

CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Special Session

Wednesday, September 1, 2010

5:00 p.m. Closed Session; 6:00 p.m. Open Session

Loma Vista School, Multi-purpose Room

2404 Marigold Avenue, Chico 95926

AGENDA

5:00pm

1. CALL TO ORDER

2. CLOSED SESSION

2.1. Conference with Legal Counsel

Anticipated Litigation

Significant exposure to litigation pursuant to Government Code Section 54954.5(b)

Two cases

Attending:

Kelly Staley, Superintendent

Bob Feaster, Assistant Superintendent

Jan Combes, Assistant Superintendent

John Bohannon, Principal

John Yeh, Attorney at Law

2.2. Update on Labor Negotiations

Employee Organizations:

Representatives:

CUTA

CSEA, Chapter #110

Kelly Staley, Superintendent

Bob Feaster, Assistant Superintendent

Jan Combes, Assistant Superintendent

2.3. Public Employee Appointment

Per Government Code §54957

Title: Assistant Superintendent, Business Services

6:00pm

3. RECONVENE TO REGULAR SESSION

3.1. Call to Order

3.2. Report Action Taken in Closed Session

6:05pm

4. CONSENT CALENDAR

4.1. EDUCATIONAL SERVICES

4.1.1. Consider Expulsion Clearance of Students with the Following IDs: 37382, 38130, 50187, 63921

4.1.2. Consider Approval of the Field Trip Request for the CHS Ag/FFA to attend the Chapter Officer Leadership Contest in Camp Tehama from 9/18/10-9/20/10

4.1.3. Consider Approval of the Consultant Agreement with Dan Gobba to assist with the practical application components of the CPA Building Trades and Construction grant at FVHS

4.1.4. Consider Approval of the Consultant Agreement with Boys and Girls Club of the North Valley to implement the 21st Century After School Program for Academy for Change's (AFC) 7th and 8th grade students

4.1.5. Consider Approval of the Consultant Agreement with Butte County Office of Education to provide technical assistance to fully implement Correction Action Sanction F

4.1.6. Consider Approval of the Consultant Agreement with the Chico Area Recreation and Park District (CARD) for ASES/21st Century After School Programs

4.1.7. Consider Approval of the Consultant Agreement with Paradise Dancers to provide instruction to students

4.1.8. Consider Approval of the Consultant Agreement with the Nor Cal Field Hockey Association to provide officials for field hockey games

4.2. HUMAN RESOURCES

4.2.1. Consider Approval of Certificated Human Resources Actions

5. DISCUSSION/ACTION CALENDAR

- 6:10pm 5.1. EDUCATIONAL SERVICES
- 5.1.1. Information: Tour of Loma Vista Facilities and Update on CUSD Special Education Programs and Services (Dave Scott) (90 minutes)
- 7:40pm 5.1.2. Information/Public Hearing/Discussion: Wildflower Open Classroom Charter Petition Public Hearing (John Bohannon) (30 minutes)
- 8:10pm 5.2. HUMAN RESOURCES
- 5.2.1. Discussion/Action: Consider Approval of Resolution per Education Code 44256(b) – Resolution 1124-10, To Allow Teachers with a Multiple Subject Credential to Teach a Specific Subject below Grade 9 (Bob Feaster) (5 minutes)
- 8:15pm 5.2.2. Discussion/Action: Consider Approval of a Subsequent Variable Term Waiver Request for a Designated Subject Special Services: Driver Education and Driver Training Credential for Certificated Employee Steven S. Sheridan (Bob Feaster) (5 minutes)
- 8:20pm 5.3. GENERAL
- 5.3.1. Discussion/Action: Consider Approval of Revised/Updated/New Board Policies (Kelly Staley) (60 minutes)
- BP 1240 Volunteer Assistance
 - BP 1325 Advertising and Promotion
 - BP 1330 Use of School Facilities
 - BP 2210 Administrative Discretion Regarding Board Policy
 - BP 3100 Budget
 - BP 3270 Sale and Disposal of Books, Equipment and Supplies
 - BP 3280 Sale or Lease of District-Owned Real Property
 - BP 3320 Claims and Actions Against the District
 - BP 3400 Management of District Assets/Accounts
 - BP 3515.2 Disruptions
 - BP 4030 Nondiscrimination in Employment
 - BP 4127 Temporary Athletic Team Coaches
 - BP 4157 Employee Safety
 - BP 4161 Leaves
 - BP 4315.1 Staff Evaluating Teachers
 - BP 5117 Interdistrict Attendance
 - BP 5127 Graduation Ceremonies and Activities
 - BP 5131 Conduct
 - BP 5131.7 Weapons and Dangerous Instruments
 - BP 5145.11 Questioning and Apprehension by Law Enforcement
 - BP 5145.3 Non discrimination/Harrassment
 - BP 6111 School Calendar
 - BP 6142.7 Physical Education and Activity
 - BP 6145 Extracurricular and Cocurricular Activities
 - BP 6145.2 Athletic Competition
 - BP 6146.1 High School Graduation Requirements
 - BP 6161.1 Selection and Evaluation of Instructional Materials
 - BP 6173.1 Education for Foster Youth
 - BP 6173.2 Education of Children of Military Families – NEW
 - BB 9322 Agenda/Meeting Materials
 - BB 9323 Meeting Conduct

9:20pm **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 PARTICIPATON FOR ITEMS ON THE AGENDA (Regular and Special Board Meetings)

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

- Speakers will identify themselves and will direct their comments to the Board.
- Each speaker will be allowed 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 PARTICIPATON FOR ITEMS NOT ON THE AGENDA (Regular Board Meetings only)

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

- Public comments for items not on the agenda will be limited to one hour in duration.
- 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 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 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.

