

**CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION**

**Special Session**

**Wednesday, June 30, 2010**

**5:00 p.m. Closed Session; 6:00 p.m. Open Session**

**Pleasant Valley High School/Center for the Arts**

**1475 East Avenue, Chico 95926**

**AGENDA**

**5:00pm**

**1. CALL TO ORDER**

**2. CLOSED SESSION**

**1. Public Employee Discipline/Dismissal/Release**

Per Government Code §54957

Two Cases

**2. Public Employee Discipline/Dismissal/Release**

Per Government Code §44943

The Board will decide whether to proceed with the dismissal of one certificated employee

**3. Public Employment: Terms of Contract**

Per Government Code §54957

Title: Superintendent

Title: Assistant Superintendent, Business Services

Title: Assistant Superintendent, Human Resources

**4. Update on Labor Negotiations**

Employee Organizations:

Representatives:

CUTA

CSEA, Chapter #110

Kelly Staley, Superintendent

Bob Feaster, Assistant Superintendent

Jan Combes, Assistant Superintendent

**6:00pm**

**3. RECONVENE TO REGULAR SESSION**

1. Call to Order

2. Report Action Taken in Closed Session

**6:05pm**

**4. CONSENT CALENDAR**

**1. EDUCATIONAL SERVICES**

1. Consider Approval of the Consultant Agreement with Boys and Girls Club of the North Valley to provide enrichment and recreation activities for FVHS youth

2. Consider Approval of the Consultant Agreement with Clark Consulting and Training, Inc. to provide professional development and program implementation support to select Chapman staff

3. Consider Approval of Consolidated Application for Funding Categorical Aide Programs (Con App) for 2010-11

**2. BUSINESS SERVICES**

1. Consider Approval of Medi-Cal Administrative Activities (MAA) Claiming Agreement with Glenn County Office of Education (GCOE)

2. Consider Approval of Measure A Phase III Committee Recommendations on Architectural Pool & Project Assignments

**3. HUMAN RESOURCES**

1. Consider Approval of Certificated Human Resources Actions

**5. DISCUSSION/ACTION CALENDAR**

- 6:10pm 1. BUSINESS SERVICES
1. Information: CUSD Center for the Arts Tour and Workshop (Michael Weissenborn)  
(90 minutes)
- 7:40pm 2. HUMAN RESOURCES
1. Discussion/Action: Public Disclosure of AB 1200 Document and Approval of a  
Tentative Agreement between CUSD and CSEA, Chapter 110 (Jan Combes and Bob  
Feaster) (30 minutes)

8:10pm 6. **ADJOURNMENT**

Jann Reed, President  
Board of Education  
Chico Unified School District

Posted: 06/24/10  
: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 (Regular and Special Board Meetings)**

The Board shall give members of the public an opportunity to address the Board either before or during the Board's consideration of each item of business to be discussed at regular or special meetings.

- Speakers will identify themselves and will direct their comments to the Board.
- Each speaker will be allowed five (5) minutes to address the Board.
- In case of numerous requests to address the same item, the Board may select representatives to speak on each side of the item.

#### **PUBLIC PARTICIPATON FOR ITEMS NOT ON THE AGENDA (Regular Board Meetings only)**

The Board shall not take action or enter into discussion or dialog on any matter that is not on the meeting agenda, except as allowed by law. (Government Code 54954.2) Items brought forth at this part of the meeting may be referred to the Superintendent or designee or the Board may take the item under advisement. The matter may be placed on the agenda of a subsequent meeting for discussion or action by the Board.

- Public comments for items not on the agenda will be limited to one hour in duration.
- Initially, each general topic will be limited to 3 speakers.
- Speakers will identify themselves and will direct their comments to the Chair.
- Each speaker will be given five (5) minutes to address the Board.
- Once 2 speakers have shared a similar viewpoint, the Chair will ask for a differing viewpoint. If no other viewpoint is represented then a 3<sup>rd</sup> 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](http://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.chiocusd.org](http://www.chiocusd.org).

PROPOSED AGENDA ITEM: Boys & Girls Club Consultant Agreement

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☒ Consent

Board Date June 30, 2010

☐ Information Only

☐ Discussion/Action

**Background Information**

The Boys & Girls Club of the North Valley, Chico Teen Center operates youth development programs and activities. The Boys & Girls Club of the North Valley will provide staff services and programs for up to 20 Fair View youth in the Leaders in Training program, five days per week from 2:15-4:45.

**Educational Implications**

The programs and services provided by the Boys and Girls Club of the North Valley will provide the following:

- Leadership development and mentoring
- Career development and job readiness
- Skill building and goal setting
- Peer resistance and resiliency building
- Service Learning

**Fiscal Implications**

There is no impact to the general fund.

Mandatory Instructions  
(click to view)

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

Business Services Use Only

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

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

### 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 the North Valley  
Street Address/POB: 601 Wall Street  
City, State, Zip Code: Chico, CA 95928  
Phone: (530) 899-0335  
Taxpayer ID/SSN: 68-0294846

This agreement will be in effect from: 08/11/10 to 05/26/11

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

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

To provide academic, enrichment and recreation activities as part of the 21 Century after school program for Fair View High School. The intent is to serve up to 20 "identified" students on a daily basis at \$6.37 per day per student for 180 days.

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

Increase student achievement in reading, language arts and mathematics.  
Provide a safe and healthy environment conducive to learning.

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

- 1) 21st Century Community Learning Center Program  
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	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)

\$ 2,293.20 Per Unit, times 10.00 # Units = \$ 22,932.00 Total for Services  
(Unit: ☐ Per Hour ☐ Per Day ☒ Per Activity)

9. Additional Expenses:

\*To be paid in 10 equal monthly payments.

\$  
\$  
\$

Total for  
Addit'l Expenses  
0.00

\$ 22,932.00 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: \_\_\_\_\_

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](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)

Rashell Brobst

(Print Name)

(Date)

6/22/2010

**12. RECOMMENDED:**

(Signature of Originating Administrator)

Janet Brinson, Director

(Print Name)

(Date)

6/22/10

**13. APPROVED:**

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

Dave Scott, Director

(Print Name)

(Date)

**APPROVED:**

(Signature of District Admin.-Business Services)



Consultant



Contract Employee

Scott Jones Director, Fiscal Services

(Print Name)

(Date)

6/24/10

**14. Authorization for Payment:**

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



Partial Payment thru:

(Date)



Full or Final Payment

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



Send to Site Administrator:

(Date check required)



Mail to Consultant

\$

(Amount)

(Originating Administrator Signature – Use Blue Ink)

(Date)

**PROPOSED AGENDA ITEM: Clark Consulting and Training**

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☒ ConsentBoard Date June 30, 2010☐ Information Only☐ Discussion/Action**Background Information**

Clark Consulting and Training will provide two on-site consultants for a three week intensive summer institute for English language learners and staff at Chapman Elementary. The consultants will provide daily monitoring and coaching for teaching staff as well as weekly 2 hour professional development sessions for the teaching staff. An additional two days of professional development will be provided to the teaching staff prior to the start of the ELD Institute. A third consultant will provide the initial professional development to staff, monitor program implementation and provide pre and post assessment data for staff and students. The program will run from July 15<sup>th</sup> through August 6, 2010.

**Educational Implications**

- To accelerate the English language learning and literacy development of English learners through the provision of innovative methodology in the field of foreign language teaching.
- To develop and support a cadre of teachers in the school to increase their English language teaching knowledge and skills in ways that bridge to the regular instructional program.
- To gather relevant quantitative and qualitative data that substantiates the use of high-intensity language teaching methods for accelerating language development and academic literacy.

**Fiscal Implications**

There is no impact to the general fund.

Mandatory Instructions  
(click to view)

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

4.1.2.  
Page 2 of 3

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: Clark Consulting and Training, Inc.  
Street Address/POB: 772 Omaha Avenue Suite C  
City, State, Zip Code: Clovis, CA 93619  
Phone: (599) 299-5855  
Taxpayer ID/SSN: 95-4663756

This agreement will be in effect from: 07/15/10 to 08/15/10

Location(s) of Services: (site) Chapman Elementary School

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

To provide professional development and program implementation support to select Chapman staff for a Summer Intensive ELD Program for Chapman English Language Learners.

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

To accelerate the English language learning and literacy development of English learners.  
To develop and support a cadre of teachers to increase their English language teaching knowledge and skills.  
To gather relevant data that substantiates the use of high-intensity language teaching methodologies.

