CUSD Board of Education
Regular Meeting Agenda

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

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

Kelly Staley, Superintendent

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

Posted: 09/10/10
The Chico Unified School District Board of Education welcomes you to this meeting and invites you to participate in matters before the Board.

INFORMATION, PROCEDURES AND CONDUCT OF CUSD BOARD OF EDUCATION MEETINGS

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

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

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

PUBLIC PARTICIPATION FOR ITEMS ON THE AGENDA (Regular and Special Board Meetings)
The Board shall give members of the public an opportunity to address the Board either before or during the Board’s consideration of each item of business to be discussed at regular or special meetings.
- Speakers will identify themselves and will direct their comments to the Board.
- Each speaker will be allowed five (5) minutes to address the Board.
- In case of numerous requests to address the same item, the Board may select representatives to speak on each side of the item.

PUBLIC PARTICIPATION FOR ITEMS NOT ON THE AGENDA (Regular Board Meetings only)
The Board shall not take action or enter into discussion or dialog on any matter that is not on the meeting agenda, except as allowed by law. (Government Code 54954.2) Items brought forth at this part of the meeting may be referred to the Superintendent or designee or the Board may take the item under advisement. The matter may be placed on the agenda of a subsequent meeting for discussion or action by the Board.
- Public comments for items not on the agenda will be limited to one hour in duration.
- Initially, each general topic will be limited to 3 speakers.
- Speakers will identify themselves and will direct their comments to the Chair.
- Each speaker will be given five (5) minutes to address the Board.
- Once 2 speakers have shared a similar viewpoint, the Chair will ask for a differing viewpoint. If no other viewpoint is represented then a 3rd speaker may present.
- Speakers will not be allowed to yield their time to other speakers.
- After all topics have been heard, the remainder of the hour may be used by additional speakers to address a previously raised issue.

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

COPIES OF AGENDAS AND RELATED MATERIALS:
- Available at the meeting
- Available on the website: www.chicousd.org
- Available for inspection in the Superintendent’s Office prior to the meeting
- Copies may be obtained after payment of applicable copy fees

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

Pursuant to Government Code 54957.5, If documents are distributed to board members concerning an agenda item within 72 hours of a regular board meeting, at the same time the documents will be made available for public inspection at the Chico Unified School District, Superintendent’s Office located at 1163 East Seventh Street, Chico, CA 95928 or may be viewed on the website: www.chicousd.org.
CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Regular Meeting – September 15, 2010
Closed Session – 5:00 p.m.
Regular Session - 6:00 p.m.
Chico City Council Chambers
421 Main Street, Chico, CA 95928

AGENDA

5:00pm  1. CALL TO ORDER
2. CLOSED SESSION
   2.1. Update on Labor Negotiations
       Employee Organizations:
           CUTA
           CSEA, Chapter #110
           Kelly Staley, Superintendent
           Bob Feaster, Assistant Superintendent
           Jan Combes, Assistant Superintendent
           Representative:

   2.2. Conference with Legal Counsel
       Attending:
       Kelly Staley, Superintendent
       Bob Feaster, Assistant Superintendent
       Jan Combes, Assistant Superintendent
       John Bohannon, Principal
       John Yeh, Attorney at Law
       Anticipated Litigation
       Significant exposure to litigation pursuant to Government Code Section 54954.5(b)
       Two cases

   2.3. Public Employee Appointment
       Per Government Code §54957
       Title: Assistant Superintendent, Business Services

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

6:00pm  3. RECONVENE TO REGULAR SESSION (5 minutes)
   3.1. Call to Order
   3.2. Report Action Taken in Closed Session
   3.3. Flag Salute

6:05pm  4. STUDENT REPORTS (15 minutes)

6:20pm  5. SUPERINTENDENT’S REPORT (15 minutes)

6:35pm  6. REPORTS FROM EMPLOYEE GROUPS REGARDING NEGOTIATIONS (20 minutes)
   6.1. CSEA
   6.2. CUMA
   6.3. CUTA
   6.4. District

6:55pm  7. CONSENT CALENDAR (5 minutes)
   7.1. GENERAL
       7.1.1. Consider Approval of Minutes of Regular Session on August 18, 2010, and
               Special Session on September 1, 2010
       7.1.2. Consider Approval of Items Donated to Chico Unified School District
   7.2. EDUCATIONAL SERVICES
       7.2.1. Consider Expulsion of Student with the following ID: #39184
       7.2.2. Consider Approval of the Field Trip Request for the Rosedale Sixth Grade
               Classes to attend the Science Camp at Mt. Lassen National Park from 9/30/10-
               10/1/10
       7.2.3. Consider Approval of the Field Trip Request for the CHS Ag/FFA to attend the
               National FFA Convention in Indianapolis, Indiana from 10/26/10-10/30/10
7.2.4. Consider Approval of the Field Trip Request for the CHS Choir Members to attend the Barbershop Harmony Camp in Pollock Pines from 9/24/10-9/26/10

7.2.5. Consider Approval of the Field Trip Request for the PVHS IB Class of 2011 to go Spelunking at Samwel Cave in Shasta National Recreation Area from 9/25/10-9/26/10

7.2.6. Consider Approval of the Field Trip Request for the FVHS Leadership Team to attend the FNL Youth Summit in Richardson Springs from 10/7/10-10/8/10

7.2.7. Consider Approval of the Consultant Agreement with Dovetail Learning, Inc. to provide services for the Early Mental Health Initiative grant.

7.2.8. Consider Approval of the Consultant Agreement with CSU Chico Research Foundation to provide services for the NCLB CaMSP Mathematics Grant - Subcontract

7.2.9. Consider Approval of the Consultant Agreement with CSU Chico Research Foundation to provide services for the NCLB CaMSP Mathematics Grant - Evaluator

7.2.10. Consider Approval of the Consultant Agreement with Northern California Basketball Officials Association to provide officials for PVHS Basketball games

7.2.11. Consider Approval of the Consultant Agreement with Northern California Volleyball Officials Association to provide officials for PVHS Volleyball games

7.2.12. Consider Approval of the Consultant Agreement with Northern California Officials Association to provide officials for PVHS Football games

7.3. BUSINESS SERVICES
7.3.1. Consider Approval of Accounts Payable Warrants

7.4. HUMAN RESOURCES
7.4.1. Consider Approval of Certificated Human Resources Actions
7.4.2. Consider Approval of Classified Human Resources Actions

8. DISCUSSION/ACTION CALENDAR

8.1. EDUCATIONAL SERVICES

7:00pm 8.1.1. Information: Alternative School of Choice Self-Evaluation of Sierra View Elementary School (Debbie Aldred) (10 minutes)

7:10pm 8.1.2. Discussion/Action: Consider Approval of the Updated Academics Plus By-Laws and Guidelines (Debbie Aldred) (5 minutes)

7:15pm 8.1.3. Information: Alternative School of Choice Self-Evaluation of Hooker Oak K-8 Open Structured Classroom School (Sue Hegedus) (10 minutes)

7:25pm 8.1.4. Information: Accountability Progress and STAR Results Update (Michael Morris) (15 minutes)

7:40pm 8.1.5. Information: Chinese Language and Culture Classes in CUSD (Joanne Parsley) (10 minutes)

7:50pm 8.1.6. Discussion/Action: Chico Green School Notice to Remedy (John Bohannon) (20 minutes)

8:10pm 8.1.7. Discussion/Action: Pivot Online Charter Material Change (John Bohannon) (15 minutes)

8.2. BUSINESS SERVICES

8:25pm 8.2.1. Discussion/Action: Budget Update – 2009-10 Year End Unaudited Actual Financial Statement (Jen Combes) (20 minutes)

8:45pm 8.2.2. Discussion/Action: Architectural Agreement – Chico High School Lincoln Hall/Field House Stafford King & Wiese Architects (Michael Weissenborn) (10 minutes)

8:55pm 8.2.3. Discussion/Action: Architectural Agreement – Inspire School of Arts and Sciences Housing NTD Architecture (Michael Weissenborn) (10 minutes)
8.2.4. Discussion/Action: Architectural Agreement – Pleasant Valley High School New Classroom Building – Nichols, Meiburg and Rosetto Architects and Engineers (Michael Weissenborn) (10 minutes)

8.2.5. Discussion/Action: Newcomb Anderson McCormick Energy Engineers - Solar Power Purchase Agreement (Michael Weissenborn) (10 minutes)

8.3. HUMAN RESOURCES

8.3.1. Discussion/Action: Consider Approval of a Tentative Agreement between CUSD and CSEA, Chapter 110 Regarding Employee Assistance Program (EAP) (Bob Feaster) (5 minutes)

8.3.2. Discussion/Action: Consider Approval of Resolution #1123-10, Elimination of Classified Services (Bob Feaster) (5 minutes)

9:35pm 9. ITEMS FROM THE FLOOR (5 minutes)

9:40pm 10. ANNOUNCEMENTS (5 minutes)

9:45pm 11. ADJOURNMENT
1. **CALL TO ORDER**
   At 5:00 p.m. Board President Reed announced the Board was going into Closed Session.
   Present: Reed, Rees, Thompson, Griffin, Kaiser
   Absent: None

2. **CLOSED SESSION**
   1. Update on Labor Negotiations
      Employee Organizations:
      - CUTA
      - CSEA, Chapter #110
      - Kelly Staley, Superintendent
      - Bob Feaster, Assistant Superintendent
      - Jan Combes, Assistant Superintendent

   2. Conference with Legal Counsel
      - Anticipated Litigation
      - Significant exposure to litigation pursuant to Government Code Section 54956.9(b)
      - Two cases
      - Attending:
      - Kelly Staley, Superintendent
      - Bob Feaster, Assistant Superintendent
      - Jan Combes, Assistant Superintendent
      - Sara Simmons, Director
      - Mary Leary, Director
      - Scott Jones, Director
      - Julie Kistle, Technician
      - John Bohannon, Principal
      - John Yeh, Attorney at Law

3. **RECONVENE TO REGULAR SESSION**
   Present: Reed, Rees, Thompson, Kaiser, Griffin
   Absent: None

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

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

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

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

5. **SUPERINTENDENT'S REPORT**
   At 6:22 p.m. Director David Scott introduced Rhonda Zisle and David Halimi with The Western Miracles Foundation Bingo for Autism who presented information on the annual Bingo for Autism fundraiser and presented a check to Board President Reed for the amount of $2,000.00 to be used for the Loma Vista School District Autism programs. Principal Michelle Sanchez thanked the Love Chico group and others for painting Citrus Elementary during the summer and presented a PowerPoint showing the improvements. Directors Joanne Parsley and David Scott presented a report on opening of school events and enrollment. Board Member Kaiser encouraged attendance at the Chico Outlaws game on Saturday, a fundraiser for CHS and PVHS. Director Parsley announced the Dog Parade/Art Contest sponsored by the Chico Elks Club on Saturday, September 11, a fundraiser for elementary schools. Superintendent Staley announced the CHS Coaches Reunion/Recognition and dinner scheduled for this Friday and Saturday. She also encouraged attendance at the Back to School Nights (BTSNs) taking place this month and in early September, noting information on dates and times of all BTSNs is posted on the CUSD website.
6. CONSENT CALENDAR
At 6:51 p.m. Board President Reed asked if anyone would like to pull a Consent Item for further discussion. Board Clerk Thompson pulled Items 6.3.1, Consider Approval of the Consultant Agreement for Contract Employee and 6.4.1. Consider Approval of Contract with School Services of California to Provide Panel Member for Fact Finding. Board Member Kaiser moved to approve the remaining Consent Items; seconded by Board Clerk Thompson.

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

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

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

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

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

<table>
<thead>
<tr>
<th>Name/Employee #</th>
<th>Assignment</th>
<th>Effective</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010/11 Probationary Appointment(s) According to Board Policy</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Earley, Ayisha</td>
<td>Special Education</td>
<td>8/9/2010</td>
<td>1.0 FTE Probationary Appointment</td>
</tr>
<tr>
<td>Hart, Joan</td>
<td>Speech</td>
<td>8/9/2010</td>
<td>0.1 FTE Probationary Appointment</td>
</tr>
<tr>
<td>Triplett, Vickie</td>
<td>Elementary Music</td>
<td>8/9/2010</td>
<td>0.1 FTE Probationary Appointment (in addition to current 0.9 FTE assignment)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name/Employee #</th>
<th>Assignment</th>
<th>Effective</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010/11 Temporary Appointment(s) According to Board Policy</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brown, M. Sharon</td>
<td>Elementary</td>
<td>1st Semester 2010/11</td>
<td>0.6 FTE Temporary Appointment</td>
</tr>
</tbody>
</table>
## MINUTES

### 2. The Board approved the Classified Human Resources Actions

<table>
<thead>
<tr>
<th>ACTION NAME</th>
<th>CLASS/LOCATION/ASSIGNED HOURS</th>
<th>EFFECTIVE</th>
<th>COMMENTS/PRF #/FUND/RESOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>FORRISTEL, TERRA</td>
<td>LT CAMPUS SUPERVISOR/MJHS/1.0</td>
<td>4/13/2010 - 5/27/2010</td>
<td>VACATED POSITION/216/GENERAL/0000</td>
</tr>
<tr>
<td>RIPPON-WATSON, KERRY</td>
<td>IA-SPECIAL EDUCATION/CITRUS/2.5</td>
<td>5/10/2010</td>
<td>VACATED POSITION/140/SPECIAL ED/6500</td>
</tr>
<tr>
<td>ROBERTS, STEPHANIE</td>
<td>PARENT CLASSROOM AIDE-RESTRICTED/MARIGOLD/1.0</td>
<td>4/21/2010</td>
<td>VACATED POSITION/254/CATEGORICAL/3203</td>
</tr>
<tr>
<td>ABARA, DIANA</td>
<td>LT PARENT CLASSROOM AIDE-RESTRICTED/MCMANUS/1.0</td>
<td>4/30/2010 - 5/27/2010</td>
<td>NEW LIMITED TERM POSITION/270/CATEGORICAL/4124 &amp; 3011</td>
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<tr>
<td>GORE, ANGELA</td>
<td>PARENT LIAISON AIDE-RESTRICTED/EMMA WILSON/2.0</td>
<td>5/4/2010</td>
<td>VACATED POSITION/257/CATEGORICAL/7250</td>
</tr>
</tbody>
</table>

