

# **CUSD Board of Education**

## **Regular Meeting Agenda**

**Chico City Council Chambers**

**February 16, 2011**

**CLOSED SESSION – 5:00 P.M.**

**REGULAR BOARD MEETING – 5:30 P.M.**



### **Board Members**

**Dr. Kathleen Kaiser, President**

**Jann Reed, Vice President**

**Eileen Robinson, Clerk**

**Dr. Andrea Lerner Thompson, Member**

**Elizabeth Griffin, Member**

**Kelly Staley, Superintendent**

This Agenda is Available at:  
Chico Unified School District  
1163 E. 7<sup>th</sup> Street  
Chico, CA 95928  
(530) 891-3000  
Or Online at:  
[www.chicousd.org](http://www.chicousd.org)

Posted: 02/10/11

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 three (3) 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 (15 minutes at the beginning of the meeting and 45 minutes at the end of the meeting).
- 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 three (3) 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 ext. 149 should you require a disability-related modification or accommodation in order to participate in the meeting. This request should be received at least 48 hours prior to the meeting in order to accommodate your request.

Pursuant to Government Code 54957.5, If documents are distributed to board members concerning an agenda item within 72 hours of a regular board meeting, at the same time the documents will be made available for public inspection at the Chico Unified School District, Superintendent's Office located at 1163 East Seventh Street, Chico, CA 95928 or may be viewed on the website: [www.chicousd.org](http://www.chicousd.org).

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

Regular Meeting – February 16, 2011

Closed Session – 5:00 p.m.

**Regular Session – 5:30 p.m.**

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

## **AGENDA**

5:00pm

1. **CALL TO ORDER**

1.1. Public comment welcome on closed session items

2. **CLOSED SESSION**

2.1. **Update on Labor Negotiations**

Employee Organizations:

Representatives:

CUTA

CSEA, Chapter #110

Kelly Staley, Superintendent

Bob Feaster, Assistant Superintendent

Maureen Fitzgerald, Assistant Superintendent

2.2. **Conference with Legal Counsel**

Anticipated Litigation

Significant exposure to litigation pursuant  
to Government Code Section 54954.5(b)

**Attending:**

Kelly Staley, Superintendent

Bob Feaster, Assistant Superintendent

Maureen Fitzgerald, Assistant Superintendent

John Bohannon, Principal

John Yeh, Attorney at Law

2.3. **Conference with Legal Counsel**

Pending Litigation – Consideration of  
Government Claim: Kevin Payne

Government Code Section 54956.9(b)

**Attending:**

Kelly Staley, Superintendent

Bob Feaster, Assistant Superintendent

Maureen Fitzgerald, Assistant Superintendent

John Kelley, Attorney at Law

*If Closed Session is not completed before 5:30 p.m., it will resume immediately following the regular meeting.*

5:30 pm

3. **RECONVENE TO REGULAR SESSION** (5 minutes)

3.1. Call to Order

3.2. Report Action Taken in Closed Session

3.3. Flag Salute

4. **BLUE OAK CHARTER PETITION**

5:35pm

4.1. Hearing on Blue Oak Charter Petition. This petition is available on line at [www.chicousd.org](http://www.chicousd.org)  
or at the District Office at 1163 E. 7<sup>th</sup> Street. (John Bohannon) (30 minutes)

6:05pm

5. **STUDENT REPORTS** (30 minutes)

6:35pm

6. **SUPERINTENDENT'S REPORT** (30 minutes)

7:05pm

7. **ITEMS FROM THE FLOOR** (15 minutes)

7:20pm

8. **REPORTS FROM EMPLOYEE GROUPS REGARDING NEGOTIATIONS** (20 minutes)

8.1. District

8.2. CSEA

8.3. CUMA

8.4. CUTA

7:40pm

9. **CONSENT CALENDAR** (5 minutes)

9.1. GENERAL

9.1.1. Consider Approval of Minutes of Regular Session on January 19, 2010, and  
Special Session on January 5, 2011

9.1.2. Consider Approval of Items Donated to the Chico Unified School District

## 9.2. EDUCATIONAL SERVICES

- 9.2.1. Consider Expulsion of Students with the following IDs: 42146, 52500, 53008, 56547 and 66112
- 9.2.2. Consider Approval of the Field Trip Request for Chico High School A Cappella Choir to attend a Music Festival, Broadway Show, Academy of Science, and Great America in San Francisco and Santa Clara from 4/8/11-4/10/11
- 9.2.3. Consider Approval of the Field Trip Request for Chico High School FFA to attend the MJC FFA Field Day in Modesto, CA from 3/25/11-3/26/11
- 9.2.4. Consider Approval of the Field Trip Request for a 12<sup>th</sup> Grade Chico High Wrestler to attend the Senior Nationals for Wrestling in Virginia Beach from 3/30/11-4/4/11
- 9.2.5. Consider Approval of the Field Trip Request for Pleasant Valley High School's Bard's Club to attend the Shakespeare Festival in Ashland, Oregon from 3/26/11-3/27/11
- 9.2.6. Consider Approval of the Field Trip Request for PVHS/iHOST to attend Workshops and Competitions at the Prostart Competition at CSU, Pomona from 3/30/11-4/3/11
- 9.2.7. Consider Approval of the Field Trip Request for PVHS/iHOST to attend the FHA-HERO State Leadership Meeting and State Competitive Finals in Fresno from 4/9/11-4/12/11
- 9.2.8. Consider Approval of the Field Trip Request for Marigold Elementary 5<sup>th</sup> Grade Classes attend Environmental Education in Monterey, CA from 5/3/11-5/6/11
- 9.2.9. Consider Approval of the Field Trip Request for Shasta and Marigold 6<sup>th</sup> grade classes to attend Shady Creek Outdoor School from 04/26/11 to 04/29/11
- 9.2.10. Consider Approval of the Field Trip Request for CHS to attend the State FFA Convention in Fresno from 4/15/11-4/19/11.
- 9.2.11. Consider Approval of the Quarterly Report on Williams Uniform Complaints
- 9.2.12. Consider Approval of the Single Plan for Student Achievement. Plans are available at the District Office at 1163 E. 7<sup>th</sup> Street.
- 9.2.13. Consider Approval of Consultant Agreement with Kevin Clark Consulting and Training on ELD Services

## 9.3. BUSINESS SERVICES

- 9.3.1. Consider Approval of Accounts Payable Warrants
- 9.3.2. Consider Approval of Monthly Enrollment Report
- 9.3.3. Consider Approval of Notice of Completion for the Williams Theater Addition at Chico High School
- 9.3.4. Consider Approval of Consultant Agreement with Rolls Anderson & Rolls for Proposed Sanitary Sewer Facilities at Shasta
- 9.3.5. Consider Approval of the Architectural Services Agreement for Inspire Schools of Arts and Sciences Phase I Campus and Future MPR Design

## 9.4. HUMAN RESOURCES

- 9.4.1. Consider Approval of Certificated Human Resources Actions
- 9.4.2. Consider Approval of Classified Human Resources Actions

10. DISCUSSION/ACTION CALENDAR

## 10.1. EDUCATIONAL SERVICES

- 7:45pm 10.1.1. Discussion/Action: Teen Dating Violence Awareness and Prevention Month (David Scott) (5 minutes)
- 7:50pm 10.1.2. Information: Chinese Language Program Update (Joanne Parsley) (10 minutes)

## 10.2. HUMAN RESOURCES

- 8:00pm 10.2.1. Discussion/Action: Consider Approval of Resolution 1135-11 to Reduce Certificated Staff Due to Reduction or Elimination of Particular Kinds of Services

- (Bob Feaster) (5 minutes)
- 8:05pm                    10.2.2.    Discussion/Action: Consider Approval of Resolution 1136-11 to Release/Non-Re-election of Temporary Certificated Employees (Bob Feaster) (5 minutes)
- 8:10pm                    10.2.3.    Discussion/Action: . Consider Approval of Resolution 1137-11 for Non Re-Election of Probationary Certificated Employees (Bob Feaster) (5 minutes)
- 8:15pm                    10.2.4.    Discussion/Action: Consider Approval of Resolution 1138-11 for Tie Breaking Criteria (Bob Feaster) (5 minutes)
- 10.3. BUSINESS SERVICES
- 8:20pm                    10.3.1.    Discussion/Action: Consider Approval of Parking Lot "A" Agreement with California State University, Chico (Maureen Fitzgerald) (15 minutes)
- 10.4. BOARD
- 8:35pm                    10.4.1.    Discussion/Action: Official 2011 CSBA Delegate Assembly Ballot Sub-region 4-B (Kelly Staley) (5 minutes)
- 8:40pm                    12.    **ANNOUNCEMENTS** (15 minutes)
- 8:55pm                    13.    **ADJOURNMENT**

Posted: 02/10/11  
:mga

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

PROPOSED AGENDA ITEM: Blue Oak School Charter Petition public hearing

Prepared by: John Bohannon

- ☐ Consent  
☒ Information Only  
☐ Discussion/Action

Board Date: Feb. 16, 2011

### **Background Information**

When a group files a petition to start a new charter school, a school district must hold a public hearing about the prospective charter within 30 days.

CUSD received a charter petition for The Blue Oak School on February 2, 2011.

This hearing gives the public and board of education the opportunity to ask questions about the proposed charter.

The charter petition will come back before the board within 60 days of the date CUSD received the petition from Blue Oak for approval or denial.

The original Blue Oak Charter School has been in existence in Chico for 10 years, but its renewal was recently denied by the Butte County Board of Education. Blue Oak has decided to petition Chico Unified for a new Charter.

### **Educational Implications**

The Blue Oak Charter School has been in existence for 10 years under a Charter authorized by the Butte County Office of Education, and is looking to continue offering the community a Waldorf Methods school.

### **Fiscal Implications**

Blue Oak is petitioning as an independent charter, meaning the funds for Chico Unified students choosing this charter will leave CUSD and flow to Wildflower.

**MINUTES****1. CALL TO ORDER**

At 5:00 p.m. Board Vice President Reed called the meeting to order and announced the Board was going into Closed Session.

Present: Reed, Robinson, Thompson, Griffin

Absent: Kaiser

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

Employee Organizations:

CUTA

CSEA, Chapter #110

Representative:

Kelly Staley, Superintendent

Bob Feaster, Assistant Superintendent

Maureen Fitzgerald, Assistant Superintendent

**2.2. Conference with Legal Counsel**

Anticipated Litigation

Significant exposure to litigation pursuant to Government Code §54954.5(b)

Attending:

Kelly Staley, Superintendent

Bob Feaster, Assistant Superintendent

Maureen Fitzgerald, Assistant Superintendent

John Bohannon, Principal

John Yeh, Attorney at Law

**3. RECONVENE TO REGULAR SESSION**

Present: Reed, Robinson, Thompson, Griffin,

Absent: Kaiser

**3.1 Call to Order**

At 5:58 p.m. Board Vice President Reed called the Regular Meeting to Order at the Chico City Council Chambers.

**3.2 Closed Session Announcements**

Board Vice President Reed announced the Board had been in Closed Session and there was nothing to report.

**3.3 Flag Salute**

At 5:59 p.m. Board Vice President Reed led the salute to the Flag.

**4. STUDENT REPORTS**

At 6:00 p.m. Aleah Myers and Olivia Lyon presented information on student activities at Inspire School of Arts and Sciences. PVHS students Wayne Yeh and Arianna Roman presented information on the Viking Revolution. Sean Brown, CHS ASB President, presented information and a PowerPoint on events at CHS.

**5. SUPERINTENDENT'S REPORT**

At 6:10 p.m. CHS student Claudia Randall presented an update on FFA activities, successes from the Henshaw property and encouraged people to visit their new website at: [chicoffa.org](http://chicoffa.org). Jim Hanlon talked about the outstanding music programs at CHS and announced that Sue Delgado had recently been selected as "Outstanding Choral Director of the Year" by the CA Music Educators Association. He then introduced music instructors Todd Filpula and Sue Delgado, who spoke about recent honor band and choral participants. Sue Delgado introduced Honor Choir students Dylan Anderson, Gabrielle Banathy, Kasey Perkins, Liliana Rodriguez, and Evanne Welsh. Todd Filpula introduced All State and All Northern Honor Band members Roxanne Winslow, Camelia Boutros, Thomas Robie, Celia Eckert, Azure Grant, Daniel Dion, David Nemet-Nasser, Anna Perkins, and Ethan Wolfe. Also recognized were: Cameron Tebo, Willis Silliman, and Omar Carey. Vicki Triplett, JHS Choir instructor talked about jr. high students Holly Rumiano, Jasmine Kelly, Anna Miller, Veronika Guillen, and Whitney Eggleston who participated in the weekend event. MJHS Counselor Pam Bodnar presented information on the three-year grant she and another No. California teacher had been awarded from the Memorial Library of New York City and the Holocaust Educators Network to promote Holocaust and Social Justice Education with teachers from Northern California.

**6. ITEMS FROM THE FLOOR**

There were no items from the floor.

## MINUTES

7. **REPORTS FROM EMPLOYEE GROUPS REGARDING NEGOTIATIONS**

At 6:43 p.m. The Board received reports from employee groups regarding negotiations from John Jenswold for CUTA, Bob Feaster for the District, Susie Cox for CSEA and Pete Van Buskirk for CUMA.

8. **CONSENT CALENDAR**

At 6:47 p.m. Board Vice President Reed asked if anyone would like to pull a Consent Item for further discussion. Board Member Thompson asked to pull items 8.2.7. and 8.3.4. Board Member Griffin moved to approve the remaining Consent Items; seconded by Board Clerk Robinson.

8.1. **GENERAL**

8.1.1. The Board approved the Minutes of Regular Session on December 15, 2010, and Special Session on January 5, 2011.

8.1.2. The Board accepted the items donated to Chico Unified School District.

Donor	Item	Recipient
CSUC Class/College of Business	\$117.24	CUSD Libraries & Music & Arts
Jamie & Harry Keshet	\$25.00	Chico Reads
Arlyne Hazel	\$150.00	Chico Reads
Marian C. Milling	\$100.00	Chico Reads
Steve Muser	\$50.00	Chico Reads
Cold Pop LLC dba 5th Street Steakhouse	\$100.00	Chico Reads
Sharon & Edward Minor	\$50.00	Chico Reads
Hotel Diamond	Hotel Room/Science Show @ \$150.00	Hooker Oak K-8 School
James & Erin Smith	\$50.00	Sierra View
Laird Oelrichs/PG&E	\$50.00	Sierra View
James McLain/PG&E	\$60.00	Sierra View
Valley Contractors Exchange	Light Table & Paper Cutter @ \$300.00	Bidwell Jr. High
The Kerner Family	Baby Grant Piano @ \$5,000.00	Chico Jr. High
Thomas & Nancy Masterson	Hard Drives/Software @ \$50.00	Marsh Jr. High
Bruce Dillman	Miscellaneous Items @ \$3,871.65	Chico High ASB
North Valley Community Foundation	\$8,091.00	Chico High
Bob & Leslie Keller	\$75.00	Chico High Library
Chico Club Volleyball	\$1,000.00	Pleasant Valley High/Athletics
Anonymous	\$252.00	Pleasant Valley High/Athletics
Dave Nelson	\$150.00	Pleasant Valley High/Athletics
Steven Duke	\$100.00	Pleasant Valley High/Athletics
Media All Stars, Inc.	\$1,000.00	Pleasant Valley High/Athletics
Kohl's	\$500.00	Pleasant Valley High/Athletics
Kim Davis	Books @ \$162.00	Pleasant Valley High/Library
Marge Willis	Books @ \$51.00	Pleasant Valley High/Library
Nichole Cathers	Books @ \$74.00	Pleasant Valley High/Library
Joe Adams	Books @ \$83.00	Pleasant Valley High/Library
Leslie Keller	\$75.00	Pleasant Valley High/Library

8.2 **EDUCATIONAL SERVICES**

8.2.1. The Board approved the Expulsion of Students with the following IDs: 36867, 42721, 43183, 44071, 53374, 54537, 56746, 63101, 64274, 67796, 71813.

8.2.2. The Board approved the Field Trip Request for CHS Friday Night Live students to attend the Reach for the Future Conference in Richardson Springs from 3/3/11-3/5/11.

8.2.3. The Board approved the Field Trip Request for PVHS Friday Night Live students to attend the Reach for the Future Conference in Richardson Springs from 3/3/11-3/5/11.



## MINUTES

- 8.2.4. The Board approved the Field Trip Request for FVHS Friday Night Live students to attend the Reach for the Future Conference in Richardson Springs from 3/3/11-3/5/11.
- 8.2.5. The Board approved the Field Trip Request for CJHS Club Live students to attend the Reach for the Future Conference in Richardson Springs from 3/24/11-3/26/11.
- 8.2.6. The Board approved the Consultant Agreement with Dannis Woliver Kelley for Legal Advice/Services.
- 8.2.7. This item was pulled for further discussion.

**8.3 BUSINESS SERVICES**

- 8.3.1. The Board approved the Accounts Payable Warrants.
- 8.3.2. The Board approved the Monthly Enrollment Report.
- 8.3.3. The Board approved the 2009-2010 Independent Audit Report.
- 8.3.4. This item was pulled for further discussion.
- 8.3.5. The Board approved the Statement of Works – Exchange, SharePoint and Virtual Desktops.

**8.4 HUMAN RESOURCES**

- 8.4.1. The Board approved the Certificated Human Resources Actions.

