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 3rd 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. **CONSENT CALENDAR**

The items listed below will be approved by the Board in one action. However, any member of the governing board may remove an item from the consent calendar for individual discussion and action.

4.1 **Minutes of Special Meeting – 09/07/05**
Consider approval of minutes. Exhibit

4.2 **Certificated Human Resources Actions**
Consideration of certificated HR changes. Exhibit

4.3 **Classified Human Resources Actions**
Consideration of classified HR changes. Exhibit

4.4 **Payment of Warrants**
Consider payment of warrants drawn for billings received between August 31 – September 14, 2005

4.5 **Clearing of Expulsion**
Consider approval of the clearing of expulsion for the following student: #54117.

4.6 **Expulsion**
Consider approval of the expulsion for the following student identified by student number: #23767

4.7 **Consultant Agreement – Butte County Office of Education**
Consider approval of the consultant agreement between CUSD and BCOE to provide an outside valuator to conduct summative and formative evaluations and develop reports for the grant funded tobacco program. Funding Source: TUPE Entitlement. There is no impact to the general fund. Exhibit

4.8 **Consultant Agreement – Butte County Office of Education**
Consider approval of the consultant agreement between CUSD and BCOE to provide a specialist to coordinate the 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. Funding Source: Middle School TUPE Grant. There is no impact to the general fund. Exhibit

4.9 **Consultant Agreement – Butte County Office of Education**
Consider approval of the consultant agreement between CUSD and BCOE to provide a specialist to deliver tobacco prevention curriculum, consistent with state and federal mandates to participating 4-8 classrooms. Funding Source: TUPE Entitlement. There is no impact to the general fund. Exhibit

4.10 **Consultant Agreement – Boys & Girls Clubs of the North Valley**
Consider approval of the consultant agreement between CUSD and Boys & Girls Clubs of the North Valley to provide, subject to availability of resources, 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. Funding Source: 21st Century Community Learning Center After School Program. There is no impact to the general fund. Exhibit
4.11 **Consultant Agreement – Learning for Living, Inc.**
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 and a half 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**
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**
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)**
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 21st Century After School Programs for 210 days per school year. Administrative costs will not exceed 10%. Funding Source: 21st Century Community Learning Center After School Program. There is no impact to the general fund.

4.15 **Consultant Agreement – Ancient Artifacts**
Consider approval of the consultant agreement between CUSD and Ancient Artifacts to provide 9 classroom presentations to all 7th 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**
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**
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**
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**
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**

<table>
<thead>
<tr>
<th>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</th>
</tr>
</thead>
</table>
| 5.1 **Public Disclosure of the Chico Unified School District's (CUSD) Response to the Initial Proposal from the Chico Unified Teachers Association (CUTA)**
This item is for information purposes only and requires no discussion at this time.|
| 5.2 **Resolution 937-05 - Amending Section 125 Cafeteria Plan**
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|
| 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)**
Mr. Meeker will review Resolution 940-05 regarding borrowing funds through use of a TRANs. |
6. ACTION CALENDAR

6.1 Superintendent’s Contract
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
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
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*

<table>
<thead>
<tr>
<th>Name</th>
<th>Assignment</th>
<th>Effective</th>
<th>Comment</th>
</tr>
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<tbody>
<tr>
<td><strong>Administrative Assignments 2005/06</strong></td>
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<tr>
<td>Bolden-Schleh, Sharon</td>
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<td><strong>Temporary Appointment(s) 2005/06 According to Board Policy</strong></td>
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<td>Semester</td>
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**Probationary Appointment(s) 2005/06 According to Board Policy**

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<tr>
<th>Name</th>
<th>FTE</th>
<th>Grade</th>
<th>Year</th>
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<td>Dunsmoor, Jeanine</td>
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<td>VanDover-Bruch, Mary</td>
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<td>Secondary</td>
<td>2005/06</td>
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</table>
The Board approved the **Classified** Human Resources actions: *MSC Watts/Rees*

