

# **AMENDED**

## **CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION**

### **Special Session Meeting**

**Wednesday, August 1, 2007, 3:00 P.M.**

**District Office – Large Conference Room**

**1163 E. 7<sup>th</sup> Street, Chico, CA 95928**

### **AGENDA**

**1. CALL TO ORDER**

**2. ADJOURN TO CLOSED SESSION**

**2.1 3:00 – 3:30 p.m.:**

**Conference with Legal Counsel**

Anticipated Litigation. Significant exposure to litigation: One Potential Case.

Government Code §54956.9(b)

**3. RECONVENE TO OPEN SESSION**

**4. CONSENT CALENDAR**

4.1 Consider approval of Notice of Completion – Entry Access Walkway Renovations at Bidwell Jr. High School.

4.2 Consider approval of Consultant Agreement for Hayward Unified School District to provide business support services to the District.

4.3 Consider approval of Consultant Agreement for Northern California Baseball and Softball Officials Association to provide officials for CHS games during 07/08 school year.

**5. DISCUSSION/ACTION**

5.1 Action: Consider approval of Career Technical Education Facilities Applications from Chico High and Pleasant Valley High schools. (Go on-line to CUSD website to view full applications.) (Liz Metzger)

5.2 Action: Consider Whether to Respond to an Application to the Dept. of Alcohol Beverage Control to Transfer an Off-Sale Liquor License to a Retail Establishment in the Vicinity of McManus Elementary School. (Adel and Mountaha Mubaraka)

5.3 Information: Applications for Waiver of the Collective Bargaining Agreements at Bidwell Jr. High and Chico Jr. High schools for schedule changes to allow for teacher collaboration. (Bob Feaster)

**6. ADJOURN TO CLOSED SESSION**

**6.1 Public Employee Appointment:**

Title: Assistant Superintendent, Business Services

Title: Assistant Superintendent, Human Resources

**6.2 Conference with Legal Counsel:**

Initiation of Litigation: One Potential Case.

Government Code §54956.9(c)

- 6.3 Public Employee Performance Evaluation:  
Title: Interim Superintendent  
Government Code §54957

7. **RECONVENE TO OPEN SESSION**

8. **ANNOUNCEMENTS**

9. **ADJOURNMENT**

Rick Rees, President  
Board of Education  
Chico Unified School District

Posted: 5:30 p.m. 07/30/07

**TITLE: Notice of Completion – Entry Access Walkway Renovations at  
Bidwell Junior High School**

Action \_\_\_\_\_  
Consent   X    
Information \_\_\_\_\_

Agenda Item  
August 1, 2007

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

**Background information**

As part of the Bidwell Modernization project undertaken in 2004, modifications were made to all the classroom doorways to meet ADA requirements. The specified overlay product failed to properly adhere to existing concrete. The ramps were cracking and splitting from the underlying concrete walks and needed to be replaced. Bids were opened on June 12, 2007 and the project awarded to Associated Building Contractors. The project was completed July 18, 2007.

**Educational Implications**

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

**Fiscal Implications**

The filing of Notices of Completion (NOC) begins a thirty-five day lien period during which unpaid subcontractors, suppliers and other vendors can file a mechanics lien. If the NOC is not filed the lien period becomes 90 days.

**Additional Information**

**Recommendation**

It is requested that the Board of Education authorize the Superintendent or designee to approve and execute the Notices of Completion for the Entry Access Walkway Renovations at Bidwell Junior High School.

