

CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Special Session

Wednesday, January 6, 2010
5:00 p.m. Closed Session
6:00 p.m. Open Session
District Office, Large Conference Room
1163 East 7th St., Chico, CA 95928

AGENDA

1. CLOSED SESSION

1. Public Employee Dismissal/Discipline/Release
Per Government Code §54957
Five Complaints Against Public Employees
2. Update on Labor Negotiations
Employee Organizations: CUTA
CSEA, Chapter #110
Representatives: Kelly Staley, Superintendent
Bob Feaster, Assistant Superintendent
Jan Combes, Assistant Superintendent
3. Public Employee Performance Evaluation
Per Government Code §54957
Title: Superintendent

2. RECONVENE TO REGULAR SESSION

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

3. CONSENT CALENDAR

1. EDUCATIONAL SERVICES
 1. Consider Approval of the Field Trip Request for students in the Chico High Symphonic Band to attend the All Northern Honor Band in Stockton, CA from 1/15/10-1/17/10
 2. Consider Approval of the Consultant Agreement with The Boys and Girls Club of Chico to Implement After School Programs
 3. Consider Approval of the Consultant Agreement with Chico Area Recreation and Park District (CARD) to Implement After School Programs
 4. Consider Approval of the Consultant Agreement with Miller Brown Dannis Attorneys for Legal Advice
2. HUMAN RESOURCES
 1. Consider Approval of Certificated Human Resources Actions

4. DISCUSSION/ACTION CALENDAR

1. EDUCATIONAL SERVICES
 1. Discussion/Action: Memorandum of Understanding: Race to the Top (RTTT) (Liz Metzger)
 2. Discussion/Action: Forest Ranch Charter Renewal (Sara Simmons)
 3. Discussion/Action: CCDS Charter Renewal (Sara Simmons)
 4. Discussion/Action: Revisions to Roads Online Charter School (Sara Simmons)
2. BUSINESS SERVICES
 1. Information: 2010/11 Chico Unified School District Student Housing Recommendation (Mary Leary)

3. HUMAN RESOURCES

1. Discussion/Action: Appointment of Governing Board Nominee to Personnel Commission (Bob Feaster)

4. BOARD DEVELOPMENT

1. Discussion/Action: Approval of the Chico Unified School District Board of Education Governance Handbook

5. **ADJOURNMENT**

Jann Reed, President
Board of Education
Chico Unified School District

Posted: 12/30/09
:mm

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 PARTICIPATON 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 PARTICIPATON 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.

PROPOSED AGENDA ITEM: Students to attend All Northern High School Honor Band
January 15th – 17th, 2010 at Delta College in Stockton.

Prepared by: Karol Forrest, Chico High Band Director

X Consent
Information Only
Discussion/Action

Board Date: January 6, 2010

Background Information

Students submitted CD's of predetermined pieces and scales and were chosen to rehearse and perform with other students from schools between the Tehachapi Mountains to the Oregon border. Five Chico High School students were accepted this year.

Education Implications

Students will have the opportunity to study under the direction of renowned conductors. They will also perform with other students throughout the state.

Fiscal Implications

There is no cost to CUSD. Trip will be paid by donations only.

Additional Information

Transportation will be provided by Karol Forrest (Band Director).
They will be staying at the Marriott's Residence Inn in Stockton.

FIELD TRIP REQUEST

TO: CUSD Board of Education

Date: 12/17/09

FROM: Karol Forrest

School/Dept.: Chico High / Music

SUBJECT: Field Trip Request

Request is for members of the Chico High Symphonic Band
(grade/class/group)

Destination: DELTA COLLEGE/STOCKTON Activity: ALL NORTHERN HONOR BAND

from 1/15/10 4:30 AM to 1/17/10 7pm
(dates) / (times) (dates) / (times)

Rationale for Trip: Students will perform with student from other schools under the direction of a renown conductor. They submitted CD auditions and were selected on merit.

Number of Students Attending: 5 Teachers Attending: 1 Parents Attending: 0

Student/Adult Ratio: 1-5

Transportation: Private Cars _____ CUSD Bus _____ Charter Bus Name _____
Other: Teachers vehicle

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

ESTIMATED EXPENSES:

Fees \$ _____ Substitute Costs \$ 7800 Meals \$ _____

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

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

Name Musio Acct. #: 01-0000-0-1206-1000-0810 all

Name _____ Acct. #: _____ \$ _____

Karol Forrest 12/17/09
Requesting Party Date

Jim Hanks 12/17/09 ☒ Approve/Minor ☐ Do not Approve/Minor
Site Principal Date or
Recommend/Major Not Recommended/Major
(If transporting by bus or Charter)

Director of Transportation Date

IF MAJOR FIELD TRIP
12-17-09 ☐ Recommend ☐ Not Recommended
Director of Educational Services Date

Board Action Date

PROPOSED AGENDA ITEM:

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

Board Date: January 6, 2010

Background Information

The Boys and Girls Club of Chico (B & G Club) partners with Chico Unified School District to implement the ASES/21st Century After School Program for Bidwell and Chico Junior High Schools, Chico High School, Fairview High School and Academy for Change. The Boys and Girls Club of Chico provides an academic, recreation and enrichment program to implement the state and federal grants per the requirements of the grant.

Education Implications

The goal is to increase student achievement and provide a safe and healthy environment conducive to learning.

Fiscal Implications

Additional Information

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: Boys and Girls Club of Chico (B&G Club)
Street Address/POB: 601 Wall Street
City, State, Zip Code: Chico, CA 95926
Phone: (530) 899-0335
Taxpayer ID/SSN: 68-0294846

This agreement will be in effect from: 08/12/09 to 05/26/10

Location(s) of Services: (site) Boys and Girls Club of Chico

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

Subject to available resources, B&G Club will provide an academic, recreational and enrichment program that complies with all statutory and regulatory requirements applicable to programs conducted at school sites. The B&G Club will provide 180 days of after school services for up to 40 junior high students and up to 60 high

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

school students. Additionally, the B&G Club will be funded \$7,500 for services related to students with disabilities.

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

- 1) 21st Century Learning Centers
2)
3)

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

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	4124	0	1110	1000	5800	14	674
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)

\$ 674.80 Per Unit, times 180.00 # Units = \$ 121,464.00 Total for Services
(Unit: ☐ Per Hour ☒ Per Day ☐ Per Activity)

9. **Additional Expenses:**

*Students with disabilities at a flat rate \$ 7,500.00
\$
\$

Total for
7,500.00 Addit'l Expenses

\$ 128,964.00 Grand Total

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

1-6-10

(to be completed by Business Services)

CONSULTANT TERMS AND CONDITIONS(Applicable, unless determined to be Contract Employee - See BS10a)Consultant Name: **Boys and Girls Club of Chico (B&G Club)**

Business Services Use Only

CA#

V#

1057

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.)

Maureen Price
(Signature of Consultant)

Maureen Price, CEO
(Print Name)

12/10/09
(Date)

12. RECOMMENDED:

Janet Brinson
(Signature of Originating Administrator)

Janet Brinson, Director
(Print Name)

12/10/09
(Date)

13. APPROVED:

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

Dave Scott, Director
(Print Name)

12/10/09
(Date)

APPROVED:

[Signature]
(Signature of District Admin-Business Services)

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

12/11/09
(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)

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: Chico Area Recreation District attn: Melissa Pasquale
 Street Address/POB: 545 Vallombrosa Ave
 City, State, Zip Code: Chico, CA, 95928
 Phone: 530-895-4721 x116
 Taxpayer ID/SSN:

This agreement will be in effect from: 08/12/09 to 05/27/10
 Location(s) of Services: (site) Chico High School

3. Scope of Work to be performed: (attach separate sheet if necessary)
 Enrichment Classes for BLAST: Weight Training, Cooking, Hip Hop Dance

4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant services:
 Fulfill 21st Century Grant requirements with lowest possible staffing costs. "Per Activity" below refers to the full year for the three enrichment classes. See the attached for individual activity costs based on weeks, hours and pay rate for each enrichment class.

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

- 1) 21st CCLC
 2)
 3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100%	01	4124	0	1039	1000	5800	14	674
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)

\$ 11,000.00 Per Unit, times 1.00 # Units = \$ 11,000.00 Total for Services

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

9. Additional Expenses:

\$
\$
\$

Total for
0.00 Addit'l Expenses

\$ 11,000.00 Grand Total

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

(to be completed by Business Services)

CONSULTANT TERMS AND CONDITIONS

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

Consultant Name:

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.)

