

CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Special Session

Wednesday, February 1, 2012

6:00 p.m.

Sierra View Elementary / Multi-Purpose Room

1598 Hooker Oak Ave., Chico, CA 95926

AGENDA

6:00pm

1. CALL TO ORDER

2. CONSENT CALENDAR (5 minutes)

2.1. EDUCATIONAL SERVICES

- 2.1.1. Consider Expulsion of Students with the following IDs: 44075, 50472, 51462, 61957, 67619, 74814
- 2.1.2. Consider Expulsion Clearance of Students with the following IDs: 42707, 56153, 56904, 59283, 61499
- 2.1.3. Consider Approval of the Field Trip Request for the PVHS ROP Culinary II team to attend the Prostart / California Restaurant Education Foundation State Invitational for Gourmet and Management Teams State Competition in Sacramento, CA from 3/23/12-3/26/12
- 2.1.4. Consider Approval of the Consultant Agreement with The Community College Foundation to provide tutoring to students who have signed up for state-required Supplemental Services
- 2.1.5. Consider Approval of the Consultant Agreement with Syntelesys Inc. (Academic Tutoring Services) dba Academia de Servicios de Tutoria to provide tutoring to students who have signed up for state-required Supplemental Services
- 2.1.6. Consider Approval of the Consultant Agreement with Professional Tutors of America to provide tutoring to students who have signed up for state-required Supplemental Services
- 2.1.7. Consider Approval of the Consultant Agreement with Club Z In-Home Tutoring Service to provide tutoring to students who have signed up for state-required Supplemental Services
- 2.1.8. Consider Approval of the Consultant Agreement with Advance Kids to provide behavioral consultant services for students with autism (behavioral and functional adaptive living skills)
- 2.1.9. Consider Approval of the SELPA Local Plan Revision

3. DISCUSSION/ACTION CALENDAR

3.1. EDUCATIONAL SERVICES

6:05pm

- 3.1.1. Information: Report from CUSD Alternative Schools and Schools of Choice (John Bohannon) **(60 minutes)**

7:05pm

- 3.1.2. Information/PUBLIC HEARING: Sherwood Montessori Charter Renewal Public Hearing (John Bohannon) **(15 minutes)**

3.2. HUMAN RESOURCES

7:20pm

- 3.2.1. Information: Initial Proposal from the Chico Unified Teachers Association (CUTA) to the Chico Unified School District for Annual Reopeners for 2012/2013 (Bob Feaster) **(5 minutes)**

7:25pm

- 3.2.2. Information: Initial Proposal from the Chico Unified School District to the Chico Unified Teachers Association (CUTA) for Annual Reopeners for 2012/2013 (Bob Feaster) **(5 minutes)**

7:30pm **4. CLOSED SESSION**

Public comment on closed session items

**4.1. Public Employee
Discipline/Dismissal/Release**

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

Attending

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

**4.2. Conference with Legal Counsel -
Anticipated Litigation**

Per Government Code §54956.9(b),
the Board will meet in closed session
to discuss significant exposure to
litigation (one potential case)

Attending

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

5. ADJOURNMENT

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

Posted: 01/27/12
:mm

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

INFORMATION, PROCEDURES AND CONDUCT OF CUSD BOARD OF EDUCATION MEETINGS

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

CONSENT CALENDAR

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

STUDENT PARTICIPATION

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

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

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

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

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

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

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

WRITTEN MATERIAL:

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

COPIES OF AGENDAS AND RELATED MATERIALS:

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

AMERICANS WITH DISABILITIES ACT

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

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

PROPOSED AGENDA ITEM: Field Trip/Overnight/Prostart /California Restaurant
Education Foundation State Invitational for Gourmet and
Management Teams

Prepared by: Priscilla Burns, Instructor

☒ Consent

Board Date February 1, 2012

☐ Information Only

☐ Discussion/Action

Background Information

ROP Culinary II has been a member of Prostart Program for 8 years. The California Restaurant Association is the industry leader in providing technical assistance, advisory board membership, curriculum-standard validation, mentors and networking for students and secondary staff. The Prostart cup is an intense competition for both the gourmet and management teams. Both teams apply lots of applied academic in math and English. Communication skills are practiced and honed by both teams toward professional standards. Presentations, case studies, questioning and on-demand performances coupled with the demanding practiced performances add to the level of difficulty for both competitive teams. Scholarships are available for teams and individuals that place in the top 3 California places. 1st place teams are underwritten to Nationals through the CA restaurant Education Foundation.

Educational Implications

Standards based, problem based event with industry expert judges. This event is by invitation to Prostart only schools. It is a culminating project for the students on both teams. Scholarships and the most intense problem-based authentic assessments by industry experts make this is one of the best student evaluations toward mastery in the subject area. Student will be leaving Friday, March 23 and returning Monday March 26. The students will miss one day of school.

Fiscal Implications

Students have already raised all the funds to attend.

Please complete this form for All ASB field trips, camps, & conferences whether or not there are any expenses incurred. Please complete fill-in form on your personal computer before printing and submit to Lance Brogden or Pam Jackson.

