and Tanya Harter

Consent

Board Date March 23, 2011

Information Only

Discussion/Action

Background Information

Let's Move! is a comprehensive initiative, launched by the First Lady, dedicated to solving the problem of obesity within a generation.

Combining comprehensive strategies with common sense, Let's Move! is about putting children on the path to a healthy future during their earliest months and years. Giving parents helpful information and fostering environments that support healthy choices. Providing healthier foods in our schools. Ensuring that every family has access to healthy, affordable food. And, helping children become more physically active.

Education Implications

Engage students in healthy eating and physical activity concepts by making them age appropriate and relevant to their daily lives and experiences.

*Teach younger children their colors using fruits and vegetables.

*Have middle school children learn about weights and measures using fruits and vegetables from the school garden.

*Older students can learn about nutrition through calorie counts and daily nutritional value charts.

*Take a walk outside as part of a science class or ask students to name and act out action words from a story through physical activity.

*Incorporate school gardens into classroom lessons (e.g. Science, cooking) to provide students with hands-on, multidisciplinary learning activities.

Fiscal Implications

Additional Information

There are five pillars of the First Lady's Let's Move! initiative:

1.Creating a healthy start for children, 2.Empowering parents and caregivers, 3.Providing healthy food in schools, 4.Improving access to healthy, affordable foods and 5.Increasing physical activity

Everyone has a role to play in reducing childhood obesity, including parents and caregivers, elected officials from all levels of government, schools, health care professionals, faith-based and community-based organizations, and private sector companies. Your involvement is key to ensuring a healthy future for our children.

Resolution No. 1140-11
BEFORE THE BOARD OF EDUCATION
of the
CHICO UNIFIED SCHOOL DISTRICT

Adoption of the *Let's Move* Initiative

WHEREAS, in January 2010, First Lady Michelle Obama called upon School Board Members to take a leadership role in the *Let's Move!* Initiative to solve the epidemic of childhood obesity within a generation;

WHEREAS, over the past three decades, childhood obesity rates in America have tripled. Today, nearly one in three children in our nation is obese or overweight. One-third of all children born in 2000 or later will suffer from diabetes at some point in their lives;

WHEREAS, the Nutrition Services Department transitioned March 1, 2011, to a new interactive website with linkage to the *Let's Move* Campaign;

WHEREAS, the City of Chico has signed on to become a *Let's Move* City;

WHEREAS, the goals set forth by the *Let's Move* School Initiative, include: create a school health advisor council, join the Healthier US School Challenge, make your school a healthy worksite, incorporate nutrition education & physical education into the curriculum, and plant a garden;

WHEREAS this District recognizes the efficiency in combining the *Let's Move* Campaign with the *Wellness Policy Awareness Campaign* allowing for the dissemination of promotional materials through appointed site health advisory representatives;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education of the Chico Unified School District hereby approves the adoption of the *Let's Move* Campaign in conjunction with the *Wellness Policy Awareness Campaign*.

THE FOREGOING RESOLUTION was duly passed and adopted by the Board of Education of the Chico Unified School District at a Regular Meeting held on the 23rd of March, 2011, by the following call 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

TITLE: Consultant Agreement with Holdrege & Kull for Geological and Geotechnical Investigation at Pleasant Valley High School

Action _____
Consent X
Information _____

March 23, 2011

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

Background information

On September 15, 2010 the Board of Education directed staff to proceed with conceptual designs for a new classroom building at Pleasant Valley High School. A key component of this work includes a full evaluation of the constraints of the site. Collecting and analyzing geological and geotechnical site information is a key step in that process.

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 services is Measure A bond funds.

Recommendation

It is requested that the Board of Education authorize the Assistant Superintendent, Business Services to approve the Consultant Agreement with Holdrege & Kull Consulting Engineers to identify any geological hazards and prepare findings, conclusions and recommendations regarding the proposed site for a new classroom building at Pleasant Valley High School.

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 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: Holdrege & Kull Consulting Engineers
Street Address/POB: 8 Seville Court, Suite 100
City, State, Zip Code: Chico, CA 95928
Phone: 530-894-2487

Taxpayer ID/SSN:
 This agreement will be in effect from: 03/23/11 to 05/31/11

Location(s) of Services: (site) Pleasant Valley High School

3. **Scope of Work** to be performed: (attach separate sheet if necessary)
 Perform geological and geotechnical engineering investigation of future construction site at Pleasant Valley High School.
4. **Goal (Strategic Plan, Site Plan, Other)** to be achieved as a result of Consultant services:
 Identify any geological hazards and prepare findings, conclusions and recommendations regarding grading and necessary structural improvements.

5. **Funding/Programs Affected:** (corresponding to accounts below)
 1) Fund 27
 2)
 3)

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

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	27	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)

\$ 1.00 Per Unit, times 14,000.00 # Units = \$ 14,000.00 Total for Services
 (Unit: Per Hour Per Day Per Activity)

9. **Additional Expenses:**

\$
 \$
 \$

Total for
 0.00 Addit'l Expenses

\$ 14,000.00 **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 – Sec BS10a)

Business Services Use Only
CA# _____
V# _____

Consultant Name: **Holdrege & Kull Consulting Engineers**

- 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.

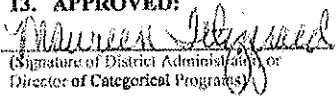
11. AGREED TO AND ACCEPTED: (If determined to be a Contract Employee, a payroll check will be issued with applicable taxes withheld.)

	Shane D. Cummings	3/7/11
(Signature of Consultant)	(Print Name)	(Date)

12. RECOMMENDED:

	Michael Weissenborn	3-8-11
(Signature of Originating Administrator)	(Print Name)	(Date)

13. APPROVED:

	Maureen Fitzgerald	3-11-11
(Signature of District Administrator or Director of Categorical Programs)	(Print Name)	(Date)

APPROVED:

Consultant Contract Employee

_____	_____	_____
(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)



March 4, 2011
Proposal No.: PC11.006

Mr. Mike Weissenborn
Facilities Planner
Chico Unified School District
2455 Carmichael Drive
Chico, CA 95928
Phone (530) 891-3209

REFERENCE: ***Pleasant Valley High School, New Classroom Building***
Manzanita and Marigold Avenue
Chico, Butte County, California

SUBJECT: ***Proposal for Geotechnical Engineering Services***

Dear Mr. Weissenborn,

In accordance with the request of Benjamin Matray or Nichols Melburg & Rossetto, Holdrege & Kull (H&K) prepared this proposal to provide geotechnical and geological engineering services for the development of the above referenced New Classroom Building. As part of our geotechnical engineering services, H&K will perform the appropriate geological and geotechnical engineering investigation in accordance with the requirements of the Division of the State Architect (DSA), the California Geological Survey (CGS), and the 2010 California Building Code (CBC). H&K will prepare a geotechnical engineering investigation report presenting our findings, conclusions, and recommendations for earthwork grading and structural improvements which will be specific to the proposed improvements. Because H&K completed a Geologic Hazard Evaluation during the design of the new Performing Arts Center building in 2007, limited information will be needed to update the geologic hazard evaluation to adhere to the 2010 CBC. The following presents our understanding of the project and our proposed engineering services.

1.0 PROJECT DESCRIPTION

The new classroom building will be located at Pleasant Valley High School at the current location of the I-Grouping and J-Grouping modular classroom buildings. Access to the site is along Manzanita and Marigold Avenue. The current modular buildings will be removed, permanent associated features will be demolished, and a new two story classroom building will be constructed.

Although preliminary or final design and improvement plans were not available for review for preparation of this proposal, H&K assumes that the construction of the classroom building may have an approximate 32,000 square feet footprint and may consist of the following improvements: two-story, moment resisting or braced steel frame, concrete slab-on-grade floors, continuous spread and isolated foundation footings, one hydraulic elevator lift, multiple stairwells, concrete sidewalk areas, asphalt concrete (AC) paved fire lane and access lane, and landscaped areas. Earthwork grading may include general site preparation and minor cuts and fills required to balance the site to meet the proposed building grades.

2.0 SCOPE OF SERVICES

H&K proposes to perform the following tasks as basic services with no other additional services included: Task 1 Site Investigation and Laboratory Testing, Task 2 Data Analysis and Engineering Design, and Task 3 Report Preparation. Each task is described in the following:

2.1 Task 1 Site Investigation

H&K will perform a site investigation using a hollow stem auger drill rig to characterize the soil, rock and groundwater conditions encountered at the surface and beneath the site to the maximum depth drilled. The site investigation information will be used to prepare a geological hazard evaluation report and geotechnical engineering design recommendations for earthwork and structural improvements. Our site investigation includes the following components, which are described below: Surface Reconnaissance Investigation, Subsurface Investigation, and Laboratory Testing. This surface and subsurface investigations does not include the evaluation of the site for the presence of hazardous waste materials, and/or groundwater pollutants.

2.1.1 Surface Reconnaissance Investigation

H&K will perform a surface reconnaissance of the project site to identify surface conditions that may impact the proposed site development plans. In general, H&K's field engineer/geologist will observe and describe surface exposures of the following existing site conditions:

- Site and surrounding land uses.
- Surface soil conditions.
- Existing site improvements including earthwork grading and structures.
- Site topography and drainage.
- Vegetation.

2.1.2 Subsurface Investigation

A minimum of 48 hours prior to performing the subsurface investigation H&K will mark the proposed subsurface exploratory locations with white paint and notify Underground Services Alert (USA) as required by California state law. USA

members will inspect each proposed subsurface exploratory location to determine if any underground utilities are present at these locations. Chico Unified School District is responsible for marking all known utilities inside the subject property. If USA identifies the presence of underground utilities at any of the proposed exploratory locations then we will move the excavation location to an area that is clear of underground utilities.

H&K will perform a subsurface investigation to obtain an understanding of the soil, rock and groundwater conditions underlying the project site to the maximum depth explored. A minimum of seven (7) exploratory borings will be advanced at the site using a truck mounted hollow stem auger drill rig. Each boring will be advanced in accordance with the 2010 CBC requirements of one boring per 5,000 square feet of building footprint, to the maximum depth of 50 feet below the existing surface or until refusal is met, whichever ever occurs first. H&K will attempt to locate the exploratory borings at the approximate location of the building corners or deep foundation area locations. Each exploratory boring will be backfilled immediately after logging and sampling activities are completed.