### VOLUNTARY REDUCTION IN HOURS

<table>
<thead>
<tr>
<th>ACTION NAME</th>
<th>CLASS/LOCATION/ASSIGNED HOURS</th>
<th>EFFECTIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>KRAUSE, MICHELLE</td>
<td>PARENT CLASSROOM AIDE-RESTRICTED/SIERRA VIEW/2.0</td>
<td>8/11/2010</td>
</tr>
<tr>
<td>SMITH, ANNIE</td>
<td>PARENT CLASSROOM AIDE-RESTRICTED/SIERRA VIEW/1.5</td>
<td>8/11/2010</td>
</tr>
<tr>
<td>SMITH, ERIN</td>
<td>PARENT CLASSROOM AIDE-RESTRICTED/SIERRA VIEW/1.5</td>
<td>8/11/2010</td>
</tr>
<tr>
<td>SWIFKA, COSIMA</td>
<td>PARENT LIAISON AIDE-RESTRICTED/SIERRA VIEW/.5</td>
<td>8/11/2010</td>
</tr>
<tr>
<td>TINER, KAYCI</td>
<td>PARENT CLASSROOM AIDE-RESTRICTED/SIERRA VIEW/1.5</td>
<td>8/11/2010</td>
</tr>
</tbody>
</table>

### LEAVES OF ABSENCE W/O PAY

<table>
<thead>
<tr>
<th>ACTION NAME</th>
<th>CLASS/LOCATION</th>
<th>EFFECTIVE</th>
<th>COMMENTS/PRF #/FUND/RESOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>BERNEDO, ANNA</td>
<td>IPS-CLASSROOM/ROSEDALE/1.4</td>
<td>1/24/2010 - 5/21/2010</td>
<td>PER CBA 5.12</td>
</tr>
<tr>
<td>DORGHALLI, RANIA</td>
<td>CAFETERIA ASST/EWE/2.0</td>
<td>5/10/2010 - 5/27/2010</td>
<td>PER CBA 5.12</td>
</tr>
</tbody>
</table>
RESIGNED THIS POSITION ONLY

KRAUSE, MICHELLE PARENT CLASSROOM AIDE-
RESTRICTED/SIERRA VIEW/.5 8/10/2010 VOLUNTARY
RESIDATION

TINER, KAYCI PARENT CLERICAL AIDE-
RESTRICTED/SIERRA VIEW/.5 8/10/2010 VOLUNTARY
RESIDATION

RESIGNATIONS/TERMINATIONS

ABARA, DIANA PARENT CLASSROOM AIDE-
RESTRICTED/MCMANUS/3.0 5/27/2010 RESTRICTED RELEASED

PHIPPS, COLLEEN PARENT CLASSROOM AIDE-
RESTRICTED/CITRUS/2.0 5/27/2010 RESTRICTED RELEASED

ABREGO, NORMA TARGETED CASE MANAGER-
BIL/ROSEDALE/4.0 5/19/2010 VOLUNTARY
RESIDATION

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

7. DISCUSSION/ACTION CALENDAR

ITEMS REMOVED FROM CONSENT FOR FURTHER DISCUSSION:
Item 6.3.1. Consider Approval of the Consultant Agreement for Contract Employee
Board Clerk Thompson's questions were addressed by Superintendent Staley. Board Clerk Thompson moved to approve the Consultant Agreement; seconded by Board Member Kaiser.
AYES: Reed, Rees, Thompson, Kaiser, Griffin
NOES: None
ABSENT: None

Item 6.4.1. Consider Approval of Contract with School Services of California to Provide Panel Member for Fact Finding
Board Member Kaiser requested an overview of Fact Finding and Board Clerk Thompson asked for an explanation of costs. Assistant Superintendent Feaster provided an overview of Fact Finding and Fiscal Advisor Sheila Vickers provided an explanation of costs. Board President Reed asked Sheila Vickers to explain to teacher's requests of why there had been no response to CUTA's offer. Sheila Vickers explained the offer was received during mediation and when in mediation, items/discussions are confidential. CUTA President John Jenswold and CTA Representative Mike Higginson stated CUTA had given the proposal to the mediator outside the mediation process. Board President Reed cautioned the Board could not negotiate in public and suggested the discussion end. Board Clerk Thompson moved to approve the contract with School Services of California; seconded by Board Member Kaiser.
AYES: Reed, Rees, Thompson, Kaiser, Griffin
NOES: None
ABSENT: None

7.1 GENERAL
1. Discussion/Action: Reports from Employee Groups Regarding Negotiations
At 7:13 p.m. Board President Reed provided a history of the reports from employee groups and noted this agenda item was to inquire if groups felt the reports should be continued. CSEA President Susie Cox, CUTA President John Jenswold, CUMA Co-President Pete Van Buskirk, and District Representative Bob Feaster all stated they would like to continue the reports. CUTA President John Jenswold asked if there were going to be reports presented tonight. Board President Reed asked if the groups were prepared, CUMA, CUTA, and the district were prepared. Board President Reed stated the Board would finish voting on this agenda item, take a five minute break and then return to hear the employee reports. Board Member Kaiser moved to continue the reports from the employee groups regarding negotiations starting tonight; seconded by Board Clerk Thompson.
AYES: Reed, Rees, Thompson, Kaiser, Griffin
NOES: None
ABSENT: None
At 7:25 p.m. Board President Reed announced a five minute break.

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

### 7.2 EDUCATIONAL SERVICES

1. **Information: Grants and Resource Development Update**
   At 7:37 p.m. Teacher on Special Assignment Liz Metzger presented a PowerPoint and an update on grants and resource development.

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

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

### 7.3 BUSINESS SERVICES

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

2. **Information: Summer Project Progress During Summer Break**
   At 9:07 p.m. Interim Director Kip Hansen presented an update on the project progress made under the direction of the Maintenance & Operations department over the summer of 2010.

3. **Information: Facilities Update – Project Progress During Summer Break**
   At 9:12 p.m. Director Michael Weissenborn presented an update on the status of projects which were completed, or are currently in progress, over the summer of 2010.

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

### 7.4 HUMAN RESOURCES

1. **Discussion/Action: Consider Approval of Resolution 1120-10, To Allow Teachers with a Multiple Subject Credential to Teach a Specific Subject Below Grade 9**
   At 9:25 p.m. Assistant Superintendent Feaster presented information on Resolution 1120-10. Board Member Kaiser moved to approve Resolution 1120-10; seconded by Board Vice President Rees.
   
   AYES: Reed, Rees, Thompson, Kaiser, Griffin
   NOES: None
   ABSENT: None

2. **Discussion/Action: Consider Approval of Resolution 1121-10, To Allow Junior High Teachers with a Single Subject Credential to Teach Outside Their Credential Area Based on Appropriate Coursework**
   At 9:30 p.m. Assistant Superintendent Feaster presented information on Resolution 1121-10. Board Member Kaiser moved to approve Resolution 1121-10; seconded by Board Member Griffin.
   
   AYES: Reed, Rees, Thompson, Kaiser, Griffin
   NOES: None
   ABSENT: None
3. **Discussion/Action:** Consider Approval of Resolution 1122-10, To Allow A Credentialed Teacher to Teach any Single Subject Class Based on Appropriate Coursework

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

AYES: Reed, Rees, Thompson, Kaiser, Griffin
NOES: None
ABSENT: None

8. **ITEMS FROM THE FLOOR**
At 9:41 p.m. Parent Representative Michael Schooling invited the Board and parents to join the PTA.

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

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

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

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

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APPROVED:

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Board of Education

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Administration
MINUTES

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

2. CLOSED SESSION
2.1. Conference with Legal Counsel
Anticipated Litigation
Significant exposure to litigation pursuant to Government Code Section 54954.5(b)
Two cases
Attending:
Kelly Staley, Superintendent
Bob Feaster, Assistant Superintendent
Jan Combes, Assistant Superintendent
John Bohannon, Principal
John Yeh, Attorney at Law

2.2. Update on Labor Negotiations
Employee Organizations:
Representatives:
CUTA
CSEA, Chapter #110
Kelly Staley, Superintendent
Bob Feaster, Assistant Superintendent
Jan Combes, Assistant Superintendent
Ron Bennett, Consultant

2.3. Public Employee Appointment
Per Government Code §54957
Title: Assistant Superintendent, Business Services

3. RECONVENE TO REGULAR SESSION
3.1 Call to Order
At 6:07 p.m. Board President Reed called the September 1, 2010, Special Meeting to order.

3.2 Report Action Taken in Closed Session
Board President Reed stated there was nothing to report from Closed Session.

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

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

4.2.1. The Board approved the Certificated Human Resources Actions

<table>
<thead>
<tr>
<th>Name/Employee #</th>
<th>Assignment</th>
<th>Effective</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2010/11 Probationary Appointment(s) According to Board Policy</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shimp, Alyeska</td>
<td>Speech</td>
<td>August 9, 2010</td>
<td>0.4 FTE Probationary Appointment</td>
</tr>
<tr>
<td>Shimp, Alyeska</td>
<td>Speech</td>
<td>September 1, 2010</td>
<td>0.6 FTE Probationary Appointment (increasing to 1.0 FTE)</td>
</tr>
<tr>
<td><strong>2010/11 Temporary Appointment(s) According to Board Policy</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aguilar, Juan</td>
<td>Elementary</td>
<td>1st Semester 2010/11</td>
<td>0.2 FTE Temporary Appointment</td>
</tr>
<tr>
<td>Allen, Joanna</td>
<td>Psychologist</td>
<td>2010/11</td>
<td>0.1 FTE Temporary Appointment (in addition to current 0.9 FTE position)</td>
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<tr>
<td>Dunsmoor, Jeanine</td>
<td>Secondary</td>
<td>1st Semester 2010/11</td>
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<tr>
<td>Hansen, Annalisa</td>
<td>Secondary</td>
<td>1st Semester 2010/11 (beginning 8/29/10)</td>
<td>0.4 FTE Temporary Appointment (in addition to current 0.6 FTE temporary position)</td>
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<td>Lampkin, Rosann</td>
<td>Psychologist</td>
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<tr>
<td>Quinto, Terry</td>
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<td>Sasaki, Joshua</td>
<td>Secondary</td>
<td>1st Semester 2010/11</td>
<td>0.6 FTE Temporary Appointment</td>
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<tr>
<td>Schmidt, Regina</td>
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<td>1st Semester 2010/11</td>
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<td>Smyth, Mary Lynn</td>
<td>Elementary PE</td>
<td>1st Semester 2010/11 (beginning 8/26/10)</td>
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<td>Southam, Kirsten</td>
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<td>Stager, Linda</td>
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<td>2010/11</td>
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<td><strong>Retirements/Resignations</strong></td>
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<td>Cannon, Marilyn</td>
<td>Elementary</td>
<td>June 1, 2010</td>
<td>Retirement</td>
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<td><strong>Rescission of Leave Request</strong></td>
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<td></td>
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<tr>
<td>Southam, Kirsten</td>
<td>Elementary PE</td>
<td>2010/11</td>
<td>Rescind 0.2 FTE Leave Request</td>
</tr>
</tbody>
</table>

(Consent Vote)
AYES: Reed, Rees, Thompson, Kaiser
NOES: None
ABSENT: Griffin
5. DISCUSSION/ACTION CALENDAR

ITEMS REMOVED FROM CONSENT FOR FURTHER DISCUSSION:

Item 4.1.6. Consider Approval of the Consultant Agreement with the Chico Area Recreation and Park District (CARD) for ASES/21st Century After School Programs

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

AYES: Reed, Rees, Thompson, Kaiser
NOES: None
ABSENT: Griffin

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

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

AYES: Reed, Rees, Thompson, Kaiser
NOES: None
ABSENT: Griffin

5.1 EDUCATIONAL SERVICES

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

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

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

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

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

5.2 HUMAN RESOURCES

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

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

AYES: Reed, Rees, Thompson, Kaiser
NOES: None
ABSENT: Griffin
5.2.2. **Discussion/Action:** Consider approval of a subsequent Variable Term Waiver Request for a Designated Subject Special Services: Driver Education and Driver Training Credential for Certificated Employee Steven S. Sheridan

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

AYES: Reed, Rees, Thompson, Kaiser
NOES: None
ABSENT: Griffin

5.3 **GENERAL**

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

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

AYES: Reed, Rees, Thompson, Kaiser
NOES: None
ABSENT: Griffin

**ITEMS REMOVED FOR FURTHER DISCUSSION:**

**BP 1330, Use of School Facilities**

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

AYES: Reed, Rees, Thompson, Kaiser
NOES: None
ABSENT: Griffin

**BP 2210, Administrative Discretion Regarding Board Policy**

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

AYES: Reed, Rees, Thompson, Kaiser
NOES: None
ABSENT: Griffin

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

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

AYES: Reed, Rees, Thompson, Kaiser
NOES: None
ABSENT: Griffin

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BP 3515.2, Disruptions
At 9:12 p.m. Board Member Kaiser had questions regarding vandalism which were addressed by Assistant Superintendent Combes and Director Bernard Vigallon. Board Member Kaiser moved to approve BP 3515.2; seconded by Board Clerk Thompson.
AYES: Reed, Rees, Thompson, Kaiser
NOES: None
ABSENT: Griffin

BP 4127, Temporary Athletic Team Coaches
At 9:15 p.m. Board President Reed recommended a change in the order of the paragraphs; questions were addressed by Assistant Superintendent Feaster. Board Member Kaiser moved to approve BP 4127 with the change in the order of the paragraphs; seconded by Board Vice President Rees.
AYES: Reed, Rees, Thompson, Kaiser
NOES: None
ABSENT: Griffin

BP 4161, Leaves
At 9:24 p.m. Board Clerk Thompson asked why “long-term” was removed from the first sentence in the first paragraph under Long-Term Leaves. Board President Reed suggested “long-term” should stay. Further questions from Board Clerk Thompson and Board Member Kaiser were addressed by Assistant Superintendent Feaster and Director David Koll. Board Clerk Thompson moved to approve BP 4161 with “long-term” remaining in the first sentence in the first paragraph; seconded by Board Member Kaiser.
AYES: Reed, Rees, Thompson, Kaiser
NOES: None
ABSENT: Griffin

BP 5131, Conduct
At 9:32 p.m. Board Member Kaiser’s questions were addressed by Director Vigallon. Board Member Kaiser suggested the following change to the last sentence in the description of Cyberbullying: “Cyberbullying also includes breaking into another person’s electronic account and assuming another person’s identity.” Board Member Kaiser moved to approve BP 5131 with the amendment; seconded by Board Clerk Thompson.
AYES: Reed, Rees, Thompson, Kaiser
NOES: None
ABSENT: Griffin

BP 5145.11, Questioning and Apprehension by Law Enforcement
At 9:40 p.m. Board President Reed’s questions were addressed by Director Vigallon. The following sentence will be added to the end of the second paragraph: “The student will be advised of this option.” Board Clerk Thompson moved to approve BP 5145.11 with the amendment; seconded by Board Member Kaiser.
AYES: Reed, Rees, Thompson, Kaiser
NOES: None
ABSENT: Griffin

BP 5145.3, Non-discrimination/Harassment
At 9:45 p.m. Board Member Kaiser questioned why an employee “may be” subject to disciplinary action in the fifth paragraph. Assistant Superintendent Feaster suggested the following change to the last sentence in the fifth paragraph: An employee who permits or engages in harassment or prohibited discrimination “is” subject to disciplinary action, up to and including dismissal. Board Member Kaiser moved to approve BP 5145.3 with the amendment; seconded by Board Clerk Thompson.
AYES: Reed, Rees, Thompson, Kaiser
NOES: None
ABSENT: Griffin
BP 6142.7, Physical Education and Activity
At 9:52 p.m. Board Member Kaiser and Board President Reed questioned exemptions from PE. Superintendent Staley addressed the questions. Board Member Kaiser moved to approve BP 6142.7; seconded by Board Clerk Thompson.