WHEN RECORDED MAIL TO:

Facilities Department  
Chico Unified School District  
1163 East Seventh Street  
Chico, California 95928-5999

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

DSA FILE NO.  
DSA APPL NO.  
PROJECT NO.99-2845

**NOTICE OF COMPLETION**

1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.
2. The FULL NAME of the OWNER is **CHICO UNIFIED SCHOOL DISTRICT.**
3. The FULL ADDRESS of the OWNER is **1163 EAST SEVENTH STREET, CHICO, CALIFORNIA, 95928-5999.**
4. The NATURE OF THE INTEREST or ESTATE of the undersigned is : **IN FEE**
5. A work of improvement on the property hereinafter described was COMPLETED on **July 18, 2007** and accepted by the Chico Unified School District on **August 1, 2007.**
6. The work of improvement completed is described as follows: **ENTRY ACCESS WALKWAY RENOVATIONS AT BIDWELL JUNIOR HIGH SCHOOL FOR THE CHICO UNIFIED SCHOOL DISTRICT, CHICO, BUTTE COUNTY, CALIFORNIA.**
7. The NAME OF THE ORIGINAL CONTRACTOR for such work of improvement is **Associated Building Contractors, 1875 Wyandotte Avenue, Oroville, CA 95966-5920.**
8. The street address of said property is:  
  
**2376 North Avenue, Chico, CA 95926**
9. The property on which said improvement was completed in the **CITY OF CHICO, COUNTY OF BUTTE, STATE OF CALIFORNIA**, and described as follows:

**ASSESSORS PARCEL NUMBERS: 048-081-009/048-130-019**

Chico Unified School District

Date: \_\_\_\_\_ Signature of Owner or agent of owner \_\_\_\_\_  
Scott Jones, Agent

Verification for NON-INDIVIDUAL OWNER: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the Director, Fiscal Services of the aforesaid interest in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

\_\_\_\_\_  
Date and Place

\_\_\_\_\_  
Scott Jones, Director Fiscal Services

Mandatory Instructions  
(click to view)

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

Business Services Use Only  
CA# \_\_\_\_\_  
V# \_\_\_\_\_  
RCF# \_\_\_\_\_

### 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: Hayward Unified School District  
Street Address/POB: 2441 Amador Street  
City, State, Zip Code: Hayward, CA 94540  
Phone: 510-784-2600  
Taxpayer ID/SSN: 94-1693499

This agreement will be in effect from: 08/06/07 to 09/28/07

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

3. Scope of Work to be performed: (attach separate sheet if necessary)  
Provide Business Support Services to the District
4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant services:  
Fiscal Management, oversight and planning.

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

- 1) District Admin
- 2) Maintenance
- 3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	50.00	01	0000	0	0000	7600	5800	14	510
2)	50.00	01	8110	0	0000	8110	5800	14	510
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)

\$ 505.92 Per Unit, times 15.00 # Units = \$ 7,588.80 Total for Services  
(Unit: ☐ Per Hour ☒ Per Day ☐ Per Activity)

9. Additional Expenses:

Statutory Benefits 23.37% \$ 1,773.50  
\$  
\$  
Total for  
1,773.50 Addit'l Expenses  
\$ 9,362.30 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# \_\_\_\_\_  
RCF# \_\_\_\_\_

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](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)

Bary Schimmel  
(Print Name)  
Hayward USD

7-24-07  
(Date)

## **12. RECOMMENDED:**

(Signature of Originating Administrator)

Robert Feaster  
(Print Name)

7-19-07  
(Date)

## **13. APPROVED:**

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

Kelly Staley  
(Print Name)

07/25/07  
(Date)

## **APPROVED:**

(Signature of Asst. Supt. – Business Services)

☒ Consultant ☐ Contract Employee

(Print Name) Scott Jones

7/25/07  
(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)

Agenda Item #: \_\_\_\_\_  
(DO Use Only)

PROPOSED AGENDA ITEM: Consultant Agreements for Chico High ASB

Prepared by: Robyn Salyer

- ☐ Consent  
☐ Information Only  
☐ Discussion/Action

Board Date: \_\_\_\_\_

Background Information

To provide officials for field hockey, baseball and softball games.