H&K' field engineer/geologist will collect both relatively undisturbed and disturbed soil samples from each exploratory trench. Relatively undisturbed soil samples will be collected with a standard penetration test (SPT) sampler and a 2.5-inch-diameter (inside diameter) split-spoon barrel sampler equipped with brass liner tubes. Generally, soil samples will be collected at the following depths below the existing ground surface: 0 feet, 2.0 feet, 5 feet, 10 feet, and continuing on five foot intervals, or change in geologic material, until the boring is terminated. Additional soil samples may be collected and/or the sample intervals may be changed depending upon the soil conditions encountered. The soil samples will be labeled, sealed, and transported to our laboratory facility where selected samples will be tested to determine their engineering material properties. If the groundwater table is encountered, the depth to groundwater below the existing ground surface will be measured.

2.1.3 Laboratory Testing Investigation

H&K will perform laboratory tests on selected soil samples to determine their engineering material properties. All laboratory tests will be performed consistent with the guidelines of the American Society for Testing and Materials (ASTM). The ASTM soil characterization tests may include:

- D2487 & D2488, Unified Soil Classification System, Description Visual Method
- D2937 & D2216, Density and Moisture Content
- D422, Particle Size Distribution, Sieve and Hydrometer Analysis
- D2166 Unconfined Shear Strength
- D2850, Tri-axial Shear Strength
- D3080, Direct Shear Strength

- D2166, Unconfined Compressive Strength
- D4318, Atterberg Plasticity Indices
- D4829, Expansion Index
- D2844, Resistance Value (R-Value)

If soil is encountered with a high potential for volume change (i.e., expansion or consolidation), then H&K may recommend additional laboratory testing to evaluate expansion or consolidation impacts and provide appropriate recommendations on the proposed earthwork and structural improvements. Additional testing may include ASTM D2435 one-dimensional consolidation, ASTM D4546 one-dimensional swell, and ASTM D4767 consolidated-undrained triaxial shear strength. The costs to perform these additional tests are not included in the fee estimate presented herein. H&K will not perform these additional tests without written authorization to proceed and a budget augmentation to cover the cost of performing these additional laboratory tests.

2.2 Task 2, Data Analysis and Engineering Design

H&K will use the state-of-the practice geological and geotechnical engineering analyses methods to evaluate the on-site soil properties. These analyses methods may include but will not be limited to the following:

2.2.1 Data Analysis Methods

- Soil and rock stratigraphy.
- Cut and fill slope stability analyses.
- Soil bearing capacity for shallow and deep foundations.
- Lateral earth pressures.
- Soil-Concrete friction coefficients.
- Soil shear strength.
- Soil plasticity indices.
- Soil expansion potential.
- Building and surcharge loads.
- Groundwater seepage and drainage controls
- Pavement design for driveway and parking areas

H&K will develop geotechnical engineering design recommendations for earthwork and structural improvements and provide applicable recommendations. The geotechnical engineering design recommendations may include but not be limited to the following:

2.2.2 Earthwork Improvement Recommendations

- Site clearing and soil subgrade preparation.

- Cut slope and fill slope geometries.
- Exclusion of over size fill soil materials.
- Aerial fill moisture conditioning and compaction requirements.
- Fill soil loose lift (layer) thickness requirements.
- Utility trench backfill material placement and compaction requirements.
- Surface water drainage.
- Expansive soil mitigation (not including lime, flyash or cement treatment details).
- Temporary construction de-watering methods.
- Subdrain systems (if necessary).

2.2.3 Structural Improvements

- Shallow foundation types, dimensions and embedment depths.
- Shallow foundation soil bearing capacity pressures.
- Foundation-soil sliding friction coefficients.
- Concrete slab-on-grade floors.
- Design criteria for roads and parking lot area asphalt concrete pavement.
- Seismic (earthquake shaking) design parameters.

2.3 Task 3 Report Preparation

H&K will prepare geotechnical engineering and geological hazard evaluation technical report that will present our findings. Our geological engineering report will meet the requirements of DSA, the 2010 CBC, and the accepted geological engineering principals and practices performed in northern California. The report will include descriptions of the site conditions, field investigation, laboratory testing, geologic hazard seismic response update, and geotechnical engineering design recommendations for the proposed earthwork and structural improvements. H&K will deliver seven bound copies of the final report to the address shown on page one of this proposal. The report will be signed and stamped a responsible California certified engineering geologist (CEG) and licensed geotechnical engineer (GE) for this project.

3.0 SCHEDULE

Our proposed work schedule is based on our present and expected workload. H&K is prepared to commence work on this project following receipt of a sign contract and notice to proceed. H&K will perform our field investigation during the Spring break between March 14 through March 18, 2011, following receipt of the authorization to proceed, weather and subcontractor availability permitting. H&K can provide verbal preliminary design recommendations immediately following the site investigation based on the field investigation data; however, the final recommendations will be developed from both the field and laboratory data.

Therefore, the final recommendations will govern the design. H&K estimates that the final report will be submitted within 4 weeks following our site investigation.

The time required to complete our geotechnical investigation field work may be increased as a result of encountering unforeseen subsurface conditions, adverse weather conditions, soil stability, property access problems, or scheduling of exploratory equipment.

4.0 COST ESTIMATE

H&K proposes to perform the geological and geotechnical investigations and prepare the reports on a fixed cost **lump sum basis of \$14,000.00**, in accordance with the attached 2011 fee schedule and contract agreement terms and conditions. This fee includes the cost of a drill rig and operator. Invoices will be generated on a monthly basis; terms of payment are net 30 days. Full payment is due upon completion of the work and issuance of the report. This cost associated with this scope of service is valid for a period of 60 days from the date of this proposal.

This cost estimate may require modification if unusual or unexpected site conditions are encountered which significantly change the work scope and increase the associated costs, if the client requests an expansion of the work scope, or if the City of Chico or Butte County requires the purchase of any additional permits. H&K will not perform additional work outside the scope of services presented above until a written authorization to proceed and an approved budget augmentation is received.

4.0 CLOSING

Please sign with blue ink the attached contract agreement form to indicate your acceptance of this proposed work scope, schedule, and fee estimate. Your signature indicates that you accept the terms and conditions of this contract agreement and is a written authorization for us to proceed with the work scope presented in this proposal. **Please mail or email the signed contract agreement forms to our office.** After receiving the signed agreement form, H&K will sign and issue the fully executed contract agreement.

Holdrege & Kull appreciates the opportunity to provide you with a proposal on this important project. If you should have questions or comments, please do not hesitate to contact the undersigned at (530) 894-2487.

Sincerely,

Holdrege & Kull



Shane D. Cummings, PG, CHG, CEG
Operations Manager/Engineering Geologist

Attachments:

- Attachment 1, Holdrege & Kull 2011 Fee Schedule
- Attachment 2, Terms & Conditions Contract Agreement Form



**Attachment 1
2011 Fee Schedule**

Personnel

Project Assistant	\$63.00/Hour
AutoCAD Operator.....	\$80.00/Hour
Technical Editor.....	\$83.00/Hour
Engineering Technician I.....	\$63.00/Hour
Engineering Technician II.....	\$68.00/Hour
Engineering Technician III.....	\$73.00/Hour
Supervisory Technician	\$85.00/Hour
Assistant Engineer/Geologist.....	\$95.00/Hour
Staff Engineer/Geologist.....	\$110.00/Hour
Project Engineer/Geologist.....	\$120.00/Hour
Senior Engineer/Geologist.....	\$130.00/Hour
Associate Engineer/Geologist.....	\$140.00/Hour
Principal.....	\$210.00/Hour
Expert Testimony and Deposition (four hour minimum)	\$300.00/Hour

Laboratory Services

CAL 216, California Impact Compaction Curve	\$190.00/Each
ASTM C39, Concrete Compressive Strength.....	\$25.00/Each
ASTM D422, Full Sieve Only	\$110.00/Each
ASTM D422, Long Hydrometer Only (Specific Gravity Not Included)	\$110.00/Each
ASTM D422, Full Sieve with Long Hydrometer (Specific Gravity Not Included).....	\$150.00/Each
ASTM D698 and D1557, Compaction Curves (4 Inch Mold).....	\$185.00/Each
ASTM D698 and D1557, Compaction Curves (6 Inch Mold).....	\$195.00/Each
ASTM D854, Specific Gravity	\$80.00/Each
ASTM D1140, No. 200 Mesh Sieve Wash.....	\$75.00/Each
ASTM D2166, Unconfined Compression Shear Strength.....	\$85.00/Each
ASTM D2216, Oven Moisture Content	\$22.00/Each
ASTM D2419, Sand Equivalent (CAL 217).....	\$95.00/Each
ASTM D2434, Constant Head Permeability	\$150.00/Each
ASTM D2435, One-Dimensional Consolidation.....	\$75.00/Point
ASTM D2844, Resistance Value (CAL 301).....	\$240.00/Each
ASTM D2850, Unconsolidated, Undrained, Triaxial Shear Strength (UU)	\$125.00/Point
ASTM D2937, Density-Moisture	\$27.00/Each
ASTM D3080, Direct Shear Strength (3 Points Minimum).....	\$270.00/Each
ASTM D4318, Atterberg Indices (Dry Method).....	\$130.00/Each
ASTM D4437, HDPE Peel and Shear (10 Points Per Set).....	\$70.00/Set
ASTM D4546, One-Dimensional Settlement or Swell	\$75.00/Point
ASTM D4767, Consolidated, Undrained, Triaxial Shear Strength (CU)	\$150.00/Point
ASTM D4829, Expansion Index (UBC Expansion Index)	\$130.00/Each
ASTM D5084, Falling Head Permeability	\$230.00/Each
Laboratory Shop Rate.....	\$70.00/Hour

This is a partial list of the most common laboratory tests. Additional laboratory testing to be quoted upon request.

Field Equipment

Photoionization Detector (PID).....	\$100.00/Day
4-inch Pump with Trailer.....	\$150.00/Day
Brass/Stainless Steel Sample Tube	\$5.00/Each
Disposable Bailer.....	\$15.00/Each
Well Sounder.....	\$20.00/Day
pH/Conductivity Meter	\$40.00/Day
ATV	\$35.00/Day

Notes

- Mileage and hourly rates will be charged portal to portal. Mileage will be billed at \$0.65 per mile.
- Outside services will be billed at our cost plus 20 percent.
- Overtime rates for Saturday, Sunday, or over 8 hours/day: hourly rate plus \$25.00/Hour.
- A minimum 2 hour fee will be charged for any site visit.
- Per Diem will be billed at cost unless other arrangements are made.
- Prevailing wage projects quoted on case-by-case basis.
- ASTM Standards are used as guidelines.