AYES: Reed, Rees, Thompson, Kaiser
NOES: None
ABSENT: Griffin

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

AYES: Reed, Rees, Thompson, Kaiser
NOES: None
ABSENT: Griffin

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

AYES: Reed, Rees, Thompson, Kaiser
NOES: None
ABSENT: Griffin

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

AYES: Reed, Rees, Thompson, Kaiser
NOES: None
ABSENT: Griffin

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

AYES: Reed, Rees, Thompson, Kaiser
NOES: None
ABSENT: Griffin

BB 9323, Meetings Conduct
At 10:15 p.m. Board Clerk Thompson questioned why speakers’ time was being reduced to three minutes. It was suggested the time allowed stay at five (5) minutes. Board President Reed suggested the following two paragraphs replace the two paragraphs under the heading “Items on the Agenda”; “The Board shall give members of the public an opportunity to address the Board either before or during the Board’s consideration of each item of business to be discussed at regular or special meetings. (Education Code 35145.3, Government Code 54954.3) Individual speakers will be allowed up to five (5) minutes to address the Board. Speakers will not be allowed to yield their time to others speakers. Each person who addresses the Board must first be recognized by the presiding officer and is requested to give his/her name. Comments must be directed to the Board as a whole and not to individual members or to district employees.
In the case of numerous requests to address the same item, the Board may select representatives to speak on each side of the item and/or reduce the allowed time to up to three (3) minutes for each person to address the Board to allow more persons the opportunity to speak on the topic.”
Board Member Kaiser moved to approve BB 9323 with the amendments; seconded by Board Vice President Rees.
AYES: Reed, Rees, Thompson, Kaiser
NOES: None
ABSENT: Griffin

6. **ADJOURNMENT**
   At 10:28pm the meeting was adjourned.

:mm

APPROVED:

________________________________________
Board of Education

________________________________________
Administration
# DONATIONS/GIFTS

<table>
<thead>
<tr>
<th>Donor</th>
<th>Item</th>
<th>Amount</th>
<th>Recipient</th>
</tr>
</thead>
<tbody>
<tr>
<td>North Valley Community Foundation</td>
<td></td>
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<td>Loma Vista Autism Program</td>
</tr>
<tr>
<td>Mr. and Mrs. Lopez</td>
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<td>$25.00</td>
<td>Loma Vista Speech</td>
</tr>
<tr>
<td>Mr. and Mrs. Schmidt</td>
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</tr>
<tr>
<td>Mr. and Mrs. MacCarthy</td>
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<td>Mr. and Mrs. Stephens</td>
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<td>Lisa Danos</td>
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<tr>
<td>Billy Stephens</td>
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<td>Sue Hegedus</td>
<td>Paint &amp; Supplies @ $147.00</td>
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<td>Hooker Oak K-8</td>
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<td>Max Colson</td>
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<td>Molly Amick</td>
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<td>Little Red Hen</td>
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<td>Adam Bakker</td>
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<td>Remedy Life Church</td>
<td>25 Backpacks @ $875.00</td>
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<td>Costco</td>
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<td>Shasta PTO</td>
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<tr>
<td>Donna Hitchens &amp; Nancy Davis</td>
<td>Ink Jet Printer @ $150.00</td>
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<tr>
<td>Ken &amp; Danelle Campbell</td>
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<td>Marcelle Gregoire</td>
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<tr>
<td>City of Chico</td>
<td>40 tickets @ $120.00</td>
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<td>Sierra View Elementary</td>
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<tr>
<td>Mark &amp; Melissa Roberts</td>
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<td>Stephen &amp; Karen Montuna</td>
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<td>Enloe Medical Center -</td>
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<td>Outlaw Ticket Fundraiser</td>
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<td>Daria Edwards &amp; Miayla</td>
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<td>$10.00</td>
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<td>Diane Kielpinski Johnson &amp; Anna</td>
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<td>Chico Jr. High</td>
</tr>
<tr>
<td>Michelle &amp; Stephen Dean &amp; Stevie</td>
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<td>$10.00</td>
<td>Chico Jr. High</td>
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<tr>
<td>Eric Hitchcock &amp; Sonia</td>
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<td>$20.00</td>
<td>Chico Jr. High</td>
</tr>
<tr>
<td>Cindy &amp; Arthur Cox &amp; Nicole</td>
<td></td>
<td>$20.00</td>
<td>Chico Jr. High</td>
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<tr>
<td>Thomas &amp; Nancy Masterson</td>
<td>Miscellaneous Computer Items</td>
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<td>Charlie Copeland &amp; Sally Foltz</td>
<td>Books @ $655.00</td>
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<td>PVHS Library</td>
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<tr>
<td>Joel Warnick</td>
<td>DVDs &amp; Printer @ $210.00</td>
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<td>PVHS Library</td>
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<tr>
<td>Debbie Travers</td>
<td>Books @ $108.00</td>
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<tr>
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<td>Terry Lauten</td>
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<tr>
<td>Leslie Keller</td>
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<tr>
<td>All Metals Supply, Inc.</td>
<td>Misc. steel scrap metal @ $400.00</td>
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<td>PVHS IT Dept.</td>
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<td>PVHS Cross Country</td>
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<tr>
<td>Kohl's</td>
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<tr>
<td>Franky's/Nick Andrew</td>
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<td>$200.00</td>
<td>PVHS Football</td>
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Donations  
September 15, 2010  
1 of 1
PROPOSED AGENDA ITEM: Rosedale Elementary School – 6th Grade Environmental Hike to Mt. Lassen national Park

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

☐ Consent

Information Only

Discussion/Action

Board Date: September 15, 2010

Background Information

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

Education Implications

6th Grade study; Earth Science

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

Fiscal Implications

We are asking for donations to cover food costs

Additional Information

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

DO Recommendation:
FIELD TRIP REQUEST

TO: CUSD Board of Education                      Date: September 1, 2010
FROM: Claudia de la Torre                    School/Dept.: Rosedale Elementary School
SUBJECT: Field Trip Request

Request is for Rosedale Sixth Grade classes

Destination: Mt. Lassen National Park  Activity: Science Camp

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

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

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

Student/Adult Ratio: 1:6

Transportation: Private Cars XX  CUSD Bus _________  Charter Bus Name _________

Other:

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

ESTIMATED EXPENSES:

Fees $600.00  Substitute Costs $  Meals $

Lodging $  Transportation $  Other Costs $

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

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

Name ___________________________  Acct. #: ___________________________  $

_________________________  ___________________________
Requesting Party  Date

Site Principal  Date

_________________________
Director of Transportation  Date

IF MAJOR FIELD TRIP

_________________________
Director of Educational Services  Date

☐ Recommend  ☐ Not Recommended

☐ Approved  ☐ Not Approved
PROPOSED AGENDA ITEM: Chico FFA National Convention Trip

Prepared by: Quinn Mendez

☑ Consent
☐ Information Only
☐ Discussion/Action

Board Date 9-15-10

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

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

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

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

TO: CUSD Board of Education  Date:  9/15/10

FROM: Quinn Mendez  School/Dept.: CHS Ag/FFA

SUBJECT: Field Trip Request

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

Destination: Indianapolis, Indiana  Activity: National FFA Convention

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

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

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

Student/Adult Ratio:  4:1

Transportation: Private Cars  CUSD Bus  Charter Bus Name

Other: Airline travel and rental car and Ag truck (Chico to Sacramento and return)

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

ESTIMATED EXPENSES:

Fees $200.00 (includes lodging and meals)  Substitute Costs $240.00  Meals $ 

Lodging $450.00  Transportation $2,000.00  Other Costs $ 

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

Name  NVF Ag  Acct. #:  $ 2,650.00

Name  Ag Dist  Acct. #:  $ 240.00

Requesting Party  9/20/10

Site Principal  8/30/10  □ Approve/Minor  □ Do not Approve/Minor

or Recommend/Major  or Not Recommended/Major

(If transporting by bus or Charter)

Director of Transportation

IF MAJOR FIELD TRIP

Director of Educational Services  8/30/10  □ Recommend  □ Not Recommended

Board Action  Date  □ Approved  □ Not Approved

ES-7
Revised 8/04
PROPOSED AGENDA ITEM: Approval of Field Trip to Pollock Pines 9/24/10-9/26/10

Prepared by: Sue Delgado

☑ Consent  

Board Date 9/15/2010

☐ Information Only

☐ Discussion/Action

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

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

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

Additional Information
This event is being held at the Sly Park Environmental and Educational Center in Pollock Pines.
FIELD TRIP REQUEST

TO: CUSD Board of Education
FROM: Sue Delgado
SUBJECT: Field Trip Request

Date: September 15, 2010
School/Dept.: CHS Vocal Music

Request is for Choir Members
(grade/class/group)

Destination: Pollock Pines
Activity: Barbershop Harmony Camp

from September 24 / 3:15pm to September 26 / 6:00pm
(dates) / (times) (dates) / (times)

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

Number of Students Attending: 4 Teachers Attending: 1 Parents Attending: Possibly 2 for the concert
Student/Adult Ratio: 4:1 or 4:3

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

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

ESTIMATED EXPENSES:

Fees $ None Substitute Costs $ ____________ Meals $ ______________
Lodging $ __________ Transportation $ __________ Other Costs $ __________

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

Name ____________________________ Acct. #: ____________________________ $ ______
Name ____________________________ Acct. #: ____________________________ $ ______

9-10-10
Requesting Party
Date

9/7/10
Site Principal
Date

NA
Director of Transportation
Date

If Major Field Trip

9-9-10
Director of Educational Services
Date

V Recommend
Not Recommended

Board Action
Date

[Signature]
Approved
Not Approved

7.2.4.
Page 2 of 2

ES-7
Revised 8/04
PROPOSED AGENDA ITEM: Field Trip Request
Prepared by: Charles Copeland

☑ Consent

Board Date September 15, 2010

Information Only

Discussion/Action

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

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

Fiscal Implications
None - parent drivers will be utilized

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

## FIELD TRIP REQUEST

**TO:** CUSD Board of Education  
**Date:** September 15, 2010  
**FROM:** IB Seniors/Mr. Silva  
**School/Dept.:** PVHS IB Department  
**SUBJECT:** Field Trip Request

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<th>Request is for IB Seniors</th>
<th>(grade/class/group)</th>
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<tr>
<td><strong>Destination:</strong> Samwel Cave</td>
<td><strong>Activity:</strong> Spelunking – Group Affiliation Activity</td>
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<tr>
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<th>to</th>
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<tr>
<td>September 25 / 8:00am</td>
<td>September 26 / noon</td>
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| Rationale for Trip: Challenge IB students in a new environment and to allow additional friendships to develop. |

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

| Student/Adult Ratio: 4:1 |

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

## ESTIMATED EXPENSES:

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

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**Requesting Party**

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<td>Nick Miller</td>
<td>Teacher – Sponsor</td>
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**Site Principal**

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**Director of Transportation**

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**IF MAJOR FIELD TRIP**

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**Board Action**

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<th>Not Approved</th>
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PROPOSED AGENDA ITEM: Field Trip Request for FVHS to Attend FNL Youth Summit

Prepared by: Sherri Boone

☐ Consent  Board Date September 15, 2010

☐ Information Only

☐ Discussion/Action

Background Information

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

Educational Implications

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

Fiscal Implications

This conference is paid for by Butte County Behavioral Health.
TO: CUSD Board of Education  
FROM: Sherri Boone  
Date: 9-9-10  
School/Dept.: FVHS  

SUBJECT: Field Trip Request

Request is for **FNL Youth Summit**  
(grade/class/group)  
Destination: Richardson Springs  
Activity: leadership conference  

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

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

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

Student/Adult Ratio: 10:1  
Transportation: Private Cars X  
CUSD Bus  
Charter Bus Name  
Other:  

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

ESTIMATED EXPENSES:

Fees $ Free  
Substitute Costs $  
Meals $  
Lodging $  
Transportation $  
Other Costs $  

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

Name  
Acct. #:  
$  
Name  
Acct. #:  
$

Requesting Party: Sherri Boone  
Date: 9-9-10  

Site Principal:  
Date:  

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

(If transporting by bus or Charter)

Director of Transportation:  
Date:  

IF MAJOR FIELD TRIP  

Director of Educational Services:  
Date:  

Recommends  
Not Recommended  

Board Action:  
Date:  

Approved  
Not Approved

Revised 8/04  
White Copy: Ed Services  
Yellow Copy: Transportation  
Pink Copy: Returned to Site after approval
PROPOSED AGENDA ITEM: Consultant agreement with Dovetail Learning, Inc.

Prepared by: Scott Lindstrom, Coordinator

☐ Consent
☐ Information Only
☐ Discussion/Action

Board Date 9/15/2010

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

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

Fiscal Implications
Fully funded by EMHi grants.

Additional Information
**Mandatory Instructions**

(click to view)

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

CONSULTANT AGREEMENT

1. A completed BS10a. "Certificate of Independent Consultant Agreement" guideline is:

   - [ ] On File (click to view)
   - [x] Attached

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

   - [ ] On File (click to view)
   - [x] Attached

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

   Dovetail Learning, Inc.
   
   **Name:**
   **Street Address/POB:** S. Main Street #15
   **City, State, Zip Code:** Sebastopol, CA 95472
   **Phone:**
   **Taxpayer ID/SSN:**

   **This agreement will be in effect from:** 09/16/10 to 05/28/11

   **Location(s) of Services:** (site) Chico USD

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

   - Provide 6 hours of initial training plus follow-up training and consultation for elementary guidance staff, teachers, and psychologists at Emma Wilson, Little Chico Creek, Marigold, Neal Dow, and Parkview. Dovetail will provide curriculum and supplemental materials for K-3 students and staff.

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

   All staff trained will utilize "Toolbox" curriculum and skills for enhancing character education, building building school community, increasing empathy and problem-solving skills, and managing behavioral issues. This program is a component of the CUSD Early Mental Health Initiative 2010 grant.

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

   1) Elementary Guidance #14 (Early Mental Health Initiative grant)
   2) Elementary Guidance #16 (Early Mental Health Initiative grant)
   3) 

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

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

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

   $16,000.00  Per Unit, times 1.00  # Units = $16,000.00  Total for Services

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

9. **Additional Expenses:**

   $  
   $  

   Total for Addit’l Expenses $0.00

   **Grand Total** $16,000.00

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

    (to be completed by Business Services)
CONSULTANT TERMS AND CONDITIONS
(Applicable, unless determined to be Contract Employee—See HS10a)

Consultant Name:  Dovetail Learning, Inc.

