

# **CUSD Board of Education**

## **Regular Meeting Agenda**

**Chico City Council Chambers**

**August 15, 2012**

**CLOSED SESSION – 5:00 P.M.**

**REGULAR BOARD MEETING – 6:00 P.M.**



## **Board Members**

**Dr. Andrea Lerner Thompson, President**

**Elizabeth Griffin, Vice President**

**Eileen Robinson, Clerk**

**Dr. Kathleen Kaiser, Member**

**Jann Reed, Member**

**Kelly Staley, Superintendent**

**This Agenda is Available at:  
Chico Unified School District**

**1163 E. 7<sup>th</sup> Street**

**Chico, CA 95928**

**(530) 891-3000**

**Or Online at:**

**[www.chicousd.org](http://www.chicousd.org)**

**Posted: 08/10/12**

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).

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

Regular Meeting – August 15, 2012

Closed Session – 5:00 p.m.

Regular Session – 6:00 p.m.

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

## **AGENDA**

### **1. CALL TO ORDER**

- 1.1. Public comment on closed session items

### **2. CLOSED SESSION**

#### **2.1. Liability Claim**

Claimant: Barnhart

#### **Attending:**

Kelly Staley, Superintendent

Bob Feaster, Asst. Superintendent

Maureen Fitzgerald, Asst. Superintendent

Dave Scott, Asst. Superintendent

#### **2.2. Update on Labor Negotiations**

Employee Organizations:

CUTA

CSEA, Chapter #110

Representatives:

Kelly Staley, Superintendent

Bob Feaster, Asst. Superintendent

Maureen Fitzgerald, Asst. Superintendent

Dave Scott, Asst. 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
- 3.3. Flag Salute

### **4. SUPERINTENDENT'S REPORT AND RECOGNITION**

### **5. ITEMS FROM THE FLOOR**

### **6. REPORTS FROM EMPLOYEE GROUPS REGARDING NEGOTIATIONS**

- 6.1. CSEA
- 6.2. CUMA
- 6.3. CUTA
- 6.4. District

### **7. CONSENT CALENDAR**

#### **7.1. GENERAL**

- 7.1.1. Consider Approval of Minutes of Regular Session on July 18, 2012
- 7.1.2. Consider Approval of Items Donated to the Chico Unified School District
- 7.1.3. Consider Approval of Update on 2011-2012 Major Fund Raising Requests

#### **7.2. EDUCATIONAL SERVICES**

- 7.2.1. Consider Approval of the Consultant Agreement with Chico Creek Dance Centre to teach four days per week on a rotating schedule between six elementary sites in the After School Program

- 7.2.2. Consider Approval of the Consultant Agreements (30) with the Rural Teacher Pathway Students to work in the After School programs at various sites
- 7.2.3. Consider Approval of the Consultant Agreement with Chico Area Recreation and Park District (CARD) to provide Recreation Directors/Leaders and Enrichment Teachers and Supplies for the After School Program
- 7.2.4. Consider Approval of the Consultant Agreement with the Boys and Girls Club of the North Valley to provide services as part of the 21<sup>st</sup> CCLC and Title I Intervention programs
- 7.2.5. Consider Approval of the Consultant Agreement with Bernard Vigallon to provide services for the Readiness and Emergency Management for Schools (REMs) Grant
- 7.3. BUSINESS SERVICES
  - 7.3.1. Consider Approval of Accounts Payable Warrants
  - 7.3.2. Consider Approval of Notice of Completion – Site Work for New Classroom Building (Phase 2) at Pleasant Valley High School
- 7.4. HUMAN RESOURCES
  - 7.4.1. Consider Approval of Certificated Human Resources Actions
  - 7.4.2. Consider Approval of Classified Human Resources Actions
- 8. **DISCUSSION/ACTION CALENDAR**
  - 8.1. EDUCATIONAL SERVICES
    - 8.1.1. Information: CUSD Opening of School Activities for 2012-2013 (David Scott)
  - 8.2. BUSINESS SERVICES
    - 8.2.1. Information: Project Update 2012 (Michael Weissenborn)
    - 8.2.2. Discussion/Action: Attention2Attendance (A2A) Service Agreement (Maureen Fitzgerald)
  - 8.3. HUMAN RESOURCES
    - 8.3.1. Discussion/Action: Approval of Resolution #1187-12 Elimination of Classified Services and Ordering Layoffs in the Classified Service for the 2012-2013 School Year (Bob Feaster)
    - 8.3.2. Discussion/Action: Approval of Resolution #1188-12 To Allow Junior High Teachers with a Single Subject Credential to Teach Outside their Credential Area Based on Appropriate Coursework (Bob Feaster)
    - 8.3.3. Discussion/Action: Approval of Resolution #1189-12 To Allow a Credentialed Teacher to Teach Any Single Subject Class based on Appropriate Coursework (Bob Feaster)
    - 8.3.4. Discussion/Action: Approval of Resolution 1190-12 To Allow Teachers with a Multiple Subject Credential to Teach a Specific Subject Below Grade 9 (Bob Feaster)
- 9. **ITEMS FROM THE FLOOR**
- 10. **ANNOUNCEMENTS**
- 11. **ADJOURNMENT**

---

MINUTES

---

**1. CALL TO ORDER**

At 5:00 p.m. Board President Thompson called the meeting to order at the Chico City Council Chambers, East Fourth and Main Streets and announced the Board was moving into Closed Session.

Present: Thompson, Griffin, Robinson, Kaiser, Reed

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.

**2. CLOSED SESSION****2.1. Conference with Legal Counsel****Anticipated Litigation**

Significant exposure to litigation pursuant to Government Code §54956.9(b) (one case)

**Attending:**

Kelly Staley, Superintendent  
Bob Feaster, Asst. Superintendent  
Maureen Fitzgerald, Asst. Superintendent  
Michael Weissenborn, Director  
Julie Kistle, Construction Manager  
Addison Covert, Attorney at Law

**2.2 Update on Labor Negotiations**

Employee Organizations

Representatives

CUTA  
CSEA, Chapter #110  
Kelly Staley, Superintendent  
Bob Feaster, Assistant Superintendent  
Maureen Fitzgerald, Assistant Superintendent

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

Per Government Code §54957

Title: Assistant Superintendent, Educational Services

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

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

**3.2 Closed Session Announcements**

Board President Thompson announced the Board had been in Closed Session and there was nothing to report; however, they had not completed discussion of all items and would return to closed session after the regular meeting was adjourned.

**3.3 Flag Salute**

At 6:04 p.m. Board President Thompson led the salute to the Flag.

**4. HONORING OF RETIREES**

At 6:05 p.m. Assistant Superintendent Feaster recognized retiree Elizabeth Lavezzi for 23 years of service with CUSD.

**5. SUPERINTENDENT'S REPORT**

At 6:06 p.m. The Superintendent's Award was presented to Jack and Darian Sterling for their continued fundraising efforts in support of CUSD schools. Superintendent Staley noted that due to a scheduling conflict, Master Farshad Azad and several Fair View High School students would be presenting information on the Rock Solid Teens program later in the evening as part of the Superintendent's Report.

**6. ITEMS FROM THE FLOOR**

At 6:09 p.m. there were no items from the floor.

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

At 6:10 p.m. the Board received reports from employee groups regarding negotiations from Bob Feaster for the District, Susie Cox for CSEA, and Kevin Moretti for CUTA.

**8. CONSENT CALENDAR**

At 6:21 p.m. Board President Thompson asked if anyone would like to pull a Consent Item for further discussion. CSEA President Cox and Parent Representative Sturgis requested that Item 8.1.2. be pulled. Board Vice President Griffin moved to approve the remaining Consent Items; seconded by Board Clerk Robinson.

**8.1. GENERAL**

8.1.1. The Board approved the Minutes of the Regular Session on June 20, 2012, and Special Session on June 26, 2012.

8.1.2. This item was pulled for further discussion.

<b>Donor</b>	<b>Item</b>	<b>Recipient</b>
CSU, Chico, School of Education	\$50.00	Rosedale TWI Elementary
Anonymous	\$200.00	Rosedale TWI Elementary
Willard Anthony Watts, dba Zev2Go	Electric Vehicle @ \$12,000.00	Chico Unified

**8.2. EDUCATIONAL SERVICES**

8.2.1. The Board approved the Field Trip Request for Chico High School FFA Students to Attend the National FFA Convention in Indianapolis, IN from 10/23/12 to 10/27/12

8.2.2. The Board approved the Consultant Agreement with Learning for Living, Inc. to Provide a Two-Day Training for the Breaking Down the Walls Program at Pleasant Valley High School

8.2.3. The Board approved the Consultant Agreement with John Siebal to Provide Prevention/Intervention Work with Staff and Students at Pleasant Valley and Fair View High Schools

8.2.4. The Board approved the Consultant Agreement with Foley Jones and Associates to Provide Assistance in the Management of the 21<sup>st</sup> Century and ASES After School Programs

8.2.5. The Board approved the Consultant Agreement with Gutierrez Law Group to Provide Legal Counsel Regarding Special Education Services

8.2.6. The Board approved the Quarterly Report on Williams Uniform Complaints

8.2.7. The Board approved the Special Education Non-Public School Placements

**8.3 BUSINESS SERVICES**

8.3.1. The Board approved the Accounts Payable Warrants

8.3.2. The Board approved the Nutrition Services Bids for 2012-2013 School Year

**8.4 HUMAN RESOURCES**

**8.4.1. The Board approved the following Certificated Human Resources Actions**

<b><u>Name/Employee #</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Comment</u></b>
<b><u>Temporary Appointments 2012/13</u></b>			
Andaya, Myra	Elementary	2012/13	1.0 FTE Temporary Appointment
Azevedo, Kathryn	Elementary	2012/13	1.0 FTE Temporary Appointment
Bell-Corona, Amanda	Elementary	2012/13	1.0 FTE Temporary Appointment
Biertuempfel, Christy	Elementary	2012/13	0.4 FTE Temporary Appointment
Bonacich, Nick	Elementary	2012/13	1.0 FTE Temporary Appointment
Brown, Carrie	Elementary Counselor	2012/13	0.8 FTE Temporary Appointment
Callas, Christine	Secondary	2012/13	1.0 FTE Temporary Appointment
Cano, Leo	Elementary Counselor	2012/13	1.0 FTE Temporary Appointment

## MINUTES

Collins, Dana	Elementary	2012/13	1.0 FTE Temporary Appointment
Cooley, Mark	Secondary	2012/13	1.0 FTE Temporary Appointment
Erwin, Alexander	Secondary	2012/13	0.4 FTE Temporary Appointment
Ford, Greg	Secondary	2012/13	0.4 FTE Temporary Appointment (in addition to current .6 FTE permanent assignment)
Goloff, Mary	Secondary	8/16/12-12/21/12	0.8 FTE Temporary Appointment
Hankins, Elizabeth	Secondary	2012/13	1.0 FTE Temporary Appointment
Herrera, Dolores	Elementary Counselor	2012/13	1.0 FTE Temporary Appointment
Hudson, Erica	Elementary	2012/13	0.7 FTE Temporary Appointment
Jaime-Arellano, Mauricio	Secondary	2012/13	0.4 FTE Temporary Appointment
Lasagna, A. Stacey	Elementary Counselor	2012/13	0.6 FTE Temporary Appointment
Ledwith, Alexey	Secondary	2012/13	1.0 FTE Temporary Appointment
Long, Michelle	Secondary	2012/13	0.6 FTE Temporary Appointment (in addition to current .4 FTE temporary assignment)
Lowther, Erin	Elementary	2012/13	1.0 FTE Temporary Appointment
Thayer, Kathyleen	Secondary	2012/13	0.2 FTE Temporary Appointment (in addition to current .8 FTE permanent assignment)
Wardlow, Matthew	Secondary	2012/13	1.0 FTE Temporary Appointment
<b><u>Probationary Appointments 2012/13</u></b>			
Allemandi, Jessica	Special Education	2012/13	1.0 FTE Probationary Appointment
Newman, Rebekah	Special Education	2012/13	1.0 FTE Probationary Appointment
<b><u>Leave Requests 2012/13</u></b>			
Kehoe, Brian	Elementary	2012/13	0.5 FTE Personal Leave