<table>
<thead>
<tr>
<th>NAME</th>
<th>CLASS/LOCATION/ASSIGNED</th>
<th>EFFECTIVE</th>
<th>COMMENTS/ FUND</th>
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<tr>
<td><strong>Appointments</strong></td>
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<tr>
<td>Brown, Jenna</td>
<td>IPS-Classroom/Loma Vista/1.0</td>
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<td>New Position/ Special Education</td>
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<tr>
<td>Brown, Jenna</td>
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<td>08/16/05</td>
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<td>Clark, Karyl</td>
<td>IA-Alternative Education/Community Day School/4.0</td>
<td>08/16/05</td>
<td>New Position</td>
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<td>Friesen, Calan</td>
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<td>08/16-12/16/05</td>
<td>During Absence of Incumbent/ Special Education</td>
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<td>Vacated Position/ Categorical Fund</td>
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<td>Special Education</td>
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<td>New Position/ Special Education</td>
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</tbody>
</table>
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**

<table>
<thead>
<tr>
<th>FUND #:</th>
<th>FUND DESCRIPTION:</th>
<th>WARRANT #’S:</th>
<th>AMOUNT</th>
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<td>Nutrition Services</td>
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<td>14</td>
<td>Deferred Maintenance</td>
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<tr>
<td>25</td>
<td>Capital Facilities FD - State CAP</td>
<td>329731-329738</td>
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<td>35</td>
<td>County School Facility Fund</td>
<td>329741-329745</td>
<td>$89,763.99</td>
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**CURRENT WARRANT TOTAL:** $1,295,249.81  
**PREVIOUS WARRANT TOTAL:** $0.00  
**TOTAL WARRANTS TO BE APPROVED:** $1,295,249.81

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 11th 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 8th 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 10th 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.

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

APPROVED:

__________________________________________
Board of Education

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Assignment</th>
<th>Effective</th>
<th>Comment</th>
</tr>
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<tbody>
<tr>
<td>Baker, Brian</td>
<td>0.25 FTE Special Education</td>
<td>1st Semester 2005/06 (Effective 9/19/05)</td>
<td>Temporary Appointment</td>
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<tr>
<td>Ford, M. Holly</td>
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**Temporary Appointment(s) 2005/06 According to Board Policy**

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<tr>
<td>Castaldo, Lori</td>
<td>1.0 FTE Secondary</td>
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<td>Probationary Appointment</td>
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<td>Puri, Kamale</td>
<td>1.0 FTE Secondary</td>
<td>2005/06 (Effective 9/15/05)</td>
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**Provisional Appointment(s) 2005/06 According to Board Policy**

**Part-Time Leave Requests for 2005/06**

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<td>Early, Katy</td>
<td>Elementary</td>
<td>2005/06</td>
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<td>Shagrin, Gloria</td>
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<td>Change to 0.4 FTE Leave (Policy #4475 STRS Reduced Workload)</td>
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9/15/05 jm
MEMORANDUM TO: Board of Education
FROM: Scott Brown, Superintendent
SUBJECT: Classified Human Resources Actions

