

REVISED

CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Special Session

Wednesday, December 12, 2007

3:30 p.m.

District Office Large Conference Room

1163 E. 7th Street, Chico, CA 95928

AGENDA

1. Call to Order

Opportunity for Public Comment on Agenda Items

The Governing Board welcomes and encourages public comments. Members of the public may comment on items included on this agenda only: however, we ask that you limit your comments to five (5) minutes so that as many as possible may be heard (Education Code §35145.5, Government Code §54954.3)

2. Consent

- 2.1 Consider approval of Fund Raising Request from Rosedale PTA for students to sell chocolate from 01/18/08-02/01/08.
- 2.2 Consider approval of Consultant Agreement with Creative Spirit LLC for \$25,000.00 to provide staff training at Chapman, McManus and Shasta.

3. Discussion/Action

- 3.1 Information: 1st Reading of Board Policy 5030 – Student Wellness. (Tanya Harter)
- 3.2 PUBLIC HEARING/Action: Public Disclosure and Consider ratification of tentative agreement between Chico Unified Teachers Association (CUTA) and Chico Unified School District. (Bob Feaster)

4. Adjournment

Jann Reed, President
Board of Education
Chico Unified School District

Posted: December 7, 2007

Revised: December 10, 2007

:mga

Agenda Item: _____

PROPOSED AGENDA ITEM: Rosedale Elementary World's Finest Chocolate Bar Fundraiser

Prepared by: Laura Manning, PTA Treasurer
Claudia de la Torre, Principal

☒ Consent

Board Date: December 12, 2007

☐ Information Only

☐ Discussion/Action

Background Information

For the past nine years, Rosedale PTA has sponsored an annual school-wide chocolate fundraiser to support many student and beautification projects that would otherwise not be available to Rosedale Elementary.

This is a major fundraising event for the school where students are able contribute to help reduce the cost of expensive fieldtrips such as the 4th grade social studies fieldtrip to our state capital, 5th grade environmental camp, and 6th grade fieldtrips associated with Science and/or Social Studies. In the past PTA has also funded beautification projects such as the cement/brick walkways, benches, gardens for our school, and assemblies.

Education Implications

Chocolate sales help support fieldtrips associated with curricular studies for students in all grade levels.

Fiscal Implications

PTA assumes the risks for purchasing chocolate, distribution and collection of funds. There are no fiscal implications on the general fund.

Additional Information

PTA has funded many activities that Rosedale students would otherwise not be able to experience.



RECEIVED

CHICO UNIFIED SCHOOL DISTRICT

1163 East Seventh Street

Chico, CA 95928-5999

DEC - 5 2007

FUND RAISING REQUEST

All fund raising projects/activities are to be approved by the school principal (minor) or the Board of Education (major). The principal/designee shall maintain a written financial record of each approved fund raising project/activity. Funds generated from the projects/activities shall be deposited in the Associated Student Body account, PTA/PTO account or the appropriate District account.

SCHOOL Rosedale Elementary School

ORGANIZATION PTA ADVISOR Laura Manning—Treasurer

PURPOSE OF THE FUND RAISING PROJECT/ACTIVITY School-wide fundraiser to help with 4, 5, 6 grade field trips that require day of busing, school beautification projects (in the past benches, cement work, garden work), provide \$ for school assemblies, and fund other school-wide needs.

FINANCIAL GOAL OF THE PROJECT: (Major = more than \$5,000 gross)

[] Minor: Estimated Gross \$ _____ [X] Estimated Gross \$18,000

Estimated Net \$ _____ Major: Estimated Net \$8,000

NATURE OF PROJECT/ACTIVITY (i.e., car wash) World's Finest chocolate bar sale

[] Class I - A project or series of activities that will be restricted to a school's student and parent population.

[X] Class II - A project or series of activities that will extend beyond a school's population and will involve students, parents and members of the general community population in the fund raising effort.