**8.4.2. The Board approved the following Classified Human Resources Actions**

<b><u>ACTION NAME</u></b>	<b><u>CLASS/LOCATION/ASSIGNED HOURS</u></b>	<b><u>EFFECTIVE</u></b>	<b><u>COMMENTS/PRF #/ FUND/RESOURCE</u></b>
<b>APPOINTMENTS</b>			
Bell-Corona, Denise	LT Cafeteria Satellite Manager/BJHS/4.0	7/9/2012-8/17/2012	Amend LT Summer Feeding Program Position
Bingham, Debera	LT Cafeteria Satellite Manager/Chapman/4.0	7/9/2012-8/17/2012	Amend LT Summer Feeding Program Position
Evans, Kim	LT Cafeteria Satellite Manager/BJHS/4.0	7/9/2012-8/17/2012	Amend LT Summer Feeding Program Position
John, Chris	LT Cafeteria Satellite Manager/Citrus/4.0	7/9/2012-8/17/2012	Amend LT Summer Feeding Program Position
Smith, Tina	LT Cafeteria Satellite Manager/CJHS/4.0	7/9/2012-8/17/2012	Amend LT Summer Feeding Program Position
<b>LAYOFFS TO RE-EMPLOYMENT</b>			
Anderson, Sheila	Parent Classroom Aide-Restricted/Citrus/3.0	7/6/2012	Lack of Funds
Burkett, Alisha	Parent Classroom Aide-Restricted/McManus/3.0	7/6/2012	Lack of Work
Chavez, Susana	Parent Classroom Aide-Restricted/Citrus/2.0	7/6/2012	Lack of Funds
Lawson, Cherie	Parent Classroom Aide-Restricted/Neal Dow/3.0	7/6/2012	Lack of Funds

**MINUTES****LEAVES OF ABSENCE**

Anderson, Tyson	IA-Special Education/Hooker Oak/6.0	8/20/2012-12/13/2012	Per CBA 5.12
Davies, Rachel	IPS-Classroom/Parkview/3.0 & 3.0	8/20/2012-2/20/2013	Per CBA 5.12
Doak, Jared	IPS-Healthcare/Loma Vista/6.0	8/20/2012-2/20/2013	Per CBA 5.12
LuAllen, Terri	Cafeteria Satellite Manager/Emma Wilson/6.9	5/3/2012-12/1/2012	Per CBA 5.1

**RESIGNATION/TERMINATION**

Anderson, Mary	Administrative Aide to Superintendency/Business Services/8.0	7/31/2012	PERS Retirement End LT Summer Feeding Program Position
Drouillard, Patsylee	LT Cafeteria Assistant/Chapman/1.5	7/8/2012	STRS Retirement
Herring-Reiner, Rebecca	Instructional Assistant/LCC/4.0	5/24/2012	PERS Retirement
Jones, Scott	Director-Fiscal Services/Business Services/8.0	6/30/2012	PERS Retirement
Martin, Diane	Accounting Technician/Business Services/8.0	6/30/2012	Voluntary Resignation
McCall, Constance	IPS-Hearing Impaired/Deaf/PVHS/6.0	8/15/2012	PERS Retirement
Scott, Barbara	Sr Office Assistant/CHS/8.0	6/4/2012	

**(Consent Vote)**

AYES: Thompson, Griffin, Robinson, Reed, Kaiser

NOES: None

ABSENT: None

**9. DISCUSSION/ACTION CALENDAR****ITEMS REMOVED FROM CONSENT FOR FURTHER DISCUSSION****8.1.2. Consider Approval of Items Donated to the Chico Unified School District**

At 6:21 p.m. CSEA President Cox and Parent Representative Sturgis questioned where the donated electric vehicle would be used. Superintendent Staley noted that Transportation would decide the best use for the vehicle. Board Member Kaiser moved to approve the Items Donated to the Chico Unified School District; seconded by Board Vice President Griffin.

AYES: Thompson, Griffin, Robinson, Reed, Kaiser

NOES: None

ABSENT: None

**9.1. EDUCATIONAL SERVICES****9.1.1. Discussion/Action: Elementary Student Support Program Update**

At 6:26 p.m. Assistant Superintendent Scott provided background information on previous funding for the Elementary Student Support programs and introduced Coordinator Scott Lindstrom who presented various levels of staffing and funding proposals. Parent Representative Sturgis and Teacher Linda Serrato voiced support for funding the programs. Board Member Kaiser moved to approve Plan C, with a report due to the Board in January on both the effectiveness of the measures that can be assessed and an assessment of budgetary assets that might be utilized, if necessary; seconded by Board Vice President Griffin.

AYES: Thompson, Griffin, Robinson, Reed, Kaiser

NOES: None

ABSENT: None

**9.1.2. Discussion/Action: Approval of New Board Policy 6170.1, Transitional Kindergarten**

At 7:03 p.m. Director Joanne Parsley presented an overview of new Board Policy 6170.1, Transitional Kindergarten and addressed questions. Board Clerk Robinson suggested added wording regarding the important of attendance. Board Member Reed moved to approve new Board Policy 6170.1 with the



## MINUTES

addition of “and developing patterns of positive attendance” to the last sentence of the last paragraph; seconded by Board Member Kaiser.

AYES: Thompson, Griffin, Robinson, Reed, Kaiser

NOES: None

ABSENT: None

At 7:17 p.m. Board President Thompson introduced Master Farshad Azad, who provided an overview of the “Rock Solid Teens” program and introduced participating students.

At 7:30 p.m. Board President Thompson called for a break

At 7:40 p.m. Board President Thompson called the meeting back to order.

**9.2. BUSINESS SERVICES**

**9.2.1. Discussion/Action: Grant of Non-Exclusive Easements at Chico High School and Chico Junior High School to California Water Service Company**

At 7:40 p.m. Director Michael Weissenborn presented background information and addressed questions. Board Clerk Robinson moved to grant authorization to the Superintendent or her designee to execute the deeds of non-exclusive easements at Chico High School and Chico Junior High School to the California Water Service Company; seconded by Board Vice President Griffin.

AYES: Thompson, Griffin, Robinson, Reed, Kaiser

NOES: None

ABSENT: None

**9.2.2. Discussion/Action: Site Work and Construction for Inspire Facilities at Chico High School Campus**

At 8:00 p.m. Director Michael Weissenborn presented background information and addressed questions. After discussion, Board Member Kaiser moved to direct staff to work with Chico High and Inspire staff regarding the continued housing of Inspire on the Chico High School campus for two years. Staff are to conduct an assessment of the suitability of the location of Inspire, review funding responsibilities, and review contractual obligations between the District and Inspire; seconded by Board Clerk Robinson. The Board also directed Chico High and Inspire Principals to present information gathered from staff, parents, and students regarding concerns and perceptions about Inspire remaining on the Chico High campus at a September Board workshop.

AYES: Thompson, Griffin, Robinson, Reed, Kaiser

NOES: None

ABSENT: None

**9.3. HUMAN RESOURCES**

**9.3.1. Discussion/Action: Approval of a Variable Term Waiver Request for an Early Childhood Special Education Certificate for Certificated Special Education Employees Cari McWilliams and Rebekah Newman**

At 9:04 p.m. Assistant Superintendent Feaster presented information and addressed questions. Board Vice President Griffin moved to approve the Variable Term Waiver Requests; seconded by Board Member Kaiser.

AYES: Thompson, Griffin, Robinson, Reed, Kaiser

NOES: None

ABSENT: None

**10. ITEMS FROM THE FLOOR**

At 9:07 p.m. there were no items from the floor.

**11. ANNOUNCEMENTS**

At 9:08 p.m. Board Member Kaiser encouraged attendance at the Ice Cream Social at Schubert's on Tuesday, July 24 from 5:00pm-7:00pm.

---

MINUTES12. **ADJOURNMENT**

At 9:09 p.m. Board President Thompson announced the open session of the meeting was adjourned and the board was moving back into closed session.

At 10:29 p.m. Board President Thompson called the meeting to order and announced that during Closed Session, the Board had unanimously agreed to terminate the contract with the architectural firm providing design solutions for locating Inspire School of Arts and Sciences on the Chapman Elementary school campus and unanimously approved placing the Assistant Superintendent, Educational Services, on the existing CUMA salary schedule.

At 10:30 p.m. Board President Thompson announced the meeting was adjourned.

:mm

APPROVED:

---

Board of Education

---

Administration

## DONATIONS/GIFTS

7.1.2.

Page 1 of 1

Donor	Item	Recipient
Becky Reimers	\$300.00	Chico High / Ag Farm
Chuck Patterson	\$5,000.00	Pleasant Valley High / Athletics

**MAJOR FUND RAISING REQUESTS REPORT - 2011-2012**7.1.3.  
Page 1 of 1

<b>School</b>	<b>Activity</b>	<b>Date/Time</b>	<b>Estimated Net Profit</b>
BJHS	ASB Magazine Drive	10/3/11 - 6/30/11	20,000.00
BJHS	Cookie Dough Sales	3/1/12 - 6/30/12	6,300.00
CHS	Ice Cream Truck Sales	9/1/11 - 6/1/12	15,000.00
CHS	Twirps Dance	11/3/11 - 11/10/11	9,000.00
CHS	Letter Campaign	9/7/11 - 5/31/12	8,000.00
CHS	Coupon Card Sales	2/21/12 - 3/2/12	8,400.00
CHS	Prom Ticket Sales	4/11-21/12	10,000.00
CHS	Discount Card Sales	5/8-17/12	7,000.00
CJHS	ASB Magazine Drive	9/1/11 - 6/30/12	22,500.00
CJHS	Cookie Dough Sales	3/1/12 - 6/30/12	6,300.00
Emma Wilson	Wrapping Paper, Gifts	9/20/11 - 10/3/11	10,000.00
Emma Wilson	Cookie Dough Sales	10/20/11 - 11/4/11	5,000.00
Emma Wilson	Carnival/Silent Auction	10/27/2011	7,000.00
Emma Wilson	Jog-a-thon	3/1/12 - 5/18/12	13,000.00
McManus	Red Apple Gifts & Cookie Dough	10/13/11 - 10/27/11	5,500.00
McManus	Jog-a-thon	5/4/12 - 5/4/12	6,500.00
MJHS	ASB Magazine Drive	8/1/11 - 6/30/12	22,500.00
Neal Dow	Wog-a-thon	4/13/2012	10,000.00
PVHS	Merchant Card Sales	8/8/11 - 8/31/11	10,500.00
PVHS	Discount Card Sales	2/15/12 - 2/29/12	6,500.00
Shasta	Cookie Dough Sales	10/17/11 - 12/15/11	22,500.00

**PROPOSED AGENDA ITEM:** Chico Creek Dance Centre

Prepared by: Janet Brinson

☒ Consent

Board Date 8/15/12

☐ Information Only

☐ Discussion/Action

**Background Information**

(1) instructor to be paid by Chico Creek Dance Theatre to teach 4 days per week on a rotating schedule between (6) Elementary School Sites in the ASES/ 21st Century Learning Center After School Program (Chapman, Citrus, McManus, Neal Dow, Parkview and Rosedale).