Scott Jones (Signature of Consultant) Scott Jones Director, Fiscal Services (Print Name) 12/14/09 (Date)

12. **RECOMMENDED:**

Jim Hanlon (Signature of Originating Administrator) JIM HANLON (Print Name) 12/7/09 (Date)

13. **APPROVED:**

Janet L Brinson (Signature of District Administrator, or Director of Categorical Programs) Janet L Brinson (Print Name) 12/12/09 (Date)

Steve Visconti (Signature of District Admin-Business Services) ☐ Consultant ☒ Contract Employee STEVE VISCONTI (Print Name) 12/8/2009 (Date)

14. **CONSULTANT Authorization for Payment:**

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

PROPOSED AGENDA ITEM: Consultant Agreement for Legal Services

Prepared by: Sara Simmons

☒ Consent

Board Date January 6, 2010

☐ Information Only

☐ Discussion/Action

Background Information

Education Code requirements are frequently changing and/or being updated. The law firm of Miller, Brown & Dannis has had extensive experience representing school districts, particularly in the area of charter school law, and has also worked closely with the California School Boards Association.

Education Implications

None

Fiscal Implications

While the General Fund will be impacted, this firm has wide-ranging experience with educational issues.

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: Miller Brown Dannis Attorneys - John Yeh
Street Address/POB: 71 Stevenson Street, Nineteenth Floor
City, State, Zip Code: San Francisco, CA 94105
Phone: 415-543-4111

Taxpayer ID/SSN: _____

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

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

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

Legal advice including, but not limited to, charter schools.

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

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

- 1)
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	7111	5800	14	560
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)

\$ 15,000.00 Per Unit, times 1.00 # 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: **Miller Brown Dannis**

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) John Yeh 12/16/09
(Print Name) (Date)

12. RECOMMENDED:

(Signature of Originating Administrator) Sara Simmons 12/17/09
(Print Name) (Date)

13. APPROVED:

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

APPROVED:

(Signature of District Admin. - Business Services) ☒ Consultant ☐ Contract Employee
Scott Jones Director, Fiscal Services 12/18/09
(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)

CHICO UNIFIED SCHOOL DISTRICT
1163 EAST SEVENTH STREET
CHICO, CALIFORNIA 95928
January 6, 2010

3.2.1.
Page 1 of 1

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

Name/Employee #	Assignment	Effective	Comment
<u>RELEASE/NON-REELECTION OF TEMPORARY CERTIFICATED EMPLOYEES</u>			
3696	Secondary	December 18, 2009	Release 0.4 FTE
10113	Secondary	December 18, 2009	Release 0.2 FTE
1954	Secondary	December 18, 2009	Release 1.0 FTE
3994	Secondary	December 18, 2009	Release 0.2 FTE
3996	Secondary	December 18, 2009	Release 0.4 FTE
3789	Secondary	December 18, 2009	Release 0.2 FTE
3663	Secondary	December 18, 2009	Release 0.2 FTE
3799	Secondary	December 18, 2009	Release 0.2 FTE
3588	Secondary	December 18, 2009	Release 0.4 FTE
11545	Secondary	December 18, 2009	Release 0.6 FTE
<u>Temporary Appointment(s) 2009/10 According to Board Policy</u>			
Clipperton, Steven	Secondary	2009/10 (effective 1/4/10)	0.6 FTE Temporary Appointment
Knox, Marlo	Secondary	2009/10 (effective 1/4/10)	0.2 FTE Temporary Appointment (in addition to current .4 FTE assignment)
<u>Full-Time Leave Request (2009/2010)</u>			
Leach, Mark	Secondary	12/21/2009 - 5/27/2010	1.0 FTE Professional Leave
Nilsson, Eric	Assistant Principal- Secondary	1/4/10-6/30/10	1.0 FTE Professional Leave
<u>Administrative Appointments</u>			
Odlum, Rhonda	Interim Assistant Principal, Sr. High	1/6/10-6/30/10	Appointment

PROPOSED AGENDA ITEM: Memorandum of Understanding: Race to the Top

Prepared by: Liz Metzger

 Consent
 Information Only
 X Discussion/Action

Board Date: January 6, 2010

Background Information:

Chico Unified is considering participation in California's application for the Race to the Top initiative. Race to the Top is a federal grant that is awarded to states and passed on to districts. California's share, if its grant application is successful, would be between \$350-\$700 million. At least half of that would be passed directly on to participating districts, and the other half could be used for either state-level activities or also directed to districts. Funding to districts would be proportionate to the district's level of Title I funding; however, the money does not have to be spent only for Title I students.

The state's application will include a state plan based on the four assurance / reform areas outlined in the American Recovery and Reinvestment Act (ARRA). These areas are

- Adopting standards and assessments that prepare students to succeed in college and the workplace, and to compete in the global economy
- Building data systems that measure student growth and success, and inform teachers and principals about how they can improve instruction
- Recruiting, developing rewarding and retaining effective teachers and principals, especially where they are needed most
- Turning around our lowest achieving schools

Any district wishing to participate had to submit a non-binding Intent to Participate by December 31, and a binding Memorandum of Understanding (MOU) by January 8th. The MOU commits the district to implementing all aspects of the state's plan—which will not be completed until January 19th. If and when the state's application is accepted, the district will have 90 days to prepare and submit a Final Scope of Work. This Final Scope will align with all the elements included in the Preliminary Scope of Work (Exhibit 1, Attachment 2) which is a part of the MOU.

Educational Implications:

California's Department of Education intends that Race to the Top activities would be integrated into and support the district's LEA plan. Thus, Race to the Top should further the educational goals identified in our district's LEA plan.

Fiscal Implications:

If California's application is approved, CUSD and all participating LEAs would receive one-time funding (over a four-year period) to implement all activities identified in the Final Scope of Work. The per-district amount of funding is unknown at this time; it will depend on how many districts participate. Some of the activities—such as implementing turn-around models for the state's "persistently lowest-achieving schools"—would be required whether or not a district chose to participate in the RTTT initiative. Thus, participation could generate additional revenue for activities the district is required to do. On the other hand, a December 15 CSBA advisory notes that "funding is one-time only and may not fully fund the activities required under the MOU."

Additional Information:

The MOU requires a signature from the superintendent. It is highly recommended, though not required, that it also be signed by the president of the local school board and by the local teachers' union leader. CUTA has advised the district that based on information received from CTA they will not be signing the MOU.

**California's Race to the Top
Participating Local Educational Agency (LEA)
Memorandum of Understanding**

This Memorandum of Understanding ("MOU") is entered into by and between the State of California and Chico Unified School District ("Participating LEA"). The purpose of this agreement is to establish a framework of collaboration, as well as articulate specific roles and responsibilities in support of the State in its implementation of an approved Race to the Top grant project.

I. SCOPE OF WORK

Exhibit I, the Preliminary Scope of Work, indicates the Participating LEA is agreeing to implement all of the State's proposed reform plans ("State Plan" listed in Exhibit I) should the State's application be approved by the U.S. Department of Education (ED).

II. PROJECT ADMINISTRATION

A. PARTICIPATING LEA RESPONSIBILITIES

In assisting the State in implementing the tasks and activities described in the State's Race to the Top application, the Participating LEA subgrantee:

1) As a condition for participating in and receiving an allocation of funds under the State's Race to the Top program, must enter into an agreement with the State that will describe more specifically the mutual responsibilities of the State and LEA for planning and implementing the State's plan. The agreement will include the final scope of work and must be produced in collaboration with the State after participation in statewide conversations with participating LEAs. The agreement must be provided to the State within 90 days of the Race to the Top award to the State and must be approved by the State.

The agreement will include a detailed work plan describing specific goals, activities timelines, budgets, key personnel, and annual targets for key performance measures. The work plan must be consistent with the LEA's preliminary scope of work in this Memorandum of Understanding, with the approved State plan, and with further guidance that the State may provide. The State will approve the LEA for funding based on the scope and quality of the workplan and the LEA's capacity to implement the plan and address at the local level significant elements of the State's approved plan in a meaningful and high quality way. The agreement between the State and the LEA will also detail the State's responsibilities for providing or coordinating technical assistance, professional development, and other support for

the LEA in carrying out these functions, and how the State and LEA activities will be sequenced.