BEGINNING/ENDING DATE(S) OF PROPOSED FUND RAISING PROJECT(S)/ACTIVITY(IES):

BEGINNING January 18th 2008 ENDING February 1st, 2008

LOCATION: Students will get a box of chocolate at school. Their parents may take the chocolate to work, take their children around the community, or sell to relatives.

NUMBER OF STUDENTS TO BE INVOLVED K-6 opportunity. Every participant must have a signed permission slip by parent or guardian.

RECOMMENDED

Date

11/30/07

Date

Student Officer's Signature (if applicable)

Laura Manning

Advisor's Signature

Date

12/3/07

Date

Director of Activity Signature (if applicable)

Charles Allen

Principal's Signature

Approval Recommend

Minor

Major

Yes No

Yes

[X] []

[X]

Date

12/7/07

Assistant/Superintendent's/Director's Signature

Carolyn Adkinson

[X]

Date - Approved by Board of Education

cc: Advisor
Principal

ES-5

Agenda Item #: _____
(DO Use Only)

PROPOSED AGENDA ITEM: Consultant agreement with Creative Spirit LLC

Prepared by: Scott Lindstrom

- ☒ Consent
☐ Information Only
☐ Discussion/Action

Board Date: 01/07/08

Background Information

The consultants will provide "Keeping the Joy in Learning" (Healthy Play) training to school staffs at Chapman, Citrus, Hooker Oak, McManus, Neal Dow, Rosedale, Shasta and Sierra View schools. Activities are highly motivating, easy to implement and establish clear behavioral norms that include the core philosophy that "people are the most important part of any activity." This is initial training at Neal Dow, and follow-up to initial training at Chapman, Citrus, Hooker Oak, McManus, Rosedale, Shasta and Sierra View.

Education Implications

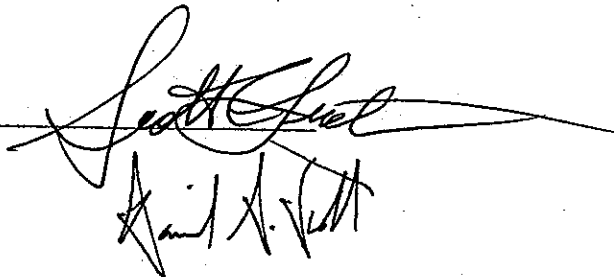
Healthy Play games and activities are used to enhance learning and classroom management, build school community, enhance empathy and reduce aggressive behaviors. Activities can be used in academics, PE, recess and social skill development.

Fiscal Implications

Training is funded by an Early Mental Health Initiative grant. No impact on general fund.

Additional Information

DO Recommendation: APPROVE


Scott Lindstrom

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 Spirit LLC
Street Address/POB: 6062 East Beverly
City, State, Zip Code: Tucson, AZ 85711
Phone: 1-800-742-0708
Taxpayer ID/SSN: 86-0714320

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

to 05/23/08

Location(s) of Services: (site) Chapman, McManus, Shasta

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

Provide "Keeping the Joy in Learning" training to site staff. Includes 3 days initial training at Neal Dow (demo classroom lessons plus 6 hours after school training), 1 day follow-up training each at Chapman, Citrus, Hooker Oak, McManus, Rosedale, Shasta, Sierra View. Required for Early Mental Health Initiative grant.

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

All staff trained to utilize Healthy Play as a Solution strategies for enhancing classroom management, teaching strategies, character education, building school community, increasing empathy and problem-solving skills, and addressing needs of at-risk students.

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

- 1) Elementary Guidance #10 (Early Mental Health Initiative grant)
- 2) Elementary Guidance #11 (Early Mental Health Initiative grant)
- 3) Elementary Guidance #13 (Early Mental Health Initiative grant)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	40.00	01	7825	0	1110	3110	5800	14	740
2)	30.00	01	7826	0	1110	3110	5800	14	740
3)	30.00	01	7828	0	1110	3110	5800	14	740

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)

\$ 2,500.00 Per Unit, times 10.00 # Units = \$ 25,000.00 Total for Services

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

9. Additional Expenses:

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

\$ 25,000.00 Grand Total

10. Amounts of \$1,001.00 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 #3515.6.1, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
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.