**Education Implications**

To offer a fun, physical activity that is age appropriate to the 1-6th grade student. Dance has shown to be a great form of physical exercise as well a a creative enrichment activity.

**Fiscal Implications**

This position will be funded from the ASES Grant.

**Additional Information**

Business Services Use Only
CA# _____
V# _____

### CONSULTANT AGREEMENT

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

☒ On File (click to view) ☐ Attached

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

☒ On File (click to view) ☐ Attached

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

**Name:** Chico Creek Dance Centre  
**Street Address/POB:** 1144 West 1st Street  
**City, State, Zip Code:** Chico, CA 95928  
**Phone:** 530-893-9028  
**Taxpayer ID/SSN:** 94-3334332

This agreement will be in effect from: 08/20/12 to 05/30/12

**Location(s) of Services:** (site) Chapman, Citrus, McManus, Neal Dow, Parkview, Rosedale-rotating schedule

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

(1) instructor to be paid by CCDC to teach M-Th on a rotating schedule between the schools mentioned above in 5-6 week cycles, from 3:30 to 5:30 each day at 40.00 per class for 142 classes.

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

To offer a fun, physical activity that is age appropriate to the 1-6th grade student. Dance has shown to be a great form of physical exercise as well as a creative enrichment activity.

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

- 1) ASES  
2)  
3)

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

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	6010	0	1032	1000	5800	14	5706700
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)

\$ 40.00 Per Unit, times 142.00 # Units = \$ 5,680.00 **Total for Services**

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

9. **Additional Expenses:**

\$  
\$  
\$

**Total for**  
0.00 **Addit'l Expenses**

**\$ 5,680.00 Grand Total**

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

(to be completed by Business Services)

**CONSULTANT TERMS AND CONDITIONS**

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

Consultant Name:

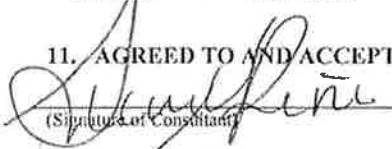
Business Services Use Only

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

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

1. The Consultant will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Consultant Agreement. Consultant shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Consultant's employees.
2. Consultant shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page 1 of this Agreement.
3. In the performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.
4. If applicable, the Consultant will certify in writing, using Administration Form #3515.6, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
5. Consultant agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Consultant's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Consultant, and/or the Consultant's employee or agents.
6. Consultant will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the District.
7. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
8. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become, applicable to Consultant, Consultant's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.
9. The District will determine whether the Consultant will be paid by vendor check as a Consultant or payroll check as a Contract Employee (with taxes withheld) by reviewing the completed Certificate of Independent Consultant Agreement (a blank sample may be viewed at [http://www.chicousd.org/\\_dept/business/documents/Consultant\\_Agreement.pdf](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) (Print Name) (Date) 8/8/12

**12. RECOMMENDED:**

 \_\_\_\_\_  
(Signature of Originating Administrator) (Print Name) (Date) 8/8/12

**13. APPROVED:**

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

**APPROVED:**

☐

Consultant

☐

Contract Employee

\_\_\_\_\_  
(Signature of District Admin.-Business Services) (Print Name) (Date)

**14. Authorization for Payment:**

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

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

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

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

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

## **Rural Teacher Pathway Students**

### **PROPOSED AGENDA ITEM:**

**Prepared by: Janet Brinson**



Consent

Board Date August 15, 2012



Information Only



Discussion/Action

### **Background Information**

As part of a continuing collaboration with CUSC, Butte College and Butte County Office of Education, CUSD will employ Teacher Rural Pathway students in the ASES/21<sup>st</sup> Century After School programs. This will be the second year of this collaborative partnership.

### **Educational Implications**

Chico Unified School District, CS Chico, Boys & Girls Club and Butte College are collaborative partners for a Teaching Pathways grant sponsored by CSUC. The grant provides at-risk students an opportunity to ultimately obtain a teaching credential via a “fast track” process. This process involves summer sessions at Butte College as well as classes during the regular school year. B&G Club, CUSD and BCOE, as grant partners, have agreed to hire these students in their after school programs. This way the students will receive some income while attending school. Each of the following students will sign an individual consultant agreement (see attached example) and assigned to various ASES/21<sup>st</sup> CCLC school sites for the 2012-13 school year: Robert Aguilar, Jeremiah Ballez, Kayla Brymer, Carolin Campos, Cody Clark, Dryce Elsey, Sador Fitsum, Sierra Gonzalez, Maylee Gurr, Shaquaya Henry, Heriberto Hernandez, Kylee Jensen, Ashley Morfin, Maria Mojica, Roger Mojica, Isaac Munoz, Deedra Nott, Amalia Perez, Mara Perez, Juana Ramirez, Crystal Rodriguez, Fam Saechao, Andrea Sanchez, Mario Suastegui, Delha Tucker, Tim Wellman, Heather White, Anastasia Whittington, Jessica Wilson, Jazzlyn Zepeda

### **Fiscal Implications**

There are no fiscal implications to the general fund.



Mandatory Instructions  
(click to view)

CA#

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

### CONSULTANT AGREEMENT

1. A completed BS10a. "Certificate of Independent Consultant Agreement" guideline is:  
☐ On File (click to view) ☒ Attached if not on file
2. A completed W9 "Request for Taxpayer Identification Number and Certification" form is:  
☐ On File (click to view) ☒ Attached if not on file

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

**Name:** Amalia Perez  
**Street Address/POB:** 555 E. 3rd Ave., Apt. J  
**City, State, Zip Code:** Chico, CA 95973  
**Phone:** XXXXXXXXXX  
**Taxpayer ID/SSN:** XXXXXXXXXX

This agreement will be in effect from: 08/20/12 to: 06/30/13

Location(s) of Services:

Various Chico Unified School District sites, Biggs, Gridley, Oroville and Paradise

3. **Scope of Work to be performed: (attach separate sheet if necessary)**  
 Students from the Chico Rural Teacher Pathway program will be hired as college tutors and assigned to various ASES/21st Century school sites.
4. **Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant Services:**  
 To meet the goals of the 21st Century programs through collaborative partnerships and educational support for students.
5. **Funding/Programs Affected: (corresponding to accounts below)**
  - 1) ASES After School Program
  - 2)
  - 3)

6.	Pct. (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Site	Manager
1)	100	01	6010	0	1031	1000	5800	670	6700
2)									
3)									

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

8. **Payment to Consultant:** For services actually rendered and supported by Consultant initiated invoices, the District will pay consultant not to exceed the payment criteria as follows:

\$ 30.00      Per Unit, times 200.00      #Units =      \$ 6,000.00      **Total for Services**

9. **Additional Expenses**

Less Eleven Percent Administrative Fees	\$ -660.00		Total of Additional
Pay rate: \$30.00 per day for 200 days	\$	\$ -660.00	Expenses
		\$ 5,340.00	<b>Grand Total</b>

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

## CONSULTANT TERMS AND CONDITIONS

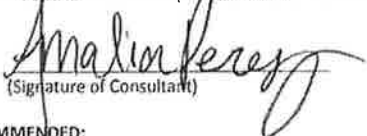
(Applicable, unless determined to be Contract Employee-See BS 10a)

CA#

**Consultant Name:** Amalia Perez

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.chicoused.org/documents/BUSINESS/Consultant\\_Agreement/BS\\_10a\\_11\\_04\\_rev.pdf](http://www.chicoused.org/documents/BUSINESS/Consultant_Agreement/BS_10a_11_04_rev.pdf). IRS publication SWR 40 and IRS Ruling 87-41 will assist in determining the payment method applied to this Agreement.
10. Consultant shall provide an original invoice to the Originating Administrator. Consultant shall be paid within 30 days of receipt of invoice and authorization of payment forwarded to the CUSD Accounts Payable department along with the original invoice.
11. Either party may terminate this agreement, with or without cause, upon 30 days' written notice to the other. Vendor shall be paid for work actually performed as of the date of receipt of such notice.

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

  
(Signature of Consultant)

Amalia Perez

(Printed Name)

Date

3/3/2012

**13. RECOMMENDED:**

  
(Signature of Originating Administrator)

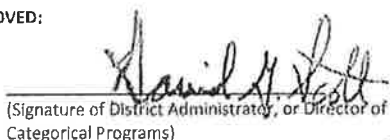
Janet Brinson, Director

(Printed Name)

Date

8/8/12

**14. APPROVED:**

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

Dave Scott, Director

(Printed Name)

Date

8-8-12

**APPROVED**

  
(Signature of District Admin, Business Services)



Consultant



Contract Employee

Peter VanBuskirk

(Printed Name)

Date

8/8/12

### 15. Authorization for Payment:

CHECK REQUIRED (Invoice to accompany payment request):



Partial Payment through: \_\_\_\_\_

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:** Chico Area Recreation and Park District (CARD)

**Prepared by:** Janet Brinson

☒ Consent

**Board Date** 8/15/12

☐ Information Only

☐ Discussion/Action

**Background Information**

CARD partners with Chico Unified School District to implement the federal grant, 21st Century Community Learning Center, (21st CCLC) as approved at Chapman, Citrus, McManus, Neal Dow, Parkview and Rosedale elementary schools. Additional funding from the State through the After School Education and Safety (ASES) grant will allow Chico unified, along with CARD to provide trained and supervised recreation and enrichment teachers and supplies for the 2012-2013 school year.

**Education Implications**

The goal of the 21st CCLC and ASES programs is to increase student achievement in reading, language arts and mathematics and provide a safe and healthy environment conducive to learning.

**Fiscal Implications**

None to the General Fund.

Mandatory Instructions  
(click to view)

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

Business Services Use Only  
CA# \_\_\_\_\_  
V# \_\_\_\_\_

### CONSULTANT AGREEMENT

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

☒ On File (click to view) ☐ Attached

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

☒ On File (click to view) ☐ Attached

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

**Name:** Chico Area Recreation District (CARD)  
**Street Address/POB:** 555 Vallambrosa Avenue  
**City, State, Zip Code:** Chico, CA 95926  
**Phone:** 530-895-4711  
**Taxpayer ID/SSN:** 94-11156263

This agreement will be in effect from: 08/01/12 to 06/30/13

**Location(s) of Services:** (site) Chapman, Citrus, McManus, Neal Dow, Parkview and Rosedale

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

Subject to the availability of resources, CARD will provide trained and supervised Recreation Directors/Leaders & Enrichment Teachers and CARD supplies for the 2012-2013 school year. Administrative costs will not exceed 10%.

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

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

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

- 1) After School Education and Safety Program (ASES)  
2)  
3)

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

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	6010	0	1032	1000	5800	14	674
2)							5800	14	
3)							5800	14	

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

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

\$ 57,562.50 Per Unit, times 10.00 # Units = \$ 575,625.00 **Total for Services**

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

9. **Additional Expenses:**

\$  
\$  
\$

**Total for**  
**Addit'l Expenses**  
0.00

\$ 575,625.00 **Grand Total**

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

(to be completed by Business Services)

**CONSULTANT TERMS AND CONDITIONS**

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

Consultant Name:

Business Services Use Only
CA# _____
V# _____

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

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

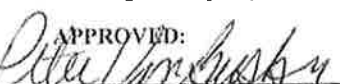
	Steve Visconti, General Manager	<u>8/8/2012</u>
(Signature of Consultant)	(Print Name)	(Date)

12. **RECOMMENDED:**

	Janet Brinson, Director Education Services	<u>8/8/12</u>
(Signature of Originating Administrator)	(Print Name)	(Date)

13. **APPROVED:**

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

	<input checked="" type="checkbox"/> Consultant <input type="checkbox"/> Contract Employee	<u>8/8/12</u>
(Signature of District Admin.-Business Services)	Peter VanBuskirk (Print Name)	(Date)

14. **Authorization for Payment:**

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

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

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

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

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

**PROPOSED AGENDA  
ITEM:**

**Boys and Girls Club of the North Valley**

**Prepared by: Janet Brinson**

☒

Consent

Board Date August 15, 2012

☐

Information Only

☐

Discussion/Action

**Background Information**

The Boys and Girls Club of the North Valley (B & G Club) partners with Chico Unified School District to implement the 21<sup>st</sup> Century After School Program and Title I Intervention programs on the Fair View High and Alternative Education campus for 7<sup>th</sup> to 12<sup>th</sup> grade students. The B & G Club provides an academic program to implement the state and federal grants per the requirements of the grant. For the duration of this consultant agreement, B & G Club will be paid at the rate of \$208.00 per day for a maximum of 179 days.