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

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

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

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

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

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

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

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

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.chisoua.org/dep/business/documents/Consultant_Agreement.pdf). IRS publication SWR 40 and IRS Ruling 87-41 will assist the District in determining the payment method applied to this Consultant Agreement.

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

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

11. RECOMMENDED:

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

12. APPROVED:

   Signature of District Administrator, or Director of Categorical Programs:  
   Print Name:  David Scott  
   Date:  9/8/2010

13. APPROVED:  

   Consultant  
   Contract Employee  

   Signature of District Admin.-Business Services:  
   Print Name:  Scott Jones  
   Director, Fiscal Services  
   Date:  9/8/10

14. Authorization for Payment:

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

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

   $ (Amount)  
   (Originating Administrator Signature—Use Blue Ink)  
   Date: ____________________________
PROPOSED AGENDA ITEM: CSU Chico Research Foundation

Prepared By:  Janet Brinson

☑️ Consent

☐ Information Only

☐ Discussion/Action

Board Date: September 15, 2010

Background Information

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

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

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

This is the third and final year of the grant.

Education Implications

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

Fiscal Implications

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

  -CSU Chico Research Foundation

   Name: Building 25
   Street Address/POB: Chico, CA 95929-0870
   City, State, Zip Code: Phone: (530) 898-4322
   Taxpayer ID/SSN: 68038651B

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

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

3. Scope of Work to be performed: (attach separate sheet if necessary)
   As a subcontract of the federally funded NCLB CaMISP Mathematics Grant, the CSU Chico Research Foundation
   will oversee the work of the Math Project, related funding requirements, trainings, follow-up workshops,
   Institute stipends and other services as described in the approved grant application.

4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant services:
   Students - increased student achievement in Math.
   Teacher - increased content knowledge and application of teaching strategies.

5. Funding/Programs Affected: (corresponding to accounts below)
   1) NCLB CaMISP Math Grant
   2)
   3)

6. Account(s) to be Charged:

<table>
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<tr>
<th>Pct (%)</th>
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<th>Proj/Yr</th>
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7. Is there an impact to General Fund, Unrestricted funding? □ Yes  √ No

8. Payment to Consultant: (for the above services, District will pay Consultant as follows)
   $ 174,648.00 Per Unit, times 1.00 # Units = $ 174,648.00 Total for Services
   (Unit: □ Per Hour □ Per Day √ Per Activity)

9. Additional Expenses:
   $  preview □
   $  preview □
   □ 0.00 Addit’l Expenses
   Total for Additional Expenses  □ 174,648.00 Grand Total

10. Amounts of $5,001.00 or more require Board Approval: (date to Board) 8/25/08

consultant.agreement rev 8/08 me
CONSULTANT TERMS AND CONDITIONS
(Applicable to Install Payments - See BS10s)

Consultant Name: CSU Chico Research Foundation

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

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

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

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

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

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

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

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

9. The District will determine whether the Consultant will be paid by vendor check as a Consultant or payroll check as a Contract Employee (with taxes withheld) by reviewing the completed Certificate of Independent Consultant Agreement (a blank sample may be viewed at http://www.echonoid.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 applicable to this Consultant Agreement.

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

   (Signature of Consultant)

   Carol Sager, Director

   (Print Name)

   9/18/10

   (Date)

11. RECOMMENDED:

   (Signature of Originating Administrator)

   Janie Brinson, Director

   (Print Name)

   9/18/10

   (Date)

12. APPROVED:

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

   Dave Scott, Director

   (Print Name)

   09/08/10

   (Date)

13. APPROVED:

   □ Consultant

   □ Contract Employee

   (Signature of District Administrator - Business Services)

   Scott Jones

   (Print Name)

   9/09/10

   (Date)

14. Authorization for Payment:

   □ Partial Payment thru: (Date)

   □ Full or Final Payment

   $ (Amount)

   (Originalizing Administrator Signature - Use Blue Ink)

   (Date)

   8/23/08

   (Date check required)

   □ Send to Site Administrator:

   □ Mail to Consultant
PROPOSED AGENDA ITEM: CSU Chico Research Foundation

Prepared By: Janet Brinson

☐ Consent
☐ Information Only
☐ Discussion/Action

Board Date: September 15, 2010

Background Information

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

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

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

This is the third and final year of the grant.

Education Implications

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

Fiscal Implications

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

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

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

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

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

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

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

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

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

5. Fundings/Programs Affected: (corresponding to accounts below)
   1) CaMSP

6. Account(s) to be Charged:
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<thead>
<tr>
<th>Pct (%)</th>
<th>Fund</th>
<th>Resource</th>
<th>Proj/Yr</th>
<th>Goal</th>
<th>Function</th>
<th>Object</th>
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<td>14</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

   $ 3,800.00 Per Unit, times 5.00 # Units = $ 18,000.00 Total for Services
   (Unit: [ ] Per Hour [ ] Per Day [ ] Per Activity)

9. Additional Expenses:
   - $ 0.00

   Total for Additional Expenses $ 19,000.00 Grand Total

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

   (to be completed by Business Services)

consultant.agreement rev 8/08 me 1 3/28/08
CONSULTANT TERMS AND CONDITIONS
(Applicable, unless determined to be Contract Employee – See BS10a)

Consultant Name: Mary Fay-Zenk

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 agent.

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.chicoutsid.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:**

Mary Fay-Zenk  
9/8/2010

**12. RECOMMENDED:**

Janet Brinson, Director  
9/10/10

**13. APPROVED:**

Dave Scott, Director  
9/10/10

☐ Consultant  
☐ Contract Employee

Scott Jones, Director, Fiscal Services  
9/10/10

**14. Authorization for Payment:**

**CHECK REQUIRED** (Invoice to accompany payment request):

☐ Partial Payment thru:  
(Date)

☐ Full or Final Payment  
(Date)

**DISPOSITION OF CHECK by Accounts Payable:**

☐ Send to Site Administrator:  
(Date check required)

☐ Mail to Consultant  
(Date check required)

$  
(Amount)  
(Originating Administrator Signature – Use Blue Ink)  
(Date)

consultant_agreement rev 8/08 me 2 8/28/08
PROPOSED AGENDA ITEM:  PVHS Consultant Agreement

2010-11 Basketball

Prepared by:  Pam Jackson, Athletic Director

☐ Consent  Board Date  September, 2010

☐ Information Only

☐ Discussion/Action

Background Information

Educational Implications
Provide officials for athletic contests. No education implications.

Fiscal Implications
Associated Student Body funds. No impact on district funds.
CHICO UNIFIED SCHOOL DISTRICT  
Business Services  
1163 E. 7th Street, Chico, CA 95928  
(530) 891-3000

CONSULTANT AGREEMENT

For Services Provided to ASB

1. A completed BS10a. “Guidelines for Employing Independent Contract Consultants” certificate is:
   On File  (click to view) [✓]  Attached [ ]

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

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

   Name: "NCBOA - Northern California Basketball Officials Association"
   Street Address/POB: 1702 Spruce Avenue
   City, State, Zip Code: Chico, CA 95926
   Phone: 530-343-2017
   Taxpayer ID/SSN: 68-0349999

This agreement will be in effect (Current Fiscal Year) From: 10/15/2010 To: 3/31/2011
Location(s) of Services: (site)
Pleasant Valley High School

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

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

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

   Allow basketball games with officials

5. ASB account name to be Charged: (corresponding to accounts below)
   1) ASB Boys Basketball - 451
   2) ASB Girls Basketball - 452
   3) ASB General Athletics - 401

6. Account(s) to be Charged:

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<th>Account #</th>
<th>Amount</th>
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<td>452</td>
<td>$3,500.00</td>
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<tr>
<td>25%</td>
<td>401</td>
<td>$3,500.00</td>
</tr>
</tbody>
</table>

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

   not to exceed $15,000.00

8. Additional Expenses: (i.e. mileage, meals, air fare, etc.)
   451 - Boys Mileage $500.00
   452 - Girls Mileage $500.00
   $1,000.00

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

   (to be completed by Business Services)

BS-10.doc.1.24.0&dm
CONSULTANT TERMS AND CONDITIONS  
(Applicable, unless determined to be Contract Employee – See BS10a)  

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

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

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

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

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

f. Consultant will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum $1,000,000 combined single limits of general liability and automobile coverage as required by the District. (Not applicable to Contract Employee)  

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

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

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

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

12. RECOMMENDED:  
[Signature of Chairman, Faculty Advisor]  
Parn Jackson, Athletic Director  
(Print Name)  
[Signature of ASB Officer]  
Aviana Koman, ASB Treasurer  
(Print Name and Title)  
8/25/10  
(Date)  

13. Authorization for Payment:  
 [ ] Consultant  
 [ ] Contract Employee  

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

(b)  
$  
(Amount)  
(Originating Administrator Signature – Use Blue Ink)  
(Date)  

[Signature of Administrator – Business Services]  
Scott Jones, Director, Fiscal Services  
(Print Name and Title)  
9/08/10  
(Date)
PROPOSED AGENDA ITEM: PVHS Consultant Agreement - Volleyball 2010

Prepared by: Pam Jackson, Athletic Director

☐ Consent
☐ Information Only
☐ Discussion/Action

Board Date September, 2010

Background Information

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

Educational Implications

Provide officials for athletic contests. No education implications.

Fiscal Implications

Associated Student Body funds. No impact on district funds.
CONSULTANT AGREEMENT
For Services Provided to ASB

1. A completed BS10a. "Guidelines for Employing Independent Contract Consultants" certificate is:
   On File [✓] Attached [ ]

2. A completed W9 "Request for Taxpayer Identification Number and Certification" form is:
   On File [✓] Attached [ ]

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

Name: Northern California Volleyball Officials Association
Street Address/POB: 415 Silver Lake Drive
City, State, Zip Code: Chico, CA 95973
Phone: 550-345-0415
Taxpayer ID/SSN: 

This agreement will be in effect (Current Fiscal Year) From: 8/1/2010 To: 5/31/2011
Location(s) of Services: (site)
Pleasant Valley High School gyms, (Champion Christian and Bidwell Jr. for tournaments)

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

4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant services:
   Allow high school Volleyball matches to happen with officials.

5. ASB account name to be Charged: (corresponding to accounts below)
   1) ASB-C-Volleyball - 465; $6000.00
   2) ASB-B-Volleyball - 425; $4000.00
   3) ASB-General Athletics - 401; $3000.00

6. Account(s) to be Charged:

<table>
<thead>
<tr>
<th>Pct (%)</th>
<th>Account #</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
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<td>100%</td>
<td>425</td>
<td>$4000.00</td>
</tr>
<tr>
<td>100%</td>
<td>401</td>
<td>$3000.00</td>
</tr>
</tbody>
</table>

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

   $ Per Unit, times # Units = $ 0.00 Total for Services
   (Unit: [ ] Per Hour [ ] Per Day [ ] Per Activity)

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

   Varies: Fr, JV, VAR Officials, Fees, Etc. $ 13,000.00 $ 14,000.00 Total for Add'l Expenses
   Mileage          $ 1,000.00

   $ 14,000.00 Grand Total (not to exceed)

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

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

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

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

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

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

f. Consultant will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum $1,000,000 combined single limits of general liability and automobile coverage as required by the District. (Not applicable to Contract Employee)

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

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

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

<table>
<thead>
<tr>
<th>Signature of Consultant</th>
<th>Terese Howell</th>
<th>4/20/10</th>
</tr>
</thead>
</table>

12. RECOMMENDED:

<table>
<thead>
<tr>
<th>Signature of Originating Faculty Advisor</th>
<th>Pam Jackson, Athletic Director</th>
<th>1/27/11</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(Print Name)</td>
<td>(Date)</td>
</tr>
</tbody>
</table>

13. APPROVED: ASB Requisition/PO # ASB040B Issued by ASB Accounting Office

<table>
<thead>
<tr>
<th>Signature of ASB Officer</th>
<th>Ana Roman, ASB Treasurer</th>
<th>3/23/10</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(Print Name)</td>
<td>(Date)</td>
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14. APPROVED:

<table>
<thead>
<tr>
<th>Signature of Administrator - Business Services</th>
<th>Scott Jones, Director, Fiscal Services</th>
<th>9/8/10</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(Print Name and Title)</td>
<td>(Date)</td>
</tr>
</tbody>
</table>

13. Authorization for Payment: [ ] Consultant [ ] Contract Employee

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

<table>
<thead>
<tr>
<th>[ ] Partial Payment thru:</th>
<th>(Date)</th>
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<tr>
<td>[ ] Full or Final Payment</td>
<td></td>
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</tbody>
</table>

(b) $ ____________

<table>
<thead>
<tr>
<th>(Amount)</th>
<th>(Originating Administrator Signature - Use Blue Ink)</th>
<th>(Date)</th>
</tr>
</thead>
</table>
PROPOSED AGENDA ITEM: PVHS Consultant Agreement — Football 2010

Prepared by: Pam Jackson, Athletic Director

☐ Consent  Board Date    September, 2010

☐ Information Only

☐ Discussion/Action

Background Information
Renewal of Consultant Agreement for Football Officials.

Educational Implications
Provide officials for athletic contests. No education implications.

Fiscal Implications
Associated Student Body funds. No impact on district funds.
CONSULTANT AGREEMENT

1. A completed BS10a. "Guidelines for Employing Independent Contract Consultants" certificate is:
   On File (click to view) ✔ Attached □

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

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

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

This agreement will be in effect (Current Fiscal Year) From: 8/3/2010 To: 12/1/2011
Location(s) of Services: (site)
Pleasant Valley High School football field

3. Scope of Work to be performed: (attach separate sheet if necessary)
   Provide officials for Pleasant Valley High School Football games, 2010 season.

4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant services:
   Allow high school football games with officials.

5. ASB account name to be Charged: (corresponding to accounts below)
   1) ASB General Athletics - 401

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

7. Payment to Consultant: (for the above services, ASB will pay Consultant as follows)
   not to exceed $ 5,000.00 Total for Services

8. Additional Expenses: (i.e. mileage, hotel, air fare, etc)
   Mileage $ 600.00
   Assignor Fee $ 170.00
   $ 770.00 Total for Addit'l Expenses
   $ 5,770.00 Grand Total (not to exceed)

9. Amounts of $5,001.00 or more require Board Approval: (date to Board)
   (to be completed by Business Services)

RECEIVED SEP 2 2010 7/30/2008
CONSULTANT TERMS AND CONDITIONS
(Applicable, unless determined to be Contract Employee – See BS10a)

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

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

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

d. If applicable, the Consultant will certify in writing, using Administration Form #3515.6.1, that criminal background checks have been completed as per Board Policy #3515.5 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.

