

CUSD Board of Education

Regular Meeting Agenda

Chico City Council Chambers

August 17, 2011

CLOSED SESSION – 5:00 P.M.

REGULAR BOARD MEETING – 6:00 P.M.



Board Members

Dr. Kathleen Kaiser, President

Jann Reed, Vice President

Eileen Robinson, Clerk

Dr. Andrea Lerner Thompson, Member

Elizabeth Griffin, Member

Kelly Staley, Superintendent

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

Posted: 08/12/11

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

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

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

CONSENT CALENDAR

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

STUDENT PARTICIPATION

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

PUBLIC PARTICIPATION 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 PARTICIPATION FOR ITEMS NOT ON THE AGENDA (Regular Board Meetings only)

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

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

WRITTEN MATERIAL:

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

COPIES OF AGENDAS AND RELATED MATERIALS:

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

AMERICANS WITH DISABILITIES ACT

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

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

CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Regular Meeting – August 17, 2011

Closed Session – 5:00 p.m.

Regular Session – 6:00 p.m.

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

AGENDA

5:00pm

1. **CALL TO ORDER**

- 1.1. Public comment on closed session items

2. **CLOSED SESSION**

2.1. Update on Labor Negotiations

Employee Organizations:

Representatives:

CUTA

CSEA, Chapter #110

Kelly Staley, Superintendent

Bob Feaster, Assistant Superintendent

Maureen Fitzgerald, Assistant Superintendent

2.2. Conference with Legal Counsel -

Anticipated Litigation

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

Attending:

Kelly Staley, Superintendent

Bob Feaster, Assistant Superintendent

Maureen Fitzgerald, Assistant Superintendent

John Bohannon, Director

John Yeh, Attorney at Law

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

6:00 pm

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

- 3.1. Call to Order

- 3.2. Report Action Taken in Closed Session

- 3.3. Flag Salute

6:05pm

4. **SUPERINTENDENT'S REPORT AND RECOGNITION** (15 minutes)

6:20pm

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

6:35pm

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

- 6.1. CSEA

- 6.2. CUMA

- 6.3. CUTA

- 6.4. District

6:55pm

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

7.1. GENERAL

- 7.1.1. Consider Approval of Minutes of Regular Session on July 20, 2011, and
Special Session on August 1, 2011

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

7.2. EDUCATIONAL SERVICES

- 7.2.1. Consider Approval of Consultant Agreements (4) for Athletic Officials for PVHS
sports

- 7.2.2. Consider Approval of Consultant Agreements (4) for Athletic Officials for CHS
sports

- 7.2.3. Consider Approval of Consultant Agreement for E Center – Head Start
Programs to provide services to teen mothers and children up to 36 months

- 7.2.4. Consider Approval of Consultant Agreement for A+ Educational Centers to
provide tutoring to students

- 7.2.5. Consider Approval of Consultant Agreement for the Community College
Foundation to provide tutoring to students

- 7.2.6. Consider Approval of Consultant Agreement for Club Z In-Home Tutoring Service to provide tutoring to students
- 7.2.7. Consider Approval of Consultant Agreement for Professional Tutors of America to provide tutoring to students
- 7.2.8. Consider Approval of Consultant Agreement for Syntelesys Inc. (Academic Tutoring Services) dba Academia de Servicios de Tutoria to provide tutoring to students
- 7.2.9. Consider Approval of Consultant Agreement for Bernard Vigallon to coordinate and implement the specific requirements for the Readiness and Emergency Management for Schools (REMS) grant.
- 7.2.10. Consider Approval of Consultant Agreement for the Boys and Girls Club of the North Valley to provide after-school work with CAL/FVHS students at the Chico Teen Center
- 7.2.11. Consider Approval of Consultant Agreement for Butte County Office of Education to provide students to work in an after-school capacity with Rosedale Elementary students
- 7.2.12. Consider Approval of Consultant Agreement for Anne Baumgartner, Consultant for Notre Dame School to provide reading intervention instruction to students who attend Notre Dame School and qualify for Title I services
- 7.2.13. Consider Approval of Consultant Agreement for 100 Percent Learning Fun Center to provide tutoring to students
- 7.2.14. Consider Approval of Consultant Agreement for CSU Chico Research Foundation for work on the NCLB CaMSP Mathematics Grant
- 7.2.15. Consider Approval of the Perkins Annual Funding Application
- 7.2.16. Consider Approval of the Inspire Facilities Use Agreement
- 7.2.17. Consider Approval of the Wildflower Open Classroom Facilities Use Agreement and Memorandum of Understanding
- 7.3. **BUSINESS SERVICES**
 - 7.3.1. Consider Approval of Accounts Payable Warrants
 - 7.3.2. Consider Approval of Notice of Completion – AFC Relocatables at the Fair View Continuation 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

- 7:00pm 8.1. **EDUCATIONAL SERVICES**
 - 8.1.1. Information: Opening of School Report (Dave Scott) (10 minutes)
- 7:10pm 8.2. **BUSINESS SERVICES**
 - 8.2.1. Information: Summer Project Update 2011 (Michael Weissenborn) (10 minutes)
 - 7:20pm 8.2.2. Information: Measure A Phase III – New Lincoln Hall and Fitness Laboratory at Chico High School Design Update (Michael Weissenborn) (15 minutes)
 - 7:35pm 8.2.3. Discussion/Action: Inspire School of Arts and Sciences Planning Update and Circulation of Request for Qualifications for Lease Lease-back Contractor (Michael Weissenborn) (20 minutes)
- 7:55pm 8.3. **GENERAL**
 - 8.3.1. Discussion/Action: Revocation of Chico Green School Charter (John Bohannon) (30 minutes)

8:25pm 9. **ITEMS FROM THE FLOOR** (45 minutes)

9:10pm 10. **ANNOUNCEMENTS** (5 minutes)

9:15pm 11. **ADJOURNMENT**

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1. CALL TO ORDER

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

Present: Kaiser, Reed, Robinson, Griffin

Absent: Thompson

1.1 Public comment on closed session items

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

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

Employee Organizations

CUTA

CSEA, Chapter #110

Representatives

Kelly Staley, Superintendent

Bob Feaster, Assistant Superintendent

Maureen Fitzgerald, Assistant Superintendent

2.2 Conference with Legal Counsel

Anticipated Litigation

Significant exposure to litigation

Pursuant to Government Code

§54954.5(b)

(two cases)

Attending:

Kelly Staley, Superintendent

Bob Feaster, Asst. Superintendent

Maureen Fitzgerald, Asst. Superintendent

Paul Gant, Attorney at Law

2.3 Public Employee Appointments

Per Government Code §54957

Title: Director, Alternative Education

Title: Principal, Bidwell Jr. High School

Title: Assistant Principal, Chico High School

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

At 6:04 p.m. Board President Kaiser called the Regular Meeting to Order.

3.2 Closed Session Announcements

Board President Kaiser announced the Board had been in Closed Session and approved the following appointments: John Bohannon, Director of Alternative Education; Judi Roth, Principal, Bidwell Jr. High School; and Brian Boyer, Assistant Principal, Chico High School.

3.3 Flag Salute

At 6:06 p.m. Board President Kaiser led the salute to the Flag.

4. SUPERINTENDENT'S REPORT

At 6:08 p.m. 2011 CUSD retirees were recognized and thanked for their years of service.

5. ITEMS FROM THE FLOOR

At 6:15 p.m. there were no items from the floor.

6. REPORTS FROM EMPLOYEE GROUPS REGARDING NEGOTIATIONS

At 6:16 p.m. Mike Allen and Bruce Besnard were welcomed as the new co-Presidents of CUMA and Lance Brogden was welcomed as the vice president of CUTA. The Board received reports from employee groups regarding negotiations from Susie Cox for CSEA, Mike Allen for CUMA, Lance Brogden for CUTA, and Bob Feaster for the District. Board President Kaiser asked if there had been any responses to her letter regarding open negotiations. There has been no response from CUTA; Kevin Moretti, CUTA President, has been on

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vacation. Susie Cox stated CSEA was willing to have open negotiations with either/or both the Board and Public.

7. CONSENT CALENDAR

At 6:33 p.m. Board President Kaiser asked if anyone would like to pull a Consent Item for further discussion. Board Vice President Reed pulled item 7.3.3. Board Clerk Robinson pulled Item 7.4.2. Board Member Griffin moved to approve the remaining Consent Items; seconded by Board Clerk Robinson.

7.1. GENERAL

7.1.1. The Board approved the Minutes of the Regular Session on June 15, 2011.

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

Donor	Item	Recipient
Rice Bowl	\$57.64	Sierra View
String Bead	Stained Glass @ \$250.00	Chico High
Kathy Schulz	Miscellaneous Art Supplies @ \$400.00	Chico High
AT&T Pioneers/Barbara Bouttote	Miscellaneous Items @ \$475.00	Pleasant Valley High
CSU, Chico/Kinesiology Class	\$250.00	Pleasant Valley High/Athletics
Kohl's	\$500.00	Pleasant Valley High/Athletics
Media All Stars, Inc.	\$1,000.00	Pleasant Valley High/Athletics
Gregory Peitz-Costco	\$210.00	Pleasant Valley High/Athletics
David and Sally Scott	Elliptical Trainer @ \$175.00	Special Education
Jeff and Shelly Martinek	Puzzles/Classroom Items @ \$100.00	Loma Vista

7.2. EDUCATIONAL SERVICES

7.2.1. The Board approved the Field Trip Request for Chico High FFA Advisors and Officers to attend a retreat at Graeagle, CA from 7/21/11-7/24/11

7.2.2. The Board approved the Field Trip Request for Chico High Ag students to attend the Chapter Officer Leadership Conference in Mill Creek (Camp Tehama) from 9/17/11-9/19/11

7.2.3. The Board approved the Field Trip Request for Chico High FFA students to attend the National FFA Convention in Indianapolis, Indiana from 10/18/11-10/22/11

7.2.4. The Board approved the Field Trip Request for Pleasant Valley High Yearbook students to attend Yearbook Camp at Cal State Hayward from 7/25/11-7/28/11

7.2.5. The Board approved the Field Trip Request for Pleasant Valley High students to attend a Leadership Retreat in Sausalito, CA from 8/1/11 to 8/3/11

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

7.2.7. The Board approved the Consultant Agreement with Kevin Clark Consulting and Training to support English Learners

7.2.8. The Board approved the Consultant Agreement with Eileen Kessler to provide program improvement and transitional support

7.2.9. The Board approved the Consultant Agreement with Associated Students, Community Action Volunteers in Education (CAVE) to recruit and assign America Reads tutors

7.2.10. The Board approved the Consultant Agreement with Foley Jones & Associates, LLC to provide assistance for the 21st Century and ASES After School Programs

7.2.11. The Board approved the Consultant Agreement with Chico Area Recreation and Park District (CARD) to provide assistance for the 21st Century grant and to provide trained and supervised recreation and enrichment teachers and supplies for the ASES After School Education and Safety grant

7.2.12. The Board approved the Consultant Agreement with John Siebal for prevention/intervention work with staff and students

7.2.13. The Board approved the Consultant Agreement with Butte County Probation Department for an on-

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campus probation officer to work at various schools to improve school attendance and behavior

- 7.2.14. The Board approved the Consultant Agreement with Butte County Probation Department for school-based counseling, investigations, staff trainings/meetings and supervision on field trips when appropriate
- 7.2.15. The Board approved the Consultant Agreement with Frances Marie Anderson for coordinating the Fair View High School Academy of Building Construction and Design (ABCD)
- 7.2.16. The Board approved the Quarterly Report on Williams Uniform Complaints

7.3 BUSINESS SERVICES

- 7.3.1. The Board approved the Accounts Payable Warrants.
- 7.3.2. The Board approved the Consultant Agreement with Loy Mattison for ERATE Consulting
- 7.3.3. This item was pulled for further discussion

7.4 HUMAN RESOURCES

7.4.1. The Board approved the following Certificated Human Resources Actions

<u>Name/Employee #</u>	<u>Assignment</u>	<u>Effective</u>	<u>Comment</u>
<u>Temporary Appointment(s) 2011/12</u>			
Apel, Debra	Elementary	2011/12	1.0 FTE Temporary Appointment
Barnes, Laurie	Elementary	2011/12	1.0 FTE Temporary Appointment
Bochi-Galli, Christine	Elementary ISP	2011/12	0.4 FTE Temporary Appointment
Bransky, Ray	Elementary	2011/12	1.0 FTE Temporary Appointment
Brown, M. Sharon	Elementary	2011/12	1.0 FTE Temporary Appointment
Brunemeyer, Angie	Elementary	2011/12	0.23 FTE Temporary Appointment (in addition to current .77 permanent assignment)
Callas, Christine	Secondary	2011/12	1.0 FTE Temporary Appointment
Campfield, Brent	Secondary Counselor	2011/12	0.4 FTE Temporary Appointment
Cano, Leopoldo	Elementary Counselor	2011/12	1.0 FTE Temporary Appointment
Cawthon, Brandi	Elementary	2011/12	1.0 FTE Temporary Appointment
Coombe, Kelly	Elementary	2011/12	1.0 FTE Temporary Appointment
Coppage, Denise	Secondary	2011/12	0.8 FTE Temporary Appointment
Curiel, Daisy	Elementary	2011/12	1.0 FTE Temporary Appointment
Fitzpatrick, Laura	Elementary	2011/12	1.0 FTE Temporary Appointment
Gervasi, Katy	Elementary	2011/12	1.0 FTE Temporary Appointment
Hamilton, Ellen	Secondary	2011/12	0.8 FTE Temporary Appointment
Hansen, Annalisa	Secondary	2011/12	0.6 FTE Temporary Appointment (in addition to current .40 permanent assignment)
Herrera, Dolores	Elementary Counselor	2011/12	1.0 FTE Temporary Appointment
Kidd, Debra	Secondary	2011/12	1.0 FTE Temporary Appointment
Knox, Marlo	Elementary	2011/12	1.0 FTE Temporary Appointment
Lasagna, Stacey	Elementary Counselor	2011/12	1.0 FTE Temporary Appointment
Linville, Dan	Elementary	2011/12	1.0 FTE Temporary Appointment
Mayr, Martha	Secondary	2011/12	0.6 FTE Temporary Appointment
McHugh, Sara	Special Education	2011/12	1.0 FTE Temporary Appointment
Moretti, Susan	Secondary	2011/12	0.8 FTE Temporary Appointment
Morgan, Patricia	Elementary	2011/12	0.4 FTE Temporary Appointment (in addition to current .60 permanent assignment)
Palmer, James	Elementary	2011/12	1.0 FTE Temporary Appointment
Payne, Shanon	Elementary	2011/12	1.0 FTE Temporary Appointment
Phillips, Katie	Elementary	2011/12	1.0 FTE Temporary Appointment

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Reginelli, Peter	Elementary Music	2011/12	0.4 FTE Temporary Appointment
Salado, Randi	Secondary	2011/12	1.0 FTE Temporary Appointment
Sylvester, Carol	Elementary	2011/12	1.0 FTE Temporary Appointment
Tuttle, Cathy	Elementary	2011/12	1.0 FTE Temporary Appointment
Vang, Sheng	Elementary	2011/12	1.0 FTE Temporary Appointment
Vang, Shoua	Elementary	2011/12	1.0 FTE Temporary Appointment
Whipple, Bonnie	Elementary	2011/12	1.0 FTE Temporary Appointment
Wilson, Kim	Elementary	2011/12	1.0 FTE Temporary Appointment

2011/12 Reappointments from Lay-off

Rose, Moichelle	Special Education	2011/12	0.6 FTE Reappointment
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2011-12 Administrative Appointments

Bettencourt, JoAnn	Teaching Principal	2011/12	1.0 FTE Appointment
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2011/12 Leave Requests

Acain, Janet	Elementary	2011/12	0.4 FTE Personal Leave (STRS Reduced Workload)
Glick, Melanie	Elementary	2011/12	0.2 FTE Personal Leave
Isern, Jessica	Secondary Counselor	2011/12	0.2 FTE Child Care Leave
Oster, Penny	Elementary Fine Arts	2011/12	0.1 FTE Personal Leave
Tuttle, Cathy	Elementary	2011/12	1.0 FTE Child Care Leave

Retirements/Resignations

Genasci, Tiffany	Elementary	6/15/11	Resignation
Holm, Linda	Elementary	6/1/11	Retirement
Leach, Mark	Secondary	7/11/11	Resignation

7.4.2. This item was pulled for further discussion.

<u>ACTION NAME</u>	<u>CLASS/LOCATION/ ASSIGNED HOURS</u>	<u>EFFECTIVE</u>	<u>COMMENTS/PRF #/FUND/RESOURCE</u>
APPOINTMENTS			
BERNEDO, ANNA	IPS-CLASSROOM/LCC/3.0	8/10/2011	VACATED POSITION/242/ SPECIAL ED/6501
BINGHAM, DEBERA	CAFETERIA SATELLITE MANAGER/LCC/7.5	8/9/2011	EXISTING POSITION/269/ NUTRITION/0000
ENSERRO, JR, JOSEPH	DIRECTOR-NUTRITIONAL SERVICES/NUTRITION SERVICES/8.0	6/27/2011	VACATED POSITION/156/ NUTRITION/0000
FELIX, SHAWNEEN	IPS-CLASSROOM/LOMA VISTA/6.0	8/10/2011	VACATED POSITION/251/ SPECIAL ED/6501
FILIPPI, JANICE	CAFETERIA ASSISTANT/MJHS/2.8	8/10/2011	EXISTING POSITION/268/ NUTRITION/0000
HANF, CAROLYN	PARENT CLASSROOM AIDE- RESTR/SHASTA/4.8	8/10/2011	EXISTING POSITION/281/ CATEGORICAL/7090 & 7091
NEVES, CAROLYN	SR LIBRARY MEDIA ASSISTANT/PVHS/8	8/10/2011	NEW POSITION/203/ GENERAL/1101
POLLESEL, BEATRICE	CUSTODIAN/PVHS/8.0	6/6/2011	VACATED POSITION/227/ GENERAL/0000
POWELL, SARAH	PARENT CLASSROOM AIDE- RESTR/SHASTA/4.8	8/10/2011	EXISTING POSITION/282/ CATEGORICAL/7090 & 7091
RAVETZ, ANGELA	IA-SPECIAL EDUCATION/BJHS/7.3	8/10/2011	EXISTING POSITION/263/ CATEGORICAL/4124 & 3010
RAVETZ, ANGELA	IA-SPECIAL EDUCATION/BJHS/7	8/10/2011	EXISTING POSITION/264/ CATEGORICAL/4124 & 3010
ROBERTS, STEPHANIE	IPS-CLASSROOM/SIERRA VIEW/3.0	8/10/2011	NEW POSITION/213/ SPECIAL ED/6501
SOBRERO, EVELYN	CAFETERIA ASSISTANT/CJHS/3.0	8/10/2011	VACATED POSITION/248/ NUTRITION/0000

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XIONG, MAI	TARGETED CASE MANGER-BILINGUAL/MCMANUS/8.0	8/10/2011	EXISTING POSITION/256/CATEGORICAL/6240
REEMPLOYMENT			
PARSONS, DIANA	LT INSTRUCTIONAL ASSISTANT/NEAL DOW/4.0	8/10/2011-1/2/2012	DURING ABSENCE OF INCUMBENT/273/CATEGORICAL/3010
LEAVE OF ABSENCE			
SULLIVAN, SEAN	SCHOOL BUS DRIVER 2/TRANSPORTATION/8.0	7/8/2011-9/10/2011	PER CBA 5.3.3
TRITCHLER, STACY	SCHOOL BUS DRIVER 2/TRANSPORTATION/7.9	5/6/2011-5/26/2011	PER CBA 5.2.9
RESIGNED THIS POSITION ONLY			
BINGHAM, DEBERA	CAFETERIA SATELLITE MANAGER/LCC/7.0	8/8/2011	INCREASE IN HOURS
FELIX, SHAWNEEN	IPS-CLASSROOM/LOMA VISTA/4.0	8/9/2011	INCREASE IN HOURS
FILIPPI, JANICE	CAFETERIA ASSISTANT/MJHS/2.5	8/9/2011	INCREASE IN HOURS
HANF, CAROLYN	PARENT CLASSROOM AIDE-RESTR/SHASTA/1.2	8/9/2011	INCREASE IN HOURS
IMHOFF, LORI	IPS-CLASSROOM/EMMA WILSON/3.0	5/26/2011	VOLUNTARY RESIGNATION
POWELL, SARAH	PARENT CLASSROOM AIDE-RESTR/SHASTA/3.9	8/9/2011	INCREASE IN HOURS
RAVETZ, ANGELA	IA-SPECIAL EDUCATION/BJHS/7.1	8/9/2011	INCREASE IN HOURS
RAVETZ, ANGELA	IA-SPECIAL EDUCATION/BJHS/5	8/9/2011	INCREASE IN HOURS
SOBRERO, EVELYN	CAFETERIA ASSISTANT/CJHS/2.0	8/9/2011	INCREASE IN HOURS
XIONG, MAI	TARGETED CASE MANGER-BILINGUAL/MCMANUS/4.0	8/9/2011	INCREASE IN HOURS

(Consent Vote)

AYES: Kaiser, Reed, Robinson, Griffin

NOES: None

ABSENT: Thompson

8. DISCUSSION/ACTION CALENDAR**ITEMS REMOVED FROM CONSENT FOR FURTHER DISCUSSION:****Item 7.3.3. Consider Approval of Nutrition Services Bids**

At 6:35 p.m. Board Vice President Reed shared concerns regarding high fructose syrup in the sweetened chocolate milk. Vince Enserro, the new Director of Nutrition Services and Tanya Harter, Nutrition Specialist addressed questions. Board Vice President Reed made a motion to accept the bid recommendations without chocolate milk; seconded by Board Clerk Robinson.

AYES: Reed

NOES: Kaiser, Robinson, Griffin

ABSENT: Thompson

The motion did not pass. Discussions continued regarding the effects of not offering chocolate milk. It was suggested that Nutrition Services pilot a study at one of the schools by moving the location of chocolate milk, rather than removing all chocolate milk. It was noted that Sierra Cascade Nutrition and Activity Consortium (SCNC) (through CSU, Chico) was studying the breakfast and lunch programs and rather than duplicate studies, CUSD should wait for their report. Board Member Griffin moved to approve the Nutrition Services Bids; seconded by Board Clerk Robinson.

AYES: Kaiser, Robinson, Griffin

NOES: Reed

ABSENT: Thompson

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Item 7.4.2. Consider Approval of Classified Human Resources Actions

At 6:45 p.m. Board Clerk Robinson requested clarification of the Classified Human Resources Actions. Assistant Superintendent Feaster and Director Koll presented information. Board Member Griffin moved to approve the Classified Human Resources Actions; seconded by Board Vice President Reed.

AYES: Kaiser, Reed, Robinson, Griffin

NOES: None

ABSENT: Thompson

8.1. BUSINESS SERVICES**8.1.1. Discussion/Action: Attention2Attendance® (A2A)**

At 6:58 p.m. Assistant Superintendent Fitzgerald presented information on the School Innovations & Advocacy software program Attention2Attendance. Board Vice President Reed moved to approve the contract with discretion to do the training that Business Services feels is necessary; seconded by Board Member Griffin.

AYES: Kaiser, Reed, Robinson, Griffin

NOES: None

ABSENT: Thompson

8.1.2. Discussion/Action: Increase Fees for Home to School Transportation

At 7:13 p.m. Assistant Superintendent Fitzgerald presented information on the proposal to increase fees for home to school transportation and addressed questions. Board Member Griffin moved to increase the fee to \$4.00 with direction to staff to look into what actual costs and ridership numbers are and require staff to review rates every year. Board Vice President Reed seconded the motion and offered a friendly amendment that transportation fees and ridership information would be reviewed by the Board every year in March.

AYES: Kaiser, Reed

NOES: Robinson, Griffin

ABSENT: Thompson

The motion did not pass. Board Vice President Reed moved to approve an increase in the fee for home to school transportation to \$4.00 with the following stipulations: personnel will create a tiered system for charges; there will be a maximum charge of two per family; there will be a yearly review of fees in March; and the department will review effects of the increase before the end of the first semester and make adjustments for the second semester, if necessary; the motion was seconded by Board Member Griffin.

AYES: Kaiser, Reed, Griffin

NOES: Robinson

ABSENT: Thompson

8.1.3. Discussion/Action: Meal Count and Collection Procedures (MCCP) for Lunch and Breakfast

At 7:57 p.m. Director Enserro presented information and addressed questions from the Board. Board Vice President Reed moved to approve the changes to the MCCP Procedures; seconded by Board Clerk Robinson.

AYES: Kaiser, Reed, Robinson, Griffin

NOES: None

ABSENT: Thompson

8.1.4. Discussion/Action: Nutrition Services Presentation

At 8:11 p.m. Nutrition Specialist Harter presented information on Board Policy 5030, Student Wellness. Board Member Griffin moved to approve the changes to Board Policy 5030, Student Wellness, with the additional changes:

1. Add "Effective July 1, 2012," to the second sentence under the heading **Integrated Nutrition Education**, on page 2 of 6, so it reads as follows: Effective July 1, 2012, teachers will incorporate nutrition education into their instruction.
2. Add "intended" to the second sentence on page 4 of 6, so it reads as follows: The district shall

MINUTES

require all persons bringing food on campus intended to share with others to adhere to the "CUSD Nutritious Foods Pledge" which must be reviewed and signed prior to bringing food on campus.