PROPOSED AGENDA ITEM: COLC: Chapter Officer Leadership Contest

Prepared by: Quinn Mendez

☒ Consent

Board Date September 1, 2010

☐ Information Only

☐ Discussion/Action

Background Information

The COLC will provide a chance for the FFA officers to focus on their leadership skills and personal growth. At Camp Tehama, each of the seven officers will have a break out session which helps them focus on their specific office and duties required. They bring back this new information and skills for the chapter members, so that they can become more involved and learn more about the FFA and all of its' opportunities.

Education Implications

1. Helps to identify strengths and individual contributions to the team.
2. Develops personal best assessment and personal growth plans.
3. Helps to master speech development and delivery.
4. Develops personal management and social skills.

Fiscal Implications

None- Ag Incentive Grant will pay for all expenses.

RECEIVED

CHICO UNIFIED SCHOOL DISTRICT

1163 East Seventh Street

Chico, CA 95928-5999

(530) 891-3000

4.1.2.

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AUG 16 2010

FIELD TRIP REQUEST

SUPERINTENDENT'S OFFICE
CHICO UNIFIED SCHOOL DISTRICT

Date:

9/1/10

FROM: Quinn Mendez

School/Dept.: CHS Ag/FFA

SUBJECT: Field Trip Request

Request is for 9-12th/Ag/FFA

(grade/class/group)

Destination: Camp Tehama/Ag/FFA

Activity: COLC Chapter Officer Leadership Conf.

from 9/18/10 / 4:00pm

(dates) / (times)

to 9/20/10

/ 3:00pm

(dates) / (times)

Rationale for Trip: Team Building - Leadership sessions for Chico FFA Officers plus other schools in the Superior Region.

Number of Students Attending: 7 Teachers Attending: 2 Parents Attending: 0

Student/Adult Ratio: 7:2

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

Other: School Van and Ag truck

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

ESTIMATED EXPENSES:

Fees \$340.00 (includes Substitute Costs \$120.00

Meals \$ _____

lodging and meals)

Lodging \$ _____ Transportation \$100.00

Other Costs \$ _____

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

Name FFA (ASB) Acct. #: _____ \$ 600.00

Name _____ Acct. #: _____ \$ _____

Requesting Party

Date

8/5/10

Site Principal

Date

8/13/10



Approve/Minor



Do not Approve/Minor

or

Recommend/Major

or

Not Recommended/Major

(If transporting by bus or Charter)

Director of Transportation

Date

IF MAJOR FIELD TRIP

Director of Educational Services

Date

8-16-10



Recommend



Not Recommended



Approved



Not Approved

Board Action

Date

PROPOSED AGENDA ITEM: Dan Gobba

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

Board Date: September 1, 2010

Background Information

Mr. Gobba will assist with the practical application components of the CPA Building Trades and Construction grant. In addition, he will assist the grant coordinator with planning and activities requiring specific field experience.

Education Implications

Mr. Gobba's expertise will increase the amount of School-to-Work experience.

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

4.1.3.

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: Dan Gobba
Street Address/POB: 4388 Short Horn Dr.
City, State, Zip Code: Chico, CA 95973
Phone: 530-592-7952

Taxpayer ID/SSN:

This agreement will be in effect from: 08/11/10

to 06/01/11

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

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

Assist with practical application components of the CPA Building Trades and Construction grant. Assist CPA grant coordinator with planning and activities requiring specific field experience.

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

Increase the amount of School-to-Work experiences for students.

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

- 1) California Partnership Academies (CPA) Grant
2)
3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	6386	0	3200	1000	5800	14	030
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)

\$ 30.00 Per Unit, times 360.00 # Units = \$ 10,800.00 Total for Services

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

9. Additional Expenses:

\$
\$
\$

Total for
Addit'l Expenses
0.00

\$ 10,800.00 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: Dan Gobba

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.)

Dan Gobba
(Signature of Consultant)

Dan Gobba

(Print Name)

7-27-10

(Date)

12. RECOMMENDED:

David S. McKay
(Signature of Originating Administrator)

David S. McKay

(Print Name)

7-27-10

(Date)

13. APPROVED:

Janet L. Brinson
(Signature of District Administrator, or
Director of Categorical Programs)

Janet L. Brinson

(Print Name)

8/3/10

(Date)

APPROVED:

Scott Jones
(Signature of District Admin.-Business Services)

☐ Consultant ☒ Contract Employee
Scott Jones Director, Fiscal Services

(Print Name)

8/16/10

(Date)

14. Authorization for Payment:**CHECK REQUIRED** (Invoice to accompany payment request):

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

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

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

\$

(Amount)

(Originating Administrator Signature - Use Blue Ink)

(Date)

PROPOSED AGENDA ITEM: Boys and Girls Club of the North Valley

PREPARED BY: Janet Brinson, Director Categorical Programs

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

Board Date: September 1, 2010

Background Information

The Boys and Girls Club of North Valley (B & G Club) partners with Chico Unified School District to implement the 21st Century After School Program for Academy for Change's (AFC) 7th and 8th grade students. The B & G Club provides an academic, recreation and enrichment program to implement the state and federal grants per the requirements of the grant.

