

**CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION**

**Special Session**

**Wednesday, March 7, 2012**

**Closed @ 5:30 p.m. / Open @ 6:00 p.m.**

**Chico Unified District Office, Large Conference Room**

**1163 East 7<sup>th</sup> St., Chico, CA 95928**

**AGENDA**

**1. CALL TO ORDER**

- 1.1. Public comment on closed session items

**2. CLOSED SESSION**

**2.1. Public Employee**

**Discipline/Dismissal/Release**

Per Government Code §54957, the Board will meet in closed session to discuss an employee dismissal

**Attending**

Kelly Staley, Superintendent  
Bob Feaster, Asst. Superintendent  
Maureen Fitzgerald, Asst. Superintendent  
Kristin Lindgren, Attorney at Law

**2.2. Conference with Legal Counsel - Existing Litigation**

Per Government Code §54956.9(a), the Board will meet in closed session to discuss significant exposure to litigation (Case Number 155790)

**Attending**

Kelly Staley, Superintendent  
Bob Feaster, Asst. Superintendent  
Maureen Fitzgerald, Asst. Superintendent  
Kristin Lindgren, Attorney at Law

**2.3. Public Employee Performance Evaluation**

Per Government Code §54957  
Title: Superintendent

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

**3. RECONVENE TO REGULAR SESSION**

- 3.1. Call to Order  
3.2. Report Action Taken in Closed Session

**4. CONSENT CALENDAR**

**4.1. EDUCATIONAL SERVICES**

- 4.1.1. Consider Expulsion of Students with the following IDs: 54729, 57372, 61336, 61610, 74618  
4.1.2. Consider Expulsion Clearance of Student with the following ID: 68227  
4.1.3. Consider Approval of the Field Trip Request for Shasta and Marigold 6<sup>th</sup> grade classes to attend the Shady Creek Outdoor School from 04/02/12 to 04/09/12  
4.1.4. Consider Approval of the Field Trip Request for Pleasant Valley High Industrial Tech students to attend the SkillsUSA annual conference/competition in San Diego from 04/11/12 to 04/15/12  
4.1.5. Consider Approval of the Field Trip Request for the Pleasant Valley High yearbook students to visit the Herff Jones printing plant in Logan, Utah from 03/26/12 to 03/28/12  
4.1.6. Consider Approval of the Field Trip Request for the Pleasant Valley High Academic Decathlon Team to the California State Academic Decathlon Championships in Sacramento from 03/15/12 to 03/18/12  
4.1.7. Consider Approval of the Consultant Agreement with 100 Percent Learning Fun Center to provide tutoring to students who have signed up for state-required Supplemental Services

- 4.1.8. Consider Approval of the Consultant Agreement with Margaret Ann Finney to act as consultant to the Emma Wilson Elementary School Learning Center and Response to Intervention Program
- 4.1.9. Consider Approval of Data and Assessment Management System

**5. DISCUSSION/ACTION CALENDAR**

**5.1. EDUCATIONAL SERVICES**

- 5.1.1. Discussion/Action: Sherwood Montessori Charter Renewal and Approval of Resolution 1170-12 (John Bohannon)
- 5.1.2. Discussion/Action: Next Steps on the Development of the Inspire Facilities Committee

**5.2. BUSINESS SERVICES**

- 5.2.1. Discussion/Action: 2012-13 (Year 15) E-Rate Internal Connections Recommendations (Jason Gregg)

**5.3. HUMAN RESOURCES**

- 5.3.1. Information: Report from Team Working on Improving Student Attendance (Bob Feaster)
- 5.3.2. Discussion/Action: Resolution 1168-12, Release/Non-Reelection of Temporary Certificated Employees (Bob Feaster)
- 5.3.3. Discussion/Action: Resolution 1169-12, Non-Reelection of Probationary Certificated Employees (Bob Feaster)
- 5.3.4. Discussion/Action: Resolution 1171-12, Release of Certificated Management and Supervisory Employee for the 2012/2013 School Year (Bob Feaster)

**5.4. BOARD**

- 5.4.1. Discussion/Action: Board Committee Assignments
- 5.4.2. Discussion/Action: Board Self-Evaluation

**6. ADJOURNMENT**

Andrea Lerner Thompson, President  
Board of Education  
Chico Unified School District

The Chico Unified School District Board of Education welcomes you to this meeting and invites you to participate in matters before the Board.

### **INFORMATION, PROCEDURES AND CONDUCT OF CUSD BOARD OF EDUCATION MEETINGS**

***No disturbance or willful interruption of any Board meeting shall be permitted. Persistence by an individual or group shall be grounds for the Chair to terminate the privilege of addressing the meeting. The Board may remove disruptive individuals and order the room cleared, if necessary. In this case, further Board proceedings shall concern only matters appearing on the agenda.***

#### **CONSENT CALENDAR**

The items listed on the Consent Calendar may be approved by the Board in one action. However, in accordance with law, the public has a right to comment on any consent item. At the request of a member of the Board, any item on the consent agenda shall be removed and given individual consideration for action as a regular agenda item. Board Bylaw 9322.

#### **STUDENT PARTICIPATION**

At the discretion of the Board President, student speakers may be given priority to address items to the Board.

#### **PUBLIC PARTICIPATON FOR ITEMS ON THE AGENDA (Regular and Special Board Meetings)**

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

- Speakers will identify themselves and will direct their comments to the Board.
- Each speaker will be allowed three (3) minutes to address the Board.
- In case of numerous requests to address the same item, the Board may select representatives to speak on each side of the item.

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

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

- Public comments for items not on the agenda will be limited to one hour in duration (15 minutes at the beginning of the meeting and 45 minutes at the end of the meeting).
- Initially, each general topic will be limited to 3 speakers.
- Speakers will identify themselves and will direct their comments to the Chair.
- Each speaker will be given three (3) minutes to address the Board.
- Once 2 speakers have shared a similar viewpoint, the Chair will ask for a differing viewpoint. If no other viewpoint is represented then a 3<sup>rd</sup> speaker may present.
- Speakers will not be allowed to yield their time to other speakers.
- After all topics have been heard, the remainder of the hour may be used by additional speakers to address a previously raised issue.

#### **WRITTEN MATERIAL:**

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

#### **COPIES OF AGENDAS AND RELATED MATERIALS:**

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

#### **AMERICANS WITH DISABILITIES ACT**

Please contact the Superintendent's Office at 891-3000 ext. 149 should you require a disability-related modification or accommodation in order to participate in the meeting. This request should be received at least 48 hours prior to the meeting in order to accommodate your request.

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

**TITLE:** **Field Trip Shady Creek Outdoor School**

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

DATE of Board Meeting:   March 7, 2012  

Prepared by: Larry Spini, Principal

### **Background Information**

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

### **Educational Implications**

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

### **Fiscal Implications**

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

**RECEIVED****CHICO UNIFIED SCHOOL DISTRICT**1163 East Seventh Street  
Chico, CA 95928-5999  
(530) 891-30004.1.3.  
Page 2 of 2**FEB 16 2012****FIELD TRIP REQUEST****TO:** Board of Education**Date:** 2/16/12**FROM:** Larry Spini, Principal**School/Dept.:** Shasta Elementary School**SUBJECT:** Field Trip RequestRequest is for Shasta & Marigold 6<sup>th</sup> grade classes

(grade/class/group)

Destination: Shady Creek Outdoor SchoolActivity: Environmental Science Educationfrom April 2, 2012 / 8:00 a.m.