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

2.1.3.
Page 2 of 2

FIELD TRIP REQUEST

TO: CUSD Board of Education

Date: 01/21/12

FROM: Priscilla Burns

School/Dept.: Pleasant Valley High /HECT

SUBJECT: Field Trip Request

Request is for Field Trip for Prostart Gourmet and Managment Teams to State Competition
(grade/class/group)

Destination: Sacramento Activity: Prostart Invitational

from 03/23/12 / 3:00 pm to 3/26/12 / 6:00pm
(dates) / (times) (dates) / (times)

Rationale for Trip: State Invitational Final for competitive co-curricular gourmet and management
ROP Culinary II teams

Number of Students Attending: 10 Teachers Attending: 1 Parents Attending: 1

Student/Adult Ratio: 5:2

Transportation: Private Cars x CUSD Bus _____ Charter Bus Name _____
Other: ROP Van

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

ESTIMATED EXPENSES:

Fees \$ 500 Substitute Costs \$ 100 Meals \$ 100
Lodging \$ 1,000 Transportation \$ 0 Other Costs \$ 1,000

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

Name FHA-HERO Acct. #: ASB \$ 2,000
Name Perkins Acct. #: 3550 \$ 800

Requesting Party

Date

Site Principal

Date



Approve/Minor



Do not Approve/Minor

or

or

Recommend/Major

Not Recommended/Major

(If transporting by bus or Charter)

Director of Transportation

Date

IF MAJOR FIELD TRIP

Director of Educational Services

Date



Recommend



Not Recommended



Approved



Not Approved

Board Action

Date

PROPOSED AGENDA ITEM: The Community College Foundation

PREPARED BY: Janet Brinson

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

Board Date: February 1, 2012

Background Information

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

Education Implications

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

Fiscal Implications

None to the General Fund.

Mandatory Instructions
(click to view)

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

Business Services Use Only

CA# _____

V# _____

CONSULTANT AGREEMENT

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

☒ On File (click to view) ☐ Attached

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

☒ On File (click to view) ☐ Attached

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

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

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

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

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

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

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

- 1) Title I
2)
3)

6. Account(s) to be Charged:

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

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

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

\$ 43.00 Per Unit, times 350 # Units = \$ 15,050.00 Total for Services

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

9. Additional Expenses:

\$
\$
\$ -0- Total for
\$ 15,050.00 Addit'l Expenses
Grand Total

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

CONSULTANT TERMS AND CONDITIONS

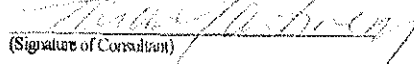
(Applicable, unless determined to be Contract Employee - See BS10a)

Consultant Name: **The Community College Foundation**

Business Services Use Only

CA# _____
V# _____

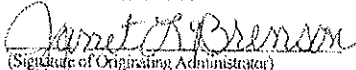
1. The Consultant will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Consultant Agreement. Consultant shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Consultant's employees.
2. Consultant shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page 1 of this Agreement.
3. In the performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.
4. If applicable, the Consultant will certify in writing, using Administration Form #3515.6, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
5. Consultant agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Consultant's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Consultant, and/or the Consultant's employee or agents.
6. Consultant will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the District.
7. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
8. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become applicable to Consultant, Consultant's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.
9. The District will determine whether the Consultant will be paid by vendor check as a Consultant or payroll check as a Contract Employee (with taxes withheld) by reviewing the completed Certificate of Independent Consultant Agreement (a blank sample may be viewed at http://www.chicousd.org/dept/business/documents/Consultant_Agreement.pdf). IRS publication SWR 40 and IRS Ruling 87-41 will assist in determining the payment method applied to this Agreement.
10. Consultant shall provide an original invoice to the Originating Administrator. Consultant shall be paid within 30 days of receipt of invoice and authorization of payment forwarded to the CUSD Accounts Payable department along with the original invoice.
11. Either party may terminate this agreement, with or without cause, upon 30 days' written notice to the other. Vendor shall be paid for work actually performed as of the date of receipt of such notice.
12. Consultant shall provide an original invoice to the Originating Administrator. Consultant shall be paid within 30 days of receipt of invoice and authorization of payment forwarded to the CUSD Accounts Payable department along with the original invoice.
13. Either party may terminate this agreement, with or without cause, upon 30 days' written notice to the other. Vendor shall be paid for work actually performed as of the date of receipt of such notice.
14. **AGREED TO AND ACCEPTED:** (If determined to be a Contract Employee, a payroll check will be issued with applicable taxes withheld.)


(Signature of Consultant)

Tara Martinez, Chief Admin.
(Print Name)

01/11/12
(Date)

15. RECOMMENDED:


(Signature of Originating Administrator)

Janet Brinson, Director
(Print Name)

1/11/12
(Date)

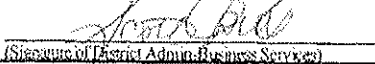
16. APPROVED:


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

Dave Scott, Director
(Print Name)

01/13/12
(Date)

APPROVED:


(Signature of District Admin. Business Services)

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

☐ **Contract Employee**
1/25/12
(Date)

17. Authorization for Payment:

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

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

PREPARED BY: Janet Brinson

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

Board Date: February 1, 2012

Background Information

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

Education Implications

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

Fiscal Implications

None to the General Fund.