Education Implications

none

Fiscal Implications

none

Additional Information

DO Recommendation: approve RS

Mandatory Instructions  
(click to view)

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

Baseball / Softball 4.3  
Page 2 of 3

Business Services Use Only  
CA# \_\_\_\_\_  
V# \_\_\_\_\_  
RCF# \_\_\_\_\_

### 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: Northern California Baseball and Softball Officials Association  
Street Address/POB: 6020 Skyway  
City, State, Zip Code: Paradise, CA 95969  
Phone: \_\_\_\_\_  
Taxpayer ID/SSN: \_\_\_\_\_

This agreement will be in effect from: 08/01/07 to 07/31/08

Location(s) of Services: (site) Chico High School

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

Provide officials to baseball and softball games involving Chico High School as the host school.

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

Provide students of Chico High School with fair and safe athletic contests as required by CIF guidelines and NFHS rules.

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

- 1) Chico High School ASB, Athletics  
2)  
3)

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)

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

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

9. Additional Expenses:

Travel Expense	\$ 1,250.00	
Assignor / Association Fee	\$ 750.00	
Officials not to exceed	\$ 12,500.00	14,500.00
(Baseball & Softball)		
	\$ 14,500.00	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)

Business Services Use Only

CA# \_\_\_\_\_

V# \_\_\_\_\_

RCF# \_\_\_\_\_

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](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)

DAVID WALLEVAND  
(Print Name)

6/22/07  
(Date)

**12. RECOMMENDED:**

[Signature]  
(Signature of Originating Administrator)

Jim HANCOX  
(Print Name)

6/5/07  
(Date)

**13. APPROVED:**

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

Joelyn Allen  
(Print Name)

6/04/07  
(Date)

**ASB Executive Council**

**APPROVED:**

[Signature]  
(Signature of Asst. Supt. - Business Services)



Consultant



Contract Employee

Scott Jones  
(Print Name)

7/25/07  
(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)

Agenda #:

(do not use)

**BOARD AGENDA ITEM****ITEM DESCRIPTION: CAREER TECHNICAL EDUCATION FACILITIES APPLICATIONS**

Consent:

Information:   X  Action:   X  Board Date: August 1, 2007Prepared by: Liz MetzgerBackground Information:

Under Proposition 1D, the Career Technical Education (CTE) Facilities Program provides state general obligation bond funding to help LEA's reconfigure, construct, or modernize CTE facilities, or to purchase equipment (with a minimum 10-year life expectancy) for CTE programs. Pleasant Valley High School and Chico High School are each submitting proposals to modernize existing CTE facilities. In both cases, the modernization would allow the development of additional career pathway programs and the expansion of existing career pathway programs. Specifically, PV High would add a career pathway in Residential and Commercial Construction. Chico High would focus and expand the existing ACT program into two distinct career pathways – Media and Design Arts and Production & Managerial Arts – and add a new career pathway in Performing Arts.

Educational Implications:

Ultimately, this reconstruction and expansion will increase student academic achievement and connection to school. CTE programs are required to integrate academic standards into career-technical courses. For many students, the hands-on application makes the math or English that they are learning relevant, and thus boosts their achievement and their motivation to learn.

Fiscal Implications:

This grant requires a 100% cash match (not in-kind) from private business and industry partners, the LEA, ROCP, Perkins funds, or other funds if they are not restricted for any other purpose.

Additional Information:

Pleasant Valley is submitting two different applications for a single project. This is required because they are remodeling a facility that will house both a welding/manufacturing lab and a residential construction lab. Since these are different industry sectors, they require two applications. The budget for each of PV's applications has been divided so that the majority of the costs are on the welding side, with additional costs in residential construction (as per a recommendation from the funder). The Chico High application includes three pathways that all fall under a single industry sector (Arts, Media and Entertainment), so only one application from CHS is required.

These proposals have been reviewed and approved, as required, by the district Career Technical Education Advisory Committee on July 25, 2007.