<table>
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<tr>
<th>NAME</th>
<th>CLASS/LOCATION/ASSIGNED HOURS</th>
<th>EFFECTIVE</th>
<th>COMMENTS/FUND</th>
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<tbody>
<tr>
<td>Christopherson, Judy</td>
<td>Library Media Asst/Chapman/2.5</td>
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<td>Vacated Position</td>
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<tr>
<td>Coogan, Matthew</td>
<td>Campus Supervisor/MJHS/1.3</td>
<td>08/31/05</td>
<td>Vacated Position</td>
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<tr>
<td>Kalso, Steven</td>
<td>Campus Supervisor/BJHS/4.7</td>
<td>09/06/05</td>
<td>Vacated Position</td>
</tr>
<tr>
<td>Nihan, Johnny</td>
<td>IPS-Classroom/MJHS/6.0</td>
<td>08/30/05</td>
<td>New Position/ Special Education</td>
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<tr>
<td>Payne, Kathryn</td>
<td>IPS-Classroom/Citrus/2.0</td>
<td>09/06/05</td>
<td>New Position/ Special Education</td>
</tr>
<tr>
<td>Pogman, Jennifer</td>
<td>IA-Special Education/Community Day School/5.0</td>
<td>09/15/05</td>
<td>New Position/ Special Education</td>
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<tr>
<td>Shaffer, Deena</td>
<td>LT Cafeteria Assistant/FVHS/3.3</td>
<td>08/08-09/02/05</td>
<td>New LT Position During Absence of Incumbent</td>
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<tr>
<td>Smyth, Mary</td>
<td>IA-Sr Elementary Guidance/Marigold/1.0</td>
<td>09/10/05</td>
<td>Vacated Position/ Grant Fund</td>
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<td>Apelit, Victor</td>
<td>Campus Supervisor/MJHS/2.0</td>
<td>06/07/05</td>
<td>Vacated Position</td>
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<td>Axline, Robyn</td>
<td>IPS-Classroom/LCC/6.0</td>
<td>09/12/05</td>
<td>Vacated Position/ Special Education</td>
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<tr>
<td>Lauterio, Tani</td>
<td>Instructional Assistant/Parkview/3.9</td>
<td>09/14/05</td>
<td>Existing Position/ Categorical Funds</td>
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<tr>
<td>Watson, Vally</td>
<td>Parent Computer Lab Aide-Rest/ Emma Wilson/6.0</td>
<td>06/15/05</td>
<td>Existing Position/ Categorical Fund</td>
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<tr>
<td>Sherman, Emily</td>
<td>IPS-Classroom/Citrus/4.0</td>
<td>05/05/05</td>
<td>Vacated Position/ Special Education</td>
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<td>Gonzales, Nolly</td>
<td>IA-Bilingual/Chapman/2.0</td>
<td>08/22-12/16/05</td>
<td>Amend LOA to P/T LOA per CBA 5.12</td>
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<td>Smyth, Mary</td>
<td>IA-Sr Elementary Guidance/Marigold/3.0</td>
<td>06/09/05</td>
<td>Lack of Funds</td>
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- **Resigned Only Position Listed**

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<th>NAME</th>
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<tr>
<td>Apelit, Victor</td>
<td>Campus Supervisor/MJHS/1.0</td>
<td>06/06/05</td>
<td>Voluntary Resignation/ Increase in Hours</td>
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<tr>
<td>Axline, Robyn</td>
<td>IPS-Classroom/LCC/5.5</td>
<td>09/11/05</td>
<td>Voluntary Resignation/ Increase in Hours</td>
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<tr>
<td>Kalso, Steven</td>
<td>IA-Special Education/BJHS/5.0</td>
<td>09/05/05</td>
<td>Voluntary Resignation</td>
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<tr>
<td>Pogman, Jennifer</td>
<td>Parent Classroom Aide-Rest/Hooker C0k/2.0</td>
<td>05/14/05</td>
<td>Voluntary Resignation</td>
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<tr>
<td>Sherman, Emily</td>
<td>IPS-Healthcare/Loma Vista/3.0</td>
<td>09/05/05</td>
<td>Voluntary Resignation/ Trans w/Incr Hrs</td>
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- **Resignation/Termination**

<table>
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<tr>
<th>NAME</th>
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<tr>
<td>LeDonne, Tanya</td>
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<td>Winter, Laci</td>
<td>IPS-Classroom/3JHS/4.0</td>
<td>08/15/05</td>
<td>Voluntary Resignation</td>
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</tbody>
</table>
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 Blvd 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:
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<th>Pct (%)</th>
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<th>Proj/Yr</th>
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<th>Function</th>
<th>Object</th>
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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:
   $ 
   $ 
   $ 0.00  Additional Expenses
   $1,500.00  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 ES10a)

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 #3513.6.1, that criminal background checks have been completed as per Board Policy #3515.8 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 limit 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 of Consultant]  
(Marian Stegg)  
(Marian Stegg)  
8/25/05  
(Date)

12. RECOMMENDED:

[Signature of Originating Administrator]  
(Arron E. Phillippe)  
(Arron E. Phillippe)  
8/25/05  
(Date)

13. APPROVED:

[Signature of District Administrator, or Director of Categorical Programs]  
(Randy Meeker)  
(Randy Meeker)  
8/25/05  
(Date)