GENERAL CONDITIONS FOR GEOTECHNICAL ENGINEERING SERVICES

THIS AGREEMENT, effective as of this 4 day of March, 2010, is by and between Chico Unified School District ("Client") and Holdrege & Kull Consulting Engineers and Geologists ("Engineer").

THE PROJECT is generally described as: Pleasant Valley High School New Classroom Building and is located at Manzanita Avenue and Marigold Avenue, in Chico, California ("Project Site").

THE FEE to perform the proposed scope of services presented above on a lump sum basis is \$14,000.00.

THIS AGREEMENT consists of the following documents which are incorporated herein by reference:

- GENERAL CONDITIONS FOR GEOTECHNICAL ENGINEERING SERVICES; and
- Engineer's PROPOSAL PC11.006 dated March 4, 2011 and FEE SCHEDULE; and
- Any documents specifically listed below or incorporated by reference in the listed documents.

Engineer agrees to perform the Services set forth in this Agreement and in accordance with its terms, including all attachments incorporated herein by reference. This Agreement may not be modified or altered, except in writing as specifically described in this Agreement.

CLIENT: Chico Unified School District

ENGINEER: Holdrege & Kull

Signature: _____

Signature: _____

Print Name: Michael Weissenborn

Print Name: Shane D. Cummings

Title: Facilities Planning/Const. Manager

Title: Operations Manager

Street Address: 2455 Carmichael Drive

Street Address: 8 Seville Court, Suite 100

City, State, Zip Code: Chico, CA 95928

City, State, Zip Code: Chico, CA 95928

Phone: 530-891-3209

Phone: (530) 894-2487

Date: March 8, 2011

Date: _____



GENERAL CONDITIONS FOR GEOTECHNICAL ENGINEERING SERVICES

1. DEFINITIONS

1.1. Contract Documents. Plans, specifications, and agreements between Client and Contractors, including addenda, amendments, supplementary instructions, and change orders.

1.2. Contractor. The contractor or contractors, including its/their subcontractors of every tier, retained to construct the Project for which Engineer is providing Services under this Agreement.

1.3. Day(s). Calendar day(s) unless otherwise stated.

1.4. Hazardous Materials. The term Hazardous Materials means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

1.5. Services. The Services provided by Engineer as set forth in this Agreement, the PROPOSAL and any written amendment to this Agreement.

1.6. Work. The labor, materials, equipment and services required to complete the work described in the Contract Documents.

2. SCOPE OF SERVICES

Engineer will perform the Services described in the attached PROPOSAL.

2.1. Changes in Scope. If Engineer provides Client with a written confirmation of a change in the scope of services outlined in the PROPOSAL, it will become an amendment to this Agreement unless Client objects in writing within 5 business days after receipt. All Services performed by Engineer on the Project are subject to the terms and limitations of this Agreement. If Services are performed, but the parties do not reach agreement concerning modifications to the scope of services outlined in the PROPOSAL or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Section 19, "Disputes."

2.2. Licenses. Engineer will procure and maintain business and professional licenses and registrations necessary to provide its Services.

2.3. Excluded Services. Engineer's Services under this Agreement include only those Services specified in the PROPOSAL.

2.3.1. General. Client expressly waives any claim against Engineer resulting from its failure to perform recommended additional Services that Client has not authorized Engineer to perform, and any claim that Engineer failed to perform services that Client instructs Engineer not to perform.

2.3.2. Biological Pollutants. Engineer's scope of services outlined in the PROPOSAL specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and/or any of their byproducts. Engineer's scope of services outlined in the PROPOSAL will not include any interpretations, recommendations or findings pertaining to Biological Pollutants. Client agrees that Engineer has no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless Engineer from all claims by any third party concerning Biological Pollutants, except for damages caused by Engineer's sole negligence.

3. PAYMENTS TO ENGINEER

3.1. Basic Services. Engineer will perform Services set forth in the attached PROPOSAL and FEE SCHEDULE (if applicable) for the amount(s) set forth therein.

3.2. Additional Services. Any Services performed under this Agreement, except those Services expressly identified in the attached PROPOSAL, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.

3.3. Estimate of Fees. Engineer will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by Engineer. Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to exceed" limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates that Engineer shall not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so.

3.4. Rates. Client will pay Engineer at the rates set forth in the PROPOSAL and FEE SCHEDULE, as applicable.

3.4.1. Changes to Rates. Client and Engineer agree that the FEE SCHEDULE is subject to periodic review and amendment, as appropriate to reflect Engineer's then-current fee structure. Engineer will give Client at least 30 days advance notice of any



changes. Unless Client objects in writing to the proposed amended fee structure within 30 days of notification, the amended fee structure will be incorporated into this Agreement and will then supersede any prior fee structure. If Client timely objects to the amended fee structure, and Engineer and Client cannot agree upon a new fee structure within 30 days after notice, Engineer may terminate this Agreement and be compensated as set forth under Section 18, "Termination."

3.4.2. Prevailing Wages. Unless Client specifically informs Engineer in writing that prevailing wage regulations cover the Project and the PROPOSAL identifies it as covered by such regulations, Client will reimburse, defend, indemnify and hold harmless Engineer from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorneys' fees.

3.5. Payment Timing; Late Charge. All invoices are due upon receipt. All amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at the rate of 1-1/2% per month or the highest rate permitted by law. Client will reimburse Engineer for any costs, including legal fees, associated with the collection of unpaid amounts.

4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

4.1. Level of Service. Engineer offers different levels of geotechnical engineering Services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased cost. Client must determine the level of Services adequate for its purposes. Client has reviewed the PROPOSAL and has determined that it does not need or want a greater level of Services than that being provided.

4.2. Standard of Care. Subject to the limitations inherent in the agreed scope of services outlined in the PROPOSAL as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Engineer may perform its Services consistent with that level of care and skill ordinarily exercised by other professional engineers practicing in the same locale and under similar circumstances at the time the Services are performed.

4.3. No Warranty. No warranty, express or implied, is included or intended by this Agreement.

5. ESTIMATE OF CONSTRUCTION COSTS

Client acknowledges that construction and Project development are subject to many influences that are not subject to precise forecasting and are outside of Engineer's control. Client further acknowledges that actual costs incurred may vary substantially from the

estimates prepared by Engineer and that Engineer does not warrant or guaranty the accuracy of construction or development cost estimates.

6. CONSTRUCTION PHASE SERVICES

If Engineer's scope of services outlined in the PROPOSAL includes observation and/or testing during the course of construction, Engineer may:

6.1. Construction Observation.

6.1.1. Site Meetings & Visits. Engineer will participate in job site meetings as requested by Client, and, unless otherwise requested by Client, visit the site at times specified in the PROPOSAL or, if not specified in the PROPOSAL, at intervals as Engineer deems appropriate to the various stages of construction to observe the geotechnical conditions encountered by Contractor and the progress and quality of the geotechnical aspects of the Work. Engineer will rely on Client or Client's representative for timely notification of changes to the construction schedule, so that Engineer can schedule site visits for testing and observation accordingly. Based on information obtained during such visits and on such observations, Engineer may inform Client of the progress of the geotechnical aspects of the Work. Client understands that Engineer may not be on site continuously; and, unless expressly agreed otherwise, Engineer will not observe all of the Work.

6.1.2. Contractor's Performance. Engineer does not, and cannot, warrant or guarantee that all of the geotechnical Work performed by Contractor meets the requirements of Engineer's geotechnical recommendations or the plans and specifications for such geotechnical Work; nor can Engineer be responsible for Contractor's failure to perform the Work in accordance with the plans, specifications or the recommendations of Engineer.

6.1.3. Contractor's Responsibilities. Engineer will not supervise, direct or have control over the Work nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor for the geotechnical aspects of the Project; for safety precautions and programs incident to the Work; nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor furnishing and performing its Work.

6.1.4. Final Report. At the conclusion of Construction Phase Services, Engineer will provide Client with a written report summarizing the tests and observations, if any, made by Engineer.

6.2. Review of Contractor's Submittals. If included in the scope of services outlined in the PROPOSAL, Engineer will review and take appropriate action on the Contractor's submittals, such as shop drawings, product data, samples, and other required submittals. Engineer will review such submittals solely for general conformance with Engineer's design, and will not



include review for the following, all of which will remain the responsibility of the Contractor: accuracy or completeness of details, quantities or dimensions; construction means, methods, sequences or procedures; coordination among trades; or construction safety.

6.3. Tests. Tests performed by Engineer on finished Work or Work in progress are taken intermittently and indicate the general acceptability of the Work on a statistical basis. Engineer's tests and observations of the Work are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications and requirements.

7. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

7.1. Cooperation. Assist and cooperate with Engineer in any manner necessary and within its ability to facilitate Engineer's performance under this Agreement.

7.2. Representative. Designate a representative with authority to receive all notices and information pertaining to this Agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.

7.3. Rights of Entry. Provide access to and/or obtain permission for Engineer to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. Engineer will operate with reasonable care to reduce damage to the Project Site(s). However, Client recognizes that Engineer's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated.

7.4. Relevant Information. Supply Engineer with all information and documents in Client's possession or knowledge which are relevant to Engineer's Services. Client warrants the accuracy of any information supplied by it to Engineer, and acknowledges that Engineer is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify Engineer of any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

7.5. Subsurface Structures. Correctly designate on plans to be furnished to Engineer, the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site(s), and be responsible for any damage inadvertently caused by Engineer to any such structure

or utility not so designated. Engineer is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities that were not correctly shown on plans furnished by Client to Engineer.

8. CHANGED CONDITIONS

If Engineer discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), Engineer will notify Client of the Changed Conditions. Client and Engineer agree to that they will then renegotiate in good faith the terms and conditions of this Agreement. If Engineer and Client cannot agree upon amended terms and conditions within 30 days after notice, Engineer may terminate this Agreement and be compensated as set forth in Section 18, "Termination."

9. HAZARDOUS MATERIALS

Client understands that Engineer's Services under this Agreement are limited to geotechnical engineering and that Engineer has no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with Hazardous Materials. Client is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, including the potentially affected public, of the existence of any Hazardous Materials located on or in the Project site, or located during the performance of this Agreement. The existence or discovery of Hazardous Materials constitutes a Changed Condition under this Agreement.

10. CERTIFICATIONS

Client agrees not to require that Engineer execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) Engineer believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) Engineer believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) Engineer has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Engineer is limited to an expression of professional opinion based upon the Services performed by Engineer, and does not constitute a warranty or guaranty, either expressed or implied.