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

- 1) School Improvement Grant  
2)  
3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	3180	0	1110	1000	5800	14	120
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)

\$ 26,000.00 Per Unit, times 1.00 # Units = \$ 26,000.00 Total for Services

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

9. Additional Expenses:

\$		Total for
\$		Addit'l Expenses
\$	0.00	
\$	26,000.00	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: \_\_\_\_\_

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](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)

Kevin Clark

(Print Name)

(Date)

**12. RECOMMENDED:**

(Signature of Originating Administrator)

Janet Brinson, Director

(Print Name)

(Date)

**13. APPROVED:**(Signature of District Administrator, or  
Director of Categorical Programs)

David Scott, Director

(Print Name)

(Date)

APPROVED:

(Signature of District Admin.-Business Services)



Consultant



Contract Employee

Scott Jones, Director, Fiscal Services

(Print Name)

(Date)

**14. Authorization for Payment:****CHECK REQUIRED (Invoice to accompany payment request):**

Partial Payment thru:

(Date)



Full or Final Payment

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

Send to Site Administrator:

(Date check required)



Mail to Consultant

\$

(Amount)

(Originating Administrator Signature - Use Blue Ink)

(Date)

PROPOSED AGENDA ITEM: Consolidated Application for Funding

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☒ Consent

Board Date June 30, 2010

☐ Information Only

☐ Discussion/Action

**Background Information**

The Consolidated Application for Funding Categorical Aid Programs (Con App) for 2010-11 primarily contains information related to entitlements, allocations, and numbers of participants in specified programs. The Con App includes both state and federal funding sources. Program entitlements are determined by formulas contained in the laws that created the programs. Out of each state and federal program entitlement, districts allocate funds for indirect costs of administration, for programs operated by the district office, and for programs operated at schools.

**Educational Implications**

The entitlements and allocations funded through the Con App are used to supplement core curricular activities that support student learning in such areas as reading, math, school safety and violence prevention, and support for English Learners.

**Fiscal Implications**

No impact on the general fund. All expenditures of categorical program funds must be described and budgeted in each school's *Single Plan for Student Achievement*. These plans must be presented to and be approved by the *School Site Council*.

PROPOSED AGENDA ITEM: Medi-Cal Administrative Activities (MAA) Claiming  
Agreement with Glenn County Office of Education (GCOE)

Prepared by: Jan Combes, Assistant Superintendent, Business Services  
Dave Scott, Director of Pupil Personnel Services

☒ Consent

Board Date June 30, 2010

☐ Information

☐ Discussion/Action

**Background Information:**

The district participates in the Medi-Cal Administrative Activities (MAA) claiming process. This is a federal program that reimburses participating school agencies for a percentage of their overhead costs that are attributable to serving Medi-Cal eligible students.

The state of California is divided up into nine regional entities called "local educational consortium" or LEC. Our LEC is the Glenn County Office of Education (GCOE). Each LEC has entered into a contract with the California Department of Health Care Services (DHCS), which is the entity that, in turn submits reimbursement invoices to the federal government.

Our three year agreement with GCOE to provide administrative support for the MAA program is up for renewal.

**Discussion:**

GCOE provides an annual training regarding program guidelines and how to complete the quarterly time surveys. The time surveys are documents that are in fact collected by the Butte County Office of Education in a secondary agreement. Butte County collects the time surveys along with other district information, such as our quarterly payroll data and our student eligibility data, and then prepares the invoices and submits them to GCOE.

**Financial Implications**

Glenn County proposes to assess a 1% Participation Fee for our part of the consortium and a 2% Administrative Fee, for a total cost of 3%. The 3% is the same amount charged under the previous agreement. These dollars are deducted from the amount due us by Glenn County before they transfer the income to us. MAA payments from the federal government generally lag two years or more behind the claiming year. Currently payments from the 2009-10 claiming year remain outstanding.

**Recommendation:**

Approve agreement with GCOE for the period of July 1, 2010 through June 30, 2013 as presented.



GLENN COUNTY  
Office of Education

**Arturo Barrera**

Superintendent

**Board of Education**

Catherine Hanes  
Elk Creek Area

Gail Zimmerman  
Hamilton Area

Judith Holzapfel  
Orland Area

Kathy Perez  
Princeton Area

Eugene Massa  
Willows Area

**Programs**

Administrative Services  
Adult Education  
Business Services  
Child & Family Services  
Curriculum & Instruction  
Facilities  
Human Resources  
MAA

Regional Occupational Programs  
Senior Nutrition  
Student Services  
Technology  
William Finch Charter School

**Glenn County Office of  
Education**

**Willows Office**  
311 S. Villa Avenue  
Willows, CA 95988  
530-934-6575  
Fax 530-934-6576

**Glenn County Learning  
Center-North**

P.O. Box 428  
607 E. Tehama St.  
Orland, CA 95963  
530-865-1683  
Fax 530-865-1688

**Glenn County Learning  
Center-South**

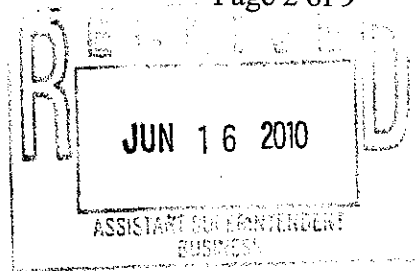
451 S. Villa Avenue  
Willows, CA 95988  
530-934-6320  
Fax 530-934-6325

**Glenn County Office of  
Education**

**Orland Office**  
P.O. Box 817  
676 E. Walker Street  
Orland, CA 95963  
530-865-1267  
Fax 530-865-1276

4.2.1.

Page 2 of 9



June 10, 2010

LEA Claiming Unit, Region II:

Enclosed you will find your Standard Medi-Cal Administrative Activities Claiming Agreement dated July 1, 2010 and effective through June 30, 2013.

Please review the agreement, and complete the following sections:

Page 6, Section 8: Verify LEA Name and Address

Page 7, Section 10: Date of Board Approval

Page 7, Signature: Please sign in **blue ink**.

**Please return the original document to our office, signed in blue ink**, and we will have our Superintendent sign it. A copy will then be forwarded back to you to be placed in your Audit Binder, section 7.

Please contact our office at 530-934-6575 x3032 if you have any questions regarding your contract.

Sincerely,

***Margaret Parisio***

MAA Invoice/Business Trainer  
(530) 934-6575 ext. 3032

**MEDI-CAL ADMINISTRATIVE ACTIVITIES CLAIMING AGREEMENT**

**Glenn County Office of Education**

**311 S. Villa Ave.**

**Willows, CA 95988**

This Medi-Cal Administrative Activities Claiming Agreement ("**Agreement**"), dated July 1, 2010 ("**Effective Date**"), is entered into by and between **Chico Unified School District** (hereinafter referred to as "local educational agency" or "**LEA**"), having an address at 1163 E. 7<sup>th</sup> St., Chico, CA 95928, and **GLENN COUNTY OFFICE OF EDUCATION** (hereinafter referred to as "local educational consortium" or "**LEC**").

**RECITALS**

- A. LEC has entered into that certain Agreement (Contract # 10-87002) with the California Department of Health Care Services ("**DHCS**") for Administrative Services Related to Medi-Cal Administrative Activities, dated July 1, 2010, and effective through June 30, 2013.
- B. Pursuant to the DHCS Contract, LEC has agreed to act as the administrative agency for matters on behalf of the local educational agencies claiming reimbursement of federal monies for Medi-Cal Administrative Activities ("**MAA**") services in accordance with Section 14132.47 of the California Welfare & Institutions Code ("**WI Code**").
- C. LEC and LEA desire to enter into an agreement memorializing the respective obligations of the parties in connection with the submission of the Medi-Cal invoices to the DHCS for reimbursement from the Federal government ("**MAA Claim**").

NOW, THEREFORE, in consideration of the foregoing Recitals, and the terms and conditions contained herein, the parties hereby agree as follows:

## OPERATIVE PROVISIONS

### 1. SCOPE OF WORK

- A. Services Provided by LEC. LEC agrees to provide the following services to LEA:
- (1) Review Medi-Cal program guidelines to insure LEA's ability to participate in and receive reimbursement for MAA Claims.
  - (2) Conduct one (1) training session per year for LEA staff regarding completion of time survey forms ("**Time Survey Training**").
  - (3) Gather and review all Time Surveys to insure accuracy and completion in compliance with program requirements.
  - (4) Conduct one (1) training session per year for LEA staff regarding the completion of MAA Claims ("**MAA Claims Training**").
  - (5) Draft grid for operational plan.
  - (6) Review Medi-Cal program operational plan to insure LEA compliance with program requirements.
  - (7) Review MAA Claims prepared by LEA and submit the MAA Claims to DHCS for reimbursement.
  - (8) Prepare and deliver the initial audit file to LEA by the end of the first quarter.
  - (9) In the event of any inconsistencies in the Time Surveys or MAA Claims, LEC will assist LEA in reconciling such documentation prior to submission of the MAA Claim to DHCS.
  - (10) Deliver to LEA the Medi-Cal percentage ("**Tape Match**") prepared from data submitted by LEA by no later than December 31st, and July 31st of the then current school year in which the Tape Match was prepared.
  - (11) Upon receipt of the reimbursement for MAA Claims from DHCS, deliver the reimbursement payment to LEA, less the assessment due LEC set forth in Section 3 below.
- B. Actions to be Taken by LEA. LEA agrees to perform the following activities:
- (1) Identify and deliver to LEC the names of LEA participants and activities for which LEA will seek reimbursement through MAA Claims at least one week prior to the Time Survey Training.