14. Authorization for Payment:

(a) CHECK REQUIRED (Invoice to accompany payment request):  
☐ Partial Payment thru:  
☐ Full or Final Payment

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

(c) $  
(Amount)  
(Originating Administrator Signature – Use Blue Ink)  
(Date)
CHICO UNIFIED SCHOOL DISTRICT  
Business Services  
1163 E. 7th Street, Chico, CA 95928  
(530) 891-3000

CONSULTANT AGREEMENT

1. A completed BS10a. "Certificate of Independent Consultant Agreement" guideline in:
   ✔ On File (click to view) ✔ Attached

2. A completed W-9 "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 Bld Street, Oroville, CA 95905  
Phone: 530-832-7469
Taxpayer ID/SSN:
This agreement will be in effect from: 09/02/05 to 09/30/06
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 Action computer generated PSAs; delivery of All Star 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 TEA grants.

5. Funding/Programs Affected: (corresponding to accounts below)
   1) Middle School TEA grant
   2) 
   3) 

6. Account(s) to be Charged:
   
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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)
   $ 255.87 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'nal Expenses
   $ 14,234.80 Grand Total

10. Amount of $1,091.00 or more require Board Approval: (date to Board) 09/21/05
    (to be completed by Business Services)

BS-10.doc:01.05r (pm)
CONSULTANT TERMS AND CONDITIONS
(Applicable, unless determined to be Contract Employee – See BS10a):

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 #5115.6, that criminal background checks have been completed as per Board Policy #5115.6 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 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 or 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 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)

[Signature]

(Date)

[Date]

12. RECOMMENDED:

(Administrator’s Signature)

Dates

[Signature]

[Date]

13. APPROVED:

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

(Administrator’s Signature)

[Signature]

[Date]

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:

(Invoice check released upon completion of services)

- [ ] Send to Site Administrator:
  (Date check required)

- [ ] Mail to Consultant

(c) $ [Amount]

(Originating Administrator Signature - Use Blue Ink)

[Amount]

[Date]

Page 2
CONSULTANT AGREEMENT

1. A completed BS10a. "Certificate of Independent Consultant Agreement" guideline is:
   - [✓] On File (click to view)
   - [✓] Attached

2. A completed V9 "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: 1850 Bird Street, Oroville, CA 95965
Phone: 530-534-7469
Taxpayer ID/SSN:

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

<table>
<thead>
<tr>
<th>Pct (%)</th>
<th>Fund</th>
<th>Resource</th>
<th>Proj/Yr</th>
<th>Goal</th>
<th>Function</th>
<th>Object</th>
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<td>3)</td>
<td>5800</td>
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<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

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 60.00 # Units = $17,793.50 Total for Services

(Unit: [ ] Per Hour [✓] Per Day [ ] Per Activity)

9. Additional Expenses:

   $ 
   $ 
   $ 

Total for Additional Expenses

$0.00 $17,793.50 Grand Total

10. Accounts 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 GS10a)

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 #3515-6.4, 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 or 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)
(Mar 25, 2005)

12. RECOMMENDED:

Ann E. Phillips
(Signature of Originating Administrator)
(Print Name)

13. APPROVED:

David G. Scott
(Signature of District Administrator, or Director of Categorical Programs)
(Print Name)

14. Authorization for Payment:

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

[ ] Partial Payment thru: __________
[ ] Full or Final Payment

(b) DISPOSITION OF CHECK by Accounts Payable:

[ ] Send to Site Administrator: __________
[ ] Mail to Consultant

(c) $ ____________

(Amount)

(Originalizing Administrator: Signature – Use Blue Ink)

206/2005

Page 2
CONSULTANT AGREEMENT

1. A completed BS10a. "Certificate of Independent Consultant Agreement" guideline is:
   ✔ On File (click to view)  □ Attached

2. A completed W9 "Request for Taxpayer Identification Number and Certification" form is:
   ✔ On File (click to view)  □ Attached

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

Name: Boys and Girls Club of the North Valley  
Street Address/POB: 601 Wall Street  
City, State, Zip Code: Chico, CA 95926  
Phone: 530-382-0305  
Taxpayer ID/SSN:  
This agreement will be in effect from 08/01/06 to 09/30/06.

