

CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Special Meeting – October 3, 2012

Closed Session – 4:00 p.m.

Regular Session – 6:00 p.m.

Inspire School of Arts and Sciences, Building PC 16

901 Esplanade, Chico, CA 95926

AGENDA

1. CALL TO ORDER

- 1.1. Public comment on closed session items

2. CLOSED SESSION

2.1. Update on Labor Negotiations

Employee Organizations:

Representatives:

CUTA

CSEA, Chapter #110

Kelly Staley, Superintendent

Bob Feaster, Asst. Superintendent

Maureen Fitzgerald, Asst. Superintendent

Dave Scott, Asst. Superintendent

Joanne Parsley, Director

Ted Sullivan, Principal

Debbie Aldred, Principal

Jay Marchant, Principal

Jim Hanlon, Principal

2.2. Liability Claim

Claim No. 120153

Attending:

Kelly Staley, Superintendent

Bob Feaster, Asst. Superintendent

Maureen Fitzgerald, Asst. Superintendent

Dave Scott, Asst. Superintendent

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

3. RECONVENE TO REGULAR SESSION

- 3.1. Call to Order

- 3.2. Report Action Taken in Closed Session

4. CONSENT CALENDAR

4.1. EDUCATIONAL SERVICES

- 4.1.1. Consider Approval of the Consultant Agreement with Carol Lams to Manage the Carol M. White Physical Education Program (PEP) Grant

- 4.1.2. Consider Approval of the Consultant Agreement with Abeo School Change to Provide Professional Development and Coaching Support for the College Prepared Project at Three Secondary Schools

- 4.1.3. Consider Approval of the Consultant Agreements (five total) with: 1) Professional Tutors of America; 2) Club Z In-Home Tutoring Service; 3) The Community College Foundation; 4) 100 Percent Learning Fun Center; and 5) A+ Educational Centers to Provide Tutoring to Students That Have Requested State-Required Supplemental Services

- 4.1.4. Consider Approval of the Consolidated Application for Funding Categorical Programs

5. DISCUSSION/ACTION CALENDAR

5.1. EDUCATIONAL SERVICES

- 5.1.1. Information: Overview of K-12 Visual and Performing Arts Student Offerings (Joanne Parsley)

5.2. BUSINESS SERVICES

5.2.1. **Discussion/Action**: Inspire at Chico High School (Michael Weissenborn)

6. **ADJOURNMENT**

Posted: 09/28/12
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 PARTICIPATION FOR ITEMS ON THE AGENDA (Regular and Special Board Meetings)

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

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

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

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

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

WRITTEN MATERIAL:

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

COPIES OF AGENDAS AND RELATED MATERIALS:

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

AMERICANS WITH DISABILITIES ACT

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

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

PROPOSED AGENDA ITEM: Consultant Agreement: Carol Lams

Prepared by: Janet Brinson

☒ Consent
☐ Information Only
☐ Discussion/Action

Board Date: October 3, 2012

Background Information

The Chico Unified School District has recently been awarded a three-year Carol M. White Physical Education Program (PEP) grant to incorporate physical education and nutrition activities and instruction into our after-school programs at nine sites (Chapman, Citrus, Neal Dow, Rosedale, McManus, Parkview, Fair View, Chico Junior, and Bidwell). Carol Lams, who currently works with our schools through the SCNAC program, will be hired full-time as a contract employee to oversee this program. Carol's familiarity with our schools, as well as her education and experience in the fields of nutrition and recreation, give her the skills and experience to make this program a success.

Educational Implications

This grant will extend the standards-based physical education program provided into the school day into the after school program, and link it to other initiatives within the community (such as Let's Move). Nutrition education will also be emphasized, with the ultimate goal of empowering students to make lifelong healthy choices.

Fiscal Implications

No impact to the general fund. This position will be funded through the Carol M. White PEP grant.