Education Implications

The goal is to increase student achievement and to provide a safe and healthy environment conducive to learning.

Fiscal Implications

None to the General Fund.

Mandatory Instructions
(click to view)

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

4.1.4.
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: Boys and Girls Club of the North Valley (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: 09/09/10

to 05/26/10

Location(s) of Services: (site) B&G Club

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

To provide academic, enrichment and recreation activities as part of the ASES program for AFC 7th & 8th grade students. The intent is to serve 20 "identified" students on a daily basis.

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
2)
3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	4124	0	1039	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)

\$ 79.18 Per Unit, times 163.00 # Units = \$ 12,906.34 Total for Services

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

9. Additional Expenses:

\$
\$
\$

Total for
0.00 Addit'l Expenses

\$ 12,906.34 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: **Boys and Girls Club of the North Valley**

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.)

(Signature of Consultant)

(Print Name)

(Date)

12. RECOMMENDED:

(Signature of Originating Administrator)

David S. McKay, Assistant Principal
(Print Name)

(Date)

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

(Print Name)

(Date)

APPROVED:

(Signature of District Admin.-Business Services)

(Print Name)

(Date)



Consultant



Contract Employee

Scott Jones Director, Fiscal Services

14. Authorization for Payment:**CHECK REQUIRED** (Invoice to accompany payment request):

Partial Payment thru: _____

(Date)



Full or Final Payment

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

Send to Site Administrator: _____

(Date check required)



Mail to Consultant

\$

(Amount)

(Originating Administrator Signature - Use Blue Ink)

(Date)

PROPOSED AGENDA ITEM: Butte County Office of Education

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

Board Date: September 1, 2010

Background Information

CUSD is a No Child Left Behind Program Improvement "Corrective Action Sanction F" district. Sanction F defined as "instituting and fully implementing a new curriculum that is based on state academic content and achievement standards, including providing appropriate professional development based on scientifically-based research for all relevant staff offering substantial promise of improving educational achievement for high priority pupils." California Education Code Section 52055.57 c(1)(f). It further requires that the district access technical assistance to analyze district needs, amend the LEA or Plan Addendum and implement key action steps.

Education Implications

CUSD will work with Butte County Office of Education (BCOE) to raise student academic achievement and boost test scores. BCOE will provide targeted professional development at school sites and for district-level groups to implement to the fullest the State Board of Education (SBE) adopted standards-aligned curriculum in language arts and mathematics, and increase the percentage of English Language Learners and Students with Disabilities who score proficient or advanced on the CST's.

Fiscal Implications

No impact to the General Fund.

Mandatory Instructions
(click to view)

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

4.1.5.
Page 2 of 3

Business Services Use Only

CA# _____

V# _____

CONSULTANT AGREEMENT

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☒ 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: 5 County Center Drive
City, State, Zip Code: Oroville, CA 95966
Phone: 530-532-5820

Taxpayer ID/SSN:

This agreement will be in effect from: 08/16/10 to 06/30/10

Location(s) of Services: (site) CUSD

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

Provide CUSD with technical assistance to fully implement Correction Action Sanction F.

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

Targeted professional development to fully implement SBE adopted standards aligned curriculum in the language arts and mathematics.

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

- 1) Funds provided by SB 806 - Federal PI Correction Action Work
2)
3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	3185	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)

\$ 500.00 Per Unit, times 80.00 # Units = \$ 40,000.00 Total for Services

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

9. Additional Expenses:

\$
\$
\$

Total for
0.00 Addit'l Expenses

\$ 40,000.00 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: Butte County Office of Education

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.)

Carolyn Olsen
(Signature of Consultant)

Carolyn Olsen, Assistant Superintendant
(Print Name)

8-10-10
(Date)

12. RECOMMENDED:

Janet L. Brinson
(Signature of Originating Administrator)

Janet L. Brinson, Director
(Print Name)

8/16/10
(Date)

13. APPROVED:

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

Dave Scott, Director
(Print Name)

08/25/10
(Date)

APPROVED:

Scott Jones
(Signature of District Admin. Business Services)



Consultant



Contract Employee

Scott Jones, Director, Fiscal Services

(Print Name)

8/16/10
(Date)

14. Authorization for Payment:**CHECK REQUIRED** (Invoice to accompany payment request):

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

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

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

\$

(Amount)

(Originating Administrator Signature – Use Blue Ink)

(Date)

PROPOSED AGENDA ITEM: Chico Area Recreation and Park District (CARD)

PREPARED BY: Janet Brinson, Director Categorical Programs

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

Board Date: September 1, 2010

Background Information

The Chico Area Recreation and Park District (CARD) has been a long-standing collaborative partner for our elementary ASES/21st Century After School Programs. These programs are housed at Chapman, Citrus, McManus, Neal Dow and Parkview Elementary Schools. In previous years, CARD has primarily supported the ASES/21st Century programs by providing recreational opportunities to the participants. The 2010-11 agreement expands CARD's involvement in the program by providing enrichment activities for the students, which is one of the components of the grant. Additionally, CARD staff supports the academic portion of the grant by supporting students as they complete their homework.

Education Implications

The goal of the attached consultant agreement is to provide a well-rounded academic, recreation and enrichment program for the students enrolled in the ASES/21st Century program. The addition of the enrichment component will allow each school to benefit from various enrichment components throughout the year and provide more continuity for the program.