(dates) / (times)

to April 9, 2010 / 12:00 p.m.

(dates) / (times)

Rationale for Trip: Environmental science educationNumber of Students Attending: 190 Teachers Attending: 6 Parents Attending: \_\_\_\_\_Student/Adult Ratio: 32:1Transportation: Private Cars X CUSD Bus \_\_\_\_\_ Charter Bus Name \_\_\_\_\_

Other: \_\_\_\_\_

**All requests for bus or charter transportation must go through the transportation department - NO EXCEPTIONS.****ESTIMATED EXPENSES:**Fees \$ 37,240.00

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

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

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

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

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

**ACCOUNT NAME(S), NUMBER(S) and AMOUNT(S):**Name ShastaAcct. #: 01-9024-0-1304-4900-270\$ 19,600.00Name MarigoldAcct. #: 01-9024-0-1300-4900-200\$ 17,640.00

Requesting Party

Date

2-16-12

Site Principal

Date

2/16/12

Approve/Minor



Do not Approve/Minor

or

Recommend/Major

or

Not Recommended/Major

(If transporting by bus or Charter)

Director of Transportation

Date

**IF MAJOR FIELD TRIP**

Director of Educational Services

Date

2-22-12

Recommend



Not Recommended



Approved



Not Approved

Board Action

Date

**PROPOSED AGENDA ITEM:** PVHS - Field Trip - SkillsUSA Competition

**Prepared by:** Matt Joiner

☒ Consent

Board Date March 7, 2012

☐ Information Only

☐ Discussion/Action

**Background Information**

Pleasant Valley High School Industrial Tech students to travel to San Diego April 11 - 15, 2012 to attend the SkillsUSA annual conference/competition.

**Education Implications**

Students will learn skills to enhance their education in the welding field, improved leadership, and professional development.

**Fiscal Implications**

We will use money from our Perkins and BCOE-ROP grants to pay for expenses, which are estimated to be approximately \$8,300.00

**CHICO UNIFIED SCHOOL DISTRICT**

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4.1.4.

Page 2 of 2

**FIELD TRIP REQUEST****TO: CUSD Board of Education****Date:** February 15, 2012**FROM:** Matt Joiner, Mike Peck, Jerry Joiner**School/Dept.:** Pleasant Valley HS/I.Tech**SUBJECT:** Field Trip Request

Request is for Members of Skills USA students and advisors

(grade/class/group)

Destination: San Diego, CA

Activity: Participation in Skills USA Leadership Conference

from April 11, 2012, 3:00 pm

to

April 15, 2012, 10:00 pm

(dates) / (times)

(dates) / (times)

Rationale for Trip: Paraticipation in Skills USA Leadership and Skills Conference Professional  
Development and Career Exploration

Number of Students Attending: 14 Teachers Attending: 3 Parents Attending: 4

Student/Adult Ratio: 4:1

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

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

**ESTIMATED EXPENSES:**

Fees	\$3,360.00	Substitute Costs	\$440.0	Meals	\$600.00
Lodging	\$3,600.00	Transportation	\$ -0-	Other Costs	\$765.00

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

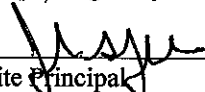
Name Supplemental Acct. #: 01-7090-0-1110-1000-020 \$7,725.00

Name Perkins Acct. #: 01-3550-0-3812-1000-020/570 \$1,040.00

Matt Joiner  
Requesting Party

2/15/2012

Date

  
Site Principal

2/28/12  
Date



Approve/Minor  
or  
Recommend/Major




Do not Approve/Minor  
or  
Not Recommended/Major

n/a  
Director of Transportation

\_\_\_\_\_  
Date

(If transporting by bus or Charter)

**IF MAJOR FIELD TRIP**

  
Director of Educational Services

2/28/12  
Date



Recommend



Not Recommended



Approved



Not Approved

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

\_\_\_\_\_  
Date

PROPOSED AGENDA ITEM:

Field Trip Approval - PVHS students - HERFF JONES

Prepared by: Cyndi Bailey

☒ Consent

Board Date March 7, 2012

☐ Information Only

☐ Discussion/Action

**Background Information**

Herff Jones, PVHS high school yearbook publisher, has invited the yearbook students and advisor to visit the printing plant in Logan, Utah.

**Education Implications**

Students will be given the opportunity to tour the plant and speak with graphic designers and publication coordinators. Students will be able to see the full realm of yearbook publishing and realize that there is much more to the yearbook than just our in-class work. Students will be given the opportunity to see our book in the printing phase.

**Fiscal Implications**

None to the district. Funds from our Parent Page Ad sales will cover the cost of the trip.



**CHICO UNIFIED SCHOOL DISTRICT**

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4.1.5.  
Page 2 of 2

**FIELD TRIP REQUEST**

**TO: CUSD Board of Education**  
**FROM: Cyndi Bailey**  
**SUBJECT: Field Trip Request**

**Date: February 13, 2012**  
**School/Dept.: PVHS Yearbook**

Request is for Herff Jones Yearbook Plant Tour

(grade/class/group)

Destination: Logan, Utah Activity: Herff Jones Plan Tour

from 3/26/12 (departing 3 pm) to 3/28/12 (arrive at PVHS 10 p.m.)

Rationale for Trip: Yearbook students will have the opportunity to tour the Logan, Utah Herff Jones Plant and speak with graphic designers and yearbook specialists who have a vested interest in our yearbook.

Number of Students Attending: 7 Teachers Attending: 1 Parents Attending: 1 (Herff Jones Rep)

Student/Adult Ratio: 3.5:1

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

Other: Private car to airport, Airplane, Rental van in Utah

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

**ESTIMATED EXPENSES:**

Fees \$0

Substitute Costs \$200

Meals \$400

Lodging \$900

Transportation \$2100

Other Costs \$ 300 (van rental)

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

Name Yearbook Acct. #: ASB 425 \$3800

Proceeds from Parent Page Ad sales will fund this trip. All yearbook students were given the opportunity to attend.

Cyndi Bailey  
Requesting Party

2/13/12  
Date

Site Principal

2/14/12  
Date



Approve/Minor



Do not Approve/Minor

or

or

Recommend/Major

Not Recommended/Major

(If transporting by bus or Charter)

Director of Transportation

Date

**IF MAJOR FIELD TRIP**

Director of Educational Services

2/16/12  
Date



Recommend



Not Recommended



Approved



Not Approved

Board Action

Date

**PROPOSED AGENDA ITEM:** Field Trip - Pleasant Valley High School

**Prepared by:** Jessica Haun

☒ Consent

Board Date March 7, 2012

☐ Information Only

☐ Discussion/Action

**Background Information**

The PVHS Academic Decathlon team attended the Butte County Championships on February 4, 2012 and placed first in the county. As a result, we are slated to represent Butte County at the California Academic Decathlon Championships in Sacramento from March 15 - 18, 2012.

**Education Implications**

These students have been studying this year's theme, The Age of Empire, throughout the school year in the areas of Language and Literature, Art, Music, Science, History, Mathematics and have created prepared speeches, practiced impromptu speeches and worked on interview techniques with community members. This independent study is the equivalent of college coursework and has been conducted outside of the school day. Student earned 43 medals at the county competition and have clearly invested their time and energy into this educational pursuit.