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

CONSULTANT AGREEMENT

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

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

Name: Carol Lams
Street Address/POB: 455 Mill Creek Dr.
City, State, Zip Code: Chico, Creek 95973
Phone: [REDACTED]
Taxpayer ID/SSN: [REDACTED]

This agreement will be in effect from: 10/04/12 to: 06/30/13

Location(s) of Services:

Chico Unified School District Elementary School Sites

3. Scope of Work to be performed: (attach separate sheet if necessary)
Consultant will work full time to manage all aspects of the Carol M. White Physical Education Program (PEP) grant, including program oversight, monitoring program activities, overall budget and providing all required reports.
4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant Services:
Board-adopted goal #2: to provide a safe, healthy and engaging environment for learning to take place.
5. Funding/Programs Affected: (corresponding to accounts below)
1) Carol M. White Physical Education Program Grant
2)
3)

6. Pct. (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Site	Manager
1) 100	01	5822	0	1110	1000	xxxx	570	6700
2)								
3)								

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

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

★ \$ 8,500.00 Per Unit, times 10.00 #Units = \$ 85,000.00 Total for Services

9. Additional Expenses

★ Minus Eleven Percent Administrative Costs over Ten Month Period	\$-9,350.00 \$	Total of Additional Expenses Grand Total
		\$ -9,350.00 \$ 75,650.00

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

CONSULTANT TERMS AND CONDITIONS

CA#

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

Consultant Name: Carol Lams

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/documents/BUSINESS/Consultant Agreement/BS 10a 11 04 rev.pdf](http://www.chicousd.org/documents/BUSINESS/Consultant%20Agreement/BS%2010a%2011%2004%20rev.pdf). IRS publication SWR 40 and IRS Ruling 87-41 will assist in determining the payment method applied to this Agreement.
10. Consultant shall provide an original invoice to the Originating Administrator. Consultant shall be paid within 30 days of receipt of invoice and authorization of payment forwarded to the CUSD Accounts Payable department along with the original invoice.
11. Either party may terminate this agreement, with or without cause, upon 30 days' written notice to the other. Vendor shall be paid for work actually performed as of the date of receipt of such notice.

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

(Signature of Consultant)

Carol Lams

(Printed Name)

Date

13. RECOMMENDED:

(Signature of Originating Administrator)

Janet Brinson, Director

(Printed Name)

Date

14. APPROVED:

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

Dave Scott, Asst. Superintende

(Printed Name)

Date

APPROVED:

(Signature of District Admin, Business Services)

Peter VanBuskirk

(Printed Name)

Date



Consultant



Contract Employee

15. Authorization for Payment:

CHECK REQUIRED (Invoice to accompany payment request):



Partial Payment through: _____

Date



Full or Final Payment

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



Send to Site Administrator: _____

(Date Check Required)



Mail to Consultant

\$

(Amount)

(Originating Administrator Signature- Use Blue Ink)

(Date)

PROPOSED AGENDA ITEM: Consultant Agreement: Abeo School Change

Prepared by: Janet Brinson

☒ Consent
☐ Information Only
☐ Discussion/Action

Board Date: October 3, 2012

Background Information

Abeo School Change provides customized support in teaching and learning to schools and districts. Approximately 35 teachers and administrators from Chico High, Pleasant Valley High, and Fair View High worked with Abeo consultants last spring in a College Prepared Project (CPP), where teachers worked with consultants and their peers to design instructional tasks and assignments that force students to think critically and engage in the “authentic intellectual work” that will be required of them in college and careers. It included specific “targets” (rubrics) that help teachers to measure the rigor of their assignments, the quality of student work that is produced, and the effectiveness of their classroom instruction. The consultants also spent time on each of the three campuses facilitating peer observations, where participating teachers observed in peers’ classrooms and provided feedback.

For 2012-13, up to forty additional teachers from Chico High, Pleasant Valley, and Inspire will take part in the College Prepared Project. (Fair View teachers were invited but were unable to participate this year due to timing). In addition, any teachers who participated last year and would like to continue to refine their skills in instructional design and peer-facilitated observations will have the opportunity to do so. Abeo consultants will make three four-day visits to Chico (with a fourth visit possible in August, contingent upon availability of funding). Each visit will consist of one Institute day, and follow-up on-site coaching.

Educational Implications

Much of our recent professional development has focused on curriculum and assessment. Abeo’s work will help us to focus the third part of this triad—instruction. This focus will also help teachers to ensure that their curriculum and assessments continue to be aligned with instruction, and that all three prepare students not only to succeed in high-stakes testing, but to become college / career *aware*, college / career *eligible*, and college / career *prepared*. Finally, Abeo’s focus on critical thinking is tightly aligned with the Common Core Standards.

