



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

**BOARD OF EDUCATION**  
**REGULAR MEETING**  
**SEPTEMBER 21, 2005- 7:00 p.m.**  
**CHICO CITY COUNCIL CHAMBERS**

## AGENDA

### 1. CALL TO ORDER

- 1.1 Welcome to Visitors
- 1.2 Flag Salute

### 2. SUPERINTENDENT'S REPORT

### 3. HEARING SESSION/PUBLIC FORUM

At this point in the meeting, visitors may address issues that do not appear on the agenda. The law does not allow the Board to take action on items not appearing on the agenda. If visitors wish to address issues listed on the agenda, they may do so at the time the item is addressed by the Board. Conduct of the Hearing Session/Public Forum will be as follows per Board Policy #9370:

- > Speakers will identify themselves and will direct their comments to the Chair.
- > Speakers will be given 5 minutes to present their topic. Time will be monitored using the "stoplight" timer provided by the Chico City Council.
- > Each general topic will be limited to 15 minutes or 3 speakers.
- > The Hearing Session/Public Forum will be limited to up to one hour in duration.
- > Priority will be given to student speakers.
- > Once 2 speakers have shared a similar viewpoint, the Chair will ask for a differing viewpoint. If no other viewpoint is represented then a 3<sup>rd</sup> speaker may present.
- > Speakers will not be allowed to yield their time to other speakers.
- > Immediately following the conclusion of the Action Calendar, if necessary, the Hearing Session/Public forum will be re-opened. Priority will be given to those speakers who have remained throughout the meeting to address the Board. Again, speakers will be limited to 5 minutes.
- > Speakers will respect the time limit granted for their presentation. Those speakers unwilling to respect the time limit will be asked to discontinue their presentation by the Chair. An unwillingness to halt a presentation after being directed will, at the discretion of the Chair, result in the meeting being called into "recess" until such time that the meeting can resume in an orderly fashion.
- > 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.



- 4.11 [Consultant Agreement - Learning for Living, Inc.](#) Exhibit  
Consider approval of the consultant agreement between CUSD and Learning for Living to provide a trained facilitator for a program called "Breaking Down the Walls",. The program will use 500 students over two  $\frac{1}{2}$  days on our campus to improve student connections and campus climate. Funding Source: PVHS Safe Schools funds. There is no impact to the general fund.
- 4.12 [Consultant Agreement - Center for Evaluation and Research](#) Exhibit  
Consider approval of the consultant agreement between CUSD and the Center for Evaluation and Research to evaluate Smaller Learning Communities Grant by using formative and summative assessment. Specific areas to be evaluated will include standardized test data, graduation, dropout and attrition rates, planning for freshman transition, adult advocacy and professional development and summary reports from SLC structures. Funding Source: CHS & PVHS Smaller Learning Communities Grant. There is no impact to the general fund.
- 4.13 [Consultant Agreement - Stuart & Associates, Governmental Consultants](#) Exhibit  
Consider approval of the consultant agreement between CUSD and Stuart & Associates, Governmental Consultants to provide professional consulting services in relation to school facilities services and to maximize the State contribution towards school facilities projects per agreement. Funding Source: Building Fund 29. There is no impact to the general fund.
- 4.14 [Consultant Agreement - Chico Area Recreation and Park District \(CARD\)](#) Exhibit  
Consider approval of the consultant agreement between CUSD and CARD to, subject to availability of resources, provide trained and supervised recreation leaders, snack, supplies, equipment and field trip expenses for the 21<sup>st</sup> Century After School Programs for 210 days per school year. Administrative costs will not exceed 10%. Funding Source: 21<sup>st</sup> Century Community Learning Center After School Program. There is no impact to the general fund.
- 4.15 [Consultant Agreement - Ancient Artifacts](#) Exhibit  
Consider approval of the consultant agreement between CUSD and Ancient Artifacts to provide 9 classroom presentations to all 7<sup>th</sup> graders on the Roman Empire. Funding Source: MJHS ASB. There is no impact to the general fund.
- 4.16 [Major Fund Raising Request - Marsh Junior High School](#) Exhibit  
Consider approval of the major fund raising request for MJHS to hold Fall Picture sales September - October 2005 and Spring Pictures March - April 2006 to raise funds to financially support elective classes budgets.
- 4.17 [Major Fund Raising Request - Marigold Elementary School](#) Exhibit  
Consider approval of the major fund raising request for Marigold to hold a jog-a-thon September 16 - October 7, 2005 to raise funds to use for school improvement project.
- 4.18 [Major Field Trip Request - Chico High School](#) Exhibit  
Consider approval of the major field trip request by CHS FFA Ag Mechanics Team to attend FFA field day in Modesto, CA March 31 - April 1, 2006.

4.19 [Major Field Trip Request - CHS FFA Ag Mechanics Team](#) Exhibit  
 Consider approval of the major field trip request by CHS FFA Ag Mechanics Team to attend the FFA State Finals in San Luis Obispo, CA May 5 - 6, 2006.

4.20 [California High School Exit Exam Waivers](#)  
 The students mentioned in the waiver request took the High School Exit Exam with modifications and earned passing scores. Taking the High School Exit Exam with modifications (such as the use of a calculator) results in an invalid test. The waiver applications have been reviewed and are recommended for board approval. Full documentation is on file with the Director of Testing, Cynthia Kampf. Approval of the waivers will allow these students to receive a diploma of graduation upon completion of all other Chico Unified School District requirements.

5. DISCUSSION CALENDAR

Members of the public may address the Board regarding items on the agenda as these items are taken up. In case of numerous requests to address the same item, the Board may select representatives to speak on each side of the item. Each person who addresses the Board must be first recognized by the presiding officer and then give his/her name. Comments must be directed to the Board as a whole and not to individual members or District employees. Individual speakers will be allowed five minutes to address the Board. Board Policy #9370

5.1 [Public Disclosure of the Chico Unified School District's \(CUSD\) Response to the Initial Proposal from the Chico Unified Teachers Association \(CUTA\)](#) Exhibit  
 This item is for information purposes only and requires no discussion at this time.

5.2 [Resolution 937-05 - Amending Section 125 Cafeteria Plan](#) Exhibit  
 Senior Administrative Staff from Fiscal Services will review Resolution 937-05 amending Section 125 Cafeteria Plan amending the definition of eligible employees to include those employees who are members of the Chico Unified Teachers Association (CUTA).

5.3 [Butte County Grand Jury Response](#)  
 Attorney Greg Einhorn and Senior Administrative Staff will present and review the draft response of the CUSD to the Butte County Grand Jury report. A copy of this draft may be reviewed at the District Office or at [www.chicousd.org](http://www.chicousd.org)

5.4 [PUBLIC HEARING - Notice of Apportionment for the State Instructional Materials Fund, Grades K-12, Fiscal Year 2005-06](#)  
 Education Code §60119 requires that, in order to receive instructional materials from any state source, in each fiscal year from 1994/95 onward, the Governing Board shall hold a public hearing regarding the sufficiency of instructional materials in the district.

5.5 [Resolution 940-05 - Authorizing Borrowing of Funds through use of a Tax Revenue Anticipation Note \(TRANS\)](#) Exhibit  
 Mr. Meeker will review Resolution 940-05 regarding borrowing funds through use of a TRANS.

6. ACTION CALENDAR

- 6.1 [Superintendent's Contract](#) Exhibit  
Action: Consider approval of the contract between CUSD and Dr. Chet Francisco as the Superintendent of Chico Unified School District for a term commencing October 1, 2005 and ending June 30, 2009.
- 6.2 [Resolution 935-05 - Sufficiency of Materials](#) Exhibit  
Action: Consider adoption of Resolution 935-05
- 6.3 [Resolution 937-05 - Amending Section 125 Cafeteria Plan](#)  
Action: Consider adoption of Resolution 937-05 amending Section 125 Cafeteria Plan amending the definition of eligible employees to include those employees who are members of the Chico Unified Teachers Association (CUTA).
- 6.4 [Resolution 940-05 - Authorizing Borrowing of Funds through use of a Tax Revenue Anticipation Note \(TRANS\)](#)  
Consider adoption of Resolution 940-05 authorizing borrowing funds through use of a TRANS.

7. ANNOUNCEMENTS

8. BOARD ITEMS FOR NEXT AGENDA

9. CLOSED SESSION

- 9.1 [Conference with Labor Negotiators pursuant to Government Code §54957.6](#)  
Employee Organizations: > CUTA  
> CSEA, Chapter #110  
> CUMA  
Other Representatives: Bob Feaster, Assistant Superintendent  
Kelly Staley, Assistant Superintendent  
Randy Meeker, Assistant Superintendent
- 9.2 [Appeal Hearing: CUSD Administrative Procedure 1310.1](#)  
Public Employee Performance Evaluation - Teacher; Site Administrator; District Administrator

10. ADJOURNMENT

*Board agendas are available on-line at: [www.chicousd.org](http://www.chicousd.org)*

The Board of Education of the Chico Unified School District met in a Regular Meeting at 7:00 p.m. in the Chico City Council Chambers. The following were present:

**BOARD MEMBERS:**

Rick Anderson, President  
Rick Rees, Vice President  
Anthony Watts, Clerk  
Scott Huber, Member  
Jann Reed, Member

**ADMINISTRATION:**

Dr. Scott Brown, Superintendent  
Bob Feaster, Assistant Superintendent - Human Resources  
Kelly Staley, Assistant Superintendent - Educational Services  
Randy Meeker, Assistant Superintendent - Business Services  
Janet Brinson, Director - Educational Services  
Dr. Cynthia Kampf, Director - Educational Services, Categorical Programs/Testing  
David Koll, Director - Classified Human Resources  
Dave Scott, Director - Educational Services, Special Education  
Alan Stephenson, Director - Educational Services, Elementary Education/Curriculum  
Bernard Vigallon, Director - Educational Services, Alternative Education  
Greg Einhorn, Attorney at Law  
Kim Hutchison, Executive Secretary

**OTHERS:**

Association representatives, news media, and visitors.

1. **CALL TO ORDER**

At 6:17 p.m., Mr. Anderson called the meeting to order and recessed into Closed Session.

2. **CLOSED SESSION**

The Board met in Closed Session for the purpose CUSD Administrative Procedure 1310.1 Public Employee Performance Evaluation Teacher; Site Administrator; District Administrator

3. **RECONVENE**

3.1 At 7:06 p.m., Mr. Anderson reconvened the open session of the meeting and welcomed visitors.

3.2 Mr. Anderson led the Pledge of Allegiance.

4. **SUPERINTENDENT'S REPORT**

Bob Feaster, Assistant Superintendent - Human Resources introduced Eric Snedeker. Mr. Snedeker is the new principal at Loma Vista School.

Randy Meeker, Assistant Superintendent - Business Services gave an update to the Board relative to the increase in gas and diesel prices and the effect to CUSD.

Dr. Brown announced that PTA would be holding a series of Parent Education Workshops. The first one to be held on Thursday, September 22 at 7:00 p.m. in the Chico Junior High School Library.

**5. HEARING SESSION/PUBLIC FORUM**

At 7:15 p.m. the Hearing Session/Public Forum was opened. Members of the audience expressed their opinions regarding items not appearing on the agenda. At 7:36 p.m., there were no further comments and the Hearing Session/Public Forum was closed.

