

CUSD Board of Education

Regular Meeting Agenda

Chico City Council Chambers

April 20, 2011

CLOSED SESSION – 5:00 P.M.

REGULAR BOARD MEETING – 6:00 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. 7th Street
Chico, CA 95928
(530) 891-3000
Or Online at:
www.chicousd.org

Posted: 04/15/11

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 3rd speaker may present.
- Speakers will not be allowed to yield their time to other speakers.
- After all topics have been heard, the remainder of the hour may be used by additional speakers to address a previously raised issue.

WRITTEN MATERIAL:

The Board is unable to read written materials presented during the meeting. If any person intends to appear before the Board with written materials, they should be delivered to the Superintendent's Office or delivered via e-mail to the Board and Superintendent 10 days prior to the meeting date.

COPIES OF AGENDAS AND RELATED MATERIALS:

- Available at the meeting
- Available on the website: www.chicousd.org
- Available for inspection in the Superintendent's Office prior to the meeting
- Copies may be obtained after payment of applicable copy fees

AMERICANS WITH DISABILITIES ACT

Please contact the Superintendent's Office at 891-3000 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.

CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Regular Meeting – April 20, 2011

Closed Session – 5:00 p.m.

Regular Session – 6:00 p.m.

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

AGENDA

5:00pm

1. **CALL TO ORDER**

- 1.1. Public comment 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. Public Employee Performance Evaluation

Per Government Code §54957

Title: Superintendent

2.3. Public Employment: Terms of Contract

Per Government Code §54957

Title: Superintendent

2.4. Public Employee Appointment

Per Government Code §54957

Title: Director, Nutrition Services

If Closed Session is not completed before 6:00 p.m., it will resume immediately following the regular meeting.

6:00 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

6:05pm

4. **STUDENT REPORTS** (20 minutes)

6:25pm

5. **SUPERINTENDENT'S REPORT AND RECOGNITION** (40 minutes)

7:05pm

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

7:20pm

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

- 8.1. CUMA
8.2. CUTA
8.3. District
8.4. CSEA

7:40pm

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

8.1. GENERAL

- 8.1.1. Consider Approval of Minutes of Regular Session on March 23, 2011, Special Session on April 6, 2011, and Special Session on April 9, 2011
8.1.2. Consider Approval of Items Donated to the Chico Unified School District

8.2. EDUCATIONAL SERVICES

- 8.2.1. Consider Expulsion of Students with the following IDs: 39995, 51138, 65998
8.2.2. Consider Expulsion Clearance of Student with the following ID: 60965

- 8.2.3. Consider Approval of the Field Trip Request for Sierra View Elementary 6th Graders to attend Butte Meadows Environmental Camp at Camp Lassen from 05/04/11 to 05/06/11
- 8.2.4. Consider Approval of the Field Trip Request for Hooker Oak 5-8th Grades to go to the Mendocino Coast and Manchester Beach KOA from 05/10/11 to 05/13/11
- 8.2.5. Consider Approval of the Field Trip Request for Rosedale 6th Graders to attend Butte Meadows Environmental Camp at Camp Lassen from 05/17/11 to 05/20/11
- 8.2.6. Consider Approval of the Quarterly Report on Williams Uniform Complaints
- 8.2.7. Consider Approval of CAHSEE Waivers for Students with Disabilities
- 8.2.8. Consider Approval of Tri-Party Memorandum of Understanding (MOU) with State and Chico Country Day School (CCDS)
- 8.2.9. Consider Approval of Consultant Agreement with the University of Oregon for training staff teams to implement Best Behavior Model of Positive Behavioral Interventions and Supports
- 8.2.10. Consider Approval of Consultant Agreement with CSU, Chico Research Foundation on behalf of Education for the Future for creation of surveys
- 8.3. **BUSINESS SERVICES**
 - 8.3.1. Consider Approval of Accounts Payable Warrants
 - 8.3.2. Consider Approval of Bid Approval for Pleasant Valley High School Beam Repairs
 - 8.3.3. Consider Approval of Bid Approval for Forest Ranch Elementary School Water Tank Replacement Project
 - 8.3.4. Consider Approval of Division of State Architect Inspector Services Pool – District-wide Projects
 - 8.3.5. Consider Approval of Agreement with City of Chico Regarding a Public Road Easement Deed of Real Property and a Public Service Easement Deed at the Intersection of Esplanade and Leora Court near the Shasta Elementary School Campus
- 8.4. **HUMAN RESOURCES**
 - 8.4.1. Consider Approval of Certificated Human Resources Actions
 - 8.4.2. Consider Approval of Classified Human Resources Actions

9. DISCUSSION/ACTION CALENDAR

- 7:45pm 9.1. **EDUCATIONAL SERVICES**
 - 9.1.1. Information: Public Schools Week (May 2-6, 2011) Information (Joanne Parsley) (5 minutes)
 - 7:50pm 9.1.2. Discussion/Action: Revised Co-Curricular Code of Conduct (Jim Hanlon/John Shepherd) (15 minutes)
 - 8:05pm 9.1.3. Information: An Update on the Status of Funding for Athletic Programs at Both Chico High and Pleasant Valley High Schools (Bob Feaster) (30 minutes)
- 8:35pm 9.2. **BUSINESS SERVICES**
 - 9.2.1. Discussion/Action: Resolution No. 1145-11, Eligibility Renewal Application for State and Federal Surplus Property Program and Authorized Signatories (Maureen Fitzgerald) (10 minutes)
 - 8:45pm 9.2.2. Discussion/Action: Architectural Agreement – Pleasant Valley High School New Classroom Building – Nichols, Melburg and Rosetto Architects and Engineers (Michael Weissenborn) (20 minutes)

9.3. HUMAN RESOURCES

- 9:05pm** 9.3.1. Discussion/Action: Resolution No. 1146-11, Teacher Appreciation Day (Bob Feaster) (5 minutes)
- 9:10pm** 9.3.2. Discussion/Action: Resolution No. 1147-11, Classified School Employee Week (Bob Feaster) (5 minutes)
- 9:15pm** 9.3.3. Discussion/Action: Resolution No. 1149-11, Adoption and Modification of the 2011/2012 Student Attendance Calendar (Bob Feaster) (15 minutes)
- 9:30pm** 9.3.4. Discussion/Action: Approval of a Tentative Agreement between CUSD and the Chico Unified Teachers' Association (CUTA) (5 minutes)
- 9:35pm** 9.3.5. Discussion/Action: Resolution No. 1150-11, Final Action: Certificated Reduction in Force for 2011-2012 (Education Code Section 44949, 44955) (Bob Feaster) (5 minutes)
- 9:40pm** 9.3.6. Discussion/Action: Resolution No. 1148-11, Elimination of Classified Services (Bob Feaster) (5 minutes)
- 9:45pm** 9.3.7. Discussion/Action: Resolution No. 1144-11, To Allow Junior High Teacher with a Single Subject Credential to Teach Outside Credential Area Based on Appropriate Coursework (Bob Feaster) (5 minutes)

9.4. GENERAL

- 9:50pm** 9.4.1. Information: First Reading of Updated/New Board Policies (Kelly Staley) (5 minutes)
- | | |
|------------|---|
| BP 1150 | Commendations and Awards |
| BP 1250 | Visitors/Outsiders |
| BP 3100 | Budget |
| BP 3516.5 | Emergency Schedules |
| BP 3555 | Nutrition Program Compliance - NEW |
| BP 4020 | Drug and Alcohol Free Workplace |
| BP 4127 | Temporary Athletic Team Coaches |
| BP 4156.2 | Awards and Recognition |
| BP 5117 | Interdistrict Attendance |
| BP 5141.21 | Administering Medication and Monitoring Health Conditions |
| BP 5141.3 | Health Examinations |
| BP 5141.31 | Immunizations |
| BP 6011 | Academic Standards |
| BP 6158 | Independent Study |
| BP 6161.1 | Selection and Evaluation of Instructional Materials |
| BP 6162.5 | Student Assessment |
| BB 9270 | Conflict of Interest |

9:55pm 10. ITEMS FROM THE FLOOR (45 minutes)

10:40pm 11. ANNOUNCEMENTS (5 minutes)

10:45pm 12. ADJOURNMENT

MINUTES

1. CALL TO ORDER

At 5:00 p.m. Board President Kaiser called the meeting to order at the Chico City Council Chambers, East Fourth and Main Streets.

Present: Kaiser, Reed, Robinson, Thompson, Griffin

Absent: None

1.1 Public comment on closed session items

The floor was open for public comment on Closed Session Items. There were no public comments. Board President Kaiser announced the Board was moving into Closed Session.

2. CLOSED SESSION**2.1 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

2.2. Conference with Real Property Negotiators

Pursuant to Government Code §54956.8
To discuss price and terms of payment of the lease for Parking Lot "A" on the corner of Warner and West Sacramento Streets with California State

Attending:

Kelly Staley, Superintendent
Bob Feaster, Assistant Superintendent
Maureen Fitzgerald, Assistant Superintendent

2.3. Update on Labor Negotiations

Employee Organizations:

Representatives:

CUTA

CSEA, Chapter #110

Kelly Staley, Superintendent
Bob Feaster, Assistant Superintendent
Maureen Fitzgerald, Assistant Superintendent

2.4. Public Employee Performance Evaluation

Per Government Code §54957
Title: Superintendent

2.5. Public Employment: Terms of Contract

Per Government Code §54957
Title: Superintendent

2.6. Public Employee Appointment

Per Government Code §54957
Title: Principal, Alternative Education

3. RECONVENE TO REGULAR SESSION**3.1 Call to Order**

At 6:03 p.m. Board President Kaiser called the Regular Meeting to Order.

3.2 Closed Session Announcements

Board President Kaiser announced the Board had been in Closed Session and had discussed Items 2.1., 2.2., and 2.6. and announced the appointment of David McKay as the new Alternative Education Principal upon retirement of Bernard Vigallon. The Board will return to Closed after Open Session to discuss the remaining closed agenda items.

3.3 Flag Salute

At 6:05 p.m. Board President Kaiser led the salute to the Flag.

MINUTES

4. **STUDENT REPORTS**

At 6:06 p.m. FVHS student Karysa Cox presented information on the school to work program, graduation activities and school culture; she also congratulated Dave McKay on his appointment. PVHS students Katie Finney and Aaron Ellis presented information on the Elementary Leadership Conference and Friday Nite Life student activities. Inspire students Maddi Heffley, Crystal Lake, Callie McCarthy, Che Morrow, Taylor Nilsson, and Ashley Volkmar presented information on their recent "Sojourn to the Past" field trip.

5. **SUPERINTENDENT'S REPORT**

At 6:32 p.m. Superintendent Staley thanked teachers for participating in the third district-wide staff development day. Jack Hulley was presented with the Superintendent's Award for his ten years of volunteer activities at Shasta Elementary. Reta Rickmers and three students presented an update on Art Studio activities.

6. **ITEMS FROM THE FLOOR**

At 6:50 p.m. People were encouraged to attend the Bingo for Autism fundraiser at the Eagles Hall on April 2, the Hershey Invitational Track and Field Event at Chico High school on Sunday, March 27 and the Empty Bowls fundraiser at CHS on Thursday, April 14.

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

At 6:51 p.m. The Board received reports from employee groups regarding negotiations from Susie Cox for CSEA, Pete Van Buskirk for CUMA, John Jenswold for CUTA and Bob Feaster for the District.

8. **CONSENT CALENDAR**

At 7:03 p.m. Board President Kaiser asked if anyone would like to pull a Consent Item for further discussion. Board Clerk Robinson asked to pull Item 8.3.3. Board Member Griffin moved to approve the remaining Consent Items; seconded by Board Member Thompson.

8.1. **GENERAL**

8.1.1. The Board approved the Minutes of Special Session on February 2, 2011, Regular Session on February 16, 2011, Special Session on March 2, 2011, and Special Session on March 5, 2011.

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

Donor	Item	Recipient
Chico Breakfast Lions Club	\$250.00	Chico Reads
Rosedale PTA	\$300.00	Chico Reads
Judith Kranz	\$250.00	Emma Wilson
Hooker Oak Parent Advisory Board	\$5,845.25	Hooker Oak K-8
Tejas & Ranjan Patel	\$100.00	Marigold
Gregory Kelly Meaghr	\$1,000.00	Neal Dow
Patricia Hood	\$15.00	Neal Dow
30 Klean Kanteen Bottles @		
Kevin Welch	\$450.00	Sierra View
BJHS PTA	\$780.50	Bidwell Jr. High
Wells Fargo Foundation Matching Gift (Martha E. Martinez)	\$40.00	Chico Jr. High
La Comida	Gift Certificates @ \$25.00	Chico Jr. High
Subway	Gift Certificates @ \$25.00	Chico Jr. High
Beach Hut Deli	Gift Certificates @ \$25.00	Chico Jr. High
Dianne & Ed Wrona	\$500.00	Chico High Music/Choral
Sandy Starnes	25 Books @ \$415.00	Chico High Library
Laura McLachlin	\$42.30	PVHS Bard's Club
Jaswinder Kaur & Vikramjit Singh	\$21.15	PVHS Bard's Club
Jin Wen & Qiu Ling Chen	\$21.15	PVHS Bard's Club
Craig & Kimberly Stilwell	\$43.15	PVHS Bard's Club
Melinda Loy	\$21.15	PVHS Bard's Club
John & Cheryl McKalip	\$21.15	PVHS Bard's Club
Lawrence & Lydie Bassow	\$21.15	PVHS Bard's Club
Feliciano & Vicky Bomactao	\$21.15	PVHS Bard's Club
Janet Gonzalez	\$21.15	PVHS Bard's Club

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Kevin & Mai Lee	\$21.15	PVHS Bard's Club
Teri Jo & Donald Buckman	\$42.30	PVHS Bard's Club
Arron & Liz Gaylor	\$21.00	PVHS Bard's Club
Celia & Tim O'Connell	\$21.15	PVHS Bard's Club
Mary Camusi Ginno	\$21.15	PVHS Bard's Club
Monica O'Neil Habib	\$43.20	PVHS Bard's Club
Colleen Ashe	\$142.30	PVHS Bard's Club
Edward King	\$42.30	PVHS Bard's Club
Lejon Palmer	\$71.15	PVHS Bard's Club
Avila Services	\$75.00	PVHS Academic Decathlon
Debbie Schuetz	\$20.00	PVHS Academic Decathlon
Lube Express	\$25.00	PVHS Academic Decathlon
PVHS Sports Boosters	\$27,348.00	PVHS Athletics
Steve & Melissa Trott	Warm-Up Shirts @ \$755.00	PVHS Volleyball
Karl & Susie Sanders	\$400.00	PVHS Volleyball
Richard Neves, Inc.	\$200.00	PVHS Volleyball
Krista & Jim Hanlon	\$150.00	PVHS Volleyball
Dana Shepherd	\$100.00	PVHS Volleyball
Howard Pedersen	\$100.00	PVHS Volleyball
Scott Houchin	\$200.00	PVHS Volleyball
Mike Wiltermood	\$400.00	PVHS Volleyball
Brian & Janice Doran	\$100.00	PVHS Volleyball
Jacquie Harrison	\$100.00	PVHS Volleyball
Lyle & Wendy Thompson	\$250.00	PVHS Volleyball
Debbie Hirschi	\$100.00	PVHS Volleyball
Karen Heuton	\$125.00	PVHS Volleyball
Tom & Jane Miles	\$50.00	PVHS Volleyball
Julie Rix	\$93.00	PVHS Library
Michelle Cox Henderson	\$100.00	PVHS Library
Ryan Roth Gallo	\$800.00	PVHS Library
Dan Minsart	\$20.00	PVHS Library
Connie Chrysler	\$25.00	PVHS Library
Chico Sports Club	20 Workout Mats @ \$100.00	Fair View High

- 8.1.3. The Board approved Resolution 1141-11, To Support Senate Constitutional Amendment 5, which would allow school districts, community college districts, and county offices of education to pass a parcel tax with a 55 percent majority vote rather than the currently required two-thirds

8.2. EDUCATIONAL SERVICES

- 8.2.1. The Board approved the Expulsion of Students with the following IDs: 52159, 52362, 66431, 68227.
- 8.2.2. The Board approved the Expulsion Clearance of Student with the following ID: 44082.
- 8.2.3. The Board approved the Field Trip Request for Members of SkillsUSA Group and Advisors to attend the Skills USA State Leadership and Skills Conference in San Diego, CA from 4/28/11-5/1/11.
- 8.2.4. The Board approved the Field Trip Request for CHS MESA to Attend the CA Academy of Science Physics Day @ Great America in Santa Clara, CA from 5/5/11-5/6/11.
- 8.2.5. The Board approved the Field Trip Request for Hooker Oak 4-5th graders to attend the Maritime Museum in San Francisco, CA from 3/24/11-3/25/11.

8.3 BUSINESS SERVICES

- 8.3.1. The Board approved the Accounts Payable Warrants.
- 8.3.2. The Board approved the Declaration of Surplus Property.
- 8.3.3. This item was pulled for further discussion.
- 8.3.4. The Board approved the Consultant Agreement with Holdrege & Kull for Geological and Geotechnical Investigation at Pleasant Valley High School.

MINUTES

8.4 HUMAN RESOURCES

8.4.1. The Board approved the Certificated Human Resources Actions.

Name/Employee #	Assignment	Effective	Comment
<u>2010/11 Temporary Appointment(s) According to Board Policy</u>			
Aguilar, Juan	Elementary	2/23/11-5/26/11	0.6 FTE Temporary Appointment (in addition to current 0.2 FTE assignment)
Brown, Carrie	Elementary Counselor	2/22/11-5/26/11	0.2 FTE Temporary Appointment (in addition to current 0.8 FTE assignment)
Campos, Deborah	School Nurse	3/7/11-5/26/11	0.6 FTE Temporary Appointment
Cano, Leopoldo	Elementary Counselor	2/22/11-5/26/11	0.2 FTE Temporary Appointment (in addition to current 0.6 FTE assignment)
<u>2011/12 Leave Requests</u>			
Girt, Kerrie	Secondary	2011/12	0.2 FTE Child Care Leave
<u>Rescission of 2011/12 Leave Request</u>			
Johnson, Elizabeth	Secondary	2011/12	Rescind 1.0 FTE Personal Leave Request (Approved 2/2/11)
<u>Spring Coaching Appointments</u>			
Borg, Mike	CHS Track-JV Assist Girls	Kemp, Rich	CHS Track-Varsity Boys
Bruchler, Kirk	CHS Baseball-JV	Longueira, Tony	CHS Soccer-Varsity Girls
Carton, Robert	CHS Baseball-Varsity	Mitchell, John	PVHS Volleyball-Varsity Boys
Catalano, Linda	CHS Track-JV Girls	Mosier, David	PVHS Track-Varsity Assist Girls
Crawford, David	PVHS Golf-Varsity Boys	Najero, Merced	PVHS Soccer-JV Girls
Deluna, Amy	PVHS Track-JV Boys	Oberlander, Steve	CHS Track-JV Assist Boys
Domek, Patrick	PVHS Track-Varsity Assist Boys	Peters, Michael	PVHS Softball-JV
Edson, Dale	CHS Track-Varsity Girls	Quist, Robert	CHS Track-Varsity Assist Boys
Flory, Bill	PVHS Track-Varsity Girls	Salado, Randi	CHS Softball-Varsity
Ford, Greg	PVHS Tennis-Varsity Boys	Sheley, Chuck	CHS Track-Varsity Assist Girls
Girt, Kevin	CHS Track-JV Boys	Silva, Brett	PVHS Soccer-Varsity Girls
Godinez, Mary Carmen	CHS Volleyball-Varsity Boys	Simon, Russell	PVHS Track-JV Assist Girls
Haley, Bill	PVHS Baseball-JV	Souza, Ron	PVHS Baseball-Varsity
Jackson, Pam	PVHS Track-JV Girls	Tallerico, Tony	PVHS Softball-Varsity
Jackson, Sterling	PVHS Track-Varsity Boys	Wilson, Eldon	CHS Tennis-Varsity Boys
Johnson, Christine	CHS Softball-JV	Wisdom, Kevin	CHS Golf-Varsity Boys

8.4.2. The Board approved the Classified Human Resources Actions

<u>ACTION NAME</u>	<u>CLASS/LOCATION/ ASSIGNED HOURS</u>	<u>EFFECTIVE</u>	<u>COMMENTS/PRF #/ FUND/RESOURCE</u>
APPOINTMENT			
ANDERSON, BETTY	LT CAFETERIA ASSISTANT/EMMA WILSON/2.3	3/9/2011-5/26/2011	NEW LIMITED TERM POSITION/195/ NUTRITION/0000
BOYD, DONNA	CAFETERIA ASSISTANT/CJHS/1.5	3/21/2011	VACATED POSITION/121/ NUTRITION/0000

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BRACEWELL, JACK	CAFETERIA ASSISTANT/BJHS/2.0	3/21/2011	VACATED POSITION/194/ NUTRITION/0000
CLARK, CORRENA	IA-SPECIAL EDUCATION/CHAPMAN/3.0	2/24/2011	VACATED POSITION/66/ SPECIAL ED/6500
DIXON, CONSTANCE	IA-SPECIAL EDUCATION/CHS/4.0	3/21/2011	VACATED POSITION/151/ SPECIAL ED/6500
DUTRA, DEBORAH	LT IA-SPECIAL EDUCATION/CJHS/1.0	2/16/2011-5/26/2011	NEW LIMITED TERM POSITION/187/ ARRA SPECIAL ED/3313
FLOYD, HEATHER	LT IA-SPECIAL EDUCATION/HOOKER OAK/2.0	2/23/2011-5/26/2011	NEW LIMITED TERM POSITION/178/SPECIAL ED/6501
GEDNEY, FRANCES	CAFETERIA ASSISTANT/CHS/2.0	2/14/2011	VACATED POSITION/179/ NUTRITION/0000
HAYES, ANN	LT IA-SPECIAL EDUCATION/BJHS/1.0	1/3/2011-5/26/2011	EXISTING POSITION/168/ ARRA SPECIAL ED/3313
LANG, DANIELLE	INSTRUCTIONAL ASSISTANT/NEAL DOW/4.0	2/15/2011	NEW POSITION/159/ CATEGORICAL/3010
LEDESMA, MARISOL	LT IA-SPECIAL EDUCATION/CJHS/1.0	2/16/2011-5/26/2011	NEW LIMITED TERM POSITION/187/ ARRA SPECIAL ED/3313
MARSHBURN, TAMI	LT INSTRUCTIONAL ASSISTANT/MCMANUS/4.0	2/28/2011-5/26/2011	DURING ABSENCE OF INCUMBENT/166/ CATEGORICAL/3010
MARTIN, THERESA	CAFETERIA ASSISTANT/BJHS/3.0	3/11/2011	VACATED POSITION/200/ NUTRITION/0000
MICHAELS, JOHN	SR GROUNDS WORKER/M & O/8.0	3/14/2011	VACATED POSITION/163/ GENERAL/0000
RAVETZ, ANGELA	IA-SPECIAL EDUCATION/BJHS/7.1	3/9/2011	EXISTING POSITION/209/ CATEGORICAL/3010
RAVETZ, ANGELA	IA-SPECIAL EDUCATION/BJHS/5	3/9/2011	EXISTING POSITION/210/ CATEGORICAL/3010
RODRIGUEZ, DEBORAH	LT IPS-HEALTHCARE/LOMA VISTA/3.0	2/12/2011-5/26/2011	DURING ABSENCE OF INCUMBENT/202/ SPECIAL ED/6501
SATTAH, LINA	LT CAFETERIA ASSISTANT/CHS/1.2	3/21/2011-5/26/2011	DURING ABSENCE OF INCUMBENT/164/ NUTRITION/0000
SMYTH, M. LYNN	IA-SR ELEMENTARY GUIDANCE/CITRUS/1.6	3/21/2011	VACATED POSITION/198/ GRANT/7829
SMYTH, M. LYNN	IA-SR ELEMENTARY GUIDANCE/CITRUS/1.0	3/21/2011	VACATED POSITION/199/ GRANT/7829
XIONG, MAI	TARGETED CASE MANAGER- BIL/MCMANUS/4.0	2/24/2011	NEW POSITION/154/ CATEGORICAL/6240
RE-EMPLOYMENT			
BELCHER, BRENDA	SR CUSTODIAN/CHS/8.0	2/14/2011	VACATED POSITION/173/ GENERAL/0000
REINSTATEMENT			
ROSALES, LIDIA	SCHOOL BUS DRIVER-TYPE 1/TRANSPORTATION/5.4	2/22/2011	VACATED POSITION/ TRANSPORTATION/7230

MINUTES

VOLUNTARY REDUCTION IN HOURS

CORCORAN, KATHLEEN	IA-SR ELEMENTARY GUIDANCE/CITRUS/1.4	2/28/2011	EXISTING POSITION
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LEAVE OF ABSENCE

BERNEDO, ANNA	IPS-CLASSROOM/ROSEDALE/3.5	2/12/2011-6/3/2011	PART-TIME PER CBA 5.12
BOELEN, NICHOLAS	IPS-CLASSROOM/LOMA VISTA/3.0 & 3.0	4/5/2011-5/26/2011	PER CBA 5.3.3
BOWMAN, R. PATRICIA	IA-BILINGUAL/PARKVIEW/3.0 & 1.5	3/21/2011-4/12/2011	PER CBA 5.12
BOWMAN, R. PATRICIA	IA-BILINGUAL/SIERRA VIEW/1.0	3/21/2011-4/12/2011	PER CBA 5.12
BOWMAN, R. PATRICIA	IA-BILINGUAL/MCMANUS/1.0	3/21/2011-4/12/2011	PER CBA 5.12
CLINTON, MELISA	CAFETERIA ASSISTANT/CHS/2.0	3/8/2011-5/26/2011	PER CBA 5.12, AMEND TO PART-TIME LOA
KENNEDY, SHERYL	IPS-CLASSROOM/EMMA WILSON/6.0	2/24/2011-3/22/2011	PER CBA 5.12
PAHLKA, CARMEN	IPS-HEALTHCARE/ROSEDALE/3.0	2/12/2011-5/26/2011	PER CBA 5.12
PARSONS, DIANA	INSTRUCTIONAL ASSISTANT/NEAL DOW/4.0	2/14/2011-3/31/2011	PER CBA 5.3.3
SULLIVAN, SEAN	SCHOOL BUS DRIVER-TYPE 2/TRANSPORTATION/8.0	3/2/2011-6/7/2011	PER CBA 5.3.3

RESIGNED THIS POSITION ONLY

BELCHER, BRENDA	CUSTODIAN/CJHS/8.0	2/13/2011	RE-EMPLOYMENT
BRACEWELL, JACK	CAFETERIA ASSISTANT/CCDS/1.6	3/20/2011	INCREASE IN HOURS
CORCORAN, KATHLEEN	IA-SR ELEMENTARY GUIDANCE/CITRUS/1.0	2/25/2011	VOLUNTARY RESIGNATION
GEDNEY, FRANCES	CAFETERIA ASSISTANT/CHS/4.0	2/13/2011	VOLUNTARY REDUCTION IN HOURS
MARTIN, THERESA	CAFETERIA ASSISTANT/BJHS/2.5	3/10/2011	INCREASE IN HOURS
RAVETZ, ANGELA	IA-SPECIAL EDUCATION/BJHS/6.8	3/8/2011	INCREASE IN HOURS
RAVETZ, ANGELA	IA-SPECIAL EDUCATION/BJHS/2	3/8/2011	INCREASE IN HOURS

RESIGNATION/TERMINATION

MARSHBURN, TAMI	PARENT CLASSROOM AIDE- RESTR/MCMANUS/4.2	2/27/2011	VOLUNTARY RESIGNATION
MOSHER, ABRAHAM	IPS-HEALTHCARE/BJHS/7.0	2/14/2011	AUTO RESIGNATION
ROSALES, LIDIA	SCHOOL BUS DRIVER-TYPE 1/TRANSPORTATION/5.4	2/7/2011	RELEASED
SCHMIDT, LISA	CAFETERIA ASSISTANT/BJHS/3.0	2/28/2011	VOLUNTARY RESIGNATION
WHITE, SHANNON	IPS-HEALTHCARE/LOMA VISTA/6.0	2/24/2011	AUTO RESIGNATION

(Consent Vote)

AYES: Kaiser, Reed, Robinson, Thompson, Griffin

NOES: None

ABSENT: None

MINUTES

9. DISCUSSION/ACTION CALENDAR**ITEMS REMOVED FROM CONSENT FOR FURTHER DISCUSSION:**

Item 8.3.3. Consider Approval of Board Resolution #1140-11, to Support Michelle Obama's Move It! Campaign.

At 7:03 p.m. Board Clerk Robinson requested information on how Resolution No. 1140-11 would be implemented. Director Tanya Harter and Carol Lams, CSUC, provided an explanation of the campaign and plans for implementation. Board Clerk Robinson moved to approve Resolution #1140-11; seconded by Board Member Griffin.

AYES: Kaiser, Reed, Robinson, Thompson, Griffin

NOES: None

ABSENT: None

9.1 EDUCATIONAL SERVICES**9.1.1. Discussion/Action: Consider Approval of New Course Proposal at PVHS, Advanced Placement World History**

At 7:17 p.m. PVHS Principal John Shepherd provided a brief explanation of why the new course was being requested and introduced PVHS teacher Charles Copeland who presented an overview of the course and addressed questions from the Board. Board Member Griffin moved to approve the new course proposal; seconded by Board Clerk Robinson.

AYES: Kaiser, Reed, Robinson, Thompson, Griffin

NOES: None

ABSENT: None

9.2. BUSINESS SERVICES**9.2.1. Discussion/Action: School Business Systems Recommendation**

At 7:35 p.m. Assistant Superintendent Fitzgerald presented information on the necessity of a new software program for business services and stated the anticipated conversion date for all functions is January 2012. Board Vice President Reed moved to approve the School Business Systems Recommendation; seconded by Board Member Griffin.

AYES: Kaiser, Reed, Robinson, Thompson, Griffin

NOES: None

ABSENT: None

9.2.2. Discussion/Action: Budget Update: 2010-11 Second Period Interim Report

At 7:43 p.m. Assistant Superintendent Fitzgerald presented the 2010-11 Second Period Interim Report and addressed questions from the Board. Board Vice President Reed moved to approve the Second Period Interim Report, but with a Qualified Certification rather than a Positive Certification; seconded by Board Member Thompson.

AYES: Reed, Robinson, Thompson

NOES: Kaiser, Griffin

ABSENT: None

10. ITEMS FROM THE FLOOR

At 8:25 p.m. Board President Kaiser asked if there were any items from the floor. There were none.

11. ANNOUNCEMENTS

Board Member Thompson encouraged attendance to the Simply Dinner fundraiser by the Friends of Ag for CHS Ag Department on April 7 at the Chico Masonic Lodge.