**Educational Implications**

The goal is to increase student achievement in language arts and math and increase the amount of school-to-work opportunities for Alt Ed students in a safe and healthy environment conducive to learning.

**Fiscal Implications**

There are no fiscal implications to the general fund.

Mandatory Instructions  
(click to view)

CA#

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

### CONSULTANT AGREEMENT

1. A completed BS10a. "Certificate of Independent Consultant Agreement" guideline is:  
☐ On File (click to view)      ☒ Attached if not on file
2. A completed W9 "Request for Taxpayer Identification Number and Certification" form is:  
☐ On File (click to view)      ☒ Attached if not on file

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

**Name:** Boys & Girls Club of the North Valley  
**Street Address/POB:** 601 Wall Street  
**City, State, Zip Code:** Chico, CA 95926  
**Phone:** 530-899-0335  
**Taxpayer ID/SSN:** 68-02948-46

This agreement will be in effect from: 08/20/12 to: 06/30/13

Location(s) of Services:

Fair View High and Alternative Education Campus

3. **Scope of Work to be performed: (attach separate sheet if necessary)**  
 To provide academic enrichment, leadership training and recreation activities as part of the 21st CCLC and Title I Intervention programs on the Fair View High and Alternative Education campus. The program will serve up to 40 students, grades 7 thru 12, on a daily basis, Monday thru Friday.
4. **Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant Services:**  
 Increase student achievement in language arts and math. Increase the amount of school-to-work opportunities for Alt Ed students and provide a safe and healthy environment conducive to learning.
5. **Funding/Programs Affected: (corresponding to accounts below)**
  - 1) 21st CCLC
  - 2) Title I
  - 3)

6.	Pct. (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Site	Manager
1)	50	01	4124	0	1039	1000	5800	670	6700
2)	50	01	3010	0	1110	1000	5800	670	6700
3)									

7. Is there an impact to the General Fund, Unrestricted funding?      ☐ Yes      ☒ No
8. **Payment to Consultant:** For services actually rendered and supported by Consultant initiated invoices, the District will pay consultant not to exceed the payment criteria as follows:

\$ 208.00      Per Unit, times 179.00      #Units =      \$ 37,232.00      **Total for Services**

**9. Additional Expenses**

Note: 179 days @ rate of \$208.00 per day

\$  
\$

\$ 0.00

\$ 37,232.00

Total of Additional

Expenses

**Grand Total**

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

**CONSULTANT TERMS AND CONDITIONS**

(Applicable, unless determined to be Contract Employee-See BS 10a)

CA#

**Consultant Name:** Boys & Girls Club of the North Valley

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 I 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/documents/BUSINESS/Consultant\\_Agreement/BS\\_10a\\_11\\_04\\_rev.pdf](http://www.chicousd.org/documents/BUSINESS/Consultant_Agreement/BS_10a_11_04_rev.pdf). IRS publication SWR 40 and IRS Ruling 87-41 will assist in determining the payment method applied to this Agreement.
10. Consultant shall provide an original invoice to the Originating Administrator. Consultant shall be paid within 30 days of receipt of invoice and authorization of payment forwarded to the CUSD Accounts Payable department along with the original invoice.
11. Either party may terminate this agreement, with or without cause, upon 30 days' written notice to the other. Vendor shall be paid for work actually performed as of the date of receipt of such notice.

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

  
(Signature of Consultant)

Joe Hejl  
(Printed Name)

8/8/2012  
Date

**13. RECOMMENDED:**

  
(Signature of Originating Administrator)

Dave McKay, Principal  
(Printed Name)

8/8/12  
Date

**14. APPROVED:**

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

Janet Brinson, Director  
(Printed Name)

8/8/12  
Date

**APPROVED:**

  
(Signature of District Admin, Business Services)

☒ Consultant ☐ Contract Employee

Peter VanBuskirk  
(Printed Name)

8/8/12  
Date

**15. Authorization for Payment:**

CHECK REQUIRED (Invoice to accompany payment request):

☐ Partial Payment through: \_\_\_\_\_ 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)



AGENDA ITEM: Consultant Agreement with Bernard Vigallon

**Prepared by:** **Janet Brinson, Director**

☒

Consent

Board Date August 15, 2012

☐

Information Only

☐

Discussion/Action

**Background Information**

Pursuant to the Readiness and Emergency Management for Schools (REMS) grant, specific procedures are required regarding vulnerability reviews, table-top simulations, evacuation procedures and collaboration with local fire and police departments. Mr. Vigallon will work 90.5 days at a daily rate of \$342.76 for the duration of this consultant agreement.

**Educational Implications**

Throughout the preparation and completion of the REMS grant, overall community awareness, law enforcement collaboration and implementation of policies and procedures for student safety will increase.

**Fiscal Implications**

None to the General Fund.

Mandatory Instructions  
(click to view)

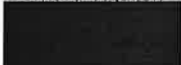

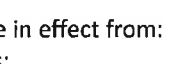
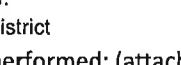
CA#

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

### CONSULTANT AGREEMENT

1. A completed BS10a. "Certificate of Independent Consultant Agreement" guideline is:  
☐ On File (click to view)      ☒ Attached if not on file
2. A completed W9 "Request for Taxpayer Identification Number and Certification" form is:  
☐ On File (click to view)      ☒ Attached if not on file

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

Name: Bernard Vigallon  
 Street Address/POB:   
 City, State, Zip Code:   
 Phone:   
 Taxpayer ID/SSN: 

This agreement will be in effect from: 08/20/12 to: 06/30/13

Location(s) of Services:  
Chico Unified School District

3. Scope of Work to be performed: (attach separate sheet if necessary)  
 To coordinate and implement the specific requirements for the Readiness and Emergency Management for Schools (REMS) grant: vulnerability reviews; table top simulations; collaboration with fire and police and evacuation procedures.
4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant Services:  
 Completion of all required goals of the REMS grant.

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

- 1) Readiness and Emergency Management for Schools
- 2)
- 3)

6.	Pct. (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Site	Manager
1)	100	01	5821	0	1110	1000	5800	670	6700
2)							5800		
3)							5800		

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

8. Payment to Consultant: For services actually rendered and supported by Consultant initiated invoices, the District will pay consultant not to exceed the payment criteria as follows:

\$ 342.76      Per Unit, times 90.50      #Units =      \$ 31,019.78      Total for Services

#### 9. Additional Expenses

Eleven Percent Administrative Costs @	\$ 3,412.20	Total of Additional
\$342.76 per day for 90.5 days	\$	Expenses
	\$ 3,412.20	
	\$ 34,431.98	Grand Total

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

**CONSULTANT TERMS AND CONDITIONS**


(Applicable, unless determined to be Contract Employee-See BS 10a)

CA#

**Consultant Name:** Bernard Vigallon

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 I 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'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/documents/BUSINESS/Consultant\\_Agreement/BS\\_10a\\_11\\_04\\_rev.pdf](http://www.chicousd.org/documents/BUSINESS/Consultant_Agreement/BS_10a_11_04_rev.pdf). IRS publication SWR 40 and IRS Ruling 87-41 will assist in determining the payment method applied to this Agreement.
10. Consultant shall provide an original invoice to the Originating Administrator. Consultant shall be paid within 30 days of receipt of invoice and authorization of payment forwarded to the CUSD Accounts Payable department along with the original invoice.
11. Either party may terminate this agreement, with or without cause, upon 30 days' written notice to the other. Vendor shall be paid for work actually performed as of the date of receipt of such notice.

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

  
(Signature of Consultant)

Bernard Vigallon

(Printed Name)

Date

8/7/12

**13. RECOMMENDED:**

  
(Signature of Originating Administrator)

Janet Brinson, Director

(Printed Name)

Date

8/7/12

**14. APPROVED:**

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

Dave Scott, Director

(Printed Name)

Date

8-8-12

**APPROVED:**

  
(Signature of District Admin, Business Services)

☐

Consultant

☒

Contract Employee

Peter VanBuskirk

(Printed Name)

Date

8/8/12

**15. Authorization for Payment:**

CHECK REQUIRED (Invoice to accompany payment request):

☐

Partial Payment through: \_\_\_\_\_

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: Pete Van Buskirk, Director, Fiscal Services

---

☒ Consent

Board Date 8/15/12

---

☐ Information Only

☐ Discussion/Action

Background Information

Warrants in the amount of \$2,436,118.54 for the period of July 11, 2012 through August 8, 2012 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**

August 14, 2012  
Accounts Payable Warrants

FUND #:	FUND DESCRIPTION:	AMOUNT
01	General Fund	\$2,089,926.05
09	Charter Schools: ISAS	\$50,487.41
13	Nutrition Services	\$10,395.71
25	Capital Fac. FD-State Cap	\$11,523.30
27	1998 SRB (2008 Sale P&I)	\$262,239.22
42	Special Reserve RDA City Pass Through	\$11,546.85
<b>TOTAL WARRANTS TO BE APPROVED:</b>		<b>\$2,436,118.54</b>

CC Maureen Fitzgerald, Assistant Superintendent, Business Services

CC Pete VanBuskirk, Director of Fiscal Services

**TITLE: Notice of Completion – Site Work for New Classroom Building (Phase 2) at Pleasant Valley High School**

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

Date: August 15, 2012

**Prepared by: *Michael Weissenborn, Director of Facilities & Construction***

**Background information**

On May 16, 2012, the Board of Education approved the Site Work for the New Classroom Building (Phase 2) at Pleasant Valley High School. The project was successfully completed on July 31, 2012.

**Educational Implications**

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

**Fiscal Implications**

This project was funded with Measure A bond funds.

**Additional Information**

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

**Recommendation**

It is requested that the Board of Education authorize the Assistant Superintendent, Business Services to approve and execute the Notice of Completion for Site Work for the New Classroom Building (Phase 2) at Pleasant Valley High School.