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

f. Consultant will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum $1,000,000 combined single limit of general liability and automobile coverage as required by the District. (Not applicable to Contract Employee)

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

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

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

Kimball Shirey, President
(Print Name)
(20/2010)
(Date)

12. RECOMMENDED:

Pam Jackson, Athletic Director
(Print Name)
(11/13/2010)
(Date)

APPROVED:

ASB Requisitions PO # 041023 issued by ASB Accounting Office

(Stamp)

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

APPROVED:

Scott Jones, Director, Fiscal Services
(Print Name and Title)
(9/08/10)
(Date)

13. Authorization for Payment:

☐ Consultant ☐ Contract Employee

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

☐ Partial Payment thru: ____________________________

☐ Full or Final Payment

(b).

$ ____________________________

(Stamp)

(Originating Administrator Signature - Use Blue Ink)

(Stamp)

(Stamp)

(Stamp)
PROPOSED AGENDA ITEM: Warrant Authorization

Prepared by: Scott Jones, Director-Fiscal Services

X Consent  

Board Date 9/15/10

Information Only

Discussion/Action

Background Information

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

Educational Implications

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

Fiscal Implications

The issuing of warrants affects all accounts and funds in the district and is supported by the district’s approved budget.
October 20, 2010
Accounts Payable Warrants

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<th>FUND DESCRIPTION</th>
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**TOTAL WARRANTS TO BE APPROVED:** $4,653,517.44

CC Jan Combes, Assistant Superintendent, Business Services
CC Scott Jones, Director of Fiscal Services
September 15, 2010

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

<table>
<thead>
<tr>
<th>Name/Employee #</th>
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<th>Comment</th>
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2010/11 Temporary Appointment(s) According to Board Policy

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<th>Name</th>
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<td>(beginning 9/9/10)</td>
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<td>Coombe, Kelly</td>
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<tr>
<td>DeLuna, Amy</td>
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<td>Ford, Greg</td>
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<td>Friedman, Mark</td>
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<td>(beginning 9/14/10)</td>
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<td>Southam, Kirsten</td>
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<td>Sylvester, Carol</td>
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Reappointment from Lay-Off

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<tr>
<td>Rose, Michelle</td>
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<td>August 30, 2010</td>
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Administrative Appointments

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<tr>
<td>Bettencourt, Joanne</td>
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Retirements/Resignations

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<td>Baldwin, Judy</td>
<td>Elementary</td>
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CHICO UNIFIED SCHOOL DISTRICT  
1163 E. 7TH STREET  
CHICO, CA 95928-5999

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

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<th>ACTION NAME</th>
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<td>AGUILERA, MARTHA</td>
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PROPOSED AGENDA
ITEM: Alternative School of Choice Self Evaluation of Sierra View Elementary School

Prepared by: Debbie Aldred

☐ Consent
☐ Information Only
☐ Discussion/Action

Board Date September 15, 2010

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

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

Fiscal Implications
There is a recommendation that would require extra funds for additional staff (aides). These funds are currently not available in the school’s budget for the 2010-2011 school year.
**Title: Proposed Agenda Item**  
Up-dated Academics Plus By-Laws and Guidelines

**Action:**  
X

**Consent:**

**Information:**

Prepared by: Debbie Aldred

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

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

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

**Additional Information**

**Recommendation**
My recommendation is to approve Sierra View's Academics Plus up-dated By-Laws and Guidelines.
Parent Advisory Council By-Laws

Academics Plus Program

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

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

ARTICLE ONE: PURPOSE

A. The PAC shall advise and assist the school district in the overall dissemination of programmatic information, planning, development, implementation, and evaluation relative to the goals and philosophy of the Academics Plus Program.

B. The PAC shall support the program teachers and the Sierra View School Community.

C. The PAC governs the Academics Plus Program Guidelines (Appendix Two), the Academics Plus Program “Parent Agreement” (Appendix Three) and the Academics Plus Program “Student Agreement” (Appendix Four).

D. The PAC shall coordinate and assist in all fundraising events and/or activities as deemed necessary to support the academic needs of the program.
ARTICLE TWO: MEMBERS & ELECTIONS

SECTION 1
COMPOSITION OF THE PARENTS ADVISORY COUNCIL
The PAC shall consist of six to eight parent members whose children are enrolled in the Academics Plus Program, and the Principal as an ex-officio member. All council members shall enjoy full rights and obligations of membership.

SECTION 2
MEMBERS
The members of the PAC shall be Chairperson, Vice-chairperson, Secretary, Financial Secretary, two Special Event Coordinators, and, when possible, two General Council Members.

SECTION 3
ELECTIONS
Three new officers shall be elected to the PAC each year. Any parent interested in running for membership must contact the PAC Chair or Vice-Chair within thirty (30) days prior to election. Seats on the council shall be filled by ballot and/or direct election.

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

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

SECTION 4
TERM OF OFFICE
Members shall serve for a two-year term, consisting of two full school years. A person who has served as a member for more than six months of a full term shall be deemed to have served a full term of the council. No member shall serve two consecutive terms. However, if a position on the board cannot be filled, then a previous member may serve another two year term, but not in the same position.

SECTION 5
VOTING RIGHTS
Members shall be entitled to one vote and may cast that vote on all matters submitted for a vote. Proxy voting shall not be permitted.
SECTION 6
RESIGNATION
Any member may resign by filing a written resignation with the Chairperson or Vice-chairperson of the PAC.

SECTION 7
VACANCY
Any vacancy on the council shall be filled in the accordance with Article 2, Section 3 of this document. If a seat remains unfilled after election, it shall be considered a vacant seat to be filled by appointment of the council-elect.

SECTION 8
Council members may not be related by blood or marriage or reside in the same household as the other members of the council.

SECTION 9
COUNCIL-ELECT
The Chairperson-elect may call meetings as necessary of the members-elect and the principal of the school, or a representative appointed by the principal, to ratify appointments of council members and/or to make plans for the coming year’s work.

ARTICLE THREE: DUTIES OF MEMBERS

SECTION 1
CHAIRPERSON
The Chairperson shall:
   a. Preside at all meetings
   b. Share in the development of the agenda
   c. Establish a “calendar of events” schedule by the first meeting of each school year
   d. Be a member ex officio of all committees
   e. Have all newsletters, flyers and/or notices approved by the principal, prior to distribution
   f. Be the official representative of the council
   g. Perform such other duties as may be prescribed in these by-laws or assigned by the council

SECTION 2
THE VICE-CHAIRPERSON shall:
   a. Act in the place of the Chairperson in his/her absence.
   b. Act as aide to the Chairperson
   c. Organize the PAC spring elections
   d. Distribute the Academics Plus Program “Parent Agreement” to parents at the beginning of each year and the “Student Agreement” to the students at the beginning of each year.
SECTION 3
THE SECRETARY shall:
   a. Keep the minutes of the meetings, both regular and special
   b. See that all notices are duly given in accordance with the provisions of these by-laws
   c. Update permanent records of the PAC with current year’s records
   d. Keep a register of the address and telephone number of each member
   e. Perform all duties incident to the office of Secretary

SECTION 4
THE FINANCIAL SECRETARY shall:
   a. Keep an accurate record of all financial transactions conducted by the PAC as documented by the monthly CUSD financial statement
   b. Work closely with the Principal to discriminate financial information
   c. Count and record any monies received by the PAC along with one other person

SECTION 5
TWO SPECIAL EVENT COORDINATORS shall:
   a. Arrange for educational assemblies, fundraisers and any other special events as voted on by the council
   b. Represent the PAC at all informational meetings such as New Parent Orientation and District sponsored Kindergarten Parent Orientation meetings

SECTION 6
TWO GENERAL COUNCIL MEMBERS shall:
   a. Be voting members of the Council, offering input and assistance without a defined role.
   b. Represent the PAC to the general parent-body of the school.

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

ARTICLE FOUR: HIRING OF STAFF

SECTION 1
TEACHER SELECTION WITHIN DISTRICT
   a. A minimum of one member of the PAC board, one teacher, and one parent will serve on the committee that will review internal teacher applicants for the Academics Plus Program and give input to the principal
   b. Any member of the committee shall recuse himself/herself from this process should there exist a conflict of interest with the applicant
   c. All members of the committee and ex-officio members shall hold any personnel matter discussed in the committee in the strictest of confidence
   d. The final decision(s) as to who is hired rests with the Chico Unified School District
SECTION 2
TEACHER SELECTION OUTSIDE DISTRICT
   a. All items listed in Section 1 above are incorporated herein by reference and made
      a part hereof as though fully set forth
   b. The Affirmative Action policy of the Chico Unified School District will be
      followed in the selection of personnel

ARTICLE FIVE: MEETINGS

SECTION 1
MONTHLY MEETINGS
The PAC shall meet regularly on a monthly basis during the academic year. All meetings
are open to all parents. In addition, a general election meeting shall be held each May.
The general election meeting should be the last one of the year. The members will set the
time for the meetings annually. At least one “Evening Meeting/Reception” will be held
per year to encourage greater participation from the general parent-body.

SECTION 2
NOTICE OF MEETINGS
The Chairperson and Principal will develop an agenda. Parents wishing to place items on
the agenda need to contact the PAC Chairperson and/or Principal one week prior to the
scheduled meeting. The agenda will be posted one week prior to the meeting.

SECTION 3
DECISIONS OF PAC
All recommendations of the PAC shall be made only after an affirmative vote of a
majority of its members in attendance, provided a quorum is in attendance.

SECTION 4
QUORUM
The presence of four of the members will constitute a quorum necessary for the
transaction of the business of the PAC. No decision of the PAC shall be valid unless a
majority of the members of the PAC concur by their votes.

SECTION 5
MEETINGS OPEN TO THE SCHOOL REPRESENTATIVES
All regular and special meetings of the PAC, and of its standing or special committee,
shall be open at all times to representatives from the school district.

SECTION 6
CLOSED SESSION
All personnel matters shall be deemed to be in closed session. Any discussion therefore
shall be deemed to be in the strictest of confidence.
ARTICLE SIX: COMMITTEES

SECTION 1
STANDING AND SPECIAL COMMITTEES
The PAC may from time to time establish and abolish such standing or special committee, as it may desire. No standing or special committee may exercise the authority of the PAC.

SECTION 2
MEMBERSHIP
Membership in the committees shall be voluntary.

SECTION 3
RULES
The rules contained in the current Robert Rules of Order, Newly Revised, shall govern the PAC, all standing and special committees.

ARTICLE SEVEN: TEACHER INVOLVEMENT

SECTION 1
FUND ALLOCATION
The PAC will work with staff to determine guidelines and make recommendations to the principal concerning the expenditure of allocated funds every year.

SECTION 2
STUDENT CLASSROOM PLACEMENT
The PAC has voted, in collaboration with Academics Plus Program faculty, to facilitate student movement between each of the Academic Plus classes. Teachers, working together shall make the assignments. If a concern arises about a child’s placement for an academic reason, the parent(s) should include this information in a letter to the principal. Without a very compelling reason your child’s placement will not be changed. The class list will be posted the day before school begins each year.

SECTION 3
TEACHER REPRESENTATION AT PAC MEETINGS
Teachers are encouraged to attend all meetings. A school year calendar will be posted for sign ups at the first of the school year. Teachers are to attend two meetings per year.
ARTICLE EIGHT: AMENDING THE BY-LAWS

SECTION 1
A two-thirds vote of members may adopt the amended by-laws provided a written notice of the meeting and proposed amendments was posted and given to each PAC member 30 days prior to the date of the meeting.

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

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

Director of Educational Services
Chico Unified School District
Claire Johnson, Chairperson
Parent Advisory Council
Academics Plus Program

Revised February 2010
ACADEMICS PLUS PROGRAM

GOALS & PHILOSOPHY

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

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

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

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

GOALS & PHILOSOPHY

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

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PROGRAM SPECIFICS

I. ORIENTATION

A. Fall and Spring
   1. Kindergarten orientation will be held before Back to School Night.
   2. An information night for incoming parents will be held by CUSD in the spring.
   3. A new parent orientation will be held in September.
   4. Attendance of Parent Advisory Council is strongly encouraged for all parents and teachers.

B. Observations and visitations for prospective parents
   1. Classroom visitations can be scheduled. It is recommended that these visits be made between October 1\textsuperscript{st} and April 30\textsuperscript{th} on Tuesdays, Wednesdays or Thursdays.
   2. A standard information package will be distributed and consist of the following: application, brochure, and guidelines.

II. REGISTRATION

A. Parents must register students on the designated CUSD \textbf{first} day for kindergarten registration at their school of residence. An application for the Academics Plus Program will be forwarded to Sierra View School.

B. Siblings of current students and children residing in the Sierra View neighborhood will be given first priority in kindergarten classes provided that they have registered on the first day for kindergarten registration at Sierra View.

C. Sierra View teachers’ children will receive first priority after siblings.

D. The principal will conduct a lottery draw with at least one PAC volunteer present to fill remaining kindergarten openings and establish a waiting list for the grade level.

E. The administration will establish and maintain a waiting list.

F. If a student leaves the program or denies an opening within the first 20 days of school then they must reapply for admission to the program. They are added to the end of the grade level waiting list when they reapply. Additionally, their new registration date will be the date they reapply to enter their child in the program. After 20 days they will not be penalized and will retain their position on the waiting list.
III. TEACHER REQUIREMENTS

A. Teachers will help to insure a successful Academic Plus Program by:
   1. Providing a weekly progress report on student’s academics and behavior;
   2. Assigning and monitoring homework;
   3. Facilitating parent conferences as needed;
   4. Assigning letter grades on report cards (grades 3rd – 6th);
   5. Having a teacher serve as a representative at PAC monthly meetings;
   6. Attending appropriate meetings.

B. Homework policy:
   1. Homework will be given 3 to 4 days a week except for kindergarten. The assignments are to be work that is done by the student outside of classroom time.
   2. Kindergarten may occasionally give homework.
   3. Recommended amounts of time for daily homework assignments are as follows:
      Grades 1st – 3rd 10 to 30 minutes
      Grades 4th – 6th 30 to 60 minutes
   4. Within the first two weeks of school, this policy will be handed out to parents and explained by the teacher either before or at Back to School night.

IV. PARENT REQUIREMENTS

Parents will assure a successful Academic Plus Program by:

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

A. The purpose of the PAC is to advise and assist the school district in the overall dissemination of programmatic information, planning, development, implementation, and evaluation relative to the goals and philosophy of the Academics Plus Program. The PAC supports the program teachers and the school community. The PAC also coordinates and assists in all fundraising events and/or activities as deemed necessary to support the academic needs of the program.  

B. Participation in the PAC is welcome and strongly encouraged by all Academic Plus Program parents; either by becoming a council member or simply attending and participating at PAC meetings and/or other PAC events.  