**Fiscal Implications**

Funding comes primarily through donations made to the team via fund raisers and solicitation of alumni. The coaching position has no financial compensation. A substitute day does not need to be provided because the coach is a student teacher.

**Additional Information**

The PVHS Academic Decathlon team has participated and earned first place in the county competition and advanced to the state competition 15 times in the last 17 years.

## CHICO UNIFIED SCHOOL DISTRICT

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(530) 891-3000

4.1.6.

Page 2 of 2

## FIELD TRIP REQUEST

TO: CUSD Board of Education

Date: 2/13/12

FROM: Jessica Haun

School/Dept.: PVHS

SUBJECT: Field Trip Request

Request is for PVHS Academic Decathlon Team

Destination: Sacramento Activity: ACADECA state competition

from 3/15/12 – 4:00 p.m. ~~to~~ 3/18/12 – 5:00 p.m.

Rationale for Trip: Students to represent Butte County in the California State Academic Decathlon Championships.

Number of Students Attending: 9 Teachers Attending: 1 Parents Attending: 2

Student/Adult Ratio: 7:1

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

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

## ESTIMATED EXPENSES:

Fees \$ 600.00

Substitute Costs \$0

Meals \$ 150.00

Lodging \$ 2,000.00

Transportation \$-0-

Other Costs \$ -0-

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

Name AcaDeca Acct. #: 01-0000-0-1130-1000-020 \$ 2,750.00

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

Jessica Haun  
Requesting Party

Date 2/13/12

[Signature]  
Site Principal

Date 2/14/12

Approve/Minor



Do not Approve/Minor

or

or

Recommend/Major

Not Recommended/Major

(If transporting by bus or Charter)

n/a  
Director of Transportation

Date \_\_\_\_\_

## IF MAJOR FIELD TRIP

[Signature]  
Director of Educational Services

Date 02/16/12

Recommend



Not Recommended



Approved



Not Approved

Board Action

Date \_\_\_\_\_

**PROPOSED AGENDA ITEM: 100 Percent Learning Fun Center**

**PREPARED BY: Janet Brinson**

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

Board Date: March 7, 2012

**Background Information**

All schools that receive Title I funding and local educational agencies (LEAs) that do not make Adequate Yearly Progress (AYP) are identified as Program Improvement (PI) and must implement required program components and interventions. The District must notify students attending PI schools in years 3-5 of Supplemental Services opportunities. Supplemental Educational Services are tutoring or other supplemental enrichment activities beyond the regular school day. Services are to be high quality, research-based, and designed to improve the students' academic achievement. Students are eligible for services if they are in Title I schools in PI status and 1) not meeting State Standards in reading and math, and 2) from low income families. Only State Board of Education (SBE) approved providers qualify to offer supplemental services.

**Education Implications**

The state-approved Supplemental Service Providers will render services to qualified students based on their academic needs.

**Fiscal Implications**

None to the General Fund.

**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:** 100 Percent Learning Fun Center  
**Street Address/POB:** 1100 Hope Street, Suite 103  
**City, State, Zip Code:** Los Angeles, CA 90015  
**Phone:** 310-928-1037  
**Taxpayer ID/SSN:** 34-2053005

This agreement will be in effect from: 02/01/12 to 06/30/12

**Location(s) of Services:** (site) Chapman, Citrus, McManus, Parkview, Rosedale Elem., Bidwell & Chico Jr.

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

Provide tutoring to students who have signed up for state-required Supplemental Services. Provider will pre- and post-test students and provide services based on students' needs. Provider will issue ongoing progress reports to CUSD per the Agreement.

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

Title I, No Child Left Behind Supplemental Services requirement to provide parents with individual tutoring services for their children.

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

- 1) Title I  
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	1012	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)

\$ 75.00 Per Unit, times 160.00 # Units = \$ 12,000.00 Total for Services

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

9. **Additional Expenses:**

\$  
\$  
\$

Total for  
Addit'l Expenses  
0.00

\$ 12,000.00 **Grand Total**

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

(to be completed by Business Services)

(Applicable, unless determined to be Contract Employee - See BSI11a)

Consultant Name: 100 Percent Learning Fun Center

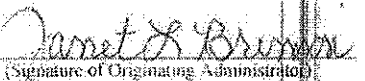
CA#	
V#	

- The Consultant will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Consultant Agreement. Consultant shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security and Income Taxes with respect to Consultant's employees.
- Consultant shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page 1 of this Agreement.
- In the performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.
- If applicable, the Consultant will certify in writing, using the District's form, that criminal background checks have been completed as per District Policy 3.3.4 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
- Consultant agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Consultant's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Consultant, and/or the Consultant's employee or agents.
- Consultant will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the District.
- Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
- The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become, applicable to Consultant, Consultant's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.
- The District will determine whether the Consultant will be paid by vendor check as a Consultant or payroll check as a Contract Employee (with taxes withheld) by reviewing the completed Certificate of Independent Consultant Agreement (a blank sample may be viewed at [http://www.chiconsd.org/\\_dept/business/documents/Consultant\\_Agreement.pdf](http://www.chiconsd.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.)

	Strauss Abdul Rahman	2/15/12
(Signature of Consultant)	(Print Name)	(Date)

**12. RECOMMENDED:**

	Janet Brinson, Director	2/16/12
(Signature of Originating Administrator)	(Print Name)	(Date)

**13. APPROVED:**

	Dave Scott, Director	2/21/12
(Signature of District Administrator, or Director of Categorical Programs)	(Print Name)	(Date)

**APPROVED:**

	<input checked="" type="checkbox"/> Consultant Scott Jones, Director, Fiscal Services	<input type="checkbox"/> Contract Employee	2/22/12
(Signature of District Admin., Business Services)	(Print Name)		(Date)

**14. Authorization for Payment:**

<b>CHECK REQUIRED</b> (Invoice to accompany payment request): <input type="checkbox"/> Partial Payment thru: _____ (Date) <input type="checkbox"/> Full or Final Payment		<b>DISPOSITION OF CHECK by Accounts Payable:</b> (check released upon completion of services) <input type="checkbox"/> Send to Site Administrator: _____ (Date check required) <input type="checkbox"/> Mail to Consultant	
\$ _____ (Amount) (Originating Administrator Signature - See BSI11a) (Date)			

PROPOSED AGENDA ITEM: Consultant Agreement - Ann Finney

Prepared by: David Scott

☒ Consent

☐ Information Only

Board Date: 03/07/12

☐ Discussion/Action

Background Information

It is proposed that Ann Finney be contracted to act as consultant to the Emma Wilson Elementary School Learning Center and Response to Intervention (RtI) Program staff for 16 days prior to May 24, 2012.

Education Implications

To increase student achievement

Fiscal Implications

Title II funds

**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: Margaret Ann Finney  
Street Address/POB: 622 Buckingham Place  
City, State, Zip Code: Chico, CA 95973  
Phone:  
Taxpayer ID/SSN:

This agreement will be in effect from: 02/01/12 to 05/24/12

Location(s) of Services: (site) Emma Wilson Elementary School

3. Scope of Work to be performed: (attach separate sheet if necessary)  
Act as consultant in the Learning Center and Response to Intervention Program one day per week for 16 weeks.