WHEN RECORDED MAIL TO:

Maureen Fitzgerald  
Asst. Supt. Business Services  
Chico Unified School District  
1163 East Seventh Street  
Chico, California 95928-5999

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

DSA FILE NO. 4-H2  
DSA APPL NO. 02-112184  
PROJECT NO. 09-2506.20

**NOTICE OF COMPLETION**

1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.
2. The FULL NAME of the OWNER is **CHICO UNIFIED SCHOOL DISTRICT.**
3. The FULL ADDRESS of the OWNER is **1163 EAST SEVENTH STREET, CHICO, CALIFORNIA, 95928-5999.**
4. The NATURE OF THE INTEREST or ESTATE of the undersigned is : **IN FEE**
5. A work of improvement on the property hereinafter described was COMPLETED on **July 31, 2012** and accepted by the Chico Unified School District on **August 15, 2012.**
6. The work of improvement completed is described as follows: **FURNISHING OF ALL LABOR, MATERIALS AND SERVICES FOR SITE WORK FOR CLASSROOM BUILDING (PHASE 2) AT PLEASANT VALLEY HIGH SCHOOL FOR THE CHICO UNIFIED SCHOOL DISTRICT, CHICO, BUTTE COUNTY, CALIFORNIA.**
7. The BROWARD BUILDERS, INC. for such work of improvement is **1200 E. KENTUCKY AVENUE, WOODLAND, CA 95776**
8. The street address of said property is:  
  
**1475 EAST AVENUE, CHICO, CA 95926**
9. The property on which said improvement was completed in the **CITY OF CHICO, COUNTY OF BUTTE, STATE OF CALIFORNIA**, and described as follows:

**ASSESSORS PARCEL NUMBERS: 015-490-001-000**

Date: \_\_\_\_\_ Signature of Owner or agent of owner \_\_\_\_\_  
Asst. Supt. Business Services

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

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

\_\_\_\_\_  
Asst. Supt. Business Services

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

7.4.1.  
Page 1 of 3

August 15, 2012

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

Name	Assignment	Effective	Comment
<b><u>Temporary Appointment(s) 2012/13</u></b>			
Allen, Joanna	Psychologist	2012/13	0.1 FTE Temporary Appointment (in addition to current .9 FTE permanent assignment)
Brubaker, Katlin	Secondary	2012/13	0.4 FTE Temporary Appointment
Camacho, M. Nayeli	Elementary	2012/13	0.7 FTE Temporary Appointment
Carlsen, Kyle	Elementary	2012/13	1.0 FTE Temporary Appointment
Dickman, Kelsey	Secondary	2012/13	0.2 FTE Temporary Appointment
Erwin, Alexander	Secondary	2012/13	0.4 FTE Temporary Appointment (in addition to current .4 FTE temporary assignment)
Goloff, Mary	Secondary	2012/13	0.2 FTE Temporary Appointment (in addition to current .8 FTE temporary assignment)
Hoe, Tonja	Psychologist	2012/13	0.45 FTE Temporary Appointment
Kidd, Debbie	Secondary	2012/13	1.0 FTE Temporary Appointment
Lee, Linda	Psychologist	2012/13	0.4 FTE Temporary Appointment
Petlock, Kenneth	Secondary	2012/13	0.4 FTE Temporary Appointment
Redkey, Chase	Secondary	2012/13	0.4 FTE Temporary Appointment (in addition to current .4 FTE temporary assignment)
Ross, Carli	Secondary	2012/13	1.0 FTE Temporary Appointment
Schreiber, Shannon	Elementary	2012/13	1.0 FTE Temporary Appointment
Stager, Linda	Psychologist	2012/13	0.35 FTE Temporary Appointment (in addition to current .65 FTE permanent assignment)
Weis, John	Elementary PE	2012/13	0.6 FTE Temporary Appointment
<b><u>Probationary Appointments 2012/13</u></b>			
Ahumada, Jill	Special Education	2012/13	1.0 FTE Probationary Appointment
Archer, Susan	Special Education	2012/13	1.0 FTE Probationary Appointment
Brandt, Holly	Special Education	2012/13	1.0 FTE Probationary Appointment
Kelley, Michelle	Elementary Librarian	2012/13	1.0 FTE Probationary Appointment
Maples, Michelle	Special Education	2012/13	1.0 FTE Probationary Appointment
Mathews, Jordan	Special Education	2012/13	0.4 FTE Probationary Appointment
Merritt-Cudney, Jacy	Special Education	2012/13	1.0 FTE Probationary Appointment



### Leave Requests 2012/13

Coombe, Kelly	Secondary	2012/13	0.2 FTE Child Leave
Parker, Julie	School Nurse	2012/13	0.1 FTE Personal Leave

### Resignations

Daugherty, Maggie	Special Education	7/19/2012	Resignation
-------------------	-------------------	-----------	-------------

### Coaching Appointments 2012/13

<u>EMPLOYEE</u>	<u>SPORT</u>	<u>SCHOOL</u>	<u>SEASON</u>
Aird, James	Varsity Swim	Chico High	Fall
Alvistur, Jason	Varsity Football	Chico High	Fall
Ardrey, Chris	Varsity Girls Basketball	Chico High	Spring
Barnum, Andy	Varsity Boys Golf	Chico High	Winter
Batchelder, John	Varsity Assistant Swim	Chico High	Fall
Becker, Jason	Frosh/Soph Cross Country	Pleasant Valley High	Spring
Berg, Charles	Varsity Assistant Swim	Pleasant Valley High	Spring
Bishop, Roy	Freshman Football	Chico High	Fall
Boles, Liana	Varsity Girls Tennis	Chico High	Fall
Boles, Liana	Frosh/Soph Girls Basketball	Chico High	Spring
Boles, Skylar	Varsity Boys Tennis	Chico High	Winter
Borg, Mike	Frosh/Soph Assistant Girls Track	Chico High	Winter
Bruchler, Kirk	Frosh/Soph Baseball	Chico High	Winter
Bruchler, Kirk	Varsity Boys Basketball	Chico High	Spring
Burkett, Chelsea	Freshman Volleyball	Chico High	Fall
Campfield, Stanley	Frosh/Soph Assistant Girls Track	Pleasant Valley High	Spring
Carlisle, Anthony	Frosh/Soph Girls Basketball	Pleasant Valley High	Winter
Carlsen, Kyle	Freshman Assistant Football	Pleasant Valley High	Spring
Carmody, Ted	Varsity Assistant Boys Track	Pleasant Valley High	Spring
Carr, Jeff	Frosh/Soph Football	Pleasant Valley High	Spring
Carton, Robert	Frosh/Soph Assistant Football	Chico High	Fall
Carton, Robert	Varsity Baseball	Chico High	Winter
Catalano, Linda	Frosh/Soph Girls Track	Chico High	Fall
Chandler, Kelly	Freshman Girls Basketball	Chico High	Spring
Claverie, Monique	Freshman Volleyball	Pleasant Valley High	Winter
Colwes, Curtis	Frosh/Soph Football	Chico High	Fall
Cooke, Brad	Varsity Ski/Snowboard	Chico High	Spring
Cooley, Mark	Varsity Football	Pleasant Valley High	Spring
Crawford, David	Varsity Boys Golf	Pleasant Valley High	Fall
Dering, Joriah	Freshman Boys Basketball	Chico High	Spring
Doty, Matthew	Frosh/Soph Girls Soccer	Chico High	Fall
Doyle, Patrick	Freshman Assistant Football	Chico High	Fall
Edson, Dale	Varsity Girls Track	Chico High	Fall
Farrell, Aaron	Freshman Girls Basketball	Pleasant Valley High	Winter
Fegley, Thomas	Varsity Girls Golf	Pleasant Valley High	Spring
Feingold, Scott	Frosh/Soph Boys Basketball	Pleasant Valley High	Winter
Feingold, Scott	Varsity Girls Tennis	Pleasant Valley High	Winter
Flenner, Ryan	Varsity Boys Soccer	Chico High	Fall
Flory, Bill	Varsity Girls Track	Pleasant Valley High	Spring
Ford, Greg	Varsity Boys Tennis	Pleasant Valley High	Fall
Girt, Kevin	Varsity Cross Country	Chico High	Fall
Girt, Kevin	Frosh/Soph Boys Track	Chico High	Fall
Glennen, Melanie	Frosh/Soph Assistant Boys Track	Chico High	Fall
Godinez, Mary Carmen	Varsity Boys Volleyball	Chico High	Fall

Haley, Bill	Freshman Assistant Football	Pleasant Valley High	Spring
Haley, Bill	Frosh/Soph Baseball	Pleasant Valley High	Fall
Howell, Pete	Varsity Assistant Girls Track	Pleasant Valley High	Spring
Jackson, Pam	Frosh/Soph Girls Track	Pleasant Valley High	Spring
Jackson, Sterling	Varsity Boys Track	Pleasant Valley High	Spring
Johnson, Chuck	Varsity Girls Volleyball	Chico High	Fall
Johnson, Stephanie	Varsity Hockey	Pleasant Valley High	Spring
Keating, Tim	Varsity Boys Basketball	Pleasant Valley High	Winter
Kemp, Rich	Frosh/Soph Assistant Football	Chico High	Fall
Kemp, Rich	Varsity Boys Track	Chico High	Fall
Keyawa, Deanna	Frosh/Soph Hockey	Chico High	Fall
Lockhart, Christine	Varsity Swim	Pleasant Valley High	Spring
Mathews, Jordan	Frosh/Soph Wrestling	Chico High	Spring
Miller, Michael	Varsity Assistant Football	Chico High	Fall
Mitchell, John	Varsity Girls Volleyball	Pleasant Valley High	Winter
Mitchell, John	Varsity Boys Volleyball	Pleasant Valley High	Spring
Morris, Joe	Frosh/Soph Softball	Pleasant Valley High	Fall
Najera, Merced	Frosh/Soph Girls Soccer	Pleasant Valley High	Fall
Olsen, Gayle	Varsity Cross Country	Pleasant Valley High	Spring
Parker, Ryan	Varsity Assistant Cross Country	Chico High	Spring
Parker, Sarah	Varsity Girls Soccer	Pleasant Valley High	Fall
Pollak, Darcy	Varsity Hockey	Chico High	Fall
Quist, Robert	Varsity Assistant Boys Track	Chico High	Fall
Reyna, Sal	Frosh/Soph Softball	Chico High	Fall
Reynolds, Robert	Varsity Girls Basketball	Pleasant Valley High	Winter
Rollins, Keith	Varsity Wrestling	Chico High	Spring
Ross, Carli	Frosh/Soph Girls Volleyball	Pleasant Valley High	Winter
Rutherford, Emily	Frosh/Soph Hockey	Pleasant Valley High	Spring
Salado, Randi	Varsity Girls Golf	Chico High	Fall
Salado, Randi	Varsity Softball	Chico High	Fall
Seibert, Chris	Freshman Boys Basketball	Pleasant Valley High	Winter
Sheley, Chuck	Varsity Assistant Girls Track	Chico High	Fall
Silva Brett	Varsity Girls Soccer	Pleasant Valley High	Fall
Simmons, Abe	Frosh/Soph Boys Basketball	Chico High	Spring
Simon, Russell	Frosh/Soph Assistant Boys Track	Pleasant Valley High	Fall
Souza, Ron	Varsity Assistant Football	Pleasant Valley High	Spring
Souza, Ron	Varsity Baseball	Pleasant Valley High	Fall
Stanley, Kristi	Frosh/Soph Boys Track	Pleasant Valley High	Spring
Stein, Randy	Varsity Ski/Snowboard	Pleasant Valley High	Winter
Stephens, Paul	Frosh/Soph Cross Country	Chico High	Fall
Tallerico, Tony	Freshman Football	Pleasant Valley High	Spring
Tallerico, Tony	Varsity Softball	Pleasant Valley High	Fall
Valdez, John	Varsity Wrestling	Pleasant Valley High	Winter
Vought, Mike	Varsity Boys Soccer	Pleasant Valley High	Spring
Whitcomb, Thomas	Varsity Assistant Cross Country	Chico High	Fall
Wiggins, John	Varsity Assistant Football	Pleasant Valley High	Spring
Wisdom, Kevin	Varsity Assistant Football	Chico High	Fall
Yartz, Darren	Frosh/Soph Wrestling	Pleasant Valley High	Winter
Yost-Bremm, Jesse	Frosh/Soph Assistant Football	Pleasant Valley High	Spring