3. The deleted word "or" will be left in the second paragraph on page 4 of 6.
4. The third paragraph on page 4 of 6, beginning with "School staff shall" will be deleted.
5. Add "and effectiveness" to the last paragraph on page 4 of 6, so it reads as follows: The Superintendent or designee shall report to the Board at least every two years on the implementation and effectiveness of this policy and any other Board policies related to nutrition and physical activity.

The motion was seconded by Board Clerk Robinson.

AYES: Reed, Robinson, Griffin

NOES: Kaiser

ABSENT: Thompson

9. **ITEMS FROM THE FLOOR**

At 9:22 p.m. Parent Representative Michael Schooling introduced the new District 13 PTA President, Todd Sturges.

10. **ANNOUNCEMENTS**

At 9:23 p.m. Board President Kaiser reminded everyone that school would be starting in twenty days.

11. **ADJOURNMENT**

At 9:24 p.m. Board President Kaiser adjourned the open session and noted the Board was returning to closed session. At 9:55 p.m. Board President Kaiser announced there was nothing to report from Closed Session and the meeting was adjourned.

:mm

APPROVED:

Board of Education

Administration

MINUTES

1. **CALL TO ORDER**

At 5:00 p.m. Board President Kaiser called the Special Board Meeting to order in the Large Conference Room at the Chico Unified district office, 1163 East 7th Street, and announced they were moving into Closed Session. There was no public comment on Closed Session Items.

Present: Kaiser, Reed, Robinson, Griffin

Absent: Thompson

2. **CLOSED SESSION**2.1 **Public Employee Appointment**

Per Government Code Section 54957

Title: Principal, Chico Junior High School

2.2 **Conference with Legal Counsel**

Anticipated Litigation – Significant exposure to litigation

Per Government Code Section 54956.9(b)

(One Case)

Attending:

Kelly Staley, Superintendent

Bob Feaster, Asst. Superintendent

Maureen Fitzgerald, Asst. Superintendent

John Bohannon, Director

John Yeh, Attorney at Law

RECONVENE TO REGULAR SESSION3. **Call to Order:** At 6:00 p.m. Board President Kaiser called the meeting to order.

Report Action Taken in Closed Session: Board President Kaiser announced the Board had approved the appointment of Pedro Caldera as Principal of Chico Junior High School and there was nothing more to report.

4. **DISCUSSION/ACTION CALENDAR**

At 6:03 p.m. Board President Kaiser presented the timelines for Agenda Item 4.1.1., Public Hearing Regarding Revocation of Chico Green School Charter. John Bohannon, CUSD Director of Alternative Education would be allowed 10 minutes total to speak. Representatives for Chico Green School would be allowed 10 minutes total to speak. Three people who were “pro” Chico Green would be allowed three minutes each to speak and then three people who were “con” Chico Green would be allowed three minutes each to speak. Students would be allowed to speak first. She reminded everyone that tonight’s meeting was for a Public Hearing and for Information only and that people still had time to contact the Board with concerns by mail, email, phone, etc. until August 17, 2011, when the Agenda Item would return for action by the CUSD Board.

4.1. **EDUCATIONAL SERVICES**4.1.1 **Public Hearing/Information:** Public Hearing Regarding Revocation of Chico Green School (CGS) Charter

Director Bohannon presented a history of the CGS Charter, explained why two Notice of Remedy letters had been sent and the reasons for considering revocation of the CGS Charter. Kent Sandoe, Treasurer and Board member of CGS introduced ten new CGS teachers. Jennifer McQuarrie, Attorney, addressed concerns regarding processes. Shana Murray, new CGS Director, discussed future plans for improving the curriculum and meeting WASC accreditation. At 6:20 p.m. the Public Hearing was open. Ryan Shidyak and Nathan Collins, students; David Orneallas, Chair of the CGS Board of Directors; Cynthia Bryant, parent; Jessica Vandehoven; Selena Logan, founder and Administrator; and Tara Nordstrom and Keith Gilbert, teachers, addressed the Board. At 6:40 p.m. the Public Hearing was closed.

5. **ADJOURNMENT**

At 6:42 p.m. Board President Kaiser announced the meeting was adjourned.

:mm

APPROVED:

Board of Education

Administration

DONATIONS/GIFTS

7.1.2.
Page 1 of 1

Donor	Item	Recipient
David Welton	Books @ \$800.00	Marigold
Alfredo Navarro	Soccer Jerseys @ \$200.00	McManus
Sierra Nevada Brewery	\$200.00	Marsh Jr. High
Ravin Wilkins	Books @ \$72.00	Pleasant Valley High
Ann Dempsey	Books @ \$561.00	Pleasant Valley High
Camille Panighetti	Books @ \$168.00	Pleasant Valley High

AGENDA ITEM: Consulting Agreements for Athletic Officials

Prepared by: Lisa Baker, PVHS

☒ Consent

Board Date August 17, 2011

☐ Information Only

☐ Discussion/Action

Background Information

Consultant Agreements for officials for games and tournaments:

NCBOA - Northern California Basketball Officials Association: \$13,200

NCVOA – Northern California Volleyball Officials Association: \$13,000

NCBSOA – Northern California Baseball/Softball Officials Association: \$16,250

NCOA: Northern California Officials Association: \$5,300

Education Implications

Provide officials for athletic contests.

Fiscal Implications

Associated Student Body funds. No impact on district funds.

Mandatory Instructions
(click to view)

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

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CA# _____
7.2.1.
Page 2 of 9

CONSULTANT AGREEMENT

For Services Provided to ASB

ASB - sent D.O.
8/3/11

1. A completed BS10a. "Guidelines for Employing Independent Contract Consultants" certificate 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 ASB and:

Name: NCBOA - Northern California Basketball Officials Association
Street Address/POB: 1702 Spruce Avenue
City, State, Zip Code: Chico, CA 95926
Phone: 530-343-2017

Taxpayer ID/SSN: 68-0349099

This agreement will be in effect (Current Fiscal Year) From: 10/1/2011

To: 3/31/2012

Location(s) of Services: (site)

Pleasant Valley High School

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

Provide officials for Pleasant Valley High School Basketball games and tournaments (Girls and Boys); 2011-12 season.

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

Allow basketball games with officials

5. **ASB account name to be Charged:** (corresponding to accounts below)

- 1) ASB Boys Basketball - 451
- 2) ASB Girls Basketball - 452
- 3) ASB General Athletics - 401

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

	Pct (%)	Account #	Amount
1)	100%	451	\$4,000.00
2)	100%	452	\$4,000.00
3)	100%	401	\$4,200.00

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

\$ 200.00 Per Unit, times 61 # Units = \$ 12,200.00 **Total for Services**

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

8. **Additional Expenses:** (i.e. mileage, hotel, air fare, etc)

451 - Boys Mileage	\$ 500.00
452 - Girls Mileage	\$ 500.00
	\$ 1,000.00

**Total for
Addit'l Expenses**

\$ 13,200.00

**Grand Total
(not to exceed)**

9. 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)

CA# _____

- a. 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. (Not applicable to Contract Employee)
- b. 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.
- c. 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.
- d. If applicable, the Consultant will certify in writing, using Administration Form #3515.6.1, 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.
- e. 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.
- f. 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. (Not applicable to Contract Employee)
- g. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
- h. 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.

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

Bill Padula (Signature of Consultant) Bill Padula (Print Name) 7-19-11 (Date)

12. RECOMMENDED:

Pam Jackson (Signature of Originating Faculty Advisor) Pam Jackson, Athletic Director (Print Name) 6/1/11 (Date)

APPROVED:

ASB Requisition/PO # 5004 issued by ASB Accounting Office. **
Carol Q. [Signature] (Signature of ASB Officer) Ethan Powell ASB Treasur. (Print Name and Title) 8-1-11 (Date)

APPROVED:

John Shepherd (Signature of Principal) John Shepherd (Print Name and Title) 8-1-11 (Date)

Scott Jones (Signature of Administrator – Business Services) Scott Jones Director, Fiscal Services (Print Name and Title) 8/1/11 (Date)

** ASB Requisition/PO required before C.A. submitted to District for approval.

RECEIVED AUG 02 2011

13. Authorization for Payment:

Consultant

Contract Employee

(a). CHECK REQUIRED (Invoice to accompany payment request):

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

(b).

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

Mandatory Instructions
(click to view)

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



CONSULTANT AGREEMENT
For Services Provided to ASB

RECEIVED JUN 10 2011

1. A completed BS10a, "Guidelines for Employing Independent Contract Consultants" certificate 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 ASB and:

Name: Northern California Volleyball Officials Association - Chico
Street Address/POB: 415 Silver Lake Drive
City, State, Zip Code: Chico, CA 95973
Phone: 530-345-0415 or 530-843-4063

Taxpayer ID/SSN: 20-0160284

This agreement will be in effect (Current Fiscal Year) From: 8/1/2011

To: 5/31/2012

Location(s) of Services: (site)

Pleasant Valley High School gyms, (Champion Christian and Bidwell Jr. for tournaments)

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

Provide officials for Pleasant Valley High School Volleyball matches. (Girls in Fall 2011, Boys in Spring 2012)

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

Allow high school Volleyball matches to happen with officials.

5. ASB account name to be Charged: (corresponding to accounts below)

- 1) ASB G Volleyball - 465
- 2) ASB B Volleyball - 425
- 3) ASB General Athletics - 401

6. Account(s) to be Charged:

Pct (%)	Account #	Amount
1) 100%	465	\$4,500.00
2) 100%	425	\$5,000.00
3) 100%	401	\$2,500.00

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

\$ 75.00 Per Unit, times 160 # Units = \$ 12,000.00

Total for Services

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

8. Additional Expenses: (i.e. mileage, hotel, air fare, etc)

465 Mileage	\$ 500.00	
425 Mileage	\$ 500.00	
	\$	\$ 1,000.00

Total for
Addit'l Expenses

\$ 13,000.00

Grand Total
(not to exceed)

9. 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)

CA#

- a. 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. (Not applicable to Contract Employee)
- b. 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.
- c. 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.
- d. If applicable, the Consultant will certify in writing, using Administration Form #3515.0.1, that criminal background checks have been completed as per Board Policy #3513.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
- e. 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.
- f. 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. (Not applicable to Contract Employee)
- g. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
- h. 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.

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

[Signature] Terese Howell 6/6/11
(Signature of Consultant) (Print Name) (Date)

[Signature] Pam Jackson, Athletic Director 6/1/11
(Signature of Organizing Faculty Advisor) (Print Name) (Date)

APPROVED: ASB Requisition/PO # 5001 Issued by ASB Accounting Office. 6/2/11
(Signature of ASB Officer) (Print Name and Title) (Date)

[Signature] John Shepherd - Principal 6/24/11
(Signature of Principal) (Print Name and Title) (Date)

APPROVED: [Signature] Director, Fiscal Services 8/2/11
(Signature of Administrator - Business Services) (Print Name and Title) (Date)

13. Authorization for Payment: ☒ Consultant ☐ Contract Employee

(a). CHECK REQUIRED (Invoice to accompany payment request):

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

(b).
(Amount) (Originating Administrator Signature - Use Blue Ink) (Date)

Mandatory Instructions
(click to view)

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

CA#

CONSULTANT AGREEMENT

For Services Provided to ASB

RECEIVED JUN 20 2011

1. A completed BS10a, "Guidelines for Employing Independent Contract Consultants" certificate 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 ASB and:

Name: N.C.B.S.O.A.

Street Address/POB: 6020 Skyway

City, State, Zip Code: Paradise, CA 95969

Phone: 530-782-1975

Taxpayer ID/SSN: 68-0341706

This agreement will be in effect (Current Fiscal Year) From: 8/11/2011

To: 5/31/2012

Location(s) of Services: (site)

Pleasant Valley High School fields and Hooker Oak Park fields

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

Provide officials for Pleasant Valley High School Field Hockey matches, Baseball and Softball games; 2011-12

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

Allow hockey matches with officials. Allow Baseball and Softball games with umpires (Same association)

5. ASB account name to be Charged: (corresponding to accounts below)

- 1) ASB account 401 or 426 Field Hockey
- 2) ASB account 401 or 450 Baseball
- 3) ASB account 401 or 459 Softball

6. Account(s) to be Charged:

Pct (%)	Account #	Amount
1) 100%	426	\$1,500.00
2) 100%	450	\$2,500.00
3) 100%	459	\$7,000.00

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

\$ 110.00

Per Unit, times 100

Units = \$ 11,000.00

Total for Services

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

8. Additional Expenses: (i.e. mileage, hotel, air fare, etc)

401 General Athletics

\$ 4,400.00

426 Field Hockey Mileage

\$ 250.00

450 /459 Baseball & Softball Mileage/Fees

\$ 600.00

\$ 5,250.00

Total for
Addit'l Expenses

\$ 16,250.00

Grand Total
(not to exceed)

9. Amounts of \$5,000.00 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)

CA# _____

- a. 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. (Not applicable to Contract Employee)
- b. 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.
- c. 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.
- d. If applicable, the Consultant will certify in writing, using Administration Form #3515.6-1, 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.
- e. 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.
- f. 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. (Not applicable to Contract Employee)
- g. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
- h. 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.

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

David Wallevand
(Signature of Consultant) (Print Name) 6/8/11
(Date)

Pam Jackson, Athletic Director
(Signature of Designating Authority) (Print Name) 6/1/11
(Date)

APPROVED: ASB Requisition/PO # 5002 Issued by ASB Accounting Office. **
Phan Powell ASB Treasurer 6/24/11
(Signature of ASB Officer) (Print Name and Title) (Date)
John Shepherd Principal 6/24/11
(Signature of Principal) (Print Name and Title) (Date)

APPROVED: Director, Fiscal Services 8/2/11
(Signature of Assistant Superintendent, Business Services) (Print Name and Title) (Date)

13. **Authorization for Payment:**

☒ Consultant ☐ Contract Employee

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

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

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

~~Mandatory Instructions~~
(click to view)

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



RECEIVED JUN 10 2011

CONSULTANT AGREEMENT

For Services Provided to ASB

1. A completed BS10a. "Guidelines for Employing Independent Contract Consultants" certificate 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 ASB and:

Name: NCOA: Northern California Officials Association - Chico

Street Address/POB: 928 Thomasson Lane

City, State, Zip Code: Paradise, CA 95969

Phone: 530-521-8695

Taxpayer ID/SSN: 85-1169717

This agreement will be in effect (Current Fiscal Year) From: 8/1/2011

To: 12/1/2011

Location(s) of Services: (site)

Pleasant Valley High School Football field

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

Provide officials for Pleasant Valley High School Football games, 2011 season.

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

Allow high school football games with officials.

5. ASB account name to be Charged: (corresponding to accounts below)

1) ASB General Athletics - 401

2) ASB Football

3)

6. Account(s) to be Charged:

Pct (%)	Account #	Amount
1) 100%	401	\$2,250.00
2) 100%	454	\$2,250.00
3) 0%		

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

Per Unit times 20 # Units = \$ 4,500.00

Total for Services

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

8. Additional Expenses: (i.e. mileage, hotel, air fare, etc)

Mileage \$ 600.00

Assigning Fee \$ 200.00

\$ 800.00

Total for
Addn'l Expenses

\$ 5,300.00

Grand Total
(not to exceed)

9. Amounts of \$5,000.00 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 BSI0a)

CA#

- a. 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. (Not applicable to Contract Employee)
- b. 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.
- c. 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.
- d. If applicable, the Consultant will certify in writing, using Administration Form #3313.1, that criminal background checks have been completed as per Board Policy #3313.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
- e. 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.
- f. 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. (Not applicable to Contract Employee)
- g. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
- h. 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.

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

Kimball Shirey (Signature of Consultant) Kimball Shirey, President (Print Name) 6/4/11 (Date)

12. **RECOMMENDED:** *Pam Jackson* (Signature of Originating Faculty Advisor) Pam Jackson, Athletic Director (Print Name) 6/1/11 (Date)

APPROVED: ASB Requisition/PO # *5006* issued by ASB Accounting Office. **
John Shepherd (Signature of ASB Director) John Shepherd, Principal (Print Name and Title) 6/24/11 (Date)

APPROVED: *Scott Jones* (Signature of Business Services Director) Director, Fiscal Services (Print Name and Title) 8/2/11 (Date)

13. **Authorization for Payment:** ☒ Consultant ☐ Contract Employee

(a). CHECK REQUIRED (Invoice to accompany payment request):	
<input type="checkbox"/> Partial Payment thru: _____ (Date)	
<input type="checkbox"/> Full or Final Payment	
(b). \$ _____ (Amount)	
_____ (Originating Administrator Signature - Use Blue Ink)	_____ (Date)

AGENDA ITEM: Chico High Officials for Athletic Events

Prepared by: Chip Carton

☒ Consent

Board Date August 17, 2011

☐ Information Only

☐ Discussion/Action

Background Information

To provide officials for games involving Chico High as the Host school.
To provide CHS students with fair and safe athletic contests as required by CIF guidelines.

Education Implications

None

Fiscal Implications

Being Paid for out of ASB funds

Additional Information

Non-League Officials will be paid by the specific team through transfers.

CONSULTANT AGREEMENT
For Services Provided to ASB

1. A completed BS10a. "Guidelines for Employing Independent Contract Consultants" certificate is:

X On File (click to view) Attached

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

X On File (click to view) Attached

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

Name: NSCOA (Chico Grapplers Association)
Street Address/POB: 4340 Tuliyan Drive
City, State, Zip Code: Chico, CA 95973
Phone: 530-864-7337

Taxpayer ID/SSN:

This agreement will be in effect (Current Fiscal Year) From: 8/1/2011

To: 6/30/2012

Location(s) of Services: (site) Chico High

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

Provide Officials for Wrestling matches involving Chico High as the host school

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

Provide students of CHS with fair and safe athletic contests as required by CIF guidelines and NFHS rules

5. ASB account name to be Charged: (corresponding to accounts below)

- 1) Ath Wrestling
- 2)
- 3)

6. Account(s) to be Charged:

	Pct (%)	Account #	Amount
1)	100	134	11,200.00
2)			
3)			

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

\$	Various	Per Unit, times	# Units =	\$ 10,000.00	Total for Services
(Unit:	Per Hour	Per Day	X Per Activity)		

8. Additional Expenses: (i.e. mileage, hotel, air fare, etc)

Mileage	\$ 800.00	
Assignor Fee	\$ 400.00	
	\$	\$
	\$ 11,200.00	Total for Addit'l Expenses
		Grand Total (not to exceed)

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

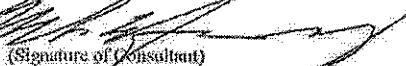
(to be completed by Business Services)

CONSULTANT TERMS AND CONDITIONS


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



- a. 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. (Not applicable to Contract Employee)
- b. 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.
- c. 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.
- d. If applicable, the Consultant will certify in writing, using _____, that criminal background checks have been completed as per _____ prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
- e. 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.
- f. 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. (Not applicable to Contract Employee)
- g. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
- h. 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.

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

 **Mark Hernandez** **6/14/2011**
(Signature of Consultant) (Print Name) (Date)

12. RECOMMENDED:
 **CHIP CARTON** **8/12/11**
(Signature of Originating Faculty Advisor) (Print Name) (Date)

APPROVED:
 **Tori Williams (President)** **8/12/11**
(Signature of ASB Officer) (Print Name and Title) (Date)
ASB Requisition/PO # 212041 issued by ASB Accounting Office. **
**ASB Requisition/PO# required before C.A. submitted to District for approval.

APPROVED:
 **PRINCIPAL - JIM HANLON** **8/12/11**
(Signature of Administrator Business Services) (Print Name and Title) (Date)
 **Scott Jones, Director, Fiscal Services** **8/12/11**
(Signature of Director, Fiscal Services) (Print Name and Title) (Date)

13. Authorization for Payment: ☒ Consultant ☐ Contract Employee

(a). CHECK REQUIRED (Invoice to accompany payment request):

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

Scott Jones Director, Fiscal Services

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

CONSULTANT AGREEMENT

For Services Provided to ASB

1. A completed BS10a. "Guidelines for Employing Independent Contract Consultants" certificate is:

X On File (click to view) Attached

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

X On File (click to view) Attached

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

Name: NCVOA Chico
Street Address/POB: 415 Silver Lake Drive
City, State, Zip Code: Chico, CA 95973
Phone: 530-893-9063
Taxpayer ID/SSN: 20-0160284

This agreement will be in effect (Current Fiscal Year) From: 8/1/2011

To: 6/30/2012

Location(s) of Services: (site) Chico High

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

Provide Officials for Volleyball games involving Chico High as the host school

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

Provide students of CHS with fair and safe athletic contests as required by CIF guidelines and NFHS rules

5. ASB account name to be Charged: (corresponding to accounts below)

- 1) Boys Volleyball
- 2)
- 3)

6. Account(s) to be Charged:

	Pct (%)	Account #	Amount
1)	100	670	6,200.00
2)			
3)			

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

\$ Various Per Unit, times # Units = \$ 5000.00 Total for Services

(Unit: Per Hour Per Day X Per Activity)

8. Additional Expenses: (i.e. mileage, hotel, air fare, etc)

Mileage	\$ 800.00
Assignor Fee	\$ 400.00
	\$

Total for
Addit'l Expenses

\$ 6200.00

Grand Total
(not to exceed)

9. 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)

CA# _____

7.2.2.

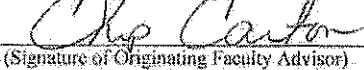
Page 5 of 15

- a. 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. (Not applicable to Contract Employee)
- b. 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.
- c. 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.
- d. If applicable, the Consultant will certify in writing, using Administration Form #3515.6.1, 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.
- e. 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.
- f. 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. (Not applicable to Contract Employee)
- g. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
- h. 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.

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)	<u>Terese Howell</u> (Print Name)	<u>6/2/11</u> (Date)
---	--------------------------------------	-------------------------



12. RECOMMENDED:

 (Signature of Originating Faculty Advisor)	<u>CHIP CARTON</u> (Print Name)	<u>8/12/11</u> (Date)
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APPROVED:

ASB Requisition/PO # 212043 issued by ASB Accounting Office. **

**ASB Requisition/PO# required before C.A. submitted to District for approval.

 (Signature of ASB Officer)	<u>Tori Williams (President)</u> (Print Name and Title)	<u>8/12/11</u> (Date)
 (Signature of Principal)	<u>Jim HANLON - PRINCIPAL</u> (Print Name and Title)	<u>8/12/11</u> (Date)

APPROVED:

Scott Jones Director, Fiscal Services

 (Signature of Administrator - Business Services)	<u>Scott Jones</u> (Print Name and Title)	<u>8/12/11</u> (Date)
---	--	--------------------------

13. Authorization for Payment:



Consultant



Contract Employee

(a). CHECK REQUIRED (Invoice to accompany payment request):

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

(b).

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

CONSULTANT AGREEMENT

For Services Provided to ASB

1. A completed BS10a. "Guidelines for Employing Independent Contract Consultants" certificate is:

X On File (click to view) Attached

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

X On File (click to view) Attached

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

Name: NCVOA Chico

Street Address/POB: 415 Silver Lake Drive

City, State, Zip Code: Chico, CA 95973

Phone: 530-893-9063

Taxpayer ID/SSN: 20-0160284

This agreement will be in effect (Current Fiscal Year) From: 8/1/2011

To: 6/30/2012

Location(s) of Services: (site) Chico High

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

Provide Officials for Volleyball games involving Chico High as the host school

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

Provide students of CHS with fair and safe athletic contests as required by CIF guidelines and NFHS rules

5. **ASB account name to be Charged:** (corresponding to accounts below)

- 1) Ath Volleyball
- 2)
- 3)

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

	Pct (%)	Account #	Amount
1)	100	132	6,200.0
2)			
3)			

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

\$	Various	Per Unit, times	# Units =	\$	5000.00	Total for Services
(Unit:	Per Hour	Per Day	X Per Activity)			

8. **Additional Expenses:** (i.e. mileage, hotel, air fare, etc)

Mileage	\$	800.00
Assignor Fee	\$	400.00
	\$	

**Total for
Addit'l Expenses**

\$ 6200.00

**Grand Total
(not to exceed)**

9. 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)

CA# _____

7.2.2.

Page 7 of 15

- a. 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. (Not applicable to Contract Employee)
- b. 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.
- c. 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.
- d. If applicable, the Consultant will certify in writing, using Administration Form #3515.6.1, 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.
- e. 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.
- f. 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. (Not applicable to Contract Employee)
- g. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
- h. 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.

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

[Signature] (Signature of Consultant) Terese Howell (Print Name) 4/2/11 (Date)

12. RECOMMENDED:

Chip Carton (Signature of Originating Faculty Advisor) CHIP CARTON (Print Name) 8/12/11 (Date)

APPROVED:

ASB Requisition/PO # 212012 issued by ASB
Accounting Office. **

**ASB Requisition/PO# required
before C.A. submitted to District for
approval.

Zoe Williams (Signature of ASB Officer) Tori Williams (President) (Print Name and Title) 8/12/11 (Date)

[Signature] (Signature of Principal) JIM HANLON - PRINCIPAL (Print Name and Title) 8/12/11 (Date)

APPROVED:

[Signature] (Signature of Administrator – Business Services) Scott Jones Director, Fiscal Services (Print Name and Title) 8/12/11 (Date)

13. Authorization for Payment:



Consultant



Contract Employee

(a). CHECK REQUIRED (Invoice to accompany payment request):

☐ Partial Payment thru: _____
(Date)

☐ Full or Final Payment

(b).