Fiscal Implications

There will no be cost to the General Fund. The increase in support from CARD staff for enrichment will decrease the overall management of the program by consolidating enrichment opportunities at a more affordable rate. In years past, each program coordinator negotiated costs for enrichment providers at higher rates than what CARD staff is able to provide.

	# of Emp	Hrs per day	Total days	Total Hrs	Aver. Rate	Total
Directors	6	5	180	5400	\$10.00	\$ 54,000.00
Leaders	29	4.5	180	23490	\$ 8.75	\$205,537.50
Fri Leaders	10	4	33	1320	\$ 8.75	\$ 11,550.00
(maintain ratio on non-enrichment days)						
Enrichment	10	2.5	140	3500	\$18.00	\$ 63,000.00
Specialist	1	3	180	540	\$11.00	\$ 5,940.00
						\$340,027.50
Payroll Overhead					15%	\$ 15,004.13
						\$391,031.63
Full Time Allocation						\$ 70,000.00
						(coordinator % of salary)
						\$461,031.63
Supplies						\$ 28,267.50
Enrich supplies						\$ 3,500.00
Indirect Cost Reimbursement					10%	\$ 46,103.16
						\$542,902.29

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: 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: 09/01/10 to 06/30/11

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)	100.00	01	6010	0	1032	1000	5800	14	674
2)							5800	14	
3)							5800	14	

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

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

\$ 54,290.30 Per Unit, times 10.00 # Units = \$ 542,903.00 Total for Services

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

9. Additional Expenses:

\$
\$
\$

Total for
0.00 Addit'l Expenses

\$ 542,903.00 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: **Chico Area Recreation District (CARD)**

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.)


(Signature of Consultant)

Steve Visconti, General Manager

(Print Name)

8/26/2010
(Date)

12. RECOMMENDED:

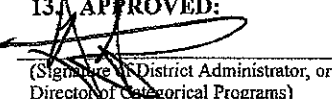

(Signature of Originating Administrator)

Janet Brinson, Director

(Print Name)

8/26/10
(Date)

13. APPROVED:


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

Dave Scott, Director

(Print Name)

08/26/2010
(Date)

APPROVED:



Consultant



Contract Employee

Scott Jones, Director, Fiscal Services

(Print Name)

8/26/10
(Date)

(Signature of District Admin.-Business Services)

14. Authorization for Payment:

CHECK REQUIRED (Invoice to accompany payment request):

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

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

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

\$

(Amount)

(Originating Administrator Signature – Use Blue Ink)

(Date)

PROPOSED AGENDA ITEM: Paradise Dancers

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

Board Date: Sept. 1, 2010

Background Information

The Paradise Dancers has been in existence since 1998 and more than 650 students have participated in the dance programs offered. The purpose of the purpose of the project, in addition to teaching dance, is to promote self-confidence, self-esteem and build social skills.

Education Implications

The Paradise Dancers program will provide dance instruction to students at Chapman, Citrus, McManus, Parkview, Rosedale Elementary and Bidwell Jr. and Chico Jr. High and promote mobility, agility and dance skill.

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

4.1.7.
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: Paradise Dancers
Street Address/POB: 1010 Elliott Rd.
City, State, Zip Code: Paradise, CA 95969
Phone: 530-877-9771

Taxpayer ID/SSN:

This agreement will be in effect from: 09/13/10 to 06/30/10

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

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

10 Paradise Dancers instructors will provide instruction to students. They will serve the elementary programs 3 days per week and the junior high programs 2 days per week.

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

Provide dance instruction and movement to music in a group setting for the purpose of building self-confidence and increasing agility and mobility through physical activity. Supports the recreation and enrichment portions of the ASES/21st Century programs.

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

- 1) ASES/21st Century
2)
3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	50.00	01	6010	0	1032	1000	5800	14	674
2)	50.00	01	4124	0	1037	1000	5800	14	674
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)

\$ 200.00 Per Unit, times 180.00 # Units = \$ 36,000.00 Total for Services

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

9. Additional Expenses:

5% Indirect costs \$ 1,800.00
\$
\$

Total for
1,800.00 Addit'l Expenses

\$ 37,800.00 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: **Paradise Dancers**

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.)

Don Wolheim
(Signature of Consultant)

Don Wolheim, Director
(Print Name)

8-26-10
(Date)

12. RECOMMENDED:

Janet Brinson
(Signature of Originating Administrator)

Janet Brinson
(Print Name)

8/26/10
(Date)

13. APPROVED:

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

Dave Scott
(Print Name)

08/26/2010
(Date)

APPROVED:

Scott Jones
(Signature of District Admin. - Business Services)

☐

Consultant

☐

Contract Employee

Scott Jones Director, Fiscal Services
(Print Name)

8/26/10
(Date)

14. Authorization for Payment:**CHECK REQUIRED** (Invoice to accompany payment request):

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

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

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

\$

(Amount)

(Originating Administrator Signature - Use Blue Ink)

(Date)

PROPOSED AGENDA ITEM: Field Hockey Officials

Prepared by: Daniel Webb

☒ Consent

Board Date

Sept. 15, 2010

☐ Information Only

☐ Discussion/Action

Background Information

Provide Officials for Field Hockey Games

Education Implications

None

Fiscal Implications

Approx. \$6000

Additional Information

Required for Field Hockey Games

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#

12037

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: Nor Cal Field Hockey Association *C/O NCB50A*
Street Address/POB: ~~6020 Skyway~~
City, State, Zip Code: Paradise, CA 95969
Phone: 530 520 5855
Taxpayer ID/SSN:

This agreement will be in effect from: 08/01/10

to 06/01/11

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

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

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

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

- 1) Girls' Field Hockey
2)
3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01			1133	1030	5800	14	CHS
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)

\$ 1.00 Per Unit, times 6,000.00 # Units = \$ 6,000.00 Total for Services
(Unit: ☐ Per Hour ☐ Per Day ☒ Per Activity)

9. Additional Expenses:

Transportation	\$ 1,000.00	
Assignor Fee	\$ 500.00	
		Total for
	1,500.00	Add'l Expenses
\$	7,500.00	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 BS 10a)

Consultant Name:

Business Services Use Only

CA# _____

V# _____

1. The Consultant will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Consultant Agreement. Consultant shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Consultant's employees.
2. Consultant shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page 1 of this Agreement.
3. In the performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.
4. If applicable, the Consultant will certify in writing, using Administration Form #3515.6, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
5. Consultant agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Consultant's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Consultant, and/or the Consultant's employee or agents.
6. Consultant will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the District.
7. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
8. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become, applicable to Consultant, Consultant's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.
9. The District will determine whether the Consultant will be paid by vendor check as a Consultant or payroll check as a Contract Employee (with taxes withheld) by reviewing the completed Certificate of Independent Consultant Agreement (a blank sample may be viewed at http://www.chicousd.org/_dept/business/documents/Consultant_Agreement.pdf). 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.)
 David Wallerand (Signature of Consultant) DAVID WALLEEVAND (Print Name) 5/12/10 (Date)

12. **RECOMMENDED:**
 [Signature] (Signature of Originating Administrator) Daniel Webb (Print Name) 5/10/10 (Date)

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

APPROVED:
 [Signature] (Signature of District Admin-Business Services) ☒ Consultant ☐ Contract Employee
 Scott Jones Director, Fiscal Services (Print Name) 8/18/10 (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)	

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

4.2.1.
Page 1 of 1

September 1, 2010

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

Name/Employee #	Assignment	Effective	Comment
<u>2010/11 Probationary Appointment(s) According to Board Policy</u>			
Shimp, Alyeska	Speech	August 9, 2010	0.4 FTE Probationary Appointment
Shimp, Alyeska	Speech	September 1, 2010	0.6 FTE Probationary Appointment (increasing to 1.0 FTE)
<u>2010/11 Temporary Appointment(s) According to Board Policy</u>			
Aguilar, Juan	Elementary	1 st Semester 2010/11	0.2 FTE Temporary Appointment)
Allen, Joanna	Psychologist	2010/11	0.1 FTE Temporary Appointment (in addition to current 0.9 FTE position)
Dunsmoor, Jeanine	Secondary	1 st Semester 2010/11	0.4 FTE Temporary Appointment (in addition to current 0.6 FTE temporary position)
Hansen, Annalisa	Secondary	1 st Semester 2010/11 (beginning 8/20/10)	0.4 FTE Temporary Appointment (in addition to current 0.6 FTE temporary position)
Lampkin, Rosann	Psychologist	2010/11	0.2 FTE Temporary Appointment (in addition to current 0.6 FTE position)
Quinto, Terry	Psychologist	2010/11	0.2 FTE Temporary Appointment (in addition to current 0.6 FTE temporary position)
Sasaki, Joshua	Secondary	1 st Semester 2010/11	0.6 FTE Temporary Appointment
Schmidt, Regina	Special Education	1 st Semester 2010/11	0.5 FTE Temporary Appointment
Smyth, Mary Lynn	Elementary PE	1 st Semester 2010/11 (beginning 8/26/10)	.20 FTE Temporary Appointment
Southam, Kirsten	Elementary PE	1 st Semester 2010/11 (beginning 8/31/10)	.02 FTE Temporary Appointment (in addition to current 0.2 FTE position)
Stager, Linda	Psychologist	2010/11	0.15 FTE Temporary Appointment (in addition to current 0.65 FTE position)
<u>Retirements/Resignations</u>			
Cannon, Marilyn	Elementary	June 1, 2010	Retirement
<u>Rescission of Leave Request</u>			
Southam, Kirsten	Elementary PE	2010/11	Rescind 0.2 FTE Leave Request

PROPOSED AGENDA ITEM: Update on CUSD Special Education Programs and Services

Prepared by: Dave Scott

☐ Consent

Board Date September 1, 2010

☒ Information Only

☐ Discussion/Action

Background Information

As requested by the Board of Trustees, information regarding the District's special education programs and services will be presented.

Education Implications

The Individuals with Disabilities Act of 2004 (Federal Law) and AB 1662 (California Law) require public schools to provide a free and appropriate public education in the least restrictive environment to students with disabilities.

Fiscal Implications

In addition to federal and state funding of approximately \$7.2 million, the District has allocated approximately \$9.6 million of general fund revenue to support special education programs for the 2010-11 school year.

PROPOSED AGENDA ITEM: Wildflower Open Classroom Charter Petition Public Hearing

Prepared by: John Bohannon

☐ Consent

Board Date September 1, 2010

☒ Information/Public Hearing/Discussion

☐ Discussion/Action

Background Information

When a group files a petition to start a new charter school, a school district must hold a public hearing about the prospective charter within 30 days.

CUSD received a charter petition for Wildflower Open Classroom on August 18, 2010.