**6. CONSENT CALENDAR**

*Prior to the approval of the Consent Calendar, Mr. Anderson removed Item 6.17 for individual discussion, removed Item 6.21 and Ms. Reed requested Item 6.27 be removed for individual discussion.*

6.1 The Board approved the minutes of the 08/17/05 Regular Meeting. *MSC Watts/Rees*

6.2 The Board approved the Certificated Human Resources actions: *MSC Watts/Rees*

Name	Assignment	Effective	Comment
<b><u>Administrative Assignments 2005/06</u></b>			
Bolden-Schleh, Sharon	0.2 FTE School Psychologist	2005/06	Probationary Appointment (Increase to 0.8 FTE)
<b><u>Temporary Appointment(s) 2005/06 According to Board Policy</u></b>			
de la Torre-Stuart, Idalia	0.1 FTE Elementary	1 <sup>st</sup> Semester 2005/06	Temporary Appointment (Increase to 0.5 FTE)
Dunsmoor, Jeanine	0.2 FTE Secondary	1 <sup>st</sup> Semester 2005/06	Temporary Appointment
Earhart, Celeste	1.0 FTE Secondary	1 <sup>st</sup> Semester 2005/06	Temporary Appointment
Estrada, Albert	1.0 FTE Temporary	1 <sup>st</sup> Semester 2005/06 (Effective 8/26/05)	Temporary Appointment
Fairon, Wendy	1.0 FTE Temporary	1 <sup>st</sup> Semester 2005/06 (Effective 8/23/05)	Temporary Appointment
Frain, M. Shannon	0.2 FTE Temporary	1 <sup>st</sup> Semester 2005/06 (Effective 8/22/05)	Temporary Appointment (Increase to 0.8 FTE)
Kinslow, Leticia	0.4 FTE Temporary	1 <sup>st</sup> Semester 2005/06 (Effective 8/17/05)	Temporary Appointment
Kress, Kati	0.1 FTE Elementary	1 <sup>st</sup> Semester 2005/06	Temporary Appointment
LaFollette, Corrine	0.2 FTE Secondary	1 <sup>st</sup> Semester 2005/06 (Effective 8/22/05)	Temporary Appointment (Increase to 0.8 FTE)
Lohse, Angel	0.8 FTE Secondary	1 <sup>st</sup> Semester 2005/06	Temporary Appointment

Ramsey, Christie	0.2 FTE Secondary	1 <sup>st</sup> Semester 2005/06 (Effective 8/17/05)	Temporary Appointment (Increase to 1.0 FTE)
Sarrett, M. Kathy	0.6 FTE Elementary	1 <sup>st</sup> Semester 2005/06	Temporary Appointment
Stoffel, Lauri	0.2 FTE Elementary	1 <sup>st</sup> Semester 2005/06 (Effective 8/17/05)	Temporary Appointment (Increase to 0.4 FTE)
Sullivan, Kelly	1.0 FTE Secondary	1 <sup>st</sup> Semester 2005/06	Temporary Appointment
Sylvester, Carol	0.3 FTE Elementary	1 <sup>st</sup> Semester 2005/06 (Effective 8/15/05)	Temporary Appointment (Increase to 0.6 FTE)
Sylvester, Carol	0.2 FTE Elementary	1 <sup>st</sup> Semester 2005/06 (Effective 8/19/05)	Temporary Appointment (Increase to 0.8 FTE)
von der Mehden, Alan	1.0 FTE Secondary	1 <sup>st</sup> Semester 2005/06	Temporary Appointment
Wilson, Melissa	0.2 FTE Elementary	1 <sup>st</sup> Semester 2005/06 (Effective 9/6/05)	Temporary Appointment
<b><u>Probationary Appointment(s) 2005/06 According to Board Policy</u></b>			
Dunsmoor, Jeanine	0.8 FTE Secondary	2005/06	Probationary Appointment
Kidd, Debra	1.0 FTE Secondary	2005/06	Probationary Appointment
Ramsey, Christie	0.8 FTE Secondary	2005/06	Probationary Appointment
Rizzuto, James	1.0 FTE Elementary	2005/06	Probationary Appointment
VanDover-Bruch, Mary	0.8 FTE Secondary	2005/06	Probationary Appointment



6.3 The Board approved the **Classified** Human Resources actions: *MSC Watts/Rees*

<u>NAME</u>	<u>CLASS/LOCATION/ASSIGNED HOURS</u>	<u>EFFECTIVE</u>	<u>COMMENTS/FUND</u>
<b><u>Appointments</u></b>			
Brown, Jenna	IPS-Classroom/Loma Vista/1.0	08/16/05	New Position/ Special Education
Brown, Jenna	IPS-Classroom/Loma Vista/3.0	08/16/05	Vacated Position/ Special Education
Carter, Troy	IPS-Classroom/Loma Vista/2.0	08/22/05	New Position/ Special Education
Clark, Karyl	IA-Alternative Education/Community Day School/4.0	08/16/05	New Position
Friesen, Calan	IPS-Classroom/Loma Vista/3.2	08/16/05	Vacated Position/ Special Education
Friesen, Calan	LT IPS-Classroom/Loma Vista/2.0	08/16-12/16/05	During Absence of Incumbent/ Special Education
Galland, Carol	IPS-Healthcare/Parkview/3.0	08/16/05	New Position/ Special Education
Garcia, Molly	Parent Library Aide-Rest/CHS/3.0	08/23/05	Vacated Position/ Categorical Fund
Gowdy, Shauna	IPS-Classroom/Emma Wilson/3.5	08/23/05	New Position/ Special Education
Gowdy, Shauna	IPS-Classroom/Loma Vista/2.0	08/23/05	Vacated Position/ Special Education
Hobson, Nicole	IPS-Healthcare/Loma Vista/4.0	08/16/05	New Position/ Special Education
Hobson, Nicole	IPS-Classroom/Loma Vista/2.0	08/16/05	Vacated Position/ Special Education
Justine-Mitchell, Mia	IPS-Classroom/Shasta/5.5	08/16/05	Vacated Position/ Special Education
Lopez, Danielle	Parent Clerical Aide-Rest/CHS/3.0	08/23/05	Vacated Position/ Categorical Fund
Marquez, Alix	IPS-Classroom/Loma Vista/6.0	08/22/05	Vacated Position/ Special Education
Martino, Judy	IPS-Healthcare/Loma Vista/3.0	08/16/05	Vacated Position/ Special Education
Mosher, Abraham	IPS-Healthcare/MJHS/6.0	08/16/05	Vacated Position/ Special Education
Mutscheller, Kacie	IPS-Healthcare/Chapman/6.0	08/23/05	Vacated Position/ Special Education
Nguyen, Kathie	IPS-Healthcare/Parkview/4.0	08/22/05	Vacated Position/ Special Education
Primm, Kelly	IPS-Healthcare/Sierra View/3.5	08/01/05	Vacated Position/ Special Education
Quintana, Jennifer	IPS-Classroom/PVHS/5.0	08/16/05	New Position/ Special Education

- 6.4 The Board adopted Resolution No. 936-05 eliminating classified services and ordering layoffs as outlined in resolution. *MSC Watts/Rees*
- 6.5 Consider payment of warrants drawn for billings received between August 11 - 31, 2005. *MSC Watts/Rees*

<u>FUND #:</u>	<u>FUND DESCRIPTION:</u>	<u>WARRANT #'S:</u>	<u>AMOUNT</u>
01	General Fund	329399-329722	\$931,779.45
13	Nutrition Services	329723-329724	\$116.15
14	Deferred Maintenance	329725-329730	\$120,197.23
25	Capital Facilities FD - State CAP	329731-329738	\$149,746.76
29	BLDG FD - 1988 Ser. C - INT	329739-329740	\$3,646.23
35	County School Facility Fund	329741-329745	\$89,763.99
CURRENT WARRANT TOTAL:			\$1,295,249.81
PREVIOUS WARRANT TOTAL:			\$0.00
<b>TOTAL WARRANTS TO BE APPROVED:</b>			<b>\$1,295,249.81</b>

- 6.6 The Board approved the major fund raising request by Sierra View PTA to hold catalog sales September 13 - 27, 2005 to raise funds for the computer lab renovation. *MSC Watts/Rees*
- 6.7 The Board approved the major fund raising request by Sierra View PTA to hold a cookie dough sale in November, 2005 to raise fund for the computer lab renovation. *MSC Watts/Rees*
- 6.8 The Board approved the major fund raising request by Sierra View PTA to hold a book fair March 7 - 10, 2006 to raise funds for the computer lab renovation. *MSC Watts/Rees*
- 6.9 The Board approved the major fund raising request by EWE teachers to hold gift wrap sales September 23 - October 14, 2005 to raise funds for classroom supplies and enrichments and field trips. *MSC Watts/Rees*
- 6.10 The Board approved the major fund raising request by Shasta PTO to hold the 11<sup>th</sup> Annual Shasta Shuffle for one day to be determined in April or May, 2006 to raise funds for PTO sponsored projects. *MSC Watts/Rees*
- 6.11 The Board approved the major fund raising request by Shasta PTO to hold a dinner for Farmers Dinner Community Donations on October 29, 2005 to raise funds for school projects i.e. kindergarten playground equipment. *MSC Watts/Rees*
- 6.12 The Board approved the major fund raising request by Shasta PTO to hold cookie dough sales October 12 - December 2, 2005 to raise classroom funds for field trips, specialty items, technology, etc. *MSC Watts/Rees*
- 6.13 The Board approved the major fund raising request by CJHS to hold a magazine drive September 30 - October 14, 2005 to raise funds to support student activities. *MSC Watts/Rees*
- 6.14 The Board approved the major fund raising request by BJHS to hold a magazine drive September 30 - October 14, 2005 to raise funds to support student activities. *MSC Watts/Rees*
- 6.15 The Board approved Chapman, Citrus, McManus, Parkview, Rosedale and Head Start to send solicitation letters to community businesses and organizations, in addition to media informational articles, to raise funds to implement a Chico Reads project in the five school-wide Title I schools and Chapman Head Start. *MSC Watts/Rees*
- 6.16 The Board approved the major field trip request by four members of the CHS FFA to attend the National FFA Convention in Louisville, KY and visit Washington, DC October 26 - November 5, 2005. *MSC Watts/Rees*

- 6.17 The Board approved the consultant agreement between CUSD and Interquest Detection Canines to provide contraband inspection services utilizing non-aggressive contraband detection canines. The fifty visits will be provided to the following schools PVHS-20, CHS-20, FVHS-10. Funding Source - School Safety Accounts. There is no impact to the general fund. *MSC/ Watts/Reed*
- 6.18 The Board approved the consultant agreement between CUSD and Northern California Basketball Officials Association to provide officiates to Girls and Boys Basketball games involving CHS as the host school. Funding Source: CHS ASB (athletics). There is no impact to the general fund. *MSC Watts/Rees*
- 6.19 The Board approved the consultant agreement between CHS and Northern California Baseball and Softball Officials Association to provide officiates (umpires) to Baseball and Softball games involving CHS as the host school. Funding Source: CHS ASB (athletics). There is no impact to the general fund. *MSC Watts/Rees*
- 6.20 The Board approved the consultant agreement between CUSD and Kathryn S. Hull to provide targeted tutoring of AVID students at PVHS. Funding Source: AVID Funds which are funded through private donations. There is no impact to the general fund. *MSC Watts/Rees*
- 6.21 This item was removed from the Consent Calendar.
- 6.22 The Board approved the consultant agreement between CUSD and Robert W. Kirkman, IV to provide targeted tutoring of AVID students at PVHS. Funding Source: School AVID Account which is funded by private donations. There is no impact to the general fund. *MSC Watts/Rees*
- 6.23 The Board approved the consultant agreement between CUSD and Christine Spurgeon to provide athletic training - prevention, rehabilitation and care of athletic injuries at PVHS. Funding Source: PVHS ASB. There is no impact to the general fund. *MSC Watts/Rees*
- 6.24 The Board approved the consultant agreement between CUSD and NCVOA - CHICO to provide officials for PVHS Volleyball matches. (Girls Fall and Boys Spring) Funding Source: ASB Account from gate receipts. There is no impact to the general fund. *MSC Watts/Rees*
- 6.25 The Board approved the consultant agreement between CUSD and Northern California Officials Association - Chico to provide officials for PVHS football games. Funding Source: ASB Account from gate receipts. There is no impact to the general fund. *MSC Watts/Rees*
- 6.26 The Board approved the consultant agreement between CUSD and Diverse Network Associates to provide Spanish language report card integration into web-based report card. Funding Source - Title 3. There is no impact to the general fund. *MSC Watts/Rees*
- 6.27 The Board approved the consultant agreement between CUSD and BCOE to provide a specialist to deliver substance use prevention curriculum to 8<sup>th</sup> grade students. Funding Source: School SBCP. There is no impact to the general fund. *MSC Reed/Watts*
- 6.28 The Board approved the consultant agreement between CUSD And Marriam Abou-El-Haj to coordinate substance use prevention services, i.e., Red Ribbon Week, Every 15 Minutes, Tobacco Awareness Day, deliver tobacco education and cessation services to referred youth and meet with students referred for substance use issues. Funding Source: Title IV and HS TUPE grant. There is no impact to the general fund. *MSC Watts/Rees*
- 6.29 The Board approved the consultant agreement between CUSD and Northern California Officials Association (Football) to provide officiates to football games involving CHS as the host school. Funding Source: CHS ASB (athletics). There is no impact to the general fund. *MSC Watts/Rees*