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

CONSULTANT AGREEMENT

For Services Provided to ASB

1. A completed BS10a. "Guidelines for Employing Independent Contract Consultants" certificate is:

X On File (click to view) Attached

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

X On File (click to view) Attached

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

Name: NCOA Football Officials

Street Address/POB: 1572 Hawthorne Ave.

City, State, Zip Code: Chico, CA 95926

Phone: 530-671-7087

Taxpayer ID/SSN: 65-1169717

This agreement will be in effect (Current Fiscal Year) From: 8/1/2011

To: 6/30/2012

Location(s) of Services: (site) Chico High

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

Provide Officials for Football games involving Chico High as the host school

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

Provide students of CHS with fair and safe athletic contests as required by CIF guidelines and NFHS rules

5. **ASB account name to be Charged:** (corresponding to accounts below)

- 1) Athletic Football
- 2)
- 3)

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

	Pct (%)	Account #	Amount
1)	100	114	8700.00
2)			
3)			

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

\$ Various Per Unit, times # Units = \$ 7500.00 Total for Services

(Unit: Per Hour Per Day X Per Activity)

8. **Additional Expenses:** (i.e. mileage, hotel, air fare, etc)

Mileage \$ 800.00

Assignor Fee \$ 400.00

\$ \$

Total for
Addit'l Expenses

\$ 8700.00

Grand Total
(not to exceed)

9. 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)

CA# _____

7.2.2.

Page 9 of 15

- a. 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. (Not applicable to Contract Employee)
- b. 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.
- c. 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.
- d. If applicable, the Consultant will certify in writing, using Administration Form #3515.6.1, 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.
- e. 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.
- f. 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. (Not applicable to Contract Employee)
- g. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
- h. 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.

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)

12. RECOMMENDED:

(Signature of Originating Faculty Advisor)

(Print Name)

(Date)

APPROVED:

ASB Requisition/PO # 212038 issued by ASB Accounting Office. **

**ASB Requisition/PO# required before C.A. submitted to District for approval.

(Signature of ASB Officer)

(Print Name and Title)

(Date)

(Signature of Principal)

(Print Name and Title)

(Date)

APPROVED:

(Signature of Administrator – Business Services)

Scott Jones Director, Fiscal Services

(Print Name and Title)

(Date)

13. Authorization for Payment:

☒ Consultant

☐ Contract Employee

(a). CHECK REQUIRED (Invoice to accompany payment request):

☐

Partial Payment thru: _____

(Date)

☐

Full or Final Payment

(b).

\$ _____

(Amount)

(Originating Administrator Signature – Use Blue Ink)

(Date)

CONSULTANT AGREEMENT

For Services Provided to ASB

1. A completed BS10a. "Guidelines for Employing Independent Contract Consultants" certificate 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 ASB and:

Name: GSSRA

Street Address/POB: 4885 Balls Ferry Rd

City, State, Zip Code: Anderson, CA 96007

Phone: 530-378-2553

Taxpayer ID/SSN: 68-057079

This agreement will be in effect (Current Fiscal Year) From: 8/1/2011

To: 6/30/2012

Location(s) of Services: (site) Chico High

3. **Scope of Work** to be performed: (attach separate sheet if necessary)
Provide Officials for soccer games involving Chico High as the host school

4. **Goal (Strategic Plan, Site Plan, Other)** to be achieved as a result of Consultant services:
Provide students of CHS with fair and safe athletic contests as required by CIF guidelines and NFHS rules

5. **ASB account name to be Charged:** (corresponding to accounts below)

- 1) Ath Soccer Boys
- 2) Ath Soccer Girls
- 3)

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

	Pct (%)	Account #	Amount
1)	50	126	\$3,750.00
2)	50	127	\$3,750.00
3)			

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

\$	Per Unit, times	1	# Units =	\$	6,000.00	Total for Services
(Unit:	Per Hour	Per Day	X	Per Activity)		

8. **Additional Expenses:** (i.e. mileage, hotel, air fare, etc)

Mileage	\$	1,000.00
Assignor Fee	\$	500.00
	\$	

**Total for
Addit'l Expenses**

\$ 7,500.00

**Grand Total
(not to exceed)**

9. 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)

CA# _____

7.2.2.

Page 11 of 15

- a. 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. (Not applicable to Contract Employee)
- b. 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.
- c. 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.
- d. If applicable, the Consultant will certify in writing, using Administration Form #3515.6.1, 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.
- e. 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.
- f. 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. (Not applicable to Contract Employee)
- g. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
- h. 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.

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

Kevin C. Connors (Signature of Consultant) KEVIN C. CONNORS (Print Name) 6-12-11 (Date)

12. RECOMMENDED:

Chip Carton (Signature of Originating Faculty Advisor) CHIP CARTON (Print Name) 8/12/11 (Date)

APPROVED:

Tori Williams (Signature of ASB Officer) Tori Williams (President) (Print Name and Title) 8/12/11 (Date)

Jim Hanson (Signature of Principal) JIM HANSON - PRINCIPAL (Print Name and Title) 8/12/11 (Date)

APPROVED:

Scott Jones (Signature of Administrator – Business Services) Scott Jones Director, Fiscal Services (Print Name and Title) 8/12/11 (Date)

13. Authorization for Payment:

☐ Consultant

☐ Contract Employee

(a). CHECK REQUIRED (Invoice to accompany payment request):

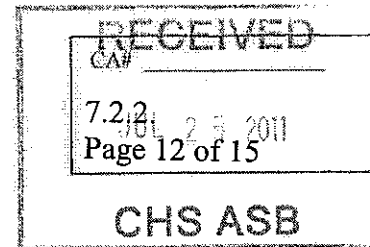
☐ Partial Payment thru: _____ (Date)

☐ Full or Final Payment

(b).

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

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



CONSULTANT AGREEMENT
For Services Provided to ASB

1. A completed BS10a. "Guidelines for Employing Independent Contract Consultants" certificate is:

X On File (click to view) Attached

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

X On File (click to view) Attached

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

Name: NCBOA Chico/Yuba (Basketball Officials)
Street Address/POB: 1702 Spruce Ave.
City, State, Zip Code: Chico, CA 95928
Phone: 530-345-2086
Taxpayer ID/SSN: 68-0349099

This agreement will be in effect (Current Fiscal Year) From: 8/1/2011 To: 6/30/2012
Location(s) of Services: (site) Chico High

3. **Scope of Work** to be performed: (attach separate sheet if necessary)
Provide Officials for Basketball games involving Chico High as the host school

4. **Goal (Strategic Plan, Site Plan, Other)** to be achieved as a result of Consultant services:
Provide students of CHS with fair and safe athletic contests as required by CIF guidelines and NFHS rules

5. **ASB account name to be Charged:** (corresponding to accounts below)

- 1) Athletic Boys Basketball
- 2) Athletic Girls Basketball
- 3)

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

	Pct (%)	Account #	Amount
1)	50	104	5,600.00
2)	50	106	5,600.00
3)			

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

\$	Various	Per Unit, times	# Units =	\$	10,000.00	Total for Services
(Unit:	Per Hour	Per Day	X Per Activity)			

8. **Additional Expenses:** (i.e. mileage, hotel, air fare, etc)

Mileage	\$	800.00	
Assignor Fee	\$	400.00	
	\$		
	\$	11,200.00	Total for Addit'l Expenses
			Grand Total (not to exceed)

9. 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)

CA# _____

7.2.2.

Page 13 of 15

- a. 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. (Not applicable to Contract Employee)
- b. 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.
- c. 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.
- d. If applicable, the Consultant will certify in writing, using Administration Form #3515.6.1, 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.
- e. 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.
- f. 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. (Not applicable to Contract Employee)
- g. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
- h. 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.

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

[Signature]
(Signature of Consultant)

DARRELL HOLLAND
(Print Name)

6/29/11
(Date)

12. RECOMMENDED:

Chip Carton
(Signature of Originating Faculty Advisor)

CHIP CARTON
(Print Name)

8/12/11
(Date)

APPROVED:

ASB Requisition/PO# 2/2040 issued by ASB
Accounting Office. **

**ASB Requisition/PO# required
before C.A. submitted to District for
approval.

Tori Williams
(Signature of ASB Officer)

Tori Williams (President)
(Print Name and Title)

8/12/11
(Date)

Jim Hanlon
(Signature of Principal)

JIM HANLON - PRINCIPAL
(Print Name and Title)

8/12/11
(Date)

APPROVED:

Scott Jones
(Signature of Administrator – Business Services)

Scott Jones Director, Fiscal Services
(Print Name and Title)

8/12/11
(Date)

13. Authorization for Payment:

Consultant



Contract Employee

(a). CHECK REQUIRED (Invoice to accompany payment request):

☐ Partial Payment thru: _____
(Date)

☐ Full or Final Payment

(b).

\$

(Amount)

(Originating Administrator Signature – Use Blue Ink)

(Date)

CONSULTANT AGREEMENT

For Services Provided to ASB

1. A completed BS10a. "Guidelines for Employing Independent Contract Consultants" certificate 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 ASB and:

Name: Nor Cal Field Hockey Association
Street Address/POB: 6020 Skyway
City, State, Zip Code: Paradise, CA 95969
Phone:

Taxpayer ID/SSN: 68-0341706

This agreement will be in effect (Current Fiscal Year) From: 8/1/2011

To: 6/30/2012

Location(s) of Services: (site) Chico High

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

Provide Officials for Field Hockey games involving Chico High as the host school

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

Provide students of CHS with fair and safe athletic contests as required by CIF guidelines and NFHS rules

5. **ASB account name to be Charged:** (corresponding to accounts below)

- 1) Athletic Field Hockey
- 2)
- 3)

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

	Pct (%)	Account #	Amount
1)	100	112	10,200.00
2)			
3)			

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

\$	Various	Per Unit, times	# Units =	\$	9,000.00	Total for Services
----	---------	-----------------	-----------	----	----------	--------------------

(Unit: Per Hour Per Day ☒ Per Activity)

8. **Additional Expenses:** (i.e. mileage, hotel, air fare, etc)

Mileage	\$	800.00
Assignor Fee	\$	400.00
	\$	

**Total for
Addit'l Expenses**

\$ 10,200.00

**Grand Total
(not to exceed)**

9. 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)

CA# _____

7.2.2.

Page 15 of 15

- a. 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. (Not applicable to Contract Employee)
- b. 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.
- c. 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.
- d. If applicable, the Consultant will certify in writing, using Administration Form #3515.6.1, 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.
- e. 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.
- f. 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. (Not applicable to Contract Employee)
- g. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
- h. 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.

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

Debi Jo Vaughan
(Signature of Consultant)

Debi Jo Vaughan
(Print Name)

8/12/11
(Date)

12. RECOMMENDED:

Chip Carton
(Signature of Originating Faculty Advisor)

CHIP CARTON
(Print Name)

8/12/11
(Date)

APPROVED:

ASB Requisition/PO # 7/2011 issued by ASB Accounting Office. **

**ASB Requisition/PO# required before C.A. submitted to District for approval.

Tori Williams
(Signature of ASB Officer)

Tori Williams (President)
(Print Name and Title)

8/12/11
(Date)

Jim Hanlon
(Signature of Principal)

JIM HANLON - PRINCIPAL
(Print Name and Title)

8/12/11
(Date)

APPROVED:

Scott Jones Director, Fiscal Services

Scott Jones
(Signature of Administrator – Business Services)

Scott Jones
(Print Name and Title)

8/12/11
(Date)

13. Authorization for Payment:



Consultant



Contract Employee

(a). CHECK REQUIRED (Invoice to accompany payment request):

☐ Partial Payment thru: _____
(Date)

☐ Full or Final Payment

(b).

\$

(Amount)

(Originating Administrator Signature – Use Blue Ink)

(Date)

PROPOSED AGENDA ITEM: E Center – Head Start Programs

Prepared by: Janet Brinson

☒ Consent

Board Date August 17, 2011

☐ Information Only

☐ Discussion/Action

Background Information

Year 5 of a five year contract with E Center Head Start program to provide services to teen mothers and children up to 36 months to meet the requirements for the Cal Safe program.

Educational Implications

The contract is to provide a comprehensive approach to supporting the development of both the family and the child.

Fiscal Implications

None to the General Fund.

Mandatory Instructions
(click to view)

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

7.2.3.
Page 2 of 3

Business Services Use Only	
CA#	_____
V#	_____

CONSULTANT AGREEMENT

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

☒ On File (click to view) ☐ Attached

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

☒ On File (click to view) ☐ Attached

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

Name: e Center
Street Address/POB: 410 Jones Street
City, State, Zip Code: Ukiah, CA 95482
Phone: 707-468-0194
Taxpayer ID/SSN: 94-2232933

This agreement will be in effect from: 07/01/11 to 06/30/12

Location(s) of Services: (site) Fair View High School

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

Collaboration to provide support and services to teen mothers and their children up to 36 months.
Full day child care is provided to children of Fair View teen parents while they attend classes.
e Center provides meals, snacks and parent support. This is the fifth year of a 5 year contract.

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

Meet the child care requirements for the Cal Safe program. Provide a comprehensive approach to supporting the development of both the family and the child.

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

- 1) ARRA Stimulus Carryover
2)
3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	3207	670	0001	670	5800	14	670
2)							5800	14	
3)							5800	14	

7. Is there an impact to General Fund, Unrestricted funding?:

☐ Yes ☒ No

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

\$ 60,000.00 Per Unit, times 1.00 # Units = \$ 60,000.00 Total for Services

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

9. Additional Expenses:

\$
\$
\$

-0-
\$60,000.00

Total for
Addit'l Expenses
Grand Total

10. 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 B510a)

Consultant Name: **e Center**

Business Services Use Only	
CA#	_____
V#	_____

- The Consultant will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Consultant Agreement. Consultant shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Consultant's employees.
- Consultant shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page 1 of this Agreement.
- In the performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.
- If applicable, the Consultant will certify in writing, using Administration Form #3513.6, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
- Consultant agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Consultant's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Consultant, and/or the Consultant's employee or agents.
- Consultant will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the District.
- Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
- The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become applicable to Consultant, Consultant's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.
- The District will determine whether the Consultant will be paid by vendor check as a Consultant or payroll check as a Contract Employee (with taxes withheld) by reviewing the completed Certificate of Independent Consultant Agreement (a blank sample may be viewed at http://www.chicousd.org/dept/business/documents/Consultant_Agreement.pdf). IRS publication SWR 40 and IRS Ruling 87-41 will assist in determining the payment method applied to this Agreement.
- 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.
- 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.
- 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.
- 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.
- AGREED TO AND ACCEPTED:** (If determined to be a Contract Employee, a payroll check will be issued with applicable taxes withheld.)

(Signature of Consultant)

Thomas F. Wagner, CEO
(Print Name)

(Date)

15. RECOMMENDED:

(Signature of Originating Administrator)

Janet Brinson, Director
(Print Name)

(Date)

16. APPROVED:

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

Dave Scott, Director
(Print Name)

(Date)

APPROVED:

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

☒ Consultant
Scott Jones, Director, Fiscal Services
(Print Name)

Contract Employee

(Date)

17. 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: A+ Educational Centers

PREPARED BY: Janet Brinson

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

Board Date: August 17, 2011

Background Information

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

Education Implications

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

Fiscal Implications

None to the General Fund.

Mandatory Instructions
(click to view)

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

7.2.4.
Page 2 of 3

Business Services Use Only

CA# _____

V# _____

CONSULTANT AGREEMENT

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

☒ On File (click to view) ☐ Attached

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

☒ On File (click to view) ☐ Attached

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

Name: A+ Educational Centers
Street Address/POB: 29752 Baden Pl.
City, State, Zip Code: Malibu, CA 90265
Phone: 310-457-7657
Taxpayer ID/SSN: 03-0552896

This agreement will be in effect from: 09/01/11 to 06/30/12

Location(s) of Services: (site) Chapman, Citrus, McManus, Parkview, Rosedale Elementary,
Bidwell Jr. and Chico Jr. High
(attach separate sheet if necessary)

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

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

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

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

- 1) Title I
- 2)
- 3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	3010	0	1012	1000	5800	14	670
2)							5800	14	
3)							5800	14	

7. Is there an impact to General Fund, Unrestricted funding?:

☐ Yes ☒ No

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

\$ 15,000.00 Per Unit, times 1 # Units = \$ 15,000.00 Total for Services

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

9. Additional Expenses:

\$
\$
\$

-0-
\$15,000.00

Total for
Addit'l Expenses
Grand Total

4. _____ (date to Board)

CONSULTANT TERMS AND CONDITIONS

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

Consultant Name: **A+ Educational Centers**

Business Services Use Only

CA#

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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.net/districtbusinessservices/contractor/Agreement.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. 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.
13. 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.
14. **AGREED TO AND ACCEPTED:** (If determined to be a Contract Employee, a payroll check will be issued with applicable taxes withheld.)

Symptoms and Signs

Jennifer Valdman
[Print Name]

Date: _____

15. ~~RECOMMENDED:~~

(Signature of Originating Administrator)

Janet Brinson, Director
(Print Name)

Dis:

16. APPROVED:

President or Chief Executive Officer, or Director of
 (Managerial Administration, or Director of
 Organizational Programs)

Dave Scott, Director
(Print Name)

11/16/2016

APPROVED:

☒ Consultant
Scott Jones Director, Fiscal Services
(Print Name)

Contract Employee

Index

17. Authorization for Payment:

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

PROPOSED AGENDA ITEM: The Community College Foundation

PREPARED BY: Janet Brinson

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

Board Date: August 17, 2011

Background Information

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

Education Implications

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

Fiscal Implications

None to the General Fund.

Mandatory Instructions
(click to view)

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

Business Services Use Only

CA# _____

V# _____

CONSULTANT AGREEMENT

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: The Community College Foundation
Street Address/POB: 1901 Royal Oaks Dr., Suite 100
City, State, Zip Code: Sacramento, CA 95815
Phone: 866-266-2655
Taxpayer ID/SSN: 68-0016439

This agreement will be in effect from: 09/01/11 to 06/30/12

Location(s) of Services: (site) Chapman, Citrus, McManus, Neal Dow, Parkview, Rosedale
Elementary, Bidwell Jr., Chico Jr. High and Fair View High
(attach separate sheet if necessary)

3. Scope of Work to be performed:

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

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

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

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

- 1) Title I
2)
3)

6. Account(s) to be Charged:

Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1) 100.00	01	3010	0	1012	0	5800	14	0
2)						5800	14	
3)						5800	14	

7. Is there an impact to General Fund, Unrestricted funding?:

☐ Yes ☒ No

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

\$ 15,000.00 Per Unit, times 1 # Units = \$ 15,000.00 Total for Services

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

9. Additional Expenses:

\$
\$
\$

-0-
\$ 15,000.00

Total for
Additn'l Expenses
Grand Total

If Consultant is \$5,000.00 or more (per year) (Board Approval) (date to Board)

CONSULTANT TERMS AND CONDITIONS

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

Business Services Use Only

CA# _____

V# _____

Consultant Name: **The Community College Foundation**

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). 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. 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.
13. 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.
14. **AGREED TO AND ACCEPTED:** (If determined to be a Contract Employee, a payroll check will be issued with applicable taxes withheld.)

(Signature of Consultant)

Tara Martinez, Chief Admin.
(Print Name)

(Date)

15. RECOMMENDED:

(Signature of Originating Administrator)

Janet Brinson, Director
(Print Name)

(Date)

16. APPROVED:

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

Dave Scott, Director
(Print Name)

(Date)

APPROVED:

(Signature of District Admin-Business Services)

☒ Consultant
 Scott Jones Director, Fiscal Services
 (Print Name)

☐ Contract Employee
 (Date)
17. 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: Club Z In-Home Tutoring Service

PREPARED BY: Janet Brinson

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

Board Date: August 17, 2011

Background Information

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

Education Implications

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

Fiscal Implications

None to the General Fund.

Mandatory Instructions
(click to view)

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

Business Services Use Only

CA# _____

V# _____

CONSULTANT AGREEMENT

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: Chub Z In-Home Tutoring Services, Inc.
Street Address/POB: 15310 Amberly Dr., Suite 110
City, State, Zip Code: Tampa, FL 33647
Phone: 813-931-5516
Taxpayer ID/SSN: 65-1262940

This agreement will be in effect from: 09/01/11 to 06/30/12

Location(s) of Services: (site) Chapman, Citrus, McManus, Neal Dow, Parkview, Rosedale
Elementary, Bidwell Jr., Chico Jr. High and Fair View High
(attach separate sheet if necessary)

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

4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant services:
Title I, No Child Left Behind Supplemental Services requirement to provide parents with individual tutoring services for their children.

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

- 1) Title I
2)
3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	3010	0	1012	0	5800	14	0
2)							5800	14	
3)							5800	14	

7. Is there an impact to General Fund, Unrestricted funding?:

☐ Yes ☒ No

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

\$ 30,000.00 Per Unit, times 1 # Units = \$ 30,000.00 Total for Services

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

9. Additional Expenses:

\$
\$
\$

-0-
\$30,000.00

Total for
Addit'l Expenses
Grand Total

(If Amount of \$5,000.00 or more require Board Approval: (date to Board)

CONSULTANT TERMS AND CONDITIONS(Applicable, unless determined to be Contract Employee - See BS102a)

Business Services Use Only

CA#

V#

Consultant Name: **Club Z In-Home Tutoring Services, Inc.**

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.whicounty.org/_docs/business/documents/Consultant_Agreement.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. 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.
13. 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.
14. **AGREED TO AND ACCEPTED:** (If determined to be a Contract Employee, a payroll check will be issued with applicable taxes withheld.)

(Signature of Consultant)

Todd Walden

(Print Name)

(Date)

7/26/2011

15. RECOMMENDED:

(Signature of Originating Administrator)

Janet Brinson, Director

(Print Name)

(Date)

8/3/11

16. APPROVED:

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

Dave Scott, Director

(Print Name)

(Date)

07/29/2011

APPROVED:

(Signature of District Administrator, Business Services)



Consultant



Contract Employee

Scott Jones Director, Fiscal Services

(Print Name)

(Date)

8/10/11

17. 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: Professional Tutors of America

PREPARED BY: Janet Brinson

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

Board Date: August 17, 2011

Background Information

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

Education Implications

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

Fiscal Implications

None to the General Fund.

CONSULTANT AGREEMENT

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

☒ On File (click to view) ☐ Attached

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

☒ On File (click to view) ☐ Attached

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

Name: Professional Tutors of America
Street Address/POB: 3350 E. Birch, Suite 108
City, State, Zip Code: Brea, CA 92821
Phone: 800-832-2487 Fax: 714-671-1887
Taxpayer ID/SSN: 33-0015574

This agreement will be in effect from: 09/01/11 to 06/30/12

Location(s) of Services: (site) Chapman, Citrus, McManus, Neal Dow, Parkview, Rosedale
Elementary, Bidwell Jr., Chico Jr. High and Fair View High
(attach separate sheet if necessary)

3. Scope of Work to be performed: Provide tutoring to students that have signed up for state-required Supplemental Services. Provider will pre- and post-test students and provide services based on students' needs. Provider will issue ongoing progress reports to CUSD per Agreement.

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

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

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

- 1) Title I
2)
3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	3010	0	1012	0	5800	14	0
2)							5800	14	
3)							5800	14	

7. Is there an impact to General Fund, Unrestricted funding?:

☐ Yes ☒ No

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

\$ 30,000.00 Per Unit, times 1 # Units = \$ 30,000.00 Total for Services

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

9. Additional Expenses:

\$
\$
\$

-0-
\$ 30,000.00

Total for
Additn'l Expenses
Grand Total

(Signature of Consultant) (date to Board)

CONSULTANT TERMS AND CONDITIONS

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

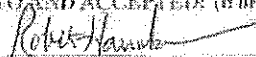
Consultant Name: **Professional Tutors of America**

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 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.cusd.net/secure/bsm/businessservices/Consultant_Agreement.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. 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.
13. 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.
14. **AGREED TO AND ACCEPTED:** (If determined to be a Contract Employee, a payroll check will be issued with applicable taxes withheld.)


(Signature of Consultant)

Robert Harraka, Director
(Print Name)

7-26-11
(Date)


15. RECOMMENDED:


(Signature of Originating Administrator)

Janet Brinson, Director
(Print Name)

8/3/11
(Date)

16. APPROVED:


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

Dave Scott, Director
(Print Name)

08/03/11
(Date)

APPROVED:


(Signature of District Admin. Business Services)

☒ Consultant
Scott Jones, Director, Fiscal Services
(Print Name)

☐ Contract Employee
(Date)

17. Authorization for Payment:

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

**PROPOSED AGENDA ITEM: Syntelesys Inc. (Academic Tutoring Services) dba
Academia de Servicios de Tutoria**

PREPARED BY: Janet Brinson

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

Board Date: August 17, 2011

Background Information

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

Education Implications

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

Fiscal Implications

None to the General Fund.