Fiscal Implications

No impact to the general fund. Site Title II Professional Development funding will pay for the CPP work (\$40,000). In addition, four CUSD teachers received a Teacher-Based Reform (TBAR) grant through CSU Chico for professional development. They are using these TBAR funds to pay for additional customized coaching from the Abeo consultants (\$6,750), and combining this coaching with the already-planned visits to Chico to lower travel costs.

Mandatory Instructions
(click to view)

CA#

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

CONSULTANT AGREEMENT

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

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

Name: Abeo School Change
Street Address/POB: 500 Aurora Ave. N #305
City, State, Zip Code: Seattle, WA 98109
Phone: 206-817-9344
Taxpayer ID/SSN: 31-1652434

This agreement will be in effect from: October 8, 2012 to: June 30, 2013

Location(s) of Services:

Chico High, Pleasant Valley High, Inspire, District Office (Large Conference Room)

3. Scope of Work to be performed: (attach separate sheet if necessary)
 To provide professional development and coaching support for the College Prepared Project at three Chico USD secondary schools. A total of three four-day visits, combining full-day institutes and site-based coaching, will be provided to up to 70 teachers and administrators.
4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant Services:
 LEA Plan Goal 1: Fully align curriculum, instruction and assessment with content standards
5. Funding/Programs Affected: (corresponding to accounts below)
 - 1) Title II Teacher Quality (from each of the participating secondary sites)
 - 2) TBAR grant (through CSU Chico)
 - 3)

6.	Pct. (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Site	Manager
1)	85.6%	01	4035	0	1110	1000	5800	xx	
2)	14.4%						5800		
3)							5800		

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

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

\$ **3,895.83** Per Unit, times **12.00** #Units = \$ **46,749.96** **Total for Services**

9. Additional Expenses

\$
\$

Total of Additional
 Expenses
 \$ 0.00
 \$ 46,750.00 **Grand Total**

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

October 3, 2012

CONSULTANT TERMS AND CONDITIONS

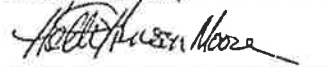
(Applicable, unless determined to be Contract Employee-See BS 10a)

CA#

Consultant Name: Abeo School Change

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/documents/BUSINESS/Consultant Agreement/BS 10a 11 04 rev.pdf](http://www.chicousd.org/documents/BUSINESS/Consultant%20Agreement/BS%2010a%2011%2004%20rev.pdf)). IRS publication SWR 40 and IRS Ruling 87-41 will assist in determining the payment method applied to this Agreement.
10. Consultant shall provide an original invoice to the Originating Administrator. Consultant shall be paid within 30 days of receipt of invoice and authorization of payment forwarded to the CUSD Accounts Payable department along with the original invoice.
11. Either party may terminate this agreement, with or without cause, upon 30 days' written notice to the other. Vendor shall be paid for work actually performed as of the date of receipt of such notice.

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


(Signature of Consultant)

Holli Hanson-Moore

(Printed Name)

Date

13. RECOMMENDED:


(Signature of Originating Administrator)

Janet Brinson

(Printed Name)

Date

9/19/12

14. APPROVED:



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

Dave Scott

(Printed Name)

Date

09/19/12

APPROVED:



(Signature of District Admin, Business Services)



Consultant



Contract Employee

Pete Van Buskirk

(Printed Name)

Date

9/19/12

15. Authorization for Payment:

CHECK REQUIRED (Invoice to accompany payment request):

☐ Partial Payment through: _____
☐ Full or Final Payment

Date

DISPOSITION OF CHECK by Accounts Payable:

(check released upon completion of services)

☐ Send to Site Administrator: _____
☐ Mail to Consultant

(Date Check Required)

\$

(Amount)

(Originating Administrator Signature- Use Blue Ink)

(Date)

AGENDA ITEM: Consider Approval of Consultant Agreements (five total) with: 1) Professional Tutors of America, 2) Club Z In-Home Tutoring Service, 3) The Community College Foundation, 4) 100 Percent Learning Fun Center, and 5) A+ Educational Centers

Prepared by: Janet Brinson, Director

☒ Consent

Board Date October 3, 2012

☐ Information Only

☐ Discussion/Action

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.