- 6.30 The Board approved the consultant agreement between CUSD and Northern California Volleyball Officials Association to provide officiates to Girls and Boys Volleyball games involving CHS as the host school. Funding Source: CHS ASB (athletics). There is no impact to the general fund. *MSC Watts/Rees*
- 6.31 The Board approved the consultant agreement between CUSD and Youth for Change to provide fiscal support and limited training for two AmeriCorps positions to support CHAMP. One position will be full time (1700 hours/year ) and one will be half-time (900 hours/year). Funding Source: SBCP. There is no impact to the general fund. *MSC Watts/Rees*
- 6.32 The Board approved the consultant agreement between CUSD and Dr. Kate Kinsella to perform teacher training in vocabulary development, instructional strategies, possible follow-up consulting on literacy. This focused training is a follow-up to High School Summit training by Dr. Kinsella as well as training involving PVHS and CHS teachers in summer '05 in Walnut Creek, CA. Funding Source: PAR. There is no impact to the general fund. *MSC Watts/Rees*

## **7. DISCUSSION CALENDAR**

- 7.1 Mr. Meeker spoke briefly regarding the Little Chico Creek Solar Energy Facility Financing Contract and/or Facility Ground Lease and then introduced Addison Covert, Attorney at Law to answer any questions the Board had relative to the project.

At 7:55 p.m., Mr. Anderson opened the Public Hearing. There were no comments and the Public Hearing was closed.

- 7.2 Principals Jim Hanlon - CHS, Mike Rupp - PVHS and Steve Connolly - FVHS provided an update on the canine detection program that was implemented last year. While data shows there has been a decrease in incidences, the program really needs a second year to evaluate the effectiveness. The Principals are asking for a second year to determine the effectiveness of the program.

At 8:35 p.m., Mr. Anderson opened the meeting for public comment. Members of the audience expressed their opinions and at 8:36 p.m. the public comment period was closed.

- 7.3 Randy Meeker, Assistant Superintendent - Business Services provide information relative to 10<sup>th</sup> day enrollment figures.
- 7.4 Dr. Cynthia Kampf, Director - Educational Services provided an update on the Spring 2005 STAR test results.

*At 8:54 p.m., Mr. Anderson recessed the meeting for a 10-minute break. At 9:03 p.m., the meeting was reconvened.*

## **8. ACTION CALENDAR**

- 8.1 The Board adopted Resolution No. 938-05 approving the form of and authorizing the execution and delivery of a site lease and lease/purchase agreement and authorizing certain additional actions. *MCS Watts/Huber; Ayes: Huber, Reed, Rees, Watts; Noes: Anderson*

## **9. ANNOUNCEMENTS**

There were no announcements.

## **10. ITEMS FOR THE NEXT BOARD AGENDA**

There were no items for the next agenda.

*At 9:22 p.m., Mr. Anderson called a recess. During the recess the Chico Unified Schools Financing Corporation held the Annual Meeting of the Board of Directors in accordance with that agenda.*

**11. CLOSED SESSION**

At 9:30 p.m., the Board recessed into closed session for the purpose of: Conference with Labor Negotiators pursuant to Government Code §54957.6 and Public Employment pursuant to Government Code §54957(b) Title: Superintendent. Mr. Anderson announced those who would be attending: Bob Feaster, Assistant Superintendent - Human Resources; Kelly Staley, Assistant Superintendent - Educational Services; Randy Meeker, Assistant Superintendent - Business Services and Greg Einhorn, Attorney at Law.

**12. ADJOURNMENT**

At 11:30 p.m. the Board reconvened. There were no announcements and the meeting was adjourned.

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NEXT REGULAR MEETING:      Wednesday, September 21, 2005  
7:00 p.m., Chico City Council Chambers

APPROVED:

\_\_\_\_\_  
Board of Education

\_\_\_\_\_  
Administration

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

4.2

September 21, 2005

MEMORANDUM TO: Board of Education  
FROM: Dr. Scott Brown, Superintendent  
SUBJECT: Certificated Human Resources Actions

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Comment</u>
<u>Temporary Appointment(s) 2005/06 According to Board Policy</u>			
Baker, Brian	0.25 FTE Special Education	1 <sup>st</sup> Semester 2005/06 (Effective 9/19/05)	Temporary Appointment
Ford, M. Holly	0.5 FTE Secondary	1 <sup>st</sup> Semester 2005/06 (Effective 9/8/05)	Temporary Appointment
Fritz, Katy	0.2 FTE Elementary	1 <sup>st</sup> Semester 2005/06 (Effective 9/06/05)	Temporary Appointment
<u>Probationary Appointment(s) 2005/06 According to Board Policy</u>			
Castaldo, Lori	1.0 FTE Secondary	2005/06 (Effective 9/19/05)	Probationary Appointment
Puri, Kamala	1.0 FTE Secondary	2005/06 (Effective 9/15/05)	Probationary Appointment
<u>Part-Time Leave Requests for 2005/06</u>			
Early, Katy	Elementary	2005/06	0.5 FTE Leave
Shagrun, Gloria	Elementary	2005/06 (Effective 10/31/05)	Change to 0.4 FTE Leave (Policy #4475 STRS Reduced Workload)

9/15/05 jm

**CHICO UNIFIED SCHOOL DISTRICT  
1163 EAST SEVENTH STREET  
CHICO, CA 95928-5999**

September 21, 2005

**MEMORANDUM TO:** Board of Education

**FROM:** Scott Brown, Superintendent

**SUBJECT:** Classified Human Resources Actions

<u>NAME</u>	<u>CLASS/LOCATION/ASSIGNED HOURS</u>	<u>EFFECTIVE</u>	<u>COMMENTS/FUND</u>
<u>Appointments</u>			
Christophersen, Judy	Library Media Asst/Chapman/2.5	09/01/05	Vacated Position
Coogan, Matthew	Campus Supervisor/MJHS/1.3	08/31/05	Vacated Position
Kalso, Stevan	Campus Supervisor/BJHS/4.7	09/06/05	Vacated Position
Nhan, Johnny	IPS-Classroom/MJHS/6.0	08/30/05	New Position/ Special Education
Payne, Kathryn	IPS-Classroom/Citrus/2.0	09/06/05	New Position/ Special Education
Pogman, Jennifer	IA-Special Education/Community Day School/5.0	09/15/05	New Position/ Special Education
Shaffer, Decna	LT Cafeteria Assistant/FVHS/3.3	08/08-09/02/05	New LT Position During Absence of Incumbent
<u>Re-employ from Layoff</u>			
Smyth, Mary	IA-Sr Elementary Guidance/Marigold/1.0	09/10/05	Vacated Position/ Grant Fund
<u>Increase in Hours</u>			
Apalit, Victor	Campus Supervisor/MJHS/2.0	09/07/05	Vacated Position
Axline, Robyn	IPS-Classroom/LCC/6.0	09/12/05	Vacated Position/ Special Education
Lauterio, Tami	Instructional Assistant/Parkview/3.9	09/14/05	Existing Position/ Categorical Funds
Watson, Valya	Parent Computer Lab Aide-Rest/ Emma Wilson/6.0	06/15/05	Existing Position/ Categorical Fund
<u>Transfer w/Increased Hours</u>			
Sherman, Emily	IPS-Classroom/Citrus/4.0	09/06/05	Vacated Position/ Special Education
<u>Leave of Absence</u>			
Gonzalez, Nelly	IA-Bilingual/Chapman/2.0	08/22-12/16/05	Amend LOA to P/T LOA per CBA 5.12
<u>Layoff to Re-employment</u>			
Smyth, Mary	IA-Sr Elementary Guidance/Marigold/3.0	09/09/05	Lack of Funds
<u>Resigned Only Position Listed</u>			
Apalit, Victor	Campus Supervisor/MJHS/1.0	09/06/05	Voluntary Resignation/ Increase In Hours
Axline, Robyn	IPS-Classroom/LCC/5.5	09/11/05	Voluntary Resignation/ Increase In Hours
Kalso, Stevan	IA-Special Education/BJHS/5.0	09/05/05	Voluntary Resignation
Pogman, Jennifer	Parent Classroom Aide-Rest/Hooker Oak/2.0	09/14/05	Voluntary Resignation
Sherman, Emily	IPS-Healthcare/Loma Vista/3.0	09/05/05	Voluntary Resignation/ Trans w/Incr Hrs
<u>Resignation/Termination</u>			
LeDonne, Tanya	Health Assistant/Marigold/4.0	09/30/2005	Voluntary Resignation
Winter, Lanai	IPS-Classroom/BJHS/4.0	08/15/2005	Voluntary Resignation

Mandatory Instructions  
(click to view)

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

Business Services Use Only	
CA#	_____
V#	_____
RCF#	_____

### 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: \_\_\_\_\_  
 Street Address/POB: Butte County Office of Education  
 City, State, Zip Code: 1859 Bird Street, Oroville, Ca 95965  
 Phone: 530-538-7469

Taxpayer ID/SSN: \_\_\_\_\_

This agreement will be in effect from: 09/02/05 to 06/30/06

Location(s) of Services: (site) tobacco grant evaluation

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

outside evaluator will conduct summative and formative evaluation  
 and develop reports for grant funded tobacco program

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

The services provided through this consultant agreement help to meet the mandates  
 for substance use prevention/intervention required by Title IV and state TUPE grants.

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

- 1) TUPE Entitlement
- 2)
- 3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	6650	0	1110	<del>074</del>	5800	14	740
2)						310	5800	14	
3)							5800	14	

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

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

\$ 1,500.00 Per Unit, times 1.00 # Units = \$ 1,500.00 Total for Services

(Unit:  Per Hour  Per Day  Per Activity)

9. Additional Expenses:

\$  
\$  
\$

Total for  
0.00 Addit'l Expenses

\$ 1,500.00 Grand Total

10. Amounts of \$1,001.00 or more require Board Approval: (date to Board)

09/21/05

(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#	_____
RCF#	_____

- 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 #3515.6.1, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
- 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.

