

**CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION**

**Special Session**

**Wednesday, November 4, 2009**

**6:00 p.m.**

**District Office, Large Conference Room  
1163 East Seventh Street, Chico, CA 95928**

**AGENDA**

**1. CALL TO ORDER**

**6:00pm 2. CONSENT CALENDAR (5 minutes)**

**1. EDUCATIONAL SERVICES**

1. Consider Approval of the Consultant Agreements with the Chico Area Recreation and Park District (CARD) and the Boys' and Girls' Clubs
2. Consider Approval of the Consultant Agreement with CSU Chico Research Foundation for Math/Science Partnership Grant
3. Consider Approval of the Title I Stimulus Site Plans

**3. DISCUSSION/ACTION CALENDAR**

**1. GENERAL**

- 6:05pm 1. Information: Discussion with Charter School representatives regarding Ed Code 47604(b) (Sara Simmons) (45 minutes)**
- 6:50pm 2. Information/Public Hearing/Discussion: Sherwood Montessori Charter School Public Hearing (Sara Simmons) (30 minutes)**
- 7:20pm 3. Discussion/Action: Consider approval of Material Revisions to Inspire Charter (Kim Gimbal/Eric Nilsson) (30 minutes)**
- 7:50pm 4. Discussion/Action: Chico Green School Charter Changes and Length of Term (Sara Simmons) (10 minutes)**

**8:00pm 4. CLOSED SESSION**

**1. UPDATE ON LABOR NEGOTIATIONS**

Employee Organizations:

CUTA

CSEA, Chapter #110

Representative:

Kelly Staley, Superintendent

Bob Feaster, Assistant Superintendent

Jan Combes, Assistant Superintendent

**2. CONFERENCE WITH LEGAL COUNSEL**

Threatened Litigation

Attending:

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

Kelly Staley, Superintendent

One case

Bob Feaster, Assistant Superintendent

Jan Combes, Assistant Superintendent

John Yeh, Attorney at Law

**3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Per Government Code §54957

Title: Superintendent

**5. RECONVENE TO REGULAR SESSION**

1. Call to Order
2. Report Action Taken in Closed Session

**6. ADJOURNMENT**

Jann Reed, President  
Board of Education  
Chico Unified School District

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

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

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

**CONSENT CALENDAR**

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

**STUDENT PARTICIPATION**

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

**PUBLIC 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 five (5) 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.
- 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 five (5) minutes to address the Board.
- Once 2 speakers have shared a similar viewpoint, the Chair will ask for a differing viewpoint. If no other viewpoint is represented then a 3<sup>rd</sup> speaker may present.
- Speakers will not be allowed to yield their time to other speakers.
- After all topics have been heard, the remainder of the hour may be used by additional speakers to address a previously raised issue.

**WRITTEN MATERIAL:**

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

**COPIES OF AGENDAS AND RELATED MATERIALS:**

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

**AMERICANS WITH DISABILITIES ACT**

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

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

**PROPOSED AGENDA ITEM:** Chico Area Recreation and Park District (CARD) and Boys and Girls Club of Chico

- Consent
- Information Only
- Discussion/Action

Board Date: November 4, 2009

**Background Information**

CARD and the Boys and Girls Club of Chico are partners with Chico Unified School District to implement the federal grant as approved at the school sites of Chapman, Citrus, McManus, Neal Dow, Parkview and Rosedale Elementary. Additional funding from the state through the After School Education and Safety grant will allow Chico Unified, along with CARD and the Boys and Girls Club of Chico to provide educational, recreational and an enrichment teacher, supplies and field trip expenses.

**Education Implications**

The goals of each of the attached consultant agreements are to increase student achievement and to provide a safe and healthy environment conducive to learning.