Name/Employee #	Assignment	Effective	Comment
<b><u>2010/11 Temporary Appointment(s) According to Board Policy</u></b>			
Bransky, Ray	Elementary	1/7/11-5/26/11	1.0 FTE Temporary Appointment
Rose, Michelle	Special Education	2 <sup>nd</sup> Semester 2010/11 (1/3/11-5/26/11)	0.5 FTE Temporary Appointment (in addition to current .2 FTE assignment)
Sasaki, Joshua	Secondary	2 <sup>nd</sup> Semester 2010/11 (1/3/11-5/26/11)	0.2 FTE Temporary Appointment (in addition to current .8 FTE assignment)
<b><u>2010/11 Leave Requests</u></b>			
Genasci, Tiffany	Elementary	1/3/11-5/26/11	1.0 FTE Personal Leave

- 8.4.2. The Board approved the Classified Human Resources Actions

<b><u>ACTION NAME</u></b>	<b><u>CLASS/LOCATION/ ASSIGNED HOURS</u></b>	<b><u>EFFECTIVE</u></b>	<b><u>COMMENTS/PRF #/ FUND/RESOURCE</u></b>
<b>APPOINTMENTS</b>			
BRACEWELL, JACK	CAFETERIA ASSISTANT/CCDS/1.6	12/14/2010	VACATED POSITION/20/ NUTRITION/0000
FLINT, PATRICIA	SR OFFICE ASSISTANT/PVHS/8.0	12/17/2010	VACATED POSITION/144/ GENERAL/0000
GONSALVES, COLETTE	SR OFFICE ASSISTANT/CJHS/2.0	1/3/2011	VACATED POSITION/67/ GENERAL/0000
GONSALVES, COLETTE	SR OFFICE ASSISTANT/BJHS/2.5	1/3/2011	VACATED POSITION/68/ GENERAL/0000
HAMLYN, SHANNON	TRANSPORTATION SPECIAL ED AIDE/TRANSPORTATION/1.0	1/3/2011	NEW POSITION/103/ TRANS SPECIAL ED/7240
O'BRIEN, CASEY	LT CAMPUS SUPERVISOR/CJHS/6	1/5/2011-5/1/2011	NEW LT POSITION/123/ CATEGORICAL/4124
O'CONNOR, MICHELLE	PARENT CLASSROOM AIDE-RESTR/ EMMA WILSON/3.9	1/4/2011	NEW POSITION/155/ CATEGORICAL/7090
ROBINSON, MITCHELL	IPS-HEALTHCARE/PVHS/6.0	12/21/2010	VACATED POSITION/9/ SPECIAL ED/6501
RODRIGUEZ, DEBORAH	LT IPS-HEALTHCARE/LOMA	12/18/2010-2/11/2011	DURING ABSENCE OF

## MINUTES

	VISTA/3.0		INCUMBENT/148/ SPECIAL ED/6501
WALL, MARY	LT INSTRUCTIONAL ASSISTANT/NEAL DOW/4.0	12/13/2010-2/11/2011	DURING ABSENCE OF INCUMBENT/47/ CATEGORICAL/3010
WEBER, LISA	INSTRUCTIONAL ASSISTANT/MCMANUS/3.0	1/31/2011	VACATED POSITION/108/ CATEGORICAL/3010
ZINTZUN, DANIEL	IA-BILINGUAL/ROSEDALE/4.0	1/4/2011	VACATED POSITION/105/ CATEGORICAL/3011

**LEAVES OF ABSENCE**

AMEZQUITA-PEREZ, ANGELICA	CAFETERIA ASSISTANT/CHS/2.0	1/10/2011-2/25/2011	PER CBA 5.12
CLINTON, MELISA	CAFETERIA ASSISTANT/CHS/2.0	1/24/2011-5/27/2011	PER CBA 5.12
FINDLAY, JANETTE	IPS-HEALTHCARE/LOMA VISTA/4.0	12/6/2010-5/26/2011	PER CBA 5.2.9
PARSONS, DIANA	INSTRUCTIONAL ASSISTANT/NEAL DOW/4.0	1/1/2011-2/13/2011	PER CBA 5.3.3
SHANNON, JOCELYN	IPS-HEALTHCARE/HOOKER OAK/3.5	8/24/2010-1/2/2011	PART-TIME PER CBA 5.12
STEWART-REIBLEIN, KATHERIN	IPS-HEALTHCARE/EMMA WILSON/3.5	1/27/2011-5/27/2011	AMEND TO PART-TIME, PER CBA 5.12
STEWART-REIBLEIN, KATHERIN	IPS-HEALTHCARE/CITRUS/3.0	1/27/2011-5/27/2011	AMEND TO PART-TIME, PER CBA 5.12

**RESIGNATIONS/TERMINATIONS**

DORGHALLI, RANIA	CAFETERIA ASSISTANT/EMMA WILSON/2.0	1/2/2011	VOLUNTARY RESIGNATION
EMPLOYEE HOLDING POSITION 260025	SR GROUNDS WORKER/M & O/8.0	12/20/2010	RELEASED DURING PROBATION
MONTAGUE, KRISTIN	SR OFFICE ASSISTANT/PVHS/8.0	12/8/2010	VOLUNTARY RESIGNATION FROM LOA
O'BRIEN, JOHN	IPS-CLASSROOM/MARIGOLD/6.0	1/19/2011	PERS RETIREMENT

**(Consent Vote)**

AYES: Reed, Robinson, Thompson, Griffin

NOES: None

ABSENT: Kaiser

**9. DISCUSSION/ACTION CALENDAR****ITEMS REMOVED FROM CONSENT FOR FURTHER DISCUSSION:****Item 8.2.7. Consider Approval of the School Accountability Report Cards (SARCs)**

Board Member Thompson noted she pulled the SARCs to encourage parents to read them and to feel free to ask questions about them with the principal or Superintendent. Board Member Thompson moved to approve the School Accountability Report Cards; seconded by Board Member Griffin.

AYES: Reed, Robinson, Thompson, Griffin

NOES: None

ABSENT: Kaiser

**Item 8.3.4. Consider Adoption of 2011-12 Budget Calendar**

Board Member Thompson noted how important it is for the Board and community to be aware of and get timely updates on the state budget. Board Member Thompson moved to approve the 2011-12 Budget Calendar; seconded by Board Member Griffin.

AYES: Reed, Robinson, Thompson, Griffin

NOES: None

ABSENT: Kaiser

## MINUTES

**9.1 EDUCATIONAL SERVICES****9.1.1. Information: Pivot Charter School Update**

At 6:52 p.m. John Bohannon introduced Jayna Gaskell, the new executive director of Pivot Charter School. Ms. Gaskell presented an update on activities at Pivot Charter School.

**9.2 BUSINESS SERVICES****9.2.1. Discussion/Action: Consider Adoption of Resolution No. 1134-11 Regarding Accounting of Developer Fees for Fiscal Year 2009-2010**

At 7:02 p.m. Michael Weissenborn presented information on Government Code Section 66006(b) which requires the District to make an annual accounting of the Developer Fee Fund for the prior school year. Board Clerk Robinson moved to approve Resolution No. 1134-11; seconded by Board Member Thompson.

AYES: Reed, Robinson, Thompson, Griffin

NOES: None

ABSENT: Kaiser

**9.2.2. Discussion/Action/Public Hearing: Continuation of Public Hearing Regarding Solar Power Purchase Agreements and Making Findings Required by the Government Code**

At 7:05 p.m. Michael Weissenborn provided an overview of the processes to provide solar power via a Power Purchase Agreement and addressed questions from the Board. At 7:15 p.m. the Public Hearing was opened. There were no comments from the public. At 7:16 p.m. the Public Hearing was closed. Board Member Griffin moved to approve Resolution 1133-11; seconded by Board Clerk Robinson.

AYES: Reed, Robinson, Thompson, Griffin

NOES: None

ABSENT: Kaiser

**9.2.3. Discussion/Action: Consider Approval of the Student Housing Committee Recommendations for School Year 2011/2012**

At 7:16 p.m. Michael Weissenborn presented the student housing committee recommendations for school year 2011/2012 and addressed questions from the Board and public. Board Member Griffin moved to approve the Student Housing Committee Recommendations; seconded by Board Clerk Robinson.

AYES: Reed, Robinson, Thompson, Griffin

NOES: None

ABSENT: Kaiser

**9.3 BOARD****9.3.1. Information: CUSD Board Workshop Topics**

At 7:30 p.m. Superintendent Staley stated the Board Member Suggested Board Workshop Agenda Items were being presented for public comment. After discussion amongst the Board and input from the community, the Board will determine the topics to be scheduled at a Board Workshop on March 5.

**9.3.2. Discussion/Action: Consider Approval of Update to Board Bylaw 9323, Meeting Conduct**

At 7:31 p.m. Superintendent Staley noted Board Bylaw 9323, Meeting Conduct, was being updated to reflect the change voted on by the Board on December 15, allowing individual speakers three minutes to speak rather than five minutes. Board Member Thompson suggested the second paragraph under the "Items on the Agenda" heading should end after the words "each side of the item." Board Clerk Robinson moved to approve the changes to Board Bylaw 9323; seconded by Board Member Thompson.

AYES: Reed, Robinson, Thompson, Griffin

NOES: None

ABSENT: Kaiser

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MINUTES**10. ITEMS FROM THE FLOOR**

There were no items from the floor.

**11. ANNOUNCEMENTS**

There were no announcements.

**12. ADJOURNMENT**

At 7:38 p.m. Board Vice President Reed adjourned the meeting.

:mm

APPROVED:

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Board of Education

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Administration

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MINUTES

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**1. RIBBON CUTTING CEREMONY AND TOUR OF CHS NEW BUILDING**

At 5:00 p.m. A Ribbon cutting ceremony was held and a tour provided of the new building located on the Chico High School campus.

**Present:** Reed, Robinson, Thompson, Griffin

**Absent:** Kaiser

**2. RECONVENE TO REGULAR SESSION****2.1 Call to Order**

At 6:02 p.m. Board Vice President Reed called the January 5, 2011, Special Meeting to order in the Williams Theatre at Chico High School, 901 Esplanade.

**3. CONSENT CALENDAR**

At 6:03 p.m. Board Vice President Reed asked if anyone would like to pull a consent item for further discussion. No items were pulled. Board Member Thompson moved to approve the consent items; seconded by Board Member Griffin.

**3.1. EDUCATIONAL SERVICES**

3.1.1 The Board approved the findings and the conclusion formulated by staff regarding the Proposition 39 request for Nord Country School.

**3.2. BUSINESS SERVICES**

3.2.1. The Board approved the Accounts Payable Warrants.

(Consent Vote)

AYES: Reed, Robinson, Thompson, Griffin

NOES: None

ABSENT: Kaiser

**4. DISCUSSION/ACTION CALENDAR****4.1 BUSINESS SERVICES****4.1.1. Public Hearing/Discussion/Action: Public Hearing Regarding Solar Power Purchase Agreements and Making Findings Required by the Government Code**

At 6:04 p.m. Michael Weissenborn presented an update on the progress of the solar power purchase agreements and noted that issues were still being resolved on five separate agreements and no agreements had been finalized. He requested the public hearing be continued until the next Board meeting and stated the public hearing will be re-noticed in the paper and allow time for additional comments. At 6:25 p.m. the Public Hearing was open. There were two questions from the public regarding advantages of the agreements and security issues addressed by Michael Weissenborn. At 6:30 p.m. Board Vice President Reed announced the Public Hearing will be continued until the next Board meeting on January 19, 2011, at the Chico City Council Chambers.

**4.1.2. Information: Measure A Current Project Updates: Phase 1 and Phase 2 Updates**

At 6:31 p.m. Michael Weissenborn presented an update on the status of Measure A Phase 1 (Center for the Arts at PVHS) and Phase 2 (new building at CHS) projects and the benefits of cost leveraging.

**4.1.3. Information: Measure A Phase 3 – Project Progress Report**

At 6:41 p.m. Michael Weissenborn introduced representatives from the Architectural firms working on Measure A Phase 3 projects at Chico High (Stafford Kind Weise Architects), Pleasant Valley High (Nichols Melburg and Rosetto Architects), Fair View High (Thomson & Hendricks Architects) and Inspire School of Arts and Sciences (NTD Architecture). Each firm presented a PowerPoint on conceptual designs and addressed questions from the Board and public.

At 6:45 p.m. Ellen Hooper, Robert Lowe, and Alan Chambers with Stafford King Weise Architects presented information regarding the Lincoln Hall/Field House project at CHS.

## MINUTES

At 7:47 p.m. Board Vice President Reed announced a five-minute break.

At 8:00 p.m. Benjamin Matray with Nichols Melburg and Rosetto Architects and Principal John Shepherd presented information on the conceptual designs for PVHS.

At 8:20 p.m. Leslie Swaim with Thomson & Hendricks Architects presented information on projects for the FVHS campus.

At 8:48 p.m. Jordan Knighton and Derek Labrecque with NTD Architecture presented information on housing needs for Inspire School of Arts & Sciences. Board Vice President Reed asked that information be communicated with staff and public regarding the fact that Inspire will be located on the CHS campus for the 2011/12 school year.

4.1.4. **Discussion/Action: Measure A Phase 3 – Discuss Circulation of Requests for Proposals for Lease Lease-Back**

At 10:42 p.m. Michael Weissenborn requested board approval to circulate RFPs for lease lease-back entities for the Measure A Phase III projects. Board Member Thompson moved to authorize Facilities Staff to circulate a request for proposals; seconded by Board Member Griffin.

AYES: Reed, Robinson, Thompson, Griffin

NOES: None

ABSENT: Kaiser

5. **ADJOURNMENT**

At 10:45 p.m. the meeting was adjourned.

:mm

APPROVED:

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Board of Education

---

Administration

**DONATIONS/GIFTS**9.1.2.  
Page 1 of 1

Donor	Item	Recipient
Sierra Nevada Brewing Co.	\$2,000.00	Chico Reads
Parkview PTO	\$200.00	Chico Reads
Rosedale PTO	\$300.00	Chico Reads
Emma Wilson PTA	\$9,237.96	Emma Wilson
Mom's Restaurant/Mr. & Mrs. Sterling	\$798.00	Little Chico Creek
Mom's Restaurant/Mr. & Mrs. Sterling	\$782.00	John McManus
Guillon Enterprises, Inc.	\$200.00	Parkview
Melissa Beebe Roberts	Toys R Us Gift Cards @ \$20.00	Sierra View
North Valley Community Foundation	\$150.00	Bidwell Jr. High
North Valley Community Foundation	\$50.00	Bidwell Jr. High
North Valley Community Foundation	\$200.00	Bidwell Jr. High
Bidwell PTA	\$500.00	Bidwell Jr. High
Soroptimist International of Chico	\$300.00	Bidwell Jr. High
David & Linda Hovey	\$20.00	Chico Jr. High
EdSuccess/Family Friendly Schools	Parent Playbooks @ \$1,200.00	Marsh Jr. High
Vic & Gale Alvistor	\$250.00	Chico High Football
John Witzke/Water Right Technologies	\$500.00	Chico High Wrestling
Laura McLachlin	\$100.00	Pleasant Valley High
Jaswinder Kaur & Vikramjit Singh	\$50.00	Pleasant Valley High
Jin Wen & Qiu Ling Chen	\$50.00	Pleasant Valley High
Craig & Kimberly Stilwell	\$50.00	Pleasant Valley High
Melinda Loy	\$50.00	Pleasant Valley High
John & Cheryl McKalip	\$50.00	Pleasant Valley High
Lawrence & Lydie Bassow	\$100.00	Pleasant Valley High
Feliciano & Vicky Bomactao	\$50.00	Pleasant Valley High
Bruce & Amy Besnard	\$100.00	Pleasant Valley High
Janet Gonzalez	\$50.00	Pleasant Valley High
Kevin & Mai Lor	\$50.00	Pleasant Valley High
Teri Jo & Donald Buckman	\$100.00	Pleasant Valley High
Arron & Liz Gaylor	\$50.00	Pleasant Valley High
Celia & Tim O'Connell	\$50.00	Pleasant Valley High
Mary Camusi Ginno	\$50.00	Pleasant Valley High
Monica C. O'Neil Habib	\$100.00	Pleasant Valley High
Edward King	\$100.00	Pleasant Valley High
Debra Abbott	\$25.00	Pleasant Valley High
PV Sports Boosters	\$1,098.00	PV JV Girls Soccer
Lifetouch	\$56.00	PV Cross Country
Lifetouch	\$48.00	PV Boys Soccer
Lifetouch	\$108.00	PV Swimming
Lifetouch	\$48.00	PV Field Hockey
Lifetouch	\$68.00	PV Girls Volleyball
Lifetouch	\$128.00 and \$92.00	PV Football
North Section CIF	\$78.00 and \$84.00	PV Football and Girls Volleyball
PVHS Sports Boosters	\$2,000.00	PV Football
Lee-Anne Calhoun	\$20.00	PV - Foreign Language
Peter & kathi Mathiesen	\$150.00	PV Boys Volleyball

**PROPOSED AGENDA ITEM:** Chico High School Choir's Spring Trip

**Prepared by:** Susan Delgado

☒ Consent

**Board Date** February 16, 2011

☐ Information Only

☐ Discussion/Action

**Background Information**

The Chico High A Cappella Choir would like to participate in the Heritage Music Festival, see "Rock of Ages" (a musical), and go to the Academy of Sciences or a Giant's home game. All events are in the Bay Area.

**Education Implications**

Adjudication, clinic and observing other choirs, as well as performing, getting to see a live musical and attending the Academy of Sciences.

**Fiscal Implications**

We have been raising money for this trip for two years through yard sales, candy sales, birthday grams, concerts, silent auctions, singing all over the Chico community and singing valentines. We have raised enough money to cover the entire trip.

**Additional Information**

See attached itinerary.

The forty students will only miss one day of school and Mrs. Delgado will need a substitute for one day.



## CHICO UNIFIED SCHOOL DISTRICT

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

9.2.2.

Page 2 of 2

## FIELD TRIP REQUEST

TO: CUSD Board of Education

Date: February 16, 2011

FROM: Sue Delgado

School/Dept.: Chico High School/Music Department

SUBJECT: Field Trip Request

Request is for Chico High A Cappella Choir

(grade/class/group)

Destination: San Francisco/Santa Clara Activity: Music Festival, Broadway Show, Academy of Science, Great Americafrom April 8, 2011 / 5 AM to April 10, 2011/ 10 PM  
(dates) / (times) (dates) / (times)Rationale for Trip: Festival Adjudication, Performance and Clinic, see a Broadway Show, Academy of Sciences - All very educational experiences that can not be done in Chico.Number of Students Attending: 40 Teachers Attending: 1 Parents Attending: 4Student/Adult Ratio: 10:1

Plus one student teacher

Transportation: Private Cars \_\_\_\_\_ CUSD Bus \_\_\_\_\_ Charter Bus Name Delco Bus Company  
Other: \_\_\_\_\_**All requests for bus or charter transportation must go through the transportation department - NO EXCEPTIONS.**

ESTIMATED EXPENSES: Approximately \$13,000.00

Fees \$ 250.00 Substitute Costs \$ 70.00 Meals \$ \_\_\_\_\_Lodging \$ 7,172.00 Transportation \$ 4,480.00 Other Costs \$ Academy of Science  
\$1,080.00/Musical \$3,600.00

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

Name Choral Music ASB Acct. #: 401 \$ Approx \$14,000.00

Name \_\_\_\_\_ Acct. #: \_\_\_\_\_ \$ \_\_\_\_\_

Requesting Party

Date

Site Principal

Date



Approve/Minor



Do not Approve/Minor

or

or

Recommend/Major

Not Recommended/Major

(If transporting by bus or Charter)

Director of Transportation

Date

IF MAJOR FIELD TRIP

Director of Educational Services

Date



Recommend



Not Recommended



Approved



Not Approved

Board Action

Date

**PROPOSED AGENDA ITEM:** Modesto Junior College FFA Field Day (March 25-26, 2011)

**Prepared by:** Sheena Sloan

☒ Consent

**Board Date** February 16, 2011

☐ Information Only

☐ Discussion/Action

**Background Information**

Career Development Events (CDE) focus on student success. These judging teams help students think critically, communicate clearly and perform effectively in the competitive world.

One of my CDE teams this school year is, Livestock judging. This team focuses on judging different species of animals, placing them in a 1-4 ranking and giving reasons to judges as to why these animals were placed in that rank.

MJC is one of four CDE that the Livestock judging team attends and we will need to spend the night in Modesto since the contest begins at 7:30am on Saturday morning.

**Education Implications**

Prepare the Livestock judging team for State finals in May at Cal Poly.

**Fiscal Implications**

None. ASB FFA will be paying for the event.

**Additional Information**

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9.2.3.