Mandatory Instructions
(click to view)

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

Business Services Use Only

CA# _____

V# _____

CONSULTANT AGREEMENT

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: Academic Tutoring Services dba Academia de Servicios de Tutoria
Street Address/POB: 2550 Corporate Pl., C-108
City, State, Zip Code: Monterey Park, CA 91754
Phone: 800-293-3091
Taxpayer ID/SSN: 36-4493147

This agreement will be in effect from: 09/01/11 to 06/30/12

Location(s) of Services: (site) Chapman, Citrus, McManus, Neal Dow, Parkview, Rosedale
Elementary, Bidwell Jr., Chico Jr. High and Fair View High
(attach separate sheet if necessary)

3. Scope of Work to be performed:

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

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

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

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

- 1) Title I
2)
3)

6. Account(s) to be Charged:

Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1) 100.00	01	3010	0	1012	0	5800	14	0
2)						5800	14	
3)						5800	14	

7. Is there an impact to General Fund, Unrestricted funding?:

☐ Yes

☒ No

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

\$ 15,000.00 Per Unit, times 1 # Units = \$ 15,000.00 Total for Services

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

9. Additional Expenses:

\$
\$
\$

-0-
\$ 15,000.00

Total for
Additn'l Expenses
Grand Total

Consent and Signatures of Board Approval (date to Board)

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

Business Services Use Only

CA# _____

V# _____

Consultant Name: **Syntelesys Inc. (Academic Tutoring Services)**

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). 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. 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.
13. 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.
14. **AGREED TO AND ACCEPTED:** (If determined to be a Contract Employee, a payroll check will be issued with applicable taxes withheld.)

(Signature of Consultant)

Carey Chrisman

(Print Name)

(Date)

7/27/2011

15. RECOMMENDED:

(Signature of Originating Administrator)

Janet Brinson, Director

(Print Name)

(Date)

8/3/11

16. APPROVED:

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

Dave Scott, Director

(Print Name)

(Date)

07/29/2011

APPROVED:

(Signature of District Admin/Business Services)



Consultant



Contract Employee

Scott Jones Director, Fiscal Services

(Print Name)

(Date)

17. 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: Consultant Agreement with Bernard Vigallon

Prepared by: Janet Brinson

☒ Consent

Board Date August 17, 2011

☐ Information Only

☐ Discussion/Action

Background Information

The CUSD is entering its second year of a two-year federal Readiness and Emergency Readiness for Schools (REMS) grant, designed to unite district staff, students, parents, and partners (police, fire, public health, behavioral health, and the City of Chico) to amplify our existing Safe Schools plans into a comprehensive emergency management system at each school site. Bernard Vigallon directed the project last year. Given his experience with this project and his expertise on school safety in general, he will be directing the program during this second year.

Education Implications

The educational implications are indirect but very strong: students need to be safe and know that they are safe in order to focus on their educational goals.

Fiscal Implications

No impact to the General Fund: the consultant fee will be paid through REMS grant funds.

Additional Information

Mandatory Instructions
(click to view)

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

7.2.9.

Page 2 of 3

Business Services Use Only

CA# _____

V# _____

CONSULTANT AGREEMENT

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

☐

On File (click to view)

☒

Attached

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

☐

On File (click to view)

☒

Attached

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

Name: Bernard Vigallon
Street Address/POB: 8 Luckie Way
City, State, Zip Code: Chico, CA 95973
Phone: 530-345-3416
Taxpayer ID/SSN: _____

This agreement will be in effect from: 8/18/11 to 6/30/12

Location(s) of Services: (site) 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. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100%	01	5821	670	1110	670	5800	14	670
2)							5800	14	
3)							5800	14	

7. Is there an impact to General Fund, Unrestricted funding?:

☐

Yes

☒

No

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

\$ 342.76 Per Unit, times 90.5 # Units = \$ 31,020.00 Total for Services

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

9. Additional Expenses:

\$
\$
\$

\$31,020.00

Total for
Additn'l Expenses
Grand Total

Total amount of \$31,020.00 requires Board Approval: (date to Board)

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

Business Services Use Only

7.2.9
CA# Page 3 of 3

V#

Consultant Name:

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). 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. 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.
13. 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.
14. **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)

15. **RECOMMENDED:**

(Signature of Originating Administrator)

(Print Name)

(Date)

16. **APPROVED:**

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

(Print Name)

(Date)

APPROVED:

(Signature of District Admin-Business Services)

(Print Name)

(Date)

☐ Consultant

Scott Jones Director, Fiscal Services

☒ Contract Employee

2/28/11

17. **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 17, 2011

☐ Information Only

☐ Discussion/Action

Background Information

The Boys and Girls Club of North Valley (B & G Club) partners with Chico Unified School District to hire three Fair View High graduates to aid in the implementation of the 21st Century After School Program and Title I intervention programs at the B & G Club. The B & G Club will provide the training and supervision.

Educational Implications

Chico Unified School District, CSU 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.

Currently, there are 6 Fair View graduates enrolled in the program. B & G Club would like to hire 3 of those students. BCOE will employ the remaining 3 students and place them at Rosedale to support the ASES/21st Century program.

Fiscal Implications

There are no fiscal implications to the general fund.

Mandatory Instructions
(click to view)

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

7.2.10.
Page 2 of 3

Business Services Use Only

CA# _____

V# _____

CONSULTANT AGREEMENT

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

☒ On File (click to view) ☐ Attached

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

☒ On File (click to view) ☐ Attached

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

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

This agreement will be in effect from: 08/18/11 to 06/30/12

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

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

Three students will work in an after-school capacity with CAL/Fair View students at the Chico Teen Center. These Fair View graduates will work as Recreation/Leadership Aides.

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

To meet the goals in the 21st Century grant; direct access and collaborative partnerships.

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

- 1) 21st Century after school program
- 2)
- 3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	4124	674	1031	674	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 services actually rendered and supported by Consultant initiated invoices, the District pay consultant not to exceed the payment criteria as follows:

\$ 120.00 Per Unit, times 200 # Units = \$ 24,000.00 Total for Services

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

9. Additional Expenses:

15% Indirect Costs

\$ 3,600.00
\$
\$

3,600.00
\$27,600.00

Total for
Addit'l Expenses
Grand Total

10. (Amount of \$5,000.00 or more requires Board Approval) (date to Board)

CONSULTANT TERMS AND CONDITIONS

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

Business Services Use Only

CA# _____

V# _____

Consultant Name: **Boys and 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 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.cusd.net/dept/business/documents/Consultant_Agreement.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. 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.
13. 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.
14. **AGREED TO AND ACCEPTED:** (If determined to be a Contract Employee, a payroll check will be issued with applicable taxes withheld.)

(Signature of Consultant)

Joseph Heijl

(Print Name)

(Date)

8/10/11

15. **RECOMMENDED:**

(Signature of Originating Administrator)

David S. McKay

(Print Name)

(Date)

8/10/11

16. **APPROVED:**

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

Janet Brinson

(Print Name)

(Date)

8/10/11

APPROVED:

(Signature of District Admin. Business Services)



Consultant

Scott Jones Director, Fiscal Services

(Print Name)



Contract Employee

(Date)

8/11/11

17. **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: Butte County Office of Education

Prepared by: Janet Brinson

☒ Consent

Board Date August 17, 2011

☐ Information Only

☐ Discussion/Action

Background Information

The Butte County Office of Education is partnering with Chico Unified School District to hire three Fair View High graduates to aid in the implementation of the 21st Century After School Program and Title I intervention programs at Rosedale Elementary. Butte County Office of Education will provide the training and supervision.

Educational Implications

Chico Unified School District, CSU 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.

Currently, there are 6 Fair View graduates enrolled in the program. B & G Club would like to hire 3 of those students. BCOE will employ the remaining 3 students and place them at Rosedale to support the ASES/21st Century program.

Fiscal Implications

There are no fiscal implications to the general fund.

Mandatory Instructions
(click to view)

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

7.2.11.
Page 2 of 3

Business Services Use Only

CA# _____

V# _____

CONSULTANT AGREEMENT

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

☒ On File (click to view) ☐ Attached

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

☒ On File (click to view) ☐ Attached

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

Name: Butte County Office of Education
Street Address/POB: 1859 Bird St.
City, State, Zip Code: Oroville, CA 95965
Phone: 530-532-5782 and 530-532-5613
Taxpayer ID/SSN: _____

This agreement will be in effect from: 08/18/11 to 06/30/12

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

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

Three students will work in an after-school capacity with Rosedale Elementary students. These Fair View graduates will work as Recreation/Leadership Aides. (College Tutors)

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

To meet the goals in the 21st Century grant; direct access and collaborative partnerships.

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

- 1) 21st Century after school program
2)
3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	4124	674	1031	674	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 services actually rendered and supported by Consultant initiated invoices, the District pay consultant not to exceed the payment criteria as follows:

\$ 96.00 Per Unit, times 200 # Units = \$ 19,200.00 Total for Services

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

9. Additional Expenses:

\$
\$
\$
-0-
\$ 19,200.00

Total for
Addit'l Expenses
Grand Total

10. 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 BS10a)

Business Services Use Only

CA# _____

V# _____

Consultant Name: **Butte County Office of Education**

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). 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. 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.
13. 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.
14. **AGREED TO AND ACCEPTED:** (If determined to be a Contract Employee, a payroll check will be issued with applicable taxes withheld.)

(Signature of Consultant)

Carolyn Olsen, Asst. Super.

(Print Name)

(Date)

15. **RECOMMENDED:**

(Signature of Originating Administrator)

David S. McKay

(Print Name)

(Date)

16. **APPROVED:**

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

Janet Brinson

(Print Name)

(Date)

APPROVED:

(Signature of District Admin/Business Services)

**Consultant****Contract Employee**

Scott Jones Director, Fiscal Services

(Print Name)

(Date)

17. **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:**

Anne Baumgartner, Consultant for Notre Dame School

Prepared by: Janet Brinson

☒ Consent

Board Date August 17, 2011

☐ Information Only

☐ Discussion/Action

Background Information

No Child Left Behind regulation provisions include educational services and programs to private school children, teachers and other educational personnel should they elect to participate. Services funded under NCLB are designed to be of direct assistance to students and teachers—not the private school. Notre Dame has chosen to participate in the Title I: Improving Academic Achievement of the Disadvantaged program.

CUSD and Notre Dame School's collaboration consists of the design and implementation of programs to support student learning. Notre Dame has requested reading support for those students who qualify for Title I services. This consultant will allow for a mutually agreed upon provider to deliver these services.

Educational Implications

The consultant, a trained reading specialist, will provide individual and small group instruction to qualified students. Pre- and post-assessments and ongoing student progress will be documented to monitor student achievement.

Fiscal Implications

There is no cost to the General Fund.

CONSULTANT AGREEMENT

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

☐ On File (click to view) ☒ Attached

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

☐ On File (click to view) ☒ Attached

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

Name: Ann Baumgartner
Street Address/POB: 787 Skyway Ave.
City, State, Zip Code: Chico, CA 95928
Phone: 530-521-6033
Taxpayer ID/SSN:

This agreement will be in effect from: 08/18/11 to 06/30/12
Location(s) of Services: (site) Notre Dame School

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

The consultant will provide reading intervention instruction to students who attend Notre Dame School and qualify for Title I services. These services are provided to requesting/qualifying schools as mandated by the No Child Left Behind Act.

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

Provide reading intervention to small groups for the 2011-12 school year for 6 hours per day under Title I No Child Left Behind.

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

- 1) Title I - NCLB
2)
3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	3010	0	1110	0	5800	14	300
2)							5800	14	
3)							5800	14	

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

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

\$ 15,500.00 Per Unit, times 1 # Units = \$ 15,500.00 Total for Services

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

9. Additional Expenses:

11% Administrative Costs \$ 1,705.00
\$
\$

\$1,705.00

\$17,205.00

Total for
Additn'l Expenses
Grand Total

By: _____ Amount of \$5,000.00 or more requires Board Approval (date to Board)

CONSULTANT TERMS AND CONDITIONS

(Applicable, unless determined to be Contract Employee - See B810a)

Business Services Use Only

CA# 7.2.12.
Page 3 of 3
V#

Consultant Name: **Ann Baumgartner**

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). 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. 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.
13. 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.
14. **AGREED TO AND ACCEPTED:** (If determined to be a Contract Employee, a payroll check will be issued with applicable taxes withheld.)

Ann Baumgartner
(Signature of Consultant)

Ann Baumgartner
(Print Name)

8-8-11
(Date)

15. RECOMMENDED:

Janet Brinson
(Signature of Originating Administrator)

Janet Brinson, Director
(Print Name)

8/7/11
(Date)

16. APPROVED:

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

Dave Scott, Director
(Print Name)

08/08/11
(Date)

APPROVED:

[Signature]
(Signature of District Admin-Business Services)

☐ Consultant
Scott Jones, Director, Fiscal Services
(Print Name)

☒ Contract Employee
8/10/11
(Date)

17. 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: 100 Percent Learning Fun Center

PREPARED BY: Janet Brinson

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

Board Date: August 17, 2011

Background Information

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

Education Implications

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

Fiscal Implications

None to the General Fund.

Mandatory Instructions
(click to view)

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

Business Services Use Only	
CAR#	_____
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: 100 Percent Learning Fun Center
 Street Address (POB): 1100 Heba Street, Suite 103
 City, State, Zip Code: Los Angeles, CA 90015
 Phone: 310-224-1037
 Taxpayer ID (SSN): 34-2053005
 This agreement will be in effect from: 08/01/10 to 05/30/11
 Location(s) of Services (site): Chemsman, Citrus, Montano, Parkview, Rosedale, Bidwell Jr. & Chico Jr. High

3. Scope of Work to be performed: (attach separate sheet if necessary)
 Provide tutoring to students that have signed up for state required Supplemental Services. Provider will pre- and post-test students and provide services based on students' needs. Provider will issue ongoing progress reports to parents and Chico Unified School District per this Agreement.
4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant services:
 Time requirement to provide individual tutoring services for program-qualified students.

5. Funding Programs Affected: (concentrate on accounts below)

- 1) _____
- 2) _____
- 3) _____

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	3010	0	1012	1000	5800	14	670
2)							5800	14	
3)							5800	14	

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

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

\$ 1,000.00 Per Unit, times 15.00 # Units = \$ 15,000.00 Total for Services
 (Unit: ☐ Per Hour ☐ Per Day ☐ Per Activity)

9. Additional Expenses:

\$ _____	Total for Addit'l Expenses
\$ _____	
\$ _____	
\$ 15,000.00	Grand Total

10. Amounts of \$5,000.00 or more require Board Approval: (date to Board)

(to be completed by Business Services)

CONSULTANT TERMS AND CONDITIONS

(Applicable only determined to be Contract Employee - See BS10a)

100 Percent Learning Fun Center

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). 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.)

Stratos Abdul-Rahman (Signature of Consultant) Stratos Abdul-Rahman (Print Name) 8/10/11 (Date)

12. **RECOMMENDED:**

Janet E. Brunson (Signature of Originating Administrator) Janet Brunson (Print Name) 8/10/11 (Date)

13. **APPROVED:**

Dave Scott (Signature of District Administrator) Dave Scott (Print Name) 8/11/11 (Date)

APPROVED:

Scott Jones (Signature of District Administrator - Business Services) ☒ Consultant Scott Jones (Print Name) ☐ Contract Employee 8/11/11 (Date)

14. **Authorization for Payment:**

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

PROPOSED AGENDA ITEM: CSU Chico Research Foundation

Prepared By: Janet Brinson

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

Board Date: August 17, 2011

Background Information

The Mathematic Professional Learning Community (MPLC) is a collaborative among Chico Unified School District (CUSD), Butte County Office of Education (BCOE), Chico Math Project (CMP) and California State University, Chico (CSUC) to provide quality mathematics professional development for teachers in grades 3-7.

Based on assessment of student performance, input from teachers, administrators and teacher leaders and research on student readiness for higher mathematics, the MPLC focuses on developing:

- (a) algebraic thinking in the K-7 curriculum; and
- (b) proportional reasoning across the content areas, while addressing teachers' understanding of the mathematics behind standards identified as being critical to developing competence in Algebra (Appendix E, Framework, 2006).

This is the third and final year of the grant.

Education Implications

The primary goal of the MPLC is to improve students' mathematical achievement by increasing teachers' understanding of pedagogical content knowledge (PCK). A secondary goal is to establish a culture of professional mathematics learning that brings together prospective and practicing K-12 teachers, administrators and university faculty.

Fiscal Implications

All grant activities are paid from grant funds. There is no impact to the general fund.

CONSULTANT AGREEMENT

1. A completed BS10a. "Certificate of Independent Consultant Agreement" guideline is:
☒ On File (click to view) ☐ Attached
2. A completed W9 "Request for Taxpayer Identification Number and Certification" form is:
☒ On File (click to view) ☐ Attached

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

Name: CSU Chico Research Foundation
Street Address/POB: Building 25
City, State, Zip Code: Chico, CA 95929-0870
Phone: (530) 898-4322
Taxpayer ID/SSN: NA

This agreement will be in effect from: 08/18/11 to 09/30/12

Location(s) of Services: (site) Chico State University

3. Scope of Work to be performed: (attach separate sheet if necessary)
As a subcontract of the federally funded NCLB CaMSP Mathematics Grant, the CSU Chico Research Foundation will oversee the work of the Math Project, the administrative services, related funding requirements, institute stipends and other services as described in the approved grant application.
4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant services:
Students - Increased student achievement in Math.
Teacher - Increased content knowledge and application of teaching strategies.

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

- 1) NCLB CaMSP Math Grant
2)
3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	4050	0	1110	1000	5800	14	670
2)							5800	14	
3)							5800	14	

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

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

\$ 140,000.00 Per Unit, times 1.00 # Units = \$ 140,000.00 Total for Services

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

9. Additional Expenses:

	\$	
	\$	
	\$	
		Total for Addit'l Expenses
	0.00	
\$	140,000.00	Grand Total

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

(to be completed by Business Services)

CONSULTANT TERMS AND CONDITIONS

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

Consultant Name: **CSU Chico Research Foundation**

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). IRS publication SWR 40 and IRS Ruling 87-41 will assist the District in determining the payment method applied to this Consultant Agreement.

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

Carol Sager (Signature of Consultant) Carol Sager (Print Name) 8/11/11 (Date)

12. RECOMMENDED:

Janet Brinson (Signature of Originating Administrator) Janet Brinson, Director (Print Name) 8/11/11 (Date)

13. APPROVED:

[Signature] (Signature of District Administrator, or Director of Categorical Programs) Dave Scott, Director (Print Name) 08/11/11 (Date)

APPROVED:

[Signature] (Signature of District Admin - Business Services) ☒ **Consultant** Scott Jones (Print Name) ☐ **Contract Employee** 8/11/11 (Date)

14. Authorization for Payment:

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

\$ _____ (Amount)	_____ (Originating Administrator Signature - Use Blue Ink)	_____ (Date)
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AGENDA ITEM: Approval of Perkins Annual Funding Application

Prepared by: Janet Brinson

☒ Consent
☐ Information Only
☐ Discussion/Action

Board Date: August 17, 2011

Background Information

"Perkins" is an ongoing federal funding stream that focuses on improving career technical education (CTE) in secondary and postsecondary schools. CUSD receives an annual Perkins allotment, which is divided equally between Chico High and Pleasant Valley High, and given to CTE programs that meet the requirements laid out by the legislation. The district reapplies for funding annually, and as a part of the application must report on its progress in meeting Perkins requirements as established by the federal government and by our own locally developed five-year plan.

In October, 2009, the Board approved a Perkins five-year plan, which provided a description of how the district is meeting Perkins IV requirements, as well as articulating our mission, vision, and priorities for CTE over the next five years. This annual funding plan is consistent with that five-year plan, as required. It was developed with input from all CTE teachers receiving Perkins funds at Chico High and Pleasant Valley High Schools (the only schools currently receiving these funds).

Education Implications

This funding application, and its alignment with the five-year plan, helps ensure that all CTE programs remain high-quality, rigorous, and consistent with the CDE Model Framework and Standards for Career-Technical Education. Because CTE standards embed academic standards (particularly in English-language arts and mathematics) as "foundation standards" in each career pathway, a high-quality CTE program includes both academic and technical skills and knowledge. This opportunity to apply their academic skills often reinforces those skills for students and makes their learning more relevant.

Fiscal Implications

This plan is required in order for the district to continue to be eligible for Perkins funding. This year, CUSD's Perkins allotment is \$80,369. The funding is used for Perkins teachers to purchase industry-standard equipment and supplies, support student leadership organizations, take part in professional development related to the industry sector in which they teach, and develop curriculum that prepares students for a variety of postsecondary options.

DUE DATE: June 1, 2011

**Carl D. Perkins Career and Technical Education Improvement Act of 2006
APPLICATION FOR 2011–12 FUNDING**

Local Educational Agency (LEA): Chico Unified School District		County-District (CD) Code: 04-61424
Address of LEA: 1163 East Seventh Street Chico, CA 95928		Check Appropriate Box: <input type="checkbox"/> Sec. 112 - State Institutions <input checked="" type="checkbox"/> Sec. 131 - Secondary <input type="checkbox"/> Sec. 132 - Adult/ROCP
Name of LEA Superintendent or Chief Administrator: Kelly Staley		
Allocation Amount: \$80,369		Board Approval Date: August 17, 2011
Name of Perkins Coordinator: Janet Brinson Title: Director, Educational Services	Telephone Number: (530) 891-3000 Ext: 105 FAX Number (530) 891-3220 Email Address: jbrinson@chicousd.org	
Perkins Coordinator's Address (If different from LEA address above):		
Name of LEAs CTE Advisory Committee Chair: Norm Nielsen	E-mail Address or Telephone Number: NNielsen@chicoelectric.com	

CERTIFICATION: I hereby certify that all state and federal rules and regulations will be observed and that the assurances and certifications related to this program are accepted as the conditions in the operation of this program. The funds associated with this application will support the implementation of our 2008–2012 local Career Technical Education (CTE) Plan and provide a program that is of sufficient size, scope, and quality to effectively address the career preparation needs of our students. This funding will supplement state and local CTE funds and improve, enhance, or expand our CTE programs in the 2011–12 school year. I certify that, to the best of my knowledge, the information contained in this application is correct and complete.

Printed Name of Superintendent or Designee: Kelly Staley	Title (If not superintendent):
Signature of Superintendent or Designee:	Date:

CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY	
Reviewed and Recommending Approval:	Date:
Final Approval:	Date:

AGENDA ITEM: Inspire Facilities Use Agreement

Prepared by: John Bohannon

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

Board Date: August 17, 2011

Background Information

Inspire School of the Arts and Sciences is a “dependent” Charter High School with CUSD that opened its doors in August of 2010. Inspire will once again be located on the Chico High School campus for the 2011-2012 school year.

CUSD and Inspire have created a Facilities Use Agreement to delineate responsibilities when it comes to facilities and Inspire. This FUA is only for the 2011-12 school year as a new FUA will be necessary when Inspire relocates to the Chapman location.

Educational Implications

n/a

Fiscal Implications

n/a

**FACILITIES AGREEMENT
BY AND BETWEEN
CHICO UNIFIED SCHOOL DISTRICT AND
INSPIRE SCHOOL OF ARTS AND SCIENCES CHARTER SCHOOL
IN LIEU OF PROPOSITION 39**

THIS FACILITIES AGREEMENT ("Agreement") is made this 17th day of August, 2011, by and between the Chico Unified School District, a public school district organized and existing under the laws of the State of California ("District") and Inspire School of Arts and Sciences Charter School, a California public charter school ("Charter School"), operating a high school within the geographic boundaries of the District. The District and the Charter School are collectively referred to as "the parties."

RECITALS

WHEREAS, the Charter School is a California charter school under a charter granted by the District and operating pursuant to its Charter and any Memorandum of Understanding ("MOU"); and

WHEREAS, pursuant to Title 5 of the California Code of Regulations, section 11969.1(b), the District and Charter School have mutually agreed to an alternative arrangement to Proposition 39 for the allocation of facilities; and

WHEREAS, the District desires to grant the use of certain space and furnishings and equipment to the Charter School upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties agree as follows:

Section 1. Charter School Allocation and Use of Facilities. Beginning with the 2011/2012 school year, Charter School shall have exclusive access to the facilities (hereafter "facilities") expressly identified herein at the site located at Chico Senior High School, 901 The Esplanade, Chico, CA, 95926 (hereafter "site"):

Portable Classrooms numbered PC1-PC14; BC1, BC2 and BC3; Student Restrooms 981 & 981A; Staff Restrooms 982 & 982A; IT3-IT6 and the Music Lab identified as Room #226.

Charter School shall also have shared use of the following facilities, under the following terms:

The Williams Theater between the hours of 8:00 a.m. and 12:00 p.m.; the student restrooms located in Building K; the Library during lunch period and before/after school.

Charter School shall also have access to the following common areas and/or means of ingress and egress to its facilities at the site:

Lincoln Hall during lunch period and all points of ingress and egress located on the campus. The Charter School will comply with the District's standard Use of Facilities procedures for requesting and utilizing any shared space during non-school hours.

In addition, in consideration of the payments made by Charter School under Section 6 of this Agreement, the District agrees to provide the following services to Charter School:

Power, Water, Sewer, Garbage and Custodial Services will all be supplied to the charter school as agreed to in a separate Memorandum of Understanding.

Section 2. Furnishing and Equipment.

(a) The District will supply furnishings and equipment in academic year 2011/2012.

(b) The furnishings and equipment shall remain the personal property of the District. The Charter School shall not sell or otherwise dispose of furnishings or equipment and the District will not replace furnishings and equipment disposed of by the Charter School. The parties shall develop a mutually agreeable inventory of the furnishings and equipment that will be provided pursuant to this Agreement.