**11. AGREED TO AND ACCEPTED:**

Marian Gage (Signature of Consultant)      Marian Gage (Print Name)      8/25/05 (Date)

**12. RECOMMENDED:**

Ann E. Phillippe (Signature of Originating Administrator)      Ann E. Phillippe (Print Name)      8/25/05 (Date)

**13. APPROVED:**

[Signature] (Signature of District Administrator, or Director of Categorical Programs)      David G. Scott (Print Name)      8/25/05 (Date)

**APPROVED:**

[Signature] (Signature of Ass. Supl. - Business Services)       Consultant       Contract Employee  
Randy Meeker (Print Name)      8/26/05 (Date)

**14. Authorization for Payment:**

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

(c.)  
 \$ \_\_\_\_\_ (Amount)      \_\_\_\_\_ (Originating Administrator Signature - Use Blue Ink)      \_\_\_\_\_ (Date)

Mandatory Instructions  
(click to view)

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

Business Services Use Only	
CA#	_____
V#	_____
RCF#	_____

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

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

Name: \_\_\_\_\_  
Street Address/POB: Butte County Office of Education  
City, State, Zip Code: 1859 Bird Street, Oroville, Ca 95965  
Phone: 530-538-7469

Taxpayer ID/SSN: \_\_\_\_\_

This agreement will be in effect from: 09/02/05 to 06/30/06

Location(s) of Services: (site) FVHS; AFC

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

specialist will coordinate grant funded tobacco prevention program on the alternative site campus; services include; coordination of AnimAction computer generated PSA's; delivery of All Stars curriculum, coordination and implementation of school-wide prevention programs

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

The services provided through this consultant agreement help to meet the mandates for substance use prevention/intervention required by Title IV and state TUPE grants.

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

- 1) Middle School TUPE grant
- 2)
- 3)

6. Account(s) to be Charged:

Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1) 100.00	01	6650	0	1110	<del>074</del>	5800	14	740
2)					3110	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)

\$ 356.87 Per Unit, times 40.00 # Units = \$ 14,234.80 Total for Services

(Unit:  Per Hour  Per Day  Per Activity)

9. Additional Expenses:

\$ \_\_\_\_\_  
\$ \_\_\_\_\_ Total for  
\$ \_\_\_\_\_ 0.00 Addit'l Expenses

\$ 14,234.80 Grand Total

10. Amounts of \$1,001.00 or more require Board Approval: (date to Board) 09/21/05

(to be completed by Business Services)

**CONSULTANT TERMS AND CONDITIONS**

(Applicable, unless determined to be Contract Employee - See DS10a)

Business Services Use Only	
CA#	_____
V#	_____
RCF#	_____

- 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 #3515.6.1, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
- 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.

**11. AGREED TO AND ACCEPTED:**

Marian Grogg (Signature of Consultant)      MARIAN Grogg (Print Name)      8/25/05 (Date)

**12. RECOMMENDED:**

Anne E. Phillippe (Signature of Originating Administrator)      Anne E Phillippe (Print Name)      8/25/05 (Date)

**13. APPROVED:**

[Signature] (Signature of District Administrator, or Director of Categorical Programs)      David G. Scott (Print Name)      8/25/05 (Date)

**APPROVED:**

[Signature] (Signature of Asst. Supt. - Business Services)       Consultant       Contract Employee  
Randy Meeker (Print Name)      8/26/05 (Date)

**14. Authorization for Payment:**

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

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CHICO UNIFIED SCHOOL DISTRICT  
Business Services  
1163 E. 7<sup>th</sup> Street, Chico, CA 95928  
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Business Services Use Only	
CA#	_____
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2. A completed W9 "Request for Taxpayer Identification Number and Certification" form is:  
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This Agreement to furnish certain consulting services is made by and between Chico Unified School District and:

Name: \_\_\_\_\_  
 Street Address/POB: Butte County Office of Education  
 City, State, Zip Code: 1859 Bird Street, Oroville, Ca 95965  
 Phone: 530-538-7469  
 Taxpayer ID/SSN: \_\_\_\_\_

This agreement will be in effect from: 09/02/05 to 06/30/06  
 Location(s) of Services: (site) CUSD 4-8 classrooms

3. Scope of Work to be performed: (attach separate sheet if necessary)  
 specialist will deliver tobacco prevention curriculum, consistent with state and federal mandates, to participating 4-8 classrooms

4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant services:  
 The services provided through this consultant agreement help to meet the mandates for substance use prevention/intervention required by Title IV and state TUPE grants.

5. Funding/Programs Affected: (corresponding to accounts below)  
 1) TUPE Entitlement  
 2)  
 3)

6. Account(s) to be Charged:

Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1) 100.00	01	6660	0	1110	<del>074</del>	5800	14	740
2)					3110	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)  
 \$ 355.87 Per Unit, times 50.00 # Units = \$ 17,793.50 Total for Services  
 (Unit:  Per Hour  Per Day  Per Activity)

9. Additional Expenses:  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 Total for Addit'l Expenses: 0.00  
 \$ 17,793.50 Grand Total

10. Amounts of \$1,001.00 or more require Board Approval: (date to Board) 09/21/05  
 (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#	_____
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1. The Consultant will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Consultant Agreement. Consultant shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Consultant's employees.
2. Consultant shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page 1 of this Agreement.
3. In the performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.
4. If applicable, the Consultant will certify in writing, using Administration Form #3515.6.1, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
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.

**11. AGREED TO AND ACCEPTED:**

Marian Cage (Signature of Consultant)      Marian Cage (Print Name)      8/25/05 (Date)

**12. RECOMMENDED:**

Ann E. Phillippe (Signature of Originating Administrator)      Ann E Phillippe (Print Name)      8/25/05 (Date)

**13. APPROVED:**

David G. Scott (Signature of District Administrator, or Director of Categorical Programs)      David G. Scott (Print Name)      8/25/05 (Date)

**APPROVED:**

Consultant       Contract Employee  
Randy Meeker (Print Name)

[Signature] (Signature of Asst. Supl. - Business Services)      8/26/05 (Date)

**14. Authorization for Payment:**

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

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CHICO UNIFIED SCHOOL DISTRICT  
Business Services  
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On File (click to view)       Attached

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

On File (click to view)       Attached

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

Name: Boys and Girls Clubs of the North Valley  
Street Address/POB: 601 Walk Street  
City, State, Zip Code: Chico, CA 95925  
Phone: 530-899-0335  
Taxpayer ID/SSN: \_\_\_\_\_

This agreement will be in effect from: 08/01/05 to 06/30/06

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

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

Subject to the availability of resources, the Boys and Girls Club will provide an after school program consisting of educational, enrichment, and recreational activities for 180 students from CUSD 21st Century CLC schools. All expenses incurred by mutual agreement will be paid after receipt of itemized bills.

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

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

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

- 1) 21st Century Community Learning Center After School Program - Chapman, Citrus, McManus, and Rosedale
- 2) 21st Century Community Learning Center After School Program - Neal Dow and Parkview
- 3) \_\_\_\_\_

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	66.00	01	4124	0	1032	1000	5800	14	674
2)	34.00	01	4124	0	1034	1000	5800	14	674
3)							5800	14	

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

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

\$ 160,000.00 Per Unit, times 100 # Units = \$ 160,000.00 Total for Services

(Unit:  Per Hour  Per Day  Per Activity)

(See # 9 on page 2)

9. Additional Expenses:

NOTE: Total Payments Per Year \$ \_\_\_\_\_  
Monthly billings will be paid upon receipt. \$ \_\_\_\_\_  
Total for Addit'l Expenses \$ 0.00  
Grand Total \$ 160,000.00

10. Amounts of \$1,001.00 or more require Board Approval: (date to Board)

(to be completed by Business Services)

**CONSULTANT TERMS AND CONDITIONS**

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

Business Services Use Only	
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- 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.
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\* 9. The Boys and Girls Club reserves the right to re-negotiate the terms of this contract retroactively pending the status of additional funding through SB 854.

**AGREED TO AND ACCEPTED:**

Maureen Pierce (Signature of Consultant)      Maureen Pierce (Print Name)      9/15/05 (Date)

**12. RECOMMENDED:**  
Cynthia A. Kayl (Signature of Originating Administrator)      Cynthia Kayl (Print Name)      9/15/05 (Date)

**13. APPROVED:**  
Veddy Staley (Signature of District Administrator, or Director of Categorical Programs)      Veddy Staley (Print Name)      9-15-05 (Date)

**APPROVED:**  
 Consultant       Contract Employee  
Randy Meeker (Signature of Asst. Supt. - Business Services)      Randy Meeker (Print Name)      9/15/05 (Date)

**14. Authorization for Payment:**

<p><b>(a). CHECK REQUIRED (Invoice to accompany payment request):</b></p> <p><input type="checkbox"/> Partial Payment thru: _____ (Date)</p> <p><input type="checkbox"/> Full or Final Payment</p>	<p><b>(b). DISPOSITION OF CHECK by Accounts Payable:</b>          (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>
--	---

**(c).**  
 \$ \_\_\_\_\_ (Amount)      \_\_\_\_\_ (Originating Administrator Signature - Use Blue Ink)      \_\_\_\_\_ (Date)

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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: Learning for Living, Inc.  
 Street Address/POB: P.O. Box 279  
 City, State, Zip Code: Meadow Vista, CA 95722  
 Phone: 890-574-1100  
 Taxpayer ID/SSN: \_\_\_\_\_

This agreement will be in effect from: 09/07/05 to 05/01/06

Location(s) of Services: (site) Pleasant Valley High School

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

Learning for Living will provide a trained facilitator for a program called "Breaking Down the Walls". The program will use 500 students over two 1/2 days on our campus to improve student connections and campus climate.

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

Improve student connections and campus climate at Pleasant Valley High School.

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

- 1) State Schools
- 2)
- 3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	6405	0	1110	000	5800	14	020
2)							5800	14	
3)							5800	14	

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

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

\$ 1,750.00 Per Unit, times 2.00 # Units = \$ 3,500.00 Total for Services

(Unit:  Per Hour     Per Day     Per Activity)

9. Additional Expenses:

Note: late fee has been waived

\$		Total for
\$		Addit'l Expenses
\$	0.00	

\$ 3,500.00 Grand Total

10. Amounts of \$1,000.00 or more require Board Approval: (date to Board) 09/21/05  
(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#	_____
RCF#	_____

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 #3515.6.1, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
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.

**11. AGREED TO AND ACCEPTED:**

*[Signature]* \_\_\_\_\_ *James Boyd* \_\_\_\_\_ *Learnin's For Wiring Enc 9/6/05* \_\_\_\_\_  
 (Signature of Consultant) (Print Name) (Date)

**12. RECOMMENDED:**

*[Signature]* \_\_\_\_\_ *Michael V...* \_\_\_\_\_ *09/09/05* \_\_\_\_\_  
 (Signature of Originating Administrator) (Print Name) (Date)

**13. APPROVED:**

*[Signature]* \_\_\_\_\_ *Kelly Shelby* \_\_\_\_\_ *9-12-05* \_\_\_\_\_  
 (Signature of District Administrator, or Director of Categorical Programs) (Print Name) (Date)

**APPROVED:**

*[Signature]* \_\_\_\_\_  Consultant  Contract Employee \_\_\_\_\_ *9-15-05* \_\_\_\_\_  
 (Signature of Asst. Supt. - Business Services) (Print Name) (Date)  
 Randy Moecker

**14. Authorization for Payment:**

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

- Partial Payment thru: \_\_\_\_\_ (Date)  
 Full or Final Payment

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

- Send to Site Administrator: \_\_\_\_\_ (Date check required)  
 Mail to Consultant

(c) \$ \_\_\_\_\_

(Amount)

*[Signature]* \_\_\_\_\_  
 (Originating Administrator Signature - Use Blue Ink)

(Date)

Mandatory Instructions  
(click to view)

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

Business Services Use Only	
CA#	_____
V#	_____
RCF#	_____

### 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: Center for Evaluation and Research  
Street Address/POB: 1154 East Avenue  
City, State, Zip Code: Chico, CA 95926  
Phone: 345-8778  
Taxpayer ID/SSN:

This agreement will be in effect from: 09/22/05 to 06/30/06  
Location(s) of Services: (site) Chico High School and Pleasant Valley High School

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

To evaluate Smaller Learning Communities Grant by using formative and summative assessment. Specific areas to be evaluated will include standardized test data, graduation, dropout and attrition rates, planning for freshman transition, adult advocacy, and professional development, and summary reports from SLC structures.