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JAN 24 2011

**FIELD TRIP REQUEST**TO: <sup>SUPERINTENDENT'S OFFICE</sup>  
~~CHSD Board of Education~~Date: 1/12/11FROM: Sheena SloanSchool/Dept.: CHS Ag.SUBJECT: **Field Trip Request**Request is for FFA

(grade/class/group)

Destination: Modesto CA - Modesto JC Activity: MJC FFA Field Dayfrom MAR. 25, 2011, 4pm  
(dates) / (times)to MARCH 26, 2011, 7pm  
(dates) / (times)Rationale for Trip: MJC FFA Field Day - Livestock judging contest (CDE)Number of Students Attending: 7 Teachers Attending: 1 Parents Attending: 0Student/Adult Ratio: 7:1

Transportation: Private Cars

CUSD Bus

Charter Bus Name

Other: School van (if not available then we'll have to rent a van Enterprise)**All requests for bus or charter transportation must go through the transportation department - NO EXCEPTIONS.****ESTIMATED EXPENSES:**Fees \$ 45.00Substitute Costs \$ 0Meals \$ 030.-Lodging \$ 100.-Transportation \$ 100.00

Other Costs \$

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

Name ASB FFA

Acct. #:

\$ 275.00

Name

Acct. #:

\$

Requesting Party

Date

Site Principal

Date



Approve/Minor



Do not Approve/Minor

or

Recommend/Major

or

Not Recommended/Major

(If transporting by bus or Charter)

Director of Transportation

Date

IF MAJOR FIELD TRIP

Director of Educational Services

Date



Recommend



Not Recommended



Approved



Not Approved

Board Action

Date

**PROPOSED AGENDA ITEM:** Senior National Wrestling Tournament

**Prepared by:** Keith Rollins

☒ Consent

**Board Date** February 16, 2011

☐ Information Only

☐ Discussion/Action

**Background Information**

Nahshon Garrett won the California State title, in the sport of wrestling, as a Junior at Chico High School. Nahshon has qualified to compete in the Senior Nationals at Virginia Beach in April. The best seniors from around the country will be competing against each other to determine the best Senior in the United States. To qualify for this tournament you must have placed in the California State tournament at some point in your high school career.

**Education Implications**

**Fiscal Implications**

This trip will be funded by only money that the Chico High Wrestling team has raised. The district or the school will not be responsible for paying any part of the trip. This year the Chico High wrestlers have raised \$18,000.00 through a letter campaign and local businesses financially supporting our program.

**Additional Information**

Nahshon will have an opportunity for many college coaches to see him wrestle. Nahshon is currently being recruited by several of the top wrestling programs in the country. Nahshon plans on signing his National letter of intent at the conclusion of the senior national trip. Please consider approving this trip as the sport of wrestling has changed this young mans life.

RECEIVED

CHICO UNIFIED SCHOOL DISTRICT

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9.2.4.

Page 2 of 2

JAN 31 2011

FIELD TRIP REQUEST

SUPERINTENDENT'S OFFICE

CHICO UNIFIED SCHOOL DISTRICT

TO: CUSD Board of Education

Date: 1-27-11

FROM: Keith Rollins-Chico High Wrestling School/Dept.: Chico High/Wrestling

SUBJECT: Field Trip Request

Request is for 12<sup>th</sup> grade wrestler  
(grade/class/group)

Destination: Virginia Beach Activity: Wrestling

from 3-30-11 / ~~4-4-11~~ All day to 4-4-11 / All day  
(dates) / (times) (dates) / (times)

Rationale for Trip: Nahshon Garrett qualified to wrestle in the Senior Nationals for wrestling.

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

Student/Adult Ratio: 2:1 Assistant Coach

Transportation: Private Cars ☒ Rental CUSD Bus Charter Bus Name  
Other:

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

ESTIMATED EXPENSES:

Fees \$ 2,300.00 total cost for car rental, plane ticket and hotel  
Substitute Costs \$ Meals \$

Lodging \$ Transportation \$ Other Costs \$

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

Name Wrestling Acct. #: 680 \$ 2,300.00

Name Acct. #: \$

Requesting Party  
K. R. Rollins

Date  
1-27-11

Site Principal  
J. Haul

Date  
1/27/11



Approve/Minor



Do not Approve/Minor

or  
Recommend/Major

or  
Not Recommended/Major

(If transporting by bus or Charter)

Director of Transportation

Date

IF MAJOR FIELD TRIP

Director of Educational Services  
J. Haul

Date  
1-31-11



Recommend



Not Recommended



Approved



Not Approved

Board Action

Date

**PROPOSED AGENDA ITEM:** PVHS Field Trip Request - Oregon Shakespeare Festival

**Prepared by:** Amy Besnard

☒ Consent

**Board Date** February 16, 2011

☐ Information Only

☐ Discussion/Action

**Background Information**

I have taken groups of students to the Oregon Shakespeare Festival in the past and had tremendous success. The Bard's Club (and parents) are very excited to see the classics in action.

**Education Implications**

Students will see "Measure for Measure" by Shakespeare and "To Kill A Mockingbird" by Harper Lee, which they have read. This will be a unique experience to now watch these plays. Students will also attend a workshop to learn background information.

**Fiscal Implications**

The cost of the trip is club-funded. Donations are being used to off-set costs.

**Additional Information**

Parent are enthusiastic about this opportunity for their children. Many parents and teachers are attending.

## CHICO UNIFIED SCHOOL DISTRICT

1163 East Seventh Street

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9.2.5.

Page 2 of 2

## FIELD TRIP REQUEST

TO: CUSD Board of Education

Date: 1-11-11FROM: Amy BesnardSchool/Dept.: PVHS / English

SUBJECT: Field Trip Request

Request is for Bard's Club

(grade/class/group)

Destination: Ashland, OR

Activity:

attend Shakespeare Festivalfrom 3-26-11 1 7:30 am

(dates) / (times)

to 3-27-11 1 8:00 pm

(dates) / (times)

Rationale for Trip: To expose students to live performances of some of the greatest pieces of "classic" literature (Shakespeare & To Kill A Mockingbird) which are core curriculum.Number of Students Attending: 18 Teachers Attending: 4 Parents Attending: 6Student/Adult Ratio: ~ 2:1Transportation: Private Cars ☒ CUSD Bus \_\_\_\_\_ Charter Bus Name \_\_\_\_\_  
Other: \_\_\_\_\_All requests for bus or charter transportation must go through the transportation department -  
NO EXCEPTIONS.

## ESTIMATED EXPENSES:

Fees \$ 52.00 per st. Substitute Costs \$ 0 Meals \$ 40.00 per st.Lodging \$ 25.00 per st. Transportation \$ 15.00 per st. Other Costs \$ \_\_\_\_\_

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

Name Bard's Club/ASB Acct. #: 1232 \$ TBA

Name \_\_\_\_\_ Acct. #: \_\_\_\_\_ \$ \_\_\_\_\_

Requesting Party Amy BesnardDate 1-11-11Site Principal [Signature]Date 1/27/11

Approve/Minor



Do not Approve/Minor

or

or

Recommend/Major

Not Recommended/Major

(If transporting by bus or Charter)

Director of Transportation \_\_\_\_\_

Date \_\_\_\_\_

IF MAJOR FIELD TRIP

Director of Educational Services [Signature]Date 2-6-11

Recommend



Not Recommended



Approved



Not Approved

Board Action \_\_\_\_\_

Date \_\_\_\_\_

ES-7

Revised 8/04

PROPOSED AGENDA ITEM: California Restaurant Association Prostart Competitions

Prepared by: Priscilla Burns, PVHS

☒ Consent

Board Date February 16, 2011

☐ Information Only

☐ Discussion/Action

### **Background Information**

Prostart competitions are sponsored by the National Restaurant Association. Students have competed in the gourmet culinary and management competitions for the prior 7 years. We have a strong history of placing and students have been preparing as teams for the last 4 months in anticipation of this events.

### **Educational Implications**

The conference is at CSU-Pomona over a 2 ½ day process. These events involve rigorous and difficult applied academic skills along with strong technical skills. These teams are formed through volunteer with selection by instructor Priscilla Burns. This year we will be sending one gourmet team with alternates and one management team. Both are spending about 6 hours weekly on their events after school. Large scholarships/postsecondary connections and networking are also critical components of this competition.

Student teams that place 1<sup>st</sup> in CA are underwritten to attend the National contest.

### **Fiscal Implications**

Students have fund raised to attend. We already have 100% of the funds for this event.



Please complete this form for All ASB field trips, camps, & conferences whether or not there are any expenses incurred. Please complete fill-in form on your personal computer before printing and submit to Lance Brogden or Pam Jackson.

# CHICO UNIFIED SCHOOL DISTRICT

1163 East Seventh Street  
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9.2.6.

Page 2 of 2

## FIELD TRIP REQUEST

**TO:** CUSD Board of Education

**Date:** 01/24/11

**FROM:** Priscilla Burns

**School/Dept.:** PVHS /iHOST

**SUBJECT:** Field Trip Request

Request is for Culinary Competitive Teams to the Prostart Competition

(grade/class/group)

**Destination:** CSU-Pomona

**Activity:** Workshops and Competitions

from 03/30/11 / TBA

to 4/3/11 / 6:00pm

(dates) / (times)

(dates) / (times)

**Rationale for Trip:** Students have been practicing all year and have competed for spots on this team.

This is an annual invitational competition that we attend through the National Restaurant Association

**Number of Students Attending:** 9

**Teachers Attending:** 1

**Parents Attending:** 3

**Student/Adult Ratio:** 3:1

**Transportation:** Private Cars

CUSD Bus

Charter Bus Name

Other: Rental Vans and ROP Van

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

### ESTIMATED EXPENSES:

**Fees \$** 500

**Substitute Costs \$** 160

**Meals \$** 300

**Lodging \$** 1,000

**Transportation \$** 1,000

**Other Costs \$**

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

**Name** iHOST

**Acct. #:** 7221

**\$** 2,500

**Name** FHA-HERO/Prostart

**Acct. #:** ASB

**\$** 500

Priscilla Burns, PVHS

01/24/11

**Requesting Party**

**Date**

**Site Principal**

**Date**



Approve/Minor



Do not Approve/Minor

or

Recommend/Major

or

Not Recommended/Major

(If transporting by bus or Charter)

**Director of Transportation**

**Date**

### IF MAJOR FIELD TRIP

**Director of Educational Services**

**Date**



Recommend



Not Recommended



Approved



Not Approved

**Board Action**

**Date**

PROPOSED AGENDA ITEM: FHA-HERO State Leadership Convention and State  
Competitive Finals

Prepared by: Priscilla Burns, PVHS

☒ Consent

Board Date February 16, 2011

☐ Information Only

☐ Discussion/Action

**Background Information**

FHA-HERO is the Career and Technical Student Organization associated with our industry sectors in HECT. We have attended this annual leadership conference with students participating as officers, active state finalists and community service competitors. This year we have approximately 30 students that will be qualifying in over 13 different events. The PVHS chapter also have 4 regional officer candidates that will be running for office. Students fund raise and goal set all year for this culminating experience.

**Educational Implications**

The conference is over a 4 day period. 2 days are on the weekend, 2 during school days. Students must be in good standing in all courses before they are allowed to attend. The conference; which is sponsored through the California Department of Education is rich with speakers, workshops, tours, activities that engage and challenge students. It is an educational event for students and staff! All students are working on presentation projects, demonstration and all required paperwork on their own time... outside of class. They are finding this to be a challenging applied academic process and are motivated to finish all their projects.

**Fiscal Implications**

Students have fund raised to attend. We already have 90% of the funds. Other funds such as Perkins can be utilized to support staff's attendance.

Please complete this form for All ASB field trips, camps, & conferences whether or not there are any expenses incurred. Please complete fill-in form on your personal computer before printing and submit to Lance Brogden or Pam Jackson.

**CHICO UNIFIED SCHOOL DISTRICT**  
1163 East Seventh Street  
Chico, CA 95928-5999  
(530) 891-3000

**FIELD TRIP REQUEST**

**TO: CUSD Board of Education**

**Date:** 01/24/11

**FROM:** Priscilla Burns

**School/Dept.:** PVHS /iHOST

**SUBJECT: Field Trip Request**

Request is for FHA-HERO State Leadership Meeting and State Competitive Finals  
(grade/class/group)

Destination: Fresno Activity: Workshops and Competitions

from 04/09/11 / 8:00 am to 4/12/11 / 6:00pm  
(dates) / (times) (dates) / (times)

Rationale for Trip: Students annually compete and qualify to attend state convention and competition  
This is an annual invitational competition that we attend through the California Department of Education  
FHA-HERO Annual State Leadership Convention

Number of Students Attending: 30 Teachers Attending: 2 Parents Attending: 2

Student/Adult Ratio: 8:1

Transportation: Private Cars \_\_\_\_\_ CUSD Bus \_\_\_\_\_ Charter Bus Name Mt. Lassen  
Other: \_\_\_\_\_

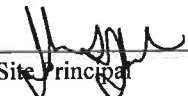
**All requests for bus or charter transportation must go through the transportation department - NO EXCEPTIONS.**

**ESTIMATED EXPENSES:**


Fees \$ \_\_\_\_\_ Substitute Costs \$ 420 Meals \$ 300  
Lodging \$ 3,000 Transportation \$ 3,000 Other Costs \$ \_\_\_\_\_

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

Name iHOST /Perkins Acct. #: 7221 \$ 4,000  
Name FHA-HERO/Prostart Acct. #: ASB \$ 3,000

Priscilla Burns, PVHS 01/24/11  
Requesting Party Date  
 1/24/11 ☒ Approve/Minor ☐ Do not Approve/Minor  
Site Principal Date or  
Recommend/Major Not Recommended/Major  
(If transporting by bus or Charter)

Director of Transportation \_\_\_\_\_ Date \_\_\_\_\_

**IF MAJOR FIELD TRIP**  
 1-25-11 ☒ Recommend ☐ Not Recommended  
Director of Educational Services Date  
☐ Approved ☐ Not Approved

Board Action \_\_\_\_\_ Date \_\_\_\_\_

**TITLE:** Field Trip Request

Action: \_\_\_\_\_

February 16, 2011

Consent:   x  

Information: \_\_\_\_\_

Prepared by: Mr. Carlisle, and Mr. McGrill 5<sup>th</sup> Grade Teachers Marigold Elem. and Mrs. Severe, Principal

### **Background Information**

Mr. Carlisle's and Mr McGrill's 5<sup>th</sup> grade classes at Marigold.. I have been on, or organized this trip for 11 years at Jay Partridge, McManus and Marigold. For many years, Katy Early, Val White, Terri Crawford and Sharon Belkofer organized this trip for each of their schools.

### **Educational Implications**

The field trip to Monterey is consistent with our educational goals and provides a unique hands-on experience for the curriculum taught in our classrooms. This is a culminating activity of our vertebrae and plant units as specified by the Chico Unified School District's science curriculum for the fifth grade.

### **Fiscal Implications**

Parents and students will fund the trip. The reasonable amount of \$80.00 for the four-day trip will also cover anticipated scholarships for students who cannot afford this amount. Through our fundraising, and donations the entire cost of the trip **has already** been met for every student going on the trip.

### **Additional Information**

The dates of the trip will be Tuesday, May 3 to Friday May 6, 2011.

Parents and the teachers will provide the transportation. All drivers will have proper district paperwork on file. I anticipate 20 to 25 parents to attend the trip. This will be a ratio of less than 3 to 1 for every adult to child. There will be 65 students going on the trip. We will be visiting Monterey Bay Aquarium, Pt. Lobos Marine Preserve, Asilimar State Beach (tide pooling), The Tech Museum in San Jose, and Discovery Kingdom.

**CHICO UNIFIED SCHOOL DISTRICT**

1163 East Seventh Street  
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9.2.8.

Page 2 of 2

**FIELD TRIP REQUEST**

**TO:** CUSD Board of Education

**Date:** 1-31-11

**FROM:** Tony Carlisle, Steve McGrill

**School/Dept.:** Marigold Elem.

**SUBJECT:** Field Trip Request

Request is for 2- 5th Grade Classes

(grade/class/group)

**Destination:** Monterey, CA

**Activity:** Environmental Education

from 5-3-11 / 6:30am @ Marigold to 5-6-11 / approx. 9:30pm @ Marigold  
(dates) / (times) (dates) / (times)

**Rationale for Trip:** The field trip to Monterey is consistant with our educational goals and provide a unique hands-on experience for the curriculum taught in our classroom. This is a culminating activity of our vertebrae and plant units as specified by the Chico Unified School District's science curriculum for the fifth grade.

**Number of Students Attending:** 20/05 **Teachers Attending:** 2 **Parents Attending:** 20-25

**Student/Adult Ratio:** 3 to 1

**Transportation:** Private Cars X CUSD Bus \_\_\_\_\_ Charter Bus Name \_\_\_\_\_  
Other: \_\_\_\_\_

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

**ESTIMATED EXPENSES:**

**Fees \$** \_\_\_\_\_ **Substitute Costs \$** \_\_\_\_\_ **Meals \$** approx. 800.00  
**Lodging \$** 110.00 **Transportation \$** 1200.00 **Other Costs \$** approx. 3000.00

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

**Name** Tony Carlisle **Acct. #:** 01-0024-0-1342-4900-200 **\$** 5200.00  
**Name** Steve McGrill **Acct. #:** 01-0024-0-1342-4900-200 **\$** \_\_\_\_\_

**Tony Carlisle, Steve McGrill**

1-31-11

**Requesting Party**

**Date**

*Rhys Sam*  
**Site Principal**

1-31-11  
**Date**



Approve/Minor



Do not Approve/Minor

or

Recommend/Major

or

Not Recommended/Major

(If transporting by bus or Charter)

**Director of Transportation**

**Date**

**IF MAJOR FIELD TRIP**

*Joan Parsly*  
**Director of Educational Services**

1-31-11  
**Date**



Recommend



Not Recommended



Approved



Not Approved

**Board Action**

**Date**

# ***Chico Unified School District***

*Educational Services – Elementary Education*  
(530) 891-3000 x137



**TITLE: Proposed Agenda Item: Field Trip Shady Creek Outdoor School**

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

Agenda Item: \_\_\_\_\_  
DATE of Board Meeting:   2-16-2011    
Page 1 OF 1

Prepared by: Larry Spini, Principal

## **Background Information**

Each year our 6<sup>th</sup> grade students have had the opportunity to attend Shady Creek Outdoor School. This is an outstanding program and an excellent experience for all those involved. My own children who have attended remember this experience as a highlight of their elementary education experience.

## **Educational Implications**

Shady Creek Outdoor School meets many of the standards in science education. Classes include forest and stream ecology, survival skills, wildlife study and environmental science.

## **Fiscal Implications**

Funds for Shady Creek Outdoor School do not impact the general funds. All monies are raised or donated.

## **Additional Information**

We appreciate your continued support of this outstanding program.

## **Recommendation**

"I recommend approval of the proposed field trip."

## CHICO UNIFIED SCHOOL DISTRICT

1163 East Seventh Street

Chico, CA 95928-5999

(530) 891-3000

9.2.9.