Mandatory Instructions
(click to view)

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

Business Services Use Only

CA# _____

V# _____

CONSULTANT AGREEMENT

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



On File (click to view)



Attached

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



On File (click to view)



Attached

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

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

This agreement will be in effect from: 01/01/12

to 06/30/12

Location(s) of Services: (site)

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

3. Scope of Work to be performed:

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

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

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

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

- 1) Title I
2)
3)

6. Account(s) to be Charged:

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

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



Yes



No

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

\$ 55.00

Per Unit, times 300

Units =

\$ 16,500.00

Total for Services

(Unit:



Per Hour



Per Day



Per Activity)

9. Additional Expenses:

\$
\$
\$

-0-
\$16,500.00

**Total for
Additn'l Expenses
Grand Total**

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

CONSULTANT TERMS AND CONDITIONS

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

Business Services Use Only

CA# 2.1.5.
Page 3 of 3
V#

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

1. The Consultant will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Consultant Agreement. Consultant shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Consultant's employees.
2. Consultant shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page 1 of this Agreement.
3. In the performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.
4. If applicable, the Consultant will certify in writing, using Administration Form #3515.6., that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
5. Consultant agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Consultant's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Consultant, and/or the Consultant's employee or agents.
6. Consultant will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the District.
7. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
8. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become applicable to Consultant, Consultant's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.
9. The District will determine whether the Consultant will be paid by vendor check as a Consultant or payroll check as a Contract Employee (with taxes withheld) by reviewing the completed Certificate of Independent Consultant Agreement (a blank sample may be viewed at http://www.chicousd.org/dept/business/documents/Consultant_Agreement.pdf). IRS publication SWR 40 and IRS Ruling 87-41 will assist in determining the payment method applied to this Agreement.
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13. Either party may terminate this agreement, with or without cause, upon 30 days' written notice to the other. Vendor shall be paid for work actually performed as of the date of receipt of such notice.
14. **AGREED TO AND ACCEPTED:** (If determined to be a Contract Employee, a payroll check will be issued with applicable taxes withheld.)

(Signature of Consultant)

Carey Chrisman

(Print Name)

(Date)

15. RECOMMENDED:

(Signature of Originating Administrator)

Janet Brinson, Director

(Print Name)

(Date)

16. APPROVED:

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

Dave Scott, Director

(Print Name)

(Date)

APPROVED:

(Signature of District Admin-Business Services)



Consultant

Scott Jones, Director, Fiscal Services

(Print Name)



Contract Employee

(Date)

17. Authorization for Payment:

CHECK REQUIRED (Invoice to accompany payment request):

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

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

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

\$ _____
(Amount)

(Originating Administrator Signature – Use Blue Ink)

(Date)

PROPOSED AGENDA ITEM: Professional Tutors of America

PREPARED BY: Janet Brinson

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

Board Date: February 1, 2012

Background Information

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Education Implications

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

Fiscal Implications

None to the General Fund.

Mandatory Instructions
(click to view)

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

Business Services Use Only

CAB

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

- This agreement will be in effect from: 01/01/12 to 06/30/12
 Location(s) of Services: (site) Chapman, Citrus, McManus, Neal Dow, Parkview, Rosedale
 Elementary, Bidwell Jr., Chico Jr. High and Fair View High
 (attach separate sheet if necessary)
3. Scope of Work to be performed:
 Provide tutoring to students who have signed up for state-required Supplemental Services. Provider will pre- and post-test students and provide services based on students' needs. Provider will issue ongoing progress reports to CUSD per Agreement.
 4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant services:
 Title I, No Child Left Behind Supplemental Services requirement to provide parents with individual tutoring services for their children.

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

- 1) Title I
- 2)
- 3)

6. Account(s) to be Charged:

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

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

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

\$ 68.00 Per Unit, times 450 # Units = \$ 30,600.00 Total for Services

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

9. Additional Expenses:

\$
\$
\$

-0-
\$ 30,600.00

Total for
Additn'l Expenses
Grand Total

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

CONSULTANT TERMS AND CONDITIONS

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

Consultant Name: **Professional Tutors of America**

Business Services Use Only

CA# _____

V# _____

1. The Consultant will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Consultant Agreement. Consultant shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Consultant's employees.
2. Consultant shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page 1 of this Agreement.
3. In the performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.
4. If applicable, the Consultant will certify in writing, using Administration Form #3515.6, that criminal background checks have been completed 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/_skpt/business/documents/c Consultant_Agreement.pdf). IRS publication SWR 40 and IRS Ruling 87-41 will assist in determining the payment method applied to this Agreement.
10. Consultant shall provide an original invoice to the Originating Administrator. Consultant shall be paid within 30 days of receipt of invoice and authorization of payment forwarded to the CUSD Accounts Payable department along with the original invoice.
11. Either party may terminate this agreement, with or without cause, upon 30 days' written notice to the other. Vendor shall be paid for work actually performed as of the date of receipt of such notice.
12. Consultant shall provide an original invoice to the Originating Administrator. Consultant shall be paid within 30 days of receipt of invoice and authorization of payment forwarded to the CUSD Accounts Payable department along with the original invoice.
13. Either party may terminate this agreement, with or without cause, upon 30 days' written notice to the other. Vendor shall be paid for work actually performed as of the date of receipt of such notice.
14. **AGREED TO AND ACCEPTED:** (If determined to be a Contract Employee, a payroll check will be issued with applicable taxes withheld.)


(Signature of Consultant)

Robert Harraka, Director
(Print Name)

1/11/12
(Date)


15. RECOMMENDED:


(Signature of Originating Administrator)

Janet Brinson, Director
(Print Name)

1/24/12
(Date)


16. APPROVED:


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

Dave Scott, Director
(Print Name)

01/13/12
(Date)

APPROVED:


(Signature of District Admin. Business Services)

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

☐ Contract Employee
1/25/12
(Date)

17. Authorization for Payment:

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

PROPOSED AGENDA ITEM: Club Z In-Home Tutoring Service

PREPARED BY: Janet Brinson

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

Board Date: February 1, 2012

Background Information

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

Education Implications

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

Fiscal Implications

None to the General Fund.