Section 3. Waiver of Rights under Proposition 39. In consideration of the provision of the facilities set forth herein, the Charter School hereby waives its rights under Proposition 39 for the term of this Agreement. It is understood and acknowledged by the parties that Charter School's use of District facilities herein is in lieu of Proposition 39.

Section 4. Term. The term of this Agreement shall be for one (1) year, commencing on July 1, 2011 and ending on June 30, 2012, unless the Charter School ceases operations, either voluntarily or involuntarily, before that date. The District makes no guarantee or representation that the facilities allocated in this Agreement will be available for any additional term beyond the current term and/or that the facilities may not be required to be shared with other programs or District charter schools in future years. The District retains all rights including the right to move the Charter School in the future in conformity with law.

Section 5. Termination. This Agreement will automatically terminate upon the effective date of any termination, non-renewal, or revocation of Charter School's charter or the cessation of Charter School's operations for any reason or upon the commission of a default or breach of its obligations by Charter School, on the terms set forth in Section 5 of this Agreement. The occurrence of any one or more of the following events shall constitute a default and material breach of this Agreement by Charter School:

- (a) The failure by Charter School to make timely payment of any fees to the District due under this Agreement, or separate Memorandum of Understanding, where such failure shall continue for a period of thirty (30) days after receipt of written notice thereof by District to Charter School.
- (b) The failure by Charter School to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by Charter School (including shared use terms, if applicable) where such failure shall continue for a period of thirty (30) days after receipt of written notice thereof by District to Charter School, unless, however, the nature of the default is such that the same cannot reasonably be cured within said 30 day period. Charter School shall not be deemed to be in default if Charter School shall within the 30 day period commence such cure, and by the reasonable determination of the District, diligently prosecute the cure to completion within a reasonable period of time, not to exceed one hundred twenty (120) days;
- (c) Revocation or non-renewal of Charter School's charter by the District or cessation of the Charter School's program for any reason;
 - 1. In the event that the Charter is revoked, in whole or in part, under either Education Code section 47607(c)(3) or (4), or both, upon the effective date of the revocation, the District shall have the right to reclaim possession of the Facilities upon five (5) days notice. At the District's sole discretion, the District may choose to allow Charter School to occupy the Facilities on a holdover basis on a month-to-month basis, upon a fee to be mutually agreed upon by the parties, with both parties having the right to terminate the holdover period upon thirty (30) days notice.
 - 2. In the event that the Charter is revoked under Education Code section 47607(c)(1) or (2), the Charter School shall be entitled to continued occupation of the facilities during the pendency of any statutory appeals under Education Code section 47607.
- (d) The failure by Charter School to utilize the Facilities for the sole purpose of operating a charter school as authorized by this Agreement and the Charter School's charter and any MOU.
- (e) The failure of Charter School to limit its use of the Facilities to the space allocated to Charter School pursuant to this Agreement and in conformity with the District's policies and practices for use of District facilities. The District shall provide Charter School with written notice of any changes to District policies or practices for use of District facilities within twenty (20) business days of the implementation of those changes, and Charter School

shall not be obligated to comply with those changes until it has received such notice.

- (f) In the event of the failure of the District to perform any of the terms or conditions of this Agreement, where such failure shall continue for a period of thirty (30) days after receipt of written notice thereof by District to Charter School, Charter School shall have the right to exercise any remedy to it available under the law, unless, however, the nature of the default is such that the same cannot reasonably be cured within said 30 day period. District shall not be deemed to be in default if District shall within the 30 day period commence such cure, and by reasonable determination of the Charter School, diligently prosecute the cure to completion within a reasonable period of time, not to exceed one hundred twenty (120) days.

Section 6. Costs. The cost for the facilities utilized by the Charter School is set forth in the separate Memorandum of Understanding.

Section 7. Utilities. The charge for utilities consumed by the Charter School is set forth in the separate Memorandum of Understanding.

Section 8. Maintenance of Facilities. Under this agreement, the District shall be responsible for providing custodial services and day to day maintenance and operations. The Charter School shall pay the District for the maintenance of the facilities as set forth in the separate Memorandum of Understanding between the parties.

District shall assume the cost and responsibility for projects eligible to be included in the District deferred maintenance plan established pursuant to Education Code section 17582 and the replacement of furnishings and equipment supplied by the District in accordance with District schedules and customary practices. The District shall be responsible for the major maintenance of the Facilities. For purposes of this section, "major maintenance" includes the major repair or replacement of plumbing, heating, ventilation, air conditioning, communication wiring, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. All other kinds of maintenance shall be the Charter School's responsibility. District shall have access to the Facilities to perform maintenance and inspections and will coordinate such work with the Charter School administration.

Section 9. Installation of Improvements No structures, improvements, fixtures (as defined in Civil Code 660), alterations (including painting of any interior or exterior surfaces), or facilities, shall be constructed, erected, altered, added, or made on or within the Facilities without the prior written consent of District and subject to terms agreeable to District, and, if required, the Division of State Architect. In the event Charter School makes any modification to the Facilities in violation of this provision it

shall be required to restore the Facilities to its original condition at Charter School's sole expense. "Original condition" as used in this provision shall refer to the condition in which the Facilities existed upon the walk through as referenced in Section 10.

Section 10. Condition of Property. The Charter School, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its use and occupancy of the site, and applicable to any modifications caused or triggered in part or in whole by its use and/or occupation of the sites or facilities.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Facilities in whole or in part as a result of the Charter School's use and occupancy thereof, the Charter School, at its expense, shall be obligated to clean all the property affected, to the satisfaction of the District and any governmental agencies having jurisdiction over the site. Where the resulting discharge, leakage, spillage, emission, or pollution results from a facilities system failure, the District will assume responsibility for required clean up of the affected property.

Section 11. Title to Property. The parties acknowledge that title to the Facilities is held by the District and shall remain in the District at all times. In the event Charter School fails to limit its use of the Facilities to the space allocated to Charter School pursuant to this Agreement it shall be in breach of the Agreement as set forth in Section 5(e).

Section 12. Fingerprinting. Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1. Costs for fingerprinting and/r back ground investigations shall be paid by the Charter School to the District in accordance with a separate Memorandum of Understanding. The District shall be responsible for complying with all criminal background check laws for all employees or vendors that it directs to the Facilities for any work to be performed at its direction.

Section 13. Insurance. The Charter School shall, at its sole cost and expense, commencing as of the date of this Agreement, and during the entire Term hereof, procure, pay for and keep in full force and effect the following insurance:

- (a) **General Liability Insurance.** The Charter School shall maintain throughout the Term of this contract, at its own expense, general liability insurance with limits of liability of \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If any form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit. This insurance shall include products and completed operations of the same limits as the policy limits. This insurance shall be endorsed to include the following: (i) the District, its officers, officials, employees, agents and volunteers as additional insureds; (ii) a waiver of any right to contributions from any other coverage

purchased by, or on behalf of, the District; and (iii) a written notice to be mailed to the District 30 days prior to the effective date of a cancellation or non-renewal of such insurance.

- (b) **Automobile Liability.** The Charter School shall maintain throughout the Term of this Agreement at its own expense, automobile liability insurance with limits of liability of \$2,000,000 per occurrence, for owned, non-owned or hired vehicles. If any form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit. Such insurance shall apply to any automobile, Symbol 1 of the ISO Form. Such insurance shall be endorsed to include the following: (i) the District, its officers, officials, employees, agents and volunteers as additional insureds; (ii) a waiver of any right to contributions from any other coverage purchased by, or on behalf of, the District; and (iii) a written notice to be mailed to the District 30 days prior to the effective date of a cancellation or non-renewal of such insurance.
- (c) **Property Insurance.** The District will continue to maintain its current levels of first party insurance on the structures on the site. The Charter School shall secure and maintain property insurance that addresses business interruption and casualty needs, including flood and fire, and other hazards with replacement costs coverage for all assets listed in the Charter School's property inventory and consumables. The Charter School shall secure property coverage with a minimum policy limit of 80% of the fair market value of the Charter School's contents.
- (d) **Workers' Compensation insurance** as required by the State of California and Employer's Liability insurance (for lessees with employees). This insurance shall be endorsed to include the following: (i) a waiver of any right to contributions from any other coverage purchased by, or on behalf of, the District; and (ii) a written notice to be mailed to the District 30 days prior to the effective date of a cancellation or non-renewal of such insurance.
- (e) The Charter School shall carry any other insurance as required by law or its charter.

Any and all deductibles or self-insured retentions applicable to the above required insurance shall be specifically approved by the District prior to its application, except the Property Insurance required above may include a deductible of not more than \$10,000 without prior approval.

The insurances required above shall be provided by a company or insurance joint powers authority with the consent of the District prior to commencement of such insurance. For the 2011/2012 school year, the Charter School will be participating in the District insurance policy.

Section 14. Indemnification. The Charter School shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, its officers, directors, and employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter District and District Personnel) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and/or District Personnel, that may be asserted or claimed by any person, firm or entity arising out of the Charter School's use of the Facilities and/or the Charter School Site or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by Charter School in or about the Facilities and/or the Charter School Site and/or use of the Facilities to the Charter School. This indemnity and hold harmless provision shall exclude actions brought by third persons against the District arising out of intentional acts, errors or omissions of the District and/or District Personnel.

The District shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the Charter school, its officers, directors, and employees, attorneys, agents, and representatives, volunteers, successors and assigns (collectively hereinafter Charter and Charter Personnel) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against Charter and/or Charter Personnel, that may be asserted or claimed by any person, firm or entity arising out of the District's use of the Facilities and/or the District Site or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by District School in or about the Facilities and/or the District School Site and/or use of the Facilities to the District School. This indemnity and hold harmless provision shall exclude actions brought by third persons against the Charter arising out of intentional acts, errors or omissions of the Charter and/or Charter Personnel.

Section 15. Access. Charter School shall permit District, its agents, representatives or employees, to enter upon the Facilities for the purpose of inspecting same or to make repairs, alterations, or additions to any portion of the Facilities required by this Agreement. District shall attempt to give reasonable notice where practicable but shall not be obligated to do so in the event of emergency or imminent threat to health or safety of occupants.

Section 16. Destruction of Facilities. If the Facilities are damaged by any casualty, then the District shall have the option to either promptly restore the facilities or

provide the Charter School with alternate facilities. The cost of restoring the facilities under this section shall be borne by the Charter School if the cause of the casualty is the negligence or intentional act of the Charter School, its employees, agents, students or invitees, in part or in whole. The cost of restoring the Facilities under this section shall be borne by the District if the cause of the casualty is the negligence or intentional act of the District, its employees, agents, or invitees. The parties shall tender the cost of restoring the facilities to their respective insurance carriers if the casualty is caused by a third party or by act of God. The Parties, and/or their insurance carrier, reserve the right to pursue recovery or reimbursement in subrogation for any restoration to the facilities against any responsible party, including but not limited to each other. If restoration is to occur, it shall be performed in such a way that will cause the least disruption to the Charter School's academic program.

Section 17. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

If to the District: Attn: Chico Unified School District
Superintendent
1163 East Seventh Street
Chico, CA 95928

If to the School: Attn: Inspire School of Arts & Sciences
Principal
901 Esplanade
Chico, CA 95926

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

Section 18. Subcontract and Assignment. Neither party shall assign its rights, duties or privileges under this Agreement, nor shall a party attempt to confer any of its rights, duties or privileges under this Agreement (including that of sublease) on any third party, without the written consent of the other party. Charter School shall not sublease, pledge, encumber, mortgage or otherwise transfer or assign to any party whatsoever any interest in the Facilities.

Section 19. Independent Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 20. Entire Agreement of Parties. This Agreement, and all its incorporated documents, constitute the entire agreement between the parties and supersede all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by the parties expressly indicating an intent to modify or amend this Agreement.

Section 21. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Butte County, California.

Section 22. Waiver. The waiver by any party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 23. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 24. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

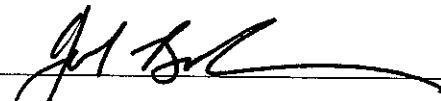
Section 25. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

Section 26. Severability. Should any provision of this Agreement be legally determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.


Section 27. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

CHICO UNIFIED SCHOOL DISTRICT

By: 
Title: CUSD Director, Alternative Education

INSPIRE SCHOOL OF ARTS AND SCIENCES CHARTER SCHOOL

By:  ERIC NILSSON

Title: Principal

AGENDA ITEM: **Wildflower Open Classroom Facilities Use Agreement and Memorandum of Understanding**

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

- ☒ Consent
☐ Information Only
☐ Discussion/Action

Board Date: August 17, 2011

Background Information

The CUSD Board of Education approved the Wildflower Open Classroom Charter on October 10, 2010, with a friendly amendment that Wildflower would not enroll students until CUSD and Wildflower completed a Memorandum of Understanding (MOU).

On November 1, 2010, Wildflower utilized the Proposition 39 procedures to ask for a facility on a Chico Unified campus. At the end of the Proposition 39 process in May, CUSD agreed to place Wildflower on the McManus campus and Wildflower accepted the facilities offer.

Since that time, CUSD and Wildflower have been negotiating both a Memorandum of Understanding (MOU) and Facilities Use Agreement (FUA).

Educational Implications

Fiscal Implications

With a Proposition 39 facility, CUSD will charge Wildflower a 3% oversight fee as opposed to the 1% fee charged when charters locate in private facilities.

**CHARTER FACILITIES AGREEMENT
BY AND BETWEEN
CHICO UNIFIED SCHOOL DISTRICT AND
WILDFLOWER OPEN CLASSROOM CHARTER SCHOOL**

THIS AGREEMENT ("Agreement") is made this 17th day of August, 2011, by and between the Chico Unified School District, a public school district organized and existing under the laws of the State of California ("District") and Wildflower Open Classroom Charter School ("Charter School"), a California public charter school. The District and the Charter School are collectively referred to as "the parties."

RECITALS

WHEREAS, pursuant to Proposition 39, the Charter School has made a request for facilities for the 2011-12 fiscal year; and

WHEREAS, pursuant to the requirements of Proposition 39 and its implementing regulations (CCR, Title 5, Section 11969.1-11969.9 hereinafter "State Regulations"), the District has made an offer to provide the Charter School with facilities for its in-District students, and the Charter School has accepted the terms of that offer for the 2011-2012 school year; and

WHEREAS, the parties desire to set forth the terms and conditions pursuant to which the Charter School will occupy classrooms and use facilities at the District's John A. McManus Elementary School Site (the "Site"), located at 988 East Avenue, Chico, California, 95926.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties agree as follows:

Section 1. Use of Site. District agrees to allow Charter School exclusive use of the District-offered facilities on the Site as described with more particularity in Exhibits "A" and "B" attached hereto, for the sole purpose of operating the Charter School K-8 educational program and related uses consistent with the operation of an educational facility, in accordance with the Charter School's charter. Subject to the District's written consent rights contained in Section 9 herein, the Charter School shall have the right to utilize the Site in any lawful configuration needed to meet its K-8 educational program needs. The Charter School recognizes that the District has only to provide facilities space for in-District students; it is up to the Charter School to decide if it will house out-of-District children in that space allocated for in-District children.

Charter school agrees to abide by the John McManus Behavior Expectations for Common areas in accordance with Exhibit "C" of this agreement.

However, in the event that the District needs to reclaim the Site to accommodate District students as provided by law at any time during the course of this Agreement, the District shall

have the right to reclaim possession of the Site from the Charter School by giving written notice to the Charter School no later than February 1 of the fiscal year one year preceding the school year for which the District is reclaiming the Site. In accordance with Education Code Section 47614, the District shall not move the Charter School unnecessarily.

If the District determines that it may need to reclaim the site, the Charter School will be notified that the District will begin an analysis of its future facility needs. The District will review the analysis with the Charter School upon giving notice of its intent to reclaim the Site.

Subsequent requests, either for additional space or after termination, shall be made on an annual basis in accordance with Proposition 39.

Upon the termination of this Agreement, the right to exclusive use and occupation of the Site and the facilities and District equipment thereon shall revert to the District. Charter School shall be required to restore the Site to its original configuration unless the District waives this requirement. Upon termination, Charter School will be required to remove any portables they have placed on the Site. If the Charter School has placed District-standard portables on the site, the District may elect the option of having the Charter School transfer ownership to the District provided the portables are free and clear of any liens. The parties shall negotiate any terms of payment for the portables. A District standard portable is defined as a new, steel framed relocatable building that meets the Field Act.

In the event that the District reclaims the Site, the District shall not be obligated to repay to the Charter School any sum expended, directly or indirectly, for the purpose of making any improvements to the Site. Charter School acknowledges that the District has not asked Charter School to make or subsidize improvements to the Site for the benefit of the District, and that Charter School does so at the risk that the District will reclaim the Site.

Charter School shall otherwise have full and exclusive use of all District-offered classrooms, administrative space, and other facilities granted by District on the Site during the term of this Agreement. Charter School shall comply with District policies and/or practices regarding the operations and maintenance of the facilities, furnishings, and equipment.

Although Charter School shall have the exclusive use of District-offered facilities on the Site, Charter School agrees to comply with the provisions of the Civic Center Act (Education Code Section 38131 et seq.) in making use of the non-classroom facilities and grounds accessible to members of the community. For purposes of compliance with the Civic Center Act with respect to the Site, the Charter School Board of Directors shall hold the same powers and obligations applicable to School District Boards of Trustees under Education Code Sections 38130-38139 and shall also follow District Board Policy and Administrative Regulations in making use of the facilities accessible to members of the community.

The parties agree that the provision of facilities pursuant to this Agreement constitutes full and complete satisfaction of the District's obligation to provide facilities to the Charter

School under Education Code Section 47614 and the Proposition 39 regulations (CCR, Title 5, Section 11969.9) for the 2011-12 school year.

Section 2. Furnishings and Equipment. The District shall provide, in accordance with the Proposition 39 regulations, furnishings and equipment at the Site. These furnishings and equipment shall remain the property of the District. The furnishings and equipment provided shall be reasonably equivalent in condition and quantity to those furnishings and equipment provided in the comparison group of schools in accordance with 5 C.C.R. Section 11969.3. The District agrees to provide the Charter School with an inventory list of all District furniture and equipment left on the site for use by the Charter School. The Charter School agrees to bring any furnishings and equipment it owns to the Site in an effort to conserve resources. The District agrees that all furnishing supplied by the Charter School are property of the Charter School.

Section 3. Reimbursement: Reimbursement: In the event that the space allocated to the Charter School is considered "over allocated" in accordance with 5 C.C.R. Section 11969.8, the Charter School shall reimburse the District as follows:

(a) Space is considered to be over-allocated if (1) the charter school's actual in-district classroom ADA is less than the projected in-district classroom ADA upon which the facility allocation was based and (2) the difference is greater than or equal to a threshold ADA amount of 25 ADA or 10 percent of projected in-district classroom ADA, whichever is greater.

(b) The per-pupil rate for over-allocated space shall be equal to the statewide average cost avoided per pupil set pursuant to Education Code section 42263 for 2005-06, adjusted annually thereafter by the CDE by the annual percentage change in the general-purpose entitlement to charter schools calculated pursuant to Education Code section 47633, rounded to the next highest dollar, and posted on the CDE Web site.

(c) The reimbursement amount owed by the charter school for over-allocated space shall be equal to (1) this rate times the difference between the charter school's actual in-district classroom ADA and the projected in-district classroom ADA upon which the facility allocation was based, less (2) this rate times one-half the threshold ADA. For purposes of this subdivision, the actual in-district classroom ADA shall be determined using the report submitted pursuant to section 11969.9(l) in conjunction with the second principal apportionment under Education Code section 41601.

Section 4. Term. The term of this Agreement shall begin on August 17, 2011 and shall end on June 30, 2012 unless terminated beforehand by the parties or revocation of the charter.

Section 5. Termination. This Agreement will automatically terminate upon the cessation of Charter School' operations for any reason or by a thirty (30) day written notice to the District from the Charter School.

Section 6. Utilities. District agrees to furnish or cause to be furnished to the Site infrastructure for the following utilities: electric, water, garbage, and telephone. Charter School

shall be solely responsible for the cost of utilities used or consumed by the Charter School on the Site.

Section 7. Maintenance. Facilities provided to the Charter School shall remain the property of the District. As requested by the Charter School, the routine operations and maintenance of the facilities and equipment is the responsibility of the Charter School. Charter School shall comply with the Williams Act, including the posting requirements in each classroom under their control. Projects eligible to be included in the District deferred maintenance plan established pursuant to Education Code Section 17582 shall remain the responsibility of the District.

District shall be responsible for the major maintenance of the facilities used by School. For purposes of this section, "major maintenance" includes the major repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code Section 17582. The Deferred Maintenance Program Handbook outlines examples of projects that are eligible under the program as well as those that are not eligible. All other kinds of maintenance shall be considered routine maintenance and shall be the responsibility of the Charter School. Replacement of major maintenance items will be determined by the District in accordance with the State's Deferred Maintenance Program guidelines.

Section 8. Installation of Improvements/Signage. Charter School shall not construct or install any improvements (as defined in California Civil Code Section 660) on the Site, or otherwise substantially alter the Site, without the prior written consent of District, and if required, the Division of the State Architect and/or State Department of Education. Charter School agrees to file a School Project Request form for approval with the District's Facilities Division in accordance with District policy should it desire to add any fixture (as defined in California Civil Code 660) or make substantial alternations to the site as necessary. District approval of any improvements, including the construction schedule, work hours, and modifications, shall be at District's sole and absolute discretion. Contractors retained by Charter School with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with District construction requirements. The District shall be named as an additional insured on any applicable insurance policies and bonds. Charter School shall bear full responsibility for ensuring that the construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable to public schools, including buildings codes and prevailing wage laws. District or District's agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students.

Section 9. Condition of Property. The District is not aware of any defect in or condition of the Site that would prevent its use for the Charter School's purposes. To the best of its knowledge, the District has received no notice of any violation of statute, ordinance,

regulation, order or holding from any state or federal agency with jurisdiction over the Site that calls into question the appropriateness or sufficiency of the Site for its intended purpose. Charter School, at its expense, shall comply with all applicable laws, regulations, rules and orders that are triggered by the Charter School's use and occupancy of the Site including, without limitation, those relating to health, cleanliness, safety, noise, environmental protection, waste disposal, and water and air quality. Charter School shall not be responsible for legal compliance for environmental conditions that existed prior to Charter School's occupancy of the Site. District shall remain responsible for compliance with the ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of execution of this Agreement. The Charter School shall assume responsibility for compliance with ADA and FEHA access rights to the extent it makes any modifications, improvements or additions.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Site due in whole or in part to the Charter School's use and occupancy thereof, Charter School, at its expense, shall be obligated to clean all the property affected, to the satisfaction of District and any governmental agencies having jurisdiction over the Site.

Section 10. Fingerprinting. Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code Section 45125.1.

District acknowledges that Charter School is a public charter school using the Premises for public education purposes. District therefore agrees that any of its employees, agents, contractors or independent contractors utilized to perform any of the repairs that may have contact with Charter School pupils will undergo criminal background checks as specified in California Education Code or any other applicable law addressing third party access to Charter School's minor students or any person entering the premises for the above-stated purposes who will be in contact with Charter School minor pupils.

Section 11. Insurance.

District. The District shall maintain, during the term of this Agreement, insurance against claims for injuries to persons or damages to property (real and personal, including the structures on the Site), excluding coverage for contents for the Charter School's personal property, in amounts equal to that which would be in place if the Site were occupied by another school of the District.

Charter School. The Charter School shall purchase and maintain in effect the following insurance policies as specified below:

General & Excess Liability

The Charter School, at its expense, shall procure and maintain throughout the term of this Agreement General Liability insurance with a minimum per occurrence limit of \$15,000,000 and the deductible/self-insurance retention shall not exceed \$10,000.

Insurance shall include coverage for claims against the Charter School, its elected or appointed officials, employees, agents, volunteers and students (interns while acting on behalf of the Charter School) arising out of errors and omissions, abuse and molestation, and employment practices liability. The policy or policies shall name as additional insured/additional covered party the District; its elected or appointed officials, employees, agents and volunteers. The policy or policies shall provide that this insurance shall be primary with respect to any liability or claimed liability arising out of the performance or activities by the Charter School under this Agreement or the Charter School's use of the Premises, and that any insurance procured by the District, its elected or appointed officials, employees, agents and volunteers shall be excess and shall not be called upon to contribute until the limits of the insurance provided hereunder shall be exhausted. District is not responsible for real or personal property losses suffered by the Charter School; its elected or appointed officials, employees, agents, volunteers or students.

Automobile Liability

Charter School shall maintain automobile liability insurance, including non-owned and hired coverage with a minimum per accident limit of \$15,000,000 for any injuries to persons (including death there from) and property damage in connection with the Charter School's activities under this Agreement.

Property Insurance

District shall maintain, for the duration of this Agreement, all-risk real property coverage adequate to cover the replacement cost of all buildings on the Premises and those other facilities to which the Charter School may have access under this Agreement. Charter School shall be solely responsible for obtaining adequate real or personal property for contents insurance for Charter School's real or personal property located on the Premises or elsewhere. In addition, Charter School is solely responsible for its building improvements. District shall be solely responsible for obtaining adequate real or personal property or contents insurance for District's real or personal property located on the Premises or elsewhere.

Workers' Compensation

Charter School is to procure and maintain, for the duration of this Agreement, Workers' Compensation insurance against claims for injuries to the Charter School's employees in accordance with such insurance as required by the State of California Labor Code and Employers Liability coverage.