Page 2 of 2

## FIELD TRIP REQUEST

TO: CUSD Board of Education

Date: 1-25-2011FROM: Larry SpiniSchool/Dept.: Shasta

SUBJECT: Field Trip Request

Request is for Marigold & Shasta 6<sup>th</sup> grade classes

(grade/class/group)

Destination: Shady Creek Outdoor School Activity: Environmental Educationfrom April 26, 2011 / 8:00 am to April 29, 2011 / 12:00 pm  
(dates) / (times) (dates) / (times)Rationale for Trip: Environmental EducationNumber of Students Attending: 180 Teachers Attending: 6 Parents Attending: \_\_\_\_\_Student/Adult Ratio: 29:1Transportation: Private Cars X CUSD Bus \_\_\_\_\_ Charter Bus Name \_\_\_\_\_  
Other: \_\_\_\_\_**All requests for bus or charter transportation must go through the transportation department - NO EXCEPTIONS.**

## ESTIMATED EXPENSES:

Fees \$ 39200.00

Substitute Costs \$ \_\_\_\_\_

Meals \$ \_\_\_\_\_

Lodging \$ \_\_\_\_\_

Transportation \$ \_\_\_\_\_

Other Costs \$ \_\_\_\_\_

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

Name Shasta Acct. #: 01-0024-0-1304-4900-270 \$ 19600.00Name Marigold Acct. #: 01-0024-0-1300-4900-200 \$ 19600.00Larry Spini  
Requesting Party1-25-2011

Date

Larry Spini  
Site Principal1-25-2011

Date



Approve/Minor



Do not Approve/Minor

or

or

Recommend/Major

Not Recommended/Major

(If transporting by bus or Charter)

Director of Transportation

Date

## IF MAJOR FIELD TRIP

Jan Pardy  
Director of Educational Services1-31-11

Date



Recommend



Not Recommended



Approved



Not Approved

Board Action

Date

**PROPOSED AGENDA ITEM:** State FFA Convention in Fresno, CA (April 15-19, 2011)

**Prepared by:** Quinn Mendez

☒ Consent

**Board Date** February 16, 2011

☐ Information Only

☐ Discussion/Action

**Background Information**

The state FFA convention is the highlight of an FFA member school year. Delegates from each chapter conduct the business of the state association and elect officers to represent them during the coming year. A major part of state convention is the presentation of the state FFA degree and recognition of individual and chapter achievement in FFA career development events and awards.

**Education Implications**

Attending the state FFA convention is an honor. All members of the CHS FFA chapter may apply to attend this convention and are selected by a group of school administrators on a rubric scale. This year we will be taking 21 students along with the three ag advisors as chaperones.

The 21 students will also attend conference sessions featuring; motivational guest speakers, retiring addresses of the state officers, career show and leadership workshops thorough out the four day event.

**Fiscal Implications**

FFA Parent Boosters and ASB FFA will be paying for the convention trip and traveling expenses.

**Additional Information**



## CHICO UNIFIED SCHOOL DISTRICT

1163 East Seventh Street

Chico, CA 95928-5999

(530) 891-3000

9.2.10.

Page 2 of 2

## FIELD TRIP REQUEST

TO: CUSD Board of Education

Date: 2/1/11FROM: Ruinn MendezSchool/Dept.: CHS/Ag

SUBJECT: Field Trip Request

Request is for CHS FFA

(grade/class/group)

Destination: Fresno, CA Activity: State FFA Conventionfrom 4/15/11 / 3pm to 4/19/11 / 6pm  
(dates) / (times) (dates) / (times)Rationale for Trip: FFA Leadership Conference for all of CANumber of Students Attending: 21 Teachers Attending: 7 Parents Attending: \_\_\_\_\_Student/Adult Ratio: 21:3

Transportation: Private Cars \_\_\_\_\_ CUSD Bus \_\_\_\_\_ Charter Bus Name \_\_\_\_\_

Other: School Vans**All requests for bus or charter transportation must go through the transportation department - NO EXCEPTIONS.**

## ESTIMATED EXPENSES:

Fees \$ 2880.- Substitute Costs \$ 400.- Meals \$ \_\_\_\_\_Lodging \$ 700.- Transportation \$ 300.- Other Costs \$ \_\_\_\_\_

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

Name ASB FFA Acct. #: \_\_\_\_\_ \$ 4280.-

Name \_\_\_\_\_ Acct. #: \_\_\_\_\_ \$ \_\_\_\_\_

Requesting Party Ruinn MendezDate 2/1/11Site Principal [Signature]Date 2/9/11Approve/Minor  
or  
Recommend/MajorDo not Approve/Minor  
or  
Not Recommended/Major

(If transporting by bus or Charter)

Director of Transportation

Date

## IF MAJOR FIELD TRIP

Director of Educational Services [Signature]Date 02/10/11

Recommend



Not Recommended



Approved



Not Approved

Board Action

Date

PROPOSED AGENDA ITEM: Quarterly Report on Williams Uniform Complaints

Prepared by: Janet Brinson

☒ Consent

Board Date February 16, 2011

☐ Information Only

☐ Discussion/Action

**Background Information**

*Williams* case legislation requires a school district to use its Uniform Complaint Process to help identify and resolve any deficiencies related to instructional materials, teacher vacancy or misassignment and emergency or urgent facilities conditions that pose a threat to the health and safety of the pupils or staff. Complaint process information is posted at each school site. Complaint forms are available upon request.

**Educational Implications**

Reports are required to be submitted to the board for review. Once the report is approved, it is sent to the County Office of Education.

**Fiscal Implications**

None

**VALENZUELA/CAHSEE Lawsuit Settlement**  
**QUARTERLY REPORT on *Williams* Uniform Complaints**  
**2009-2010 FISCAL YEAR**  
 [Education Code § 35186(d)]

District: Chico Unified School District

Person completing this form: Janet Brinson

Title: Director

Quarterly Report Submission Date:  
(check one)

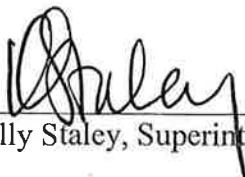
- ☐ April 2011  
☐ July 2011  
☐ October 2011  
☒ January 2011

Date for information to be reported publicly at governing board meeting: February 16, 2011

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Misassignments or Vacancies			
Facilities Conditions			
CAHSEE Intensive Instruction and Services			
<b>TOTALS</b>			

  
 Kelly Staley, Superintendent

1-31-11  
 Date

PROPOSED AGENDA ITEM: The Single Plan for Student Achievement

Prepared by: Janet Brinson

☒ Consent

Board Date February 16, 2011

☐ Information Only

☐ Discussion/Action

### **Background Information**

Schools that receive state and federal categorical funding are required to prepare a *Single Plan for Student Achievement* (SPSA). The SPSA is a blueprint to improve the academic performance of all students to the level of performance goals included in the Academic Performance Index (API) and the Adequate Yearly Progress (AYP) measures.

### **Educational Implications**

The purpose of the SPSA is to coordinate all educational services at the school. The SPSA shall, at a minimum, address how funds provided to the school through categorical funding sources will be used to improve the academic performance of all pupils to the level of the performance goals, as established by the API and AYP. The SPSA must integrate the purposes and requirements of all state and federal categorical programs in which the school participates.

The SPSA serves as the organizer for an individual school's improvement process. The plan should be developed with a deeper understanding of root causes of student academic challenges and identify and implement research-based instructional strategies to raise the achievement of students who are not yet proficient at state standards.

### **Fiscal Implications**

All expenditures of categorical program funds have been described and budgeted in each school's SPSA. These plans have been presented and approved by the respective School Site Council.

PROPOSED AGENDA ITEM: ELD Program Consulting Services

Prepared by: Janet Brinson

☒ Consent

Board Date February 16, 2011

☐ Information Only

☐ Discussion/Action

### **Background Information**

Several advances have been made during the summer and fall of 2010 with respect to improving ELD instruction at five key elementary program improvement sites. Key teachers and ELD specialists have participated in an on-going series of professional development sessions running from the fall into spring.

### **Educational Implications**

To extend the work beyond this group and to build site-level capacity, this agreement is designed to provide a support services package in order to equip each site with a workable ELD program design structure and prepared teachers. There is also a component designed for site leaders to keep them fully informed and engaged in best practices for English Learners.

### **Fiscal Implications**

There is no impact to the general fund. All expenses will be paid out of site Title I funds for professional development.

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:** Kevin Clark Consulting and Training  
**Street Address/POB:** 772 Omaha Avenue, Suite C  
**City, State, Zip Code:** Clovis, CA 93619  
**Phone:** (559) 299-5855  
**Taxpayer ID/SSN:**

This agreement will be in effect from: 02/01/11 to 06/30/11

**Location(s) of Services:** (site) Chapman, Citrus, McManus, Parkview & Rosedale Elementary

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

Work with site leaders to craft an effective ELD program design; provide on-site seminar training to ELD teachers; in class coaching and corrective feedback; training program for site leaders in monitoring ELD programs and on-going technical assistance as needed for a total of 35 on-site consultant days.

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

To raise EL students' proficiency scores on the CELDT exam up one proficiency level.

To move "fossilized intermediate" students from EL to redesignated fluent English proficient.

(Supports; LEA, Title I and Title III plans)

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

- 1) Title I Professional Development  
2)  
3)

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

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	3011	0	1110	1000	5800	14	670
2)							5800	14	
3)							5800	14	

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

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

\$ 54,000.00 Per Unit, times 1.00 # Units = \$ 54,000.00 Total for Services

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

9. **Additional Expenses:**

\$  
\$  
\$

Total for  
0.00 Addit'l Expenses

\$ 54,000.00 Grand Total

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

(to be completed by Business Services)

# **CONSULTANT TERMS AND CONDITIONS**

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

Business Services Use Only	
CA#	_____
V#	_____

Consultant Name: **Kevin Clark Consulting and Training**

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
- 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.
- 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.

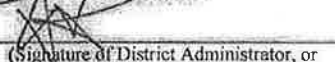
## **11. AGREED TO AND ACCEPTED: (If determined to be a Contract Employee, a payroll check will be issued with applicable taxes withheld.)**

 (Signature of Consultant)	<b>Kevin Clark</b> (Print Name)	<u>1/21/11</u> (Date)
---	------------------------------------	--------------------------

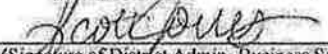
## **12. RECOMMENDED:**

 (Signature of Originating Administrator)	<b>Janet Brinson, Director</b> (Print Name)	<u>2/8/11</u> (Date)
---	--	-------------------------

## **13. APPROVED:**

 (Signature of District Administrator, or Director of Categorical Programs)	<b>Dave Scott, Director</b> (Print Name)	<u>02/08/11</u> (Date)
---	---	---------------------------

## **APPROVED:**

 (Signature of District Admin.-Business Services)	<input checked="" type="checkbox"/> Consultant <input type="checkbox"/> Contract Employee <b>Scott Jones, Director, Fiscal Services</b> (Print Name)	<u>2/10/11</u> (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:

Warrant Authorization

---

Prepared by: Scott Jones, Director-Fiscal Services

---

☒ Consent

Board Date 2/16/11

---

☐ Information Only

☐ Discussion/Action

Background Information

Warrants in the amount of \$1,245,274.72 for the period of January 12th through February 8th 2011 have been reviewed and are ready for Board approval.

Educational Implications

Services and supplies are acquired by the district in support of the district's goals.

Fiscal Implications

The issuing of warrants affects all accounts and funds in the district and is supported by the district's approved budget.



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

February 16, 2011  
Accounts Payable Warrants

FUND #:	FUND DESCRIPTION:	WARRANT #'S:	AMOUNT
01	General Fund	373121-373248	\$451,856.83
01	General Fund	373328-373516	\$477,661.08
13	Nutrition Services	373262-373280	\$104,463.92
13	Nutrition Services	373517	\$35.00
14	Deferred Maintenance	373249	\$2,062.55
24	Bldg Fund Measure A	373518-373519	\$1,344.87
27	1998 SRB (2008 Sale P&I)	373250-373258	\$93,564.19
27	1998 SRB (2008 Sale P&I)	373520-373526	\$35,133.99
35	County School Facilities Fund	373527-373530	\$48,228.84
35	County School Facilities Fund	373259	\$782.75
42	Special Reserve RDA City Pass Through	373531-373533	\$30,140.70
<b>TOTAL WARRANTS TO BE APPROVED:</b>			<b>\$1,245,274.72</b>

CC Maureen Fitzgerald, Assistant Superintendent, Business Services

CC Scott Jones, Director of Fiscal Services

PROPOSED AGENDA ITEM: Monthly Enrollment (5th School Month)

Prepared by: Maureen Fitzgerald, Assistant Superintendent, Business Services

☒ Consent

Board Date February 16, 2011

☐ Information

☐ Discussion/Action

**Background Information:**

On February 20, 2008 the Board received the Fiscal Recovery Plan as prepared by Sheila Vickers, fiscal advisor to the district. The plan recommended that the Board receive monthly updates of enrollment and ADA.

**Education Implications:**

Monitoring of enrollment is critical to ensuring that classes are of the appropriate size and configuration, ensuring that instructional opportunities are provided for all students.

**Fiscal Implications/Analysis of Attached Reports:**

**Enrollment:**

Through December 17 2010 there were 11,841 students which included 269 for Inspire Charter.

Chico Unified School District  
Central Attendance Office

2010-11  
Total Monthly Enrollment By School

	-----SCHOOL MONTH-----										
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th
	Aug 27	Sept 24	Oct 22	Nov 19	Dec 17	Jan 28	Feb 25	Mar 25	Apr 22	May 20	May 26
Chapman	326	326	332	324	321						
Citrus	385	398	394	387	385						
Emma Wilson	657	665	661	660	655						
Hooker Oak K-6	342	338	338	342	339						
John McManus	626	615	613	612	608						
Little Chico Crk	558	562	559	559	551						
Marigold	556	560	556	549	548						
Neal Dow	436	434	434	428	425						
Parkview	249	245	244	243	242						
Rosedale	534	533	532	532	531						
Shasta	666	668	674	676	672						
Sierra View	590	595	592	594	594						
Oakdale	14	17	18	21	19						
Loma Vista K-6	12	12	12	12	11						
<b>SUBTOTAL K-6</b>	<b>5951</b>	<b>5968</b>	<b>5959</b>	<b>5939</b>	<b>5901</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Hooker Oak 7-8	13	13	14	14	13						
BJHS	666	663	661	660	652						
CJHS	558	562	563	561	559						
MJHS	576	574	575	571	562						
CSHS	1818	1815	1791	1782	1718						
PVSHS	1999	1970	1949	1941	1893						
Inspire High School	263	270	274	272	269						
Fair View	236	230	241	240	192						
CAL	54	21	21	21	14						
AFC	53	97	85	93	57						
Loma Vista 7-12	13	12	12	11	11						
<b>SUBTOTAL 7-12</b>	<b>6249</b>	<b>6227</b>	<b>6186</b>	<b>6166</b>	<b>5940</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>CURRENT YEAR</b>	<b>12200</b>	<b>12195</b>	<b>12145</b>	<b>12105</b>	<b>11841</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>PRIOR YEAR</b>	<b>12324</b>	<b>12318</b>	<b>12310</b>	<b>12267</b>	<b>12082</b>	<b>12209</b>	<b>12192</b>	<b>12098</b>	<b>12118</b>	<b>12141</b>	<b>12108</b>
<b>DIFFERENCE</b>	<b>-124</b>	<b>-123</b>	<b>-165</b>	<b>-162</b>	<b>-241</b>						

New School	Chapman	Citrus	EWE	Hooker Oak	McManus LCC	Marigold	Neal Dow	Parkview	Rosedale	Shasta SV	BjHS	CJHS	MJHS	CHS	PV	FV	AFC	CAL	Oakdale	Totals
Chico Christian						1						1								2
CORE					1			1												2
Chico Country Day										1										1
Inspire															1					1
Forest Ranch Charter																				0
Hearthstone																				0
Oroville		1					1			2		1								5
Paradise												1		4			1		2	8
Blue Oak			2																	2
Notre Dame						1														0
King's Christian																				0
PV Baptist															1					1
Other CUSD School			1	1		4	2				8	5	4	3	7	1	17		1	59
Four Winds	1				4	1														1
Rose Scott																				
Montessori			1																	
Gridley																				0
Orland										1										1
Yuba City																				0
Biggs																				0
Willows																				0
Home School										1										1
Other CA School	1	4	3				1	3		3	1		3		1					27
Out of State	1	3	3		2	3					2				1			1		13
Home - Too Young for K																				0
Mexico															1					1
Marysville																				0
Red Bluff																				0
Redding																				0
Graduated															4	8				12
Drop Out/Unknown																	2			2
Hospitalized																				0
Deceased																				0
																				78

**TITLE: Notice of Completion – Williams Theater Addition  
at the Chico Senior High School**

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

February 16, 2011

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

**Background information**

This construction of this project was approved by the Board of Education on May 12, 2010 and has been successfully completed as of December 21, 2010.

**Educational Implications**

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

**Fiscal Implications**

This project was funded with a Career Technical Education Facilities Grant and Measure A bond matching funds.

**Additional Information**

The filing of a Notice of Completion (NOC) begins a thirty-five day lien period during which unpaid subcontractors, suppliers and other vendors can file a mechanics lien.

**Recommendation**

It is requested that the Board of Education authorize the Assistant Superintendent, Business Services to approve and execute the Notice of Completion for the Williams Theater Addition at the Chico Senior High School.

WHEN RECORDED MAIL TO:

Maureen Fitzgerald  
Assistant Superintendent, Business Services  
Chico Unified School District  
1163 East Seventh Street  
Chico, California 95928-5999

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

DSA FILE NO. 4-H2  
DSA APPL NO. 02-110465  
PROJECT NO. 28034

**NOTICE OF COMPLETION**

1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.
2. The FULL NAME of the OWNER is **CHICO UNIFIED SCHOOL DISTRICT.**
3. The FULL ADDRESS of the OWNER is **1163 EAST SEVENTH STREET, CHICO, CALIFORNIA, 95928-5999.**
4. The NATURE OF THE INTEREST or ESTATE of the undersigned is : **IN FEE**
5. A work of improvement on the property hereinafter described was COMPLETED on **December 21, 2010** and accepted by the Chico Unified School District on **February 16, 2011.**
6. The work of improvement completed is described as follows: **FURNISHING OF ALL LABOR, MATERIALS AND SERVICES FOR THE WILLIAMS THEATER ADDITION AT THE CHICO SENIOR HIGH SCHOOL FOR THE CHICO UNIFIED SCHOOL DISTRICT, CHICO, BUTTE COUNTY, CALIFORNIA.**
7. The NAME OF THE ORIGINAL CONTRACTOR for such work of improvement is **Modern Building, Inc., P.O. Box 772, Chico, CA 95927.**
8. The street address of said property is:

**CHICO SENIOR HIGH SCHOOL – 901 The Esplanade, Chico, CA 95926**

9. The property on which said improvement was completed in the **CITY OF CHICO, COUNTY OF BUTTE, STATE OF CALIFORNIA**, and described as follows:

**ASSESSORS PARCEL NUMBERS: 003-140-001**

Date: \_\_\_\_\_ Signature of Owner or agent of owner \_\_\_\_\_  
Maureen Fitzgerald, Assistant Superintendent  
Business Services

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

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

\_\_\_\_\_  
Maureen Fitzgerald, Assistant Superintendent  
Business Services

**TITLE: Civil Engineering Services for proposed sanitary sewer facilities at Shasta Elementary School**

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

Agenda Item  
February 16, 2011  
Page 1 of 7

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

**Background information**

One of the areas which is expected to experience residential growth within Chico Unified School District is Northwest Chico. Infrastructure improvements are currently being planned and constructed which will help meet the needs of this growth. Improvements are scheduled to occur this summer around Shasta School which will include a new signal at the intersection of the Esplanade and Leora Court, a new sewer trunk line which will run down Leora Court and a new storm drain line.