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

To increase student achievement

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

- 1) Title II  
2)  
3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	4035	0	1110	1000	5800	14	250
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)

\$ 498.82 Per Unit, times 16.00 # Units = \$ 7,981.12 Total for Services

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

9. Additional Expenses:

\$  
\$  
\$

Total for  
Addit'l Expenses  
0.00

\$ 7,981.12 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: Margaret Ann Finney

Business Services Use Only

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

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

1. The Consultant will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Consultant Agreement. Consultant shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Consultant's employees.
2. Consultant shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page 1 of this Agreement.
3. In the performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.
4. If applicable, the Consultant will certify in writing, using Administration Form #3515.6, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
5. Consultant agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Consultant's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Consultant, and/or the Consultant's employee or agents.
6. Consultant will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the District.
7. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
8. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become, applicable to Consultant, Consultant's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.
9. The District will determine whether the Consultant will be paid by vendor check as a Consultant or payroll check as a Contract Employee (with taxes withheld) by reviewing the completed Certificate of Independent Consultant Agreement (a blank sample may be viewed at [http://www.chicousd.org/\\_dept/business/documents/Consultant\\_Agreement.pdf](http://www.chicousd.org/_dept/business/documents/Consultant_Agreement.pdf)). IRS publication SWR 40 and IRS Ruling 87-41 will assist the District in determining the payment method applied to this Consultant Agreement.


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

Margaret Ann Finney

(Print Name)

2-5-2012

(Date)

**12. RECOMMENDED:**
  
 (Signature of Originating Administrator)

David G. Scott, Director

(Print Name)

02/07/2012


(Date)

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

Maureen Fitzgerald, Asst. Superintendent

(Print Name)

(Date)

**APPROVED:**
  
 (Signature of District Admin - Business Services)
Consultant  
Scott Jones

Director,

Contract Employee  
Fiscal Services

(Print Name)

2/13/12

(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:** Data & Assessment Management System

**Prepared by:** Michael Morris

☒ Consent

Board Date Wednesday, March 7, 2012

☐ Information Only

☐ Discussion/Action

**Background Information**

Teachers, administrators and support staff use assessment data to inform decisions about instructional practices, placement and to organize instructional resources to support our students. The current system has served us for about eight years. We have worked to identify a system that provides additional options with improved quality, ease of use, and more efficient system management at the same or lower cost. We believe the Illuminate system recommended will maximize efficiency, will provide more user-friendly interfaces, and will support practical and progressive needs of staff.

**Education Implications**

The Illuminate data and assessment management system would provide teachers and administrators with improved options for assessment data collection and reporting compared to our current system. The Illuminate system would provide web-based access to student assessment information in one place, whether from state, district, classroom or curriculum-based assessments. The Illuminate system provides teachers and students the opportunity to access classroom assessment results quickly, with improved reporting of results, allowing teachers to use assessment data to better adapt instruction to student learning needs.

**Fiscal Implications**

The overall costs for the Illuminate data and assessment management system are less than the costs of the Edusoft system currently in place in CUSD, resulting in a net savings to the district.

## SOFTWARE LICENSE AND SUPPORT AGREEMENT

This Agreement is made by and between Illuminate Education, Inc., a California Corporation ("Vendor") and Chico Unified School District ("District").

### RECITALS

WHEREAS, District is desirous of obtaining a Software System for data and assessment management

WHEREAS, the vision of District is to implement a web-based Data and Assessment Management system and

WHEREAS, Vendor is specially skilled, trained, experienced and competent to render the services and advice described above, and District requires these services and advice.

NOW, THEREFORE, Vendor and District mutually agree as follows:

1. Term of Agreement. The initial term of this Agreement shall be from **March 8, 2012 through June 30, 2015**. After that date, District may continue to license the Software and receive maintenance and support services at the annual license fees charged by Vendor.
2. License of Illuminate Data and Assessment Management System. Vendor hereby licenses its Illuminate data and assessment management system ("Software") to District. District and District employees may use the Software for each of the locations listed on Exhibit "A" attached to this Agreement. As new schools sites are added throughout the District, District and district employees will be provided access to the Software for those sites. The District may not use the Software outside the District and may not sublicense or assign its rights under this license to any other party.
3. Non-Exclusivity. The license granted to District hereunder is non-exclusive.
4. Independent Contractor. Vendor represents and warrants that it is experienced in its profession. In performing its obligations and services under this Agreement, Vendor is an independent contractor and is not acting as an agent or employee of District. Nothing contained in this Agreement shall be deemed, construed or represented by the District, Vendor or any third person to create the relationship of principal or agent, or of a partnership, or of a joint venture, or of any other association of any kind or nature between the District or Vendor.
5. Task List. A preliminary list of tasks and associated completion dates are set forth on Exhibit "B" attached to this Agreement.
6. Hosting. District's data will be hosted on Vendor's server (included in the annual fee).
7. Importing of Data. Vendor shall import District's data into the Software within 45 business days after the receipt of useable data.

8. Training. Vendor shall provide the following training services to District:

*Training Services*

Services	Date
Training to District in the basic use of the Software to be presented as both parties mutually agree	TBD

- (a) Additional Training and Services. Upon written request and authorization by District, Vendor shall conduct additional training and provide additional services to District at \$120 per hour for custom development or \$1,500 per day for training after initial training, if any, is exhausted.
- (b) Ownership of Data. District shall retain ownership of all data in the Software.
9. Responsibilities of District. District shall prepare and furnish to Vendor upon request such information reasonably requested by Vendor in order for Vendor to perform its work under this Agreement.
10. License Fees Vendor will host Illuminate district reporting system and District will pay annual license fees for products and options listed below:

*Products/ Services --Timeline/Dates*

Product/Service	Time	Cost
Illuminate DnA with GradeCam (Initial 16 months March 8, 2012 – June 30, 2013)	Annual Fee \$4 per student 12,380 students (Estimate, yearly based on CBEDS)	\$49,520
Illuminate DnA with GradeCam training, Three day in person onsite training	TBD (\$1,500 per day for 3 days)	\$4,500
Illuminate DnA with GradeCam, 2013-2014	Annual Fee \$4 per student 12,380 students (Estimate, yearly based on CBEDS)	\$49,520
Illuminate DnA with GradeCam, 2014-2015	Annual Fee \$4 per student 12,380 students (Estimate, yearly based on CBEDS)	\$49,520

License fees shall be due and payable within 45 days of receipt of an invoice from Vendor. In the event the District fails to pay the license fees or any other amounts due hereunder when due, upon notice from Vendor, District agrees to immediately cease using the Software and Vendor will have no further obligation to provide any maintenance or support to District.

11. Software Maintenance and Support.

- (a) Vendor shall provide maintenance and support of the Software. Such maintenance and support provides coverage in the form of corrections to remove deficiencies in the Software, as reported to Vendor; ongoing telephone and e-mail support for questions regarding operations of the Software; incorporate/change the Software as necessary for operation including all upgrades and new features; support to District in resolving problems/errors resulting from misuse or hardware/software failure.

- (b) Vendor shall provide at a minimum, quarterly telephone conferences with District to address future growth or modifications to the Software at no cost to the District.

