CUSD Board of Education
Regular Meeting Agenda

Marsh Junior High School, Multi-Purpose Room
March 1, 2017
CLOSED SESSION – 5:00 P.M.
REGULAR BOARD MEETING – 6:00 P.M.

Board Members
Gary Loustale, President
Dr. Kathleen Kaiser, Vice President
Linda Hovey, Clerk
Elizabeth Griffin, Member
Eileen Robinson, Member

Kelly Staley, Superintendent

This Agenda is Available at:
Chico Unified School District
1193 E. 7th Street
Chico, CA 95928
(530) 891-3000
Or Online at:
www.chicousd.org

Posted: 02/24/17
The Chico Unified School District Board of Education welcomes you to this meeting and invites you to participate in matters before the Board.

**INFORMATION, PROCEDURES AND CONDUCT
OF CUSD BOARD OF EDUCATION MEETINGS**

_No disturbance or willful interruption of any Board meeting shall be permitted. Persistence by an individual or group shall be grounds for the Chair to terminate the privilege of addressing the meeting. The Board may remove disruptive individuals and order the room cleared, if necessary. In this case, further Board proceedings shall concern only matters appearing on the agenda._

### CONSENT CALENDAR

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

### STUDENT PARTICIPATION

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

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

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

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

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

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

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

### WRITTEN MATERIAL:

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

### COPIES OF AGENDAS AND RELATED MATERIALS:

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

### AMERICANS WITH DISABILITIES ACT

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

Pursuant to Government Code 54957.5, If documents are distributed to board members concerning an agenda item within 72 hours of a regular board meeting, at the same time the documents will be made available for public inspection at the Chico Unified School District, Superintendent’s Office located at 1163 East Seventh Street, Chico, CA 95928 or may be viewed on the website: www.chicousd.org.
CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Regular Meeting – March 1, 2017
Closed Session – 5:00 p.m.
Regular Session – 6:00 p.m.
Marsh Junior High School, Multi-Purpose Room
2253 Humboldt Road, Chico, CA 95928

AGENDA

1. CALL TO ORDER
   1.1. Public comment on closed session items

2. CLOSED SESSION
   2.1. Update on Labor Negotiations
        Employee Organizations:
        Representatives:

   2.2. Conference with Legal Counsel –
        Anticipated Litigation
        Per Subdivision (b) of Government
        Code §54956.9 (two cases)

   2.3. Public Employee Performance Evaluation
        Per Government Code §54957
        Title: Superintendent

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

3. RECONVENE TO REGULAR SESSION
   3.1. Call to Order
   3.2. Report Action Taken in Closed Session
   3.3. Flag Salute

4. STUDENT REPORTS

5. SUPERINTENDENT’S REPORT AND RECOGNITION

6. ANNOUNCEMENTS

7. ITEMS FROM THE FLOOR

8. NEGOTIATIONS UPDATE

9. CONSENT CALENDAR

9.1. GENERAL
   9.1.1. Consider Approval of Minutes of Regular Session on February 15, 2017
   9.1.2. Consider Approval of Items Donated to the Chico Unified School District

9.2. EDUCATIONAL SERVICES
   9.2.1. Consider Expulsion of Students with the following IDs: 65004, 74479, 81266
   9.2.2. Consider Approval of Field Trip Request for CHS AP English Students to Attend the
           Oregon Shakespeare Festival in Ashland, OR from 03/25/17 to 03/26/17

9.3. BUSINESS SERVICES
   9.3.1. Consider Approval of the Accounts Payable Warrants
   9.3.2. Consider Approval of the Independent Contractor Agreements
   9.3.3. Consider Approval of the Contracts
9.3.4. Consider Approval of the Preauthorization – HVAC Replacement and Reroof at Pleasant Valley High School Valley Gym
9.3.5. Citizen’s Bond Oversight Committee, Measure E – Bylaws Update
9.3.6. Citizen’s Bond Oversight Committee, Measure K – Resolution 1367-17 and Bylaws

9.4. HUMAN RESOURCES
9.4.1. Consider Approval of Certificated Human Resources Actions
9.4.2. Consider Approval of Classified Human Resources Actions

10. DISCUSSION/ACTION CALENDAR
10.1. BUSINESS SERVICES
10.1.1. Discussion/Action: Adoption of Resolution No. 1370-17 for Exemption of the Construction of Pleasant Valley High School Stadium Project from the City of Chico’s Zoning Ordinances (Julie Kistle)
10.1.2. Discussion/Action: Adoption of Resolution No. 1371-17 for Exemption of the Construction of Chico High School Stadium Project from the City of Chico’s Zoning Ordinances (Julie Kistle)
10.1.3. Discussion/Action: Resolution No. 1372-17 Adoption of Procedures for Evaluating Qualifications of Lease-Leaseback Contractors (Julie Kistle)
10.1.4. Discussion/Action: Charter School Facilities Committee, Measure K – Resolution 1375-17 and Bylaws (Kevin Bultema)
10.1.5. Discussion/Action: 2016-17 2nd Interim Budget (Kevin Bultema)
10.1.7. Discussion/Action: Board Policy 3320 Claims and Actions Against the District – Update (Kevin Bultema)

10.2 HUMAN RESOURCES
10.2.1. Discussion/Action: Resolution No. 1373-17, Release/Non-Reelection of Temporary (including “Probationary 0”) Certificated Employees (Jim Hanlon)
10.2.2. Discussion/Action: Resolution No. 1374-17, Non-Reelection of Probationary Certificated Employees (Jim Hanlon)

11. ITEMS FROM THE FLOOR
12. ANNOUNCEMENTS
13. ADJOURNMENT

Posted: 02/24/17 :mm
1. **CALL TO ORDER**
   At 5:00 p.m. Board President Loustale called the meeting to order at Marsh Jr. High School in the Multi-Purpose Building at 2253 Humboldt Rd. and announced the Board was moving into Closed Session.
   
   **Present:** Loustale, Kaiser, Hovey, Griffin, Robinson
   **Absent:** None
   
   2. **Public comment on closed session items**
      There were no public comments.

2. **CLOSED SESSION**
   
   2.1. **Update on Labor Negotiations**
      Employee Organizations:
      
      Representatives:
      
      **CUTA**
      CSEA, Chapter #110
      Kelly Staley, Superintendent
      Jim Hanlon, Asst. Superintendent
      Joanne Parsley, Asst. Superintendent
      Kevin Bulterma, Asst. Superintendent

   2.2. **Conference with Legal Counsel – Anticipated Litigation**
      Per Subdivision (b) of Government Code §54956.9 (two cases)

   2.3. **Public Employee Discipline/Dismissal/Release**
      Per Government Code §54957

3. **RECONVENE TO REGULAR SESSION**
   
   3.1. **Call to Order**
      At 6:00 p.m. Board President Loustale called the Regular Meeting to Order.

   3.2. **Report Action Taken in Closed Session**
      Board President Loustale announced the Board had been in Closed Session and had unanimously approved settling Claim 160220 for the amount of $3,100.00. Board President Loustale then called for a moment of silence in honor of Brett Silva's family.

   3.3. **Flag Salute**
      Board President Loustale led the Salute to the Flag.

4. **STUDENT REPORTS**
   At 6:02 p.m. Superintendent Staley thanked students and staff for the many ways in which they helped those evacuated from Oroville and hoped everyone will continue being kind and reaching out to those in trouble. Superintendent Staley also noted that all CUSD employees who lived in the evacuation area were called to make sure they were safe and had places to stay. At 6:03 p.m. Emma Wilson Principal Kim Rodgers introduced staff members Eric Mundy, Stacey Pitsker, Jessica Parker, Roxanne Ray, Teresa Tindill and Stayce York and students Paisley Bechtold, Maon Ames, Maddox Patane, Rocky Grham, Charlie Sheridan, Dakota Rorie, William Fugate, and Kaedon Aina who presented a PowerPoint on technological programs/projects taking place at Emma Wilson Elementary.

5. **SUPERINTENDENT'S REPORT AND RECOGNITION**
   At 6:15 p.m. The Superintendent's Award was presented to: Jill Bernedo Elementary Guidance Specialist, by Coordinator Scott Lindstrom and Little Chico Creek Principal Kristen Schrock; and to Chris Weaver, Teacher, by John McManus Principal Tina Keene. At 6:26 p.m. Board Vice President Kaiser welcomed visiting educators from 20 different countries. Each educator stood and announced their name and where they were from. Dianna Parks, Project Director of International Education at CSU, Chico, thanked the Board for recognizing the visiting educators.
6. **ANNOUNCEMENTS**
   At 6:33 p.m. There were no announcements.

7. **ITEMS FROM THE FLOOR**
   There were no items from the floor.

8. **NEGOTIATIONS UPDATE**
   At 6:34 p.m. Assistant Superintendent Jim Hanlon presented an update on negotiations with CUTA.

9. **CONSENT CALENDAR**
   At 6:35 p.m. Board President Loustale noted Item 9.2.7., the Field Trip Request for PVHS FCCLA (Family, Career and Community Leaders of America) Students to Attend the State Conference in Riverside, CA from 04/06/17 to 04/11/17 had been removed from the agenda. Board President Loustale asked if anyone would like to pull a Consent Item for further discussion. Board Vice President Kaiser pulled Item 9.2.2.; Board Clerk Hovey pulled Items 9.2.8. and 9.2.9.; and Board Member Robinson pulled Item 9.2.10. Board Member Griffin moved to approve the remaining Consent Items; seconded by Board Vice President Kaiser.

9.1. **GENERAL**
   9.1.1. The Board Approved the Minutes of Regular Session on January 18, 2017, and Special Session on February 1, 2017
   9.1.2. The Board Approved the Items Donated to the Chico Unified School District

9.2. **EDUCATIONAL SERVICES**
   9.2.1. The Board Approved the Expulsion of Students with the following IDs: 60703, 68439, 74126, 78391
   9.2.2. This item was pulled for further discussion.
   9.2.3. The Board Approved the Field Trip Request for PVHS Boys Varsity Tennis Team to Attend a Tennis Tournament in Fresno, CA from 03/02/17 to 03/04/17
   9.2.4. The Board Approved the Field Trip Request for PVHS Mock Trial Team to Attend State Finals in Riverside, CA from 03/23/17 to 03/26/17
   9.2.5. The Board Approved the Field Trip Request for PVHS Cheerleading Team to Attend the National Competition in Anaheim, CA from 03/23/17 to 03/26/17
   9.2.6. The Board Approved the Field Trip Request for PVHS Culinary Art Prostart Team to Attend the State Invitational for the CA Restaurant Association in Pomona, CA from 03/18/17 to 03/21/17
   9.2.7. This Item was Removed from the Agenda - Consider Approval of the Field Trip Request for PVHS FCCLA (Family, Career and Community Leaders of America) Students to Attend the State Conference in Riverside, CA from 04/06/17 to 04/11/17
   9.2.8. This item was pulled for further discussion.
   9.2.9. This item was pulled for further discussion.
   9.2.10. This item was pulled for further discussion.
   9.2.11. The Board Approved the Obsolete Textbook List

9.3. **BUSINESS SERVICES**
   9.3.1. The Board Approved the Accounts Payable Warrants
   9.3.2. The Board Approved the Independent Contractor Agreements
   9.3.3. The Board Approved the Contracts
   9.3.4. The Board Approved the Notice of Completion for Canopy Project at Chico High School
   9.3.5. The Board Approved the Notice of Completion for Fencing at Chico Jr. High School and Marsh Jr. High School
   9.3.6. The Board Approved the Citizen's Bond Oversight Committee Annual Report
9.4. HUMAN RESOURCES

9.4.1. The Board Approved the Certificated Human Resources Actions

<table>
<thead>
<tr>
<th>Employee</th>
<th>Assignment</th>
<th>Effective</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Callahan, Meghan</td>
<td>Elementary</td>
<td>2/01/17-6/07/17</td>
<td>0.8 FTE</td>
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<tr>
<td>Davis, Irene</td>
<td>Elementary</td>
<td>1/25/17-6/07/17</td>
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<td>Ginno, Cathelin</td>
<td>Secondary</td>
<td>2/01/17-6/07/17</td>
<td>0.1 FTE</td>
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<td>Lynn, Charles</td>
<td>Secondary</td>
<td>1/26/17-6/07/17</td>
<td>0.8 FTE</td>
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</tbody>
</table>

**Rescission of Leave Request**

- Cunniff, Stephanie: Elementary, 1/16/2017, Returning to 1.0 FTE

**Retirements/Resignations**

- Gower, Chrissy: Elementary, 2/28/2017, Resignation

9.4.2. The Board Approved the Classified Human Resources Actions

<table>
<thead>
<tr>
<th>ACTION NAME</th>
<th>CLASS/LOCATION/ASSIGNED HOURS</th>
<th>EFFECTIVE</th>
<th>COMMENTS</th>
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<tbody>
<tr>
<td>Apalit, Victor</td>
<td>Campus Supervisor/CHS/4.0</td>
<td>1/23/2017</td>
<td>New Position</td>
</tr>
<tr>
<td>Dunn, Caitlin</td>
<td>LT IPS-Classroom/Hooker Oak/5.5</td>
<td>2/19/2017-6/7/2017</td>
<td>During Absence of Incumbent</td>
</tr>
<tr>
<td>English, Tammie</td>
<td>IPS-Classroom/Loma Vista/6.4</td>
<td>1/17/2017</td>
<td>Vacated Position</td>
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<tr>
<td>Fashing, Kari</td>
<td>Instructional Assistant/LCC/3.0</td>
<td>1/23/2017</td>
<td>New Position</td>
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<tr>
<td>Fowler, Shannel</td>
<td>Parent Classroom Aide-Restr/Emma Wilson/5.5</td>
<td>2/1/2017</td>
<td>Vacated Position</td>
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<tr>
<td>Gray Berger, April</td>
<td>Campus Supervisor/FVHS/1.3</td>
<td>1/23/2017</td>
<td>Vacated Position</td>
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<tr>
<td>Gray Berger, April</td>
<td>Campus Supervisor/FVHS/1.0</td>
<td>1/23/2017</td>
<td>Vacated Position</td>
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<tr>
<td>Gray Berger, April</td>
<td>Campus Supervisor/FVHS/1.0</td>
<td>1/23/2017</td>
<td>Vacated Position</td>
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<tr>
<td>Herrick, Debi</td>
<td>Elementary Guidance Specialist/Sierra View/3.0</td>
<td>1/30/2017</td>
<td>Vacated Position</td>
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<tr>
<td>Hopson, Baranduin</td>
<td>IPS-Visually Impaired/CHS/6.5</td>
<td>1/23/2017</td>
<td>Vacated Position</td>
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<tr>
<td>Lewis, Brian</td>
<td>SMW-HVAC/M &amp; O/8.0</td>
<td>2/2/2017</td>
<td>Vacated Position</td>
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<tr>
<td>Nelson, Samantha</td>
<td>Sr Library Media Assistant/CJHS/1.0</td>
<td>1/20/2017</td>
<td>New Position</td>
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<td>Pruis, Thorvald</td>
<td>SMW-HVAC/M &amp; O/8.0</td>
<td>1/19/2017</td>
<td>Vacated Position</td>
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<td>Quick, Kresten</td>
<td>IPS-Classroom/Head Start/2.8</td>
<td>1/10/2017</td>
<td>Vacated Position</td>
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<td>Sylh, Gary</td>
<td>Delivery Worker/Warehouse/6.5</td>
<td>2/1/2017</td>
<td>Vacated Position</td>
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<tr>
<td>Stimac, Kotle</td>
<td>Campus Supervisor/MJHS/2.0</td>
<td>1/25/2017</td>
<td>Vacated Position</td>
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<td>Stimac, Kotle</td>
<td>Campus Supervisor/MJHS/1.0</td>
<td>7/3/2017</td>
<td>Vacated Position</td>
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<td>Yang, Gregory</td>
<td>LT IPS-Classroom/CHS/5.0</td>
<td>2/19/2017-6/7/2017</td>
<td>During Absence of Incumbent</td>
</tr>
</tbody>
</table>

**PROMOTION**

- Schwartz, Karen: Sr Library Media Assistant/BJHS/5.0 & 1.6 | 1/26/2017 | Vacated Positions

**LEAVE OF ABSENCE**

- Almand, Karyn: IPS-Healthcare/MJHS/6.0 | 1/27/2017-6/7/2017 | Per CBA 5.12
- Googins, Oresta: IPS-Healthcare/LCC/6.0 | 10/8/2016-4/8/2017 | Per CBA 5.1
- Holman, Ryan: IA-Special Education/Inspire/6.0 | 2/5/2017-6/8/2017 | Per CBA 5.12
- Hunn, Michell: IPS-Healthcare/MJHS/3.0 | 12/31/2016-5/31/2017 | Per CBA 5.3.3
Regular Meeting  Board of Education – Chico Unified School District  February 15, 2017
MINUTES

<table>
<thead>
<tr>
<th>Name</th>
<th>Position/Department</th>
<th>Date</th>
<th>Reason</th>
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<tbody>
<tr>
<td>Hunn, Michell</td>
<td>IPS-Healthcare/MJHS/4.0</td>
<td>12/31/2016-5/31/2017</td>
<td>Per CBA 5.3.3</td>
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<tr>
<td>Metzger, Gina</td>
<td>IPS-Classroom/CHS/5.0</td>
<td>2/2/2017-8/1/2017</td>
<td>Per CBA 5.12</td>
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<td>O'Connor, Michelle</td>
<td>IPS-Classroom/Emma Wilson/5.5</td>
<td>2/19/2017-8/18/2017</td>
<td>Per CBA 5.12</td>
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<td>Smallhouse, Caius</td>
<td>IPS-Classroom/Hooker Oak/3.0</td>
<td>1/23/2017-5/19/2017</td>
<td>Per CBA 5.12</td>
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RESIGNATION/TERMINATION