Recommend Approval: JB

**CAREER TECHNICAL EDUCATION FACILITIES APPLICATION  
FORM A – COVER PAGE** (Rev. 2/07)**Local Educational Agency Contact**

Local Educational Agency (LEA) <b>Chico Unified School District</b>		CDS Code <b>04 61424 0437558</b>	
Printed Name and Title of Contact <b>Janet Brinson, Director of Categorical Programs</b>			
Address <b>1163 E. Seventh St.</b>			
City <b>Chico</b>		Zip Code <b>95928</b>	County <b>Butte</b>
Telephone Number <b>(530) 891-3000 x105</b>	Fax Number <b>(530) 891-3220</b>	E-mail Address <b>jbrinson@mail.chicousd.org</b>	

**Project Information**

Type of Project: New Construction <input checked="" type="checkbox"/> Modernization/Reconfiguration <input type="checkbox"/> Equipment Only			
School Name <b>Chico High School</b>			
Name of Project <b>The Chico High School Arts, Media and Entertainment Industry (AMEI) CTE Restructuring plan</b>			
Career Technical Education Industry Sector <b>Arts, Media and Entertainment</b>			
Number of Teaching Stations <b>3FTE</b>	Expected Number of Students Served <b>432</b>	Square Footage of Project <b>9,537.5 ft<sup>2</sup></b>	Construction Cost Estimate <b>\$2,233,651.17</b>

**Approval**

Date CTE Plan Approved by Governing Board

**Certification**

The local educational agency (LEA) certifies that the Advisory Committee pursuant to Education Code Section 8070 has met and approved the CTE Plan, and the other requirements contained in Education Code Section 17078.72, including sections (i) (1 thru 7) have been accomplished, and minutes and other supporting documentation are on file at the LEA's Office. Further, the project is on a comprehensive high school site that meets the requirements of Education Code sections 51224, 51225.3, and 51228.

Janet L. Brinson

Print Name of Authorized LEA Representative

  
Signature of Authorized LEA Representative**7/26/07**  
Date**For California Department of Education Use Only**☐ Original Application and Three Copies☐ Floppy Disk ☐ CD Backup

Application Log Number	Reviewer Number	Date of Review	Received by
------------------------	-----------------	----------------	-------------

**CAREER TECHNICAL EDUCATION FACILITIES APPLICATION  
FORM A – COVER PAGE (Rev. 2/07)**

Local Educational Agency Contact			
Local Educational Agency (LEA) Chico Unified School District		CDS Code 04 61424 0437558	
Printed Name and Title of Contact Janet Brinson, Director of Categorical Programs			
Address 1163 E. Seventh Street			
City Chico		Zip Code 95928	County Butte
Telephone Number (530) 891-3000 ext. 105	Fax Number (530) 891-3220	E-mail Address jbrinson@mail.chicousd.org	
Project Information			
Type of Project: <input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Modernization/Reconfiguration <input type="checkbox"/> Equipment Only			
School Name Pleasant Valley High School			
Name of Project Pleasant Valley High School Residential Construction Lab			
Career Technical Education Industry Sector Building Trades and Construction: Residential and Commercial Construction Pathway			
Number of Teaching Stations 1FTE	Expected Number of Students 100-140	Square Footage of Project 8,463	Construction Cost Estimate
Approval			
Date CTE Plan Approved by Governing Board			
Certification			
<i>The local educational agency (LEA) certifies that the Advisory Committee pursuant to Education Code Section 8070 has met and approved the CTE Plan, and the other requirements contained in Education Code Section 17078.72, including sections (i) (1 thru 7) have been accomplished, and minutes and other supporting documentation are on file at the LEA's Office. Further, the project is on a comprehensive high school site that meets the requirements of Education Code sections 51224, 51225.3, and 51228.</i>			
Janet L. Brinson Print Name of Authorized LEA Representative		 (Signature of Authorized LEA)	7/26/07 Date
For California Department of Education Use Only			
<input checked="" type="checkbox"/> Original Application and Three Copies		<input type="checkbox"/> Floppy Disk <input type="checkbox"/> CD Backup	
Application Log Number	Reviewer Number	Date of Review	Received by