12. Mutual Indemnification. The District agrees to hold harmless, defend, and indemnify Vendor against all actions, claims, or demands for injury, death, loss, or damages, regardless of fault or cause, by anyone whomsoever, including but not limited to: (1) where such injury, death, loss, or damage is due to the acts or omissions of the District, its agents, servants, or employees; and (2) where such injury, death, loss, damage, or claim is a consequence of, or arises in connection with the services provided hereunder except to the extent that such injury, death, loss, damage or claim is the result of the acts or omissions of Vendor or its agents, servants, employees.

Vendor agrees to hold harmless, defend, and indemnify the District against all actions, copyrights, patents infringements, claims, or demands for injury, death, loss, or damages, regardless of fault or cause, by anyone whomsoever, including but not limited to: (i) where such injury, death, loss, or damage is due to the acts or omissions of Vendor, its agents, servants, or employees; and (ii) where such injury, death, loss, damage, or claim is a consequence of, or arises in connection with the services provided hereunder except to the extent that such injury, death, loss, damage or claim is the result of the acts or omissions of the District or its agents, servants, or employees.

13. Continued Performance During Dispute. In the event that a dispute arises between District and Vendor, Vendor expressly agrees to continue to perform its obligations under this Agreement during the pendency of the dispute. Each party agrees to the other that it shall diligently attempt to resolve any disputes which may arise.
14. Default. The failure of either party to comply with any term or condition or fulfillment of any obligation of this Agreement within 15 days after written notice, which specifies the nature of the default with reasonable particularity, shall constitute a default. If the default is of such a nature that it cannot be completely remedied within the 15-day period, the "defaulting party" shall be deemed to have cured the default if it begins correction of the default or failure within the 15-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.
15. Force Majeure. If either party is affected by force majeure it shall immediately notify the other party of the nature and extent thereof. Force majeure means, in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, fire, floods, acts of God, terrorism, national emergency, governmental acts or omissions, beyond the control of either party). Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any force majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly. If the force majeure in question prevails for a continuous period in excess of 30 calendar days, the parties shall enter into good faith discussions with a view to

alleviating its effects, or to agreeing upon such alternative arrangements. (Including termination of this Agreement.)

16. Termination. Both the District and Vendor retain the right to terminate this Agreement for any reason prior to expiration of the term of the Agreement. The District or Vendor may terminate this Agreement by delivering written notice of election to terminate at least 60 days prior to the termination date. In addition, both District and Vendor may terminate this Agreement immediately upon any material default by delivering written notice of election to terminate prior to the termination date. The parties hereby agree that in the event of termination of this Agreement, any and all funds due the Vendor or the District shall be paid by the respective party within 90 days of the date of termination. The annual licensing fee shall be prorated based on the number of months remaining in the year (defined as July 1 through June 30) and effective the month following the 60 days advance notice of termination.
17. Proprietary Rights. District acknowledges that the Software licensed hereunder, and any designs, inventions or ideas provided to Vendor as a result of District's use of the Software, contain valuable trade secrets, proprietary and confidential information which are the unrestricted proprietary rights of Vendor ("Confidential Information"). District agrees that it will not use this Confidential Information in any way not allowed by this Agreement, that it will not disclose this Confidential Information to anyone other than its own employees who require access, that it will maintain and protect the confidentiality of this Confidential Information, and that it will take all necessary and proper precautions to prevent any unauthorized use or disclosure of this Confidential Information. District further agrees that it will not decompile, disassemble or in any manner attempt to reverse engineer the Software, or permit others to do so. Notwithstanding the foregoing, District shall not be liable for use or disclosure of any such Confidential Information if it:
  - (a) is or becomes a part of the public knowledge or literature without breach of this Agreement by District; or
  - (b) is known to District without restriction as to further disclosure when received; or
  - (c) is independently developed by District as demonstrated by written records; or
  - (d) becomes known to District from a third party (other than Illuminate Education) who had a lawful right to disclose it and without breach of its Agreement; or
  - (e) is disclosed to a third party pursuant to the authority of District hereunder; or
  - (f) is required to be disclosed pursuant to any applicable legal requirement or legal process issued by any court or any competent governmental authority or rules or regulations of any relevant regulatory body, including, but not limited to, disclosure under the California Public Records Act.
18. Confidentiality and Security of Student Data. Vendor shall protect the confidentiality of student data. Vendor will take all measures necessary using industry standards to protect

data from any and all unauthorized access. Vendor represents and warrants that it is familiar the provisions of the Federal Education Privacy Rights Act (FERPA) and California Education Code sections 4,75373 through 78, inclusive, and that Vendor will take all measures necessary using industry standards to protect data from any and all unauthorized access to student data and/or unauthorized release of student data. In the event that any unauthorized access or release of student data occurs, Vendor shall take whatever steps are necessary to immediately secure the student data, and advise the District immediately of such unauthorized access. Upon termination of the Agreement, Vendor shall return all student data to the District within 30 days and shall destroy any and all backup copies of said data.

19. Confidentiality. All communications and information obtained from District relating to this Agreement are confidential. The Agreement itself, however, is not confidential. Except as provided in this Agreement, without the prior written consent of an authorized representative of District, Vendor shall neither divulge to, nor discuss with, any third party the data provided by District except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, Vendor shall inform District, in writing, of the nature and reasons for such disclosure. Vendor shall not use any communications or information obtained from District for any purpose other than the performance of this Agreement, without District's written prior consent. Upon termination of the Agreement, Vendor shall return all confidential information received from the District, and District shall return all confidential information received from Vendor, within 30 days and shall destroy any and all backup copies of said confidential information.
20. Waiver. Any waiver of any of the provisions of this Agreement shall not be construed as a waiver of any other provision of this Agreement. Any waiver by either District or Vendor must be in writing signed by the waiving party. Delay or failure to exercise a remedy or right shall not be construed as a waiver of any of the provisions of this Agreement. Any waiver of any provision of this Agreement shall not preclude a party from using any other right or remedy available under this Agreement as cure of any default or for any later default.
21. Time is of the Essence. Time is of the essence of all terms, covenants and conditions of this Agreement and except as otherwise provided herein, all of the terms, covenants and conditions of this Agreement shall apply to, benefit and bind the successors or assigns of the respective parties, jointly and individually.
22. Assignment. Neither party shall sell or assign its rights under this Agreement without the prior written consent of the other party. Consent in one instance shall not prevent this provision from applying to a subsequent instance.
23. Notices. All notices, requests, demands and consents to be made hereunder to the parties hereto shall be in writing and shall be (i) delivered by hand, or (ii) sent by registered mail or certified mail, postage prepaid, return receipt requested, through the United States Postal Service, or (iii) by United Parcel Service or Federal Express overnight delivery, to



the addresses shown below or such other address which the parties may provide to one another in accordance herewith.

To District: Chico Unified School District  
1163 E 7<sup>th</sup> Street  
Chico, CA 95928

To Vendor: Lane Rankin, CEO  
Illuminate Education, Inc.  
60 Bunsen  
Irvine, CA 92618

Either party shall have the right to change the place of giving notices to it by notice given as indicated above.

24. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
25. Good Faith Negotiations and Independent Representation. The parties hereto acknowledge and agree that they have negotiated the terms of this Agreement in good faith and had the opportunity to be represented by independent counsel throughout all negotiations, which preceded the execution of this Agreement.
26. Interpretation: Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.
27. Entire Agreement, Waivers and Amendments. This Agreement is fully integrated and incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations, oral or written, prior and contemporaneous agreements and understandings in connection with this Agreement. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged. Any amendment or modification to this Agreement must be in writing and executed by both parties.
28. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the District and Illuminate Education, Inc., have entered into this Agreement as of the Effective Date.