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

To assess the effectiveness of the goals of the grant to include enhanced academic rigor, an increase in options that help students to connect to school, enhancement of current SLC structures, and increased professional development to develop staff capacity to provide rigorous instruction.

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

- 1) Smaller Learning Communities Grant
- 2)
- 3)

6. Account(s) to be Charged:

	Fcl (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	50.00	01	5819	0	1110	1000	5800	14	010
2)	50.00	01	5819	0	1110	1000	5800	14	020
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)

\$ 22,425.00      Per Unit, times 1.00      # Units = \$ 22,425.00      Total for Services

(Unit:  Per Hour       Per Day       Per Activity)

9. Additional Expenses:

\$  
\$      Total for  
\$      0.00 Addit'l Expenses

\$ 22,425.00 Grand Total

10. Amounts of \$1,001.00 or more require Board Approval: (date to Board) 09/21/05  
(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#	_____
RCF#	_____

- 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 #3515.6.1, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
- 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.

**11. AGREED TO AND ACCEPTED:**

Christian Hanson (Signature of Consultant)      CHRISTIAN HANSON (Print Name)      9/6/05 (Date)

**12. RECOMMENDED:**

[Signature] (Signature of Originating Administrator)      EMIL NISSON (Print Name)      9/6/05 (Date)

**13. APPROVED:**

[Signature] (Signature of District Administrator, or Director of Categorical Programs)      MARIE BRUNS (Print Name)      9/13/05 (Date)

APPROVED

[Signature] (Signature of Asst. Supt. - Business Services)       Consultant Randy Meeker (Print Name)       Contract Employee      9-13-05 (Date)

**14. Authorization for Payment:**

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

(c). \$ \_\_\_\_\_ (Amount)      \_\_\_\_\_ (Originating Administrator Signature - Use Blue Ink)      \_\_\_\_\_ (Date)

Mandatory Instructions  
(click to view)

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

Business Services Use Only	
CA#	_____
V#	_____
RCF#	_____

### 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: Stuart & Associates, Governmental Consultants  
 Street Address/POB: 1121 L Street, Suite 102  
 City, State, Zip Code: Sacramento, CA 95814  
 Phone: 916-557-9745  
 Taxpayer ID/SSN: \_\_\_\_\_

This agreement will be in effect from: 10/01/05 to 09/30/06  
 Location(s) of Services: (site)    Off-site

3. **Scope of Work** to be performed: (attach separate sheet if necessary)  
 Professional consulting services in relation to school facilities services and to maximize the State contribution towards school facilities projects per Agreement.
4. **Goal (Strategic Plan, Site Plan, Other)** to be achieved as a result of Consultant services:  
 We will always maintain safe environments conducive to learning.

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

- 1) Building Fund 29
- 2)
- 3)

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

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	29	9339	0	0000	8100	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)

\$ 1,500.00    Per Unit, times 12.00    # Units =    \$ 18,000.00    Total for Services  
 (Unit:  Per Hour     Per Day     Per Activity)

9. **Additional Expenses:**

\$  
 \$  
 \$  
 Total for Addit'l Expenses 0.00

\$ 18,000.00 **Grand Total**

10. Agreement of Board of Trustees (signed by Board Approved): (date to Board) 09/21/05  
 (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#	_____
RCF#	_____

- 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 #3515.6.1, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
- 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.

**11. AGREED TO AND ACCEPTED:**

Susan L. Stuart Susan L. Stuart 9/7/05  
 (Signature of Consultant) (Print Name) (Date)

**12. RECOMMENDED:**

Michael Weissenborn Michael Weissenborn 9/8/05  
 (Signature of Originating Administrator) (Print Name) (Date)

**13. APPROVED:**

\_\_\_\_\_  
 (Signature of District Administrator, or Director of Categorical Programs) (Print Name) (Date)

**APPROVED:**  Consultant  Contract Employee  
Randy Meeker Randy Meeker 9-14-05  
 (Signature of Asst. Supt. - Business Services) (Print Name) (Date)

**14. Authorization for Payment:**

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

(c).  
 \$ \_\_\_\_\_  
 (Amount) (Originating Administrator Signature - Use Blue Ink) (Date)

Mandatory Instructions  
(click to view)

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

Business Services Use Only	
CA#	_____
V#	_____
RCF#	_____

### CONSULTANT AGREEMENT

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

On File (click to view)       Attached

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

On File (click to view)       Attached

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

Name: Chico Area Recreation and Park District (CARD)  
 Street Address/POB: 545 Yellowblossa Avenue  
 City, State, Zip Code: Chico, GA 30526  
 Phone: (530) 895-4711  
 Taxpayer ID/SSN: \_\_\_\_\_

This agreement will be in effect from: 09/01/05 to 06/30/06

Location(s) of Services: (site) Chapman/CARD Center, Citrus, McManus, Neal Dow, Parkview, and Rosedale

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

Subject to the availability of resources, CARD will provide trained and supervised recreation leaders, snack supplies, equipment, and field trip expenses for the 21st Century After School Programs for 210 days per school year. Administrative costs will not exceed 10%.

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

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

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

- 1) 21st Century Community Learning Center After School Program - Chapman, Citrus, McManus, and Rosedale
- 2) 21st Century Community Learning Center After School Program - Neal Dow and Parkview
- 3) \_\_\_\_\_

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	66.00	01	4124	0	1032	1000	5800	14	570
2)	34.00	01	4124	0	1034	1000	5800	14	570
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)

\$ 265,000.00 Per Unit, times 1.00 # Units = \$ 265,000.00 Total for Services

(Unit:  Per Hour  Per Day  Per Activity)

9. Additional Expenses:

NOTE: Total Payments Per Year: \$ \_\_\_\_\_  
 Monthly billings will be paid upon receipt: \$ \_\_\_\_\_  
 Total for Addit'l Expenses: \$ 0.00

\$ 265,000.00 Grand Total

10. Amounts of \$1,001.00 or more require Board Approval: (date to Board)

09/21/05  
(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#	_____
RCF#	_____

- 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 #3515.6.1, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
- 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.

**11. AGREED TO AND ACCEPTED:**

Steve Visconti (Signature of Consultant)      Steve Visconti (Print Name)      9/13/05 (Date)

**12. RECOMMENDED:**

Cynthia A. Karpf (Signature of Originating Administrator)      Cynthia Karpf (Print Name)      9/13/05 (Date)

**13. APPROVED:**

[Signature] (Signature of District Administrator, or Director of Categorical Programs)      Kelly Staley (Print Name)      9-14-05 (Date)

**APPROVED:**

[Signature] (Signature of Asst. Supt. - Business Services)       Consultant       Contract Employee  
Randy Meeker (Print Name)      9-14-05 (Date)

**14. Authorization for Payment:**

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

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

Mandatory Instructions  
(click to view)

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

Business Services Use Only	
CAP	_____
VA	_____
RCPA	_____

CONSULTANT AGREEMENT

ASB

- A completed BSI0a "Certificate of Independent Consultant Agreement" guideline is:
  - On File (click to view)
  - Attached
- 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: Ancient Artifacts  
Street Address/POB: 3700 Smithfield Way  
City, State, Zip Code: Sacramento, CA 95824  
Phone: 916-797-0326

\*Taxpayer ID/SSN:

This agreement will be in effect from 09/21/05 to 10/4/05  
Location(s) of Services: (site) Marsh Junior High

- Scope of Work to be performed: (attach separate sheet if necessary)  
9 classroom presentations to all 7th graders on the Roman Empire

- Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant services:  
Reinforcement of curricular standards.

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

- 1) ASB
- 2)
- 3)

6. Account(s) to be Charged:

Pct (%)	Fund	Resource	Freq/Yr	Goal	Function	Object	Expense	Sub/Dept
1)						5800	14	
2)						5800	14	
3)						5800	14	

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

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

5 Per Unit, times 9 pref. # Units = \$ 1,168 0.00 Total for Services  
(Unit:  Per Hour  Per Day  Per Activity)

9. Additional Expenses:

\$  
\$  
\$

Total for  
0.00 Addit'l Expenses

\$ 1168.00 0.00 Grand Total

10. Amounts of \$1,001.00 or more require Board Approval: (date to Board)

09/21/05

(to be completed by Business Services)




**CONSULTANT TERMS AND CONDITIONS**

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


Business Services Use Only	
CAF#	_____
VS#	_____
RCF#	_____

- 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 EXPENSE 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 #3515.6.1, that criminal background checks have been completed as per Royal 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 Superintendents, 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 assure the satisfactory completion thereof. Consultant agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become, applicable to Consultant, Consultant's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.


**11. AGREED TO AND ACCEPTED:**

 (Signature of Consultant)	<u>Larry Johnson</u> (Print Name)	<u>9/8/05</u> (Date)
---	--------------------------------------	-------------------------


**12. RECOMMENDED:**

 (Signature of Originating Administrator)	<u>Stephen J. Piluso</u> (Print Name)	<u>9/12/05</u> (Date)
---	--	--------------------------

**13. APPROVED:**

 (Signature of District Administrator, or Director of Contracted Program)	<u>Kelly Staley</u> (Print Name)	<u>9-14-05</u> (Date)
---	-------------------------------------	--------------------------

**APPROVED:**

 (Signature of Asst. Supt. - Business Services)	<input checked="" type="checkbox"/> Consultant <u>Randy Meeker</u> (Print Name)	<input type="checkbox"/> Contract Employee <u>9-14-05</u> (Date)
---	---	--

**14. Authorization for Payment:**

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

CHICO UNIFIED SCHOOL DISTRICT

1163 East Seventh Street  
Chico, CA 95928-5999

Marsh Junior High School  
FUND RAISING REQUEST

All fund raising projects/activities are to be approved by the school principal (minor) or the Board of Education (major) prior to initiating the project/activity. The principal/designee shall maintain a written financial record of each approved fund raising project/activity. Funds generated from the projects/activities shall be deposited in the Associated Student Body account.

SCHOOL Marsh Junior High School

CLUB OR ORGANIZATION PTSO

ADVISOR Becky Berger / Jana Miller PTSO Co-Presidents

PURPOSE OF THE FUND RAISING PROJECT/ACTIVITY  
Financially support elective classes (budgets)

FINANCIAL GOAL OF THE PROJECT: (Major = more than \$5,000 gross)

Minor: Estimated Gross \$ \_\_\_\_\_  Major: Estimated Gross \$ 8,000-10,000  
Estimated Net \$ \_\_\_\_\_ Estimated Net \$ 5,000-6,000

Fall  
Spring

NATURE OF PROJECT/ACTIVITY (i.e., car wash)  
Fall Pictures / Spring Pictures

Est. Gross 6,000 - 8,000  
Est net 3,500 - 6,000

- Class I - A project or series of activities that will be restricted to a school's student and parent population.
- Class II - A project or series of activities that will extend beyond a school's population and will involve students, parents and members of the general community population in the fund raising effort.