11. AGREED TO AND ACCEPTED:


(Signature of Consultant)

Charlie Steffens
(Print Name)

11/25/07
(Date)

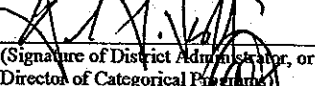
12. RECOMMENDED:


(Signature of Originating Administrator)

Scott C. Lindstrom
(Print Name)

11/14/07
(Date)

13. APPROVED:


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

David G. Scott
(Print Name)

12/06/07
(Date)

APPROVED:


(Signature of Asst. Supl. - Business Services)

☒ Consultant
Scott Jones
(Print Name)

☐ Contract Employee

(Date)

14. Authorization for Payment:

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

- ☐ Partial Payment thru: _____
(Date)
- ☐ Full or Final Payment

(b). DISPOSITION OF CHECK by Accounts Payable: (check released upon completion of services)

- ☐ Send to Site Administrator: _____
(Date check required)
- ☐ Mail to Consultant

(c).

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



REVISED 12/10/07

Chico Unified School District

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

Board Policy:

#5030

Section: 5000

Students

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Student Wellness

The Governing Board of Chico Unified School District (CUSD) recognizes the link between student health and learning. Children and youth that begin each day as healthy individuals are more receptive to the learning experience and more likely to succeed now and in the future. Further, the Board also believes that a healthy staff can more effectively perform their job responsibilities, and model appropriate wellness behaviors to students. This policy encourages a comprehensive approach to school and community wellness and addresses the components of the Coordinated School Health program as recommended by the California Department of Education and the Department of Health Services. CUSD is committed to providing a school environment that promotes and protects children's health, well-being, and ability to learn by supporting healthy eating and physical activity.

It is the policy of CUSD that schools will provide nutrition education and physical education to foster lifelong habits of healthy eating and physical activity, and will establish linkages between health education and school meal programs, and with related community services.

Student Wellness Services

Student Wellness Services include Health Counseling, Psychological and Social Services. The Board supports effective wellness programs that will facilitate positive learning and instill healthy behaviors.

The Board supports school facilities that are designed to provide a safe, secure physical plant as well as a healthy and supportive environment that fosters learning and overall well-being.

- (cf. 0000 - Vision)
- (cf. 0200 - Goals for the School District)
- (cf. 3513.3 - Tobacco-Free Schools)
- (cf. 3514 - Environmental Safety)
- (cf. 5131.6 - Alcohol and Other Drugs)
- (cf. 5131.61 - Drug Testing)
- (cf. 5131.62 - Tobacco)
- (cf. 5131.63 - Steroids)
- (cf. 5141 - Health Care and Emergencies)
- (cf. 5141.22 - Infectious Diseases)
- (cf. 5141.3 - Health Examinations)
- (cf. 5141.31 - Immunizations)
- (cf. 5141.32 - Health Screening for School Entry)
- (cf. 5141.6 - Student Health and Social Services)
- (cf. 5142 - Safety)
- (cf. 5146 - Married/Pregnant/Parenting Students)
- (cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Education)
- (cf. 6164.2 - Guidance/Counseling Services)

The Board's policy related to student wellness was developed with the involvement of parents/guardians, students, school food service professionals, school administrators, Board representatives, and members of the public. (42 USC 1751 Note)

District Wellness Advisory Council

The Superintendent or his/her designee shall convene an advisory and oversight committee consisting of school-site administrators, health professionals, teachers, nutrition services staff, physical education instructors, parents



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and students to evaluate policy implementation. The committee will report to the Board of Education about implementation of the policy as required by law.

(cf. 9140 - Board Representatives)

Nutrition Education and Physical Activity Goals

The Board shall adopt goals for nutrition education, physical activity, and other school-based activities that are designed to promote student wellness in a manner that the district determines appropriate. (42 USC 1751 Note)

The district's nutrition education and physical education programs shall be based on research, consistent with the expectations established in the state's curriculum frameworks, and designed to build the skills and knowledge that all students need to maintain a healthy lifestyle.

