

CUSD Board of Education

Regular Meeting Agenda

Chico City Council Chambers

July 22, 2009

CLOSED SESSION – 5:30 P.M.

REGULAR BOARD MEETING – 6:00 P.M.



Board Members

Jann Reed, President

Dr. Kathy Kaiser, Vice President

Elizabeth Griffin, Clerk

Dr. Andrea Lerner Thompson, Member

Rick Rees, 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: 7/16/09

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

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

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 – July 22, 2009

Closed Session – 5:30 p.m.

Regular Session - 6:00 p.m.

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

AGENDA

1. CALL TO ORDER

2. CLOSED SESSION

1. Update on Labor Negotiations

Employee Organizations:

CUTA

CSEA, Chapter #110

Representatives:

Bob Feaster, Assistant Superintendent

Jan Combes, Assistant Superintendent

2. Public Employee Performance Evaluation

Per Government Code §54957

Title: Superintendent

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

3. RECONVENE TO REGULAR SESSION

1. Call to Order
2. Report Action Taken in Closed Session
3. Flag Salute

4. SUPERINTENDENT'S REPORT

5. CONSENT CALENDAR

1. GENERAL

1. Consider Approval of Minutes of Regular Session on June 24, 2009, Special Session on June 24, 2009, and Special Session on July 8, 2009
2. Consider Approval of Items Donated to Chico Unified School District

2. EDUCATIONAL SERVICES

1. Consider Expulsion Clearance of Students with the Following IDs: 25309, 29298, 29482, 35351, 35719, 36277, 36733, 36782, 36910, 37618, 39203, 39269, 39915, 40452, 41187, 41332, 42119, 42602, 42614, 42888, 43034, 43183, 50449, 50927, 53278, 56150, 56406, 56650, 59028, 59523, 60754, 61499, 61871, 66090, 67021, 67827
2. Consider Approval of the Field Trip Request for the CHS FFA Officers to attend an officer retreat at Lake Almanor from 7/31/09-8/2/09
3. Consider Approval of the Consultant Agreement with Julie Sawley, Consultant for Notre Dame School
4. Consider Approval of the Consultant Agreement with Creative School Resources and Research
5. Consider Approval of the Consultant Agreement with A+ Educational Centers
6. Consider Approval of the Consultant Agreement with Professional Tutors of America
7. Consider Approval of the Consultant Agreement with 100 Percent Learning Fun Center
8. Consider Approval of the Consultant Agreement with Club Z In-Home Tutoring Services, Inc.
9. Consider Approval of the Chico Junior High School Schoolwide Program
10. Consider Approval of Special Education Non-public School Placements

3. BUSINESS SERVICES
 1. Consider Approval of Accounts Payable Warrants
 2. Consider Approval of the Consultant Agreement with Computers for Classrooms
 3. Consider Approval of Intent to Enter Architectural Services Agreement with Nichols, Melburg & Rossetto Architects for the Pleasant Valley High School Culinary Arts CTEFP Grant Project
 4. Consider Approval of Nutrition Services Bids
4. HUMAN RESOURCES
 1. Consider Approval of Certificated Human Resources Actions
 2. Consider Approval of Classified Human Resources Actions
6. **DISCUSSION/ACTION CALENDAR**
 1. EDUCATIONAL SERVICES
 1. Discussion/Action: College Connection Calendar and Update (Sara Simmons)
 2. Discussion/Action: Educational Services Recommendation for Federal Stimulus Funds (School Fiscal Stabilization Funds) for 2009-10 and 2010-11 (Janet Brinson)
 3. Discussion/Action: Charter School Annual Reports (Sara Simmons)
 4. Information/PUBLIC HEARING/Discussion: Roads Online Charter School Petition Public Hearing (Sara Simmons)
 2. BUSINESS SERVICES
 1. Information: Year End Attendance Report (ADA) District-Wide and Year End Monthly Enrollment Report by Site (Jan Combes)
 2. Discussion/Action: Consider Selection of Vendor for Parcel Tax Survey (Jan Combes)
 3. HUMAN RESOURCES
 1. Information: Discussion Regarding Possible New Certificated Positions (Bob Feaster)
7. **ITEMS FROM THE FLOOR**
8. **ANNOUNCEMENTS**
9. **ADJOURNMENT**

MINUTES

1. CALL TO ORDER

At 5:00 p.m. the Board convened and retired into closed session.

Present: Jann Reed, Elizabeth Griffin, Rick Rees,

Absent: Dr. Kathy Kaiser, Dr. Andrea Lerner Thompson

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

Employee Organizations

Representatives

CUTA

CSEA, Chapter #110

Bob Feaster, Assistant Superintendent

Jan Combes, Assistant Superintendent

2.2 Public Employee Dismissal/Discipline/Release

Per Government Code §54957

3. RECONVENE TO REGULAR SESSION

Present: Jann Reed, Elizabeth Griffin, Rick Rees,

Absent: Dr. Kathy Kaiser, Dr. Andrea Lerner Thompson

3.1 Call to Order

At 6:05 p.m. Board President Reed called the Regular Session Meeting to Order in the City Council Chambers.

3.2 Closed Session Announcements

Board President Reed stated that the Board had been in closed session since 5:00 p.m. and there were no announcements.

3.3 Flag Salute

At 6:07 p.m. Board President Reed led the salute to the Flag.

4. SUPERINTENDENT'S REPORT

At 6:07 p.m., Board President Reed provided a positive update on the condition of Superintendent Staley who was injured as a result of a horseback riding accident.

At 6:10 p.m., Assistant Superintendent Feaster introduced Jeaner Kassel, Assistant Principal at Loma Vista, who along with several students reported on Downstream Fly Fishing, a successful program for special needs students now in its third year.

At 6:27 p.m. Mr. Feaster introduced Dave Scott, Director, who presented Lynn Koch, Bonnie Erickson, Susie McCoy and Julie Parker, nurses at CUSD. They presented a recap of what services the nursing staff provides in promoting children's health and learning.

At 6:28 p.m. Mr. Feaster announced a new fund raiser with Madison Bear Garden. During the month of July on Friday or Saturday, Madison Bear will donate \$1.00 per sandwich, burger or salad ordered.

5. CONSENT CALENDAR

At 6:30 p.m., Board President Reed announced in an addendum to the agenda, Item 6.1.3 should include all secondary and not just 7-8 grade level textbook recommendations. Also, at the end of this meeting a special meeting had been added to deal with a last minute closed session item, Conference with Legal Counsel. Board President Reed asked if there was anyone from the public or a board member who wished to pull any item for further discussion. There were no requests. Board Member Rees moved to approve the Consent Calendar, seconded by Board Clerk Griffin.

5.1 GENERAL

1. The Board approved Minutes of Regular Session 05/27/09.
2. The Board accepted the items donated to Chico Unified School District.

MINUTES

Donor	Item	Recipient
Ricketts	Books and T-Shirts @ \$71.32	Chapman
BoardMart Inc.	Skateboard Deck @ \$34.95	Chapman
Mazi Noble	\$200.00	Chapman
David & Betty Nopel	Books @ \$112.81	Citrus
Tanya Ledonne	Ice Maker @ \$160.00	Emma Wilson
The Foor Foundation	\$1,000.00	Little Chico Creek
Mary Ann Straub	\$100.00	McManus
Adam Babber	\$57.00	Neal Dow
America Lang	\$50.00	Parkview
Sharon F. Johnson	\$50.00	Parkview
Shasta PTO	\$45.00	Shasta
Ital Imports	Hacky Sacks @ \$15.00	Sierra View
Tom's Rocks & Gifts	Paperweight & Jewel Box @ \$20.00	Sierra View
CPOA Donation Fund	\$600.00	BJHS
Bidwell PTA	\$1,750.00	BJHS
Maureen Fredrickson	\$100.00	CJHS/Music
CJHS PTSA	\$700.00	CJHS
PG&E Corp. Foundation	\$25.00	MJHS
Bruce Dillman	Misc. Items @ \$579.87	CHS
Robin Coley	\$50.00	PVHS
All Metals Supply	300 Lbs Steel Rems @ \$195.00	PVHS
Trader Joe's	Soda @ \$39.26	PVHS
Lori Carlton	\$640.00	PVHS
Bob Feaster	\$10.00	PVHS
Paula O'Laughlin	Book @ \$17.00	PVHS/Library
Shelly Gilcrest	5 Testing Study Guides @ \$85.00	PVHS/Library
Gloria Harris	Book @ \$4.00	PVHS/Library
Linda Elliott	Books, Tapes, DVDs, etc. @ \$357.00	PVHS/Library
Chris Gulbrandsen	Books @ \$9.00	PVHS/Library
United Way Special Distribution	\$39.85	PVHS/Athletics
Grant & Kristi Stanley	\$40.00	PVHS/Athletics
Katie Monath	\$10.00	PVHS/Athletics
Anonymous	\$40.00	PVHS/Athletics
Vicky Matulich	\$100.00	FVHS

5.2 EDUCATIONAL SERVICES

1. The Board approved expulsions of students with ID's: 33977, 38781, 39154, 40060, 41758, 42266, 42378, 43001, 43999, 53574 and 54430.
2. The Board approved the Agricultural Vocational Education Incentive Grant.
3. The Board approved Consultant Agreement/Contract Employee to provide services to students at risk at PVHS and FVHS.
4. The Board approved the Field Trip to Yearbook camp in Sacramento.

5.3 BUSINESS SERVICES

1. The Board approved the Accounts Payable Warrants.
2. The Board approved the Declaration of Surplus Property & Disposal
3. The Board approved Resolution #1081-09: Energy Star Program

MINUTES

5.4 HUMAN RESOURCES

1. The Board approved the Certificated Human Resources actions:

Name/Employee #	Assignment	Effective	Comment
<u>Administrative Appointment 2009/10</u>			
Sheridan, Erica	Assistant Principal, Junior High	2009/10	Appointment
<u>Administrative Appointment Summer Session 2009</u>			
McKay, David	Principal, Summer Session	2009	Appointment
Kassel, Jeaner	Principal, Summer Session Loma Vista	2009	Appointment
<u>Summer Session Appointment(s) 2009</u>			
<u>Secondary</u>			
Allen, Mike	Hankins, Elizabeth	Manuel, Brent	Sasaki, Joshua
Burton, Beth	Jensen, Vallarie	Proctor, Jessamin	Smith, Megan
Chinchay, Marco	Kemp, Rich	Rix, Julie	Thao, Mai
Denney, Rochelle	Kortie, Jill	Rix, Kurt	Trualsen, Andrew
Fisher, Christina	Lourenco, Vickie	Rosales, Miranda	Tucker, Machele
<u>Special Education</u>			
Anderson, Galen	Clement, Holly	Maas, Michelle	
<u>Loma Vista</u>			
Blu, Melody	Erickson, Bonnie	Majors, Megan	Slapar, Milena
Carr, Christi	Feingold, Dana	Parker, Julie	Thomas, Georgianna
Carr, Jeff	Feulner, Carla	Roady, Vincent	Tracy, Jeff
Davis, Cateena	Holden, Christine	Robinson, Delbert	Valim, Sarah
DeGracia, Aaron	Kennedy, Sheryl	Samorano, Rebecca	Wilson, Bethany
Endemano, Maria	Lewis, Sandra	Sauberan, Aaron	
<u>Part-Time Leave Request(s) 2009/10</u>			
Allen, Joanna	School Psychologist	2009/10	0.1 FTE Leave
Capen, Elizabeth	Administration	2009/10	.20 FTE Leave (Policy #4475 STRS Reduced Workload)
Price, Maya	Secondary	2009/10	.40 FTE Leave
<u>Retirement(s)/Resignation(s)</u>			
Applegate, Barbara		June 5, 2009	Retirement
Detmer, Susan		June 5, 2009	Retirement
Goldsmith, Charlotte		June 5, 2009	Retirement

MINUTES

Knight-Richards, Carolyn

June 4, 2009

Resignation from .1
FTE of .9 FTE
assignment (remain .80
FTE)

Larson-Cannell, Karen

June 4, 2009

Resignation from Leave
of .40 FTE of 1.0 FTE
Assignment (remain .60
FTE)

2. The Board approved the Classified Human Resources actions:

<u>Action</u>	<u>Name</u>	<u>Class/Location/Assigned Hours</u>	<u>Effective</u>	<u>Comments</u>
APPOINTMENT	ARNOLD, NESTA	SCHOOL OFFICE MANAGER/ CITRUS/8.0	7/24/2009	VACATED POSITION/359/ GENERAL/0000
APPOINTMENT	GIFFIN, TERESA	IPS-HEALTHCARE/ LOMA VISTA/4.0	5/29/2009	VACATED POSITION/276/ SPECIAL ED/6501
APPOINTMENT	GREENLEAF, AMARI	IA-SPECIAL ED/ MJHS/2.0	8/12/2009	VACATED POSITION/334/ SPECIAL ED/6500
APPOINTMENT	GRIMES, LOUIS	CAMPUS SUPR/ CJHS/.5	6/8/2009	IN LIEU OF LAYOFF GENERAL/0000
APPOINTMENT	GRIMES, LOUIS	CAMPUS SUPR/ CJHS/.5	6/8/2009	IN LIEU OF LAYOFF CATEGORICAL/4124
APPOINTMENT	MAROSTE, SUMMER	LT IA-SPECIAL ED/ CJHS/5.0	5/12/2009- 6/4/2009	NEW LT POSITION/332/ SPECIAL ED/6500
APPOINTMENT	SCOWSMITH, KATE	IPS-HEALTHCARE/ SIERRA VIEW/2.0	5/18/2009	VACATED POSITION/255/ SPECIAL ED/6501
APPOINTMENT	TRUELSON, MEGAN	IA-SPECIAL ED/ PVHS/3.1	8/12/2009	NEW POSITION/18/ SPECIAL ED/6500
INCREASE IN HOURS	BOWEN, BARBARA	IA-COMPUTERS/ NEAL DOW/5.0	6/8/2009	IN LIEU OF LAYOFF CATEGORICAL/7250
INCREASE IN HOURS	DILTS, MURIA	IA-BILINGUAL/ PVHS/4.0	6/8/2009	IN LIEU OF LAYOFF CATEGORICAL/7250
INCREASE IN HOURS	RASH, JUDITH	IA-SPECIAL ED/ FVHS/5.9	7/7/2009	IN LIEU OF LAYOFF SPECIAL ED/6500
PROMOTION	EIBEN, TRACY	SR ACCOUNT CLERK/ NUTRITION/8.0	7/29/2009	VACATED POSITION/360/ NUTRITION/0000
TRANSFER W/INCREASED HOURS	MENDOZA, MARK	SCHOOL BUS DRIVER 2/ TRANS/6.3	8/11/2009	VACATED POSITION/397/ TRANSPORTATION/72 40
VOLUNTARY DEMOTION	STARNES, SANDRA	SR OFFICE ASST/ CHS/8.0	6/13/2009	VACATED POSITION/390/

MINUTES

				GENERAL/0000
VOLUNTARY DEMOTION & REDUCTION IN HOURS	HOFMANN, JANICE	IPS-HEALTHCARE/ LOMA VISTA/3.5	8/12/2009	VACATED POSITION/256/ SPECIAL ED/6501
VOLUNTARY REDUCTION IN HOURS	COPPAGE, DENISE	INSTRUCTIONAL ASST/ MCMANUS/3.0	6/8/2009	IN LIEU OF LAYOFF118/ CATEGORICAL/3010
VOLUNTARY REDUCTION IN HOURS	JOHNSON, GLEN	IA-SPECIAL ED/ PVHS/4.0	7/7/2009	IN LIEU OF LAYOFF349/ SPECIAL ED/6500
VOLUNTARY REDUCTION IN HOURS	SHERWOOD, JUDY	IA-SPECIAL ED/ CITRUS/2.5	8/12/2009	VACATED POSITION/298/ SPECIAL ED/6500
VOLUNTARY REDUCTION IN WORK YEAR	SIMMONS, ELIZABETH	IPS-CLASSROOM/ LOMA VISTA/3.5	8/12/2009	FROM 181 DAYS TO 167 DAYS
LAYOFF TO RE- EMPLOYMENT	COLLADO, JOSH	CAMPUS SUPR/ CJHS/.5 & .5	6/7/2009	LACK OF FUNDS
LAYOFF TO RE- EMPLOYMENT	CHRISTOPHERSE N, LEROY	SAFETY & LOSS CONTROL COORD/FACILITIES/8. 0	6/30/2009	LACK OF FUNDS
LAYOFF TO RE- EMPLOYMENT	PAYANO, TARA	IA-BILINGUAL/ PVHS/4.0	6/7/2009	LACK OF FUNDS
LAYOFF TO RE- EMPLOYMENT	WELCH, DAVID	IA-COMPUTERS/ NEAL DOW/5.0	6/7/2009	LACK OF FUNDS
LEAVE OF ABSENCE	SMITH, ANNIE	IPS-HEALTHCARE/ SIERRA VIEW/4.0	4/22/2009 - 6/4/2009	PER CBA 5.11
RESIGNED ONLY POSITION LISTED	BUCKNER, ANGELA	IPS-CLASSROOM/ HOOKER OAK/2.0	7/31/2009	VOLUNTARY RESIGNATION
RESIGNED ONLY POSITION LISTED	CASEY, LETITIA	IA-SR ELEMENTARY GUIDANCE/ MCMANUS/2.0	5/6/2009	VOLUNTARY RESIGNATION
RESIGNED ONLY POSITION LISTED	EIBEN, TRACY	CAFETERIA SATELLITE MGR/ CCDS/6.0	7/28/2009	PROMOTION
RESIGNED ONLY POSITION LISTED	HOFMANN, JANICE	SR LIBRARY MEDIA ASST/ CJHS/6.0	7/28/2009	VOLUNTARY DEMOTION
RESIGNED	MENDOZA,	SCHOOL BUS DRIVER	8/10/2009	TRANSFER

MINUTES

ONLY POSITION LISTED	MARK	1/ TRANS/5.0		W/INCREASED HOURS
RESIGNED ONLY POSITION LISTED	RASH, JUDITH	CAMPUS SUPR/ CJHS/.5	7/6/2009	VOLUNTARY RESIGNATION
RESIGNED ONLY POSITION LISTED	SCOWSMITH, KATE	IPS-CLASSROOM/ LOMA VISTA/2.0	5/17/2009	VOLUNTARY RESIGNATION
RESIGNED ONLY POSITION LISTED	SHERWOOD, JUDY	IA-SPECIAL ED/ PARKVIEW/4.0	8/11/2009	VOLUNTARY REDUCTION IN HOURS
RESIGNED ONLY POSITION LISTED	STARNES, SANDRA	SCHOOL OFFICE MANAGER/ PARKVIEW/8.0	6/12/2009	VOLUNTARY DEMOTION
RESIGNATION/ TERMINATION	ARMSTRONG, BEVERLY	IA-SPECIAL ED/ PVHS/5.0 & 1.5	6/4/2009	GH RETIREMENT
RESIGNATION/ TERMINATION	BREWER, JERALYN	PARENT CLASSROOM AIDE- RESTR/ CJHS/3.3	6/4/2009	VOLUNTARY RESIGNATION
RESIGNATION/ TERMINATION	CANNON, ROBERT	SR ACCOUNT CLERK/ NUTRITION/8.0	6/26/2009	GH RETIREMENT
RESIGNATION/ TERMINATION	DUNBAR, DEBRA	INSTRUCTIONAL ASST/ SHASTA/2.0	6/4/2009	GH RETIREMENT
RESIGNATION/ TERMINATION	DUNBAR, DEBRA	IA-SR ELEMENTARY GUIDANCE/ SHASTA/5.0	6/4/2009	GH RETIREMENT
RESIGNATION/ TERMINATION	ELLIOTT, ANN	IA-SPECIAL ED/ PVHS/5.0	6/4/2009	GH RETIREMENT
RESIGNATION/ TERMINATION	HELM, BETTE	CUSTODIAN/ M & O/8.0	6/29/2009	GH RETIREMENT
RESIGNATION/ TERMINATION	KENNEDY, ROBERT	CUSTODIAN/ PVHS/8.0	6/29/2009	GH RETIREMENT
RESIGNATION/ TERMINATION	MCKINZIE, MONICA	IPS-HEALTHCARE/ CITRUS/3.0	6/4/2009	VOLUNTARY RESIGNATION
RESIGNATION/ TERMINATION	MCKINZIE, MONICA	IPS-HEALTHCARE/ MCMANUS/3.0	6/4/2009	VOLUNTARY RESIGNATION
RESIGNATION/ TERMINATION	MCMASTER, RONALD	CUSTODIAN/ M & O/8.0	6/29/2009	GH RETIREMENT
RESIGNATION/ TERMINATION	MERIWETHER, JULIE	CERTIFICATED HR ASST/ HR/8.0	6/29/2009	GH RETIREMENT
RESIGNATION/ TERMINATION	PEREZ, REYLYNN	SCHOOL OFFICE	6/29/2009	GH RETIREMENT