**Fiscal Implications**

None

**Additional Information**

None



**CONSULTANT TERMS AND CONDITIONS**

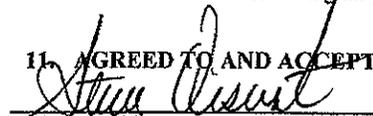
(Applicable, unless determined to be Contract Employee – See BS10a)

Business Services Use Only
CA# _____
V# _____

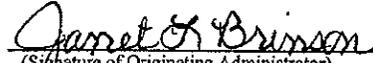
Consultant Name: **Chico Area Recreation District (CARD)**

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

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

 (Signature of Consultant)	Steve Visconti, General Manager (Print Name)	10/20/2009 (Date)
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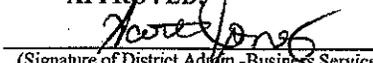
**12. RECOMMENDED:**

 (Signature of Originating Administrator)	Janet Brinson, Director (Print Name)	10/22/2009 (Date)
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**13. APPROVED:**

 (Signature of District Administrator, or Director of Categorical Programs)	Dave Scott, Director (Print Name)	10/21/2009 (Date)
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**APPROVED:**

 (Signature of District Admin.-Business Services)	<input checked="" type="checkbox"/> Consultant <input type="checkbox"/> Contract Employee	10/29/09 (Date)
	Scott Jones, Director, Fiscal Services	

**14. Authorization for Payment:**

<p><b>CHECK REQUIRED</b> (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><b>DISPOSITION OF CHECK</b> 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>
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\$ _____ (Amount)	_____ (Originating Administrator Signature – Use Blue Ink)	_____ (Date)
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Mandatory Instructions  
(click to view)

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

2.1.1.  
Page 4 of 7

Business Services Use Only

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

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### CONSULTANT AGREEMENT

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

On File (click to view)       Attached

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

On File (click to view)       Attached

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

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

Taxpayer ID/SSN:

This agreement will be in effect from: 10/01/09 to 12/31/09

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

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

Subject to the availability of resources, CARD will provide trained and supervised enrichment teachers and supplies for a 7 week Enrichment Cycle from October through December. Administrative costs will not exceed 10%.

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

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

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

- 1) After School Education and Safety Program
- 2) 21st Century Community Learning Center After School Program
- 3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	37.50	01	6010	0	1032	1000	5800	14	674
2)	25.00	01	6010	0	1034	1000	5800	14	674
3)	37.50	01	4124	0	1032	1000	5800	14	674

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)

\$ 2,857.15 Per Unit, times 7.00 # Units = \$ 20,000.05 Total for Services

(Unit:  Per Hour  Per Day  Per Activity)

9. Additional Expenses:

\$  
\$  
\$

Total for  
0.00 Addit'l Expenses

\$ 20,000.05 Grand Total

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

(to be completed by Business Services)

**CONSULTANT TERMS AND CONDITIONS**  
(Applicable, unless determined to be Contract Employee – Sec BS10a)

Business Services Use Only
CA# _____
V# _____

Consultant Name: **Chico Area Recreation District (CARD)**

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

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

Steve Visconti (Signature of Consultant)      Steve Visconti, General Manager (Print Name)      10/20/2009 (Date)

**12. RECOMMENDED:**

Janet Brinson (Signature of Originating Administrator)      Janet Brinson, Director (Print Name)      10/22/2009 (Date)

**13. APPROVED:**

[Signature] (Signature of District Administrator, or Director of Categorical Programs)      Dave Scott, Director (Print Name)      10/29/2009 (Date)

**APPROVED:**

[Signature] (Signature of District Admin.-Business Services)       Consultant       Contract Employee      Scott Jones, Director, Fiscal Services (Print Name)      10/29/09 (Date)

**14. Authorization for Payment:**

<p><b>CHECK REQUIRED</b> (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><b>DISPOSITION OF CHECK</b> 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>
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\$ \_\_\_\_\_ (Amount)      \_\_\_\_\_ (Originating Administrator Signature – Use Blue Ink)      \_\_\_\_\_ (Date)

Mandatory Instructions  
(click to view)

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

Business Services Use Only

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

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

**CONSULTANT AGREEMENT**

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

On File (click to view)       Attached

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

On File (click to view)       Attached

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

Name: Boys and Girls Club of Chico (B&G Club)  
Street Address/POB: 601 Wall Street  
City, State, Zip Code: Chico, CA 95926  
Phone: (530) 899-0335

Taxpayer ID/SSN:

This agreement will be in effect from: 08/12/09 to 06/30/10

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

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

Subject to available resources, B&G Club will provide academic, recreational and enrichment programs and activities for up to 180 students from elementary 21st Century/ASES sites for up to 180 days for the 2009-10 school year based on verifiable, daily attendance (Kid Trax) at \$6.37 per student per day.