2) Will implement the LEA Plan as identified in this MOU, including Exhibits I (See Attachment 2.) and II (the agreement to be reached consistent with Section II-A-1) of this agreement;

3) Will, over the course of the project, work in good faith with the State and other participating LEAs to identify needs for modifications to the project and to make appropriate modifications in order to achieve the core goals of the project;

4) Will actively participate in all relevant convenings, communities of practice, or other practice-sharing events that are organized or sponsored by the State or by the U.S. Department of Education ("ED");

5) Will post to any website specified by the State or ED, in a timely manner, all non-proprietary products and lessons learned that were developed using funds under the Race to the Top grant;

6) Will participate, as requested, in any evaluations of this grant conducted by the State or ED;

7) Will be responsive to State or ED requests for information including on the status of the project, project implementation, outcomes, and any problems anticipated or encountered;

8) Will participate in meetings and telephone conferences with the State to discuss (a) progress of the project, (b) potential dissemination of resulting non-proprietary products and lessons learned, (c) plans for subsequent years of the Race to the Top grant period, and (d) other matters related to the Race to the Top grant and associated plans.

B. STATE RESPONSIBILITIES

In assisting Participating LEAs in implementing their tasks and activities described in the State's Race to the Top application, the State grantee will:

1) Work collaboratively with, and support the Participating LEA in carrying out the LEA Plan as identified in Exhibit I and in the agreement to be developed under Section II-A-1 above;

2) Timely distribute the LEA's portion of Race to the Top grant funds during the course of the project period and in accordance with the LEA's approved work plan described in Section II-A-1 above;

- 3) Provide feedback on the LEA's status updates, annual reports, any interim reports, and project plans and products; and
- 4) Provide or coordinate technical assistance, professional development, and support consistent with Section II-A-1 above.

C. JOINT RESPONSIBILITIES

- 1) The State and the Participating LEA will collaborate in good faith to ensure alignment and coordination of State and local planning and implementation activities in order to effectively and efficiently achieve the core goals of the State's plan, consistent with their respective roles under State law and policy.
- 2) The State and the Participating LEA will each appoint a key contact person for the Race to the Top grant.
- 3) These key contacts from the State and the Participating LEA will maintain frequent communication to facilitate cooperation under this MOU.
- 4) State and Participating LEA grant personnel will work together to determine appropriate timelines for project updates and status reports throughout the whole grant period.
- 5) State and Participating LEA grant personnel will negotiate in good faith to continue to achieve the overall goals of the State's Race to the Top grant, even when the State Plan requires modifications that affect the Participating LEA, or when the LEA Plan requires modifications.

D. STATE RECOURSE FOR LEA NON-PERFORMANCE

If the State determines that the LEA is not meeting its goals, timelines, budget, or annual targets or is not fulfilling other applicable requirements, the State grantee will take appropriate enforcement action, which could include a collaborative process between the State and the LEA, or any of the enforcement measures that are detailed in 34 CFR section 80.43 including, for example, putting the LEA on reimbursement payment status, temporarily withholding funds, or disallowing costs.

III. ASSURANCES

The Participating LEA hereby certifies and represents that it:

VI. SIGNATURES

LEA Superintendent (or equivalent authorized signatory) - required:

Signature/Date

Kelly Staley, Superintendent

Print Name/Title

President of Local School Board (or equivalent, if applicable):

Signature/Date

Jann Reed, Board President

Print Name/Title

Local Teachers Union Leader (if applicable):

Signature/Date

John Jenswold, CUTA President

Print Name/Title

Authorized State Official (required)

By its signature below, the State hereby accepts the LEA as a Participating LEA.

Signature/Date

Print Name/Title

Exhibit I: PRELIMINARY SCOPE OF WORK

The LEA hereby agrees to participate in implementing the State Plan in each of the areas identified below.

(In addition to this checklist, within 90 days of the announcement of the State's Race to the Top award, the LEA must provide an agreement to be known at Exhibit II, as described in Section II-A-1 of this MOU.)

Elements of State Reform Plan	LEA Participation Required Elements
A. Standards and Assessments	
(B)(3) Supporting the transition to enhanced standards and high-quality assessments by informing state standards about adopting the common core standards, informing the State in its transition to statewide implement of the common core standards, offering professional development related to new state curriculum, and piloting a new student growth accountability data.	Yes
B. Data Systems to Support Instruction	
(C)(3) Using data to improve instruction:	
(i) Implementing/enhancing and using a local instructional improvement system (see definition provided by the U.S. Department of Education) that provides teachers, principals, and administrators, with the information and resources they need to inform and improve their instructional practices, decision-making, and overall effectiveness	Yes
(ii) Offering professional development to teachers and school leaders related to using data to inform instructional improvement	Yes
(iii) Make data from the instructional improvement system available to researchers pending appropriate local approval of such data requests in order to	Yes

Elements of State Reform Plan	LEA Participation Required Elements
ensure the protection of student and employee rights to privacy	
(iv) Using formative assessments (either by using state-developed formative assessment items or using your LEA's formative assessments that are already aligned to state standards)	Yes
(v) Collecting and providing data elements required by Race to the Top (e.g., data related to the evaluation of teachers and leaders) as well as additional research-based data (e.g. student attendance data, teacher attendance data) to the State as collaboratively agreed to by the participating LEAs and the State	Yes
C. Great Teachers and Leaders	
(D)(2) Improving teacher and principal effectiveness based on performance:	
(I) Utilize the state-developed growth accountability model to measure student growth	Yes
(ii) Design/refine and implementing rigorous, transparent, and fair evaluation systems for teachers and principals that use multiple measures that include student growth as a significant factor and area designed with teacher and principal involvement	Yes
(iii) Conduct annual evaluations of teachers and principals and providing teachers and principals with data on student growth for their students, classes, and schools.	Yes
(iv)(a) Use evaluations to inform development of teachers and principals including providing relevant coaching, induction support, and/or professional development	Yes

Elements of State Reform Plan	LEA Participation Required Elements
(iv)(b) Use evaluations to inform decisions on compensation, promotion, and retention of teachers and principals, including by providing opportunities for highly effective teachers and principals to obtain additional compensation and be given additional responsibilities	Yes
(iv)(c) Use evaluations to inform decisions on tenure and/or full certification of teachers and principals using rigorous standards and streamlined, transparent and fair procedures	Yes
(iv)(d) Use evaluations to inform removal of ineffective teachers and principals who have had ample opportunities to improve, and ensure that such decisions are made using rigorous standards and streamlined, transparent, and fair procedures	Yes
(D)(3) Developing and implementing a plan to ensure equitable distribution of effective teachers and principals:	
(i) High-poverty and/or high-minority schools	Yes
(ii) Hard-to-staff subjects and specialty areas such as mathematics, science, and special education.	Yes
(D)(5) Providing effective support to teachers and principals which includes:	
(i) Providing effective, data-informed professional development, coaching, induction, and common planning and collaboration time to teachers and principals	Yes
(ii) Measuring and/or participating in evaluation of the effectiveness of these this professional development for teachers and principals	

Elements of State Reform Plan	LEA Participation Required Elements
D. Turning Around the Lowest-Achieving Schools	
(E)(2) If your LEA has one of the State's lowest-achieving schools, turn around these lowest-achieving schools using one of the four intervention models (i.e., turnaround model, restart model, school closure, or transformation model) as specified in the Race to the Top Application	Yes
(E)(3) For all LEAs, document LEA turnaround efforts to assist low-performing schools	Yes
State-Local Collaboration	
Collaboratively determining specific student achievement and program implementation benchmarks in an LEA and working with the State to reach these benchmarks in order to achieve district and statewide goals for student outcomes	Yes
Participating in statewide communities of practice; collaboration with an appropriate partner for capacity building and support; and participate in statewide or regional training opportunities on the four assurance area	Yes

In addition, LEAs are strongly encouraged to commit to one or more of the following priority initiatives in their preliminary scope of work:

Voluntary Elements	(Please indicate with a "Yes" or "No" those areas in which your district will also participate.)
<p>Address Science, Technology, Engineering, and Math (STEM) needs of students and staff by working with industry experts, museums, universities, research centers, and/or other STEM-capable community partners to</p> <ul style="list-style-type: none"> • Prepare and assist teachers in integrating STEM content across grades and disciplines; • Promote effective and relevant instruction; and/or • Offer applied learning opportunities for students. 	
Explore innovative uses of technology to improve learning, especially focused on all types of differentiated instruction.	
Engage in a concerted effort to improve instruction for English learners, including building communities of practice and sharing promising practices.	
Improve the quality of early childhood education by helping students better transition between preschool and kindergarten.	
Build on afterschool programs and community partnership efforts as a means to increase learning time, especially among low performing schools.	
Develop multiple pathways for students in High School and additional Career Technical Education options.	

Attachment 2

Definitions from the US Department of Education's Race to the Top Application for Initial Funding (CFDA Number: 84.395A); pages 7-11

College enrollment refers to the enrollment of students who graduate from high school consistent with 34 CFR 200.19(b)(1) and who enroll in an institution of higher education (as defined in section 101 of the Higher Education Act, P.L. 105-244, 20 U.S.C. 1001) within 16 months of graduation.