V. PROGRAM SUPPORT  

A. The administration will issue a school handbook with the discipline plan.  

B. The administration will support teachers in finding the best educational experience/placement for their students.  

VI. TEACHER SELECTION  

A. Prospective teachers will be given Academics Plus Program Guidelines before interviewing for positions.  

B. A Parent Advisory Council member will be on the interview and/or the selection panel.  

C. After final selection the candidate will be invited to attend a PAC meeting and share his/her background and teaching experience.  

VII. LIMITED ENROLLMENT  

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

VIII. GUIDELINES

A. The program as a whole should have the option to use materials listed on the State Board Approved Materials list that meet goals and philosophy of the Academics Plus Program.

B. The curriculum must meet with the district’s goals and objectives.

C. The curriculum must follow a definite progression building on skills acquired at each grade level.

IX. FORMAT FOR MATERIALS

A. Materials and teaching methods will be consistent with Academic Plus philosophy where the primary emphasis is on the basic academic skills in a more structured environment (see Primary Goals and Philosophy).

B. Materials will offer sequential and complete instructional units.

C. The classroom teacher will monitor the general progress of students in all academic subject areas.

D. Integration of problem solving will be ongoing to meet higher level thinking skills in all academic subjects.

E. Teachers’ materials and techniques will support the total class approach to teaching and provide opportunities for individual learning modalities.

Revised February 2010
APPENDIX THREE

Revised February 2010

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

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

ACADEMICS PLUS PROGRAM
PARENT AGREEMENT

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

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

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

Parent Signature

Date

Parent Signature

Date

Child’s Name

Grade

E-Mail Address

Phone Number
APPENDIX FOUR

February 2010

Sierra View Elementary School
1598 Hooker Oak Avenue
Chico, CA 95926
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Chico Unified School District
1163 East Seventh Street
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ACADEMICS PLUS PROGRAM
STUDENT AGREEMENT

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

1. I promise to consistently work, think and behave in the best way I know how and will do whatever it takes for my classmates and me to learn.

2. I will raise my hand and ask questions in class if I do not understand something.

3. I will arrive at school every day on time.

4. I will complete all of my homework and reading every night.

5. I will bring home my Weekly Reports, show them to my parents/guardian, and return them to school.

6. I will adhere to the Sierra View dress code: clothes shall be neat, clean and appropriate for school activities and sufficient to conceal undergarments. For reasons of health/safety all students will also wear appropriate footwear.

7. I am responsible for my own behavior and I will follow all school rules; from my teachers and from all staff at school. If I make a wrong choice, I will tell the truth to my teachers, accept responsibility for my actions and sincerely apologize to those who I have wronged.

8. I will be caring, respectful, responsible and honest.

_________________________  ________________________
Student's Signature        Date

_________________________
Student's Name

_________________________
Parent's Signature

_________________________
Teacher, Grade & Room #

_________________________
Date
PROPOSED AGENDA
ITEM: Alternative School of Choice Self Evaluation of Hooker
      Oak K-8 Open Structured Classroom School

Prepared by: Sue Hegedus

☐ Consent

X Information Only

☐ Discussion/Action

Board Date    September 15, 2010

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

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

Fiscal Implications
There are some recommendations that would require extra funds for staff development and teacher prep days. These funds are currently not available in the school’s budget for the 2010-2011 school year.
PROPOSED AGENDA ITEM: Accountability Progress & STAR Results Update

Prepared by: Michael Morris

☐ Consent  Board Date  September 15, 2010
☑ Information Only  
☐ Discussion/Action

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

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

Fiscal Implications
Mandated testing is reimbursed by the state.
PROPOSED AGENDA ITEM: Chinese Language and Culture Classes in CUSD
Prepared by: Joanne Parsley

☐ Consent
☒ Information Only  Board Date: September 15, 2010
☐ Discussion/Action

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

Education Implications
Expands after school enrichment opportunities

Fiscal Implications
None

Additional Information
Chinese Language and Culture
In
Chico Unified School District

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

Background Information:

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

Over the past two years (2008-2010) California State University, Chico has established a program in Chinese for both college students and school-age children in the Chico community. Interest in Chinese language and culture has been steadily growing. The University administration is committed to an unprecedented level of support to establish and develop a Chinese language and culture program that will provide students of all ages with the preparation that they need to be able to establish more meaningful links with China and the world.
Two years ago, the College of Humanities and Fine Arts, with generous support from the Office of the Department of Chinese Language which works developing international partnerships, established a flourishing Saturday afternoon Chinese language and culture community outreach program. This offer of a community outreach program started in October of 2008 to serve the needs of children in the local community who wanted to learn Chinese language and culture. In the fall of 2009, the program expanded into two elementary schools (Sierra View and Shasta) with the support of a volunteer teacher from Hanban. This expanded the total number of students involved in Chinese language and culture classes from 31 to 78. The two elementary school programs took place after school and were strongly supported by students and their families. A short presentation regarding the success of these programs was presented to the CUSD School Board during the Superintendent’s report on December 2, 2009. Dr. Joel Zimbelman, Dean of the College of Humanities and Fine Arts and Dr. Frank Li, CSUC professor, presented information on the elementary Chinese language programs at CSUC, Shasta and Sierra View elementary schools. Larry Spini, principal at Shasta introduced Jenny Zang, the Chinese teacher, and four of her students: Mason, Brady, Delaney, and Aiden, who demonstrated a lesson in Chinese and English.

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

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

In addition to providing and promoting Chinese language and culture instruction through CSU, Chico, our local university, and local schools, a wide range of cultural activities will follow from these relationships. For instance, we will hold Chinese language contests for local school students, arrange related field trips, organize celebrations and cultural activities for traditional Chinese holidays, and offer a lecture series on various topics related to Chinese language and culture. The range of activities and efforts to be planned and implemented through the classes will have a focus on enhancing the mutual understanding and friendship between the Chinese people and other peoples of the world, promoting economic and trade cooperation as well as educational, scientific, and cultural exchanges. Through our partnership with CSUC, we will seek to enhance the academic standards in our enrichment offerings.
Plans for 2010-11 School Year:

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

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

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

PARTICIPATING SCHOOLS
Shasta, Sierra View, Parkview, Chapman, Hooker Oak,
Neal Dow, Marsh Junior High and Chico High School
PROPOSED AGENDA ITEM: Chico Green School Notice to Remedy

Prepared by: John Bohannon

☐ Consent
☐ Information Only
☒ Discussion/Action

Board Date: Sept. 15 2010

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

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

1. Chico Green School’s first day of instruction was Tuesday, September 7, 2010. The District has received information that the school has not yet hired teachers in all of the areas creditable under the “A” to “G” admissions requirements for UC/CSU, including but not limited to the following: Pre-Calculus, Trigonometry, Physics, Advanced Foreign Language & Immersion.

2. The Chico Green School charter states that “[w]e will begin our first year with a population of 50 students in the 9th and 10th grades. Over the next few years we intend to grow to a size of approximately 200 students in 9th through 12th grades.” (Charter Petition, p. 1) As of September 7, 2010, the Chico Green School website, under the “Enroll Now” link, states that “Chico Green School is pleased to announce that we are now accepting enrollment for the 11th grade” and Green’s school enrollment shows approximately 10 11th graders enrolled.

3. The District has been informed that the charter school has failed to develop curriculum for the educational program set forth in the charter, and that the charter school has failed to implement industry-standard attendance accounting practices.

4. At least two members of the Chico Green School Board have resigned since September 1, 2010. The District also believes that the Board Chair and Secretary have submitted or will soon submit their resignation as well. Such rapid turnover in Board membership during the crucial opening weeks of school threatens the charter school’s governance and operations. In addition, after the Board of Directors placed the Director on administrative leave on September 5, 2010. Therefore, in addition to the Board turnover, the school has no director.

5. The Board recently took personnel action with respect to the charter school’s director. The District believes that a quorum of the Board may have met with the school’s staff during the first week of September to discuss personnel matters without an agendized meeting, in violation of the Brown Act. (Government Code section 54952.2, 54954.2.)

6. The minutes of the Board’s meetings appear to be inaccurate in terms of recording the votes cast by Board members, and/or the Board members present when action was taken. In some instances, votes are recorded as “unanimous” even though the
number of persons voting differs from the number of members present. *(See, e.g., Minutes from meetings of July 25, 2010, September 3, 2010).*

7. The District believes that the Board of Directors has not complied with the posting requirements of the Brown Act, including the failure to post agendas of all meetings at the school site.

8. The District has been informed that the charter school’s facility does not maintain a sufficient number of fire extinguishers to meet legal requirements.

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

**Educational Implications**

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

**Fiscal Implications**

**Additional Information**

Violations of the Charter petition, health and safety violations and violations of the Brown Act are all reasons a charter can be revoked.
PROPOSED AGENDA ITEM: Pivot On-line Charter Material Change

Prepared by: John Bohannon

☐ Consent
☐ Information Only
☒ Discussion/Action

Board Date: September 15, 2010

Background Information

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

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

Educational Implications

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

Fiscal Implications

Additional Information

The first day of instruction for Pivot is scheduled for Sept. 27, 2010. Currently, they have enrolled two sixth graders for whom the a-g requirement does not impact.
PROPOSED AGENDA ITEM: Budget Update
2009-10 Year End Unaudited Actual Financial Statement

Prepared by: Jan Combes
Assistant Superintendent, Business Services

___ Consent
___ Information Only
X Discussion/Action

Board Date: 09/15/2010

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

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

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

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

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

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

The $18.35 million ending fund balance is composed of:
• $303,814 in revolving cash, prepaid expenditures and warehouse stores inventory, making these funds unavailable for budget allocation
• $240,700 in Unrealized Gains of Investments (equity in the market that would not be realized unless we sold our investments), making these funds unavailable for budget allocation
• $2.1 million in “unrestricted” funds that remain designated carryover for schools, programs, and one-time expenses that were not completed by the end of 2009-10; these dollars will be added to the working budget during September and reflected as part of the expenses for 2010-11 at the First Interim Report
• $4.6 million in legally “restricted funds” including $2.4 million of the federal American Recovery and Reinvestment Act School Fiscal Stabilization Funds (ARRA - SFSF) that are, in fact, being used for general operating purpose; these dollars will be reallocated to be spent in 2010-11.
• $11 million in unrestricted, undesignated reserves (11%) as of June 30, 2010 which is $1 million more than projected in June, 2010.
• The increase in the reserves represent 1% of a $100 million dollar budget
• An analysis of the budget variances by type of expense is attached

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

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

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

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

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<th>Budget</th>
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<td>Other State</td>
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<td>Transfers In</td>
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**Additional Revenues**

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<td>Other Outgo/Indirect Cost</td>
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<td>Transfers Out</td>
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**Reduced Expenditures**

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<td>Ending Fund Balance, Unrestricted</td>
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<tr>
<td>Revolving Cash Fund</td>
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<td>Increased Stores Inventory</td>
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<td>Prepaid Expenses</td>
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<td>3% Reserve for Economic Uncertainty</td>
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<td>Decrease in Fair Market Value</td>
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<td>Funds Carried for Programs and Sites</td>
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<td>Improvement in Undesignated Funds</td>
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Prepared by Jan Combes  
September 8, 2010
TITLE: Architectural Agreement – Chico High School Lincoln Hall/Field House
Stafford King & Wiese Architects

Action  X
Consent
Information

September 15, 2010

Prepared by: Michael Weissenborn, Facilities Planner/Construction Manager

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

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

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

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

Recommendation
It is requested that the Board of Education authorize the Assistant Superintendent,
Business Services to approve and execute the Professional Services Proposal for Stafford
King Wiese Architects.
September 8, 2010

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

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

PROFESSIONAL SERVICES PROPOSAL

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

PROJECT DESCRIPTION

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

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

Form Goals:
The pieces of the project that make up the look and feel will help redefine the Chico High School campus' overall environment, including the circulation and architectural character. The new architecture will be sensitively developed, keeping the high school context and surrounding...
neighborhood in mind. The aesthetic will reflect a collegiate, professional and timeless look through materials and their application, throughout the finished project.

**Sustainability Goals:**

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

**SCOPE OF WORK**

**Task 1: Pre-design**

**Goals:**

Establish the overall vision, program, scope, and placement of the project.

**Outcomes:**

Supporting information that allows solid decision making by the Instructional Site Council and the Facility Staff.

**Decisions:**

Confirmation and direction of the components of the project and the location for those elements.

**Deliverables:**

Presentations and supporting documentation to determine project parameters, including a detailed project program.

**Process:**

A series of workshop meetings with various stakeholder groups to develop the program definition, facility placement, and final project budgets. The process will include the following steps:

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

**Schedule:**

The assessments will take place late in July of 2010 with stakeholder group meetings happening during the week of August 16, 2010. See attached "draft" schedule.
COMPENSATION
The architectural fixed fee will be $70,000.00.

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

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

If this proposal is acceptable please indicate by signing below.

Stafford King Wiese Architects

By: Pat Derickson, AIA – President

Chico Unified School District

By: Kelly Staley, Superintendent
TITLE: Architectural Agreement – Inspire School of Arts and Sciences Housing
NTD Architecture

Action   X
Consent   
Information

September 15, 2010

Prepared by: Michael Weissenborn, Facilities Planner/Construction Manager

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

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

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

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

Recommendation
It is requested that the Board of Education authorize the Assistant Superintendent,
Business Services to approve and execute the Inspire High School Facilities Master Plan
and Schematic Design Agreement with NTD Architecture.
Exhibit A
Inspire High School Facilities Master Plan and Schematic Design Agreement
NTD Project #: 2010-0105-00

PROJECT DESCRIPTION

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

Scope of Services

Develop The Master Plan

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

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

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

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

Approach

Step 1: Build Common Understanding, Beliefs & Vision

- Primary Goals:
  - IHS has an existing mission and goals, which will form the basis of discovery and assessment. Building upon this vision we will build Consensus of Shared Vision through Visioning Process, Facility Analysis and Research.

- Task Overview:
  - Site Review on six District Sites- Committee Recommendations
  - Develop Summary of Existing Community Context, Facilities and Programs
    - Existing Demographics Review
    - Learning Goals and Strategies
    - State & National Standards
    - Stakeholder’s Perspectives
    - Facilities Assessment
8.2.3.
Page 3 of 10

- Consider What Could Be; Common Future Focus
  - Current Research and Best Practices
  - What IHS Does Best, What It Needs to Improve
  - Future Trends and Implications
  - Changing Expectations for Children, Families, and Schools
  - Formalize Shared Beliefs
  - Education, Schools, Community
  - Craft Collective Vision for Education

- Outcomes and Deliverables:
  - Detailed Summaries of Tasks Listed Above
  - Prioritized Summary of Facility Needs
  - Statement of Purpose

**Step 2: Determine Educational Needs**

- Primary Goals:
  - IHS has an existing Educational Goals, which will form the basis of discovery and assessment of Educational Needs; through investigations of School/Community Trends, Clarification of School and Community Educational Vision, and Presentation of Facility/Program Opportunities.