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<thead>
<tr>
<th>Name</th>
<th>Position/Department</th>
<th>Date</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>Besson, Kasey</td>
<td>Cafeteria Assistant/Hooker Oak/2.0</td>
<td>12/22/2016</td>
<td>Voluntary Resignation</td>
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<tr>
<td>Browne, Arthur</td>
<td>Sr Custodian/Loma Vista/8.0</td>
<td>1/31/2017</td>
<td>PERS Retirement</td>
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<td>Costello, Melissa</td>
<td>IA-Computers/PVHS/4.0</td>
<td>1/8/2017</td>
<td>Voluntary Resignation</td>
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<tr>
<td>Curiel, Gabriel</td>
<td>IA-Special Education/Citrus/5.0</td>
<td>1/13/2017</td>
<td>Voluntary Resignation</td>
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<tr>
<td>Empl #14386</td>
<td></td>
<td>1/13/2017</td>
<td>Released During Probation</td>
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<tr>
<td>Garcia, Jasmany</td>
<td>Targeted Case Mgr-Bi/CHS/4.0 &amp; 4.0</td>
<td>2/3/2017</td>
<td>Voluntary Resignation</td>
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<td>Holmes, Annel</td>
<td>Targeted Case Mgr-Bi/Parkview-Sierra View/8.0</td>
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<td>Liebgott, Amy</td>
<td>IPS-Visionally Impaired/-hooker Oak/6.0</td>
<td>2/18/2017</td>
<td>Voluntary Resignation</td>
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<td>Rodgers, Laura</td>
<td>IPS-Classroom/Parkview/4.0</td>
<td>1/20/2017</td>
<td>Voluntary Resignation</td>
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<td>Szczepanski, Monica</td>
<td>Administrative Specialist/Educational Svcs/8.0</td>
<td>1/19/2017</td>
<td>Voluntary Resignation</td>
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</tbody>
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RESIGNED ONLY POSITION LISTED

<table>
<thead>
<tr>
<th>Name</th>
<th>Position/Department</th>
<th>Date</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apalit, Victor</td>
<td>Campus Supervisor/CJHS/1.0</td>
<td>1/22/2017</td>
<td>Increase in Hours</td>
</tr>
<tr>
<td>English, Tammie</td>
<td>IPS-Healthcare/Head Start/3.2</td>
<td>1/16/2017</td>
<td>Voluntary Resignation</td>
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<td>English, Tammie</td>
<td>IPS-Classroom/Head Start/3.2</td>
<td>1/16/2017</td>
<td>Increase in Work Year</td>
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<td>Fowler, Shannel</td>
<td>Parent Classroom Aide-Restr/Emma Wilson/3.9</td>
<td>1/31/2017</td>
<td>Increase in Hours</td>
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<td>Herrick, Debby</td>
<td>Parent Classroom Aide-Restr/Sierra View/2.0</td>
<td>1/29/2017</td>
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<td>1/22/2017</td>
<td>Lateral Transfer</td>
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<tr>
<td>Schwartz, Karen</td>
<td>Health Assistant/LCC/6.0</td>
<td>1/25/2017</td>
<td>Promotion</td>
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</tbody>
</table>

(Consent Vote)
AYES: Loustale, Kaiser, Hovey, Griffin, Robinson
NOES: None
ABSENT: None

10. DISCUSSION/ACTION CALENDAR
ITEMS REMOVED FROM CONSENT FOR FURTHER DISCUSSION

9.2.2. Consider Approval of the Field Trip Request for Pleasant Valley High IB Students to Go on a Student Service Trip to Quito, Ecuador and the Galapagos Islands from 03/10/17 to 03/19/17
At 9:37 p.m. Board Vice President Kaiser noted she pulled this item because this trip is not a school sponsored function and does not require Board approval. Board Member Griffin agreed and moved to remove the item from the agenda; seconded by Board Member Robinson. Board Member Hovey shared concerns with the field
trip policy and stated she would like to see a statement regarding every student having an opportunity to attend included in the policy. Superintendent Staley stated the field trip policy is being reviewed and revisions will include clearer guidelines. The revised Policy will be brought to the Board for approval at a later date.

AYES: Loustale, Kaiser, Hovey, Griffin, Robinson
NOES: None
ABSENT: None

9.2.8. Consider Approval of the New Course Proposal, Introduction to Public Safety – Careers 911

9.2.9. Consider Approval of the New Course Proposal, Careers in Public Service and Law

At 9:39 p.m. Board Member Hovey noted she had concerns with the lack of information on Items 9.2.8. and 9.2.9. especially regarding costs of textbooks. Board Vice President Kaiser shared concerns with clarification of skill sets needed. Board Members agreed they would like additional information on Master Scheduling. Board President Loustale suggested tabling Items 9.2.8. and 9.2.9. until March 1 when additional information can be presented and suggested adding a discussion regarding Master Scheduling to the May Board Workshop. Board Vice President Kaiser moved to table Items 9.2.8. and 9.2.9.; seconded by Board Member Robinson.

AYES: Loustale, Kaiser, Hovey, Griffin, Robinson
NOES: None
ABSENT: None

9.2.10. Consider Approval of the New Course Proposal, Film and Media Studies

At 9:47 p.m. Board Member Robinson stated she pulled this item to share the significance of approving this new course. Board Member Robinson moved to approve the new course proposal, Film and Media Studies; seconded by Board Vice President Kaiser.

AYES: Loustale, Kaiser, Hovey, Griffin, Robinson
NOES: None
ABSENT: None

10.1. EDUCATIONAL SERVICES

10.1.1. Discussion/Action: Charter Review Committee Recommendation Regarding Nord Country School

At 6:50 p.m. Assistant Superintendent Joanne Parsley announced she would be presenting information for the Charter School Agenda Items as Director John Bohannon was attending a previously scheduled event. The Charter Review Committee's recommendation was presented with a notation that Nord and CUSD had agreed to add an MOU (Memorandum of Understanding) regarding raising student test scores. Nord Principal Kathy Dahlgren addressed questions as to how Nord will be addressing the improvement of scores and demographics. Board Vice President Kaiser moved to approve the Nord Country School Charter Renewal with the MOU stating Nord will achieve similar results on an approved state tool as demographically comparable schools in CUSD when the state approves the tool; seconded by Board Member Robinson.

AYES: Loustale, Kaiser, Hovey, Griffin, Robinson
NOES: None
ABSENT: None

10.1.2. Information/Public Hearing: Sherwood Montessori Charter Petition Public Hearing

At 6:59 p.m. Assistant Superintendent Joanne Parsley introduced Sherwood Director Michelle Yezbick who presented a PowerPoint on Sherwood Montessori. Sherwood Teachers Tanya Parish and Robyn DiFalco and Volunteer Steven
Chudyk spoke in support of Sherwood Montessori. At 7:14 p.m. the Public Hearing was open. No comments were received. At 7:16 p.m. the Public Hearing was closed.

10.1.3. **Information/Public Hearing: Inspire School of Arts and Sciences Charter Petition Public Hearing**

At 7:16 p.m. Assistant Superintendent Joanne Parsley introduced Inspire Principal Jerry Crosby who introduced staff, parents, and Board members Linnea Smith, Erin Hall, Becky Brown, Rob Reddemann and Sharon DeMeyer who spoke in support of Inspire School of Arts and Sciences. At 7:33 p.m. the Public Hearing was open. No comments were received. At 7:34 p.m. the Public Hearing was closed.

### BUSINESS SERVICES

10.2.1. **Discussion/Action: Measure E Citizens’ Bond Oversight Committee Recommendation**

At 7:34 p.m. Director Julie Kistle provided background information on the Measure E Citizens’ Bond Oversight Committee (CBOC) and stated two applicants were being recommended for approval for CBOC membership: Tami Adams to fill the category of Parent-Teacher Organization Member and Dr. Kelly Crockett to fill the category of At-Large Community Member. Board Vice President Kaiser stated she heartily recommended their membership, but shared concerns with the state mandating such narrow categories be filled. Board Member Griffin moved to approve the CBOC membership applications for Tami Adams and Dr. Kelly Crockett; seconded by Board Vice President Kaiser. Board Member Robinson thanked all those who have served and will be serving on the CBOC.

AYES: Loustale, Kaiser, Hovey, Griffin, Robinson
NOES: None
ABSENT: None

10.2.2. **Information: Governor’s 2017-2018 Budget Proposal Information**

At 7:37 p.m. Assistant Superintendent Kevin Bultema presented a PowerPoint on the Governor’s 2017-18 Budget Proposal and its possible impact on the CUSD budget and addressed questions.

10.2.3. **Discussion/Action: Board Policy 3470, Debt Issuance and Management**

At 7:58 p.m. Assistant Superintendent Kevin Bultema explained that Chico Unified is preparing to issue Measure K general obligation bonds and noted Senate Bill 1029, effective on or after January 21, 2017, requires state and local agencies to adopt local debt policies and certify policies have been adopted before issuing debt. Board Vice President Kaiser moved to adopt Board Policy 3470 as presented; seconded by Board Clerk Hovey.

AYES: Loustale, Kaiser, Hovey, Griffin, Robinson
NOES: None
ABSENT: None

### HUMAN RESOURCES

10.3.1. **Information: Proclamation – National School Counseling Week**

At 8:01 p.m. Assistant Superintendent Jim Hanlon announced February 6-10, 2017, was “National School Counseling Week” and the proclamation was to honor counselors throughout our district and to recognize their contribution to our students’ success.

10.3.2. **Discussion/Action: Sunshine Openers (CUTA) for the 2017-18 Negotiation Session**

At 8:03 p.m. Assistant Superintendent Jim Hanlon noted pursuant to Articles 15 and 19 of the Collective Bargaining Agreement between CUTA and the District, the two parties exchanged openers on February 3, 2017, for the 2017-18 school year. Articles 8 (Wages) and 9 (Benefits) are automatically opened as per the Collective Bargaining Agreement. Additionally, the district opened Article 6 (Hours of
Employment). CUTA declined to open additional articles at this time. Board Vice President Kaiser moved to approve the Sunshine Openers; seconded by Board Member Robinson. Board Members congratulated both parties for working together.

AYES: Loustale, Kaiser, Hovey, Griffin, Robinson
NOES: None
ABSENT: None

10.3.3. **Discussion/Action: Student Calendars for 2018-19 and 2019-2020**

At 8:05 p.m. Assistant Superintendent Jim Hanlon presented the 2018-19 and 2019-20 Student Calendars and noted he had received a few suggestions from staff (and none from the public) and incorporated them into the Calendars. Board Vice President Kaiser moved to accept the Student Calendars as presented; seconded by Board Member Robinson.

AYES: Loustale, Kaiser, Hovey, Griffin, Robinson
NOES: None
ABSENT: None

10.3.4. **Discussion/Action: Resolution 1364-17, Reduction in Certificated Staff Due to Reduction or Elimination of Particular Kinds of Service**

At 8:14 p.m. Assistant Superintendent Jim Hanlon presented information on Resolution 1364-17. Board Members shared concerns regarding the legal process required for the Resolutions that come forward at this time of year and encouraged Administrative staff to explain to those affected why this must be done and to provide encouragement as best they can. Assistant Superintendent Jim Hanlon assured Board members staff are notified when hired regarding timelines and each will be contacted personally by Administrative staff. Superintendent Staley stated this is why an incentive for early notification of retirements was put in place, so that re-hiring can take place as early as possible. Board Vice President Kaiser moved to approve Resolution 1364-17; seconded by Board Member Robinson.

AYES: Loustale, Kaiser, Hovey, Griffin, Robinson
NOES: None
ABSENT: None

10.3.5. **Discussion/Action: Resolution 1365-17, Release/Non-Reelection of Temporary (Including "Probationary 0") Certificated Employees**

At 8:26 p.m. Assistant Superintendent Jim Hanlon presented information on Resolution 1365-17. Board Vice President Kaiser moved to approve Resolution 1365-17; seconded by Board Member Robinson. Board Member Griffin stated she could not vote yes on this resolution.

AYES: Loustale, Kaiser, Hovey, Robinson
NOES: Griffin
ABSENT: None

10.3.6. **Discussion/Action: Resolution 1366-17, Non-Reelection of Probationary Certificated Employees**

At 8:27 p.m. Assistant Superintendent Jim Hanlon provided information on Resolution 1366-17. Board Vice President Kaiser moved to approve Resolution 1366-17; seconded by Board Member Robinson.

AYES: Loustale, Kaiser, Hovey, Griffin, Robinson
NOES: None
ABSENT: None

10.3.7. **Discussion/Action: Resolution 1368-17, Elimination of Classified Services and Ordering Layoffs in the Classified Service for the 2016-2017 School Year**

At 8:28 p.m. Assistant Superintendent Jim Hanlon presented information on Resolution 1368-17. Board Vice President Kaiser moved to approve Resolution 1368-17; seconded by Board Member Robinson.

AYES: Loustale, Kaiser, Hovey, Griffin, Robinson
MINUTES

NOES: None
ABSENT: None

10.3.8. **Discussion/Action: Resolution 1369-17, Elimination of Classified Services and Ordering Layoffs in the Classified Service for the 2016-2017 School Year**
At 8:29 p.m. Assistant Superintendent Jim Hanlon presented information on Resolution 1369-17. Board Vice President Kaiser moved to approve Resolution 1369-17; seconded by Board Member Robinson.

AYES: Loustale, Kaiser, Hovey, Griffin, Robinson
NOES: None
ABSENT: None

10.4. **BOARD**

10.4.1. **Discussion/Action: 2017 California School Boards Association (CSBA) Delegate Assembly Election**
At 8:30 p.m. Superintendent Staley clarified that the Board as a whole can vote for only one candidate. Board Vice President Kaiser noted she felt Board Member Robinson would represent this area well. Board Member Griffin moved that the Board vote for Board Member Robinson; seconded by Board Vice President Kaiser.

AYES: Loustale, Kaiser, Hovey, Griffin, Robinson
NOES: None
ABSENT: None

11. **ITEMS FROM THE FLOOR**
At 8:31 p.m. CUTA President Kevin Moretti made two announcements: 1) The Annual Empty Bowls event is scheduled for next Thursday, February 23; and 2) The Butte County Office and Education and CUTA will be participating in "Read Across America" at the CARD Center on Sunday, February 26, from 10:00-2:00 p.m.

12. **ANNOUNCEMENTS**
At 8:32 p.m. Board President Loustale announced his daughter asked him to please express how important good teachers are at the primary math level.

13. **ADJOURNMENT**
At 8:33 p.m. Board President Loustale adjourned the meeting.

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APPROVED:

______________________________
Board of Education

______________________________
Administration
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AGENDA ITEM: Field Trip Request for CHS AP English Students to Attend the Oregon Shakespeare Festival in Ashland, OR

Prepared by: Craig Mathews

☐ Consent Board Date March 1, 2017

☐ Information Only

☐ Discussion/Action

Background Information
The Chico High English AP 12 class has an annual trip to Ashland, Oregon to attend the Oregon Shakespeare Festival after studying Shakespeare in class.

Educational Implications
The trip enriches the students' understanding of live theater while allowing them to experience a Shakespeare play the way it was meant to be experienced – on stage. We will see three plays, reviewing them beforehand and writing about them afterward. This trip is a rewarding culmination of months of focused study.

Fiscal Implications
We raise all of our own funds, with the understanding that all students who want to go, will go, regardless of their ability to pay. Parents take care of the driving duties. The adult to student ratio is usually quite high.
TO: CUSD Board of Education
FROM: Craig Mathews
Date: January 30, 2017
School/Dept.: Chico High School, English
SUBJECT: Field Trip Request

Request is for: English AP 12 at Chico High School
(grade/class/group)

Destination: Ashland, OR
Activity: Attend Oregon Shakespeare Festival

From: Saturday, March 25 @ 7:30AM to Sunday, March 26 by 8:00PM
(dates) / (times)

Rationale for Trip: We will be reading and studying the plays we will see. Students acquire a deeper
and more meaningful understanding of dramatic literature when they are able to experience it
performed by a high quality theater company.

Number of Students Attending: 61 Teachers Attending: 2 Parents Attending: 55
Student/Adult Ratio: 1.2 : 1
Transportation: Private Cars ___ X ___ CUSD Bus _______ Charter Bus Name ________
Other: ____________________________

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

ESTIMATED EXPENSES:
Fees $150.00 Substitute Costs $ None Meals $ Students cover this
Lodging $ 5,861.32 Transportation $ 10,700.88 Other Costs $ ____________

ACCOUNT NAME(S), NUMBER(S) and AMOUNT(S):
Name Shakespeare Acct. #: 476
Name _____________________________ Acc. #: _____________________________ $ 16,560.00

Requesting Party _____________________________ Date 01-30-17
Site Principal _____________________________ Date 2/3/17
Director of Transportation _____________________________ Date

IF MAJOR FIELD TRIP
Director of Educational Services _____________________________ Date 2/16/17
Board Action _____________________________ Date

□ Recommend □ Not Recommended
□ Approve/Minor □ Do not Approve/Minor or
Recommend/Major Not Recommended/Major
(If transporting by bus or Charter)

□ Approved □ Not Approved
AGENDA ITEM: Warrant Authorization

Prepared by: Jaclyn Kruger, Director Fiscal Services

☑ Consent
Board Date March 1, 2017

☐ Information Only

☐ Discussion/Action

Background Information
Warrants in the amount of $1,646,593.74 for the period February 8, 2017 through February 21, 2017 have been reviewed and are ready for Board approval.

Educational Implications
Services and supplies are acquired by the District in support of the District's goals.