BEGINNING/ENDING DATE(S) AND TIME OF PROPOSED FUND RAISING ACTIVITY(IES):

BEGINNING DATE September 2005

ENDING DATE October 2005

BEGINNING TIME March 2006

ENDING TIME April 2006

LOCATION Various locations on campus

NUMBER OF STUDENTS TO BE INVOLVED 400-700

RECOMMENDED

9/14/05  
Date [Signature]  
Student Officer's Signature (if applicable)

8/26/05  
Date Becky Berger  
Advisor's Signature PTSO

9/14/05  
Date [Signature]  
MHS Director of Activity Signature

9/14/05  
Date [Signature]  
Principal's Signature

9/14/05  
Date [Signature]  
Assistant Superintendent's Signature

Approved by Council:  
(Date of Minutes)  
Club: \_\_\_\_\_  
By: \_\_\_\_\_  
(Secretary)  
ASB: 9/14/05  
By: [Signature]  
(Secretary) - Treasurer

Approval	Recommend
<u>Minor</u>	<u>Major</u>
Yes No	Yes No
<input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Recommend	
<u>Major</u>	
Yes No	
<input type="checkbox"/> <input type="checkbox"/>	

Date - Approved by Board of Education

MARSH JUNIOR HIGH SCHOOL  
PTSO PHOTO FUNDRAISING ACTIVITY  
2005-2006

The Marsh Junior High School yearbook class will organize and conduct a fall and spring photo shoot with the cooperation of the elective department. The yearbook class will receive all the educational benefits of the program, including peer interaction, photographic know how and team work.

The PTSO will perform all the fundraising work. They will market the photos to Marsh parents, organize the photo packages, conduct all business with the photo processor, package and distribute the photo packages and collect the proceeds and deposit the funds in the PTSO account.

All equipment being used will be provided by Marsh Junior High School. The equipment has been purchased using funds from prior photo sales. PTSO is a nonprofit organization. As an organization they will then determine the best use of the proceeds utilizing published PTSO procedures.

CHICO UNIFIED SCHOOL DISTRICT

1163 East Seventh Street  
Chico, CA 95928-5999

FUND RAISING REQUEST

All fund raising projects/activities are to be approved by the school principal (minor) or the Board of Education (major) prior to initiating the project/activity. The principal/designee shall maintain a written financial record of each approved fund raising project/activity. Funds generated from the projects/activities shall be deposited in the Associated Student Body account, PTA/PTO account or the appropriate District account.

SCHOOL Marigold Elementary School

CLUB OR ORGANIZATION PTA

ADVISOR \_\_\_\_\_

PURPOSE OF THE FUND RAISING PROJECT/ACTIVITY To use for school improvement projects

FINANCIAL GOAL OF THE PROJECT: (Major = more than \$5,000 gross)  
 Minor: Estimated Gross \$ \_\_\_\_\_ Estimated Net \$ \_\_\_\_\_  
 Major: Estimated Gross \$ 15,000  
Estimated Net \$ 10,000

NATURE OF PROJECT/ACTIVITY (i.e., car wash) Jog-a-Thon

- Class I - A project or series of activities that will be restricted to a school's student and parent population.
- Class II - A project or series of activities that will extend beyond a school's population and will involve students, parents and members of the general community population in the fund raising effort.

BEGINNING/ENDING DATE(S) OF PROPOSED FUND RAISING PROJECT(S)/ACTIVITY(IES):  
BEGINNING Sept 16<sup>th</sup> ENDING Oct 7<sup>th</sup>

LOCATION Marigold Elementary School

NUMBER OF STUDENTS TO BE INVOLVED \_\_\_\_\_

RECOMMENDED

Date \_\_\_\_\_ Student Officer's Signature (if applicable) \_\_\_\_\_

Date \_\_\_\_\_ Advisor's Signature \_\_\_\_\_

Date \_\_\_\_\_ [Signature]  
Director of Activity Signature (if applicable) \_\_\_\_\_

Date \_\_\_\_\_ Principal's Signature \_\_\_\_\_

Date 9-7-05 Assistant Superintendent's Signature [Signature]

Approval		Recommend
Minor	Major	
Yes	No	Yes
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Date - Approved by Board of Education \_\_\_\_\_

cc: Advisor  
Principal

**RECEIVED**

AUG 30 2005

EDUCATIONAL SERVICES

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

**FIELD TRIP REQUEST**

**TO:** CUSD Board of Education **Date:** 8/22

**FROM:** Kevin Payne **School/Dept.:** CHS/Ag

**SUBJECT:** Field Trip Request

Request is for FFA Ag Mechanics team  
 (grade/class/group)

Destination: Modesto Activity: FFA Field Day

from 8/31/06 1:30 to 9/11/06 9:00 pm  
 (dates) / (times) (dates) / (times)

Rationale for Trip: Career skills Development

---

Number of Students Attending: 4 Teachers Attending: 1 Parents Attending: 0

Student/Adult Ratio: 4:1

Transportation: Private Cars \_\_\_\_\_ CUSD Bus \_\_\_\_\_ Charter Bus Name \_\_\_\_\_  
 Other: Dist Van

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

**ESTIMATED EXPENSES:**

Fees \$ 60<sup>00</sup> Substitute Costs \$ 0 Meals \$ 0

Lodging \$ 200<sup>00</sup> Transportation \$ 50<sup>00</sup> Other Costs \$ 0

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

Name \_\_\_\_\_ Acct. #: \_\_\_\_\_ \$ \_\_\_\_\_

Name \_\_\_\_\_ Acct. #: \_\_\_\_\_ \$ \_\_\_\_\_

K Payne 8/22  
 Requesting Party Date

J. Taylor 8/29/05  Approve/Minor  Do not Approve/Minor  
 Site Principal Date or

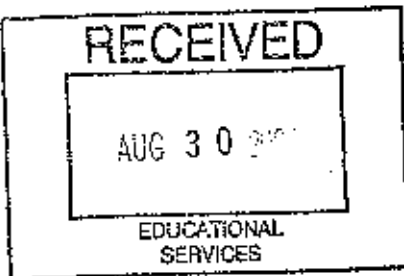
Bay 9/6/05  Recommend/Major  Not Recommended/Major  
 Director of Transportation Date (If transporting by bus or Charter)

**IF MAJOR FIELD TRIP**

Bay 9/7/05  Recommend  Not Recommended  
 Director of Educational Services Date

Approved  Not Approved

Board Action \_\_\_\_\_ Date \_\_\_\_\_



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

**FIELD TRIP REQUEST**

TO: CUSD Board of Education

Date: 8/22/05

FROM: Kevin Payne

School/Dept.: CHS / Ag.

SUBJECT: Field Trip Request

Request is for FFA Ag. Mechanics team  
(grade/class/group)

Destination: Cal Poly San Luis Obispo Activity: FFA state finals

from 5/15/06 / 12:30 pm to 5/16/06 / 9:00 pm  
(dates) / (times) (dates) / (times)

Rationale for Trip: Career skills Development

---

Number of Students Attending: 4 Teachers Attending: 1 Parents Attending: 0

Student/Adult Ratio: 4:1

Transportation: Private Cars \_\_\_\_\_ CUSD Bus \_\_\_\_\_ Charter Bus Name \_\_\_\_\_  
Other: Dist. Van

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

**ESTIMATED EXPENSES:**

Fees \$ 60<sup>00</sup> Substitute Costs \$ 0 Meals \$ 0

Lodging \$ 200<sup>00</sup> Transportation \$ 100<sup>00</sup> Other Costs \$ 0

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

Name \_\_\_\_\_ Acct. #: \_\_\_\_\_ \$ \_\_\_\_\_

Name \_\_\_\_\_ Acct. #: \_\_\_\_\_ \$ \_\_\_\_\_

K Payne  
Requesting Party Date: 8/22

Jim Hanko  
Site Principal Date: 8/29/05  Approve/Minor  Do not Approve/Minor  
or  Recommend/Major  Not Recommended/Major

Barbara O'Leary  
Director of Transportation Date: 9/6/05  
(If transporting by bus or Charter)

**IF MAJOR FIELD TRIP**

[Signature]  
Director of Educational Services Date: 9-7-05  Recommend  Not Recommended

Board Action Date: \_\_\_\_\_  Approved  Not Approved



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

530/891-3000  
 fax 891-3220  
[www.ChicoUSD.org](http://www.ChicoUSD.org)

**Chico Unified School District**  
 Response to the 2005-2006 Initial Proposal of the Chico Unified Teachers  
 Association (CUTA)

September 2005

Pursuant to Article 15 of the Collective Bargaining Agreement between CUTA and the District, the District provides the following response to the initial proposal presented by CUTA.

The District values student achievement and recognizes that hard working, talented and dedicated teachers are the core of the District's educational efforts. One of the current priorities of the Board is to "...continue to work with all employee groups in an open, honest manner that seeks to foster respect while we resolve issues of mutual concern..." The District welcomes the opportunity to work with CUTA and engage in constructive dialogue on the issues that were identified in their initial proposal (i.e. fair and equitable wages, language regarding transfer/reassignment of CUTA members and the impacts of federal mandates). The District will work diligently toward meeting the needs of all concerned including the students, parents and staff of the District, within the constraints of economic conditions and legal mandates.

In addition to those issues presented in the CUTA initial proposal, the District proposes that the issue of staff development time (Appendix E) and the need for consensus (Fist to Five - Appendix G) in order to initiate changes on issues such programmatic or scheduling changes be a part of the discussion for the 2005-2006 negotiations process.

**Certified Copy**

**Chico Unified School District  
Corporate Resolution Amending  
Section 125 Cafeteria Plan**

RESOLUTION 937-05

By action of the Board of Trustees of Chico Unified School District taken as of \_\_\_\_\_, the following resolution was duly adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of this District does hereby amend the existing Chico Unified School District SECTION 125 CAFETERIA PLAN (Plan Number 521) as follows:

**Definition of Eligible Employees:** The definition of eligible employees is hereby amended to include those employees who are members of the Chico United Teachers Association (CUTA). This change is to be effective as of January 1, 2006. All other requirements to be eligible for this plan will remain the same.

RESOLVED, that full power and authority are hereby conferred upon the Board of Trustees of this District to execute amendments to such Plan within the general intent and purpose thereof in order that the Plan shall qualify under the provisions of Section 125 of the Internal Revenue Code of 1986, as amended.

I HEREBY certify that the foregoing is a true and exact copy of resolutions adopted by the Board of Trustees of this District and that such resolutions have not been amended, modified, or revoked and are still in full force and effect.

IN WITNESS WHEREOF, I have signed this Certificate as of \_\_\_\_\_.

\_\_\_\_\_  
By: Secretary of the Board of Trustees



**CHICO UNIFIED SCHOOL DISTRICT**

Date: September 21, 2005

To: Dr. Scott Brown, Superintendent  
School Board Members

From: Randy Meeker, Asst. Supt., Business



Re: Tax Revenue Anticipation Note (TRANS)  
Fiscal Year 2005-2006

TRANS are short-term (15 months) borrowing instruments. The purpose of the short-term borrowing is to have a pool of funds available to partially mitigate negative cash positions that might occur during the fiscal year in the general fund.

In a normal fiscal year, cash balances will reach their lowest point in mid-December. This is the cumulative point in time when monthly expenditures exceed State and Federal apportionments and property tax receipts. School districts do not receive property tax distributions from the County Treasurer until late December or early January.

CUSD is participating in a County-wide TRANS pool, which includes the Butte County Office of Education and Paradise Unified. Pooling a TRANS issuance effectively reduces the issuance costs for each participant.

Current IRS regulations allow a small debt issuer to keep arbitrage on a TRANS issuance. Arbitrage results when the cost of issuance and bondholder interest expense is less than the interest income earned while the TRANS principle is invested.