- (2) Appoint a contact person to coordinate all LEA's MAA Claims activities with LEC.
- (3) Arrange for staff to attend Time Survey Training and oversee the timely completion of Time Surveys by staff.
- (4) Process Time Survey results for inclusion in MAA Claims prior to the Submittal Date for the MAA Claim.
- (5) Deliver to LEC the student eligibility criteria for the Medi-Cal reimbursement no later than January 31st and June 15th of the then current school year, to enable LEC to prepare the Tape Match.
- (6) Arrange for staff to attend MAA Claims Training and oversee the timely completion of MAA Claims
- (7) Coordinate with LEC to review, maintain, and update audit files in compliance with program requirements and applicable law.
- (8) Prepare and deliver to LEC no more than one (1) MAA Claim in any quarter for reimbursement by DHCS no later than the Submittal Date identified in Section 2 Schedule.
- (9) In the event of any inconsistencies in the Time Surveys or MAA Claims, LEA shall assist LEC in reconciling such documentation, as needed.
- (10) Maintain records in support of program requirements and operational plan.

## **2. TERM; SCHEDULE; RENEWAL**

- A. Term. The term of this Agreement shall commence upon the Effective Date, July 1, 2010 and expire on June 30, 2013 ("**Term**"). In no event shall the Term exceed the term of the DHCS Contract.
- B. Renewal. This Agreement shall automatically renew for additional periods, subject to the renewal of the DHCS Contract, unless either party provides written notice of cancellation to the other party not less than thirty (30) days prior to the expiration of the then-current Term
- C. Delivery of Time Surveys. During the Term, LEA shall deliver to LEC at least one week prior to the next time survey period; as such date is determined by DHCS, the completed Time Surveys for the prior quarter ("**Time Survey Submittal Date**").

- D. Delivery of MAA Claim. During the Term, (i) LEA shall deliver to LEC, on or before the date set forth in the third column below (“**MAA Claim Submittal Date**”), LEA’s MAA Claim for the preceding quarter and (ii) LEC shall deliver to DHCS for reimbursement, on a quarterly basis, LEA’s MAA Claim for the preceding quarter, in accordance with the following schedule:

QUARTER	DATES	DATE CLAIM MUST BE SUBMITTED TO LEC	DATE CLAIM MUST BE SUBMITTED TO DHCS
1 <sup>st</sup>	July 1 through September 30	November 15 <sup>th</sup> of the following year	December 31 <sup>st</sup> (15 months after end of quarter)
2 <sup>nd</sup>	October 1 through December 31	February 15 <sup>th</sup> of the following year	March 31 <sup>st</sup> (15 months after end of quarter)
3 <sup>rd</sup>	January 1 through March 31	May 15 <sup>th</sup> of the following year	June 30 <sup>th</sup> (15 months after end of quarter)
4 <sup>th</sup>	April 1 through June 30	August 15 <sup>th</sup> of the following year	September 30 <sup>th</sup> (15 months after end of quarter)

LEA acknowledges and agrees that failure of LEA to deliver any or all of its quarterly MAA Claims to LEC by the date set forth in the schedule above, may result in the LEA not receiving reimbursement from the DHCS for the MAA Claim(s) not timely submitted. LEA shall hold LEC harmless in the event LEA fails to timely deliver any or all of LEA’s MAA Claims to LEC.

### 3. ASSESSMENT

- A. LEA shall pay to LEC, on a quarterly basis, the following amounts, which amounts shall be deducted by LEC from the reimbursement amount paid by DHCS to LEA:



- (1) a DHCS Participation Fee equal to one percent (1%) of the amount reimbursed by DHCS pursuant to each MAA Claim approved by DHCS; and
- (2) an Administrative Fee equal to two percent (2%) of the amount reimbursed by DHCS pursuant to each MAA Claim approved by DHCS.

#### **4. CONFIDENTIALITY OF DATA**

The parties agree to comply with all applicable state and federal laws and regulations pertaining to the confidentiality of pupil and medical records (including, but not limited to, the Health Insurance Portability and Accountability Act (HIPPA), and the Family Educational Rights and Privacy Act (FERPA)).

#### **5. DELIVERY OF DATA TO LEC**

LEA agrees that no later than the Time Survey Submittal Date or the MAA Claim Submittal Date identified in Section 2 above, LEA shall deliver to LEC the Time Surveys and MAA Claims containing, to the best knowledge of LEA, accurate and complete data. LEA shall hold LEC harmless from any delays in processing of failure of the LEA to obtain a reimbursement from DHCS resulting from (i) LEA's failure to deliver the Time Surveys or MAA Claims to LEC by the respective Submittal Date, or (ii) LEA's submission of inaccurate or incomplete data to LEC.

#### **6. LIMITATION OF LIABILITY**

LEA shall hold LEC harmless and LEC shall not be in default based on any delays or failure in performance or non-performance under this Agreement resulting from LEA's failure to timely provide accurate and complete information in compliance with program requirements on or before the appropriate Submittal Date, or for any other cause beyond the reasonable control of LEC. In the event LEC fails to timely deliver an MAA Claim to DHCS, and LEA's MAA Claim is denied reimbursement on that basis, then LEC's liability to LEA shall be limited to the total amount of compensation that LEC would have received for the submission of that quarter's MAA Claim, pursuant to Section 2 of this Agreement. LEC shall not be liable for any indirect, consequential, or incidental damages arising out of DHCS's failure to approve a MAA Claim.

#### **7. HOLD HARMLESS AND MUTUAL INDEMNIFICATION**

LEC and LEA shall each defend, indemnify, and hold the other party, its officials, officers, employees, consultants, subcontractors, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, to the extent arising out of or incident to any negligent acts, omissions, or willful misconduct of the indemnifying party or its officials, officers,

employees, consultants, subcontractors, volunteers, and agents arising out of or in connection with the performance of this Agreement, including without limitation, the payment of consequential damages and attorneys fees and other related costs and expenses.

## 8. NOTICES

All notices, authorizations, and requests made in connection with this Agreement shall be deemed given (i) five (5) days after being deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (ii) one (1) day after being sent by overnight courier, charges prepaid; and addressed as set forth below or to such other address as either party may designate upon thirty (30) days' written notice to the other party.

**LEC:** Glenn County Office of Education  
311 S. Villa Ave.  
Willows, CA 95988  
Telephone: 530-934-6575 ext. 3125

**LEA:** Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Telephone: \_\_\_\_\_

## 9. MISCELLANEOUS

- A. Entire Agreement. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.
- B. Successors and Assigns. This Agreement shall be binding upon and insure to the benefit of the successors, assigns and legal representatives of the respective parties hereto. Each party agrees that there are no third party beneficiaries to this Agreement except to the extent provided herein.
- C. Assignment. LEC may, upon thirty (30) days' prior written notice to LEA, assign this Agreement to any successor agency to the DHCS Contract. LEA may not assign, transfer, or convey this Agreement, in whole or in part, without the prior written consent of LEC, except in the event of a change in ownership of LEA.

- D. Severability. In the event that any term or provision of this Agreement is held to be illegal, invalid or unenforceable under the laws, regulations or ordinances of the Federal, state or local government (including Medicare/Medicaid regulations), such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain in full force and effect.
- E. Governing Law and Venue. This Agreement shall be governed by the laws of the State of California and venue shall be in the County of Sacramento.
- F. Descriptive Headings. The descriptive headings in this Agreement are for convenience and reference only and in no way affect or alter the intent or effect of this Agreement.
- G. Modifications. This Agreement may be amended or modified only by an agreement in writing signed by the both parties' duly authorized representatives.

#### 10. LEA GOVERNING BOARD AUTHORIZATION

LEA affirms that this Agreement has been approved by the Governing Board of the LEA at its meeting of \_\_\_\_\_ and that the individual signing on behalf of the LEA below is authorized by the Governing Board to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have this Agreement as of the dates set forth below.

**LEC:**

**GLENN COUNTY OFFICE OF  
EDUCATION**

By: \_\_\_\_\_

Name: Arturo Barrera

Title: Superintendent of Schools

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

**LEA:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**TITLE: Measure A Phase III – Committee Recommendations on  
Architectural Pool & Project Assignments**

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

June 30, 2010

Prepared by: Michael Weissenborn, Facilities Planner/Construction Manager

**Background information**

On March 3, 2010, the Board of Education directed staff to issue a Request for Qualifications (RFQ) in order to develop a pool of qualified architectural firms to design board identified projects per the approved working list of Measure A, Phase III projects. Facilities issued the RFQ on March 18, 2010. The objective of the RFQ was identified as the selection of four qualified architectural firms.

A selection committee was established to evaluate the Statements of Qualifications (SOQ's) in response to the RFQ. This committee is comprised of the following individuals: Jim Hanlon-Principal CHS, Kathleen Kaiser-BOE Member, Eric Nilsson-Principal Inspire, Rick Rees-BOE Member, John Shepherd-Principal PVHS, and Mike Weissenborn-Facilities Planner/Construction Manager.

Twenty-six impressive SOQ's were received on April 8, 2010. On May 6, 2010 the committee met to discuss and evaluate each firm in order to develop a "short list" of firms to move on to the interview stage of the selection process. Seven firms were selected to be interviewed, they were: Darden Architects, DLR Group, Rainforth Grau Architects, Stafford King Wiese Architects, Thomson & Hendricks Architects, NTD and Nichols, Melburg & Rosetto Architects and Engineers.