Risk Management

The Charter School shall establish and institute risk management policies and practices to address reasonably foreseeable occurrences.

A report of the risk management program operation shall be submitted to the CUSD Charter School Liaison no later than October 31 each year. The components of the report should include the Designated Safety Officer and establish that the following are in place:

1. Injury Illness Prevention Plan
2. Bloodborne Pathogen Training
3. Hazard Communication Program
4. Emergency Plan
5. Documentation of Employee Safety Training
6. Annual Safety Inspections
7. Child Protective Services Reporting Obligations.

Proof of Insurance

Charter School shall furnish the District with original certificates and amendatory endorsements affecting coverage required by this Agreement, including where the District is named as an additional insured. All certificates and endorsements are to be received and approved by the District before commencement of any activities under this Agreement. However, failure to do so shall not operate as a waiver of these insurance requirements. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement at any time.

Section 12. Indemnification. CHARTER SCHOOL shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless CUSD, its officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter "District" and "District Personnel") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and/or District Personnel, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, CHARTER SCHOOL' performance under this Agreement or the Charter, or any acts, errors, negligence, omissions or intentional acts by CHARTER SCHOOL, its board of directors, administrators, employees, agents, representatives, volunteers, successors and assigns. This indemnity and hold harmless provision shall exclude actions brought by third persons against CUSD arising out of any intentional acts of CUSD and/or District Personnel or solely out of any acts or omissions of CUSD and/or District Personnel that are not otherwise related to or connected with CHARTER SCHOOL and/or its Personnel. This indemnification clause shall survive termination of this Agreement.

The defense obligation hereunder shall be satisfied **only** through the representation of the District its officers, Board Members, employees and volunteers by counsel selected by District, however such legal counsel's fees must be no higher than their customary rate

for similar representation. CHARTER SCHOOL's obligation shall include the payment of all attorney and expert fees, court costs and any other reasonably related litigation expense. Further, the defense obligation is prospective and must be fulfilled contemporaneously with defense needs of District, its officers, Board Members, employees and volunteers. The obligation to defend and indemnify shall not be satisfied by way of reimbursement, and CHARTER SCHOOL shall be liable for all fees and costs incurred to enforce CHARTER SCHOOL's defense and indemnity obligations hereunder.

CUSD shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless CHARTER SCHOOL, its officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter "CHARTER SCHOOL" and "CHARTER SCHOOL Personnel") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against CHARTER SCHOOL and/or CHARTER SCHOOL Personnel, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, CUSD's performance under this Agreement or with respect to the Charter, or any acts, errors, negligence, omissions or intentional acts by CUSD, its board of directors, administrators, employees, agents, representatives, volunteers, successors and assigns. This indemnity and hold harmless provision shall exclude actions brought by third persons against CHARTER SCHOOL arising out of any intentional acts of CHARTER SCHOOL and/or CHARTER SCHOOL Personnel or solely out of any acts or omissions of CHARTER SCHOOL and/or CHARTER SCHOOL Personnel that are not otherwise related to or connected with CUSD and/or its Personnel.

The defense obligation hereunder shall be satisfied only through the representation of CHARTER SCHOOL, its officers, Board Members, employees and volunteers by counsel selected by CHARTER SCHOOL; however such legal counsel's fees must be no higher than their customary rate for similar representation. District's defense obligation hereunder shall include the payment of all attorney and expert fees, court costs and any other reasonably related litigation expense. Further, the defense obligation is prospective and must be fulfilled contemporaneously with defense needs of CHARTER SCHOOL, its officers, Board Members, employees and volunteers. The obligation to defend and indemnify shall not be satisfied by way of reimbursement, and District shall be liable for all fees and costs incurred to enforce District's defense and indemnity obligations hereunder.

This indemnification clause shall survive termination of this Agreement.

Section 13. Access. Charter School shall permit District, its agents, representatives or employees, to enter upon the Site for the purpose of inspecting same or to make repairs, alterations, or additions to any portion of the Site. District shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

The District will follow the regulations of the Civic Center Act when evaluating other potential uses for the facility.

Section 14. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

If to the District: Chico Unified School District
 1163 E. 7th Street
 Chico, CA 95926
 Attn: Superintendent

If to the School: Wildflower Open Classroom
 P.O. Box 8327
 Chico, CA 95927
 Attn: Board Chair

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

Section 15. Independent Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 16. Entire Agreement of Parties. This Agreement constitutes the facility use agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by the parties indicating intent to modify this Agreement.

If the parties are unable to agree upon and execute a Memorandum of Understanding relative to the balance of the Charters use of District facilities, this agreement will become null and void.

Section 17. Governing Law and Venue. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Butte County, California.

Section 18. Waiver. The waiver by any party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 19. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 20. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

Section 21. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

Section 22. Severability. Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

Section 23. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference.

Section 24 Attorney's Fees. If suit is brought by either party to this Agreement to enforce any of its terms, the prevailing party shall be entitled to recover their reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

CHICO UNIFIED SCHOOL DISTRICT

By: _____

Title: _____

CHARTER SCHOOL

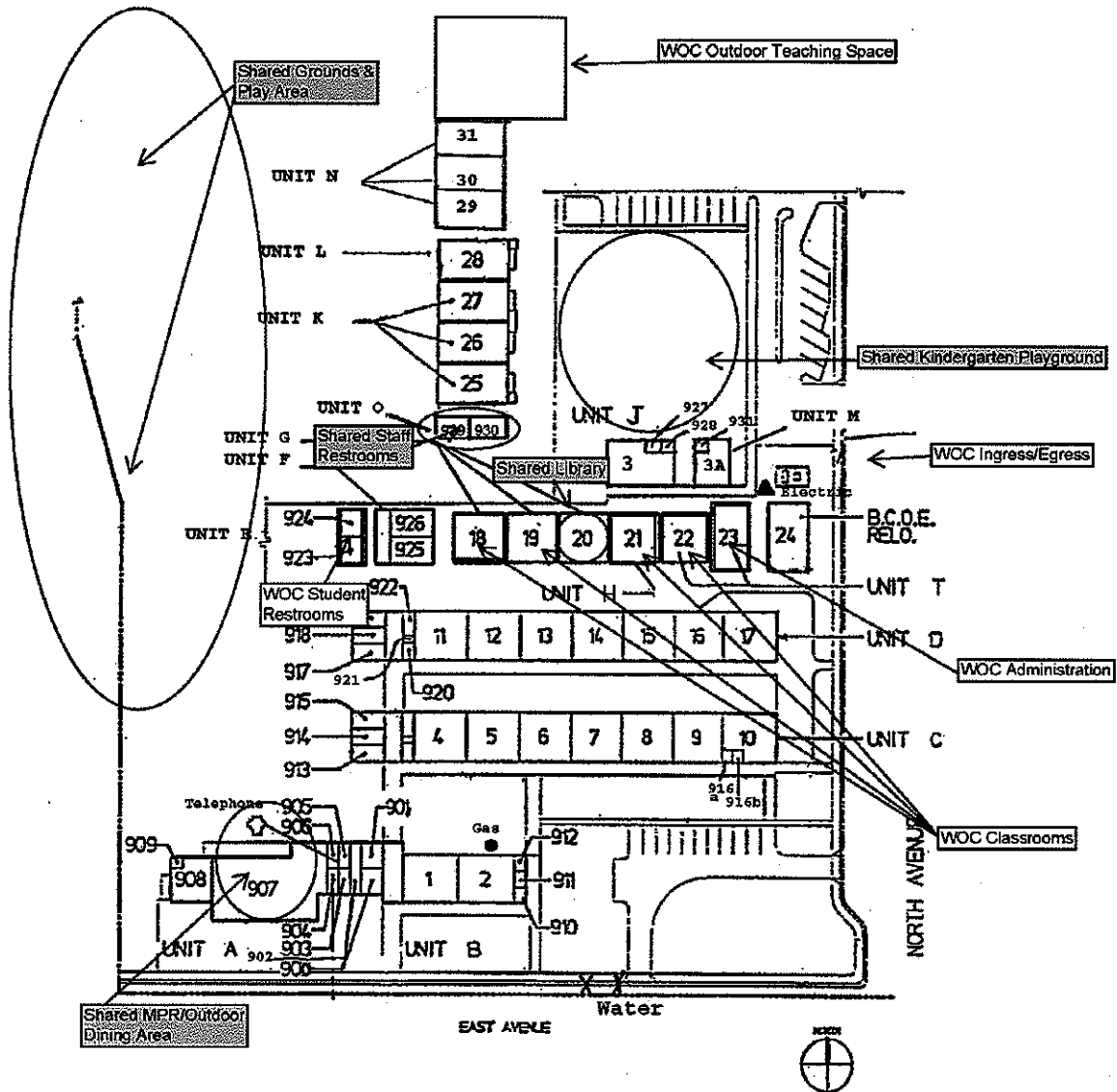
By:  _____

Title: Board Chair

EXHIBIT "A"

[Site plan of 988 East Avenue, Chico, California; site indicating the five (4) exclusive use classrooms, one (1) exclusive use Administrative Office, one (1) set of exclusive use student restrooms, one (1) exclusive use outdoor teaching station yard space and the shared areas]

(Remainder of this page intentionally blank)



JOHN McMANUS ELEMENTARY SCHOOL

Updated 9/2006

EXHIBIT "B"

CONDITIONS FOR USE
OF THE JOHN A MCMANUS ELEMENTARY SCHOOL SITE

Section 1. Use of Site. District agrees to allow Charter School

Exclusive use of the following:

Four (4) classrooms designated as #18, #19, #21 and #22, to be furnished, equipped and designated for students; exclusive use of the administrative space located in Classroom #23 for a total of 5,024 square feet. The programs that are to be housed in these classrooms are K-8 education in accordance with the charter application only.

One (1) set of boys and girls student restrooms designated as rooms #923 and #924, for a total of 384 square feet.

Field space located north of classroom designated as #31 measuring approximately 60' x 70' to serve as an outdoor teaching space for WOC.

Shared use of the following:

The school's staff restrooms designated as rooms #929 and #930 on an as-needed basis.

Grounds (play fields, asphalt and apparatus areas) at the following times:

Schedule for 45 minutes of shared use of the Grounds (play fields, asphalt, Kindergarten playground and apparatus areas) to be mutually agreed upon in advance by the McManus Principal and the Director of WOC. Shared use of these areas is not to conflict with the established McManus recess schedule. In the event that a mutually agreed upon schedule cannot be reached, a written schedule will be negotiated and incorporated by approved addendum into this Facilities Use Agreement.

Shared use of the school's multi-purpose room for a total of thirteen and one half (13.5) hours per month. Schedule for shared use of the multi-purpose room to be mutually agreed upon in advance by the McManus Principal and the Director of WOC. In the event that a mutually agreed upon schedule cannot be reached, a written schedule will be negotiated and incorporated by approved addendum into this Facilities Use Agreement.

Shared use of the school's library at the following times:

Shared use of the school's library has been scheduled between the hours of 10:00a.m and 11:00a.m., Monday through Friday. WOC staff and students will not remove books from the library under any circumstances. If WOC deems that it will not utilize the library on a regular basis during this time, full exclusive use of the library will return to the

McManus Elementary School and this revision will be incorporated by approved addendum into this Facilities Use Agreement.

Charter school is authorized to establish a school garden in the same size and shape of the existing gardens on the north side of the existing gardens. District requires coordination in advance for any excavation in this area for irrigation systems or fencing. Charter School agrees to fence the garden with the same materials and specifications as existing gardens. All costs involved with the establishment of a garden will be borne by Charter School.

Section 2. Furnishings and Equipment. The District shall provide, in accordance with the Proposition 39 regulations, furniture and equipment at the Site. These furnishings and equipment shall remain the property of the District. The furniture and equipment will be provided based on grade level and program information provided by the Charter School. The following furniture requested by WOC will be provided by the District:

- 4-Teacher Desks
- 4-Teacher Chairs
- 24 Round Tables
- 20 Student Chairs (suitable for Kindergarten)
- 24 Student Chairs (suitable for 1st/2nd grade)
- 24 Student Chairs (suitable for 3rd/4th)
- 24 Student Chairs (suitable for 5th/6th)
- 12 Student Chairs (suitable for 7th/8th)

Section 3. Utilities. District agrees to furnish or cause to be furnished to the existing facilities on the Site infrastructure for the following utilities: garbage, gas, water and sewage.

The Charter School will reimburse the District for the utilities based on per square foot pro-rata share derived from actual utility expenses for John A. McManus Elementary School during the 2010-11 fiscal year as follows:

Gas/Electricity	5,408 square feet x \$1.13 per square foot = \$6,111.04 annually
Water	5,408 square feet x \$0.08 per square foot = \$432.64 annually
Garbage	5,408 square feet x \$0.11 per square foot = \$594.88 annually

for a total of \$7,138.56. The District will bill the Charter School quarterly for the provided utilities.

Heating and Air Conditioning will be provided between the hours of 6:30a.m. and 3:15p.m. If additional use of the facilities is required, the Charter School must abide by the District Use of Facilities Application process. Additional charges for use of facilities may apply.

Based on the fact that John A. McManus Elementary School's intercoms and bells are on an integrated system and as agreed to by the Charter School, the afore-referenced classrooms will be disconnected from the system. The Charter School will be responsible for providing its own

phone, voice mail and internet service. District will provide related infrastructure for phones and data.

Section 4. Maintenance/Custodial. The Charter School will be responsible for providing all of the maintenance and custodial services for the afore-referenced classrooms, administrative room and restrooms with the exception of deferred maintenance.

Section 5. Ingress and Egress to Charter School Facilities. The Charter school will park in the parking lot on North Avenue. As per the "Final Offer for Use of Chico Unified School District Facilities 2010/11", the Charter School is allotted 16.43% of the parking spaces.

The Charter School students, staff and parents will enter and exit the facilities as outlined on the map in "Exhibit A" of this agreement. All adults will be provided with and wear badges that are supplied by the Charter School denoting that they are from the Charter School. All Charter School students will be escorted to and from classrooms by the Charter School adults wearing the badges. A teacher/administrator will be present at all times that Charter School students are on campus.

Section 6. Miscellaneous. All Charter School students, staff and parent volunteers agree to adhere to the John McManus Behavior Expectations for Common Areas, attached as "Exhibit C" to this agreement, while on campus and must participate in all Code Red and fire drills as scheduled by the site Principal.

MEMORANDUM OF UNDERSTANDING REGARDING CHARTER SCHOOL OVERSIGHT
by and between
CHICO UNIFIED SCHOOL DISTRICT
AND WILDFLOWER OPEN CLASSROOM CHARTER SCHOOL

This Memorandum of Understanding ("Agreement") is executed between the Chico Unified School District ("CUSD") and Wildflower Open Classroom Charter School ("Charter School"), a California nonprofit public benefit corporation authorized to operate the charter school.

I. RECITALS:

- A. The CUSD is a school district existing under the laws of the State of California.
- B. CHARTER SCHOOL is a California non-profit public benefit corporation that operates as a public charter school existing under the laws of the State of California and under the chartering authority oversight of CUSD.
- C. CUSD is the authorizing agency of CHARTER SCHOOL. This Agreement is intended to outline the agreement of CHARTER SCHOOL and CUSD governing their respective fiscal and administrative responsibilities, their legal relationships and operation of CHARTER SCHOOL.
- D. Written modifications of this Agreement may be made by mutual agreement as set forth in Section A below. This Agreement was approved by the Board of Education of CUSD on August 17, 2011 and by the Board of Directors of CHARTER SCHOOL on August 10, 2011 and shall be effective upon execution until terminated in accordance with this Agreement. The executed and approved Agreement shall be provided by CHARTER SCHOOL to CUSD on or before August 17, 2011.
- E. The terms of this Agreement are intended to become part of the conditions, standards and procedures set forth in the Charter document ("Charter"). If the terms of this Agreement conflict with the terms of the Charter, this Agreement shall control the handling or resolution of the particular issue in question. The parties will meet to consider the Charter as modified by this Agreement to reach consistency, if the inconsistency is material to the terms of the Charter. In addition, if the Charter, read alone without incorporating this Agreement, is silent on an issue addressed by this Agreement, this Agreement shall control.

II. AGREEMENTS

- A. Terms
 - 1. This Agreement will govern the relationship between CUSD and CHARTER SCHOOL regarding the operation of CHARTER SCHOOL and the relationship of CUSD and CHARTER SCHOOL.

2. Any modification of this Agreement must be in writing, executed by duly authorized representatives of both parties, ratified by the respective Boards, and must indicate intent to modify or amend this Agreement.
3. The duly authorized representative of CHARTER SCHOOL is the Executive Director, or designee.
4. The duly authorized representative of CUSD is the Superintendent or the CUSD's Charter School Liaison. In order to ensure consistency in communications, all communication regarding any aspect of the operation of CHARTER SCHOOL shall be initiated by the designated representative of CHARTER SCHOOL with the Superintendent of CUSD, unless the Superintendent delegates this function to the Charter School Liaison.
5. The term of this Agreement shall be coterminous with the operation of the Charter originally granted to CHARTER SCHOOL on October 20, 2010. This entire Agreement is subject to approval by the respective governing boards of CUSD and CHARTER SCHOOL. This agreement expires on June 30, 2012.
6. This Agreement shall terminate automatically upon closure of CHARTER SCHOOL for any reason, except as may be specified otherwise herein. "Closure" means that all legally required closure processes are completed as such term is used in Section 47605(b)(5)(P) of the Act and Section 11962 of Title 5 of the California Code of Regulations. Notwithstanding the terms of this paragraph, the MOU shall not terminate until such time as CHARTER SCHOOL has exhausted all of its statutory, non-judicial appeals under Section 47607 of the Act in the event of non-renewal or revocation.

B. Funding

1. CHARTER SCHOOL is eligible for state Block Grant Funding. In addition to a general purpose entitlement, this Block Grant Funding will include CHARTER SCHOOL's computed share of categorical programs listed in California Education Code Section 47634. Block Grant Funding will be apportioned by Average Daily Attendance (ADA). CHARTER SCHOOL will be responsible for providing the State Department of Education with all data required for funding. The Block Grant Funding will not include:
 - a. Programs for which CHARTER SCHOOL is required to apply separately such as summer school or class-size reduction.
 - b. Special Education programs -- these funds are allocated to District as long as CHARTER SCHOOL functions as a public school of CUSD for purposes of special education. CHARTER SCHOOL understands

that this requires it to contribute an equitable share of its charter block grant funding to support district-wide special education instruction and services costs, including CHARTER SCHOOL's special education costs.

- c. Economic Impact Aid -- these funds are allocated separately, based on qualifying students.
 - d. Lottery funds -- CHARTER SCHOOL will be funded directly from the State through CUSD in addition to the Block Grant Funding, for their share of these funds. A portion of Lottery Funds must be spent on instruction, as dictated by the State.
2. CHARTER SCHOOL is eligible for Federal funding including, but not limited to: Title I, II, IV and VII, based on the qualification of CHARTER SCHOOL's students for such funding.
 3. CHARTER SCHOOL shall elect to receive funding from the State directly, pursuant to Education Code section 47651.
 4. CHARTER SCHOOL may receive funding from new or one-time funding sources available to schools or school districts provided by the State of California to the extent that CHARTER SCHOOL and its students generate such entitlements. Additionally, CHARTER SCHOOL may apply for private grants.
 5. Grants written by and obtained by CHARTER SCHOOL will come directly to CHARTER SCHOOL and not go through CUSD or be subtracted from the resources CUSD would otherwise have allocated to CHARTER SCHOOL.
 6. In addition to the Block Grant Funding specified herein, the parties recognize the authority of CHARTER SCHOOL to pursue additional sources of funding.
 7. If CUSD applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of CHARTER SCHOOL, which it may do in its sole discretion, CUSD will receive a percentage of such funds to be allocated to CHARTER SCHOOL. CUSD will charge the maximum indirect costs as allowed under law or as specified by the specific funding source. Funds shall be allocated to CHARTER SCHOOL on a prorated basis related to the formula that generates the funds. For example, if funds are generated on a per eligible students basis, they shall be allocated to CHARTER SCHOOL on a per eligible student basis minus the administration fee (i.e., indirect cost fee) charged by CUSD.

8. CHARTER SCHOOL shall cooperate fully with CUSD in any applications made by CUSD on behalf of the students of CHARTER SCHOOL. Prior to submittal of said application District shall provide a copy of the application to the Charter School Board to review. Charter School Board retains the right to remove itself from said application.
9. CHARTER SCHOOL agrees to comply with all applicable laws and regulations related to receipt and expenditures of such funds.
10. CUSD shall annually transfer to CHARTER SCHOOL funding in lieu of property taxes in monthly installments on or before the fifteenth (15th) of each month pursuant to Education Code Section 47635.
11. CHARTER SCHOOL agrees that all loans received by CHARTER SCHOOL shall be the sole responsibility of CHARTER SCHOOL and CUSD shall have no obligation for repayment. CHARTER SCHOOL agrees that it shall establish a fiscal plan for repayment of any loans received by CHARTER SCHOOL in advance of approving receipt of such loans. It is agreed that all loans sought by CHARTER SCHOOL shall be authorized in advance by CHARTER SCHOOL and shall be the sole responsibility of CHARTER SCHOOL. CHARTER SCHOOL agrees that CUSD shall have no obligation for repayment. CHARTER SCHOOL shall provide advance written notice with details of terms and repayment plan to CUSD specifying its intent to apply for/seek a loan. CHARTER SCHOOL shall also provide to CUSD written notice of deposit of any sums which are loans and the plan for repayment. CHARTER SCHOOL shall indicate on any application for loans that it is a separate legal entity from CUSD and that CUSD will not serve as a guarantor, and will not be liable in any way, for the repayments.
12. CHARTER SCHOOL agrees that all revenue obtained by CHARTER SCHOOL shall only be used to provide educational services and support consistent with its Charter and shall not be used for purposes other than those set forth in the approved Charter, this Agreement or any authorized amendments. All expenditures shall be in accordance with applicable law.
13. CHARTER SCHOOL shall not seek a share of additional operational funding pursuant to Education Code section 47636, subdivision (a). Nothing herein shall prevent CHARTER SCHOOL from applying for categorical funding directly to the source of such funding

C. Legal Relationship

1. The Parties recognize that CHARTER SCHOOL is a separate legal entity that operates CHARTER SCHOOL under the supervisory oversight of CUSD.

2. CHARTER SCHOOL shall be wholly responsible for CHARTER SCHOOL's operations and shall manage its operations efficiently and economically within the constraints of CHARTER SCHOOL's annual budget. CUSD shall not be liable for the debts or obligations of CHARTER SCHOOL, for claims arising from the debts or obligations of CHARTER SCHOOL or for claims arising from the performance of acts, errors, or omissions by CHARTER SCHOOL, and CHARTER SCHOOL agrees to indemnify CUSD against any such claims as set forth in the Charter and this Section without regard to whether CUSD has performed the oversight responsibilities described in Education Code Sections 47604.32 and 47605(m). This indemnification clause shall survive termination of this Agreement.

CHARTER SCHOOL shall not have the authority to enter into a contract that would bind CUSD, nor to extend the credit of CUSD to any third person or party. CHARTER SCHOOL shall clearly indicate to vendors and other entities and individuals outside CUSD with which or with whom CHARTER SCHOOL enters into an agreement or contract that the obligations of CHARTER SCHOOL under such agreement or contract are solely the responsibility of CHARTER SCHOOL and are not the responsibility of CUSD.

CHARTER SCHOOL shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless CUSD, its officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter "District" and "District Personnel") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and/or District Personnel, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, CHARTER SCHOOL's performance under this Agreement or the Charter, or any acts, errors, negligence, omissions or intentional acts by CHARTER SCHOOL, its board of directors, administrators, employees, agents, representatives, volunteers, successors and assigns. This indemnity and hold harmless provision shall exclude actions brought by third persons against CUSD arising out of any intentional acts of CUSD and/or District Personnel or solely out of any acts or omissions of CUSD and/or District Personnel that are not otherwise related to or connected with CHARTER SCHOOL and/or its Personnel. This indemnification clause shall survive termination of this Agreement.

The defense obligation hereunder shall be satisfied only through the representation of the District its officers, Board Members, employees and volunteers by counsel selected by District, however such legal counsel's fees must be no higher than their customary rate for similar representation.

CHARTER SCHOOL's obligation shall include the payment of all attorney and expert fees, court costs and any other reasonably related litigation expense. Further, the defense obligation is prospective and must be fulfilled contemporaneously with defense needs of District, its officers, Board Members, employees and volunteers. The obligation to defend and indemnify shall not be satisfied by way of reimbursement, and CHARTER SCHOOL shall be liable for all fees and costs incurred to enforce CHARTER SCHOOL's defense and indemnity obligations hereunder.

CUSD shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless CHARTER SCHOOL, its officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter "CHARTER SCHOOL" and "CHARTER SCHOOL Personnel") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against CHARTER SCHOOL and/or CHARTER SCHOOL Personnel, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, CUSD's performance under this Agreement or with respect to the Charter, or any acts, errors, negligence, omissions or intentional acts by CUSD, its board of directors, administrators, employees, agents, representatives, volunteers, successors and assigns. This indemnity and hold harmless provision shall exclude actions brought by third persons against CHARTER SCHOOL arising out of any intentional acts of CHARTER SCHOOL and/or CHARTER SCHOOL Personnel or solely out of any acts or omissions of CHARTER SCHOOL and/or CHARTER SCHOOL Personnel that are not otherwise related to or connected with CUSD and/or its Personnel.