3. Scope of Work to be performed: (please 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 Chico 21st Century Community Learning Center.

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 - Chico, Citrus, McMenways, and Butte Vista
   2) 21st Century Community Learning Center After School Program - Butte Vista

6. Account(s) to be Charged:
   Pct ( %)  Fund  Resource  Proj/Yr  Goal  Function  Object  Expense  Ser/Dept
   1) 60.00  02  4121  0  1032  1990  5800  14  579
   2) 34.20  01  4141  0  1084  1090  5800  14  579
   3)  5.80  01  4141  0  1084  1090  5800  14  579

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)
   S 96,000.00 Per Unit, times 389  # Units = S 36,000.00 Total for Services
   (Unit: □ Per Hour  □ Per Day  ✔ Per Activity)

9. Additional Expenses:
   NOT 50% Total Payment or Per Year $  
   Monthly billings will be paid upon receipt $  
   Total for Addtl Expenses $  
   Grand Total $  96,000.00

10. Amounts of $1,001.90 or more require Board Approval: (date to Board) (to be completed by Business Services)

BS-10a.doc.0105: (ua)  Page 1  2/24/2005
CONSULTANT TERMS AND CONDITIONS
(Applicable, unless determined to be Contract Employee – See ES10a)

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 #35156.5, that criminal background checks have been completed as per District Policy #35156 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’s or agents.

6. Consultant will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum $1,000,000 combined single limits of general liability and automobile coverage as required by the District.

7. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.

8. The work completed herein must meet the approval of the District and shall be subject to the District’s general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become, applicable to Consultant, Consultant’s business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.

9. The Board of Trustee reserves the right to revoke, modify or terminate the terms of this contract retroactively.

AGREED TO AND ACCEPTED:

[Signature of Consultant] (Print Name) 9/15/05

RECOMMENDED:

[Signature of Origination Administrator] (Print Name) 9/15/05

APPROVED:

[Signature of District Administrator, or Director of Categorical Programs] (Print Name) 9/15/05

[Signature of Asst. Sect. – Business Services] (Print Name) 2/15/05

Consultant

Contract Employee

14. Authorization for Payment:

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

☐ Partial Payment due: [Date]

☐ Full or Final Payment

(b) DISPOSITION OF CHECK by Accounts Payable:

☐ Send to Site Administrator: [Date check required]

☐ Mail to Consultant

(c) $ [Amount] [Originalizing Administrator Signature – Use Blue Ink] [Date]

2/24/05
CONSULTANT AGREEMENT

1. A completed BS10c. "Certificate of Independent Consultant Agreement" guideline is:
   □ On File  (click to view)  ✔ Attached

2. A completed W-9 "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: 5400 Rotary Drive
City, State, Zip Code: Chico, CA 95928
Phone: 530-227-3771
Taxpayer ID/SSN: 27-1077411
This agreement will be in effect from 09/01/2005 to 08/31/2006
Location(s) of Services: (site) 3000 Broadway Street

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

   [Text]

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

   [Text]

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

6. Account(s) to be Charged:

<table>
<thead>
<tr>
<th>Account</th>
<th>Pet</th>
<th>Fund</th>
<th>Resource</th>
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<td>5800</td>
<td>14</td>
<td></td>
</tr>
</tbody>
</table>

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)

   $ 175,000.00  Per Unit, times 200  # Units = 3500.00  Total for Services
   (Unit:   Per Hour   ✔ Per Day   □ Per Activity)

9. Additional Expenses:

   [Text]

   Total for Additional Expenses
   $ 665.00  Grand Total

10. Amounts of $1,601.00 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)

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 #1515.61, that criminal background checks have been completed as per Board Policy #1515.6 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 employees or agents.