12. ADJOURNMENT

At 8:30 p.m. Board President Kaiser adjourned the open session of the meeting and announced the Board was moving into Closed Session.

At 9:43 p.m. Board President Kaiser announced that during closed session the Board had decided how to record the data rankings and made editorial changes to the draft evaluation of the Superintendent. The final draft will be

MINUTES

reviewed by the Board once the changes are incorporated. Further the Board decided to search for a Saturday date in April to focus on discussing the goals for the upcoming year. The meeting was adjourned at 9:45 p.m.

:mm

APPROVED:

Board of Education

Administration

MINUTES

1. CALL TO ORDER

At 6:04 p.m. Board President Kaiser called the Special Board Meeting to order in the Library at Pleasant Valley High School, 1475 East Avenue.

Present: Kaiser, Reed, Robinson, Thompson, Griffin

Absent: None

2. CONSENT CALENDAR

At 6:05 p.m. Board President Kaiser 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 Vice President Reed.

2.1. EDUCATIONAL SERVICES

2.1.1 The Board approved the Expulsion Clearance of Students with the Following IDs: 36867, 38987, 39184, 39831, 40346, 40600, 42161, 43097, 43602, 51382, 51508, 58855, 58953, 59572, 61498, 63101, 66113

2.1.2. The Board approved the Expulsion of Students with the Following IDs: 44078, 56153, 68077

2.1.3. The Board approved the Field Trip Request for the MJHS 8th Grade Peer Mediators to Visit with Holocaust Survivors in Mendocino, CA from 4/10/11-4/11/11

(Consent Vote)

AYES: Kaiser, Reed, Robinson, Thompson, Griffin

NOES: None

ABSENT: None

3. DISCUSSION/ACTION CALENDAR**3.1 EDUCATIONAL SERVICES****3.1.1. Information: Update on Progress of CUSD Elementary Schools**

At 6:06 p.m. Director Joanne Parsley introduced the six elementary school principals who would be presenting information about the programs and practices at each of their sites: Kimberly Rodgers, Emma Wilson; Sue Hegedus, Hooker Oak; David Murgia, Little Chico Creek; Rhys Severe, Marigold; Larry Spini, Shasta; and Debbie Aldred, Sierra View. Principal Dave Murgia presented an overview of the commonalities between the schools and then each principal, along with teachers from the sites, provided information on individual site programs and outcomes.

3.1.2. Discussion/Action: The Blue Oak School Charter Petition

At 7:17 p.m. Charter Liaison John Bohannon presented background information on the Blue Oak Charter School and reviewed Charter regulations. He then presented data and findings gathered by the Charter School Review Committee. The CUSD Board of Education was presented with two options: Option A, Adopt Resolution 1142-11, denying the Blue Oak Charter petition using California Education Code reasons for denial; and Option B, Adopt Resolution 1143-11, approving the Blue Oak Charter petition for a two-year approval with stipulations addressed in the resolution. At 7:53 p.m. the floor was open for public comment. Two Blue Oak students, Lucy Sandoe and Sylvia Pape, addressed the Board along with Marc Kessler, the lead petitioner, about why the petition should be approved. CUSD Psychologist, Rose Wanken, shared concerns about the Blue Oak philosophy regarding students with special needs. At 8:05 p.m. the public comment period was closed and the floor was open for Board discussion. At 8:36 p.m. Board Vice President Reed moved to approve Option A, Resolution 1142-11; seconded by Board Clerk Robinson.

AYES: Reed, Robinson

NOES: Thompson, Griffin

ABSTAIN: Kaiser

ABSENT: None

MINUTES

Since there was no majority vote, Board Member Griffin moved to approve Option B, Resolution 1143-11 approving the Blue Oak Charter petition for a two-year approval with stipulations addressed in the resolution; seconded by Board Member Thompson.

AYES: Kaiser, Thompson, Griffin

NOES: Reed, Robinson

ABSTAIN: None

ABSENT: None

3.2 BOARD

3.2.1. **Discussion/Action: Development of 2011-2012 CUSD Board Goals**

At 8:50 p.m. Board President Kaiser stated this item would be moved to the Special Board Meeting scheduled for Saturday, April 9, 2011, at 9:00 a.m. in the Large Conference Room at the Chico Unified District Office at 1163 East 7th St.

At 8:52 p.m. Board President Kaiser announced the open session was adjourned and the Board moved into Closed Session. There were no public comments on closed session items.

4. **CLOSED SESSION**

4.1. Conference with Legal Counsel

Anticipated Litigation

Significant exposure to litigation

Pursuant to Government Code

Section 54954.5(b)

Attending:

Kelly Staley, Superintendent

Bob Feaster, Asst. Superintendent

Maureen Fitzgerald, Asst. Superintendent

Paul Gant, Attorney at Law

4.2. Update on Labor Negotiations

Employee Organizations:

Representatives:

CUTA

CSEA, Chapter #110

Kelly Staley, Superintendent

Bob Feaster, Asst. Superintendent

Maureen Fitzgerald, Asst. Superintendent

5. **ADJOURNMENT**

At 9:55 p.m. Board President Kaiser announced there was nothing to report from Closed Session and the meeting was adjourned.

:mm

APPROVED:

Board of Education

Administration

MINUTES

1. CALL TO ORDER

At 9:10 a.m. Board President Kaiser called the April 9, 2011, Special Meeting to order in the Large Conference Room at the Chico Unified District Office, at 1163 East Seventh Street.

Present: Kaiser, Reed, Robinson, Thompson, Griffin

Absent: None

2. School Board Self-Evaluation**2.1 Discussion/Action: Board Self-Evaluation**

The Board self-evaluation was tabled for a future meeting.

3. Governance Norms**3.1 Discussion/Action: Review Governance Norms**

The Governance Norms were discussed; no action was taken.

4. Goal Setting for 2011-2012**4.1 Discussion/Action: Development of 2011-2012 CUSD Board Goals**

The Goals were discussed and finalized. Board Vice President Reed moved to approve the 2011-2012 CUSD Board Goals; seconded by Board Member Griffin.

AYES: Kaiser, Reed, Robinson, Thompson, Griffin

NOES: None

ABSENT: None

5. CLOSED SESSION**5.1 Public Employee Performance Evaluation**

Per Government Code §54957

Title: Superintendent

5.2 Public Employment: Terms of Contract

Per Government Code §54957

Title: Superintendent

6. ADJOURNMENT

At 11:30 a.m. Board President Kaiser stated there was nothing to report from Closed Session.

:mm

APPROVED:

Board of Education

Administration

DONATIONS/GIFTS

8.1.2.
Page 1 of 1

Donor	Item	Recipient
CSU, Chico/Robin Embry	\$145.00	Chapman
	School Supplies/Luncheons/Field Trips @	
Pris Montgomery	\$1,271.32	Citrus
Nathan Pulliam	Gift Card @ \$10.00	Emma Wilson
Karen Harwick	Books @ \$30.00	Neal Dow
Alice Reyhner	\$1,000.00	Neal Dow Library
Chico Rotary	Gift Certificate @ \$150.00	Rosedale
Creative Composition	34 Trim Books @ \$184.03	Shasta
James McLain	\$30.00	Sierra View
Mom's Restaurant	\$812.00	Sierra View
Gary LaRault	\$30.00	Sierra View
Samandeep Tatla	\$100.00	Sierra View
Howard and Marjorie Alston	2 Low Vision Simulator Kits @ \$460.00	Loma Vista
Mr. & Mrs. Stilwell	\$500.00	Loma Vista
BJHS PTA	\$1,340.00	Bidwell Jr. High
Thomas & Nancy Masterson	Books @ \$25.00	Marsh Jr. High
Media All Stars, Inc.	\$1,000.00	PVHS Athletics
Gregory Peitz/Costco	\$90.00	PVHS Athletics
Daniel & Nathalie Thomas	\$200.00	PVHS Athletics
Tong Fong Low	\$600.00	PVHS Athletics
Anonymous	\$350.00	PVHS Athletics
Denise & Robert Speer	\$750.00	PVHS Athletics
Kim Young	4 Tennis Racquets @ \$320.00	PVHS PE
Ryan Patton	\$20.00	PVHS Girls' Tennis
Charles Tumer	\$30.00	PVHS Girls' Tennis
Susanne & Colin Boggs	\$150.00	PVHS Girls' Tennis
PVHS Sports Boosters	\$34,000.00	PVHS Athletics
PVHS Sports Boosters	\$161.00	PVHS Girls' Soccer
PVHS Sports Boosters	\$3,437.69	PVHS Boys' Volleyball
Jim Thonup	\$150.00	PVHS Boys' Volleyball
Christine Holt	\$100.00	PVHS Boys' Volleyball
Paul & Melissa Harbison	\$200.00	PVHS Academic Decathlon Team
Lee-Anne Calhoon	\$20.00	PVHS Foreign Language
Charlie Copeland/Sally Foltz	Books @ \$1,484.00	PVHS Library
Leslie Keller	Book @ \$25.99	PVHS Library
Stephen McGarr	Book s @ \$26.00	PVHS Library

TITLE: Field Trip Request - Environmental Camp

Action: _____
Consent: X
Information: _____

Prepared by: **Debbie Aldred, Principal**

Background Information

Sierra View 6th grader will be traveling to Butte Meadows to attend Environmental Camp. This will be Sierra View's 21st year offering this environmental camp experience. The trip will start on Wednesday, May 4, 2011 and returning on Friday, May 6, 2011. The students will be traveling by a District bus.

Educational Implications

Environmental Camp will provide students with activities that address 6th grade Science Standards. Students will develop a deeper awareness, understanding, and appreciation of the interrelationships of all life by attending classes about Energy, Cycles, & Diversity, Community & Interrelationships, and Change & Adaptation.

Fiscal Implications

No impact on the general fund. Funds for this field trip will be earned through fund raising activities and parent donations.

RECEIVED

CHICO UNIFIED SCHOOL DISTRICT

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

8.2.3.
Page 2 of 2

MAR 21 2011

EDUCATIONAL
SERVICES

FIELD TRIP REQUEST

TO: CUSD Board of Education

Date: February 28, 2011

FROM: Daryl Bender, Cindy Heffren

School/Dept.: Sierra View Elementary

Dean Passanisi

SUBJECT: Field Trip Request

Request is for 6th Grade Environmental Camp

(grade/class/group)

Destination: Camp Lassen Activity: Butte Meadows Outdoor School

from May 4, 2011 / 10:00 am to May 6, 2011 / 1:00 pm
(dates) / (times) (dates) / (times)

Rationale for Trip: Science camp covering 6th Grade Standards

Number of Students Attending: 78 Teachers Attending: 3 Parents Attending: 18

Student/Adult Ratio: ~~78~~ / 21

Transportation: Private Cars CUSD Bus XX Charter Bus Name
Other:

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

ESTIMATED EXPENSES:

Fees \$ Substitute Costs \$ 468.00 Meals \$ 2,600.00
Lodging \$ 2,550.00 Transportation \$ 1,540.00 Other Costs \$ 4,100.00

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

Name 6th Grade Camp Acct. #: 01-0024-0-1300-4900-280 \$

Name Acct. #: \$

Daryl Bender
Requesting Party

2-28-11
Date

R. Aldred
Site Principal

2/28/11
Date



Approve/Minor



Do not Approve/Minor

or

or

Recommend/Major

Not Recommended/Major

(If transporting by bus or Charter)

[Signature]
Director of Transportation

3/8/11
Date

IF MAJOR FIELD TRIP

[Signature]
Director of Educational Services

3-11-11
Date



Recommend



Not Recommended



Approved



Not Approved

Board Action

Date

PROPOSED AGENDA ITEM: Field Trip Request for Hooker Oak 5-8th grades to go to the Mendocino Coast and Manchester Beach KOA

Prepared by: Denise Findlay

☒ Consent

Board Date April 20, 2011

☐ Information Only

☐ Discussion/Action

Background Information

Fifth and eighth graders from the Hooker Oak OSC Program will be attending this trip to the Mendocino Coast and Manchester Beach KOA. This trip relates to science and social studies curriculum. Students from Hooker Oak have taken this particular trip before in the spring of 2009.

Educational Implications

The main focus of this trip is related to the life/earth science curricula for the 5-8th grade program. In science at Hooker Oak we are in the earth science/history of the earth cycle of our combination "loop." Both the 6th and 7th grade curricula have standards that cover geology and the history of the Earth. The California coast is one of the most geologically active regions in the world. It is the perfect outdoor laboratory to gain visual and hands-on experiences for students who are studying these content areas. In social studies, students will visit Fort Ross, which was first a Russian fort and then owned by the State of California. It has significance for the 5-8th grade program, because this year both the 5/6 and the 7/8 classes are studying American History and the westward expansion of the frontier in the United States.

Fiscal Implications

The field trip will be funded through fundraisers (both parent and student) and donations from parents.

Additional Information

Students will be transported via private cars driven by parents of the students. Some parents will follow in private cars/trucks with equipment, food, etc. to Manchester Beach KOA. Supervision ratios will be 1 adult to 5 students. Adults include teachers, parents and student teachers. This is a four day, three night field trip. Departure is on May 10, 2011 at 8:00am and the return is May 13, 2011 at approximately 5:00pm.

Grade 6: Focus on Earth Sciences

Plate Tectonics and Earth's Structure

1. Plate tectonics accounts for important features of Earth's surface and major geologic events. As a basis for understanding this concept:
 - a. Students know evidence of plate tectonics is derived from the fit of the continents; the location of earthquakes, volcanoes, and midocean ridges; and the distribution of fossils, rock types, and ancient climatic zones.
 - b. Students know Earth is composed of several layers: a cold, brittle lithosphere; a hot, convecting mantle; and a dense, metallic core.
 - c. Students know lithospheric plates the size of continents and oceans move at rates of centimeters per year in response to movements in the mantle.
 - d. Students know that earthquakes are sudden motions along breaks in the crust called faults and that volcanoes and fissures are locations where magma reaches the surface.
 - e. Students know major geologic events, such as earthquakes, volcanic eruptions, and mountain building, result from plate motions.
 - f. Students know how to explain major features of California geology (including mountains, faults, volcanoes) in terms of plate tectonics.
 - g. Students know how to determine the epicenter of an earthquake and know that the effects of an earthquake on any region vary, depending on the size of the earthquake, the distance of the region from the epicenter, the local geology, and the type of construction in the region.

Shaping Earth's Surface

2. Topography is reshaped by the weathering of rock and soil and by the transportation and deposition of sediment. As a basis for understanding this concept:
 - b. Students know rivers and streams are dynamic systems that erode, transport sediment, change course, and flood their banks in natural and recurring patterns.
 - c. Students know beaches are dynamic systems in which the sand is supplied by rivers and moved along the coast by the action of waves.
 - d. Students know earthquakes, volcanic eruptions, landslides, and floods change human and wildlife habitats.

CHICO UNIFIED SCHOOL DISTRICT

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

8.2.4.
Page 3 of 3

FIELD TRIP REQUEST

FROM: Findlay, Coombe, Geise

School/Dept.: Hooker Oak

SUBJECT: Field Trip Request

Request is for 5-8 Grades (Findlay, Coombe, Geise)

(grade/class/group)

Destination: Manchester Beach KOA

Activity: Field Trip

from 5/10/11, 8:00am
(dates) / (times)

to 5/13/11, 5:00pm
(dates) / (times)

Rationale for Trip: Science, Geology/Earth's History in terms of change over time; tide pools -

Classification of organisms; Social Studies - Civil War / Settlement of US and Westward Movement

Number of Students Attending: 80 Teachers Attending: 3 Parents Attending: 20

Student/Adult Ratio: 1:5

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 \$ 150.00/student Substitute Costs \$ 0 Meals \$ included in \$150.00

Lodging: included in \$150 Transportation \$ 0 Other Costs \$ 0

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

Name _____ Acct. #: _____ \$ _____

Name _____ Acct. #: _____ \$ _____

Findlay/Coombe/Geise

Requesting Party

2/23/11

Date

[Signature]

Site Principal

3-1-11

Date



Approve/Minor



Do not Approve/Minor

or

Recommend/Major

or

Not Recommended/Major

(If transporting by bus or Charter)

n/a

Director of Transportation

Date

IF MAJOR FIELD TRIP

[Signature]

Director of Educational Services

3-23-11

Date



Recommend



Not Recommended



Approved



Not Approved

Board Action

Date

PROPOSED AGENDA ITEM: Field Trip Request - - - Rosedale Elementary School

Prepared by: Claudia de la Torre, Principal

☒ Consent *CDT*

☐ Information Only
☐ Discussion/Action

April 20, 2011

Background Information

Sixth grade students from Rosedale Elementary School will be attending Science Camp at Butte Meadow, California for four days and three nights. The dates are May 17th – May 20, 2011.

Education Implications

The camp program is consistent with our educational goals and objectives in 6th grade. The program focuses on Earth Science Standards in the areas of eco-systems, ecology, environment, living resources & energy biomes. The camp provides hands on and enrichment experiences with Earth Science content.

Fiscal Implications

The fee per camper is approximately \$110.00 – fundraising has lowered the cost per student to \$80. Transportation costs are included in this fee. Funds for Science Camp will be covered by the Environmental Ed Account. The money in this account will be raised by fundraising or donations.

Additional Information

Students will be housed in cabins with parents and Chico State University students serving as cabin counselors. The ratio of counselor to students will be . Rosedale teachers will be teaching the content, with support staff or parents assisting.

CHICO UNIFIED SCHOOL DISTRICT

1163 East Seventh Street

Chico, CA 95928-5999

(530) 891-3000

8.2.5.

Page 2 of 2

FIELD TRIP REQUEST

TO: CUSD Board of Education

Date: April 7, 2011

FROM: Adan Mota & Roy Tadeo

School/Dept.: Rosedale Elementary School

SUBJECT: Field Trip Request

Request is for 6th Grade Science Camp

(grade/class/group)

Destination: Butte Meadows/Camp Lassen Activity: Environmental Camp

From: May 17, 2010 / 8:30 am

to May 20, 2010 / 1:00 p.m.

(dates) / (times)

(dates) / (times)

Rationale for Trip: Hands on experience with Earth Science content

Number of Students Attending: 61 Teachers Attending: 3 Parents Attending: 15

Student/Adult Ratio: 3.38:1

Transportation: Private Cars _____ CUSD Bus XX Charter Bus Name _____

Other: _____

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

ESTIMATED EXPENSES:

Fees \$ 10,000

Substitute Costs \$ _____

Meals \$1,000

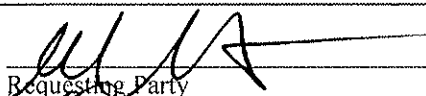
Lodging \$2,750.00

Transportation \$ 720.00

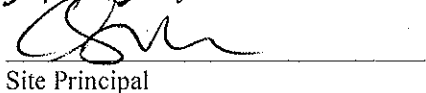
Other Costs \$ See attached

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

Environmental Ed Account 01-0024-0-1300-4900-260


 Requesting Party

 4/7/11
 Date


 Site Principal

 4/7/11
 Date
☐

Approve/Minor

☐

Do not Approve/Minor

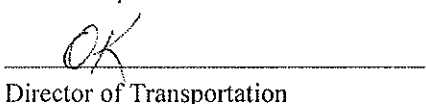
or

Recommend/Major

or

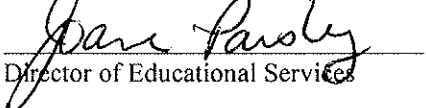
Not Recommended/Major

(If transporting by bus or Charter)


 Director of Transportation

Date

IF MAJOR FIELD TRIP


 Director of Educational Services

 4-13-11
 Date
☒

Recommend

☐

Not Recommended

☐

Approved

☐

Not Approved

Board Action

Date

ES-7

Revised 8/04

PROPOSED AGENDA ITEM: Quarterly Report on Williams Uniform Complaints

Prepared by: Janet Brinson

☒

Consent

Board Date April 20, 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
2010-2011 FISCAL YEAR
[Education Code § 35186(d)]

8.2.6.
Page 2 of 2

District: Chico Unified School District

Person completing this form: Janet Brinson

Title: Director

Quarterly Report Submission Date:
(check one)

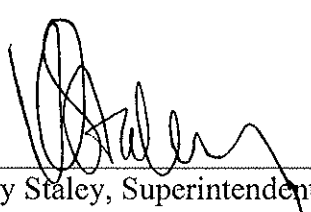
- ☒ April 2011
☐ July 2011
☐ October 2011
☐ January 2012

Date for information to be reported publicly at governing board meeting: April 20, 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			
TOTALS			



Kelly Staley, Superintendent

4-14-11

Date

PROPOSED AGENDA ITEM:

Approval of CAHSEE Waivers for Students with Disabilities

Prepared by:
Michael Morris

 X Consent Board Date: 4-20-11

 Information Only

 Discussion/Action

Background Information

Students with disabilities who take the California High School Exit Exam (CAHSEE) with modification (for example, using a calculator on the math test or having the English Language Arts test read aloud) receive an invalid score on the test. The school board may grant a waiver of the requirement to pass the CAHSEE under certain conditions.

A waiver is only required for students who:

- 1) Took one or both portions of the CAHSEE with a modifications AND
- 2) Attained the equivalent of a passing score (350 or more points) on the CAHSEE.

At the parent or guardian's request, a school principal shall submit a request for a waiver of the requirement to successfully pass the high school exit examination to the governing board of the school district.

Educational Implications

If a student takes one or both portions of the CAHSEE with modifications and receives a passing score (350 or higher), s/he is eligible for a waiver of the requirement to pass the California High School Exit Exam. All other graduation requirements must be met.

Fiscal Implications

None

AGENDA ITEM: Approval of Tri-Party MOU with State and CCDS

Prepared by: John Bohannon

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

Board Date: April 20, 2011

Background Information

Chico Country Day School has received approval for a Preliminary Apportionment from the State of California to modernize the campus at 102 West 11th Street.

The CCDS and CUSD boards approved a Facilities Use Agreement (FUA) for the Prop. 1d modernization project in November 2010.

The CCDS board approved a Funding Agreement with the state and the Tri-Party MOU with the State and CUSD at the CCDS board meeting on April 13, 2011. CCDS also submitted SAB 50-05 as it agreed to in the Prop. 1d FUA.

The Tri-Party MOU is created by the state and cannot be altered by the school district or charter school.

Educational Implications

Fiscal Implications

MEMORANDUM OF UNDERSTANDING

By and Among:

Chico Country Day School, a California Charter School;

and

Chico Unified School District, a California Public School District;

and

The State of California,
State Allocation Board and California School Finance Authority

ARTICLE I – PURPOSE

- A. This Memorandum of Understanding ("MOU") is made and entered into as of _____ ("Effective Date") by and among the State Allocation Board and the California School Finance Authority (individually or collectively referred to as the "State"); the charter school identified above, a California Charter School ("Charter School"); and the California Public School District identified above ("School District"). The provisions of this MOU shall be effective from and after the Effective Date until _____ or until all duties and obligations of the parties are carried out.
- B. The Charter School has applied to the State for financing of its charter school facilities project ("Project") under the Charter School Facilities Program ("CSFP") established pursuant to Article 12 of Chapter 12.5 of Part 10 of the California Education Code and the regulations for its implementation provided in Title 4, Cal. Code Regs., Section 10151, et seq., and Title 2 Cal. Code Regs., Section 1859.160, et seq. A copy of the Charter School's application is attached hereto and incorporated herein by reference as a means of defining the Project.
- C. This MOU is intended to tie together two (2) separate legal agreements: (i) a Funding Agreement by and between the State and the Charter School; and (ii) a Use Agreement by and between the School District and the

Charter School. In accordance with the CSFP, the State is the lender of certain monetary funds to the Charter School to enable the Charter School to acquire real property and/or construct improvements thereon. This loan transaction is set forth in the Funding Agreement of which the School District is not a party to because it is not a lender and does not have obligations under said Funding Agreement. In accordance with Section 17078.57(a)(3)(A) of the California Education Code, the School District must hold title to the Project, acquired with the funds loaned by the State under the CSFP, in trust for the benefit of the state public school system. Pursuant to the CSFP, the School District as the holder in trust of the Project must provide the use of the Project to the Charter School for a charter school educational program and, hence, is the basis for the Use Agreement between the School District and the Charter School.

A copy of the Funding Agreement, attached hereto as Exhibit "A", and the School District's Use Agreement, attached hereto as Exhibit "B", are attached hereto and incorporated into this MOU solely for the purpose of setting forth the separate instruments for this transaction and not for the purpose of making the State a party to the Use Agreement and the School District a party to the Funding Agreement. This Memorandum of Understanding, the Funding Agreement and the Use Agreement set forth the entire agreement between the parties regarding the loan of funds and use of the real property pursuant to the CSFP. There are no understandings, agreements, representations, or warranties, express or implied, not specified herein regarding this Memorandum of Understanding, the Funding Agreement and the Use Agreement; provided, that in the event any portion of the Memorandum of Understanding, the Funding Agreement and/or the Use Agreement is held unenforceable by a court of competent jurisdiction, the remainder of the applicable agreement shall remain in full force and effect and shall not nullify the intent of the CSFP.

- D. This MOU is being entered into in accordance with the requirements of the CSFP. To the extent the MOU is inconsistent or in conflict with the provisions of the CSFP and the implementing regulations, the CSFP and implementing regulations shall prevail.

ARTICLE II – FINANCING OF THE CHARTER SCHOOL'S PROJECT

2.1 Fifty Percent Local Matching Share

- A. The Charter School's Application for *advance* apportionment for the Project has been approved by the State. The Charter School's Apportionment ("Apportionment") is contingent upon the Charter School paying its 50% Local Matching Share obligation, which will be paid to the State by way of payments pursuant to the Funding Agreement.

- B. The Charter School's Application for *advance* apportionment for the Project has been approved by the State in the amount of \$843,706
- C. The Charter School will receive initial funding from the State for the Local Matching Share, less any lump sum payments made by, or on behalf of, the Charter School.

2.2 Conditions for Release of Funding

- A. The following conditions must be satisfied before the State will release funding:
 - (1) The Charter School has complied with all funding release conditions contained in Section 2.2 of the Funding Agreement.
 - (2) The Charter School agrees to utilize its apportionment for purposes consistent with the CSFP, and consistent with the purposes for which it was approved.
 - (3) Each party is duly authorized to enter, deliver, and perform this Memorandum of Understanding, the Funding Agreement, as applicable to the appropriate parties, and the Use Agreement, as applicable to the appropriate parties.

2.3 Charter School Facilities

- A. The Charter School's Project includes the real property and all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on the property as described in its application for funding under CSFP ("Facilities").
- B. The Charter School's Facilities are located at Butte County, California, and is more particularly described on Exhibit "C" of the Funding Agreement, attached hereto.
- C. The Facilities are physically located within the geographical jurisdiction of the School District and the high school attendance area generating eligibility for funding, if applicable.
- D. The Charter School has satisfied itself as to the suitability of the Facilities by its own inquiries and tests. The Charter School shall, by entering into and occupying the Facilities, be deemed to have accepted the Facilities and to have acknowledged that they are in good order, condition and repair.
- E. The State and/or the School District shall not have any obligation for construction work or improvements on or to the Facilities. The

Charter School has made a thorough and independent examination of the Facilities and all matters related to its decision to enter into this Agreement. The Charter School is thoroughly familiar with all aspects of the Facilities and is satisfied that they are in an acceptable condition and meet its needs. The Charter School is solely responsible for identifying the real property, evaluating the condition of the title and suitability of the land for the Charter School's intended purpose, and negotiating and closing the acquisition of the real property. In addition, the Charter School is solely responsible for the construction of all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on the real property. Pursuant to the CSFP, the School District is obligated to take title to the Project in trust for the benefit of the state public school system but such obligation does not make the School District a guarantor or warrantor of the Project.

2.4 Payments

A. The Charter School shall make payments to the State, as provided in the Funding Agreement in satisfaction of the requirements of the CSFP.

B. This Memorandum of Understanding, the Funding Agreement and the Use Agreement shall not be deemed to constitute a debt or liability or obligation of the State, the School District, or any political subdivision thereof, or a pledge of the faith and credit or taxing power of the State or any political subdivision thereof, but shall be a special obligation payable solely from the payments made by the Charter School. The obligation to make payments does not constitute an indebtedness of the Charter School or the School District, within the meaning of any constitutional or statutory debt limitation or restriction and in all cases shall be made solely from legally available funds.

ARTICLE III – SECURITY PROVISIONS

A. The Charter School will convey to and the School District will accept conveyance of the good, absolute and marketable title to the Project in fee simple, free and clear of any mortgage, deeds of trust, liens (monetary or otherwise), claims, charges or other encumbrances or matters of any nature what so ever other than those included in any other provisions of this Agreement upon satisfaction of all of the following conditions:

(1) The Charter School shall have substantially completed the construction of the Facilities and provided to the School District the original certificate of occupancy or equivalent issued by the California Department of State Architect. The phrase "substantially completed" or "substantial completion" shall mean that standard of construction generally

recognized as satisfactory for the occupation and use of the improvement subject to the completion of minimal punch list items.

(2) The Charter School shall provide proof satisfactory to the State and the School District that all liens and encumbrances that may arise from the construction of the Facilities have been released and/or satisfied.

(3) If applicable, the Charter School shall provide to the State and the School District for its review and acceptance a title report and a copy of each instrument listed in said title report. The title report shall be issued no more than 30 days prior to the date of submittal.

(4) The Charter School shall provide to the School District for its review and files the original Final California Department of Education ("CDE") approval or Final CDE approval subject to waivers and/or exemptions to the use of real property as a school facility; provided, that if CDE has provided the Charter School any waivers and/or exemptions the Charter School shall obtain from CDE and provide to the School District a valid assignment of such waivers and/or exemptions. The purpose of the assignment is to insure that the conveyance of fee title from the Charter School to the School District will not result in a situation whereby the Facilities then become non-compliant because of the transfer of fee simple title to the School District due to those requirements and standards that are typically imposed upon the School District.

(5) The Charter School shall provide to the School District for its review and files the original "No Further Action" or "Further Action Letter" from the California Department of Toxic Substance Control ("DTSC"); provided, that if DTSC has issued a Further Action Letter, the Charter School shall provide to the School District proof satisfactory to the School District that all requirements of the Further Action Letter have been satisfied. Simultaneously with the delivery of the foregoing, the Charter School shall deliver to the State a copy of the documents delivered to the School District.

(6) The Charter School shall provide to the School District for its review and files the final approval issued by DTSC for the final Preliminary Environmental Assessment ("PEA") for the real property, if applicable.

(7) The Charter School shall provide to the School District for its review and files the final approval of any applicable Federal, State, City or County agency necessary for the acquisition and construction of the Project, and the operation of the Facilities for an educational program conducted by the Charter School. As an example, and not as means of limitation, a charter school may require approval from the California Coastal Commission if a project will be located within its jurisdiction.

Simultaneously with the delivery of the documents and instruments required in this Article III.A, the Charter School shall deliver to the State a copy of the same documents and instruments delivered to the School District.