CONSULTANT AGREEMENT

1. A completed BSI0a. "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: Club Z In-Home Tutoring Services, Inc.
Street Address/POB: 15310 Amberly Dr., Suite 110
City, State, Zip Code: Tampa, FL 33647
Phone: 813-931-5516
Taxpayer ID/SSN: 65-1262940

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

Location(s) of Services: (site) Please see Scope of Work for School Sites

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

Provide tutoring to students of Chapman, Citrus, McManus, Neal Dow, Parkview, Rosedale Elementary, Bidwell and Chico Jr. and Fair View High who have signed up for state-required Supplemental Services. Provider will pre- and post-test students and, accordingly provide appropriate services, along with ongoing progress reports.

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

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

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

- 1) Title I
2)
3)

6. Account(s) to be Charged:

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

\$ 65.00 Per Unit, times 400.00 # Units = \$ 26,000.00 Total for Services

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

9. Additional Expenses:

\$
\$
\$

Total for
0.00 Addit'l Expenses

\$ 26,000.00 Grand Total

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

(to be completed by Business Services)

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

Business Services Use Only

CA# _____

V# _____

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

- 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). 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)

David Jordy, Regional Director

(Print Name)

(Date)

12. RECOMMENDED:

(Signature of Originating Administrator)

Janet Brinson, Director

(Print Name)

(Date)

13. APPROVED:

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

Dave Scott, Director

(Print Name)

(Date)

APPROVED:

(Signature of District Admin. Business Services)



Consultant



Contract Employee

Small Janice Director Business Services

(Print Name)

(Date)

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

Partial Payment thru:

(Date)



Full or Final Payment

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

Send to Site Administrator:

(Date check required)



Mail to Consultant

\$

(Amount)

(Originating Administrator Signature – Use Blue Ink)

(Date)

PROPOSED AGENDA ITEM: Consultant Agreement - Advance Kids

Prepared by: David Scott

☒ Consent

☐ Information Only

☐ Discussion/Action

Board Date: 02/01/12

Background Information

Advance Kids provides behavioral consultant services for students with autism (behavioral and functional adaptive living skills). These services are needed in order to assist district personnel in addressing the behavioral and adaptive living skills of several CUSD students with autism.

Education Implications

To provide these students a free and appropriate public education (FAPE).

Fiscal Implications

\$10,000 for a Consultant Agreement from 2/1/2012 through 6/30/2012.

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: Advance Kids
Street Address/POB: 9755 Lincoln Village Dr.
City, State, Zip Code: Sacramento, CA 95827
Phone: 916-698-7854
Taxpayer ID/SSN: 68-0487185

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

Location(s) of Services: (site) Various

3. **Scope of Work** to be performed: (attach separate sheet if necessary)
Conduct functional analysis and follow-up of three CUSD students

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

FAPE

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

- 1) Special Education / SDC / Severe Programs
2)
3)

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

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	6500	0	5770	1110	5800	14	510
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)

\$ 85.00 Per Unit, times 117.65 # Units = \$ 10,000.00 Total for Services

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

9. **Additional Expenses:**

\$
\$
\$

Total for
0.00 Addit'l Expenses

\$ 10,000.00 Grand Total

(to be completed by Business Services)

CONSULTANT TERMS AND CONDITIONS

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

Consultant Name: Advance Kids

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 Advisory Form 100-1010, that criminal background checks have been completed as per 100-1010 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) Jonathan McCabe, M.A. B.C.B.A. 1/24/12
(Print Name) (Date)

12. RECOMMENDED:

(Signature of Originating Administrator) David Scott, Director Educational Services 01/25/12
(Print Name) (Date)

13. APPROVED:

(Signature of District Administrator, or Director of Categorical Programs) Scott Jones, Director Fiscal Services
(Print Name) (Date)

APPROVED:

(Signature of District Admin.-Business Services) ☒ Consultant ☐ Contract Employee
Scott Jones Director, Fiscal Services 1/25/12
(Print Name) (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				
<table border="0"> <tr> <td>\$ _____</td> <td>(Amount)</td> <td>(Originating Administrator Signature -- Use Blue Ink)</td> <td>(Date)</td> </tr> </table>		\$ _____	(Amount)	(Originating Administrator Signature -- Use Blue Ink)	(Date)
\$ _____	(Amount)	(Originating Administrator Signature -- Use Blue Ink)	(Date)		

PROPOSED AGENDA ITEM: SELPA Local Plan Revision

Prepared by: David Scott



Consent



Information Only

Board Date: 02/01/12



Discussion/Action

Background Information

Required local plan revision adding Achieve Charter School (chartered by the Paradise Unified School District) as an LEA member to the SELPA. SELPA Governance approved the application in November 2011.

Education Implications

Increase student achievement by providing appropriate services in the Least Restrictive Environment.

Fiscal Implications

Achieve Charter School will receive a portion of special education funding and will also assume responsibility to provide all legally required services to students with disabilities enrolled at the school.