In the past the District has worked closely with the City of Chico to make sure that any improvements which are occurring in the area are designed including CUSD's needs. Shasta is currently on a septic system. In addition, the storm drain system utilizes leach trenches. The work scheduled to occur this summer provides the opportunity to tie these systems into a permanent system. The redesign of these systems will free up the area on the southwest corner of the campus. We are looking at working with the City of Chico to make some modifications to the parking lot and drop off area on the Southwest corner of the campus. We have partnered with the City on this type of project before, most recently at Parkview with the 8<sup>th</sup> Street project.

Rolls Anderson & Rolls is providing the civil design services to the developer who will be doing the sewer, storm drainage and associated street improvements.

**Educational Implications**

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

**Fiscal Implications**

The source of funding for these services is Redevelopment Fund 42.

**Recommendation**

It is requested that the Board of Education authorize the Assistant Superintendent, Business Services to execute a consultant agreement with Rolls Anderson & Rolls for a fee of \$11,300.00.

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: Rolls Anderson & Rolls  
Street Address/POB: 115 Yellowstone Drive  
City, State, Zip Code: Chico, CA 95973-5811  
Phone: 530-895-1422  
Taxpayer ID/SSN: 942197121

This agreement will be in effect from: 02/17/11 to 06/30/11

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

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

Provide CUSD with Civil Engineering services for proposed sanitary sewer facilities as Shasta Elementary School  
See attached.

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

See attached.

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

- 1) Fund 42 - Redevelopment  
2)  
3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	42	0000	0	0000	8100	5800	14	510
2)							5800	14	
3)							5800	14	

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

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

\$ 11,300.00 Per Unit, times 1.00 # Units = \$ 11,300.00 Total for Services

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

9. Additional Expenses:

\$  
\$  
\$

Total for  
0.00 Addit'l Expenses

\$ 11,300.00 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: **Rolls Anderson & Rolls**

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] Michael S. Byrd for William Dinsmore 2/7/11  
(Signature of Consultant) (Print Name) (Date)

12. **RECOMMENDED:**

[Signature] Michael Weissenborn 2/8/11  
(Signature of Originating Administrator) (Print Name) (Date)

13. **APPROVED:**

[Signature] Maureen Fitzgerald 2-8-11  
(Signature of District Administrator, or Director of Categorical Programs) (Print Name) (Date)

APPROVED:

☒ Consultant ☐ Contract Employee

[Signature] Scott Jones Director, Fiscal Services 2/10/11  
(Signature of District Admin.-Business Services) (Print Name) (Date)

14. **Authorization for Payment:**

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

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

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

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

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

115 YELLOWSTONE DRIVE • CHICO, CALIFORNIA 95973-5811 • TELEPHONE 530-895-1422 • FAX 530-895-1409



February 7, 2011

Mr. Michael Weissenborn  
Facilities Planning  
Chico Unified School District  
2455 Carmichael Drive  
Chico, CA 95928

**SUBJECT: ENGINEERING PROPOSAL  
TASKS AT SHASTA ELEMENTARY SCHOOL**

Dear Mike:

As per our previous discussions, please consider this letter as our proposal to provide Chico Unified School District (CUSD) with Civil Engineering services to complete the following tasks with the shown estimated costs:

Task No. 1 shall include review of all existing records and a detailed topographic survey to prepare potential alternatives for connection of Shasta School sanitary sewer facilities to the proposed new sewer main to be extended easterly on Leora Court. The alternatives shall include: a) leaving the existing small pump station in service and providing one sewer lateral to serve the site with abandonment of septic tanks and b) removing the pump station from service and providing two sewer laterals to serve the site with abandonment of septic tanks and the pump station.

This task will also include preliminary cost estimates for both alternatives and preparation of necessary improvement plans after the selection of the preferred alternative by CUSD, with a detailed construction cost estimate. Rolls, Anderson & Rolls will also help CUSD with necessary work to submit a sanitary sewer service application to the City of Chico.

Total of Engineering Costs: \$5,800.00

Task No. 2 shall include a detailed topographic survey at and around the existing parent drop-off and parking area which adjoins the Esplanade and provide construction plans for an expanded drop-off and parking area with connection of necessary drainage facilities to the Esplanade, City of Chico drainage system. This task will also include necessary meetings with CUSD representatives for evaluation and determination of the most effective layout for a new drop-off area and compatibility with existing Shasta School facilities.

Total of Engineering Costs: \$5,500.00


February 7, 2011  
Mr. Michael Weissenborn  
Page 2

This proposal is specific to the outlined and proposed tasks. We are not proposing to include any soils studies or testing, water, electric, gas or telecommunication utilities design, onsite potholing, or environmental studies of any kind. We are not including in this proposal, payment of any fees including title company fees, checking and inspection fees or any other fees.

Should you have any questions or comments, please don't hesitate to call and discuss them. Thanks for considering Rolls, Anderson & Rolls to provide your engineering services. We look forward to working with you at Shasta Elementary School.

Sincerely,

ROLLS, ANDERSON & ROLLS

A handwritten signature in cursive script, appearing to read "William Dinsmore for".

William Dinsmore

**TITLE: Architectural Services Agreement for Inspire School of Arts and Sciences Phase I Campus and Future MPR Design**

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

Agenda Item  
February 16, 2011  
Page 1 of 30

Prepared by: Michael Weissenborn, Facilities Planner/Construction Manager

### **Background information**

On January 5, 2011, NTD Architects presented a study summarizing the facilities requirements for Inspire's educational program and a conceptual plan to house Inspire on the Chapman Elementary School campus. The Board of Education directed staff to explore all other appropriate facilities options and report back with a recommendation to house Inspire.

On February 2, 2011, NTD Architects presented the facility option analysis and a series of potential design solutions including preliminary budget estimates for locating Inspire School of Arts and Sciences on the Chapman Elementary School campus. The Board directed Staff to move ahead with the development of plans to implement Phase I which consists of the reutilization of buildings at Chapman and the placement of relocatable classrooms on the campus. The Board also directed Staff to proceed with the development of plans for a Multi-Purpose Room which would be constructed at a point in time when additional funds become available.

### **Educational Implications**

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

### **Fiscal Implications**

The source of funding for the relocation of Inspire School of Arts and Sciences will be one of the Capital Funds either Measure A bond funds or developer fees.

### **Recommendation**

It is requested that the Board of Education grant authorization to the Superintendent or her designee to enter into the Architectural Services Agreement with NTD Architects to complete the design phase for the project as recommended by Staff.

**AGREEMENT  
FOR  
ARCHITECTURAL SERVICES  
FOR**

**INSPIRE SCHOOL OF ARTS AND SCIENCES  
PHASE I CAMPUS & FUTURE MPR DESIGN**

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

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### AGREEMENT FOR ARCHITECTURAL SERVICES

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

- A. District proposes to undertake the construction of the Inspire School of Arts and Sciences Phase I Campus & Future MPR Design that requires the services of a duly qualified and licensed architect.
- B. Architect(s) represent(s) that Architect(s) is/are licensed to provide architectural/engineering services in the State of California and is/are qualified to provide the services required by the District, the design and construction administration of public school(s).
- C. The parties have negotiated the terms pursuant to which Architect will provide such services and reduced such terms to writing by this Agreement.

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

#### 1. DEFINITIONS

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

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

## 2. EMPLOYMENT OF ARCHITECT

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

## 3. DESCRIPTION OF PROJECT

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

Phase I: Architectural design services for the modification of existing facilities and location/relocation of relocatable classrooms to house Inspire School of Arts and Sciences on the Chapman Elementary School campus at 1071 East 16<sup>th</sup> Street, Chico CA.

Phase II: Architectural design services for a new Multi-Purpose building for the Inspire School of Arts and Sciences to be located at the Chapman Elementary School campus at 1071 East 16<sup>th</sup> Street, Chico CA.



**4. COMPENSATION**

**4.1. Basic Services.**

- 4.1.1. For all "Basic Services" as defined in Articles 2 and 5 of this Agreement, compensation shall be calculated pursuant to Exhibit A-1, and shall be paid pursuant to the following schedule:

Upon Completion of:

Schematic Design	10% of Total Basic Compensation
Design Development Phase	15% of Total Basic Compensation
Construction Documents Phase	45% of Total Basic Compensation
DSA Plan Check	5% of Total Basic Compensation
Bidding Phase	5% of Total Basic Compensation
<u>Construction Phase</u>	20% of Total Basic Compensation
TOTAL BASIC COMPENSATION	

- 4.1.2. Fees for Architect services shall be billed monthly and in proportion to the work completed within each phase.
- 4.1.2.2. The District may elect to split the project into multiple phases. The architect's fee formula shall be applied to each of these phases separately as if they were individual projects. The District recognizes that the decision to split the project into multiple phases is best made before the Construction Documentation Phase begins. Should the direction to split the project into phases be made after the Construction Document Phase has begun, the work required to modify completed documents will be treated as an Additional Service.
- 4.2. Additional services.**
- 4.2.1. Under no circumstances shall Architect receive compensation for Additional Services absent prior, written District approval. For all "Additional Services," as defined in Articles 2 and 6 of this Agreement, compensation shall be a fee to be agreed upon by the parties in writing prior to performance of such services by Architect. Unless expressly stated in the written authorization to proceed with the additional services, the fee for such additional services shall be an amount computed by multiplying the hours worked by Architect's staff by their standard billing rates as attached in Exhibit "A-2," or as otherwise specifically approved in advance by District.
- 4.2.2. Architect shall keep complete records showing all hours worked and all costs and charges applicable to work not covered by the basic fee. Architect will be responsible for Architect's consultants keeping similar records. District shall be given reasonable access to those records for audit purposes.

- 4.3. Reimbursable Expenses.
- 4.3.1. Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project for the expenses listed below. Expenses must be approved by the District in writing prior to incurring same.
- 4.3.1.1. Expense of reproductions, postage and handling of drawings, specifications and other documents (excluding reproductions for the office use of the Architect and the Architect's consultants) shall be at the rates described in Exhibit A-2 "Architect's Schedule of Hourly Rates and Charges."
- 4.3.1.2. Expense of data processing and photographic production techniques when used in connection with Additional Services.
- 4.3.2. Expense of additional renderings beyond the renderings agreed to in Section 5, model and/or mock-ups requested by the District.
- 4.4. Payment for all Additional Services and for all Reimbursable Expenses incurred in connection with either Basic or Additional Services shall be made on monthly basis upon approval by the District of the Architect's statement of services rendered and expenses incurred. Invoices or other documentation to establish the validity of all reimbursable expenses shall be a prerequisite to District payment of such expenses. Reimbursements shall be paid in accordance with Exhibit A-2, "Architect's Schedule of Hourly Rates and Charges."
- 4.5. Each payment to Architect shall be made in the usual course of District business after presentation by Architect of a claim approved by District's authorized representative designating the services performed, the method of computation of the amount payable, and the amount payable. District shall pay approved invoices within Thirty (30) days after proper submission by Architect.
- 4.6. The Architect's compensation shall be paid at the time and in the amount noted notwithstanding a delay in completion of the project or reduction of final construction cost by reason of penalties, liquidated damages, or other amounts withheld from the Contractor.
- 4.7. Should District cancel the Project pursuant to Article 12 of this Agreement at any time during the performance of this Agreement, Architect shall, upon notice of such cancellation, immediately cease all work under this Agreement. In such event, Architect's total fee for all services performed shall be computed so as to cover services actually and satisfactorily performed to the date of such notice and shall include compensation only for services within the phase of performance at which Architect's work stopped, proportionate to the degree of completion of Architect's work on such phase.

**5. BASIC SERVICES TO BE RENDERED BY ARCHITECT**

**5.1. General.**

- 5.1.1. The Architect's Basic Services consist of the architectural, mechanical, structural, electrical, and other miscellaneous design services required to complete the Project.
- 5.1.2. The Architect shall provide statements of probable construction cost described more fully hereinafter at each phase of his services, also as defined hereinafter. If such statements are in excess of the project budget, the Architect shall modify the proposed type, or quality of construction to come within the budgeted limit in consultation with District. Notwithstanding any other language in this Agreement, any statements of probable construction cost prepared by the Architect represent the Architect's judgment as a design professional familiar with the construction industry. It is understood that the Architect has no control over market, bidding and negotiation conditions and, therefore, cannot and does not warrant or represent that actual costs will not exceed any estimates.
- 5.1.3. Whenever the Architect's services include the presentation to the District of a Statement of Probable Construction Cost, the Architect shall not include any contingency for change orders caused by errors or omissions in the final construction documents.
- 5.1.4. At the District's request, the Architect and Architect's consultants shall cooperate with District and the District's consultants in verifying that Architect's plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructible and otherwise comply with the Contract Documents.
- 5.1.5. The Architect shall assist the District and its consultants in applying for funding for the Project from the State Allocation Board. Architect shall be responsible for all submittals required of the Architect by DSA, OPSC and CDE in connection therewith.
- 5.1.6. The Architect shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the Project for approval by the District.
- 5.1.7. The Architect will review the budgeted amount of the project with the District and establish a tentative project construction cost subject to later revision.
- 5.1.8. The Architect shall provide artist's renderings of prospective designs for the Project as determined by the District.

**5.2. Consultants.**

- 5.2.1. Architect's Consultants. The Architect shall employ or retain at Architect's own expense, engineers and other consultants necessary to Architect's performances of this

Agreement and licensed to practice in their respective professions in the State of California. Engineers and consultants employed by Architect for this Project shall be approved by District prior to their commencement of work. The Architect's consultants shall be employed to provide assistance during all aspects of the Project and will include, in addition to design services: review of schedules, shop drawings, samples, submittals, and requests for information. The Architect's consultants shall also make periodic reviews and evaluations of the site to determine general conformance with the Project design and specifications and shall participate in the final Project reviews and development of any "punch list" items.

5.2.2. District's Consultants. The Architect and Architect's consultants shall confer and cooperate with consultants employed by District.

5.3. Schematic Design Phase.

5.3.1. The Architect shall review all information concerning the Project delivered or communicated by the District to the Architect to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the District.

5.3.2. The Architect shall provide a preliminary evaluation of the District's Project, schedule and construction budget requirements, each in terms of the other.

5.3.3. The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project.

5.3.4. The Architect shall submit to the District a preliminary statement of probable costs based on current area, volume and other unit costs.

5.3.5. Based on a mutual understanding of the District's requirements, the Architect shall prepare for the District's approval, Schematic Design Documents, which include but are not limited to: schematic design studies; site utilization plans; a description of the Project showing, among other things, the scale and relationship of the components of the Project; preparation of a written statement of probable costs and a written time schedule for the performance of the work that itemize constraints and critical path issues. Architect shall revise the written statement of probable costs and written time schedule for the performance of work as necessary to address changed conditions or start dates.

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

5.4. Design Development Phase.

- 5.4.1. Following District's approval of the Schematic Design Documents and statement of probable costs, Architect shall provide necessary architectural and engineering services required by this agreement to prepare Design Development Documents fixing and describing the size and character of the Project and shall include, but are not limited to: site and floor plans, elevations and other approved drawings and shall outline the specifications of the entire Project as to kind and quality of materials, categories of proposed work such as architectural, structural, mechanical and electrical systems, types of structures and all such other work as may be required.
- 5.4.2. The Architect shall prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from CDE, DSA, OPSC (if applicable), the State Fire Marshall, and other agencies exercising jurisdiction over the Project. Architect shall also be responsible for the preparation and submission of any related applications, notices or certificates to public agencies. Architect shall provide a copy of all such documents to the District. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.
- 5.4.3. The Architect shall advise the District of any adjustments to the preliminary statement of probable costs based on current area, volume and other unit costs.
- 5.4.4. Architect, assisted by District's consultants, shall identify areas of construction for which unit pricing shall be required as part of the contractor's bid.
- 5.4.5. Architect shall provide, at no expense to the District, five sets of preliminary plans for the review and approval of the District and one set for each public agency having approval authority over such plans. Said plans shall be provided in the appropriate electronic format as designated by District.

5.5. Construction Documents Phase.

- 5.5.1. Following the District's approval of the Design Development Documents and any adjustments of the construction budget, the Architect shall prepare for the approval of District, Construction Documents consisting of working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes, colors, and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work.
  - 5.5.1.1. The Architect shall provide the District with draft copies of the Construction Documents at 50% and 90% stages of completion. District shall review and comment upon the draft copies of the Construction Documents in a timely fashion.

- 5.5.2. The Architect shall prepare all bid documents during the Construction Documents Phase of the Project, and forward them to the District for approval prior to their use.
- 5.5.3. The Architect shall submit the Construction Documents to DSA for plan check, and make the necessary corrections to secure DSA approval.
- 5.5.4. The Architect shall give the District, at the time of DSA approval of the final form of the construction documents, Architect's final statement of probable costs based on the then current OPSC approved or OPSC recognized building cost index. The District shall review such documents and, unless this Agreement is terminated in accordance with the provisions of Article 12, below, set a date for the opening of bids.
- 5.6. Bidding and Negotiations Phase.
  - 5.6.1. Following State and District's approval of Construction Documents and District's acceptance of the Architect's final statement of probable costs, Architect shall reproduce the Construction Documents in the number requested by the District and distribute the Construction Documents among interested contractors. Architect shall also direct the obtaining of bids, and shall assist the District in evaluating contract proposals or bids and substitutions proposed by contractors, and in awarding the Contract for Construction.
  - 5.6.2. The Architect's statement of probable costs at the time of DSA approval of the construction documents shall be current as of that date. Should bids be received more than ninety (90) days after the date of that statement, the Architect's statement shall be escalated by the cost-of-construction in the then current OPSC approved or OPSC recognized building cost index.
  - 5.6.3. Should the lowest bid received exceed Architect's final statement of probable costs (or amount adjusted according to the then current OPSC approved or OPSC recognized building cost index), as accepted by District by more than ten percent (10%), the Architect shall, on request by District and as part of the Architect's Basic Services, make such changes in the plans and specifications as shall be necessary to bring new bids within ten percent (10%) of such final statement of probable construction costs. Such changes in plans and specifications are Architect's only obligation in this regard. In making such changes, Architect will exercise the Architect's professional judgment in determining the balance between the size of the Project, the type of construction, and the quality of the construction to achieve a satisfactory project within ten percent (10%) of Architect's statement of probable costs. The Architect may include in the construction documents one or more additive or deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory project within ten percent (10%) of the Architect's estimate.

- 5.6.4. The Architect shall review the qualifications of all bidders for the construction of the Project, and shall make recommendations to the District as to whether, in the Architect's professional opinion, a bidder meets the minimum professional requirements to allow the contractor to bid on the Project. The Architect shall not be liable for recommendations made in good faith.
- 5.7. Construction Phase.
- 5.7.1. The construction phase shall begin on the date of the official Notice to Proceed and, solely for purposes of payment of the Architect, shall be deemed substantially complete upon District's approval of Architect's final certificate for payment to the contractor, provided that such certification and payment shall not constitute an admission that the Project has been completed in accordance with Contract Documents or in conformance with this Agreement by Architect. Except as provided elsewhere, Construction phase services provided by Architect after the Project completion date established in the Construction Contract, including any extensions of time granted the Contractor, are additional services provided the delays in completing the work are beyond the control of the Architect.
- 5.7.2. The Architect shall advise, consult with, and serve as the District's representative in the general administration of the Contract for Construction and in District's dealings with the Contractor; however, the Architect will have authority to act on behalf of the District only to the extent provided in the Contract Documents.
- 5.7.3. The Architect shall provide technical direction to a full time Project Inspector contracted by and responsible to the District.
- 5.7.4. The Architect will endeavor to secure compliance by contractors with the contract requirements, but Architect he does not guarantee the performance of their contracts.
- 5.7.5. The Architect, as part of his basic professional services, will provide advice to the District on apparent deficiencies in construction following the acceptance of the work and prior to the expiration of the one-year General Construction Contract guarantee period of the project.
- 5.7.6. Communication Procedures.
- 5.7.6.1. The Architect will serve as the District's representative continuously during construction and until final payment. The Architect shall be the District's designated representative regarding all design issues.
- 5.7.6.2. The Architect shall copy the District on all correspondence that it sends to the Contractor.
- 5.7.7. The Architect shall provide direction to District's Project Inspector as to the interpretation of Contract and Construction Documents.