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TERMINATION		MANAGER/ CITRUS/8.0		
RESIGNATION/ TERMINATION	QUINTANA, JENNIFER	IPS-CLASSROOM/ LOMA VISTA/4.0 & 2.0	5/20/2009	VOLUNTARY RESIGNATION
RESIGNATION/ TERMINATION	REITER, VIKKI	SR OFFICE ASST/ AFC/8.0	6/29/2009	GH RETIREMENT
RESIGNATION/ TERMINATION	TREVITHICK, DANIEL	CAMPUS SUPR/ CHS/7.5	6/29/2009	GH RETIREMENT
RESIGNATION/ TERMINATION	TRIMBLE, CRYSTAL	PARENT CLASSROOM AIDE- RESTR/ MARIGOLD/1.4	6/4/2009	VOLUNTARY RESIGNATION

Appointments – Summer School, Day-to-Day, Contingent Upon Enrollment

<u>Name</u>	<u>Classification/Location/Assigned Hours</u>	<u>Effective</u>	<u>Comments</u>
Poe, C. Renee	Cafeteria Assistant/MJHS/2.0	6/9/2009 - 6/30/2009	Summer School
Jeffers, Thomas	Cafeteria Cook Manager 1/AFC/4.0	6/9/2009 - 6/30/2009	Summer School
Molina, Teri	Cafeteria Cook Manager 1/MJHS/5.5	6/9/2009 - 6/30/2009	Summer School
Bingham, Debera	Cafeteria Satellite Manager/McManus/5.5	6/8/2009 - 6/26/2009	Summer School
Colenzo, Cynthia	Cafeteria Satellite Manager/Rosedale/5.5	6/8/2009 - 6/26/2009	Summer School
Evans, Kim	Cafeteria Satellite Manager/Citrus/5.5	6/8/2009 - 6/26/2009	Summer School
Haselton, Karen	Cafeteria Satellite Manager/Chapman/5.5	6/8/2009 - 6/26/2009	Summer School
Jones, Polly	Cafeteria Satellite Manager/CJHS/5.5	6/8/2009 - 6/26/2009	Summer School
Simmons, Katrina	Cafeteria Satellite Manager/Neal Dow/5.5	6/8/2009 - 6/26/2009	Summer School
Stratton, Marla	Cafeteria Satellite Manager/BJHS/5.5	6/8/2009 - 6/26/2009	Summer School
Yates, Elsie	Cafeteria Satellite Manager/Parkview/5.5	6/8/2009 - 6/26/2009	Summer School
McNair, Nicole	Campus Supr/MJHS/7.0	6/9/2009 - 6/30/2009	Summer School
Schneirsohn, Cynthia	Campus Supr/AFC/7.0	6/9/2009 - 6/30/2009	Summer School
Trevithick, Daniel	Campus Supr/MJHS/7.0	6/9/2009 - 6/30/2009	Summer School
Schultz, Nathaniel	Computer Technician/MJHS/7.0	6/9/2009 - 6/30/2009	Summer School
Drouillard, Patsylee	Custodian/Parkview/4.0	6/8/2009 - 6/26/2009	Summer School
Drouillard, Patsylee	Custodian/Chapman/4.0	6/8/2009 - 6/26/2009	Summer School
Gimple, Samuel	Custodian/Parkview/4.0	6/8/2009 - 6/26/2009	Summer School
Gimple, Samuel	Custodian/Neal Dow/4.0	6/8/2009 -	Summer School

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Graham, Michael	Custodian/Citrus/4.0	6/26/2009 6/8/2009 - 6/26/2009	Summer School
Hassett, Debbie	Custodian/CJHS/4.0	6/8/2009 - 6/26/2009	Summer School
Hays, Janice	Custodian/MJHS/8.0	6/9/2009 - 6/30/2009	Summer School
Jeffers, Thomas	Custodian/Rosedale/4.0	6/8/2009 - 6/26/2009	Summer School
Kimball, Barry	Custodian/McManus/4.0	6/9/2009 - 7/6/2009	Summer School
Luallen, Terrie	Custodian/McManus/4.0	6/8/2009 - 6/26/2009	Summer School
Luallen, Terrie	Custodian/MJHS/4.0	6/9/2009 - 6/30/2009	Summer School
Turner, Matthew	Custodian/BJHS/4.0	6/8/2009 - 6/26/2009	Summer School
Billingsley, Lisa	Health Asst/Citrus/5.0	6/8/2009 - 6/26/2009	Summer School
Nowell, Susan	Health Asst/MJHS/7.0	6/9/2009 - 6/30/2009	Summer School
Snyder, Robin	Health Asst/Rosedale/5.0	6/8/2009 - 6/26/2009	Summer School
Steadman, Sonya	Health Asst/McManus/5.0	6/8/2009 - 6/26/2009	Summer School
Stornetta, Karen	Health Asst/Parkview/5.0	6/8/2009 - 6/26/2009	Summer School
Story, Wanda	Health Asst/Neal Dow/5.0	6/8/2009 - 6/26/2009	Summer School
Cheal, Jyl	Health Care Asst-Spec/Loma Vista/5.0	6/15/2009 - 7/10/2009	Summer School
Pinckney, Monica	Health Care Asst-Spec/Loma Vista/6.0	6/15/2009 - 7/10/2009	Summer School
Alexander, Jennifer	IA-Special Ed/AFC/7.0	6/9/2009 - 6/30/2009	Summer School
Bodney, Teresa	IA-Special Ed/McManus/5.0	6/9/2009 - 7/6/2009	Summer School
Bowen, Betty	IA-Special Ed/MJHS/7.0	6/9/2009 - 7/6/2009	Summer School
Briggs, Deborah	IA-Special Ed/McManus/4.5	6/9/2009 - 7/6/2009	Summer School
Greenleaf, Amari	IA-Special Ed/McManus/4.5	6/9/2009 - 7/6/2009	Summer School
Guzman, Josue	IA-Special Ed/Chico High/5.0	6/9/2009 - 7/6/2009	Summer School
Heinly-Cullen, Kay	IA-Special Ed/McManus/4.5	6/9/2009 - 7/6/2009	Summer School
Logue, Rebecca	IA-Special Ed/McManus/5.0	6/9/2009 - 7/6/2009	Summer School
Martinez, Elizabeth	IA-Special Ed/McManus/5.0	6/9/2009 - 7/6/2009	Summer School
Nevel, Steve	IA-Special Ed/MJHS/5.0	6/9/2009 - 7/6/2009	Summer School
Rash, Judy	IA-Special Ed/McManus/4.5	6/9/2009 - 7/6/2009	Summer School
Wescoatt, Sarah	IA-Special Ed/McManus/4.5	6/9/2009 -	Summer School

MINUTES

Alden, Amanda	IPS: Classroom/McManus/5.0	7/6/2009	
		6/15/2009 -	Summer School
		7/10/2009	
Anderson, Tyson	IPS: Classroom/McManus/5.0	6/15/2009 -	Summer School
		7/10/2009	
Armstrong, Armelle	IPS: Classroom/McManus/5.0	6/15/2009 -	Summer School
		7/10/2009	
Barr, Frances	IPS: Classroom/Loma Vista/5.0	6/15/2009 -	Summer School
		7/10/2009	
Boelens, Nick	IPS: Classroom/Loma Vista/5.0	6/15/2009 -	Summer School
		7/10/2009	
Campos, Debbie	IPS: Classroom/McManus/5.0	6/15/2009 -	Summer School
		7/10/2009	
Clement, Nicole	IPS: Classroom/Loma Vista/5.0	6/15/2009 -	Summer School
		7/10/2009	
Davis, Kim	IPS: Classroom/McManus/5.0	6/15/2009 -	Summer School
		7/10/2009	
Davis, Happi	IPS: Classroom/McManus/5.0	6/15/2009 -	Summer School
		7/10/2009	
Donnelson, Connie	IPS: Classroom/McManus/5.0	6/15/2009 -	Summer School
		7/10/2009	
Egger, Kim	IPS: Classroom/McManus/5.0	6/15/2009 -	Summer School
		7/10/2009	
English, Tammie	IPS: Classroom/Boucher Head Start/3.5	6/8/2009 -	Summer School
		6/26/2009	
Feingold, Rod	IPS: Classroom/PVHS/5.0	6/15/2009 -	Summer School
		7/10/2009	
Feltman, Dawn	IPS: Classroom/MJHS/5.0	6/15/2009 -	Summer School
		7/10/2009	
Fiske, Tom	IPS: Classroom/PVHS/5.0	6/15/2009 -	Summer School
		7/10/2009	
Forbes, Stephanie	IPS: Classroom/Loma Vista (OCI)/4.0	6/15/2009 -	Summer School
		7/10/2009	
Grap, Gail	IPS: Classroom/Loma Vista/5.0	6/15/2009 -	Summer School
		7/10/2009	
Green, Katie	IPS: Classroom/McManus/5.0	6/15/2009 -	Summer School
		7/10/2009	
Hamlyn, Shannon	IPS: Classroom/PVHS/5.0	6/15/2009 -	Summer School
		7/10/2009	
Hanson, Effie	IPS: Classroom/Loma Vista/5.0	6/15/2009 -	Summer School
		7/10/2009	
Hicks, Ann	IPS: Classroom/McManus/5.0	6/15/2009 -	Summer School
		7/10/2009	
Hobson, Nicole	IPS: Classroom/Chapman/6.0	6/15/2009 -	Summer School
		7/10/2009	
Hunter, Debra	IPS: Classroom/Loma Vista/5.0	6/15/2009 -	Summer School
		7/10/2009	
Jordan, Sue	IPS: Classroom/PVHS/5.0	6/15/2009 -	Summer School
		7/10/2009	
Justine-Mitchell, Mia	IPS: Classroom/PVHS/5.0	6/15/2009 -	Summer School
		7/10/2009	
Kassel, Nick	IPS: Classroom/Loma Vista/5.0	6/15/2009 -	Summer School
		7/10/2009	
Kemper, Nancy	IPS: Classroom/Loma Vista/5.0	6/15/2009 -	Summer School
		7/10/2009	
Klein, Judy	IPS: Classroom/PVHS/5.0	6/15/2009 -	Summer School

MINUTES

		7/10/2009	
Kohen, Jesse	IPS: Classroom/PVHS/5.0	6/15/2009 -	Summer School
		7/10/2009	
Labrado, Melissa	IPS: Classroom/PVHS/5.0	6/15/2009 -	Summer School
		7/10/2009	
Lewis, Christine	IPS: Classroom/PVHS/5.0	6/15/2009 -	Summer School
		7/10/2009	
Lopez, Danielle	IPS: Classroom/McManus/5.0	6/15/2009 -	Summer School
		7/10/2009	
Mahling, Rhonda	IPS: Classroom/PVHS/5.0	6/15/2009 -	Summer School
		7/10/2009	
Matlin, Dana	IPS: Classroom/PVHS/5.0	6/15/2009 -	Summer School
		7/10/2009	
McGahan, Stephanie	IPS: Classroom/McManus/5.0	6/15/2009 -	Summer School
		7/10/2009	
Moralez, Terrie	IPS: Classroom/McManus/5.0	6/15/2009 -	Summer School
		7/10/2009	
Nhan, Johnny	IPS: Classroom/PVHS/5.0	6/15/2009 -	Summer School
		7/10/2009	
Nowak, Jill	IPS: Classroom/PVHS/5.0	6/15/2009 -	Summer School
		7/10/2009	
Olson, Kathy	IPS: Classroom/Chapman/5.0	6/15/2009 -	Summer School
		7/10/2009	
Pahlka, Carmen	IPS: Classroom/Loma Vista/5.0	6/15/2009 -	Summer School
		7/10/2009	
Penne, Danielle	IPS: Classroom/Loma Vista/5.0	6/15/2009 -	Summer School
		7/10/2009	
Rausch-Clark, Sheryl	IPS: Classroom/Loma Vista/5.0	6/15/2009 -	Summer School
		7/10/2009	
Reise, Marcy	IPS: Classroom/McManus/5.0	6/15/2009 -	Summer School
		7/10/2009	
Ricci, Julie	IPS: Classroom/McManus/5.0	6/15/2009 -	Summer School
		7/10/2009	
Rodgers, Robin	IPS: Classroom/McManus/5.0	6/15/2009 -	Summer School
		7/10/2009	
Ruiz, Julie	IPS: Classroom/McManus/5.0	6/15/2009 -	Summer School
		7/10/2009	
Salindong, Debbie	IPS: Classroom/PVHS/5.0	6/15/2009 -	Summer School
		7/10/2009	
Saylor, Lisa	IPS: Classroom/McManus/5.0	6/15/2009 -	Summer School
		7/10/2009	
Sayre, Maria	IPS: Classroom/MJHS/5.0	6/15/2009 -	Summer School
		7/10/2009	
Scott, Sally	IPS: Classroom/McManus/5.0	6/15/2009 -	Summer School
		7/10/2009	
Scowsmith, Kate	IPS: Classroom/McManus/5.0	6/15/2009 -	Summer School
		7/10/2009	
Shannon, Jocelyn	IPS: Classroom/McManus/5.0	6/15/2009 -	Summer School
		7/10/2009	
Sherrill, Julie	IPS: Classroom/MJHS/5.0	6/15/2009 -	Summer School
		7/10/2009	
Shippen, Mary	IPS: Classroom/McManus/5.0	6/15/2009 -	Summer School
		7/10/2009	
Slocumb, Denise	IPS: Classroom/McManus/5.0	6/15/2009 -	Summer School
		7/10/2009	
Talerico, Lynda	IPS: Classroom/PVHS/5.0	6/15/2009 -	Summer School

MINUTES

Vestnys, Mary	IPS: Classroom/McManus/5.0	7/10/2009 6/15/2009 -	Summer School
Boone, Joy	IPS: Classroom/Chapman/6.0	7/10/2009 6/15/2009 -	Summer School
Buckner, Angela	IPS: Classroom/Loma Vista/6.0	7/10/2009 6/15/2009 -	Summer School
Davies, Rachel	IPS: Classroom/Loma Vista/6.0	7/10/2009 6/15/2009 -	Summer School
Ennes, Cindy	IPS: Classroom/Loma Vista/5.0	7/10/2009 6/15/2009 -	Summer School
Findlay, Janette	IPS: Classroom/Loma Vista/4.5	7/10/2009 6/15/2009 -	Summer School
Gall, Suzanne	IPS: Classroom/Loma Vista/6.0	7/10/2009 6/15/2009 -	Summer School
Giffin, Terry Lynn	IPS: Classroom/Loma Vista/6.0	7/10/2009 6/15/2009 -	Summer School
Harrison, Stacey	IPS: Classroom/Loma Vista/6.0	7/10/2009 6/15/2009 -	Summer School
Hoy, Liz	IPS: Classroom/Chapman/5.0	7/10/2009 6/15/2009 -	Summer School
Johnson, Cherie	IPS: Classroom/Loma Vista/6.0	7/10/2009 6/15/2009 -	Summer School
Joliff, Crystal	IPS: Classroom/Loma Vista/6.0	7/10/2009 6/15/2009 -	Summer School
Knight, Kristan	IPS: Classroom/Chapman/6.0	7/10/2009 6/15/2009 -	Summer School
LaRosa, Chris	IPS: Classroom/Loma Vista/6.0	7/10/2009 6/15/2009 -	Summer School
Manicci, Kelly	IPS: Classroom/Loma Vista/6.0	7/10/2009 6/15/2009 -	Summer School
Mayhugh, Nicole	IPS: Classroom/Loma Vista/6.0	7/10/2009 6/15/2009 -	Summer School
McIntosh, Toni	IPS: Classroom/Loma Vista/5.0	7/10/2009 6/15/2009 -	Summer School
Meldrum, Tiffany	IPS: Classroom/Chapman/6.0	7/10/2009 6/15/2009 -	Summer School
Meyer, Catherine	IPS: Classroom/McManus/5.0	7/10/2009 6/15/2009 -	Summer School
Miller, Mary	IPS: Classroom/Loma Vista/6.0	7/10/2009 6/15/2009 -	Summer School
O'Brien, John	IPS: Classroom/Loma Vista/1.5	7/10/2009 6/15/2009 -	Summer School
Parker, Marty	IPS: Classroom/Loma Vista/5.0	7/10/2009 6/15/2009 -	Summer School
Peacock, Jennifer	IPS: Classroom/Loma Vista/6.0	7/10/2009 6/15/2009 -	Summer School
Seig, April	IPS: Classroom/McManus/5.0	7/10/2009 6/15/2009 -	Summer School
Smallhouse, Hannah	IPS: Classroom/Loma Vista/5.0	7/10/2009 6/15/2009 -	Summer School
Stewart-Reiblein, Katie	IPS: Classroom/Loma Vista/5.0	7/10/2009 6/15/2009 -	Summer School
Triplett, Vicki	IPS: Classroom/McManus/5.0	7/10/2009 6/15/2009 -	Summer School
Wycoff, Larissa	IPS: Classroom/Loma Vista/6.0	7/10/2009 6/15/2009 -	Summer School

MINUTES

Young, Yolanda	IPS: Classroom/Loma Vista/5.0	7/10/2009	
		6/15/2009 -	Summer School
Hill, Kathy	Office Assistant/AFC/7.0	7/10/2009	
		6/9/2009 -	Summer School
Gudgeon, Richard	School Bus Driver 1/Transportation/3.8	6/30/2009	
		6/15/2009 -	Summer School
		7/10/2009	

(Consent Vote)

AYES: Reed, Griffin, Rees

NOES: None

ABSENT: Kaiser, Thompson

6. DISCUSSION/ACTION CALENDAR

6.1 EDUCATIONAL SERVICES

1. **Information: Hooker Oak K-8 Open Structured Classroom Alternative School of Choice Annual Evaluation Report 2009.**

At 6:33 p.m., Carolyn Adkisson, Director, introduced Sue Hegedus, Principal of Hooker Oak, who provided, as required by Ed Code §58500, an annual evaluation of Hooker Oak Open Structure program on how well they were doing in reaching their objectives. Data findings, conclusion and recommendations were being submitted to the Board and then on to the State Board of Education by August 1. A representative of the Parent Advisory Board (PAB) provided input and concerns about PAB's role in this program. Board President recommended that the District do more to promote the program, and advised the PAB that they meet with the union representatives to understand how union negotiations work in the District.

2. **Discussion/Action: Adoption of Math Intervention Program: Pinpoint**

At 7:00 p.m., Carolyn Adkisson, Director, reviewed the adoption of grades 4-7 math intervention program, Pinpoint, along with Laura Holman, a Special Day teacher at Marigold who conducted the pilot program in her classroom and reported a good response from her students. Dave Scott, Director, reported on how this plan will be utilized in the schools and that the program was designed to be used for any student struggling in math and is two years below grade level.

At 7:10 p.m., Board President Reed asked if anyone from the audience had questions or input. There was none.

A motion was made by Board Clerk Griffin to approve the Program, seconded by Board Member Rees.

AYES: Reed, Griffin, Rees

NOES: None

ABSENT: Kaiser, Thompson

3. **Discussion/Action: Secondary Mathematics Textbook Recommendation**

Mike Morris, Director, introduced Secondary Math teachers and principals on the selection team, Margie Kucich, Deb Rosenow, Dan Sours and John Bohannon who reviewed and presented the textbook recommendations: **Junior High School** – Math 7, CA Student Edition, Holt CA Course 2: Pre-Algebra 2008; Math 8/Algebra A, McDougal Littell Algebra Readiness 2008 for California; and Algebra I, College Preparatory Mathematics (CPM) Algebra Connections CA Edition 2008. **High School** – Algebra A, McDougal Littell Algebra Readiness 2008 for California; Algebra B, College Preparatory Mathematics (CPM) Algebra Connections CA Edition 2008; and Geometry, Collect Preparatory Mathematics (CPM) Geometry Connections.

At 8:08 pm, Board President Reed asked if there was any comment from the audience. There was none.

Board Member Rees moved to approve the Recommendations, seconded by Board Clerk Griffin.

AYES: Reed, Griffin, Rees

NOES: None

ABSENT: Kaiser, Thompson

MINUTES

6.2 BUSINESS SERVICES**1. Public Hearing/Discussion/Action: 2009-2010 Annual Budget**

Jan Combes, Assistant Superintendent, presented a power point presentation which provided information on the events leading up to the estimated 2009-2010 CUSD Budget.