The selection interviews were held on June 14, 2010. The committee's recommendations were presented at the June 16, 2010 Board meeting for information.

**Educational Implications**

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

**Fiscal Implications**

Projects identified by the Board of Education will be funded with Measure A Bond funds. The use of these funds may facilitate leverage to gain additional funding from the State of California.

**Recommendation**

It is recommended that the Board of Education accept the architectural pool participants recommended by the committee, paired with the specific projects as listed below, and grant staff the authority to enter into the conceptual design phase for identified projects.

***Nichols Melburg & Rosetto Architects*** – Pleasant Valley High School Classroom Building and Stadium Bleacher Solution

- This firm is recommended in part because of the current successful working relationship with the District and campus staff as well as the opportunity to capitalize on their knowledge of the campus.

***NTD Architects*** – Housing Inspire School of the Arts and Sciences

- This firm is recommended in part because of their community planning focus and prior experience with the Chico Area Recreation District. Additionally, they have recent relevant experience with successfully creating a facility for the Napa New Technology High School on an elementary school campus adjacent to a community park.

***Stafford King Wiese Architects*** – Chico High School Field House/Lincoln Hall

- This firm employs an architect by the name of Alan Chambers. Alan has significant prior experience with the District and has accumulated knowledge of all CUSD school sites.

***Thomson & Hendricks Architects*** – no project assigned at this time

- This firm is recommended to provide services on as yet unassigned Measure A projects. Thomson and Hendricks is a local firm and is our current District Architect.

CHICO UNIFIED SCHOOL DISTRICT  
1163 EAST SEVENTH STREET  
CHICO, CALIFORNIA 95928

4.3.1.  
Page 1 of 1

June 30, 2010

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

Name/Employee #	Assignment	Effective	Comment
<b><u>Part-Time Leave Request(s) 2010/11</u></b>			
Barrett, Elizabeth	Elementary	2010/11	0.1 FTE Personal Leave (STRS Reduced Workload Program)
Malnar, Peggy	Elementary	2010/11	0.2 FTE Personal Leave (STRS Reduced Workload Program) (in addition to 0.2 FTE previously approved)
Parker, Julie	School Nurse	2010/11	0.1 FTE Personal Leave
<b><u>Rescission of Part-Time Leave Requests</u></b>			
Koch, Lynn	School Nurse	2010/11	Rescind 0.2 FTE Request for Leave (approved at 3/24/10 Board meeting)

**TITLE: CUSD Center for the Arts Workshop**

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

June 30, 2010

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

**Background information**

Phase 1 of the 1998 Measure A Bond focused on the design and construction of the Center for the Arts on the Pleasant Valley High School campus. The vision for this exciting new facility is that it will be an asset for the entire School District and the Chico Community to enjoy. The building is nearing completion and will be available for use this fall. While the construction is completed, the procedures for the ongoing operation of the facility still need to be established.

**Educational Implications**

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

**Fiscal Implications**

None at this time

**Additional Information**

The workshop will include a tour of the facility and discussion regarding; 1) Maximizing the use of the facility for the benefit of the students, 2) Protecting and maintaining the facility, and 3) Eliminating any impact on the general fund.

**Chico Unified School District  
Center for the Arts**

**What is it and what is next - or - build it and they will come.**

**A. What is it? - Tour facility (30 minutes)**

**B. What is next? – Discussion ( 1 hour)**

**Maximize the use of the facility for the benefit of the students:**

Establishing an economically sustainable operational program should be done with the perspective that this facility has been built to meet the needs of the students throughout the District and throughout the community. The Center for the Arts includes teaching stations which play a critical role on the Pleasant Valley High School campus. These roles must be blended with use by the community and other opportunities.

**Protect and maintain the facility:**

We are proposing a set of operating procedures covering the use of the Center for the Arts. The best examples have been culled from successfully operating similar facilities throughout the nation. This document is a work in progress and includes the addition of two key roles, a Theater Operations Manager and a Technical Director.

**Eliminate any impact on the general fund:**

A key assumption in developing an economically sustainable operation at the Center for the Arts is that the Center will be capable of developing enough income to offset all operational costs of the facility and develop a reserve to replace consumable items.





**Draft**

# *Center for the Arts*

## **Booking Packet & Application for Use**

**June 2010**

***DRAFT***



## *Center for the Arts*

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## Center for the Arts

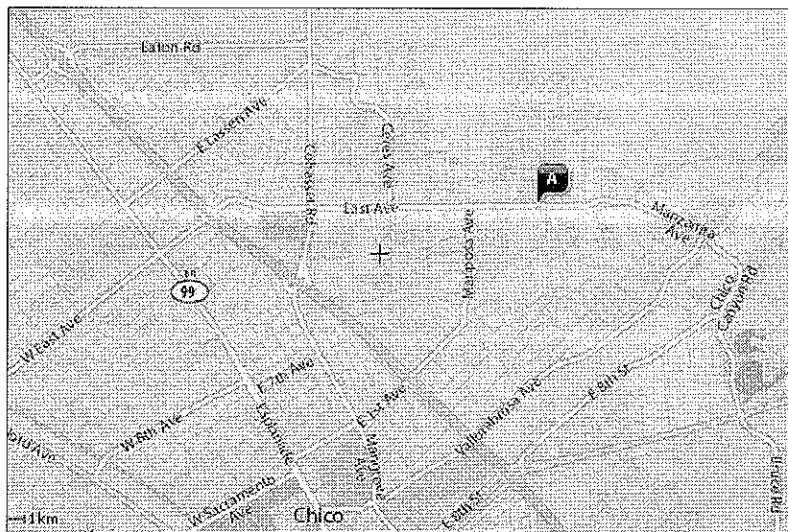
### GENERAL OVERVIEW

Thank you for your interest in the CUSD Center for the Arts. Please find the booking packet and application enclosed.

The Chico Unified School District (CUSD) Center for the Arts is a multi-use complex comprised of a theater, lobby and box office.

The theater seats 495 people and is fully ADA (American Disability Act) compliant. It features an orchestra pit that seats 20 or it can be covered for an extended stage area. The complex also includes a lobby area with a box office and outdoor patio area. The backstage area consists of a green room, storage mezzanine, dressing/makeup rooms and accessible restrooms.

The CUSD Center for the Arts is located at the Pleasant Valley High School campus at 1475 East Avenue, Chico, California.



### USE OF CENTER FOR THE ARTS

The CUSD Center for the Arts is an asset for the entire School District and the Chico Community to utilize. Per the School Board policy 1330: *"The Governing Board recognizes that District facilities are community resources whose primary purpose is to be used for school programs and activities. The Board authorizes the use of school facilities by community groups for purposes provided for in the Civic Center Act when such use does not interfere with school activities and is subject to District policies and regulations."*

Any persons applying for the use of the Center for the Arts on behalf of any society, group, or organization shall present written authorization from the group or organization to make the application.

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## **BOOKING PROCESS AND REQUIREMENTS**

### **APPLICATIONS**

Applications are located on the district website and may be downloaded at  
*<http://www.chicousd.org>*

The Maintenance & Operations Department is responsible for approving/denying applications for use of the Center for the Arts. The Maintenance & Operations Department will verify the availability of the Center for the Arts for the date(s) requested, approve or deny the application, schedule the event and forward the approved application to the applicant. Along with the approved application, the Maintenance & Operations Department will provide the applicant with a confirmation of services and expected charges. Appeal of denied applications may be made in writing to the Superintendent or his/her designee within 30 days of the receipt of use denial.

**PLEASE NOTE:** All events are subject to immediate cancellation if it is discovered that information given on an application is misrepresented. If the use of the facility is discovered to be contrary to any policies, rules and regulations of the Board, the event is subject to immediate cancellation. The Board and its agents are to be held harmless of any expenses or losses incurred by the sponsoring organization due to such cessation.

### **RESERVATIONS**

Reservations and applications for use of the Center for the Arts are processed through the Maintenance & Operations Department at:

2455 Carmichael Drive  
Chico, CA 95928  
Phone (530) 891-3095  
Fax (530) 891-3190

The Center for the Arts may be reserved according to the following schedule and event priorities:

*For the 2010/2011 school year, Priority Reservation/Applications will be accepted for the Center for the Arts during these dates:*

CUSD Secondary Performing Arts	August 1-13, 2010
CUSD Secondary Schools at large	August 16-31, 2010
CUSD District at large	September 1-14, 2010
Community events	September 15-30, 2010

#### **Beginning with the 2011/2012 School year**

CUSD Secondary Performing Arts	May 1-15 of preceding school year
CUSD Secondary Schools at large	May 15-31 of preceding school year
CUSD District at large events	June 1-15 of preceding school year
Community events	June 15-30 of preceding school year

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If multiple requests are received during the Priority Reservation/Application period for a specific date, a random lottery will be held. All applicants will be notified of the status of their application within one week of the application period closing. Applications will also be accepted throughout the year for dates not taken during the Priority Reservation/Application period.

Annual re-occurring reservations will not be accepted at this time.