Fiscal Implications
The issuing of warrants affects all accounts and funds in the district and is supported by the District's approved budget.

Fund Recap

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Total Number of Checks 412
Less Unpaid Tax Liability 412
Net (Check Amount) 1,646,593.74

Includes checks for only Bank Account COUNTY
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The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.
## Board Report

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The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.
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The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.
### Board Report

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 ESCAPE ONLINE
Page 7 of 11

001 - Chico Unified School District

Generated for Terri Humphrey (THUMPHREY), Feb 21 2017
1:42PM
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The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

001 - Chico Unified School District

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The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.
### Board Report

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The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

001 - Chico Unified School District

Generated for Terri Humphrey (THUMPHEY), Feb 21 2017 1:42PM
## Board Report

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<td>13-4700</td>
<td>425.40</td>
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<td>3007417480</td>
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<td>Danielson Company Inc</td>
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<td>Holdrege &amp; Kull</td>
<td>76-9500</td>
<td>116,714.92</td>
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<td>02/21/2017</td>
<td>CALPERS</td>
<td>76-9552</td>
<td>357,416.92</td>
<td></td>
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**Total Number of Checks**: 419

**Total Amount**: 1,683,062.54

### Fund Recap

**Fund** | **Description** | **Check Count** | **Expensed Amount**
--- | --- | --- | ---
01 | General Fund | 347 | 1,047,166.98
09 | Charter Sch Spec Rev 3412 | 16 | 12,105.07
12 | Child Development (3407) | 1 | 91.97
13 | Cafeteria (3401) | 32 | 97,284.67
22 | Measure E (3429) 21 Cap Proj | 5 | 21,883.00
25 | Cap Fac State Cap (3408) 25-26 | 7 | 87,645.71
42 | sp Res Rda-Cp thru (3427)<0-43 | 1 | 16,720.00
76 | Payroll Warrants | 3 | 364,872.54

**Total Number of Checks**: 412

**Less Unpaid Tax Liability**: 1,176.20

**Net (Check Amount)**: 1,646,593.74

Includes checks for only Bank Account COUNTY

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The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

001 - Chico Unified School District

Generated for Terri Humphrey (THUMPHREY), Feb 21 2017 1:42PM
AGENDA ITEM: Independent Contractor Agreements

Prepared by: Kevin Bultema, Assistant Superintendent

☐ Consent  Board Date March 1, 2017
☐ Information Only
☐ Discussion/Action

Background Information

Per Board Policy 3600 Consultants/Independent Contractor, all Consultant/Independent Contractor Agreements shall be brought before the board for approval.

- Christopher Burkhardt (ASB, Inspire)
- Leanne Convis (ASB, Inspire)
- Sarah Foster (ASB, Inspire)
- Kim Gimbral (ASB, Inspire)
- Tristan Gunderson (ASB, Inspire)
- Michael Johnson (ASB, Inspire)
- Nichole Lim (ASB, Inspire)
- Christine MacShane (Bidwell Jr)
- Northern California Officials Association Softball (ASB, CHS)
- Northern California Officials Association Softball (ASB, PVHS)
- Anna Marie Perkins (ASB, Inspire)
- Jesse Rosenquist (ASB, Inspire)
- Jorge Salas (ASB, Inspire)
- Caryne Wood (ASB, Inspire)

Educational Implications

Per Board Policy 3600, the Board of Education authorizes the use of consultants/independent contractors to provide expert professional advice or specialized technical or training services which are not needed on a continuing basis and which cannot be provided by district staff because of limitations of time, experience or knowledge. Individuals, firms or organizations employed as consultants may assist management with decisions and/or project development related to financial, economic, accounting, engineering, legal, administrative, instructional or other matters.

Fiscal Implications

Consultant/Independent Contractor Agreement(s) to be paid from accounts noted on approval forms.
ASB Independent Contractor Agreement

Completed By: Dallis Luther Phone: 891-3080

1. This Agreement is made by and between Chico Unified School District Inspire School of Arts and Sciences and:
   
   Name: Christopher Burkhart
   Email Address: christopher.burkhart61@gmail.com
   Street Address/POB: 1443 Yosemite Drive
   City, State, Zip Code: Chico, CA 95928
   Phone: 
   Taxpayer ID/SSN: 

   This agreement will be in effect From: 1/30/17 To: 3/15/17
   Site Code: 360
   Location(s) of Services: Inspire

2. Scope of Work to be performed and Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Independent Contractor Services (attach separate sheet if necessary):
   a. Scope of Work: Scene Coordinator and Shop Coordinator

   b. Goal (if applicable): Beautiful sets for Into the Woods

3. ASB Account(s) Affected
   a. Production Team - Into the Woods

4. Payment to Independent Contractor for services actually rendered and supported by Independent Contractor initiated invoices, the District will pay the Independent Contractor not to exceed the payment criteria as follows:
   $1,000.00 Hourly Rate X 1.00 # Hours = $1,000.00 Total for Services
   (For Flat Rate fees, please place the flat rate under “hourly rate” and use “1” for number of hours.)

   Additional Expenses (If applicable, in the event of changes to service or other expense types)
   Item: $__________________________
   Item: $__________________________
   Item: $0.00
   Total of Additional Expenses $1,000.00 Grand Total (Services + Additional Expenses)

5. Completed BS10A “Certificate of Independent Consultant Agreement” guideline is: [ ] On File [ ] Attached

6. Completed W9 “Request for Taxpayer Identification Number/Certification” form is: [ ] On File [ ] Attached

BP 3600 states all Consultants/Independent Contractor contracts shall be brought to the Board for Approval.

Board Approval Date: Board authorizing signature:
INDEPENDENT CONTRACTOR TERMS AND CONDITIONS

Independent Contractor Name: Christopher Burkhardt

1. The Independent Contractor 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 Independent Contractor Agreement. Independent Contractor 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 Independent Contractor's employees.

2. Independent Contractor 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, the 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 Independent Contractor 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 subcontracts or employees utilized by the Independent Contractor.

5. Independent Contractor 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 Independent Contractor's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Independent Contractor, and/or the Independent Contractor's employee or agents.

6. Independent Contractor 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. Independent Contractor 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 Independent Contractor, Independent Contractor's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.

9. The Independent Contractor will be paid by vendor check as an Independent Contractor.

10. Independent Contractor shall provide an original invoice to the Originating Administrator. Independent Contractor shall be paid within 30 days of receipt of invoice and authorization of payment forwarded to the CUSD Accounts Payable department along with the original invoice.

11. Either party may terminate this agreement, with or without cause, upon 30 days' written notice to the other. Vendor shall be paid for work actually performed as of the date of receipt of such notice.

12. AGREED TO AND ACCEPTED:

Signature of Independent Contractor

Christopher Burkhardt

Printed Name

2-15-17

Date

13. RECOMMENDED:

Signature of ASB Advisor

Jarrah L. Myles

Printed Name

2-15-17

Date

14. APPROVED:

Signature of Site Administrator

Jenny L. Wysley

Printed Name

2-15-17

Date

15. APPROVED:

Signature of District Administrator,
Business Services

Date

16. ASB Approved Purchase Order #

Signature of ASB Accounting Technician

Originating Administrator Signature (Blue Ink)

Date
ASB Independent Contractor Agreement

Completed By: Doris Luthor
Phone: (530) 891-3990

1. This Agreement is made by and between Chico Unified School District and:
   Name: Leanne Cowies
   Email Address: leanne.cowies@gmail.com
   Street Address/POB: 1130 Oleander Ave
   City, State, Zip Code: Chico, CA 95926
   Phone: 
   Taxpayer ID/SSN: 

   This agreement will be in effect From: 12/7/17 To: 3/15/17
   Site Code: 380
   Location(s) of Services: Inspire School of Arts and Sciences

2. Scope of Work to be performed and Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Independent Contractor Services (attach separate sheet if necessary):
   a. Scope of Work: costume coordinator and rental facilitator
   
   b. Goal (If applicable): well designed costumes

3. ASB Account(s) Affected
   a. Production Team for Into the Woods
   b. 
   c. 

4. Payment to Independent Contractor for services actually rendered and supported by Independent Contractor initiated Invoices, the District will pay the Independent Contractor not to exceed the payment criteria as follows:
   Hourly Rate X # Hours = Total for Services
   (For Flat Rate fees, please place the flat rate under “hourly rate” and use “1” for number of hours.)

   Additional Expenses (If applicable, in the event of changes to service or other expense types)
   Item: 
   $ 
   Item: 
   $ 
   Item: 
   $ 0.00 Total of Additional Expenses
   $ 1,000.00 Grand Total (Services + Additional Expenses)

5. Completed BS10A “Certificate of Independent Consultant Agreement” guideline is □ On File  □ Attached

6. Completed W9 “Request for Taxpayer Identification Number/Certification” form is □ On File  □ Attached

BP 3600 states all Consultants/Independent Contractor contracts shall be brought to the Board for Approval.
Board Approval Date: 
Board authorizing signature:
INDEPENDENT CONTRACTOR TERMS AND CONDITIONS

Independent Contractor Name: Leanne Convis  
ICA#

1. The Independent Contractor 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 Independent Contractor Agreement. Independent Contractor 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 Independent Contractor's employees.

2. Independent Contractor 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 hereinafter contemplated, the 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 Independent Contractor 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 Independent Contractor.

5. Independent Contractor 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 Independent Contractor's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Independent Contractor, and/or the Independent Contractor's employee or agents.

6. Independent Contractor 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. Independent Contractor 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 Independent Contractor, Independent Contractor's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.

9. The Independent Contractor will be paid by vendor check as an Independent Contractor.

10. Independent Contractor shall provide an original invoice to the Originating Administrator. Independent Contractor shall be paid within 30 days of receipt of Invoice and authorization of payment forwarded to the CUSD Accounts Payable department along with the original invoice.

11. Either party may terminate this agreement, with or without cause, upon 30 days' written notice to the other. Vendor shall be paid for work actually performed as of the date of receipt of such notice.

12. AGREED TO AND ACCEPTED:

Signature of Independent Contractor  
Leanne Convis  
Printed Name  
1-27-17  
Date

13. RECOMMENDED:

Signature of ASB Advisor  
Jarrah L. Myles  
Printed Name  
12-7-17  
Date

14. APPROVED:

Signature of Site Administrator  
Jerry Crosby  
Printed Name  
2-9-17  
Date

15. APPROVED:

Signature of District Administrator,  
Business Services  
Printed Name  
Date

16. ASB Approved Purchase Order #

Signature of ASB Accounting Technician  
Originating Administrator Signature (Blue Ink)  

2
ASB Independent Contractor Agreement

Completed By: Darla Luther  Phone: (530) 891-3060

1. This Agreement is made by and between Chico Unified School District and:
   
   Name: Sarah Foster
   Email Address: mothergospelcross@gmail.com
   Street Address/POB: 5244 Mayor Way
   City, State, Zip Code: Chico, CA 95926
   Phone: 
   Taxpayer ID/SSN:

   This agreement will be in effect From: 1/1/17 To: 3/16/17
   Location(s) of Services: Inspire School of Arts and Sciences

2. Scope of Work to be performed and Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Independent Contractor Services (attach separate sheet if necessary):
   a. Scope of Work: coordinate props for Into the Woods
   b. Goal (if applicable): effective props

3. ASB Account(s) Affected
   a. Production Team
   b. 
   c. 

4. Payment to Independent Contractor for services actually rendered and supported by Independent Contractor initiated invoices, the District will pay the independent Contractor not to exceed the payment criteria as follows:
   $500.00 Hourly Rate X 1.00 = $500.00 Total for Services
   (For Flat Rate fees, please place the flat rate under "hourly rate" and use "1" for number of hours.)

   Additional Expenses (if applicable, in the event of changes to service or other expense types)
   Item: ________________________________ $__________________
   Item: ________________________________ $__________________
   $0.00 Total of Additional Expenses
   $500.00 Grand Total (Services + Additional Expenses)

5. Completed 8510A “Certificate of Independent Consultant Agreement” guideline is [ ] On File [ ] Attached

6. Completed W9 “Request for Taxpayer Identification Number/Certification” form is [ ] On File [ ] Attached

BP 3600 states all Consultants/Independent Contractor contracts shall be brought to the Board for Approval.
Board Approval Date: Board authorizing signature:
INDEPENDENT CONTRACTOR TERMS AND CONDITIONS

Independent Contractor Name: Sarah Foster
ICA#

1. The Independent Contractor 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 Independent Contractor Agreement. Independent Contractor 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 Independent Contractor’s employees.

2. Independent Contractor 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, the 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 Independent Contractor will certify in writing, using Administration Form #3515.6., that criminal background checks have been completed as per Board Policy #955.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Independent Contractor.

5. Independent Contractor 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 Independent Contractor’s negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Independent Contractor, and/or the Independent Contractor’s employee or agents.

6. Independent Contractor 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. Independent Contractor 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 Independent Contractor, Independent Contractor’s business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.

9. The Independent Contractor shall be paid within 30 days of receipt of invoice.

10. Independent Contractor shall provide an original invoice to the Originating Administrator. Independent Contractor shall be paid within 30 days of receipt of invoice and authorization of payment forwarded to the CUSD Accounts Payable department along with the original invoice.

11. Either party may terminate this agreement, with or without cause, upon 30 days’ written notice to the other. Vendor shall be paid for work actually performed as of the date of receipt of such notice.

12. AGREED TO AND ACCEPTED:

Sarah C. Foster
Printed Name
Date

Sarah C. Foster
1/30/17

13. RECOMMENDED:

Jeremiah Myles
Printed Name
Date

Jeremiah Myles
2/9/17

14. APPROVED:

Jerry Crosby
Printed Name
Date

Jerry Crosby
2/9/17

15. APPROVED:

Signature of District Administrator, Business Services
Printed Name
Date

Signature of District Administrator, Business Services

16. ASB Approved Purchase Order #: 

Signature of ASB Accounting Technician

Originating Administrator Signature (Blue Ink)

Date

~ 2 ~
ASB Independent Contractor Agreement

Completed By: Doris Luther Phone: (530) 891-3090

1. This Agreement is made by and between Chico Unified School District and:
   Name: Kim Gimbai
   Email Address: kglmbai@chicousd.org
   Street Address/POB: 806 Brookwood Way
   City, State, Zip Code: Chico, CA 95928
   Phone:
   Taxpayer ID/SSN:

   This agreement will be in effect From: 1/1/17 To: 3/15/17
   Site Code: 360
   Location(s) of Services: Inspire School of Arts and Sciences

2. Scope of Work to be performed and Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Independent Contractor Services (attach separate sheet if necessary):
   a. Scope of Work: playing percussion for "Into the Woods"

   b. Goal (If applicable): beautiful music

3. ASB Account(s) Affected
   a. Production Team
   b. 
   c. 

4. Payment to Independent Contractor for services actually rendered and supported by Independent Contractor initiated invoices, the District will pay the Independent Contractor not to exceed the payment criteria as follows:

   $450.00 Hourly Rate X 1.00 if Hours = $450.00 Total for Services

   (For Flat Rate fees, please place the flat rate under "hourly rate" and use "1" for number of hours.)

   Additional Expenses (If applicable, in the event of changes to service or other expense types)
   Item: ___________________________ $________
   Item: ___________________________ $________

   $0.00 Total of Additional Expenses
   $450.00 Grand Total (Services + Additional Expenses)


6. Completed W9 "Request for Taxpayer Identification Number/Certification" form is [ ] On File [ ] Attached

BP 3600 states all Consultants/Independent Contractor contracts shall be brought to the Board for Approval.
Board Approval Date: Board authorizing signature:
INDEPENDENT CONTRACTOR TERMS AND CONDITIONS

Independent Contractor Name: Kim Gimbal

ICA#

1. The Independent Contractor 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 Independent Contractor Agreement. Independent Contractor 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 Independent Contractor's employees.

2. Independent Contractor 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, the 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 Independent Contractor will certify in writing, using Administration Form #3155.8, that criminal background checks have been completed as per Board Policy #3155.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Independent Contractor.

5. Independent Contractor 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 Independent Contractor's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Independent Contractor, and/or the Independent Contractor's employee or agents.

6. Independent Contractor 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. Independent Contractor 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 Independent Contractor, Independent Contractor's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.

9. The Independent Contractor will be paid by vendor check as an Independent Contractor.

10. Independent Contractor shall provide an original invoice to the Originating Administrator. Independent Contractor shall be paid within 30 days of receipt of invoice and authorization of payment forwarded to the CUSD Accounts Payable department along with the original invoice.

11. Either party may terminate this agreement, with or without cause, upon 30 days' written notice to the other. Vendor shall be paid for work actually performed as of the date of receipt of such notice.

12. AGREED TO AND ACCEPTED:

  [Signature]
  [Printed Name]
  [Date]

13. RECOMMENDED:

  [Signature]
  [Printed Name]
  [Date]

14. APPROVED:

  [Signature]
  [Printed Name]
  [Date]

15. APPROVED:

  [Signature]
  [Printed Name]
  [Date]

16. ASB Approved Purchase Order #

  [Signature]
  [Originating Administrator Signature (Blue Ink)]
  [Date]
ASB Independent Contractor Agreement

Completed By: Danah Luther Phone: 891-3000

1. This Agreement is made by and between Chico Unified School District Inspire School of Arts and Sciences and:
   
   Name: Tiffina Gundersen
   Email Address: tiffinagunderson@gmail.com
   Street Address/POB: 1935 Wild Oak Lane
   City, State, Zip Code: Chico, CA 95928
   Phone: 
   Taxpayer ID/SSN: 

   This agreement will be in effect From: 1/1/2017 To: 3/1/2017
   Site Code: 830
   Location(s) of Services: Inspire

2. Scope of Work to be performed and Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Independent Contractor Services (attach separate sheet if necessary):
   a. Scope of Work: Asset Scheduling Coordinator and Shop Coordinator for Into the Woods

   b. Goal (if applicable): beautiful sets

3. ASB Account(s) Affected
   a. Production Team - Into the Woods
   b. 
   c. 

   ASB Account # Percentage
   215-12 100.00%
   0.00%
   0.00%

4. Payment to Independent Contractor for services actually rendered and supported by Independent Contractor initiated invoices, the District will pay the Independent Contractor not to exceed the payment criteria as follows:
   $ 500.00 Hourly Rate X 1.00 # Hours = $ 500.00 Total for Services
   (For Flat Rate fees, please place the flat rate under “hourly rate” and use “1” for number of hours.)