Title to the Facilities shall be conveyed to the School District by a Grant Deed or Bill of Sale, if applicable, agreed to and accepted by the School District. Title to the Facilities shall be held solely by the School District in whose boundaries the Facilities is to be located, in trust, for the benefit of the state public school system.

- B. Any person or entity providing a substantial contribution that is applied to the costs of the project in excess of the state share and the local matching share may be granted a security interest, as approved and memorialized in a written instrument executed by the State, to be satisfied from the proceeds, if any, realized when the property is ultimately disposed of. If the contribution was made for the explicit purpose of purchasing any asset with a normal life expectancy of less than twenty years, the security interest will be adjusted to reflect the depreciation of the assets. Contributions used solely to assist the applicant in meeting its local matching share shall not be entitled to a security interest. Where a contribution results in total project funding beyond the state and local matching shares, the contributor's security interest shall be limited to the amount in excess of the state share and local matching share.
- C. If a default occurs and all payments have not been made, the security interest of any person or entity providing a substantial contribution to the costs of the project shall be satisfied only after the account is reimbursed for any remaining unpaid local matching share and the School District has been reimbursed for any costs and expenses incurred, if any, as the result of such default.
- D. Simultaneously with the execution of the Grant Deed, the Charter School and the School District shall enter into a Use Agreement, which shall be in a form substantially similar to that attached in Exhibit "B". The Use Agreement shall contain as standardized provisions the following, which must be addressed to the satisfaction of the State:
 - (1) The acquisition and maintenance of all required licenses or permits. Any costs associated with licenses or permits shall not become an obligation of the State.
 - (2) The payment of all fees, and public charges of whatever nature assessed against the Facilities, including the payment of all taxes, and costs associated with telephone, water, sewer, gas, heat, electricity, garbage disposal, trash disposal, and all other services and utilities. Such fees and charges shall not become an obligation of the State.

(3) Prohibited uses of the Facilities, and provisions for the maintenance and repair of the Facilities. The State shall not under any circumstance be required to make any improvements or install any equipment on the Facilities, make any repairs, alterations or replacements of any nature to the Facilities, make any expenditures whatsoever in connection with this Agreement or maintain the Facilities in any manner. The State shall not be required to maintain, repair or rebuild all or any part of the Facilities, and the Charter School waives the provisions of Civil Code Sections 1941 and 1942 and any other law that would require the maintenance of the Facilities in a leaseable condition or would provide the Charter School with the right to make repairs and deduct the cost of those repairs from its payments.

(4) The handling of hazardous materials.

(5) Insurance requirements, in addition to those specified in this Agreement, for all risk (special-causes-of-loss) property and fire insurance; commercial general liability insurance; rental value insurance; worker's compensation insurance; flood and earthquake insurance as necessary; and such other types of insurance or endorsements to existing insurance as may be required by the School District.

ARTICLE IV – DEFAULT AND REMEDIES

4.1 Events of Default

The occurrence of any of the following shall constitute a "Default" or "Event of Default":

- (1) Failure by the Charter School to commence to use and occupy the Facilities for the operation of a charter school as required.
- (2) Failure by the Charter School to make any payment when due, and such failure continues for a period of thirty (30) calendar days after receiving written notice by the State;
- (3) Failure by the Charter School to maintain insurance on the Facilities or to provide reasonable evidence of insurance as required by the Funding Agreement and the Use Agreement, and where such failure continues for a period of thirty (30) calendar days after receiving written notice by the State;
- (4) Failure by the Charter School to provide reasonable evidence of compliance with all requirements whether expressly stated in this Memorandum of Understanding, the Funding Agreement, or the Use Agreement or otherwise imposed by the State under the CSFP or other applicable law, or failure to observe or perform any other applicable covenant, condition or agreement, where such failure

continues for thirty (30) calendar days after receiving written notice of the failure. If thirty (30) calendar days is insufficient, and the Charter School has instituted corrective action, the State, in its discretion, may extend this period up to one hundred and eighty (180) calendar days;

- (5) The Charter School shall be or become insolvent, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; or the Charter School shall apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of the Charter School, as the case may be, where possession is not restored in sixty (60) calendar days; or the Charter School shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against the Charter School (unless, in the case of a petition filed against the Charter School, the same is dismissed in sixty (60) days) or any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against a substantial part of the Charter School's Facilities; provided, however, in the event that any provision of this paragraph is contrary to any applicable law, it shall be of no force and effect, and not affect the validity of the remaining provisions;
- (6) The determination by the State that any representation or warranty made by the Charter School was untrue in any material respect when made;
- (7) The Charter School's charter is not renewed or is revoked, or the Charter School ceases to use the Facilities for a charter school purpose and the charter school fails to have its charter reinstated by the original or different chartering authority;
- (8) The Charter School shall abandon the Facilities or breach the Use Agreement; and/or
- (9) If the performance of the payment obligations of the Charter School is guaranteed, the actual or anticipatory failure or inability, for any reason, of the Guarantor to honor the guarantee as required, and the Charter School's failure to provide written alternative assurance or security, which when coupled with the Charter School's then-existing resources, equals or exceeds the combined financial resources that existed at the time this Memorandum of

Understanding and the Funding Agreement are executed. The Charter School shall have sixty (60) calendar days following written notice by the State, to provide the written alternative assurance or security.

4.2 Remedies on Default

The parties acknowledge and agree that this Memorandum of Understanding, the Funding Agreement and the Use Agreement represent a unique situation that is not limited by the standard landlord's remedies provided by Sections 1951.2 and 1951.4 of the California Civil Code. The parties agree that if any Event of Default shall have occurred, any one or more of the following respective remedies, which are not exclusive but cumulative, may be pursued provided that nothing in this Section 4.2 shall in any manner limit the rights, responsibilities, and obligations between the school district and the charter school as set forth in the Use Agreement:

- A. If an Event of Default occurs and the Charter School continues to occupy and/or possess the Project, the Charter School shall remain liable for the performance of all of the obligations of the Charter School under and subject to the Funding Agreement, as amended, and the Use Agreement, as amended, including, without limitation, the obligation to make payments to the State when due under the Funding Agreement.
- B. If the Event of Default is solely because the School District has revoked or declined to renew the Charter School's charter, in accordance with Section 17078.62(b)(1) of the Education Code, the Charter School shall:
 - (1) have that time period specified in Section 17078.62 of the Education Code, as may be amended, to complete the review process contemplated in Section 47607 or 47607.5 of the Education Code, as may be amended; and
 - (2) so long as the Charter School continues to use and occupy the Facilities, remain liable for the performance of all of the obligations of the Charter School under the Funding Agreement, as may be amended, and the Use Agreement, as may be amended, including, without limitation, the obligation to make payments to the State when due under the Funding Agreement.
- C. If the Event of Default is solely because the School District has revoked or declined to renew the Charter School's charter, the Charter School shall not be liable under the Use Agreement, as may be amended, on the effective date of the last to occur of all of the following:

- (1) the Charter School completes the review process provided in Section 47607 or 47607.5 of the Education Code, as may be amended, and the Charter School fails to obtain a renewal of its charter, or the Charter School relinquishes all rights to pursue or complete the review process provided in Section 47607 or 47607.5 of the Education Code, as may be amended, and the Charter School notifies the State and the School District of its election; and
 - (2) the Charter School vacates the Facilities and relinquishes to the School District all right, title and interest in the occupancy and use of the Facilities.
- D. Upon the occurrence of Subsection C of this Section 4.2, the School District shall permit the Facility to be used in its "as is" and "where is" condition by another charter school:
- (1) that the State deems as qualified; and
 - (2) whose charter petition is approved and is in good standing with the School District; and
 - (3) that has agreed to a Funding Agreement with the State and a Use Agreement with the School District.
- E. In the event a successor charter school cannot be identified as provided in Subsection D of this Section 4.2, the School District may:
- (1) in accordance with Section 17078.62(b)(3) of the Education Code, take possession of and use the Facility as a public school facility; provided, that the School District shall be required to make payment to the State in accordance with Section 17078.62(b)(4) or the payments shall be reduced or eliminated if the School District satisfies the conditions set forth in Section 17078.62(b)(4)(A) and (B). In the event the payments do not qualify for reduction or elimination in accordance with Section 17078.62(b)(4)(A) and (B), the State and the School District shall enter into an agreement for the School District's assumption of the payment obligation under the Funding Agreement. Assumption of the payment obligation shall in no way release the Charter School from its payment obligations that accrued prior to the termination of the Funding Agreement or from the Charter School's obligations for any holdover; or
 - (2) in accordance with Section 17078.62(b)(5) of the Education Code, decline to take possession of the Facilities or if the Facility is no longer needed for public school purposes, the School District

shall dispose of the Facilities in accordance with requirements for the disposal of surplus public school sites. The monetary proceeds from the disposal of the Facilities shall be applied in the following priority: (i) reimburse the School District for reasonable costs and expenses incurred by the School District in disposing of the Facilities; (ii) reimburse the State for reasonable costs and expenses incurred by the State in pursuing the collection of the balance of any unpaid Local Matching Share due and owing under the Funding Agreement; (iii) repay any unpaid Local Matching Share in favor of the State; (iv) repay any security interest granted pursuant to Section 17078.57(a)(3)(B); and (v) in the event any proceeds remain, equally prorated between the State and the School District.

- F. The State may proceed by appropriate court action to enforce specific performance by the Charter School of its covenants under the Funding Agreement and this Memorandum of Understanding and under the terms of accepting funding under the CSFP, or to recover damages for the breach thereof, including without limitation for the recovery of all past due payments together with interest and late charges, and all other sums due the State. The Charter School shall pay or repay to the State all costs of such action or court action, including, without limitation, reasonable attorneys' fees and costs. The School District may proceed by appropriate court action to enforce the Memorandum of Understanding and the Use Agreement against the Charter School.
- G. In the event of the Charter School's default and the recovery of the Facilities by the School District, the State shall have the right to recover from the Charter School (i) the amount of all outstanding payments or other obligations (whether direct or indirect owed by the Charter School to the State), if any, which are then due and owing, together with interest and late charges, and (ii) any other amounts due from the Charter School to the State, including indemnity payments, taxes, charges, reimbursement of any advances and other amounts payable by the Charter School to the State.
- H. Notwithstanding anything to the contrary, the State, the Charter School and/or the School District may take whatever action at law or in equity that may appear necessary or desirable to enforce its respective rights with respect to this Memorandum of Understanding, the Funding Agreement, or the Use Agreement or the Facilities, and the party or parties prevailing in the action shall have all of their respective costs of such action or court action, including, without limitation, reasonable attorneys' fees and costs as provided in this Memorandum of Understanding, the Funding

Agreement, and/or the Use Agreement or as otherwise permitted by law, paid by the parties against whom the action was brought.

- I. No remedy herein conferred upon or reserved to the parties is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Memorandum of Understanding, the Funding Agreement and the Use Agreement or existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle either party to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required under the Agreements. All remedies herein conferred upon or reserved to the parties shall survive the termination of this Memorandum of Understanding, the Funding Agreement and/or the Use Agreement.

ARTICLE V – MISCELLANEOUS

5.1 Release of Liability

The State and the School District are is hereby released from any and all claims, demands, debts, liabilities, and causes of action of whatever kind or nature, whether known or unknown or suspected or unsuspected which the Charter School or any of the Charter School's employees or agents may have, claim to have, or which may hereafter accrue against the released parties or any of them, arising out of or relating to the Facilities or the Charter School's project, including those in any way connected with any materials or substances defined as hazardous under any applicable statute, ordinance, rule or regulation, presently in, on or under, or now or hereafter emanating from or migrating onto or under the Facilities. In connection with this release, the Charter School hereby waives any and all rights conferred upon it by the provisions of Section 1542 of the California Civil Code, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

5.2 Non-waiver

No waiver of any provision of this Memorandum of Understanding, the Funding Agreement and/or the Use Agreement shall be implied by any failure to enforce any remedy for the violation of that provision, even if that

violation continues or is repeated. Any waiver of any provision contained in this Memorandum of Understanding, the Funding Agreement and/or the Use Agreement must be in writing and executed by the applicable parties and will affect only the provision specified and only for the time and in the manner stated in the writing.

5.3 Indemnity

- A. Memorandum of Understanding. To the fullest extent permitted by law the Charter School shall at the Charter School's sole cost and expense with counsel acceptable to the School District and/or the State as applicable, indemnify, defend and hold the School District and the State harmless from and against any and all losses, costs, liabilities, claims, judgments, liens, damages (including consequential damages), actions, causes of action (whether in tort or contract law or equity or otherwise), charges, assessments, fines, penalties and expenses, including, without limitation, reasonable attorneys' fees and costs, and reasonable investigation costs (collectively "Claims"), incurred in connection with or arising from: (a) any breach or default by the Charter School in the observance or performance of any of the terms, covenants or conditions of this Memorandum of Understanding on the Charter School's part to be observed or performed; (b) the construction, operation, maintenance, alteration, use or occupancy of the Facilities by the Charter School; (c) the condition of the Facilities, and any occurrence on the Facilities, from any cause whatsoever, and (d) any acts omissions or negligence of the Charter School or the Charter School's employees, agents or contractors in, on or about the Facilities.
- B. Use Agreement. The State is not a party to the Use Agreement and, as a result, to the fullest extent permitted by law the Charter School shall at the Charter School's sole cost and expense with counsel acceptable to the State as applicable, indemnify, defend and hold the State harmless from and against any and all losses, costs, liabilities, claims, judgments, liens, damages (including consequential damages), actions, causes of action (whether in tort or contract law or equity or otherwise), charges, assessments, fines, penalties and expenses, including, without limitation, reasonable attorneys' fees and costs, and reasonable investigation costs (collectively "Claims"), incurred in connection with or arising from any breach or default by the Charter School in the observance or performance of any of the terms, covenants or conditions of the Use Agreement on the Charter School's part to be observed or performed.

- C. Funding Agreement. The School District is not a party to the Funding Agreement and, as a result, to the fullest extent permitted by law the Charter School shall at the Charter School's sole cost and expense with counsel acceptable to the School District as applicable, indemnify, defend and hold the School District harmless from and against any and all losses, costs, liabilities, claims, judgments, liens, damages (including consequential damages), actions, causes of action (whether in tort or contract law or equity or otherwise), charges, assessments, fines, penalties and expenses, including, without limitation, reasonable attorneys' fees and costs, and reasonable investigation costs (collectively "Claims"), incurred in connection with or arising from any breach or default by the Charter School in the observance or performance of any of the terms, covenants or conditions of the Funding Agreement on the Charter School's part to be observed or performed.
- D. The Charter School will at all times protect and defend, at its own cost and expense, the title to the Facilities from and against all claims, liens and legal processes of creditors and keep all the Facilities and the title free and clear of all such claims, liens, and processes except for the liens created or expressly permitted under the Agreements and the CSFP.

5.4 Applicable Law

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of California.

5.5 Amendments

- A. The terms of this Memorandum of Understanding may not be waived, altered, modified, supplemented or amended in any manner except in writing, upon the agreement of all of the parties, or except as otherwise permitted by law.
- B. The terms of this Memorandum of Understanding may be amended, or new agreements executed, as necessary, upon the application of the Charter School and the approval by the State and the School District of a final apportionment.

5.6 Force Majeure

The time for the State, the Charter School or the School District to perform any obligation or assert any right under this Memorandum of Understanding or the CSFP shall be extended on a day for day basis for any Force Majeure event, which shall include but not be limited to: (1) Acts of God or of the public enemy;

and (2) Acts of the federal or State government in either its sovereign or contractual capacity.

THE STATE:

STATE ALLOCATION BOARD:

By: _____

Name: _____

Title: _____

CALIFORNIA SCHOOL FINANCE AUTHORITY:

By: _____

Name: _____

Title: _____

THE SCHOOL DISTRICT:

(Chico Unified School District.)

By: _____

Name: _____

Title: _____

THE CHARTER SCHOOL:

Chico Country Day School
(Chico Country Day School)

By: Karen Rose

Name: Karen Rose

Title: Board of Directors Chair

PROPOSED AGENDA ITEM: Consultant Agreement - University of Oregon

Prepared by: Scott Lindstrom

☒ Consent

☐ Information Only

Board Date: 04/20/2011

☐ Discussion/Action

Background Information

The Elementary Counseling Program have invited a team from the University of Oregon to train our staff to implement best behavior model of Positive Behavioral Interventions and Supports. This would include up to two trainings, two days each, and ongoing consultation for site teams from elementary schools. Interventions address individual, classroom, and school-wide strategies - including bullying prevention.

Education Implications

Enhance learning, attendance, and school climate by reducing social-emotional-behavioral barriers to learning. Further develop site and district PLCs for social-emotional and behavioral interventions and supports. Enhance continuity of student supports, interventions, communications across sites and with community.

Fiscal Implications

The \$8,000 fee will be paid from grant funds designated for elementary counseling. There is no impact to the general fund.

Mandatory Instructions
(click to view)

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

Business Services Use Only	
CA#	_____
V#	_____

CONSULTANT AGREEMENT

***STATE OF OREGON ACTING BY AND
THROUGH THE STATE BOARD OF
HIGHER EDUCATION ON BEHALF OF
THE UNIVERSITY OF OREGON

- A completed BS10a, "Certificate of Independent Consultant Agreement" guideline is:
☐ On File (click to view) ☒ Attached
- 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: University of Oregon ***
 Street Address/POB: P.O. Box 3237
 City, State, Zip Code: Eugene, OR 97403-0237
 Phone: 541-346-9576
 Taxpayer ID/SSN: 93-8001786

This agreement will be in effect from: 03/24/11 to 06/30/11

Location(s) of Services: (site) D.O., Chapman, Citrus, Emma Wilson, McManus, Parkview, Rosedale

- Scope of Work to be performed; (attach separate sheet if necessary)
 Training staff teams to implement Best Behavior model of Positive Behavioral Interventions and Supports.
 Includes up to two trainings, two days each, and ongoing consultation for site teams from elementary schools.
 Interventions address individual, classroom, and school-wide strategies, including bullying prevention.
- Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant services:
 Enhance learning, attendance, and school climate by reducing social-emotional-behavioral barriers to learning.
 Further develop site and district PLCs for social-emotional and behavioral interventions and supports.
 Enhance continuity of student supports, interventions, communications across sites and with community.

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

- Elementary Counseling Program
-
-

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	5820	0	1110	3110	5800	14	740
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)

\$ 8,000.00 Per Unit, times 1.00 # Units = \$ 8,000.00 Total for Services
 (Unit: ☐ Per Hour ☐ Per Day ☒ Per Activity)

9. Additional Expenses:

Travel expenses included \$ _____ Total for
 \$ _____ Add'l Expenses

\$ 8,000.00 Grand Total

10. Anticipated Date of Service Agreement Board Approval: (date to Board)

3-23-11
 (to be completed by Business Services)

CONSULTANT TERMS AND CONDITIONS(Applicable, unless determined to be Contract Employee - See BS10a)

Consultant Name: University of Oregon

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 carry in writing, using _____, that certain independent contractor employees are not to be considered as employees of the District.~~
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 a District Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum of \$1,000,000 combined single limit 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/dapt/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.

INITIAL DATE

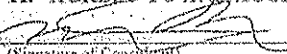
WR 3/9/11

INITIAL DATE

WR 3/9/11

INITIAL DATE

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

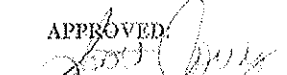
 Michael B. Rogers, Contracts Manager
(Signature of Consultant) (Print Name) 3/9/11
(Date)

12. RECOMMENDED:

 Scott Lindstrom, David Scott
(Signature of Originating Administrator) (Print Name) 3/9/11
(Date)

13. APPROVED:

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

APPROVED:  Scott Jones, Director, Fiscal Services
(Signature of District Admin. - Business Services) (Print Name) 3/31/11
(Date)

☒ Consultant ☐ Contract Employee
Scott Jones, Director, Fiscal Services

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: CSU, Chico Research Foundation, Education for the Future

Prepared by: Joanne Parsley

☒ Consent

Board Date April 20, 2011

☐ Information Only

☐ Discussion/Action

Background Information

Parent, staff and student surveys will be created and available electronically (online) and in paper format for 18 of the Chico Unified schools.

Educational Implications

We will utilize the expertise of Education for the Future as CUSD conducts a parent, staff, and student survey to gather, analyze and use the information to assist in making informed data-driven decisions to guide CUSD's continuous improvement efforts.

Fiscal Implications

Title I Program Improvement funds will be used to cover the expenses for this survey.

Mandatory Instructions
(click to view)

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

8.2.10.
Page 2 of 3

Business Services Use Only
CA# _____
V# _____

CONSULTANT AGREEMENT

1. A completed BS10a. "Certificate of Independent Consultant Agreement" guideline is:

☐ On File (click to view) ☒ Attached

2. A completed W9 "Request for Taxpayer Identification Number and Certification" form is:

☐ On File (click to view) ☒ Attached

This Agreement to furnish certain consulting services is made by and between Chico Unified School District and:

Name: CSU, Chico Research Foundation - Education for the Future
Street Address/POB: 400 West First Street
City, State, Zip Code: Chico, CA 95929-0230
Phone: 530-898-4482
Taxpayer ID/SSN: 88-0388518

This agreement will be in effect from: 04/14/11

to 08/30/11

Location(s) of Services: (site) District-wide

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

Parent, Staff and Student surveys will be created and available electronically (online) and in paper format for 18 of the Chico Unified School District schools.

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

We will utilize the expertise of Education for the Future as CUSD conducts a parent, staff, and student survey to gather, analyze and use the information to assist in making informed data-driven decisions to guide CUSD's continuous improvement efforts

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

- 1) Title I Program Improvement
2)
3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	3010	0	1013	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)

\$ 500.00 Per Unit, times 18.00 # Units = \$ 9,000.00 Total for Services

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

9. Additional Expenses:

\$
\$
\$

Total for
0.00 Addit'l Expenses

\$ 9,000.00 Grand Total

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

(to be completed by Business Services)

CONSULTANT TERMS AND CONDITIONS

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

Consultant Name: **CSU, Chico Research Foundation, Education for the Future**

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.chicoousd.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.)

Carol Sager (Signature of Consultant) Carol Sager - Director (Print Name) 4/14/11 (Date)

12. RECOMMENDED:

Joanne Parsley (Signature of Originating Administrator) Joanne Parsley (Print Name) 4/14/11 (Date)

13. APPROVED:

Janet Brinson (Signature of District Administrator, or Director of Categorical Programs) Janet Brinson (Print Name) 4/15/11 (Date)

APPROVED:

Scott Jones (Signature of District Admin.-Business Services) ☒ Consultant ☐ Contract Employee Scott Jones (Print Name) 4/15/11 (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 04/20/11

☐ Information Only

☐ Discussion/Action

Background Information

Warrants in the amount of \$1,701,816.98 for the period of March 10th through April 5th 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**

8.3.1.
Page 2 of 2

April 20, 2011
Accounts Payable Warrants

FUND #:	FUND DESCRIPTION:	WARRANT #'S:	AMOUNT
01	General Fund	374235 - 374241	\$9,816.76
01	General Fund	374242 - 374257	\$68,353.22
01	General Fund	374258-374482	\$692,849.69
01	General Fund	374494-374552	\$135,653.99
01	General Fund	374614-374760	\$363,836.91
13	Nutrition Services	374598-374613	\$68,455.20
13	Nutrition Services	374761-374762	\$40.74
13	Nutrition Services		
13	Nutrition Services		
14	Deferred Maintenance	374483	\$1,895.87
14	Deferred Maintenance		
24	Bldg Fund Measure A		
25	Capital Fac. FD-State Cap		
27	1998 SRB (2008 Sale P&I)	374484-374491	\$323,525.80
27	1998 SRB (2008 Sale P&I)	374763-374765	\$34,336.30
35	County School Facilities Fund		
35	County School Facilities Fund		
42	Special Reserve RDA City Pass Through	374766-374768	\$3,052.50
42	Special Reserve RDA City Pass Through		

TOTAL WARRANTS TO BE APPROVED: \$1,701,816.98

CC Maureen Fitzgerald, Assistant Superintendent, Business Services

CC Scott Jones, Director of Fiscal Services

TITLE: Bid Approval – Pleasant Valley High School Beam Repairs

Action _____
Consent X
Information _____

April 20, 2011

Prepared by: *Kip Hansen, Director Maintenance & Operations/Transportation*

Background information

This project is on the District's Critical Deferred Maintenance List. Formal sealed bids for the Beam Repair Project were opened on March 29, 2011. Five formal bids were received; Associated Building Contractors was the lowest responsive bidder.

Educational Implications

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

Fiscal Implications

This project will be paid for out of the Deferred Maintenance Fund. No general fund dollars will be used.

Additional Information

During the 2010 reroof project of a major portion of the covered walkway on the Pleasant Valley High School campus, it became apparent that there was a need for major dry rot repairs. A portion of these repairs were immediately completed under an emergency contract during the summer of 2010. The remaining dry rot repairs will be completed under this contract during the summer of 2011. Although most Deferred Maintenance projects have been put on hold due to the budget crisis, for safety reasons it is necessary that this project be completed this summer.

Recommendation

Bids for this project were opened on Tuesday, March 29, 2011. Pending approval, the project is scheduled to begin during the summer of 2011. Therefore, it is requested that the Board of Education grant authorization to the Assistant Superintendent of Business Services to award the project to Associated Building Contractors who was the lowest responsive bidder, for the amount of \$54,464.00.

TITLE: Bid Approval – Forest Ranch Elementary School Water Tank Replacement Project

Action _____
Consent X
Information _____

April 20, 2011

Prepared by: *Kip Hansen, Director Maintenance & Operations/Transportation*

Background information

This project is on the District's Critical Deferred Maintenance List. In accordance with the Uniform Public Construction Cost Accounting Act, informal bids for the Water Tank Replacement Project were received on February 2, 2011. Seven bids were recieved; United Building Contractors was the lowest responsive bidder.

Educational Implications

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

Fiscal Implications

This project will be paid for out of the Deferred Maintenance Fund. No general fund dollars will be used.

Additional Information

Although most Deferred Maintenance projects have been put on hold due to the budget crisis, due to the condition of the existing water tank it is necessary that this project be completed this summer.

Recommendation

Bids for this project were opened on February 2, 2011. Pending approval, the project is scheduled to begin during the summer of 2011. Therefore, it is requested that the Board of Education grant authorization to the Assistant Superintendent of Business Services to award the project to United Building Contractors who was the lowest responsive bidder, for the amount of \$52,261.00.

TITLE: Division of State Architect Inspector Services Pool –District wide projects

Action _____
Consent _____X_____
Information _____

April 20, 2011

Prepared by: Michael Weissenborn, Facilities Planner/Construction Manager

Background information

All projects which require Division of the State Architect (DSA) approval require a DSA approved Inspector to observe and approve the work. In the past the District has routinely retained the services of a single DSA Inspector of Record (IOR) who can be utilized on an as needed basis District projects.

Due to the number and variation of upcoming summer projects, District Staff has circulated an RFP for Inspection Services with the intent of developing a pool of qualified inspectors. Inspectors will be selected from this pool to perform inspection services on the following upcoming District projects: Fairview High School/AFC Relocatable Project, Forest Ranch Water Tank Project, Pleasant Valley High School Beam Replacement Project and the Solar Projects at Chapman Elementary School, Chico High School, Pleasant Valley High School and the Corp Yard.

Educational Implications

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

Fiscal Implications

The fiscal implications vary depending on the funding source of individual projects. The projects are funded by non-General Fund sources.

Recommendation

It is requested that the Board of Education authorize the Assistant Superintendent of Business Services to enter into contractual agreements with qualified Inspector's responding to the RFP that best fit the needs of the individual projects as identified by Staff.

TITLE: Agreement with City of Chico regarding a Public Road Easement Deed of Real Property and a Public Service Easement Deed at the intersection of Esplanade and Leora Court near the Shasta Elementary School Campus

Action _____
Consent X
Information _____

April 20, 2011

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

Background information

The City of Chico plans to install signal lights and pedestrian improvements at the intersection of Esplanade and Leora Court near Shasta Elementary School.

As shown on Exhibit "B", sheet 2 of 2 of the attached documents, a small portion (458 square feet) of the roadway intersection is owned by the Chico Unified School District. The property under consideration is in the travel lane of the street outside the school campus. This agreement grants the City of Chico a Right-of-Way detailed in the Public Road Easement Deed.

Additionally, as shown on Exhibit "D-1", sheet 2 of 2 and "D-2", sheet 2 of 2 in the attached documents, two portions (1430 square feet and 671 square feet) of Leora Court is owned by the Chico Unified School District. This agreement grants the City of Chico a Public Service Easement Deed. This Public Service Easement Deed will allow the placement of utilities along the northerly edge of the Shasta School campus. These utilities will facilitate the signalization of the intersection. This action will only have a positive impact upon the Shasta campus.

In order to proceed with these mutually beneficial improvements to the intersection and pedestrian walkway, a public road easement and public service easement of the property outlined in the agreement must be granted by the Chico Unified School District to the City of Chico.

Educational Implications

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

Fiscal Implications

The approval of this agreement will have no fiscal impact upon the District.

Recommendation

It is requested that the Board of Education grant authorization to the Superintendent or her designee to execute the agreements and deeds as attached.

**AGREEMENT FOR A PUBLIC ROAD EASEMENT DEED OF REAL PROPERTY AND
FOR A PUBLIC SERVICE EASEMENT DEED
(CHICO UNIFIED SCHOOL DISTRICT/CITY OF CHICO)**

THIS AGREEMENT for a public road easement deed of real property and a public service easement deed is made on _____, by the City of Chico, a municipal corporation of the State of California ("City"), and Shasta Union School District as incorporated into Chico Unified School District on January 5, 1965 ("Owner").

W I T N E S S E T H:

WHEREAS, Owner owns that certain real property situate in the City of Chico, County of Butte, State of California, which is described in Exhibit A, and depicted in Exhibit B attached hereto and by this reference incorporated herein ("Property"); and

WHEREAS, Owner wishes to grant a public service easement to the City of Chico, which is described in Exhibit C1 and C2, and depicted in Exhibit D1 and D2 attached here too, without compensation, and City desires to obtain the Public Service Easement to allow the installation of utilities at the intersection of Nord Highway and the Esplanade and extend along a portion of Leora Court.

WHEREAS, Owner wishes to convey the Property to the City of Chico without compensation and City desires to obtain the Property to allow the installation of signals and pedestrian improvements at the intersection of Nord Highway and the Esplanade and extend along a portion of Leora Court.

NOW, THEREFORE, in consideration of the premises hereinbefore set forth, Owner agrees to deed the Property and to grant a Public Service Easement to City and City agrees to obtain the Property from Owner subject to the following terms and conditions:

1. TITLE TO THE PROPERTY

The title to the Property being granted by Owner to City and being obtained by City from Owner shall be conveyed by Owner to City by a good and sufficient public road easement deed, free and clear of all liens, encumbrances, restrictions, reservations, easements and rights of third parties of any nature whatsoever, whether recorded or unrecorded. Such title shall be evidenced by a CLTA Standard Coverage Title Insurance Policy, the cost of which shall be paid for by City.