The Center for the Arts **will not be reserved** until an application, insurance certificate with endorsement page and deposit are received by Maintenance & Operations Department.

(\*Note: Certificates of Insurance must be on file at the Maintenance & Operations Office, 10 days prior to the event).

### **APPLICATION FEE**

A non-refundable application fee of \$25 will be assessed for each application.

### **DEPOSIT**

A security deposit equivalent to 50% of the total facility charge, which will be estimated by the Maintenance & Operations Department, is required. This deposit will serve to hold the reservation and will be applied to the balance due on the final invoice. The entire fee may be required with the contract at the discretion of the District.

### **CANCELLATIONS/RESCHEDULING**

An applicant can reschedule **more than 90 days** prior to the reserved date with a \$100.00 postponement fee. Cancellation or rescheduling **less than 90 days** from the reserved date is considered a **cancellation** and a charge of 25% of the total facility fee will be retained by CUSD.

### **PARKING**

User Organizations must abide by all campus parking/traffic requirements including, but not limited to, passenger and equipment loading/unloading regulations, and observance of authorized parking locations. There are 444 parking spaces in the Pleasant Valley High School parking lot with American Disability Act (ADA) compliant spaces available. User Organizations must understand that parking for events at the CFA may be in competition with other campus activities including the gymnasium, tennis courts, football field or other sports fields. User Organizations do not have exclusive use of the parking lot and may need to utilize side streets to accommodate parking for events. Payment of parking citations or towing fees is the sole responsibility of the user organization and their guests.

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## GROUP CATEGORIES

Group	Examples
<b>Group A</b> District/School Activities	School Performance School Events District Events/Meetings
<b>Group B</b> Activities (non-fundraising) oriented towards community youth that are sponsored by non-profit organizations that are directly affiliated with the school/district.	Auxiliary Organizations (e.g. PTSA, Booster Clubs) Recognized School Clubs
<b>Group C</b> Other community activities sponsored by recognized non- profit organizations or public agencies.	Tax Supported Educational Institutions Community Non-Profit Organizations Church Services Fundraising Activities
<b>Group D</b> Activities and events that are sponsored by for-profit organizations.	Community businesses

## Fee Schedule

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## **RULES REGARDING USE OF THE CENTER FOR THE ARTS (CFA)**

1. The facility is owned and operated by the Chico Unified School District (CUSD). The school facilities shall not be used for non-school purposes any time which will interfere with the curricular or co-curricular programs of the school. Access to the facility may not begin before 4:00 pm Monday through Friday, when school is in session.
2. No outside organizations will be allowed to perform during school hours without the written permission of the school site and the Maintenance & Operations Department.
3. The Center for the Arts Theater Operations Manager, or Technical Director must be on site during all uses.
4. All technicians must be certified and approved by the CUSD Theater Operations Manager or Technical Director. A CUSD certified technician or technicians must be present whenever the sound, lighting or rigging systems are being used.
  - a. Call times for technicians will be made for a time suitably prior to a rehearsal/performance to allow for set-up and preparation.
  - b. All labor charges will be for a two-hour minimum.
  - c. All staff will receive overtime pay for any time above 40 hours per week or 8 hours per day.
  - d. Unscheduled labor may not be available.
  - e. Extra charges may be assessed for custodial overtime, audio-lighting personnel, school district owned equipment and general crowd supervision as determined by the district.
5. Each group using the facility shall provide adult supervision to ensure proper and careful use of the facility. School District officials reserve the right to judge the apparent adequacy of such supervision and failure to provide such supervision will be grounds for immediate cancellation. Each group maintains exclusive responsibility for managing its employees, its agents, invitees or any other person during the rental agreement. This responsibility cannot be transferred to CUSD.
6. CUSD will provide a clean and unobstructed area for the event. It shall be the responsibility of the user organization to maintain and restore the area to such condition. If necessary, additional CUSD custodial or technical costs associated with maintaining and restoring the area will be billed to the group.
  - a. Any special technical requirements (including scenery load-ins, lighting plots, advance set-up etc.) will be at the cost of the user organization and prearranged in a timely fashion.
  - b. Any changes that have been made to the standard CFA house set-up must be restored at the cost of the user organization.
  - c. If the orchestra pit cover or choir shell is used for an event, the cost of removal and installation will be billed to the user organization.

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7. All applicants **must** meet with the Center for the Arts Theater Operations Manager or Technical Director at least two weeks prior to their event. At that time, all facility time, labor and equipment required for your event must be identified on the application for use agreement and will be finalized. Meeting last minute requests for additional time and labor may not be possible nor will the District guarantee that additional equipment will be available. Please check the Supplemental Equipment /Services Request form for options.
8. All staging, electric and sound plots must have prior approval by the Theater Operations Manager or Technical Director. Any setup deemed unsafe by the Theater Operations Manager or Technical Director shall be modified to the satisfaction of the District as determined by the Theater Operations Manager or Technical Director . The cost of any such modification shall be borne by the user organization.
9. All scenery, wagons, scenic shift items, and/or equipment (lighting, sound, special effects, etc.) must be approved by the Theater Operations Manager or Technical Director before they may be used in the facility. All scenery will arrive intact and ready for assembly during a prescheduled load-in. The user organization will be responsible for the strike and removal of all scenery items as well as the rental of necessary trash dumpster(s). All stage props must be completely fireproof.
10. No modification of the rigging system will be allowed. Any items to be flown or to otherwise utilize the rigging system must be approved in advance by the Theater Operations Manager or Technical Director . Absolutely no unsafe or questionable items will be hung or flown in the facility.
11. No removal, relocation or alteration of the stage curtains will be allowed. Requests regarding curtain hang changes must be made in advance to the Theater Operations Manager or Technical Director .
12. Any equipment required for a scheduled event other than equipment listed in the CFA inventory must first be requested in writing prior to the finalization meeting. In the event any equipment on the CFA inventory should become unavailable, the Theater Operations Manager or Technical Director will inform the user organization on a timely basis.
13. The user organization shall follow all applicable fire and life safety codes, including the use of flame resistant materials for scenic or design purposes..
14. The CFA lobby and all public exits shall remain free of obstructions and must conform to all applicable fire and life safety codes. For more information on these codes, contact the Chico Fire Department at (530) 897-3400. Any tables or displays placed in the lobby shall be approved by the Theater Operations Manager or Technical Director prior to set-up.
15. Any use of open flame or pyrotechnics is strictly prohibited. No helium balloons, candles, glitter or confetti are allowed in the facility under any circumstances. Smoke or chemical fog, hazers, etc must have prior approval from the Theater Operations Manager or Technical Director before use.

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16. The user organization shall not post signs or affix banners to the building without prior consent of the Maintenance & Operations Department .
17. No items may be attached or mounted to the physical structure without prior approval. No holes may be drilled or other modifications made.
18. Third party sponsors will not be allowed to distribute materials, place objects bearing sponsor's name or highlight their product or services without prior approval of the Theater Operations Manager or Technical Director. If contemplated, please submit sample materials in advance to the Theater Operations Manager or Technical Director.
19. Advance notice of intent to sell non-food items in the lobby must be made and approved by the Theater Operations Manager or Technical Director. There will be no outside vendors at performances without authorization from the Theater Operations Manager or Technical Director.
20. Parking for trucks or vans at the CFA loading zone is limited and must be coordinated prior to the event. No vehicle may stay in the loading zone unattended. Once the vehicle is loaded, it must move to the designated parking lot.
21. While it is the group's sole responsibility to establish safe sound levels, the final sound output of any recorded or live performance may be monitored by the Theater Operations Manager or Technical Director, who shall have the authority to adjust the levels, if required, during a performance or presentation. This includes any sound or AV equipment used in or around the CFA area.
22. Any broadcasts, telecasts, recordings, etc., require prior written consent of the Theater Operations Manager or Technical Director.
23. The user organization is responsible for all licensing rights for the performance and novelty sales.
24. It is the responsibility of the user organization to remove all equipment, scenery, costumes, etc. immediately following the said rental, clean the dressing rooms and check the hall to secure all property belonging to the user. Any items to be returned will be sent C.O.D.
25. Custodial services estimate will be provided to the applicant during the application process. A \$100 minimum custodial charge will be assessed.
26. The user organization is required to inform all of their participants of the CFA house rules, particularly concerning food, drink, tobacco and housekeeping. This includes but is not limited to, Production Company members, volunteers, parents and others observing rehearsals, and any other groups and/or individuals associated with or peripheral to the rehearsal and event.
27. No painting is allowed without prior approval of the Theater Operations Manager or Technical Director. Glitter and/or glitter-like materials are prohibited in the CFA.