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

Nutrition education shall be provided as part of the health education program in grades K-12 and, as appropriate, shall be integrated into core academic subjects and offered through before- and after-school programs.

(cf. 6142.8 - Comprehensive Health Education)

CUSD will provide all students in grades K-12 the opportunity, support, and encouragement to be physically active on a regular basis through physical education instruction and/or physical activity programs.

Integrated Nutrition Education

Integrated Nutrition education in CUSD aims to teach, encourage and support healthy eating by students. Teachers will work toward incorporating nutrition education into their instruction. At the secondary school level it is recommended that subject appropriate teachers incorporate nutrition education into their instruction.

Integrated nutrition education will provide students with the knowledge and skills necessary to promote and protect their health.

Physical Education and Physical Activity

All students in grades K-12 shall be provided opportunities to be physically active on a regular basis. Opportunities for moderate to vigorous physical activity shall be provided through physical education, recess, school athletic programs, extracurricular programs, before- and after-school programs, and other structured and unstructured activities.

Physical education is a planned sequential program of curricula and instruction that helps students develop the knowledge, skills, and confidence necessary for an active lifestyle. Physical activity programs may provide participants with structured activity (games, sports, etc.), unstructured activity (walking programs, dance, etc.), or opportunities to participate in physical activity in the daily routine (walk-to-school programs, etc.).

Besides promoting high levels of personal achievement and a positive self-image, Physical Education activities should teach students how to cooperate in the achievement of common goals.

Policy Adopted: DRAFT – Revised 12/03/07

**Chico Unified School District**

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(cf. 6142.7 - Physical Education)

(cf. 6145 - Extracurricular and Co-curricular Activities)

(cf. 6145.2 - Athletic Competition)

Staff Wellness

The Superintendent or designee shall encourage staff to serve as positive role models. He/she shall promote and may provide opportunities for regular physical activity among employees.

Professional development may include instructional strategies that assess health knowledge and skills and promote healthy behaviors.

(cf. 4131- Staff Development)

(cf. 4331- Staff Development)

Family and Community Involvement

The Board believes that family and community involvement and collaboration are key elements in supporting the healthy development of youth and their families. Long-term partnerships with diverse community groups are encouraged. The Board recommends partnerships that will promote health education activities for parents/guardians and community members.

To encourage consistent health messages between the home and school environment, the Superintendent or designee may disseminate health information to parents/guardians through district or school newsletters, handouts, parent/guardian meetings, the district or school web site, and other communications. Outreach to parents/guardians shall emphasize the relationship between student health and academic performance.

(cf. 1113 - District and School Web Sites)

(cf. 6020 - Parent Involvement)

The Board discourages the marketing and advertising of non-nutritious foods and beverages through signage, vending machine fronts, logos, scoreboards, school supplies, advertisements in school publications, coupon or incentive programs, or other means.

(cf. 1325 - Advertising and Promotion)

Nutrition Guidelines for Foods Available at School

The Board shall adopt nutrition guidelines selected by the district for all foods available on each campus during the school day, with the objectives of promoting student health and reducing childhood obesity. (42 USC 1751 Note)

The Board believes that foods and beverages available to students at district schools should support the health curriculum and promote optimal health. Nutrition standards adopted by the district for all foods and beverages sold to students on campus, including foods and beverages provided through the district's food service program, student stores, vending machines, fundraisers, or other venues, shall meet or exceed state and federal nutrition standards.



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(cf. 3312 - Contracts)
(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3554 - Other Food Sales)
(cf. 5148 - Child Care and Development)
(cf. 6300 - Preschool/Early Childhood Education)

The Superintendent or designee shall encourage school organizations to use healthy food items or non-food items for fundraising purposes. He/she also shall encourage school staff to avoid the use of non-nutritious foods as a reward for students' academic performance, accomplishments, or classroom behavior.