**CAREER TECHNICAL EDUCATION FACILITIES APPLICATION  
FORM A – COVER PAGE (Rev. 2/07)**

Local Educational Agency Contact			
Local Educational Agency (LEA) Chico Unified School District		CDS Code 04 61424 0437558	
Printed Name and Title of Contact Janet Brinson, Director of Categorical Programs			
Address 1163 E. Seventh Street			
City Chico		Zip Code 95928	County Butte
Telephone Number (530) 891-3000 ext. 105	Fax Number (530) 891-3220	E-mail Address jbrinson@mail.chicousd.org	
Project Information			
Type of Project: <input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Modernization/Reconfiguration <input type="checkbox"/> Equipment Only			
School Name Pleasant Valley High School			
Name of Project Pleasant Valley High School Welding Lab			
Career Technical Education Industry Sector Manufacturing and Product Development: Welding Technology Pathway			
Number of Teaching Stations 1.4 FTE	Expected Number of Students 180	Square Footage of Project 11,146	Construction Cost Estimate
Approval			
Date CTE Plan Approved by Governing Board			
Certification			
<i>The local educational agency (LEA) certifies that the Advisory Committee pursuant to Education Code Section 8070 has met and approved the CTE Plan, and the other requirements contained in Education Code Section 17078.72, including sections (i) (1 thru 7) have been accomplished, and minutes and other supporting documentation are on file at the LEA's Office. Further, the project is on a comprehensive high school site that meets the requirements of Education Code sections 51224, 51225.3, and 51228.</i>			
Janet L. Brinson Print Name of Authorized LEA Representative		<i>Janet L. Brinson</i> Signature of Authorized LEA	7/26/07 Date
For California Department of Education Use Only			
<input type="checkbox"/> Original Application and Three Copies		<input type="checkbox"/> Floppy Disk <input type="checkbox"/> CD Backup	
Application Log Number	Reviewer Number	Date of Review	Received by

**PROPOSED AGENDA ITEM: Waivers for schedule changes to allow for teacher collaboration**

Prepared by: Bob Feaster, Assistant Superintendent, Human Resources

- ☐ Consent  
☒ Information Only  
Discussion/Action

Board Date: August 1, 2007

**Background Information:**

The Collective Bargaining Agreement between the District and CUTA allows for a one year waiver of contract provisions if 85% of the unit members at the affected school site support the change. Two more of our schools (Bidwell Junior High School and Chico Junior High School) have passed waivers to modify the instructional minutes such that school would start later every Wednesday for students. This schedule would provide for approximately 50 minutes on Wednesday's for teacher collaboration time.

**Educational Implications:**

The educational implications are significant. This time will allow teachers to address such important issues as what it is we want students need to learn, how they will assess what students have learned and what we will do for students who need interventions and for those who would benefit from deeper understanding.

**Fiscal Implications:**

There are no fiscal implications. This waiver allows teachers to collaborate without cost to the District.

**Recommendation:**

No action needed.

---

Bob Feaster  
Assistant Superintendent  
Human Resources

*Attachment G-2*



**Application for a Waiver  
of the  
Collective Bargaining Agreement  
(One Year or Three Year)**

Affected Site or Work Location: Bidwell Junior High School

This is an application for:

Date of Application 7/26/07

☒ A one (1) year waiver

☐ A three (3) year waiver

School Year(s) for which the waiver is sought: 2007-2008

Approval is Required: This waiver must be approved by the CUTA Executive Board and the District before it is effective. If approved, it will automatically expire at the end of the waive period (i.e. one year or three years) unless the unit members make application for a renewal.

Either CUTA or CUSD may require clarification or additional information before approving any waiver application. If more room is needed to answer any question, please attach additional pages.

1. **Provisions to be Waived:**

List those provisions of the Collective Bargaining Agreement (CBA) for which a waiver is sought. Include specific Article and Section numbers, as well as the page number, on which the provisions are found in the current CBA.