**DRAFT**

28. Only local calls are permitted from CFA phones.
29. No one is allowed to operate any CFA equipment, unless previously approved by the Theater Operations Manager or Technical Director.
30. No one is allowed on the catwalks or in the sound or follow-spot booths without approval of the Theater Operations Manager or Technical Director.
31. Report any problems, including any loss or injury, in the CFA immediately to the Theater Operations Manager or Technical Director.
32. Only the school district may pay its employees for services rendered. The office of the CFA will, in turn, bill the user organization for all salaries and fringe benefit payments. At no time shall any salary be paid directly to the employee. The school district, or its representatives, will stipulate the number of school district employees that are to be on duty for each activity.
33. No costumes or makeup are allowed in the CFA house or seating areas without prior approval of the Theater Operations Manager or Technical Director. Any additional cleaning and/or custodial time made necessary by this or any other activity will be billed to the user organization.
34. All groups performing tap dance must provide a removable dance floor. Installation and removal of the floor must be performed by user group under the supervision of the CFA stage crew. Tap dancing (performance and/or rehearsal) will be permitted only on the installed dance floor. All tap shoes will be properly maintained and in good working order. Damage repair made necessary by the tap shoes in any other area of the facility will be at the cost of the user organization.
35. No animals are allowed on the premises except service animals.
35. All outside performance groups/organizations are required to supply proof of insurance, even if the event is arranged or hired by a CUSD entity. Verification will be required at final meeting.

#### **RULES REGARDING FRONT OF HOUSE**

1. The user organization will have the authority to determine when to open doors at their discretion.
2. Ushers are the responsibility of the user organization. Groups must provide a minimum of six ushers for each performance. Ushers are to be instructed to strictly enforce the ***"no food or beverages inside the lobby or theater"*** policy. A list of names must be provided to the CFA Theater Operations Manager or Technical Director at the finalization meeting. If you are unable to meet this requirement, ushers can be supplied by the District. See the Equipment/Services Request Sheet for details.
3. CUSD reserves the right to hire security for an event. All charges for security will be billed to the user organization.

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4. The posted seating capacity may not be exceeded in any circumstance (Fire Code).
5. Food and drink of any kind (including bottled water) is not permitted in the lobby, theater and on stage at any time.
6. If the event is during a holiday break or during a holiday time that is recognized by CUSD, there is an additional fee as well as the pay rate. Holiday rentals are at the discretion of the Theater Operations Manager or Technical Director.

**Failure to comply with any of these rules may result in the loss of future booking privileges.**

#### **INSURANCE REQUIREMENTS/LIABILITY**

1. Commercial General Liability on an occurrence form with a minimum limit of \$1,000,000 each occurrence/ \$2,000,000 general aggregate from an insurer with a financial rating of A7 or better. Liability deductible not to exceed \$2,500.
2. Additional Insured Provision: The Chico Unified School District, its elected or appointed officials, employees, agents and volunteers shall be named as additional insured under the general liability policy, by endorsement to the Certificate. A separate endorsement attached to the Certificate of Insurance evidencing the additional insured coverage is required.
3. Primary Insurance: Applicants insurance shall be primary insurance as respects to the Chico Unified School District, it's elected or appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Chico Unified School District, its elected or appointed officials, employees, agents and volunteers shall be excess and shall not contribute with it.

#### **CLEANING**

A custodial services estimate will be provided to the applicant during the application process. A **\$100.00 minimum** cleaning charge will be assessed.

Groups, organizations or persons using the Center for the Arts shall be liable for any property damages caused by the activity. The Board may charge the amount necessary to repair the damages and may deny the group further use of the Center for the Arts.

***DRAFT***



**Chico Unified School District**  
1163 East Seventh Street, Chico, CA 95928-5999  
(530) 891-3000

**Administrative  
Regulation:**

**#1330**

**Section: Community  
Relations**

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## **USE OF SCHOOL FACILITIES**

### **Application for Use of Facilities**

Any persons applying for the use of any school facility or grounds on behalf of any society, group, or organization shall present written authorization from the group or organization to make the application.

Persons or organizations applying for the use of school facilities or grounds shall submit a statement of information indicating that the organization upholds the state and federal constitutions and does not intend to use school premises to commit unlawful acts.

### **Application Process**

Any organization desiring to use a school/District facility must obtain an application packet which includes an "Application and Agreement for Use of School Facilities" form and be in receipt of "Regulations Regarding Use of Facilities." Upon completion of the application, send the request to the respective school/District site a minimum of fourteen (14) days prior to the proposed activity. Late applications may not be approved. The application must be complete, and individual dates must be provided. An agreement will be valid for a maximum of one fiscal year (July 1 through June 30).

The site administrator or designee will verify the availability of facilities for the date requested, approve or deny the application, will schedule the use of school facilities in a cost effective and energy efficient manner, and forward approved applications to the Maintenance/Operations Department. If a facility is to be used by an organization that does not pay an expense charge for the use of facilities, the facility will be reserved only when custodial staff is on duty during regularly scheduled hours. If a facility is reserved when a custodian is not on duty during regularly scheduled hours, the organization will be charged for custodial services at the designated hourly rate. Use of the kitchen facilities requires staff provided by Nutrition Services. Any charges for labor supplied by the Nutrition Services department will be estimated and billed separately by that department.

Applications will be processed during the regular hours of District operations. If approved, a completed copy of the application together with any special requirements shall be mailed to the applicant.

Organizations must apprise the Maintenance/Operations Department of any requested modifications or cancellations relative to the use of a facility a minimum of twenty-four (24) hours prior of the scheduled activity to avoid incurring applicable facility and custodial charges. An approved application may be revoked with reasonable notice when District facilities are needed for emergency purposes.

Permission to use District facilities shall neither be granted for a period exceeding one fiscal year, nor so often during any year as to afford any person or organization a real or implied monopoly.

### **Civic Center Use**

Subject to district policies and regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for the following purposes: (Education Code 32282, 38131)

1. Public, literary, scientific, recreational, educational, or public agency meetings
2. The discussion of matters of general or public interest
3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization
4. Child care programs to provide supervision and activities for children of preschool and elementary school age

Regulation Approved: EAC-2/28/08, 11/18/09; SAC-3/6/08, 11/19/09



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1163 East Seventh Street, Chico, CA 95928-5999  
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**Section:**

**Community  
Relations**

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5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies
6. Supervised recreational activities including, but not limited to, sports league activities that are arranged for and supervised by entities, including religious organizations or churches, and in which youths may participate regardless of religious belief or denomination
7. A community youth center
8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare
9. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization. A veterans' organization means the American Legion, Veterans of Foreign Wars, Disabled American Veterans, United Spanish War Veterans, Grand Army of the Republic, or other duly recognized organization of honorably discharged soldiers, sailors, or marines of the United States, or any of their territories.
10. Other purposes deemed appropriate by the Governing Board /

The District may grant the use of school facilities on those days on which the public school is closed.

#### **Restrictions**

School facilities or grounds shall not be used for any of the following activities:

1. Any use by an individual or group for the commission of any crime or any act prohibited by law
2. Any use which is inconsistent with the use of the school facility for school purposes or which interferes with the regular conduct of school or school work
3. Any use which involves the possession, consumption, or sale of alcoholic beverages or any restricted substances, including tobacco use

The district may exclude certain school facilities from non-school use for safety or security reasons.

#### **Damage and Liability**

Groups, organizations, or persons using school facilities or grounds shall be liable for any property damages caused by the activity. The Board may charge the amount necessary to repair the damages and may deny the group further use of school facilities or grounds.

Any group or organization using school facilities or grounds shall be liable for any injuries resulting from its negligence during the use of district facilities or grounds. The group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk.

Groups or organizations shall provide the district with evidence of insurance against claims arising out of the group's own negligence. Groups or organizations shall also be required to include the district as an additional insured on their liability policies for claims arising out of the negligence of the group.

As permitted, the Superintendent or designee may require a hold harmless agreement and indemnification when warranted by the type of activity or the specific facility being used.

Regulation Approved: EAC-2/28/08, 11/18/09; SAC-3/6/08, 11/19/09



**Chico Unified School District**  
1163 East Seventh Street, Chico, CA 95928-5999  
(530) 891-3000

Board Policy: #1330

Section: 1000 Community Relations

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## USE OF SCHOOL FACILITIES

The Board of Education recognizes that district facilities and grounds are a community resource and authorizes their use by community groups for purposes provided for in the Civic Center Act when such use does not interfere with school activities.

(cf. 6145.5 - Student Organizations and Equal Access)

All school-related activities shall be given priority in the use of facilities and grounds under the Civic Center Act. Thereafter, the use shall be on a first-come, first-served basis.

The Superintendent or designee shall maintain procedures and regulations for the use of school facilities and grounds that: (Education Code 38133)

1. aid, encourage and assist groups desiring to use school facilities for approved activities;
2. preserve order in school buildings and on school grounds and protect school facilities, designating a person to supervise this task, if necessary; and
3. ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of school work.

### Fees

The Board shall grant the use of school facilities or grounds without charge to school-related organizations whose activities are directly related to or for the benefit of district schools. Other groups requesting the use of school facilities under the Civic Center Act shall be charged at least direct costs.

Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the District's students. (Education Code 38134)

### Legal Reference:

#### EDUCATION CODE

10900-10914.5 Community recreation programs

38130-38138 Civic Center Act: use of school property for public purposes

#### BUSINESS AND PROFESSIONS CODE

25608 Alcoholic beverage on school premises

#### UNITED STATES CODE, TITLE 20

7905 Equal access to public school facilities

#### COURT DECISIONS

Good New Club v. Milford Central School, (2001) 533 U.S. 98

Lamb's Chapel v. Center Moriches Union Free School District, (1993) 508 U.S. 384

Cole v. Richardson, (1972) 405 U.S. 676

Connell v. Higgenbotham, (1971) 403 U.S. 207

ACLU of So. Calif. v. Board of Education of Los Angeles, (1961) 55 Cal. 2d 167

Ellis v. Board of Education, (1945) 27 Cal. 2d 322

#### ATTORNEY GENERAL OPINIONS

82 Ops. Cal. Atty. Gen. 90 (1999)

79 Ops. Cal. Atty. Gen. 248 (1996)

### Management Resources:

#### CDE LEGAL ADVISORIES

1101.89 School District Liability and "Hold Harmless" Agreements, LO: 4-89

Policy Adopted: November 7, 2007; October 29, 2008



*Center for the Arts*  
**Application for Theatre Use**

**Draft**

**Name of Organization:** \_\_\_\_\_

**Address:** \_\_\_\_\_

*Street Address*

*City*

*State*

*Zip*

**Billing Address (if different from above):**

*Street Address*

*City*

*State*

*Zip*

**Person Submitting Request:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Primary Contact (Event Coordinator):** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Type of Organization (Check one):**

\_\_\_\_\_ School or district organization *Account Code to Charge* \_\_\_\_\_

\_\_\_\_\_ Non-profit organization (with proof of non-profit status)

\_\_\_\_\_ Other organization

**Insurance Carrier** \_\_\_\_\_ (*CUSD Schools Exempt*)

**Event Schedule**

Date	Start/End Times	Set Up/Rehearsal/Performance?

**Description of Event:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**DRAFT**

**Draft**

Will admission or registration be charged or a donation requested? ☐ Yes ☐ No

**Audience Information:** Anticipated Audience Size \_\_\_\_\_

Event will be attended primarily by : ☐ CUSD Students, parents and staff  
☐ Community audience

**Equipment/Services information:** Please attach supplemental *Equipment/Services Request* form.

*The applicant agrees to abide by the rules, regulations and policies formulated by the Chico Unified School District regarding the use of its facility, agrees to pay expenses incurred and billed by the District, agrees to be responsible for careful and prudent use of the district facility, and to be responsible for any damages which may occur. The undersigned agrees to defend, indemnify and hold harmless the Chico Unified School District, its elected or appointed officials, employees, agents and volunteers, individually and collectively, from and against all costs, losses, claims, actions, and judgments arising from personal injuries, property damage or otherwise, regardless of cause, that may arise in anyway from or be alleged to be caused by the undersigned's use or occupancy of district facilities, furniture or equipment. The undersigned further agrees to provide a satisfactory certificate of insurance for liability coverages.*

*In the event any fault or neglect by CUSD or its failure to satisfy any obligations under the Use Agreement. The liability of CUSD shall be exclusively limited to the refund of any amounts paid by the user organization or due under the agreement.*

*Authorization for use of the school facilities shall not be considered as an endorsement of or approval of the activity, group, or organization nor the purpose they represent.*

*The undersigned states, that, to the best of his/her knowledge, the school property for use of which application is hereby made will not be used for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the government of the United States by force, violence or other unlawful means; The organization on whose behalf he/she is making application for use of school property, does not, to the best of his/her knowledge, advocate the overthrow of the government of the United States or of the State of California by force, violence or other unlawful means, and that, to the best of his/her knowledge, it is not a Communist action organization or Communist front organization required by law to be registered with the Attorney General of the United States. This statement is made under the penalties of perjury. (Education Code Section 38136)*

*The CUSD is an equal opportunity employer and does not discriminate on the basis of race, national origin, religion, age, sex, handicap, disability or other basis prohibited by applicable fair employment laws or regulations.*

*I have read and agree to abide by the rules and policies regarding use of the Chico Unified School District Center for the Arts and will be present for the entire event.*

**Event Coordinator:** \_\_\_\_\_

Signature

Date

**DRAFT**



PROPOSED AGENDA ITEM: **Public Disclosure of AB 1200 document and Approval of a tentative agreement between CUSD and CSEA, Chapter 110**

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

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☐ Consent

Board Date June 30, 2010

☐ Information

☒ Discussion/Action

**Background Information:**

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

**Discussion:**

On Friday, June 18, 2010 the District and CSEA Chapter 110 negotiations teams reached a tentative agreement regarding reductions in compensation beginning in the 2010-11 school year.

The agreement provides CSEA Chapter 110 with the same medical plan contribution as is afforded to CUTA and CUMA; it establishes a lower pay scale through the implementation of a new salary schedule for new hires; it restores the evening custodians to the elementary schools sites; it suspends the section of the contract that provides for an annual retirement incentive for four years; and it reduces the number of paid days for employees through the use of furlough days.

As an outcome of this agreement, CSEA Chapter 110 has agreed to withdraw two (2) Unfair Labor Practice Charges filed against the District, one that was relative to providing "Silver Plan" level of coverage for health benefits and the second that was filed when the school calendar for 2010-11 was adopted and resulted in the elimination of the Memorial Day Holiday as a paid day for employees who no longer were in working status on the day before the Holiday.

**Educational Implications:**

The agreement has little if any educational implications. The furlough days will be taken on non-student days in order to keep the those non-work days from impacting students.

**Financial Implications:**

Savings generated by this proposal are estimated to be \$1.7 million over a four year period representing 2.69% in 2010-11, 2.92% in 2011-12 and 3.12% in 2012-13. Additional savings of \$325,000 or about 2% will be in place for the 2013-14, the result of the suspension of the retirement incentive for 2012-13.

Both parties agree that this does not conclude negotiations for the 2010-11 school year and that further negotiations are needed with respect to the initial proposals and possible further reductions. The agreement also specifies that in the event that the District negotiates and/or implements reductions that are greater or less than the percentages with the Chico Unified Teachers Association, the District and CSEA Chapter 110 will return to the bargaining table to develop further reductions or reduce those agreed to here.

**Recommended Action:**

Approve the AB 1200 Disclosure of Savings as presented and approve the tentative agreement between the District and CSEA, Chapter 110 dated June 18, 2010.

**PUBLIC DISCLOSURE FORM**

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

**Chico Unified School District**

Bargaining/Represented Unit:

California School Employees Association Chapter #110

Certificated ☐

Classified ☒

The parties reached a tentative agreement regarding concessions for the 2010-11, 2011-12 and 2012-13 school years.

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

June 30, 2010

savings will continue in 2013-14, 2014-15 as we pay for the GH two years after the pool retires

A. Proposed Change in Compensation		Fiscal Impact of Proposed Agreement for Concessions		
		2010-11	2011-12	2012-13
Part A: Implement New Schedule	\$	(71,000)	\$ (108,000)	\$ (108,000)
Part B: Rebench H & W to Red Plan	\$	137,000	\$ 137,000	\$ 137,000
Part E: Suspend Golden Handshake	\$	-	\$ (325,000)	\$ (325,000)
Part F: Revise Work Year	\$	(177,000)	\$ (177,000)	\$ (209,000)
TOTAL DOLLARS CREDITED FOR SAVINGS -----	\$	(111,000)	\$ (473,000)	\$ (505,000)
PERCENTAGE CHANGE PER YEAR, TOTAL COMP----		2.69%	2.92%	3.12%
1 Salary Costs including Statutory Benefits of 24.13% (PERS/FICA/WC/UI etc)	\$ 17,332,104	\$ 17,084,104	\$ 17,047,104	\$ 17,015,104
2 Health and Welfare Plans (in addition Red Plan may increase be conceivably 9% a year; soft cap begins in 2012-13)	\$ 3,470,165	\$ 3,607,165	\$ 3,607,165	\$ 3,607,165
3 Golden Handshake will not be offered for 2009-10, 2010-11, 2011-12, and 2012-13; estimated annual savings	\$ -	\$ -	\$ (325,000)	\$ (325,000)
4 Total Compensation	\$ 20,802,269	\$ 20,691,269	\$ 20,329,269	\$ 20,297,269
Dollar Change		\$ (111,000)	\$ (473,000)	\$ (505,000)
Percentage Change		-0.69	-2.92	-3.12
B. Average Cost of Compensation per Employee				
5 Total Number of Represented Employees	480.28	480.28	480.28	480.28
6 Total Reduction in Compensation per year per FTE	\$43,313	(\$231)	(\$985)	(\$1,051)
C. Change to Fund Balance				
7 Ending Fund Balance Projected as of last budget report on June 16, 2010 (July 1 Adopted Budget for 2010-11)		\$8,524,083	(\$1,438,223)	(\$15,314,778)
8 Fund Balance Following Agreement		\$8,635,083	(\$965,223)	(\$14,809,778)
9 Savings each year for a total of \$1.4 M first three years; an additional \$325,000 for suspension of GH in Yr 4		\$111,000	\$473,000	\$505,000
10 Designated Funds (cash revolving fund, stores inventory, fair market value, and restricted designations)		\$2,996,179	\$2,480,709	\$2,050,966
11 Required 3% Reserve		\$2,998,381	\$3,031,056	\$3,076,124
12 Amount Above or (Below) required Reserve Level		\$2,640,523	(\$6,476,988)	(\$19,936,868)
D. What are the Terms of the Agreement?		See attached Tentative Agreement; scheduled for ratification by CSEA on June 29, 2010 and with CUSD Board June 30, 2010		
E. Source of Funding for Agreement:		N/A --- This Agreement is for Concessions from CSEA		

CSEA is also being credited with the GH savings since 2009-10 benefit was not offered

B/  
BP  
SS

**Tentative Agreement  
By and Between  
Chico Unified School District  
And the  
California School Employees Association and its Chico Chapter #110**

The parties agree that the Chico Unified School District budget projects a shortfall between revenue and expenditures. The shortfall is projected to grow in 2010-11 and 2011-12 as a result of the spending down of one-time funds, including American Recovery and Reinvestment Act Funds (ARRA).