(cf. 1230 - School-Connected Organizations)

School staff shall encourage parents/guardians or other volunteers to support the district's nutrition education program by considering nutritional quality when selecting any snacks which they may donate for occasional class parties and by limiting foods or beverages that do not meet nutritional standards to no more than one food or beverage per party. Class parties or celebrations shall be held after the lunch period when possible.

Guidelines for Reimbursable Meals

Foods and beverages provided through federally reimbursable school meal programs shall meet or exceed federal regulations and guidance issued pursuant to 42 USC 1758(f)(1), 1766(a), and 1779(a) and (b), as they apply to schools. (42 USC 1751 Note)

In order to maximize the district's ability to provide nutritious meals and snacks, all district schools shall participate in available federal school nutrition programs, including the National School Lunch and School Breakfast Programs, to the extent possible.

(cf. 3553 - Free and Reduced Price Meals)

Program Implementation and Evaluation

The Board shall establish a plan for measuring implementation of the policy. The Superintendent shall designate at least one person within the district and at each school who is charged with operational responsibility for ensuring that the school sites implement the district's wellness policy. (42 USC 1751 Note)

(cf. 0500 - Accountability)

The following indicators will be used to measure the implementation of the wellness policy districtwide and at each district school. These measures shall include, but not be limited to, an analysis of the nutritional content of meals served; student participation rates in school meal programs; sales of non-nutritious foods and beverages in fundraisers or other venues outside the district's meal programs; and feedback from food service personnel, school administrators, the school health council, parents/guardians, students, and other appropriate persons.

The Superintendent or designee shall report to the Board at least every two years on the implementation of this policy and any other Board policies related to nutrition and physical activity.



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Assessment and Monitoring of the Wellness Policy

Representatives of the school district shall develop a plan for implementing the district wellness policy and measuring implementation of that policy. The district superintendent or designee shall designate at least one person from the administration, and one from Nutrition Services within CUSD that is charged with operational responsibility for ensuring that the school sites implement the adopted local wellness policy.

Posting Requirements

Each school shall post the district's policies and regulations on nutrition and physical activity in public view within all school cafeterias or in other central eating areas. (Education Code 49432)

Each school shall also post a summary of nutrition and physical activity laws and regulations prepared by the California Department of Education.

Legal Reference:

EDUCATION CODE

- 49430-49436 Pupil Nutrition, Health, and Achievement Act of 2001
- 49490-49493 School breakfast and lunch programs
- 49500-49505 School meals
- 49510-49520 Nutrition
- 49530-49536 Child Nutrition Act
- 49540-49546 Child care food program
- 49547-49548.3 Comprehensive nutrition services
- 49550-49560 Meals for needy students
- 49565-49565.8 California Fresh Start pilot program
- 49570 National School Lunch Act
- 51222 Physical education
- 51223 Physical education, elementary schools

CODE OF REGULATIONS, TITLE 5

- 15500-15501 Food sales by student organizations
- 15510 Mandatory meals for needy students
- 15530-15535 Nutrition education
- 15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 42

- 1751-1769 National School Lunch Program, especially:
- 1751 Note Local wellness policy
- 1771-1791 Child Nutrition Act, including:
- 1773 School Breakfast Program
- 1779 Rules and regulations, Child Nutrition Act

CODE OF FEDERAL REGULATIONS, TITLE 7

- 210.1-210.31 National School Lunch Program

Policy Adopted: **DRAFT – Revised 12/03/07**



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220.1-220.21 National School Breakfast Program
Management Resources:

CSBA POLICY BRIEFS

The New Nutrition Standards: Implications for Student Wellness Policies, November 2005

CSBA PUBLICATIONS

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. 2005

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Healthy Children Ready to Learn, January 2005

Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003

Physical Education Framework for California Public Schools, Kindergarten Through Grade 12, 1994

CENTERS FOR DISEASE CONTROL PUBLICATIONS

School Health Index for Physical Activity and Healthy Eating: A Self-Assessment and Planning Guide for Elementary and Middle/High Schools, 2004