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

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

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

- 1) 21st Century Community Learning Center After School Program
- 2) After School Education and Safety Program
- 3)

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

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	36.50	01	4124	0	1032	1000	5800	14	674
2)	36.50	01	6010	0	1032	1000	5800	14	674
3)	9.00	01	4124	0	1034	1000	5800	14	674

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)

\$ 6.37      Per Unit, times    32,400.00      # Units =    \$      206,388.00    Total for Services

(Unit:  Per Hour     Per Day     Per Activity)

9. **Additional Expenses:**

\*18.00% 01-6010-0-1034-1000-5800-14-674    \$  
\*\*180 Students x 180 days @ \$6.37 per day    \$  
\$

Total for  
0.00 Addit'l Expenses

\$      206,388.00    Grand Total

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

(to be completed by Business Services)

**CONSULTANT TERMS AND CONDITIONS**

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

Business Services Use Only
CA# _____
V# _____

Consultant Name: **Boys and Girls Club of Chico (B&G Club)**

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

**11. AGREED TO AND ACCEPTED:** (If determined to be a Contract Employee, a payroll check will be issued with applicable taxes withheld.)  
*Maureen Pierce* (Signature of Consultant)      Maureen Pierce, Executive Director (Print Name)      10/6/09 (Date)  
MAUREEN PRICE, CEO (Print Name)

**12. RECOMMENDED:**  
*Janet Brinson* (Signature of Originating Administrator)      Janet Brinson, Director (Print Name)      10/4/09 (Date)

**13. APPROVED:**  
*[Signature]* (Signature of District Administrator, or Director of Categorical Programs)      Dave Scott, Director (Print Name)      10/5/09 (Date)

**APPROVED:**  Consultant       Contract Employee  
*[Signature]* (Signature of District Admin.-Business Services)      Scott Jones Director, Fiscal Services (Print Name)      10/29/09 (Date)

**14. Authorization for Payment:**

<b>CHECK REQUIRED</b> (Invoice to accompany payment request): <input type="checkbox"/> Partial Payment thru: _____ (Date) <input type="checkbox"/> Full or Final Payment	<b>DISPOSITION OF CHECK</b> 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:**

- Consent
- Information Only
- Discussion/Action

Board Date: November 4, 2009

**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).

**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**

None

Mandatory Instructions  
(click to view)

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

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

**CONSULTANT AGREEMENT**

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

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

Name: 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: 10/01/09 to 09/30/10

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)

\$ 165,753.00 Per Unit, times 1.00 # Units = \$ 165,753.00 Total for Services  
 (Unit:  Per Hour  Per Day  Per Activity)

9. **Additional Expenses:**

\$  
 \$  
 \$

Total for  
 0.00 Addit'l Expenses

\$ 165,753.00 **Grand Total**

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

(to be completed by Business Services)

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

Business Services Use Only	
CA#	_____
V#	_____

Consultant Name: **CSU Chico Research Foundation**

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

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

*Carol Sager* Carol Sager 10/30/09  
(Signature of Consultant) (Print Name) (Date)

**12. RECOMMENDED:**

*Janet Brinson* Janet Brinson, Director 11/2/09  
(Signature of Originating Administrator) (Print Name) (Date)

**13. APPROVED:**

*Janet Brinson* Janet Brinson, Director 11/2/09  
(Signature of District Administrator, or Director of Categorical Programs) (Print Name) (Date)

**APPROVED:**

Consultant  Contract Employee  
*Jan Conibes* Jan Conibes 11/2/09  
(Signature of District Admin.-Business Services) (Print Name) (Date)