*Article 6—Hours of Employment*

*6.1.1.B.1.e.1) Not more than two hundred eighty (280) minutes of teaching divided into not more than five (5) teaching periods. The teaching periods and the preparation period for any classroom teacher shall not extend beyond six (6) consecutive class periods unless mutually agreed to by the teacher and the District. If by mutual agreement, the teacher's teaching periods and preparation period extend beyond six (6) consecutive periods, the teacher's total student day time will remain unchanged. Such mutual agreement shall be in writing and a copy forwarded to the Association.*

*For SSR 6.1.1.B.1.e.3 One preparation period equivalent in length of time to one of the teaching periods at the school will be assigned to teachers. The District may request a teacher to perform duties other than activities related to his/her professional responsibilities during a preparation period, provided such is limited to assisting staff during emergency situations as deemed necessary by the District.*

2. **Proposed Replacement Text:**

Please provide the replacement language which is proposed to operate in place of the waived CBA provisions.

*For the term of this waiver a collaboration period will be added on Wednesday mornings as per the attached schedule.*

*6.1.1.b.1.e.1 Teachers on the said Wednesdays (see attached schedule). Will teach not more than 245 minutes divided into not more than five (5) teaching periods. The teaching periods and the preparation period for any classroom teacher shall not extend beyond six consecutive class periods unless mutually agreed to by the teacher and the district.*

*6.1.1.b.1.e.1.a The fifty (50) minute teacher collaboration period will be used strictly for unit members to collaborate to improve student learning. The district will not request that this time be used for administrative tasks.*



*Teachers on all other days (see attached schedule) will teach not more than 280 minutes divided into not more than five (5) teaching periods. The teaching periods and the preparation period for any classroom teacher shall not extend beyond six (6) consecutive class periods unless mutually agreed to by the teacher and the district.*

**For SSR**

**6.1.1.B.1.e.3** *A reading period or time of twenty (20) minutes would be added to the fifth period of each day. Four minutes would be taken from the other periods to create this block of time. The two-hundred eighty (280) minutes daily instructional time would remain the same. No additional prep is required from/by the teacher. In the event that the first period (or any period) should not rotate, SSR will be attached to that period for at least one-sixth (1/6) of the school days.*

**3. What is the purpose of the waiver?**

*1) To provide collaboration time so that teachers may focus on student learning and results based on measurable goals.*

*2) To add a reading program four (4) days a week to the schedule—twenty minutes per day.*

**4. If a one (1) year waiver:**

Was the decision reached by:

\_\_\_\_\_ consensus; or

☒ minimum 85% vote of affected unit members?

Cathy Jensen Name of site representative who can attest to the validity of the decision process

**5. If a three (3) year waiver:**

Was the decision reached by:

\_\_\_\_\_ consensus; or

\_\_\_\_\_ 100% vote of affected unit members?

\_\_\_\_\_ Name of site representative who can attest

to the validity of the decision process

6. **Affected Bargaining Unit Members:**

List all Bargaining Unit Members who are directly, or potentially, affected by waiving this provision of the CBA. (Pursuant to CUTA By-Laws, unit members who are not CUTA Members may not participate in the waiver procedure.)

Kittle, Barbara	Winslow, Lisa	Sanchez, Rochelle
Robinson, Bert	Brooks, Mike	Hanseon, AnnaLisa
Bryson, Oleta	Dane, Rita	Duchala, Bob
Hammond, Paula	Smith, Jennifer	Allspaugh, Tamara
Dion, Dave	Battaglia, Bill	Gale, Samantha
Holmes, Dan	Wells, Betty	Brown, Duaine
Dixon, Bill	Jones, Lynny	Leach, Mark
Peruzzi, Corina	Battaglia, Kim	Kulich, Marjorie
Reinbold, Steve	Williams, Maggie	Hoffmann, Debra-Lou
Ippisch, Diane	Jenswold, Cathy	O'Laughlin, Paula
Clark, Kelly	Burton, Beth	Adamian, Annie
Bruch, Mary	Riley, Mike	Tippets, Sue
Wirt, John	Hopper, Karl	Nash, Jim
Williams, Jim	Grant, Alison	

7. **Special Promises:**

If any specific arrangements or promises were made in order to reach consensus or vote approval, please list them.