At 8:32 p.m., Board President Reed opened the PUBLIC HEARING. There were no questions from the audience and the PUBLIC HEARING was closed.

At 8:33 p.m., Board Member Rees moved to approve the Annual Budget, seconded by Board Clerk Griffin.

AYES: Reed, Griffin, Rees

NOES: None

ABSENT: Kaiser, Thompson

2. Information: Presentation by Advocates for Healthy School Communities

There was no official from this organization who appeared to make the presentation. A member was in the audience and briefly provided her input regarding the program. Board Clerk Griffin indicated that she received a booklet from them. The organization will be contacted to see if they want to make a formal presentation.

3. Discussion/Action: Approve Format of RFP 2009-10 Voter Survey

At 8:30 p.m., Assistant Superintendent Combes reviewed the Voter Survey Format for requesting proposals from agencies to determine if a Parcel Tax would be passed by voters, and indicated that with approval the RFP would go out on June 25, 2009. A member of the audience asked if the proposals would be available to the public. Assistant Superintendent Combes said that all proposals would be made available to the public after the selection had been made.

At 8:35 p.m. Board Member Rees made a motion to approve the Format of the Voter Survey Proposals, seconded by Board Clerk Griffin.

AYES: Reed, Griffin, Rees

NOES: None

ABSENT: Kaiser, Thompson

6.3 HUMAN RESOURCES**1. Discussion/Action: Resolution #1075-09 Elimination of Classified Services**

Assistant Superintendent Feaster reviewed the resolution, adding that some positions were currently not filled. Board President Reed asked for any questions or comments from the audience; there were none.

At 8:37 p.m. Board Clerk Griffin made a motion to approve Resolution 1075-09, seconded by Board Member Rees.

AYES: Reed, Griffin, Rees

NOES: None

ABSENT: Kaiser, Thompson

2. Discussion/Action: Declaration of Need for Fully Qualified Educators

Assistant Superintendent Feaster presented the Declaration of Need for Fully Qualified Educators for the upcoming year. Board Clerk Griffin asked if all teachers were required to have CLAD. Assistant Superintendent Feaster indicated that they had worked diligently with teachers to offer them the opportunity to get CLAD certified, but that some teachers were not CLAD certified.

At 8:45 p.m. Board President Reed asked if there was any comment from the audience. There being none, Board Member Rees made a motion to approve the Declaration of Need for Fully Qualified Educators through June 30, 2010, seconded by Board Clerk Griffin.

AYES: Reed, Griffin, Rees

NOES: None

ABSENT: Kaiser, Thompson

MINUTES

3. Discussion/Action: Resolution #1080-09: Possible Reductions in Compensation

Assistant Superintendent Feaster explained that due to the current budget and even with a reduction of 68 FTE teachers, there might still be a need to make further reductions. The resolution provides all employees in the District with notice that CUSD may need to exercise any and all options to reduce compensation in a legal manner to balance the budget. Such options include, but are not limited to, reductions in salary and/or reductions in health and welfare benefits. At 8:40 p.m. Board President asked if there were any comments from the audience. There were none. A motion to approve Resolution 1080-09: Possible Reductions in Compensation, was made by Board Member Rees and seconded by Board Clerk Griffin.

AYES: Reed, Griffin, Rees

NOES: None

ABSENT: Kaiser, Thompson

7. ITEMS FROM THE FLOOR

At 8:50 p.m. p.m. Board President Reed asked if there were any items from the floor. PAB from Hooker Oak asked additional questions about the program. Board President Reed indicated that the item had already had been discussed as part of the Agenda and that the Board could listen to, but not address, any further comments at this time. Board President Reed asked that if anyone had further comments, to email them to the Board.

8. ANNOUNCEMENTS

Board President Reed encouraged supporting the fund raising activities during July at Madison Bear Garden. Assistant Superintendent Feaster indicated that this would be Director, Carolyn Adkisson's last board meeting as she was retiring.

9. ADJOURNMENT

At 8:56 p.m. Board President Rees adjourned the meeting.

:mga

APPROVED:

Board of Education

Administration

MINUTES

1. CALL TO ORDER

At 9:30 p.m., Board President Reed called the June 24, 2009, Special Session Meeting to order and retired to Closed Session.

2. CLOSED SESSIONConference with Legal Counsel

Threatened Litigation

Significant exposure to litigation pursuant to

Government Code Section 54956.9(b) – One Case

Attending:

Bob Feaster, Assistant Superintendent

Jan Combes, Assistant Superintendent

Kim Bogard, Attorney at Law

3. RECONVENE /ANNOUNCEMENTS

At 10:00 p.m. the Board reconvened and there were no announcements

4. ADJOURNMENT

At 10:01 p.m. Board President Reed adjourned the meeting.

:mga

APPROVED:

Board of Education

Administration

MINUTES**1. CALL TO ORDER**

At 5:30 p.m., Board President Reed called the July 8, 2009, Special Session Meeting to order at the district office and retired to Closed Session.

2. CLOSED SESSION**2.1 Public Employee Dismissal/Discipline/Release**

Per Government Code 54957

2.2 Public Employee Performance Evaluation

Per Government Code

Title: Superintendent

2.3 Update on Labor Negotiations

Employee Organizations:

CUTA

CSEA, Chapter #110

Representative:

Bob Feaster, Assistant Superintendent

3. RECONVENE /ANNOUNCEMENTS

At 6:00 p.m. the Board reconvened to Open Session to report on Item 2.1. The Board of Education agreed with the recommendation of the CUSD.

At 6:03 p.m. the Board returned to Closed Session.

At 10:26 p.m. the Board reconvened to Open Session to report on Items 2.2 and 2.3. The board had nothing to report.

ADJOURNMENT

At 10:27 p.m. Board President Reed adjourned the meeting.

:jr

APPROVED:

Board of Education

Administration

DONATIONS/GIFTS

5.1.2.
Page 1 of 1

Donor	Item	Recipient
The Home Depot PAC/Jennifer Pearson	\$17.50	PVHS
Howard Hungate	\$200.00	PVHS/FHA Hero
Keith Johnson	\$25.00	PVHS
Lee-Anne Calhoon	\$10.00	PVHS
Anonymous Collections	\$308.05	PVHS
Green Feet	\$50.00	PVHS
Douglas Hignell	\$200.00	PVHS
Holiday Pools	\$20.00	PVHS
Wehah Farm, Inc.	\$250.00	PVHS
Pamela M. Newman	\$15.00	PVHS
Sisco Enterprises/Round Table	\$157.30	PVHS
Lifetouch	\$1,396.00	PVHS/Athletics
PVHS Sports Boosters	\$561.97	PVHS/Athletics
Thomas and Mary Kelly	\$70.00	PVHS/Athletics
Nickolas J. Regas	\$25.00	PVHS/Athletics
Tea Bar and Fusion Café	\$150.00	PVHS/Athletics
Sisco Enterprises/Round Table Pizza	\$90.21	PVHS/Athletics
Dana Feingold	\$20.00	PVHS/Athletics
Tom Powers	\$40.00	PVHS/Athletics
Shannon O'Laughlin	\$50.00	PVHS/Athletics
Barbro Lauri-Beckett, DDS	\$200.00	PVHS/CHS Athletics

PROPOSED AGENDA ITEM: CHS FFA Officer Retreat

Prepared by: Quinn Mendez, Sheena Zweigle, Kevin Payne (FFA Advisors)

☒ Consent
Information Only
Discussion/Action

Board Date: July 22, 2009

Background Information

Every summer the three FFA advisors take the seven FFA officers up to Lake Almanor or Gray Eagle for a two night, three day team building weekend and planning session for the next school year. The seven officers get to know each other better and understand the expectations for the specific office that they now hold.

Education Implications

The students learn about leadership, organization, teambuilding, communication and whatever else we can squeeze in for three days.

Fiscal Implications

FFA ASB account will pay for the trip.

RECEIVED

CHICO UNIFIED SCHOOL DISTRICT
1163 East Seventh Street
Chico, CA 95928-5999
(530) 891-3020

5.2.2.
Page 2 of 2

JUL 14 2009

SUPERINTENDENT'S OFFICE
CHICO UNIFIED SCHOOL DISTRICT

MAJOR FIELD TRIP REQUEST

TO: CUSD Board Date: 6.29.09
FROM: Mendez, Zweigle, Payne School/Dept.: CHS FFA/AG
SUBJECT: Major Field Trip Request

GENERAL INFORMATION

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

to Lake Almanor for Officer retreat
(destination) (description of activity)

from July 31, 2009 @ 9 am to August 2, 2009 @ 5 pm
(dates) (times) (dates) (times)

Rationale for Trip: Officer retreat - team building and planning for next school year

Student/Teacher/Parent Ratio: 7:3

Transportation: Private Cars _____ CUSD Bus van ☒ Other ☒ school truck
Charter Bus (Name) _____

EXPENSES

*Estimated Expenses:

• FEES \$ 0 • SUBSTITUTE COST \$ 0 • MEALS \$ 300 -
• LODGING \$ 0 • TRANSPORTATION \$ 50 - • OTHER COST \$ _____

• ACCOUNT(S)/AMOUNT(S) TO BE CHARGED:
ASB - Soda Profit \$ 500
_____ \$ _____

S T A T U S

[Signature] Date 6.29.09
Requesting Party

[Signature] Date 7/13/09 ☒ Recommend ☐ Not Recommended
Site Principal

[Signature] Date 7-14-09 ☐ Recommend ☐ Not Recommended
Director of Educational Services

_____ ☐ Approved ☐ Not Approved
Board Action Date

PROPOSED AGENDA ITEM: Julie Sawley, Consultant for Notre Dame School

- ☒ Consent
- ☐ Information Only
- ☐ Discussion/Action

Board Date: July 22, 2009

Background Information

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

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

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

Education Implications


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

Fiscal Implications

There is no cost to the general fund.

Additional Information

N/A


Janet Brinson, Director Categorical Programs

Date: 6/22/09

Mandatory Instructions
(click to view)

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

Business Services Use Only
CA# _____
V# _____

CONSULTANT AGREEMENT

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

☒ On File (click to view) ☐ Attached

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

☒ On File (click to view) ☐ Attached

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

Name: Julie Sawley
Street Address/POB: 2198 Nord Avenue
City, State, Zip Code: Chico, CA 95926
Phone: (530) 898-3730

Taxpayer ID/SSN:

This agreement will be in effect from: 07/01/09

to 06/30/10

Location(s) of Services: (site) Notre Dame School

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

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

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

Reduction of substance use and other unhealthy behaviors.

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

- 1) Title I
2)
3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	3010	0	1110	1000	5800	14	300
2)							5800	14	
3)							5800	14	

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

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

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

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

9. Additional Expenses:

\$
\$
\$

Total for
0.00 Addit'l Expenses

\$ 15,500.00 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)

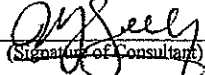
Consultant Name: Julie Sawley

Business Services Use Only

CA# _____

V# _____

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

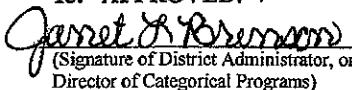
11. AGREED TO AND ACCEPTED: (If determined to be a Contract Employee, a payroll check will be issued with applicable taxes withheld.)

 (Signature of Consultant)

 Julie Sawley
 (Print Name)

 6/25/09
 (Date)
12. RECOMMENDED:

 (Signature of Originating Administrator)

 Janet Brinson
 (Print Name)

 6/22/09
 (Date)
13. APPROVED:

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

 Janet Brinson
 (Print Name)

 6/22/09
 (Date)
APPROVED:

 (Signature of District Admin.-Business Services)

☐ Consultant
☒ Contract Employee
 Scott Jones Director, Fiscal Services
 (Print Name)

 7-16-09
 (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)

PROPOSED AGENDA ITEM: Creative School Resources and Research Consultant Agreement

- ☒ Consent
- ☐ Information Only
- ☐ Discussion/Action

Board Date: July 22, 2009

Background Information

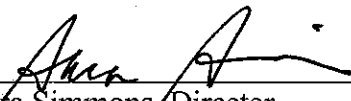
The Before and After School Program (ASES/21st Century Community Learning Centers) takes place at 11 school sites within CUSD. As a condition of the grant, ongoing evaluations must be completed. Creative School Resources and Research has provided these services for the past 5 years, and the firm is familiar with our schools and our programs.

Education Implications

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

Fiscal Implications

This program is funded by federal 21st Century Community Learning Center (21st CCLC) and state After School Education and Safety (ASES) grants and does not impact the general fund.



Sara Simmons, Director
Innovative Education Programs

Date: 7/1/09

Mandatory Instructions
(click to view)

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

Business Services Use Only

CA# _____
V# 2268

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: Creative School Resources and Research
Street Address/POB: PO Box 8756
City, State, Zip Code: Woodland, CA 95776
Phone: (530) 669-3600 FAX (530) 699-3633
Taxpayer ID/SSN: _____

This agreement will be in effect from: 08/01/09 to 06/30/10

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

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

Annual Evaluation - Development of evaluation, management and data collection plan; technical assistance or monthly review and annual performance report, attendance at monthly collaborative planning meetings, develop, write and submit annual reports for 21st Century and ASES After School Programs.

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

Increase student achievement core subjects.
Provide a safe and healthy environment conducive to learning.

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

- 1) After School Education and Safety program - Chapman, Citrus, McManus Neal Dow and Rosedale
- 2) After School Education and Safety program - Parkview
- 3) 21st Century Community Learning Center After School Program - Bidwell & Chico Jr. 4) 21st CCLC - CHS & FVHS

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)							5800	14	
2)							5800	14	
3)							5800	14	

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

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

\$ 60,000.00 Per Unit, times 1.00 # Units = \$ 60,000.00 Total for Services
(Unit: ☐ Per Hour ☐ Per Day ☐ Per Activity)

9. Additional Expenses:

See attachment for accounts to be charged for \$
Item 6. \$
\$

Total for
0.00 Addit'l Expenses

\$ 60,000.00 Grand Total

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

(to be completed by Business Services)

CONSULTANT TERMS AND CONDITIONS

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

Consultant Name: **Creative School Resources and Research**

Business Services Use Only

CA# _____

V# 2268

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

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

Veronica Robbins (Signature of Consultant) Veronica Robbins (Print Name) 6/25/09 (Date)

12. **RECOMMENDED:**

Sara Simmons (Signature of Originating Administrator) Sara Simmons (Print Name) 7/1/09 (Date)

13. **APPROVED:**

Robert Feaster (Signature of District Administrator, or Director of Categorical Programs) Robert Feaster (Print Name) 7-1-09 (Date)

APPROVED:

Scott Jones (Signature of District Admin.-Business Services) ☒ Consultant ☐ Contract Employee 7-16-09 (Date)
Scott Jones (Print Name) Director, Fiscal Services

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: A+ Educational Centers

- ☒ Consent
- ☐ Information Only
- ☐ Discussion/Action

Board Date: July 22, 2009

Background Information

All schools that receive Title I funding and local educational agencies (LEAs) that do not make Adequate Yearly Progress (AYP) are identified for Program Improvement (PI). PI schools and LEAs must implement required program components and interventions. The District must notify students attending PI schools in years 3-5 of Supplemental Services opportunities. Supplemental Educational Services are tutoring or other supplemental enrichment activities beyond the regular school day. Services are to be high quality, research-based and designed to improve the students' academic achievement. Students are eligible for services if they are in Title I schools in PI status and 1) not meeting State Standards in reading and math; and 2) from low income families. All supplemental services must be rendered by a State Board of Education (SBE) approved provider.

Education Implications

The state-approved Supplemental Service Providers will render services to qualified students based on their academic needs.

Fiscal Implications

Districts that receive Title I funding and have schools in PI status are required to set aside a portion of their Title I allocation. This set-aside must be used to pay the SBE approved Supplemental Services Providers for their contracted services..

Additional Information

None



Mandatory Instructions
(click to view)

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

Business Services Use Only
CA# _____
V# _____

CONSULTANT AGREEMENT

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

☐ On File (click to view) ☒ Attached

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

☐ On File (click to view) ☒ Attached

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

Name: A+ Educational Centers
Street Address/POB: 29752 Baden Place
City, State, Zip Code: Malibu, CA 90265
Phone: (310) 457-7657

Taxpayer ID/SSN:

This agreement will be in effect from: 07/01/09 to 06/30/10

Location(s) of Services: (site) Chapman, Citrus, McManus, Parkview, Rosedale, Bidwell Jr. & Chico Jr. High

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

Provides tutoring to students that have signed up for state-required No Child Left Behind Supplemental Services. Provider will pre- and post-test students and provide services based on student need. Provider will supply ongoing progress reports to parents and the district per agreement.

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

Title I, No Child Left Behind Supplemental Services requirement to provide parents with individual tutoring services for their children.

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

- 1) District Title I
2)
3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	3010	0	1012	1000	5800	14	670
2)							5800	14	
3)							5800	14	

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

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

\$ 1,000.00 Per Unit, times 15.00 # Units = \$ 15,000.00 Total for Services
(Unit: ☐ Per Hour ☐ Per Day ☐ Per Activity)

9. Additional Expenses:

\$
\$
\$
Total for
0.00 Addit'l Expenses
\$ 15,000.00 Grand Total

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

(to be completed by Business Services)

CONSULTANT TERMS AND CONDITIONS

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

Consultant Name: A+ Educational Centers

Business Services Use Only

CA# _____

V# _____

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

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

(Signature of Consultant)

Jennifer Valdman

(Print Name)

7/13/09

(Date)

12. RECOMMENDED:

Janet O. Brinson

(Signature of Originating Administrator)

Janet Brinson, Director

(Print Name)

7/14/09

(Date)

13. APPROVED:

Janet O. Brinson

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

Janet Brinson, Director

(Print Name)

7/14/09

(Date)

APPROVED:

Scott Jones

(Signature of District Admin. - Business Services)

☒ Consultant

☐ Contract Employee

Scott Jones, Director, Fiscal Services

(Print Name)

7/16/09

(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)

PROPOSED AGENDA ITEM: Professional Tutors of America

- ☒ Consent
- ☐ Information Only
- ☐ Discussion/Action

Board Date: July 22, 2009

Background Information

All schools that receive Title I funding and local educational agencies (LEAs) that do not make Adequate Yearly Progress (AYP) are identified for Program Improvement (PI). PI schools and LEAs must implement required program components and interventions. The District must notify students attending PI schools in years 3-5 of Supplemental Services opportunities. Supplemental Educational Services are tutoring or other supplemental enrichment activities beyond the regular school day. Services are to be high quality, research-based and designed to improve the students' academic achievement. Students are eligible for services if they are in Title I schools in PI status and 1) not meeting State Standards in reading and math; and 2) from low income families. All supplemental services must be rendered by a State Board of Education (SBE) approved provider.

Education Implications

The state-approved Supplemental Service Providers will render services to qualified students based on their academic needs.

Fiscal Implications

Districts that receive Title I funding and have schools in PI status are required to set aside a portion of their Title I allocation. This set-aside must be used to pay the SBE approved Supplemental Services Providers for their contracted services..

Additional Information

None



Mandatory Instructions
(click to view)

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

Business Services Use Only

CA# _____
V# 11762

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: Professional Tutors of America
Street Address/POB: 3350 E. Birch, Suite 108
City, State, Zip Code: Brea, California 92821
Phone: (800) 832-2487 Fax - (714) 671-1887
Taxpayer ID/SSN: _____

This agreement will be in effect from: 07/01/09 to 06/30/10

Location(s) of Services: (site) Chapman, Citrus, McManus, Parkview, Rosedale, Bidwell Jr. & Chico Jr. High

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

Provides tutoring to students that have signed up for state-required No Child Left Behind Supplemental Services. Provider will pre- and post-test students and provide services based on student need. Provider will supply ongoing progress reports to parents and the district per agreement.

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

Title I, No Child Left Behind Supplemental Services requirement to provide parents with individual tutoring services for their children.