**14. Authorization for Payment:**

<p><b>CHECK REQUIRED</b> (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><b>DISPOSITION OF CHECK</b> 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>
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\$ \_\_\_\_\_  
(Amount) (Originating Administrator Signature – Use Blue Ink) (Date)

PROPOSED AGENDA ITEM:      **Title I Stimulus Site Plans**

Prepared by:   **Janet Brinson**

  X        Consent  
            Information Only  
            Discussion/Action

Board Date: **November 4, 2009**

**Background Information:**

Through the American Recovery and Reinvestment Act of 2009 (ARRA), the federal government made one-time funds available to jump-start school reform and improvement efforts. The ARRA program has three primary components; one of these is Title I ARRA funding. Existing Title I schools qualify for Title I ARRA funds, and must develop a plan that identifies how these funds will be spent. Spending should reflect one or more of the five ARRA priorities:

- Adopting rigorous college- and career-ready standards and high-quality assessments
- Establishing data systems and using data for improvement
- Increasing teacher effectiveness and equitable distribution of effective teachers
- Turning around the lowest-performing schools
- Improving results for all students, including early learning, extended learning time, use of technology, preparation for college, and school modernization.

**Educational Implications:**

Improved results for students is the overarching ARRA goal. The individual plans developed by sites reflect this goal. In addition, these plans are aligned with CUSD's Program Improvement plans and school site plans.

**Fiscal Implications:**

There is no impact to the general fund. Title I ARRA funds provide a one-time infusion that will supplement activities being carried out with existing Title I funds.

**PROPOSED AGENDA ITEM:** Discussion with Charter representatives regarding Ed Code 47604(b)

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**Prepared by:** Sara Simmons

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Consent

Board Date November 4, 2009

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Information Only

Discussion/Action

**Background Information**

Ed Code 47604(b) reads as follows:

*“The governing board of a school district that grants a charter for the establishment of a charter school formed and organized pursuant to this section shall be entitled to a single representative on the board of directors of the nonprofit public benefit corporation.”*

The CUSD Board of Trustees would like to receive input relative to this provision from representatives of the charter schools we have authorized. The discussion tonight is intended to inform the board, and no action will be taken at this meeting.

**PROPOSED AGENDA ITEM:** Sherwood Montessori Charter School Public Hearing

**Prepared by:** Sara Simmons

Consent

Board Date November 4, 2009

Information Only

Discussion/Action

**Background Information**

A proposed charter petition for the establishment of Sherwood Montessori was delivered to the Chico Unified School District on October 21, 2009. Per Education Code, a Public Hearing is being held within 30 days to consider the level of support for this proposal.

**Education Implications**

The proposed charter, if approved, would be an additional K-8 choice for parents and students who wish to participate in the Montessori educational environment.

**Fiscal Implications**

If approved, Sherwood Montessori intends to be direct funded, which means that any ADA generated will flow directly to the charter school rather than CUSD.

**Additional Information**

The District Charter Review Committee will present a report at a future meeting regarding this proposal.

PROPOSED AGENDA ITEM: Material Revisions to Inspire Charter

Prepared by: Kim Gimbal/Eric Nilsson

- Consent  
 Information Only  
 Discussion/Action

Board Date: **November 4, 2009**

**Background Information**

Since last May, the founders and planning group for Inspire School of Arts and Sciences (ISAS) have been working to finalize details in preparation to open the school in August, 2010. During this planning process, we have realized we need to propose two material revisions to our charter: one making the charter school the exclusive employer for purposes of EERA, and the second modifying the composition of our Board of Directors.

**Educational Implications**

Inspire's planning team believes that making Inspire, rather than CUSD, the exclusive employer will result in increased flexibility for our educational program as specified in our charter petition.

**Fiscal Implications**

The planning team believes that the change to make Inspire the exclusive employer will also allow additional fiscal flexibility which we hope to translate into increased learning opportunities for our students.