Dated: **ILLUMINATE EDUCATION, INC.**

By: \_\_\_\_\_  
Lane Rankin, CEO

Dated: **CHICO UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT "A"**

LICENSE APPLIES

All Chico School District Schools

EXHIBIT "B"

**TASK LIST**

<b>Date</b>	<b>Task</b>
March 2012	Initial Implementation Meeting
March / April 2012	Data Conversion and Imports
April / May 2012	District begins using Illuminate DnA system

AGENDA ITEM: **Sherwood Montessori Charter Renewal**

Prepared by: **John Bohannon, Director of Alternative Education**

☐ Consent  
☐ Information Only  
☒ Discussion/Action

Board Date: March 7, 2012

**Background Information**

When a group files a petition to renew its charter school, a school district must hold a public hearing about the renewal petition within 30 days. CUSD received a charter renewal petition for Sherwood Montessori on January 13, 2012. The CUSD Board held a public hearing for the Sherwood Charter renewal on February 1, 2012.

At the public hearing, the CUSD board made several suggestions to Sherwood to improve areas of the petition. Sherwood made the suggested changes, and the changes were approved by the Sherwood board.

The CUSD Charter Committee also met to review the petition. The committee shared concerns regarding Sherwood's low percentage of students scoring proficient and advanced in math. The committee recommends the board adopt the attached resolution requiring Sherwood to maintain the level of student achievement in English Language Arts while making significant improvement in math as part of its recommendation to approve the petition.

**Educational Implications**

Sherwood Montessori offers students in grades K-8 another educational option.

**Fiscal Implications**

Sherwood is a direct funded charter, which means any ADA generated flows to the school and will not come to CUSD.

**Additional Information**

When a charter petition is renewed, Education Code mandates the term of the renewal is for five years.

**Resolution 1170-12**

**RESOLUTION OF THE GOVERNING BOARD  
OF THE CHICO UNIFIED SCHOOL DISTRICT  
APPROVING RENEWAL PETITION SUBMITTED BY SHERWOOD MONTESSORI  
SCHOOL AND WRITTEN FINDINGS IN SUPPORT THEREOF**

**WHEREAS**, by enacting the Charter Schools Act (Ed. Code §§ 47600, *et seq.*), the Legislature has declared its intent to provide opportunities to teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure for the purposes specified therein; and

**WHEREAS**, the Legislature has declared its intent that charter schools are and should become an integral part of the California educational system and the establishment of charter schools should be encouraged, and that charter schools are part of and under the jurisdiction of the Public School System and the exclusive control of the officers of the public schools; and

**WHEREAS**, although charter schools are exempt from many of the laws governing school districts, in return for that flexibility they are accountable for complying with the terms of their charters and applicable law; and

**WHEREAS**, Education Code section 47605(b) charges school district governing boards with the responsibility of reviewing charter petitions to determine whether they meet the legal requirements for a successful charter petition; and

**WHEREAS**, a successful charter petition must contain reasonably comprehensive descriptions of the criteria set forth in Education Code section 47605(b)(5)(A)-(Q), as well as the affirmations and other requirements set forth in Education Code section 47605; and

**WHEREAS**, a governing board may deny a petition to form a charter school if it makes written findings to support any of the following under Education Code section 47605(b): “(1) The charter school presents an unsound educational program for the pupils to be enrolled in the charter school; (2) The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition; (3) The petition does not contain the number of signatures required by [the statute]; (4) The petition does not contain an affirmation of each of the conditions described in subdivision (d); and (5) The petition does not contain reasonably comprehensive descriptions of all of the [criteria set forth in Education Code section 47605(b)(5)(A)-(Q).]”; and

**WHEREAS**, on or about January 13, 2012, the Chico Unified School District received a renewal petition from Sherwood Montessori, a public charter school to serving grades Kindergarten through Eight; and

**WHEREAS**, the Board of Education, under Education Code section 47605(b), is obligated to take action to grant or deny the Petition within 60 days of its submission; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED AND ORDERED** by the Governing Board of the Chico Unified School District that the Petition be Approved for a term of five years, beginning July 1, 2012, with the requirements enumerated below:

1. Academic Growth – Sherwood Montessori’s API scores met the achievement goals set by the state of California. However, the student achievement levels in Mathematics were significantly below Federal Standards and those of schools with similar demographics in CUSD. The percentage of Sherwood students scoring at least proficient on the Math CST test, or on the new assessments developed along with the Common Core, will continue to climb to produce scores consistent with CUSD schools with similar demographics. The Sherwood proficiency scores are listed below along with CUSD demographically similar schools.

	2011 Math	2012	2013	2014	2015
CUSD (gr.2-8)	57.3				
Sherwood	28.8				
Sierra View	76.4				
Shasta	71.4				

Sherwood shall execute a Memorandum of Understanding (MOU) no later than June 30, 2012, containing the above terms, and agreeing to their express incorporation into the charter.

Sherwood must meet all of the performance standards in this resolution. Failure to meet any of the requirements contained in this resolution or MOU will be cause for non-renewal upon the end of the term. Specifically, Sherwood must score at least proficient on the Math CST tests, or the new assessments developed along with the Common Core, at a rate that either meets or exceeds the demographically similar schools in Chico Unified in the prior year to renewal or two of the last three years prior to renewal. Sherwood must also maintain its ELA CST test scores, or the test scores associated with the new assessments developed along with the Common Core, at a rate similar to demographically similar schools in CUSD.

**PASSED AND ADOPTED** on March 7, 2012, by the Governing Board of the Chico Unified School District by the following vote:

AYES:  
NOES:  
ABSTENTIONS:  
ABSENCES:

I declare under penalty of perjury that the foregoing resolution was duly passed and adopted on the date and by the vote stated.

\_\_\_\_\_  
Secretary of the Governing Board for  
CHICO UNIFIED SCHOOL DISTRICT

PROPOSED AGENDA ITEM: 2012-13 (year 15) E-Rate Internal Connections Recommendations

Prepared by: Jason Gregg, Director of Technology

☐ Consent

Board Date March 7, 2012

☐ Information Only

☒ Discussion/Action

### **Background Information**

E-Rate is the commonly used name for the Schools and Libraries Program of the Universal Service Fund, which is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC). Provides discounts to eligible schools and libraries for Telecommunications Services, Internet Access, and Internal Connections. We participate in the E-Rate program every year for telecommunications and Internet access and in the internal connections for schools with a high percentage of students qualifying for free and reduced meals. The discounts and rebates are based on a calculation from the free and reduced meals. We posted two Request for Proposals (RFP) for the 2012-13 E-Rate year for internal connections. They were for Bidwell, Fair View and McManus sites for a calculated discount of 86%. The calculated discounts are the percentage that USAC will cover for eligible services. We have one pending RFP with bids due March 8<sup>th</sup>. The deadline for us to file the grant application to USAC is March 20<sup>th</sup>. We are asking for approval to sign the contract for this RFP as long as the bid is equal to or below the estimated cost of \$250,000 (CUSD matching would be \$35,000). Below is a summary of the projects and projected funding totals.