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

- 1) District Title I
2)
3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	3010	0	1012	1000	5800	14	670
2)							5800	14	
3)							5800	14	

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

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

\$ 1,000.00 Per Unit, times 15.00 # Units = \$ 15,000.00 Total for Services

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

9. Additional Expenses:

None	\$	
	\$	
	\$	
		Total for
	0.00	Add'l Expenses
\$	15,000.00	Grand Total

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

(to be completed by Business Services)

CONSULTANT TERMS AND CONDITIONS

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

Consultant Name: Professional Tutors of America

Business Services Use Only

CA#

V#

11762

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

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

Robert Harraka Robert Harraka 7-14-09
(Signature of Consultant) (Print Name) (Date)

12. RECOMMENDED:

Janet Brinson Janet Brinson, Director 7/14/09
(Signature of Originating Administrator) (Print Name) (Date)

13. APPROVED:

Janet Brinson Janet Brinson, Director 7/14/09
(Signature of District Administrator, or Director of Categorical Programs) (Print Name) (Date)

APPROVED:

☒ Consultant ☐ Contract Employee
Scott Jones Scott Jones, Director, Fiscal Services 7-16-09
(Signature of District Admin. Business 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)

PROPOSED AGENDA ITEM: 100 Percent Learning Fun Center

- ☒ Consent
- ☐ Information Only
- ☐ Discussion/Action

Board Date: July 22, 2009

Background Information

All schools that receive Title I funding and local educational agencies (LEAs) that do not make Adequate Yearly Progress (AYP) are identified for Program Improvement (PI). PI schools and LEAs must implement required program components and interventions. The District must notify students attending PI schools in years 3-5 of Supplemental Services opportunities. Supplemental Educational Services are tutoring or other supplemental enrichment activities beyond the regular school day. Services are to be high quality, research-based and designed to improve the students' academic achievement. Students are eligible for services if they are in Title I schools in PI status and 1) not meeting State Standards in reading and math; and 2) from low income families. All supplemental services must be rendered by a State Board of Education (SBE) approved provider.

Education Implications

The state-approved Supplemental Service Providers will render services to qualified students based on their academic needs.

Fiscal Implications

Districts that receive Title I funding and have schools in PI status are required to set aside a portion of their Title I allocation. This set-aside must be used to pay the SBE approved Supplemental Services Providers for their contracted services..

Additional Information

None

Mandatory Instructions
(click to view)

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

Business Services Use Only
CA# _____
V# _____

CONSULTANT AGREEMENT

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

☐ On File (click to view) ☒ Attached

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

☐ On File (click to view) ☒ Attached

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

Name: 100 Percent Learning Fun Center
Street Address/POB: 1100 Hope Street, Suite 103
City, State, Zip Code: Los Angeles, CA 90015
Phone: 310-928-1037
Taxpayer ID/SSN:

This agreement will be in effect from: 07/01/09 to 06/30/10

Location(s) of Services: (site) Chapman, Citrus, McManus, Parkview, Rosedale, Bidwell Jr. & Chico Jr. High

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

Provides tutoring to students that have signed up for state-required No Child Left Behind Supplemental Services. Provider will pre- and post-test students and provide services based on student need. Provider will supply ongoing progress reports to parents and the district per agreement.

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

Title I, No Child Left Behind Supplemental Services requirement to provide parents with individual tutoring services for their children.

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

- 1) District Title I
2)
3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	3010	0	1012	1000	5800	14	670
2)							5800	14	
3)							5800	14	

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

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

\$ 1,000.00 Per Unit, times 15.00 # Units = \$ 15,000.00 Total for Services

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

9. Additional Expenses:

\$
\$
\$

Total for
0.00 Addit'l Expenses

\$ 15,000.00 Grand Total

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

(to be completed by Business Services)

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

Consultant Name: 100 Percent Learning Fun Center


CA# _____

CA# _____

V#

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

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

 Strauss Abdul-Rahman
(Print Name) 7-14-2009
(Date)

12. RECOMMENDED:

Janet Brinson, Director

13. APPROVED:

Janet Brinson Janet Brinson, Director 7/14/09
(Signature of District Administrator, or (Print Name) (Date)
Director of Categorical Programs)

APPROVED: Scott Jones
(Signature of District Admin - Business Services)

☒ Consultant ☐ Contract Employee

Scott Jones, Director, Fiscal Services
(Print Name)

7-16-09
(Date)

14. Authorization for Payment:

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

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

PROPOSED AGENDA ITEM: Club Z In-Home Tutoring Services, Inc.

- ☒ Consent
- ☐ Information Only
- ☐ Discussion/Action

Board Date: July 22, 2009

Background Information

All schools that receive Title I funding and local educational agencies (LEAs) that do not make Adequate Yearly Progress (AYP) are identified for Program Improvement (PI). PI schools and LEAs must implement required program components and interventions. The District must notify students attending PI schools in years 3-5 of Supplemental Services opportunities. Supplemental Educational Services are tutoring or other supplemental enrichment activities beyond the regular school day. Services are to be high quality, research-based and designed to improve the students' academic achievement. Students are eligible for services if they are in Title I schools in PI status and 1) not meeting State Standards in reading and math; and 2) from low income families. All supplemental services must be rendered by a State Board of Education (SBE) approved provider.

Education Implications

The state-approved Supplemental Service Providers will render services to qualified students based on their academic needs.

Fiscal Implications

Districts that receive Title I funding and have schools in PI status are required to set aside a portion of their Title I allocation. This set-aside must be used to pay the SBE approved Supplemental Services Providers for their contracted services..

Additional Information

None



Mandatory Instructions
(click to view)

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

Business Services Use Only

CA#

V# 2009

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: Club Z In-Home Tutoring Services, Inc.
Street Address/POB: 15310 Amberly Drive, Suite 185
City, State, Zip Code: Tampa, Florida 33647
Phone: (813) 931-5516
Taxpayer ID/SSN:

This agreement will be in effect from: 07/01/09 to 06/30/10

Location(s) of Services: (site) Chapman, Citrus, mcManus, Parkview, Rosedale, Bidwell Jr. & Chico Jr. High

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

Provides tutoring to students that have signed up for state-required No Child Left Behind Supplemental Services. Provider will pre- and post-test students and provide services based on student need. Provider will supply ongoing progress reports to parents and the district per agreement.

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

Title I, No Child Left Behind Supplemental Services requirement to provide parents with individual tutoring services for their children.

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

- 1) District Title I
2)
3)

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

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	3010	0	1012	1000	5800	14	670
2)							5800	14	
3)							5800	14	

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

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

\$ 1,000.00 Per Unit, times 15.00 # Units = \$ 15,000.00 Total for Services
(Unit: ☐ Per Hour ☐ Per Day ☐ Per Activity)

9. **Additional Expenses:**

\$
\$
\$

Total for
0.00 Addit'l Expenses

\$ 15,000.00 **Grand Total**

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

(to be completed by Business Services)

CONSULTANT TERMS AND CONDITIONS

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

Consultant Name: Club Z In-Home Tutoring Services, Inc.

Business Services Use Only

CA#

V# 2009

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

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

[Signature] (Signature of Consultant) Jacquelyn Janota (Print Name) 7/14/09 (Date)

12. RECOMMENDED:

[Signature] (Signature of Originating Administrator) Janet Brinson (Print Name) 7/14/09 (Date)

13. APPROVED:

[Signature] (Signature of District Administrator, or Director of Categorical Programs) Janet Brinson (Print Name) 7/14/09 (Date)

APPROVED:

[Signature] (Signature of District Admin/Business Services) ☒ Consultant ☐ Contract Employee Scott Jones (Print Name) 7-16-09 (Date)
Scott Jones Director, Fiscal Services

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: Chico Junior High School Schoolwide Program

- ☒ Consent
- ☐ Information Only
- ☐ Discussion/Action

Board Date: July 22, 2009

Background Information

To meet NCLB requirements, each schoolwide program (SWP) school must receive technical assistance when it completes its comprehensive needs assessment and its schoolwide program plan. Under Federal law, only Title I schools having a concentration of at least 40% of students living in poverty may qualify to operate as a schoolwide program.

Education Implications

Provides opportunities for students to meet the state's proficient and advanced levels of student academic achievement and uses effective methods and instructional strategies based on scientific research that: strengthen the core academic program in the school and include strategies for meeting the educational needs of historically underserved populations. In addition, addresses the needs of all students in the school, especially those of low achievement and those at risk of not meeting the state academic content standards who are members of a population targeted by the schoolwide program.

Fiscal Implications

Additional Information


Janet Brinson, Director Categorical Programs

Date: 7/13/09

**California Department of Education
Request for Authorization of a Schoolwide Program**

5.2.9.
Page 2 of 2

(Please print or type all information.)

County: Butte School District: Chico Unified
 School: Chico Junior High School CDS Code (14 digits): 0141611412141610571113171
 Street Address: 280 Memorial Way
 City: Chico Zip: 95926
 Principal: John Bohannon Telephone: 530-891-3066
 FAX: 530-895-2677 E-mail: jbohannon@chicousd.org
 Consolidated Program Director: Janet Brinson Telephone: 530-891-3000
 FAX: 530-891-3220 E-Mail: jbrinson@chicousd.org

To meet NCLB requirements, each schoolwide program (SWP) school must receive technical assistance when it completes its comprehensive needs assessment and its schoolwide program plan. Please check the box for at least one entity that has provided technical assistance for your school. Also, identify by name the lead provider for each box checked.

- ☐ Regional System of District and School Support (RSDSS) _____
- ☒ County Office of Education Christy Bohannon
- ☐ External Coaches/Consultants _____
- ☐ Institution of Higher Education _____
- ☐ Other _____

The undersigned certify that this school is at least 40% poverty level and also, that the schoolwide program plan incorporates the ten federally required components as listed on Attachment A of the California Department of Education SWP Web page located at <http://www.cde.ca.gov/sp/sw/rt/>.

Superintendent: Kelly Staley Date: _____

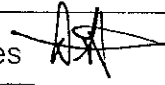
Principal: J. Bohannon Date: 4-22-09

Date of Local Board Approval: _____

Please attach the board minutes reflecting approval of the Schoolwide Plan and return a copy of this completed form to:

School Improvement and Title I Basic Office
 California Department of Education
 1430 N Street, Room 6208
 Sacramento, CA 95814-5901

PROPOSED AGENDA ITEM: Special Education Non-public School Placements

Prepared by: David Scott, Director, Student Support Services 



Consent



Information Only

Board Date: 07/22/09



Discussion/Action

Background Information

As required by the Individuals with Disabilities Education Act of 2004, the district is required to provide a free and appropriate public education to all eligible students with disabilities. The assessed needs of some eligible students necessitate a placement out of the district in a non-public school or a residential program (out of home). The residential placements are made in collaboration with the Butte County Department of Behavioral Health per IEP team decision.

Education Implications

Students usually increase their academic, behavioral and social achievement when they are instructed in the most appropriate and least restrictive school environment.

Fiscal Implications

The current projected tuition cost for five students for fiscal year 2009-2010 is \$162,163.62. The Butte County SELPA reimburses the district for 70% of the educational costs for each student placed in a non-public school through the Out of Home Funds received by the SELPA. The projected cost to the district for fiscal year 2009-2010 is \$48,649.09. Residential cost for each student's placement is funded by the Butte County Department of Behavioral Health.

Additional Information

The number of students requiring non-public school/residential placement varies each school year.

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

July 22, 2009
Accounts Payable Warrants

FUND #:	FUND DESCRIPTION:	WARRANT #'S:	AMOUNT
01	General Fund	362754-362961	\$792,213.07
01	General Fund	363044-363144	\$215,245.49
1	General Fund		
13	Nutrition Services	362962-362964	\$1,188.89
13	Nutrition Services	362982-362990	\$4,337.53
13	Nutrition Services	363036-363043	\$2,895.26
13	Nutrition Services	363145-363146	\$94.64
14	Deferred Maintenance	362965-362966	\$28,565.26
14	Deferred Maintenance	363147-363149	\$29,370.93
24	Bldg Fund Measure A	362967-362975	\$463,694.96
24	Bldg Fund Measure A	363150-363152	\$22,389.98
25	Capital Facilities FD - State CAP	362976-362978	\$19,786.22
25	Capital Facilities FD - State CAP	363153	\$500.00
27	Bldg Fund Measure B		
35	County School Facilities Fund	362979-362981	\$49,794.99
35	County School Facilities Fund	363154-363158	\$42,665.27
TOTAL WARRANTS TO BE APPROVED:			\$1,672,742.49

CC Jan Combes, Assistant Superintendent, Business Services

CC Scott Jones, Director of Fiscal Services

PROPOSED AGENDA ITEM: Consultant Agreement – Computers for Classrooms

Prepared by: Jason Gregg, Director Information Technology

XXX Consent
 Information Only
 Discussion/Action

Board Date: July 22, 2009

Background Information

In partnership with CUSD and other non profit agencies, Pat Furr and the Computers for Classrooms program has provided computers and other equipment, free of charge to CUSD over the past 10+ years.

This consultant agreement covers the coordination of this program with CUSD, which includes acquisition of donated computers, upgrading, placement in classrooms, and recycling/reuse of equipment as well as collection of e-waste for CUSD.

Education Implications

Continued upgrading of computers and increased access to up-to-date computers allows for continued support for academic achievement and the attainment of standards.

Fiscal Implications

The agreement impacts the General Fund, is included in the budget, and has been in place for several years.

(click to view)

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

Business Services Use Only

CA# _____

V# _____

CONSULTANT AGREEMENT

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



On File (click to view)



Attached

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



On File (click to view)



Attached

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

Name: **COMPUTERS FOR CLASSROOMS**Street Address/POB: **315 Huss Drive**City, State, Zip Code: **Chico, CA 95928**

Phone: _____

Taxpayer ID/SSN: _____

This agreement will be in effect from: **07/01/09**to **06/30/10**Location(s) of Services: (site) **Above Address**

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

Computers for Classrooms program consulting services of Pat Furr

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

Strategic Plan determines the most effective way to deliver education, deploy technology to effectively deliver our curriculum and effectively manage the operation of the district. Reduce number of student per computer ratio in CUSD classrooms.

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

1) **Computers for Classrooms Account**

2) _____

3) _____

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	0000	0	0000	2421	5800	14	742
2)							5800	14	
3)							5800	14	

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

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

\$ **40,000.00** Per Unit, times **1.00** # Units = \$ **40,000.00** Total for Services

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

9. Additional Expenses:

\$ _____
\$ _____
\$ _____

Total for
Addit'l Expenses

\$ **40,000.00** Grand Total

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

(to be completed by Business Services)

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

Business Services Use Only

CA# _____

V# _____

Consultant Name: Computers for Classrooms

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

11. AGREED TO AND ACCEPTED: (If determined to be a Contract Employee, a payroll check will be issued with applicable taxes withheld.)*Pat [Signature]*
(Signature of Consultant)Pat [Print Name]
(Print Name)7/15/09
(Date)**12. RECOMMENDED:***Jason [Signature]*
(Signature of Originating Administrator)Jason [Print Name]
(Print Name)7/15/09
(Date)**13. APPROVED:***Jan [Signature]*
(Signature of District Administrator, or
Director of Categorical Programs)Jan [Print Name]
(Print Name)7/15/09
(Date)**APPROVED:***Jan [Signature]*
(Signature of District Admin.-Business Services)☒ Consultant
Jan [Print Name]
(Print Name)☐ Contract Employee7/15/09
(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)

TITLE: **Approve intent to enter Architectural Services Agreement with Nichols, Melburg & Rossetto Architects for the Pleasant Valley High School Culinary Arts CTEFP Grant Project**

Action _____
Consent X
Information _____

July 22, 2009

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

Background information

The District has the need for architectural services for the Culinary Arts CTEFP Grant Project at Pleasant Valley High School.

Educational Implications

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

Fiscal Implications

This project will be funded through a CTEFP Grant from the School Facilities Program that requires 50% District matching funds that will come from phase 3 of the Measure A bonds.

Additional Information

On April 29, 2009 the District sent out a Request for Proposals (RFP) for Architectural Services on all upcoming District CTEFP projects. Four Companies responded to the RFP; they are DLR Group (Sacramento), Nichols, Melburg & Rossetto Architects (Chico), Thomson & Hendricks (Chico) and Stafford, King & Weise Architects (Sacramento). After careful consideration by Facilities Staff, Nichols, Melburg & Rossetto was selected as the most appropriate firm to provide architectural services for this particular project.

Recommendation

It is requested that the Board of Education authorize the Superintendent or his designee to enter into an agreement with Nichols, Melburg & Rossetto Architects.

**AGREEMENT
FOR
ARCHITECTURAL SERVICES
FOR PLEASANT VALLEY HIGH SCHOOL
CULINARY ARTS CTEFP GRANT PROJECT**

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

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AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services ("Agreement") is made and entered into by and between the Chico Unified School District, a school district duly organized and existing under the laws of the State of California (the "District"), and (the "Architect"), with respect to the following recitals:

- A. District proposes to undertake the development of a functional space program for the Industrial Technology, Art and Culinary Arts facilities and curriculum (CTEFP facilities) at Pleasant Valley High School, and the renovation of the Culinary Arts facilities only that requires the services of a duly qualified and licensed architect.
- B. Architect(s) represent(s) that Architect(s) is/are licensed to provide architectural/engineering services in the State of California and is/are specially qualified to provide the services required by the District, the design and construction administration of public school(s).
- C. The parties have negotiated the terms pursuant to which Architect will provide such services and reduced such terms to writing by this Agreement.

IN CONSIDERATION OF the covenants and conditions contained in this Agreement, the Parties agree as follows:

1. DEFINITIONS

- 1.1. Additional Services. "Additional Services" shall mean those services in addition to the Basic Services that are provided by Architect and authorized in writing by the District, and as further defined herein in Article 6.
- 1.2. Agreement. "Agreement" shall mean this Agreement for Architectural Services.
- 1.3. Architect. "Architect" shall mean Nichols, Melburg & Rossetto.
- 1.4. Basic Services. "Basic Services" shall mean the Architect's design services, including but not limited to, structural, mechanical, and electrical engineering services, normally required to complete the Project, and as further defined herein in Article 5.
- 1.5. CDE. "CDE" shall mean California Department of Education.
- 1.6. Construction Documents. "Construction Documents" shall mean those documents which are required for the actual construction of the Project, including but not limited to the Agreement between the District and Contractor, complete working drawings and specifications setting forth in detail sufficient for construction work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work.

- 1.7. Contractor. "Contractor" shall mean the General Contractor ultimately selected to perform work on the Project.
- 1.8. CTEFP. "CTEFP" shall mean Career Technical Education Facilities Programs
- 1.9. DSA. "DSA" shall mean Division of the State Architect.
- 1.10. District. "District" shall mean Chico Unified School District
- 1.10. Notice to Proceed. "Notice to Proceed" shall mean official notification to contractor by Architect identifying the date of commencement of the project, to be sent to the Contractor once the Agreement between the District and Contractor is executed.
- 1.11. OPSC. "OPSC" shall mean Office of Public School Construction.
- 1.12. Project. "Project" shall mean the work of improvement described in Article 3 and the construction thereof, including the Architect's services thereon, as described in this Agreement.

2. **EMPLOYMENT OF ARCHITECT**

District retains Architect to perform, and Architect agrees to provide to District, for the consideration and upon the terms and conditions set forth below, the architectural and engineering services specified in this Agreement and related incidental services. The Architect agrees to perform such services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. All services performed by the Architect under this Agreement shall be conducted in a manner consistent with the level of care and skill exercised by architects specially qualified to provide the services required by the District.

3. **DESCRIPTION OF PROJECT**

The Project concerning which such architectural services shall be provided is described as:

The development of a functional space program for the Industrial Technology, Art and Culinary Arts facilities and curriculum (CTEFP facilities) at Pleasant Valley High School, and the development of plans and specifications for the renovation of the Culinary Arts facilities only for the Chico Unified School District, 1163 East Seventh Street, Chico, California 95928.

4. **COMPENSATION**

4.1. Basic Services.

- 4.1.1. For all "Basic Services" as defined in Articles 2 and 5 of this Agreement, compensation for services rendered during the Schematic Design phase through the

Construction Administration Phase shall be calculated pursuant to Exhibit A-1, and shall be paid pursuant to the following schedule:

Upon Completion of:

Schematic Design	10% of Total Basic Compensation
Design Development Phase	15% of Total Basic Compensation
Construction Documents Phase	45% of Total Basic Compensation
DSA Plan Check	5% of Total Basic Compensation
Bidding Phase	5% of Total Basic Compensation
Construction Phase	20% of Total Basic Compensation

TOTAL BASIC COMPENSATION

- 4.1.2 Fees for Architect services shall be billed monthly and in proportion to the work completed within each phase.
- 4.2. Additional services.
- 4.2.1. Under no circumstances shall Architect receive compensation for Additional Services absent prior, written District approval. For all "Additional Services," as defined in Articles 2 and 6 of this Agreement, compensation shall be a fee to be agreed upon by the parties in writing prior to performance of such services by Architect. Unless expressly stated in the written authorization to proceed with the additional services, the fee for such additional services shall be an amount computed by multiplying the hours worked by Architect's staff by their standard billing rates as attached in Exhibit "A-2," or as otherwise specifically approved in advance by District.
- 4.2.2. Architect shall keep complete records showing all hours worked and all costs and charges applicable to work not covered by the basic fee. Architect will be responsible for Architect's consultants keeping similar records. District shall be given reasonable access to those records for audit purposes.
- 4.3. Reimbursable Expenses.
- 4.3.1. Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project for the expenses listed below. Expenses must be approved by the District in writing prior to incurring same.
- 4.3.1.1. Expense of transportation in connection with the Project; living expenses in connection with out-of-town travel; and long distance communications.
- 4.3.1.2. Expense of reproductions, postage and handling of drawings, specifications and other documents (excluding reproductions for the office use of the Architect and the Architect's consultants) shall be at the rates described in Exhibit A-2 "Architect's Schedule of Hourly Rates and Charges."