6. Consultant will provide to Assistant Superintendent, Business Services, upon request, a certificate of insurance showing a minimum $1,000,000 combined 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 of Consultant)  (Print Name)  (Date)

12. RECOMMENDED:

(Signature of Originating Administrator)  (Print Name)  (Date)

13. APPROVED:

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

Consultant  9-12-05  (Date)

Contract Employee

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)  (Originating Administrator Signature – Die Blue Ink)  (Date)
CONSULTANT AGREEMENT

1. A completed BSJ0a, "Certificate of Independent Consultant Agreement" guideline is:
   ✔ On File (click to view)  □ Attached

2. A completed W-9 "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 95928
Phone: 345-6768
Taxpayer ID/SSN:  
This agreement will be in effect from: 08/22/05 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 attendance 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

6. Account(s) to be Charged:

   Pet (%)  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)

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 #515.6.1, that criminal background checks have been completed as per Board Policy #5315.6 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 employees 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 of Consultant] [Print Name] [Date]

12. RECOMMENDED:

[Signature of Originating Administration] [Print Name] [Date]

13. APPROVED:

[Signature of District Administrator, or Director of Categorical Programs] [Print Name] [Date]

[ ] Consultant [ ] Contract Employee

[Signature of Ext. Sect., Business Services] [Print Name] [Date]

14. Authorization for Payment:

(a) CHECK REQUIRED (Invoices to accompany payment request):
- [ ] Partial Payment [Date]
- [ ] Full or Final Payment

(b) DISPOSITION OF CHECK by Accounts Payable:
- [ ] Send to Site Administrator [Date check required]
- [ ] Mail to Consultant

(c) $ [Amount] [Ext. Sect., Business Services Signature - Use Blue Ink] [Date]

[ES-10.doc:01.65r (ms)] Page 2 2/24/2005
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: 1211 L Street, Suite 102
   City, State, Zip Code: Sacramento, CA 95814
   Phone: 916-357-3945
   Taxpayer ID/SSN: ________
   This agreement will be in effect from 10/01/05 to 06/30/06
   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:

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<th>Dept (%)</th>
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<td>8100</td>
<td>8800</td>
<td>14</td>
<td>510</td>
</tr>
</tbody>
</table>

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 Additional Expenses $ __________

10. Signature of District Contracting Officer: (date to Board) 09/21/05
    (to be completed by Business Services)
CONSULTANT TERMS AND CONDITIONS
(Applicable, unless determined to be Contract Employee – See BS 10a)

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

2. Consultant shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page 1 of this Agreement.

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

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

5. Consultant agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Consultant’s negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Consultant, and/or the Consultant’s employees 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 of Consultant]

[Print Name]

[Date]

12. RECOMMENDED:

[Signature of Originating Administrator]

[Print Name]

[Date]

13. APPROVED:

[Signature of District Administrator, or Director of General Programs]

[Print Name]

[Date]

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:

[ ] Send to Site Administrator: [Date - check required]

[ ] Mail to Consultant

(c) $ [Amount]

[Originating Administrator Signature – Use Blue Ink] [Date]
CONSULTANT AGREEMENT

1. A completed B31m. “Certificate of Independent Consultant Agreement” guideline is:
   - [X] On File (click to view)
   - [ ] Attached

2. A completed W9 “Request for Taxpayer Identification Number and Certification” form is:
   - [X] 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 (CARPD)
Street Address/OBO: 545 Valenciana Avenue
City, State, Zip Code: Chico, CA 95928
Phone: (530) 353-4741
Taxpayer ID/SSN:

This agreement will be in effect from: 03/01/05 to 03/30/05
Location(s) of Services: Chapman, CARPD, Center, Cran, Meikle, Real, Dow, Parkview, and Poteado.

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

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 Programs
   2) 21st Century Community Learning Center After School Programs
   3) 21st Century Community Learning Center After School Programs

6. Account(s) to be Charged:
   - [ ] General Fund
   - [X] Resource Revenue
   - [X] Proj/yr
   - [ ] Other

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

8. Payment to Consultant: (for the above services, District will pay Consultant as follows)
   - $266,000.00
   - [X] Per Unit/Time
   - [ ] Per Hour
   - [ ] Per Day
   - [ ] Per Activity

9. Additional Expenses:
   - [ ] Total Payment Due Year
   - [ ] Monthly Balance will be paid upon receipt
   - $600

10. Amount of $1,000.00 or more require Board Approval: (date to hand)
    - 09/21/05

   (to be completed by Business Services)
CONSULTANT TERMS AND CONDITIONS
(Applicable, unless determined to be Contract Employee – See ES-10a)

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 limit of general liability and automobile coverage as required by the District.