Educational 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.

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

CONSULTANT AGREEMENT

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

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

Name: Professional Tutors of America
Street Address/POB: 3550 E. Birch, Suite 108
City, State, Zip Code: Brea, California 92821
Phone: 800-832-2487 Fax: 714-671-1887
Taxpayer ID/SSN: 33-0015574

This agreement will be in effect from: 10/04/12 to: 05/31/13

Location(s) of Services:

In-Home or Public Library

3. Scope of Work to be performed: (attach separate sheet if necessary)
Provide tutoring to students that have requested state-required Supplemental Services. Provider will pre- & post-test students and provide services based on students' assessed needs. Provider will issue ongoing progress reports
4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant Services:
Title I requirement to provide individual tutoring services for program-qualified students.

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

- 1) Title I
- 2)
- 3)

6.	Pct. (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Site	Manager
1)	100	01	3010	0	1012	1000	5800	510	6700
2)							5800		
3)							5800		

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

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

\$ 1,070.93 Per Unit, times 53.00 #Units = \$ 56,759.29 Total for Services

9. Additional Expenses

Sixty Eight Dollars per hour allows 53 students	\$		Total of Additional
approximately 15.75 hours of tutoring.	\$	\$ 0.00	Expenses
		\$ 56,759.29	Grand Total

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

CONSULTANT TERMS AND CONDITIONS

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

CA# 4.1.3.
Page 3 of 11**Consultant Name:** Professional Tutors of America

1. The Consultant will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Consultant Agreement. Consultant shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Consultant's employees.
2. Consultant shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page I of this Agreement.
3. In the performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.
4. If applicable, the Consultant will certify in writing, using Administration Form #3515.6, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
5. Consultant agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Consultant's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Consultant, and/or the Consultant's employee or agents.
6. Consultant will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the District.
7. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
8. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become applicable to Consultant, Consultant's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.
9. The District will determine whether the Consultant will be paid by vendor check as a Consultant or payroll check as a Contract Employee (with taxes withheld) by reviewing the completed Certificate of Independent Consultant Agreement (a blank sample may be viewed at: [http://www.chicousd.org/documents/BUSINESS/Consultant Agreement/BS 10a 11 04 rev.pdf](http://www.chicousd.org/documents/BUSINESS/Consultant%20Agreement/BS%2010a%2011%2004%20rev.pdf). IRS publication SWR 40 and IRS Ruling 87-41 will assist in determining the payment method applied to this Agreement).
10. Consultant shall provide an original invoice to the Originating Administrator. Consultant shall be paid within 30 days of receipt of invoice and authorization of payment forwarded to the CUSD Accounts Payable department along with the original invoice.
11. Either party may terminate this agreement, with or without cause, upon 30 days' written notice to the other. Vendor shall be paid for work actually performed as of the date of receipt of such notice.

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


(Signature of Consultant)

Robert Harraka

(Printed Name)

9-26-12
Date

13. RECOMMENDED:



(Signature of Originating Administrator)

Janet Brinson, Director

(Printed Name)

9-26-12
Date

14. APPROVED:


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

Dave Scott, Asst. Superintende

(Printed Name)

09/26/12
Date

APPROVED:


(Signature of District Admin, Business Services)



Consultant



Contract Employee

Peter VanBuskirk

(Printed Name)

9/26/12
Date

15. Authorization for Payment:

CHECK REQUIRED (Invoice to accompany payment request):



Partial Payment through: _____

Date



Full or Final Payment

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

Send to Site Administrator: _____

(Date Check Required)



Mail to Consultant

\$ _____

(Amount)

(Originating Administrator Signature- Use Blue Ink)

(Date)

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

CONSULTANT AGREEMENT

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

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

Name: Club Z In-Home Tutoring Services, Inc.
Street Address/POB: 15210 Amberly Drive, Suite 185
City, State, Zip Code: Tampa, Florida 33647
Phone: (813) 931-5516
Taxpayer ID/SSN: 65-1262940

This agreement will be in effect from: 10/04/12 to: 05/31/13

Location(s) of Services:

In-Home or Public Library

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

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

- 1) Title I
2)
3)

6. Pct. (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Site	Manager
1) 100	01	3010	0	1012	1000	5800	510	6700
2)						5800		
3)						5800		

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

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

\$ 1,070.93 Per Unit, times 35.00 #Units = \$ 37,482.55 Total for Services

9. **Additional Expenses**

Sixty Five Dollars per hour allows 35 students \$
approximately 13.39 hrs. of tutoring. \$

Total of Additional Expenses
\$ 0.00
\$ 37,482.55 Grand Total

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

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

Consultant will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation benefits in connection with this Consultant Agreement. Consultant shall assume full responsibility for payment of all Federal, State and Local taxes, including Unemployment Insurance, Social Security, and Income Taxes with respect to Consultant's employees.

District shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless otherwise specified on page 1 of this Agreement.

Performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the performance of the work, the District being interested in the results obtained.

Consultant shall certify in writing, using Administration Form #3515.6, that criminal background checks have been completed as per Board policy to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.

District agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising 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 any and/or the Consultant's employee or agents.

District will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum \$1,000,000 combined 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.

Work completed hereon must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfaction thereof. Consultant agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future be in effect. Consultant's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of this Agreement.

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) using the attached certificate of independent Consultant Agreement (a blank sample may be viewed at: www.clubz.org/docs/contracts/BS/CLSS/Consultant_Agreement/BS_10a_11_04_rev.pdf). IRS publication SWR 40 and IRS Ruling 87-42 will assist in determining the payment method applied to this Agreement.

Consultant shall provide an original invoice to the Originating Administrator. Consultant shall be paid within 30 days of receipt of invoice and authorization forwarded to the CLSD Accounts Payable department along with the original invoice.

Neither 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 or receipt of such notice.

NOTED 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

(Printed Name)

9/26/2012

Date

NOTED TO AND ACCEPTED:


(Signature of Originating Administrator)

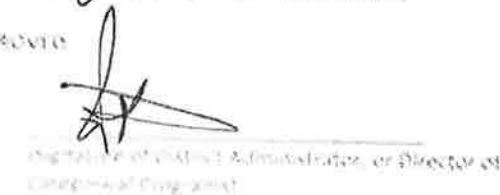
Janet Brinson, Director

(Printed Name)

9-26-12

Date

NOTED TO AND ACCEPTED:


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

Dave Scott, Asst. Superintendent

(Printed Name)

09/26/12

Date

NOTED TO AND ACCEPTED:


(Signature of District Admin. Business Services)



Consultant



Contract Employee

Peter VanBuskirk

(Printed Name)

9/26/12

Date

NOTATION FOR PAYMENT:

REQUIRED (Invoice to accompany payment request):

Partial Payment through _____ Date _____

Full or Final Payment _____

DISPOSITION OF CHECK by Accounts Payable:

(check released upon completion of services)



Send to Site Administrator:



Mail to Consultant

(Date Check Required)

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

CONSULTANT AGREEMENT

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

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

Name: 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: 10/04/12 to: 05/31/13

Location(s) of Services:

In-home or Public Library

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

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

- 1) Title I
- 2)
- 3)

6.	Pct. (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Site	Manager
1)	100	01	3010	0	1012	1000	5800	510	6700
2)							5800		
3)							5800		

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

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

\$ 1,070.93 Per Unit, times 12.00 #Units = \$ 12,851.16 Total for Services

9. Additional Expenses

Forty Three Dollars per hour allows 12 students	\$		Total of Additional
approximately 24.91 hours of tutoring	\$	\$ 0.00	Expenses
		\$ 12,851.16	Grand Total

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

CONSULTANT TERMS AND CONDITIONS

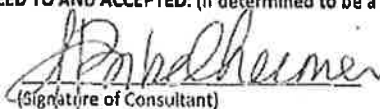
(Applicable, unless determined to be Contract Employee-See BS 10a)