Internal Connection Projects	Vendor Selected	Project Total	USAC Portion	CUSD Portion
Networking Electronics 86%*	DecoTech	\$ 405,074.00	\$ 348,363.64	\$ 56,710.36
Data Cabling 86%*	KS			
	Communications	\$ 171,500.00	\$ 147,490.00	\$ 24,010.00
Pilot Communication System (Phone, Web conferencing)	RFP Open	\$ 250,000.00	\$ 215,000.00	\$ 35,000.00
	<b>Total</b>	<b>\$ 826,574.00</b>	<b>\$ 710,853.64</b>	<b>\$ 115,720.36</b>

It is the recommendation we select the DecoTech and KS Telecom for internal connections and authority to select vendor for "Pilot Communication System" in the 2012-13 E-Rate year.

### **Educational Implications**

The Bidwell Junior campus is in great need of replacing the network cabling and equipment throughout the site. We have combined Bidwell Junior as an 80% school with AFC/Fair View/CAL and McManus (90%) schools to give us a calculated discount of 86%. These projects for internal connections at all included sites would give the campuses a better, more reliable network and expand wireless (Wi-Fi) access to all included campuses. This would improve accessibility for student and teachers.

### **Fiscal Implications**

These projects will bring \$826,574.00 of infrastructure to CUSD and will cost the district \$115,720.36. The CUSD portion will be paid for by E-Rate rebates from other services we receive (internet and telecommunications). The chance of approval from USAC is very good.

### **Recommendation:**

Approval for business office to sign PO/contracts including the bid due March 8<sup>th</sup> (not to exceed \$250,000) with recommended vendors effective for the 2012-13 E-rate funding year if USAC approves funding.





Administrative Offices 1163 E. Seventh Street Chico, CA 95928-5999  
phone: (530) 891-3000 • fax: (530) 891-3220 • www.ChicoUSD.org

Letter of Agreement  
Chico Unified School District and

DecoTech Systems, Inc.  
(Name of Company)

Pursuant to the terms of Chico Unified School District's RFP # 2012-03 for Network Electronics (Name of Company) DecoTech Systems, Inc.'s response to RFP # 2012-03 dated (mm/dd/yyyy) 01/04/2012, (Name of Company) DecoTech Systems, Inc. will provide the equipment and services per RFP # 2012-03 effective the date of issuance of Chico Unified School District Purchase Order(s).

(Name of Company) DecoTech Systems, Inc. and Chico Unified School District acknowledge that this agreement is for E-Rate eligible products and services, which are contingent on funding by the School and Libraries Division of USAC/FCC and the Chico Unified School District for E-Rate Year 2012 (Year 15), and Chico Unified School District Board of Education approval.

The Chico Unified School District (District) reserves the right to terminate the referenced Request for Proposal (RFP) and all documents associated with the Request for Proposal, including but not limited to this Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The District shall not be responsible for any costs to Bidder prior to termination.

Chico Unified School District

Authorized Representative Signature  
Date: 01/04/2012

Name: Kelly Staley  
Title: Superintendent  
Address: 1163 East Seventh Street  
Chico, CA 95928-5999  
Email: KStaley@chicousd.org  
Phone: (530) 891-1300

DecoTech Systems, Inc.

(Name of Company)

Authorized Representative Signature  
Date: January 10, 2012

Name: Felicia Joubert  
Title: Vice President of Marketing and Sales  
Address: 10481 Grant Line Road, Suite 160  
Elk Grove, CA 95624  
Email: LisaJ@decotech.com  
Phone: 916-346-8686



Administrative Offices: 1163 E. Seventh Street Chico, CA 95928-5999  
phone: (530) 891-3000 • fax: (530) 891-3220 • www.ChicoUSD.org

Letter of Agreement  
Chico Unified School District and

K S Telecom, Inc.  
(Name of Company)

Pursuant to the terms of Chico Unified School District's RFP # 2012-02 for Cabling Infrastructure (Name of Company) K S Telecom, Inc.'s response to RFP # 2012-02 dated (mm/dd/yyyy) 01-21-12, (Name of Company) K S Telecom, Inc. will provide the equipment and services per RFP # 2012-02 effective the date of issuance of Chico Unified School District Purchase Order(s).

(Name of Company) K S Telecom, Inc. and Chico Unified School District acknowledge that this agreement is for E-Rate eligible products and services, which are contingent on funding by the School and Libraries Division of USAC/FCC and the Chico Unified School District for E-Rate Year 2012 (Year 15), and Chico Unified School District Board of Education approval.

The Chico Unified School District (District) reserves the right to terminate the referenced Request for Proposal (RFP) and all documents associated with the Request for Proposal, including but not limited to this Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The District shall not be responsible for any costs to Bidder prior to termination.

Chico Unified School District

Kelly Staley  
Authorized Representative Signature  
Date: \_\_\_\_\_

Name: Kelly Staley  
Title: Superintendent  
Address: 1163 East Seventh Street  
Chico, CA 95928-5999  
Email: KStaley@chicousd.org  
Phone: (530) 891-1300

K S Telecom, Inc.  
(Name of Company)

Ian Vander Linden  
Authorized Representative Signature  
Date: January 13, 2012

Name: Ian Vander Linden  
Title: Vice President of Sales  
Address: P.O. Box 330  
Penryn, CA 95663  
Email: ivl@kstel.com.com  
Phone: (916) 652-4735

## Funding Year 2012-13

Project or Service Description

## Pilot Communication System

Selection Criteria		Weight*
Prices/Charges		25%
Specifications Met		15%
Systems Integration		10%
Annual Support Costs		10%
Warranty		5%
Experience		10%
Client References		5%
Personnel Qualifications		15%
Quote Preparation		5%
Prices		
Vendor Chosen		

Raw Score**		Weighted Score***
		0
		0
		0
		0
		0

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**Vendor Selected: Indicated by X**

Approved By: Jason Gregg

**Title: Director Of Information Technology**

Date: 2/22/2011

**Notes:**

**Percentage weights must add up to 100%. Price must be weighted the heaviest.**

\* Evaluated on a scale of 1 to 5: 1=worst, 5=best.

Weight x Raw Score

**Bid Assessment Comments, if needed:**

PROPOSED AGENDA ITEM: **Report from Team Working on Improving Student Attendance**

Prepared by: **Bob Feaster, Assistant Superintendent, Human Resources**

☐ Consent  
☒ Information Only  
☐ Discussion/Action

Board Date: March 7, 2012

**Background Information**

While CUSD enjoys a relatively high rate of average daily attendance there is always room to improve. The District and CUTA jointly convened a team designed to explore ways to improve student attendance. The team is comprised of teachers, school counselors, principals, District Office administrators and other District Office staff, parents, targeted case managers, attendance clerks, a representative from the District Attorney's Office, community members, a member of the CUSD Board of Education and the President of CUTA. This team has met several times and discussed and researched issues that impact student attendance. We have dealt with issues such as:

- The new "Attention 2 Attendance" software used by CUSD
- The impact of student attendance in early grades on attendance in later grades
- School to home communications
- Attendance incentive programs
- ADA recovery programs
- SARB and truancy process
- Intervention programs at the elementary and secondary levels
- How our alternative education programs work to improve attendance

The team will report to the Board of Education the work that has been done in the areas noted above. The team will also look for input and feedback from the Board as it continues to meet on this topic.