- 4.3.1.3. Expense of data processing and photographic production techniques when used in connection with Additional Services.
- 4.3.2. If authorized in advance by the District, expense of overtime work requiring higher than regular rates.
- 4.3.2.1. Expense of renderings, models or mock-ups requested by the District.
- 4.4. Payment for all Additional Services and for all Reimbursable Expenses incurred in connection with either Basic or Additional Services shall be made on monthly basis upon approval by the District of the Architect's statement of services rendered and expenses incurred. Invoices or other documentation to establish the validity of all reimbursable expenses shall be a prerequisite to District payment of such expenses. Reimbursements shall be paid in accordance with Exhibit A-2, "Architect's Schedule of Hourly Rates and Charges."
- 4.5. 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.
- 4.6. The Architect's compensation shall be paid at the time and in the amount noted notwithstanding a delay in completion of the project or reduction of final construction cost by reason of penalties, liquidated damages, or other amounts withheld from the Contractor.
- 4.7. Should District cancel the Project pursuant to Article 12 of this Agreement at any time during the performance of this Agreement, Architect shall, upon notice of such cancellation, immediately cease all work under this Agreement. In such event, Architect's total fee for all services performed shall be computed so as to cover services actually and satisfactorily performed to the date of such notice and shall include compensation only for services within the phase of performance at which Architect's work stopped, proportionate to the degree of completion of Architect's work on such phase.

5. BASIC SERVICES TO BE RENDERED BY ARCHITECT

- 5.1. General.
- 5.1.1. The Architect's Basic Services consist of the architectural, mechanical, structural and electrical design services required to complete the Project.
- 5.1.2. The Architect shall provide statements of probable construction cost described more fully hereinafter at each phase of his services, also as defined hereinafter. If such

statements are in excess of the project budget, the Architect shall modify the proposed type, or quality of construction to come within the budgeted limit in consultation with District.

- 5.1.3. Whenever the Architect's services include the presentation to the District of a Statement of Probable Construction Cost, the Architect shall not include any contingency for change orders caused by errors or omissions in the final construction documents.
- 5.1.4. At the District's request, the Architect and Architect's consultants shall cooperate with District and the District's consultants in verifying that Architect's plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructible and otherwise comply with the Contract Documents.
- 5.1.5. The Architect shall assist the District and its consultants in applying for funding for the Project from the State Allocation Board. Architect shall be responsible for all submittals required of the Architect by DSA, OPSC and CDE in connection therewith.
- 5.1.6. The Architect shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the project for approval by the District.
- 5.1.7. If the circumstances dictate, the preliminary and final working drawings and specifications shall be prepared so that portions of the work of the project may be performed under separate construction contracts, or so that the construction of certain buildings, facilities, or other portions of the project may be deferred.
- 5.1.8. The Architect will review the budgeted amount of the project with the District and establish a tentative project construction cost subject to later revision.
- 5.2. Consultants.
 - 5.2.1. Architect's Consultants. The Architect shall employ or retain at Architect's own expense engineers, food service consultant and other consultants necessary to Architect's performances of this Agreement and licensed to practice in their respective professions in the State of California. Engineers and consultants employed by Architect for this Project shall be approved by District prior to their commencement of work. The Architect's consultants shall be employed to provide assistance during all aspects of the Project and will include, in addition to design services: review of schedules, shop drawings, samples, submittals, and requests for information. The Architect's consultants shall also make periodic reviews and evaluations of the site to determine general conformance with the Project design and specifications and shall participate in the final Project reviews and development of any "punch list" items.
 - 5.2.2. District's Consultants. The Architect and Architect's consultants shall confer and cooperate with consultants employed by District.

5.3. Schematic Design Phase.

- 5.3.1. The Architect shall meet with the District and tour the designated CTEFP facilities, review all information concerning the Project delivered or communicated by the District to confirm the requirements of the Project and shall arrive at a mutual understanding of such requirements with the District.
- 5.3.2. The Architect shall provide a preliminary evaluation of the District's Project, schedule and construction budget requirements, each in terms of the other.
- 5.3.3. The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project.
- 5.3.4. The Architect shall submit to the District a preliminary statement of probable costs based on current area, volume and other unit costs.
- 5.3.5. Based on a mutual understanding of the District's requirements, the Architect shall prepare for the District's approval, Schematic Design Documents, which include but are not limited to: schematic design studies; site utilization plans; a description of the Project showing, among other things, the scale and relationship of the components of the Project; preparation of a written statement of probable costs and a written time schedule for the performance of the work that itemize constraints and critical path issues. Architect shall revise the written statement of probable costs and written time schedule for the performance of work as necessary to address changed conditions or start dates.
- 5.3.6. The Architect shall prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from CDE, DSA, OPSC (if applicable), the State Fire Marshall, and other agencies exercising jurisdiction over the Project. Architect shall also be responsible for the preparation and submission of any related applications, notices or certificates to public agencies. Architect shall provide a copy of all such documents to the District.

5.4. Design Development Phase.

- 5.4.1. Following District's approval of the Schematic Design Documents and statement of probable costs, Architect shall provide necessary architectural and engineering services required by this agreement to prepare Design Development Documents fixing and describing the size and character of the Project and shall include, but are not limited to: site and floor plans, elevations and other approved drawings and shall outline the specifications of the entire Project as to kind and quality of materials,

categories of proposed work such as architectural, structural, mechanical and electrical systems, types of structures and all such other work as may be required.

5.4.2. The Architect shall prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from CDE, DSA, OPSC (if applicable), the State Fire Marshall, and other agencies exercising jurisdiction over the Project. Architect shall also be responsible for the preparation and submission of any related applications, notices or certificates to public agencies. Architect shall provide a copy of all such documents to the District.

5.4.3. The Architect shall advise the District of any adjustments to the preliminary statement of probable costs based on current area, volume and other unit costs.

5.4.4. Architect, assisted by District's consultants, shall identify areas of construction for which unit pricing shall be required as part of the contractor's bid.

5.4.5. Architect shall provide, at no expense to the District, five sets of preliminary plans for the review and approval of the District and one set for each public agency having approval authority over such plans. Said plans shall be provided in the appropriate electronic format as designated by District.

5.5. Construction Documents Phase.

5.5.1. Following the District's approval of the Design Development Documents and any adjustments of the construction budget, the Architect shall prepare for the approval of District, Construction Documents consisting of working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes, colors, and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work.

5.5.2. The Architect shall prepare all bid documents during the Construction Documents Phase of the Project, and forward them to the District for approval prior to their use.

5.5.3. The Architect shall submit the Construction Documents to DSA for plan check, and make the necessary corrections to secure DSA approval.

5.5.4. The Architect shall give the District, at the time of DSA approval of the final form of the construction documents, Architect's final statement of probable costs based on the then current OPSC approved or OPSC recognized building cost index. The District shall review such documents and, unless this Agreement is terminated in accordance with the provisions of Article 12, below, set a date for the opening of bids.

5.6. Bidding and Negotiations Phase.

5.6.1. Following State and District's approval of Construction Documents and District's acceptance of the Architect's final statement of probable costs, Architect shall

reproduce the Construction Documents in the number requested by the District and distribute the Construction Documents among interested contractors. Architect shall also direct the obtaining of bids, and shall assist the District in evaluating contract proposals or bids and substitutions proposed by contractors, and in awarding the Contract for Construction.

- 5.6.2. The Architect's statement of probable costs at the time of DSA approval of the construction documents shall be current as of that date. Should bids be received more than ninety (90) days after the date of that statement, the Architect's statement shall be escalated by the cost-of-construction in the then current OPSC approved or OPSC recognized building cost index.
- 5.6.3. Should the lowest bid received exceed Architect's final statement of probable costs (or amount adjusted according to the then current OPSC approved or OPSC recognized building cost index), as accepted by District by more than ten percent (10%), the Architect shall, on request by District and as part of the Architect's Basic Services, make such changes in the plans and specifications as shall be necessary to bring new bids within ten percent (10%) of such final statement of probable construction costs. Such changes in plans and specifications are Architect's only obligation in this regard. In making such changes, Architect will exercise the Architect's best judgment in determining the balance between the size of the Project, the type of construction, and the quality of the construction to achieve a satisfactory project within ten percent (10%) of Architect's statement of probable costs. The Architect may include in the construction documents one or more additive or deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory project within ten percent (10%) of the Architect's estimate.
- 5.6.4. The Architect shall review the qualifications of all bidders for the construction of the Project, and shall make recommendations to the District as to whether, in the Architect's professional opinion, a bidder meets the minimum professional requirements to allow the contractor to bid on the Project.
- 5.7. Construction Phase.
- 5.7.1. The construction phase shall begin on the date of the official Notice to Proceed and, solely for purposes of payment of the Architect, shall be deemed substantially complete upon District's approval of Architect's final certificate for payment to the contractor, provided that such certification and payment shall not constitute an admission that the Project has been completed in accordance with Contract Documents or in conformance with this Agreement by Architect. Except as provided elsewhere, Construction phase services provided by Architect after the Project completion date established in the Construction Contract, including any extensions of time granted the Contractor, are additional services provided the delays in completing the work are beyond the control of the Architect.

- 5.7.2. The Architect shall advise, consult with, and serve as the District's representative in the general administration of the Contract for Construction and in District's dealings with the Contractor; however, the Architect will have authority to act on behalf of the District only to the extent provided in the Contract Documents.
- 5.7.3. The Architect shall provide technical direction to a full time Project Inspector employed by and responsible to the District.
- 5.7.4. The Architect will endeavor to secure compliance by contractors with the contract requirements, but he does not guarantee the performance of their contracts.
- 5.7.5. The Architect, as part of his basic professional services, will provide advice to the District on apparent deficiencies in construction following the acceptance of the work and prior to the expiration of the one-year General Construction Contract guarantee period of the project.
- 5.7.6. Communication Procedures.
 - 5.7.6.1. The Architect will serve as the District's representative continuously during construction and until final payment. The Architect shall be the District's designated representative regarding all design issues.
 - 5.7.6.2. The Architect shall copy the District on all correspondence that it sends to the Contractor.
- 5.7.7. The Architect shall provide direction to District's Project Inspector as to the interpretation of Contract and Construction Documents.
- 5.7.9. The Architect shall require the Contractor to prepare an accurate set of drawings indicating dimensions and locations of buried utility lines (showing as-built dimensions) and any changes or deviations in the work described in the Construction Documents, which shall be forwarded to the District upon completion of the Project. While Architect cannot guarantee precise accuracy of such drawings, Architect shall exercise reasonable care in reviewing such drawings to determine their general compliance with the contract documents. In the event that the Architect, consistent with standards of due care, becomes aware of non-conformity with field conditions, Architect shall have a duty to notify the District immediately in writing.
- 5.7.10. The Architect shall require the contractor to prepare and submit any notifications regarding excavation in areas which are known or suspected to contain subsurface installations pursuant to Government Code section 4216, *et seq.* and provide a copy of all such notifications to the District.
- 5.7.11. The Architect shall, at all times, have access to the Project wherever it is in preparation and progress. The Contractor shall provide facilities for such access so that the Architect may perform its functions under the Contract Documents.

- 5.7.12. In the discharge of its duties of observation and interpretation, the Architect shall advise the Contractor of its contractual obligation to comply with the Construction Documents, and shall endeavor to guard the District against defects and deficiencies in the work of the Contractor. The Architect shall advise and consult with the District concerning the Contractor's compliance with the Construction Documents and shall assist the District in securing the Contractor's compliance. The Architect shall visit the site, both as the Architect deems necessary and as requested by the District, to maintain familiarity with the quality and progress of the Project, to determine that the Contractor's work substantially complies with all documents, drawings, plans and specifications and that the Project is progressing in substantial accordance with the Construction Documents. Such observations are to be distinguished from the continuous inspection provided by the Project Inspector.
- 5.7.13. The Architect shall notify the District promptly of any discovered significant defects in materials, equipment or workmanship, and of any discovered default by any Contractor in the orderly and timely prosecution of the Project of which it becomes aware during the Construction Phase.
- 5.7.14. The Architect shall review and take other appropriate action upon all schedules, shop drawings, samples and other submissions of the Contractor to determine general conformance with the Project design and specifications as set forth in the Construction Documents. The Architect will have the authority to reject work and materials which do not conform to the Construction Documents. The Architect's approval of a specific item shall not be an approval of an assembly of which the item is a component. Whenever, in the Architect's reasonable judgment, it is considered necessary or advisable for the implementation of the intent of the Construction Documents, the Architect will have authority to require special inspection or testing of the work or materials in accordance with the Construction Documents whether or not such work or materials be then fabricated, installed or completed. The Architect will also have authority to approve substitution of materials or equipment when, in the Architect's reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Construction Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness so as to cause no delay, and in no case longer than fourteen (14) days.
- 5.7.15. The Architect shall require any Contractor to provide assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation by appropriate language to be included in the bid documents, as agreed upon by Architect and the District.
- 5.7.16. The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with the work. The Architect shall not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees or of any other persons performing

portions of the Project not employed or hired by the Architect, unless due to the Architect's failure to direct appropriate action, the Architect's failure to exercise due care, or the Architect's failure to follow the terms and conditions of this agreement.

- 5.7.17. The Architect shall prepare written monthly reports to the District regarding the progress of work during all pre-construction phases. During the Construction Phase, the Architect shall prepare written reports for each regularly scheduled meeting of the Governing Board and shall give oral reports to District staff before or after each site meeting. The Architect shall also make such regular reports as shall be required by agencies having jurisdiction over the Project.
- 5.7.18. The Architect will, consistent with standards of due care, make reasonable professional efforts to exclude asbestos, lead paint and other hazardous materials from new construction. In the event the District or Architect is or becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the Project site ("Hazardous Substances"), or the substantial risk thereof, each shall have a duty immediately to notify the other in writing.
- 5.7.19. The parties recognize, however, that Architect is not trained or licensed in the recognition or remediation of Hazardous Substances. With respect to asbestos and asbestos containing materials, the parties acknowledge that the Architect has recommended and the District has agreed to retain a qualified consultant to evaluate the presence of such materials at certain District facilities which are included in the scope of this Agreement. In the event that said consultant recommends a procedure to deal with such materials, said consultant shall have the responsibility to draft specification language for the removal or other remediation of such materials, and subsequently may be required to certify that they have been properly removed or other-wise remediated. Architect shall include consultant's recommendations and specifications in the appropriate design documents for modernization and shall, as part of its Basic Services, provide designs and other bid documents consistent therewith. When construction is properly completed, Architect shall provide such certification as to Hazardous Substances as is required of architects in such projects by the OPSC.
- 5.7.20. Based on the Architect's observations and an evaluation of each Project Application for Payment, the Architect will determine the amount owing to the Contractor and will issue Project Certificates for Payment incorporating such amount in accordance with the Construction Documents. The issuance of a Project Certificate for Payment shall constitute a representation by the Architect to the District that the quality of the Project is in accordance with the Construction Documents based upon Architect's periodic observations and that the Contractor is entitled to payment in the amount certified.
- 5.7.21. Notwithstanding anything else in this Agreement, as a part of its Basic Services, the Architect shall assist the District in evaluating claims, disputes and other matters in question between the Contractor and the District, including, but not limited to, claims

made against the District as a result of Architect or Architect's consultants' errors and omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the District at no cost to the District. The Architect shall render written opinions to the District within a reasonable time on all such claims, disputes and other matters.

- 5.7.22. The Architect will provide construction advice to the District on apparent deficiencies in construction, both during construction and after acceptance of the Project.
- 5.7.23. The Architect shall recommend, prepare and process the necessary change orders. Payment of fees to the Architect as a result of change orders shall be handled as follows.
- 5.7.24.1. District initiated changes. If a change order is requested by the District, the Architect's fee for such change order shall be calculated on a percentage or hourly basis as agreed in writing by the District and the Architect prior to commencement of work on the change order. If a change order is solicited by the District from the Contractor but not subsequently authorized by the District, the Architect shall be paid for time spent on the proposed change order as an Additional Service.
- 5.7.24.2. Change orders due to Architect negligence. When a change order is necessitated as a result of negligence in the exercise of Architect's professional duties, the Architect's fees shall not be calculated by reference to the cost of any change order work which would not have been necessitated had the work been included in the bid documents.
- 5.7.24.3. Change orders beyond District or Architect control. If a change order is necessitated as a result of changes in law, in-field changes required by governing agencies after document approval, unknown, unforeseeable or hidden conditions, or actual conditions inconsistent with available drawings of existing conditions, such change orders shall be handled in the same manner as District-initiated change orders.
- 5.7.25. If a change order is necessitated as a result of the negligence in the exercise of the Architect's professional duties, the Architect shall not receive any fee with respect to such change order. Also, the Architect shall be responsible for the cost of the following:
1. the reasonable excess cost to construct the work described in the change order, as compared with the cost to construct the work had it been included in the bid documents; and
 2. any delay charges which the District incurs as a result of the negligence.
- 5.7.26. The District may back charge the Architect for these costs and expenses, and may seek reimbursement for any amount which exceeds any retention of the contract amount at the time of collections.

- 5.7.27. The Architect shall determine the dates of substantial and final completion and make a final detailed on-site review of the job with representatives of the District and the Contractor.
- 5.7.28. The Architect shall issue the certificate of substantial completion and final certificate for payment to the Contractor and any other documents required to be recorded by law or generally accepted architectural or construction contract practice upon compliance with the requirements of the Construction Documents, provided that such certification shall not constitute an admission that the Project has been completed in accordance with Contract Documents or in conformance with this Agreement.
- 5.7.29. The Architect shall assemble and deliver to District all written guarantees, instruction books, computer software programs, diagrams and charts required of Contractors and provide the District with one set of reproducible drawings, Record Drawings described in Paragraph 5.7.9 upon issuance of the Architect's certificate of completion.
- 5.7.30. The Architect shall be responsible to the District for the utility, economy, durability and aesthetics of the Project within the budget established by the District.
- 5.7.31. Architect shall make reasonable professional efforts so that the finished project complies with all standards imposed by the Americans with Disabilities Act and with handicapped access requirements of the California Building Code, all as determined and enforced by the Division of the State Architect, in reviewing Architect's plans and specifications for this Project. The Architect shall not be responsible for acts or omissions of the Contractor or of any other persons performing portions of the Project not employed or hired by Architect, nor shall Architect be responsible for any subsequent changes in the law or any regulation applicable to handicapped access or any subsequent differing interpretation of the laws or regulations applicable at the time Architect's design is reviewed by DSA. In the event that the Architect is or becomes aware of possible non-compliance with the foregoing standards, Architect shall have a duty to notify the District immediately in writing of the possible non-compliance.
- 5.7.32. Project construction cost as used in this agreement means the total cost to the District of all work designed or specified by the Architect, including work covered by approved change orders and/or alternates, but excluding the following: any payments to Architect or consultants, for costs of inspections, surveys, tests, and site landscaping not included in project.
- 5.7.33. When labor or material is furnished by the District below its market costs, the project construction cost shall be based upon current market cost of labor and new material.
- 5.7.34. The project construction cost shall be the acceptable statement of construction costs to the District as submitted by the Architect until such time as bids have been received, whereupon it shall be the initial construction contract amount.

- 5.7.35. Statements of Construction Cost shall be prepared on a square foot/unit cost basis, or more detailed computation if deemed necessary by the Architect, considering prevailing construction costs and including all work for which bids will be received. It is understood that the project construction cost is affected by the labor and/or material market as well as other conditions beyond the control of the Architect or District.

6. ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT

- 6.1. The services described in this Article 6 are not included in Basic Services, and they shall be paid for by the District as provided in this Agreement, in addition to the compensation for Basic Services. If services described under the following subparagraphs are required due to circumstances beyond the Architect's control, the Architect shall notify the District prior to commencing such services. If the District deems that such services described under the following subparagraphs are not required, the District shall give prompt written notice to the Architect. If the District indicates in writing that all or part of such Additional Services are not required, the Architect shall have no obligation to provide those services. In no instance shall the fee for additional services be higher than the fee would be for the same scope of work had the work been performed under the Basic Service section.
- 6.2. The following list of services are not included in the Basic Services to be provided under this Agreement, and they will be performed only in accordance with 6.1, above:
1. Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the District's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Article 5.
 2. Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase;
 3. Providing coordination of Projects performed by separate contractors or by the District's own forces;
 4. Providing services in connection with an arbitration proceeding or legal proceeding except where the Architect is party thereto;
 5. Making revisions in Drawings, Specifications or other documents when such revisions are:
 - a. inconsistent with approvals or instructions previously given by the District, including revisions made necessary by adjustments in the District's program or Project budget;

- b. required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.
6. Providing consultation concerning replacement of any work damaged by fire or other cause during construction of the Project, and furnishing services as may be required in connection with the replacement of such work;
7. Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the District or Contractor under the Contract for Construction;
8. Providing services after issuance to the District of the final Certificate for Payment;
9. At the District's request, selecting moveable furniture, equipment or articles which are not included in the Construction Documents; and
10. If directed by the District, the employment of special consultants including but not limited to theatrical consultants, acoustical engineers and audio-visual system designers, the preparation of special delineations and models, and overtime work by the Architect's employees to accomplish anything that is not part of the base agreement.
11. Programming meetings with District personnel and development of a Functional Space Program for the Industrial Technology, Art and Culinary Arts facilities and curriculum (CTEFP facilities) at Pleasant Valley High School and development of Pre-Schematic Floor Plans illustrating one or more options for renovating and possibly expanding the CTEFP facilities

7. RESPONSIBILITIES OF DISTRICT

It shall be the duty of District to:

1. provide full information as to the requirements and educational program of the project, including realistic budget limitations and scheduling;
2. pay all fees required by any reviewing or licensing agency;
3. designate a representative authorized to act as a liaison between the Architect and the District in the administration of this Agreement and the Construction Documents. The District shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the project.
4. furnish, at the District's expense, the services of a Project Inspector;

5. review all documents submitted by the Architect and advise the Architect of decisions thereon within a reasonable time after submission;
6. issue appropriate orders to Contractors through the Architect;
7. furnish existing soil investigation or geological hazard reports which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect;
8. provide information regarding programmatic needs and specific equipment selection data;
9. furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract and Construction Documents, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by the Architect;
10. furnish prompt notice of any fault or defects in the Project or non-conformance with the Construction Documents of which the District becomes aware;
11. furnish all legal advice and related services required for the project; and
12. notify the Architect in writing of apparent deficiencies in materials or workmanship during the Contractor's one year guarantee period.
13. the District shall procure a certified survey of the site, including grades and lines of streets, alleys, pavements, adjoining properties and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the building site, locations, improvements and trees; and full information as to available utility services and lines, both public and private above and below grade, including inverts and depths. All the information on the survey shall be referenced to a project benchmark. The cost of any such survey shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the survey.
14. the District shall procure chemical, mechanical or other tests required for proper design, tests for hazardous materials and borings or test pits necessary for determining subsoil conditions. The cost of any such tests shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the testing.

8. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

- 8.1. Prior to the commencement of services under this Agreement, the Architect shall furnish to the District a Certificate of Insurance for the period covered by this Agreement, for public liability and property damage with an insurance carrier satisfactory to the District, under forms satisfactory to the District, to protect the Architect and District against loss from liability imposed for damages (1) on account of bodily or personal injuries, including death, accidentally suffered or alleged to have been suffered by any person or persons that may be caused directly or indirectly by the performance of this Agreement, and (2) on account of injury to or destruction of property, including the resultant loss of use of the Project or other District facilities or equipment, resulting from acts of commission or omission by the Architect, or otherwise resulting directly or indirectly from the Architect's operations in the performance of this Agreement. The District shall be named as an additional insured on all such policies.
- 8.2. The following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written on an "occurrence" basis: Commercial general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less than Two Million Dollars (\$2,000,000) general aggregate, One Million Dollars (\$1,000,000) personal and advertising injury aggregate, with a per occurrence limit of One Million Dollars (\$1,000,000); Automobile liability insurance covering motor vehicles shall be in an amount not less than One Million Dollars (\$1,000,000) combined single limit.
- 8.3. The Architect's insurance policies shall contain a provision for thirty (30) days written notice to the District of cancellation or reduction of coverage.
- 8.4. At the time of making application for any extension of time, the Architect shall submit evidence that insurance policies will be in effect during the requested additional period of time.
- 8.5. If the Architect fails to maintain such insurance, the District may, but shall not be required to, take out such insurance to cover any damages of the above-mentioned classes for which the District might be held liable on account of the Architect's failure to pay such damages, and deduct and retain the amount of the premiums from any sums due the Architect under this Agreement.
- 8.6. Nothing contained in this Agreement shall be construed as limiting, in any way, the extent to which the Architect may be held responsible for the payment of damages resulting from the Architect's operations.
- 8.7. Each of the Architect's consultants shall comply with this Article, and the Architect shall include such provisions in its contracts with them.

9. WORKERS COMPENSATION INSURANCE

Prior to the commencement of services under this Agreement, the Architect shall furnish to the District satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out, for the period covered by this Agreement, workers' compensation insurance with an insurance carrier satisfactory to the District for all persons whom they may employ in carrying out the work contemplated under this Agreement in accordance with the Workers' Compensation Laws of the State of California. If the Architect employs any engineer, expert, consultant or subcontractor which it did not intend to employ prior to commencement of services, it must furnish such proof of workers' compensation insurance to the District immediately upon employment. Such insurance shall be maintained in full force and effect during the period covered by this Agreement including any extensions of time. If the Architect is self-insured, the Architect shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District.

10. ERRORS AND OMISSIONS INSURANCE

Professional Liability Insurance covers errors and omissions and wrongful acts by Architect in the performance of the work. For Architect, such insurance shall bear a combined single limit per occurrence of not less than \$500,000 or the constructed value of the project, whichever is greater; or not less than \$1,000,000 if the constructed value is greater than \$1,000,000. For Consultant retained by Architect, such insurance shall bear a combined single limit per occurrence of not less than \$500,000 or the amount of Consultant's Subcontract, whichever is greater. Professional Liability Insurance is not required for conceptual or preliminary type of work or for interior design of the work. Such insurance shall remain in full force and effect for the same period as the Commercial General Liability Insurance.

11. COMPLIANCE WITH LAWS

Architect shall be familiar with and shall exercise due and professional care to comply with all State and Federal laws and regulations applicable to the Project or lawfully imposed upon the Project by agencies having jurisdiction over the Project.

12. TERMINATION OF AGREEMENT

- 12.1. 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.

12.2. 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.

12.3. Termination - Miscellaneous.

12.3.1. 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.

12.3.2. 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.

13. ARCHITECT AN INDEPENDENT CONTRACTOR

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.

14. STANDARDIZED MANUFACTURED ITEMS

The Architect shall consult and cooperate with the District in the use and selection of manufactured items to be used in the Project. Manufactured items including, but not limited to, paint, finish, hardware, plumbing fixtures and fittings, mechanical

equipment, electrical fixtures and equipment, roofing materials, and floor coverings, shall be standardized to the District's criteria so long as the same does not interfere seriously with the building design or cost.

15. OWNERSHIP OF DOCUMENTS

- 15.1. 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.
- 15.2. The Architect will provide the District with a complete set of reproducible 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, and will retain, on the District's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Architect's files for a period of no less than fifteen (15) years. Architect shall promptly make available to District any original documents it has retained pursuant to this Agreement upon request by the District.

16. LICENSING OF INTELLECTUAL PROPERTY

- 16.1. 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, 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. 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.
- 16.2. Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates or other documents that Architect prepared or causes to be prepared to this Agreement. Architect shall indemnify and hold the District harmless pursuant to Paragraph 18.1 of this Agreement for any breach of this Article. The Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or 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, that were prepared by design professionals other than Architect and provided to Architect by the District.

17. ACCOUNTING RECORDS OF ARCHITECT

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.

18. INDEMNITY

18.1. 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.

18.2. 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.

18.3. 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 Paragraph 16.1 of this Agreement.

19. TIME SCHEDULE

19.1. Time for Completion. Time is of the essence of this Agreement. The Architect shall put forth the Architect's best efforts to complete the Project according to the schedule attached as Exhibit "B" to this Agreement.

- 19.2. Delays. The District recognizes that circumstances may occur beyond the control of either the District or the Architect and extensions for such delays may be made to the schedule if approved by the District. Any time during which the Architect is delayed in the Architect's work by acts of District or its employees or those in direct contractual relationship with District or by acts of nature or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any fault or negligence on the part of the Architect or its consultants, shall be added to the time for completion of any obligations of the Architect. District shall not be liable for damages to the Architect on account of any such delay.

20. MISCELLANEOUS PROVISIONS

- 20.1. This Agreement shall be governed by and construed in accordance with the laws of the State of California. 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.
- 20.2. The Architect shall not assign or transfer any or all of its rights, burdens, duties or obligations under this Agreement excepting preparation of portions of the Construction Documents by duly licensed professional consultants without the prior written consent of the District.
- 20.3. If any action or proceeding arising out of or relating to this Agreement is commenced by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, reasonable attorneys' fees, costs and expenses incurred in the action or proceeding.
- 20.4. 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 set forth below:
- | | |
|------------|--|
| District: | Chico Unified School District
1163 East Seventh Street
Chico, California 95928 |
| Architect: | Nichols, Melburg & Rossetto
555 Main Street, Suite 300
Chico, CA 95928 |
- 20.5. This Agreement shall inure to the benefit of and shall be binding upon the Architect and the District and their respective successors and assigns.

- 20.6. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- 20.7. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
- 20.8. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the District or the Architect.
- 20.9. This Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement or understanding. There are no understandings, agreements, representations or warranties, expressed or implied, not specified in this Agreement. The Architect, by the execution of this Agreement, acknowledges that the Architect has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- 20.10. The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, 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 6th day of July, 2009

ARCHITECT:

NICHOLS, MELBURG & ROSSETTO

DISTRICT:

CHICO UNIFIED SCHOOL DISTRICT

By: _____
Stephen A. Gonsalves, Principal

By: _____
Jan Combes, Assistant Superintendent
Business Services

EXHIBIT "A-1"**ARCHITECT'S FEE SCHEDULE**

The Architect's compensation for Pre-Schematic Design services shall be on an hourly rates and charges basis in Accordance with the Schedule of Hourly Rates and Charges attached as Exhibit A-2.

The Architect's fee for Schematic Design through Construction Administration Services will be determined as follows based on a preliminary opinion of construction cost provided by Architect or a third party cost consultant working under a separate agreement with the District:

<i>Contract Amount</i>		<i>% Rate</i>		<i>Fee</i>
first \$500,000	x	12%	=	\$ 60,000
next \$500,000	x	11.5%	=	\$ 57,500
next \$1,000,000	x	11%	=	\$ 110,000
<u>Remainder</u>	<u>x</u>	<u>10.5%</u>	<u>=</u>	<u>\$ To Be Determined</u>
Total Basic Compensation				\$ To Be Determined

EXHIBIT "A-2"

ARCHITECT'S SCHEDULE OF HOURLY RATES AND CHARGES

HOURLY RATE SCHEDULE:

Principal Architect/Structural Engineer	\$170.00/hour
Director	\$150.00/hour
Associate Principal Architect.....	\$140.00/hour
Senior Associate Architect	\$130.00/hour
Structural Engineer	\$130.00/hour
Associate	\$110.00/hour
Senior Project Architect/Representative	\$105.00/hour
Project Architect/Representative/Engineer	\$100.00/hour
Architect	\$95.00/hour
Architect Intern.....	\$90.00/hour
Medical Planner	\$90.00/hour
Interior Design.....	\$90.00/hour
CAD Operator I	\$90.00/hour
CAD Operator II	\$80.00/hour
CAD Operator III	\$75.00/hour
Project Administrator.....	\$75.00/hour
Administrative Analyst.....	\$65.00/hour
Technical Assistant	\$60.00/hour
Clerical	\$50.00/hour

REIMBURSABLE EXPENSE RATES:

I. REPROGRAPHICS

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

II. TRAVEL EXPENSES

Mileage	Current IRS allowed amount
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III. COMPUTER EXPENSES

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

for other than NMR and sub-consultant use

- IV. AGENCY FEES**
Approval and Plan Check Fees.....Actual Expense + 10%
- V. CONSULTANTS**
Consultant Billings (for additional services)Actual Expense + 10%
Consultant Reimbursable ExpensesActual Expense + 10%
- VI. OTHER PROJECT RELATED ITEMS (including travel).....Actual Expense + 10%**

PROPOSED AGENDA ITEM: Nutrition Services Bids

Prepared by: Tanya Harter, Nutrition Specialist

☒ Consent
☐ Information Only
☐ Discussion / Action

Board Date: July 22, 2009

Background Information

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

Educational Implications

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

Fiscal Implications

Cafeteria Fund Budget includes grocery and dairy products. No impact on General Fund.

Recommendation

Consider approval of granting authorization to the Superintendent/Designee to award bids to the lowest responsive bidders, as follows:

1. Recommend approval to roll-over the 2008-2009 Milk/Dairy Foster Farms Dairy, Chico Distributor, 529 Kansas Avenue, Modesto, CA 95351.
 - Non-Fat Chocolate Milk ½ pint \$0.1714 (\$0.2069 8/2008)
 - 1% White Milk ½ pint \$0.1662 (\$0.2205 8/2008)
2. Recommend approval of the 2009-2010 Grocery Bid. The Grocery Bid involves 98 items that are awarded individually by item to the three lowest responsive bidders.
 - SYSCO, Food Services of Sacramento, Inc. 7062 Pacific Avenue, Pleasant Grove, CA 95668
 - The Danielsens Co. 435 Southgate Court, Chico, CA 95928-7435
 - Robb Ross Foods, Inc., 2531 E. Edgar, Fresno, CA 93706.
 - BUNZL Distributing 17365 West Commerce Way, Tracy, CA 95377.

ITEM	PRODUCT SPEC	PACK SIZE	SYSO \$/50	NOTES	DANCO \$300	NOTES	ROBB ROSS	NOTES	BUNZL	NOTES	UNITED TEXTILE	NOTES
Almonds, Slice	5# case		\$23.08		NO BID			\$89.95	25# box			
Bag, #25	White Sandwich		\$53.41			\$27.24	Market			\$28.95	2000 CT	
Bag, #8	500 ct.		\$23.79	2/500 CT.		\$9.13				\$9.02	500 CT	
Baking Powder		6/5# box	\$36.08			\$25.72		\$62.25	50# bag			
Baking Soda		24/1# box	\$13.00			\$9.36		\$17.90	12/2#			
Bean, Carbonzo	Packed in H2O	6/10	\$18.70			\$22.17						
Bean, Green	Packed in H2O	6/10	\$19.25			\$19.41						
Bean, Kidney	Packed in H2O	6/10	\$21.02			\$21.30						
Bean, Refried	12/31 oz	cs 6/30 oz	\$17.39	6/30 OZ		36.33/34.4	Whole Bean/Smooth					
Blueberries, Frozen	20 or 30# case		\$32.16	20#		\$56.46	30# Market	\$39.99	30#			
Box, Pizza	16 in	case	\$28.88	50 CT.		\$15.48	50 ct			\$28.45	50 CT.	
Cereal, Rice Crispie, Bulk		8/35 oz	\$34.49			\$16.02	Malt-o-Meal					
Cereal, Rolled Oats	Whole Rolled Oats	50# sack	\$21.62			\$25.13	Special Order Quaker	\$21.20				
Cheese, Cream 10/3#	10/3# blocks		\$33.11	6/3# Market		1.54#	Market	\$49.25	30# box			
Chili Mix	12/16.5 oz per case		\$29.59	60/20.8 oz		NO BID						
Chinese Food Pail	Size 26 9x50	case	\$38.49			\$30.68	Special Order					
Chip, Tortilla 2.0 oz 100 ct.	Unsalted 100/2 oz	case	\$25.03	120/1.5 oz		\$24.25	La Tapatia					
Chocolate Chips		4000 ct	\$51.15			\$35.69	6000 ct	\$56.45	25#			
Chocolate M&M Mini	25#	case	\$83.44	Special Order		NO BID		\$56.75				
Cleaner, Oven	6/can case MSDS	case	\$34.47			NO BID						
Cleaner, Stainless Steel	MSDS	case	\$29.39			NO BID						
Cleaner, 409	MSDS	case	\$31.13			\$30.33	Special Order 12/32 oz					
Cleaner, Comet type	MSDS	case	\$30.37			\$17.11	AJAX 24/21 oz			\$20.40	32 OZ Organic	
Cocoa, Baking	25#	case	\$69.60	6/5#		\$33.09		\$70.90				
Confetti, Cookie Topping	5# box	box	\$11.43	6# Rainbow		25#		\$14.40				
Cookie, Fortune	Individual Wrap	case	\$11.10	6#		\$17.99	350 ct.					
Cracker, Whole Wheat	2 ct. ind. Wrap	case	\$16.68			\$17.98	300-2 ct Special Order					
Croutons	1 oz. ind. Wrap	case	\$14.46	250/25 oz		\$17.63	250/25 oz					
Crunchmania, Cin Bun	SB12 Compliant	case	\$30.85			\$33.73						
Cup-Baking (6x2.5)	6x2.5 2000 ct	case	\$25.37			NO BID		\$20.80				
Dressing, 1000 island	Hellman's	2/1.5 gal	\$36.22	Special Order		NO BID						
Dressing, Asian Sesame	Marzetti Brand	4/1 gal	\$39.42			\$31.84	Special Order 4/1 gal					
Dressing, Caesar	Marzetti Brand	4/1 gal	\$55.69			\$39.31	Market Ken's					
Dressing, Caesar pouch	Hellman's	2/1.5 gal	\$46.62	Special Order		NO BID						
Dressing, Honey Mustard	Hellman's	2/1.5 gal	\$33.71	Special Order		NO BID						
Egg, Dried 50#	Dried Whole Egg	50# case	\$59.98	Special Order		NO BID		\$144.70	Special Order 2/3 wk.			
Flour, Whole Wheat 25#	25# sack	sack	\$13.05			\$6.04		\$12.45	50#			
Flour, Rice	Rice Flour Course	sack	\$19.02			NO BID		\$38.85				
Fruit, Applesauce	Packed in own juice or water	6/10	\$22.31			\$23.24		\$33.45				
Fruit, Mixed	Packed in own juice or water	6/10	\$24.01			\$23.12						
Fruit, Peach Diced	Packed in own juice or water	6/10	\$23.40			\$19.60						
Fruit, Pear Diced	Packed in own juice or water	6/10	\$26.56			\$19.46						
Fruit, Pineapple Tidbits	Packed in own juice or water	6/10	\$29.75			\$18.11		\$30.95	Special Order 2-3 wk.			
Gloves, Poly student	10/100 ct. Med & Lg	case	\$23.41	4/100 ct		NO BID			\$7.25	10/100	\$0.59 box	100 box, 100 boxes