Common set of K-12 standards means a set of content standards that define what students must know and be able to do and that are substantially identical across all States in a consortium. A State may supplement the common standards with additional standards, provided that the additional standards do not exceed 15 percent of the State's total standards for that content area.

Effective principal means a principal whose students, overall and for each subgroup, achieve acceptable rates (e.g., at least one grade level in an academic year) of student growth (as defined in this notice). States, LEAs, or schools must include multiple measures, provided that principal effectiveness is evaluated, in significant part, by student growth (as defined in this notice). Supplemental measures may include, for example, high school graduation rates and college enrollment rates, as well as evidence of providing supportive teaching and learning conditions, strong instructional leadership, and positive family and community engagement.

Effective teacher means a teacher whose students achieve acceptable rates (e.g., at least one grade level in an academic year) of student growth (as defined in this notice). States, LEAs, or schools must include multiple measures, provided that teacher effectiveness is evaluated, in significant part, by student growth (as defined in this notice). Supplemental measures may include, for example, multiple observation-based assessments of teacher performance.

Formative assessment means assessment questions, tools, and processes that are embedded in instruction and are used by teachers and students to provide timely feedback for purposes of adjusting instruction to improve learning.

Graduation rate means the four-year or extended-year adjusted cohort graduation rate as defined by 34 CFR 200.19(b)(1).

Highly effective principal means a principal whose students, overall and for each subgroup, achieve high rates (e.g., one and one-half grade levels in an academic year) of student growth (as defined in this notice). States, LEAs, or schools must include multiple measures, provided that principal effectiveness is evaluated, in significant part, by student growth (as defined in this notice). Supplemental measures may include, for example, high school graduation rates; college enrollment rates; evidence of providing

language learners; and to the extent feasible, use universal design principles (as defined in section 3 of the Assistive Technology Act of 1998, as amended, 29 U.S.C. 3002) in development and administration.

Increased learning time means using a longer school day, week, or year schedule to significantly increase the total number of school hours to include additional time for (a) instruction in core academic subjects, including English; reading or language arts; mathematics; science; foreign languages; civics and government; economics; arts; history; and geography; (b) instruction in other subjects and enrichment activities that contribute to a well-rounded education, including, for example, physical education, service learning, and experiential and work-based learning opportunities that are provided by partnering, as appropriate, with other organizations; and (c) teachers to collaborate, plan, and engage in professional development within and across grades and subjects.¹

Innovative, autonomous public schools means open enrollment public schools that, in return for increased accountability for student achievement (as defined in this notice), have the flexibility and authority to define their instructional models and associated curriculum; select and replace staff; implement new structures and formats for the school day or year; and control their budgets.

Instructional improvement systems means technology-based tools and other strategies that provide teachers, principals, and administrators with meaningful support and actionable data to systemically manage continuous instructional improvement, including such activities as: instructional planning; gathering information (e.g., through formative assessments (as defined in this notice), interim assessments (as defined in this notice), summative assessments, and looking at student work and other student data); analyzing information with the support of rapid-time (as defined in this notice) reporting; using this information to inform decisions on appropriate next instructional steps; and evaluating the effectiveness of the actions taken. Such systems promote collaborative problem-solving and action planning; they may also integrate instructional data with student-level data such as attendance, discipline, grades, credit accumulation,

¹ Research supports the effectiveness of well-designed programs that expand learning time by a minimum of 300 hours per school year. (See Frazier, Julie A.; Morrison, Frederick J. "The Influence of Extended-year Schooling on Growth of Achievement and Perceived Competence in Early Elementary School." *Child Development*. Vol. 69 (2), April 1998, pp.495-497 and research done by Mass2020.) Extending learning into before- and after-school hours can be difficult to implement effectively, but is permissible under this definition with encouragement to closely integrate and coordinate academic work between in-school and out-of school. (See James-Burdumy, Susanne; Dynarski, Mark; Deke, John. "When Elementary Schools Stay Open Late: Results from The National Evaluation of the 21st Century Community Learning Centers Program." Located at http://www.mathematicapri.com/publications/redirect_PubsDB.asp?strSite=http://epa.sagepub.com/cgi/content/abstract/29/4/296 Educational Evaluation and Policy Analysis, Vol. 29 (4), December 2007, Document No. PP07-121.)

and student survey results to provide early warning indicators of a student's risk of educational failure.

Interim assessment means an assessment that is given at regular and specified intervals throughout the school year, is designed to evaluate students' knowledge and skills relative to a specific set of academic standards, and produces results that can be aggregated (e.g., by course, grade level, school, or LEA) in order to inform teachers and administrators at the student, classroom, school, and LEA levels.

Involved LEAs means LEAs that choose to work with the State to implement those specific portions of the State's plan that necessitate full or nearly-full statewide implementation, such as transitioning to a common set of K-12 standards (as defined in this notice). Involved LEAs do not receive a share of the 50 percent of a State's grant award that it must subgrant to LEAs in accordance with section 14006(c) of the ARRA, but States may provide other funding to involved LEAs under the State's Race to the Top grant in a manner that is consistent with the State's application.

Low-minority school is defined by the State in a manner consistent with its Teacher Equity Plan. The State should provide, in its Race to the Top application, the definition used.

Low-poverty school means, consistent with section 1111(h)(1)(C)(viii) of the ESEA, a school in the lowest quartile of schools in the State with respect to poverty level, using a measure of poverty determined by the State.

Persistently lowest-achieving schools means, as determined by the State: (i) Any Title I school in improvement, corrective action, or restructuring that (a) Is among the lowest-achieving five percent of Title I schools in improvement, corrective action, or restructuring or the lowest-achieving five Title I schools in improvement, corrective action, or restructuring in the State, whichever number of schools is greater; or (b) Is a high school that has had a graduation rate as defined in 34 CFR 200.19(b) that is less than 60 percent over a number of years; and (ii) Any secondary school that is eligible for, but does not receive, Title I funds that (a) Is among the lowest-achieving five percent of secondary schools or the lowest-achieving five secondary schools in the State that are eligible for, but do not receive, Title I funds, whichever number of schools is greater; or (b) Is a high school that has had a graduation rate as defined in 34 CFR 200.19(b) that is less than 60 percent over a number of years. To identify the lowest-achieving schools, a State must take into account both (i) The academic achievement of the "all students" group in a school in terms of proficiency on the State's assessments under section 1111(b)(3) of the ESEA in reading/language arts and mathematics combined; and (ii) The school's lack of progress on those assessments over a number of years in the "all students" group.

Student achievement means

(a) For tested grades and subjects: (1) a student's score on the State's assessments under the ESEA; and, as appropriate, (2) other measures of student learning, such as those described in paragraph (b) of this definition, provided they are rigorous and comparable across classrooms.

(b) For non-tested grades and subjects: alternative measures of student learning and performance such as student scores on pre-tests and end-of-course tests; student performance on English language proficiency assessments; and other measures of student achievement that are rigorous and comparable across classrooms.

Student growth means the change in student achievement (as defined in this notice) for an individual student between two or more points in time. A State may also include other measures that are rigorous and comparable across classrooms.

Attachment 3
Description of Intervention Models from the US Department of Education's Race to the Top Application for Initial Funding (CFDA Number: 84.395A); pages 71-74

There are four school intervention models referred to in Selection Criterion (E)(2): turnaround model, restart model, school closure, or transformation model. Each is described below.

(a) Turnaround model.

(1) A turnaround model is one in which an LEA must

(i) Replace the principal and grant the principal sufficient operational flexibility (including in staffing, calendars/time, and budgeting) to implement fully a comprehensive approach in order to substantially improve student achievement outcomes and increase high school graduation rates;

(ii) Use locally adopted competencies to measure the effectiveness of staff who can work within the turnaround environment to meet the needs of students,

(A) Screen all existing staff and rehire no more than 50 percent;
and

(B) Select new staff;

(iii) Implement such strategies as financial incentives, increased opportunities for promotion and career growth, and more flexible work conditions that are designed to recruit, place, and retain staff with the skills necessary to meet the needs of the students in the turnaround school;

(iv) Provide staff with ongoing, high-quality, job-embedded professional development that is aligned with the school's comprehensive instructional program and designed with school staff to ensure that they are equipped to facilitate effective teaching and learning and have the capacity to successfully implement school reform strategies;

(v) Adopt a new governance structure, which may include, but is not limited to, requiring the school to report to a new "turnaround office" in the LEA or SEA, hire a "turnaround leader" who reports directly to the Superintendent or Chief Academic Officer, or enter into a multi-year contract with the LEA or SEA to obtain added flexibility in exchange for greater accountability;

(vi) Use data to identify and implement an instructional program that is research-based and “vertically aligned” from one grade to the next as well as aligned with State academic standards;

(vii) Promote the continuous use of student data (such as from formative, interim, and summative assessments) to inform and differentiate instruction in order to meet the academic needs of individual students;

(viii) Establish schedules and implement strategies that provide increased learning time (as defined in this notice); and

(ix) Provide appropriate social-emotional and community-oriented services and supports for students.