11. ALLOCATION OF RISK

11.1. Limitation of Remedies. The total cumulative liability of Engineer, its subEngineers and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Engineer Entities"), to Client arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by Engineer under this Agreement or \$50,000, whichever is



greater; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in Engineer's Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, Engineer and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in Engineer's fee, provided that they amend this Agreement in writing as provided in Section 20.

11.2. Indemnification.

11.2.1. Indemnification of Client. Subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors and employees from and against claims, suits, liabilities, damages, expenses (including reimbursement of reasonable attorney's fees and costs of defense), or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement. Consultant's defense obligation under this indemnity paragraph includes only the reimbursement of reasonable defense costs to the extent of Consultant's actual indemnity obligation hereunder.

11.2.2. Indemnification of Engineer. Client will indemnify and hold harmless Engineer Entities from and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

11.3. Consequential Damages. Neither Client nor Engineer will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

11.4. No Personal Liability. Client expressly waives that right to sue or otherwise make any claim against any of the Engineer's officers or employees, past or present, as individuals, for any cause.

11.5. Continuing Agreement. The indemnity obligations and the limitations of liability established under this Agreement will survive the expiration or termination of this Agreement. If Engineer provides Services to Client that the parties do not confirm through execution of an amendment to this

Agreement, the obligations of the parties to indemnify each other and the limitations on liability established under this Agreement apply to such Services as if the parties had executed an amendment.

12. INSURANCE

12.1. Engineer's Insurance. Engineer will obtain, if reasonably available, the following coverage:

12.1.1. Statutory Workers' Compensation/Employer's Liability Insurance;

12.1.2. Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate limit;

12.1.3. Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with a combined single limit per occurrence of \$1,000,000; and

12.1.4. Professional Liability Insurance in amounts of \$1,000,000 per claim and annual aggregate.

12.2. Contractor's Insurance. Client shall require that all Contractors and subcontractors for the Project name Engineer as an additional insured under their General Liability and Automobile Liability insurance policies. If Client is not the Project owner, Client will require the Project owner to require the owner's Contractor to purchase and maintain General Liability, Builder's Risk, Automobile Liability, Workers' Compensation, and Employer's Liability insurance with limits no less than as set forth above, and to name Engineer and its subcontractors and subconsultants as additional insureds on the owners' General Liability insurance.

12.3. Certificates of Insurance. Upon request, Engineer and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein. Except for Professional Liability and Workers' Compensation Insurance, all policies required herein shall contain a waiver of subrogation.

13. OWNERSHIP AND USE OF DOCUMENTS

13.1. Client Documents. All documents provided by Client will remain the property of Client. Engineer will return all such documents to Client upon request, but may retain file copies of such documents.

13.2. Engineer's Documents. Unless otherwise agreed in writing, all documents and information prepared by Engineer or obtained by Engineer from any third party in connection with the performance of Services, including, but not limited to, Engineer's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively "Documents") are the property of Engineer. Engineer has the right, in its sole discretion, to dispose of or retain the Documents.



13.3. Use of Documents. All Documents prepared by Engineer are solely for use by Client.

13.3.1. Use by Client. Client has the right to reuse the Documents for purposes reasonably connected with the Project for which the Services are provided, including without limitation design and licensing requirements of the Project.

13.3.2. Use by Engineer. Engineer retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services and the right to use the Documents for any purpose.

13.4. Electronic Media. Engineer may agree at Client's request to provide Documents and information in an electronic format. Client recognizes that Documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly, all Documents and information provided by Engineer in electronic media are for informational purposes only and not as final documentation. Unless otherwise defined in the PROPOSAL, Engineer's electronic Documents and media will conform to Engineer's standards. Engineer will provide any requested electronic Documents for a 30-day acceptance period, and Engineer will correct any defects reported by Client to Engineer during this period. Engineer makes no warranties, either express or implied, regarding the fitness or suitability of any electronic Documents or media.

13.5. Unauthorized Reuse. No party other than Client may rely, and Client will not represent to any other party that it may rely on Documents without Engineer's express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without Engineer's express prior written consent. Client waives any and all claims against Engineer resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through Client. Client will defend, indemnify and hold harmless Engineer from and against any claim, action or proceeding brought by any party (including reasonable attorneys fees, expert fees and other costs of defense) arising out of the reuse, alteration, or reliance on the Documents or information or opinions contained in Documents without having obtained Engineer's prior written consent.

14. SAMPLES AND CUTTINGS

14.1. Sample Retention. If Engineer provides laboratory testing or analytic Services, Engineer will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 45 days after issuance of any Documents that include the data obtained from these samples. Client will promptly

pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances.

14.2. Monitoring Wells. Client will take custody of all monitoring wells and probes installed during any investigation by Engineer, and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.

15. RELATIONSHIP OF THE PARTIES

Engineer will perform Services under this Agreement as an independent contractor.

16. CONSENT TO ASSIGNMENT

Client and Engineer, respectively, each binds itself and its successors and assigns to the other and its successors and assigns with respect to all covenants of this Agreement. Neither Client nor Engineer shall assign, sublet or transfer any rights under or interest in this Agreement without the prior written consent of the other party, including but not limited to: (a) any interest in the proceeds of this Agreement, or any proceeds of claims arising from or under this Agreement; (b) any claims, causes of action or rights against the other party arising from or under this Agreement; (c) the control of claims or causes of action against the other party arising from or under this Agreement; and (d) any proceeds from claims or causes of action as security, collateral or the source of payment for any notes or liabilities to any third party. This section shall not, however, apply to any subrogation rights (if any) of any insurer of either party. This section shall survive the completion or termination of this Agreement for any reason and shall remain enforceable between parties.

Engineer may subcontract for the services of others without obtaining Client's consent if Engineer deems it necessary or desirable for others to perform certain Services.

17. SUSPENSION AND DELAYS

17.1. Procedures. Client may, at any time by 10 days written notice suspend performance of all or any part of the Services by Engineer. Engineer may terminate this Agreement if Client suspends Engineer's Services for more than 60 days and Client will pay Engineer as set forth under Section 18, "Termination." If Client suspends Engineer's Services, or if Client or others delay Engineer's Services, Client and Engineer agree to equitably adjust: (1) the time for completion of the Services; and (2) Engineer's compensation in accordance with Engineer's then current Fee Schedule for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by Engineer for demobilization and subsequent remobilization.

17.2. Liability. Engineer is not liable to Client for any failure to perform or delay in performance due to



circumstances beyond Engineer's control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, "acts of God," adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

18. TERMINATION

18.1. Termination for Convenience. Engineer and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other party.

18.2. Termination for Cause. In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party. The termination notice shall state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 10-day period.

18.3. Payment on Termination. Following termination other than for Engineer's material breach of this Agreement, Client will pay Engineer for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with Engineer's then current Fee Schedule.

19. DISPUTES

19.1. Mediation. All disputes between Engineer and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice.

19.2. Precondition to Other Action. No action or suit may be commenced unless the mediation did not occur within 45 days after service of notice; or the mediation occurred but did not resolve the dispute; or

a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

19.3. Choice of Law; Venue. This Agreement will be construed in accordance with and governed by the laws of the state in which the Project is located. Unless the parties agree otherwise, any mediation or other legal proceeding will occur in the state in which the Project is located.

19.4. Statutes of Limitations. Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of Engineer's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

20. MISCELLANEOUS

20.1. Integration and Severability. This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

20.2. Modification of this Agreement. This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

20.3. Notices. Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient, or delivered by first-class mail (postage prepaid), or express mail (billed to sender), by fax, or by email, at the addresses given in this Agreement.

20.4. Headings. The headings used in this Agreement are for convenience only and are not a part of this Agreement.

20.5. Waiver. The waiver of any term, conditions or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach.

End of General Conditions

March 23, 2011

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

Name/Employee #	Assignment	Effective	Comment
<u>2010/11 Temporary Appointment(s) According to Board Policy</u>			
Aguilar, Juan	Elementary	2/23/11-5/26/11	0.6 FTE Temporary Appointment (in addition to current 0.2 FTE assignment)
Brown, Carrie	Elementary Counselor	2/22/11-5/26/11	0.2 FTE Temporary Appointment (in addition to current 0.8 FTE assignment)
Campos, Deborah	School Nurse	3/7/11-5/26/11	0.6 FTE Temporary Appointment
Cano, Leopoldo	Elementary Counselor	2/22/11-5/26/11	0.2 FTE Temporary Appointment (in addition to current 0.6 FTE assignment)
<u>2011/12 Leave Requests</u>			
Girt, Kerrie	Secondary	2011/12	0.2 FTE Child Care Leave
<u>Rescission of 2011/12 Leave Request</u>			
Johnson, Elizabeth	Secondary	2011/12	Rescind 1.0 FTE Personal Leave Request (Approved February 2, 2011)
<u>Spring Coaching Appointments</u>			
Borg, Mike	CHS Track-Jr Varsity Assist Girls	Kemp, Rich	CHS Track-Varsity Boys
Bruchler, Kirk	CHS Baseball-Jr Varsity	Longueira, Tony	CHS Soccer-Varsity Girls
Carton, Robert	CHS Baseball-Varsity	Mitchell, John	PVHS Volleyball-Varsity Boys
Catalano, Linda	CHS Track-Jr Varsity Girls	Mosier, David	PVHS Track-Varsity Assist Girls
Crawford, David	PVHS Golf-Varsity Boys	Najero, Merced	PVHS Soccer-Jr Varsity Girls
Deluna, Amy	PVHS Track-Jr Varsity Boys	Oberlander, Steve	CHS Track-Jr Varsity Assist Boys
Domek, Patrick	PVHS Track-Varsity Assist Boys	Peters, Michael	PVHS Softball-Jr Varsity
Edson, Dale	CHS Track-Varsity Girls	Quist, Robert	CHS Track-Varsity Assist Boys
Flory, Bill	PVHS Track-Varsity Girls	Salado, Randi	CHS Softball-Varsity
Ford, Greg	PVHS Tennis-Varsity Boys	Sheley, Chuck	CHS Track-Varsity Assist Girls
Girt, Kevin	CHS Track-Jr Varsity Boys	Silva, Brett	PVHS Soccer-Varsity Girls
Godinez, Mary Carmen	CHS Volleyball-Varsity Boys	Simon, Russell	PVHS Track-Jr Varsity Assist Girls
Haley, Bill	PVHS Baseball-Jr Varsity	Souza, Ron	PVHS Baseball-Varsity
Jackson, Pam	PVHS Track-Jr Varsity Girls	Tallerico, Tony	PVHS Softball-Varsity
Jackson, Sterling	PVHS Track-Varsity Boys	Wilson, Eldon	CHS Tennis-Varsity Boys
Johnson, Christine	CHS Softball-Jr Varsity	Wisdom, Kevin	CHS Golf-Varsity Boys