The parties acknowledge that other employee groups have accepted the Red Plan as their plan for the years 2009-10, 2010-11 and 2011-12 with a "soft cap" sharing of the increase in cost beginning in 2012-13. The district contribution for health benefits for CSEA members is currently a subject of an Unfair Labor Practice charge filed by CSEA against CUSD (#SA-CE-2470-E). The Parties have a mutual interest in providing CSEA members with same level of coverage per FTE as other employee groups in the District.

With these issues in mind, the parties agree as follows:

**A. NEW HIRES**

Effective July 1, 2010, the salary schedule shall be restructured to include two new steps. All new hires into CSEA Chapter 110 will start a new Step 1 which will be 10% below the current Step 1. After one (1) year they will advance to a new Step 2 which will be 5% below the current Step 1. One (1) year later they will move to the current Step 1.

All current permanent Chapter members will advance in steps as is currently prescribed and will be unaffected by this modification. This salary schedule shall remain in effect, unless otherwise negotiated, Effective July 1, 2013, new Step 1 shall sunset. Effective July 1, 2014, new Step 2 shall sunset. (Estimated savings are \$71,000 in the first year of implementation and approximately \$108,000 per year beginning in the second year).

**B. HEALTH AND WELFARE BENEFITS**

The District shall provide CSEA members with the Red Plan as the basis for coverage of employees for the 2010-11 and 2011-12 school years. Commencing in the 2012-13 school year, any increase above the cost of the Red Plan in 2011-12 shall be paid 50% by District and 50% by the employee.

This change results in an increase cost of \$32 per FTE per month with an annual cost of \$137,000. Upon ratification of this agreement by both parties, Unfair Labor Practice Charge #SA-CE-2470-E is withdrawn with prejudice.

The following language shall replace Section 7.1 of the contract. Additional revisions are needed for Article 7 to align these changes with current language.

The maximum District contribution for a full time regular employee shall be the premium rate charged by the BSSP-JPA for the "Red Plan" in the 2010/11 and 2011/12 school years. Part-time employees shall receive a pro-rata contribution as is the current practice.

AL  
SS  
S.S.

CSEA, Chapter 110 and CUSD agree that Article 7 will not reopen, absent mutual consent, for negotiation until 2011-2012 to be applicable for the 2012-2013 contract year.

Beginning in the coverage year 2012-2013 and thereafter, any cost for the Red Plan in excess of the 2011-12 District contribution shall be paid 50% by the District and 50% by the unit member. The unit member's portion shall be paid through payroll deduction.

Should the Red Plan no longer be available, CSEA, Chapter 110 and the District agree to immediately negotiate the impact and effect of such changes to provide an agreed upon plan.

#### C. TEAM CLEANING

The District shall eliminate elementary team cleaning based on the following parameters:

- Current team cleaning crews will be reassigned to school sites beginning with the first week of the school calendar at the discretion of the District.
- On or about August 1, 2010 custodians currently working on team cleaning crews will be given the opportunity to submit their three (3) preferred school sites to return to, in order of preference. An attempt will be made to provide each elementary team cleaner with one of their three (3) choices. If there are sites that are not requested, the District will make the determination of assignment for those school sites, attempting to be as fair as possible.
- Effective July 1, 2010 night custodians will be available during their shift via Nextel, which will be provided by the District.
- Team cleaning may be needed during CUSD calendar breaks of one (1) week or more. As a result, all custodians (elementary and secondary) may be assigned to team cleaning crews during such breaks.
- On occasion custodians may be temporarily reassigned from their school site to participate in special events. These events include, but are not limited to, safety related issues, visiting dignitaries, or special cleaning projects that are not normally a part of the day-to-day events of a school site.

The parameters outlined above are not intended to make any changes to the current contractual agreement.

#### D. ARTICLE 14

The parties agree to develop mutually acceptable language to implement the following concepts for Article 14.

Review and amend to ensure:

- Notice to union (from current section 12.8 to 14.1.1)
- Notice of employee's right to representation
- Reasonable accommodation to CSEA representatives calendars to ensure presence at disciplinary meeting, conference, or hearing

BP  
BT  
SS

#### E. GOLDEN HANDSHAKE

The Golden Handshake provisions of Article 17 shall be suspended for 2009-10, 2010-11, 2011-12, and 2012-13 school years. This is estimated to provide annual savings of \$325,000 each year for a four (4) year period, unless revisited in negotiations as part of a restoration package. The Chapter acknowledges and agrees that it may not submit an Unfair Labor Practice Charge against the District on this topic during the period of suspension.

#### F. REDUCTION OF WORK YEAR

Those Chapter members whose work year ends on the same day that the student calendar ends will take two (2) unpaid furlough days during the 2010-11, 2011-12 and 2012-13 school years. They will be credited with one (1) day as the paid day lost with the change in the student calendar that put the Memorial Day holiday outside of their work year for the 2010-11 and 2011-12 school years. The other day will be one of the "non-student" days currently in the student calendar. Those are noted on the calendar as "elementary parent conference day" and "secondary student free day." The determination as to which of these days will be used will be based on the level (elementary or secondary) worked in by the employee, or as determined by the supervisor. Nothing in this agreement is intended to change Article 5.15.1, which defines that a holiday is not paid unless an employee is in paid status on the day immediately preceding or succeeding the holiday.

Upon ratification of this agreement by both parties, Unfair Labor Practice Charge #SA-CE-2524-E is withdrawn with prejudice.

These two days for this group of CSEA members will be credited with a savings of \$82,000 a year towards the fair share of needed reductions.

Chapter members whose work year does not end with the last student day will take the number of unpaid furlough days as identified below:

2010-11	3 days for a savings identified as \$95,000
2011-12	3 days for a savings identified as \$95,000
2012-13	4 days for a savings identified as \$127,000

Unless mutually agreed otherwise, one of these days shall be the Wednesday before Thanksgiving, except in a Leap Year, when it will be the Tuesday before Thanksgiving. The second day shall be the workday preceding the July 4<sup>th</sup> Holiday beginning with the 2011-12 school year. The remaining one (1) or two (2) days are to be determined by the employee with their supervisor's approval to be scheduled on a non-student day.

BB  
BP  
SS

This agreement results in a net reduction for CSEA, Chapter 110 members at large of approximately \$436,000 (2.69 %) in compensation for 2010-11, \$473,000 (2.92 %) in compensation for 2011-12 and \$505,000 (3.12 %) in compensation for 2012-13. The savings shall be credited to the Chapter's fair share of needed reductions in total compensation.

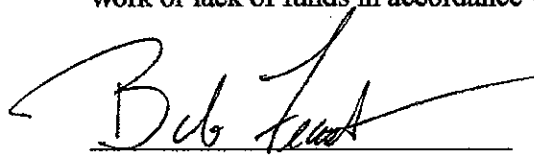
In the event that the District negotiates and/or implements reductions that are less than these percentages with Chico Unified Teachers Association (CUTA), the District and CSEA Chapter 110 will return to the bargaining table in good faith to reduce the scheduled reductions.

In the event that the District negotiates and/or implements reductions that are greater than these percentages with the Chico Unified Teachers Association (CUTA), the District and CSEA Chapter 110 will return to the bargaining table in good faith to negotiate position reductions, eliminations and additional reductions in compensation for CSEA Chapter 110 members at large.

This does NOT conclude negotiations for the 2010-11 school year. Further negotiations are needed with respect to both parties' initial proposals. Continuing negotiations will focus on budgetary issues including possible further reductions and the restoration of these reductions in future years.

This agreement resolves the issue of the elimination of the Senior Custodian positions for the 2010-11, 2011-12, and 2012-13 school years.

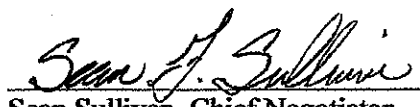
Nothing in this agreement precludes the District from engaging in layoffs for lack of work or lack of funds in accordance with law.



Bob Feaster  
Assistant Superintendent  
Chico Unified School District

6-18-10

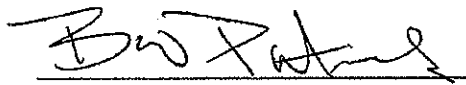
Date



Sean Sullivan, Chief Negotiator  
CSEA, Chapter 110

6-18-10

Date



Bev Patrick, Secretary  
CSEA, Chapter 110

6/18/2010

Date