*Collaboration activities on Wednesday mornings will be unit member driven and directed. (A group such as an Instructional Council that consists nearly all of unit members selected by staff may fulfill this purpose.)*

8. **Notice:**

Were affected unit members specifically advised that this waiver is provisional and: (a) it will automatically expire at the end of the requested waiver period; and (b) it must be approved by both the CUTA Executive Board and the District?

☒ Yes

☐ No

Date: 7/23/07

Date: 7-27-07

Cathy Jenswold  
CUTA Site Representative

Jane Parsley  
District Administrator

---

FOR CUTA USE:

This waiver will be considered by CUTA at the first Executive Board meeting that occurs ten (10) calendar days after its receipt.

X Approved

\_\_\_\_\_ Denied

Ray A. Gz  
CUTA President

7-26-07  
Date of CUTA Action

---

FOR DISTRICT USE:

\_\_\_\_\_ Approved

\_\_\_\_\_ Denied

\_\_\_\_\_  
Superintendent or Designee

\_\_\_\_\_  
Date of District Action

**Bidwell Junior High Collaboration Waiver Schedules**

**Regular days (Mon., Tue., Thur., Fri.)**

Teacher start time	7:55	
Period 1	8:10-9:02	*52 minute classes
Period 2	9:07-9:59	*5 minute passing
Period 3	10:04-10:56	*built in SSR
Early lunch	11:01-11:35	
(Class)	11:01-11:53	
Late lunch	11:58-12:32	
(Class)	11:40-12:32	
SSR	12:37-12:57	
Period 5	12:57-1:49	
Period 6	1:54-2:46	
Teacher end time	3:01	

**Collaboration days (Wed.)**

Teacher start time	7:55	
Collaboration	8:10-9:05	45 minute classes
Period 1	9:10-9:55	no SSR
Period 2	10:00-10:45	
Period 3	10:50-11:35	
Early lunch	11:40-12:14	
(Class)	11:40-12:25	
Late lunch	12:30-1:04	
(Class)	12:19-1:04	
Period 5	1:09-1:54	
Period 6	1:59-2:44	
Teacher end time	2:59	

**First and Last Day of School**

Teacher start time	7:55
Period 1	8:10-8:46
Period 2	8:51-9:27
Period 3	9:32-10:08
Period 4	10:13-10:49
Period 5	10:54-11:30
Period 6	11:35-12:11
Teacher end time	12:26

30/35 + teachers/members  
support

85.7%

Attachment G-2



---

**Application for a Waiver  
of the  
Collective Bargaining Agreement  
(One Year or Three Year)**

Affected Site or Work Location: Chico Junior High School

This is an application for:

Date of Application

---

☒ A one (1) year waiver

☐ A three (3) year waiver

School Year(s) for which the waiver is sought: 2007-2008

Approval is Required: This waiver must be approved by the CUTA Executive Board and the District before it is effective. If approved, it will automatically expire at the end of the waive period (i.e. one year or three years) unless the unit members make application for a renewal.

Either CUTA or CUSD may require clarification or additional information before approving any waiver application. If more room is needed to answer any question, please attach additional pages.

1. **Provisions to be Waived:**

List those provisions of the Collective Bargaining Agreement (CBA) for which a waiver is sought. Include specific Article and Section numbers, as well as the page number, on which the provisions are found in the current CBA.

*Article 6—Hours of Employment*

*6.1.1.B.1.e.1) Not more than two hundred eighty (280) minutes of teaching divided into not more than five (5) teaching periods. The teaching periods and the preparation period for any classroom teacher shall not extend beyond six (6) consecutive class periods unless mutually agreed to by the teacher and the District. If by mutual agreement, the teacher's teaching periods and preparation period extend beyond six (6) consecutive periods, the teacher's total student day time will remain unchanged. Such mutual agreement shall be in writing and a copy forwarded to the Association.*

2. **Proposed Replacement Text:**

Please provide the replacement language which is proposed to operate in place of the waived CBA provisions.