(2) A turnaround model may also implement other strategies such as:

(i) Any of the required and permissible activities under the transformation model; or

(ii) A new school model (e.g., themed, dual language academy).

(b) Restart model. A restart model is one in which an LEA converts a school or closes and reopens a school under a charter school operator, a charter management organization (CMO), or an education management organization (EMO) that has been selected through a rigorous review process. (A CMO is a non-profit organization that operates or manages charter schools by centralizing or sharing certain functions and resources among schools. An EMO is a for-profit or non-profit organization that provides “whole-school operation” services to an LEA.) A restart model must enroll, within the grades it serves, any former student who wishes to attend the school.

(c) School closure. School closure occurs when an LEA closes a school and enrolls the students who attended that school in other schools in the LEA that are higher achieving. These other schools should be within reasonable proximity to the closed school and may include, but are not limited to, charter schools or new schools for which achievement data are not yet available.

(d) Transformation model. A transformation model is one in which an LEA implements each of the following strategies:

(1) Developing and increasing teacher and school leader effectiveness.

(i) Required activities. The LEA must--

(A) Replace the principal who led the school prior to commencement of the transformation model;

(B) Use rigorous, transparent, and equitable evaluation systems for teachers and principals that--

(1) Take into account data on student growth (as defined in this notice) as a significant factor as well as other factors such as multiple observation-based assessments of performance and ongoing collections of professional practice reflective of student achievement and increased high-school graduations rates; and

(2) Are designed and developed with teacher and principal involvement;

(C) Identify and reward school leaders, teachers, and other staff who, in implementing this model, have increased student achievement and high-school graduation rates and identify and remove those who, after ample opportunities have been provided for them to improve their professional practice, have not done so;

(D) Provide staff with ongoing, high-quality, job-embedded professional development (e.g., regarding subject-specific pedagogy, instruction that reflects a deeper understanding of the community served by the school, or differentiated instruction) that is aligned with the school's comprehensive instructional program and designed with school staff to ensure they are equipped to facilitate effective teaching and learning and have the capacity to successfully implement school reform strategies; and

(E) Implement such strategies as financial incentives, increased opportunities for promotion and career growth, and more flexible work conditions that are designed to recruit, place, and retain staff with the skills necessary to meet the needs of the students in a transformation school.

(e) Permissible activities. An LEA may also implement other strategies to develop teachers' and school leaders' effectiveness, such as:

(1) Providing additional compensation to attract and retain staff with the skills necessary to meet the needs of the students in a transformation school;

(2) Instituting a system for measuring changes in instructional practices resulting from professional development; or

(3) Ensuring that the school is not required to accept a teacher without the mutual consent of the teacher and principal, regardless of the teacher's seniority.

(f) Comprehensive instructional reform strategies.

(1) Required activities. The LEA must:

- (i) Use data to identify and implement an instructional program that is research-based and “vertically aligned” from one grade to the next as well as aligned with State academic standards; and
- (ii) Promote the continuous use of student data (such as from formative, interim, and summative assessments) to inform and differentiate instruction in order to meet the academic needs of individual students.

(2) Permissible activities. An LEA may also implement comprehensive instructional reform strategies, such as:

- (i) Conducting periodic reviews to ensure that the curriculum is being implemented with fidelity, is having the intended impact on student achievement, and is modified if ineffective;
- (ii) Implementing a schoolwide “response-to-intervention” model;
- (iii) Providing additional supports and professional development to teachers and principals in order to implement effective strategies to support students with disabilities in the least restrictive environment and to ensure that limited English proficient students acquire language skills to master academic content;
- (iv) Using and integrating technology-based supports and interventions as part of the instructional program; and
- (v) In secondary schools:
 - (A) Increasing rigor by offering opportunities for students to enroll in advanced coursework (such as Advanced Placement or International Baccalaureate; or science, technology, engineering, and mathematics courses, especially those that incorporate rigorous and relevant project-, inquiry-, or design-based contextual learning opportunities), early-college high schools, dual enrollment programs, or thematic learning academies that prepare students for college and careers, including by providing appropriate supports designed to ensure that low-achieving students can take advantage of these programs and coursework;

PROPOSED AGENDA ITEM: Forest Ranch Charter School Renewal

Prepared by: Sara Simmons

☐ Consent

Board Date January 6, 2010

☐ Information Only

☒ Discussion/Action

Background Information

The Forest Ranch Charter School was granted a charter by our board at the end of the 2007-2008 school year. The charter was granted for a two year term, and Forest Ranch Charter School has requested a renewal.

A Public Hearing was held in December and tonight the District Charter Review Committee will deliver a report regarding this matter.

Education Implications

Forest Ranch Charter School provides a K-8 alternative educational choice to the children of that community.

Fiscal Implications

Forest Ranch Charter School is a direct-funded model, which means that ADA generated by FR students flows directly to the school and not to CUSD.

Additional Information

Per Ed Code, charter school renewals must be approved for no less than a 5 year term. The renewal for Forest Ranch Charter School would be in effect until the conclusion of the 2014-15 school year.

PROPOSED AGENDA ITEM: Chico Country Day Charter School Renewal

Prepared by: Sara Simmons

☐ Consent

Board Date January 6, 2010

☐ Information Only

☒ Discussion/Action

Background Information

Chico Country Day Charter School was granted a renewal of their charter by our board at the end of the 2004-05 school year. Per Ed Code, the charter renewal was granted for a five year term, and CCDS has requested a renewal.

A Public Hearing was held in December and tonight the District Charter Review Committee will deliver a report regarding this issue.

Education Implications

CCDS has been providing an educational alternative to students in grades K-8. The renewal proposes to continue that educational offering.

Fiscal Implications

Chico Country Day Charter School is a direct-funded model, which means that ADA generated by FR students flows directly to the school and not to CUSD.

Additional Information

Per Ed Code, charter school renewals must be approved for no less than a 5 year term. The renewal for Chico Country Day School would be in effect until the conclusion of the 2014-15 school year.

PROPOSED AGENDA ITEM: Revisions to Roads Online Charter School

Prepared by: Sara Simmons

☐ Consent

Board Date January 6, 2010

☐ Information Only

☒ Discussion/Action

Background Information

Roads Online Charter School was approved for a 2 year term by the board on August 26, 2009. The charter school intended to open in the fall of the 2009-10 school year. Legal counsel for Roads is seeking two revisions to the original charter document as follows:

1. Provide that operation of the school commence no later than Sept. 30, 2010 and permit the charter to operate through September of 2012 prior to seeking renewal.
2. Change the school's name to Pivot Online Charter School

Education Implications

Secondary students in our area will not be able to attend this school until the fall of 2010, rather than this school year.

Fiscal Implications

CUSD will not be responsible for oversight for this charter during the 2009-10 school year.

TITLE: Proposed Agenda Item

Action: _____
Consent: _____
Information: x

January 6, 2010

Prepared by: Mary K. Leary, Director

Background Information

The Student Housing Committee meets on an annual basis to review student-housing alternatives and formulate recommendations to accommodate short-term needs for the upcoming school year.

Educational Implications

Provide a healthy learning environment for students.

Fiscal Implications

There is no impact to the General Fund.

Additional Information

Recommendation

None at this time. Information only.

4. Staff members have confirmed that several undersized special education classrooms being used in the District are simply too small for the services being provided. Those undersized classrooms will be re-utilized and/or reconstructed on a space-available and/or funding-available basis. New special education classroom facilities will be designed as follows:

Program	Classroom Size
Elementary Resource Specialist Program	600 sq. ft. minimum
Secondary Resource Specialist Program	720 sq. ft. minimum
Special Day Program	900 sq. ft. minimum

5. The location of existing elementary open enrollment, pull-out programs, i.e. GATE, Open Structure, was reviewed by the Elementary School Housing Committee in 2008/09. Recommendations from the Elementary Student Housing Committee will continue to drive the location of these programs.
6. Housing for secondary alternative programs will be considered (i.e., community day school, transition to and from alternative education programs, elementary school opportunity program, rehabilitation of existing facilities).
7. Methods to house elementary school students at impacted sites will be reviewed.
8. Appropriate use of classroom space will be defined, i.e. staff rooms, computer rooms, etc.
9. Short- and long-range needs for the District's dependent charter school, Inspire School of Arts and Sciences, will be addressed.