BUTTE COUNTY SPECIAL EDUCATION LOCAL PLAN AREA

LOCAL PLAN CERTIFICATION

This is to certify that the Chico Unified School District Board, at its meeting on February 1, 2012, approved the Elements of the local plan. The agency herein represented will meet all applicable requirements of state and federal laws, regulations and state policies and procedures, including compliance with the Individuals with Disabilities Education Act, 20 USC 1400 et.seq, and its' implementing regulations under 34 CFR, Parts 300 and 303, Section 504 of Public Law, the Federal Rehabilitation Act of 1973, as amended, and the provisions of the California Education Code, Part 30 and Chapter 3, Division 1 of Title VI of the California Code of Regulations.

Superintendent

or

School District

Board President

Date

Agenda Item # _____

RESOURCE/CONTACT:

Date: _____

Prepared by: Roy L. Applegate, Ed.D.

Review / Approve Don McNelis

BOARD OF EDUCATION ACTION ITEM

TOPIC / ISSUE:

SELPA LOCAL PLAN REVISION

BACKGROUND:

Required local plan revision adding Achieve Charter School as an LEA member of the SELPA. SELPA Governance approved the application in November of 2011.

FINANCIAL IMPACT:

Achieve Charter School will receive a portion of special education funding but will also assume responsibility to provide service to children enrolled with disabilities.

RECOMMENDATION:

Approval

Mia Osborne-Ng
Sr. Executive Assistant
mng@bcoc.org

Board of Education

Dr. Ladd Johnson
Jeannine MacKay
Penda J. McLaughlin
Mr. Robert W. Dumas
Doreen Smith
Gaila Yarns
Mike Fritsch

1859 Bird Street
Oroville, CA 95965
(530) 522-5761
Fax (530) 522-5762
<http://www.bcoc.org>

Equal Opportunity

"WHERE CHILDREN COME FIRST"

AGENDA ITEM: Report from CUSD Alternative Schools and Schools of Choice

Prepared by: John Bohannon, Director

☐ Consent

Board Date February 1, 2012

☒ Information Only

☐ Discussion/Action

Background Information

CUSD is pleased to offer a variety of choices for families in Chico. This presentation will briefly explore the different options for students provided by CUSD.

Elementary School Programs: There are three unique options for elementary students – Hooker Oak Open Structured Classroom, Sierra View Academics Plus, and Rosedale Two Way Immersion School. The principal of each school will present a brief overview of their school.

Sierra View and Hooker Oak are registered as Alternative Schools of Choice. The California Department of Education requires Alternative Schools to self-evaluate themselves. The evaluation document reflects all of the state's requirements with the goal of displaying if the alternative philosophy of the school is beneficial to raising student achievement.

Alternative Schools: CUSD offers a comprehensive Alternative Education program. The program includes Fair View High School, Academy For Change (AFC), Center for Alternative Learning (CAL) and Oakdale Secondary Independent Study. Principal David McKay will provide a brief overview of the program.

Charter School: Inspire School of Arts and Sciences is the only dependent charter in CUSD. The school just received a five-year renewal for its charter. Principal Eric Nilsson will give an overview of the program.

Educational Implications

The recommendations within the plan helped guide initial SMART goals for the staff and set professional teaching goals for the 2011-2012 school year.

AGENDA ITEM: Sherwood Montessori Charter Renewal Petition Public Hearing

Prepared by: John Bohannon, Director

☐ Consent

Board Date February 1, 2012

☒ Information/PUBLIC HEARING

☐ Discussion/Action

Background Information

When a group files a petition to renew its charter school, a school district must hold a public hearing about the renewal petition within 30 days.

CUSD received a charter renewal petition for Sherwood Montessori on January 13, 2012.

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 within 60 days of the date the petition was submitted

Educational Implications

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

Fiscal Implications

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

Additional Information

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

Changes to Charter Petition

The Charter for Sherwood Montessori outlines the rules and regulations that will govern the school, determine the scholastic program, and guide the finances. The initial Charter was written and approved by Chico Unified School District prior to the opening of the school. In revising the Charter for the first renewal, the committee decided that the vast majority of the Charter was serving the mission well. Therefore, there are no significant changes. The changes that are incorporated are curricular and growth changes that are more reflective of the operation of the school during its first two years. The following list notes all changes to the petition except grammatical, spelling, and formatting changes. A document that shows all changes as editorial comments is available from the Board of Directors:

1. lili: Addition of section on 'Charter School Intent and Charter Assurances.'
2. Section 1.1: Change of growth plan to project out five years.
3. Section 1.3: Addition of specific language of how the Montessori approach applies to the 21st century learner.
4. Section 1.4: Addition of language of "Common Core Standards" (continue through remainder of charter); additional statement on teacher freedom when choosing specific curriculum.
5. Section 1.7: Clarity on how Montessori multi-age classrooms are defined; removal of the "Independent Study" project in 8th Grade.
6. Section 1.9: Removal of "after and before school tutoring."
7. Section 1.10: Addition of language on concurrent enrollment.
8. Section 2.2: Clarity of language on outcomes; change of language to "demonstrate a minimum attendance rate of 90% with a goal of 95%
9. Section 3.1: Changes to assessment section with removal of Albanesi curriculum; simplification of portfolios; additional assessments on reading and writing and math; removal of San Diego Quick and Straight Forward Math pre-assessment.
10. Section 3.2: Reword for clarity section on CUSD oversight report.
11. Section 4: Change duties of BOD to select and evaluate School Director instead of "administrative staff."
12. Section 4.2: Change "Office Manager" to "Administrative Assistant" (continue through remainder of charter); addition of section on Business Manager.
13. Section 4.3: Removal of SMPO representative as non-voting member of BOD as per new regulations.
14. Section 5: Replacement of "Administrative Staff" with "Director" as we do not have an Office Manager.
15. Section 8.1: Update with new state of California Kindergarten age requirements; removal of language about allowing exemptions.
16. Section 8.3: Change of lottery date to match CUSD request.
17. Section 11.0: Removal of CUSD's role in PERS and STRS contributions.
18. Section 17: Change of focus from Founding Team to 'Board of Directors'; removal of "List of Advisors."