2. APPORTIONMENT AND PAYMENT OF TAXES

Taxes on the Property shall be apportioned in the manner provided for by Article 5, Chapter 4, Part 9, Division 1, of the Revenue and Taxation Code (commencing with Section 5081) as of the date of the conveyance of the Property to City. All of such taxes which are not cancelable, including that portion of such taxes which are a lien on the Property and allocable

to that part of the current tax year that ends on the date before the date of apportionment and that portion of such taxes, if any, which are a lien on the Property and allocable to a prior tax year, shall be paid by Owner.

3. RISK OF LOSS

Risk of loss or damage to the Property and any improvements thereon shall be and is hereby assumed by Owner until recordation of the Public Easement Deed.

4. LEASE WARRANTIES

Owner warrants that there are no oral or written leases or tenancies which affect all or any portion of the Property.

5. POSSESSION OF THE PROPERTY

Possession of the Property shall be delivered by Owner to City on the date of recordation of the Public Road Easement Deed, as established pursuant to this agreement.

6. GRANTING OF PUBLIC SERVICE EASEMENT

Granting of the Public Service Easement shall be delivered by Owner to City on the date of recording of the Public Service Easement Deed, as established pursuant to this agreement.

7. AGREEMENT CONDITIONED UPON ENVIRONMENTAL ASSESSMENT

City shall have six months from the date of this agreement within which to cause the Property to be inspected and, if deemed necessary, tested by Handover Environmental, and to secure a report to determine whether the Property is contaminated with any hazardous or toxic materials in violation of any State or Federal laws and regulations or whether there is reasonable cause for believing that the Property contains such contamination.

If such report establishes that the Property is contaminated with any toxic or hazardous materials or that there is reasonable cause for believing that the Property contains such contamination, City shall have the option of terminating or rescinding this agreement. Notice of such rescission or termination, if any, shall be given to Owner on or before October 20, 2011. If not so given, it will be deemed that the Property is not contaminated with toxic or hazardous materials and that there is no reasonable cause for believing that the Property contains such contamination, and the granting of a Public Road Easement Deed of the Property provided for by this agreement shall proceed in the manner set forth herein.

The costs of all such tests and reports shall be borne by City.

///

///

8. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between City and Owner and supersedes any prior discussions, negotiations, and agreements, whether oral or written. Any amendment to this agreement, including any oral modification supported by new consideration, must be reduced to a writing signed by both City and Owner before it will be effective.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first set forth above.

CITY OF CHICO

By: David Burkland, City Manager

OWNER

By:

By:

APPROVED AS TO FORM:

Lori J. Barker, City Attorney
By: Roger Wilson
Assistant City Attorney

APPROVED AS TO CONTENT:

Tom Varga, Capital Project Services Director

Authorized pursuant to Chico Municipal Code
section 2R.04.030

Exhibit "A"
Esplanade
Right-of-Way Acquisition No. 13

All that certain real property situate in the City of Chico, County of Butte, State of California, described as follows:

BEGINNING at the intersection of the northeasterly line of the Esplanade, as described in that certain deed to Butte County recorded May 6th, 1873 in Book "N" of County Records, at page "2", said line lying northeasterly, 40 feet from the centerline of said Esplanade, said road known at that time as "a good improved serviceable highway from the Town of Oroville through the Town of Chico to the Northerly Boundary line of the said County of Butte", with the southerly line of that certain 20-foot wide strip of land deeded to Butte County by J.W. Hicks in Deed Book "51", page 598, dated Ninth of July, 1897, now known as Leora Court;

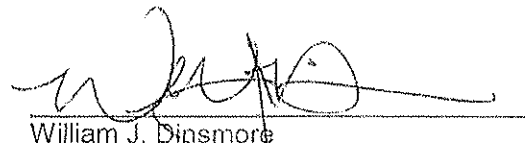
THENCE along said southerly right-of-way line of Leora Court, North $66^{\circ}13'41''$ East, a distance of 44.88 feet to the beginning of a tangent curve to the left;

THENCE along said curve, being concave to the southeast, having a radius of 35.00 feet, through a central angle of $104^{\circ}05'52''$ to a point on said northeasterly line of Esplanade;

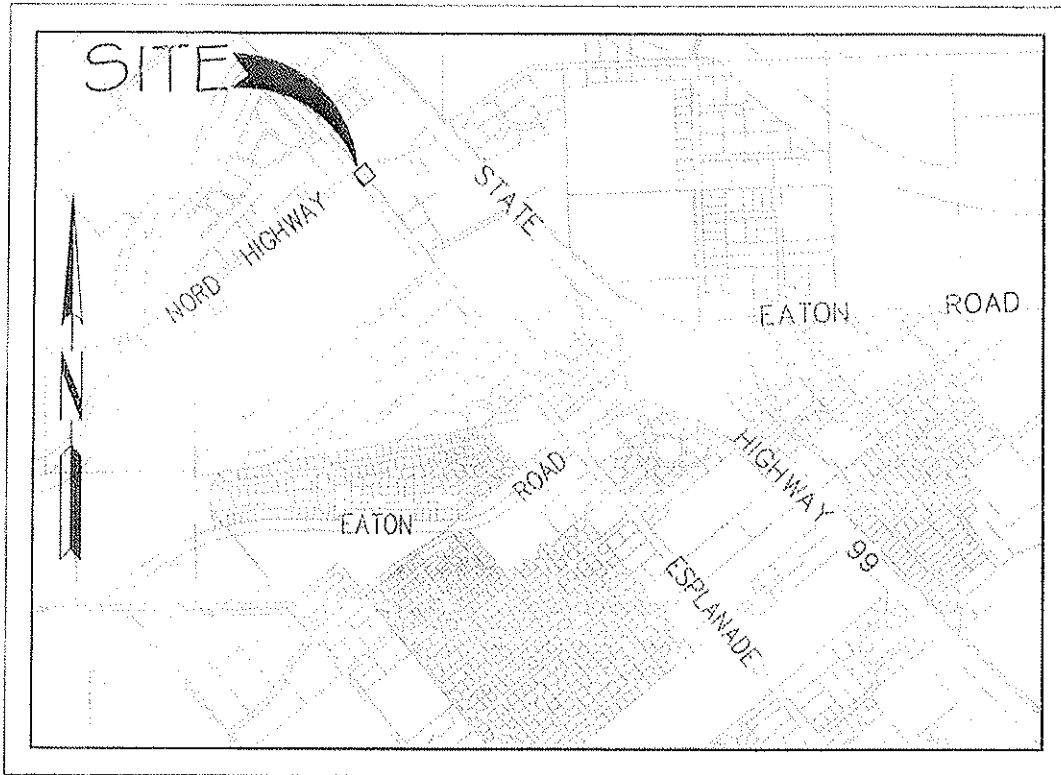
THENCE along said northeasterly line North $37^{\circ}52'11''$ West, a distance of 44.88 feet to the POINT OF BEGINNING;

Containing 458 square feet, more or less.




William J. Dinsmore
RCE 29113
Registration Expires 03/31/13
Date: 3/21/13

Checked: AA
Approved: W. J. Dinsmore
Date: 4/8/11



LOCATION MAP

NO SCALE



CITY OF CHICO

CAPITAL PROJECTS SERVICES DEPARTMENT

DRAWN BY R.A.R. DATE FEB., 2011

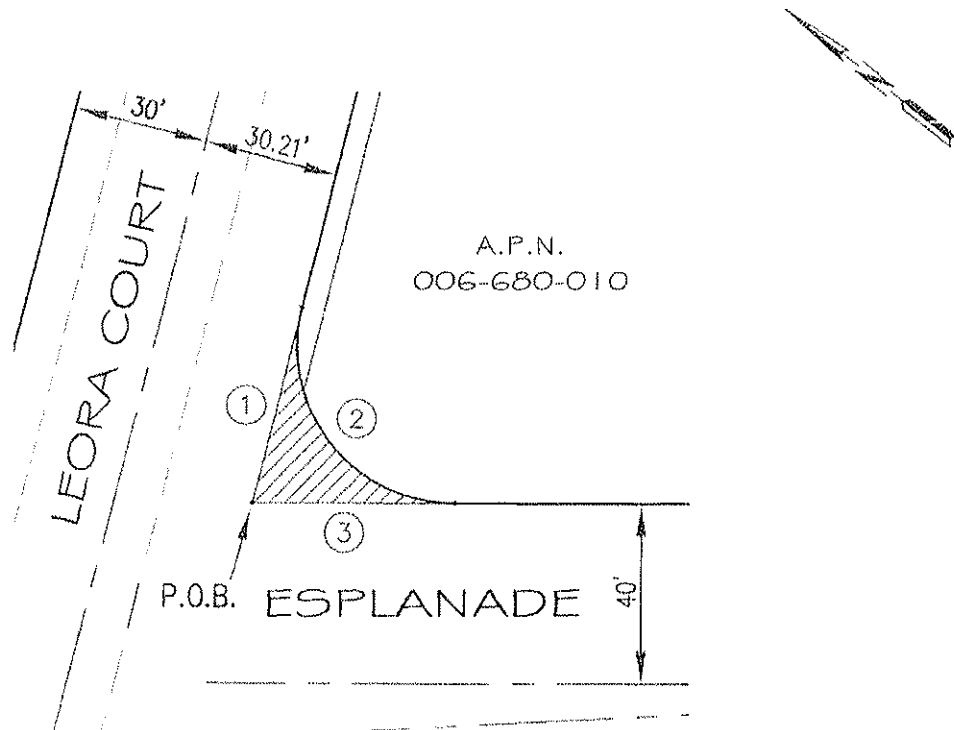
CHECKED [Signature] SCALE NO SCALE

APPROVED [Signature]
C.P.S.D. DIRECTOR

ESPLANADE
RIGHT-OF-WAY
ACQUISITION NO. 13

EXHIBIT
"B"

SHEET 1 OF 2



LINE AND CURVE DATA

- | | | |
|---|-----------------------------|-----------------------|
| ① | N 66°13'41" E | 44.88' |
| ② | $\Delta=104^{\circ}05'52''$ | R = 35.00' L = 63.59' |
| ③ | N 37°52'11" W | 44.88' |

LEGEND

- | | |
|--------|-------------------------------|
| | EASEMENT ACQUISITION (458 SF) |
| | PARCEL BOUNDARY LINE |
| P.O.B. | POINT OF BEGINNING |



CITY OF CHICO

CAPITAL PROJECTS SERVICES DEPARTMENT

DRAWN BY R.A.R. DATE FEB., 2011
 CHECKED [Signature] SCALE 1" = 40'
 APPROVED [Signature]
 C.P.S.D. DIRECTOR

ESPLANADE
RIGHT-OF-WAY
ACQUISITION NO. 13

EXHIBIT
"B"

SHEET 2 OF 2

Exhibit "C-1"
Public Service Easement
from
Chico Unified School District

COMMENCING at a point marking the intersection of the centerlines of Highway 99E (now known as Esplanade) and Nord Road as shown on that certain subdivision map entitled Chico Norte Estates Subdivision Unit No. 1 and 1A Revised, which map was recorded in the office of the Recorder of the County of Butte, State of California in Map Book 35 at page 22;

THENCE along the northerly line of that certain 20-foot wide strip of land deeded to Butte County by J.W. Hicks in Deed Book "51", page 598, dated Ninth of July, 1897, North $66^{\circ}13'41''$ East, a distance of 105.41 feet;

THENCE leaving said northerly line of said 20-foot wide strip of land South $23^{\circ}46'19''$ East, a distance of 20.00 feet to a point on the south line of said 20-foot wide strip of land and the southerly right-of-way line of Leora Court and the True Point of Beginning for the Public Service Easement herein described;

THENCE North $66^{\circ}13'41''$ East along said southerly right-of-way line of Leora Court, parallel with the centerline of said Leora Court, a distance of 273.42 feet;

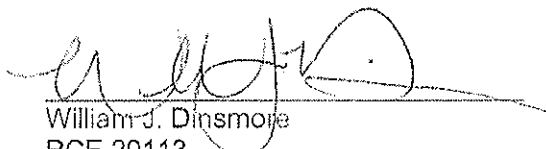
THENCE South $31^{\circ}16'19''$ East, a distance of 5.04 feet;

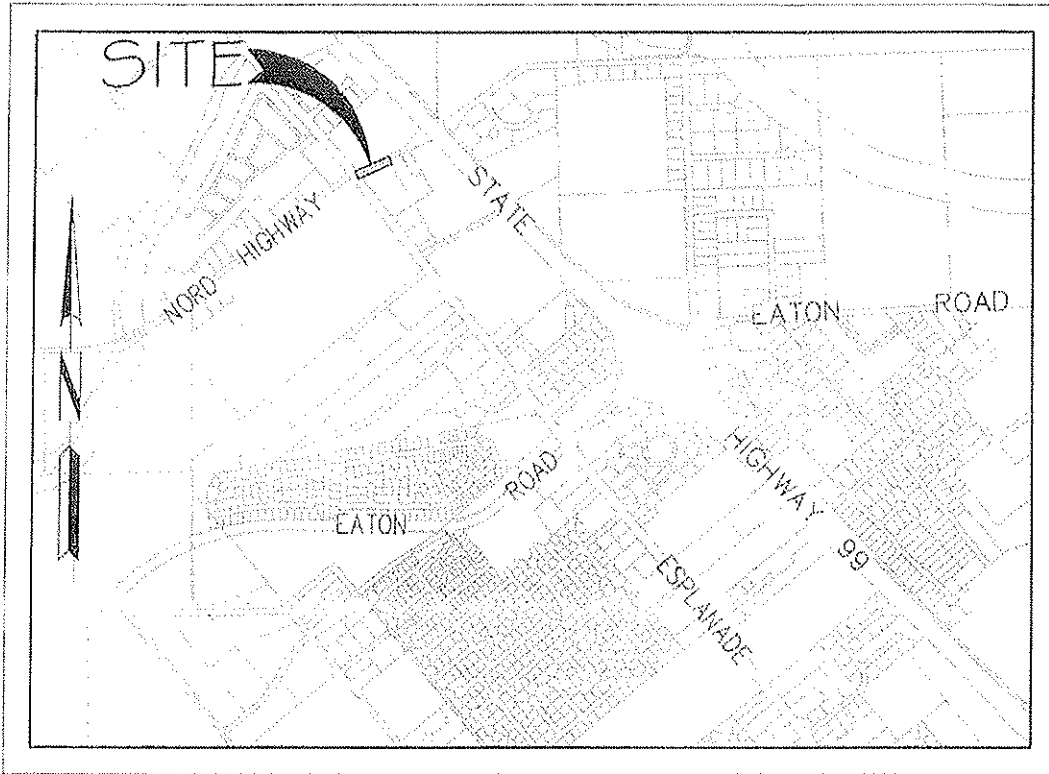
THENCE South $66^{\circ}13'41''$ West parallel with the centerline of said Leora Court, a distance of 292.11 feet to a point on a curve whose radial bearing at this point is North $54^{\circ}46'29''$ West;

THENCE along said curve being concave to the southeast, having a radius of 35.00 feet, through a central angle of $31^{\circ}00'10''$, an arc length of 18.94 feet to the Point of Beginning;

CONTAINING 1,430 square feet, more or less.




William J. Dinsmore
RCE 29113
Registration Expires 03/31/11
Date 4/13/11



LOCATION MAP

NO SCALE



CITY OF CHICO

CAPITAL PROJECTS SERVICES DEPARTMENT

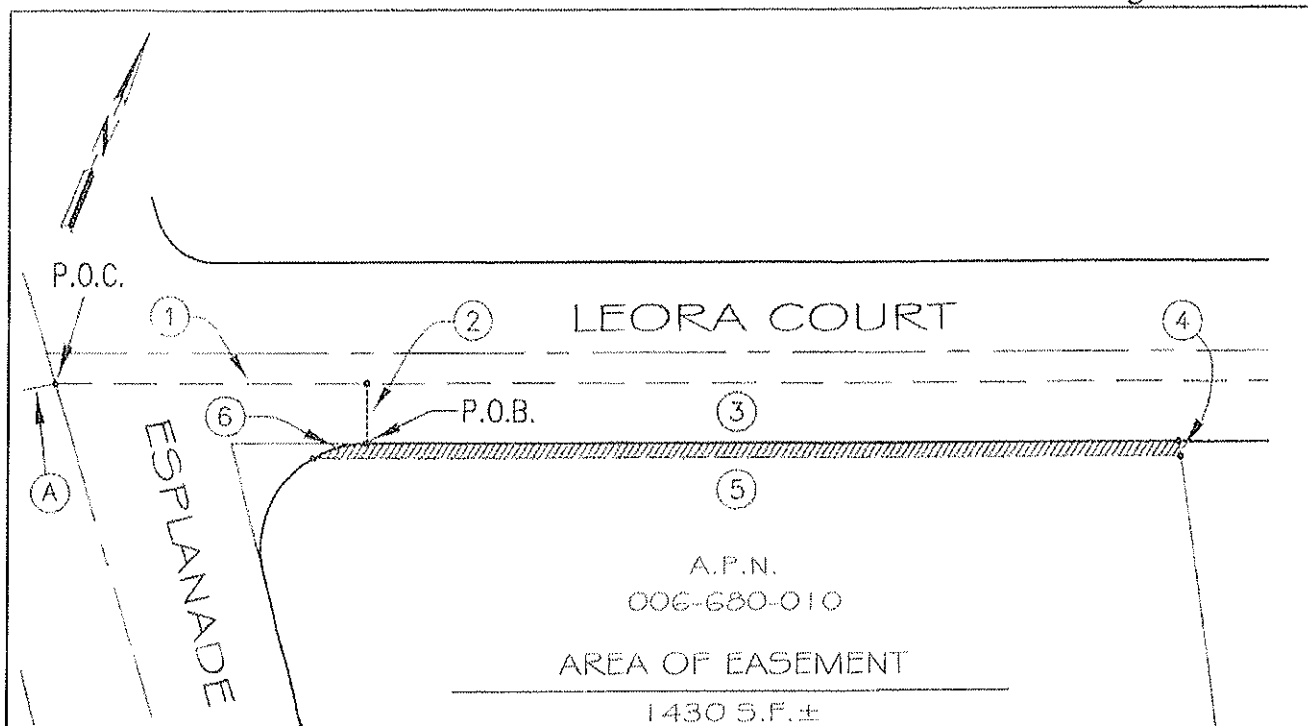
DRAWN BY R.A.R. DATE APR., 2011
CHECKED LG SCALE NO SCALE

PUBLIC SERVICE EASEMENT
A.P.N. 006-680-010

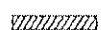
EXHIBIT
"D-1"

APPROVED [Signature]
C.P.S.D. DIRECTOR

SHEET 1 OF 2



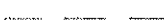
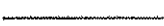
LEGEND



EASEMENT DEDICATION (1430 SF±)



RIGHT-OF-WAY CENTERLINE

NORTH LINE PER
DEED BOOK 51, PAGE 598 LINE

PARCEL BOUNDARY LINE



EASEMENT LINE

P.O.C.

POINT OF COMMENCEMENT

P.O.B.

POINT OF BEGINNING

①

BOUNDARY LINE DATA NUMBER

A

CENTERLINE NORD HWY.

LINE AND CURVE DATA

①	N 66°13'41" E	105.41'
②	S 23°46'19" E	20.00'
③	N 66°13'41" E	273.42'
④	S 31°16'19" E	5.04'
⑤	S 66°13'41" W	292.11'
⑥	Δ=31°00'10" R = 35.00' L = 18.94'	
	CHORD = N 50°43'36" E 18.71'	



CITY OF CHICO

CAPITAL PROJECTS SERVICES DEPARTMENT

DRAWN BY R.A.R. DATE APR., 2011

CHECKED LG SCALE 1" = 60'

APPROVED

C.P.S.D. DIRECTOR

PUBLIC SERVICE EASEMENT

A.P.N. 006-680-010

EXHIBIT

"D-1"

SHEET 2 OF 2

Exhibit "C-2"
Public Service Easement
from
Chico Unified School District

COMMENCING at a point marking the intersection of the centerlines of Highway 99E (now known as Esplanade) and Nord Road as shown on that certain subdivision map entitled Chico Norte Estates Subdivision Unit No. 1 and 1A Revised, which map was recorded in the office of the Recorder of the County of Butte, State of California in Map Book 35 at page 22;

THENCE along the northerly line of that certain 20-foot wide strip of land deeded to Butte County by J.W. Hicks in Deed Book "51", page 598, dated Ninth of July, 1897, North $66^{\circ}13'41''$ East, a distance of 378.83 feet;

THENCE leaving said northerly line of said 20-foot wide strip of land South $23^{\circ}46'19''$ East, a distance of 20.00 feet to a point on the south line of said 20-foot wide strip of land and the southerly right-of-way line of Leora Court and the True Point of Beginning for the Public Service Easement herein described;

THENCE North $66^{\circ}13'41''$ East along said southerly right-of-way line of Leora Court, parallel with the centerline of said Leora Court, a distance of 133.28 feet;

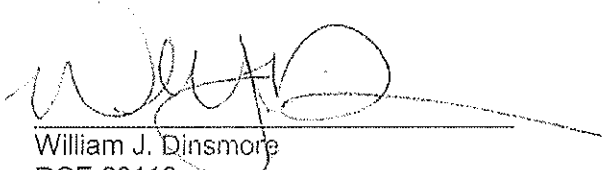
THENCE South $51^{\circ}20'19''$ East, a distance of 5.64 feet;

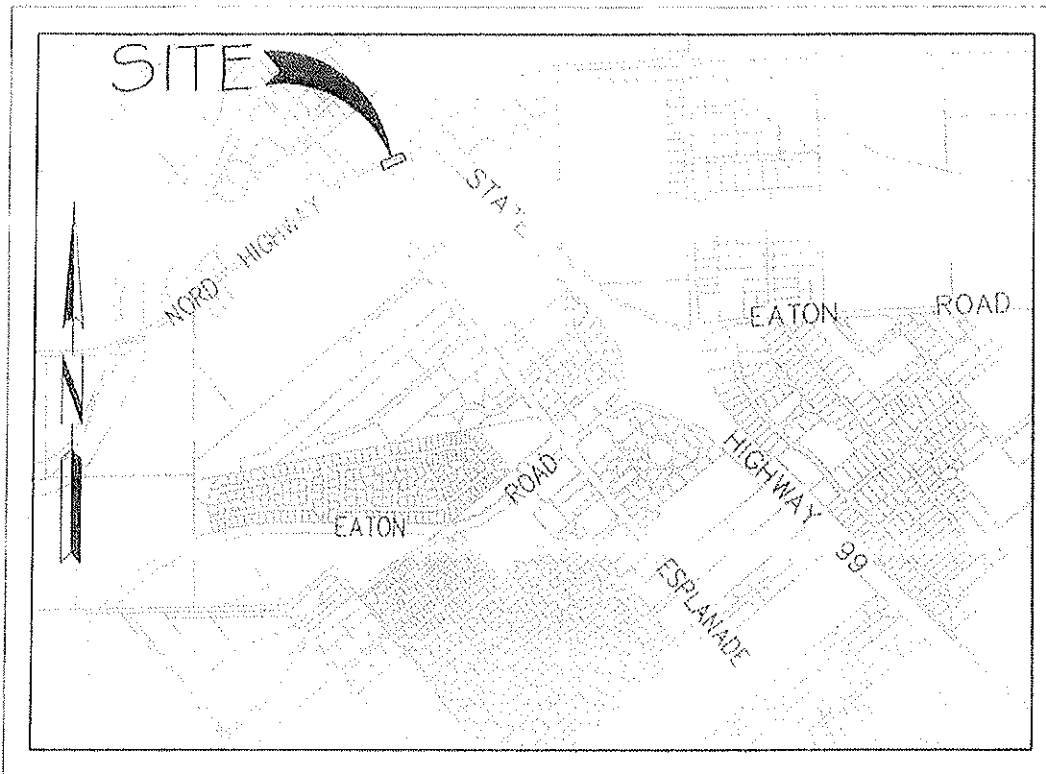
THENCE South $66^{\circ}13'41''$ West parallel with the centerline of said Leora Court, a distance of 135.23 feet;

THENCE North $31^{\circ}16'19''$ West, a distance of 5.04 feet to the Point of Beginning;

CONTAINING 671 square feet, more or less.




William J. Dinsmore
RCE 29113
Registration Expires 03/31/11
Date 4/13/11



LOCATION MAP

NO SCALE



CITY OF CHICO

CAPITAL PROJECTS SERVICES DEPARTMENT

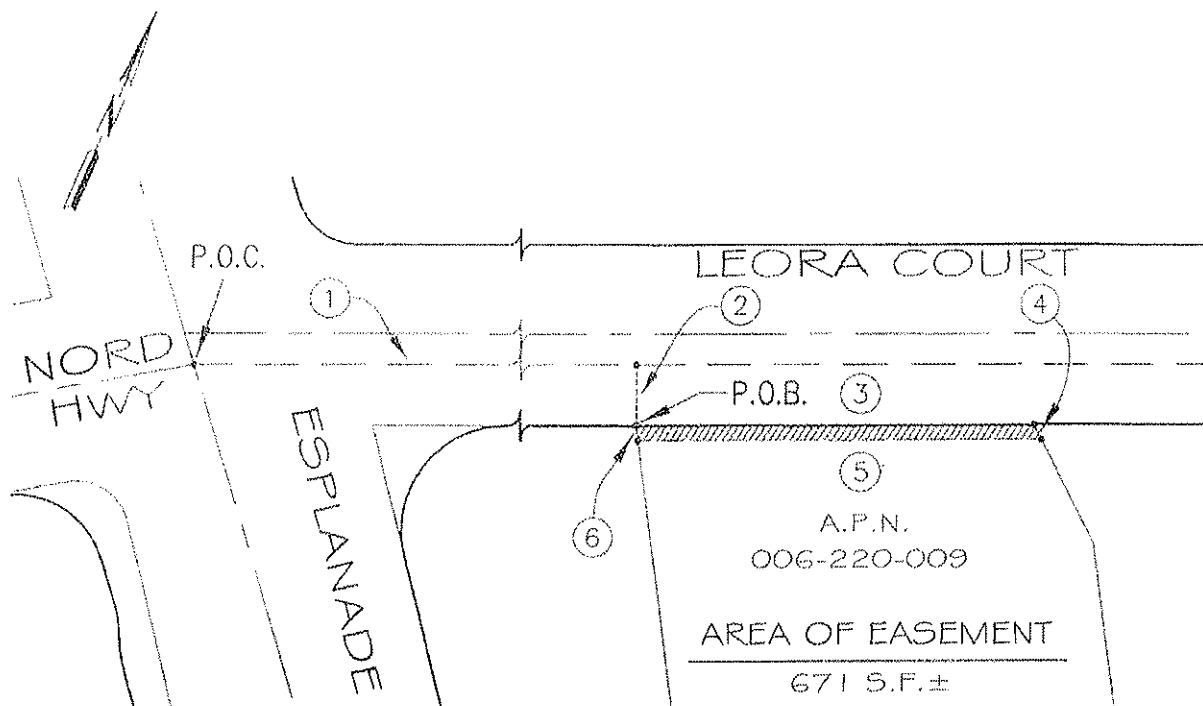
DRAWN BY R.A.R. DATE APR., 2011
CHECKED LG SCALE NO SCALE

PUBLIC SERVICE EASEMENT
A.P.N. 006-220-009

EXHIBIT
"D-2"

APPROVED [Signature]
C.P.S.D. DIRECTOR

SHEET 1 OF 2



LEGEND

	EASEMENT DEDICATION (671 SF±)
	RIGHT-OF-WAY CENTERLINE
	NORTH LINE PER DEED BOOK 51, PAGE 598 LINE
	PARCEL BOUNDARY LINE
	EASEMENT LINE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
①	BOUNDARY LINE DATA NUMBER

LINE AND CURVE DATA

①	N 66°13'41" E	378.83'
②	S 23°46'19" E	20.00'
③	N 66°13'41" E	133.28'
④	S 51°20'19" E	5.64'
⑤	S 66°13'41" W	135.23'
⑥	N 31°16'19" W	5.04'



CITY OF CHICO

CAPITAL PROJECTS SERVICES DEPARTMENT

DRAWN BY R.A.R. DATE APR., 2011

CHECKED P.G. SCALE 1" = 60'

APPROVED

C.P.S.D. DIRECTOR

PUBLIC SERVICE EASEMENT

A.P.N. 006-220-009

EXHIBIT

"D-2"

SHEET 2 OF 2

8.3.5.
Page 14 of 24

A portion of APN: 006-680-010

For consideration, Shasta Union School District as incorporated into Chico Unified School District on January 5, 1965, (hereinafter referred to as "Grantor"), hereby grants to the City of Chico, a municipal corporation of the State of California ("City"), an easement and right-of-way for public road purposes including the right to lay, construct, repair, maintain, operate, renew and replace roadway improvements, sanitary sewer and storm drain collection systems, water distribution systems, electric facilities, public utilities facilities and appurtenances incidental thereto, in over, across, and upon that certain property located in the City of Chico, County of Butte, State of California, described in Exhibit A and depicted in Exhibit B attached hereto and made a part hereof by reference.

By:

By:

STATE OF CALIFORNIA }
 } SS.
COUNTY OF BUTTE }

I certify under PENALTY OF PERJURY, under the laws of the State of California that the foregoing paragraph is true and correct.

Signature _____
Notary Public

Exhibit "A"

Esplanade

Right-of-Way Acquisition No. 13

All that certain real property situate in the City of Chico, County of Butte, State of California, described as follows:

BEGINNING at the intersection of the northeasterly line of the Esplanade, as described in that certain deed to Butte County recorded May 6th, 1873 in Book "N" of County Records, at page "2", said line lying northeasterly, 40 feet from the centerline of said Esplanade, said road known at that time as "a good improved serviceable highway from the Town of Oroville through the Town of Chico to the Northerly Boundary line of the said County of Butte", with the southerly line of that certain 20-foot wide strip of land deeded to Butte County by J.W. Hicks in Deed Book "51", page 598, dated Ninth of July, 1897, now known as Leora Court;

THENCE along said southerly right-of-way line of Leora Court, North $66^{\circ}13'41''$ East, a distance of 44.88 feet to the beginning of a tangent curve to the left;

THENCE along said curve, being concave to the southeast, having a radius of 35.00 feet, through a central angle of 104°05'52" to a point on said northeasterly line of Esplanade;

THENCE along said northeasterly line North 37°52'11" West, a distance of 44.88 feet to the POINT OF BEGINNING;

Containing 458 square feet, more or less.