- Task Overview:
  - Review Regional Demographic and Enrollment Projections as itemized by IHS.
  - Discuss, Clarify, and Prioritize Shared Beliefs and Vision
    - School to College/Career linkage; Increased Parent and Community Involvement; Integrate Schools with Community (joint-use opportunities); Stimulating Educational Opportunities; and Schools as Host of Before and After-School Centers to Better Serve Families,
    - What Programs Would We Really Like to Offer to Our Students
    - Summary of Specific Group Needs
    - Summary of Whole Community Needs
    - Overview of Needs Summarized as Shared Beliefs
    - Ability of Ex. Facilities to Meet Current and Future Curricular Needs

- Develop List of Facilities Needs and Opportunities
  - Educational Program Needs
  - Prepare and Serve Fresh and Healthy Foods
  - Playgrounds Include a Variety of Play and Exercise Opportunities
  - Pull-out Spaces in Schools Are Appropriate for the Uses
  - Staff Work Space that is Adequate and Addresses Special Needs
  - Green/Sustainable Facility Options and Corresponding Educational/Curriculum Opportunities
  - Student Safety Upgrades Such As Safe Walking, Biking, Drop-Off Areas as well as Well-Monitored Indoor and Outdoor Group Areas
  - Community Use Opportunities

- Conduct Site Visit to an alternative project based learning program; New Technology High School or other program of comparative nature to Inspire.
Outcomes and Deliverables:
- Detailed Summaries of Tasks Listed Above Including:
  - Summary of Demographic and Enrollment Trends and Projections
  - Summary of Educational Needs
  - Summary of Facility/Program Opportunities
- Educational Needs Summary and Narrative

Step 3: Identify Funding Resources & Options

Primary Goals:
- Identify Funding Resources and Options by Identifying Traditional Sources as well as by Exploring Unique Strategies and Partnerships

Task Overview:
- Identify Significant Private and Public Resources
- Explore Partnerships, Financing, and Relationships
- Investigate Strategies to Maintain Fiscally Sound Operating Practices to Preserve Funding for Instructional Program
- Strategize Opportunities to Share Community and School Resources by Viewing Larger Community as our Floor Plan

Outcomes and Deliverables:
- Detailed Summary of Funding Resources and Options

Step 4: Develop Recommendations

Primary Goals:
- Develop Facilities Recommendations that Prioritize Needs and Take Into Account Funding and Other Limitations

Task Overview:
- Develop Facilities Recommendations through Conceptual Planning & Design
- Incorporate Response to Existing Conditions, Beliefs, Needs, and Resources
- Address Limitations and Constraints
- Check Recommendations for Feasibility, Consistency, and Parity

Outcomes and Deliverables:
- Detailed Summary of Facilities Recommendations

Step 5: Seek Input from the Larger Community

Primary Goals:
- Build Consensus by Seeking Input From Larger Community and Market Community Outreach Process

Task Overview:
- Establish Community Communication Plan
- Steering Committee Newsletter/Updates
- Involve Local Media/PR
- Broad Stakeholder Outreach
- Public Listening, Recording, and Responding
• Outcomes and Deliverables:
  o Documented Community Consensus-Building Process That Supports Moving Forward with Creation and Implementation of Master Plan

**Step 6: Create the Master Plan (Schematic Design)**

• Primary Goals:
  o Develop Master Plan Document which is equivalent to a Schematic Design package that incorporates Community Feedback and Recommendations

• Task Overview:
  o Prioritize Recommendations
  o Identify Action, Timeline, Resources, and Assignments
  o Draft Master Plan Document
  o Submit Plan For Discussion and Input

• Outcomes and Deliverables:
  o Final Master Plan Document:
    • Schematic Design Documents
    • Outline Specifications
    • Cost Estimate
  o Board Final Approval
  o Celebration of Milestone (Community Relations)
Exhibit B
Inspire High School Facilities Master Plan Agreement
NTD Project #: 2010-0105-00

COMPONENTS OF A FACILITIES MASTER PLAN FOR INSPIRE HIGH SCHOOL

- Review of Educational Program and IHS Vision/Goals (provided by IHS)
- Analysis of Existing Facilities & Needs
- Review of Demographics and Trends (provided by IHS)
- Prioritization of Current and Future Needs
- Analysis of Financing Options Available
- Detailed Plan for Implementation
- Community Process
Exhibit C
Inspire High School Facilities Master Plan Agreement
NTD Project #: 2010-0105-00

PROJECT SCHEDULE (Preliminary Draft)

Information Gathering
Site Surveys
August – September 2010

Step 1: Build Common Understanding, Beliefs & Vision
- Introduction, Goals, Site Selection
  Week of 8/23
- Develop Summary of Existing Community Context, Facilities and Programs
  o Consider What Could Be; Common Future Focus
  Week of 9/6

Step 2: Determine Educational Needs
- Review Regional Demographic and Enrollment Projections as itemized by IHS.
  o Discuss, Clarify, and Prioritize Shared Vision
  Week of 9/20
- Develop List of Facilities Needs
- Conduct Site Visit
  Week of 9/27
- Finalize List of Facilities Needs
  Week of 10/4

Step 3: Identify Funding Resources & Options
- Funding Resource Options
  Week of 10/4

Step 4: Develop Recommendations
- Conceptual Planning & Design- Part 1
  o Incorporate Response to Existing Conditions, Beliefs, Needs, and Resources
  Week of 10/18
- Conceptual Planning & Design- Part 2
  o Address Limitations and Constraints
  o Check Recommendations for Feasibility, Consistency, and Parity
  Week of 11/1

Step 5: Seek Input from the Larger Community
- Steering Committee Input
  On-Going
- Community Input
  Week of 11/15
- Board Workshop- Draft FMP
  TBD

Step 6: Create the Master Plan
- Schematic Design
  11-1 through 12/17
- Board Presentation / SD Approval
  TBD
PROPOSED EXPANDED SCHEDULE
(To be executed under subsequent agreement following approval of Facilities Master Plan)

Schedule Option 1: Traditional (Single Phase)

Site & Building Development Package

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

Schedule Option 2: Alternative (Multiple Phase)

Site Development Package

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

Building Development Package

Design Development                      January - February
Construction Documents                  March - May
Agency Submittal                        May - October
LLB: Bidding / Negotiations             September - October
Construction Administration             October – On-going
Occupancy                               August 2012
Exhibit D
Inspire High School Facilities Master Plan Agreement
NTD Project #: 2010-0105-00

ARCHITECTURAL FEE SCHEDULE

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

Basic Services
- Programming & Collaborative Planning: $62,500
- Schematic Design: $75,000
  Subtotal: $137,500

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

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

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

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

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

Sincerely,

Jordan Knighton, AIA
Partner
NTD Architecture
C-15848

<table>
<thead>
<tr>
<th>Approval</th>
<th>Date</th>
</tr>
</thead>
</table>

Printed Name & Title
Exhibit E
Inspire High School Facilities Master Plan Agreement
NTD Project #: 2010-0105-00

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

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

Other:
- Name and Contact Information For All Services and Utilities Serving IHS.
- Demographics Information
- Design/Construction Standards
- Potential Community Partnerships
- Any Prior CDE, OPSC, State Application/Submittals.
- Charter Petition
- Educational Specifications
TITLE: Architectural Agreement – Pleasant Valley High School New Classroom Building – Nichols, Melburg and Rosetto Architects and Engineers

Action ___ X ___ Consent __________ Information __________

Prepared by: Michael Weissenborn, Facilities Planner/Construction Manager

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

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

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

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

Recommendation
It is requested that the Board of Education authorize the Assistant Superintendent, Business Services to approve and execute the Facility Design Agreement for Nichols Melburg and Rosetto Architects and Engineers.
FACILITY DESIGN AGREEMENT BETWEEN DISTRICT AND ARCHITECT

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

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

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

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

Project Location(s): 1475 East Avenue
Chico, California 95928

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

UNDERSTANDING OF PROJECT

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

SECTION 1 – ARCHITECT’S SERVICES & RESPONSIBILITIES

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

1.1 PROGRAMMING PHASE

Using data, provided by District, Architect shall develop an Education Specification and block diagrams for District’s review and critique. Included are the following services:
1.1.1 Meetings with District to determine the required features, adjacencies between individuals or work groups, equipment needs and other programmatic elements of the project.

1.1.2 Based in part on demographic information provided by District, prepare an Educational Specification identifying the size and key components for each space and the overall required size of the facility based on projected needs.

1.1.3 Evaluate the existing campus electrical and life/safety systems to determine their adequacy to support the proposed building addition.

1.1.4 Prepare block diagrams for a maximum of three floor plan/site plan configurations and revise and refine the option selected by District once prior to the initiation of the Preliminary Design Phase.

1.1.5 Present the final programming documents to District, Campus Staff, Instructional Council Members and, if requested by District, present the final programming documents to the CUSD trustees at a public meeting.

1.2 PRELIMINARY DESIGN PHASE

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

1.2.1 Architect shall engage Civil Engineer approved in advance by District and complete the following:

1.2.1.1 Research and document existing utility locations ingress and egress points, existing easements, right of way dedications, and building setbacks.

1.2.1.2 Conduct a topographic study to document existing underground utilities and locate existing improvements, their relationship to each other and to a vertical elevation control point (datum point).

1.2.1.3 Research the required offsite improvements resulting from project construction with agencies having jurisdiction (i.e. curb, gutter, and sidewalk, storm drainage and other public improvements or additional right-of-way dedications).
1.2.2 Prepare an initial site plan, floor plans and exterior elevations and revise and refine these twice based on District's review and critique.

1.2.3 Prepare two preliminary exterior design concepts and revise and refine the selected option twice based on District's review and critique.

1.2.4 Prepare final colored presentation site plan and floor plans.

1.2.5 Prepare final colored exterior renderings of the proposed project.

1.2.6 Assist District and their selected Lease, Lease-back General Contractor in their development of the preliminary opinion of cost for construction of the Project.

1.2.7 Present the final Preliminary Design documents to District, Campus Staff, and Instructional Council members and, if requested by District, present the final Preliminary Design documents to the CUSD trustees at a public meeting.

1.3 CONTINGENT ADDITIONAL SERVICES

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

1.3.1 Preparation of owning or operating cost studies, life cycle cost analyses, energy effectiveness studies or compilation of operation and maintenance manuals.

1.3.2 Structural, mechanical or electrical engineering or plumbing design other than the electrical capacity investigation described in the Programming Phase (Section 1.1).

1.3.3 Work involving use permits, general plan amendments or other forms of land use entitlements.

1.3.4 Design of off-site improvements or extensions of off-site utilities made necessary by the proposed Project discovered in the Preliminary Design Phase (Section 1.2).

1.3.5 Civil engineering or site design including modification to existing site or off-site improvements beyond the site investigation described in the Preliminary Design Phase (Section 1.2).
1.3.6 Landscape or irrigation system design.

1.3.7 Interior Design Services including but not limited to selection of window coverings, furniture and artwork.

1.3.8 Work involving making or processing applications for service through local utility companies.

1.3.9 Renderings, models, computer generated animations or other forms of presentation materials beyond those described in the Preliminary Design Phase (Section 1.2).

1.3.10 Work involving environmental impact reports or other forms or environmental studies.

1.3.11 Preparation of Parcel Maps, easement plats and/or legal descriptions, American Land Title Association (ALTA) surveys and maps or flood studies.

1.3.12 Work required due to the discovery of asbestos or other hazardous materials.

1.3.13 Design work beyond that identified in the Programming Phase (Section 1.1) and the Preliminary Design Phase (Section 1.2), Contract document preparation, bidding assistance or construction administration services.

1.3.14 Preparation of Record Documents.

SECTION 2 - DISTRICT’S RESPONSIBILITIES

2.1 District shall, at its own expense, provide full information concerning its design objectives, programmatic and equipment needs, constraints and criteria. District shall furnish existing site plans, building plans and other data available as expeditiously as necessary for the orderly progress of Architect’s professional services.

2.2 District shall provide a current Title Report and other available information on ingress and egress restrictions or other restrictions that may exist on the Project site.

2.3 The information described in Section 2.1 and 2.2 shall be furnished at District’s expense and Architect shall be entitled to rely on its accuracy.
2.4 District, with consultation from Architect, shall make application to all agencies having jurisdiction over the Project and shall pay all plan review fees, permit fees, application fees and development fees.

2.5 District shall designate an individual to act as the prime liaison with Architect and Architect’s consultants. District shall furnish required information, review Architect’s work for conformity with District’s objectives and render approvals and decisions as expeditiously as necessary for the orderly progress of Architect’s services.

2.6 District, with consultation from Architect, shall develop a Project budget including reasonable contingencies for unknown conditions, bidding, minor defects or omissions in the design documents and escalation in the price of materials and labor.

2.7 District shall promptly render decisions to avoid unreasonable delay in the progress of Architect’s work.

SECTION 3 – HAZARDOUS MATERIALS

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

SECTION 4 - OWNERSHIP AND USE OF DOCUMENTS

4.1 All designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement are instruments of service but shall remain the property of the District pursuant to Education Code §17316.

4.2 This Agreement creates a non-exclusive perpetual license for the District to copy, use, modify, reuse or sub-license any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings and other documents, or...
any other works of authorship fixed in any tangible medium of expression including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

SECTION 5 - LIMITATION OF LIABILITY

5.1 Architect Indemnification. The Architect shall defend, indemnify, and hold harmless the District, the Governing Board of the District, each member of the Board, and their officers, agents and employees against the payment of any and all costs and expenses including, but not limited to, attorney's fees and litigation costs, claims, suits and liability resulting from, arising out of, or in any way connected with any negligent or wrongful acts or omissions of the Architect, the Architect's officers, employees, or consultants in performing or failing to perform any work, services, or functions provided for, referred to, or in any way connected with any work, services, or functions to be performed under this Agreement.

5.2 District Indemnification for Use of Third Party Materials. The District shall defend, indemnify, and hold harmless the Architect and its employees against any and all copyright infringement claims by any design professional formerly retained by the District arising out of Architect's completion, use or reuse of that former design professional's design or construction documents in performing this Agreement. Architect shall be entitled to such indemnification only if each of the following conditions are met: (a) Architect actually redraws or completes such other designs or construction documents; (b) Architect complies with the provisions of this Agreement regarding use of materials prepared by other design professionals; (c) District has supplied Architect with the previously prepared documents or materials; and (d) District expressly requests that the Architect utilize the designs or construction documents in question.

5.3 District Indemnification for Re-Use of Architect's Contractual Product. The District shall defend, indemnify and hold harmless the Architect and its employees against any and all claims arising out of reuse, by the District or any of its agents, of Architect's designs or construction documents as described in Section 4 of this Agreement.

5.4 It is understood and agreed that Architect has no constructive use of District's site; has no control or authority over the means, methods, and sequences of construction; and
therefore has no ongoing responsibility whatsoever for construction site safety, a responsibility that has been wholly vested in District's General Contractor.