CA#

Consultant Name: The Community College Foundation

1. The Consultant will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Consultant Agreement. Consultant shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Consultant's employees.
2. Consultant shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page I of this Agreement.
3. In the performance of the work herein contemplated, Consultant is an Independent contractor, with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.
4. If applicable, the Consultant will certify in writing, using Administration Form #3515.6, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
5. Consultant agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Consultant's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Consultant, and/or the Consultant's employee or agents.
6. Consultant will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the District.
7. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
8. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become applicable to Consultant, Consultant's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.
9. The District will determine whether the Consultant will be paid by vendor check as a Consultant or payroll check as a Contract Employee (with taxes withheld) by reviewing the completed Certificate of Independent Consultant Agreement (a blank sample may be viewed at: http://www.chicou.edu/documents/BUSINESS/Consultant_Agreement/BS_10a_11_04_rev.pdf. IRS publication SWR 40 and IRS Ruling 87-41 will assist in determining the payment method applied to this Agreement).
10. Consultant shall provide an original invoice to the Originating Administrator. Consultant shall be paid within 30 days of receipt of invoice and authorization of payment forwarded to the CUSD Accounts Payable department along with the original invoice.
11. Either party may terminate this agreement, with or without cause, upon 30 days' written notice to the other. Vendor shall be paid for work actually performed as of the date of receipt of such notice.

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


(Signature of Consultant)

Andrea Bibelheimer, Director
(Printed Name)

9/26/2012
Date

13. RECOMMENDED:


(Signature of Originating Administrator)

Janet Brinson, Director
(Printed Name)

9-26-12
Date

14. APPROVED:


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

Dave Scott, Asst. Superintende
(Printed Name)

09/26/12
Date

APPROVED:


(Signature of District Admin, Business Services)

☒ Consultant ☐ Contract Employee

Peter VanBuskirk
(Printed Name)

9/26/12
Date

15. Authorization for Payment:

CHECK REQUIRED (Invoice to accompany payment request):
☐ Partial Payment through: _____ Date _____
☐ Full or Final Payment

DISPOSITION OF CHECK by Accounts Payable:
(check released upon completion of services)
☐ Send to Site Administrator: _____ (Date Check Required) _____
☐ Mail to Consultant

\$ _____
(Amount)

(Originating Administrator Signature- Use Blue Ink)

(Date)

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

CONSULTANT AGREEMENT

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

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

Name: 100 Percent Learning Fun Center
Street Address/POB: 400 Corporate Pointe, Suite 300
City, State, Zip Code: Culver City, CA 90230
Phone: 310-928-1037
Taxpayer ID/SSN: 34-2053005

This agreement will be in effect from: 10/04/12 to: 05/31/13

Location(s) of Services:

In-Home or Public Library

3. Scope of Work to be performed: (attach separate sheet if necessary)
Provide tutoring to students that have requested state-required Supplemental Services. Provider will pre- & post-test students and provide services based on students' assessed needs. Provider will issue ongoing progress reports to parents and Chico Unified School District per this Agreement.
4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant Services:
Title I requirement to provide individual tutoring services for program-qualified students.
5. Funding/Programs Affected: (corresponding to accounts below)
 - 1) Title I
 - 2)
 - 3)

6. Pct. (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Site	Manager
1) 100	01	3010	0	1012	1000	5800	510	6700
2)						5800		
3)						5800		

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

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

\$ 1,070.93 Per Unit, times 14.00 #Units = \$ 14,993.02 Total for Services

9. Additional Expenses

Seventy Five Dollars per hour allows 14 students \$
approximately 14.28 hours of tutoring. \$