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

DATE: March 23, 2011
 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
APPOINTMENT			
ANDERSON, BETTY	LT CAFETERIA ASSISTANT/EMMA WILSON/2.3	3/9/2011-5/26/2011	NEW LIMITED TERM POSITION/195/ NUTRITION/0000
BOYD, DONNA	CAFETERIA ASSISTANT/CJHS/1.5	3/21/2011	VACATED POSITION/121/ NUTRITION/0000
BRACEWELL, JACK	CAFETERIA ASSISTANT/BJHS/2.0	3/21/2011	VACATED POSITION/194/ NUTRITION/0000
CLARK, CORRENA	IA-SPECIAL EDUCATION/CHAPMAN/3.0	2/24/2011	VACATED POSITION/66/ SPECIAL ED/6500
DIXON, CONSTANCE	IA-SPECIAL EDUCATION/CHS/4.0	3/21/2011	VACATED POSITION/151/ SPECIAL ED/6500
DUTRA, DEBORAH	LT IA-SPECIAL EDUCATION/CJHS/1.0	2/16/2011-5/26/2011	NEW LIMITED TERM POSITION/187/ ARRA SPECIAL ED/3313
FLOYD, HEATHER	LT IA-SPECIAL EDUCATION/HOOKER OAK/2.0	2/23/2011-5/26/2011	NEW LIMITED TERM POSITION/178/SPECIAL ED/6501
GEDNEY, FRANCES	CAFETERIA ASSISTANT/CHS/2.0	2/14/2011	VACATED POSITION/179/ NUTRITION/0000
HAYES, ANN	LT IA-SPECIAL EDUCATION/BJHS/1.0	1/3/2011-5/26/2011	EXISTING POSITION/168/ ARRA SPECIAL ED/3313
LANG, DANIELLE	INSTRUCTIONAL ASSISTANT/NEAL DOW/4.0	2/15/2011	NEW POSITION/159/ CATEGORICAL/3010
LEDESMA, MARISOL	LT IA-SPECIAL EDUCATION/CJHS/1.0	2/16/2011-5/26/2011	NEW LIMITED TERM POSITION/187/ ARRA SPECIAL ED/3313
MARSHBURN, TAMI	LT INSTRUCTIONAL ASSISTANT/MCMANUS/4.0	2/28/2011-5/26/2011	DURING ABSENCE OF INCUMBENT/166/ CATEGORICAL/3010
MARTIN, THERESA	CAFETERIA ASSISTANT/BJHS/3.0	3/11/2011	VACATED POSITION/200/ NUTRITION/0000
MICHAELS, JOHN	SR GROUNDS WORKER/M & O/8.0	3/14/2011	VACATED POSITION/163/ GENERAL/0000
RAVETZ, ANGELA	IA-SPECIAL EDUCATION/BJHS/7.1	3/9/2011	EXISTING POSITION/209/ CATEGORICAL/3010
RAVETZ, ANGELA	IA-SPECIAL EDUCATION/BJHS/5	3/9/2011	EXISTING POSITION/210/ CATEGORICAL/3010
RODRIGUEZ, DEBORAH	LT IPS-HEALTHCARE/LOMA VISTA/3.0	2/12/2011-5/26/2011	DURING ABSENCE OF INCUMBENT/202/ SPECIAL ED/6501
SATTAH, LINA	LT CAFETERIA ASSISTANT/CHS/1.2	3/21/2011-5/26/2011	DURING ABSENCE OF INCUMBENT/164/ NUTRITION/0000

SMYTH, M. LYNN	IA-SR ELEMENTARY GUIDANCE/CITRUS/1.6	3/21/2011	VACATED POSITION/198/ GRANT/7829
SMYTH, M. LYNN	IA-SR ELEMENTARY GUIDANCE/CITRUS/1.0	3/21/2011	VACATED POSITION/199/ GRANT/7829
XIONG, MAI	TARGETED CASE MANAGER-BIL/MCMANUS/4.0	2/24/2011	NEW POSITION/154/ CATEGORICAL/6240

RE-EMPLOYMENT

BELCHER, BRENDA	SR CUSTODIAN/CHS/8.0	2/14/2011	VACATED POSITION/173/ GENERAL/0000
-----------------	----------------------	-----------	---------------------------------------

REINSTATEMENT

ROSALES, LIDIA	SCHOOL BUS DRIVER-TYPE 1/TRANSPORTATION/5.4	2/22/2011	VACATED POSITION/ TRANSPORTATION/7230
----------------	---	-----------	--

VOLUNTARY REDUCTION IN HOURS

CORCORAN, KATHLEEN	IA-SR ELEMENTARY GUIDANCE/CITRUS/1.4	2/28/2011	EXISTING POSITION
--------------------	--------------------------------------	-----------	-------------------

LEAVE OF ABSENCE

BERNEDO, ANNA	IPS-CLASSROOM/ROSEDALE/3.5	2/12/2011-6/3/2011	PART-TIME PER CBA 5.12
BOELEN, NICHOLAS	IPS-CLASSROOM/LOMA VISTA/3.0 & 3.0	4/5/2011-5/26/2011	PER CBA 5.3.3
BOWMAN, R. PATRICIA	IA-BILINGUAL/PARKVIEW/3.0 & 1.5	3/21/2011-4/12/2011	PER CBA 5.12
BOWMAN, R. PATRICIA	IA-BILINGUAL/SIERRA VIEW/1.0	3/21/2011-4/12/2011	PER CBA 5.12
BOWMAN, R. PATRICIA	IA-BILINGUAL/MCMANUS/1.0	3/21/2011-4/12/2011	PER CBA 5.12
CLINTON, MELISA	CAFETERIA ASSISTANT/CHS/2.0	3/8/2011-5/26/2011	PER CBA 5.12, AMEND TO PART-TIME LOA
KENNEDY, SHERYL	IPS-CLASSROOM/EMMA WILSON/6.0	2/24/2011-3/22/2011	PER CBA 5.12
PAHLKA, CARMEN	IPS-HEALTHCARE/ROSEDALE/3.0	2/12/2011-5/26/2011	PER CBA 5.12
PARSONS, DIANA	INSTRUCTIONAL ASSISTANT/NEAL DOW/4.0	2/14/2011-3/31/2011	PER CBA 5.3.3
SULLIVAN, SEAN	SCHOOL BUS DRIVER-TYPE 2/TRANSPORTATION/8.0	3/2/2011-6/7/2011	PER CBA 5.3.3

RESIGNED THIS POSITION ONLY

BELCHER, BRENDA	CUSTODIAN/CJHS/8.0	2/13/2011	RE-EMPLOYMENT
BRACEWELL, JACK	CAFETERIA ASSISTANT/CCDS/1.6	3/20/2011	INCREASE IN HOURS
CORCORAN, KATHLEEN	IA-SR ELEMENTARY GUIDANCE/CITRUS/1.0	2/25/2011	VOLUNTARY RESIGNATION
GEDNEY, FRANCES	CAFETERIA ASSISTANT/CHS/4.0	2/13/2011	VOLUNTARY REDUCTION IN HOURS
MARTIN, THERESA	CAFETERIA ASSISTANT/BJHS/2.5	3/10/2011	INCREASE IN HOURS
RAVETZ, ANGELA	IA-SPECIAL EDUCATION/BJHS/6.8	3/8/2011	INCREASE IN HOURS
RAVETZ, ANGELA	IA-SPECIAL EDUCATION/BJHS/.2	3/8/2011	INCREASE IN HOURS

RESIGNATION/TERMINATION

MARSHBURN, TAMI	PARENT CLASSROOM AIDE-RESTR/MCMANUS/4.2	2/27/2011	VOLUNTARY RESIGNATION
MOSHER, ABRAHAM	IPS-HEALTHCARE/BJHS/7.0	2/14/2011	AUTO RESIGNATION
ROSALES, LIDIA	SCHOOL BUS DRIVER-TYPE 1/TRANSPORTATION/5.4	2/7/2011	RELEASED
SCHMIDT, LISA	CAFETERIA ASSISTANT/BJHS/3.0	2/28/2011	VOLUNTARY RESIGNATION
WHITE, SHANNON	IPS-HEALTHCARE/LOMA VISTA/6.0	2/24/2011	AUTO RESIGNATION

PROPOSED AGENDA ITEM: **Consultant Agreement: Suzanne Michelony**

Prepared by: Bob Feaster, Assistant Superintendent, Human Resources

X Consent
Information Only
Discussion/Action

Board Date: March 23, 2011

Background Information:

Suzanne Michelony has been serving as the interim principal of Citrus School since the previous principal left in late January. In February we came forward with a consultant agreement to allow Ms. Michelony to work in this capacity until late March. We had anticipated that the newly hired principal would be able to start at about that time. We recently learned that the new principal will not be able to start at Citrus School until April 18. This consultant agreement allows Ms. Michelony to work at Citrus School until that time.

Educational Implications:

It is critical for the school to have a highly qualified principal while we complete the recruitment, selection and hiring process for the next principal at Citrus School.

Fiscal Implications:

This should be very close to cost neutral for the District given differences in daily rates and employer costs.

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# <u>1011-036</u> CONTACT EMPLOYEE
--

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: Suzanne Michelony
 Street Address/POB: 21 Pheasant Run Court
 City, State, Zip Code: Chico, CA 95973
 Phone: 342-7454

Taxpayer ID/SSN: _____
 This agreement will be in effect from: 03/11/11 to 04/15/11

Location(s) of Services: (site) Citrus Elementary

- Scope of Work to be performed: (attach separate sheet if necessary)
 Provide administrative services at Citrus until newly hired principal starts on 4/18/11.

- Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant services:
 To maintain administrative support services at the school.

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

- General Fund
-
-

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	0000	0	0000	2711	5800	14	510
2)							5800	14	
3)							5800	14	

- 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)

\$ 489.24 Per Unit, times 14.00 # Units = \$ 6,849.36 Total for Services

(Unit: Per Hour Per Day Per Activity)

9. Additional Expenses:

\$
\$
\$

Total for
0.00 Addit'l Expenses

\$ 6,849.36 **Grand Total**

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

03/23/2011
(to be completed by Business Services)

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

Business Services Use Only
CA# 1011-030
vii **CONTRACT EMPLOYEE**

Consultant Name: **Suzanne Michelony**

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.chiconsd.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.)