SECTION 6 - TERMINATION OF AGREEMENT

6.1 Termination by District. This Agreement may be terminated or the Project may be cancelled by the District at any time for any or no reason immediately upon written notice to the Architect. In such event, the Architect shall be compensated for the services completed to the date of termination, together with compensation for such Additional Services performed after termination which are authorized by the District to wind up the work performed to the date of termination. Upon the District's request and authorization, Architect shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

6.2 Termination by Architect. This Agreement may be terminated by the Architect upon written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a description of the District's substantial failure to perform, status of work completed as of the date of termination together with a description, and a cost estimate of the effort necessary to complete work in progress. In such event, the Architect shall be compensated for services completed to the date of termination, together with compensation for such Additional Services performed after termination which are authorized by the District to wind up the work performed to the date of termination. Upon the District's request and authorization, Architect shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

6.3 Following the termination of this Agreement for any reason whatsoever, the District shall have the right to utilize any designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium or expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by the Architect. Architect shall promptly make any such documents or materials available to the District upon request without additional compensation.

6.4 In the event of the termination of this Agreement for any or no reason whatsoever, all designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium or expression including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect or any of its agents pursuant to the Agreement shall immediately, upon request by the District, be...
delivered to the District. Architect may not refuse to provide such writings or materials for any reason whatsoever including, but not limited to, a possessory interest lien for any claim the Architect may have against the District or a claim by the Architect to an ownership interest in the intellectual property embodied in the documents or materials.

SECTION 7 - BASIS OF COMPENSATION

7.1 Compensation due Architect for all services described in Section 1.1 and 1.2 shall be a fixed fee of NINTY-FIVE THOUSAND DOLLARS AND NO CENTS ($95,000.00).

7.2 Charges for Services described in Sections 1.1 and 1.2 shall be billed monthly, in proportion to the work actually completed, and in accordance with the attached Hourly Rate and Reimbursable Rate Schedule.

7.3 For Contingent Additional Services, provided under Section 1.3, compensation shall be on an hourly rates and charges basis in accordance with the attached Hourly Rate and Reimbursable Rate Schedule.

7.4 District shall be responsible for payment of Reimbursable Expenses which include actual expenditures made by the Architect in the interest of the Project for the following:

7.4.1 Expense of transportation, including mileage, airfare, rental car, and living expenses in connection with travel, authorized by District.

7.4.2 Long distance communications.

7.4.3 Fees paid for securing approval of authorities having jurisdiction over the Project.

7.4.4 Reproductions including those for Architect's office use (Blueprints, Plots, Copies, Photographs).

7.4.5 Postage and handling of Drawings and Specifications.

7.4.6 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the District in excess of that normally carried by Architect and Architect's consultants.

7.4.7 Preparation of Title 24 Energy Calculations.
7.5 Each payment to Architect shall be made in the usual course of District business after presentation by Architect of a claim approved by District's authorized representative designating the services performed, the method of computation of the amount payable, and the amount payable. District shall pay approved invoices within forty-five (45) days after proper submission by Architect.

SECTION 8 - MISCELLANEOUS PROVISIONS

8.1 This Agreement shall be governed by the laws of the State of California, except it will be conclusively presumed that both parties had an equal part in the drafting of this Agreement. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Butte County, California provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the School District.

8.2 District and Architect bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement. Neither District nor Architect shall assign or otherwise transfer his interest in this Agreement without written consent of the other except that Architect reserves the right to retain duly licensed persons, firms or corporations as engineering or design consultants for portions of the Work herein provided for.

8.3 If any one or more of the terms, provisions, or conditions of this Agreement are declared invalid, unenforceable, or void by a court of competent jurisdiction, none of the remaining terms, provisions, or conditions shall be affected and shall be valid and enforceable.

8.4 Notwithstanding any other provisions in this Agreement to the contrary, nothing herein contained shall be construed as:

8.4.1 Constituting a guarantee, warranty or assurance, either express or implied, that the Architectural Services will yield or accomplish a perfect outcome for the Project; or

8.4.2 Obligating Architect to exercise professional skill or judgment greater than that which can reasonably be expected from other architects currently practicing under like circumstances; or

8.4.3 An assumption by Architect of the liability of any other party.
8.5 In the event of any litigation arising from or related to this agreement or the services provided under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees, and all other related expenses in such litigation.

8.6 It is specifically agreed that in the making and performance of this Agreement, the Architect is an independent contractor and is not and shall not be construed to be an officer or employee of the District.

8.7 The Architect's records of accounts regarding the Project shall be kept on a generally recognized accounting basis and shall be available to the District or its authorized representative at mutually convenient times.

8.8 All notices, certificates, or other communications hereunder shall be deemed given when: a) personally delivered; b) mailed by postage prepaid certified mail; or c) e-mail or facsimile, when accompanied by a proof of delivery and receipt, to the parties at the addresses first written above.

8.9 The Architect shall have the right to include representations of the design of the Project among the Architect's professional materials. The Architect's materials shall not include the District's confidential or proprietary information if the District has previously advised the Architect in writing of the specific information considered by the District to be confidential or proprietary.

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

Architect

David A. Rogers
C26604
Nichols Melburg & Rossetto

Chico Unified School District:

By: ______________________________

Title: ______________________________

Signature (Person signing represents they are Legally authorized to sign on behalf of entity)
Nichols Melburg & Rossetto Architects
Hourly Rate and Reimbursable Rate Schedule
As of June 1, 2010

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
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<tbody>
<tr>
<td>Principal Architect/Structural Engineer</td>
<td>$170.00/hour</td>
</tr>
<tr>
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<tr>
<td>Clerical</td>
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</table>

REIMBURSABLE EXPENSE RATES:

- **REPROGRAPHICS**
  - In-House Prints (24"x36").......................... $2.50/each
  - In-House Prints (24"x36") for Qty. > 100/per order... $2.00/each
  - In-House Prints (30"x42").......................... $3.50/each
  - In-House Prints (30"x42") for Qty. > 100/per order... $3.00/each
  - Prints (24"x36'/30"x42") printed by outside source... $1.00/each (Available on Construction Sets ONLY) Actual Expense + 10%
  - Copies (8-1/2x11).................................. $0.10/each
  - Copies (8-1/2x14).................................. $0.15/each
  - Copies (11x17)...................................... $0.20/each
  - Color Copies (8-1/2x11).............................. $0.50/each
  - Color Copies (11x17)................................ $0.75/each

- **TRAVEL EXPENSES**
  - Mileage................................................ Current IRS allowed amount

- **COMPUTER EXPENSES**
  - Comp. Plots (24"x36" Bond- black and white)........... $4.00 per plot
  - ½ size Plots........................................... $2.00 per plot
  - (30"x42" Bond- black and white)...................... $5.00 per plot
  - ½ size Plots........................................... $2.50 per plot
  - (11"x17'/8-1/2"x11" Bond- color).................... $5.00 per plot
  - (24"x36" Bond- color)................................ $20.00 per plot
  - (30"x42" Bond- color)................................ $25.00 per plot

  Electronic transfer of drawing files............................ $50.00 per dwg
  for other than NMR and sub-consultant use

- **AGENCY FEES**
  - Approval and Plan Check Fees.......................... Actual Expense + 10%

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

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

Action X
Consent Information

September 15, 2010

Prepared by: Michael Weissenborn, Facilities Planner/Construction Manager

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

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

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

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

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

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

Newcomb Anderson McCormick Energy Engineers

Name:
Street Address/POB: 201 Mission Street, Suite 2000
City, State, Zip Code: San Francisco, CA 94105
Phone: 415-896-0300

Taxpayer ID/SSN: 
This agreement will be in effect from: 09/15/10 to 12/30/10
Location(s) of Services: (site) District Wide

3. Scope of Work to be performed: (attach separate sheet if necessary)
   Original estimates for the feasibility analysis and revisions to the Request for Proposals resulted in
   additional hours spent by the consultant.

4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant services:
   Developing an RFP to acquire energy through a Power Purchase Agreement.

5. Funding/Programs Affected: (corresponding to accounts below)
   1) Redevelopment Fund 42
   2) 
   3) 

6. Account(s) to be Charged:
   Pct (%)  Fund  Resource  Proj/Yr  Goal  Function  Object  Expense  Sch/Dept
   1) 100.00  42  0000  0  0000  8500  5800  14  510
   2)       0000  0  0000  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)

   $ 185.00  Per Unit, times 120.00  # Units =  $ 19,800.00  Total for Services
   (Unit:  □ Per Hour  □ Per Day  □ Per Activity)

9. Additional Expenses:

   $  $  
   Total for Addit’l Expenses  0.00

$ 19,800.00 Grand Total

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

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

Consultant Name:   Newcomb Anderson McCormick

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 Superintendents, 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 assure the satisfactory completion thereof. Consultant agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become, applicable to Consultant, Consultant’s business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.

9. The District will determine whether the Consultant will be paid by vendor check as a Consultant or payroll check as a Contract Employee (with taxes withheld) by reviewing the completed Certificate of Independent Consultant Agreement (a blank sample may be viewed at http://www.chicosd.org/_deptbusiness/documents/Consultant_Agreement.pdf). IRS Publication 505 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.)

   (Signature of Consultant)   

   (Print Name)   

   (Date)  

12. RECOMMENDED:

   (Signature of Operating Administrator)   

   Michael Weissborn, Facilities Planner   

   (Print Name)   

   (Date)  

13. APPROVED:

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

   Jan Combes, Asst. Superintendent   

   (Print Name)   

   (Date)  

   [ ] Consultant  

   [ ] Contract Employee   

   (Signature of District Admin - Business Services)   

   Scott Jones, Director, Fiscal Services   

   (Print Name)   

   (Date)  

14. Authorization for Payment:

   CHECK REQUIRED (Invoice to accompany payment request):

   [ ] Partial Payment thru:   

   (Date)  

   [ ] Full or Final Payment   

   DISPOSITION OF CHECK by Accounts Payable:

   (check released upon completion of services)

   ☐ Send to Site Administrator:  

   (Date check required)  

   ☐ Mail to Consultant  

   $   

   (Amount)   

   (Originating Administrator Signature – Use Blue Ink)  

   (Date)  

consultant.agreement rev 8/06 ms 2  

8/28/08
PROPOSED AGENDA ITEM: Public Disclosure of AB 1200 document and Approval of a tentative agreement between CUSD and CSEA, Chapter 110 regarding Employee Assistance Program (EAP)

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

☐ Consent

☐ Information

☒ Discussion/Action

Board Date September 15, 2010

Background Information:

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

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

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

Educational Implications:

None

Financial Implications:

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

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

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

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

Bob Feaster
Assistant Superintendent
Chico Unified School District

Sean Sullivan, Chief Negotiator
CSEA, Chapter 110

Bev Patrick, Secretary
CSEA, Chapter 110
PUBLIC DISCLOSURE FORM
In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and SC 3547.5 and 3540.2
Chico Unified School District

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

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

<table>
<thead>
<tr>
<th>A. Proposed Change in Compensation</th>
<th>Fiscal Impact of Proposed Agreement for Concessions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eliminate Employee Assistance Plan</td>
<td>2010-11</td>
</tr>
<tr>
<td>effective Oct 1, 2010 $3 per month per employee</td>
<td>#REF!</td>
</tr>
<tr>
<td>Dollar Change</td>
<td>$ (13,125)</td>
</tr>
<tr>
<td>Percentage Change</td>
<td>-0.08</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B. Average Cost of Compensation per Employee</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 Total Number of Represented Employees</td>
</tr>
</tbody>
</table>

| 6 Total Reduction in Compensation per year per FTE | ($27) | ($36) | ($36) |

| C. Change to Fund Balance | $ 17,500 | $ 17,500 | $ 17,500 |

<table>
<thead>
<tr>
<th>D. What are the Terms of the Agreement?</th>
</tr>
</thead>
<tbody>
<tr>
<td>See attached Tentative Agreement: employees now have an EAP plan as part of Health Coverage through Butte School Self Funded Programs (BSSP)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E. Source of Funding for Agreement:</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A --- This Agreement is for Concessions from CSEA</td>
</tr>
</tbody>
</table>

Attachment No. 2
CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COST OF COLLECTIVE BARGAINING AGREEMENT

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

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

Budget Revisions will be incorporated into the September Revision.

__________________________________________
District Superintendent
(Signature)

9-9-10
Date

__________________________________________
Chief Business Officer
(Signature)

9/8/10
Date
CERTIFICATION NO. 2: CERTIFICATION OF ACCEPTANCE BY BOARD OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

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

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

[Signature]  9-10-10
District Superintendent (or Designee)  Date

Jan Combes, Assistant Superintendent Business  530-891-3000 ext 112
Contact Person  Phone

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

[Signature]  Date
President (or Clerk), Governing Board

Special Note: The Butte County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.
PROPOSED AGENDA ITEM: Resolution #1123-10/Elimination of Classified Services

Prepared by: Bob Feaster, Assistant Superintendent, Human Resources

☐ Consent  ☐ Information Only  ☑ Discussion/Action

Board Date: September 15, 2010

Background Information:

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

Educational Implications:

None.

Fiscal Implications:

The District will save the cost of these positions.

Recommendation:

Approval of resolution #1123-10
RESOLUTION 1123-10
RESOLUTION OF THE GOVERNING BOARD
OF THE CHICO UNIFIED SCHOOL DISTRICT

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

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

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

<table>
<thead>
<tr>
<th>Classification</th>
<th>Full-Time Equivalent</th>
<th>Site/Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>IA-Special Education</td>
<td>0.8125</td>
<td>CHS/Special Ed</td>
</tr>
<tr>
<td>IA-Special Education</td>
<td>0.2500</td>
<td>MJHS/Special Ed</td>
</tr>
<tr>
<td>Targeted Case Manager</td>
<td>0.5000</td>
<td>Rosedale/Categorical</td>
</tr>
</tbody>
</table>

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

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

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

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

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

BE IT FURTHER RESOLVED that the Board authorizes the District Superintendent to give notice to the affected classified employee(s) of the layoff in accordance with Education Code Sections 45117 and 45308 and pursuant to Article 4 of the current collective bargaining agreement and pursuant to Merit System rules, such notice to be given at least forty-five (45) working days prior to the effective date of each layoff as set forth above.
The Board authorizes and directs the Superintendent to carry forth all layoff proceedings resulting from the elimination of position(s) ordered herein above, including proceedings for layoff provided by the exercise of displacement rights and to service layoff notices to employees affected thereby. Where an employee displaces an employee holding a position in another class, the Superintendent is hereby authorized and directed to carry forth layoff proceedings resulting therefrom and to serve layoff notices to employees affected thereby. All such layoffs shall be as of the designated effective date, forty-five (45) working days from notices of layoff.

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

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

AYES:
NOES:
ABSTENTIONS:
ABSENT:

DATED this 15th day of September, 2010.

Clerk of the Governing Board of the Chico Unified School District