**Additional Information**

**Labor Relations**

With respect to labor relations, the founders' group of Inspire School of Arts and Sciences (ISAS) understands that with the proposed revision, our new school would have flexibility in developing contractual language. This flexibility will be important in establishing ISAS as a school which offers significant options for students in Chico. Some of these options include block scheduling, two different daily schedules (early shift-late shift), increased elective opportunities, and volunteerism.

**School Board Composition**

Reducing the ISAS School Board from 12 to 7 members streamlines the process by which we write and adopt policies and establish operational regulations for the school. The board composition will still represent a cross-section of the school community and our community at-large, including parents, professionals, teachers, and community leaders, as specified in our charter petition. We are also including a CUSD Trustee as a voting member on the ISAS Board, thus strengthening the ties between the two boards.

## Section XV – Labor Relations

*A declaration of whether or not the charter school shall be deemed the exclusive public school employer of the employees of the charter school*

For purposes of labor relations the ~~Chico Unified School District~~ *Inspire School of Arts and Sciences* shall be deemed the exclusive public school employer of the employees of the charter school in accordance with the objectives of the Education Employment Relations Act (EERA). ~~Inspire School of Arts and Sciences staff may become members of the Collective Bargaining Units of CUSD.~~

## Section IV - Governance Structure:

### Board of Directors:

Inspire School of Arts and Sciences will be governed by its Board of Directors whose members have a legal, fiduciary responsibility for the well-being of the organization. The ISAS Board of Directors will be composed of a broad cross-section of the school community and the community at-large, including parents, professionals, and community leaders.

The number of people serving on the Board of Directors, and the length of terms, ***and the selection process for future Boards of Directors*** will be specified in the ISAS Board of Director Bylaws. The Board will always consist of at least the following members: ~~three (3) parents nominated by the school's parent community and elected by the Board of Directors, three (3) community members, nominated and elected by the board, two (2) classroom teachers nominated by the teaching staff at a regularly scheduled faculty meeting and elected by the board, one (1) representative from Butte College, nominated and elected by the board; one (1) representative from CSUC, nominated and elected by the board; and the Inspire School of Arts and Sciences Principal.~~ ***It is the intent of ISAS that the initial Board of Directors shall consist of seven (7) voting members and up to two (2) non-voting members acting in an advisory capacity. Six (6) of the voting members will reflect constituencies within our school community and the community-at-large, and may include representatives of local post-secondary faculty; community members with a strong background in the arts and/or sciences; the ISAS parent community; the local professional business community; and teachers. Consistent with Education Code section 407604(b), "The governing board of the school district that grants a charter for the establishment of a charter school formed and organized pursuant to this section shall be entitled to a single representative on the board of directors." Thus, the seventh ISAS board member will be one of the Chico Unified School District Trustees, selected by the other CUSD Trustees to serve the ISAS Board. The ISAS Principal will serve as a non-voting member of the board.*** Consistent with ~~Education Code section 47604(b),~~ ***In addition,*** one (1) Chico Unified School District administrator, acting in an advisory capacity, may serve on the Board of Directors.

PROPOSED AGENDA ITEM: Chico Green School Changes to Charter and Length of Term

Prepared by: Sara Simmons

- Consent  
 Information Only  
 Discussion/Action

Board Date: 11/04/09

**Background Information**

The Chico Green School intends to serve students in grades 9-12, using Waldorf methods to emphasize the concepts of social, economic and environmental sustainability. A proposed charter petition was delivered to the district in August. Per Education Code, a public hearing for Chico Green School followed and the Charter School Review Committee submitted a report to the board. On October 14, 2009, the Board approved the charter conditionally – on condition that issues of concern to the Board be resolved to the satisfaction of district staff and the Board within 60 days.

**Educational Implications**

Students from throughout our area will have another educational option for completion of high school requirements.

**Fiscal Implications**

The proposed school intends to be direct funded, which means that any ADA generated will flow back to the school and will not come to CUSD.

**Additional Information**

The founders group has met with various members of the district office administration throughout the process of writing and revising the petition and supporting documents. The Chico Green School founders intend to apply for a Charter School grant from the state, use the 2009-10 school year to plan and open with students for the 2010-11 school year.