7. Neither party shall assent 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 ensure 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]

(Print Name)

9/13/05

12. RECOMMENDED:

[Signature of Originaling Administrator]

(Print Name)

9/13/05

13. APPROVED:

[Signature of District Administrator, or Director of Capital Projects]

(Print Name)

9/14/05

APPROVED:

☑ Consultant

☐ Contract Employee

Randy Meeker

9/14/05

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:

☐ Send to Site Administrator:

(Date check required)

☐ Mail to Consultant

(c) $ (Amount)

(Originating Administrator Signature – Use Blue Ink)

(Date)
CONSULTANT AGREEMENT

1. A completed DSF-1a, "Certificate of Independent Consultant Agreement" guideline in
   On File (click to view) [ ] Attached

2. A completed WP "Request for Taxpayer Identification Number and Certification" form in
   On File (click to view) [ ] Attached

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

Name: [Client Name]
Street Address/POB: [Client Address]
City, State, Zip Code: [Client Location]
Phone: [Client Phone]
Fax: [Client Fax]

This agreement will be in effect from [Start Date] to [End Date]

3. Scope of Work to be performed: (attached separately if necessary)
   9 Classroom presentations to 8th graders on the
   Roman Empire

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

5. Funding/Programs Affected: (corresponding to account below)
   1) [Funding/Program]

6. Account(s) to be Charged:
   [Account(s) to be Charged]

7. Is there an impact to General Fund, Unrestricted fund? [ ] Yes [ ] No

8. Payment to Consultant: (for the above services, District will pay Consultant as follows)
   $ [Rate/Unit, days] x [Rate/Perf, #Units] = $ [Total for Services]
   (Unit: [Unit] Per Hour [ ] Per Day [ ] Per Activity)

9. Additional Expenses:

   $ [Total for Additional Expenses]
   0.90 Grand Total

10. Amount of $1,000.00 or more requires 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 ES10s)

1. The Consultant will perform said services independently, not as an employee of the District; therefore, the District is not liable for workers’ compensation or unemployment benefits in connection with this 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 13156, that original background checks have been completed as per Policy 13156 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 losses arising in any way out of Consultant’s negligence in the performance of this Agreement, including, but not limited to, any claims due to injury and/or damage sustained by Consultant, and/or the Consultant’s employees 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 limit 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 assure 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]

Lenny Johnson
9/3/05 (Date)

12. RECOMMENDED:

[Signature of Consultant Administration]

Stephen J. Pihus
9/2/05 (Date)

13. APPROVED:

[Signature of Board of Trustees or Director of Consultant’s Program]

Kelly Stealey
9/4/05 (Date)

[Signature of the Trust—Repayment Received]

Randy Reamer
9/4/05 (Date)

14. Authorization for Payment:

[a] CHECK REQUIRED (service to accompany payment request):

☐ Partial Payment

☐ Full or Final Payment

[b] DISPOSITION OF CHECK by Accounts Payable:

☐ Send to Site Administrator

☐ Mail to Consultant

[c] $

(amount)

(District Administrator—Use This Line)

(1/2)

(1/2)

7/10/05 (Date)

(1/2)

2/24/05 (Date)
CHICO UNIFIED SCHOOL DISTRICT
1163 East Seventh Street
Chico, CA 95926-3999

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)

<table>
<thead>
<tr>
<th>Minor</th>
<th>Estimated Gross $</th>
<th>Estimated Net $</th>
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<table>
<thead>
<tr>
<th>Major</th>
<th>Estimated Gross $</th>
<th>Estimated Net $</th>
</tr>
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<tbody>
<tr>
<td>$5,000-10,000</td>
<td>$5,000-6,000</td>
<td></td>
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</table>