Total of Additional
Expenses
\$ 0.00
\$ 14,993.02 Grand Total

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

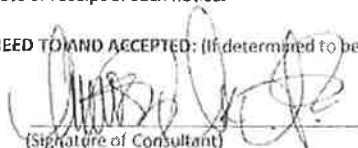
CONSULTANT TERMS AND CONDITIONS

CA#

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

Consultant Name: 100 Percent Learning Fun Center

1. The Consultant will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Consultant Agreement. Consultant shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Consultant's employees.
2. Consultant shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page I of this Agreement.
3. In the performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.
4. If applicable, the Consultant will certify in writing, using Administration Form #3515.6, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
5. Consultant agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Consultant's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Consultant, and/or the Consultant's employee or agents.
6. Consultant will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the District.
7. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
8. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become applicable to Consultant, Consultant's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.
9. The District will determine whether the Consultant will be paid by vendor check as a Consultant or payroll check as a Contract Employee (with taxes withheld) by reviewing the completed Certificate of Independent Consultant Agreement (a blank sample may be viewed at: http://www.chicoud.gov/documents/BUSINESS/Consultant%20Agreement/BS_10a_11_01_rev.pdf. IRS publication SWR 40 and IRS Ruling 87-41 will assist in determining the payment method applied to this Agreement.
10. Consultant shall provide an original invoice to the Originating Administrator. Consultant shall be paid within 30 days of receipt of invoice and authorization of payment forwarded to the CUSD Accounts Payable department along with the original invoice.
11. Either party may terminate this agreement, with or without cause, upon 30 days' written notice to the other. Vendor shall be paid for work actually performed as of the date of receipt of such notice.

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


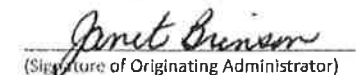
(Signature of Consultant)

Strauss Abdul-Rahman

(Printed Name)

9/26/2012

Date

13. **RECOMMENDED:**


(Signature of Originating Administrator)

Janet Brinson, Director

(Printed Name)

9-26-12

Date

14. **APPROVED:**


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

Dave Scott, Asst. Superintende

(Printed Name)

09/26/12

Date

APPROVED:


(Signature of District Admin, Business Services)

Peter VanBuskirk

(Printed Name)

9/26/12

Date



Consultant



Contract Employee

15. Authorization for Payment:

CHECK REQUIRED (Invoice to accompany payment request):



Partial Payment through: _____

Date



Full or Final Payment

DISPOSITION OF CHECK by Accounts Payable:

(check released upon completion of services)



Send to Site Administrator: _____

(Date Check Required)



Mail to Consultant

\$

(Amount)

(Originating Administrator Signature - Use Blue Ink)

(Date)

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

CONSULTANT AGREEMENT

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☒ On File (click to view) ☐ Attached if not on file
2. A completed W9 "Request for Taxpayer Identification Number and Certification" form is:
☒ On File (click to view) ☐ Attached if not on file

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

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

This agreement will be in effect from: 10/04/12 to: 05/31/13

Location(s) of Services:

In Home or Public Library

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

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

- 1) Title I
2)
3)

6.	Pct. (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Site	Manager
1)	100	01	3010	0	1012	1000	5800	510	6700
2)							5800		
3)							5800		

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

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

\$ 1,070.93 Per Unit, times 36.00 #Units = \$ 38,553.48 Total for Services

9. Additional Expenses

Eighty Dollars per hr. allows 36 students	\$		Total of Additional
approximately 13.39 hours of tutoring.	\$	\$ 0.00	Expenses
		\$ 38,553.48	Grand Total

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

CONSULTANT TERMS AND CONDITIONS

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

CA#

Consultant Name: A + Educational Centers

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.
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10. Consultant shall provide an original invoice to the Originating Administrator. Consultant shall be paid within 30 days of receipt of invoice and authorization of payment forwarded to the CUSD Accounts Payable department along with the original invoice.
11. Either party may terminate this agreement, with or without cause, upon 30 days' written notice to the other. Vendor shall be paid for work actually performed as of the date of receipt of such notice.

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


(Signature of Consultant)

Jennifer Valdman
(Printed Name)

9/26/2012
Date


13. RECOMMENDED:


(Signature of Originating Administrator)

Janet Brinson, Director
(Printed Name)

9-26-12
Date

14. APPROVED:


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

Dave Scott, Asst. Superintende
(Printed Name)

09/26/12
Date

APPROVED:


(Signature of District Admin, Business Services)

☒ Consultant ☐ Contract Employee

Peter VanBuskirk
(Printed Name)

9/26/12
Date

15. Authorization for Payment:

CHECK REQUIRED (Invoice to accompany payment request):

☐ Partial Payment through: _____ Date _____
☐ Full or Final Payment

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

☐ Send to Site Administrator: _____ (Date Check Required) _____
☐ Mail to Consultant

\$ _____
(Amount)

(Originating Administrator Signature- Use Blue Ink)

(Date)

AGENDA ITEM: Consolidated Application for Funding Categorical Programs

Prepared by: Janet Brinson, Director

☒ Consent

Board Date October 3, 2012

☐ Information Only

☐ Discussion/Action

Background Information

The Consolidated Application for Funding Categorical Aid Programs (Con App) for 2012-13 primarily contains information related to entitlements, allocations, and numbers of participants in specified programs. The Con App includes both state and federal funding sources. Program entitlements are determined by formulas contained in the laws that created the programs. Out of each state and federal program entitlement, districts allocate funds for indirect costs of administration, for programs operated by the district office, and for programs operated at schools.