- 5.7.8. The District shall require the Contractor to prepare an accurate set of drawings indicating dimensions and locations of buried utility lines (showing as-built dimensions) and any changes or deviations in the work described in the Construction Documents, which shall be forwarded to the District upon completion of the Project. While Architect cannot guarantee precise accuracy of such drawings, Architect shall exercise reasonable care in reviewing such drawings to determine their general compliance with the contract documents. In the event that the Architect, consistent with standards of due care, becomes aware of non-conformity with field conditions, Architect shall have a duty to notify the District immediately in writing.
- 5.7.9. The Architect shall require the contractor to prepare and submit any notifications regarding excavation in areas which are known or suspected to contain subsurface installations pursuant to Government Code section 4216, *et seq.* and provide a copy of all such notifications to the District.
- 5.7.10. The Architect shall, at all times, have access to the Project wherever it is in preparation and progress. The Contractor shall provide facilities for such access so that the Architect may perform its functions under the Contract Documents.
- 5.7.11. In the discharge of its duties of observation and interpretation, the Architect shall advise the Contractor of its contractual obligation to comply with the Construction Documents, and shall endeavor to guard the District against defects and deficiencies in the work of the Contractor. The Architect shall advise and consult with the District concerning the Contractor's compliance with the Construction Documents and shall assist the District in securing the Contractor's compliance. The Architect shall visit the site, both as the Architect deems necessary and as requested by the District, to maintain familiarity with the quality and progress of the Project, to determine that the Contractor's work substantially complies with all documents, drawings, plans and specifications and that the Project is progressing in substantial accordance with the Construction Documents. Such observations are to be distinguished from the continuous inspection provided by the Project Inspector.
- 5.7.12. The Architect shall notify the District promptly of any discovered significant defects in materials, equipment or workmanship, and of any discovered default by any Contractor in the orderly and timely prosecution of the Project of which it becomes aware during the Construction Phase.
- 5.7.13. The Architect shall review and take other appropriate action upon all schedules, shop drawings, samples and other submissions of the Contractor to determine general conformance with the Project design and specifications as set forth in the Construction Documents. The Architect will have the authority to reject work and materials which do not conform to the Construction Documents. The Architect's approval of a specific item shall not be an approval of an assembly of which the item is a component. Whenever, in the Architect's reasonable judgment, it is considered necessary or advisable for the implementation of the intent of the Construction Documents, the



Architect will have authority to require special inspection or testing of the work or materials in accordance with the Construction Documents whether or not such work or materials be then fabricated, installed or completed. The Architect will also have authority to approve substitution of materials or equipment when, in the Architect's reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Construction Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness so as to cause no delay, and in no case longer than fourteen (14) days.

- 5.7.14. The Architect shall require any Contractor to provide assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation by appropriate language to be included in the bid documents, as agreed upon by Architect and the District.
- 5.7.15. The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with the work. The Architect shall not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees or of any other persons performing portions of the Project not employed or hired by the Architect.
- 5.7.16. The Architect shall prepare written monthly reports to the District regarding the progress of work during all pre-construction phases. During the Construction Phase, the Architect shall prepare written reports for each regularly scheduled meeting of the Governing Board and shall give oral reports to District staff before or after each site meeting. The Architect shall also make such regular reports as shall be required by agencies having jurisdiction over the Project.
- 5.7.17. The Architect will, consistent with standards of due care, make reasonable professional efforts to exclude asbestos, lead paint and other hazardous materials from new construction. In the event the District or Architect is or becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the Project site ("Hazardous Substances"), or the substantial risk thereof, each shall have a duty immediately to notify the other in writing.
- 5.7.18. The parties recognize, however, that Architect is not trained or licensed in the recognition or remediation of Hazardous Substances. With respect to asbestos and asbestos containing materials, the parties acknowledge that the Architect has recommended and the District has agreed to retain a qualified consultant to evaluate the presence of such materials at certain District facilities which are included in the scope of this Agreement. In the event that said consultant recommends a procedure to deal with such materials, said consultant shall have the responsibility to draft specification language for the removal or other remediation of such materials, and subsequently may be required to certify that they have been properly removed or other-wise remediated. Subject to generally accepted standard of professional skill

and care, Architect shall include consultant's recommendations and specifications in the appropriate design documents for modernization and shall, as part of its Basic Services, provide designs and other bid documents consistent therewith.

- 5.7.19. Based on the Architect's observations and an evaluation of each Project Application for Payment, the Architect will determine the amount owing to the Contractor and will issue Project Certificates for Payment incorporating such amount in accordance with the Construction Documents. The issuance of a Project Certificate for Payment shall constitute a representation by the Architect to the District that to the best of the Architect's knowledge, information, and belief, the quality of the Project is in accordance with the Construction Documents based upon Architect's periodic observations and that the Contractor is entitled to payment in the amount certified.
- 5.7.20. Notwithstanding anything else in this Agreement, as a part of its Basic Services, the Architect shall assist the District in evaluating claims, disputes and other matters in question between the Contractor and the District, including, but not limited to, claims made against the District as a result of Architect or Architect's consultants' errors and omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the District at no cost to the District. The Architect shall render written opinions to the District within a reasonable time on all such claims, disputes and other matters.
- 5.7.21. The Architect will provide construction advice to the District on apparent deficiencies in construction, both during construction and after acceptance of the Project.
- 5.7.22. The Architect shall recommend, prepare and process the necessary change orders. Payment of fees to the Architect as a result of change orders shall be handled as follows.
  - 5.7.22.1. District initiated changes. If a change order is requested by the District, the Architect's fee for such change order shall be calculated on a percentage or hourly basis as agreed in writing by the District and the Architect prior to commencement of work on the change order. If a change order is solicited by the District from the Contractor but not subsequently authorized by the District, the Architect shall be paid for time spent on the proposed change order as an Additional Service.
  - 5.7.22.2. Change orders due to Architect negligence. When a change order is necessitated as a result of negligence in the exercise of Architect's professional duties, the Architect's fees shall not be calculated by reference to the cost of any change order work which would not have been necessitated had the work been included in the bid documents.
  - 5.7.22.3. Change orders beyond District or Architect control. If a change order is necessitated as a result of changes in law, in-field changes required by governing agencies after document approval, unknown, unforeseeable or hidden conditions, or actual conditions inconsistent with available drawings of existing conditions, such change orders shall be handled in the same manner as District-initiated change orders.

- 5.7.23. If a change order is necessitated as a result of the negligence in the exercise of the Architect's professional duties, the Architect shall not receive any fee with respect to such change order. Also, the Architect shall be responsible for the cost of the following:
1. the reasonable excess cost to construct the work described in the change order, as compared with the cost to construct the work had it been included in the bid documents but only to the extent caused by the Architect's negligence; and
  2. any delay charges which the District incurs as a result of the negligence. In no event shall the Architect be responsible for costs associated with betterments or upgrades to the project.
- 5.7.24. The District may back charge the Architect for these costs and expenses, and may seek reimbursement for any amount which exceeds any retention of the contract amount at the time of collections.
- 5.7.25. The Architect shall determine the dates of substantial and final completion and make a final detailed on-site review of the job with representatives of the District and the Contractor.
- 5.7.26. The Architect shall issue the certificate of substantial completion and final certificate for payment to the Contractor and any other documents required to be recorded by law or generally accepted architectural or construction contract practice upon compliance with the requirements of the Construction Documents, provided that such certification shall not constitute an admission that the Project has been completed in accordance with Contract Documents or in conformance with this Agreement.
- 5.7.27. The Architect shall assemble and deliver to District all written guarantees, instruction books, computer software programs, diagrams and charts required of Contractors and provide the District with one set of electronic and reproducible drawings, Record Drawings described in Paragraph 5.7.9 upon issuance of the Architect's certificate of completion.
- 5.7.28. Architect shall make reasonable professional efforts so that the finished project complies with all standards imposed by the Americans with Disabilities Act and with handicapped access requirements of the California Building Code, all as determined and enforced by the Division of the State Architect, in reviewing Architect's plans and specifications for this Project. The Architect shall not be responsible for acts or omissions of the Contractor or of any other persons performing portions of the Project not employed or hired by Architect, nor shall Architect be responsible for any subsequent changes in the law or any regulation applicable to handicapped access or any subsequent differing interpretation of the laws or regulations applicable at the time Architect's design is reviewed by DSA. In the event that the Architect is or becomes aware of possible non-compliance with the foregoing standards, Architect shall have a

duty to notify the District immediately in writing of the possible non-compliance. The Architect shall not be responsible for District's failure to adhere to the Contract Documents any applicable laws, codes and regulations incorporated therein, nor for any changes to the design made by the District without direct participation and written approval of the Architect.

- 5.7.29 Project construction cost as used in this agreement means the total cost to the District of all work designed or specified by the Architect, including work covered by approved change orders and/or alternates, but excluding the following: any payments to Architect or consultants, for costs of inspections, surveys, tests, and site landscaping not included in project.
- 5.7.30. When labor or material is furnished by the District below its market costs, the project construction cost shall be based upon current market cost of labor and new material.
- 5.7.31. The project construction cost shall be the acceptable statement of construction costs to the District as submitted by the Architect until such time as bids have been received, whereupon it shall be the initial construction contract amount.
- 5.7.32. Statements of Construction Cost shall be prepared on a square foot/unit cost basis, or more detailed computation if deemed necessary by the Architect, considering prevailing construction costs and including all work for which bids will be received. It is understood that the project construction cost is affected by the labor and/or material market as well as other conditions beyond the control of the Architect or District and therefore, the Architect cannot and does not warrant or represent that actual costs will not exceed any estimates.

**6. ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT**

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

6. providing consultation concerning replacement of any work damaged by fire or other cause during construction of the Project, and furnishing services as may be required in connection with the replacement of such work;
7. providing services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the District or Contractor under the Contract for Construction;
8. providing services after issuance to the District of the final Certificate for Payment;
9. at the District's request, selecting moveable furniture, equipment or articles which are not included in the Construction Documents; and
10. if directed by the District, the employment of special consultants including but not limited to acoustical and theatrical consultants; the preparation of CHPS high performance design and application, the preparation of special delineations and models, and overtime work by the Architect's employees to accomplish anything that is not part of this base agreement.
11. if required by DSA or other regulatory agency relative to Phase I any structural upgrades to existing relocatable buildings, fire sprinkler design; and
12. if directed by the District, any water audits and other Green Building Code items that may be requested.

## **7. RESPONSIBILITIES OF DISTRICT**

It shall be the duty of District to:

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

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

**8. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

- 8.1. Prior to the commencement of services under this Agreement, the Architect shall furnish to the District a Certificate of Insurance for the period covered by this Agreement, for public liability and property damage with an insurance carrier

satisfactory to the District, under forms satisfactory to the District, to protect the Architect and District against loss from liability imposed for damages (1) on account of bodily or personal injuries, including death, accidentally suffered or alleged to have been suffered by any person or persons that may be caused directly or indirectly by the performance of this Agreement, and (2) on account of injury to or destruction of property, including the resultant loss of use of the Project or other District facilities or equipment, resulting from acts of commission or omission by the Architect, or otherwise resulting directly or indirectly from the Architect's operations in the performance of this Agreement. The District shall be named as an additional insured on all such policies.

- 8.2. The following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written on an "occurrence" basis: Commercial general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less than Two Million Dollars (\$2,000,000) general aggregate, One Million Dollars (\$1,000,000) personal and advertising injury aggregate, with a per occurrence limit of One Million Dollars (\$1,000,000); Automobile liability insurance covering motor vehicles shall be in an amount not less than One Million Dollars (\$1,000,000) combined single limit.
- 8.3. The Architect's insurance policies shall contain a provision for thirty (30) days written notice to the District of cancellation or reduction of coverage.
- 8.4. At the time of making application for any extension of time, the Architect shall submit evidence that insurance policies will be in effect during the requested additional period of time.
- 8.5. If the Architect fails to maintain such insurance, the District may, but shall not be required to, take out such insurance to cover any damages of the above-mentioned classes for which the District might be held liable on account of the Architect's failure to pay such damages, and deduct and retain the amount of the premiums from any sums due the Architect under this Agreement.
- 8.6. The extent to which the Architect may be held responsible for the payment of damages resulting from the Architect's operations is limited to \$2 Million dollars.
- 8.7. Each of the Architect's consultants shall comply with this Article, and the Architect shall include such provisions in its contracts with them.

## **9. WORKERS COMPENSATION INSURANCE**

Prior to the commencement of services under this Agreement, the Architect shall furnish to the District satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out, for the period covered by this Agreement, workers' compensation insurance with an insurance carrier satisfactory to the District for all persons whom they may employ in carrying



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

**10. ERRORS AND OMISSIONS INSURANCE**

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

**11. COMPLIANCE WITH LAWS**

Architect shall be familiar with and shall exercise due and professional care to comply with State and Federal laws and regulations applicable to the Project or lawfully imposed upon the Project by agencies having jurisdiction over the Project. It is understood, however, that various codes and regulations are subject to varying and sometimes contradictory interpretation. Architect shall exercise its professional skill and care consistent with the generally accepted standard of care to provide a design that complies with such regulations and codes.

**12. TERMINATION OF AGREEMENT**

12.1. Termination by District. This Agreement may be terminated or the Project may be cancelled by the District at any time for any or no reason immediately upon written notice to the Architect. In such event, the Architect shall be compensated for the services completed to the date of termination, together with compensation for such Additional Services performed after termination which are authorized by the District to wind up the work performed to the date of termination. Upon the District's request and authorization, Architect shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

12.2. Termination by Architect. This Agreement may be terminated by the Architect upon written notice to the District only when the District has substantially failed to perform

its obligations under this Agreement. The written notice shall include a description of the District's substantial failure to perform, status of work completed as of the date of termination together with a description, and a cost estimate of the effort necessary to complete work in progress. In such event, the Architect shall be compensated for services completed to the date of termination, together with compensation for such Additional Services performed after termination which are authorized by the District to wind up the work performed to the date of termination. Upon the District's request and authorization, Architect shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

12.3. Termination - Miscellaneous.

- 12.3.1. Following the termination of this Agreement for any reason whatsoever, upon full payment to the Architect for services rendered, the District shall have the right to utilize any designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium or expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by the Architect. Architect shall promptly make any such documents or materials available to the District upon request without additional compensation. If the Architect for any reason is not allowed to complete all of the services under the Agreement, the Architect shall not be responsible for the accuracy, completeness or constructability of the documents prepared by the Architect. If the documents are used, reused, modified or completed by the District or another party the District shall indemnify and hold the Architect harmless from any and all claims, damages, and liabilities resulting there from.
- 12.3.2. In the event of the termination of this Agreement for any or no reason whatsoever, all designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium or expression including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect or any of its agents pursuant to the Agreement shall immediately, upon request by the District, be delivered to the District. Architect may not refuse to provide such writings or materials for any reason whatsoever including, but not limited to, a possessory interest lien for any claim the Architect may have against the District or a claim by the Architect to an ownership interest in the intellectual property embodied in the documents or materials.

**13. ARCHITECT AN INDEPENDENT CONTRACTOR**

It is specifically agreed that in the making and performance of this Agreement, the Architect is an independent contractor and is not and shall not be construed to be an officer or employee of the District.

**14. OWNERSHIP OF DOCUMENTS**

- 14.1. All designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement are instruments of service but shall, upon full payment to the Architect for services rendered, become the property of the District pursuant to Education Code §17316 for use solely in connection with the project for which they are intended. Any other use shall be at the District's sole risk without liability to the Architect and the District shall defend, indemnify and hold the Architect harmless for any and all claims and liabilities arising there from.
- 14.2 The Architect will provide the District with a set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement, and will retain, on the District's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Architect's files for a period of no less than fifteen (15) years. Architect shall promptly make available to District any original documents it has retained pursuant to this Agreement upon request by the District. The District recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the electronic documents provided to the District are for informational purposes only and are not intended as an end-product. The Architect makes no warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents.

**15. LICENSING OF INTELLECTUAL PROPERTY**

- 15.1. Provided the Architect has been fully paid for services rendered, this Agreement creates a non-exclusive perpetual license for the District to use, any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents, or any other works of authorship fixed in any tangible medium of expression including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement solely for the project for which they were prepared. Any other use shall be at the District's sole risk without liability to the Architect and the District shall defend and indemnify the Architect from claims arising there from. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

- 15.2. Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates or other documents that Architect prepared or causes to be prepared to this Agreement. Architect shall indemnify and hold the District harmless pursuant to Paragraph 18.1 of this Agreement for any breach of this Article. The Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents or any other works of authorship fixed in any tangible medium of expression including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect and provided to Architect by the District. Notwithstanding any other provisions in this Agreement, the Architect shall not be in violation of this Agreement if the Architect utilizes any standard details that may be incorporated into the work product generated by the Architect in connection with this Project. The District understands that regardless of any transfer of ownership or copyright rights granted to the District pursuant to the terms of this Agreement, the Architect shall in no way be restricted or prohibited from future use of any such standard details.

**16. ACCOUNTING RECORDS OF ARCHITECT**

The Architect's records of accounts regarding the Project shall be kept on a generally recognized accounting basis and shall be available to the District or its authorized representative at mutually convenient times.

**17. INDEMNITY**

- 17.1. Architect Indemnification. The Architect shall defend, indemnify, and hold harmless the District, the Governing Board of the District, each member of the Board, and their officers, agents and employees against the payment of any and all costs and expenses including, but not limited to, attorney's fees and litigation costs, claims, suits and liability resulting from, arising out of, or in any way connected with any negligent or wrongful acts or omissions of the Architect, the Architect's officers, employees, or consultants in performing or failing to perform any work, services, or functions provided for, referred to, or in any way connected with any work, services, or functions to be performed under this Agreement.
- 17.2. District Indemnification for Use of Third Party Materials. The District shall defend, indemnify, and hold harmless the Architect and its employees against any and all copyright infringement claims by any design professional formerly retained by the District arising out of Architect's completion, use or reuse of that former design professional's design or construction documents in performing this Agreement. Architect shall be entitled to such indemnification only if each of the following conditions are met: (a) Architect actually redraws or completes such other designs or construction documents; (b) Architect complies with the provisions of this Agreement

regarding use of materials prepared by other design professionals; (c) District has supplied Architect with the previously prepared documents or materials; and (d) District expressly requests that the Architect utilize the designs or construction documents in question.

- 17.3. District Indemnification for Re-Use of Architect's Contractual Product. The District shall defend, indemnify and hold harmless the Architect and its employees against any and all claims arising out of reuse, by the District or any of its agents, of Architect's designs or construction documents as described in Paragraph 16.1 of this Agreement.