---

*For the term of this waiver a collaboration period will be added on Wednesday mornings as per the attached schedule.*

*6.1.1.b.1.e.1 Teachers on the said Wednesdays (see attached schedule) will teach not more than 245 minutes divided into not more than five (5) teaching periods. The teaching periods and the preparation period for any classroom teacher shall not extend beyond six (6) consecutive class periods unless mutually agreed to by the teacher and the district.*

6. **Affected Bargaining Unit Members:**

List **all** Bargaining Unit Members who are directly, or potentially, affected by waiving this provision of the CBA. (Pursuant to CUTA By-Laws, unit members who are not CUTA Members may not participate in the waiver procedure.)

Kevin Watson	Andy Wahl	the Simmons
Cris Seid	Rochelle Sanchez	Jorge Salas
Mark Riehlman	Mark Peter	Karen Payton
Noel McCarney	Kathy Parisotto	Lane O'Laughlin
Ann Murphy	Jane Larson	Debbie Kidd
Allan Jensen	Sarah Jensen	Pat Helman
Patty Hala	Kennie Gyn	Kris Foster
Jean Hor	<del>James Johnson</del>	Jeanne Lumsden
Bruce Duncan	Emily Dineen	Rochelle Denny
Sue Deleardo	Ronnie Cockrell	Meredith Christopher
Bruno Bicocca	Jim Baumgartner	Brad Armstrong
Paul Allen	Maria Anne Della-Donnelly	
Ann Marie Galle		

7. **Special Promises:**

If any specific arrangements or promises were made in order to reach consensus or vote approval, please list them.

*Collaboration activities on Wednesday mornings will be unit member driven and directed. (A group such as an Instructional Council that consists nearly all of unit members selected by staff may fulfill this purpose.)*

8. **Notice:**

Were affected unit members specifically advised that this waiver is provisional and: (a) it will automatically expire at the end of the requested waiver period; and (b) it must be approved by both the CUTA Executive Board and the District?

X Yes        No

Date: 6-26-07

Date: 6-26-07

John Flay  
CUTA Site Representative

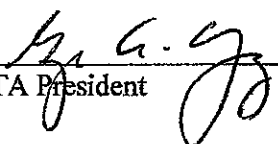
Joye Burdette  
District Administrator

FOR CUTA USE:

This waiver will be considered by CUTA at the first Executive Board meeting that occurs ten (10) calendar days after its receipt.

☒ Approved

☐ Denied

  
\_\_\_\_\_  
CUTA President

7-26-07  
\_\_\_\_\_  
Date of CUTA Action

FOR DISTRICT USE:

☐ Approved

☐ Denied

\_\_\_\_\_  
Superintendent or Designee

\_\_\_\_\_  
Date of District Action



## **Proposed Schedule for Chico Junior High School**

### **Regular Days (Monday, Tuesday, Thursday, Friday)**

Teacher start time:	7:50
Period 1:	8:05 – 8:57
Period 2:	9:02 – 9:54
Period 3:	9:59 – 10:51
Period 4:	10:56 – 11:48
Lunch:	11:48 – 12:28
SSR:	12:33 – 12:57
Period 5:	12:57 – 1:49
Period 6:	1:54 – 2:46
Teacher end time:	3:01

### **Collaboration Days (Wednesdays)**

Teacher start time:	7:50
Collaboration:	8:05 – 9:00
Period 1:	9:05 – 9:50
Period 2:	9:55 – 10:40
Period 3:	10:45 – 11:30
Period 4:	11:35 – 12:20
Lunch:	12:20 – 1:06
Period 5:	1:11 – 1:56
Period 6:	2:01 – 2:46
Teacher end time:	3:01

### **First and Last Days of School**

Teacher start time:	7:50
Period 1:	8:05 – 8:41
Period 2:	8:46 – 9:22
Period 3:	9:27 – 10:03
Period 4:	10:08 – 10:44
Period 5:	10:49 – 11:25
Period 6:	11:30 – 12:06
Teacher end time:	12:21