This hearing gives the public and board of education the opportunity to ask questions about the proposed charter.

The charter petition will come back before the board as an action item for approval or denial in 30 to 60 days.

Educational Implications

Wildflower Open Classroom is petitioning to offer Chico students another educational option.

Fiscal Implications

Wildflower is petitioning as an independent charter, meaning the funds for Chico Unified students choosing this charter will leave CUSD and flow to Wildflower.

PROPOSED AGENDA ITEM: Resolution per Education Code 44256(b) – Resolution 1124-10, To
Allow Teachers with a Multiple Subject Credential to Teach a Specific
Subject below Grade 9

Prepared by: Bob Feaster, Assistant Superintendent, Human Resources

☐ Consent

Board Date September 1, 2010

☐ Information/Discussion

☒ Discussion/Action

Background Information

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

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

Kirsten Southam to teach Elementary PE/Health at Citrus Elementary

Educational Implications

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

Financial Implications

No applicable.

CHICO UNIFIED SCHOOL DISTRICT
1163 East Seventh St.
Chico, CA 95928-5999

RESOLUTION NO. 1124-10
Education Code §44256 (b)

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

WHEREAS, approval to teach a partial assignment in a departmentalized class below grade nine must be granted by resolution of the governing board of the district;

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

Kirsten Southam to teach Elementary PE/Health at Citrus Elementary

PASSED AND ADOPTED by the Board of Trustees of the Chico Unified School District at a special meeting held on September 1, 2010, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

President

TITLE: Approval of a subsequent Variable Term Waiver Request for a Designated Subject Special Services: Driver Education and Driver Training Credential for Certificated Employee Steven S. Sheridan

Action: ☒
Consent: ☐
Information: ☐

September 1, 2010

Prepared by: Bob Feaster, Assistant Superintendent-Human Resources

Background Information

Request approval of a subsequent Variable Term Waiver Request for a Designated Subject Special Services: Driver Education and Driver Training credential to cover the assignment of Certificated Employee (Steven S. Sheridan) to teach a Driver Education class during the 2010/11 school year beginning 08/23/10 (BLAST After School Program and Summer Session-if needed).

Educational Implications

Approval of this subsequent Variable Term Waiver Request will allow Mr. Sheridan to teach while completing the requirements for the credential.

Fiscal Implications

None

Additional Information

Recommendation

It is recommended that the Board of Education approve the subsequent Variable Term Waiver request for Steven S. Sheridan.



State Of California
Commission On Teacher Credentialing
Certification, Assignment and Waivers Division
Box 1559
Sacramento, CA 95812-1559

5.2.2.

Page 2 of 9

Telephone: (916) 323-7136
E-mail: waivers@ctc.ca.gov

VARIABLE TERM WAIVER REQUEST (WV1 Form)

Requests must be prepared by the employing agency, not the applicant. All materials must be clear enough to photocopy.

1. EMPLOYING AGENCY (include mailing address) Chico Unified School District 1163 E. 7th Street, Chico, CA 95928 NPS/NPA (list county code)	County/District CDS Code 04-61424	Contact Person: Heather Deaver Telephone #: 530-891-3000 E-Mail: hdeaver@chicousd.org
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2. APPLICANT INFORMATION

Social Security Number

All applicants must answer professional fitness questions (see #11). In addition, if fingerprint clearance is not on file at CTC, a completed LiveScan receipt (41-LS) must be submitted with this waiver request. If needed, a review by the Division of Professional Practices will be concluded before a waiver approval letter will be issued.

Full Legal Name **Sheridan** **Steven** **S.**
Last First Middle

Former Name(s) _____ Birth Date _____

Applicant's Mailing Address _____
Paradise, CA 95969

Credential Needed for Waiver **Desg. Subjects: Driver's Education & Training**

(List specific title and subject area of the credential that authorizes the assignment. Note that the subject must be one that is available under current regulations.)

Assignment **Year Round BLAST Program & Summer Session Driver Ed**

Indicate specific position and grade level (e.g. *chemistry teacher, grades 11-12*)

- For bilingual assignment list LANGUAGE: _____
- Is this a full time position? ☐ Yes ☒ No
- If not, indicate how many periods a day the individual will be teaching the waiver assignment(s)
- Is this a subsequent waiver? (see #9 for additional information) ☒ Yes ☐ No

3. EDUCATION CODE OR TITLE 5 SECTION TO BE WAIVED

Specific section(s) covering the assignment: **44260.4**

4. EFFECTIVE DATES

Waivers are dated effective the beginning date of service. Provide the ending date of your school term, track or year below. A justification *must* be included if the expiration date extends beyond the term, track or year.

Effective Dates (mm/dd/yyyy): **08** / **23** / **2010** to **07** / **30** / **2011**

Ending date of school term, track, or year: **06** / **30** / **2011**

5. STATEWIDE HIGH INCIDENCE AREA WAIVER REQUESTS:

a. INDICATE THE HIGH INCIDENCE AREA FOR THE ASSIGNMENT

- ☐ Special Education
- ☐ Clinical or Rehabilitative Services
- ☐ Speech-Language Pathology Services
- ☒ Driver Education and Training
- ☐ 30-Day Substitute

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

No copies are necessary if this is a recognized high incidence area.