[Handwritten signature]

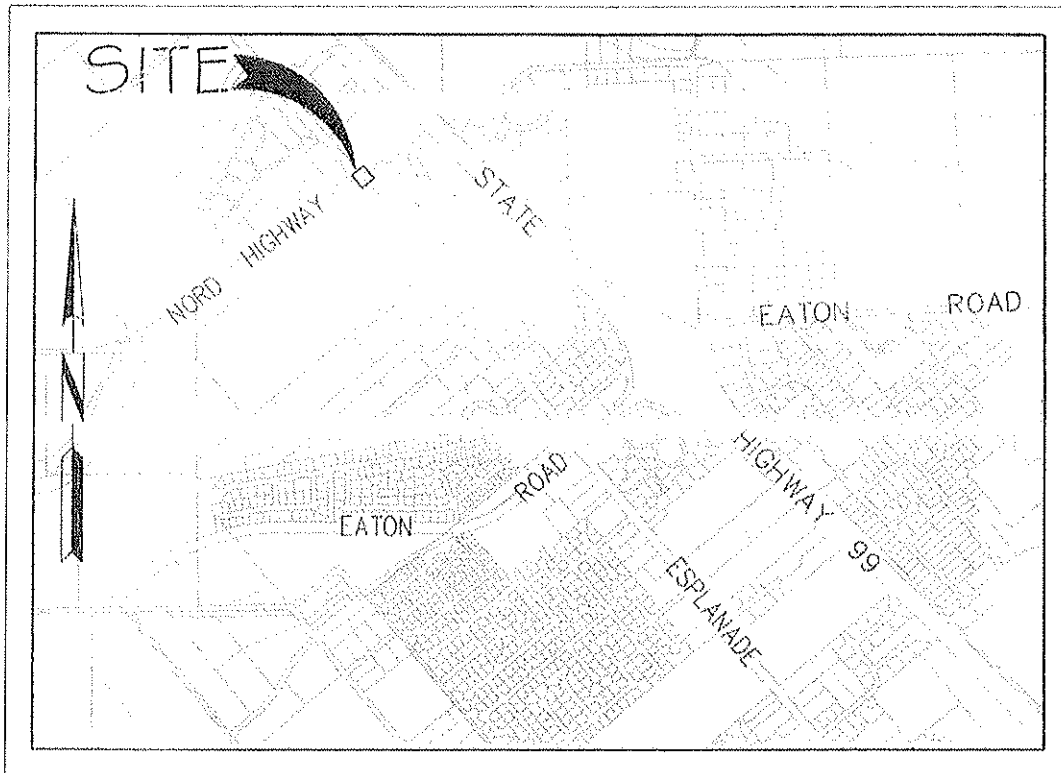
William J. Dinsmore
RCE 29113
Registration Expires 03/31/13

Date: 5/21/13

Checked: *[Signature]*

Approved: [Signature]

Date: 4/8/11



LOCATION MAP

NO SCALE



CITY OF CHICO

CAPITAL PROJECTS SERVICES DEPARTMENT

DRAWN BY R.A.R. DATE FEB., 2011

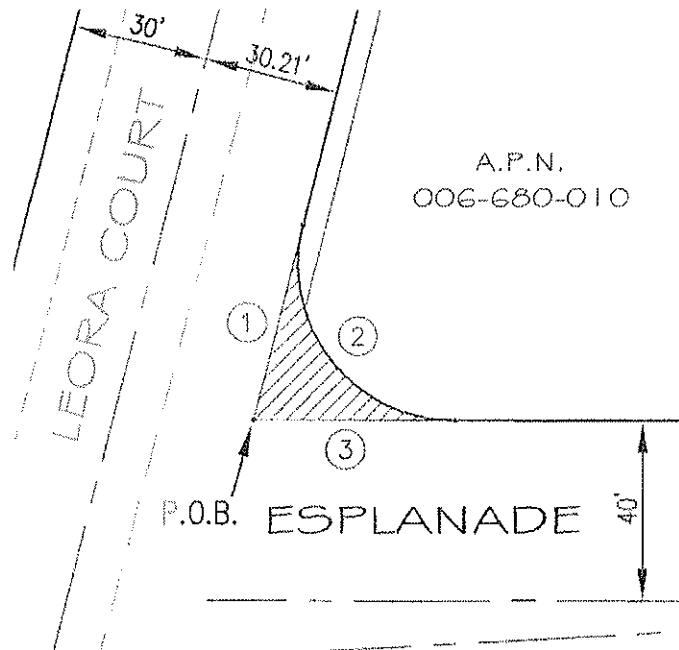
CHECKED *[Signature]* SCALE NO SCALE

APPROVED *[Signature]*
C.P.S.D. DIRECTOR

ESPLANADE
RIGHT-OF-WAY
ACQUISITION NO. 13

EXHIBIT
"B"

SHEET 1 OF 2



LINE AND CURVE DATA

- | | | |
|---|-----------------------------|-----------------------|
| ① | N 66°13'41" E | 44.88' |
| ② | $\Delta=104^{\circ}05'52''$ | R = 35.00' L = 63.59' |
| ③ | N 37°52'11" W | 44.88' |

LEGEND

- | | |
|--------|-------------------------------|
| | EASEMENT ACQUISITION (458 SF) |
| | PARCEL BOUNDARY LINE |
| P.O.B. | POINT OF BEGINNING |



CITY OF CHICO

CAPITAL PROJECTS SERVICES DEPARTMENT

DRAWN BY R.A.R. DATE FEB., 2011

CHECKED [Signature] SCALE 1" = 40'

APPROVED [Signature]
C.P.S.D. DIRECTOR

ESPLANADE
RIGHT-OF-WAY
ACQUISITION NO. 13

EXHIBIT
"B"

SHEET 2 OF 2

8.3.5.
Page 18 of 24

A portion of APN: 006-680-009 and 006-220-010

For consideration, Shasta Union School District as incorporated into Chico Unified School District on January 5, 1965, (hereinafter referred to as "Grantor"), hereby grants to the City of Chico, a municipal corporation of the State of California ("City"), an Public Service Easement for utility purposes including the right to lay, construct, repair, maintain, operate, renew and replace improvements, sanitary sewer and storm drain collection systems, water distribution systems, electric facilities, public utilities facilities and appurtenances incidental thereto, in over, across, and upon that certain property located in the City of Chico, County of Butte, State of California, described in Exhibit C1 and C2 and depicted in Exhibit D1 and D2 attached hereto and made a part hereof by reference.

By:

By:

On _____, 20____, before me, _____, a Notary Public, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in their authorized capacity(ies), and that by he/she/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____
Notary Public

COMMENCING at a point marking the intersection of the centerlines of Highway 99E (now known as Esplanade) and Nord Road as shown on that certain subdivision map entitled Chico Norte Estates Subdivision Unit No. 1 and 1A Revised, which map was recorded in the office of the Recorder of the County of Butte, State of California in Map Book 35 at page 22;

THENCE along the northerly line of that certain 20-foot wide strip of land deeded to Butte County by J.W. Hicks in Deed Book "51", page 598, dated Ninth of July, 1897, North 66°13'41" East, a distance of 105.41 feet;

THENCE leaving said northerly line of said 20-foot wide strip of land South 23°46'19" East, a distance of 20.00 feet to a point on the south line of said 20-foot wide strip of land and the southerly right-of-way line of Leora Court and the True Point of Beginning for the Public Service Easement herein described;

THENCE North 66°13'41" East along said southerly right-of-way line of Leora Court, parallel with the centerline of said Leora Court, a distance of 273.42 feet;

THENCE South $31^{\circ}16'19''$ East, a distance of 5.04 feet;

THENCE South 66°13'41" West parallel with the centerline of said Leora Court, a distance of 292.11 feet to a point on a curve whose radial bearing at this point is North 54°46'29" West;

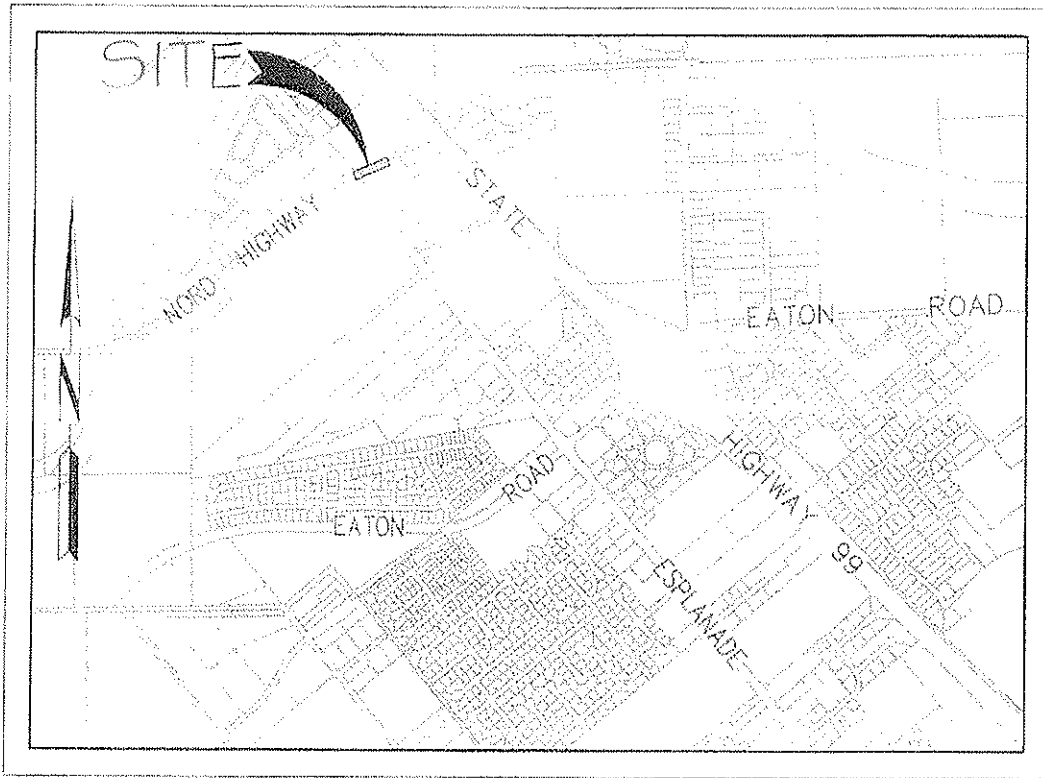
THENCE along said curve being concave to the southeast, having a radius of 35.00 feet, through a central angle of 31°00'10", an arc length of 18.94 feet to the Point of Beginning;

CONTAINING 1,430 square feet, more or less.



William J. Dinsmore
RCE 29113
Registration Expires 03/31/11

Date 4/13/11



LOCATION MAP

NO SCALE

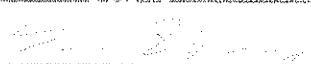


CITY OF CHICO

CAPITAL PROJECTS SERVICES DEPARTMENT

DRAWN BY R.A.R. DATE APR., 2011

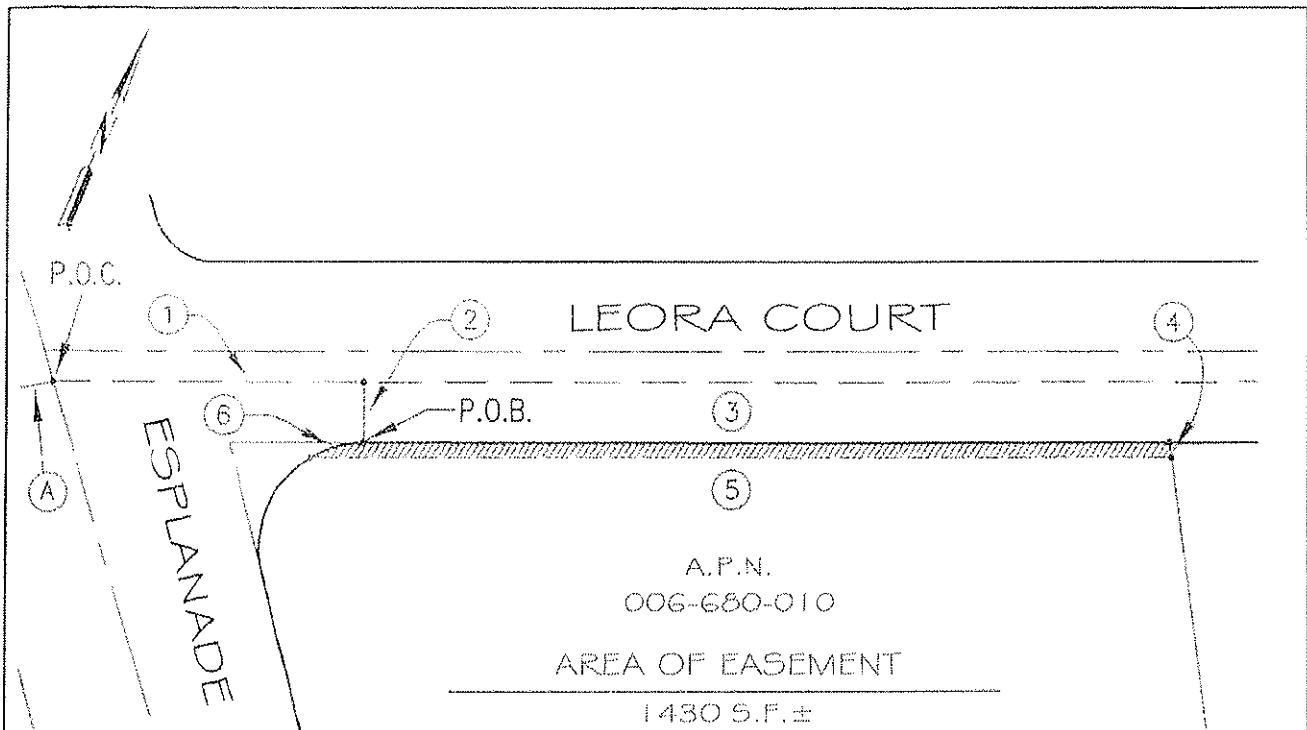
CHECKED L.G. SCALE NO SCALE

APPROVED 
C.P.S.D. DIRECTOR

PUBLIC SERVICE EASEMENT
A.P.N. 006-680-010

EXHIBIT
"D-1"

SHEET 1 OF 2



LEGEND

	EASEMENT DEDICATION (1430 SF±)
	RIGHT-OF-WAY CENTERLINE
	NORTH LINE PER DEED BOOK 51, PAGE 598 LINE
	PARCEL BOUNDARY LINE
	EASEMENT LINE

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
①	BOUNDARY LINE DATA NUMBER
A	CENTERLINE NORD HWY.

LINE AND CURVE DATA

①	N 66°13'41" E	105.41'
②	S 23°46'19" E	20.00'
③	N 66°13'41" E	273.42'
④	S 31°16'19" E	5.04'
⑤	S 66°13'41" W	292.11'
⑥	Δ=31°00'10" R = 35.00' L = 18.94' CHORD = N 50°43'36" E 18.71'	



CITY OF CHICO

CAPITAL PROJECTS SERVICES DEPARTMENT

DRAWN BY R.A.R. DATE APR., 2011
CHECKED L.G. SCALE 1" = 60'
APPROVED [Signature]
C.P.S.D. DIRECTOR

PUBLIC SERVICE EASEMENT
A.P.N. 006-680-010

EXHIBIT
"D-1"

SHEET 2 OF 2

Exhibit "C-2"

Public Service Easement

from

Chico Unified School District

COMMENCING at a point marking the intersection of the centerlines of Highway 99E (now known as Esplanade) and Nord Road as shown on that certain subdivision map entitled Chico Norte Estates Subdivision Unit No. 1 and 1A Revised, which map was recorded in the office of the Recorder of the County of Butte, State of California in Map Book 35 at page 22;

THENCE along the northerly line of that certain 20-foot wide strip of land deeded to Butte County by J.W. Hicks in Deed Book "51", page 598, dated Ninth of July, 1897, North 66°13'41" East, a distance of 378.83 feet;

THENCE leaving said northerly line of said 20-foot wide strip of land South 23°46'19" East, a distance of 20.00 feet to a point on the south line of said 20-foot wide strip of land and the southerly right-of-way line of Leora Court and the True Point of Beginning for the Public Service Easement herein described;

THENCE North 66°13'41" East along said southerly right-of-way line of Leora Court, parallel with the centerline of said Leora Court, a distance of 133.28 feet;

THENCE South 51°20'19" East, a distance of 5.64 feet;

THENCE South 66°13'41" West parallel with the centerline of said Leora Court, a distance of 135.23 feet;

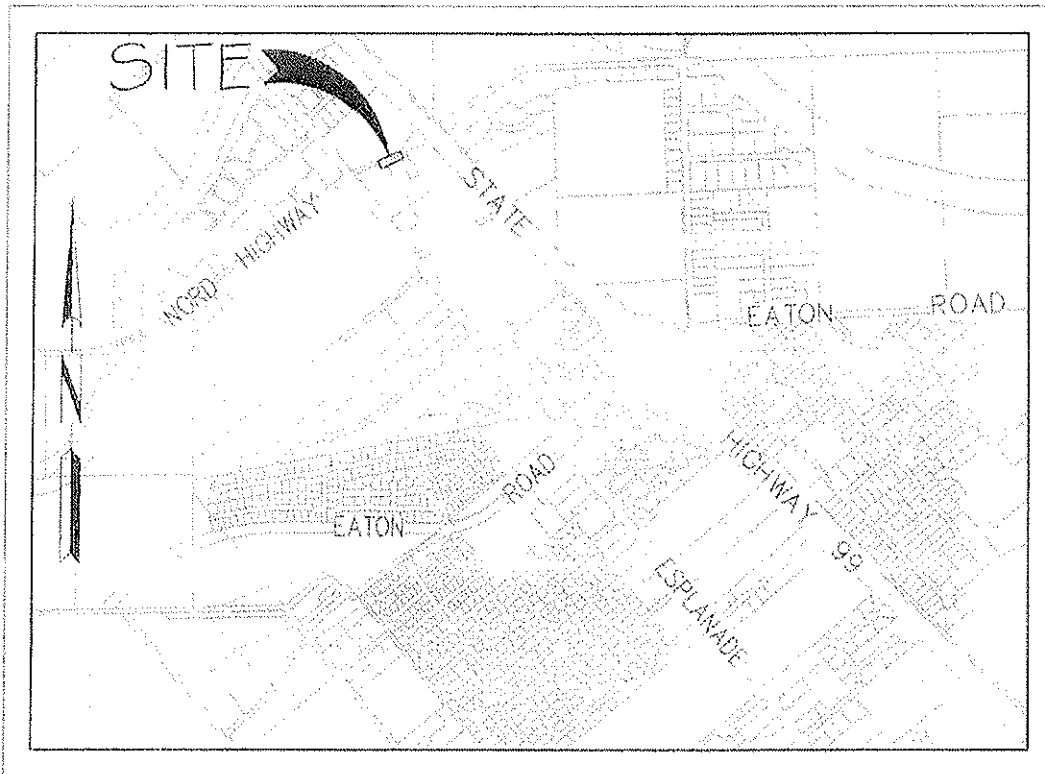
THENCE North 31°16'19" West, a distance of 5.04 feet to the Point of Beginning;

CONTAINING 671 square feet, more or less.



William J. Dinsmore
RCE 29113
Registration Expires 03/31/11

Date 4/13/10



LOCATION MAP

NO SCALE



4-13-11

CITY OF CHICO

CAPITAL PROJECTS SERVICES DEPARTMENT

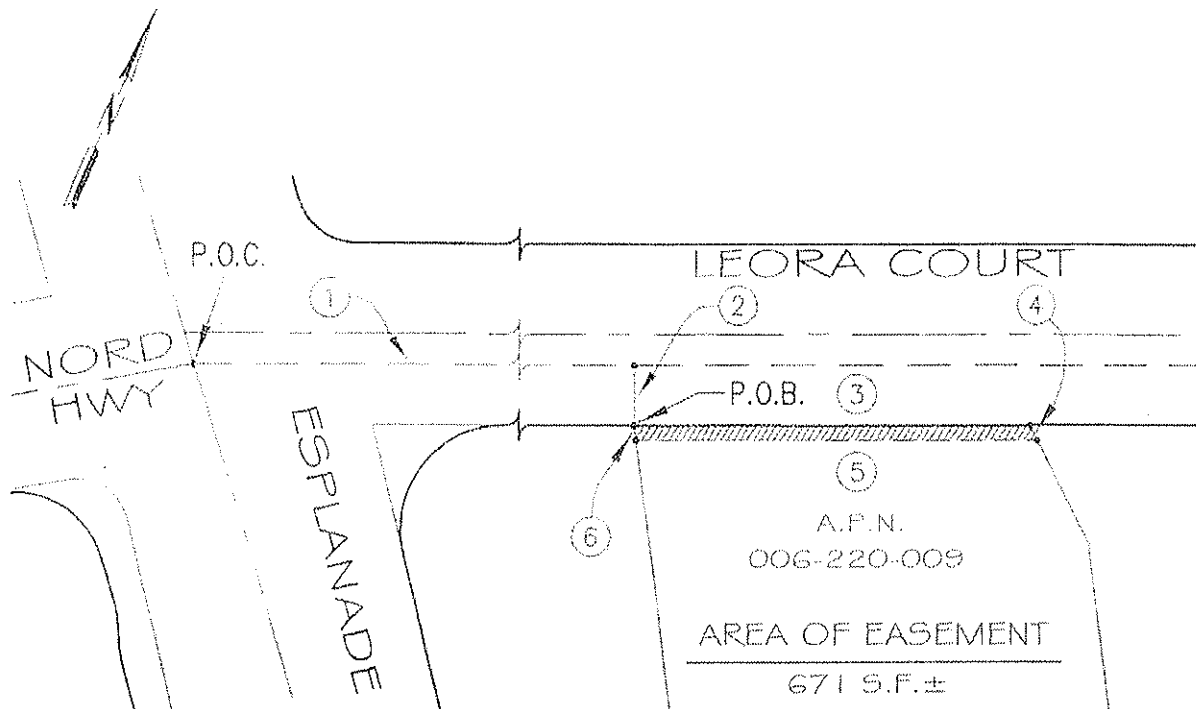
DRAWN BY R.A.R. DATE APR., 2011
CHECKED L.A. SCALE NO SCALE

PUBLIC SERVICE EASEMENT
A.P.N. 006-220-009

EXHIBIT
"D-2"

APPROVED [Signature]
C.P.S.D. DIRECTOR

SHEET 1 OF 2



LEGEND

	EASEMENT DEDICATION (671 SF±)
	RIGHT-OF-WAY CENTERLINE
	NORTH LINE PER DEED BOOK 51, PAGE 598 LINE
	PARCEL BOUNDARY LINE
	EASEMENT LINE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
①	BOUNDARY LINE DATA NUMBER

LINE AND CURVE DATA

①	N 66°13'41" E	378.83'
②	S 23°46'19" E	20.00'
③	N 66°13'41" E	133.28'
④	S 51°20'19" E	5.64'
⑤	S 66°13'41" W	135.23'
⑥	N 31°16'19" W	5.04'



CITY OF CHICO

CAPITAL PROJECTS SERVICES DEPARTMENT

DRAWN BY R.A.R. DATE APR., 2011

CHECKED E.S. SCALE 1" = 60'

APPROVED

C.P.S.D. DIRECTOR

PUBLIC SERVICE EASEMENT

A.P.N. 006-220-009

EXHIBIT

"D-2"

SHEET 2 OF 2

April 20, 2011

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

Name/Employee #	Assignment	Effective	Comment
<u>2010/11 Leave Requests</u>			
Connolly, Cheryl	Elementary	2/17-5/26/11	0.4 FTE Personal Leave
<u>2011/12 Leave Requests</u>			
Acain, Janet	Elementary	2011/12	0.2 FTE Personal Leave (STRS Reduced Workload)
Barrett, Elizabeth	Elementary	2011/12	0.1 FTE Personal Leave (STRS Reduced Workload)
Birtcil, Susan	Speech	2011/12	0.4 FTE Personal Leave (STRS Reduced Workload)
Christensen, Michael	Secondary	2011/12	0.5 FTE Personal Leave (STRS Reduced Workload)
Finley, Janet	Elementary	2011/12	0.2 FTE Personal Leave
Gimbal, Kim	Secondary	2011/12	0.8 FTE Professional Leave
Gunderson, Scott	Secondary	2011/12	1.0 FTE Professional Leave
Henley, Catherine	Elementary	2011/12	0.2 FTE Personal Leave (STRS Reduced Workload)
Irlick, Debra	Elementary	2011/12	0.3 FTE Personal Leave (STRS Reduced Workload)
Kindopp, Heather	Elementary	2011/12	0.8 FTE Child Care Leave
Lisa, Mona	Elementary	2011/12	0.2 FTE Personal Leave (STRS Reduced Workload)
Lisman, Kathryn	Elementary	2011/12	0.2 FTE Personal Leave (STRS Reduced Workload)
Lourenco, Vickie	Secondary	2011/12	0.8 FTE Child Care Leave
Malnar, Peggy	Elementary	2011/12	0.3 FTE Personal Leave (STRS Reduced Workload)
Marshall, Darren	Secondary	2011/12	1.0 FTE Personal Leave
Nilsson, Eric	Secondary	2011/12	1.0 FTE Professional Leave
Pope, Ronald	Secondary	2011/12	1.0 FTE Professional Leave
Price, Maya	Secondary	2011/12	0.4 FTE Child Care Leave
Schaefer, Peggy	Elementary	2011/12	0.2 FTE Personal Leave (STRS Reduced Workload)
Shockley, Amy	Elementary	2011/12	0.2 FTE Personal Leave

Stuenkel, Susan	Elementary	2011/12	0.2 FTE Personal Leave (STRS Reduced Workload)
Travers, Deborah	Secondary	2011/12	1.0 FTE Professional Leave
Wagner, Patricia	Elementary	2011/12	0.2 FTE Personal Leave (STRS Reduced Workload)

Rescission of Leave Request

Hian, Nancy	Independent Study	2/22/11	Rescind 0.3 FTE Personal Leave (Returning to 1.0 FTE)
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Retirements/Resignations

Vigallon, Bernard	Administrative	6/3/11	Retirement
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CHICO UNIFIED SCHOOL DISTRICT
1163 E. 7th STREET
CHICO, CA 95928-5999

8.4.2.
Page 1 of 2

DATE: APRIL 20, 2011

MEMORANDUM TO: BOARD OF EDUCATION

FROM: KELLY STALEY, SUPERINTENDENT

SUBJECT: CLASSIFIED HUMAN RESOURCES ACTIONS

ACTION NAME	CLASS/LOCATION/ASSIGNED HOURS	EFFECTIVE	COMMENTS/PRF #/ FUND/RESOURCE
APPOINTMENT			
ALDRED, JILL	CAFETERIA SATELLITE MANAGER/ SIERRA VIEW/6.5	3/21/2011	EXISTING POSITION/196/ NUTRITION/0000
BRACEWELL, JACK	CAFETERIA ASSISTANT/CCDS/1.6	4/5/2011	VACATED POSITION/222/ NUTRITION/0000
ECKES, KIMBERLY	CAFETERIA ASSISTANT/CHS/4.0	3/28/2011	VACATED POSITION/193/ NUTRITION/0000
FANNING, NICOLE	IA-SPECIAL EDUCATION/MCMANUS/3.5	4/11/2011	VACATED POSITION/176/ SPECIAL ED/6500
GAFFNEY, AMY	CAFETERIA ASSISTANT/BJHS/2.5	4/11/2011	VACATED POSITION/223/ NUTRITION/0000
HIGGINS, JUDY	LT SCHOOL BUS DRIVER-TYPE 2/ TRANSPORTATION/6.3	3/2/2011-5/26/2011	DURING ABSENCE OF INCUMBENT/215/ TRANSPORTATION/7240
LAWRENCE, MARK	LT IPS-CLASSROOM/CHS/6.0	3/30/2011-4/2/2011	NEW LT POSITION/126/ ARRA SPECIAL ED/3313
LOWTHER, ERIN	LT IPS-CLASSROOM/PARKVIEW/4.0	4/4/2011-5/26/2011	NEW LT POSITION/169/ ARRA SPECIAL ED/3319
MCENTEE-CHOO, MISTY	IPS-HEALTHCARE/PARKVIEW/5.5	4/4/2011	VACATED POSITION/84/ SPECIAL ED/6501
MENDOZA, MARK	LT SCHOOL BUS DRIVER-TYPE 2/ TRANSPORTATION/8.0	3/2/2011-5/26/2011	DURING ABSENCE OF INCUMBENT/213/ TRANSPORTATION/7240
NAVA, ANA	BICULTURAL LIAISON/ROSEDALE/1.2	3/29/2011	NEW POSITION/205/ CATEGORICAL/6010
OGUIN, COLLETTE	LT IPS-CLASSROOM/PARKVIEW/4.0	4/4/2011-5/26/2011	NEW LT POSITION/170/ ARRA SPECIAL ED/3319
POE, C. RENEE	CAFETERIA ASSISTANT/MJHS/3.6	4/18/2011	VACATED POSITION/225/ NUTRITION/0000
REYEZ-YANEZ, KAREN	LT SCHOOL BUS DRIVER-TYPE 2/ TRANSPORTATION/7.1	3/2/2011-5/26/2011	DURING ABSENCE OF INCUMBENT/214/ TRANSPORTATION/7240
RODGERS, LAURA	IPS-CLASSROOM/LOMA VISTA/6.0	3/30/2011	VACATED POSITION/69/ SPECIAL ED/6501
RYAN, PATRICK	IPS-CLASSROOM/MARIGOLD/6.0	4/12/2011	VACATED POSITION/167/ SPECIAL ED/6501
LEAVE OF ABSENCE			
CAMPOS, DEBORAH	IPS-CLASSROOM/MJHS/6.0	3/7/2011-5/26/2011	PER CBA 5.12
CLINTON, MELISA	CAFETERIA ASSISTANT/CHS/2.0	4/11/2011	EARLY RETURN FROM LOA
FORBES, STEPHANINE	IPS-CLASSROOM/LOMA VISTA/6.0	4/7/2011-5/26/2011	PER CBA 5.2.9
GIBBS, DEBORAH	OFFICE ASSISTANT ELEMENTARY ATTENDANCE/SHASTA/4.0	2/15/2011-3/23/2011	PER CBA 5.12
GIBBS, DEBORAH	HEALTH ASSISTANT/SHASTA/4.0	2/15/2011-3/23/2011	PER CBA 5.12

GREEN, KATHRYN	IPS-CLASSROOM/LOMA VISTA/6.0	3/29/2011-9/8/2011	PER CBA 5.3.3
HOY, ELIZABETH	IPS-HEALTHCARE/CHAPMAN/3.5	4/2/2011-5/26/2011	PER CBA 5.12
HOY, ELIZABETH	IPS-CLASSROOM/CHAPMAN/3.0	4/2/2011-5/26/2011	PER CBA 5.12
KENNEDY, SHERYL	IPS-CLASSROOM/EMMA WILSON/6.0	3/23/2011-3/29/2011	PER CBA 5.12
SULLWOLD, TERESA	IPS-CLASSROOM/HOOKER OAK/3.5 & 3.0	3/21/2011-4/3/2011	PER CBA 5.12

RESIGNED THIS POSITION ONLY

BRACEWELL, JACK	CAFETERIA ASSISTANT/BJHS/2.0	4/4/2011	VOLUNTARY REDUCTION IN HOURS
ECKES, KIMBERLY	CAFETERIA ASSISTANT/MJHS/3.6	3/27/2011	INCREASE IN HOURS
GAFFNEY, AMY	CAFETERIA ASSISTANT/MJHS/2.0	4/10/2011	INCREASE IN HOURS
POE, C. RENEE	CAFETERIA ASSISTANT/CJHS/3.0	4/17/2011	INCREASE IN HOURS

RESIGNATION/TERMINATION

CORCORAN, KATHLEEN	IA-SR ELEMENTARY GUIDANCE/CITRUS/1.4	3/25/2011	VOLUNTARY RESIGNATION
LEFFLER, NICHOLAS	COMPUTER TECHNICIAN/INFO TECH/ 5.0 & 3.0	3/30/2011	VOLUNTARY RESIGNATION
REYNOLDS, MARIA	CUSTODIAN/PVHS/8.0	3/7/2011	AUTO RESIGNATION
SATTAH, LINA	LT CAFETERIA ASSISTANT/CHS/1.2	4/8/2011	END LIMITED TERM POSITION
ALDRED, JILL	CAFETERIA SATELLITE MANAGER/ SIERRA VIEW/6.0	3/20/2011	INCREASE IN HOURS

PROPOSED AGENDA ITEM: Public Schools Week, May 2 – 6, 2011

Prepared by: Joanne Parsley

☐

Consent

Board Date April 20, 2011

☒

Information Only

☐

Discussion/Action

Background Information

Public Schools Week is an annual event designed to give our community an opportunity to visit the Chico Unified Public Schools. We partner with the Masonic Lodge in order to publicize the event. A calendar of events is made available to the public through our website as well as hard copies at the school sites.