Hat, Bouffant, White	5/100 ct	case	\$6.36	100 ct	\$20.06	Special Order 10-100 ct.		\$16.25	1000 CT.	\$2.16	21" 100 box/10/cs
Hat, Overseas	5/100 ct.	case	\$8.64	100 ct.	NO BID			\$6.71	100 CT		
Ketchup, 2/1.5 gal	Hellman's	2/1.5 gal	\$21.49		NO BID						
Maple Flavoring		4/1 gal	NO BID		NO BID						
Mayonaise 2/1.5 gal	Hellman's	2/1.5 gal	\$36.84		NO BID						
Mustard 2/1.5 gal	Hellman's	2/1.5 gal	\$17.15		NO BID						
Napkin, Scott Cartridge	Scott 98908 6x875	case	\$47.81	Tork Adv. 12/500 ct	NO BID						
Oil, Veg 35#	vegetable/soybean Oil	35# box	\$48.55	Market, 6/1 gal	\$19.78	Market	\$21.80				
Pepper, Jalapeno sliced	Sliced	case	\$18.41		\$18.42						
Pepperoni Sliced	Sliced	case	\$26.73	Market, 6/1 gal	\$62.70	25#					
Plastic Wrap 12"	12"	each	\$11.80		\$7.67			\$9.82	12"x2000'		
Potholder	6x6", 6 ct.	case	\$5.86		NO BID						
Raisins, 30#	Bulk	case	\$43.07		\$43.62	Special Order	\$36.10				
Dressing, Ranch	Hellman's	2/1.5 gal	\$31.38		NO BID						
Relish, Dill		case 4/1 gal	\$28.14		\$14.03						
Rice, 25# Cube	Parboiled	Box	\$13.70		\$9.87						
Rice, Brown 25#	Parboiled	box/bag	\$15.30		\$13.13	Special Order					
Salt, 25#		25# bag	\$4.91		\$3.82	Market	\$8.95	50#			
Sauce, BBQ 4/1 gallon	Cattleman's or similar	case 4/1 gal	\$33.27	Sysco Brand	\$24.73	Kruger					
Sauce, BBQ Dispenser	Hellman's	2/1.5 gal	\$32.89		NO BID						
Sauce, Enchilada	Rosita ro similar	6#10	\$32.95		\$27.83						
Sauce, Hunan Hot & Spicy	House of Tsang brand	4/50.85 oz	\$35.51	4/48 oz	NO BID						
Sauce, Orange Zesty	Minor's Brand	4/1.5 gal	\$41.08		NO BID						
Sauce, Pizza		6#10	\$17.45		\$13.17						
Sauce, Marinara/Spaghetti		6#10	\$18.39		\$12.50						
Sauce, Sweet & Sour	Kikkiman Brand	case	\$31.30		NO BID						
Sauce, Teriyaki 6/5#	Kikkiman Brand	case	\$40.67	4/1 gal	\$16.75	4/1 gal Diamond Crystal					
Scrubber, S/S	Stainless Steel 12/case	pkg	\$19.39		\$23.88	6/12 ct		\$17.19	12 CT		
Soup, Boston Clamchowder	Frozen Concentrate	3/4#	\$31.40		NO BID						
Soup, Potato Cream	Frozen Concentrate	3/4#	\$21.96		NO BID						
Soup, Chicken Noodle	Frozen Concentrate	3/4#	\$29.12		NO BID						
Soup, Corn Chowder	Frozen Concentrate	3/4#	\$26.17		NO BID						
Soup, Cream of Broccoli	Frozen Concentrate	3/4#	\$28.56		NO BID						
Soup, Chicken Dumpling	Frozen Concentrate	3/4#	\$32.97		NO BID						
Spice, Sesame Seed	5# or larger	case	\$27.08	5.5#	\$16.53	5# Special Order	\$37.85	10# bucket			
Spice, Sugar	50# sack	sack	\$19.92		\$22.28	Market	\$23.15	White Salin Brand			
Spice, Sugar confection	50# sack	sack	\$24.50		\$24.67	Market	\$25.40	White Salin Brand			
Spice, Sugar brown	50# sack	sack	\$23.49		\$14.67	Market 25#	\$26.25	White Salin Brand			
Sprinkles	Cookie Topping 5# carton	CTN	\$11.34	6# chocolate	NO BID		\$8.15	6# carton			
Sunflower Seed	Honey Roasted	150/1 oz	\$25.41		\$19.82						
Taco Shell - Large	Jumbo Size	case	\$14.16		\$14.58						
Thermometer, Digital		each	\$11.99		NO BID						
Thermometer, Fzr/Refrig	1/2 per box	each	\$7.95	2 ct	NO BID						
Thermometer, Oven		pkg.	\$3.91		NO BID						
Tortilla, Assorted 12" 5/10 ct.	Tortilla Wrap, multi flavor pack	case	\$31.12	10/10 ct	\$12.62	Special Order					
Towel, Disposable	variety	case	\$19.62	200 ct 13x20	NO BID			\$23.57	30 CT.	\$67.50	11"24" Heavy Duty 600ctcs

July 22, 2009

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

Name/Employee #	Assignment	Effective	Comment
<u>Administrative Appointment 2009/10</u>			
Allen, Michael	Assistant Principal, Senior High	2009/10	Appointment
<u>Temporary Appointment(s) 2009/10 According to Board Policy</u>			
Adamian, Annie	Secondary	2009/10	0.5 FTE Temporary Appointment
Allspaugh, Tamara	Secondary	2009/10	0.4 FTE Temporary Appointment
Becker, Jason	Secondary	2009/10	0.2 FTE Temporary Appointment
Bettencourt, Joann	Elementary-Immersion	2009/10	1.0 FTE Temporary Appointment
Burns, Priscilla	Secondary	2009/10	0.2 FTE Temporary Appointment
Burton, Beth	Secondary	2009/10	0.8 FTE Temporary Appointment
Callas, Christine	Secondary	2009/10	1.0 FTE Temporary Appointment
Carter, Tammara	Secondary	2009/10	0.4 FTE Temporary Appointment
Cassetta, Lourdes	Elementary-Immersion	2009/10	1.0 FTE Temporary Appointment
Castaneda, Jennifer	Elementary-Immersion	2009/10	1.0 FTE Temporary Appointment
Connolly, Cheryl	Elem. PE Specialist	2009/10	0.6 FTE Temporary Appointment
Coombe, Kelly	Secondary	2009/10	0.6 FTE Temporary Appointment
Dunsmoor, Jeanine	Secondary	2009/10	1.0 FTE Temporary Appointment
Ellis, Amanda	Counselor	2009/10	1.0 FTE Temporary Appointment
Ford, Greg	Secondary	2009/10	0.6 FTE Temporary Appointment
Gregoire, Marcelle	Secondary	2009/10	1.0 FTE Temporary Appointment
Gulbrandsen, Erinn	Secondary	2009/10	1.0 FTE Temporary Appointment
Hamilton, Ellen	Secondary	2009/10	1.0 FTE Temporary Appointment
Hankins, Elizabeth	Secondary	2009/10	0.5 FTE Temporary Appointment
Hansen, Annalisa	Secondary	2009/10	0.6 FTE Temporary Appointment
Hart, Joan	Speech	2009/10	0.9 FTE Temporary Appointment
Hislop, April	Secondary	2009/10	1.0 FTE Temporary Appointment
Isern, Jessica	Counselor	2009/10	1.0 FTE Temporary Appointment
Johnson, Margaret	Counselor	2009/10	0.7 FTE Temporary Appointment
Joiner, Gerald	Secondary	2009/10	0.8 FTE Temporary Appointment

Joiner, Matt	Secondary	2009/10	0.2 FTE Temporary Appointment
Kidd, Debra	Secondary	2009/10	1.0 FTE Temporary Appointment
Kraatz, Maria	Elementary-Immersion	2009/10	1.0 FTE Temporary Appointment
LaFollette, Corrine	Secondary	2009/10	0.2 FTE Temporary Appointment
Mayr, Marthya	Secondary	2009/10	0.6 FTE Temporary Appointment
Millar, Megan	Speech	2009/10	1.0 FTE Temporary Appointment
Moretti, Susan	Secondary	2009/10	.4 FTE Temporary Appointment
Mota, Adan	Elementary-Immersion	2009/10	1.0 FTE Temporary Appointment
Peacock, Michaelle	Psychologist	2009/10	1.0 FTE Temporary Appointment
Purl, Kamala	Secondary	2009/10	1.0 FTE Temporary Appointment
Rollins, Rahlina	Secondary	2009/10	1.0 FTE Temporary Appointment
Salado, Randi	Secondary	2009/10	1.0 FTE Temporary Appointment
Salas, Stephen	Elementary-Immersion	2009/10	1.0 FTE Temporary Appointment
Serrato, Linda	Elementary-Immersion	2009/10	1.0 FTE Temporary Appointment
Smith, Julia C.	Elementary Special Ed	2009/10	1.0 FTE Temporary Appointment
Sunderland, Janice	Secondary	2009/10	1.0 FTE Temporary Appointment
Thayer, Kathleen	Secondary	2009/10	0.8 FTE Temporary Appointment
Zweigle, Sheena	Secondary	2009/10	0.4 FTE Temporary Appointment

Full-Time Leave Request(s) 2009/10

Stephens, Anne	2009/10 (Effective 8/10-12/18/09)	1.0 FTE Personal Leave
Taylor, Natalie	2009/10	1.0 FTE Personal Leave (Increase from .4 FTE Leave approved 3/29/09)

Part-Time Leave Request(s) 2009/10

Applegate, Kari	Psychologist	2009/10	.4 FTE Personal Leave
Cassetta, Lourdes	Elementary-Immersion	2009/10	.4 FTE Child Care Leave
Peacock, Michaelle	Psychologist	2009/10	.6 FTE Child Care Leave

Retirement(s)/Resignation(s)

McGuire, Cherie	September 7, 2009	Retirement
Chudy, Therese	June 5, 2009	Retirement
Wesley, Lori	June 5, 2009	Disability Retirement

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

5.4.2.
Page 1 of 3

DATE: July 22, 2009

MEMORANDUM TO: Board of Education

FROM: Kelly Staley, Superintendent

SUBJECT: Classified Human Resources Actions

ACTION	NAME	CLASS/LOCATION/ ASSIGNED HOURS	EFFECTIVE	COMMENTS/PRF #/ FUND/RESOURCE
APPOINTMENT	BOWEN, CARA	INSTRUCTIONAL ASST/ NEAL DOW/1.5	8/12/2009	NEW POSITION/414/ CATEGORICAL/4124
APPOINTMENT	CARVER, JOHN	LT M & O SUPERVISOR/ M & O/8.0	7/1/2009 - 7/20/2009	EXTEND LT POSITION/285/ GENERAL/0000
APPOINTMENT	CISNEROS-GOULART, MARCY	TYPIST CLERK-ADMIN/ ED SERVICES/8.0	7/13/2009	VACATED POSITION/401/ GENERAL/0000
APPOINTMENT	GONZALES, JULIAN	CUSTODIAN/ M & O/8.0	7/6/2009	VACATED POSITION/348/ GENERAL/0000
APPOINTMENT	GUDMUNDSON, DEE	SR OFFICE ASSISTANT/ AFC/8.0	7/1/2009	IN LIEU OF LAYOFF/409/ CATEGORICAL/3200
APPOINTMENT	KAPELLAS, MARC	CUSTODIAN/ M & O/8.0	7/1/2009	VACATED POSITION/347/ GENERAL/0000
APPOINTMENT	TINER, KAYCI	OFFICE ASST ELEMENTARY ATTENDANCE/ SIERRA VIEW/4.0	7/29/2009	VACATED POSITION/382/ GENERAL/0000
INCREASE IN HOURS	BERNEDO, ANNA	IPS-CLASSROOM/ ROSEDALE/3.5	8/12/2009	VACATED POSITION/319/ SPECIAL ED/6501
INCREASE IN HOURS	GOLLON, MELISA	CAFETERIA ASSISTANT/ CHS/2.0	8/12/2009	VACATED POSITION/391/ NUTRITION/0000
INCREASE IN HOURS	GREENLEAF, AMARI	IA-SPECIAL ED/ MCMANUS/3.5	8/12/2009	VACATED POSITION/394/ SPECIAL ED/6500
INCREASE IN HOURS	RASH, JUDITH	CAMPUS SUPERVISOR/ FVHS/8.0	8/12/2009	VACATED POSITION/345/ GENERAL/0000
INCREASE IN HOURS	SWIFKA, COSIMA	CAFETERIA SATELLITE MANAGER/SIERRA VIEW/6.5	8/11/2009	EXISTING POSITION/434/ NUTRITION/0000
PROMOTION	DEAVER, HEATHER	CERTIFICATED HR ASST/ HUMAN RESOURCES/8.0	7/1/2009	VACATED POSITION/346/ GENERAL/0000
PROMOTION	FIELDS, SHARYN	SCHOOL OFFICE MANAGER/ AFC/8.0	7/28/2009	VACATED POSITION/408/ CATEGORICAL/0000
PROMOTION	MCKEON, DENISE	SCHOOL OFFICE MANAGER/ MCMANUS/8.0	7/24/2009	VACATED POSITION/402/ GENERAL/0000
RE-EMPLOYMENT	BOUTTOTE, STEVEN	SR CUSTODIAN/ PVHS/8.0	7/6/2009	VACATED POSITION/404/ GENERAL/0000
RE-EMPLOYMENT	JACKSON, MARK	IA-SPECIAL ED/ NORD/5.0	8/12/2009	NEW POSITION/386/ SPECIAL ED/6500
RESIGNED ONLY POSITION LISTED	BERNEDO, ANNA	IPS-CLASSROOM/ LOMA VISTA/2.0	8/11/2009	INCREASE IN HOURS
RESIGNED ONLY POSITION LISTED	DEAVER, HEATHER	HR COORDINATOR/ HUMAN RESOURCES/8.0	6/30/2009	PROMOTION
RESIGNED ONLY POSITION LISTED	FIELDS, SHARYN	INSTRUCTIONAL ASST/ MCMANUS/3.0	7/27/2009	PROMOTION

Classified Human Resources Actions, con't

RESIGNED ONLY POSITION LISTED	GOLLON, MELISA	CAFETERIA ASSISTANT/ CJHS/1.5	8/11/2009	INCREASE IN HOURS
RESIGNED ONLY POSITION LISTED	GREENLEAF, AMARI	IA-SPECIAL ED/ MARIGOLD/2.5	8/11/2009	INCREASE IN HOURS
RESIGNED ONLY POSITION LISTED	GREENLEAF, AMARI	IA-SPECIAL ED/ MJHS/2.0	8/11/2009	VOLUNTARY RESIGNATION
RESIGNED ONLY POSITION LISTED	JACKSON, MARK	IA-SPECIAL ED/ ROSEDALE/2.5	8/11/2009	RE-EMPLOYMENT
RESIGNED ONLY POSITION LISTED	MCKEON, DENISE	OFFICE ASST ELEMENTARY ATTENDANCE/LCC/6.0	7/23/2009	PROMOTION
RESIGNED ONLY POSITION LISTED	RASH, JUDITH	CAMPUS SUPERVISOR/ CJHS/1.8	8/11/2009	INCREASE IN HOURS
RESIGNED ONLY POSITION LISTED	RASH, JUDITH	IA-SPECIAL ED/ FVHS/5.9	8/11/2009	VOLUNTARY RESIGNATION
RESIGNATION/ TERMINATION	SWORD, DIANE	CAFETERIA ASSISTANT/ HOOKER OAK/2.0	4/20/2009	VOLUNTARY RESIGNATION

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

DATE: July 22, 2009
MEMORANDUM TO: Board of Education
FROM: Kelly Staley, Superintendent
SUBJECT: Classified Human Resources Actions

Appointments - Summer School, Day-to-Day, Contingent Upon Enrollment

<u>Name</u>	<u>Classification/Location/Assigned Hours</u>	<u>Effective</u>	<u>Comments</u>
Chambers, William	IA-Special Ed/CHS/4.0	6/11/2009 - 7/17/2009	Summer School
Nevel, Steve	IA-Special Ed/MJHS/5.0	6/9/2009 - 6/22/2009	Amended End Date

PROPOSED AGENDA ITEM: College Connection Calendar & Update

Prepared by: Sara Simmons

Board Date: July 22, 2009

☐ Consent

Information Only

☒ Discussion/Action

Background Information

College Connection is a self-contained, high school/college partnership program located on the Butte College campus. The goals of the program are to assist students in developing necessary study survival skills to successfully transition to college level work and to provide 12th grade students the opportunity to take challenging courses in an enriched learning environment.

College Connection students take a combination of high school and college courses. Since Butte College follows a different academic calendar than Chico Unified, board approval is necessary for this alternative 180 day student calendar.

Education Implications

None

Fiscal Implications

None.

Draft College Connection Calendar 2009/10

Chico Unified School District

Fall Semester 2009

1 st Week	2 nd Week	3 rd Week	4 th Week	5 th Week	Days
M T W T F	M T W T F	M T W T F	M T W T F	M T W T F	
	* Orientation (1 st day Fall Semester)			* Butte classes start	
August.....	5 6 7	10 11 12 13 14	17 18 19 20 21	24 25 26 27 28	(18)
September			October		
	**Labor Day				
31 1 2 3 4	7 8 9 10 11	14 15 16 17 18	21 22 23 24 25	28 29 30 1 2	(24)
	November				
5 6 7 8 9	12 13 14 15 16	19 20 21 22 23	26 27 28 29 30	2 3 4 5 6	(25)
	**Veteran's Day			**Thanksgiving	
	December				
9 10 11 12 13	16 17 18 19 20	23 24 25 26 27	30 1 2 3 4	7 8 9 10 11	(22)
*End Semester					
14					(1)
					90 days

Spring Semester 2010

January	Days
*First Day Spring Semester	
6 7 8	11 12 13 14 15
**MLK Birthday	
18 19 20 21 22	25 26 27 28 29
*Butte classes start	
	(17)
February	
**Presidents	
**Washington's	
1 2 3 4 5	8 9 10 11 12
15 16 17 18 19	22 23 24 25 26
	(18)
March	
*Spring Break	
1 2 3 4 5	8 9 10 11 12
15 16 17 18 19	22 23 24 25 26
29 30 31	(18)
April	
1 2	5 6 7 8 9
12 13 14 15 16	19 20 21 22 23
26 27 28 29 30	(22)
May	
*End Semester 2	
3 4 5 6 7	10 11 12 13 14
17 18 19 20 21	(15)
	90 Days

**Legal Holidays per Ed.Code 37220

Labor Day Sept. 1
 Veteran's Day Nov. 11
 Martin Luther King Day Jan. 19
 Presidents' Birthdays-- Feb. 13, 16

*Local Holidays per Ed.Code 37220(a)(13)

Thanksgiving Nov. 27, 28
 Winter Break Dec. 16-Jan. 7
 Butte Spring Break March 16-20

Fall Semester College Connection = 90 days, August 6 – December 15, 2008

Spring Semester College Connection = 90 days, January 7 – May 22 , 2008

Fall Semester Independent Study packet work begins August 5, 2009
Fall Semester traditional seat time begins August 24, 2009
Independent Study 3 period attendance replaces traditional seat time from August 5- August 24, 2009
District Collects full ADA for Aug. 5-Aug. 24, 2009

Spring Semester Independent Study packet work begins January 6, 2010
Spring semester traditional seat time begins January 25, 2010
Independent Study 3 period attendance replaces seat time from Jan. 6- Jan. 25, 2010
District collects full ADA for Jan 6 – Jan 25, 2010

Robert Quist
College Connection Teacher/Advisor

**College Connection
Course Content Days and Credits
School Year 2009-2010**

**Fall Courses on Independent Study: American Government
Research Strategies
College Survival Skills**

<u>Units</u>	<u>Dates</u>	<u>Days</u>	<u>Credits</u>
Unit 1	Aug. 5- Aug. 25	15 days	.75
Unit 2	Aug. 26- Sept. 14	13 days	.75
Unit 3	Sept. 15- Oct 1	13 days	.75
Unit 4	Oct. 2- Oct. 20	13 days	.75
Unit 5	Oct. 21- Nov. 6	13 days	.75
Unit 6	Nov. 9- Nov. 30	13 days	.75
Unit 7	Dec. 1- Dec. 14	<u>10 days</u>	<u>.50</u>
		= 90 days	=5.0

**Spring Courses on Independent Study: Economics
Research Strategies
Career/Life Planning**

<u>Units</u>	<u>Dates</u>	<u>Days</u>	<u>Credits</u>
Unit 1	Jan. 6- Jan. 26	14 days	.75
Unit 2	Jan. 27- Feb. 17	14 days	.75
Unit 3	Feb. 18- Mar. 8	13 days	.75
Unit 4	Mar. 9- April 1	13 days	.75
Unit 5	April 2- Apr. 20	13 days	.75
Unit 6	Apr. 21- May 7	13 days	.75
Unit 7	May 10- May 21	<u>10 days</u>	<u>.50</u>
		= 90 days	=5.0

ACADEMIC CALENDAR 2009-2010

June
2009

	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

SUMMER SESSION

(31 days)

July
2009

			1		3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FALL

(81 days)

WINTER SESSION (16 days)

(Jan 4 - Jan 22)

SPRING

(83 days)

Aug
2009

						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FINALS WEEK

LEGAL/LOCAL HOLIDAYS

(10 days)

Sept
2009

		1	2	3	4	5
6		8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

INSTRUCTIONAL BREAKS

NON-INSTRUCTIONAL

SATURDAYS

Oct
2009

			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

STAFF DEVELOPMENT

"FLEX" DAYS (11 days)

FACULTY INSTITUTE

(2 days)

Nov
2009

1	2	3	4	5	6	7
8	9	10	11	12		14
15	16	17	18	19	20	21
22	23	24	25		27	28
29	30					

Dec
2009

		1	2	3	4	5
6	7	8	9	10	11	12
13						19
20						26
27	28	29	30	31		

BUTTE-GLENN COMMUNITY COLLEGE DISTRICT
BUTTE COLLEGE

(Administrative and Classified Staff will work all days except legal and local holidays and specified days of vacation.)