- ☐ Advertised in local/national newspapers
- ☐ Advertised in professional journals
- ☐ Attended job fairs in California
- ☐ Attended recruitment out-of-state
- ☐ Contacted IHE placement centers
- ☐ Distributed job announcements
- ☐ Internet
- ☐ Other

Driver's Education is a recognized statewide high incidence area

c. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

N/A - This is a subsequent waiver request.

6. NON STATEWIDE LOW INCIDENCE AREA WAIVER REQUESTS:

a. INDICATE THE LOW INCIDENCE AREA FOR THE ASSIGNMENT

- ☐ Administrative Services
- ☐ Single Subject Teaching (all subject areas)
- ☐ Designated Subjects – except driver education and training
- ☐ Library Media Services
- ☐ Multiple Subject Teaching
- ☐ Pupil Personnel Services: Counseling, Psychology, Social Work
- ☐ Reading Specialist/Certificate
- ☐ Teacher of English Learner Students

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

Copies of announcements, advertisements, web site registration, etc. **must** be attached.

The employer must verify **all** of the following:

- ☐ Distributed job announcements
- ☐ Contacted IHE placement centers
- ☐ Internet (i.e. www.edjoin.org)

Optional recruitment methods:

- ☐ Advertised in local/national newspaper
- ☐ Attended job fairs in California
- ☐ Attended recruitment out-of-state
- ☐ Advertised in professional journals
- ☐ Other _____

c. PROVIDE DETAILED INFORMATION ABOUT THE RESULTS OF RECRUITMENT EFFORTS. BE SURE TO ANSWER EACH OF THE FOLLOWING QUESTIONS:

How many individuals credentialed in the authorization of the waiver request applied for the position? _____

How many individuals credentialed in the authorization of the waiver request were interviewed? _____

What were the results of those interviews? (Please indicate answers in numbers)

- _____ Applicant(s) withdrew
- _____ Candidate(s) declined job offer
- _____ Candidate(s) found unsuitable for the assignment

d. PROVIDE THE SPECIFIC EMPLOYMENT CRITERIA FOR THE POSITION

What special skills and knowledge are needed to successfully perform in this position? These should also be described in your recruitment advertisements and announcements.

e. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

Section 6a, b, c, d and e are not applicable to Driver Education. Driver Education is a statewide High Incidence Area Waiver request covered under Section 5.

7. REQUIREMENTS AND TARGET COMPLETION DATES FOR REACHING CREDENTIAL GOAL

List the requirements that the applicant must complete to be eligible for the document named above as the credential goal and a target date by which he or she plans to complete those requirements.

PROGRAM, COURSE, EXAMINATION, EXPERIENCE	TARGET COMPLETION DATE
Driver Education Certification	TBD
Will complete when program becomes available	
within a reasonable Geographical area.	

8. LIST THE NAME AND POSITION OF THE PERSON ASSIGNED TO PROVIDE SUPPORT AND ASSISTANCE TO THE APPLICANT DURING THE TERM OF THIS WAIVER

By assigning this individual, the employing agency makes a commitment to provide orientation, guidance and assistance to the applicant, as feasible, in completing the requirement(s) listed above.

Name **Jim Hanlon** Position **Principal**

9. SUBSEQUENT WAIVER REQUESTS

☒ Attached is a copy of a personnel evaluation that verifies the applicant served satisfactorily in the position authorized by the previous waiver.

10. IS THIS EMPLOYING AGENCY GEOGRAPHICALLY ISOLATED?

Would the applicant have to travel more than 1 1/2 hours one-way to attend an institution with an approved program to meet the credential goal?

☒ Yes ☐ No ☐ Not applicable (program completion is not a requirement)

11. PROFESSIONAL FITNESS QUESTIONS (to be answered by the applicant)

Answers to the following questions are required. If you answer "yes" to any question, a full explanation is required, using a separate sheet of paper. You must disclose all criminal convictions (misdemeanors and/or felonies) including convictions based on a plea of no contest. You must disclose a conviction no matter how much time has passed and even if the case has been dismissed pursuant to Penal Code Section 1203.4. You may omit misdemeanor marijuana-related convictions that occurred more than two years prior to this application, except convictions involving concentrated cannabis, which must be disclosed regardless of the date of such a conviction.

Warning: Failure to disclose any information requested is considered falsification of your application and is grounds for denial of your application and/or disciplinary action against your credential.

☐ Please check here if you have ever held any credential or license authorizing service in the public schools in another state.
State _____ Type of credential _____