**CHICO UNIFIED SCHOOL DISTRICT**  
**1163 E. 7<sup>th</sup> STREET**  
**CHICO, CA 95928-5999**

7.4.2.  
Page 1 of 2

DATE: AUGUST 15, 2012

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
<b>APPOINTMENTS</b>			
Apalit, Jr, Victor	Campus Supervisor/CJHS/1.0	8/20/2012	Vacated Position/328/ General/0000
Bucher, Sarah	IPS-Healthcare/Chapman/6.0	8/20/2012	Vacated Position/286/ Special Ed/6501
Carter, Barbara	Sr Office Assistant/CHS/8.0	8/20/2012	Vacated Position/333/ General/0000
Casebeer, Charlotte	IPS-Healthcare/LCC/6.0	8/20/2012	New Position/323/ Special Ed/6500
Dale, Savanah	IPS-Healthcare/Citrus/3.5	8/20/2012	New Position/319/ Special Ed/6500
Dickson, Christina	IPS-Healthcare/Loma Vista/6.0	8/20/2012	Vacated Position/320/ Special Ed/6500
Dixon, Constance	LT IPS-Healthcare/Rosedale/3.5	8/20/2012- 12/20/2012	During Absence of Incumbent/313/ Special Ed/6500
Esquerra, Cynthia	Cafeteria Assistant/PVHS/3.9	8/20/2012	Existing Position/Nutrition/5310
Floyd, Heather	IPS-Classroom/Hooker Oak/2.5	8/20/2012	Vacated Position/321/ Special Ed/6501
Gaffney, Amy	Cafeteria Assistant/MJHS/2.8	8/20/2012	Vacated Position/304/ Nutrition/5310
Hughes, Charlotte	Substitute Assignment Clerk/Receptionist/Human Resources/5.0	8/13/2012	Existing Position/2/ General/0000
John, Christen	Cafeteria Assistant/Rosedale/3.0	8/20/2012	Vacated Position/6/ Nutrition/5310
Johnson, Janet	Instructional Assistant/LCC/4.0	7/25/2012	Vacated Position/302/ Categorical/3010
Johnson, Stephanie	IPS-Healthcare/Parkview/6.0	8/20/2012	Vacated Position/311/ Special Ed/6500
Kirkland, Catherine	Cafeteria Assistant/Shasta/2.0	8/20/2012	Vacated Position/262/ Nutrition/5310
Ludlow, Rachel	IPS-Healthcare/Loma Vista/6.0	8/20/2012	Vacated Position/322/ Special Ed/6500
Magpusao, Shannon	Campus Supervisor/BJHS/2.0	8/20/2012	Vacated Position/336/ General/0000
Marshburn, Tami	Instructional Assistant/Marigold/3.4	7/25/2012	In Lieu of Layoff
Mino, Mary	Parent Classroom Aide-Restr/Sierra View/2.0	8/20/2012	Vacated Position/278/ Categorical/7090
Montenegro, Rocio	School Office Manager/Parkview/8.0	8/1/2012	Vacated Position/292/ General/0000
Myers, Kayla	IPS-Classroom/Hooker Oak/3.0	8/20/2012	Vacated Position/318/ Special Ed/0000

*Classified Human Resources Actions, con't*

Nemat-Nasser, David	Custodian/CHS/8.0	7/23/2012	Vacated Position/275/ General/0000
Partain, Kendra	IPS-Healthcare/LCC/6.0	7/24/2012	In Lieu of Layoff/316/ Special Ed/6500
Pinckney, Monica	Licensed Vocational Nurse/BJHS/5	8/20/2012	New Position/312/ Special Ed/6500
Samuels, Gary	Sr Grounds Worker/M & O/8.0	7/30/2012	Vacated Position/293/ General/0000
Treuel, Toby	Campus Supervisor/FVHS/8.0	8/20/2012	Vacated Position/285/ General/0000

LAYOFF TO RE-EMPLOYMENT

Beam, David	IA-Special Education/PVHS/4.0	7/25/2012	Lack of Funds
Casebeer, Charlotte	IA-Special Education/Chapman/5.0	7/25/2012	Lack of Funds
Hassett, Debra	Cafeteria Assistant/CHS/0.9	7/25/2012	Lack of Work
Jones, Brett	Instructional Assistant/Rosedale/1.5	7/25/2012	Lack of Work
Jordan, Ellen	IA-Special Education/McManus/3.5	7/25/2012	Lack of Funds
Lausten, Carrie	Instructional Assistant/McManus/3.4	7/25/2012	Lack of Work
Mitchel, Carol	IA-Special Education/Neal Dow/2.0	7/25/2012	Lack of Funds
Osen, Mariah	IA-Elementary Guidance/Sierra View/2.0	7/25/2012	Lack of Funds
Partain, Kendra	IA-Special Education/McManus/5.4	7/24/2012	Lack of Work
Phompong, Phompak	IA-Elementary Guidance/Neal Dow/2.0	7/25/2012	Lack of Funds

RESIGNATION/TERMINATION

Koll, David	Director-Classified Human Resources/Personnel Commission/8.0	7/6/2012	Voluntary Resignation
Laughlin, Brooke	IPS-Classroom/Emma Wilson/3.0	6/1/2012	Voluntary Resignation
Newman, Walter	Custodian/CHS/8.0	7/9/2012	PERS Retirement
Young, Michael	Custodian/Neal Dow/8.0	7/31/2012	PERS Retirement

RESIGNED ONLY THIS POSITION

Bucher, Sarah	IPS-Healthcare/Loma Vista/4.0	8/19/2012	Increase in Hours
Carter, Barbara	Sr Office Assistant/BJHS/2.5	8/19/2012	Increase in Hours
Carter, Barbara	Sr Office Assistant/CJHS/2.0	8/19/2012	Voluntary Resignation
Dale, Savannah	IPS-Healthcare/Sierra View/2.0	8/19/2012	Increase in Hours
Esquerra, Cynthia	Cafeteria Assistant/PVHS/3.1	8/19/2012	Increase in Hours
Gaffney, Amy	Cafeteria Assistant/Rosedale/3.0	8/19/2012	Increase in Hours
Hughes, Charlotte	Substitute Assignment Clerk/Receptionist/Human Resources/4.0	8/12/2012	Increase in Hours
John, Christen	Cafeteria Assistant/Emma Wilson/2.0	8/19/2012	Increase in Hours
Johnson, Janet	Instructional Assistant/Citrus/2.8	7/24/2012	Voluntary Resignation
Magpusao, Shannon	Campus Supervisor/BJHS/1.0	8/19/2012	Increase in Hours
Montenegro, Rocio	Targeted Case Manager-Bilingual/McManus/4.0	7/31/2012	Transfer w/Increased Hours
Montenegro, Rocio	Office Assistant Elementary Attendance/Parkview/4.0	7/31/2012	Voluntary Resignation
Smith, Alice	IA-Special Education/Neal Dow/3.0	7/17/2012	Voluntary Resignation
Treuel, Toby	Campus Supervisor/BJHS/2.0	8/19/2012	Increase in Hours
Treuel, Toby	Campus Supervisor/CJHS/1.0	8/19/2012	Voluntary Resignation
Watson, Valya	Sr Library Media Assistant/CJHS/1.0	8/5/2012	Voluntary Resignation

**AGENDA ITEM:** CUSD Opening of School Activities for 2012-2013

**Prepared by:** Dave Scott, Assistant Superintendent Educational Services

☐ Consent

Board Date August 15, 2012

☒ Information Only

☐ Discussion/Action

**Background Information**

Educational Services staff will update the Board of Education on staff development activities that have taken place in preparation for the opening of the 2012-2013 school year.

In addition, Educational staff will share dates of upcoming CUSD Back To School Nights.

**Educational Implications**

CUSD Leadership Team members worked with Dr. Luis Cruz to better understand school cultures that create optimal learning environments for students.

CUSD New Teachers as well as returning Temporary and Probationary Teachers participated in four days of training to ensure a smooth transition into the District. Training focused on CUSD Goals and Expectations, Professional Learning Communities, Assessments, Use of Data to support student achievement, and grade level/subject area curricular expectations.

**Fiscal Implications**

Staff Development programs are funded by Title II Staff Development dollars.

**TITLE:** Project Update 2012

**Prepared by:** Michael Weissenborn, Director of Facilities & Construction  
Randy Salado, Director of Maintenance & Operations

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

August 15, 2012

**Background information**

The purpose of this item is to update the Board of Education on the following ongoing projects:

- Chapman Elementary School Solar Project
- Chico High School Lincoln Hall Field House & Fitness Laboratory
  1. Abatement
  2. Demolition
  3. Temporary Food Service Facilities
- Fair View High School Construction Technology Shop
- Inspire School of Arts & Sciences
- Pleasant Valley High School New Classroom Building
- Dry-rot repairs on portable classroom buildings at Inspire, Chapman and Marsh Jr. High School.

**Educational Implications**

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

**Fiscal Implications**

With the exception of the dry-rot repairs, which were funded with Maintenance & Operations funds, all projects are funded by Measure A Bond funds.

PROPOSED AGENDA ITEM: Attention2Attendance (A2A) Service Agreement

Prepared by: Maureen Fitzgerald, Assistant Superintendent, Business Services

☐ Consent

Board Date August 15, 2012

☐ Information/Discussion

☒ Discussion/Action

**Background Information:**

During the 2011-12 year the district implemented the A2A (Attention 2 Attendance) software to provide online attendance management and analysis reports including Truancy letters, conferencing, and site level training and support. Being the first year using the program and only having mid-year conclusive data, School Innovations & Advocacy is proposing a 3 year contract to continue the A2A software and service package.

**Financial Implications**

By approving this agreement the District will pay \$59,400 per year for 3 years, 2012-13, 2013-14, 2014-15.



**ATTENTION2ATTENDANCE® (A2A) SERVICES AGREEMENT**  
**Between**  
**SCHOOL INNOVATIONS & ADVOCACY, INC.**  
**And**  
**CHICO UNIFIED SCHOOL DISTRICT**

This AGREEMENT ("Agreement") dated \_\_\_\_\_, 2012 is made by and between Chico Unified School District ("District") and School Innovations & Advocacy, Inc., a California corporation ("SI&A"), each being a "Party" and collectively the "Parties".

**RECITALS**

WHEREAS, District is authorized to retain SI&A to provide the services described below;

WHEREAS, District has determined that SI&A is qualified to perform such services, which are not available from public sources accessible to District; and

WHEREAS, it is necessary and desirable that SI&A be retained by District for the purpose of performing these services;

**AGREEMENT**

NOW, THEREFORE, the Parties agree as follows:

1. **Agreement Period.** The Agreement period begins July 1, 2012 (the "Effective Date") and will automatically expire on June 30, 2015 (the "Expiration Date"). The Agreement period consists of three (3) District fiscal years (July 1, 2012 through June 30, 2013; July 1, 2013 through June 30, 2014; and July 1, 2014 through June 30, 2015), the "Agreement Period". Each fiscal year within the Agreement Period is an "Agreement Year".

---

2. **Services.**

**Description of Services.** SI&A shall provide District the following consulting services ("Services") for each school site on Exhibit C ("Sites") during the Agreement Period:

- 2.1 **Attendance Management and Analysis.**

- a) Provide access to online attendance analysis reports based on site comparisons, national studies and comparative trend analysis;



- b) Prepare Attendance Management and Analysis Reports; and
- c) Review the Attendance Management and Analysis Reports' findings and recommendations with District.