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

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

Date: 9/14/05
Student Officer's Signature: [Signature]
Date: 9/24/05
Advisor's Signature: Becky Berger PTSO
Date: 9/14/05
Director of Activities Signature: [Signature]
Date: 9/14/05
Principal's Signature: [Signature]
Date: 9/14/05
Assistant Superintendent's Signature: [Signature]

Approved by Council:
Club: [Signature]
By: [Signature] (Secretary)
ASB: 9/14/05
By: [Signature] (Secretary)

Approval: Recommend
Minor: Yes No
Major: Yes No

Recommend:
Major: Yes No

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.
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 raise for school improvement projects

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

[ ] Minor: Estimated Gross $______________  [X] Major: Estimated Gross $15,000

Estimated Net $______________  Estimated Net $10,000

NATURE OF PROJECT/ACTIVITY (i.e., car wash): JAG-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 ___________________________ ENDING ___________________________

LOCATION: Marigold Elementary School

NUMBER OF STUDENTS TO BE INVOLVED ___________________________

RECOMMENDED

Date ___________________________ Student Officer’s Signature (if applicable)

Date ___________________________ Advisor’s Signature

Date ___________________________ Director of Activity Signature (if applicable)

Date ___________________________ Principal’s Signature

Date 9-7-05 Assistant Superintendent’s Signature

Date - Approved by Board of Education

cc: Advisor
Principal

ES-5
1/00
FIELD TRIP REQUEST

TO: CUSD Board of Education

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 3/1/06 3:30 to 4/11/06 9:00 pm (dates) / (times)

Rationale for Trip: Career skills development

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

Student/Adult Ratio: 4:1

Transportation: Private Cars CUSD Bus Charter Bus Name Dist Van

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

ESTIMATED EXPENSES:

Fees $ 60.00 Substitute Costs $ 0.00 Meals $ 0.00

Lodging $ 200.00 Transportation $ 500.00 Other Costs $ 0.00

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

Name ___________________________ Acct. #: ___________________________ $ ___________

Name ___________________________ Acct. #: ___________________________ $ ___________


Requesting Parent ___________________________ Date 8/22

Site Principal ___________________________ Date 8/29/05

Director of Transportation ___________________________ Date 9/6/05

IF MAJOR FIELD TRIP

Director of Educational Services ___________________________ Date 9/7/05

Board Action ___________________________ Date

☑ Approve/Minor ☐ Do not Approve/Minor
☑ Recommend/Major ☐ Not Recommended/Major

(If transporting by bus or Charter)
CHICO UNIFIED SCHOOL DISTRICT  
1163 East Seventh Street  
Chico, CA 95928-5999  
(530) 891-3000

FIELD TRIP REQUEST

TO: CUSD Board of Education  
FROM: Kevin Payne  
School/Dept.: CHS/Agr.

Subject: Field Trip Request

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

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

from 5/15/05 12:30 pm to 5/16/05 9:00 pm
(dates) / (times)

Rationales for Trip: Career Skills Development

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

Student/Adult Ratio: 4:1

Transportation: Private Cars CUSD Bus Charter Bus Name

Other:

All requests for bus or charter transportation must go through the transportation department - no exceptions.

ESTIMATED EXPENSES:

Fees $600  
Substitute Costs $  
Meals $  
Lodging $200  
Transportation $100  
Other Costs $  

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

Name  
Acct. #:  
$  
Name  
Acct. #:  
$

8/22

Requesting Party

Site Principal  
8/29/05  
Approve/Minor  
Do not Approve/Minor

Director of Transportation  
9/6/05  
Recommend/Major  
Not Recommended/Major

(If transporting by bus or Charter)

IF MAJOR FIELD TRIP

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

Board Action  
Date  
Approved  
Not Approved

Revised 7/04  
White Copy: Edu Services  
Yellow Copy: Transportation  
Pink Copy: Returned to Site after approval
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
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. 940-95

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

656120.1 [9932_]
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 $12,560,000.00 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 expanded 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 expanded, 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
Sections 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 terms 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

656120.1[9532] 
Chico Unified School District
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. 940-95
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.


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 confer or confer any 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 not in session.

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.

13. 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.

Adopted this 21st day of September, 2005

Ayes:
Noes:
Abstentions:
Absent:

Board President

Secretary/Clerk