SOME RELEVANT 2010/11 STUDENT HOUSING CONSIDERATIONS

1. Enrollment

Chico Unified is in a period of declining enrollment. Due to the long-range nature of school facilities planning and construction, enrollment projections are revised on an annual basis. The District is currently using the services of JM King & Associates to project enrollment and Government Financial Strategies to analyze the collection of developer fees.

While District enrollment as a whole is declining, the enrollment in the Special Needs Programs is on the rise, particularly the needs of autistic students. Housing the various programs in existing facilities whenever possible will be a priority. Specialized facilities will be constructed on an as-needed basis utilizing developer fees.

2. Budgetary Matters

Due to budgetary constraints and the recent flexibility associated with categorical funds, the District has decided to abandon Grades K-3 "Class Size Reduction Program or the secondary "Morgan Hart Class Size Reduction Act" and the State mathematics class size reduction program. These programs stipulated a 20:1 student ratio. As a result of these decisions, school capacities have increased for both elementary and secondary schools that were involved in these programs.

The Academy for Change's lease expires at the end of the 2009/10 fiscal year. Since the budget crisis has affected the District's ability to rent facilities, the program will need to be moved elsewhere within the constraints of the Education Code.

3. **Projected Student Station Needs**

<u>Grade Level</u>	<u>2009/10 Enrollment (End of First School Month)</u>	<u>2010/11 Projected Enrollment</u>	<u>2009/10 School Capacities</u>	<u>Housed/ (Unhoused) Students</u>
TOTAL ELEMENTARY	6,039	6,088	7,889	1,801
TOTAL JUNIOR HIGH	1,888	1,818	3,091	1,273
9-12	3,902	3,881	4,502	621
Fair View High School	<u>261</u>	<u>252</u>	<u>234</u>	<u>(18)</u>
TOTAL SENIOR HIGH	4,163	4,133	4,736	603
Independent Study	125	146	N/A	N/A
Loma Vista (on site)	20	21	N/A	N/A
Academy for Change	<u>89</u>	<u>88</u>	<u>89</u>	<u>1</u>
TOTAL ALTERNATIVE PROGRAMS	234	255	89	1
GRAND TOTALS	12,324	12,294	15,904	3,678

2010/11 STUDENT HOUSING PLAN

ELEMENTARY SCHOOLS

The Grades K-6 student housing needs will be met for the 2010/11 school year in existing facilities.

The Committee will also continue to monitor the increasing development surrounding specific neighborhoods and its impact on housing at the elementary school sites. As neighborhood enrollment grows, the District must decide whether to add a portable classroom(s) or modify attendance boundaries to accommodate impacted sites.

JUNIOR HIGH SCHOOLS

The Grades 7-8 student housing needs will be met for the 2010/11 school year in existing facilities.

HIGH SCHOOLS

The Grades 9-12 student housing needs will be met for the 2010/11 school year in existing facilities.

ALTERNATIVE PROGRAMS

1. **Special Education**

The special education housing needs will be met for the 2010/11. Expansion of the autism program can be accommodated with District facilities.

Based on previous Board approval, two additional specialized classrooms will be constructed on the Loma Vista campus for the severely autistic program. It is anticipated that these classrooms will be ready for occupancy for the 2011/12 school year.

2. **Academy for Change**

The Academy for Change program will need to be housed in alternate facilities.

3. **Inspire School of Arts and Sciences**

a. Short-Range Needs

Inspire School of Arts and Sciences housing needs will be met for 2010/11 in facilities on a secondary campus.

b. Long-Range Needs

The long-range plan for Inspire School of Arts and Sciences is to maximize enrollment at the Grades 9-12 level and, perhaps, add a K-8 component. The school will emphasize curriculum that focuses on the arts and sciences. Therefore, the long-term facility needs for this school will include science labs and performance spaces in addition to traditional school offerings.

CONCLUSION

The housing needs of Chico Unified School District elementary, junior high, high school and alternative program students can be adequately met for the 2010/11 school year with the following recommendations:

- Expand the autism program utilizing one existing classroom at Chico Junior High School and one existing classroom at Chapman Elementary School
- Move the Academy for Change to the Fair View High School campus. It is anticipated that between four to eight portable classrooms will be needed to make this move depending on the programmatic needs that are being developed by the principal. These classrooms will need to be moved from existing campuses or purchased via developer fees.
- House the Inspire School for Arts and Science on a secondary campus until alternative facilities can be developed on another site which may better accommodate the needs of the charter school.

RECOMMENDATION

That staff be directed to:

1. Purchase or move between four to eight portable classrooms to accommodate the move of the Academy for Change to the Fair View High School campus.

2. Identify an alternate site for location of Inspire School of the Arts and Sciences.
3. Begin working toward providing facilities for Inspire School for Arts and Science on the alternate campus.

PROPOSED AGENDA ITEM: Appointment of Governing Board Nominee to Personnel Commission

Prepared by: Bob Feaster, Assistant Superintendent, Human Resources

- ☐ Consent
☐ Information Only
☒ Discussion/Action

Board Date: January 6, 2010

Background Information:

Chico Unified School District is a Merit System District. This requires a Personnel Commission which in our District consists of three (3) members. One member is appointed by the District, one is appointed by the Chapter and one is a neutral who is agreed upon by the other two members. The current District appointee to the Personnel Commission is Gloria Bevers. Her term expires on December 1, 2009. Ms. Bevers is interested in remaining on the Personnel Commission as the District's representative for another three (3) year term. She has been an active, positive and productive member of the commission throughout her tenure on the commission. She was first appointed in December 2002 to complete a one (1) year vacancy. She was reappointed in December 2003 and again in December 2006.

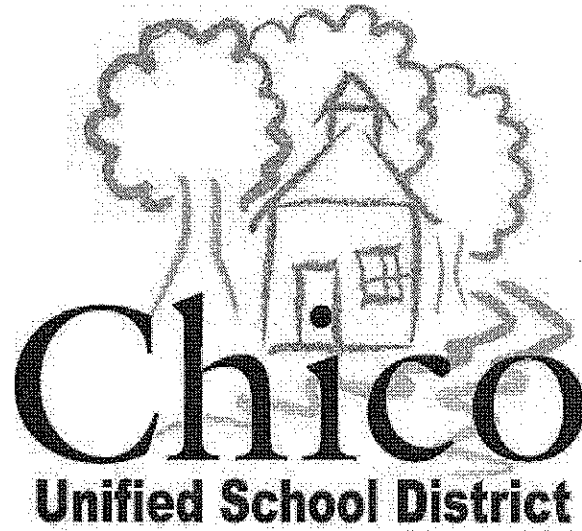
At its meeting on December 2, 2009 the Board announced Ms. Bevers as its intended appointee to the Personnel Commission. Education Code 45246(b) requires that at a Board meeting at least 30 days later the public, employees and employee organizations will have the opportunity to express their views on the qualifications of the person recommended for appointment.

Educational Implications:

Having a fully functioning and complete Personnel Commission will maintain the flow of decisions regarding issues such as eligibility lists and other issues related to the employment of classified staff.

Fiscal Implications:

None



CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Governance Handbook

Adopted January 6, 2010



CHICO UNIFIED SCHOOL DISTRICT

Governance Handbook

Adopted January 6, 2010

Board of Trustees

Jann Reed, President
Rick Rees, Vice President
Andrea Lerner Thompson, Clerk
Elizabeth Griffin, Member
Kathleen E. Kaiser, Member

Superintendent

Kelly Staley

This handbook reflects the governance team's work on creation of a framework for effective governance. This involves ongoing discussions about unity of purpose, roles, commitment to norms and coming to agreement on protocols/formal structures that will enable the governance team to perform its responsibilities in a way that best benefits all children.

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CUSD BOARD OF EDUCATION PROFESSIONAL GOVERNANCE STANDARDS

1. Keep the district focused on learning and achievement for all students.

- Recognize that children come to school with diverse educational needs.
- Base decisions on the district's vision, student needs, research, empirical data and a balance of community expectations, legal constraints and resources.
- Ensure that the district has established academic standards and regularly measures growth in achievement for all students.
- Ensure that the district provides opportunities for all students to succeed.

2. Communicate a common vision.

- Develop and adopt a written statement of the district vision and other direction-setting documents using collaborative processes that involve the staff and community.
- Ensure that procedures are in place to periodically review the district vision and other direction-setting documents.
- Demonstrate commitment to the vision and goals by regularly communicating them to staff and the community.
- Exhibit behaviors and make decisions that support achievement of the district vision.
- Keep current on trends and emerging needs in education in order to proactively participate in renewing or reviewing the district's direction and policies.
- Uphold board decisions.