   Additional Expenses (if applicable, in the event of changes to service or other expense types)
   Item: ____________________________ $__________
   Item: ____________________________ $__________
   Item: ____________________________ $0.00 Total of Additional Expenses
   $ 500.00 Grand Total (Services + Additional Expenses)

5. Completed BS10A “Certificate of Independent Consultant Agreement” guideline is [ ] On File [ ] Attached

6. Completed W-9 “Request for Taxpayer Identification Number/Certification” form is [ ] On File [ ] Attached

BP 3600 states all Consultants/Independent Contractor contracts shall be brought to the Board for Approval.
Board Approval Date: Board authorizing signature:
INDEPENDENT CONTRACTOR TERMS AND CONDITIONS

Independent Contractor Name: Tristan Gunderson

1. The Independent Contractor 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 Independent Contractor Agreement. Independent Contractor 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 Independent Contractor's employees.

2. Independent Contractor 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, the 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 Independent Contractor will certify in writing, using Administration Form #3516, that criminal background checks have been completed as per Board Policy #3516.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Independent Contractor.

5. Independent Contractor 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 Independent Contractor's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Independent Contractor, and/or the Independent Contractor's employees or agents.

6. Independent Contractor 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. Independent Contractor 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 Independent Contractor, Independent Contractor's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.

9. The Independent Contractor will be paid by vendor check as an Independent Contractor.

10. Independent Contractor shall provide an original invoice to the Originating Administrator. Independent Contractor shall be paid within 30 days of receipt of invoice and authorization of payment forwarded to the CUSD Accounts Payable department along with the original invoice.

11. Either party may terminate this agreement, with or without cause, upon 30 days' written notice to the other. Vendor shall be paid for work actually performed as of the date of receipt of such notice.

12. AGREED TO AND ACCEPTED:

[Signature]
Tristan Gunderson
Printed Name
2/12/17
Date

13. RECOMMENDED:

[Signature]
Tarah L. Myles
Printed Name
2/9/17
Date

14. APPROVED:

[Signature]
Jerry Crosby
Printed Name
2/15/17
Date

15. APPROVED:

[Signature]
Printed Name

16. ASB Approved Purchase Order #

[Signature]
Originating Administrator Signature (Blue Ink)
Date

~2~
ASB Independent Contractor Agreement

Completed By: [Name] Phone: [Phone Number]

1. This Agreement is made by and between Chico Unified School District and:
   Name: [Name]
   Email Address: [Email Address]
   Street Address/POB: [Address]
   City, State, Zip Code: [City], CA 95928
   Phone: [Phone]
   Taxpayer ID/SSN: [ID/SSN]

   This agreement will be in effect From: [Start Date] To: [End Date]
   Site Code: [Code]

   Location(s) of Services: [Location(s)]

   Tu: [Tu]

2. Scope of Work to be performed and Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Independent Contractor Services (attach separate sheet if necessary):
   a. Scope of Work: [Scope of Work]
   b. Goal (if applicable): [Goal]

3. ASB Account(s) Affected
   a. Production Train
   b.
   c.

   ASB Account #: [Account]
   Percentage: [Percentage]

4. Payment to Independent Contractor for services actually rendered and supported by Independent Contractor initiated invoices, the District will pay the Independent Contractor not to exceed the payment criteria as follows:
   $500.00 x 1.00 = $500.00 Total for Services
   [For Flat Rate fees, please place the flat rate under "hourly rate" and use "1x" for number of hours.]

   Additional Expenses (if applicable, in the event of changes to services or other expense types):
   Item: [Item]
   $: [Amount]
   Item: [Item]
   $: [Amount]
   Total of Additional Expenses: $500.00
   Grand Total (Services + Additional Expenses): $500.00


6. Completed W9 "Request for Taxpayer Identification Number/Certification" form is [On File/Attached]

BP 9600 states all Consultants/Independent Contractor contracts shall be brought to the Board for Approval.

Board Approval Date: [Date] Board authorizing signature:
INDEPENDENT CONTRACTOR TERMS AND CONDITIONS

Independent Contractor Name: Michael Johnson

1. The Independent Contractor will perform and service independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or employment benefits in connection with the Independent Contractor Agreement. Independent Contractor shall assume full responsibility for payment of all Federal, State and Local taxes on compensation, including unemployment insurance, Social Security, and income taxes with respect to Independent Contractor's employees.

2. Independent Contractor shall furnish, in addition to proper services, 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 described in this Agreement, the Independent Contractor will provide the Independent Contractor, with the authority to control and direct the performance of the work, the District being interested in the results obtained.

4. If applicable, the Independent Contractor will supply in writing, using Administration Form 2.350.6., that criminal background checks have been completed as per Board Policy APS & offer to commence services. This requirement also applies to any sub-contractors or employees directed by the Independent Contractor.

5. Independent Contractors agree to defend, indemnify and hold harmless the District, Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Independent Contractor's negligence in the performance of this Agreement, including, but not limited to, any claims due to injury and/or damage sustained by Independent Contractor, and/or the Independent Contractor's employees or agents.

6. Independent Contractor will provide all necessary labor, materials, equipment, and other items necessary to carry out the services 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 described herein must meet the approval of the District and shall be subject to the District's general right of inspection to insure the satisfactory completion of the work. Independent Contractor agrees to comply with all federal, state, and local regulations that are now, or may in the future become applicable to Independent Contractor, Independent Contractor's business, equipment, and personal property engaged in operations covered by this Agreement, in accordance with the District's policies on such operations.

9. The Independent Contractor will be paid by vendor checks as Independent Contractor.

10. Independent Contractor shall provide or retain adequate insurance for all risks and obligations assumed by Independent Contractor in connection with this Agreement.

11. Any other party to this Agreement, with or without notice, upon 30 days' written notice to the other, Vendor shall be paid for work actually performed as of the date of receipt of such notice.

12. AGREED TO AND ACCEPTED:

Michael L. Johnson

Printed Name

Date

13. RECOMMENDED:

Jarrah L. Myles

Printed Name

Date

14. APPROVER:

Jerry Crosby

Printed Name

Date

15. APPROVED:

Signature of District Administrator, Business Services

Printed Name

Date

16. ASS Approved Purchase Order #

Signature of ASB Accounting Technician

Originating Administrator Signature [Blue Ink]

Date

"2"
ASB Independent Contractor Agreement

Completed By: Doris Luther
Phone: (530) 691-3000

1. This Agreement is made by and between Chico Unified School District and:

   Name: Nichole Lim
   Email Address: nicholemarlee@gmail.com
   Street Address/POB: 1907 Stalnback Ave
   City, State, Zip Code: Nashville, TN 37207
   Phone: 
   Taxpayer ID/SSN: 

   This agreement will be in effect From: 1/30/17 To: 3/15/17
   Location(s) of Services: Inspire School of Arts and Sciences

2. Scope of Work to be performed and Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of independent Contractor Services (attach separate sheet if necessary):
   a. Scope of Work: coordinate makeup and hair for "Irr the Woods"
   b. Goal (if applicable): effective hair and makeup

3. ASB Account(s) Affected
   a. Production Team
   b. 
   c. 
   ASB Account #: 212-12
   Percentage 100.00%
   0.00%
   0.00%

4. Payment to Independent Contractor for services actually rendered and supported by Independent Contractor initiated invoices, the District will pay the Independent Contractor not to exceed the payment criteria as follows:

   $500.00 Hourly Rate X 1.00 # Hours = $500.00 Total for Services
   (For Flat Rate fees, please place the flat rate under "hourly rate" and use "1" for number of hours.)

   Additional Expenses (if applicable, in the event of changes to service or other expense types)
   Item: $ 
   Item: $ 0.00 Total of Additional Expenses
   $500.00 Grand Total (Services + Additional Expenses)


6. Completed W9 "Request for Taxpayer Identification Number/Certification" form is [ ] On File [ ] Attached

BP 3600 states all Consultants/Independent Contractor contracts shall be brought to the Board for Approval.
Board Approval Date: Board authorizing signature:
INDEPENDENT CONTRACTOR TERMS AND CONDITIONS

Independent Contractor Name: Nichole Lim

1. The Independent Contractor 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 Independent Contractor Agreement. Independent Contractor 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 Independent Contractor's employees.

2. Independent Contractor 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, the 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 independent Contractor will certify in writing, using Administration Form #551.6., that criminal background checks have been completed as per Board Policy #551.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Independent Contractor.

5. Independent Contractor 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 Independent Contractor's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Independent Contractor, and/or Independent Contractor's employee or agents.

6. Independent Contractor 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. Independent Contractor 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 Independent Contractor, Independent Contractor's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.

9. The Independent Contractor will be paid by vendor check as an Independent Contractor.

10. Independent Contractor shall provide an original invoice to the Originating Administrator. Independent Contractor shall be paid within 30 days of receipt of invoice and authorization of payment forwarded to the CUSD Accounts Payable department along with the original invoice.

11. Either party may terminate this agreement, with or without cause, upon 30 days' written notice to the other. Vendor shall be paid for work actually performed as of the date of receipt of such notice.

12. AGREED TO AND ACCEPTED:

[Signature of Independent Contractor]

[Printed Name]

[Date]

13. RECOMMENDED:

[Signature of ASB Advisor]

[Printed Name]

[Date]

14. APPROVED:

[Signature of Site Administrator]

[Printed Name]

[Date]

15. APPROVED:

[Signature of District Administrator, Business Services]

[Printed Name]

[Date]

16. ASB Approved Purchase Order #

[Signature of ASB Accounting Technician]

[Originating Administrator Signature (Blue Ink)]

[Date]
Independent Contractor Agreement

Completed By: Denise Hughes
Phone: 891-3086

1. This Agreement is made by and between Chico Unified School District and:
   Name: Christine MacShane
   Email Address: christinemacshane@gmail.com
   Street Address/POB: 561 E. Lindo
   City, State, Zip Code: Chico, CA 95928
   Social Security Number: 
   
For vendors using a taxpayer identification number please complete a Contract Summary form.

This agreement will be in effect From: 2/14/17 To: 6/17/17
Site Code: 060 Location(s) of Services: The Studio 561, 561 E. Lindo Avenue, Chico, CA

2. Scope of Work to be performed and Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Independent Contractor Services (attach separate sheet if necessary):
   a. Scope of Work: Painting class for At-Risk students

   b. Goal (if applicable): To offer an opportunity for success - each student created a painting - for these At-Risk students.

3. Funding/Program/Grant Affected (corresponding to accounts listed in item 4):
   a. CUSD/CJHS Donation Account
   b. 
   c. 

4. | Percent (%) | Fund | Resource | Project/Year | Goal | Function | Object | Site | Manager |
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5. Payment to Independent Contractor for services actually rendered and supported by Independent Contractor initiated invoices, the District will pay the Independent Contractor not to exceed the payment criteria as follows:
$140.00 Hourly Rate X 1.00 Quantity One Time - $140.00 Total for Services

Additional Expenses (if applicable, in the event of changes to service or other expense types)
Item: 
$________
Item: 
$________
$0.00 Total of Additional Expenses
$140.00 Grand Total (Services + Additional Expenses)


7. Completed W-9 "Request for Taxpayer Identification Number/Certification" form is: On File Attached

BP 3600 states all Consultants/Independent Contractor contracts shall be brought to the Board for Approval.
Board Ratification Date: 

ICA#: 

530/891-3000
fax 891-3220
www.ChicoUSD.org
INDEPENDENT CONTRACTOR TERMS AND CONDITIONS

Independent Contractor Name: Christine MacShane
ICA#

1. The Independent Contractor 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 Independent Contractor Agreement. Independent Contractor 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 Independent Contractor’s employees.

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

3. In the performance of the work herein contemplated, the 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 Independent Contractor 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 Independent Contractor.

5. Independent Contractor 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 Independent Contractor’s negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Independent Contractor, and/or the Independent Contractor’s employee or agents.

6. Independent Contractor 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. Independent Contractor 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 Independent Contractor, Independent Contractor’s business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.

9. The Independent Contractor will be paid by vendor check as an Independent Contractor.

10. Independent Contractor shall provide an original invoice to the Originating Administrator. Independent Contractor shall be paid within 30 days of receipt of invoice and authorization of payment forwarded to the CUSD Accounts Payable department along with the original invoice.

11. Either party may terminate this agreement, with or without cause, upon 30 days written notice to the other. Vendor shall be paid for work actually performed as of the date of receipt of such notice.

12. AGREED TO AND ACCEPTED:

Signature of Independent Contractor

Printed Name

Date

13. RECOMMENDED:

Signature of Originating Administrator

Printed Name

Date

14. APPROVED:

Signature of District Administrator OR Director of Categorical Programs

Printed Name

Date

15. APPROVED:

Signature of District Administrator, Business Services

Printed Name

Date

16. AUTHORIZATION FOR PAYMENT CHECK REQUIRED

(Invoice to accompany payment request):

☐ Partial Payment through:

☐ Full or Final Payment

$ 140.00

Amount

DISPOSITION OF CHECK by Accounts Payable:

☐ Send to Site Administrator (date):

☒ Mail to Independent Contractor

Originating Administrator Signature (Blue Ink)

Date

~ 2 ~
ASB Independent Contractor Agreement

Completed By: Chip Carlson
Phone: (530) 521-1981

1. This Agreement is made by and between Chico Unified School District Chico High ASB and:

   Name: Northern CA Officials Association Softball (NCOAS)
   Email Address: mleef17@comcast.net
   Street Address/POB: 8920 LaPerle Road
   City, State, Zip Code: Bangor, CA 95914
   Phone: ______________________
   Taxpayer ID/SSN: ______________________

   This agreement will be in effect From: 3/17/17 To: 6/30/17
   Site Code: 910
   Location(s) of Services: Chico High

2. Scope of Work to be performed and Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Independent Contractor Services (attach separate sheet if necessary):
   a. Scope of Work: Provide officials for softball games involving Chico High as the host school.

   b. Goal (if applicable): Provide students of CHS with fair and safe athletic contests as required by CIF guidelines.

3. ASB Account(s) Affected
   a. CHS Athletic Softball - League
   b. CHS Softball - Non-League
   c. CHS Softball - Tournaments

4. Payment to Independent Contractor for services actually rendered and supported by Independent Contractor initiated invoices, the District will pay the Independent Contractor not to exceed the payment criteria as follows:

   $5,000.00 Hourly Rate X 1.00 # Hours = $5,000.00 Total for Services

   (For Flat Rate fees, please place the flat rate under "hourly rate" and use "1.0" for number of hours.)

   Additional Expenses (if applicable, in the event of changes to service or other expense types)
   Item: ____________________________ $________
   Item: ____________________________ $________

   Total of Additional Expenses: $0.00
   Grand Total (Services + Additional Expenses): $5,000.00

5. Completed BS10A "Certificate of Independent Consultant Agreement" guideline is On File [ ] Attached [ ]

6. Completed W9 "Request for Taxpayer Identification Number/Certification" form is On File [ ] Attached [ ]

BP 3600 states all Consultants/Independent Contractor contracts shall be brought to the Board for Approval.
Board Approval Date: ____________________________
Board authorizing signature: ____________________________
INDEPENDENT CONTRACTOR TERMS AND CONDITIONS

Independent Contractor Name: Northern CA officials Association Softball (NCOAS)

1. The Independent Contractor 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 Independent Contractor Agreement. Independent Contractor 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 independent Contractor's employees.

2. Independent Contractor shall furnish, at its/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, the 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 Independent Contractor will certify in writing, using Administration Form #3155.6, that criminal background checks have been completed as per Board Policy #3155.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Independent Contractor.

5. Independent Contractor 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 Independent Contractor's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Independent Contractor, and/or the Independent Contractor's employee or agents.

6. Independent Contractor 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. Independent Contractor 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 Independent Contractor, Independent Contractor's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.

9. The Independent Contractor will be paid by vendor check as an Independent Contractor.

10. Independent Contractor shall provide an original invoice to the Originating Administrator. Independent Contractor shall be paid within 30 days of receipt of invoice and authorization of payment forwarded to the CUSD Accounts Payable department along with the original invoice.

11. Either party may terminate this agreement, with or without cause, upon 30 days' written notice to the other. Vendor shall be paid for work actually performed as of the date of receipt of such notice.