**18. TIME SCHEDULE**

- 18.1. Time for Completion. The Architect shall put forth reasonable efforts consistent with the generally accepted standard of professional skill and care to complete the Project according to a schedule to be developed jointly by the District and Architect.
- 18.2. Delays. The District recognizes that circumstances may occur beyond the control of either the District or the Architect and extensions for such delays may be made to the schedule if approved by the District. Any time during which the Architect is delayed in the Architect's work by acts of District or its employees or those in direct contractual relationship with District or by acts of nature or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any fault or negligence on the part of the Architect or its consultants, shall be added to the time for completion of any obligations of the Architect. District shall not be liable for damages to the Architect on account of any such delay.

**19. MISCELLANEOUS PROVISIONS**

- 19.1. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Butte County, California provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.
- 19.2. The Architect shall not assign or transfer any or all of its rights, burdens, duties or obligations under this Agreement excepting preparation of portions of the Construction Documents by duly licensed professional consultants without the prior written consent of the District.
- 19.3. If any action or proceeding arising out of or relating to this Agreement is commenced by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, reasonable attorneys' fees, costs and expenses incurred in the action or proceeding.

- 19.4. All notices, certificates, or other communications hereunder shall be deemed given when: a) personally delivered; b) mailed by postage prepaid certified mail; or c) e-mail or facsimile, when accompanied by a proof of delivery and receipt, to the parties at the addresses set forth below:

District: Chico Unified School District  
1163 East Seventh Street  
Chico, California 95928

Architect: NTD Architecture  
200 Auburn Folsom Road, Suite 200  
Auburn, CA 95603

- 19.5. This Agreement shall inure to the benefit of and shall be binding upon the Architect and the District and their respective successors and assigns.
- 19.6. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- 19.7. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
- 19.8. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the District or the Architect.
- 19.9. This Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement or understanding. There are no understandings, agreements, representations or warranties, expressed or implied, not specified in this Agreement. The Architect, by the execution of this Agreement, acknowledges that the Architect has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- 19.10. The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's professional materials. The Architect's materials shall not include the District's confidential or proprietary information if the District has previously advised the Architect in writing of the specific information considered by the District to be confidential or proprietary.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this \_\_\_\_ day of February, 2011.

ARCHITECT:

NTD Architecture

DISTRICT:

CHICO UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Jordan Knighton, AIA  
Partner

By: \_\_\_\_\_  
Maureen Fitzgerald  
Assistant Superintendent - Business Services

## Exhibit A-1 Architect's Fee Schedule

### Phase 1 Modify/reuse existing Chapman Facilities and District Portables

Contract Amount			Fee
first \$500,000	500,000	12.0%	60,000
next \$500,000	500,000	11.5%	57,500
next \$1,000,000	750,000	11.0%	82,500
<b>Projected Total</b>	<b>1,750,000</b>		<b>200,000</b>

### Phase 2 - New Construction

Contract Amount			Fee
first \$1,000,000	1,000,000	10.0%	100,000
next \$1,000,000	1,000,000	9.5%	95,000
next \$2,000,000	2,000,000	9.0%	180,000
next \$2,000,000	214,000	8.5%	18,190
<b>Projected Total</b>	<b>4,214,000</b>		<b>393,190</b>



Exhibit A-2

CHICO UNIFIED SCHOOL DISTRICT

**INSPIRE SCHOOL OF ARTS & SCIENCES  
PHASE I CAMPUS & FUTURE MPR DESIGN**

NTD ARCHITECTURE

**SCHEDULE of HOURLY BILLING RATES – 2011**

<b>JOB TITLE</b>	<b>HOURLY RATE</b>
Partner/Principal in Charge	\$195.00
Associate Principal	\$190.00
Director, Education Funding Services	\$175.00
Studio Director	\$165.00
Sr. Project Architect	\$150.00
Sr. Project Designer	\$150.00
Project Manager	\$150.00
Sr. Construction Administrator	\$155.00
Specifications Writer	\$130.00
Sr. Project Leader	\$135.00
Project Architect	\$135.00
Project Designer	\$135.00
Sr. Interior Designer	\$135.00
Construction Administrator	\$120.00
Project Leader	\$120.00
Sr. Job Captain	\$120.00
Education Funding Specialist	\$135.00
Job Captain	\$110.00
Interior Designer	\$120.00
DSA Closeout Specialist	\$120.00
Sr. Drafter	\$95.00
Drafter	\$85.00
Design Assistant	\$70.00
Clerical	\$70.00

RATES ARE SUBJECT TO ANNUAL COST OF LIVING ADJUSTMENT

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

9.4.1.  
Page 1 of 2

February 16, 2011

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

Name/Employee #	Assignment	Effective	Comment
<b><u>2010/11 Temporary Appointment(s) According to Board Policy</u></b>			
Mayr, Martha	Secondary	2/7/11-5/26/11	0.6 FTE Temporary Appointment (in addition to current 0.4 FTE assignment)
Netterville, Karen	Secondary	1/31/11-5/26/11	0.8 FTE Temporary Appointment (in addition to current 0.2 FTE assignment)
<b><u>2011/12 Leave Requests</u></b>			
Adams, Connie	Elementary	2011/12	0.5 FTE Personal Leave (STRS Reduced Workload)
Berg, Paula	Special Education	2011/12	0.5 FTE Personal Leave (STRS Reduced Workload)
Carr, Christina	Special Education	2011/12	0.5 FTE Child Care Leave
Chell, Carol	Elementary	2011/12	0.5 FTE Personal Leave (STRS Reduced Workload)
Hanson, Robert	Secondary	2011/12	0.2 FTE Personal Leave (STRS Reduced Workload)
<b><u>Retirements/Resignations</u></b>			
Aldridge, Diana	Elementary	5/27/11	Retirement
Barnum, David	Elementary	6/1/11	Retirement
Barnum, Molly	Elementary	6/1/11	Retirement
Baxter, Karen	Elementary	5/27/11	Retirement
Bonavito, Sally	Speech	5/27/11	Retirement
Carlton, Lorenda	Special Education	6/30/11	Retirement
Finney, Margaret Ann	Special Education	5/27/11	Retirement
Hanley, David	Special Education	5/27/11	Retirement
Johnson, Bonnie	Elementary	5/27/11	Retirement
Joiner, Gerald	Secondary	5/27/11	Retirement
Kelly, Kathryn	Special Education	6/1/11	Retirement
Kessler, Eileen	Elementary	5/27/11	Retirement

Lechner, Veronica	Elementary	8/27/11	Retirement
Peery, Robbyn	Elementary	6/1/11	Retirement
Sanchez, Michelle	Principal	1/31/11	Resigned
Schooler, Katherine	Elementary	5/27/11	Retirement
Sigel, David	Elementary	5/27/11	Retirement
Smith, Lucille	Elementary Fine Arts	6/1/11	Retirement
Smith, Susan	Elementary	6/1/11	Retirement
Sterling, Lynda	Elementary	5/27/11	Retirement
Woodward, Neil	Elementary	5/27/11	Retirement

**Rescission of Leave Request**

Hian, Nancy	Independent Study	2/7/11	Rescind 0.1 FTE Personal Leave (Remaining 0.3 FTE on Leave)
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**CHICO UNIFIED SCHOOL DISTRICT**  
**1163 E. 7<sup>th</sup> STREET**  
**CHICO, CA 95928-5999**

DATE: FEBRUARY 16, 2011

MEMORANDUM TO: BOARD OF EDUCATION

FROM: KELLY STALEY, SUPERINTENDENT

SUBJECT: CLASSIFIED HUMAN RESOURCES ACTIONS

Page 9.4.2.  
Page 1 of 2

ACTION NAME	CLASS/LOCATION/ASSIGNED HOURS	EFFECTIVE	COMMENTS/PRF #/ FUND/RESOURCE
<b>APPOINTMENTS</b>			
ANDERSON, BETTY	CAFETERIA ASSISTANT/BJHS/2.0	1/31/2011	VACATED POSITION/128/ NUTRITION/0000
BARTH-DUCH, TERRY	SR OFFICE ASSISTANT/PVHS/8.0	1/31/2011	VACATED POSITION/153/ GENERAL/0000
BELLA, MARA	IA-SPECIAL ED/INSPIRE/4.0	1/24/2011	NEW POSITION/77/ SPECIAL ED/6500
DUREN, SUSAN	PARENT CLASSROOM AIDE-RESTR/BJHS/6.0	2/1/2011	NEW POSITION/172/ CATEGORICAL/3010
FANNING, NICOLE	LT INSTRUCTIONAL ASSISTANT/NEAL DOW/4.0	1/24/2011-3/4/2011	DURING ABSENCE OF INCUMBENT/111/ CATEGORICAL/3010
HAGAR, BERNADETTE	SCHOOL BUS DRIVER-TYPE 2/ TRANSPORTATION/2.8	1/18/2011	VACATED POSITION/112/ TRANSPORTATION/7240
HAYS, JAN	CUSTODIAN/MCMANUS/EMMA WILSON/8.0	1/24/2011	VACATED POSITION/3/ GENERAL/0000
HIGGINS, JUDY	LT SCHOOL BUS DRIVER-TYPE 2/ TRANSPORTATION/6.3	1/18/2011-3/1/2011	DURING ABSENCE OF INCUMBENT/152/ TRANSPORTATION/7240
MORGAN, PHILLIP	FACILITIES USE COORDINATOR/FACILITIES/8.0	1/25/2011	NEW POSITION/19/ GENERAL/0000
QUAN-BELL, JANE	LT LIBRARY MEDIA ASSISTANT/SHASTA/2.6	1/29/2011-6/6/2011	DURING ABSENCE OF INCUMBENT/ LIBRARY/1101
SANTOS, LUIS	IA-BILINGUAL/MJHS/2.0	1/20/2011	VACATED POSITION/93/ CATEGORICAL/7091
SMITH, ERIN	LT PARENT CLASSROOM AIDE-RESTR/ SIERRA VIEW/2.0	12/18/2010-5/26/2011	EXTEND LIMITED TERM POSITION/165/ GENERAL/0000
SMITH, MELANIE	INSTRUCTIONAL ASSISTANT/NEAL DOW/4.0	1/24/2011	NEW POSITION/157/ CATEGORICAL/3010
VALENTE, LINDA	CAFETERIA ASSISTANT/PARKVIEW/2.5	2/7/2011	VACATED POSITION/145/ NUTRITION/0000
WALL, MARY	INSTRUCTIONAL ASSISTANT/NEAL DOW/4.0	1/24/2011	NEW POSITION/158/ CATEGORICAL/3010
<b>LAYOFF TO RE-EMPLOYMENT</b>			
ROWEN, CHRISTINE	CAFETERIA ASSISTANT/CHS/1.2	2/6/2011	LACK OF WORK
<b>LEAVES OF ABSENCE</b>			
BUCKNER, ANGELA	IPS-CLASSROOM/SIERRA VIEW/3.5	1/25/2011-5/1/2011	PER CBA 5.12
COPPAGE, DENISE	LIBRARY MEDIA ASST/SHASTA/2.6	1/29/2011-6/6/2011	PER CBA 5.12

*Classified Human Resources Actions, con't*

COPPAGE, DENISE	LIBRARY MEDIA ASST/SHASTA/2.6	1/29/2011-6/6/2011	PER CBA 5.12
COPPAGE, DENISE	INSTRUCTIONAL ASSISTANT/MCMANUS/4.0	1/29/2011-5/26/2011	PER CBA 5.12
HOY, ELIZABETH	IPS-HEALTHCARE/CHAPMAN/3.5	1/31/2011-4/1/2011	PER CBA 5.12
HOY, ELIZABETH	IPS-CLASSROOM/CHAPMAN/3.0	1/31/2011-4/1/2011	PER CBA 5.12
SALINDONG, DEBRA MARIE	IPS-CLASSROOM/PVHS/6.0	1/31/2011-5/26/2011	PER CBA 5.12
SHANNON, JOCELYN	IPS-HEALTHCARE/HOOKER OAK/3.5	1/24/2011-5/26/2011	PART-TIME PER CBA 5.12
WHITE, SHANNON	IPS-HEALTHCARE/LOMA VISTA/6.0	1/26/2011-2/11/2011	PER CBA 5.3.3

**RESIGNED THIS POSITION ONLY**

HAYS, JAN	HEALTH ASSISTANT/PVHS/8.0	1/23/2011	VOLUNTARY DEMOTION
SMITH, MELANIE	IA-SPECIAL ED/EMMA WILSON/2.5	1/23/2011	TRANSFER WITH INCREASED HOURS
WALL, MARY	LT INSTRUCTIONAL ASSISTANT/NEAL DOW/4.0	1/23/2011	VOLUNTARY RESIGNATION

**RESIGNATION/TERMINATION**

BARNETT, PATRICIA	IPS-CLASSROOM/SIERRA VIEW/6.0	1/25/2011	VOLUNTARY RESIGNATION
COLLINSWORTH, KLINT	IA-SPECIAL ED/CITRUS/2.5	2/4/2011	VOLUNTARY RESIGNATION

PROPOSED AGENDA ITEM: Teen Dating Violence Awareness and Prevention Month

Prepared by: David Scott

- ☐ Consent  
☐ Information Only  
☒ Discussion/Action

Board Date: 02/16/11

#### Background Information

February is National Teen Dating Violence Awareness and Prevention Month.

Catalyst Domestic Violence Services ask the Chico Unified School District Board to support an official proclamation recognizing February as Teen Dating Violence Awareness and Prevention Month. This proclamation would lend official recognition to the important work of raising awareness about teen dating violence, as well as emphasize the district's personal commitment.

A copy of the proposed proclamation is attached.

#### Education Implications

Relationship violence is common in teen dating relationships, with one-in-three teens experiencing some kind of abuse in their romantic relationships, including verbal and emotional abuse. These violent relationships can have serious consequences for victims, putting them at higher risk for substance abuse, eating disorders, risky sexual behavior, suicide and adult re-victimization.

#### Fiscal Implications

None

#### Additional Information

Addition information can be found on the National Teen Dating Violence Awareness Month web site at [www.teendvmonth.org](http://www.teendvmonth.org).

NATIONAL TEEN DATING VIOLENCE AWARENESS AND PREVENTION MONTH  
February 2011

A PROCLAMATION

Whereas, one in three adolescent girls in the United States is a victim of physical, emotional or verbal abuse from a dating partner, a figure that far exceeds victimization rates for other types of violence affecting youth; and

Whereas, youth who experience physical violence in a dating relationship are more likely to use drugs and alcohol, attempt suicide and carry patterns of abuse into future relationships; and

Whereas, females between the ages 16 and 24 are more vulnerable to intimate partner violence than any other age group, experiencing abuse at almost triple the national average; and

Whereas, only 33% of teens who are in an abusive relationship tell anyone; and

Whereas, 81% of parents either believe teen dating violence is not an issue or admit they do not know if it is; and

Whereas, by providing young people with education about healthy relationships and changing their attitudes away from supporting violence to embracing mutual respect, we recognize that dating violence can be prevented;

NOW, THEREFORE, we do hereby proclaim February 2011 as National Teen Dating Violence Awareness and Prevention Month. We urge all lawmakers, educators and parents to respond to and work toward ending teen dating violence by supporting their communities' efforts to empower teens to develop healthier relationships. We encourage community leaders to assist victims in finding and accessing the resources they need, to develop a comprehensive response to dating violence and to engage in discussions with adult and youth community members to promote awareness and prevention of the quiet but heinous crime of teen dating violence in their communities.

**PROPOSED AGENDA  
ITEM:**

**Update Chinese Language Program**

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**Prepared  
by:** Joanne Parsley

---

☐ Consent

Board Date February 16, 2011

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☒ Information Only

☐ Discussion/Action

**Background Information**

CUSD currently has one Chinese language teacher providing Chinese language instruction in after-school programs at Shasta and Parkview Elementary schools. Five additional Chinese language teachers will team with Chapman, Neal Dow, Hooker Oak, Sierra View Elementary, Marsh Junior High, Chico High School and Butte College to offer after-school Chinese language instruction.

Recently teachers and principals who will provide support for these after-school offerings traveled to China to take part in the 2010 Chinese Bridge Delegation: Taking Next Steps. A short power point presentation will showcase the highlights of this trip.

**Educational Implications**

Provide enrichment opportunities for students

**Fiscal Implications**

There is no impact to the general fund.



**PROPOSED AGENDA ITEM: Resolution # 1135-11 / Reduction in Certificated Staff Due To Reduction or Elimination of Particular Kinds of Service**

Prepared by: Bob Feaster, Assistant Superintendent, Human Resources

☐ Consent  
Information Only  
☒ Discussion/Action

Board Date: February 16, 2011

**Background Information:**

The District continues to deal with a fiscal crisis due in large part to the State's fiscal crisis. In order to deal with diminishing state funds and with declining enrollment, the district must make reductions in staffing and look at the possibility of eliminating particular kinds of services. This process requires that the Board pass a resolution to determine which particular kinds of services or programs may be reduced or eliminated for the 2011-2012 school year. The actual programs/services that are eliminated or reduced will be based on a variety of factors.

The process is bound by timelines that require formal written notification to affected staff no later than March 15<sup>th</sup>. An analysis of credentialing, the seniority list and other factors will determine the individuals who may receive a possible layoff notice.

**Educational Implications:**

There will likely be fewer certificated staff in the District next year based primarily to staffing as closely as possible to contract requirements and the ongoing declining enrollment. The possible elimination of the services in this resolution will not change the staffing levels required per the Collective Bargaining Agreement between the District and CUTA. These possible eliminations are being recommended based on enrollment projections as the District responds to shifts and declines in our student population. The implementation of these reductions will result in fewer sections of courses being offered to students and may restrict students' choices for classes.

**Fiscal Implications:**

Given the current structural budget deficit, declining enrollment and diminishing resources from the State it is only prudent to staff with these reductions in place. The precise amount of savings cannot be determined until school starts. It is fair to plan for a savings of approximately \$62,000 per FTE that is eliminated but this may be offset by in a part or in whole by a commensurate reduction in income due to a decline in enrollment.

**CHICO UNIFIED SCHOOL DISTRICT**

**Reduction in Certificated Staff Due  
To Reduction or Elimination of Particular  
Kinds of Service**

**WHEREAS**, Sections 44949 and 44955 of the California Education Code require action by the Governing Board if the services of certificated staff are to be reduced or eliminated in order to permit the layoff of certificated employees;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board that:

1. The services set forth in Attachment A (incorporated by reference) shall be reduced or eliminated at the close of the 2010/2011 school year for the 2011/2012 school year.
2. The Board has considered anticipated certificated employee attrition (resignation, retirements, non-reelections, temporary teacher releases, etc.). Nevertheless, it is still necessary to terminate certificated full-time equivalent positions as referenced in Attachment A.
3. It will be necessary to retain the services of certificated employees, regardless of seniority, who possess qualifications and competencies needed in the projected educational program for the 2011/2012 school year which are not possessed by more senior employees thereby subject to layoff.
4. The Superintendent, or designee, is authorized and directed to send notice(s) of recommendation of non-reemployment pursuant to Sections 44949 and 44955 of the California Education Code to any employee whose services shall be terminated by virtue of this Resolution.