Suzanne Michelony (Signature of Consultant) Suzanne Michelony (Print Name) March 9, 2011 (Date)

12. RECOMMENDED:

Robert Feaster (Signature of Originating Administrator) Robert Feaster (Print Name) (Date)

13. APPROVED:

(Signature of District Administrator, or Director of Categorical Programs) (Print Name) (Date)

APPROVED:

Scott Jones (Signature of District Admin - Business Services) Consultant Contract Employee Scott Jones Director, Fiscal Services (Print Name) 3/10/11 (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: Advanced Placement World History

Prepared by: Charles Copeland, instructor, Pleasant Valley High School

Consent

Board Date March 23, 2011

Information Only

Discussion/Action

Background Information

Addition of honors component to 10th grade World History at Pleasant Valley High School. Course creates the foundation for the International Baccalaureate history sequence.

AP World History contains the core State Standards for 10th grade World History in the modern era. The course also lays a firm foundation in ancient, medieval, and early modern history. In addition, the course presents a more global perspective than the ordinary State Standards course.

Educational Implications

Course is designed to provide reading and writing skills development at the honors level, using an entry-level college textbook and introducing students to the essay writing requirements of the College Board advanced placement program.

Course also designed to address academic needs of all 10th grade students. Academically advanced students will study an accelerated program, while other sections of 10th grade World History will target basic and proficient academic skills and knowledge.

Fiscal Implications

#1. Purchase of textbook appropriate to the course.

#2. Summer training for two instructors at College Board Advanced Placement institutes.



NEW COURSE PROPOSAL OUTLINE

Course Title:	<u>Advanced Placement World History</u>
Grade Level:	<u>10 (11 – 12)</u>
Required/Elective:	<u>Required (as honors alternative to 10th grade World History)</u>
Length/Credits:	<u>One year, two semesters, 5 units each semester</u>
Prerequisites:	<u>None – Counselor guidance</u>
Course Number:	<u>(To be completed by District)</u>

I. Course Rationale and Description:

Course designed to complete the College Board's AP World History curriculum, in preparation for College Board test given the first Thursday of May each year. Course is becoming the national norm for College Board sophomore history – at present approximately 200,000 sophomores test in AP World History each spring; national testing population continues to expand.

At Pleasant Valley High, AP World History will also be the foundation course for the International Baccalaureate history sequence.

Course Learning Targets and Common Assessments will align with all State Standards in World History, in order to complete preparation for the California Standards Test (CST – STAR testing).

Course designed to create foundation of analytical history skills, master the content of AP World History and the California Framework, and develop historical essay writing skills. Course designed to challenge students entering the honors program at the comprehensive high schools.

II. Instructional and Supplemental Materials:

Approved Core Instructional Materials:

Textbook to be selected from national publisher, designed to follow the College Board syllabus. Approximately seven major publishers offer textbooks. Selected text to be presented to Board of Trustees at its May 2011 meeting.

Supplemental Materials:

- a) Support materials for selected textbook.
- b) College Board resources
- c) Test preparation materials published to support the AP World course.

III. Course Outline/Standards/ Instructional Methods/Assessments:

Unit Name	Standards Addressed	Time	Instructional Strategies	Assessments
Organization of Human Societies: 600 BCE to 600 CE	World Religions Greco-Roman foundations Judeo-Christian foundations Development of States and Empires Development of trade	5 weeks	1. Content 2. Document Based Essay 3. Continuity and Change Over Time Essay 4. Comparison and Contrast Essay	1. Text reading quizzes 2. Essay writing formative assessments 3. Test preparation 4. Unit Examination
Regional and Transregional Interactions: 600 - 1450	Global geography Exchange Networks State Formation Economic Production	5 weeks	See above	See above
Global Interactions: 1450 – 1750	1. Global circulation of goods 2. Columbian exchange 3. Social organization 4. State consolidation 5. Imperial expansion	5 weeks	See above	See above
Industrialization and Global Integration: 1750 to 1900	1. Industrialization 2. Financial institutions 3. Global capitalism 4. Enlightenment ideals 5. Nation-state formation 6. Nationalism 7. Democratic revolution 8. Global migrations	5 weeks	See Above	See above
Accelerating Global Change and Realignment: 1900 to present	1. Science and technology 2. De-colonization 3. Global conflicts 4. Development of the Global economy 5. Global institutions	5 weeks	See above	See above
<u>Review</u> STAR test preparation AP test preparation	A. Review and prepare for STAR test B. Review and prepare for College Board AP World test	5 weeks	1. Review content 2. Practice objective tests 3. Practice essays	Mirror assessments for CST-STAR tests Mirror assessments for essays writing Mirror assessments for College Board AP test
Current events	Application of World History to global interactions today	3 weeks	Preparation of "Global Hot Spots" Current Events Fair Presentation	Response to Current Events Fair

As per College Board syllabus for AP World History, the course develops five themes: (1) Interaction between humans and the environment; (2) Development and interaction of cultures; (3) State-building, expansion, and conflict, (4) Creation, expansion and interaction of economic systems; and (5) development and transformation of social structures.

AP World History develops four historical thinking skills: (1) Crafting historical arguments from historical evidence; (2) Chronological reasoning; (3) Comparison (and contrast) and contextualization; and (4) Historical interpretation and synthesis.

IV. Instructional Methods: Please indicate instructional methods to be used for special needs students, including Special Education, English Language Learners, and Honors.

- Published pacing guide
- Published learning targets for each unit of study
- Web-site designed to be student and parent friendly
-
- Textbook assignments, with formative reading quizzes
- Lectures
- Formative lesson quizzes
- Collaborative group work
- Classroom conversation and collaboration: Philosophical chairs, 20-question review, et cetera
- Document interpretation and analysis
- Maps, images, and other graphics for visualization of course content
- Essay preparation and essay writing practice
- Classroom review
- Formative and summative testing of objective content
-
- Course will have no formal academic pre-requisites; students encouraged to challenge themselves in an introductory academic honors program
- Transitional EL students supported through vocabulary review, concept organizers, other EL strategies

V. Grading Policy:

40% - Historical Content, using College Board style multiple-choice questions

40% - Essay writing, using College Board style questions and evaluation

- Essay #1 – Document Based Question
- Essay #2 – Continuity and Change Over Time
- Essay #3 – Comparison (and Contrast)

20% - other College Readiness skills

- Textbook reading and note taking
- Lecture note taking
- Speaking, collaboration, and class participation skills
- Test preparation and test taking skills

Aligned with State Frameworks: (✓) Yes () No

CSU/UC Requirement: (✓) Yes () No

Sites offered: Pleasant Valley High in 2011-12, possibly Chico High in the future

Curriculum Council Approval Date:

Board Approval Date:

New Course Proposal Signature Page

Course Title: AP World History – course designed by the College Board
Submitted by: Charles Copeland, teacher Pleasant Valley High School
Department: Social Science/History **Campus:** Pleasant Valley High

STEP 1 - Same Grade Level Department Chairperson Approval

Chico High School Mike Christopher Date 2/17/11
Charles Copeland
Pleasant Valley High School Machell Tucker Date _____
Machell Tucker
Fair View High School Sherri Boone Date 3/8/11
Sherri Boone

STEP 2 – Same Grade Level Campus Principal Approval

Chico High School Jim Hanlon Date 2/25/11
Jim Hanlon
Pleasant Valley High School John Shepherd Date 2/16/11
John Shepherd
Fair View High School Bernard Vigallon Date 3/8/11
Bernard Vigallon

STEP 1 and 2 above. Appropriate consideration in the above steps must be made within 10 days of receipt. Consideration may be: approval or rejection. If rejected, it must be returned to originator with rationale.

Content Area Task Force Approval (if appropriate):

n/a Date _____

CUSD Educational Services Approval:

Approved Date 3/8/11

PROPOSED AGENDA ITEM: School Business Systems Recommendation

Prepared by: Maureen Fitzgerald, Assistant Superintendent, Business Services

Consent

Board Date March 23, 2011

Information/Discussion

Discussion/Action

Background Information:

On February 20, 2008, the Board received the Fiscal Recovery Plan as prepared by Sheila Vickers, fiscal advisor to the district. Among several recommendations was the integration of position control with payroll and budget development. The plan also recommended the encumbering of payroll salaries and benefits to better monitor financial obligations and available balances throughout the year. The current financial system does not accommodate these things and uses technology no longer supported. After discussion with Butte County Office of Education, they too may be moving to a new business system. A software demonstration was given to all business and human resources staff for review and evaluation. Escape Technologies software modules perform administrative functions in the areas of Finance, Human Resources, including Credentialing, Payroll, Budget Development, and is fully integrated. It also encumbers salaries and benefits using Position Control and Payroll.

After discussion and staff review and input, it is my recommendation to approve the License contract for Escape Technologies.

The anticipated conversion date for all functions is January 2012.

Financial Implications

Escape Technologies:

2010-11 partial year License costs = \$50,000. Beginning 2011-12 and annually thereafter Annual License/SMP costs = \$150,000. Beginning 2012-13 as the statewide average deficated base revenue limit COLA changes for the positive, the SMP will increase by that percentage not to exceed 5%.

Costs will not involve any increase to current or projected Budgets. Current year costs will be covered with budget adjustments of unspent allocation balances. 2011-12 costs will be covered by continuing current designated budgets for the Aeries conversion into 2011-12.

ORIGINAL

**AGREEMENT
FOR
SOFTWARE LICENSE
AND
SOFTWARE MAINTENANCE**

AGREEMENT ("Agreement") between ESCAPE TECHNOLOGY, Inc. ("Licensor") and Chico Unified School District ("Customer") on this 1st day of February, 2011.

WHEREAS, Licensor is the developer of, and owner of the copyright in, the *Escape Online 5* computer programs and the associated documentation (here, collectively, the "Program"). Said Program consists of various software modules that perform administrative functions in the areas of Finance, Human Resources including Credentialing, Payroll and County Office of Education functionality, for California educational organizations.