12. AGREED TO AND ACCEPTED:

   Signature of Independent Contractor

   Printed Name

   Date

13. RECOMMENDED:

   Signature of ASB Advisor

   Printed Name

   Date

14. APPROVED:

   Signature of Site Administrator

   Printed Name

   Date

15. APPROVED:

   Signature of District Administrator,
   Business Services

   Printed Name

   Date

16. ASB Approved Purchase Order #

   Signature of ASB Accounting Technician

   Originating Administrator Signature (Blue Ink)

   Date

~ 2 ~
ASB Independent Contractor Agreement

Completed By: Shirley Loomes
Phone: (530) 679-0189

1. This Agreement is made by and between Chico Unified School District Northern California Officials Association Softball and:

   Name: Northern California Officials Association Softball
   Email Address: mlees1@comcast.net
   Street Address/POB: 5926 La Porte Road
   City, State, Zip Code: Bangor, CA 95914
   Phone: 
   Taxpayer ID/SSN: 

   This agreement will be in effect From: 8/19/16 To: 8/10/17
   Site Code: 020
   Location(s) of Services: PVHS

2. Scope of Work to be performed and Goal: Strategic Plan, Site Plan, Other) to be achieved as a result of Independent Contractor Services (attach separate sheet if necessary):
   a. Scope of Work: Softball Game Officials for 16-17 Softball Season

3. ASB Account(s) Affected
   a. Softball
   b. Softball
   c. 

4. Payment to Independent Contractor for services actually rendered and supported by Independent Contractor initiated invoices, the District will pay the Independent Contractor not to exceed the payment criteria as follows:

   $7,700.00  Hourly Rate X 1.00 # Hours = $7,700.00  Total for Services
   (For Flat Rate fees, please place the flat rate under "hourly rate" and use "1" for number of hours.)

   Additional Expenses (if applicable, in the event of changes to service or other expense types)

   Item: $ __________
   Item: $ __________
   $0.00 Total of Additional Expenses
   $7,700.00 Grand Total (Services + Additional Expenses)

5. Completed BS10A "Certificate of Independent Consultant Agreement" guideline is  On File  Attached

6. Completed W9 "Request for Taxpayer Identification Number/Certification" form is  On File  Attached

BP 3600 states all Consultants/Independent Contractor contracts shall be brought to the Board for Approval.
Board Approval Date: Board authorizing signature:
INDEPENDENT CONTRACTOR TERMS AND CONDITIONS

Independent Contractor Name:  

Northern California Officials Association Softball  

1. The Independent Contractor 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 Independent Contractor Agreement. Independent Contractor 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 Independent Contractor's employees.

2. Independent Contractor 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, the 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 Independent Contractor 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 Independent Contractor.

5. Independent Contractor 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 Independent Contractor's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Independent Contractor, and/or the Independent Contractor's employee or agents.

6. Independent Contractor 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. Independent Contractor 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 Independent Contractor, Independent Contractor's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.

9. The Independent Contractor will be paid by vendor check as an independent Contractor.

10. Independent Contractor shall provide an original invoice to the Originating Administrator. Independent Contractor shall be paid within 30 days of receipt of invoice and authorization of payment forwarded to the CUSD Accounts Payable department along with the original invoice.

11. Either party may terminate this agreement, with or without cause, upon 30 days' written notice to the other. Vendor shall be paid for work actually performed as of the date of receipt of such notice.

12. AGREED TO AND ACCEPTED:

Signature of Independent Contractor  

Shirley Loomis  

2-7-17  

Date

13. RECOMMENDED:

Signature of ASB Advisor  

Stefanie Volk  

2/13/17  

Date

14. APPROVED:

Signature of Site Administrator  

S. Treuell  

2/13/17  

Date

15. APPROVED:

Signature of District Administrator, Business Services  

Printed Name  

Date

16. ASB Approved Purchase Order # ASB-17008  

Signature of ASB Accounting Technician  

Originating Administrator Signature (Blue Ink)  

2/13/17  

Date
ASB Independent Contractor Agreement

Completed By: Dorla Luther  Phone: (530) 891-3690

1. This Agreement is made by and between Chico Unified School District and:
   
   Name: Anna Marie Perkins
   Email Address: amperkins@email.csuchico.edu
   Street Address/POB: 1301 Sheridan Ave, Apt 102
   City, State, Zip Code: Chico, CA 95926
   Phone: 
   Taxpayer ID/SSN: 

   This agreement will be in effect From: 3/30/17 To: 3/31/17
   Site Code: 350
   Location(s) of Services: Inspire School of Arts and Sciences

2. Scope of Work to be performed and Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Independent Contractor Services (attach separate sheet if necessary):
   a. Scope of Work: playing horn for “Into the Woods”
   b. Goal (If applicable): beautiful music

3. ASB Account(s) Affected
   a. Production Team
   b. 
   c. 

   ASB Account #  Percentage
   212-12  100.00%
   0.00%
   0.00%

4. Payment to Independent Contractor for services actually rendered and supported by Independent Contractor initiated invoices, the District will pay the Independent Contractor not to exceed the payment criteria as follows:
   $450.00 Hourly Rate X 1.00 # Hours = $450.00 Total for Services
   (For Flat Rate fees, please place the flat rate under “hourly rate” and use “2” for number of hours.)

   Additional Expenses (if applicable, in the event of changes to service or other expense types)
   Item: ____________________________ $_________________________
   Item: ____________________________ $_________________________
   $0.00 Total of Additional Expenses
   $460.00 Grand Total (Services + Additional Expenses)

6. Completed W9 "Request for Taxpayer Identification Number/Certification" form is [ ] On File [ ] Attached

BP 3600 states all Consultants/Independent Contractor contracts shall be brought to the Board for Approval.
Board Approval Date: Board authorizing signature:
INDEPENDENT CONTRACTOR TERMS AND CONDITIONS

Independent Contractor Name: Anna Marie Perkins

1. The Independent Contractor 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 Independent Contractor Agreement. Independent Contractor 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 Independent Contractor's employees.

2. Independent Contractor 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, the 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 Independent Contractor will certify in writing, using Administration Form #S515.6., that criminal background checks have been completed as per Board Policy #S515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Independent Contractor.

5. Independent Contractor 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 Independent Contractor's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Independent Contractor, and/or the Independent Contractor's employee or agents.

6. Independent Contractor 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. Independent Contractor 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 Independent Contractor, Independent Contractor's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.

9. The Independent Contractor will be paid by vendor check as an Independent Contractor.

10. Independent Contractor shall provide an original invoice to the Originating Administrator. Independent Contractor shall be paid within 30 days of receipt of invoice and authorization of payment forwarded to the CUSD Accounts Payable department along with the original invoice.

11. Either party may terminate this agreement, with or without cause, upon 30 days' written notice to the other. Vendor shall be paid for work actually performed as of the date of receipt of such notice.

12. AGREED TO AND ACCEPTED:

Anna Perkins
Signature of Independent Contractor

Anna Perkins
Printed Name

2/14/17
Date

13. RECOMMENDED:

Jarrah L. Myles
Signature of ASB Advisor

Printed Name

2/15/17
Date

14. APPROVED:

Jerry Crosby
Signature of Site Administrator

Printed Name

2/15/17
Date

15. APPROVED:

Signature of District Administrator,
Business Services

Date

16. ASB Approved Purchase Order #_____________________

Signature of ASB Accounting Technician

Originating Administrator Signature (Blue Ink)

Date

"2"
ASB Independent Contractor Agreement

Completed By: Doris Luther
Phone: (530) 961-3000

1. This Agreement is made by and between Chico Unified School District ___________________________ and:
   
   Name: Jesse E. Rosenquist
   Email Address: roszybear52@qsl.net
   Street Address/POB: 1011 French Street
   City, State, Zip Code: Willows, CA 95988
   Phone:
   Taxpayer ID/SSN: ___________________________

   This agreement will be in effect From: 1/29/17 To: 3/15/17
   Site Code: 380
   Location(s) of Services: Inspire School of Arts and Sciences

2. Scope of Work to be performed and Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Independent Contractor Services (attach separate sheet if necessary):
   a. Scope of Work: playing trumpet for "Into the Woods"

   b. Goal (if applicable): beautiful musical

3. ASB Account(s) Affected
   a. Production Team

4. Payment to Independent Contractor for services actually rendered and supported by Independent Contractor initiated invoices, the District will pay the Independent Contractor not to exceed the payment criteria as follows:
   
   $450.00 Hourly Rate X 1.00 # Hours = $450.00 Total for Services
   (For Flat Rate fees, please place the flat rate under "hourly rate" and use "1" for number of hours.)

   Additional Expenses (if applicable, in the event of changes to service or other expense types)
   Item: ___________________________________________ $________
   Item: ___________________________________________ $________
   $0.00 Total of Additional Expenses
   $450.00 Grand Total (Services + Additional Expenses)

5. Completed BS10A "Certificate of Independent Consultant Agreement" guideline is ☐ On File ☑ Attached

6. Completed W9 "Request for Taxpayer Identification Number/Certification" form is ☐ On File ☑ Attached

BP 3600 states all Consultants/Independent Contractor contracts shall be brought to the Board for Approval.
Board Approval Date: ___________________________ Board authorizing signature: ___________________________
INDEPENDENT CONTRACTOR TERMS AND CONDITIONS

Independent Contractor Name: Jesse E. Rosenquist

1. The Independent Contractor 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 Independent Contractor Agreement. Independent Contractor 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 Independent Contractor's employees.

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

3. In the performance of the work herein contemplated, the 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 Independent Contractor will certify in writing, using Administration Form #8515.6., that criminal background checks have been completed as per Board Policy #8515.5 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Independent Contractor.

5. Independent Contractor 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 Independent Contractor's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Independent Contractor, and/or the Independent Contractor's employee or agents.

6. Independent Contractor 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. Independent Contractor 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 Independent Contractor, Independent Contractor's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.

9. The Independent Contractor will be paid on vendor check as an Independent Contractor.

10. Independent Contractor shall provide an original invoice to the Originating Administrator. Independent Contractor shall be paid within 30 days of receipt of invoice and authorization of payment forwarded to the CUSD Accounts Payable department along with the original invoice.

11. Either party may terminate this agreement, with or without cause, upon 30 days written notice to the other. Vendor shall be paid for work actually performed as of the date of receipt of such notice.

12. AGREED TO AND ACCEPTED:

Jesse E. Rosenquist

Printed Name

Date

13. RECOMMENDED:

Jarrod L. Myles

Printed Name

Date

14. APPROVED:

Jerry Crosby

Printed Name

Date

15. APPROVED:

Printed Name

Date

16. ASB Approved Purchase Order #:_________________

Signature of ASB Accounting Technician

Originating Administrator Signature (Blue Ink)

Date

~2~
ASB Independent Contractor Agreement

Completed By: Dora Luther  Phone: 891-3096

1. This Agreement is made by and between Chico Unified School District and:
   Inspire School of Arts and Sciences
   Name: Jorge Salas (Pura Vida DJ Productions)
   Email Address: jsalas@chicoisd.org
   Street Address/POB: 2 Griffith Park Lane
   City, State, Zip Code: Chico, CA 95928
   Phone: 
   Taxpayer ID/SSN: 

   This agreement will be in effect From: 2/11/17  To: 2/11/17
   Location(s) of Services: Inspire School of Arts and Sciences
   Site Code: 380

2. Scope of Work to be performed and Goal (Strategy: Plan, Site Plan, Other) to be achieved as a result of Independent Contractor Services (attach separate sheet if necessary):
   a. Scope of Work: DJ for Winter Formal

   b. Goal (if applicable): fun and appropriate music and DJing for the dance

3. ASB Account(s) Affected
   a. ASB/Winter Formal
   b. 
   c. 

4. Payment to Independent Contractor for services actually rendered and supported by Independent Contractor Initiated Invoices, the District will pay the Independent Contractor not to exceed the payment criteria as follows:
   $500.00 Hourly Rate X 1.00 = $500.00 Total for Services
   (For Flat Rate fees, please place the flat rate under “hourly rate” and use “1” for number of hours.)
   Additional Expenses (If applicable, in the event of changes to service or other expense types)
   Item: $__________
   Item: $__________
   $ 0.00 Total of Additional Expenses
   $500.00 Grand Total (Services + Additional Expenses)


BP 3600 states all Consultants/Independent Contractor contracts shall be brought to the Board for Approval.
Board Approval Date: Board authorizing signature:
INDEPENDENT CONTRACTOR TERMS AND CONDITIONS

Independent Contractor Name: Jorge Sales (Pura Vida DJ Productions)  

1. The Independent Contractor 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 Independent Contractor Agreement. Independent Contractor 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 Independent Contractor's employees. 

2. Independent Contractor 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, the Independent Contractor shall have 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 Independent Contractor will certify in writing, using Administration Form IBSIS.6, that criminal background checks have been completed as per Board Policy #SIS.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Independent Contractor. 

5. Independent Contractor 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 Independent Contractor's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Independent Contractor, and/or the Independent Contractor's employee or agents. 

6. Independent Contractor 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. Independent Contractor 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 Independent Contractor, Independent Contractor's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations. 

9. The Independent Contractor will be paid by vendor check as an independent Contractor. 

10. Independent Contractor shall provide an original invoice to the Originating Administrator. Independent Contractor shall be paid within 30 days of receipt of invoice and authorization of payment forwarded to the CUSD Accounts Payable department along with the original invoice. 

11. Either party may terminate this agreement, with or without cause, upon 30 days' written notice to the other. Vendor shall be paid for work actually performed as of the date of receipt of such notice. 

12. AGREED TO AND ACCEPTED: 

[Signature of Independent Contractor]  

[Printed Name]  

[Date] 

13. RECOMMENDED: 

[Signature of ASB Advisor]  

[Printed Name]  

[Date] 

14. APPROVED: 

[Signature of Site Administrator]  

[Printed Name]  

[Date] 

15. APPROVED: 

[Signature of District Administrator, Business Services]  

[Printed Name]  

[Date] 

16. ASB Approved Purchase Order #: 

[Signature of ASB Accounting Technician]  

[Originating Administrator Signature (Blue Ink)]  

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

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

ASB Independent Contractor Agreement

Completed By: Doris Luther
Phone: (530) 891-3090

1. This Agreement is made by and between Chico Unified School District and:
   Name: Cayanne Wood
   Email Address: omwood15@comcast.net
   Street Address/POB: 2 Windmill Court
   City, State, Zip Code: Chico, CA 95928
   Phone: 
   Taxpayer ID/SSN: 

   This agreement will be in effect from: 1/30/17 To: 9/15/17
   Site Code: 380 Location(s) of Services: Inspire School of Arts and Sciences

2. Scope of Work to be performed and Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Independent Contractor Services (attach separate sheet if necessary):
   a. Scope of Work: playing French horn for "Into the Woods"

   b. Goal (if applicable): beautiful music

3. ASB Account(s) Affected:
   a. Production Team ASB Account #: 212-12
   b. 
   c. 

   Percentage
   100.00%
   0.00%
   0.00%

4. Payment to Independent Contractor for services actually rendered and supported by Independent Contractor initiated invoices, the District will pay the Independent Contractor not to exceed the payment criteria as follows:
   $450.00 Hourly Rate x 1.666 # Hours = $740.00 Total for Services
   (For Flat Rate fees, please place the flat rate under "hourly rate" and use "x" for number of hours.)

   Additional Expenses (if applicable, in the event of changes to service or other expense types)
   Item: $ 
   Item: 
   $ Total of Additional Expenses
   $450.00 Grand Total (Services + Additional Expenses)


6. Completed W9 "Request for Taxpayer Identification Number/Certification" form is [ ] On File [x] Attached

BP 3600 states all Consultants/Independent Contractor contracts shall be brought to the Board for Approval.
Board Approval Date: [ ] Board authorizing signature:
INDEPENDENT CONTRACTOR TERMS AND CONDITIONS

Independent Contractor Name: Caryne Wood

1. The Independent Contractor 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 Independent Contractor Agreement. Independent Contractor 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 Independent Contractor's employees.

2. Independent Contractor 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, the 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 Independent Contractor will certify in writing, using Administration Form #3515.6, that criminal background checks have been completed as per Board Policy #3515.5 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Independent Contractor.

5. Independent Contractor 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 Independent Contractor's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Independent Contractor, and/or the Independent Contractor's employee or agents.

6. Independent Contractor 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. Independent Contractor 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 Independent Contractor, Independent Contractor's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.

9. The Independent Contractor will be paid by vendor check as an Independent Contractor.

10. Independent Contractor shall provide an original invoice to the Originating Administrator. Independent Contractor shall be paid within 30 days of receipt of invoice and authorization of payment forwarded to the CUSD Accounts Payable department along with the original invoice.

11. Either party may terminate this agreement, with or without cause, upon 30 days' written notice to the other. Vendor shall be paid for work actually performed as of the date of receipt of such notice.

12. AGREED TO AND ACCEPTED:

[Signature of Independent Contractor]

Printed Name: Caryne Wood

Date: 2-9-2017

13. RECOMMENDED:

[Signature of ASB Advisor]

Printed Name: Tarrah Myles

Date: 2-9-17

14. APPROVED:

[Signature of Site Administrator]

Printed Name: Jerry Crosby

Date: 2-15-17

15. APPROVED:

[Signature of District Administrator, Business Services]

Printed Name

Date

16. ASB Approved Purchase Order #

[Signature of ASB Accounting Technician]

Originating Administrator Signature (Blue Ink)

Date
AGENDA ITEM: Contracts

Prepared by: Kevin Bultema, Assistant Superintendent

Consent Board Date March 1, 2017

Information Only Discussion/Action

Background Information

Per Board Policy 3312 Contracts, all Contracts shall be brought before the board for approval and/or ratification.

- Butte County Clerk-Recorder/Registrar of Voters (Business Services)
- CSU, Chico Research Foundation (Educational Services)
- Eagle Security Systems (Chico High School)
- Ray Morgan Company (Shasta Elementary School)
- Self-Insured Schools of CA (SISC) Agreement (Chico Unified School District)

Educational Implications

Per Board Policy 3312 Contracts, the Governing Board recognizes its responsibility to enter into contracts on behalf of the district for the acquisition of equipment, supplies, services, and other resources necessary for the achievement of district goals. In exercising this authority to enter into a contract, the Board shall ensure that the district's interest is protected and that the terms of the contract conform to applicable legal standards, including the bidding requirements in Public Contract Code 20111.