Educational Implications

Public Schools Weeks allows our community to enter into our classrooms to see first-hand the techniques and tools our highly-skilled teachers are using to engage our students and increase their learning. There are a variety of events scheduled. Most schools have a book fair running the entire week. Several schools have a jog-a-thon scheduled. Plays and musicals will be performed both during the day and in the evening to showcase our magnificent students' talents.

A community bus tour is planned for Thursday, May 5th. Fifty spots are available, and interested community members may sign up by calling Kim Hernandez at 891-3000, extension 137. The schedule for this tour is listed below. These events will give evidence to our community that we not only take the job of educating our students very seriously, we also do it with enthusiasm and fun.

The tour will begin at Pleasant Valley High School. Parking is available in the student lot.

8:15 a.m.	Meet at the Center for the Arts on the Pleasant Valley campus
8:30 a.m. – 8:50 a.m.	High school performance
8:50 a.m. – 9:00 a.m.	Board the bus
9:15 a.m.	Arrive at Shasta Elementary School
9:25 a.m. – 10:00 a.m.	Tour
10:00 a.m. – 10:10 a.m.	Board the bus
10:30 a.m.	Arrive at Chico Junior High School
10:40 a.m. – 11:15 a.m.	Tour
11:15 a.m. – 11:25 a.m.	Board the bus
11:30 a.m.	Arrive at Chapman Elementary School
11:40 a.m. – 12:15 p.m.	Tour
12:15 p.m. – 12:25 p.m.	Board the bus
12:30 p.m.	Arrive at Marsh Junior High School
12:40 p.m. - 1:15 p.m.	Lunch and tour
1:15 p.m. – 1:25 p.m.	Board the bus
1:35 p.m.	Tour ends at Pleasant Valley High School

PROPOSED AGENDA ITEM: Revised Co-curricular Code of Conduct

Prepared by: Jim Hanlon - Principal Chico High School

☐ Consent

Board Date April 20, 2011

☐ Information Only

☒ Discussion/Action

Background Information

The CUSD Code of Conduct was last revised in August 2008. Since that time there has been a new principal appointed at Pleasant Valley High School and two new Athletic Directors at both Chico High School and PVHS. The Principals and Athletic Directors at both schools have unanimously agreed that some important revisions were necessary. Three significant areas are being proposed for changes: 1) Students that violate 48900 (a-t) will receive a single common consequence (inconsistent in previous conduct policy); 2) Students that provide a place or location for committing an illegal act or violation of Education Code 48900 will move to "Step Two" of the disciplinary consequences; 3) Students that are in the presence of or close proximity to an illegal activity or violation of Education Code 48900 (a-t) must remove themselves from the activity/area or be in violation of the Code of Conduct and will be held responsible as outlined in Steps 1, 2 and 3 of disciplinary consequences.

Education Implications

The purpose of these changes in the Co-curricular Code of Conduce is to encourage students to make positive life choices when it comes to drugs, alcohol, violence and other inappropriate behaviors.

Fiscal Implications

None.

Additional Information

Copy of proposed Code of Conduct is attached in full.

2011-2012 CUSD High School ACTIVITIES ELIGIBILITY PACKET

CO-CURRICULAR CODE OF CONDUCT / ASSUMPTION OF RISK / DRUG, ALCOHOL, & STERIOD BAN / INSURANCE / PHYSICAL



Pleasant Valley High School



Chico High School

STUDENTS:

Your participation in high school activities is dependent on your eligibility. PROTECT that eligibility by reviewing with your parent(s)/guardian(s) the CUSD Co-Curricular Code of Conduct. Co-curricular programs contribute to the educational, emotional and social development of students. Since students are not required to participate in co-curricular programs, the choice to participate in these programs is a privilege and students are required to follow the Code of Conduct to remain eligible to participate. Co-curricular activities include student body offices, athletics, cheerleading, Winter Guard, and any other activities that are outside the regular school day and not a requirement of a course of instruction. Students who choose to participate in co-curricular activities are expected to conduct themselves in a manner that reflects the values of the school and community they represent. In addition to the behavioral standards and disciplinary consequences applicable to all students in the District, each student desiring to participate in a co-curricular activity must comply with this Co-Curricular Code of Conduct.

You understand that once you sign the eligibility statement all eligibility rules will apply. These expectations will apply 24 hours a day, 7 days a week during the course of your involvement with any co-curricular activity.

PARENTS:

REVIEW the following rules with your son or daughter. Your emphasis on the value of following these rules is extremely important to the successful choices your son/daughter will make.

CHECKLIST FOR STUDENTS ELIGIBILITY:

If you cannot check all 9 items, see your Athletic Director or Principal.

- ☐ Making adequate academic progress toward graduation.
- ☐ Will not have turned 19 years old prior to June 15 before the start of their senior year.
- ☐ Physical exam on record prior to the start of the season.
- ☐ Have not transferred from another school within the past year.
- ☐ Have not accepted cash in any amount or merchandise valued at more than \$100 for participating in a sport.
- ☐ Will not compete in non-school athletic events in my sport after reporting for the school team.
- ☐ Will not use, possess*, sell or give away tobacco, alcoholic beverages or any controlled substances including steroids.
- ☐ Will not violate the racial/religious/sexual harassment/violence/ and hazing policies and rules of CUSD.
- ☐ Will agree to fully cooperate in any investigation honestly and truthfully.

**For purposes of this section, "possess" shall be defined as having in one's possession or control, e.g., on one's person or in one's physical control, or to have in one's presence or close proximity to be used in an illegal activity.*

INFORMED CONSENT:

By its nature, participation in interscholastic athletics includes risk of injury and the transmission of infectious diseases such as HIV, Hepatitis B, herpes and others. Although serious injuries are not common and the risk of HIV transmission is almost nonexistent in supervised school athletic programs, it is impossible to eliminate all risk. Participants have the responsibility to help reduce that risk. Participants must obey all safety rules, report all physical and hygiene problems to their coaches, follow proper conditioning programs, and inspect their own equipment daily.

EDUCATION CODE VIOLATIONS:

Students will comply with all state and local laws as well as all school district policies and regulations. Students are required to comply with all Education Code sections 24 hours a day, seven days a week in order to remain eligible for participation.

Any student who chooses to participate in co-curricular activities and who violates the Code of Conduct in any way may experience disciplinary consequences. Disciplinary consequences for violations of the Code of Conduct for suspension related offenses are as follows:

For violation of Education Code 48900 (a-t):

- (a) (1) physical injury on another person
- (2) Willfully used force or violence upon another person
- (c) Possessed, used, sold or furnished alcohol or controlled substance
- (d) Offered, arranged or negotiated the sale of a controlled substance
- (b) Dangerous object
- (e) Robbery or extortion
- (f) Damage to school property or private property;
- (g) Theft of school property or private property;
- (h) Tobacco
- (i) Profanity or vulgarity;
- (j) Drug paraphernalia
- (k) Disrupted school activities or defiance of school authority
- (l) Possession of stolen school property or private property;
- (m) Possessed an imitation firearm.
- (n) Sexual assault
- (o) Witness intimidation or harassment
- (p) Negotiated the sale of the drug Soma;
- (q) Hazing
- (s) Aiding and/or abets, the infliction of physical injury to another person
- (t) As used in this section, "school property" includes, but is not limited to, electronic files and databases:

* More specific explanations of these codes can be found on the following website: <http://www.leginfo.ca.gov>

The following are the minimum penalties for Education Code Violations. The school or the coach may choose more severe penalties, including removal from the team. These penalties are in addition to any action taken by the District pursuant to Education Code sections 48900 et seq.

First Step	Suspension from co-curricular participation for no less than 10 days of school from the first date of disciplinary action.
Second Step	Suspension from co-curricular participation for no less than 20 days of school from the first date of disciplinary action.
Third Step	Suspension from co-curricular participation for the duration of the school year. The student will be placed on probation for the following year and a subsequent violation while on probation will result in the student being denied further co-curricular participation for the remainder of the school year.

Students that provide a place or location for committing an illegal act will automatically move to Second Step above.

CRIMINAL VIOLATIONS:

Commission of a crime, including any juvenile offense, shall result in the following minimum discipline. This section is also applicable 24 hours per day, seven days a week. The following are the minimum penalties for criminal convictions. The school or the coach may choose more severe penalties, including removal from the team. These penalties are in addition to any action taken by the District pursuant to Education Code sections 48900 et seq.

First Step: Suspension from co-curricular participation for no less than 40 days of school from the first

date of disciplinary action.

Second Step: Suspension from co-curricular participation for the duration of the school year. The student will be placed on probation for the following year, and a subsequent violation while on probation will cause the student to be denied further co-curricular participation for the remainder of the school year.

COMPLETE DRUG AND ALCOHOL BAN:

Student athletes are expected to never use, possess, sell or be in the proximity and location of alcohol or illegal drugs as defined in Education Code 48900 and in California Health and Safety Code section 11007 at any time (24 hours a day, seven days a week). Illegal drugs include androgenic/anabolic steroids. This expectation is in effect at school or away from school. Additionally, co-curricular participants may not host or remain present at events, activities, or location where alcohol, drugs, or other controlled substances are present and/or being used. Violations verified by a school or district employee and/or a law enforcement officer will require the disciplinary consequences described below. The following are the minimum penalties for violating the complete drug and alcohol ban. The school or the coach may choose more severe penalties, including removal from the team. These penalties are in addition to any action taken by the District pursuant to Education Code sections 48900 et seq.

First Offense	Suspension from co-curricular participation for no less than 10 days of school from the first date of disciplinary action.
Second Offense	Suspension from co-curricular participation for no less than 20 days of school from the first date of disciplinary action.
Third Offense	Suspension from co-curricular participation for the duration of the school year. The student will be placed on probation for the following year and a subsequent violation while on probation will result in the student being denied further co-curricular participation for the remainder of the school year.

BAN ON USE OF ANDROGENIC/ANABOLIC STEROIDS:

Student athletes and their parents, legal guardians/caregivers agree that the student shall not use androgenic/anabolic steroids without the written prescription of a fully licensed physician (as recognized by the AMA) to treat a medical condition. Student athletes and their parents, legal guardians/caregivers also recognize that under CIF bylaw 200.D, there could be penalties for false or fraudulent information. Student athletes and their parents, legal guardians/caregivers also understand that District policy regarding the use of illegal drugs will be enforced for any violations of these rules.

LOGISTICS:

- Every participant and his/her parent/guardian will be apprised of this co-curricular Code of Conduct in the required Athlete Committed presentations conducted at the beginning of each sports season.
- Any student failing to return or pay for lost or damaged co-curricular equipment (uniforms, etc.) will be suspended from future participation until restitution is made.
- School principals will direct the development and implementation of any needed school regulations and/or forms to implement this procedure.

DUE PROCESS REVIEW:

- Students suspended from co-curricular activities will be notified in writing by the principal or his/her designee of the suspension and the basis thereof, as soon as practical after the school becomes aware of the basis for the suspension.
- Students shall be entitled to a conference with the principal/designee within two days of the notice referred to above. Unless otherwise directed by the principal/designee, the actual suspension shall not take place until said conference is held.
- If the student or his or her parent is not satisfied with the results of the conference referred to in paragraph B above, they may have the decision reviewed by the superintendent or his or her designee by making a request within five (5) school days of receiving the notification of the decision referred to in paragraph B above.

- If the student or his or her parent is not satisfied with the decision of the superintendent/designee, they may appear before the school board at a regular meeting (closed or open as requested by the parent).
- During the appeal process as noted above, the suspension from co-curricular activities remains in effect pending the outcome of the appeal.
- The process provided for herein is intended to be informal in nature and shall in no way be intended to confer a right to appeal or hearing, other than as specifically provided for herein.

ACKNOWLEDGMENT AND ASSUMPTION OF POTENTIAL RISK:

By my signature below, I (parent and student) understand and acknowledge all of the following:

- I understand and acknowledge that the activities of athletic teams, by their very nature, pose the potential risk of serious injury/illness to individuals who participate in such activities.
- I understand and acknowledge that some of the injuries/illnesses which may result from participating in activities include, but are not limited to, the following: Sprains/strains; fractured bones; unconsciousness; head and/or neck injuries; paralysis; loss of eyesight; communicable diseases; death.
- I understand and acknowledge that participation in these activities is completely voluntary and as such is not required by the district for course credit or for completion of graduation requirements.
- I understand and acknowledge that in order to participate in these activities, I and my son/daughter agree to assume liability and responsibility for any and all potential risks which may be associated with participation in these activities.
- I understand, acknowledge, and agree that the District, its employees, officers, agents, or volunteers, shall not be liable for any injury/illness suffered by my son/daughter which is incident to and / or associated with preparing for and/or participating in this activity.
- I acknowledge that I have carefully read this PARTICIPATION AGREEMENT FOR CIF VOLUNTARY ACTIVITIES and that I understand and agree to its terms.

INSURANCE COVERAGE:

California law (Education Code Sections 32220-21) requires every member of any interscholastic athletic team, as well as those associated directly with any interscholastic athletic event, including cheerleaders, team mascots, band member, team managers, etc., to possess accidental bodily injury insurance providing at least \$1500 of scheduled medical and hospital benefits. Students are not to engage in interscholastic athletic practice, games or associated activities until the pertinent parts of this certificate have been completed and filed with the assistant principal of their school. Please specify below the required insurance coverage that you have provided for your son/daughter/ward.

Student Name: _____

Parent Name: _____

Insurance Company: _____

Policy Number: _____

**Please check with your insurance agent to be sure your plan includes tackle football if your child intends to participate in that sport.*

In the event of an injury or illness to _____ while participating in a co-curricular activity, I do hereby authorize CUSD or designee, as agent for the undersigned, to consent to any x-ray examination, anesthetic, medical or surgical diagnosis or treatment and hospital care which is deemed advisable by, and is to be rendered under, the general or special supervision of any physician and/or surgeon, whether such diagnosis or treatment is rendered at the office or said physician or at any medical facility.

It is understood that this authorization is given in advance of any specific diagnosis, treatment or hospital care being required but is given to provide authority and power on the part of the aforesaid agent to give specific consent to any and all such diagnosis, treatment or hospital care which the aforementioned physician in the exercise of his/her best judgment may deem advisable.

This authorization shall remain effective through the conclusion of the sport season, including any playoff or championship competition, unless revoked in writing and delivered to said agent.

I have read and understand the CUSD Student Code of Conduct for co-curricular activities and recognize that a violation of Chico Unified School District Administrative Procedure 5005.1 will result in the consequences as stated.

PARENT AND STUDENT MUST SIGN AND RETURN TO SCHOOL prior to co-curricular participation.

Signature of Parent or Guardian

Date

Signature of Student

Date

Pre-participation Physical Evaluation

Date of Exam _____

9.1.2.
Page 7 of 8

Name _____ Sex _____ Age _____ Date of birth _____
 Grade _____ School _____ Sport(s) _____
 Address _____ Phone _____
 Personal Physician _____
 Insurance Company: _____ Policy Number: _____
 *Please check with your insurance agent to be sure your plan includes tackle football if your child intends to participate in that sport.
 In case of emergency, contact: Name _____ Relationship _____
 Phone (cell) _____ Phone (h) _____ Phone (w) _____

Explain "Yes" answers below.

Circle questions you do not know the answers to.

	Yes	No		Yes	No
1. Has a doctor ever denied or restricted your participation in sports for any reason?	<input type="checkbox"/>	<input type="checkbox"/>	24. Do you cough, wheeze, or have difficulty breathing during or after exercise?	<input type="checkbox"/>	<input type="checkbox"/>
2. Do you have an ongoing medical condition (like diabetes or asthma)?	<input type="checkbox"/>	<input type="checkbox"/>	25. Is there anyone in your family who has asthma?	<input type="checkbox"/>	<input type="checkbox"/>
3. Are you currently taking any prescription or non-prescription (over-the-counter) medicines or pills?	<input type="checkbox"/>	<input type="checkbox"/>	26. Have you ever used an inhaler or taken asthma medicine?	<input type="checkbox"/>	<input type="checkbox"/>
4. Do you have allergies to medicines, pollens, foods, or stinging insects?	<input type="checkbox"/>	<input type="checkbox"/>	27. Were you born without or are you missing a kidney, an eye, a testicle, or any other organ?	<input type="checkbox"/>	<input type="checkbox"/>
5. Have you ever passed out or nearly passed out DURING exercise?	<input type="checkbox"/>	<input type="checkbox"/>	28. Have you had infectious mononucleosis (mono) within the last month?	<input type="checkbox"/>	<input type="checkbox"/>
6. Have you ever passed out or nearly passed out AFTER exercise?	<input type="checkbox"/>	<input type="checkbox"/>	29. Do you have any rashes, pressure sores, or other skin problems?	<input type="checkbox"/>	<input type="checkbox"/>
7. Have you ever had discomfort, pain, or pressure in your chest during exercise?	<input type="checkbox"/>	<input type="checkbox"/>	30. Have you had a herpes skin infection?	<input type="checkbox"/>	<input type="checkbox"/>
8. Does your heart race or skip beats during exercise?	<input type="checkbox"/>	<input type="checkbox"/>	31. Have you ever had a head injury or concussion?	<input type="checkbox"/>	<input type="checkbox"/>
9. Has a doctor ever told you that you have (check all that apply):			32. Have you been hit in the head and been confused or lost your memory?	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> High blood pressure <input type="checkbox"/> A heart murmur			33. Have you ever had a seizure?	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> High cholesterol <input type="checkbox"/> A heart infection			34. Do you have headaches with exercise?	<input type="checkbox"/>	<input type="checkbox"/>
10. Has a doctor ever ordered a test for your heart? (for example: ECG, echocardiogram)	<input type="checkbox"/>	<input type="checkbox"/>	35. Have you ever had numbness, tingling, or weakness in your arms or legs after being hit or falling?	<input type="checkbox"/>	<input type="checkbox"/>
11. Has anyone in your family died for no apparent reason?	<input type="checkbox"/>	<input type="checkbox"/>	36. Have you ever been unable to move your arms or legs after being hit or falling?	<input type="checkbox"/>	<input type="checkbox"/>
12. Does anyone in your family have a heart problem?	<input type="checkbox"/>	<input type="checkbox"/>	37. When exercising in the heat, do you have severe muscle cramps or become ill?	<input type="checkbox"/>	<input type="checkbox"/>
13. Has any family member or relative died of heart problems or of sudden death before age 50?	<input type="checkbox"/>	<input type="checkbox"/>	38. Has a doctor told you that you or someone in your family has sickle cell trait or sickle cell disease?	<input type="checkbox"/>	<input type="checkbox"/>
14. Does anyone in your family have Marfan syndrome?	<input type="checkbox"/>	<input type="checkbox"/>	39. Have you had any problems with your eyes or vision?	<input type="checkbox"/>	<input type="checkbox"/>
15. Have you ever spent the night in a hospital?	<input type="checkbox"/>	<input type="checkbox"/>	40. Do you wear glasses or contact lenses?	<input type="checkbox"/>	<input type="checkbox"/>
16. Have you ever had surgery?	<input type="checkbox"/>	<input type="checkbox"/>	41. Do you wear protective eyewear, such as goggles or a face shield?	<input type="checkbox"/>	<input type="checkbox"/>
17. Have you ever had an injury, like a sprain, muscle or ligament tear, or tendonitis, that caused you to miss a practice or game? If yes, circle affected area below:	<input type="checkbox"/>	<input type="checkbox"/>	42. Are you happy with your weight?	<input type="checkbox"/>	<input type="checkbox"/>
18. Have you had any broken or fractured bones or dislocated joints? If yes, circle below:	<input type="checkbox"/>	<input type="checkbox"/>	43. Are you trying to gain or lose weight?	<input type="checkbox"/>	<input type="checkbox"/>
19. Have you had a bone or joint injury that required x-rays, MRI, CT, surgery, injections, rehabilitation, physical therapy, a brace, a cast, or crutches? If yes, circle below:	<input type="checkbox"/>	<input type="checkbox"/>	44. Has anyone recommended you change your weight or eating habits?	<input type="checkbox"/>	<input type="checkbox"/>
			45. Do you limit or carefully control what you eat?	<input type="checkbox"/>	<input type="checkbox"/>
			46. Do you have any concerns that you would like to discuss with a doctor?	<input type="checkbox"/>	<input type="checkbox"/>
			FEMALES ONLY		
			47. Have you ever had a menstrual period?	<input type="checkbox"/>	<input type="checkbox"/>
			48. How old were you when you had your first menstrual period? _____		
			49. How many periods have you had in the last 12 months? _____		
			Explain "Yes" answers here: _____		

I hereby state that, to the best of my knowledge, my answers to the above questions are complete and correct.

Signature of Athlete _____ Signature of Parent/Guardian _____ Date _____

PHYSICAL EXAMINATION FORM**Pre-participation Physical Evaluation**

Name _____ Date of Birth _____

Height _____ Weight _____ %Body Fat (optional) _____ Pulse _____ BP ____/____ (____/____, ____/____)

Vision R 20/____ L20/____ Corrected: Y N Pupils: Equal _____ Unequal _____

	NORMAL	ABNORMAL FINDINGS	INITIALS*
MEDICAL			
Appearance			
Eyes/ears/nose/throat			
Hearing			
Lymph nodes			
Heart			
Murmurs			
Pulses			
Lungs			
Abdomen			
Genitourinary (males only)+			
Skin			
MUSCULOSKELETAL			
Neck			
Back			
Shoulder/arm			
Elbow/forearm			
Wrist/hand/fingers			
Hip/thigh			
Knee			
Leg/ankle			
Foot/toes			

*Multiple-examiner set-up only.

+Having a third party present is recommended for the genitourinary examination.

Notes: _____

Name of physician (print/type) _____ Date _____

Address _____ Phone _____

Signature of physician _____, MD or DO

STUDENT NAME

ID#

DATE

GR

ITEM: **An Update on the Work of the Committee Dealing with the Status of Funding for Athletic Programs at Chico High and Pleasant Valley High Schools**

Prepared by: Bob Feaster, Assistant Superintendent, Human Resources

☐ Consent
☒ Information Only
☐ Discussion/Action

Board Date: April 20, 2011

Background Information:

On March 2, 2011, a report was presented to the Board dealing with funding for high school athletics. Information was provided regarding the income, expenses, support, and costs incurred at the District level by the Associated Student Body at each school and the support offered by the sports booster clubs at each high school.

The presentation pointed out the financial crisis facing high school athletics in the District. The committee that presented the report has continued to meet, with a Board liaison, to further explore possible solutions and options. Without increases in income and/or reductions in expenses there will not be enough funding to sustain high school athletics in CUSD for the 2011/12 school year. The committee has been working on procedures to reduce costs, analyzing the costs of each sport and exploring ways to increase revenue. There are no identified solutions at this point that will resolve the fiscal crisis in this area.

The team will provide the Board with a brief update on its work since the March 2 presentation.

PROPOSED AGENDA ITEM: Resolution 1145-11 – Eligibility Renewal Application for State & Federal Surplus Property Program and Authorized Signatories

Prepared by: Maureen Fitzgerald, Assistant Superintendent, Business Services

_____ Consent
_____ Information Only
XXX Discussion/Action

Board Date: April 20, 2011

Background

State and Federal free or reduced property is offered to qualified agencies that have an application on file with the Department of General Services – Office of Fleet and Asset Management.

Financial Implications

Another area where the District and Computers for Classrooms can save by receiving office furniture and computer equipment at a free or reduced cost.

Educational Implication

These items can supplement the classrooms and homes of students who might not otherwise be able to afford them.



Governor Edmund G. Brown Jr.

ELIGIBILITY RENEWAL APPLICATION STATE & FEDERAL SURPLUS PROPERTY PROGRAM

A. Name of the Organization Chico Unified School District Telephone 530/891-3000
Address 1163 E. 7th Street City Chico Zip 95928
Fax Number 530/891-3220 E-mail Address mfitzgerald@chicousd.org

Organization is a: PUBLIC GOVERNMENTAL AGENCY

- XX A. Conservation
B. Economic Development
C. Education - ADA 11,366
D. Parks & Recreation
E. Public Health
F. Public Safety
G. Other, Explain _____

PRIVATE AGENCY/ORGANIZATION

- A. Homeless Program
B. Private Education - ADA
C. Private Health
D. Older Americans Act for Sr. Citizens
E. Other, Explain _____

Number of Service Sites 22
Total Number of Clients Served Each Day 13,000

RESOLUTION #1145-11

B. "BE IT RESOLVED by the Governing Board, and hereby ordered that the official(s) and/or employee(s) whose name(s), title(s), and signature(s) are listed below shall be and is (are) hereby authorized as our representative(s) to acquire surplus property through the auspices of the California State Agency for Surplus Property and accept responsibility for payment of incidental fees by the surplus property agency under the Terms and Conditions accompanying this form or listed on the reverse side of this form."

NAME (Print or type)	TITLE	SIGNATURE*	E-MAIL ADDRESS
<u>Maureen Fitzgerald</u>	<u>Asst Supt-Business</u>	<u></u>	<u>mfitzgerald@chicousd.org</u>
<u>Scott Jones</u>	<u>Fiscal Svc-Mgr</u>	<u></u>	<u>sjones@chicousd.org</u>
<u>Pat Furr</u>	<u>Director-C4C</u>	<u></u>	<u>pfurr@chicousd.org</u>
<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>

*Note: All signatures must be in original form. No copied or stamped signatures.

The above resolution was PASSED AND ADOPTED this 20th day of April 20 11 by the Governing Board of the:

Chico Unified School Dist by the following vote: AYES: _____ NOES: _____ ABSENT: _____

I, Eileen Robinson Clerk of the Governing Board known as Chico Unified Board of Trustees

Do hereby certify that the foregoing is a full, true, and correct resolution adopted by the governing board of the above named organization at the meeting thereof held at its regular place of meeting on the date and by the vote above stated, a copy of said resolution is on file in the principal office of the Governing Board.

Signed by: _____

NOTE: ALL LOCAL GOVERNMENT & NON-PROFIT INCORPORATED ORGANIZATIONS HAVE A GOVERNING BOARD, THEREFORE COMPLETE ONLY SECTIONS "A" & "B". THE FOLLOWING SECTION "C" IS FOR STATE AGENCIES ONLY.

C. AUTHORIZED BY: _____
Printed Name and Title of Chief Administrative Officer

Signature of Chief Administrative Officer _____ Date _____

STATE OF CALIFORNIA AGENCIES ARE REQUIRED TO PROVIDE THEIR STATE BILLING CODE# _____

FOR STATE SURPLUS AGENCY USE ONLY

Renewal Application Approved _____ Renewal Application Disapproved _____

Date: _____ Signed: _____

A) The Donee Certifies That:

- 1) It is a public agency; or an approved non-profit institution or organization, exempt from taxation under Section 501 of the Internal Revenue Code of 1986; within the meaning of Section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and the regulations of the General Services Administration (GSA).
- 2) The property is needed and will be used by the recipient for carrying out for the residents of a given political area one or more public purposes, or, if a nonprofit tax-exempt institution or organization or 8(a) business, the property is needed for and will be used by the recipient for educational or public health purposes, or for programs for older individuals, or for business purposes. The property is not acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the State, except with prior approval of the CSASP.
- 3) Funds are available to pay any and all costs and charges incidental to the receipt of surplus property, and that property is not being acquired for any other use(s) or purpose(s), is not for sale. The fee schedule is available upon request from the CSASP.
- 4) Any transaction shall be subject to the nondiscrimination regulations governing the donation of federal surplus personal property issued under Title VI of the Civil Rights Act of 1964 (41 USC 2000d-2000d-4a), as amended, section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, section 303 of the Age Discrimination Act of 1975, and the Civil Rights Restoration Act of 1987.
- 5) If the Donee is designated by the Federal Small Business Administration 8(a) Program as a socially and economically disadvantaged small business and the SBA and CSASP have both determined the Donee is eligible to receive federal surplus property as a donation, the Donee certifies that the property acquired is needed and will be used solely for the conduct of the Donee's business enterprise: and the Donee certifies to A. (3), (4) and (5),

3) The Donee Agrees to the Following Federal Conditions:

- 1) All items of property, other than items with a unit acquisition cost of \$5000 or more and passenger motor vehicles, regardless of acquisition cost, shall be placed in use for the purpose(s) for which it was acquired within one year or receipt, and shall be placed in continuous use for one year from the date the property was placed in use. In the event the Donee does not place the property in use, or continuous use, the Donee shall immediately notify the CSASP, and, at the Donee's expense, make the property available for transfer or other disposal as directed by the CSASP.
- 2) Special handling or use limitations as are imposed by Federal GSA on any item(s) under which the item(s) are being allocated to the Donee.
- 3) In the event the Donee does not use the property as required by Sections C (1) and (2) below, at the option of the GSA, title and right to the possession of such property shall revert to the United States of America and, upon demand, the Donee shall release such property to such person as GSA or its designee shall direct.