**2.2 Letter Management of Initial Notification of Truancy Letters (NOT).**

- a) Provide access to a web based software system that produces Initial Notification of Truancy (NOT) Letters to parents or guardians of each applicable pupil; and
- b) Prepare and distribute, by United States mail, all Initial Notification of Truancy ("Truancy Letters") to each applicable pupil's parents or guardians, as required under the Code Section 48260.5 and/or consistent with district policy.

**2.3 Letter Management of Discretionary Attendance Notifications.**

- a) Provide access to a web based software system that produces optional attendance letters to parents or guardians of each applicable pupil; and
- b) Prepare and distribute by United States mail, Discretionary Attendance Letters to each applicable pupil's parents or guardians as is consistent with district's truancy and excessive excused absence policy.

**2.4 Conferencing.**

- a) Provide access to a web based software system that allows monitoring and tracking of pupils that require attendance conferencing per Section 48262 of the Code and/or consistent with district policy;
- b) Discretionary conferencing capability related to other excessive absence/tardy issues; and
- c) Prepare and distribute by United States mail, Conference Notification Reminder Letters to each applicable pupil's parents or guardians as is consistent with district conferencing policy.

**2.5 Professional Development.**

---

- a) Unlimited access to Online Application Courses & Refresher Trainings. This Professional Development service includes a Technical Trainer to demonstrate application use via WebEx.

**2.6 General Provisions.**

- a) Download District's student attendance and enrollment data on a mutually agreed upon basis; and

- b) Prepare and distribute an electronic version of all letters that have been sent on an annual basis.

3. **Additional A2A Service Options.**

**2-day Package**

- On-site **Application Training & Professional Development** provided for an additional fee of **\$4,000** for a 2-day training. This service includes a Technical Trainer and Attendance Specialist to come to the district and train your staff in-person.

Day 1:

The first day of training will be provided on a mutually agreed upon date immediately after SI&A receives signed Agreement, and is designated for application training and general recommendations. Starting your staff on the right path with an understanding of Compulsory Attendance, Parent and Student Communications and Strategies to Improve Student Attendance if the key to a successful implementation. Materials for up to forty (40) attendees are included in the Fee. Additional materials are available at a cost of \$35 per person.

Day 2:

For maximum effectiveness it is recommended the Day 2 follow-up training is conducted 3 to 6 months after implementation of the A2A service. One of our Attendance Specialists will visit the district to further assist with overall district attendance practices, goal setting & measuring to ensure best practices are accomplished at each site to facilitate district ADA goals in the current and future year.

- On-site **Application Training Courses** provided for an additional fee of **\$1,600** per day. Service includes a Technical Trainer to visit the district and train up to forty (40) attendees on the application. Any hard copy materials are included in the fee.

4. **District's Responsibilities; District Acknowledgment.**

- 4.1 District will be responsible for the following: (a) the substantive outcomes of the service; (b) preparing and furnishing to SI&A, promptly upon its request, such information that is reasonably necessary to perform the services; (c) completing the Implementation Process and District Contact Information form attached hereto as Exhibit B; (d) accurately preparing and maintaining true and correct student documentation and records; (e) establishing and maintaining data collection and tracking procedures and other internal controls sufficient to support this service; (f) Providing support and computer equipment compatible with the technology requirements specified by SI&A; (g) ensuring that District and school personnel who use SI&A products participate in the training sessions provided to District by SI&A; and (h) Providing the assistance and contact information of school personnel. SI&A has

explained SI&A's requirements in this regard to District and District agrees to meet these requirements.

- 4.2 **Restrictions.** The rights granted to District in this Agreement are subject to the following: (i) District shall not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose or otherwise commercially exploit or make the A2A Service or the A2A Materials available to any third party other than an authorized user; (ii) District shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Service or A2A Materials or access the A2A Service or A2A Materials in order to build a similar or competitive product or service; (iii) except as expressly stated herein, no part of the A2A Service or A2A Materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means (including but not limited to electronic, mechanical, photocopying, recording, or other means); (iv) District shall not disclose any review of the A2A Service (including but not limited to the results of any performance tests) to any third party without SI&A's prior written approval; (v) District agrees to make every reasonable effort to prevent unauthorized third parties from accessing the A2A Service; and (vi) District acknowledges and agrees that SI&A or its third party providers shall own all right, title and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the A2A Service and the A2A Materials and any suggestions, enhancement requests, feedback, recommendations or other information provided by District or any other party relating to the A2A Service or the A2A Materials.

5. **Payment of Fees.**

- 5.1 **Fees.** For Services provided pursuant to the terms of this Agreement, as outlined in Section 2, above, and further defined in the table below, District agrees to pay SI&A **\$59,400**, annually (the "Fee").

<b>Letter Type:</b>	<b>District Letter Selections</b>
Unlimited Truancy Letter 1 (NOT)	Included
Unlimited Truancy Letter 2	Included
Unlimited Truancy Letter 3	Included
Unlimited Excessive Excused Absences Letter 1	Included
Unlimited Excessive Excused Absences Letter 2	Included
Unlimited Conference Notification Reminder Letters	Included

- 5.2 **Payment.** The Fee is payable in annual installments due July 1<sup>st</sup> of each Agreement Year.

6. **District's Representations and Warranties.** In addition to other representations and warranties of District contained herein, District hereby expressly warrants and represents to SI&A that the following statements are true and accurate as of the Effective Date and throughout the Agreement Period:

- 6.1 The execution, delivery and performance of this Agreement by SI&A and the consummation of the transactions contemplated hereby do not and will not violate California Government Code Section 53060;
- 6.2 This Agreement constitutes a legal, valid and binding obligation of District, enforceable against District in accordance with its terms;
- 6.3 District has the absolute and unrestricted right, power, authority and capacity to execute this Agreement and perform District's obligations hereunder;
- 6.4 Neither the execution nor the performance of this Agreement will directly or indirectly contravene or violate any law, or give any person the right to challenge any Services hereunder or obtain any relief under the law; and
- 6.5 All of the information provided to SI&A is true and accurate in all respects.
7. **Disclaimer of Warranties.** Except as provided otherwise herein, SI&A and its third party providers hereby disclaim all express or implied representations, warranties, guaranties, and conditions with regard to the A2A service, the A2A materials, and the services including but not limited to any implied representations, warranties, guaranties, and conditions of merchantability, fitness for a particular purpose, title and non-infringement, and quality of service. SI&A and its third party providers make no representations or warranties regarding the reliability, availability, timeliness, quality, suitability, truth, accuracy or completeness of the A2A service, the A2A materials, or the services or the results district may obtain by using the A2A service, the A2A materials, or the services. Without limiting the generality of the foregoing, SI&A and its third party providers do not represent or warrant that (a) the operation or use of the A2A service or A2A materials will be timely, secure, uninterrupted or error-free; (b) the quality of any products, services, information, or other material district purchases or obtains through the A2A service will meet district's requirements; and (c) the A2A service, A2A materials, or the systems that make the service available are free of viruses or other harmful components. District acknowledges that neither SI&A nor its third party providers controls the transfer of data over communications facilities (including the internet) and that the A2A service and A2A materials may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. SI&A is not responsible for any delays, delivery failures, or other damage resulting from such problems. Except where expressly provided otherwise by SI&A, the A2A service, the services, and the A2A materials are provided to district on an "as is" basis.
8. **Survival.** The provisions of Sections 6, 7, 8, and 10, herein in addition to Standard Terms and Conditions #12 shall survive the termination of this Agreement.
9. **Entire Agreement.** This Agreement, including, without limitation, the Standard Terms and Conditions attached hereto as Exhibit A is the final expression of, and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.
10. **Exhibits.** All exhibits referred to in this Agreement are attached and incorporated herein by this reference.

11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a party by facsimile transmission or in portable document format (pdf), as against the party signing such counterpart, but which together shall constitute one and the same instrument.


IN WITNESS WHEREOF, the District and SI&A have made and executed this Agreement as set forth below.

**SI&A:**

**DISTRICT:**

**SCHOOL INNOVATIONS  
& ADVOCACY, INC.**

**CHICO UNIFIED SCHOOL DISTRICT**

Signature:   
Date Signed: 3/8/2012  
Print Name: Jeffrey C. Williams  
Title: Chief Executive Officer  
Company: School Innovations & Advocacy  
Address: 5200 Golden Foothill Parkway  
El Dorado Hills, CA 95762  
Phone: (800) 487-9234  
Fax: (888) 487-6441

Signature: \_\_\_\_\_  
Date Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**EXHIBIT A - STANDARD TERMS AND CONDITIONS**