The Board may, by a majority vote, delegate to the Superintendent or designee the authority to enter into contracts on behalf of the district. To be valid or to constitute an enforceable obligation against the district, all such contracts must be approved and/or ratified by the Board.

Every contract entered into on behalf of the district shall be made available for public inspection, except when the law prohibits disclosure. No contract shall prohibit a district employee from disparaging the goods or services of any contracting party.

Fiscal Implications

Contracts shall be paid according to agreed upon terms noted.
**Contract Summary**

For use to document services provided to Chico Unified School District by a vendor using a taxpayer ID.

### PART 1: VENDOR INFORMATION
- **Company Name:** County of Butte - County Clerk-Recorder/Register of Voters
- **Primary Contact:** Candace J. Grubbs
- **Email Address:**
- **Street Address/POB:** 155 Nelson Avenue
- **City, State, Zip Code:** Oroville, CA 95965-3411
- **Phone:** (530) 636-7761
- **Taxpayer Identification:**

### PART 2: SCOPE OF WORK FOR SERVICES Services to be provided to CUSD.
1. Effective Dates (to occur within fiscal year): From ____________________ To 2/8/17
2. Location of Services: Butte County, Elections
3. CUSD Contact: Kevin Bateman
4. Account Code to be used:

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<th>Resource</th>
<th>Project/Year</th>
<th>Goal</th>
<th>Function</th>
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</table>
5. **Scope of Work (please provide an overview of the services to be performed):**
   - Election Costs associated with the November 8, 2016 Election for Measure K and Board of Education.

6. **Itemized Costs (for Type specify "lump sum", "hourly", "daily")**
   a. **Line Item/Service Description**
   b. Election Costs for General Election (Measure K, Board of Education)
   c. 
   d. 
   e. 

   **I. GRAND TOTAL**
   - $94,161.58

7. **Special terms (may include termination clause, unique conditions, site provisions):**

### PART 3: AUTHORIZATION AND ACCEPTANCE BY CHICO UNIFIED SCHOOL DISTRICT

**Signature of CUSD Administrator**: [Signature]

**Printed Name**: Kevin J. Bateman

**Date**: 2/21/17

**Board Ratification Date**: __________
February 8, 2017

To: Chico Unified School District-Measure K
Superintendent
1163 E 7th Street
Chico CA 95928

Re: Billing for Election Services-Contests on Ballot
November 8, 2016 Presidential General Election

Attached you will find your election billing invoice for the above named election along with enclosures.

While your district had contests that appeared on the ballot, you have been invoiced for Category 1, 2 and 3 costs as defined in the "Methodology of Elections Cost Distribution" (attached).

Should you have any questions, please contact my assistant, Laurie Cassady at 538-7762.

Sincerely,

[Signature]

Candace J. Grubbs
County Clerk-Recorder/Registrar of Voters

Attachments:
Billing Invoice
Billing Summary
Election Billing Cost Methodology
Chico Unified School District-Measure K
Superintendent
1163 E 7th Street
Chico CA 95928

Date: February 8, 2017
Invoice Detail # 2017Feb-22
Fund No. 4701000-461601

Election Costs for: November 8, 2016 General Election

Category 1-Direct Costs $10,107.22
Category 2-Precinct Services Costs $25,940.50
Category 3-Election Services Costs $57,636.21

TOTAL AMOUNT DUE $93,683.93

Election Billing Terms:
Net 30 days from date of invoice

Remit Payment to:
Butte County Elections Division, 155 Nelson Avenue Oroville CA 95965-3411
Include yellow copy of invoice.
Check must include memo "Election Cost Reimbursement"
February 8, 2017

To: Chico Unified School District
   Superintendent
   1163 E 7th Street
   Chico CA 95928

Re: Billing for Election Services-Entities with No Election (With Candidate Filing)
   November 8, 2016 Presidential General Election

Attached you will find your election billing invoice for the above named election that includes costs in Category 1 A, B, & C as defined in the “Methodology of Elections Cost Distribution” (attached).

Should you have any questions, please contact my assistant, Laurie Cassady at 538-7762.

Sincerely,

Candace J. Grubbs
County Clerk-Recorder/Registrar of Voters

Enclosures:
   Billing Invoice
   Jurisdiction Final Cost Breakdown
INVOICE

Chico Unified School District
Superintendent
1163 E 7th Street
Chico CA 95928

Election Costs for: November 8, 2016 General Election

Category 1-Direct Costs $477.65
Category 2-Precinct Services Costs $0.00
Category 3-Election Services Costs $0.00

TOTAL AMOUNT DUE $477.65

Date: February 8, 2017
Invoice Detail # 2017Feb-21
Fund No. 4701000-461601

Election Billing Terms:
Net 30 days from date of invoice

Remit Payment to:
Butte County Elections Division, 155 Nelson Avenue Oroville CA 95965-3411
Include yellow copy of invoice.
Check must include memo "Election Cost Reimbursement"
AGREEMENT WITH THE CSU, CHICO RESEARCH FOUNDATION

Agreement is hereby made between The CSU, Chico Research Foundation, California State University, Chico, for work to be provided by Education for the Future Initiative, (FOUNDATION) and Chico Unified School District (CLIENT) according to the following terms, conditions, and provisions:

IDENTITY OF
CLIENT:

Chico Unified School District
Business Office
1163 East Seventh St
Chico, CA 95923

Contact: Kim Hernandez
Phone: 530-891-3000, ext. 137
e-mail: k hernandez@chicosd.org

FOUNDATION:
The CSU, Chico Research Foundation
c/o Mary St. John
Education for the Future Initiative
Mailing Address:
35 Main St. Ste 204
Chico, CA 95928-5432
Phone: (530) 898-4482

Shipping Address:
35 Main St. Ste 204
Chico, CA 95928-5432

WORKSCOPE:

CLIENT desires that FOUNDATION perform, and FOUNDATION agrees to perform, the following work:

District-wide online student, staff and parent questionnaire services provided by Brad Geise and Education for the Future staff.

SERVICE:

Date work is to begin February 2017
and be completed July 2017

SPECIFICATIONS:

Place work is to be performed: Chico, CA

FOUNDATION will furnish all equipment, tools, materials and supplies, except as follows:

If paper questionnaires are to be purchased, they may be purchased separately through a Purchase Order to Survey Systems, Inc., 800-473-7188, generated by CLIENT.

TERMS OF PAYMENT:

Payment will be a fixed fee of $10,000.00 U.S. Dollars. CLIENT shall pay FOUNDATION according to the following terms and schedule:

The payment amount shall not exceed $10,000.00 U.S. Dollars. Prior to payment, FOUNDATION shall submit an invoice (containing name, address, amount of payment). Payment will be made upon completion of the workshops and receipt of invoice.

INDEPENDENCE:

FOUNDATION understands FOUNDATION is not the CLIENT's employee and is not entitled to any benefits provided by CLIENT to its employees. FOUNDATION will perform all services in an independent capacity, subject to the CLIENT's direction and control only as to the result and not the manner or means of accomplishing that result. Except as specified above, FOUNDATION shall, at FOUNDATION's sole expense,
provide all instrumentalities or supplies, any required licenses or permits, 
additional helpers or subcontractors, and any other expense incurred by 
FOUNDATION except as otherwise specified herein.

INSURANCE: 
FOUNDATION assumes all risks as an independent contractor, and agrees 
to obtain all insurance necessary for FOUNDATION's protection in 
connection with work under this agreement.

INDEMNITY: 
Each party agrees to indemnify, defend and hold harmless the other from 
any injuries, property damage, or other claims and losses resulting from 
the activities of each party or the party's agents in performance of this 
agreement. FOUNDATION as indemnitee also includes: California State 
University, Chico; The Trustees of the CSU; and the State of California.

OWNERSHIP: 
FOUNDATION retains ownership of all materials used. CLIENT may use 
FOUNDATION materials only as agreed to in writing by FOUNDATION.

TERMINATION 
WITHOUT CAUSE: 
Either party may terminate this agreement without cause after giving 30 
days written notice to the other.

Should CLIENT elect to terminate this agreement without cause less than 
30 days prior to the date specified above for work to begin, CLIENT agrees 
to pay all costs and noncancelable obligations incurred by FOUNDATION 
prior to notice of termination, including materials costs if applicable and 
nonrefundable travel costs or travel change fees.

TERMINATION 
WITH CAUSE: 
With reasonable cause, either party may terminate this agreement effective 
immediately upon giving written notice of termination for cause. 
Reasonable cause shall include material violation of this agreement and 
any act exposing the other party to liability to others for personal injury or 
property damage. The failure of either party to exercise any of its rights 
under this agreement for a breach thereof shall not be deemed to be a 
waiver of such rights or a waiver of any subsequent breach.

FORCE MAJEURE: 
Neither CLIENT nor FOUNDATION shall be liable to the other for any 
delay in or failure of performance, nor shall any such delay in or failure of 
performance constitute default, if such delay or failure is caused by any 
cause beyond the reasonable control of CLIENT or FOUNDATION. 
Notwithstanding the foregoing, CLIENT hereby assumes the risk of 
cancellation of its event and/or the risk of FOUNDATION's inability to 
travel due to weather, and agrees to pay all costs and noncancelable 
obligations incurred by FOUNDATION, including materials costs if 
applicable and nonrefundable travel costs or travel change fees.

TERMS OF THIS 
AGREEMENT: 
This is the entire agreement of the parties and cannot be modified orally. If 
any part of this agreement shall be held unenforceable, the rest of this 
agreement will nevertheless remain in force. This agreement may be 
supplemented or amended only in writing by agreement of authorized 
representatives of the parties.
FOUNDATION:
The CSU, Chico Research Foundation, Research and Sponsored Programs

BY: [Signature]
John Mine, Contracts Officer

Date: 2/1/17

CLIENT:
Joanne Parsley
Printed Name of Client's Signatory

BY: [Signature]

Date: 2-21-17
SALES & MONITORING AGREEMENT

This Sales and Monitoring Agreement, hereinafter referred to as "Agreement" is made 02/22/2017 by and between EAGLE SECURITY SYSTEMS, 3268 Esplanade, Chico, CA 95973, hereinafter referred to as "Company", and the following person or legal entity, hereinafter referred to as "Buyer."

Buyer Name: Chico High School - Ag Shop
Address: 901 Esplanade
City: Chico
State / Zip Code: CA / 95926
Phone Number: (530) 891-3261
Email Address: rgowan@chicosd.org

Billing Name: Chico High School - Ag Shop
Billing Address: 901 Esplanade
City: Chico
State / Zip Code: CA / 95926
Phone Number: 
Email Address: 

Buyer Site Name: Chico High School - Ag Shop
Buyer Site Address: 901 Esplanade
City: Chico
State: CA
Zip: 95926

1. SALE AND INSTALLATION: Company agrees to install or cause to be installed, without liability, and not as an insurer, a "System" as described on the attached Addendum under schedule of equipment (the "Equipment Schedule"), at the Buyer site. Buyer agrees to purchase the components as described in the Equipment Schedule and together, when installed, is the System and is based upon a design approved by Buyer. The equipment contained in the Equipment Schedule comprises the System.

2. TERM, PAYMENT, RENEWAL: Buyer hereby agrees to pay Company, its agents or assigns, for the installation of the System:

| Total Parts & Labor | $3,150.18 |
| Due on Contract Date | $0.00 |
| Balance due on Completion | $3,150.18 |

a. Upon completion of the installation, the unpaid balance shall be due upon receipt of the invoice. Interest shall be charged on unpaid balances at the rate of two percent (2%) per month or portion thereof with a minimum of $7.50.

b. Beginning on the date of completion of installation of the System, Buyer shall pay recurring charges (the "Recurring Charges") as described on the Addendum under schedule of services (the "Services") beginning date 02/22/2017 of $76.00 per month $36.00 per month which shall be automatically renewed from month to month (the "Renewal Term") and Buyer shall continue to make payments according to the terms and conditions set forth in this Agreement. Buyer shall pay a pro rata share of the above charge for any period between the date the System was installed and the date the first scheduled billing. Upon expiration of the Initial Term, this Agreement shall be automatically renewed from month to month (the "Renewal Term") and Buyer shall continue to make payments according to the terms and conditions set forth in this Agreement. Buyer shall pay a one-time Activation Fee of $90.00. Buyer has completed an Alarm Monitoring Worksheet ("AMW") providing written information and instructions to the Company for the establishment of the Services and the names of the responsible parties authorized to act on behalf of the Buyer. Buyer hereby authorizes Company to provide the Services in accordance with the AMW. Buyer may modify the AMW only in writing. Payments under this Agreement shall be payable immediately when due, and interest shall be charged on payments past due at the rate of two percent (2%) per month or portion thereof with a minimum of $7.50. If either party desires to terminate this Agreement after the Initial Term expires, notice to the other, in writing, shall be made at least thirty (30) days in advance, prior to termination of service.

3. INSTALLATION OF SYSTEM; DELAY OF INSTALLATION; INTERRUPTION OF SERVICE:

a. Buyer authorizes Company, its agents or assigns, to install the System, and to make any preparation, such as drilling holes, driving nails or making attachments, necessary or pertinent to installation and installation of the System. Buyer authorizes use of electrical outlets and current necessary to install the System. Buyer agrees to secure whatever permission or authorization is necessary for the installation and services to be rendered by Company pursuant to the terms of this Agreement.

b. Company shall not be responsible or liable for delay in installation of the System or interruption of service due to strikks, lockouts, riots, floods, fires, lightning, acts of God, or any cause beyond the control of the Company, including interruptions of telephone service. Company will not be required to supply service to Buyer while any such cause shall continue.

c. Upon completion of installation of the System, Company shall instruct user in the proper use of the System.

4. WARRANTY; COMPANY’S LIABILITY/DISCLAIMER OF WARRANTIES:

Buyer | Chico High School - Ag Shop

Page 1 of 7
a. Warranty. Company Warranty's that for a period of one (1) year from the date of completion of installation of the System, the System shall be free from defects in materials and workmanship. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY EXCEPTIONS TO THIS WARRANTY SHALL BE CONTAINED IN THE ADDENDUM.

Company shall perform all warranty work between the hours of 8:00 a.m. and 5:00 p.m. on business days. USE OF SYSTEM BEFORE FINAL INSTALLATION AND SIGN OFF BY BUYER SHALL VOID ALL WARRANTIES MADE BY COMPANY.

b. COMPANY'S LIABILITY/DISCLAIMER OF WARRANTIES: COMPANY DOES NOT REPRESENT WARRANTEE THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM IN ALL CASES PROVIDE THE DETECTION FOR WHICH IT IS INSTALLED OR INTENDED. BUYER ACKNOWLEDGES AND AGREES THAT COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER EXCEPT AS SET FORTH IN PARAGRAPH 14(a) ABOVE; THAT THERE ARE NO WARRANTIES WHICH EXTEND UPON THE FACE OF THIS AGREEMENT; THAT COMPANY IS NOT AN INSURER; THAT COMPANY HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPH 14 WHICH SETS FORTH COMPANY'S MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO BUYER OR ANYONE ELSE.

6. TITLE: Company shall retain ownership of and title to the System until full payment of the purchase price of the System has been received. Until the purchase price is paid in full, Buyer shall not in any manner assign, sell, mortgage, lease, loan, transfer or permit any encumbrance upon the System or this Agreement. The System shall remain personal property irrespective of the manner of its attachment to reality. Buyer shall at all times be responsible for any loss or damage to the System, including but not limited to fire and/or theft. Loss of or damage to the System shall not relieve Buyer of any obligation hereunder.

6. MISCELLANEOUS CHARGES: INCREASE IN CHARGES:

a. Buyer shall pay for Federal, State, or Local taxes and all other fees or charges which are imposed upon the System or related equipment, the installation thereof or performances of the services provided under this Agreement, including any increase in charges to Company for facilities required for transmission of signals necessary for the operation of the System.

b. At Company's option, a fee may be charged for any false alarm caused by Buyer or any unnecessary service run, if either Company or Buyer is assessed any fine or penalty by any municipality, fire, or police protection district as a result of any false alarm, Buyer shall pay full amount of such fine or penalty.

c. So that the Company may properly adjust its rates to meet changing service and maintenance costs, and notwithstanding the terms and conditions set forth herein, after the expiration of one (1) year from the date of completion of installation, Company may at any time increase its charge upon thirty (30) days written notice to Buyer. If Buyer is unwilling to pay the increased charge, Buyer may terminate this Agreement by notifying Company in writing within thirty (30) days of the written notice of increase. Buyer's failure to notify Company within this thirty (30) day period shall constitute Buyer's consent to the increase.

d. Buyer acknowledges that all charges set forth herein are based on existing Federal, State, and local taxes and utility charge, including telephone company line charges, if any. Company, shall have the right, at any time, to increase the charges set forth herein to reflect any additional taxes, fees, or charges which hereinafter may be imposed upon Company by any utility or governmental agency relating to the services provided under the terms of this Agreement, and Buyer agrees to pay the same.

e. Buyer shall be responsible for the cost of making any changes to the System, as originally installed, required by any Insurance inspection or rating bureau or Federal, State or local governmental agency.

f. With respect to the fire alarm systems, if an inspection is required, the expense for the first inspection is included in the purchase price of the System. If further inspections are required, the expense of these inspections shall be paid by the Buyer.