**THIS RESOLUTION** was passed and adopted by the Board at a regular meeting held on the 16th day of February, 2011, by the following roll call vote:

AYES:

NOES:

ABSENT:

Signed and approved by me after its passage.

---

President of the Board

ATTEST:

---

Clerk of the Board

***Attachment A  
to Resolution No. 1135-11***

Service	Grade Level	Full Time Equivalent
Art	7-12	1.0
Business/Computers	7-12	0.4
English	7-12	1.0
Home Economics	7-12	0.8
IRI (Study Hall)	7-12	0.4
Math	7-12	2.4
Physical Education	7-12	1.0
Science, Biological	7-12	1.5
Science, Physics	7-12	0.4
Social Science	7-12	1.8
Spanish	7-12	0.2
Special Education: Mild/Moderate	K-12	4.7
<b>District Total</b>		<b>15.6</b>

PROPOSED AGENDA ITEM: **Resolution 1136-11: Release/Non-Reelection of Temporary Certificated Employees**

Prepared by: Bob Feaster, Assistant Superintendent, Human Resources

☐ Consent  
Information Only  
☒ Discussion/Action

Board Date: February 16, 2011

**Background Information:**

Each year the District employs “temporary” certificated staff. Certificated staff members can be employed under this “temporary” status for various reasons per Education Code including short term positions, long term positions based on the need for additional employees because of leave or illness of another employee and for categorically funded programs. The District is required to notify such “temporary” certificated staff members on or before March 15<sup>th</sup> if they are to be released or non-re-elected at the end of the current school year. Approving this resolution will initiate the process of notifying all such “temporary” certificate staff members that their services will not be needed after the end of the current school year.

**Educational Implications:**

The District needs to reduce staff due to the current budget deficit while meeting contractual class sizes and ratios. The goal is to staff classes more closely to the contractual limits and to respond to declining enrollment. Releasing the “temporary” certificated staff is a step toward this goal and provides the District some of the needed flexibility for staffing for the 2011-2012 school year. The District will continue to offer required classes along with a quality array of other educational options.

**Fiscal Implications:**

Significant fiscal savings will occur. The release/non-re-election of “temporary” certificated staff provides the District with needed flexibility to work toward alleviating the projected budget deficit as we downsize our staff and is necessary prior to implementing any layoffs of permanent/probationary staff.

**Resolution No. 1136-11**

**CHICO UNIFIED SCHOOL DISTRICT**

**Release/Non-Reelection of Temporary  
Certificated Employees**

**WHEREAS**, Education Code Section 44954(b) requires that the governing board shall notify a temporary employee, in a position requiring certification qualifications, of the decision to release/not reelect the employee from such a position for the next succeeding school year; and

**NOW, THEREFORE, BE IT RESOLVED** by this Board that:

1. The employees listed in Attachment A are temporary employees of the District employed in a position requiring certificated qualifications and each such employee shall be released/nonreelected at the end of the 2010/2011 school year for the 2011/2012 school year.
2. The Superintendent or designee is authorized and directed to give notice to each affected employee of this decision. Notice shall be given:
  - a. in the manner required by law; and
  - b. in conformity with the mandated timeline.

**THE RESOLUTION** was passed and adopted by the Board at a regular meeting held on the 16th day of February, 2011, by the following roll call vote:

AYES:

NOES:

ABSENT:

Signed and approved by me after its passage.

---

President of the Board

ATTEST:

---

Clerk of the Board

**EXHIBIT A to RESOLUTION NO. 1136-11  
RELEASE/NON-REELECTION OF TEMPORARY CERTIFICATED EMPLOYEES**

10.2.2.  
Page 3 of 4

<b>EMPLOYEE ID #</b>	<b>ASSIGNMENT</b>
1001	0.80 FTE Secondary
3535	0.20 FTE Elementary
1036	0.1 FTE Psychologist
1068	1.00 FTE Elementary
1106	0.25 FTE Elementary
1120	1.0 FTE Elementary
1196	1.0 FTE Elementary
3617	0.2 FTE Elementary
1250	1.0 FTE Elementary
11893	0.8 FTE Counselor
1276	0.6 FTE Elementary
1311	0.6 FTE Secondary
10395	1.0 FTE Elementary
1328	0.2 FTE Elementary
10408	1.0 FTE Secondary
11924	0.6 FTE Counselor
3880	1.0 FTE Special Education
1202	0.7 FTE Elementary
1447	0.4 FTE Elementary
3696	1.0 FTE Elementary
10792	1.0 FTE Elementary
3581	0.8 FTE Secondary
1839	1.0 FTE Secondary
1629	1.0 FTE Elementary
10113	0.4 FTE Secondary
3753	0.2 FTE Elementary
3914	0.5 FTE School Nurse
2524	0.8 FTE Secondary
10603	0.8 FTE Secondary
10272	1.0 FTE Secondary
1954	1.0 FTE Elementary
11886	1.0 FTE Counselor
6431	0.45 FTE Psychologist
11372	0.6 FTE Secondary
10600	0.4 FTE Counselor
10775	0.8 FTE Secondary
2899	1.0 FTE Secondary
3996	1.0 FTE Secondary
2193	1.0 FTE Elementary
2209	0.2 FTE Secondary
2223	0.2 FTE Elementary

**EXHIBIT A to RESOLUTION NO. 1136-11**  
**RELEASE/NON-REELECTION OF TEMPORARY CERTIFICATED EMPLOYEES**

Page 2

10.2.2.  
Page 4 of 4

2228	0.2 FTE Psychologist
11914	0.5 FTE Counselor
3566	0.4 FTE Elementary
2271	1.0 FTE Elementary
2063	0.2 FTE Elementary
3789	1.0 FTE Secondary
11307	1.0 FTE Counselor
10398	0.8 FTE Secondary
3576	0.6 FTE Elementary
2697	0.4 FTE Elementary
3799	1.0 FTE Secondary
6598	0.8 FTE Psychologist
8517	0.3 FTE Elementary
10728	0.5 FTE Special Education
10778	1.0 FTE Special Education
3588	1.0 FTE Secondary
11812	0.5 FTE Special Education
2921	1.0 FTE Elementary
3039	0.2 FTE Elementary
3084	0.15 FTE Psychologist
3792	1.0 FTE Secondary
3144	1.0 FTE Elementary
1482	0.7 FTE Elementary
3019	1.0 FTE Elementary
10141	0.23 FTE Elementary
3225	1.0 FTE Elementary
2422	1.0 FTE Secondary

PROPOSED AGENDA ITEM: **Resolution 1137-11/ Non-Reelection of Probationary Certificated Employee(s)**

Prepared by: Bob Feaster, Assistant Superintendent, Human Resources

- ☐ Consent  
Information Only  
☒ Discussion/Action

Board Date: February 16, 2011

**Background Information:**

Per Education Code 44929, school districts are able to non-reelect probationary certificated staff without cause during their probationary period. The District is electing to do this with one (1) certificated employee. This will take effect with the end of the current school year

**Educational Implications:**

None.

**Fiscal Implications:**

Little if any, as the position will likely be replaced.



**CHICO SCHOOL DISTRICT**

**Non-Reelection of Probationary  
Certificated Employee(s)**

**WHEREAS**, California Education Code section 44929.21(b) provides that a certificated employee shall be notified, on or before March 15 of the employee's second complete consecutive school year of probationary employment, of the decision to reelect or not reelect the employee for the next succeeding school year; and

**NOW, THEREFORE, BE IT RESOLVED** by this Board that:

1. The employees listed on Attachment A were employed by the District as probationary certificated employees for the 2010/2011 school year and shall not be reelected as certificated employees of the District for the coming 2011/2012 school year.
2. The Superintendent, or designee, is authorized and directed to give notice to each affected employee of this decision. Notice shall be given:
  - a. in the manner required by law; and
  - b. in conformity with the mandated timeline.

**THIS RESOLUTION** was passed and adopted by the Board at a regular meeting held on the 16th day of February, 2011, by the following roll call vote:

AYES:  
NOES:  
ABSENT:

Signed and approved by me after its passage.

\_\_\_\_\_  
President of the Board

ATTEST:

\_\_\_\_\_  
Clerk of the Board

*Attachment A*  
*Resolution No. 1137-11*

**Employee # 2194**

PROPOSED AGENDA ITEM: **Resolution 1138-11: Concerning Order of Seniority of  
Certificated Employees First Rendering Paid Probationary  
Service on the Same Day**

Prepared by: Bob Feaster, Assistant Superintendent, Human Resources

- ☐ Consent  
☐ Information Only  
☒ Discussion/Action

Board Date: February 16, 2011

**Background Information:**

The District maintains seniority lists for certificated staff members who are in the Chico Unified Teachers Association (CUTA). One important function of this list is that it is used in determining the order of layoff should they become necessary. Given that the District needs to reduce the workforce and initiate layoffs for the upcoming year due to the current fiscal crisis this list is currently very important.

Education Code 414955 requires that the Board determine how ties will be broken between those employees on the list who have the same seniority date. This resolution provides criteria to be applied in breaking those seniority ties and only for such ties.

**Educational Implications:**

The method proposed provides sound thoughtful educational reasons to break such ties. This will help to insure that the District is retaining the most qualified certificated employees for our students and that ties are broken in such a manner that we can retain staff who are most critical to meeting the needs of our students.

**Fiscal Implications:**

None.

PROPOSED AGENDA ITEM: Parking Lot "A" Agreement with CSUC

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Prepared by: Maureen Fitzgerald, Assistant Superintendent, Business Services

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☐ Consent

Board Date February 16, 2011

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☐ Information/Discussion

☒ Discussion/Action

**Background Information:**

On March 24, 2010 the Board directed staff to end an agreement with California State University, Chico (CSUC) regarding the lease of a parking lot on the corner of Warner and West Sacramento Streets known as "Lot A".

Lot A was used by CSUC for freshman parking until the end of 2008-09. During 2009-10 Lot A was to be used for storage of construction materials, both for the work being done at Chico High School and by the contractor for construction being done on the CSUC campus, at a fee of \$1000 per month. Neither of these materialized in 2009-10. Subsequently CUSD developed a process for leasing spaces to individual users.

During the 2010-11 School Year only 8 annual permits and 5 1st semester permits were issued leaving the lot predominately empty with net revenues below \$4,000. Through discussion with CSUC, district staff explored leasing Lot A back to the University. The proposed lease is attached.

**Financial Implications**

Annual lease revenue will be \$21,000 per fiscal year with an annual increase of 2% per year, effective July 1, 2011.

**Recommended Action**

Approve as presented.

**MEMO OF UNDERSTANDING  
FACILITIES USE/PARKING LOT USE AGREEMENT**

THIS AGREEMENT made and entered into this 1<sup>st</sup> day of July 1, 2011 by and between:

Chico Unified School District hereinafter called the **District**, without distinction as to number or gender, and the Trustees of the California State University, Chico hereinafter called **University**.

**WITNESSETH**

**1. Description**

The University desires to use the following premises (Lot A) with the appurtenances situated in the City of Chico, County of Butte, State of California, and more particularly described as follows:

A parking lot on approximately 99,450 square feet (measured from face of curb) of property located on the property of the District at the intersection of West Sacramento and Warner Streets, for the purpose of providing parking for students, faculty, staff and guests attending activities at California State University, Chico.

**2. Term**

The term of this agreement shall commence on **July 1, 2011** and shall end on **June 30, 2014**, with the option to renew for two (2) additional four year periods, with such rights of termination as may be hereinafter expressly set forth herein. University requires a pre-lease term of May 1, 2011 – June 30, 2011 at a cost of \$1000 per month (payable in arrears) to prepare lot for usage by July 1<sup>st</sup> which will consist of installation of blue light phone and parking dispenser.

**3. Early Termination**

The University may terminate this agreement at any time effective on or after July 1, 2012 by giving written notice to the District at least thirty (30) days prior to the date when such termination shall become effective.

If District should lose its off-site parking permit via City of Chico action, this use agreement shall become null and void as of the date such permit expires.

**4. Notices**

All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Mail, certified and postage prepaid and addressed as follows:

**To the District**

Chico Unified School District  
1163 East Seventh Street  
Chico, CA. 95928-5999  
Attn: Maureen Fitzgerald, Assistant Superintendent

**To the University:**

California State University, Chico  
400 W. 1<sup>st</sup> Street  
Chico, CA. 95929-025  
Attention: Lorraine Hoffman, Vice-President, Business and Finance

**With a copy to:**

California State University, Chico  
Procurement & Contract Services  
400 W. 1<sup>st</sup> Street  
Chico, CA 95929-0244

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

**6. Lease Costs:**

Annual lease cost shall be \$21,000 per fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>) and shall be payable to District in arrears in July of each year. There shall be an annual increase of 2% per year and shall be effective on the anniversary date (July 1<sup>st</sup>).

**6. Services, Utilities and Supplies**

The University shall pay for lighting of parking lot, installation of parking dispenser, and emergency phone service (Blue light phone.)

**7. Repair and Maintenance**

The University shall provide parking lot cleanup, fencing repairs and tree trimming within the parking lot area. CSU shall not provide tree trimming in the City of Chico Right of Way.

**8. Alterations**

The University shall have the right during the existence of this agreement to make alterations, attach fixtures (including but not limited to: blue light phone, and parking dispenser) and erect additions, structures or signs in or upon the premises.

**9. Destruction - Damages**

University shall be responsible for damages to the parking lot, during the term of this agreement, except for reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God. The cost for repair of damages caused by University will be billed separately and will be based on actual cost of work. District shall give University estimate of costs prior to work commencement.

**10. Holding Over**

In the event the University remains in possession of parking lot (Lot A) after the expiration of the agreement term, or any extension thereof, this agreement shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

**11. Surrender of Possession**

Upon termination or expiration of this agreement, the University will peacefully surrender to the District the parking lot in as good order and condition as when received, except for reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God.

**12. Time of Essence, No Oral Agreements**

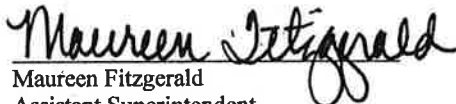
It is mutually understood and agreed that no alterations or variations of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

**IN WITNESS WHEREOF**, this agreement has been executed by the parties hereto as of the date first above written.

UNIVERSITY:  
CALIFORNIA STATE UNIVERSITY CHICO

\_\_\_\_\_  
Lorraine Hoffman  
Vice President  
Business and Finance

DISTRICT:  
CHICO UNIFIED SCHOOL DISTRICT

  
Maureen Fitzgerald  
Assistant Superintendent  
Business Services

**TIME SENSITIVE, REQUIRES BOARD ACTION  
DEADLINE TUESDAY, MARCH 15, 2011**

January 31, 2011

**MEMORANDUM**

TO: All Board Presidents and Superintendents  
CSBA Member Boards of Education

FROM: Martha Fluor, President

SUBJECT: 2011 CSBA Delegate Assembly Election  
**U. S. Postmark Deadline – Tuesday, March 15, 2010**



Enclosed is the ballot material for election of a representative to the CSBA Delegate Assembly from your region. The material consists of the ballot on red paper, required candidate biographical sketch form, and if submitted, résumé for each candidate. In addition, we are including a “copy” of the ballot on white paper so that it may be copied for inclusion in board agenda packets. However, **only the ballot on red paper is to be completed and returned.**

The board as a whole may vote for up to the number of vacancies in the region or subregion as indicated on the ballot. For example, if there are three vacancies in the region or subregion, the board may vote for up to three individuals. Regardless of the number of vacancies, each board may cast no more than one vote for any one candidate. (The ballot also contains a provision for write-in candidates; their name and district must be clearly printed in the space provided.)

The ballot must be signed by the Superintendent or board clerk and returned in the enclosed envelope; if the envelope is misplaced, you may use your district’s stationery; please write **DELEGATE ELECTION** prominently on the envelope with the region or subregion number on the bottom left corner. **Envelopes with the ballots must be postmarked by the U.S. Post Office on or before Tuesday, March 15. No exceptions are allowed.**

Election results will be available no later than Thursday, March 31. If there is a tie vote, a run-off election will be held. All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2011 – March 31, 2013. The next meeting of the Delegate Assembly is on Saturday, May 14 – Sunday, May 15 at the Hyatt Regency in Sacramento.

The names of all Delegates will be available on CSBA’s website no later than Monday, April 4. Please do not hesitate to contact Michelle Neto in the Administration department at (800) 266-3382 should you have any questions.

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office No Later Than **TUESDAY, MARCH 15, 2011**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box.  
*A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2011 DELEGATE ASSEMBLY BALLOT  
SUBREGION 4-B  
(Butte County)

Number of vacancies: 1 (Vote for no more than 1 candidate)

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*Delegates will serve two-year terms beginning April 1, 2011 – March 31, 2013*

*\*denotes incumbent*

☐

Don Phillips (Oroville Union HSD)

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*Provision for Write-in Candidate Name*

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*School District/COE*

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*Provision for Write-in Candidate Name*

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*School District/COE*

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*Signature of Superintendent or Board Clerk*

---

*Title*

---

*School District/COE Name*

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*Date of Board Action*

***See reverse side for a current list of all Delegates in your Region.***



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**Region 4 – Steve Meagher, Director (Red Bluff Union ESD)**  
**8 Delegates (8 elected)**

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**Below is a list of all the current Delegates from this Region.**

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**Subregion A**

Rhonda J. Johnson (Red Bluff Joint Union HSD), term expires 2012

**Subregion B**

Vacant, term expires 2011

**Subregion C**

Jim Flurry (Marysville Joint USD), term expires 2012

Sharman Kobayashi (Yuba City USD), term expires 2011

**Subregion D**

Trish Gerving (Nevada City USD), term expires 2011

Susan Goto (Roseville City SD), term expires 2011

Brian Haley (Western Placer USD), term expires 2012

**County Delegate**

Mike Walsh (Butte COE), term expires 2012

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**Counties**

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Glenn, Tehama (Subregion A)

Butte (Subregion B)

Colusa, Sutter, Yuba (Subregion C)

Nevada, Placer, Sierra (Subregion D)



CSBA

## 2011 Delegate Assembly Candidate Biographical Sketch Form

**Due: Friday, January 7, 2011** (U.S. Postmark or fax - 916.669.3305 or 916.371.3407)

Please complete, sign and date this required candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "See résumé" and please do not re-type this form. Any additional page(s) exceeding this candidate form will not be accepted.

Name: <u>Don Phillips</u>	CSBA Region: <u>Region 4 B</u>
District or COE: <u>Oroville Union High School District</u>	Years on board: <u>New</u> AIA: _____
Contact Number: <u>530-538-8417</u>	E-mail: <u>donstuff@earthlink.net</u>
Are you a continuing Delegate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, how long have you served as a Delegate? _____

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

1. Ensuring educational and fiscal decisions align with stated vision and policies.
2. Advocate for programs that encourage high achievement, particularly during these difficult financial times.
3. Streamline processes, programs, and facilities to ensure maximum return on investment.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district or county office.

I have worked as a mentor/advisor/teacher/principal with students for more than 30 years, serving in various leadership positions in schools, private enterprise, and non-profits. I am currently a public middle school principal (Oroville City Elementary School District), coordinate the OCESD SARB board, and serve on the OCESD negotiation team. I have been newly elected to the Oroville Union High School District Board of Trustees.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

I prefer to be proactive by being involved at several levels, but I am willing to serve wherever needed.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: \_\_\_\_\_

Date: 12-13-10