NATIONAL ASSOCIATION OF STATE BOARDS OF EDUCATION (NASBE) PUBLICATIONS

Fit, Healthy and Ready to Learn, 2000

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

Dietary Guidelines for Americans, 2005

Team Nutrition, Food and Nutrition Services, Changing the Scene, Improving the School Nutrition Environment: A Guide to Local Action, 2000

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

California Department of Health Services: <http://www.dhs.ca.gov>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

California Project LEAN (Leaders Encouraging Activity and Nutrition): <http://www.californiaprojectlean.org>

Centers for Disease Control and Prevention (CDC): <http://www.cdc.gov>

Dairy Council of California: <http://www.dairycouncilofca.org>

National Alliance for Nutrition and Activity: <http://www.cspinet.org/nutritionpolicy/nana.html>

National Association of State Boards of Education: <http://www.nasbe.org>

National School Boards Association: <http://www.nsba.org>

School Nutrition Association: <http://www.schoolnutrition.org>

Society for Nutrition Education: <http://www.sne.org>

U.S. Department of Agriculture: http://www.fns.usda.gov/tn/Healthy/wellnesspolicy_steps.html

PROPOSED AGENDA ITEM: Public Disclosure and Approval of tentative agreement between CUSD and the Chico Unified Teachers Association (CUTA)

Prepared by: Bob Feaster, Assistant Superintendent, HR

- ☐ Consent
☐ Information Only
☒ Discussion/Action

Board Date: December 12, 2007

Background Information:

CUTA is in the process of ratifying a tentative agreement dealing with the Collective Bargaining Agreement (CBA) that was signed by both negotiating teams on 12-3-07. This tentative agreement deals with the following articles of the CBA;

- Article 3: Recognition
Article 6: Hours of Employment
Article 8: Wages
Article 9: Health and Welfare Benefits
Article 14: Procedures for Processing Grievances
Article 19: Term (of the agreement)
Article 22: Peer Assistance and Review (PAR)

In addition to the above articles the parties agreed on language dealing with "online" teachers. This particular section spans several articles.

Educational Implications:

Much of the language of this tentative agreement does not have direct educational implications. Much of it recognizes current practices with respect to who is represented by CUTA, prep time for preschool teachers, etc. The agreement includes but is not limited to the following changes to the CBA;

- The District will consult with CUTA before scheduling the before school staff development day
- Teachers who are assigned to teach a unit members class during their preparation period will be reimbursed 1/7 of their daily rate of pay
- Unit members will be given 7 days notice of staff meetings (except in response to an emergency)
- Modifications were made to the review and modification process to the Standards Based Report Card
- The process for filing and managing a grievance was clarified.
- The Joint Committee used in the Peer Assistance and Review process was reduced with respect to the number of members

Fiscal Implications:

See attached disclosure information. The tentative agreement includes a .16% salary increase to effective 1-1-08. This combined with the 2.84 % increase already effective the same date will put CUTA at 3% on that date. This will be an ongoing increase but will not cost additional funds in the multi-year projections as we had budgeted funds for the possible mitigation of the increase in the changes of the health plan for CUTA (Silver Plan Prescription Drug Coverage).

Both parties will continue to work toward an agreement on a compensation formula.

Recommendation:

Approve the changes to the CBA as outlined in the tentative agreement.

PUBLIC DISCLOSURE FORM

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and GC 3547.5 and 3540.2

Chico Unified School District

Bargaining/Represented Unit:

Chico Unified Teachers Association (CUTA)