I. SOFTWARE LICENSE AGREEMENT, ACCEPTABLE USAGE, TERMS

1.01. *Grant of License.* In consideration of the payments and promises from Customer as specified in this Section, Licensor hereby grants to Customer and Customer accepts a nonexclusive, nontransferable, annually renewable license (the "Software License") to use the Escape module(s), including related documentation, until as provided herein. The Software License conveys neither title to, nor ownership of, the Program to Customer.

1.02. *Acceptable Usage.* Customer is a public entity known as a "Unified School District" (USD). Customer is authorized to provide user access to Program for its own agency. Usage of Program by or for any other agency is prohibited. There is no limit on the number of users that may use Program. Customer agrees that Customer and its employees and agents shall neither transfer, assign, or convey the Software License or the Program to any third party, nor permit the copying for, or use of same, by any third party. Breach of this undertaking by Customer shall constitute a material breach of the Software License by Customer for purposes of paragraph 6.02 (a).

1.03. *Annual License/SMP Payments.* Payment for the License, and Software Maintenance as described in Section V, are as follows:

Initial payment, due upon contract signing:

- 2010/11: \$50,000 (fifty thousand dollars)

Ongoing annual payments, invoiced each July 1, due no later than July 20, unless this agreement is terminated as provided in section 702:

- 2011/12: \$150,000 (one hundred fifty thousand dollars)

Beginning in the 2012/13 fiscal year a COLA defined as the positive percentage change in the statewide average base revenue limit per pupil, after the application of any deficit factor, as provided by the CDE, shall be added to the previous year's amount. In no case will the COLA exceed five percent. For example, if the education COLA is 2% for 2013/14, the new rate would be \$153,000. In the event of a negative COLA, the COLA will not be applied to prior year amounts.

II. INSTALLATION AND TRAINING

2.01. *Initial Installation.* After receipt of payments as specified in paragraph 1.03. Licensor shall perform the setup necessary to initiate a starter database and "system" for Customer's system. This shall include electronic access to all Program documentation provided by Licensor.

2.02. *Billable Services.* Licensor provides professional services such as project management, custom programming, implementation, training, data conversions, and limited network/IT assistance, at published daily rates, typically updated each year. From the date of this agreement, through June 30, 2012 these rates shall be as follows:

2.02.a. *On-Site services.* On-Site services can include any of the professional services including project management, training, implementation, custom development and data conversions. This rate is \$1,800 per person per 8 hour day, plus \$150 per person per day travel costs.

2.02.b. *At Licensor Services.* Professional services such as database conversions, custom development, software setup, network/IT support, and project management may be performed at Licensor's premises. This rate is \$1,800 per person per 8 hour day, billed in hourly increments. There are no travel costs charged by Licensor.

2.02.c. *At Licensor Training.* Training performed at Licensor's premises shall be provided at the rate of \$1,500 per day, billed in one-half day increments, for up to ten people. There are no travel costs charged by Licensor.

Customer will be invoiced by Licensor on the first of each month for professional services provided and travel expenses incurred during the previous month. Customer agrees to pay these invoices within 21 calendar days of the invoice date. Customer and Licensor agree that using Licensor's Project Management professional services will result the most expeditious and cost effective implementation. Licensor shall provide not to exceed figures for any professional services it has control over such as project management, custom development or specific data conversion tasks. Licensor does not have control however of the utilization of other professional services and thus does not offer not to exceed figures for them. There are no professional services provided free of charge under this agreement.

2.03. *Customer Requirements.* Customers are required to provide suitable computers for each of their users. Licensor provides current computer configurations suitable for using Program, on their website, www.escapetech.com. Customer shall install Licensor's Escape Online 5 "client program" on each user's computer with configuration information provided by Licensor. The date on which Customer has successfully "logged in" from a client computer to the Program and it is available for usage shall be known as the "Install Date."

III. ACCEPTANCE BY CUSTOMER

3.01. *First Acceptance Testing Period.* The time period from the Install Date to 120 days hence shall be considered the First Acceptance Test Period (FATP). Customer and Licensor agree that the 120 period provides sufficient time for conversion of an acceptable amount of Customer's data, for inclusion in Acceptance Testing. During the FATP, Customer shall perform acceptance testing using Customer's procedures and data, at Customer's site, and shall complete same within the FATP. During this period, Customer shall notify Licensor in writing or email of all defects or errors in the Program. Licensor shall attempt to remedy such defects or errors for retesting by Customer during the FATP. At the conclusion of the FATP, Customer shall provide written notice to Licensor of any remaining defects or errors which constitute a failure of Acceptance Testing. Failure by Customer to provide said notice of defects at the conclusion of the FATP shall constitute acceptance of the Program by Customer.

3.02. *Second Acceptance Testing Period.* At the conclusion of the FATP, if Customer provides written notice of remaining errors or defects, a Second Acceptance Testing Period (SATP) will begin immediately following the FATP. The duration of the SATP shall be 90 days. Additional defects or errors discovered during the SATP shall not become part of the Acceptance Testing. At the conclusion of the SATP, Customer shall provide a written notice of any remaining defects or errors present at the beginning of SATP which remain unresolved and which Customer has determined is a cause to reject Program for failing acceptance testing. Failure by Customer to provide said notice of defects at the conclusion of the SATP shall constitute acceptance of the Program by Customer.

3.03. *Termination Upon Failure of Acceptance Testing.* In the event Customer rejects the Program for defects at the conclusion of the SATP, Customer may terminate this Agreement by written notice to Licensor within ten (10) days following conclusion of the SATP. Within ten (10) days following said notice of termination, Customer shall destroy all copies of the Program and Program SQL Database resident in Customer's computer system or elsewhere in non-physical format, and shall execute the Non-Use Agreement which is attached as Exhibit A, and incorporated by this reference. Upon completion of the above acts, Customer shall have the right, as its exclusive remedy for failure of the Program to pass the acceptance tests, to receive prompt reimbursement of one hundred percent (100%) of license/maintenance payments under this Agreement. Customer shall not be reimbursed for any professional services such as project management, custom programming or training. Upon such reimbursement, the parties shall be each wholly relieved of, and shall hold each other harmless from, all obligations and duties under this Agreement except for obligations pursuant to paragraph 6.01, relating to confidentiality of proprietary information.

IV. LIMITED WARRANTY AND EXCLUSIONS

4.01. *Limited Software Warranty.* Licensor warrants for a period of one hundred eighty (180) days from the Acceptance Date as defined in Paragraph 3.02, that the Program software shall be free from significant programming errors.

4.02. *Limitation of Remedies.* Customer and Licensor agree that Customer shall have two exclusive remedies under this warranty. First, if during the one hundred eighty (180) day warranty period as defined in Paragraph 4.01, Licensor or Customer shall discover one or more defects or errors in the Program, Licensor shall, at Licensor's sole election and expense, attempt to correct such defect or error by, among other actions, supplying Customer with corrective code or by making such additions, modifications, or adjustments to the Program as may be reasonably necessary to correct the defect or error. Second, if, in Licensor's sole judgment, a significant defect or error in the Program or in the activities of Licensor in installing or servicing the Program prevents Licensor from correcting the defect or error, Licensor may cancel this Software License in its entirety, and Customer shall be entitled to reimbursement for all payments which Customer shall have made to Licensor for this Software License. Customer will not be reimbursed for any custom programming or training. Customer hereby agrees that the tender of such reimbursement by Licensor shall effect a full and complete discharge of all obligations of Licensor under this Software License.

Upon such tender of reimbursement, the parties shall be each wholly relieved of, and shall hold each other harmless from, all obligations and duties under this Software License except for obligations pursuant to paragraph 6.01, relating to confidentiality of proprietary information.

4.03. *Limited Warranty of Noninfringement.* Licensor represents that, to the best of its knowledge, the development work on the Program performed by Licensor, its employees, and its agents does not infringe any copyright, trade secret or any other third-party proprietary information. Licensor shall defend and hold Customer harmless in any legal proceeding involving a dispute relating to the Licensor's intellectual property right or ownership of the program.

4.04. *Exclusions and Limitations.* The above limited warranties are the sole and exclusive warranties made to Customer by Licensor. In every other respect the Program is licensed "as is" without warranty as to performance, or any implied warranties, including but not limited to, merchantability or fitness for a particular purpose. Licensor shall not be liable for indirect, special or consequential damages resulting from use of Program, even if Licensor has been notified as to a particular problem or error in Program.

With the exception of Program components designed for modification by Customer, as described in Licensor's published documentation, any unauthorized Customer modification of program files or database schema including views and stored procedures by any means other than use of the program shall automatically void all warranties provided herein. Repairs, modifications, adjustments to the program or data files to correct the defects or errors resulting from such unauthorized actions shall be at the sole expense of Customer. Licensor's corrective services for unauthorized actions described herein shall be provided at the sole election of Licensor, and shall be charged to Customer at Licensor's then standard rates for such services, travel and per diem.

Licensor and Customer agree that the Program is intended to be used exclusively for commercial purposes and is not a consumer good for purposes of federal and state warranty laws.

V. SOFTWARE MAINTENANCE AGREEMENT

5.01. *Contents of Software Maintenance Agreement.* The introduction, the provisions of paragraphs 5.01 through 6.05, and the signatory clause are the substantive contents of the Software Maintenance Agreement.

5.02. *Services.* In consideration of the annual payments paid by Customer, as described in paragraph 1.03, Licensor agrees to provide the services described in Paragraph 5.04. All charges for services shall be deemed earned in their entirety upon payment.

5.03. *Program Revisions.* Licensor intends to provide Program revisions on an ongoing basis, which enhance or add features, as well as solving operational issues. Licensor shall also provide Program updates in response to new regulations by governmental agencies such as the IRS, EDD, CTC and retirement systems. Customer shall have the right to obtain such program revisions at no charge during the term of this agreement.

5.04. Service Responsibilities of Licensor.

(a) *Support and Response Time.* In the event that Customer detects any error, defect or nonconformity in the Program, Licensor shall provide off-site telephone support by calling Licensor's toll free number during the hours of 8:00 a.m. to 5:00 p.m., Pacific time, Monday through Friday, in the form of consultations, assistance, and advice on the use and maintenance of the Program, within one business day, Monday through Friday, of Customer's request therefore. In the event that such problem in the Program is not corrected within one business day, Monday through Friday, of the initiation of such off-site telephone support, the Customer, at the request of Licensor, shall submit to Licensor a listing of output and all other such data, and materials as Licensor reasonably may request in order to reproduce operating conditions similar to those present when the error, defect or nonconformity was discovered. Licensor shall propose temporary work-around procedures, if possible, and shall demonstrate to Customer good faith and diligent initiation and prosecution of corrective measures. Licensor, in its sole discretion, may elect to provide on-site service at Customer's office, as an alternative to requiring Customer to provide output data and other items.