2) The Donee Agrees to the Following Conditions Applicable to Items with a Unit Acquisition Cost of \$5,000 or More and Passenger Motor Vehicles, Regardless of Cost. Except Vessels 50 Feet or More in Length and Aircraft Regardless of Acquisition Cost:

- 1) The property shall be placed in use within one year of receipt, and shall be used only for the purpose(s) for which it was acquired and for no other purpose(s).
- 2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which it is acquired for a period of 18 months from the date the property is placed in use, except for such item(s) of major equipment for which the CSASP designates a further period of restriction.
- 3) In the event the property is not so used as required by Sections C (1) and (2), at the option of the CSASP, title and right to the possession of such property shall, at the option of the CSASP, revert to the State of California, and the Donee shall release such property to such person as the CSASP shall direct.

1) The Donee Agrees to the Following Terms, Reservations and Restrictions:

- 1) From the date it receives the property and throughout the time period(s) imposed by Sections B and C (as applicable) remain in effect, the Donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State of California, without the prior approval of GSA or the CSASP. The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when the GSA or the CSASP authorizes such action, shall be remitted promptly by the Donee to GSA or the CSASP, as applicable. If the Donee takes action in ignoring or disregarding the foregoing restrictions after the date the Donee received the property and before expiration of the time periods imposed by Sections C or D as applicable, at the option of the GSA or the CSASP, the Donee shall pay to the GSA or the CSASP any proceeds derived from the disposal, and/or the fair market or rental value of the property at the time of such unauthorized disposal as determined by the GSA or the CSASP as applicable.
- 2) If at any time, from the date the Donee receives the property throughout the time periods by Sections B and C as applicable, the Donee determines that some or all of the property is no longer suitable, usable, or further needed for the purpose(s) for which it was acquired, the Donee shall promptly notify the CSASP and shall, as directed by the CSASP, return the property to the CSASP, or release the property to another Donee or another state agency, or a department or agency of the United States, or sell or otherwise dispose of the property. The Donee shall remit the proceeds from the sale promptly to the CSASP.
- 3) The Donee shall make reports to the CSASP which shall state the use, condition, and location of the property, and shall report on other pertinent matters as may be required from time to time by the CSASP.
- 4) At the option of the CSASP, the Donee may abrogate the conditions set forth in Section B and the terms, reservations and restrictions pertaining in Section D by payment of an amount as determined by the CSASP.

2) The donee Agrees to the Following Conditions, Applicable to all Items of Property:

- 1) The property acquired by the Donee is on an "As is," "where is" basis, without warranty of any kind.
- 2) If the Donee carries insurance against damages to or loss of property due because of fire or other hazards, and the damage to, loss or destruction to donated property with unexpired terms, conditions, reservations or restrictions, occurs, the CSASP will be entitled to reimbursement from the Donee out of the insurance proceeds, in an amount equal to the unamortized portion of the fair value of the damaged or destroyed donated property.

1) Terms, conditions, reservations and restrictions set forth in the Conditional Transfer Document executed by the authorized Donee representative are applicable to the donation of Aircraft and Vessels of 50 Feet or more in length having an acquisition cost of \$5,000 or more in length or more, regardless of the purpose for which acquired.



Governor Edmund G. Brown Jr.

**STATE OF CALIFORNIA
NEW APPLICATION FOR ELIGIBILITY
STATE & FEDERAL SURPLUS PROPERTY PROGRAM**

Pursuant to Federal Regulation 28 C.F.R. §§ 42.401 - 42.415, a recipient is mandated to report to the Federal Government the racial and national origins of all persons within your service area. You are therefore asked to supply the Office of Fleet and Asset Management with the race and national origins of individuals you serve in your service area (It may be helpful to refer to the US Census to determine the racial makeup of your service area at www.factfinder.census.gov/). This form must be completed and returned with the rest of the eligibility packet in order to qualify for the Federal Surplus Property Program. Your answers on this form in no way affect your eligibility; however, not returning the form will delay the processing of your application.

American Indian or Alaskan Native % <u>2.2</u>	Persons having origins in any of the tribal people of North America, and who maintain cultural identification through tribal affiliation or community recognition.
Asian / Pacific Islander % <u>4.6</u>	Persons having origins in any of the original peoples of the far east, Southeast Asia, Pacific Islands, or the Indian Subcontinent. This includes China, Japan, Korea, The Philippines, and Samoa.
Black % <u>1.8</u>	Persons having origins in any of the black racial groups of Africa.
Hispanic % <u>13.3</u>	Persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.
White % <u>76.1</u>	Person having origins in any of the original people of Europe, North Africa, or the Middle East.
Other % <u>NL*</u>	(Specify) _____

*Other not listed in the 2009 Census.

Print Name Maureen Fitzgerald

Title Assistant Superintendent
Business Services

Signature _____

Date _____

White persons, percent, 2009 (a)	88.3%	76.4%
❶ Black persons, percent, 2009 (a)	1.8%	6.6%
❶ American Indian and Alaska Native persons, percent, 2009 (a)	2.2%	1.2%
❶ Asian persons, percent, 2009 (a)	4.4%	12.7%
❶ Native Hawaiian and Other Pacific Islander, percent, 2009 (a)	0.2%	0.4%
❶ Persons reporting two or more races, percent, 2009	2.2%	2.6%
❶ Persons of Hispanic or Latino origin, percent, 2009 (b)	13.3%	37.0%
❶ White persons not Hispanic, percent, 2009	76.1%	41.7%

Office of Surplus Property
OSP Form No. 203
(3-82)

**ASSURANCE OF COMPLIANCE WITH GSA REGULATIONS UNDER TITLE VI OF
THE CIVIL RIGHTS ACT OF 1964, SECTION 606 OF TITLE VI OF THE FEDERAL
PROPERTY AND ADMINISTRATIVE SERVICES ACT OF 1949, AS AMENDED,
SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED,
TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AS AMENDED
AND SECTION 303 OF THE AGE DISCRIMINATION ACT OF 1975**

Chico Unified School District, (hereinafter called the "donee"),
(Name of donee organization)

HEREBY AGREES THAT the program for or in connection with which any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with, all requirements imposed by or pursuant to the regulations of the General Services Administration (41 CFR 101-6.2) issued under the provisions of Title VI of the Civil Rights Act of 1964, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975, to the end that no person in the United States shall on the ground of race, color, national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal assistance from the General Services Administration; and **HEREBY GIVES ASSURANCE THAT** it will immediately take any measures necessary to effectuate this agreement.

The donee further agrees that this agreement shall be subject in all respects to the provisions of said regulations; that this agreement shall obligate the donee for the period during which it retains ownership or possession of any such property; that the United States shall have the right to seek judicial enforcement of this agreement; and, this agreement shall be binding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

Date _____ Chico Unified School District
Donee Organization

BY _____
(President/Chairman of the Board
or comparable authorized official)
(Maureen Fitzgerald)

1163 E. 7th Street
Chico, CA 95928

Donee Mailing Address

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

This certification is required by the General Services Administration regulations implementing Executive Order 12549-41 CFR 105-68 – for all lower tier transactions meeting the requirements stated at 41 CFR 105-68.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section of rule implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under CFR part 9, subpart 9.4, debarred, suspended, in eligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF DONEE APPLICANT

Chico Unified School District

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Maureen Fitzgerald, Assistant Superintendent, Business Services

SIGNATURE

DATE

**TITLE: Architectural Agreement – Pleasant Valley High School New Classroom Building –
Nichols, Melburg and Rosetto Architects and Engineers**

Action _____ X _____
Consent _____
Information _____

April 20, 2011

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

Background information

Following the Board of Education's commitment to provide added facilities on the High School campuses, District Staff organized a series of community workshops and worked closely with the individual sites to identify their highest needs. The Staff, Students and Community of Pleasant Valley High School identified the first priority as the addition of a new classroom building to replace the relocatable buildings currently on the campus and the second priority as the modernization of units B, C, D and Valhalla.

The District has traditionally contracted for architectural services in a single scope progressing from conceptual planning, through design development, construction documentation, review and approval, bidding process and construction administration. On the current round of projects we have broken that process into two steps with the first step being conceptual planning.

On September 15, 2010, the Board directed to Staff to contract with Nichols, Melburg and Rosetto Architects to proceed with conceptual design regarding a new classroom building at Pleasant Valley High School. The conceptual design phase included gathering information from the Stakeholder Group on the programming, space requirements and constraints of the site.

Nichols, Melburg & Rosetto Architects will present the potential design solution that was developed following a series of programming meetings with the participation of District Staff, Maintenance & Operations, Campus Site Council, Students, and PTA. This recommended design solution involves the design of a two-story classroom building with twenty-four standard classrooms that will be located on the south-east portion of the campus along Marigold Ave.

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 Architectural services is Measure A bond funds.

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 Nichols, Melburg & Rosetto Architects to complete the design phase for the two-story classroom building as recommended by Staff.

**AGREEMENT
FOR
ARCHITECTURAL SERVICES
FOR A NEW
CLASSROOM BUILDING PROJECT
AT
PLEASANT VALLEY HIGH SCHOOL**

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

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AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services for the Pleasant Valley High School New Classroom Building ("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 a new classroom building at Pleasant Valley High School 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 Nichols, Melburg & Rossetto Architects + Engineers.
- 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 LLB 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. DSA. "DSA" shall mean Division of the State Architect.
- 1.8. District. "District" shall mean Chico Unified School District.
- 1.9. LLB Contractor. "LLB Contractor" shall mean the General Contractor ultimately selected to perform work on the Project using the lease, lease-back construction delivery method.
- 1.10. Notice to Proceed. "Notice to Proceed" shall mean official notification to LLB Contractor by Architect identifying the date of commencement of the project, to be sent to the LLB Contractor once the Agreement between the District and LLB 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:

Architectural design services for construction of a new two-story classroom building at Pleasant Valley High School located at 1475 East Avenue, Chico, CA 95926

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	Completed Under Separate Agreement
Design Development Phase	15% of Total Basic Compensation
Construction Documents Phase	50% of Total Basic Compensation
DSA Plan Check	5% of Total Basic Compensation
Bidding Phase	5% of Total Basic Compensation
<u>Construction Phase</u>	<u>25% of Total Basic Compensation</u>
	100% of 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 transportation in connection with the Project; living expenses in connection with out-of-town travel; and long distance communications.
- 4.3.1.2. 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."
- 4.3.1.3. 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.
- 4.3.2.1 Expense of renderings, models 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 LLB 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, civil, mechanical, structural, electrical, low voltage and other miscellaneous design services required to complete the Project.
- 5.1.2. The Architect shall review construction budgets prepared by LLB Contractor described more fully hereinafter at each phase of his services, also as defined hereinafter. If such budgets 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 and LLB Contractor. Notwithstanding any other language in this Agreement, opinions rendered from Architect's review of any construction budgets 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 LLB Contractor's statements of probable construction costs.
- 5.1.3. Whenever the Architect's services include the presentation to the District of an evaluation of a construction budget, 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. If the circumstances dictate, the preliminary and final working drawings and specifications shall be prepared so that portions of the work of the Project may be performed under separate construction contracts, or so that the construction of certain buildings, facilities, or other portions of the project may be deferred.

- 5.1.8. The Architect will review the budgeted amount of the project with the District and establish a tentative project construction cost subject to later revision.
- 5.1.9. 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 (Completed Under Separate Agreement).
- 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 review construction budgets prepared by LLB Contractor.
- 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. The architect shall provide the District progress sets at 50% and 90% completion for the District's review and comment.
 - 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 and LLB Contractor shall review and comment upon the draft copies of the Construction Documents and review all value engineering proposals required to bring the Project into conformity with District's available funding with Architect in a timely fashion. Architect shall incorporate all mutually acceptable value engineering items into the construction documents prior to submittal to DSA.
- 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 submittal to DSA for plan review, the 100% construction documents. The District upon establishing a final construction budget with a LLB Contractor based upon the construction documents submitted to DSA, shall provide a final statement of probable costs based on the then current OPSC approved or OPSC recognized building cost index.

5.6. Bidding and Negotiations Phase.

- 5.6.1. Following State and District's approval of Construction Documents and District's acceptance of the LLB Contractor's final construction budget, Architect shall reproduce the Construction Documents in the number requested by the District and distribute the Construction Documents to the LLB Contractor. Architect will assist LLB Contractor in obtaining bids from qualified subcontractors for portions of the Work by issuing addenda, responding to requests for information (RFI's) and evaluating substitution requests.
- 5.6.2. The LLB Contractor's final construction budget at the time of DSA approval of the construction documents shall be current as of that date. Should subcontractor bids be received more than ninety (90) days after the date the LLB Contractor's final construction budget is established, the LLB Contractor's construction budget 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 LLB Contractor's GMP exceed the LLB Contractor's final construction budget (or amount adjusted according to the then current OPSC approved or OPSC recognized building cost index), as accepted by District Architect shall, on request by District and as additional service, make such changes in the plans and specifications as shall be necessary to establish a revised GMP. 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 acceptable to District. The Architect may include in the construction documents one or more additive or deductive alternatives so that Architect, District and LLB Contractor may evaluate different means to achieve a satisfactory project.
- 5.6.4. The Architect shall review the qualifications of all subcontractor bidders for the construction of the Project, and shall make recommendations to the District and LLB Contractor as to whether, in the Architect's professional opinion, a bidder meets the minimum professional requirements to allow the subcontractor 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 LLB 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 employed 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 LLB Contractor.
- 5.7.7. The Architect shall provide direction to District's Project Inspector as to the interpretation of Contract and Construction Documents.
- 5.7.9. The Architect shall require the LLB 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.
- 5.7.10. The Architect shall require the LLB 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.
- 5.7.11. The Architect shall, at all times, have access to the Project wherever it is in preparation and progress. The LLB Contractor shall provide facilities for such access so that the Architect may perform its functions under the Contract Documents.
- 5.7.12. In the discharge of its duties of observation and interpretation, the Architect shall advise the LLB 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 LLB Contractor. The Architect shall advise and consult with the District concerning the LLB Contractor's compliance with the Construction Documents and shall assist the District in securing the LLB 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 LLB 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.

- 5.7.13. The Architect shall notify the District promptly of any discovered significant defects in materials, equipment or workmanship, and of any discovered default by any LLB Contractor in the orderly and timely prosecution of the Project of which it becomes aware during the Construction Phase.
- 5.7.14. The Architect shall review and take other appropriate action upon all schedules, shop drawings, samples and other submissions of the LLB 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.
- 5.7.15. The Architect shall require any LLB 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.
- 5.7.16. 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 LLB Contractor, subcontractors, or their agents or employees or of any other persons performing portions of the Project not employed or hired by the Architect.
- 5.7.17. 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.

- 5.7.18. 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.
- 5.7.19. 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.
- 5.7.20. Based on the Architect's observations and an evaluation of each Project Application for Payment, the Architect will determine the amount owing to the LLB 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 LLB Contractor is entitled to payment in the amount certified.
- 5.7.21. 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 LLB 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.
- 5.7.22. The Architect will provide construction advice to the District on apparent deficiencies in construction, both during construction and after acceptance of the Project.

- 5.7.23. 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.
- 5.7.24.1. 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 LLB 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.
- 5.7.24.2. 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.
- 5.7.24.3. 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.
- 5.7.25. 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.
- 5.7.26. 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.
- 5.7.27. 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 LLB Contractor.
- 5.7.28. The Architect shall issue the certificate of substantial completion and final certificate for payment to the LLB 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.

- 5.7.29. The Architect shall assemble and deliver to District all written guarantees, instruction books, computer software programs, diagrams and charts required of LLB 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.
- 5.7.30. 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 LLB 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.
- 5.7.31. 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.
- 5.7.32. 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.
- 5.7.33. 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.

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, 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 LLB Contractor, by major defects or deficiencies in the work of the LLB Contractor, or by failure of performance of either the District or LLB 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 geotechnical engineers, fire protection engineers, traffic engineers, acoustical engineers, and audio-visual system designers for 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.

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 LLB 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. Nothing contained in this Agreement shall be construed as limiting, in any way, the extent to which the Architect may be held responsible for the payment of damages resulting from the Architect's operations.
- 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 the schedule attached as Exhibit "B" to this Agreement.
- 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: Nichols, Melburg & Rossetto Architects + Engineers
555 Main Street, Suite 300
Chico, CA 95928

- 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 April, 2011.

ARCHITECT:

DISTRICT:

NICHOLS, MELBURG & ROSSETTO

CHICO UNIFIED SCHOOL DISTRICT

By: _____
David A. Rogers
Principal Architect - Lic. No. C 26604

By: _____
Maureen Fitzgerald
Assistant Superintendent - Business Services

EXHIBIT "A-1"

ARCHITECT'S FEE SCHEDULE

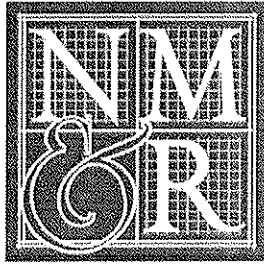
The Architect's fee is preliminarily determined as follows based on a preliminary opinion of construction cost of \$285.00 per square foot and a preliminary enclosed floor area of 41,693 square feet for a total preliminary opinion of construction cost of \$11,882,505.00

<i>Contract Amount</i>		<i>% Rate</i>		<i>Architect's Fee</i>
first \$1,000,000	x	9%	=	\$ 90,000
next \$1,000,000	x	8.5%	=	\$ 85,000
next \$2,000,000	x	8%	=	\$ 160,000
next <u>\$7,882,505</u>	x	7%	=	<u>\$ 551,775</u>
\$11,882,505				\$ 886,775
Less Preliminary Design Fees Paid Under Separate Agreement				\$ -88,678
Architect's Calculated Preliminary Fee				\$ 798,098

Architect's actual fee will be adjusted (increased or decreased) based upon the actual cost of construction for the project as established in the Guaranteed Maximum Price for Construction contract established between District and LLB Contractor.

EXHIBIT "A-2"

HOURLY RATE SCHEDULE:
As of June 1, 2010



NICHOLS
MELBURG
ROSSETTO
ARCHITECTS/ENGINEERS

Principal Architect/Structural Engineer.....	\$170.00/hour
Associate Principal Architect/Engineer	\$140.00/hour
Senior Associate Architect	\$130.00/hour
Structural Engineer	\$130.00/hour
Associate.....	\$110.00/hour
QA/QC Representative	\$110.00/hour
Senior Project Architect/Representative	\$105.00/hour
Project Architect/Representative/Engineer	\$100.00/hour
Architect	\$95.00/hour
Architect Intern.....	\$90.00/hour
Medical Planner	\$90.00/hour
Interior Design	\$90.00/hour
CAD Operator I	\$90.00/hour
CAD Operator II	\$80.00/hour
CAD Operator III	\$75.00/hour
Project Administrator	\$75.00/hour
Administrative Analyst.....	\$65.00/hour
Technical Assistant	\$60.00/hour
Clerical	\$50.00/hour

REIMBURSABLE EXPENSE RATES:

REPROGRAPHICS

In-House Prints (24"x36")	\$2.50/each
In-House Prints (24"x36") for Qty. > 100/per order	\$2.00/each
In-House Prints (30"x42")	\$3.50/each
In-House Prints (30"x42") for Qty. > 100/per order	\$3.00/each
Prints (24"x36"/30"x42") printed by outside source (Available on Construction Sets ONLY)	Actual Expense + 10%
Copies (8-1/2x11).....	\$.10/each
Copies (8-1/2x14).....	\$.15/each
Copies (11x17)	\$.20/each
Color Copies (8-1/2x11).....	\$.50/each
Color Copies (11x17)	\$.75/each

TRAVEL EXPENSES

Mileage.....	Current IRS allowed amount
--------------	----------------------------

COMPUTER EXPENSES

Comp. Plots (24"x36" Bond- black and white).....	\$4.00 per plot
1/2 size Plots	\$2.00 per plot
(30"x42" Bond- black and white).....	\$5.00 per plot
1/2 size Plots	\$2.50 per plot
(11"x17"/8-1/2"x11" Bond- color)	\$5.00 per plot
(24"x36" Bond- color).....	\$20.00 per plot
(30"x42" Bond- color).....	\$25.00 per plot
Electronic transfer of drawing files	\$50.00 per dwg
for other than NMR and sub-consultant use	

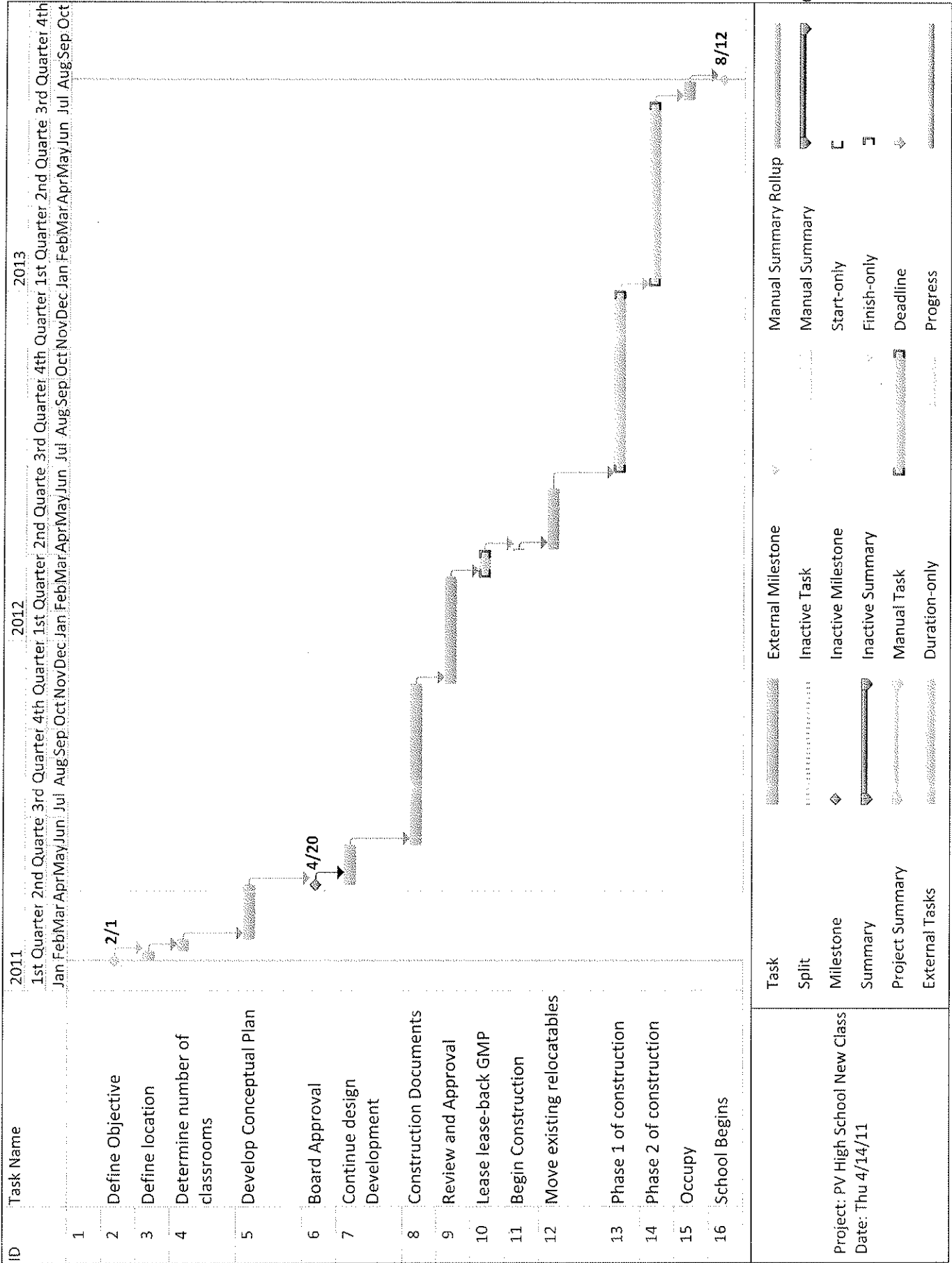
AGENCY FEES

Approval and Plan Check Fees.....	Actual Expense + 10%
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CONSULTANTS

Consultant Billings (for additional services)	Actual Expense + 10%
Consultant Reimbursable Expenses	Actual Expense + 10%

OTHER PROJECT RELATED ITEMS (including travel)	Actual Expense + 10%
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PROPOSED AGENDA ITEM: **Resolution #1146-11, Teacher Appreciation Day**

Prepared by: Bob Feaster, Assistant Superintendent, Human Resources

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

Board Date: April 20, 2011

Background Information:

Per Education Code 45460, May 11, 2011, has been designated in California as the Day of the Teacher. We in Chico Unified School District are blessed to have an excellent teaching staff that is committed to student support and achievement. This resolution designates that day as Teacher Appreciation Day in CUSD as well and reminds all of us to continue to pay tribute to public school teachers. Everyday...teachers perform miracles especially given the ongoing budget crisis, increasing academic expectations and the often challenging life experiences faced by many of our students.

RESOLUTION # 1146-11
The Chico Unified School District Board of Education
For Teacher Appreciation

WHEREAS, a strong effective system of free public school education for all children and youth is essential to our democratic system of government; and

WHEREAS, the United States has made considerable progress in the social, technological, and scientific fields due to our system of free and universal public education; and

WHEREAS, much of this progress can be attributed to the qualified and dedicated teachers entrusted with the educational development of our children to their full potential; and

WHEREAS, teachers should be accorded high public esteem, reflecting the value the community places on public education; and

WHEREAS, the Chico Unified School District is keenly aware of the importance and impact of teachers on children; and

WHEREAS, it is appropriate that teachers be recognized for this dedication and commitment to educating students;

THEREFORE, BE IT RESOLVED that May 11, 2011, be proclaimed Teacher Appreciation Day in the Chico Unified School District and urge all citizens to pay tribute to our public school teachers.

Passed and adopted by the Chico Unified School District Board of Education at a regular meeting, hereof, held on the 20th day of April, 2011.

Dr. Kathleen Kaiser, President

Jann Reed, Vice President

Eileen Robinson, Clerk

Dr. Andrea Lerner Thompson, Member

Elizabeth Griffin, Member

Kelly Staley, Secretary

AGENDA ITEM: **Resolution #1147-10 / Classified School Employee Week**

Prepared by: Bob Feaster, Assistant Superintendent, Human Resources

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

Board Date: April 20, 2010

Background Information:

May 16-22, 2010, has been designated as Classified School Employee Week throughout California. We in Chico Unified School District are very fortunate to have an excellent classified support staff who provide valuable services in support of educating the students in our community. This resolution designates May 16-22, 2010, as Classified School Employee Week in CUSD as well and reminds all of us to honor and thank the classified employees of the District for the important and significant contributions they make to the educational process.

RESOLUTION #1147-11

**The Chico Unified School District Board of Education
For Classified School Employee Week**

WHEREAS, classified school professionals provide valuable services to the schools and students of the Chico Unified School District; and

WHEREAS, classified school professionals contribute to the establishment and promotion of a positive instructional environment; and

WHEREAS, classified school professionals play a vital role in providing for the welfare and safety of Chico Unified School District's students; and

WHEREAS, classified school professionals of the Chico Unified School District strive for excellence in all areas relative to the educational community;

NOW, THEREFORE, BE IT RESOLVED that the Chico Unified School District Board of Education hereby recognizes and wishes to honor the contribution of the classified school professionals to quality education in the state of California and in the Chico Unified School District and declares the week of May 15-21, 2011, as Classified School Employee Week in the Chico Unified School District.

Passed and adopted by the Chico Unified School District Board of Education at a regular meeting, hereof, held on the 20th day of April, 2011.

Dr. Kathleen Kaiser, Board President

Jann Reed, Vice President

Eileen Robinson, Clerk

Dr. Andrea Lerner Thompson, Member

Elizabeth Griffin, Member

Kelly Staley, Secretary

AGENDA ITEM: **Resolution 1149-11, Adoption and Modification of the 2011/2012 Student Attendance Calendar**

Prepared by: Bob Feaster, Assistant Superintendent of Human Resources

☐ Consent

Board Date April 20, 2011

☐ Information

☒ Discussion/Action

Background Information:

The Board adopted the student calendar for three (3) school years (2009/10, 2010/11 and 2011/12) in February 2009. One common component of those adopted calendars was the placement of "spring break" during the week of March 17. This was done to have the CUSD "spring break" be the same as those of CSU, Chico and Butte College. At the time of the adoption the understanding was that the "spring break" would be the week in which March 17 fell. In 2012, March 17 falls on a Saturday. The CUSD student calendar was built based on the belief that CSU, Chico and Butte College would take their "spring break" the week leading up to March 17, 2012. CSU, Chico announced that their "spring break" in 2012 would be the week following March 17, 2012. Butte College subsequently adopted a student calendar that was the same. The modification proposed to the CUSD student calendar for the 2011/12 school year would move our "spring break" from the week prior to March 17, 2012, (as currently adopted) to the week following March 17, 2012.

Educational Implications:

None.

Financial Implications:

None.

Resolution No. 1149-11

**BEFORE THE BOARD OF TRUSTEES
of the
CHICO UNIFIED SCHOOL DISTRICT**

**ADOPTION AND MODIFICATION OF THE
2011/2012 STUDENT ATTENDANCE CALENDAR**

WHEREAS, the community generally, and the parents of students specifically, have an interest in the student attendance calendar for the 2011/2012 school year;

WHEREAS, the Chico Unified School District ("District") student calendar was adopted for a three (3) year period (2009/10, 2010/11 and 2011/12 school years) in 2009 with the intention of having the CUSD "spring break" match that of both CSU, Chico and Butte College and that both of those institutions have set their spring break for a week different than the break currently adopted by CUSD;

WHEREAS, the District has consulted with CUTA and CSEA, Chapter 110 in the modification of the student calendar one year in consideration;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the District that:

The student attendance calendar that is attached as "Attachment A" is established for the 2011/2012 school year.

THE FOREGOING RESOLUTION was duly passed and adopted by the Board of Trustees of the Chico Unified School District at a regular meeting held on the 20th day of April, 2011, by the following roll call vote:

AYES:
NOES:
ABSENT:

Signed and approved by me after its passage.