Educational Implications

The entitlements and allocations funded through the Con App are used to supplement core curricular activities that support student learning in such areas as reading, math, school safety and violence prevention, and support for English Learners.

Fiscal Implications

No impact on the general fund. All expenditures of categorical program funds must be described and budgeted in each school's *Single Plan for Student Achievement*. These plans must be presented to and be approved by the *School Site Council*.

California Department of Education

Chico Unified (04 61424 0000000)

Consolidated Application

Status: Draft
Saved by: Beth Penner
Date: 9/21/2012 2:49 PM

2012-13 Application for Funding

CDE Program Contact:

Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640

Local Governing Board Approval

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	
-------------------------------------------	--

District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	Janet Brinson
DELAC review date	
Meeting minutes web address Please enter the web address of DELAC review meeting minutes. If a web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	
DELAC comment If an advisory committee refused to approve the application, or if DELAC approval is not applicable, enter a comment.	Date pending.

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

Economic Impact Aid EC 54000 SACS 7090, 7091	Yes
Title I Part A (Basic Grant) ESEA Sec. 1111 et seq. SACS 3010	Yes
Title I Part D (Delinquent) ESEA Sec. 1401 SACS 3025	No
Title II Part A (Teacher Quality) ESEA Sec. 2101 SACS 4035	Yes
Title III Part A LEP ESEA Sec. 3102 SACS 4203	Yes

AGENDA ITEM: Overview of K-12 Visual and Performing Arts Student Offerings

Prepared by: Joanne Parsley, Director

☐ Consent

Board Date October 3, 2012

☒ Information Only

☐ Discussion/Action

Background Information

An overview of K-12 Visual and Performing Arts (VAPA) student offerings will be covered including highlights regarding “what’s new” and “VAPA support”.

Education Implications

Despite budget constraints, CUSD is committed to working to preserve a variety of K-12 VAPA offerings.

Fiscal Implications

No financial implications

TITLE: Inspire at Chico High School

Action X
Consent
Information

October 3, 2012

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

Background Information

At the February 28, 2012, Board meeting, the Board of Education directed staff to add two portable classrooms and a portable restroom for the Inspire School of Arts & Sciences on the Chico High School campus. This work was completed over the summer.

On July 18, 2012, the Board directed staff to work with Chico High and Inspire staff to house Inspire on the Chico High School campus for another two years. A series of meetings with Chico High and Inspire staff were focused on identifying both schools' requirements. The services of Stafford King Wiese Architecture (SKW) were employed to model different proposals for analysis and discussion. The result of these discussions will be presented at tonight's workshop.

Educational Implications

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

Fiscal Implications

The source of funding for this project is Measure A bond funds.

Recommendation

1. Staff recommends that Inspire continue to be housed on the Chico High School campus.
2. Staff recommends that the Superintendent or Designee authorize staff to enter into an Architectural Agreement with SKW to develop Division of State Architect (DSA) approved plans for additional classrooms on the Chico High School campus to house Inspire at its maximum student enrollment as spelled out in Inspire's Charter—480 students.
3. Staff recommends that the term for Inspire to be housed on the Chico High School campus be coordinated with the term of the Facilities Use Agreement (FUA).

October 3, 2012
Board Workshop
Inspire at Chico High School
Inspire
Building PC 16

1. Introduction - Mission
2. Program Needs
3. Demographic Analysis
 - a. Inspire 480 Max
 - b. High School growth analysis over next 5-10 years
4. Classroom Utilization Analysis
5. Layout Options for Classrooms and Recommendations
6. Cost Estimates
7. Long Term FUA
8. Proposed Project Schedule
9. Recommendations