3. Operate openly, with trust and integrity.

- Conduct district business in a fair, respectful and responsible manner.
- Consider the concerns and interests of the staff and community.
- Encourage thorough debate, seek to engage in dialogue for clarification and withhold judgment until all perspectives are heard.
- Ensure that all members of the Board have the same information—no secrets or surprises among members of the governance team.
- Clearly communicate decisions to all those who are affected by them.
- Keep confidential information confidential.

CUSD BOARD OF EDUCATION PROFESSIONAL GOVERNANCE STANDARDS (Cont'd)

- 4. Govern in a dignified and professional manner, treating everyone with civility and respect.**
 - Treat the community, parents, students, staff and Superintendent with dignity and respect.
 - Listen openly and respectfully to each other, to members of the community, parents, students, staff and the Superintendent.
 - Welcome open discussion of different points of view.
 - Demonstrate ability to disagree on issues and still maintain trust, respect and dignity.
 - Work together to build consensus for decisions.
- 5. Govern within board-adopted policies and procedures.**
 - Have a policy development, approval and update process in place that is understood and followed.
 - Understand the distinctions between the role of the Board and that of the Superintendent and staff and do not become involved in the day-to-day operations of the district.
 - Have agreed-upon norms and protocols to carry out Board responsibilities.
- 6. Take collective responsibility for the Board's performance.**
 - Assume collective responsibility for Board conduct, behavior and conflict management.
 - Function as a governance team with the Superintendent.
 - Demonstrate a commitment to continually improving governance efforts.
 - Take responsibility for the orientation of all new members.
- 7. Periodically evaluate its own effectiveness.**
 - Have procedures in place for regular, on-going self-evaluation.
 - Ensure meeting agendas provide for a sound order of business and facilitate maximum focus on matters related to student achievement.
 - Have norms and protocols in place to ensure that individual Board members do not get involved in the day-to-day management of the district.
- 8. Ensure opportunities for the diverse range of views in the community to inform Board deliberations.**
 - Ensure board policy enables parents, staff and the public to participate in district discussions, school programs and activities in meaningful ways.
 - Consider the concerns and interests of all segments of the community in deliberations.

CUSD MISSION STATEMENT

The mission of the Chico Unified School District, a partnership of students, staff, families and community, is to ensure all students achieve high levels of academic and personal success, contribute to their community and confidently compete in a changing global society by engaging in quality educational programs that address diverse student needs and promote learning throughout life.

UNITY OF PURPOSE

Unity of Purpose is a common vision, overarching goals, and the values and beliefs governance team members share about children, the district and public education that help them transcend their individual differences to fulfill a greater purpose.

CUSD GOVERNANCE TEAM UNITY OF PURPOSE

- *We will provide high quality educational opportunities for all students.*
- *We will build trust and confidence with our community, our staff and our students.*
- *We will function as an effective team.*
- *We will understand our collective responsibilities to our heritage, current challenges and community values.*
- *We will be a team with a common vision and act as a catalyst for the focused efforts of employees and the community.*
- *We will be partners with the staff in carrying out the mission of CUSD.*
- *We will oversee the continuous development of quality programs, staff and facilities.*
- *We will perpetuate a legacy of positive culture.*
- *We will support our staff as they endeavor to enhance the lives of our students.*

GOVERNANCE ROLE AND RESPONSIBILITIES

Citizen oversight of local government is the cornerstone of democracy in the United States. The role of the trustees who sit on locally elected school Boards is to ensure school districts are responsive to the values, beliefs and priorities of their communities. Boards fulfill this role by performing five major responsibilities: setting direction; establishing an effective and efficient structure; providing support; ensuring accountability; and providing community leadership as advocates for children, the school district and public schools.

These five responsibilities represent core functions that are so fundamental to a school system's accountability to the public that they can only be performed by an elected governing body. Authority is granted to the Board as a whole, not each member individually. Therefore, Board members fulfill these responsibilities by working together as a governance team with the Superintendent to make decisions that will best serve all the students in the community.

The Board carries out these responsibilities in each of the following job areas:

Setting the District's Direction
Student Learning and Achievement
Finance
Facilities
Human Resources
Policy
Judicial Review
Collective Bargaining
Community Relations and Advocacy

The Superintendent assists the Board in carrying out its responsibilities in each of the job areas, and leads the staff toward the accomplishment of the agreed upon district vision and goals. The following page provides more detail on how the Board performs its governance responsibilities in each job area. It is important to remember that Boards who inadvertently get involved in staff functions undercut their ability to hold the Superintendent accountable for the results of those efforts.

PERFORMING GOVERNANCE RESPONSIBILITIES

We agree with the responsibilities of school Boards as described below by the California School Boards Association:

Set the direction for the community's schools

- Focus on student learning
- Assess needs/obtain baseline data
- Generate, review or revise setting direction documents (beliefs, vision, priorities, strategic goals, success indicators)
- Ensure an appropriate inclusive process is used
- Ensure these documents are the driving force for all district efforts

Establish an effective and efficient structure for the school district

- Employ and work with the Superintendent in support of an effective Governance team
- Establish a human resources framework that includes policies for hiring and evaluating other personnel
- Oversee the development of and adopt policies
- Set a direction for and adopt the curriculum and require data-producing assessment systems
- Establish budget priorities, adopt the budget and oversee facilities issues
- Provide direction for and vote to accept collective bargaining agreements

Provide support through our behavior and actions

- Act with professional demeanor that models the district's beliefs and vision
- Make decisions and provide resources that support mutually agreed upon priorities and goals
- Uphold Board-approved district policies and support staff implementation of Board direction
- Ensure a positive working climate exists for the governance team
- Be knowledgeable enough about district efforts to explain them to the public

Ensure accountability to the public

- Evaluate the Superintendent
- Monitor, review and revise policies
- Serve as a judicial and appeals body
- Monitor student achievement and program effectiveness and require program changes as indicated
- Monitor and adjust district finances and periodically review facilities issues
- Monitor the collective bargaining process

Act as community leaders

- Communicate clear information about district priorities, goals, policies, programs and fiscal condition of the district
- Engage and involve the community in district schools and activities
- Educate the community and the media about the issues facing students, the district and public education
- Advocate for children, district programs and public education to the general public, key community members and local, state and national leaders

POSITIVE GOVERNANCE TEAM CULTURE

Culture is the positive or negative atmosphere created by the way people in an organization treat each other. Teams have unwritten (implicit) or written (explicit) agreements about how they will behave with each other and others. These behavioral ground rules, often called norms, enable teams to build and maintain a positive culture or shift a negative one.

Because the community elects school Board members to set and monitor the direction of the school district, and the district Superintendent translates all efforts into action, it is vital that the Board and Superintendent have a respectful and productive working relationship based on trust and open communications.

CUSD GOVERNANCE NORMS

We agree to

- *focus on students' best interest*
- *respect each other's opinions*
- *listen "actively" to each member's ideas*
- *value each member's point of view*
- *be open to new ideas*
- *exhibit positive body language*
- *not interrupt, nor monopolize*
- *encourage everyone to verbalize*
- *disagree agreeably*
- *recognize the positive*
- *be willing to compromise*
- *focus on process, not personalities*
- *act by building on the thought of a fellow governance team member*
- *commit time necessary to govern effectively*
- *commit to open communication, honesty, no surprises*
- *maintain confidentiality*

STRUCTURES AND PROCESSES TO SUPPORT EFFECTIVE GOVERNANCE

Effective governance teams discuss and agree on the formal structures and processes used by the trustees and the Superintendent in their functioning as a team (e.g., processes or structures for agenda setting, set-up of Board room and table, agenda structure, handling complaints or concerns from the community, bringing up a new idea); how governance teams operate, and how they do business. These agreements about how groups will operate are often called protocols.

CUSD BOARD OF EDUCATION PROTOCOLS

The following protocols were developed to support and promote the effectiveness of our governance team.

Issue	Protocol
Self-monitoring of governance team effectiveness	<ul style="list-style-type: none"> We will schedule a workshop every winter to review governance team agreements and processes by reviewing the Governance Handbook.

Issue	Protocol
Voting no	<ul style="list-style-type: none"> Each trustee respects the right of other trustees to vote "no" on an issue. Everyone agrees it is a courtesy to the team to explain the reasons for the "no" vote either during deliberation or before casting the vote.