President of the Board of Trustees

ATTEST:

Clerk of the Board of Trustees

Chico Unified School District

2011 - 2012 Student Calendar

Kelly Staley, Superintendent



JULY						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST						
16 student days						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER						
21 student days						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER						
20 elementary/21 secondary days						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28**	29
30	31					

NOVEMBER						
16 student days						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

DECEMBER						
12 elementary/11 secondary days						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16*	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JANUARY						
21 student days						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY						
19 student days						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

MARCH						
17 student days						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

APRIL						
19 student days						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	*27*	28
29	30					

MAY						
18 student days						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JUNE						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

= No school for students

10/28 ** = Elem. Parent Conference Day
(Full day for secondary schools)

12/16 * = Secondary Pupil Free Day
(Full day for elementary schools)

8/10/11 = First Day of School
Minimum day for Bidwell, Chico Jr.,
and Marsh Jr. High Schools

4/27/12 No School for all students

5/24/12 = Last Day of School
(Minimum day for secondary;
Full day for elementary schools)

District designated holidays per Education Code 37220 and 45205

Monday	July 4	Independence Day Holiday
Monday	Sept. 5	Labor Day
Friday	Nov 11	Veterans Day
Thursday	Nov. 24	Thanksgiving Day
Friday	Nov. 25	Day after Thanksgiving
Thursday	Dec. 22	in lieu Admission Day (classified staff)
Friday	Dec. 23	Christmas Eve Holiday
Monday	Dec. 26	Christmas Holiday
Friday	Dec. 30	New Year's Day Holiday
Monday	Jan. 16	Martin Luther King, Jr. Day observed
Friday	Feb. 17	Lincoln's Birthday observed
Monday	Feb. 20	Presidents' Day
Friday	April 6	Spring Break day
Monday	May 28	Memorial Day observed

Winter Recess - All Schools December 19 - 30, 2011
Spring Recess - All Schools March 19 - 23, 2012

ELEMENTARY GRADING PERIODS		
First Trimester	August 10 - October 27, 2011	56 days
Second Trimester	October 31 - February 24, 2012	66 days
Third Trimester	February 27 - May 24, 2012	57 days
SECONDARY GRADING PERIODS		
First Semester	August 10 - December 15, 2011	85 days
Second Semester	January 2 - May 24, 2012	94 days

Note: Jr. High Quarter Periods end on 10/14/11 and 3/9/12

AGENDA ITEM: **Approval of a Tentative Agreement between CUSD and the Chico Unified Teachers' Association (CUTA)**

Prepared by: Bob Feaster, Assistant Superintendent of Human Resources

☐ Consent

Board Date April 20, 2011

☐ Information

☒ Discussion/Action

Background Information:

The negotiations teams for the Chico Unified Teachers Association (CUTA) and the District have conducted several bargaining sessions since January of this year. On March 7, 2011, the teams reached agreement on a Tentative Agreement (TA). The TA was ratified by CUTA membership and requires the approval of the Board of Education (District) prior to the agreement being put into effect.

Educational Implications:

Current language in the Collective Bargaining Agreement (CBA) states that kindergarten teachers, in addition to their regular class time, are to spend not more than 60 minutes per day assisting other kindergarten teachers, assisting in 1st, 2nd or 3rd grade classes or preparing for their class. The current TA provides an additional option that allows the teacher to use those additional 60 minutes working with students in the class regularly assigned to them. This will allow students to have a kindergarten day that is extended by 60 minutes with instruction from their regular classroom teacher.

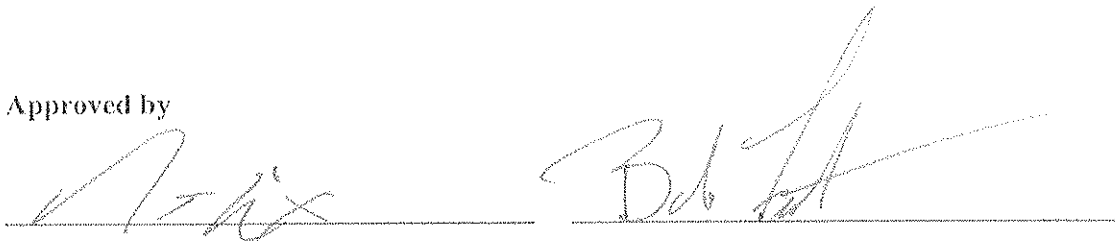
This is a "pilot" meaning that this agreement is in effect for the 2011/12 school year only and will require the approval of both parties to continue beyond that school year.

Financial Implications:

There are no fiscal implications for this agreement. It simply allows kindergarten teachers to spend the 60 minutes currently used for other kindergarten classes or other primary classes to be used working with the students assigned to their class.

Tentative Agreement Between
Chico Unified School District
And
Chico Unified Teachers Association
March 7, 2011

Approved by

The image shows two handwritten signatures on a horizontal line. The signature on the left is 'Kurt Rix' and the signature on the right is 'Bob Feaster'.

Kurt Rix, CUTA Bargaining Chair Bob Feaster, CUSD Assistant Superintendent

TENTATIVE AGREEMENT between the CHICO UNIFIED SCHOOL DISTRICT and the CHICO UNIFIED TEACHERS ASSOCIATION, March 7, 2011. The parties agree to the following modification of the collective bargaining agreement:

6.1.1.B.1.b Kindergarten Teachers

Deletion
2004-05

6.1.1.B.1.b.1) One (1) two hundred (200) minute teaching session as principal classroom teacher or not more than one (1) two hundred five (205) minute teaching session as principal classroom teacher in year-round schools with three or more tracks.

6.1.1.B.1.b.2) Not more than an additional sixty (60) minutes during which time said teacher will, at District discretion, a) serve as a teacher assistant to another on-site kindergarten teacher, or b) serve as a teacher assistant to assist students in a first grade class with their developmental skills, or c) serve as a teacher assistant to assist students in a second or third grade class with their developmental skills (limited to teachers employed and/or voluntarily transferred into a kindergarten class after October 1, 1982), or d) perform preparatory work for said teacher's own classes or e) by mutual agreement of the teacher and the site principal, the teacher may work with students in the class regularly assigned to them.

The modification above, addition of (e), will be implemented for the 2011-12 school year on a one year pilot basis. Approval of both parties (District and CUTA) will be required in order for this language to be in effect beyond the 2011-12 school year.

If a kindergarten teacher does not agree to work under option (e) above, they will receive "first consideration," for a kindergarten class that will not use option (e), to the extent that one is available.

AGENDA ITEM: **Resolution #1150-11 / Certificated Reduction in Force for 2011-2012**

Prepared by: Bob Feaster, Assistant Superintendent, Human Resources

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

Board Date: April 20, 2011

Background Information:

On February 16, 2011, the Board of Education adopted Resolution 1135-11. This resolution reduced or discontinued a variety of certificated services at the end of the 2010/11 school year for the 2011/12 school year. The parties (the District, the Chico Unified Teachers' Association and the California Teachers' Association) reached a stipulated agreement that included acknowledgement that the process to adopt the resolution was proper, that there was proper cause and that the individuals involved agreed to withdraw their requests for hearings. The agreement also resulted in status changes to some employees, changed the seniority date for one employee, the rescission of some layoff notices and spelled out the rehiring rights and process to be used for the affected employees.

Reaching this agreement resulted in the elimination of need for layoff hearings, a process that is costly, time consuming and very emotional. Final layoff notices will be sent to the affected employees prior to May 15, 2011.

Educational Implications:

Teachers will not need to leave any classes now to attend a layoff hearing.

Fiscal Implications:

The District will not incur the costs of the layoff hearing which would include substitute teachers, legal fees and the costs associated with the Administrative Law Judge.

**BEFORE THE BOARD OF EDUCATION
of the
CHICO UNIFIED SCHOOL DISTRICT**

**Concerning Authorization and Direction that
Certificated Services Be Reduced
for the Coming 2011/2012 School Year
Due to Reduction or Elimination of Particular Kinds of Service**

WHEREAS, Sections 44949 and 44955 of the California Education Code requires action by the Board of Education if the services of certificated staff are to be reduced or eliminated in order to permit the layoff of certificated employees for the ensuing school year;

WHEREAS, on February 16, 2011, the Board of Education of the Chico Unified School District adopted Resolution No.1135-11, Concerning a Reduction in Certificated Staff Due to Reduction or Elimination of Particular Kinds of Service of the 2011/2012 school year, a copy of which is attached as Exhibit "A" and hereby incorporated by reference as though fully set forth;

WHEREAS, pursuant to Resolution No. 1135-11, the Superintendent was authorized and directed to send notices of recommendation of non-reemployment pursuant to Sections 44949 and 44955 of the California Education Code to all employees whose services were to be terminated by virtue of Resolution No.1135-11;

WHEREAS, on March 10, 2011, the Superintendent served written Notice of Recommendation That Services Will Not Be Required for the 2011/2012 school year was sent to certificated employees in the manner prescribed by law and that the Board of Education was advised that such notices were sent;

WHEREAS, on April 12, 2011, an Administrative Law Judge from the Office of Administrative Hearings, State of California, was scheduled to conduct a hearing concerning the Certificated PKS Reduction.

WHEREAS, on March 10, 2011, the parties reached a settlement, which was incorporated into a Stipulated Layoff Agreement, a copy of which is attached and hereby incorporated by reference as though fully set forth as Exhibit "B."

NOW, THEREFORE, BE IT RESOLVED that:

This Board hereby formally approves the attached Stipulated Layoff Agreement in its entirety.

BE IT FURTHER RESOLVED that by reason of the PKS Reduction, cause exists under Education Code sections 44949 and 44955 for not reemploying the certificated employees referenced in the Stipulated Layoff Agreement for the ensuing 2011/2012 school year, and that said cause relates solely to the welfare of the schools and the pupil thereof.

BE IT FURTHER RESOLVED that the Superintendent or designee is authorized and directed to send notices of non-reemployment for the ensuing 2011/2012 school year to the affected certificated employees (as designated in the Stipulated Layoff Agreement) that their services will not be needed for the ensuing 2011/2012 school year and that such notice be sent in the manner prescribed by law.

PASSED AND ADOPTED by the Board of Education of the Chico Unified School District at a regular meeting held on April 20, 2011, by the following roll call vote:

AYES:

NOES:

ABSENT:

Signed and approved by me after its passage.

President of the Board of Education

ATTEST:

Clerk of the Board of Education

EXHIBIT A

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.

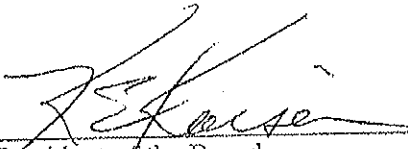
THIS RESOLUTION was passed and adopted by the Board at a regular meeting held on the 16th day of February, 2011, by the following roll call vote:

AYES: Kaiser, Reed, Robinson, Thompson, Griffin

NOES: None

ABSENT: None

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
District Total		15.6

EXHIBIT B

Master Copy

STIPULATED LAYOFF AGREEMENT

**CHICO UNIFIED SCHOOL DISTRICT
CERTIFICATED LAYOFF
EFFECTIVE JUNE 30, 2011
OAH No. 2011020717**

This Stipulated Layoff Agreement (hereinafter "Agreement") is by and between the Chico Unified School District ("District") and the signatory certificated Employees ("Employee" or "Employees"). Collectively, the District and Employees are referred to as the "Parties."

STIPULATIONS

1. The Board of Education of the Chico Unified School District adopted Resolution No. 1135-11 on February 16, 2011. This Resolution reduced or discontinued the services set forth in Attachment A at the end of the 2010/2011 school year for the 2011/2012 school year.
2. Kim Kingsley Bogard and Kristin D. Lindgren of Kingsley Bogard Thompson LLP are the attorneys on behalf of the District.
3. Beth Curtis of Langenkamp, Curtis and Price LLP is the attorney of record for each Employee listed in Attachment B as indicated therein.
4. The terms of this Agreement shall not be construed for or against any party by reason of authorship of this Agreement, but shall be construed in accordance with the meaning of the language used herein.
5. The parties jointly agree that the terms of this Agreement shall not impede, estoppe, or have any effect on the District's ability to implement future reductions in force after March 15, 2011, employee terminations, non-reelections, or releases in accordance with law. Further, it shall not be a breach of this Agreement for the District to implement future reductions in force after March 15, 2011, employee terminations, non-reelections, or releases in accordance with law.
6. Attachment C (Summary of Procedural Status Chart) indicates those individuals who were timely served with a Notice of Recommendation That Services Will Not Be Required and an Accusation.

7. Prior to this Stipulated Final Decision:
 - a. no Requests for Hearing were withdrawn.
 - b. the District has not rescinded any layoff notice or Accusation.
8. The District affirms that these proceedings are based solely on the grounds set forth in Education Code sections 44949 and 44955, and in no way relate to any individual's ability or performance.
9. Signatory employees set forth in Attachment B acknowledge that:
 - a. they are the proper subject of a layoff;
 - b. cause exists for their layoff;
 - c. they waive and relinquish their right to a hearing as provided by Education Code sections 44949 and 44955 and Government Code sections 11500, *et seq.*; and
 - d. expressly withdraw their respective Requests for Hearing;
 - e. upon execution of this Agreement, the District, or its attorney of record, shall execute the necessary documents to cause the Layoff Hearing, scheduled for April 12, 2011 (Office of Administrative Hearings No. 2011020717) to be dismissed;
 - f. the seniority date assigned to them by the District is correct.
 - g. each party shall bear its own attorney's fees.
10. The following individuals received a change in status:

Brunemeyer, Angie	Permanent
Hankins, Elizabeth	Permanent
DeLuna, Amy	Permanent
11. The following change occurred to the order of seniority:

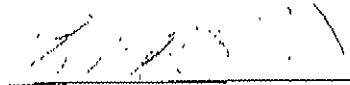
Martha Mayer will appear in the seniority list above Ellen Hamilton
12. Upon stipulation of all parties, and approval thereafter by the Board of Education for the District, the District shall:

- a. Rescind preliminary Notices of Layoff served upon the Respondents as designated in Attachments C and D.
 - b. Issue final Notices of Layoff to those designated in Attachment B.
 - c. The parties agree that the District need not take the action specified in the Education Code (including the actions specified in Sections 44955 and 44949) in order to accomplish the layoff of employees; and, that in lieu thereof, this Stipulated Decision has been signed.
13. Except as specifically set forth in this agreement, all issues pertaining to the certificated layoff of any employee who is laid off have been waived and are withdrawn with prejudice.
14. Laid off employees shall be entitled to all the protections set forth in Education Code section 44957, including, but not limited to, placement (as appropriate) on either the 39-month or 24-month rehire list. In addition, the District will extend time for laid off employees on the reemployment list required by Education Code section 44956 and 44957, as follows:
- a. The following employees will have their time on the reemployment list extended by six (6) months beyond the initial 39 month period granted by Education Code section 44956 for a total reemployment period of 45 months:
 - i. Permanent certificated employees currently on the reemployment list, who were laid off in previous years; and
 - ii. Permanent certificated employees who will be laid off for the 2011/2012 school, whose names are set forth in Attachment B.
 - b. The following employees will have their time on the reemployment list extended by six (6) months beyond the initial 24 month period granted by Education Code section 44957 for a total reemployment period of 36 months:
 - i. Probationary certificated employees currently on the reemployment list, who were laid off in previous years; and
 - ii. Probationary certificated employees who will be laid off for the 2011/2012 school, whose names are set forth in Attachment B.
 - c. The extension of the reemployment list is non-precedent setting, and applies only to the layoff proceedings during the 2010/2011 school year for the 2011/2012 school year.

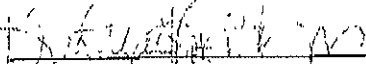
- d. Nothing in this agreement shall affect the District's implementation of the provisions of Education Code section 44956 related to waiver of reemployment by permanent employees.
- 15. During the 36 or 45 month re-employment period set forth herein:
 - a. Provided Employee is credentialed and competent to render the service, District shall offer any vacant probationary or permanent positions to laid off employees in order of original hire date (with same date of hire ties broken as shown on the Seniority List).
 - 1) Should any Employee be reappointed to a probationary or permanent position, the period of the Employee's absence shall not be treated as a leave of absence and shall not be considered a break in the continuity of service.
 - 2) Except as otherwise provided in the Education Code, the Employee shall retain the classification and order of employment he/she had when his/her services were terminated as provided for in Education Code section 44957.
 - b. The District contends that when an employee turns down any offer of reemployment (with the exception of a waiver for permanent employees pursuant to 44956) he/she may be removed from the reemployment list. In consideration for this agreement, however, the District shall not remove an employee from the reemployment unless he/she refuses an offer of reemployment that makes him/her whole as to FTE.
 - c. District shall offer any substitute positions of employment (for which a laid off employee is credentialed and competent to render service) to laid off employees in order of original hire date (most senior first).
- 16. The provisions of this Agreement do not limit or otherwise affect Employees' rights under COBRA and/or ARRA.
- 17. Employees represent and agree that they have had the opportunity to discuss all aspects of this Agreement with an attorney or other representative of their choosing, and they have read and understand the meaning of this Agreement and have voluntarily entered into this Agreement.
- 18. This Agreement shall be governed by, and interpreted under, the laws of the State of California.

19. This Agreement may be executed in identical counterparts, each of which shall constitute a duplicate original.
20. The parties agree that this Agreement reflects the entire Agreement of the parties relative to the subject matter hereof, and supersedes all prior or contemporaneous oral or written understandings, statements, representations and promises. The terms of this Agreement are contractual and are not merely recitals.
21. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall be unaffected thereby, and said illegal unenforceable provisions shall be deemed not to be a part of this Agreement.
22. Recission of a layoff notice does not guarantee employment for employees who are currently temporary as set forth in Attachment E and who may receive a separate notice of release pursuant to California Education Code section 44954 which is not part of this layoff settlement.

Approved As to Form


 Lesley Beth Curtis
 Langenkamp, Curtis & Price, LLP
 Attorney for Employees

Date: 7/10/11


 Kristin D. Lindgren
 Kingsley Bogard Thompson, LLP
 Attorney for District

Date: 7/10/11

Resolution No. 1135-11

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;

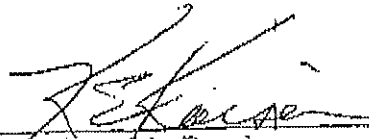
NOW, THEREFORE, BE IT RESOLVED, by the Board that:

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-re-elections, 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: Kaiser, Reed, Robinson, Thompson, Griffin
NOES: None
ABSENT: None

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
District Total		15.6

Layoffs Spring 2011

<u>NAME</u>	<u>FTE Reduced</u>
1. Susan Moretti	.6 FTE
2. Kathleen Thayer	.2 FTE
3. Ellen Hamilton	.8 FTE
4. Martha Mayr	.6 FTE
5. Annalisa Hansen	.2 FTE
6. Denise Coppage	.8 FTE
7. Greg Ford	.6 FTE
8. Susan Klamrar	1.0 FTE
9. Zane O'Laughlin	.2 FTE
10. Amy DeLuna	.8 FTE
11. Randi Salado	1.0 FTE
12. Liz Harkins	.5 FTE
13. Doug Armstrong	1.0 FTE
14. Christine Callas	1.0 FTE
15. Debra Kidd	1.0 FTE
16. Ayisha Eardley	1.0 FTE
17. Michelle Rose	.6 FTE
<hr/>	
11.9 FTE total	

**Spring 2011 Layoff
Notices to Be Rescinded**

1. Mary McLean
2. Angie Brunemeyer
3. Annalisa Hansen (.4 FTE)
4. Kamala Purl
5. Zane O'Laughlin (.8 FTE)
6. Rahtna Rollins
7. Corrine La Follette
8. Mary Vandover-Bruch
9. Beth Burton
10. Michael Brooks
11. Karen Armstrong
12. Melissa Carrierre
13. Julia Smith
14. Kathleen Thayer
15. Donna Abbey
16. Greg Ford
17. Elizabeth Hankins
18. Annalisa Hansen
19. Lee Holcomb
20. Martha Mayr
21. Michelle Rose
22. Josh Sasaki
23. Jerry Joiner
24. Michelle Krause
25. Juan Aguilar
26. Debra Apel
27. Cindy Ball
28. Laurie Barnes
29. Greg Bishop
30. Christine Bochi-Galli
31. Ray Bransky
32. Carrie Brown
33. Sharon Brown
34. Stacy Calderon
35. Leopoldo Cano

36. Brandi Cawthon
37. Kelly Coombe
38. Daisy Curiel
39. Tisha Ellis
40. Mark Friedman
41. Julie Graber
42. Donna Henderson
43. Dolores Herrera
44. Marlo Knox
45. Leanna Lafaix
46. Stacey Lasagna
47. Candy Leen
48. Jennie Marsh
49. Lisa Palmer
50. Katie Phillips
51. Peter Reginelli
52. Debra Salindong
53. Regina Schmidt
54. Mary Schoenthaler
55. Lynn Smyth
56. Carol Sylvester
57. Jessica Telegan
58. Cathy Tuttle
59. Bonnie Whipple
60. Kim Wilson
61. Stephen Andes
62. Lori Castaldo
63. Steven Christiansen
64. Idalia De La Torre-Stuart
65. Abby Juillerat
66. Leticia Kinslow
67. Danielle Linville
68. Brent Manuel
69. Karen Netterville
70. Joshua Sasaki
71. Abraham Simmons
72. Natalie Taylor
73. Tammara Taylor
74. Shoua Vang
75. Janice Sunderland

CHICO UNIFIED SCHOOL DISTRICT
CERTIFICATED LAYOFF

Summary of Procedural Status Chart (Alpha)

Assigned Seniority Date	LAST NAME	FIRST NAME	NOTICE OF LAYOFF SERVED	Subsequent Procedural Processing			Final Action		
				Request for Hearing/ NOD Returned	Rep. By LUP	Other	Laid Off	Layoff Notice Rescinded	Other
08/14/2006	Armstrong	Douglas	X		X		X		
08/10/2009	Armstrong	Karen	X		X			X	
08/14/2006	Calas	Christine	X		X		X		
02/17/2009	Canhere	Melissa	X		X			X	
08/10/2009	Coppage	Denise	X		X		X (8)		
08/11/2008	Deluna	Amy	X		X		X (8)		
08/09/2010	Eardley	Ayisha	X		X		X		
08/11/2008	Ford	Greg	X		X		X (6)		
08/10/2007	Hamilton	Ellen	X		X		X (8)		
08/10/2007	Hankins	Elizabeth	X		X		X (5)		
09/26/2006	Hansen	Annalisa	X		X		X (2)		
08/11/2008	Kamrar	Susan	X		X		X		
08/15/2005	Kaid	Dobra	X		X		X		
08/10/2007	Mayr	Martha	X		X		X (6)		
08/10/2007	Monetti	Susan	X		X		X (6)		
08/30/2006	O'Laughlin	Zane	X		X		X (2)		
08/10/2009	Rose	Michelle	X		X		X (5)		
08/10/2007	Salado	Randi	X		X		X		
08/10/2007	Thayer	Kathleen	X		X		X (2)		

CAT BACKFILL

Name	FTE
Abbey, Donna	0.800
Brown, Carrie	0.800
Cano, Leopoldo	0.800
Ford, Greg	0.200
Graber, Julia	0.500
Hankins, Elizabeth	0.300
Hansen, Annalisa	0.400
Herrera, Dolores	1.000
Holcomb, Lee	0.600
Joiner, Jerry	0.800
Krause, Michelle	0.200
Lasagna, Stacey	0.500
Mayr, Martha	0.400
Moll, Andrew	0.600
Rose, Michelle	0.100
Salindong, Debra	1.000
Sasaki, Josh	0.400
Schmidt, Regina	0.500
TOTAL CAT BACKFILL	9.900

LOA

Name	FTE
Aguilar, Juan	0.200
Aguilar, Juan	0.600
Apel, Debra	1.000
Ball, Cindy	0.250
Barnes, Laurie	1.000
Bishop, Greg	1.000
Bochi-Galli, Christine	0.200
Branksy, Ray	1.000
Brown, Sharon	0.600
Calderon, Stacy	1.000
Cawthon, Brandi	0.700
Coombe, Kelly	1.000
Curiel, Daisy	1.000
Ellis, Tisha	1.000
Friedman, Mark	0.200
Henderson, Donna	1.000
Knox, Marlo	1.000
Lafaix, Leanna	0.200

Leen, Candy	0.400
Marsh, Jennie	0.200
Palmer, Lisa	0.600
Phillips, Katie	0.400
Reginelli, Peter	0.300
Schoenthaler, Mary	1.000
Smyth, Lynn	0.200
Sylvester, Carol	1.000
Telegan, Jessica	0.700
Tuttle, Cathy	1.000
Whipple, Bonnie	0.230
Wilson, Kim	1.000
TOTAL LOA	19.980

TOTAL TEMPS	29,880	
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LOA ENTITLEMENT	20.700
CAT ENTITLEMENT	40.946
TOTAL ENTITLEMENT	61.646

**EMPLOYEE SIGNATURE PAGE
TO
STIPULATED LAYOFF AGREEMENT
OAH NO. 2011020717**

REGULAR EMPLOYEES

DATE	EMPLOYEE	EMPLOYEE SIGNATURE
3/10/11	Armstrong, Douglas	<i>D. Armstrong</i>
3/10/11	Callas, Christine	<i>Christine Callas</i>
3-10-11	Coppage, Denise	<i>Denise R. Coppage</i>
3/11/11	Deluna, Amy	<i>Amy Deluna</i>
3/11/11	Eardley, Ayisha	<i>Ayisha Eardley</i>
3/11/11	Ford, Greg	<i>Greg Ford</i>
3/10/11	Hamilton, Ellen	<i>Ellen Hamilton</i>
3/10/11	Hankins, Elizabeth	<i>Elizabeth Hankins</i>
3/10/11	Hansen, Annalisa	<i>Annalisa Hansen</i>
3/10/11	Kamrar, Susan	<i>Susan Kamrar</i>
3/11/11	Kidd, Debra	<i>Debra Kidd</i>
3/11/11	Mayr, Martha	<i>Martha Mayr</i>
3-11-11	Moretti, Susan	<i>Susan Moretti</i>
3/10/11	O'Laughlin, Zane	<i>Zane O'Laughlin</i>
3/10/11	Rose, Michelle	<i>Michelle Rose</i>
3/11/11	Salado, Randi	<i>Randi M. Salado</i>
3/10/2011	Thayer, Kathyleen	<i>Kathyleen Thayer</i>

PROPOSED AGENDA ITEM: **Resolution #1148-11, Elimination of Classified Services**

Prepared by: Bob Feaster, Assistant Superintendent, Human Resources

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

Board Date: April 20, 2011

Background Information:

The District no longer needs and no longer has the funds to support the position noted in the resolution.

Educational Implications:

None.

Fiscal Implications:

The District will save the cost of this position.

**RESOLUTION 1148-11
RESOLUTION OF THE GOVERNING BOARD
OF THE CHICO UNIFIED SCHOOL DISTRICT**

**ELIMINATION OF CLASSIFIED SERVICES AND
ORDERING LAYOFFS IN THE CLASSIFIED SERVICE
FOR THE 2010-2011 SCHOOL YEAR**

WHEREAS, due to lack of work and/or lack of funds, this Board hereby finds that it is the best interest of the Chico Unified School District that, as of the 20th day of April, 2011, certain services now being provided by said School District be reduced or discontinued by the following extent:

Elimination of the following position(s):

Classification	Full-Time Equivalent	Site/Program
PARENT CLASSROOM AIDE-RESTRICTED	0.5125	MCMANUS/CATEGORICAL

NOW, THEREFORE, BE IT RESOLVED that as of the 21st day of April, 2011, one classified position of the CHICO UNIFIED SCHOOL DISTRICT be reduced or discontinued to the extent hereinabove set forth.

BE IT FURTHER RESOLVED that the Superintendent of this School District be and hereby is authorized and directed to give notice of termination of employment to affected classified employee(s) of this School District pursuant to Merit System rules and regulations and applicable provisions of the Education Code of the State of California not less than 45 days prior to the effective date of layoff as set forth above.

The Board authorizes and directs the Superintendent to carry forth all layoff proceedings resulting from the elimination of position(s) ordered herein above, including proceedings for layoff provided by the exercise of displacement rights and to service layoff notices to employees affected thereby. Where an employee displaces an employee holding a position in another class, the Superintendent is hereby authorized and directed to carry forth layoff proceedings resulting therefrom and to serve layoff notices to employees affected thereby.

In the event that an employee affected by the layoff proceedings authorized by this resolution chooses to retire or resign from District service, or other appropriate resolution is made, the Superintendent is authorized to rescind the layoff.

The foregoing RESOLUTION was passed and adopted at a meeting of the Board of Trustees of the CHICO UNIFIED SCHOOL DISTRICT on the 20th day of April, 2011, by the following vote to wit:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

Clerk of the Governing Board
of the Chico Unified School District

AGENDA ITEM: Resolution per Education Code 44258.2 – Resolution 1144-11, To Allow Junior High Teacher with a Single Subject Credential to Teach Outside Credential Area Based on Appropriate Coursework

Prepared by: Bob Feaster, Assistant Superintendent of Human Resources

☐ Consent

Board Date April 20, 2011

☐ Information Only

☒ Discussion/Action

Background Information

Per Education Code 44258.2: "The holder of a single subject teaching credential or a standard secondary teaching credential may, with his or her consent, be assigned by action of the local governing board to teach classes in grades 5 to 8, inclusive, in a middle school, if he or she has a minimum of 12 semester units, or six upper division or graduate units, or coursework at an accredited institution in the subject to which he or she is assigned."

The following credentialed teacher has met the requirements for authorization within Education Code 44258.2 to teach in a departmentalized classroom and has a teacher consent form on file:

Stephen McDonald to teach Life Science at Marsh Junior High School

Educational Implications

Ensuring that individuals meet the Education Code requirements for credentials helps provide an excellent education for students.

Fiscal Implications

Note applicable.

CHICO UNIFIED SCHOOL DISTRICT
1163 East Seventh Street
Chico, California 95928-5999

RESOLUTION NO. 1144-11
Education Code §44258.2

WHEREAS, the following teacher holds a single subject or standard secondary teaching credential and has twelve semester units or six upper division or graduate semester units in the listed subject; and

WHEREAS, approval to teach a partial assignment in a departmentalized class in grades five to eight inclusive in a middle school must be granted by resolution of the governing board of the district;

NOW, THEREFORE, BE IT RESOLVED that the following teacher is authorized to teach the single subject class listed at the designated school in accordance with the terms of his credential:

Stephen McDonald to teach Life Science at Marsh Jr. High School

PASSED AND ADOPTED by the Board of Trustees of the Chico Unified School District at its regular meeting held on **April 20, 2011**, by the following vote:

AYES:

NOES:

ABSENT:

President

PROPOSED AGENDA ITEM: Board Policy Adoptions

Prepared by: Administration

☐ Consent

Board Date April 20, 2011

☒ Information Only

☐ Discussion/Action

Background Information

In order to govern effectively, Districts are required to have accurate and up-to-date Board Policies. By law, Districts are mandated to adopt many policies to ensure legal compliance. Working in conjunction with the California School Boards Association (CSBA) Policy Services, CUSD continues to update and revise Board Policies to ensure CUSD is legally compliant.

Education Implications

Up-to-date policies provide clarity to the expectations for students, parents, and staff.

Fiscal Implications

CUSD is required to have up-to-date and legally compliant policies. Failure to have such policies in place jeopardizes funding opportunities, especially in regards to Categorical dollars.