7. FURTHER OBLIGATIONS OF THE BUYER:

a. Buyer, at its own expense, shall supply appropriate uninterruptible A.C. electric power and outlets for such power as required for operation of the System, and telephone company interconnection jacks, if required. If additional wiring for electrical or telephone connection is required, Buyer shall arrange and pay for such installations.

b. Buyer shall not tamper with, alter, adjust, add to, disturb, injure, remove, or otherwise interfere with the System and equipment installed by Company, if any, nor permit the same to be done by others. If any work is required to be performed by Company due to Buyer's breach of the foregoing, Buyer will pay Company for such work in accordance with Company's then current prevailing charges.

c. With respect to Alarm Systems, Buyer shall carefully and properly test the alarm system each night or at such other times as Buyer shall specify. Buyer shall carefully and properly test the alarm system prior to each closed period and shall immediately report any claimed inadequacy in or failure of the System to the Company. Buyer shall perform a daily walk test of any motion detection equipment used on the premises.

d. Buyer shall permit Company access to the premises for any reason arising out of or in connection with Company's rights or obligations under this Agreement. Upon termination of the Agreement, Buyer shall permit Company access to the premises to deactivate telephone line signaling devices.

e. Should any part of the System be damaged by fire, water, lightning, acts of God, or any cause beyond the control of Company, repair or replacement of the System shall be for by Buyer.

f. Buyer represents and warrants that Buyer is the owner of the premises or, if not, that the owner agrees and consents to installation of System on the premises. Buyer shall indemnify and hold Company harmless from and against any losses or damages, Including attorney fees, resulting from breach of such representation and warranty, including Company's inability to recover System components after Buyer moves from the premises.

g. For those premises where closed circuit television equipment is provided, Buyer shall provide adequate illumination under all operating conditions for the proper operation of the closed circuit television cameras and shall provide the 110 A.C. adequately regulated power supply, where required, as well as shelf or desk space for monitors.

h. Buyer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnection or reconnecting
alarm sounding and/or transmission equipment at Buyer's premises.

1. Buyer agrees to check the System after it has been installed and Buyer has been shown how to use it. Buyer agrees to let Company know of any errors in installation within five (5) days of being shown how to use the System. If Buyer fails to notify Company of any errors in installation within the five (5) day period described above, Buyer agrees to accept the System as installed.

2. Buyer acknowledges that Buyer has chosen the System, and that additional detection is available and may be obtained by Buyer from Company over and above that provided by the System at additional cost to Buyer.

8. FURTHER OBLIGATIONS OF COMPANY - LIMITATIONS:

a. All work completed shall be in accordance with Company's standard installation procedures. Buyer shall sign and deliver to Company's technician a certificate of completion upon satisfactory completion of the installation.

b. Buyer acknowledges being advised that Company and/or Company's representative is in no way connected with any fire or police department or other civic or governmental authority.

c. Buyer acknowledges that the System is designed to detect entry though those accessas and/or areas actually covered by the equipment listed on the face of the agreement, and that the System performs only the functions and is activated only under the circumstances explained to Buyer.

d. With respect to premises where Central Station monitoring service is provided, Company, upon receipt of an alarm signal from Buyer's premises, shall make every reasonable effort to transmit the alarm promptly to the police or fire department having jurisdiction, except that, to avoid false alarms, Company retains the right to first investigate the cause of such signal(s) by either telephone Buyer or dispatching representative to Buyer's premises to determine whether an emergency condition exists warranting transmission of signal(s) to the police or fire department. Company shall make reasonable effort to notify Buyer's designated representative by telephone of every genuine alarm received unless instructed to do otherwise by Buyer.

e. If possible telephone line trouble is detected by Company, Company shall contact the telephone company and request that it determine location of the trouble. If the trouble is traced to Buyer's premises or telephone line, Company will make a reasonable effort to notify Buyer or Buyer's representative. In the event any service or repair to Buyer's equipment becomes necessary, Company shall, within a reasonable time, dispatch a representative to Buyer's premises for the purpose of making the necessary service or repair at Company's current service charge. It is understood that the telephone company is not the agent of Company, and Company shall not be liable for the telephone company's negligent performance or delay in performance.

f. With respect to premises where card access security is provided, Company assumes no responsibility or liability for lost or stolen access cards.

g. With respect to premises with a direct connection to municipal police or fire departments or other similar agencies, Buyer understands that the signals transmitted to these agencies will be monitored by agents or employees of the agencies who are not Company's agents or employees, and that Company therefore assumes no responsibility for the manner in which such signals are monitored or the response to such signals, if any.

h. It is understood and agreed that Company's obligations relate only to the System and the monitoring thereof, if applicable, and that, except as provided under the terms set forth in the Warrant contained in this Agreement, the Company is in no way obligated to maintain, repair, service, replace, operate or assure operation of the System or any device or property belonging to Buyer or others to which the System is attached.

i. Transmission of Signals. Buyer understands that transmission of signals from the System and/or devices with which the System is equipped ("device") may be via radio telemetry or wire (telephone circuit), that there are various types of telephone circuit service, including direct wire, McCullough Loop, etc.; that these devices are not infallible; and that Company does not represent or warrant that such devices, radio telemetry signals and telephone circuits cannot be interrupted, circumvented or comprised. Further, Buyer understands that a digital central station communicator is a non-supervised reporting device which requires the telephone line to be operative for a signal to be received by the Central Station, and that if the telephone line is not operative there is no indication of this fact at the Central Station and no signal can be received by the Central Station while the telephone line is inoperative.

9. TERMINATION - DEFAULT

a. Company may terminate this Agreement immediately upon written notice:

(i) If Buyer defaults in the performance of any of the terms and conditions of this Agreement, including failure to make payments as agreed herein, or if Buyer misuses the System or the monitoring service.

(ii) If Company's Central Station, the telephone lines, wires, or Buyer's equipment within Buyer's premises are, by any cause beyond the control of the Company, destroyed or so substantially damaged that it is commercially impractical to continue service to Buyer's premises.

(iii) If it becomes impractical for Company to perform its obligations under this Agreement for any reason whatsoever.

b. Buyer may terminate this Agreement immediately upon written notice:

(i) If Buyer's premises are, by any cause beyond the control of the Buyer, destroyed or so substantially damaged that is commercially impractical for Buyer to continue any operation at such premises.

(ii) As provided in Section 2 of this Agreement relating to expiration.

c. If any amounts due under this Agreement are not fully paid when due, the entire amount unpaid shall, at the option of the Company, become due and payable immediately, together with all fees, including Company's reasonable attorney fees, incurred in the collection of Buyer's account. Buyer agrees to pay the full amount payable to Company on demand, and if such payment is not made, Buyer agrees to deliver the System to Company, and if Buyer fails to do so, Company may, without notice or demand for performance or legal process, lawfully enter any premises where the System may be found and take possession of it. After repossessions, the System may be sold and the proceeds of the sale applied as follows: (1) to payment of the expenses of sale; (2) to payment of the expenses of relexing, keeping and storing the System; (3) to satisfaction of the balance due under this Agreement. The sum, if any, remaining thereafter shall be distributed according to law. Buyer shall remain liable to Company for any deficiency remaining after application of the proceeds of sale as set forth above.
10. ASSIGNMENT: Buyer will not assign or otherwise transfer this Agreement without the written consent of Company. Company may subcontract any service which it is obliged to perform hereunder.

11. THIRD PARTY INDEMNIFICATION: In the event any person not a party to this Agreement shall make any claim or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the System, Buyer agrees to indemnify, defend and hold Company harmless from any and all such claims and lawsuits, including the damages, expenses, costs, and attorney fees.

12. RIGHTS TO SUBCONTRACTORS: Buyer agrees that all provisions of this Agreement shall inure to the benefit of any subcontractor employed by Company to perform any service which Company has agreed to perform pursuant to this Agreement, and that this Agreement shall bind Buyer to Subcontractor with the same force and effect as it binds Subscriber to Company.

13. BUYERS PURCHASE ORDER: Buyer acknowledges that if there is any conflict between this Agreement and Buyer's purchase order or any other document, this Agreement shall control, regardless of whether the date of the purchase order or other document is prior or subsequent to the date on this Agreement.

14. COMPANY IS NOT AN INSURER; LIMITATIONS OF LIABILITY; LIQUIDATED DAMAGES: It is understood and agreed that Company is not an insurer; that insurance, if any, shall be obtained by Buyer and that the payments provided herein are based solely upon the value of the services to be performed by Company set forth herein and are unrelated to the value of Buyer's property or the property of others kept at or around Buyer's premises. Buyer acknowledges that it is impractical and extremely difficult to fix the actual damages, if any which may proximately result from Company's failure to perform any of the services set forth herein, or the failure of the System to perform properly because of, among other things:
   a. The uncertain amount or value of Buyer's property or the property of others kept at or around Buyer's premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences which the System or service is designed to detect or avert.
   b. The uncertainty of the response time of any police or fire department dispatched as a result of a signal being received or an audible device sounding.
   c. The inability to ascertain what portion, if any of a particular loss has been proximately caused by Company's failure of the System to operate properly.
   d. The nature of the services to be performed and provided by Company. Buyer therefore understands and agrees that if Company is found liable for loss or damage due to the Company's failure to perform any of its obligations herein, including, but not limited to, installation, maintenance, monitoring or service, or failure of the System or other equipment in any respect whatsoever, Company's liability shall be limited to the sum of six (6) monthly payments for central station alarm monitoring services, or Two Hundred Fifty Dollars ($250.00), whichever is less, as liquidated damages and not as a penalty. This liability shall be exclusive, and the provisions of this Section shall apply to any loss or damage to persons or property, irrespective of cause or origin, resulting directly or indirectly from performance or non-performance of the obligations imposed by this Agreement, or from any negligence, active or otherwise, of Company, its agents, assigns, or employees. If Buyer wished Company to assume a limited liability in lieu of the liquidated damages herein above set forth, Buyer may obtain additional limited liability by paying an additional monthly service charge to Company. If Buyer elects to exercise this option, a rider shall be attached to this Agreement setting forth the terms, conditions, and the amount of the additional limited liability, and the additional monthly charge. Such rider and additional limited liability shall not be interpreted to hold Company liable as an insurer.

   BY PLACING HIS/HER INITIALS AT THE END OF THIS CLAUSE, BUYER ACKNOWLEDGES THAT HE/SHE HAS DISCUSSED THE ABOVE LIQUIDATED DAMAGES CLAUSE WITH THE COMPANY'S AGENT AND HAS AGREED TO THE AMOUNT SET FORTH THEREIN.

15. INVALID PROVISIONS: In the event of any of the Terms or Conditions of this Agreement shall be declared to be invalid or inoperative, all of the remaining Terms and Conditions shall remain in full force and effect.

16. ENTIRE AGREEMENT; MODIFICATION; ALTERATIONS; WAIVER: This Agreement is intended by Buyer and Company to be the final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements between Buyer and Company, and they have relied only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by both Buyer and Company or their duly authorized agents. No waiver or breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

17. CONSTRUCTION; EFFECT OF HEADINGS: This Agreement shall be construed and enforced in accordance with the laws of the State of California. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

18. NOTICES: All notices to be given hereunder shall be in writing and served either personally or by certified mail, return receipt requested, upon Buyer and Company at the addresses set forth in this Agreement or at any other address provided by one to the other from time to time in writing.

19. RESIDENTIAL NOTICE OF CANCELLATION: You may cancel the Agreement or offer referred to above at any time prior to midnight of the third day (excluding Sunday) after the day you signed the Agreement or offer. If you cancel and have already made some payment to the seller, the seller is entitled to retain out of the payment, as a cancellation fee, .5 percent of the cash price of the goods or services, but in no event may the seller retain more than fifteen dollars ($15.00).

You may give notice of cancellation by mailing a signed and dated statement to the seller at the address indicated. In order to have proof
of the mailing, it is recommended that you mail the statements by registered or certified mail. If you do so, you should keep the slip the post office gives you.

In the event you cancel. The seller must return to you (a) any payments made (less cancellation fee), (b) any goods or other property or a sum equal to the amount of the trade-in allowance given therefore and (c) any note or other evidence of indebtedness, given by you to the seller pursuant to or in connection with the agreement or offer. After cancellation the seller is entitled to receive back from you, at your address, any goods previously delivered by him to you, providing he has returned any payments and goods or other property received by you to the extent indicated above. If the seller does not call for his goods at your address within 20 days after you gave notice of cancellation you may keep them as your own.

EAGLE SECURITY SYSTEMS

BY: 

#ACO-4462

ACO1

APPROVED: Authorized Officer

DATE SIGNED:

Chico High School - Ag Shop

PRINT NAME: [Signature]

SIGNED: Authorized Officer

DATE SIGNED: 2/23/17
### ADDENDUM

#### Equipment Schedule

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<tr>
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<th>Quantity</th>
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<td>Next to man door</td>
<td>1.00</td>
<td>Honeywell - Keypad</td>
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<tr>
<td></td>
<td></td>
<td>1.00</td>
<td>GRI - DoorWindow Sensor</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2.00</td>
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<td>1.00</td>
<td>Honeywell - Keypad</td>
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<tr>
<td></td>
<td></td>
<td>1.00</td>
<td>GRI - DoorWindow Sensor</td>
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<td>Honeywell - Keypad</td>
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<td>South Overhead Door</td>
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<td>West Overhead Door</td>
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<td>Exterior South Wall</td>
<td>1.00</td>
<td>Angell &amp; Giroux - Exterior Bell in Steel Housing</td>
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<td></td>
<td>Tech discretion for placement</td>
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<td>Indoor Siren</td>
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<td></td>
<td>North Man Door</td>
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<td>GRI - DoorWindow Sensor</td>
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<td>S/W Man Door</td>
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<td>S/E Man Door</td>
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<td>Honeywell - Control Panel Board + Enclosure</td>
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<td>Inside control panel enclosure</td>
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### Services

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<td>Eagles System Monitoring</td>
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#### Total Monthly Recurring Services: 25.00

#### Scope of Work

The Company shall provide Equipment and Services as defined in the attached Equipment and Locations Details document and associated Agreement(s). Unless otherwise noted, pricing includes the labor and material required to provide a complete, working system.

- Install and monitor new Honeywell Intrusion system in the Ag shop building. All exterior doors will be covered with contact sensors. Three of the exterior doors will have keypads for arming/disarming purposes.
- Installation price includes prevailing wage labor rates.
- See equipment & location details on subsequent pages.

#### Client Requirements

Eagle Security Sales & Monitoring Agreement

Alarm Monitoring Worksheet (Responsible Parties for alarm notification)
Terms & Conditions

Payment Terms

100% Due upon Completion unless otherwise noted

Installation Schedule

7-14 Business days

General Exclusions

Some or all of these Exclusions may be applicable

- Alarm panel design based on communications type. Available types are phone line, network, and cellular. Additional equipment may be required. Inquire with Eagle Security Systems to determine scope of work and any additional costs. Customer responsible for providing properly terminated wiring to connect to alarm panel.
- Wireless device signals are subject to interference unforeseen at time of site survey. If wireless reception is found to be insufficient, additional equipment and labor charges may apply.
- Alarm system takeover subject to ability of Eagle Security Systems gaining programming access to alarm panel. If programming access cannot be obtained, additional equipment and labor charges may apply.
- Specialized lifts, ladders and/or scaffolding may be required for device installation. Contractor or Client to provide specialized lifts or Eagle Security Systems will provide upon request for an additional charge.
- 120v ac power required to be supplied at alarm panel location.
- Active analog telephone land line to be supplied at alarm panel location.
- System installation may result in minor drywall patching/repainting/refinishing to be performed by others.
- Unlimited access to be granted Mon-Fri 8am-5pm, holidays excluded.
- Any delays or impeded access during scheduled appointment times may result in additional charges.
- Asbestos abatement to be performed by others. Abatement must be certified by local governing authorities prior to Eagle work being performed.
**ORDERED FROM:**
Eagle Security Systems
Eagle Wells, Inc.
3200 Esplanade Suite A
Chico, CA 95923

**SHIP TO:**
Chico Senior High School
901 The Esplanade
Chico, CA 95926

**PURCHASE ORDER**
No: P17-01996
Date: 02/21/2017

**IMPORTANT INSTRUCTIONS TO VENDOR**
1. Itemized INVOICES in Duplicate.
2. Endless PACKING LIST with ALL shipments.
3. NO deviation in PRICE or QUANTITY in Kind permitted.
4. All deliveries F.O.B. Destination unless otherwise specified. If freight is to be charged, prepaid, and add to invoice.
5. THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR PRODUCTS ON THIS ORDER. PLEASE ENCLOSE WITH INVOICE.
6. Purchase order number must appear on packing slip.

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<th>ORDER LOCATION</th>
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<tbody>
<tr>
<td>010 - Chico Senior High School</td>
<td>Robin Carriere</td>
<td>R17-02927</td>
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<tr>
<td>1</td>
<td>EACH</td>
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<td>Cost to provide material and install security system in Ag Building</td>
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<td>$3,109.83</td>
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Order Sub-Total
Sales Tax
Shipping
Adjustment
Order Total

$3,109.83
225.46
0.00
0.00
$3,335.29

[Authorized Signature]

Page 1 of 1
Vendor
Contract Summary

For use to document services provided to Chico Unified School District by a vendor using a taxpayer ID.

PART 1: VENDOR INFORMATION

Company Name: Ray Morgan Company
Primary Contact: CN15137-01
Email Address: 
Street Address/POB: 3131 Esplanade
City, State, Zip Code: Chico, CA 95973
Phone: (530) 343-6005
Taxpayer Identification: 

PART 2: SCOPE OF WORK FOR SERVICES Services to be provided to CUSD.