The defense obligation hereunder shall be satisfied only through the representation of CHARTER SCHOOL, its officers, Board Members, employees and volunteers by counsel selected by CHARTER SCHOOL, however such legal counsel's fees must be no higher than their customary rate for similar representation. District's defense obligation hereunder shall include the payment of all attorney and expert fees, court costs and any other reasonably related litigation expense. Further, the defense obligation is prospective and must be fulfilled contemporaneously with defense needs of CHARTER SCHOOL, its officers, Board Members, employees and volunteers. The obligation to defend and indemnify shall not be satisfied by way of reimbursement, and District shall be liable for all fees and costs incurred to enforce District's defense and indemnity obligations hereunder.

This indemnification clause shall survive termination of this Agreement.

3. CHARTER SCHOOL will comply with all applicable state and federal laws, including, without limitation, the Ralph M. Brown Act (Gov. Code, § 54950 et seq.), the California Public Records Act (Gov. Code, § 6250 et seq.), and conflict of interest laws, including without limitation, the Political Reform Act (Gov. Code, § 87100) and Government Code section 1090 et seq.

CHARTER SCHOOL shall also comply with all applicable federal and state laws concerning the maintenance and disclosure of student records, including, without limitation, the Family Education Rights and Privacy Act of 1974 (20 U.S.C.A. §1232g), all applicable state and federal laws and regulations concerning the improvement of student achievement, including, without limitation, applicable provisions of the Elementary and Secondary Education Act of 1965 (20 U.S.C.A. § 6301, et seq. as amended by the No Child Left Behind Act of 2001 (hereinafter the law, state and federal regulations referred to herein as "NCLB") and agrees to take appropriate remedial action if notified by the State of California of a violation of any of the foregoing.

4. Any complaints or concerns (including complaints filed with OCR, EEOC, or FEHA) received by CUSD about any aspect of the operation of CHARTER SCHOOL or about CHARTER SCHOOL shall be forwarded by CUSD to CHARTER SCHOOL. CUSD may request that CHARTER SCHOOL inform CUSD of how such concerns or complaints are being addressed, and CHARTER SCHOOL shall provide such information. If a complaint is described in California Code of Regulations, Title 5, Section 4610, CHARTER SCHOOL shall handle such complaint pursuant to the Uniform Complaint Procedure described in California Code of Regulations, Title 5, Section 4600 et seq. With respect to any disputes between CHARTER SCHOOL and CUSD, the parties shall follow the dispute resolution procedure set forth in Section 47605(b)(5)(N) of the Act.

D. Fiscal Relationship

1. Oversight Obligations: District oversight obligations include, but are not necessarily limited to, the following:
 - a. Review and revision of this Agreement and any subsequent agreements to clarify and interpret the Charter and amendments to the Charter and the relationship between CHARTER SCHOOL and CUSD.
 - b. Monitoring performance and compliance with the Charter and with applicable laws, including, without limitation, by way of the following:

- Visiting CHARTER SCHOOL at least once per year;
- Observing instruction on a periodic basis as determined by CUSD;
- Ensuring that CHARTER SCHOOL submits the reports and documents identified in Article II, Section D.1 to D.10 below;
- Monitoring the fiscal condition of CHARTER SCHOOL;
- Notifying the State of California upon the occurrence of any of the events described in Education Code section 47604.32(e) of the Act.

To the extent required by the Act, CHARTER SCHOOL shall promptly respond to all reasonable inquiries of CUSD, including, but not limited to, inquiries regarding its financial records.

- c. Any process conducted in compliance with Education Code Section 47607 related to the issuance of a notice to remedy or other corrective notice related to CHARTER SCHOOL's operations, including document requests, hearings, notices, and investigations, and monitoring efforts to remedy operational problems identified by CUSD.
- d. For purposes of fiscal oversight and monitoring by CUSD, CUSD requires CHARTER SCHOOL to provide information and documentation related to its operations. CUSD annually prepares its due dates for CHARTER SCHOOL Financial and Attendance Reports ("Reports"). CHARTER SCHOOL shall provide all information and documentation in the form and at the times specified in the Reports. Whether included in the Report or not, CHARTER SCHOOL shall provide CUSD with a copy of the following documents, data and reports, in the form and at the times specified.

(1) Student Data

CHARTER SCHOOL shall submit student enrollment projections to CUSD by March 19 of the preceding school year each year. During the school year, monthly enrollment and ADA reports with respect to CHARTER SCHOOL shall be provided to CUSD. CHARTER SCHOOL shall annually provide CUSD a list of names and addresses of students enrolled along with the school district of residence of each respective student no later than November 1 of each year.

CHARTER SCHOOL shall maintain contemporaneous written records of enrollment and ADA and make these records available to CUSD for inspection and audit upon request. CHARTER SCHOOL shall provide copies of the P-

1, P-2, and annual state attendance reports to CUSD by December 15, April 13, and June 30, respectively, each year. Copies of amended state attendance reports, if any, shall be provided to CUSD within 3 weeks of discovery of the need for an making such an amendment. In addition, CHARTER SCHOOL shall provide all necessary information required to be submitted to the CALPADS for CHARTER SCHOOL by no later than October 31 of each year, including the R-30 Report. Such reports must be generated using the required Standardized Account Code Structure (SACS) and Attendance Reporting software. CHARTER SCHOOL shall ensure that coding of student information conforms to District student information system requirements.

CHARTER SCHOOL's student discipline policies shall be provided to CUSD annually, by September 1 of each year, and as updated.

(2) Personnel Data/Credential Data

Actual staffing data shall be provided to CUSD on an annual basis and prior to commencement of each school year. Teacher credentials, clearances, and permits shall be maintained on file at CHARTER SCHOOL and shall be subject to periodic inspection by CUSD. Copies of credentials and a list of teaching/class assignments for each teacher shall be provided to CUSD by CHARTER SCHOOL at the commencement of each school year and no later than September 15, and whenever any changes in credentials or assignments occur during the school year, along with written verification by CHARTER SCHOOL that credentialing requirements imposed on CHARTER SCHOOL under NCLB have been met. CHARTER SCHOOL shall also provide to CUSD at the commencement of each school year and no later than September 15, all available information to demonstrate compliance with Education Code Section 44237 for CHARTER SCHOOL employees performing services at CHARTER SCHOOL.

(3) Annual Employment Audit

CHARTER SCHOOL shall provide the following reports to the District no later than October 31 each year:

- (a) List of all employees verifying TB clearance.

- (b) List of certificated employees verifying credentials held, as well as the expiration date for each credential.
 - (c) Certification by CHARTER SCHOOL that all of its employees meet NCLB requirements.
 - (d) Verification that all employees have submitted fingerprints, and prior to employment, were found eligible to work for a public school.
 - (e) Master Schedule listing all teaching assignments.
- (4) Budget/Financial Data

(a) Budget Data:

CHARTER SCHOOL shall provide the following fiscal reports to CUSD consistent with Education Code 47604.33 (a) 1-4. A preliminary budget due on June 30, 2011, for fiscal year 2011-2012; a first interim report, due on December 15, 2011, covering operations through October 31, 2011; a second interim report, due on March 15, 2012, covering operations through January 31, 2011; final unaudited report, due on September 15, 2012, covering the period July 1, 2011 - June 30, 2012. These deadlines shall recur annually. CHARTER SCHOOL will also conduct an annual, independent financial audit consistent with Education Code Section 47605(m), to be submitted no later than December 15, 2012 for the previous fiscal year. CHARTER SCHOOL shall request the auditor to conduct an exit interview to discuss any findings. A copy of the entire exit interview report will be submitted to the Director of Fiscal Services. CHARTER SCHOOL agrees to submit, in addition to the above financial reports, monthly financial statements to the Director of Fiscal Services of CUSD. These will be submitted to CUSD after every CHARTER SCHOOL monthly Board meeting by the Director of Fiscal Services. CHARTER SCHOOL shall make every effort to comply fully with Education Code Section 47604.33. Reports will be submitted using either the SACS format or the format used in reporting to the CHARTER SCHOOL Board.

(b) Cash Flow Data:

District shall be notified at least three weeks in advance of Board of Directors action to incur short or long term debt on behalf of CHARTER SCHOOL, and financing documents shall be made available for District review upon request.

(c) Loans

CHARTER SCHOOL agrees that it shall establish a fiscal plan for repayment of any loans received by CHARTER SCHOOL in advance of approving receipt of such loans. It is agreed that all loans sought by CHARTER SCHOOL shall be authorized in advance by CHARTER SCHOOL and shall be the sole responsibility of CHARTER SCHOOL. CHARTER SCHOOL agrees that CUSD shall have no obligation for repayment. CHARTER SCHOOL shall provide advance written notice with details of terms and repayment plan to CUSD specifying its intent to apply for/seek a loan. CHARTER SCHOOL shall also provide to CUSD written notice of deposit of any sums which are loans and the plan for repayment. It is not the intent of CUSD to approve or disapprove any prospective loans.

(5) Governance Data/Meeting Information

Copies of meeting agendas for meetings of CHARTER SCHOOL Board of Directors shall be posted to CHARTER SCHOOL facility and website at the time they are distributed to the public pursuant to the Brown Act. CHARTER SCHOOL shall provide CUSD with notice of all meetings by providing copies of agendas at the same time the agenda is posted and will provide copies of minutes to CUSD from each meeting upon approval of same.

CHARTER SCHOOL shall annually (on or before July 1 of each year) send to CUSD a list of its directors and officers, and shall notify CUSD within 30 days of any change in the composition of these directors and officers.

(6) Personnel Policies

A copy of CHARTER SCHOOL personnel and payroll policies shall be provided upon commencement of the first school year and annually thereafter by September 1.

(7) Risk Management Data

CHARTER SCHOOL shall establish and institute risk management policies and practices to address reasonably foreseeable occurrences.

A report of the risk management program operation shall be submitted to CUSD no later than October 31 each year. The components of the report should include the Designated Safety Officer and establish that the following are in place:

- (a) Injury illness prevention plan
- (b) Bloodborne Pathogen training
- (c) Hazard Communication program
- (d) Emergency Plan
- (e) Documentation of Employee Safety Training
Annual Safety Inspections
- (f) Child Protective Services Reporting Obligations.

(8) Programmatic/Performance Audit

CHARTER SCHOOL will prepare an annual performance report and shall provide all information necessary to demonstrate that CHARTER SCHOOL is pursuing adequately and/or meeting the applicable accountability standards described in the NCLB, including adequate yearly progress, as defined by the State of California. The report shall also include: an analysis of whether student performance is meeting the goals specified in the Charter, using data displayed on a school-wide basis and disaggregated by major racial and ethnic categories to the extent feasible without compromising student confidentiality; an overview of CHARTER SCHOOL's admissions practices during the year and data regarding the numbers of students enrolled and the number on waiting lists; analysis of the effectiveness of CHARTER SCHOOL's internal and external dispute mechanisms and data on the number and resolution of

disputes and complaints. The performance audit shall be provided to CUSD by July 1st of each year.

(9) Instructional Materials

CHARTER SCHOOL shall provide a list of core instructional materials by grade and content annually, no later than two weeks prior to the commencement of each school year.

(10) Other

CHARTER SCHOOL shall provide such other documents, data and reports as may be reasonably requested or required by CUSD.

- f. Data required to be submitted pursuant to this Section shall be submitted in electronic form if requested by CUSD.
- g. CHARTER SCHOOL shall comply with Generally Accepted Accounting Principles (GAAP) applicable to public school finance and fiscal management. CHARTER SCHOOL shall maintain a minimum reserve for economic uncertainties (designated fund balance) in an amount to be determined appropriate by CUSD but in no case less than 3% of year end expenditures of CHARTER SCHOOL.

E. Oversight Fees. Pursuant to Education Code Section 47613, CHARTER SCHOOL shall pay CUSD 3% of its revenue for the 2010-2012 fiscal years for supervisory oversight. CHARTER SCHOOL agrees to pay CUSD the 3% oversight fee set forth above and waives the right to documentation of the amount of staff time and other costs reasonably necessary to fulfill the supervisory oversight activities. The District will deduct this amount monthly from the calculated In-lieu property tax revenue. Butte County Office of Education will deduct the oversight amount from the general purpose entitlement and categorical block grant received by them and remit the remaining to the Charter School on a monthly basis

F. Administrative Services. CUSD will not be responsible for providing any administrative services to CHARTER SCHOOL.

G. Special Education

1. School of the District for Special Education Purposes

CUSD agrees to provide Special Education Services pursuant to Education Code Section 47646. In accordance with the charter, CHARTER SCHOOL

will function as a “public school of the District” for purposes of Education Code Section 47646 and the Individuals with Disabilities Act during the term of this agreement.

2. Referral

CHARTER SCHOOL staff shall be trained as needed by CUSD to identify students who may have exceptional needs and a Student Study Team will determine whether alternative interventions in the regular school setting will appropriately serve the needs of the student. CHARTER SCHOOL shall make any necessary referrals of students who are believed to be eligible for special education and related services. CHARTER SCHOOL shall notify CUSD of any referrals.

3. Evaluation

Once a student is referred, CUSD shall assume responsibility for identifying and providing for any school administered evaluations or assessments. CUSD shall consult with CHARTER SCHOOL staff when selecting and conducting assessments.

4. Section 504 Services

CHARTER SCHOOL agrees to implement a Student Study Team, a regular education function, to monitor and guide referrals for Section 504 Services. CHARTER SCHOOL will develop, maintain and implement policies and procedures to ensure identification of students who may require Section 504 accommodation(s). Unless otherwise agreed between the parties, all aspects of Section 504 compliance will be the sole responsibility of CHARTER SCHOOL.

5. Individualized Education Plan Development

CUSD assumes responsibility for developing written individualized education plans (IEP) for all students with exceptional needs. The IEP team shall have all legally mandated members and shall include a representative of CHARTER SCHOOL. The plan shall be developed collaboratively with an effort to respect the school’s instructional design, mission and charter, and CHARTER SCHOOL shall make available any necessary staff to facilitate the IEP process. CUSD shall provide advance notice to CHARTER SCHOOL regarding all IEPs, and CUSD shall assume the responsibility for ensuring appropriate documentation of the IEP process and for ensuring all parent and student rights. CUSD Director of Pupil Personnel Services (DPPS) will be notified by the CHARTER SCHOOL Principal of all IEP meetings via email, written notice, or a phone call. The DPPS will be invited to attend all IEPs and CHARTER SCHOOL and will serve as the

Administrator of Record unless this is designated by the DPPS to the CHARTER SCHOOL Principal or designee.

6. Placement

The IEP team shall have primary responsibility for determining the most appropriate placements and services for students with exceptional needs in accord with applicable laws. All services shall be delivered in the least restrictive environment and shall be consistent with CHARTER SCHOOL's instructional philosophy, mission, charter and program.

7. Delivery of Special Education and Related Services

CUSD shall assume ultimate responsibility for delivery of all special education and related services specified in the IEP or otherwise required by law. CHARTER SCHOOL shall cooperate fully with the delivery of such services, which shall, to the maximum extent feasible within the law, be consistent with CHARTER SCHOOL's instructional philosophy, mission, charter, and operational policies.

CUSD will be allocated all special education funds that are generated by CHARTER SCHOOL students. CUSD will be responsible for all of the financial costs of services and responsible for the delivery of special education services described herein, including any and all costs associated with a due process or judicial proceeding.

8. Uniform Complaint Resolution

CUSD shall, in consultation with CHARTER SCHOOL, implement all aspects of a uniform complaint procedure for special education. CHARTER SCHOOL shall, whenever necessary, initiate and pursue due process hearings and claims as needed to ensure compliance with applicable laws.

9. Relationship with SELPA

CUSD shall represent the interests of CHARTER SCHOOL in good faith at all SELPA governance meetings and related activities. CHARTER SCHOOL shall be able to participate in SELPA activities as needed and on a basis comparable with other District schools. CUSD shall notify CHARTER SCHOOL of any proposed changes to SELPA policies or practices regarding charter schools.

10. Funding

CUSD shall receive funding from the SELPA associated with ADA generated by the School. CHARTER SCHOOL shall agree to pay the

District its share of the FY 2011-2013 special education per pupil encroachment upon submission of the calculation of the costs by CUSD and, in return, CUSD will provide all needed and appropriate special education services for CHARTER SCHOOL students, as they would for any other student within CUSD and in accordance with all applicable State and Federal laws. The exact formula to determine costs of encroachment is illustrated in Attachment A of this document.

11. Staffing

CUSD agrees to employ and provide to CHARTER SCHOOL all needed and appropriate personnel for special education services at no additional charge than the premium previously set forth. To ensure that service delivery for special education services is aligned with the instructional program, mission and charter of CHARTER SCHOOL, CUSD will inform all CUSD staff assigned to CHARTER SCHOOL of the charter and mission of CHARTER SCHOOL. Should the employees serving the CHARTER SCHOOL listed above be different in following years, CUSD agrees to consult CHARTER SCHOOL on employee placement whenever possible and in good faith. CHARTER SCHOOL also reserves the right to request the reassignment of any member of CUSD's special education staff assigned to CHARTER SCHOOL if the CHARTER SCHOOL Principal determines they are not performing the responsibilities of his/her position satisfactorily and in accordance with this MOU. The process to be used by the CHARTER SCHOOL Principal shall be the same process used by other principals of CUSD, in accordance with collective bargaining agreements. Progressive discipline will be employed and the CHARTER SCHOOL Principal agrees to notify and meet with the CUSD DPPS to determine the best course of action for both CUSD and CHARTER SCHOOL. In return, the CUSD DPPS agrees to notify the CHARTER SCHOOL Principal of all action taken by CUSD to remedy the situation in a timely manner. It is understood that all individuals in the special education team are employees of CUSD and this agreement will not obstruct the rights of the personnel employed by CUSD set forth in CUSD's collective bargaining agreements. CHARTER SCHOOL will provide the CUSD employees with appropriate workspace and working conditions.

12. Payment for Services, Special Education Encroachment and Oversight Fees

CHARTER SCHOOL and CUSD agree that CHARTER SCHOOL will make monthly payments to CUSD with respect to oversight fees (i.e., 1% deduction from General Purpose Entitlement and Categorical Block Grant as defined in Education Code Section 47632). The deduction for the oversight fees will be calculated monthly and a receipt will be provided to CHARTER

SCHOOL documenting the monthly payments.

CUSD will invoice CHARTER SCHOOL quarterly for administrative services and Special Education Encroachment costs. Attachment A provides the formula by which each year's Special Education encroachment is calculated. It also provides the calculation, which determines the CHARTER SCHOOL share of the annual encroachment. Encroachment will be calculated and billed in the budget year based on the prior year Estimated Actuals. CUSD will bill CHARTER SCHOOL 1/4 of the annual amount calculated in Attachment A each quarter of the budget year, i.e., September 30th, December 31st, April 30th and June 30th of each year.

CUSD will close its books in early October of each year at which time reconciliation will be completed determining the actual amount of the Special Education encroachment. The amount that was billed to CHARTER SCHOOL during the preceding year will be deducted from the actual amount of the CHARTER SCHOOL share to determine the net adjustment. The net amount will be added to or subtracted from the December quarterly billing for the budget year.

CHARTER SCHOOL and CUSD agree to use the Dispute Resolution Process outlined in Element 14 of the CHARTER SCHOOL Charter to reach agreement over any contested charges if there are any. CHARTER SCHOOL reserves the right, as supported by law, to request that CUSD provide additional supporting documentation to substantiate any fees or costs should the costs exceed the agreed upon costs in this agreement.

13. Indemnification:

The indemnity provision set forth in Section IIC(2) of this Agreement shall not apply to the parties' special education obligations

H. Insurance.

1. General & Excess Liability

The CHARTER SCHOOL, at its expense, shall procure and maintain throughout the term of this Agreement General Liability insurance with a minimum per occurrence limit of \$15,000,000 and the deductible/self-insurance retention shall not exceed \$10,000. Insurance shall include coverage for claims against the CHARTER SCHOOL, its elected or appointed officials, employees, agents, volunteers and students (interns while acting on behalf of the CHARTER SCHOOL) arising out of errors and omissions, abuse and molestation, and employment practices liability. The policy or policies shall name as additional insured/additional covered party CUSD, its elected or appointed officials, employees, agents and

volunteers. The policy or policies shall provide that this insurance shall be primary with respect to any liability or claimed liability arising out of the performance or activities by the CHARTER SCHOOL under this Agreement or the CHARTER SCHOOL's use of the Premises, and that any insurance procured by CUSD, its elected or appointed officials, employees, agents and volunteers shall be excess and shall not be called upon to contribute until the limits of the insurance provided hereunder shall be exhausted. CUSD is not responsible for personal and real property losses suffered by the CHARTER SCHOOL, its elected or appointed officials, employees, agents, volunteers or students.

2. Automobile Liability

CHARTER SCHOOL shall maintain automobile liability insurance, including non-owned and hired coverage with a minimum per accident limit of \$15,000,000 for any injuries to persons (including death therefrom) and property damage in connection with the CHARTER SCHOOL's activities under this Agreement.

3. Property Insurance

CUSD shall maintain, for the duration of this Agreement, all-risk real property coverage adequate to cover the replacement cost of all buildings on the premises and those other facilities to which the CHARTER SCHOOL may have access under this Agreement. CHARTER SCHOOL shall be solely responsible for obtaining adequate personal property or contents insurance for CHARTER SCHOOL's personal property located on the Premises or elsewhere. In addition, CHARTER SCHOOL is solely responsible for their building improvements. CUSD shall be solely responsible for obtaining adequate personal property or contents insurance for CUSD's personal property located on the premises or elsewhere.

4. Workers' Compensation

CHARTER SCHOOL is to procure and maintain, for the duration of this Agreement, Workers' Compensation insurance against claims for injuries to the CHARTER SCHOOL's employees in accordance with such insurance as required by the State of California Labor Code and Employers Liability coverage.

5. Proof of Insurance

CHARTER SCHOOL shall furnish CUSD with original certificates and amendatory endorsements affecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by CUSD before commencement of any activities under this Agreement.

However, failure to do so shall not operate as a waiver of these insurance requirements. CUSD reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement at any time.

I. Human Resources Management

1. All staff working at CHARTER SCHOOL are employees of CHARTER SCHOOL. CHARTER SCHOOL shall have sole responsibility for employment, management, salary, benefits, dismissal and discipline of its employees.
2. CHARTER SCHOOL will be considered the public school employer pursuant to the Educational Employment Relations Act.
3. CHARTER SCHOOL agrees to comply with applicable federal statutory and regulatory requirements for highly qualified teachers and paraprofessionals used for instructional support as set forth in NCLB.

J. Transportation

All responsibility for transportation services, if offered, will be provided by CHARTER SCHOOL, including transportation for field trips.

K. Nutritional Services

CHARTER SCHOOL will be responsible for providing its own food services, if any.

L. Educational Program

1. Subject to CUSD oversight and compliance with its Charter and applicable state and federal law, including, without limitation, NCLB, IDEA, state law on the education of students with disabilities, and Section 504, CHARTER SCHOOL is autonomous for the purposes of, among other things, deciding CHARTER SCHOOL's educational program with the understanding that the educational program shall comply with the Charter.
2. CHARTER SCHOOL calendar and daily agenda shall be submitted annually to CUSD for review and verification of compliance with instructional day and minutes requirements. Any calendar changes will be provided to CUSD by March 1 prior to the beginning of a new school year.

3. It is understood that CHARTER SCHOOL shall meet or pursue the Adequate Yearly Progress (AYP) provisions and other applicable accountability provisions of Title I, Part A of NCLB.
- M. Facilities. CHARTER SCHOOL shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the State Building Code. The facilities shall meet the requirements of the Americans with Disabilities Act and shall be approved by the local fire marshal for the use intended. CHARTER SCHOOL agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. CHARTER SCHOOL shall conduct fire drills monthly and **Code Red Drills in coordination with District school and** shall maintain records of such drills. CHARTER SCHOOL shall not establish more than one site or facility without seeking material revision of its Charter document from CUSD's Board. Should CHARTER SCHOOL **continue to desire** to utilize District facilities, CHARTER SCHOOL understands and acknowledges that a separate, annual request and agreement will be required
- N. Renewal. The parties recognize that CHARTER SCHOOL will be required to meet at least one of the academic performance criteria set forth in Education Code Section 47607(b) as a condition for renewal unless this requirement is changed by the Legislature. If CHARTER SCHOOL intends to apply for a renewal of its charter, it must submit its petition no later than six (6) months in advance of the end of its current term. In addition to satisfying all applicable legal criteria, CHARTER SCHOOL must be able to demonstrate that it is fiscally sound and has operated in full compliance with its Charter and this MOU in order to be renewed.
- O. Response to Requests. Pursuant to Education Code section 47604.3, CHARTER SCHOOL shall respond promptly to all reasonable written requests of CUSD.
- P. Legal Counsel. CHARTER SCHOOL shall retain the right to use its own legal counsel and will be responsible for procuring such counsel and associated costs.
- Q. Enrollment of Expelled Students. Neither CHARTER SCHOOL nor CUSD shall be obligated to accept enrollment of any student who has been expelled from the other entity during the term of the expulsion except as may be required by federal or state law.
- R. Provision of Documents. With both parties understanding that some state, federal and county documents directed toward CHARTER SCHOOL may be mailed to CUSD, CUSD agrees to pass on such documents and forms to CHARTER SCHOOL in a timely manner, so it may complete its legal obligations. CHARTER SCHOOL has full responsibility for the forms and documents it receives directly and those which it must access on the internet on its own.