19. Section 18: Removal of statement about 'no lease agreement.'
20. Section 19: Update to current growth model presented earlier in the charter.
21. Appendix A1 Financial Plan: Significant changes throughout to simplify narrative; construction of financial charts to match CUSD-approved reporting standards.
22. Appendix A2.1: Change in language about growth model.
23. Appendix A2.3: Removal of section about leasing a building outside of CUSD to allow for Proposition 39 option during the next 5 years.
24. Appendix A3.0: Removal of sentence stating the "Board of Directors has no intention of seeking out LEA status for Sherwood Montessori."
25. Appendix A.4.0: Simplification of language concerning reports to CUSD.
26. Appendix A5.0: Removal of references to Albanesi program.
27. AppendixA6.0: Replace with current calendar and also panels to show instructional minutes and days alongside state requirements.
28. Appendix A9.0: Addition of 2010-2011 Annual Performance Report.
29. Appendix A10.0 Addition of Family Handbook.

SHERWOOD MONTESSORI

746 Moss Ave.
Chico, CA 95926
(530) 345-6600
(530) 345-6620

CUSD Board of Directors
1163 E. Seventh St.
Chico, CA 95928

January 13, 2012

Dear Members of the Chico Unified School District Board of Education,

Sherwood Montessori offers a unique educational approach to the community of Chico, utilizing traditional Montessori methods, established over 100 years ago and implemented worldwide. Research on outcomes for students educated using the Montessori method document positive effects in terms of academic skills as well as social cognition, executive control, perception of school community, and concern for fairness and justice. Well known Montessori graduates include former first lady Jaqueline Bouvier Kennedy Onassis, Prince William and Prince Harry of the English Royal Family, the founders of Google: Sergey Brin and Larry Page, Wikipedia founder Jimmy Wales, and music mogul Sean "P. Diddy" Combs. Advocates of the Montessori method of education include Jean Piaget, Eric Erikson, Thomas Edison, Alexander Graham Bell, Mister Rogers and Willie Nelson. On December 2, 2009 members of the Board of Education of Chico Unified School District made it possible for Chico area parents to choose the Montessori method for their children when it approved the Sherwood Montessori Charter Petition.

First Two Years

Sherwood's inaugural year included triumphs and challenges. As a new school, our identity is malleable and, as indicated in our Mission Statement, we seek input and high levels of involvement from parents, students, and faculty. With so many voices contributing to the formation of our community, it was perhaps inevitable that some would be disappointed when their vision did not mesh with the equally inevitable adjustments in the School's evolution. The Directors, teachers, parent leaders and administration adhered to the tenets outlined in our Charter Petition and continued to develop an authentic public Montessori school for the benefit of the greater Chico community.

As a result of these efforts, our students have thrived. They have been recognized as prize-winning writers in local contests sponsored by the Chico News and Review and Butte Literacy Council and prize-winning scientists in the Chico Science Fair. Our students' salsa entries in the Saturday Farmers' Market have won ribbons two years running. The joy from these accomplishments comes not from the

recognition; competition is not the focus in the Montessori approach, but in the creating and giving of something of value to the community.

Coordinated School Health Program

While Sherwood is in its infancy, it has already emerged as a leader in the movement to improve healthy lifestyles for children. We were awarded a Partnership for a Healthier America kitchen equipment grant, \$2,000 value, through first lady Michelle Obama's *Let's Move* program to end childhood obesity. Chico Mayor Ann Schwab attended Chico's first *Let's Move Chico* meeting hosted by Sherwood where she read a proclamation in our garden announcing Chico's joining the *Let's Move* campaign while wearing a student-made paper crown. Chef Richie Hirshen, our cooking and gardening instructor, has developed partnerships with Chico State University and Chico High School to develop an internship program. He has also mentored Chef Alex Cilensek who has gone on to partner with Chapman Elementary bringing the *Chef's Move to Schools* program to a CUSD neighborhood school.

Our cooking and gardening program is an integral part of the middle school program and is based on Montessori's vision of education for adolescents she called *Erdkinder*, or "Earth Children". The program responds to the need to have academic lessons grounded in real life experiences, authentic opportunities for responsibility and ownership over one's own education, and a connection to the natural world. All of our students, beginning in kindergarten, participate in gardening and cooking classes. Middle school students have additional responsibilities to plan, prepare, and conduct on-campus Friday afternoon farmers' markets. The markets are community building events, and funds raised are directed back into the gardening and cooking program for projects such as our *Smart Garden: Full Circle Cookbook for Young Gardeners and Chefs* (on sale at Lyon's Books, S&S Produce, and Monk's Wine Bar), and philanthropic ventures such as the Recreation and Dreams for Kids with Cancer (RAD) Spring Event held at Sherwood.