- 1 **Scope of Services; Independent Contractor.** SI&A's services described in the Agreement (the "Services") detail the initial scope of services anticipated by SI&A as of the effective date of the Agreement ("Initial Scope of Services"). District acknowledges that the Fee (as defined below) is based on this Initial Scope of Services. If SI&A determines that the Initial Scope of Services may be or has been increased anytime during the Agreement Period, SI&A reserves the right to increase the Fee to compensate for the unanticipated or additional services as mutually agreed upon in writing by both Parties. This Agreement is not for lobbying services and SI&A is not being retained to provide lobbying services to District. The parties agree that School Innovations & Advocacy is an independent contractor and the Agreement shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, association or any other relationship.
- 2 **Payment.** For purposes of the Agreement, the price of products and services set forth in Section 5, Item 5.1 of the attached Agreement, and any other applicable fee pursuant to the Agreement, shall be collectively referred to herein as the "Fee" or "Fees." District acknowledges that the Fees are based on the Initial Scope of Services anticipated by SI&A as of the date of this Agreement. The Fees shall be billed to District and District shall pay the entire amount within thirty (30) days after District receives SI&A's invoice.
- 3 **Termination.** Either Party may terminate the Agreement, with or without cause, by delivering written notice of termination to the other Party not later than thirty (30) days prior to expiration of the current Agreement Year within the Agreement Period. The effective date of termination shall be the expiration of such current year of the Agreement. Upon termination, SI&A will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. Except as set forth in this Section 3, neither Party shall have any liability to the other for damages resulting solely from a Party's termination of this Agreement in accordance with this Section 3.
- 4 **Notice.** All Agreement notices must be in writing, directed to the party's address set forth below such party's signature in the Agreement and shall be deemed to be received in accordance with the following: (a) in the case of personal delivery, on the date of such delivery; (b) in the case of facsimile transmission, on the date upon which the sender receives confirmation by facsimile transmission that such notice was received by the addressee, provided that a copy of such transmission is additionally sent by mail as set forth in (d) below; (c) in the case of overnight courier, on the second business day following the day such notice was sent, with receipt confirmed by the courier; and (d) in the case of mailing by first class certified mail, postage prepaid, return receipt requested, on the fifth business day following such mailing. A party may change the address stated in the Agreement by giving notice to the other party.
- 5 **District's General Responsibilities; District Acknowledgment.** During the Agreement Period, in addition to the obligations set forth in the Agreement, District is responsible for the following: (a) ensuring that District, its employees and contractors properly identify and comply with laws and regulations applicable to District's activities; (b) completing any documents required by SI&A for any service obtained by District; (c) importing only data that reflects student performance to the grade level into the school site plan to ensure confidentiality and consistency with FERPA guidelines; and (d) monitoring assignments of login and passwords to assure FERPA compliance. District acknowledges that SI&A's full, accurate and timely performance under this Agreement is materially dependent upon District's reasonable cooperation and assistance. District further acknowledges that SI&A's Initial Scope of Services and Fee presume a reasonable amount of cooperation and assistance from District, such as District's timely provision of certain information, documentation and personnel. SI&A has explained its requirements in this regard to District and District agrees to meet these requirements.
- 6 **Further Assistances.** Upon request of the other party, SI&A or District shall execute and deliver additional instruments and take additional actions as may be necessary or appropriate to perform the Agreement.
- 7 **Assignment Prohibited.** Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party. Any purported assignment in violation of the provisions of this Section 7 shall be null and void.
- 8 **Family Educational Rights and Privacy Act ("FERPA"); California Education Code.** SI&A may have limited access to student information only for purposes of providing the legally required notification services, if any, specified in this Agreement. SI&A performs the Services as an agent of District and has no right to access or utilize student information for any other purpose. SI&A, its officers and employees, shall comply with the Family Educational Rights and Privacy Act and California Education Code sections 49073 et seq. and/or sections 76240 et seq. at all times.
- 9 **Confidential and Proprietary Materials of SI&A.** During performance of the Agreement, SI&A may provide materials or disclose information to District that SI&A considers proprietary or confidential including, but not limited to SI&A's training handbooks, policy manuals, instructions, copyrighted checklists and forms ("SI&A's Materials"). District agrees that District acquires no interest of any kind in SI&A's Materials. At all times during and after the Agreement Period, District agrees (a) to keep SI&A's Materials in confidence and trust for SI&A; (b) not to disclose, duplicate or otherwise use SI&A's Materials, except in furtherance of SI&A's performance per the Agreement; (c) to limit access to SI&A's Materials to District's employees and/or contractors who have a "need to know;" and (d) to promptly return all copies of SI&A's Materials to SI&A after a request is made.
- 10 **Limitation of Liability; Indemnification.** In no event shall SI&A's liability to District, for any reason arising out of this Agreement, exceed the amount of the Fee actually received by SI&A under this Agreement. SI&A shall not be liable for any consequential damages. District shall defend, indemnify and hold harmless SI&A and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses (including attorneys' fees) and threats thereof, whether arising in tort, contract, statute or otherwise, arising out of or in connection with or relating to SI&A's performance of the Services, unless it is finally determined to have arisen solely from SI&A's gross negligence or willful misconduct. SI&A shall defend, indemnify and hold harmless District, and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses (including attorneys' fees) and threats thereof, whether arising in tort, contract, statute, or otherwise, arising out of or in connection with or relating to SI&A's performance of the Services if it is finally determined to have arisen solely from SI&A's gross negligence or willful misconduct.
- 11 **Governing Law; Enforcement Costs.** The Agreement shall be governed by and construed in accordance with the substantive laws of California. If any legal action (including arbitration) is commenced to enforce the Agreement's terms or a party's rights or obligations under this Agreement, then the prevailing party shall be entitled to recover all fees and costs incurred by the action, including reasonable attorneys' fees and arbitrators' fees, in addition to any other relief to which the party may be entitled.
- 12 **Judicial Reference.** In the event a dispute is not resolved through discussions and negotiations among the parties, the dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638 et seq., as modified by the provisions of this Section 12, and any subsequent provisions mutually agreed upon in writing by the parties. The reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code. The parties shall be allowed to conduct discovery in the manner provided by Code of Civil Procedure Section 2017 et seq. ~~BOTH PARTIES HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT. All general reference proceedings hereunder shall, unless all parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.~~
- 13 **Modification; Interpretation; Severability; Construction.** No modification or supplement to any provision of the Agreement shall be valid, unless executed in writing by both parties. No provision of the Agreement shall be construed to require the commission of any act contrary to law. If any term, provision, covenant or condition of the Agreement is held to be invalid or otherwise unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. SI&A shall have the full power and authority to interpret, construe and administer the Agreement and SI&A's determination shall be binding and conclusive on the parties for all purposes. The headings preceding each Section and subsection of this Agreement are solely for convenience of reference only, are not part of the Agreement, and shall be disregarded in the interpretation of any portion of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. The Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to the Agreement.
- 14 **Waiver.** Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.
- 15 **Force Majeure.** A party shall not be liable under the Agreement as a result of any delay, failure or interruption caused by the other party or third parties, an act of God, acts or orders of governmental authorities, acts of civil or military authorities, catastrophes or other cause (other than financial) beyond the party's reasonable control, and such nonperformance will not be a default hereunder or a ground for termination of the Agreement.

**AGENDA ITEM: Resolution #1187-12, Elimination of Classified Services and Ordering Layoffs in the Classified Service for the 2012-2013 School Year**

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

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

Board Date: August 15, 2012

**Background Information:**

The District no longer needs the position noted in the Resolution.

**Educational Implications:**

None.

**Fiscal Implications:**

The District will save the cost of this position.

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

**RESOLUTION 1187-12  
RESOLUTION OF THE GOVERNING BOARD  
OF THE CHICO UNIFIED SCHOOL DISTRICT**

**ELIMINATION OF CLASSIFIED SERVICES AND  
ORDERING LAYOFFS IN THE CLASSIFIED SERVICE  
FOR THE 2012-2013 SCHOOL YEAR**

WHEREAS Education Code section 45308 provides for the layoff and reemployment of classified employees due to a lack of work and/or lack of funds, and,

WHEREAS the Superintendent of the Chico Unified School District (District) has advised the District's Governing Board (Board) that there is a lack of work and/or funds to maintain the following position(s) and that the Board should consider the elimination of the following position(s):

Classification	Full-Time Equivalent	Site/Program
IPS-Hearing Impaired/Deaf	0.7500	PVHS/Special Education

WHEREAS the District and the California School Employees Association, Chico Chapter 110 (CSEA) executed a Collective Bargaining Agreement (Agreement) effective July 1, 2007 through November 15, 2010. The CSEA's covered unit members, as defined in the Agreement, include those holding the positions described herein.

WHEREAS Article 1, Section 1.5.1 of the Agreement recognizes the authority of the District to make decisions to eliminate services and layoff therefrom.

WHEREAS Article 4 of the aforesaid Agreement covers layoff and reemployment and specifically provides that said Article includes all of the impact and effects of any layoff, demotion and/or reemployment for unit members and is thus a waiver to further bargain the effects of any specific decision to eliminate services and layoff therefrom, except as provided therein.

WHEREAS CSEA has been apprised of the contemplated elimination of services described herein in order to afford it the opportunity to exercise its rights under the Agreement.

NOW, therefore, be it resolved the Board has this date adopted the Superintendent's recommendations and ordered a reduction of classified services, and it appears to the Board that due to a lack of funds it is necessary to eliminate certain classified position(s) and to layoff affected employee(s) hereinabove set forth.

BE IT FURTHER RESOLVED that the Board authorizes the District Superintendent to give notice to the affected classified employee(s) of the layoff in accordance with Education Code Sections 45117 and 45308 and pursuant to Article 4 of the current collective bargaining agreement and pursuant to Merit System rules, such notice to be given at least forty-five (45) working days prior to the effective date of each 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. All such layoffs shall be as of the designated effective date, forty-five (45) working days from notices of layoff.

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.

PASSED AND ADOPTED at a meeting of the Governing Board of the Chico Unified School District of Butte County on August 15, 2012.

AYES:  
NOES:  
ABSTENTIONS:  
ABSENT:

DATED this 15<sup>th</sup> day of August, 2012.

---

Clerk of the Governing Board of the  
Chico Unified School District

**TITLE:**

Resolution per Education Code 44258.2-Resolution 1188-12

To allow Junior High teachers with a Single Subject credential to teach outside their credential area based on appropriate coursework.

Action: ☒

Consent: ☐

Information: ☐

August 15, 2012

Prepared by: Bob Feaster, Assistant Superintendent-Human Resources

**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 of coursework at an accredited institution in the subject to which her or she is assigned."**

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

**Chase Redkey to teach Yearbook**

**Educational Implications**

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

**Fiscal Implications**

**Not applicable.**

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

**RESOLUTION NO. 1188-12**  
**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 below in accordance with the terms of his credential:

Chase Redkey to teach Yearbook

**PASSED AND ADOPTED** by the Board of Trustees of the Chico Unified School District at its regular meeting held on **August 15, 2012**, by the following vote:

AYES:

NOES:

ABSENT:

---

President

**TITLE:**

Resolution per Education Code 44263-Resolution 1189-12

To allow a credentialed teacher to teach any single subject class based on appropriate coursework.

Action: ☒

Consent: ☐

Information: ☐

August 15, 2012

Prepared by: Bob Feaster, Assistant Superintendent-Human Resources

**Background Information**

**Per Education Code 44263: "A teacher licensed pursuant to the provisions of this article may be assigned, with his or her consent, to teach any single subject class in which he or she has eighteen semester hours of coursework or nine semester hours of upper division or graduate coursework."**

**The following credentialed teachers have met the requirements for authorization within Education Code 44263 to teach in a departmentalized classroom and have a teacher consent form on file:**

**Jason Alvistur to teach Physical Education  
Charles Copeland to teach Social Science  
Christina Fisher to teach Dance  
Ryan Parker to teach History**

**Educational Implications**

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

**Fiscal Implications**

**Not applicable.**

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

**RESOLUTION NO. 1189-12**  
**Education Code §44263**

**WHEREAS**, the following teachers are the holders of a valid teaching credential and have completed eighteen semester hours of course work or nine semester hours of upper division or graduate coursework in a single subject; and

**WHEREAS**, approval to teach in the designated subject area must be granted by resolution of the governing board of the district on a yearly basis;

**NOW, THEREFORE, BE IT RESOLVED** that the following teachers are authorized to teach the single subject class listed below in accordance with the terms of their respective credential:

Jason Alvistur to teach Physical Education  
Charles Copeland to teach Social Science  
Christina Fisher to teach Dance  
Ryan Parker to teach History

**PASSED AND ADOPTED** by the Board of Trustees of the Chico Unified School District at its regular meeting held **August 15, 2012**, by the following vote:

AYES:

NOES:

ABSENT:

---

President

**TITLE:**

Resolution per Education Code 44256(b)-Resolution 1190-12

To allow teachers with a Multiple Subject credential to teach a specific subject below grade 9.

Action: ☒

Consent: ☐

Information: ☐

August 15, 2012

Prepared by: Bob Feaster, Assistant Superintendent-Human Resources

**Background Information**

Per Education Code 44256(b): "The governing board of a school district by resolution may authorize the holder of a multiple subject teaching credential or a standard elementary credentials to teach any subject in departmentalized classes to a given class or group of students below grade 9 provided that the teacher has completed at least twelve semester units or six upper division or graduate units of coursework at an accredited institution in each subject to be taught. The authorization shall be with the teacher's consent."

The following teachers have met the requirements within Education Code 44256(b) to teach in a departmentalized setting and have a teacher consent form on file:

Richard Cross to teach Elementary PE  
Rita Dane to teach English  
Bonnie Parkin to teach Elementary Fine Arts  
Roland Resendez to teach Elementary Fine Arts  
Marjorie Rucker to teach Elementary Fine Arts  
Kristen Southam to teach Elementary PE

**Educational Implications**

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

**Fiscal Implications**

Not applicable.

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

**RESOLUTION NO. 1190-12**  
**Education Code §44256 (b)**

**WHEREAS**, the following teachers hold a multiple subject or standard elementary teaching credential and have 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 below grade nine must be granted by resolution of the governing board of the district;

**NOW, THEREFORE, BE IT RESOLVED** that the following teachers are authorized to teach the single subject class listed below in accordance with the terms of their credential:

Richard Cross to Elementary PE.  
Rita Dane to teach English  
Bonnie Parkin to teach Elementary Fine Arts  
Roland Resendez to teach Elementary Fine Arts  
Marjorie Rucker to teach Elementary Fine Arts  
Kirsten Southam to teach Elementary PE

**PASSED AND ADOPTED** by the Board of Trustees of the Chico Unified School District at its regular meeting held on **August 15, 2012**, by the following vote:

AYES:

NOES:

ABSENT:

---

President