Jan
2010

						2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17		19	20	21	22	23
24	25	26	27	28	29	30
31						

Feb
2010

	1	2	3	4	5	6
7	8	9	10	11		13
14		16	17	18	19	20
21	22	23	24	25	26	27
28						

Mar
2010

	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Apr
2010

				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May
2010

						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23						29
30						

June
2010

		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

**Chico Unified School District
College Connection
Robert Quist**

Year-End Report

**CUSD
June 1, 2009**

Thirty students began the year in my section of College Connection. One went back to Chico High at the end of the first semester. Another went back to PV at the same time. One student transferred to my group from Elaine Ellsmore's group. Of that remaining 29, all finished the year in the program. Almost all showed improvements in their GPAs. Several joined Phi Theta Kappa, the Community College Academic Honor Society. Several were the academic leaders in their college classes. All will graduate with their class.

Last year we doubled the size of College Connection. To that end, we hoped to more than double the pool of applicants. We began by increasing visibility in the community. We held parent meetings and classroom visitations and advertised in the Parent Newsletters and in the Daily Bulletins.

For only the second time we were allowed access to PV classrooms, although we still didn't have many more applicants from PV than we have had in the past when access was more limited. Chico High afforded us almost unlimited access to the juniors. I was able to arrange to visit every Chico High English class, with the exception of the WEST classes, to talk about College Connection; Elaine did the same for us at Pleasant Valley.

In the end, we had about 95 students apply for the 70+ positions in next year's program. This is only about 10% more applicants than we had in the past, which means that we are taking 72 students from the pool of applicants from which we would have taken only 30 before the program doubled in size. Inevitably, in order to maintain class size, we have taken students who clearly are not appropriate candidates for a program which demands so much self discipline of its students. This reflects in the quality of the Independent Study work and, more importantly, in the quality of the work done in the college classes. We heard many more complaints from Butte staff regarding the shortcomings of our students this year than at any time in my four years working with College Connection. This reflects poorly on our program, and is damaging to the reputation we have worked hard to build with the Butte staff. We also had more discipline problems than we have had in the past.

To attempt to address these issues in advance, or to at least prepare to deal with them when they arise, we implemented two new contracts with the students: a

Provisional Contract, which requires the student to modify grades, attendance or behavior at the high school before the end of their Junior year; and a Probationary Contract, which holds the student to a higher standard for one semester in recognition of specific issues, particularly of attendance or academic achievement. Of my group of 36, 13 are on Provisional Status and 5 are Probationary. Elaine's group has a similar number of students in those categories. It is our intent to use these contracts to winnow out the problems earlier in the year; in the past it has been our unspoken policy to find any reason to keep students, but we feel that, given the risk of alienating the Butte staff with our problem students, we should send those students back to their high schools as soon as we see problems arise. It is our shared experience that the student who causes problems at the beginning of the year is still creating the most problems at the end. It would be to everybody's advantage to move those students back into a more structured environment as early as possible. This is one reason we have taken more students into our classes than we otherwise would have—in anticipation of attrition.

I currently have 36 students enrolled and scheduled for classes for the 2009-2010 school year: 26 from Chico High and 10 from Pleasant Valley. This breakdown fairly accurately reflects the percentage of College Connection students from the two main feeder high schools, about 2.5 to 1. I can't explain that disparity, except that there seems to be more staff resistance to the program at PV than at Chico High. This is only my perception and may not be valid.

I think most of the incoming students have schedules with which they are at least temporarily satisfied, and I will see them again on August 5 at 8 AM at Butte when we meet them for Orientation and hand them their first Independent Study packets. Actual classes start August 24. There are growing problems with finding enough classes for our students, as we choose classes after Continuing Students have selected theirs, and with the impact of the State budget on enrollment (Butte's enrollment has already swollen by over 10% over last year, and it is expected to rise further given coming increases in tuition and fees at the CSU system) there are fewer teachers teaching fewer sections, and those are quickly taken by the Continuing Students. This is a problem which is likely to get worse before it gets better, and is exacerbated by the current size of the CC program.

I feel that the year was successful. All of my students are continuing their educations next year, mostly at Butte, but some are attending Trade Schools (Fashion, Culinary, Art), and the others are moving on to such universities as CSUC, Humboldt State, San Francisco State, University of the Pacific, University of Montana, Reed College and University of Oregon. A few are planning to attend community colleges in other regions of California.

I remain a stalwart supporter of College Connection, and I believe in its value to students and to the District.

Once again, I thank you for the opportunity to continue working with and developing this very worthwhile program.

**Robert Quist
Teacher/Advisor
Chico College Connection**

**Chico College Connection '08/'09
Grade Report
Robert Quist**

Student	H.S. GPA Entering	CC GPA	Butte GPA	Butte Units Att/Completed 08/09
1.	3.6	4.0	3.4	20/20
2.	3.9	4.0	3.9	22/22
3.	3.5	4.0	3.75	22/22
4.	3.2	3.75	3.5	20/20
5.	3.37	3.66	3.75	21/21
6.	3.07	3.5	3.33	22/22
7.	3.0	3.25	3.1	20/20
8.	2.8	3.0	3.0	18/15
9.	3.7	4.0	3.82	22/22
10.	2.6	3.0	3.2	18/18
11.	2.9	3.5	3.0	20/22
12.	2.89	3.5	2.86	21/18
13.	3.4	3.75	3.83	21/21
14.	2.8	3.0	2.9	18/18
15.	3.69	4.0	3.9	22/22
16.	3.21	4.0	3.45	22/22
17.	3.3	3.5	3.2	20/22
18.	2.0	2.5	2.4	18/22
19.	3.8	4.0	3.9	22/22
20.	3.1	3.75	2.1	14/22
21.	2.2	2.0	1.75	13/22
22.	2.3	3.25	3.3	20/20
23.	2.17	2.75	2.63	17/22
24.	3.2	3.75	3.5	22/22
25.	3.93	4.0	4.0	25/25
26.	3.4	3.5	3.38	20/20
27.	2.25	2.75	1.74	18/22
28.	2.7	3.0	3.2	17/22
29.	2.5	2.3	1.85	14/22

30 Students began the school year in my College Connection component. One returned to Chico High at the end of the first semester. One returned to PV at the same time. One transferred from Elaine Ellsmore's class to mine at semester. Of those remaining 29, all completed the program, and all earned full credit (20 units per semester = 40 high school units) for Independent Study. All graduated.

PROPOSED AGENDA ITEM: Educational Services Recommendation for Federal Stimulus Funds (School Fiscal Stabilization Funds) for 2009-10 and 2010-11

Prepared by: Janet Brinson

- ☐ Consent
☐ Information Only
☒ Discussion/Action

Board Date: July 22, 2009

Background Information

When the Board adopted the July 1 Budget for 2009-10 it included a placeholder to shift \$2.2 M of expenses to federal stimulus funds in order to avoid further layoffs. In the absence of federal stimulus funds further layoffs would be needed due to the continuing deterioration of the state budget. Which programs were a priority to be funded out of School Fiscal Stabilization Funds (SFSF) were not yet identified.

Educational Implications

The District's Educational Services Division has met and now recommends several existing programs be maintained for 2009-10 and 2010-11. The intent is that these programs will be supported by SFSF funds in lieu of additional cuts to programs and personnel. The premise of SFSF funds is to advance "essential education reform" in four areas:

- Improving teacher effectiveness and the equitable distribution of qualified teachers for all students, particularly students in need
- Establishing a pre-K-to-college-and-career data systems and using data for school improvement
- Establishing college and career-ready standards and high quality assessments that are valid and reliable for all students including English learners and students with disabilities
- Providing targeted, intensive support and effective interventions for the lowest performing schools

All of the recommendations retain programs and services that are consistent with one or more of these four goal areas. A PowerPoint presentation will walk the Board and the public through each of the recommendations and the rationale used by the team to retain the program or service. This presentation will be posted to the website on Monday, July 20 by 5:00 p.m. for the advance review of the Board and the public at the following location: www.chicousd.org

Fiscal Implications

SFSF funds will be allocated in two equal portions of \$2.2 million in 2009-10 and 2010-11 in order to maintain existing programs and services over a two-year period.

PROPOSED AGENDA ITEM: Charter School Annual Reports

Prepared by: Sara Simmons

☐ Consent
☐ Information Only
☒ Discussion/Action

Board Date: 7/22/09

Background Information

As the charter granting agency, CUSD has oversight responsibility for Chico Country Day, Nord Country School, and Forest Ranch Charter School. Annually, a representative from each school presents a brief report to the Board of Trustees which provides both an overview of the previous school year as well as identifying general areas of emphasis for the current school year.

Education Implications

This annual report, a mid-year update, observations from site visits, and other data from our charters are utilized by the district oversight committee to formulate our site visit reports to the CUSD Board each spring.

Fiscal Implications

Additional Information

PROPOSED AGENDA ITEM: Roads Online Charter School-Public Hearing

Prepared by: Sara Simmons

- ☐ Consent
☒ Information/Public Hearing
☐ Discussion/Action

Board Date: July 22, 2009

Background Information

Roads Online Charter School proposes to serve students in grades 6-12 by delivering online curriculum utilizing an Independent Study format. The school will use Advanced Academics, a California standards aligned curriculum, which has been purchased for use in forty districts throughout the state. Founders of the proposed charter school include representatives from DeVry University, which owns Advanced Academics.

A proposed charter petition was delivered to the district on July 16, 2009. Per Education Code, the charter school petitioners are entitled to a public hearing regarding their proposal within 30 days of our receipt of the petition.

Educational Implications

Students from throughout our area will have another educational option for completion of requirements. Per agreement with the founders, CUSD students will be able to access the coursework of Roads Online School for a reduced fee.

Fiscal Implications

The proposed school intends to be direct funded, which means that any ADA generated will flow back to the school and will not come to CUSD. However, the founders have indicated a willingness to share some of the revenue generated by Roads Online School.

Additional Information

The district's Charter Review Committee will provide to the board a recommendation regarding approval or denial at a later meeting.

PROPOSED AGENDA ITEM: Year End Attendance Report (ADA) District-Wide (Annual)
Year End Monthly Enrollment Report by Site

Prepared by: Jan Combes, Assistant Superintendent, Business Services

☐ Consent

Board Date July 22, 2009

☒ Information

☐ Discussion/Action

Background Information:

School districts are funded on the basis of average daily attendance (ADA). Declining enrollment school districts are funded on the basis of current or prior year ADA, whichever is greater. ADA for funding purposes is established at the end of the school month that ends on or before April 15 (called the P-2 Reporting Period).

We are now at the end of the school year and reporting our year end, or Annual, ADA.

Regular reports to the Board regarding our enrollment and attendance rate are one component of our fiscal recovery plan.

Discussion:

Two reports are provided: year end enrollment and year end ADA.

If we compare the average enrolled students over the course of the 2008-09 school year to the prior year, we find that the average enrollment was 12,664 which was 202 students fewer than we had enrolled in 2007-08.

Our average daily attendance, however, was only 146.6 less than the prior year.

This tells us that our attendance rates improved, overall by about 1/3 of 1%.

Financial Implications

None at this time; the increase in ADA was recognized at P-2.

Recommended Action

None. This is an information item only.

Chico Unified School District
Central Attendance Office

2008-09
Total Monthly Enrollment By School

	-----SCHOOL MONTH-----										
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th
	Sept 5	Oct 3	Oct 31	Nov 28	Dec 26	Jan 23	Feb 20	Mar 20	Apr 17	May 15	June 4
Chapman	329	330	326	323	323	323	330	333	329	330	330
Citrus	433	434	430	433	439	447	436	435	428	423	465
Emma Wilson	695	708	708	709	703	703	711	704	708	702	702
Hooker Oak K-6	397	397	391	390	386	387	390	392	385	383	383
John McManus	648	642	651	650	647	650	643	644	642	642	638
Little Chico Crk	617	606	599	602	604	614	614	611	608	609	607
Marigold	549	550	551	551	543	550	551	553	551	552	551
Neal Dow	454	458	457	457	457	456	455	459	460	458	456
Parkview	466	453	468	465	466	459	457	456	457	453	452
Rosedale	445	442	434	433	431	423	423	421	424	425	425
Shasta	624	628	623	621	617	622	623	626	624	625	625
Sierra View	615	612	614	616	617	617	614	614	614	616	615
Oakdale	6	9	10	8	10	10	9	9	9	9	9
Loma Vista K-6	11	14	13	12	12	13	13	12	13	12	12
SUBTOTAL K-6	6289	6283	6275	6270	6255	6274	6269	6269	6252	6239	6270
Hooker Oak 7-8	55	55	57	57	57	58	55	55	52	52	52
BJHS	758	754	756	756	749	752	746	742	747	744	746
CJHS	620	620	620	610	609	614	609	608	610	607	607
MJHS	616	618	620	618	618	619	622	615	613	566	609
CSHS	1931	1918	1904	1904	1857	1864	1845	1845	1835	1822	1822
PVSHS	2053	2026	2012	2007	1981	1946	1934	1917	1919	1907	1909
Fair View	280	264	281	286	203	254	290	305	284	279	264
AFC	113	128	120	119	97	115	116	128	115	137	131
Ind St 7-12	106	121	124	135	115	154	150	136	136	135	123
Loma Vista 7-12	13	13	12	12	12	13	12	13	14	13	11
SUBTOTAL 7-12	6545	6517	6506	6504	6298	6389	6379	6364	6325	6262	6274
CURRENT YEAR	12834	12800	12781	12774	12553	12663	12648	12633	12577	12501	12544
PRIOR YEAR	12940	12959	12914	12927	12779	12877	12843	12818	12822	12834	12820
DIFFERENCE	-106	-159	-133	-153	-226	-214	-195	-185	-245	-333	-276

Monthly Board Report: Average Daily Attendance as of 6/4/09 (FINAL YEAR END)

	Prior Year 07-08 Annual ADA			Current Year 08-09 Annual			Change Over Prior Year		
	Elem	HS	Total	Elem	HS	Total	Elem	HS	Total
Kindergarten	816.73			844.57			27.84		
Grade 1 -3	2590.16			2,510.06			-80.10		
Grade 4-6	2560.78			2,493.46			-67.32		
Grade 7 - 8	1865.51			1,841.42			-24.09		
Subtotal, Elementary	7833.18			7689.51			-143.67		
Regular Ed Grade 9-12		3661.66			3,592.30			-69.36	
Continuation (Fairview)		190.42			215.61			25.19	
Opportunity	0.00	15.31			15.16		0.00	-0.15	
Home and Hospital	6.51	21.47		7.29	23.77		0.78	2.30	
SDC (Special Ed)	239.60	159.25		272.36	154.36		32.76	-4.89	
NPS (Non Public School)	2.56	3.50		3.86	0.54		1.30	-2.96	
AFC (Community Day Sch)	17.78	59.03		26.13	65.12		8.35	6.09	
Extended Year Spec Ed	8.80	7.24		9.10	4.72		0.30	-2.52	
Extended Year Non Public	0.23	0.77		0.45	0.43		0.22	-0.34	
Total -----	8108.66	4118.65	12227.31	8008.70	4072.01	12080.71	-99.96	-46.64	-146.60

PROPOSED AGENDA ITEM: Consider Selection of Vendor for Parcel Tax Survey

Prepared by: Jan Combes, Assistant Superintendent, Business Services

☐ Consent

Board Date July 22, 2009

☐ Information

☒ Discussion/Action

Background Information:

The Board has asked the District to conduct a Request for Proposals (RFP) for a Parcel Tax Survey to determine what the cost would be for this kind of a survey of the Chico community. The format for the RFP was approved at the June 24 Board meeting and subsequently it was distributed to a list of vendors. The attached report lists the name of the vendor and what the proposed costs are for the various components of the project.

- Task 1 is a voter survey with accuracy levels of 3%, 4%, or 5% and an identified cost for each of these thresholds.
- For Task 2 vendors have also provided us with a proposal for strategic consulting to assist us with preparation of the ballot measure as well as development of an information only communications strategy that would include relevant materials. Task 2 would be a final step towards getting the measure on the ballot if it is warranted by the survey results.

The Board will need to discuss the RFP results and determine if they wish to award a contract for Task 1 at this time, keeping in mind the choice of incurring costs related to Task 2 once the survey is completed.

This results of the RFP may be incomplete as the Board agenda was published a few hours before the closing date for receipt of the proposals. If additional proposals are received a revised listing will be posted and sent to the Board on Monday, July 20.

Note: All of the proposals will be made available for review Monday July 20 through Wednesday July 22 from 8:00 am to 4:30 pm at the District Office located at 1163 East Seventh Street.

Financial Implications

See attached results. If approved, the cost for this survey would need to be added to General Fund Budget.

Recommended Action

Discuss the proposed cost and determine if the Board wishes to move forward with a survey of the community's interest in a potential parcel tax.

RFP RESULTS

CHICO UNIFIED SCHOOL DISTRICT
RFP DATE: JULY, 16, 2009
RFP #301-09-10 VOTER SURVEY
PROPOSALS ACCEPTED UNTIL: 4:00 PM

COMPANY	Tramutola*	William Berry Campaigns	Gene Bregman & Assoc/ J. West Group	The Lew Edwards Group***	Godbe Research****
Task 1 Voter Survey** 400 sample size	\$29,992	\$19,000	\$21,500	\$20,750	\$21,490
Task 1 600 sample size	\$33,649	\$27,000	\$26,500	\$25,500	\$27,380
Task 1 1,000 sample size	\$42,247	\$42,500	\$41,500	\$38,750	\$33,270
Task 2 Strategic Consulting	\$18,000. Feb./Mar. election date \$30,000 Nov. 2010 election	\$4,000 per month	\$41,500 estimated	Mar. 2010: \$80,500 June 2010: \$95,000 Aug. 2010: \$100,500	\$4,500 per month plus expenses. \$20,000 fee for direct mail program.

*Sample size 380, 590 and 1,035 respectively.

** Approx. Fifteen minute survey.

***English only interviews, Spanish and English approx. \$3,000 more.

****English only interviews, Spanish and English approx. 5% more.

PROPOSED AGENDA ITEM: Discussion Regarding Possible New Certificated Positions

Prepared by: Bob Feaster

☐ Consent
☒ Information Only
☐ Discussion/Action

Board Date: July 22, 2009

Background Information

The current fiscal crisis requires that we as a District become more creative in using the funds we have including the various “stimulus” funds from the federal government and the lifting of restrictions on some of the categorical funds. On June 23, 2009, the following uses for the two types of federal stimulus funding were outlined by the CDE:

Title I

- Establishing a system for identifying and training highly effective teachers to serve as instructional leaders
- Training teachers to use a new reading curriculum that aggressively works on improving students' oral language skills and vocabulary or builds teachers' capacity to address the academic achievement gap
- Strengthening and expanding early childhood education by providing resources to align district-wide Title I pre-K programs with state early learning standards and state content standards for grades K–3
- Establishing or expanding fiscally sustainable extended-learning opportunities
- The key is to make sure the spending is going toward programs which are supplemental to the core

Individuals with Disabilities Act

- The IDEA ARRA funds constitute a large one-time increment in IDEA, Part B funding that offers states and LEAs a unique opportunity to improve teaching and learning for children with disabilities
- Generally, funds should be used for short-term investments that have the potential for long-term benefits, rather than for expenditures the LEAs may not be able to sustain once the ARRA funds are expended
- Potential Uses include:
 - ◆ Student-focused spending such as obtaining state-of-the-art assistive technology devices to enhance access to the general curriculum for students with disabilities
 - ◆ Staff-focused spending, such as providing intensive district-wide professional development for special education
 - ◆ Expanded availability of inclusive placement options for preschoolers with disabilities

In response to this, the District's Educational Services Division has identified three new certificated positions that would provide support to teachers with the implementation of the new Math adoption and would provide support to teachers to improve the learning of English Learners and Special Education students. These positions align with the District's LEA plan and Program Improvement plan. The intent is to hire approximately 13 specialists. The personnel would come from either the existing certificated staff and/or certificated staff members who are currently on the re-employment list.

Educational Implications

Implementation of this proposal would supply CUSD with 13 new staff positions which would provide support to teachers in order to accomplish two primary goals, those being (1) the effective implementation of the new Math adoption and (2) improved learning for English Learners and Special Education Students. These positions will provide services for K-6 teachers and students.

Fiscal Implications

These positions would be in place for up to two years and are funded from a variety of sources including federal stimulus funds, 21st Century Grant funds, Title I and Title II funds. If approved, this would allow the District to employ approximately 13 individuals from the current re-employment list either directly into these positions or into a position vacated by a current staff member who fills one of these new positions.

Additional Information

These positions were discussed at the negotiation session between the District and CUTA on June 30. No agreement was reached. This item is brought forward to allow for an open and transparent discussion of these positions. No action is requested or expected from the Board.