Erdkinder Program

Our *Erdkinder* upper grades program included several days and nights at the Web of Life Field (WOLF) Outdoor Science School in the Santa Cruz Mountains. The WOLF school provides a stellar outdoor education experience, and our students came home with lifelong memories and a deeper understanding of life and earth science content. This year, a rafting trip on the lower Yuba River led by Environmental Traveling Companions (ETC), complemented the middle school's in-depth study of local salmon populations. Donations from Build.com and ETC, solicited by Kelli Kurth, our middle school math and science teacher, helped offset the cost of the trip.

Standardized Test Results

Analysis of STAR test data demonstrates our students benefit from our program. Our inaugural year overall Academic Performance Index (API) score was 807, which satisfies the requisite statewide target performance of 800 or above set by the California Department of Education.

Data analysis reveals that our language arts program is highly successful with 72% of students tested scoring at proficient levels or advanced. The success of the language arts program is founded on early intervention and a committed focus on building critical thinking skills. We are particularly proud of the reading and writing program provided by instructor Danielle Mennucci. Her teaching and encouragement is responsible for the number of students involved with local poetry and prose competitions. Intervention is provided by all staff at Sherwood Montessori, including Paula Stern, SBIT coordinator, who holds Elementary Teaching Multiple Subjects and Special Education Credentials. Paula's services are in addition to services provided through CUSD for special education. Our School Director, who holds a Specialist Instruction Reading Credential, is also a part of the intervention program and provides daily guided reading instruction to students not yet at grade level. While rooted in a traditional Montessori approach, Sherwood is dedicated to selecting the most effective innovative practices; our school-wide approach to literacy instruction demonstrates our commitment to being a professional learning community.

Small class size numbers preclude us from publicizing student scores in science and history/social studies; however combining the scores in these subjects gives us a participant number greater than 10, preserving our students' privacy. When scores are combined, 72% of our students scored at proficient levels or advanced. No students at Sherwood scored below basic or far below basic in science or history/social studies.

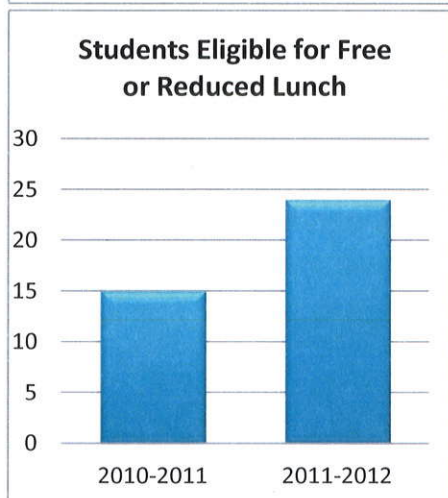
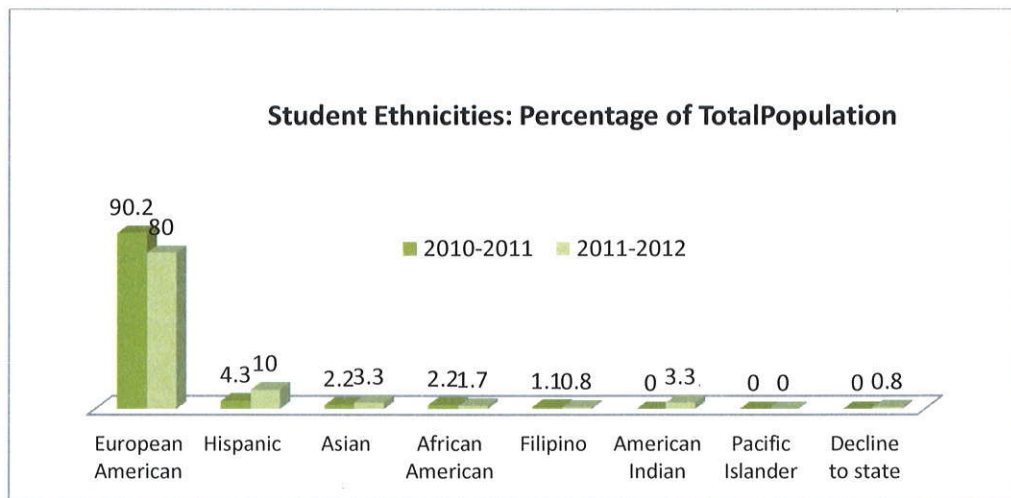
Changes to Math and Science Program

Standardized test scores have identified the math program as an area of focus for improvement. While these results reflect a diverse population from various educational backgrounds (traditional, Montessori, Waldorf, homeschool) in the first year of a new, Montessori school, the staff and Board of Directors viewed the scores as an opportunity for focused development. We have designed and implemented changes to promote growth in our students' math skills. Our action agenda for improving our math instruction school-wide includes the following:

- Hired a 0.5 FTE math and science teacher for the middle school program
- Hired a math intervention instructor to work with students who are below grade level in math
- Joined the National Council of Teachers of Mathematics (NCTM)
- Formed Math Club after school tutoring twice a week after school
- Offered multiple tracks of state-adopted texts to best suit student abilities
- Analyzed data for trends at the school level, grade level, and classroom level
- Attend professional development in math intervention strategies offered through the Butte County Office of Education-upcoming
- Pilot intervention strategies and evaluate their effectiveness-upcoming
- Scrutinize the role of language in math education and develop effective practices-ongoing
- Improve students' abilities to generalize concepts they are learning using Montessori materials and successfully apply them during standardized testing-ongoing