<p>a. Have you ever been dismissed, non-reelected, or suspended without pay for more than ten days, or retired or resigned from, or otherwise left school employment because of allegations of misconduct or while allegations of misconduct were pending?</p> <p>If the answer is yes, you must submit a full explanation on a separate sheet of paper.</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input checked="" type="checkbox"/></p>
<p>b. Have you ever been convicted, including a conviction based on a plea of no contest, of any felony or misdemeanor in California or any other place? You must disclose your conviction even if the case was dismissed pursuant to Penal Code Section 1203.4. You may omit misdemeanor marijuana-related convictions that occurred more than two years prior to this application, except convictions involving concentrated cannabis, which must be disclosed regardless of the date of such a conviction.</p> <p>If the answer is yes, you must submit a full explanation on a separate sheet of paper. Include dates, location, offense, and a short summary of the incident(s) that led to the conviction(s).</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input checked="" type="checkbox"/></p>
<p>c. Are you currently the subject of any inquiry or investigation by a state or federal law enforcement agency or a licensing agency in California or any other state OR have you ever been the subject an inquiry or investigation by a state or federal law enforcement agency or a licensing agency in California or any other state regarding alleged misconduct that involved children or took place on school property?</p> <p>If the answer is yes, you must submit a full explanation on a separate sheet of paper. Include dates, location, agency name, and a short summary of the incident(s) that led to the investigation and the results of the investigation.</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input checked="" type="checkbox"/></p>
<p>d. Are any criminal charges currently pending against you?</p> <p>If the answer is yes, you must submit a full explanation on a separate sheet of paper. Include dates, location, and a short summary of the incident(s) that led to the charge(s).</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input checked="" type="checkbox"/></p>
<p>e. Is any disciplinary action now pending against you in any school district or with any other school employer?</p> <p>If the answer is yes, you must submit a full explanation on a separate sheet of paper. Include dates, type of action, school district or school employer name, and a short summary of the incident(s) that led to the pending action.</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input checked="" type="checkbox"/></p>
<p>f. Have you ever had any professional or vocational license or any credential, including but not limited to, any Certificate of Clearance, permit, credential, license or other document authorizing public school service or teaching revoked and/or otherwise subjected to any other disciplinary action (including an action that was stayed) <u>for cause</u> in California or any other state or place?</p> <p>If the answer is yes, you must submit a full explanation on a separate sheet of paper. Include dates, location, agency name, and a short summary of the incident(s) that led to the investigation and the results of the investigation.</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input checked="" type="checkbox"/></p>
<p>g. Have you ever had any application for a credential, including but not limited to, any Certificate of Clearance, permit, credential, license, or other document authorizing public school service or teaching, denied and/or rejected <u>for cause</u> in California or any other state or place?</p> <p>If the answer is yes, you must submit a full explanation on a separate sheet of paper. Include dates, location, name of licensing agency, and a short summary of the incident(s) that led to the denial or rejection.</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input checked="" type="checkbox"/></p>

12. PUBLIC NOTICE -- CHECK THE BOX THAT APPLIES

☒ **Public School District:** Attached is a copy of the agenda item presented to the governing board of the school district in a public meeting showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or his or her designee in item #14 below, the person signing verifies that the board acted upon the item favorably.

By submitting this waiver request the district is certifying that reasonable efforts to recruit a fully prepared teacher for the assignment(s) were made in the following order:

1. A candidate who is qualified to participate in an approved internship program in the region of the school district
2. An individual who is scheduled to complete initial preparation requirements within six months

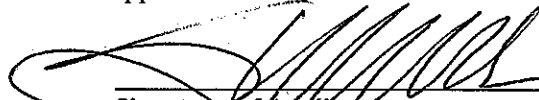
☐ **County Office of Education, State Agency, or Nonpublic, Nonsectarian School or Agency:** Attached is a dated copy of the notice that was posted at least 72 hours before the position was filled showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or administrator or his or her designee in item #14 below, the person signing verifies that there were no objections to this waiver request.

13. APPLICANT'S CERTIFICATION

I understand that in order to receive a subsequent waiver for this assignment I must pursue the completion of requirements to obtain full certification in the subject or area covered by this waiver request as specified in #7 above.

I understand that if my case is heard in a public meeting, all materials submitted to the Commission regarding my suitability, including grades and test scores, may be discussed.

I hereby certify (or declare) under penalty of perjury under the laws of the State of California that all of the foregoing statements in this application are true and correct.



Signature of Applicant
(Sign full legal name as listed in #2)

Date

14. EMPLOYING AGENCY CERTIFICATION *(To be signed by district or county superintendent, personnel administrator, NPS/NPA administrator, or designee.)*

The person for whom this waiver is requested will not be employed until he or she has been cleared by the Department of Justice under the provisions of Education Code Section 44332.6 and Section 44830.1 (AB1612). The employer acknowledges that the Commission's final approval of this individual's waiver will be determined by a fitness review covering, in part, criminal activity, including certain in-state and/or out-of-state convictions. If this waiver request is for service to special education children, the Special Education Local Planning Area (SELPA) has been notified of our intent to request this waiver.

I certify under penalty of perjury that the information provided in this report is accurate and complete.

Signature:  _____
Title: _____
Date: _____



Administrative Offices
1163 E. Seventh Street
Chico, CA 95928-5999

530/891-3000
fax 891-3220
www.ChicoUSD.org

Justification to Extend the Expiration Date beyond the ending date of School Term, Track or Year.

CUSD requests to extend the ending date of this waiver request for Steven Sheridan to teach Driver's Education to July 30, 2011. Mr. Sheridan will be teaching Driver's Education during the Summer Session of the 2010/11 school year (if needed). The summer session will end on July 29, 2011.



Administrative Offices

1163 E. Seventh Street
Chico, CA 95928-5999

530/891-3000

fax 891-3220

www.ChicoUSD.org

Chico High School
901 The Esplanade
Chico, CA 95926
(530) 891-3026

August 17, 2010

To Whom It May Concern:

I am writing to express my complete satisfaction with the performance demonstrated by Steve Sheridan as a secondary Driver's Education instructor for the BLAST program at Chico High School for the last several years. Steve's experience and expertise benefit all of the students that have taken his class.

Thank you,

Jim Hanlon

Principal, Chico High School

PROPOSED AGENDA ITEM: Board Policy Adoptions

Prepared by: Administration

☐ Consent

Board Date September 1, 2010

☐ Information Only

☒ Discussion/Action

Background Information

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

Education Implications

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

Fiscal Implications

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