- S. Non-Assignment. Neither party shall assign its rights, duties or privileges under this Agreement, nor shall either party attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of the other party. The replacement of CHARTER SCHOOL with any other nonprofit corporation or other operating body or governance structure shall be treated as a material revision of the Charter, subject to the review and approval of CUSD pursuant to applicable provisions of the Education Code.
- T. Severability. If any provision or any part of this Agreement is for any reason held to be invalid or unenforceable or contrary to public policy, law or statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
- U. Reimbursement of Mandated Costs. CHARTER SCHOOL shall seek reimbursements of its mandated costs, if any, directly from the State.
- V. Enforcement of Agreement. It is understood and agreed, and CHARTER SCHOOL is estopped from denying, that the terms of this Agreement are intended to become part of the conditions, standards and procedures set forth in the Charter within the meaning of Education Code section 47607(c)(1) and that any violation of the Agreement is subject to the revocation provisions of Education Code section 47607. Although the terms of the Agreement are to become part of the conditions, standards and procedures set forth in the Charter, this Agreement is not subject to the dispute resolution provision of the Charter. It is further understood and agreed that CUSD and CHARTER SCHOOL may, in its sole discretion, enforce the terms of the Agreement by civil action and/or by revocation.

This represents the full and final agreement between CHARTER SCHOOL and CUSD and shall only be modified in writing by the mutual agreement of the parties.

Dated: _____

Superintendent
Chico Unified School District

Dated: 8/11/11



Jonas Herzog, Board Chair
Wildflower Charter School

**MOU BETWEEN CUSD & WOCC
ATTACHMENT A
FORMULA DETERMINING WOCC SHARE OF
SPECIAL ED ENCROACHMENT
FOR 2011/2012**

2011/2012 Budget (Based on P-2 and PENSEC ADA)	2011/2012 Budgeted Data
REVENUES:	
RESOURCES 6500 & 33XX	
FEDERAL - 3310, 3315, 3320	\$ 1,493,848
STATE - 6500	\$ 3,590,389
LOCAL	\$ -
RESOURCES 6501	
UNIT TRANSFERS BUTTE COUNTY	\$ 3,422,578
REVENUE LIMIT APPORTIONMENT	\$ 298,347
LOCAL	\$ -
TOTAL SPECIAL ED REVENUES	\$ 8,805,162
EXPENDITURES:	
RESOURCE 3310, 3315, 3320	\$ 1,493,848
RESOURCE 6500	\$ 5,802,896
RESOURCE 6501	\$ 8,823,523
RESOURCE 6502	\$ 157,957
RESOURCE 6503	\$ 126,933
RESOURCE 6504	\$ 3,940
RESOURCE 6505	\$ 40,500
INDIRECT COSTS	\$ 660,890
TOTAL SPECIAL ED. EXPENDITURES	\$ 17,110,487
NET ENCROACHMENT	\$ (8,305,325)
 P-2 ADA PER J-18 and PENSEC data on file with BCOE:	
CUSD (The larger of CY P-2 or PY P-2)	11,440.45
FRCS (10/11 P-2)	90.29
Pivot OLS to Golden Feather in 11/12	0.00
CGS (10/11 P-2)	45.39
Sherwood (10/11 P-2)	87.51
Inspire (10/11 P-2)	257.74
Blue Oak School (11/12 PENSEC-Registered)	383.20
Wildflower Open Classroom Charter (11/12 PENSEC Regist.)	61.43
Total Combined ADA	12,366.01
 WOCC PERCENTAGE	0.4968%
 WOCC SHARE OF ENCROACHMENT	\$ (41,258)
 2011/2012 Quarterly Billing	\$ (10,314)
(Once 11/12 actuals are known - diff. to be added to 12/13 payment)	
01-0000-0-0000-0000-8689.00-440	

8/10/2011

SPED Encroachment for Charter Schools.xls

PROPOSED AGENDA
ITEM:

Warrant Authorization

Prepared by: Scott Jones, Director-Fiscal Services

☒ Consent

Board Date 8/17/11

☐ Information Only

☐ Discussion/Action

Background Information

Warrants in the amount of \$3,471,753.81 for the period of July 14 through August 10, 2011 have been reviewed and are ready for Board approval.

Educational Implications

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

Fiscal Implications

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

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

August 17, 2011
Accounts Payable Warrants

FUND #:	FUND DESCRIPTION:	WARRANT #'S:	AMOUNT
01	General Fund	376749-376945	\$2,083,239.78
01	General Fund	376998-377150	\$832,204.52
13	Nutrition Services	376946-376947	\$5,147.53
13	Nutrition Services		
13	Nutrition Services	376967-376976	\$4,346.97
14	Deferred Maintenance	376948-376950	\$8,619.63
14	Deferred Maintenance	377151-377153	\$39,953.95
24	Bldg Fund Measure A	376951	\$2,500.00
25	Capital Fac. FD-State Cap	376952-376955	66,852.77
25	Capital Fac. FD-State Cap	377154-377157	215,874.39
27	1998 SRB (2008 Sale P&I)	376956-376962	\$83,922.96
27	1998 SRB (2008 Sale P&I)	377158-377162	\$40,517.61
35	County Schools Facilities Fund	376963	\$26.38
42	Special Reserve RDA City Pass Through	376964	\$592.50
42	Special Reserve RDA City Pass Through	377163-377165	\$78,461.14
68	Self-Insurance	376726-376748	\$9,493.68
TOTAL WARRANTS TO BE APPROVED:			\$3,471,753.81

CC Maureen Fitzgerald, Assistant Superintendent, Business Services

CC Scott Jones, Director of Fiscal Services

TITLE: Notice of Completion
– AFC Relocatables at the Fair View Continuation High School

Action _____
Consent X
Information _____

August 17, 2011

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

Background information

On May 4, 2011, the Board of Education approved the placement of six portable classroom buildings and one restroom building onto the Fair View campus. The project was successfully completed on August 9, 2011.

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 developer fees.

Additional Information

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

Recommendation

It is requested that the Board of Education authorize the Assistant Superintendent, Business Services to approve and execute the Notice of Completion for the AFC Relocatables at the Fair View Continuation High School.

WHEN RECORDED MAIL TO:

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

7.3.2.
Page 2 of 2

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

DSA FILE NO. 4-H2
DSA APPL NO. 02-111854
PROJECT NO. 2010014

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 **August 9, 2011** and accepted by the Chico Unified School District on **August 17, 2011.**
6. The work of improvement completed is described as follows: **FURNISHING OF ALL LABOR, MATERIALS AND SERVICES FOR THE AFC RELOCATABLES AT THE FAIRVIEW CONTINUATION HIGH SCHOOL FOR THE CHICO UNIFIED SCHOOL DISTRICT, CHICO, BUTTE COUNTY, CALIFORNIA.**
7. The NAME OF THE ORIGINAL CONTRACTOR for such work of improvement is **Efficient Energy Concepts, 7 Three Sevens Lane, Chico, CA 95973.**
8. The street address of said property is:

FAIRVIEW CONTINUATION HIGH SCHOOL – 290 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: 006-060-026

Date: _____ Signature of Owner or agent of owner _____
Maureen Fitzgerald, Asst. Superintendent Business Services

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

Date and Place

(Signature of person signing on behalf of owner)
Maureen Fitzgerald, Asst. Superintendent Business Services

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

7.4.1.
Page 1 of 2

August 17, 2011

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

Name/Employee #	Assignment	Effective	Comment
<u>Temporary Appointment(s) 2011/12</u>			
Andaya, Myra	Elementary	2011/12	1.0 FTE Temporary Appointment
Ball, Cynthia	Elementary	2011/12	0.25 FTE Temporary Appointment
Barnum, Andrew	Elementary	2011/12	1.0 FTE Temporary Appointment
Bloom, Amanda	Elementary	2011/12	0.5 FTE Temporary Appointment
Brown, Carrie	Elementary Counselor	2011/12	1.0 FTE Temporary Appointment
Burton, Beth	Secondary	2011/12	0.2 FTE Temporary Appointment (in addition to current .8 perm assignment)
Campfield, Brent	Secondary Counselor	2011/12	0.6 FTE Temporary Appointment (in addition to current .4 temp assignment)
Campos, Deborah	School Nurse	2011/12	0.3 FTE Temporary Appointment
Cariss, Timothy	Elementary	2011/12	1.0 FTE Temporary Appointment
Collins, Dana	Elementary	2011/12	1.0 FTE Temporary Appointment
Correa, Linda	Elementary	2011/12	0.6 FTE Temporary Appointment
Del Real, Kristen	Elementary	2011/12	1.0 FTE Temporary Appointment
Deluna, Amy	Secondary	2011/12	1.2 FTE Temporary Appointment
Finney, Andrea	Elementary	2011/12	1.0 FTE Temporary Appointment
Gephart, Heather	Elementary	2011/12	0.5 FTE Temporary Appointment
Greene, Brandon	Special Education	2011/12	1.0 FTE Temporary Appointment
Hamilton, Ellen	Secondary	2011/12	0.2 FTE Temporary Appointment (in addition to current .8 temp assignment)
Hill, Geoffrey	Special Education	2011/12	1.0 FTE Temporary Appointment
Hoe, Tonja	Psychologist	2011/12	0.88 Temporary Appointment
Holt, Tiffany	Special Education	2011/12	1.0 FTE Temporary Appointment
Johnson, Kathryn	Special Education	2011/12	1.0 FTE Temporary Appointment
Jungwirth, Rosalynd	Elementary	2011/12	0.4 FTE Temporary Appointment
Ledwith, Alexey	Secondary	2011/12	1.0 FTE Temporary Appointment
Lee, Linda	Psychologist	2011/12	0.9 FTE Temporary Appointment
Love, Rachel	Secondary	2011/12	1.0 FTE Temporary Appointment
Lundberg, Shelbi	Elementary	2011/12	1.0 FTE Temporary Appointment

Lynn, Charles	Secondary	2011/12	0.2 FTE Temporary Appointment
McGarr, Carrie	Secondary	2011/12 (starting 8/15/11)	1.0 FTE Temporary Appointment
Molchen, Kelly	Elementary	2011/12	0.4 FTE Temporary Appointment
Moll, Andrew	Secondary Counselor	2011/12	1.0 FTE Temporary Appointment
Pitsker-Simon, Stacy	Elementary	2011/12	1.0 FTE Temporary Appointment
Ramirez-Carrillo, Guadalupe	Elementary	2011/12	0.4 FTE Temporary Appointment
Sasaki, Joshua	Secondary	2011/12	1.0 FTE Temporary Appointment
Shults, Celeste	Elementary	2011/12	0.2 FTE Temporary Appointment
Smith, Melissa	Elementary	2011/12	1.0 FTE Temporary Appointment
Smith, Nicole	Elementary	2011/12	1.0 FTE Temporary Appointment
Timmel, Katherine	Special Education	2011/12	1.0 FTE Temporary Appointment
Wallace, Jennifer	Elementary	2011/12	0.2 FTE Temporary Appointment (in addition to current .2 perm assignment)
Weis, John	Elementary	2011/12	0.2 FTE Temporary Appointment
Wilcox, Jessica	Special Education	2011/12	0.4 FTE Temporary Appointment

2011/12 Probationary Appointments

Lawrence-Oldfield, Sarah	Special Education	2011/12	1.0 FTE Appointment
Slapar, Milena	Special Education	2011/12	1.0 FTE Appointment

2011/12 Administrative Appointments

Kamph, Jessica	Assistant Principal, Secondary	2011/12	1.0 FTE Appointment
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2011/12 Leave Requests

Kehoe, Brian	Elementary	2011/12	0.5 FTE Personal Leave
Montgomery, Anne	Special Education	8/9/11-12/19/11	1.0 FTE Child Care Leave
Parker, Julie	School Nurse	2011/12	0.1 FTE Personal Leave
Parkin, Bonnie	Elementary Fine Arts	2011/12	0.1 FTE Personal Leave (increasing previous .4 leave to .5 leave)
Rutherford, Bridget	Elementary	2011/12	0.4 FTE Personal Leave (STRS Reduced Workload)
Sloan, Sharon	Elementary	2011/12	0.4 FTE Personal Leave (STRS Reduced Workload)

Retirements/Resignations

Irick, Debra	Elementary	7/1/11	Retirement
Moseley, Andrea	Elementary	8/3/11	Resignation

CHICO UNIFIED SCHOOL DISTRICT
1163 E. 7th STREET
CHICO, CA 95928-5999

7.4.2.
Page 1 of 2

DATE: AUGUST 17, 2011
MEMORANDUM TO: BOARD OF EDUCATION
FROM: KELLY STALEY, SUPERINTENDENT
SUBJECT: CLASSIFIED HUMAN RESOURCES ACTIONS

ACTION NAME	CLASS/LOCATION/ASSIGNED HOURS	EFFECTIVE	COMMENTS/PRF #/ FUND/RESOURCE
APPOINTMENTS			
BROCK, JR., PHILIP	COMPUTER TECHNICIAN/INFO TECH/8.0	8/2/2011	VACATED POSITION/224/ CATEGORICAL/7250
DAGGETT, BRIAN	CUSTODIAN/FVHS/8.0	8/1/2011	VACATED POSITION/249/ GENERAL/0000
HOGAN, FRANCES	IA-SPECIAL EDUCATION/BJHS/9	8/10/2011	EXISTING POSITION/267/ CATEGORICAL/4124 & 3010
HOGAN, FRANCES	IA-SPECIAL EDUCATION/BJHS/1.4	8/10/2011	EXISTING POSITION/266/ CATEGORICAL/4124 & 3010
HOGAN, FRANCES	IA-SPECIAL EDUCATION/BJHS/5.4	8/10/2011	EXISTING POSITION/265/ SPECIAL ED & CATEGORICAL/6500 & 4124
IMHOFF, LORI	IPS-HEALTHCARE/WILDFLOWER/3.0	8/10/2011	EXISTING POSITION/2/ SPECIAL ED/6501
JOHNSON, GLEN	IA-SPECIAL EDUCATION/CITRUS/6.0	8/10/2011	NEW POSITION/293/ SPECIAL ED/6500
MENDOZA, MARK	LT SCHOOL BUS DRIVER 2/ TRANSPORTATION/8.0	5/27/2011-9/9/2011	DURING ABSENCE OF INCUMBENT
MYERS, JAMES	IPS-HEALTHCARE/SIERRA VIEW/6.0	8/10/2011	VACATED POSITION/250/ SPECIAL ED/6501
PARKER, THOMAS	IA-SPECIAL EDUCATION/CITRUS/3.0	8/10/2011	VACATED POSITION/192/ SPECIAL ED/6500
QUINONES-SCHOTT, FRANKLIN	PARENT CLASSROOM AIDE-RESTR/ NEAL DOW/3.0	8/10/2011	VACATED POSITION/257/ CATEGORICAL/3010
WALTERS, GABRIELLE	HEALTH ASSISTANT/FVHS/3.4	8/9/2011	VACATED POSITION/252/ GENERAL/1105
WILLSON, MELISSA	IPS-HEALTHCARE/LOMA VISTA/6.0	8/10/2011	VACATED POSITION/301/ SPECIAL ED/6501
PROMOTIONS			
MCCALL, JENNIFER	COORDINATOR-STUDENT INFORMATION/ BUSINESS OFFICE/8.0	7/22/2011	VACATED POSITION/270/ GENERAL/0000
POE, C. RENEE	CAFETERIA SATELLITE MANAGER/ BAKERY/4.0	8/10/2011	VACATED POSITION/255/ NUTRITION/0000
LEAVES OF ABSENCE			
HUNTER, DEBRA	IPS-HEALTHCARE/LOMA VISTA/3.0	8/10/2011-2/10/2012	PER CBA 5.2.9
HUNTER, DEBRA	IPS-HEALTHCARE/MARIGOLD/3.0	8/10/2011-2/10/2012	PER CBA 5.2.9
SMITH, ALICE	IA-SPECIAL EDUCATION/NEAL DOW/3.0	8/10/2011-2/10/2012	PER CBA 5.12
SMITH, ALICE	IPS-CLASSROOM/CHAPMAN/3.5	8/10/2011-2/10/2012	PER CBA 5.12

RESIGNED THIS POSITION ONLY

IMHOFF, LORI	IPS-HEALTHCARE/EMMA WILSON/3.0	8/9/2011	VOLUNTARY REDUCTION IN WORK YEAR
JOHNSON, GLEN	IA-SPECIAL EDUCATION/CJHS/6.0	8/9/2011	INCREASE IN HOURS
MCCALL, JENNIFER	ATTENDANCE TECHNICIAN/ BUSINESS OFFICE/8.0	7/21/2011	PROMOTION
POE, C. RENEE	CAFETERIA ASSISTANT/CHS/4.0	8/9/2011	PROMOTION
TALERICO, LYNDIA	IA-SPECIAL EDUCATION/MCMANUS/1.6	8/9/2011	VOLUNTARY RESIGNATION
WALTERS, GABRIELLE	INSTRUCTIONAL ASSISTANT/MCMANUS/3.5	8/8/2011	TRANSFER W/DECREASE IN HOURS
WILLSON, MELISSA	IPS-HEALTHCARE/LOMA VISTA/4.0	8/9/2011	INCREASE IN HOURS

RESIGNATION/TERMINATION

MORELOCK, MELISSA	IA-SPECIAL EDUCATION/MARIGOLD/2.5	8/8/2011	VOLUNTARY RESIGNATION
MORELOCK, MELISSA	IA-SPECIAL EDUCATION/NEAL DOW/2.0	8/8/2011	VOLUNTARY RESIGNATION
ROGERS, SHELLY	REGISTRAR/BJHS/8.0	8/1/2011	VOLUNTARY RESIGNATION

PROPOSED AGENDA ITEM: Report regarding opening of the 2011-2012 School Year

Prepared by: Educational Services Staff

☐

Consent

☒

Information Only

Board Date: 08/17/11

☐

Discussion/Action

Background Information

Members of the educational services staff will present information regarding first week of school enrollment data, and the first week of school activities at various school sites.

Education Implications

Student enrollment information has implications for class size and school assignment.

Fiscal Implications

The student enrollment data is directly related to the district's fiscal resources.

TITLE: Summer Project Update 2011

Prepared by: Michael Weissenborn, Facilities Planner/Construction Manager

Action _____
Consent _____
Information X

August 17, 2011

Background information

The purpose of this item is to update the Board of Education on the projects completed during the summer of 2011

Educational Implications

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

Fiscal Implications

These projects are funding by a variety of sources including deferred maintenance, developer fees, redevelopment funds and a power purchase agreement with Solar City, Inc.

**CUSD Facilities Department
Update to the Board of Education
August 17, 2011**

8.2.1.
Page 2 of 2

Facilities Projects

Academy for Change Relocatable Project

Six portable classroom buildings and one new portable restroom building have been successfully placed on the Fair View campus for the Academy For Change program. Thanks to the leadership provided by Matt McGuire, the project provided an opportunity for the Construction Academy students to gain some hands-on experience by providing the craftsmanship to replace siding and trim on a number of the classroom buildings. Additionally, the Fair View campus has been connected to the City of Chico sewer system and the old septic system has been abandoned.

Solar Projects

- **Corporation Yard** – Construction of the ground mounted solar system at the Corporation yard was very efficient. The system started to generate power on July 16.
- **Chico High School** – Construction of the covered parking structures are well underway at Chico High School. With all of the solar panels now in place, the electricians are working hard to make all of the necessary connections. We anticipate that the project will be complete by the end of August and the system will start to generate power in early September.
- **Pleasant Valley High School** – Construction of the covered parking structures is progressing nicely. The Contractor is in the process of placing all of the solar panels and the electrical work will then follow. We anticipate that the project will be complete by the end of August and the system will start to generate power in early September.
- **Marsh Junior High School** – The design of the ground mounted solar system is nearing completion. The next step is to submit the design to the Division of the State Architect. We anticipate starting construction on this project to occur this fall.
- **Chapman Elementary School** – Solar City has completed the design of the covered parking structures and the design has been approved by the Division of the State Architect.

Deferred Maintenance Projects

Projects funded under deferred maintenance are typically performed during the summer break and address projects critical to the health and safety of school facilities.

Forest Ranch Water Tank Replacement Project - This project is currently in process and is scheduled for completion in mid-September. A temporary by-pass system is in place to provide water service to the campus.

Pleasant Valley High School Beam Replacement Project - This project is substantially complete with some remaining punch-list items that will be completed after school hours. All fencing and barricades have removed from the project area.

Shasta Elementary School City Sewer Connection Project - The District was successful in taking advantage of the sewer main project which was completed this summer by Webb Homes to service new development in the Shasta Elementary School area. By proceeding with our project in unison with the sewer main installation, the District realized significant financial savings. Multiple septic tanks were abandoned at the Shasta campus and they are now connected to the City of Chico sewer system.

TITLE: Measure A Phase III - New Lincoln Hall and Fitness Laboratory at Chico High School Design Update

Prepared by: Michael Weissenborn, Facilities Planner/Construction Manager

Action _____
Consent _____
Information X

August 17, 2011

Background information

The purpose of this item is to update the Board of Education on the progress of the design for the new Lincoln Hall and Fitness Laboratory at Chico High School. The District has entered into an agreement with Modern Building Company to provide pre-construction services for the project. Modern has been working closely with SKW Architects, the project architect. SKW Architects will update us on project progress to date.

Educational Implications

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

Fiscal Implications

This project is funded with Measure A – Phase III Bond dollars

TITLE: Inspire School of Arts and Sciences Planning Update and Circulation of Request for Qualifications for Lease Lease-back Contractor

Prepared by: Michael Weissenborn, Facilities Planner/Construction Manager

Action X
Consent
Information

August 17, 2011

Background information

On February 16, 2011, the Board of Education directed staff to proceed with the design development stage of the Inspire School of Arts & Sciences Project.

NTD Architects will present the potential design solution that was developed following a series of design meetings with the participation of District Staff, Design Consultants, Inspire and Chapman Staff, Maintenance & Operations, and CARD. This recommended design solution involves the construction of a new campus comprised of relocated portable classroom buildings from Pleasant Valley High School and Chico High School that will be located on the south-east portion of the Chapman Elementary School campus.

The District would like to circulate a Request for Qualifications (RFQ) in order to select a Lease Lease-back Contractor to participate in this project. With the Lease Lease-back delivery system we will have the ability to select a Lease Lease-back Contractor who can work with the architect and the District during the final stages of the design and assist with critical schedule planning. Using a preconstruction services agreement gives the District the ability to resolve logistical issues, which will be critical to the projects success, while project planning and environmental review are being completed.

Educational Implications

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

Fiscal Implications

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

Recommendation

It is requested that the Board of Education grant authorization to the Facilities Department to circulate a Request for Qualifications (RFQ) for Lease Lease-back Contractors to provide pre-construction services for this project.

AGENDA ITEM: Revocation of Chico Green School Charter

Prepared by: John Bohannon, Director of Alternative Education

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

Board Date: August 17, 2011

Background Information

The Chico Unified School District (CUSD) Board of Education approved The Chico Green School (CGS) Charter on October 14, 2009. After a year of planning, CGS opened its doors in September of 2010. As the Charter Authorizer, CUSD has oversight duties to make sure the charter is following the provisions of its charter and following the law as it applies to charter schools. In carrying out these duties, CUSD sent CGS a Notice to Remedy letter in September and again in October. Among the violations detailed in the September 9, 2010, Notice were the following:

- Failure to take steps to ensure coursework would meet a-g requirements for eligibility for the University of California/California State University (UC/CSU) systems;
- Enrolling eleventh grade students in violation of the charter;
- Failing to comply with the Brown Act in the agendaizing and conduct of board meetings;
- Failing to implement industry-standard attendance accounting practices. (See, Exhibit A)

A follow up Notice to Remedy was issued in October delivering the following directives:

- Post board meeting agendas and minutes in a consistent location, and in a consistent manner, in a location that is 'freely accessible to the members of the public,' including but not limited to the CGS website ...;
- Take steps to ensure that the Board is familiar with all of the requirements of the Brown Act, including but not limited to providing Brown Act training for the Board ...;
- Implement a plan to seek accreditation from WASC, allowing eleventh graders to have sufficient coursework for college eligibility by the time they apply to college next year;
- Create a backup plan in the event that CGS does not attain WASC accreditation.

On June 30, 2011, the Accrediting Commission for Schools provided CGS written notification that CGS "was not approved for candidacy" for W.A.S.C. accreditation.

On July 27, 2011, the CUSD issued to CGS a written "Notice of Intent to Revoke," setting forth the causes for revocation, and giving CGS notice of the Public Hearing.

The impact of CGS's lack of WASC Accreditation on its students, combined with the continued violation of the Brown Act, has propelled CUSD to take steps to revoke the CGS Charter.

The CUSD Board held a public hearing regarding the revocation of CGS on Monday, August 1, 2011. CGS was also given an opportunity to provide a written response to the District's Notice of Intent to Revoke by August 10, 2011.

CUSD issued a Supplemental Notice of Intent to Revoke on August 9, 2011, based on additional Brown Act violations that came to CUSD's attention. CGS was given until August 15, 2011, to provide a written response.

Now the CUSD board has the opportunity to take action on the revocation.

Educational Implications

With no WASC accreditation, the students at CGS are at an extreme disadvantage when applying for UC/CSU systems. There are also public schools that will not accept transfer credits from non-accredited schools.