In Butte County, TRANS funds are invested with the County Treasurer. These funds may never be needed by the district, and therefore may earn a full twelve months of interest income.

Based on current cash balances, the 2005/06 TRANS issuance should range from \$10.0 to \$12.5 million dollars. Arbitrage on this issuance should reach \$149,000.

RESOLUTION NO. 940-05

RESOLUTION OF THE BOARD OF EDUCATION OF  
THE CHICO UNIFIED SCHOOL DISTRICT  
AUTHORIZING BORROWING

WHEREAS, pursuant to Sections 53850, et seq., of the Government Code of the State of California (the "Act") contained in Article 7.6 thereof, entitled "Temporary Borrowing," on or after the first day of any fiscal year (being July 1), the Chico Unified School District (the "District") may borrow money by issuing notes for any purpose for which the District is authorized to expend moneys, including, but not limited to, current expenses, capital expenditures, and the discharge of any obligation or indebtedness of the District; and

WHEREAS, this Board of Education (the "District Board"), being the governing board of the District, hereby requests a loan of not to exceed Twelve Million Five Hundred Thousand Dollars (\$12,500,000.00) at an interest rate not to exceed six percent (6%) per annum (the "Loan") through the issue by the Board of Supervisors of the County of Butte (the "County") of 2005-2006 Tax and Revenue Anticipation Note (the "TRANS") on behalf of the Butte County Office of Education (the "Office"), and to evidence such loan by execution of its note (the "Note"); and

WHEREAS, such Note is payable not later than fifteen months after the date of issue, and such Note shall be payable only from revenue received or accrued during the fiscal year 2005-2006 in which issued; and

WHEREAS, pursuant to Section 53856 of the Act, the District may pledge any taxes, income, revenue, cash receipts, or other moneys deposited in inactive or term deposits (but excepting certain moneys encumbered for a special purpose) and this Resolution specifies that certain unrestricted revenues which will be received by the District for the General Fund of the District during or allocable to fiscal year 2005-2006 are pledged for the payment of the Note; and

WHEREAS, the Note shall be a general obligation of the District, and to the extent not paid from the taxes, income, revenue, cash receipts, and other moneys of the District pledged for the payment thereof shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as required by Section 53857 of the Act; and

WHEREAS, the Note shall be issued on a date to be determined; and shall be in the form and executed in the manner prescribed in this Resolution, as required by Section 53853 of the Act; and

WHEREAS, the District Board has found and determined that said \$12,500,000 maximum principal amount of Note, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from state and federal governments), cash receipts and

other moneys of the District which will be available for the payment of the Note and interest thereon, as required by Section 53858 of the Act; and

WHEREAS, The District Board has found and determined that the Note will not be issued to finance a working capital reserve and will be expended within the time period required as provided in the Income Tax Regulations of the United States Treasury; and

NOW, THEREFORE, the Board of Education of the Chico Unified School District hereby resolves as follows:

Section 1. Findings. All of the above recitals are true and correct and the District Board so finds and determines.

Section 2. Authorization of Issuance of Note; Terms Thereof; Paying Agent. The District Board hereby authorizes the borrowing from the Office of an amount not to exceed \$12,500,000.00 principal amount and the issuance of a Note under Sections 53850, *et seq.*, of the Act, to be dated the date of delivery thereof; to mature (without option of prior redemption) and to bear interest at the rate or rates as determined in accordance with the Issuance Resolution (defined below). Subject to Section 3 hereof, both the principal of and interest on the Note shall be payable in lawful money of the United States of America at the principal office of the Butte County Treasurer/Tax Collector, Oroville, California, which is hereby designated by this Board as the paying agent for the Note (the "Paying Agent").

Section 3. Form of Note. The Note shall be substantially in the form and substance set forth in Exhibit A attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures.

Section 4. Deposit of Loan Proceeds; No Arbitrage. The moneys so borrowed shall be initially deposited in the Treasury of the County in a proceeds fund to the credit of the Butte County Office of Education and subsequently credited to the general fund of the District concurrently with the delivery of the District Note. Such funds are to be withdrawn, used or expended by the District for any purpose for which it is authorized to invest or expend funds from the general fund of the District, including, but not limited to current expenses, capital expenditures or the discharge of any obligation of indebtedness of the District. Until used or expended, the moneys may be invested in investment securities by the County Treasurer directly, or through an investment agreement, in investments as permitted by applicable California law, and meeting Standard and Poor's Ratings Services criteria for investments, or other investments approved by Standard and Poor's Rating Services including, but not limited to, investment in the Local Agency Investment Fund maintained by the Treasurer of the State of California. The District hereby covenants that it will make no use of the proceeds of the Note that would cause the Note to be "arbitrage bonds" under Section 148 of the Code; and, to that end, so long as the Note is outstanding, the District, and all of its officers having custody or control of such proceeds, shall comply with all requirements of (a) said section, including restrictions on the use and investment of proceeds of the Note and the rebate of a portion of investment earnings on certain amounts, including proceeds of the Note, if required, to the Federal government, and (b) of the Income Tax Regulations of the United States Treasury promulgated thereunder or any

predecessor provisions, to the extent that such regulations are, at the time, applicable and in effect, so that the Note will not be "arbitrage bonds."

Section 5. Payment of Note.

(A) Source of Payment. The principal amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts, and other moneys which are received by the District during fiscal year 2005-2006 and which are available therefor. The Note shall be a general obligation of the District, and, to the extent the Note is not paid from the Pledged Revenues defined below, the Note shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as provided herein and by law.

(B) Pledged Revenues. As security for the payment of the principal of and interest on the Note, the District hereby pledges an amount equal to the principal amount of the Note from the unrestricted revenues received by the District in the months designated as deposit dates by the Butte County Superintendent of Schools (the "Superintendent") as provided in the resolution authorizing the issuance of the TRANS (the "Issuance Resolution"), plus an amount sufficient to pay interest on the Note, from unrestricted revenues received by the Superintendent (such pledged amounts being hereinafter called the "Pledged Revenues"). The term "unrestricted revenues" shall mean taxes, income, revenue, cash receipts, and other money of the District as provided in Section 53856 of the Act, which are intended as receipts for the general fund of the District and which are generally available for the payment of current expenses and other obligations of the District.

The principal of the Note and the interest thereon shall be a first lien and charge against and shall be payable from the first moneys received by the District from such Pledged Revenues, as provided by law.

In the event that there are insufficient unrestricted revenues received by the District to permit the deposit with the County Treasurer of the full amount of Pledged Revenues to be deposited from unrestricted revenues in a month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the repayment of the Note and the interest thereon.

(C) Covenant Regarding Additional Short-Term Borrowing. The District hereby covenants and warrants that it will not request the County Treasurer/Tax Collector (in such capacity, the "County Treasurer") to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during the 2005-2006 fiscal year pursuant to the authority of Article XVI, Section 6, of the Constitution of the State of California or any other legal authority.

(D) Deposit of Pledged Revenues in Repayment Fund. The District shall deposit Pledged Revenues in the County treasury in a special fund designated as the "Chico Unified School District 2005-2006 Tax and Revenue Anticipation Note Repayment Fund," (herein called the "Repayment Fund") established pursuant to the established pursuant to the resolution of the County Board authorizing the issuance of the TRANS (the "Issuance Resolution") and applied as directed in the Issuance Resolution. Any moneys placed in the Repayment Fund shall be for the

benefit of the holders of the Note, and until the Note and all interest thereon are paid or until provision has been made for the payment of the Note at maturity with interest to maturity, the moneys in the Repayment Fund shall be applied only for the purposes for which the Repayment Fund is created.

(E) Disbursement of Moneys Deposited with Treasurer. From the date this Resolution takes effect, all Pledged Revenues shall, when received, be deposited in the Repayment Fund to be held, invested and accounted for as provided herein. After such date as the amount of Pledged Revenues deposited in the Repayment Fund shall be sufficient to pay in full the principal of and interest on the Promissory Note, when due, any moneys in excess of such amount remaining in or accruing to the Repayment Fund shall be transferred to the General Fund of the District upon the request of the District. On the maturity date of the Promissory Note, the moneys in the Repayment Fund shall be used, to the extent necessary, to pay the principal of and interest on the Promissory Note. In accordance with Government Code Section 53857, the District shall make up any deficiency from any other money of the District lawfully available for the payment of the Promissory Note and the interest thereon.

Section 6. Execution of Note. The Treasurer, or designated deputy thereof, is hereby authorized to sign the Note manually or by facsimile signature; the Clerk of the District Board (the "Clerk") to countersign the Note manually or by facsimile signature; and said officers to cause the blank spaces thereof to be filled in as may be appropriate.

Section 7. General. All actions heretofore taken by the officers and agents of the District Board with respect to the Note are hereby approved, confirmed and ratified, and the officers of the District Board are hereby authorized and directed to do any and all things and take any and all actions which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Note in accordance with this Resolution.

Section 8. Further Actions Authorized. It is hereby covenanted that the District Board, and its appropriate officials, have duly taken all proceedings necessary to be taken by them, and will take any additional proceedings necessary to be taken by them, for the levy, collection and enforcement of the secured property taxes pledged under this Resolution in accordance with the law and for carrying out the provisions of this Resolution and the Issuance Resolution.

Section 9. Covenants. The District Board and its officers, agents and employees hereby covenant to comply with the liens of this Resolution and the Issuance Resolution.

Section 10. Transmittal of Resolution. The Clerk is hereby directed to send a certified copy of this Resolution to the County Board, the Treasurer and the County Superintendent of Schools.

PASSED AND ADOPTED by the Board of Education of the Chico Unified School District this 21st day of September, 2005, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
President, Board of Education  
Chico Unified School District

Attest:

\_\_\_\_\_  
Dr. Scott Brown, Secretary of the Board of Education,  
Chico Unified School District

**EXHIBIT A****In form-Specimen**

**CHICO UNIFIED SCHOOL DISTRICT  
(BUTTE COUNTY, CALIFORNIA)  
2005-2006 TAX AND REVENUE ANTICIPATION NOTE**

Date [closing date]

\$ \_\_\_\_\_

FOR VALUE RECEIVED, CHICO UNIFIED SCHOOL DISTRICT, Butte County, State of California (the "District") acknowledges itself indebted, and promises to pay, to the Butte County Board of Education (the "BCBOE"), at the Office of the Treasurer and Tax Collector of the County of Butte, the principal sum of

**[BORROWED SUM]**

In lawful money of the United States of America, on [due date] together with interest thereon at the rate of

**[INTEREST RATE]**

per annum, in like lawful money of the United States of America from the date hereof until payment in full of said principal sum.

It is hereby certified, recited and declared that this Note is made, executed and given pursuant to the provisions of a resolution of the Board of Supervisors (the "Board") of Butte County (the "County") duly passed and adopted on [month & day], 2005, and a resolution of the District duly passed and adopted on [month & day], 2005 under and by authority of Article 7.6 (commencing with section 53850) of Chapter 4, Part 1, Division 2, Title 5, of the California Government Code, and that all conditions, things and acts required to exist, happen and be performed precedent to and in the issuance of this Note exist, have happened and have been performed in regular and due time, form and manner as required by law, and that this Note, together with all other indebtedness and obligations of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

The principal amount of the Notes, together with the interest thereon, shall be payable only from taxes, revenue and other moneys that are received by the District during fiscal year 2005-2006. As security for the payment of the principal of and interest on the Notes, the District has pledged the first "unrestricted revenues", as hereinafter defined, (a) in an amount equal to [amount] percent (%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending [month & day], 200X, (b) in an amount equal to [amount] percent (%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending [month & day], 200X, (c) in an amount equal to [amount] percent (%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending [month & day], 200X, and (d) in an amount

equal to [amount] percent (%) of the principal amount of the Notes, plus an amount sufficient to pay interest on the Notes, from unrestricted revenues received by the District in the month ending [month & day], 200X (such pledged amounts being hereinafter called the "Pledged District Revenues"); and the principal of the Notes and the interest thereon shall constitute a first lien and charge against and shall be payable from the first money received by the District from such Pledged District Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor. The term "unrestricted revenues" shall mean taxes, income, revenue and other moneys intended as receipts for the general fund of the Office and which are generally available for the payment of current expenses and other obligations of the Office.