Issue	Protocol
Visiting schools	<ul style="list-style-type: none"> Visits are encouraged. As a professional courtesy, trustees will call the principal ahead of time to arrange the visit. Trustees will also be cautious about encroaching on the learning environment. To assist in this matter, the Superintendent will ensure principals and teachers know that a teacher does not need to interrupt his/her lesson when a Board member visits a classroom.

CUSD BOARD OF EDUCATION PROTOCOLS (Cont'd)

Issue	Protocol
Handling concerns from the public and staff	<ul style="list-style-type: none"> • When someone brings a concern to the Board, we will listen carefully, remembering we are only hearing one side of the story, and then we will direct that person to the person in the district most appropriate and able to help them resolve their concern. • We will make sure they understand the appropriate order of whom to contact (i.e., teacher, then principal, then district staff) and are aware of any formal forms or policies that might assist them (e.g., written complaint form). • This will ensure everyone is treated fairly, equally and expeditiously and that the processes and procedures of the district are upheld. • It will also clarify that one Board member has no individual authority to fix a problem. • As a representative of the public, it is important the Board member invite the person with the complaint to ultimately get back to him/her if there was a failure in the process.

Issue	Protocol
Individual Board member requests for information	<ul style="list-style-type: none"> • When an individual Board member requests information pertaining to an agenda item, it will be provided to all Board members. • An individual Board member will – insofar as possible – work to let the Superintendent and staff know ahead of time when a request for information will be made in public so the staff can be prepared to provide a thorough answer. • Individual Board members will self-monitor to ensure one person's request for information does not divert an inappropriate amount of time from staff efforts to achieve district goals.

Issue	Protocol
Individual Board member requests for action	<ul style="list-style-type: none"> • The only authority to direct action rests with the full Board sitting at the Board table. • A majority vote sets such direction. • Individuals may request an item for a future agenda by explaining their interest in a particular course of action and working to get a Board majority to support moving in that direction. • When a majority of the Board, sitting in a formal meeting, requests action, it should be done in the context of the intended results. It is the duty of CUSD staff to determine the methods used to achieve those results.

CUSD BOARD OF EDUCATION PROTOCOLS (Cont'd)

Issue	Protocol
Board meeting management	<ul style="list-style-type: none"> • We understand that Board meetings are meetings of the Board held in public, not open forum town hall meetings. • We will keep this in mind as we conduct our meetings, allowing the public to provide input at the time allotted to ensure the multiple voices of the community inform Board deliberations. • However, when the Board deliberates, it will be a time for the Board to listen and learn from each other, taking the public input into consideration, not a time to re-engage with the public. • We will consistently abide by our formal processes relating to this issue so that all persons are treated fairly and equally. • We will review our policies, bylaws and protocols relating to Board meeting management (e.g., time limits on input from members of the public), revising or reaffirming them as appropriate.

Issue	Protocol
Email	<ul style="list-style-type: none"> • We will use email carefully to insure that we do not violate the Brown Act which prohibits Board members from exchanging facts to <ul style="list-style-type: none"> - Develop collective concurrence - Advance or clarify an issue - Facilitate agreement or compromise - Advance ultimate resolution • We recognize that by using Reply All <ul style="list-style-type: none"> - Easily makes email part of the deliberative process - Creates a public record - Inhibits opportunity for any other two Board members to have a conversation on a topic <p>Board members will be aware of and follow District policy as it pertains to electronic communication</p>

CUSD BOARD OF EDUCATION PROTOCOLS (Cont'd)

Issue	Protocol
Role and Responsibilities of the Board President	<p>Our Beliefs: <i>We have an obligation to set an example of good government in action for our community. We will model dignified problem solving for our community and our children. The Board President works with the Superintendent to ensure Board meeting effectiveness. We intend that our Board meetings proceed professionally, efficiently and effectively and that district staff will have the opportunity to provide necessary background materials and information to the Board in a respectful environment. Each Board member must have the opportunity to express his or her viewpoint during Board deliberation. Everyone in attendance at Board meetings will be treated with dignity and respect. The Board president has a facilitation role relative to Board meetings, and acts as spokesperson for the Board. S/he has no more authority than any other Board member outside of Board meetings.</i></p> <p>Our Agreement: The role of the Board president is to:</p> <ul style="list-style-type: none"> • chair meetings, • work with the Superintendent as necessary to help ensure Board members have the necessary information and materials to make wise decisions, • make sure that pending agenda items are addressed appropriately, • confer with the Superintendent before meetings to prepare, as necessary for the upcoming meeting, • model the tone and behavior the Board wishes to convey to the community. <p>As meeting chair, the Board president will:</p> <ul style="list-style-type: none"> • open and preside over meetings, • introduce agenda items, providing some background information as appropriate, different from background information that is provided by staff (e.g., <i>"This is an item we have had on our agendas four times in the last three months. We have given it a great deal of consideration and appreciate all of the input we have received from the public and the information staff has provided on the issue. Tonight we will receive additional public input, deliberate further and hope to make a final decision."</i>), • call on speakers, • not make a motion him or herself, but ensure that there is one made at an appropriate time during deliberation, • make sure all Board members have a chance to share in deliberation, • work to facilitate effective deliberation, • interpret and clarify for understanding to ensure that all Board members have an accurate understanding as the deliberation proceeds, • wait until all other Board members who wish to speak on an issue have done so before adding his or her own comments, • call for a vote restating the motion, • clarify and authenticate all action, order and procedures of the Board, • adjourn meetings, • remind the governance team and audience members of any meeting guidelines and Professional Governance Standards the Board has adopted, as necessary, • work with the Superintendent to make sure there is appropriate follow-up and clarification of possible options for the Board following the Board meeting, • serve as the spokesperson for the Board – always bearing in mind the direction and commitment of the Board given during Board meetings.

CUSD BOARD OF EDUCATION PROTOCOLS (Cont'd)

Issue	Protocol
Designated Spokesperson(s)	<p>Our Beliefs: <i>It is essential that important information be communicated to members of the Board, the staff and the community in as timely a fashion as possible. Board Members and the Superintendent have an obligation to communicate clearly about district issues to the staff and community. We recognize that some situations have legal or other considerations that may place restrictions on what may be told to the media or public. Confidential issues must remain confidential. It is important that the Board speak with clarity and consistency regarding Board actions in order to maintain the trust of our community.</i></p> <p>Our Agreement: In most cases, everyone is comfortable having the press contact any Board member. However, occasionally an issue requires there be one chief spokesperson. Who fills this role may vary from year to year and from issue to issue.</p> <p>The designated spokesperson will vary depending on the issue or situation:</p> <ul style="list-style-type: none"> • Crisis: The Superintendent will be the primary spokesperson and may involve the Board president at his/her discretion. • Meeting Information (e.g., Board meetings, agenda items, study sessions): The Board President and the Superintendent will serve as primary spokespersons. • Core Values / Vision / District Priorities / General District Information: All governance team members may serve as spokespersons. • During the Annual Governance Workshop in the winter the governance team will discuss which team members are going to be networking with which community groups and organizations. • If a Board member is invited to speak to a community group or organization, s/he will make sure other Board members know about the invitation and will request updated district information as appropriate.

CHICO UNIFIED SCHOOL DISTRICT GOVERNANCE TEAM

AGREEMENTS TO FACILITATE GOVERNANCE LEADERSHIP

A major difference between groups and teams is that teams have clear agreements (norms that identify expectations for behavior, and protocols that describe how the team will operate) set by the team's members. Once developed, these norms and protocols shape how team members behave with each other and how they perform their responsibilities.

Group expectations help a group work together to not only address difficult issues in an objective and consistent way, but also to confirm what each member will do in the normal course of business to help the team succeed.

- CSBA

CUSD Governance Team Norms and Protocols

The Board of Education for the Chico Unified School District is entrusted by the community to uphold the Constitutions of California and the United States, to protect the public interest in schools, and to ensure that a high quality education is provided to each student.

To effectively meet district challenges, the Board and Superintendent must function together as a governance leadership team. Agreed upon behaviors (or norms) and operating procedures (or protocols) support consistent behaviors and actions among team members.

The purpose of the CUSD governance team agreements is to ensure a positive and productive working relationship among Board members, the Superintendent, district staff, students, and the community. The protocols were developed for and by the members of the governance team, and may be modified over time as needed.

We have reviewed and agree to follow the aforementioned governance team norms and protocols in order to support a positive and productive working relationship among the Chico Unified School District Board of Education, staff, students and the community. We shall renew this agreement at the Annual Governance Workshop of the CUSD Board of Education held in January.

Affirmed on this January 6, 2010

Jann Reed, Board President

Rick Rees, Vice President

Andrea Lerner Thompson, Clerk

Kathleen E. Kaiser, Member

Elizabeth Griffin, Member

Kelly Staley, Superintendent