Increasing Diversity

Sherwood continues to strive for diversity which we believe enhances the learning experiences of our students. Our outreach efforts include underwriting radio shows on KZFR with high Latino and Hmong audiences, translating school documents and recruitment materials, and offering an individualized Spanish language program affording native speakers opportunity to write Spanish compositions and read authentic Spanish literature. We also hosted a parent information fair at the Dorothy Johnson Center last spring and invited all public schools of choice in Chico, including charter schools as well as alternative District programs. During the planning year, Board member Jill Bailey worked tirelessly to establish the Healthy Lunch and Lifestyle Project based in Redding to ensure that not only would our students have access to nutritional lunches, but families who rely on free or reduced priced lunch would have this resource at Sherwood. The best recruitment vehicle has been earning the trust and respect of community members as they spread awareness of our program through word of mouth. Families have brought friends and extended family members to us, and the effectiveness of our program has been the best advertisement for our school.



School Governance

The Board of Directors' focus over the course of the first year was on developing policies to guide the school and providing leadership through its inevitable challenges. As a new Board, we attended sessions on board governance provided by the California Charter Schools Association, met with attorneys to discuss best practices, and the board chair (R. Shapiro) attended a conference on charter school governance. While the success of the Board is hard to quantify, it is noteworthy that in our first two years we have had a steady and dedicated Board of Directors, no legal actions, few family or employee complaints, a successful and productive performance evaluation of our school Director, and a sound fiscal program. Areas of improvement have been identified and changes made to improve school governance. For the first school year, the chair also served as a 'business manager' in order to reduce the burden on our cash flow. We have remedied that in our second year by hiring services through David McCready of the Finances Office of Butte County Office of Education.

New Board members were elected in April and the focus was on recruiting individuals with experience with governance, law, and finances. The new board members (Stephen Lucas, Rae Morrison, and Erwin Williams) have brought a fresh focus in the second year to improving the policy development and public accountability of the school. It is the goal of the Board to recruit education specialists during the next elections in April of this year.

The members of the Board of Directors of Chico Unified School District have a formidable responsibility to the children and families of the Chico community. While legally and perhaps philosophically compelled to support innovative programs through charter school development, the task of providing oversight is significant. Sherwood appreciates the weight of this undertaking and is pleased to offer a truly unique and highly effective program to the Chico Unified portfolio. We look forward many future years of a mutually beneficial partnership.

Sincerely,

Michelle Yezbick

School Director

Russell Shapiro

Chair, Board of Directors

cc: John Bohannon, Director of Alternative Programs

Enclosure:

Charter for the Renewal of Sherwood Montessori
Changes to Charter Petition

AGENDA ITEM: Initial Proposal from the Chico Unified Teachers Association (CUTA) to the Chico Unified School District for Annual Reopeners for 2012/2013

Prepared by: Bob Feaster, Assistant Superintendent, Human Resources

☐ Consent

Board Date February 1, 2012

☒ Information Only

☐ Discussion/Action

Background Information:

Article 15 of the collective bargaining agreement (CBA) between the District and CUTA states in part:

"No later than February 1, the CUTA and the District shall exchange their initial proposals for the next school year(s). The proposals shall be presented to the Governing Board at the next meeting of the Board."

CUTA provided a copy of their initial proposal to the District. That proposal is now ready to come forward to the Board of Education for information and comment and for public comment.

The CBA also states that negotiations between the parties will begin within eight (8) days of both the District's and CUTA's initial proposals coming to the Board of Education in this manner.

Educational Implications:

None known until an agreement is reached.

Fiscal Implications:

None known until an agreement is reached.



CHICO UNIFIED TEACHERS ASSOCIATION
819 E. Fifth Ave Chico, CA 95926
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Dear CUSD School Board, Kelly Staley and Bob Feaster,

CUTA has completed our process (surveying members, Bargaining Team recommendation and E-board voting) regarding sunshining our proposal for the '12/'13 school year negotiations. In addition to Articles 8 and 9, CUTA will be opening Article 7, Class Size. We have an interest in looking at areas including, but not limited to, Nursing and Speech Therapist ratios, setting a date as to when counselor ratios are determined/measured and issues resulting from high proportions of special education students placed in elective classes.

Thank You,
Kurt Rix
Bargaining Chair

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The District provided a copy of their initial proposal to the CUTA. That proposal is now ready to come forward to the Board of Education for information and comment and for public comment.

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**INITIAL PROPOSAL
of the
CHICO UNIFIED SCHOOL DISTRICT
to the
CHICO UNIFIED TEACHERS ASSOCIATION**

(Annual Reopeners for 2012/2013)

The Chico Unified School District ("District") and the Chico Unified Teachers Association ("Association" or "CUTA") are parties to a collective bargaining agreement that will expire on August 2014.

After discussions with District leadership, CUSD has established its proposal for the 2012-2013 year negotiations.

The reopener provision is set forth at Article 19.2 of the collective bargaining agreement. It provides that Article 8 and Article 9 are open, plus one additional article by each party.

The District chooses Article 6, Hours of Employment, as its reopener. The District's interests in opening this article include but are not limited to:

1. Start/End Time
2. Extended Day Kindergarten
3. Explore ways to provide Elementary Preparation Time in a more cost efficient manner.
4. Professional Development. Explore ways to:
 - provide an opportunity for collaboration
 - enable teachers to spend more time for the purpose of exploring alternative practices and approaches to enhance student learning.
 - implement a proactive assessment and professional development plan.