**Educational Implications**

Clearly improved attendance has a positive impact on student achievement along with the sense of belonging to the school. Improving attendance also reduces the need for teachers and other staff to review and re-teach materials when students are absent and need to get "caught up". Improved attendance helps improve student learning and provides for a more efficient learning environment.

**Fiscal Implications**

The amount of revenue limit funds that the District receives from the State is directly tied to student attendance. Improved student attendance can and will improve the District's income.

AGENDA ITEM: **Resolution 1168-12/ Release/Non-Reelection of Temporary Certificated Employees**

Prepared by: **Bob Feaster, Assistant Superintendent, Human Resources**

☐ Consent  
☐ Information Only  
☒ Discussion/Action

Board Date: March 7, 2012

**Background Information**

Each year the District employs "temporary" certificated staff. Certificated staff members can be employed under this "temporary" status for various reasons per Education Code including short term positions, long term positions based on the need for additional employees because of leave or illness of another employee and for categorically funded programs. Per Education Code 44954, the District is required to notify such "temporary" certificated staff members on or before March 15 if they are to be released or non-re-elected at the end of the current school year. Approving this resolution will initiate the process of notifying all such "temporary" certificate staff members that their services will not be needed after the end of the current school year.

**Educational Implications**

This will provide the District with needed flexibility to staff appropriately for the 2012-2013 school year given issues such as staff requesting and coming back off of leaves of absence and adjustments needed for changes in enrollment and funding.

**Fiscal Implications**

Little or none at this point as many of these positions will likely be filled next school year but this provides needed flexibility for current certificated staff returning from leave and any enrollment changes.

Resolution No. 1168-12

CHICO UNIFIED SCHOOL DISTRICT  
Release/Non-Reelection of Temporary  
Certificated Employees

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

**WHEREAS**, certain employees hired in a temporary capacity by the District *may* retain certain employment protections even though these employees are unable to accrue permanent status in the manner of probationary employees (such employees are otherwise referred to as having "Probationary 0" status); and

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

1. The employees listed in Exhibit "A" are temporary employees of the District employed in a position requiring certificated qualifications and each such employee shall be released/non-relected at the end of the 2011/12 school year for the 2012/13 school year.
2. The Superintendent or designee is authorized and directed to give notice to each affected employee of this decision. Notice shall be given:
  - a. in the manner required by law; and
  - b. in conformity with the mandated timeline.

**THE RESOLUTION** was passed and adopted by the Board at a special meeting held on the 7<sup>th</sup> day of March, 2012, by the following roll call vote;

AYES:

NOES:

ABSENT:

Signed and approved by me after its passage.

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

ATTEST:

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

**Exhibit A**  
**To Resolution No. 1168-12**

Listed by Employee Number:

12231	10113	10453
1036	2863	11920
12122	3914	2510
1092	11925	2563
12127	2524	2604
10468	10296	10672
11047	10603	11318
11039	10272	3796
11893	11614	2715
11984	11886	6598
1311	6431	3432
10408	3637	8517
10795	11519	11341
10551	11351	3723
12031	3996	12196
11924	2228	1619
3516	11914	11241
11998	11862	1435
11380	11811	3084
11628	3841	12063
5317	12128	3232
11842	11891	2350
12057	2063	11720
3556	10256	3326
11473	3789	12044
		10342

AGENDA ITEM: **Resolution 1169-12/ Non-Reelection of Probationary Certificated Employees**

Prepared by: **Bob Feaster, Assistant Superintendent, Human Resources**

☐ Consent  
☐ Information Only  
☒ Discussion/Action

Board Date: March 7, 2012

**Background Information**

Per Education Code 44929, school districts are able to non-reelect probationary certificated staff without cause during their probationary period. The District is electing to non-reelect several probationary certificated employees. These employees will serve in their current capacities for the remainder of the 2011/12 school year.

**Educational Implications**

None.

**Fiscal Implications**

Little, if any, as the positions will likely be replaced next school year.



**CHICO UNIFIED SCHOOL DISTRICT**

**Non-Reelection of Probationary  
Certificated Employees**

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

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

1. The employees listed on Exhibit A were employed by the District as probationary certificated employees for the 2011/2012 school year and shall not be reelected as certificated employees of the District for the coming 2012/2013 school year.
2. The Superintendent, or designee, is authorized and directed to give notice to each affected employee of this decision. Notice shall be given:
  - a. in the manner required by law; and
  - b. in conformity with the mandated timeline.

**THIS RESOLUTION** was passed and adopted by the Board at a special meeting held on the 7th day of March 2012, by the following roll call vote:

AYES:  
NOES:  
ABSENT:

Signed and approved by me after its passage.

---

President of the Board

ATTEST:

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Clerk of the Board

**Exhibit A**  
**Resolution No. 1169-12**

**Employee Number: 10494**

**Employee Number: 3588**

**Employee Number: 12059**

**Employee Number: 2193**

**Employee Number: 11806**

AGENDA ITEM: **Resolution 1171-12/ Release of Certificated Management and Supervisory Employee for the 2012/2013 School Year**

Prepared by: **Bob Feaster, Assistant Superintendent, Human Resources**

☐ Consent  
☐ Information Only  
☒ Discussion/Action

Board Date: March 7, 2012

**Background Information**

California Education Code 44951 provides that unless a certificated employee holding a position requiring an administrative or supervisory credential is notified by March 15 that he/she may be released from his/her position for the following school year, he/she shall be continued in such position. The District has such an employee who oversees programs supported by grant and State funding that is very uncertain for the 2012/13 school year. Given that circumstance, the District needs to notify that employee that he/she will be released from that position at the end of the current school year. Should the funding picture change, we will maintain this position and bring the individual back.

**Educational Implications**

This will provide the District with needed flexibility to staff appropriately for the 2012-2013 school year. The loss of the program would have significant impacts on the students of the District. District staff members have been involved in efforts to convince legislators and others at the State level to maintain the current funding level for the 2012/13 school year for the program.

**Fiscal Implications**

Little or none at this point as the position is currently funded entirely from categorical funds and if the funds are not available we will not have this position.

**Resolution No. 1171-12**

**CHICO UNIFIED SCHOOL DISTRICT  
Release of Certificated Management and Supervisory Employee  
for the 2012/2013 School Year**

**WHEREAS**, California Education Code section 44951 provides that unless a certificated employee holding a position requiring an administrative or supervisory credential is notified by March 15 that he/she may be released from his/her position for the following school year, he/she shall be continued in such position; and

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

1. The person listed on Exhibit "A" has been employed by the District during the 2011/2012 school year in management or supervisory positions and shall be released from their management/supervisory positions for the succeeding 2012/2013 school year and, in accordance with their statutory seniority, reassigned to a non-management or non-supervisory position.
2. The Superintendent, or designee, is authorized and directed to give notice to each affected employee of this decision. Notice shall be given:
  - a. in the manner required by law; and
  - b. in conformity with the mandated timeline.

**THIS RESOLUTION** was passed and adopted by the Board at a special meeting held on the 7th day of March, 2012, by the following call vote:

AYES:  
NOES:  
ABSENT:

Signed and approved by me after its passage.

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

ATTEST:

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

**EXHIBIT "A"**  
**To Resolution No. 1171-12**

**PERSON EMPLOYED DURING THE 2011/2012 SCHOOL YEAR  
IN MANAGEMENT OR SUPERVISORY POSITION TO BE RELEASED**

**Employee Number: 2292**