(b) *Customer Error.* In the event of a problem caused by Customer, as opposed to an error, defect or nonconformity in the Program itself, Customer may be required to reimburse Licensor for remedial services, at Licensor's discretion. Such charges will be for time and travel expenses, at Licensor's then standard rates.

5.05 Custom Modifications.

Customer requests for custom modifications of the Program will be evaluated in Licensor's sole discretion. Such modifications as Licensor is willing to perform and to support will be provided by Licensor either free of charge per the Software Maintenance Agreement, or at then standard Licensor rates for time and materials, travel and per diem, per decision of Licensor.

5.06 Limited Service Warranty, Limitation of Remedies, and Exclusions.

(a) Licensor warrants that, during the effective term of the Agreement, it will maintain the Program so that the Program will be free from material programming errors and from material defects in workmanship that impair Customer's operations. Licensor services will be performed in a timely and professional manner by technicians familiar with the Program and its operation.

(b) Customer and Licensor agree that Customer shall have one exclusive remedy under this limited service warranty. If, in Licensor's sole judgment, a significant defect or error in the Program or in the activities of Licensor in servicing the Program prevents Licensor from maintaining the Program or from correcting any defect or error, Licensor may cancel this Agreement in its entirety, and Customer shall be entitled to reimbursement for all payments which Customer shall have made to Licensor under this Agreement. Customer hereby agrees that the tender of such reimbursement by Licensor shall affect a full and complete discharge of all service obligations of Licensor under this Agreement. Upon timely tender of reimbursement, the parties shall be each wholly relieved of, and shall hold each other harmless from, all servicing obligations and duties under this Agreement only.

VI. GENERAL PROVISIONS

6.01. *Confidentiality of Proprietary Information.* Licensor and Customer acknowledge that all information concerning the other's business, in any form, the Program, related documentation, the database schema, and all copyright and trade secret rights are "Confidential and Proprietary Information". Each party agrees that it will not, during or after the term of the Software License, permit the duplication, use or disclosure of any such Confidential and Proprietary Information by or to any person (other than an employee, agent or representative of the other party who must have such information for the performance of its obligations hereunder), unless such duplication, use or disclosure is specifically authorized by the other party in writing. Confidential and Proprietary Information does not include any information which, at the time of disclosure, is in the public domain.

6.02. *Termination.*

(a) *Default.* Each party has the right to terminate this Agreement, the Software License, and/or the Software Maintenance Agreement if the other party breaches or is in default of any obligation hereunder, which default is incapable of cure or which, being capable of cure, has not been cured within seven (7) business days after receipt of notice of such default from the nondefaulting party or within such time as the parties may agree.

(b) *Voluntary Customer Termination.* Customer may choose to voluntarily terminate the Agreement, as of June 30 of any year. Customer shall notify Licensor in writing of such intent prior to April 30 of that year. Customer shall then execute the Non-Use Agreement, which is attached as Exhibit A, and comply with its terms.

(c) *Acts of Insolvency.* If either party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, then said party shall be in default of this Agreement, and this Agreement shall immediately terminate with no further action or notice required.

(d) *Rights and Obligations of the Parties on Termination.* In the event this Agreement is terminated, the rights and obligations of the parties under Paragraph 6.01 shall survive termination.

(e) *Customer Data Option.* In the event of termination, Customer may request a "cleansed" copy of their database which removes Licensor's proprietary information, trade secrets and programming. The fee for this copy will be \$5000 (five thousand dollars).

6.03 *Taxes.* Customer shall be responsible for the payment of all taxes in connection with this Agreement, except for any tax based on Licensor's net income.

Licensor shall provide a copy of sales tax regulation 1502 to Customer. Under current opinion by the Board of Equalization, transactions under this agreement are not subject to sales tax as long as no transfer of tangible property occurs. Program must pass from Licensor to Customer via telecommunications, i.e. utilizing the internet. Any data files required for conversions or other uses must also be transferred via telecommunications. Customer shall not accept tangible property, in the form of CD, tape or other media from Licensor. Licensor shall not accept tangible property, in the form of diskette, tape or other media from Customer. If at any time during a given fiscal year, tangible property is transferred, Customer agrees that fiscal year's payments become subject to tax, and agrees to remit required sales tax to Licensor. Customer further agrees that if the Board of Equalization ever determines that transactions under this agreement are subject to tax, including such taxes back to the origination date of the agreement, Customer shall remit required taxes to Licensor.

6.04. *Notice.* All notices hereunder shall be in writing and shall be deemed delivered upon personal delivery or three (3) days after deposit in the U.S. mail, first class postage prepaid, certified return receipt requested, addressed as follows or as indicated by written notice of change of address:

Licensor:

Escape Technology, Inc.
3721 Douglas Blvd., Suite 250
Roseville, California 95661

Customer:

Chico Unified School District
1163 East 7th Street
Chico, CA 95928

6.05. *General.*

(a) *Entire Agreement and Applicable Law.* This Agreement constitutes the full and complete agreement between the parties, and wholly supersedes all representations, negotiations and agreements (whether oral or written) prior to the date hereof. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Venue shall be established in the Placer County Superior Court and no other, unless an alternative venue is mutually agreed to by both parties.

(b) *Severability.* Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions.

(c) *Waiver*. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

(d) *Assignment*. Customer shall not assign or subcontract all or any part of this Agreement, or any interest therein, except with the written consent of the Licensor. Licensor may assign or subcontract each and every right and obligation of Licensor under this Agreement on the condition that the assignee or subcontracting party assume, in writing, all obligations of Licensor under this Agreement.

(e) *Parties*. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and on each of their employees, agents, administrators, successors and assignees.

(f) *Attorneys' Fees*. If any action at law or in equity, or an arbitration, is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief which that party may be entitled.

(g) *Mutual Contribution*. This Agreement has been drafted on the basis of arms length negotiation and mutual contributions by each party and it shall be construed against neither party as the drafter.

(h) *Force Majeure*. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by force majeure. Force majeure shall not be allowed unless:

1) Within five (5) business days of the occurrence of force majeure, the party whose performance is delayed thereby shall provide the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the force majeure events.

2) Within ten (10) business days after the cessation of the force majeure event, the party whose performance was delayed shall provide the other party written notice of the time at which force majeure ceased and a complete explanation of all pertinent events pertaining to the entire force majeure situation.

Either party shall have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph shall not relieve Customer of its responsibility to pay for services and goods provided to Client and expenses incurred on behalf of Customer prior to the effective date of termination.

(i) *Dispute Resolution*. Client will notify Licensor in writing within fifteen (15) days of becoming aware of a dispute. If Licensor and Client cannot resolve such dispute within thirty (30) calendar days of Licensor's receipt of written notice from Client, the following procedure shall apply:

1) Each party shall appoint one (1) person to act as an impartial representative. The appointed individual shall be of sufficient knowledge and experience to understand and deal with the dispute but shall not be a person assigned to the project. The set of four (4) individuals consisting of Licensor's Project Manager for this project, Client's Project Manager for this project, and the two (2) appointees is called a Dispute Resolution Group.

2) The Dispute Resolution Group shall convene no later than twenty-one (21) calendar days after the expiration of the thirty (30) calendar day period referenced above and shall meet for a minimum of four (4) four (4) hour sessions during subsequent four (4) business days, unless otherwise mutually agreed. Any resolution shall be in writing and signed by both parties. Such resolution shall constitute a binding amendment to the Agreement.

In the event the Dispute Resolution Group fails to resolve the dispute as set forth above, the dispute will be referred to non-binding mediation. Thereafter, either party may assert its other rights and remedies under this Agreement or with a court of competent jurisdiction.

Nothing in this Paragraph shall prevent a party from applying to a federal or state court of competent jurisdiction to obtain injunctive relief pending resolution of the dispute through the dispute resolution procedures set forth herein.

In witness whereof, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized to execute this Agreement.

Date: 2/16/11.

LICENSOR:

ESCAPE TECHNOLOGY, Inc.


ROBERT S. TOWERY
C.E.O.

CUSTOMER:

Chico Unified Superintendent of Schools

By _____

Title _____

RECEIPT OF REGULATION 1502, SALES TAX CODE

I, _____, on behalf of the Chico Unified School District, herewith confirm that I have received a copy of California State sales tax code regulation 1502, pursuant to the agreement with Escape Technology, Inc. for Software License and Software Maintenance.

Signed: _____

By: _____

Title: _____

Dated: _____

PROPOSED AGENDA ITEM: Budget Update
2010-11 Second Period Interim Report

Prepared by: Maureen Fitzgerald
Assistant Superintendent, Business Services

Consent
 Information Only
 Discussion/Action

Board Date: 3/23/2011

Background Information:

The district is required to submit the Second Interim Report for the 2010-11 Fiscal Year to the Butte County Office of Education by March 15, 2011. This report identifies the original Board adopted budget, the budget as revised per the State Budget adoption in October 2010 presented at First Interim and the Projected Year Budget based on Second Interim adjustment. Included in the Second Interim Report are actual expenditures through January 1, 2011.

At each Interim reporting period, the District revises and updates the current year income and expenses projections as well as the estimates for the subsequent two fiscal years (2011-12 and 2012-13) to determine if the district is able to maintain adequate reserves and meet its obligations and commitments.

CUSD has been unable to demonstrate its ability to meet its financial obligations for the subsequent two year period since December 2007, when it first filed for negative status. Since that time, the Board and district have worked diligently with support from School Services of California and Butte County Office of Education to realign the district budget and work towards fiscal solvency. With the help of one time dollars, along with the efforts to reduce costs, the district has increased the Fund Balance significantly.

Fiscal Implications:

The Second Interim Report demonstrates a ***Positive*** certification. While the State Economy begins to recover and State revenues are up, the State faces an unprecedented deficit with a structural imbalance between incoming revenues and outgoing expenses. Each year School Services of California, based on the Governor's January budget proposal, updates the variables used to project future year budgets. The current budget year has remained status quo with no mid-year cuts proposed. Future years, however, remain tenuous, based on voter approval of tax extensions to fund schools for the next five years. The multi-year projections included in the Second Interim report reflect two scenarios:

- 2011-12 and 2012-13 assuming that the current tax law is extended
- 2011-12 and 2012-13 assuming that the current tax law is **NOT** extended

Recommendation:

Approve 2010-11 Second Period Interim Report with a Positive Certification.