Certificated ☒

Classified ☐

The proposed agreement covers the period beginning July 1, 2007

and ending June 30, 2008

It will be acted upon by the District Governing Board at the meeting on

December 12, 2007

A. Proposed Change in Compensation

Compensation	Cost prior to Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year Increase/Decrease to cost	Year 2 Increase/Decrease to cost	Year 3 Increase/Decrease to cost
1. Salary Schedule (This is to include Step and Column.)	\$41,443,141	\$ 33,922	65,235	65,235
2. Other Compensation Changes to Stipends, Bonuses, Longevity O/T Differential, etc.	\$165,837	\$4,200	\$4,200	\$4,200
Description of "Other Compensation"		60 Periods at 1/7 of Per Diem for Pay for Prep Time on Emergency basis when called to Sub	61 Periods at 1/7 of Per Diem for Pay for Prep Time on Emergency basis when called to Sub	62 Periods at 1/7 of Per Diem for Pay for Prep Time on Emergency basis when called to Sub
3. Statutory Benefits STRS, PERS, FICA, WC, UI, Medicare, etc.	\$5,280,179	\$4,838	\$8,811	\$8,811
4. Health and Welfare Plans	\$7,530,864	\$0	\$0	\$0
5. Total Compensation (Add Items 1 thru 4)	\$54,420,021	\$42,960	\$78,246	\$78,246
Percentage Change		0.08%	0.14%	0.14%

B. Average Cost of Compensation per Employee

6. Total Number of Represented Employees (Use FTE's if appropriate)	671.20	671.2	659.2	659.2
7. Total compensation Cost for Average Employee	\$81,079	\$64	\$119	\$119

C. Change to Fund Balance

8. Unrestricted Ending Balance		\$3,841,831	\$852,157	(\$2,039,030)
9. Fund Balance Following Agreement		\$3,798,871	\$930,951	(\$2,038,483)
10. Change to Fund Balance		(\$42,960)	\$78,794	\$547
11. Economic Reserve Requirement		\$3,514,463	\$3,608,125	\$3,659,356

Disclosure of Collective Bargaining Agreement

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12. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what was the percentage increase given, what is the effective date of the increase, and what is the annualized percentage increase?
- The CUTA contract provided for BRL - 1.7 which is a 2.84% raise in January, 2007
- The current contract also provided for 1) a contract re-opener for 2007-08 if a fair share compensation formula was not in place by Jan. 12, 2008 and 2) funding was set aside for the impact of the change in the Silver Plan with BSSP regarding deductibles/copays on prescriptions (\$200,000)
- CUTA and CUSD have agreed that the COLA in January 2007 will be 3% (a .16 increase)
- CUTA has also agreed to settle 2007-08, despite the lack of a formula, with the understanding that CUTA and CUSD will continue to work on a formula for 2008-09. CUTA and the District have also agreed to close the issue of the Silver Plan prescription drug reimbursements, and use that set aside to fund the impact of this agreement.
13. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain)
- None
14. Proposed negotiated changes in non-compensation items (e.g., class size adjustments, staff development days, teacher prep time, etc.)
- Teachers who are asked to cover a class during their prep time in emergency situations are currently not being compensated. CUTA and CUSD have agreed to pay 1/7 of per diem rate for covering these classes which occurs on an "emergency only" basis. Cost analysis:
- Cost of 1/7: Average teacher salary is \$64,000 / 183 / 7 = \$50
- Generally when a substitute teacher is missing the coverage is in the morning for 2 - 3 periods, before a half day sub arrives so we anticipate that 2 periods in a day is a reasonable assumption.³
- 2 periods x \$50 = \$100 plus 1/2 day sub \$50 = \$150 cost of sub coverage
- Cost of normal full day sub is \$79
- Difference (increased cost) is \$150 - 79 = \$71
- This is not expected to happen more than 40-60 times per year district wide
- Maximum cost: \$71 x 60 times = \$4,200
15. What contingency language is included in the proposed agreement (i.e., re-openers, etc.)?
- Negotiations for 2008-09 begin in the Spring

Source of Funding for Proposed Agreement

Current Year:

- ☐ Funding was included in adopted budget
- ☐ Funding will come from designated reserves
- ☒ Funding will come from: \$200,000 in MYP set aside for negotiating the impact of Silver Plan Rx

Second Year:

- ☐ Funding was included in adopted budget
- ☐ Funding will come from designated reserves
- ☒ Funding will come from: \$200,000 in MYP set aside for negotiating the impact of Silver Plan Rx

Third Year:

- ☐ Funding was included in adopted budget
- ☐ Funding will come from designated reserves
- ☒ Funding will come from: \$200,000 in MYP set aside for negotiating the impact of Silver Plan Rx