IN WITNESS WHEREOF, the Board of Supervisors of Butte County, California has caused this Note to be issued in the name of the County and to be executed by the manual or facsimile signature of the Treasurer-Tax Collector and countersigned by the manual or facsimile signature of the Clerk of the Board, all as of the Issue Date stated above.

**COUNTY OF BUTTE COUNTY**

By \_\_\_\_\_  
Dick Puelicher, Treasurer-Tax Collector

Countersigned:

\_\_\_\_\_  
Clerk of the Board of Supervisors

Acknowledged by:

**CHICO UNIFIED SCHOOL DISTRICT**

By \_\_\_\_\_  
Dr. Scott Brown, Superintendent



**SECRETARY'S CERTIFICATE**

Certified Copy of Resolution No. 940-05  
 Adopted on September 21 , 2005

I, Dr. Scott Brown, hereby certify that I am the Superintendent and Secretary of the Board of Education of the Chico Unified School District (the "District"), school district organized and existing under and by virtue of the Constitution and laws of the State of California and that as such I am authorized to execute this Certificate on behalf of the District.

I hereby further certify that attached hereto is a complete copy of a resolution which was duly adopted by the Board of Education of the District at a meeting thereof which was duly called and held on September 21, 2005, and at such meeting a quorum was present and acting throughout, and that said resolution has not been amended, modified or rescinded since the date of adoption and is now in full force and effect.

Dated: \_\_\_\_\_, 2005.

CHICO UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
 Dr. Scott Brown, Superintendent

## CHICO UNIFIED SCHOOL DISTRICT

### CONTRACT OF EMPLOYMENT OF DISTRICT SUPERINTENDENT

This Agreement is entered into and effective on September 21, 2005, by and between the Board of Trustees of the Chico Unified School District ("Board"), by and on behalf of the Chico Unified School District ("District"), and Dr. Chet Francisco ("Superintendent").

---

#### 1. Term of Employment

The District hereby employs the Superintendent, and the Superintendent hereby accepts employment, as the Superintendent of the Chico Unified School District, for a term commencing October 1, 2005 and ending June 30, 2009. The parties agree that the notice provisions of Education Code § 35031 are not applicable.

The position of Superintendent is not subject to any tenure, civil service or other system of employment arrangement whereby a Superintendent by serving a term or any part thereof under one or more contracts acquires any right to continued employment beyond a current contract term, and no member of the Board of Education nor any official of the District has any authority to offer or confer such rights or to represent the availability thereof.

#### 2. Salary and Work Year

The Superintendent's salary shall be \$170,000.00 per annum. The annual salary shall be paid in twelve (12) equal installments on the last working day of the month.

The Board reserves the right to adjust the annual salary for any or all of the contract years, or any portion thereof, with the mutual consent of the Superintendent. Any adjustment to salary during the term of this Agreement shall be mutually agreed to, shall be as an amendment, and shall not operate as a termination of this Agreement.

The Superintendent shall render twelve (12) months of full and regular service to the District during each annual period thereof, and pro rata otherwise. The work year is normally exclusive of those holidays specified in Education Code section 37220 when public schools are to be closed.

#### 3. Superintendent and Board Responsibilities

The Superintendent shall be the chief executive officer of the Board. As such, the Superintendent shall have the primary responsibility for execution of Board policy, whereas the Board shall retain the primary responsibility for formulating and adopting said policy. The

parties agree, individually and collectively, not to usurp the primary responsibility of the other party.

#### **4. Duties**

The Superintendent is hereby employed as District Superintendent and shall perform the duties of District Superintendent as prescribed by the laws of the State of California and shall have the authority and responsibility set forth in Education Code section 35035. The Superintendent agrees to perform at the highest professional level of competence the services, duties and obligations required by the contract, the laws of the state, and the rules, regulation and policies of the Board.

#### **5. Personnel Matters**

The Superintendent shall have the primary responsibility of organizing, reorganizing and arranging the administrative and supervisory staff, including instruction and business affairs, which in his judgment best serves the District. The Superintendent shall have the primary responsibility in all personnel matters, including selection, assignment, evaluation and transfer of employees.

#### **6. Outside Professional Activities**

By prior approval of the Board (or ratification by the Board where such prior approval is not feasible), the Superintendent may undertake outside professional activities including, but not limited to, consulting, speaking and writing; said outside professional activities may be performed for consideration provided said activities do not interfere with the Superintendent's normal duties.

#### **7. Goals and Objectives and Evaluation**

As soon as practical after the execution of this Agreement, and annually thereafter between July 1 and August 31, the parties shall meet to establish Superintendent goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated. The Board shall annually evaluate the performance of the Superintendent and the working relationship between the Superintendent and the Board. This evaluation shall be based upon the Superintendent's duties and the mutually agreed upon goals and objectives. The parties shall strive to have the final written evaluation completed by June 15.

#### **8. Termination**

##### **a. Termination For Cause**

The Superintendent may be discharged for material breach of this Agreement or for good and just cause, provided, however, that the Board does not arbitrarily and capriciously call for his dismissal. The Superintendent previously will have been provided by the Board with reasonable time to correct the conditions which are the cause of the proposed discharge, unless exceptional and unforeseen circumstances have occurred which require immediate action. Notice of the proposed discharge by the Board shall be given in writing along with a reasonably detailed statement of the charges and copies of the materials upon which the proposed action is based. The Superintendent shall be entitled to a hearing before the Board. Such hearing shall be in closed session unless specifically prohibited by state law or a public hearing is requested by the Superintendent. Any decision by the Board shall be in writing and shall be served upon the Superintendent. The decision shall set forth either a withdrawal of the charges or a statement that the charges are found to exist. The Board's action shall be final and shall specify the action to be taken with the Superintendent's employment with the District. Upon termination for cause, this Agreement shall be fully and finally terminated and the District shall be under no obligation to pay salary and/or benefits and the Superintendent shall cease to be a District employee.

b. Termination Without Cause

Notwithstanding any other provision of the Agreement, the Board, in its discretion and upon the giving of thirty (30) days written notice, shall have the option to terminate this Agreement any time during the term of this Agreement, without cause. If the Board elects the option to terminate the Agreement without cause, it shall continue to pay the Superintendent as follows:

1. If the decision to terminate this Agreement without cause is within the first year of this contract, the Superintendent shall continue to receive his monthly salary and fringe benefits for twelve (12) months, subject only to the last paragraph of this section.
2. If the decision to terminate this Agreement without cause is made anytime thereafter, the Superintendent shall continue to receive his monthly salary and fringe benefits for six (6) months or the remainder of the term, whichever is less, subject only to the last paragraph of this section.
3. The Board reserves the right to require the Superintendent to continue to provide services under this Agreement for a time subsequent to the notice provided for above. In said event the payment period referred to in subparagraphs (1) and (2) of this paragraph shall not commence until completion of this last day of service.

4. All payments under this provision shall cease as of the date the Superintendent commences comparable employment. "Comparable Employment" shall mean a position of substantially equal responsibility and compensation. Superintendent shall make reasonable efforts to find and accept "Comparable Employment."

## **9. Memberships**

District agrees to pay on behalf of or reimburse the Superintendent for his Rotary and Association of California School Administrators and other association dues approved by the Board during the course of this Agreement.

## **10. Fringe Benefits, Vacations and Sick Leave**

The Superintendent shall be afforded at a minimum all health, welfare and other fringe benefits of employment which are granted to the District's certificated management employees.

The Superintendent shall be entitled to 27 annual vacation days with pay, exclusive of holidays defined in Sections 37220 through 37222 of the Education Code. Vacation days may not be accumulated more than 5 days per any contract year. Vacation days may not be accumulated beyond 30 days total for the life of the contract or any extension; vacation days accrued over that amount shall be lost. In the event of termination of this contract, the Superintendent shall be entitled to compensation for unused accrued vacation at his current daily rate at time of contract termination, subject to the 30 day cap set forth herein. Daily rate is to be calculated on a twelve month work year.

The Superintendent shall accrue sick leave at the rate of twelve (12) days per contract year. Sick leave shall be transferred and shall accumulate pursuant to the Education Code.

## **11. Professional Meetings**

The Superintendent is expected to attend appropriate professional meetings at local and state levels. Prior approval of the Board shall be obtained when the Superintendent attends national functions. The expense of all such meetings shall be paid by the District. Conference attendance travel on District business will be at the Superintendent's discretion considering his work load.

## **12. Expense Reimbursement**

The District shall reimburse the Superintendent for all actual and necessary expenses incurred by him within the scope of his employment; whenever possible, supporting vouchers shall be submitted for expenditures.

## **113. Relocation Expense**

The Board agrees to pay a one-time relocation expense of \$8,500.00 as a lump sum within 30 days of the execution of this Agreement.

**14. Applicable Law**

This Agreement is subject to all applicable laws of the State of California, rules and regulations of the State Board of Education, and rules, regulations and policies of the Board all of which are made a part of the terms and conditions of this contract as though set forth herein.

**15. Independent Counsel Advice**

The Superintendent acknowledges that this Agreement has been prepared by Gregory P. Einhorn as counsel to the District and Board and that Superintendent has been advised to obtain the services of independent counsel.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_ day of September, 2005, by the Board of Education, Chico Unified School District and the Superintendent.

**CHICO UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES**

\_\_\_\_\_  
Rick Anderson, President

\_\_\_\_\_  
Rick Rees Vice President

\_\_\_\_\_  
Anthony Watts, Clerk

\_\_\_\_\_  
Scott Huber, Member

\_\_\_\_\_  
Jann Reed, Member

I accept the above:

\_\_\_\_\_  
Dr. Chet Francisco, Superintendent

CHICO UNIFIED SCHOOL DISTRICT  
 1163 EAST SEVENTH STREET  
 CHICO, CA 95928  
 (530) 891-3000

**RESOLUTION NO. 935-05**

Whereas, the governing board of Chico Unified School District, in order to comply with the requirements of *Education Code* sections 60119 held a public hearing on September 21, 2005, at 7:00pm, which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

Whereas, the local governing board provided at least ten days notice of public hearing posted in at least three places within the district that stated the time, place and purpose of the hearing, and;

Whereas, the local governing board encouraged participation by parents, teachers, members of the community and bargaining unit leaders in the public hearing, and;

Whereas information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district, and;

Whereas, the definition of "sufficient textbooks or instructional materials" means that each pupil has a textbook or instructional materials, or both, to use in class and to take home to complete homework assignments;

Whereas sufficient textbooks and instructional materials were provided to each student, including English learners, in mathematics, science, history-social science, and English/language arts, including the English language development component of an adopted program, consistent with the cycles and content of the curriculum frameworks;

Whereas, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language or health classes, and;

Whereas, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

Therefore be it resolved that for the 2005-06 school year, the Chico Unified School District has provided each pupil with sufficient textbooks and/or instructional materials consistent with the cycles and content of the curriculum frameworks.

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Adopted this 21st day of September, 2005

Ayes:  
 Noes:  
 Abstentions:  
 Absent:

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Board President

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Secretary/Clerk