1. Effective Dates (to occur within fiscal year): From _____________
2. Location of Services: Sheza Elementary School - Staff Room
3. CUSD Contact:
4. Account Code to be used:

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<th>Percent (%)</th>
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<th>Resource</th>
<th>Project/Year</th>
<th>Goal</th>
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<td>8024</td>
<td>0</td>
<td>1110</td>
<td>2760</td>
<td>6800</td>
<td>270</td>
<td>1270</td>
</tr>
<tr>
<td>0%</td>
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<td>3%</td>
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</tr>
</tbody>
</table>

5. Scope of Work (please provide an overview of the services to be performed):

Black Water System - Water for staff
$149.00 annual maintenance fee to include filter changes, cleaning, warranty, and preventative maintenance

6. Itemized Costs (for Type specify "lump sum", "hourly", "daily")

<table>
<thead>
<tr>
<th>Item/Description</th>
<th>Type</th>
<th>Quantity</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Black Water System/Pure Water Unit (60 monthly payments @$55.00)</td>
<td>Lump Sum</td>
<td>1.00</td>
<td>$3,300.00</td>
</tr>
<tr>
<td>b. Maintenance fee after one year</td>
<td>Lump Sum</td>
<td>1.00</td>
<td>$149.00</td>
</tr>
<tr>
<td>c. One time install fee</td>
<td>Lump Sum</td>
<td>1.00</td>
<td>$59.00</td>
</tr>
<tr>
<td>d.</td>
<td>(Select Type)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e.</td>
<td>(Select Type)</td>
<td></td>
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</tr>
</tbody>
</table>

I. GRAND TOTAL

$3,508.00

7. Special terms (may include termination clause, unique conditions, site provisions):

**Cancellation at will

PART 3: AUTHORIZATION AND ACCEPTANCE BY CHICO UNIFIED SCHOOL DISTRICT

Signature of CUSD Administrator ____________________________
Printed Name ____________________________
Date ____________________________

Board Ratification Date: ____________________________
**Equipment Rental Agreement**

**CUSTOMER INFORMATION**

<table>
<thead>
<tr>
<th>FULL LEGAL NAME</th>
<th>STREET ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shasta Elementary</td>
<td>169 Leora Ct.</td>
</tr>
<tr>
<td>CITY</td>
<td>STATE</td>
</tr>
<tr>
<td>Chico</td>
<td>CA</td>
</tr>
<tr>
<td>ZIP</td>
<td>PHONE</td>
</tr>
<tr>
<td>95923</td>
<td>530-891-3411</td>
</tr>
</tbody>
</table>

**EQUIPMENT DESCRIPTION**

<table>
<thead>
<tr>
<th>MAKE/MODEL/ACCESSORIES</th>
<th>SERIAL NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) PHSI 3i Water Unit</td>
<td></td>
</tr>
</tbody>
</table>

Annual maintenance fee of $149 to include: filter changes, cleaning, warranty, service, and preventative maintenance
One time Install fee $59

**TERM AND PAYMENT SCHEDULE**

<table>
<thead>
<tr>
<th>PAYMENTS</th>
<th>$ 55/ month</th>
</tr>
</thead>
<tbody>
<tr>
<td>60</td>
<td></td>
</tr>
</tbody>
</table>

The rent contract payment (Payment) period is monthly unless otherwise indicated. You applicable taxes

**OWNER ACCEPTANCE**

<table>
<thead>
<tr>
<th>Ray A. Morgan Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIGNATURE</td>
</tr>
<tr>
<td>TITLE</td>
</tr>
<tr>
<td>DATED</td>
</tr>
</tbody>
</table>

**CUSTOMER ACCEPTANCE**

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this agreement. The original and duplicate of this agreement are attached hereto.

<table>
<thead>
<tr>
<th>principal</th>
<th>1/27/17</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIGNATURE</td>
<td>Bruce Besnard</td>
</tr>
<tr>
<td>TITLE</td>
<td>DATED</td>
</tr>
</tbody>
</table>

**ACCEPTANCE OF DELIVERY**

You certify that all the equipment listed above has been furnished, and delivery and installation has been completed and is satisfactory. Upon signing below, your promise hereinafter will be irrevocable and unconditional in all respects. You understand that we have purchased the equipment from the supplier, and you may request the supplier for a full description of any warranty rights under the supplier contract, which we hereby assign to you for the term of this Agreement (or until you default). Your approval is indicated below of our purchase of the equipment from the supplier is a condition precedent to the effectiveness of this Agreement.

<table>
<thead>
<tr>
<th>Customer (as referenced above)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIGNATURE</td>
</tr>
<tr>
<td>TITLE</td>
</tr>
<tr>
<td>DATE OF DELIVERY</td>
</tr>
</tbody>
</table>

Rev. 03/18/2019
1. AGREEMENT: You agree to return to the premises at any time and upon demand by the Contractor. The premises must be returned in the same condition as when received by the Contractor, including the removal of all materials, supplies, and equipment. You agree to pay for the repair of any damage caused by your negligence or willful destruction. You agree to pay for any costs and expenses incurred by the Contractor in connection with the return of the premises.

2. RENT, TAXES AND FEES: You will pay the monthly Payment (as adjusted when due, plus any applicable fees, taxes and other charges) for the premises and all utilities and services, including the monthly operation fee for all applicable months. You agree to pay for all costs and expenses associated with the premises, including the costs of repairs, maintenance, utilities, and taxes. You agree to pay for all services and utilities provided by the Contractor, including the provision of electricity, water, and gas. You agree to pay for all insurance premiums and other expenses associated with the premises, including the cost of any insurance policies purchased by the Contractor. You agree to pay for all costs and expenses associated with the maintenance and repair of the premises, including the cost of any maintenance contracts purchased by the Contractor.

3. MAINTENANCE AND LOCATION OF EQUIPMENT: SECURITY INTEREST: At your expense, you agree to keep the Equipment in good repair, condition and working order. In compliance with applicable manufacturers' and regulatory standards, you agree to maintain all of the Equipment and related equipment in good working order. You agree to provide all necessary services and maintenance to the Equipment, including the periodic inspection and repair of the Equipment as required by the applicable manufacturers' and regulatory standards. You agree to pay for all costs and expenses associated with the maintenance and repair of the Equipment, including the cost of any maintenance contracts purchased by the Contractor. You agree to pay for all costs and expenses associated with the repair and replacement of the Equipment, including the cost of any repair or replacement services provided by the Contractor.

4. COLLATERAL PROTECTION: INSURANCE; HIDDEN LOSS; DAMAGE: You agree to keep the Equipment fully insured against theft, loss, or damage, with the Contractor holding the policy. You agree to pay for all costs and expenses associated with the insurance policy, including the cost of any insurance premiums and other expenses associated with the insurance policy. You agree to pay for all costs and expenses associated with the repair and replacement of the Equipment, including the cost of any repair or replacement services provided by the Contractor.

5. ASSIGNMENTS: You have no right to assign the Agreement, and you may not assign or delegate any of your rights or obligations hereunder. You agree to pay for all costs and expenses associated with the assignment of the Agreement, including the cost of any assignment fees or other expenses associated with the assignment.

6. DEFAULT AND REMEDIES: You will be in default if you (a) do not pay the monthly Payment when due, or if you fail to pay any other fees or charges when due, or if you fail to perform in accordance with the terms of this Agreement, (b) fail to make any payments when due, or (c) fail to comply with any of the terms of this Agreement. In the event of default, you agree to pay for the cost of rescinding the Agreement and any costs and expenses associated with the rescission of the Agreement.

7. INSPECTIONS AND REPORTS: We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. You agree to provide updated and current information in connection with the Equipment.

8. WRITTEN OR E-MAILED AGREEMENTS: You are not required to accept any proposed changes or modifications to this Agreement, and you may reject any proposed changes or modifications. Any changes or modifications to this Agreement will not be effective until you accept them in writing. You agree to pay for the cost of any rescission of this Agreement and any costs and expenses associated with the rescission of this Agreement.

9. WRITTEN ATTESTATION: You agree that you have reviewed all of the terms and conditions of this Agreement, and you agree to be bound by the terms and conditions of this Agreement. You agree to pay for the cost of any rescission of this Agreement and any costs and expenses associated with the rescission of this Agreement.
Proposed Effective Date: July 1, 2017

1 Census:
Rates were determined based on the census information provided for Butte Schools Self-Funded Programs.

2 Rates:
This is a 15 month quote effective 7/1/2017. The district will renew on 10/1/2018 and every October thereafter.

3 Participation:
SISC will approve an exception to districts/units with current bargaining agreement language that falls outside SISC eligibility and participation guidelines, if the applicable current contract language is submitted to SISC in advance. This exception would apply to current employees and new hires. SISC will allow districts/units to continue participation and eligibility according to their current contract language, but any new contract language pertaining to participation and eligibility must comply with SISC guidelines. The proposal is valid for the entire group being quoted. SISC reserves the right to re-evaluate the rates and/or the offer of coverage should participation fall below 80% of the entire group. Each district within Butte Schools Self-Funded Programs would individually join the SISC JPA.

4 Employee Definition:
Classified permanent or probationary employees who work a minimum of 20 hours per week; Certificated employees currently under contract and who work a minimum of 50% of a Certificated job (even though the hours worked may be less than 20 hours per week) are eligible to participate in one of the options offered by the district.

5 Dependent Definition:
Eligible dependents include a legally married spouse, domestic partner, or child to age 26 (guardianship to age 18). Proof of eligibility is required. SISC reserves the right to request documentation or proof of his or her eligibility (that is a marriage certificate, tax return, birth certificate, court decree, adoption papers or any other documentation that SISC deems relevant and appropriate).

6 Employer Contribution:
We assume the districts will maintain their current contribution strategies.

7 Broker Commission:
Rates are net of commission.

8 Benefit Communication:
The group plan benefits must be communicated without modification to the members. The district may not partially pay, reimburse or otherwise reduce the member's responsibility to the group plan.

9 Benefit Designs:
Rates are based upon the attached proposed benefit plans.

10 Additional Plan Offerings:
SISC's proposal assumes no additional competitor medical plan offerings.

11 Termination:
The SISC agreement states the district must remain in SISC for three years. SISC will not enforce this provision. Should the district wish to terminate from SISC, it may do so October 1st of any year with a notice to SISC by the preceding August 15th.

12 Subject to SISC III Executive Committee Approval
## JOINT EXERCISE OF POWERS AGREEMENT
FOR THE OPERATION OF
A COMMON RISK MANAGEMENT AND INSURANCE PROGRAM

## SISC III
SELF-INSURED SCHOOLS OF CALIFORNIA
MEDICAL, DENTAL AND VISION SYSTEM

<table>
<thead>
<tr>
<th>SECTION</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>SECTION 1</td>
<td>Purpose and Definition</td>
<td>2</td>
</tr>
<tr>
<td>SECTION 2</td>
<td>Creation of Agency</td>
<td>3</td>
</tr>
<tr>
<td>SECTION 3</td>
<td>Term</td>
<td>3</td>
</tr>
<tr>
<td>SECTION 4</td>
<td>Governing Board</td>
<td>3</td>
</tr>
<tr>
<td>SECTION 5</td>
<td>Bylaws</td>
<td>3</td>
</tr>
<tr>
<td>SECTION 6</td>
<td>Meetings of the Board</td>
<td>3</td>
</tr>
<tr>
<td>SECTION 7</td>
<td>Powers and Duties of Board</td>
<td>4</td>
</tr>
<tr>
<td>SECTION 8</td>
<td>Officers</td>
<td>5</td>
</tr>
<tr>
<td>SECTION 9</td>
<td>Administrative Agent</td>
<td>5</td>
</tr>
<tr>
<td>SECTION 10</td>
<td>Accounts and Records</td>
<td>5</td>
</tr>
<tr>
<td>SECTION 11</td>
<td>Fiscal Year</td>
<td>6</td>
</tr>
<tr>
<td>SECTION 12</td>
<td>Funds</td>
<td>6</td>
</tr>
<tr>
<td>SECTION 13</td>
<td>Liability of Board Members, Member Entities and Administrative Agent</td>
<td>6</td>
</tr>
<tr>
<td>SECTION 14</td>
<td>Termination and Withdrawal</td>
<td>7</td>
</tr>
<tr>
<td>SECTION 15</td>
<td>Notices</td>
<td>7</td>
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<td>SECTION 16</td>
<td>Severability</td>
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<td>SECTION 17</td>
<td>Miscellaneous</td>
<td>8</td>
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<tr>
<td>SECTION 18</td>
<td>Additional Parties</td>
<td>8</td>
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<tr>
<td>SECTION 19</td>
<td>Amendments</td>
<td>8</td>
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<tr>
<td>SECTION 20</td>
<td>Insurance Policies</td>
<td>8</td>
</tr>
<tr>
<td>SECTION 21</td>
<td>Member District's Right to Establish Separate Benefit Package</td>
<td>8</td>
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<tr>
<td>SECTION 22</td>
<td>Effect on Bargaining Agreements</td>
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</table>
JOINT EXERCISE OF POWERS AGREEMENT
FOR THE OPERATION OF
A COMMON RISK MANAGEMENT AND INSURANCE PROGRAM

SISC-III (SELF-INSURED SCHOOLS OF CALIFORNIA)
MEDICAL, DENTAL AND VISION SYSTEM

THIS AGREEMENT dated for convenience as of October 1, 1979, by and among various school districts recorded by name per addenda attached to and made a part of this Agreement.

WITNESS ETH:

WHEREAS, Sections 53200, et seq., of the California Government Code permit a school district to provide group medical, dental and vision coverage for district employees; and

WHEREAS, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the California Government Code permits two or more public agencies to jointly exercise any power common to the contracting parties; and

WHEREAS, any two or more school districts may enter into an agreement pursuant to Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the California Government Code to provide such coverage; and

WHEREAS, each of the parties hereto desires to join together with each of the other parties for the purpose of providing a medical, dental and vision plan for district employees including board members; and

WHEREAS, it appears economically practical for the parties hereto to do so; and

WHEREAS, it is the desire of the signatories hereto to study and possibly incorporate other forms of risk management into a self-funded program such as that described herein;
NOW THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements herein contained, the parties hereto agree as follows:

SECTION 1. PURPOSE AND DEFINITION. This Agreement is made pursuant to the provisions of Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the California Government Code between the public agencies, recorded per addenda to this Agreement. Each of such public agencies possesses the powers referred to in the above recitals. The purpose of this Agreement is to exercise such powers jointly by acquiring a single policy or policies of insurance (or service contracts) for medical, dental or vision benefits and providing for the establishment and maintenance of funds for the purpose of paying the costs of such a program. It is also the purpose of this Agreement to provide for the inclusion at a subsequent date of such additional school districts as may desire to become parties to the Agreement, and, to the extent permitted by law, to provide for the purchase at a subsequent date of such additional forms of insurance (or service contracts) as may appear practical to the parties.

Unless the context otherwise requires, the terms used herein shall have the following meanings:

Agency - shall mean the SISC III (Self-Insured Schools of California) Medical, Dental and Vision System created by this Agreement.

Board - shall mean the governing board of the Agency.

Service Company - shall mean the party engaged to assist the Board in management of the funds and insurance program, and may be, but need not be, the same party as the Claims Adjuster.

Claims Adjuster - shall mean the claims adjuster engaged by the Board for the purpose of determining losses and payments with respect to each plan of benefits provided by the Agency.

District - shall mean singularly one of the school districts or agencies which is a party to this Agreement, and plurally two or more of the school districts or agencies which are party to this Agreement.

Operating Fund - shall mean the fund established by the Agency for the purpose of paying insurance premiums and administrative and other costs.

Insurance Policy - shall mean a policy or policies of insurance purchased by the Agency covering risks of the districts. The term may also include service contracts.

REV 03/15/95
REV 07/17/96
Law - shall mean Chapter 5, Division 7, Title 1 of the California Government Code (commencing with Section 6500).

SECTION 2. CREATION OF AGENCY. Pursuant to Section 6500 of the Government Code, there is hereby created a public entity, separate and apart from the parties hereto, to be known as SISC-III (Self-Insured Schools of California) Medical, Dental and Vision Agency. The debts, liabilities and obligations of Agency do not constitute debts, liabilities or obligations of any party to this Agreement.

SECTION 3. TERM. This Agreement shall become effective as of October 1, 1979, and shall continue until terminated as hereinafter provided.

SECTION 4. GOVERNING BOARD. The Agency shall be under the direction and control and shall be governed by a governing board which shall hereafter be referred to as the "Board." No one serving on the Board shall receive any salary or compensation from the Agency. The Board shall consist of a minimum of thirteen (13) members elected as prescribed in the Bylaws.

SECTION 5. BYLAWS. The Board shall establish such Bylaws, rules and regulations, not inconsistent with applicable law or with the Agreement, as may be necessary for its operation, the conduct of business, and the operation of the Agency. Bylaws may be amended by the Board as necessary.

SECTION 6. MEETINGS OF THE BOARD.

1. Regular Meetings. The Board shall provide for its regular, adjourned regular and special meetings; provided, however, that it shall call at least one regular meeting in each month. The dates upon which and the hour and place at which any regular meeting shall be held shall be fixed by resolution, and a copy of such resolution shall be filed with each district. The place of the regular meetings shall be such public building or other place as may be designated by the Board.

2. Ralph M. Brown Act. The Board shall adopt rules for conducting its meetings and other business. All meetings of the Board, including without limitation regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).
3. **Minutes.** The Secretary/Treasurer of the Board shall cause minutes of regular, adjourned regular and special meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board.

4. **Quorum.** A majority of the members of the Board shall constitute a quorum for the transaction of business.

**SECTION 7. POWERS AND DUTIES OF BOARD.** The Board shall have the authority and the duty to exercise the powers of the Agency as set forth above. In addition, the Board is specifically empowered to:

(a) Designate an administrative agent or provide for the management and administration of the Agency including the power to employ and/or terminate a management firm for such purpose, or to employ staff for such purpose.

(b) Determine annual contribution rates and the method by which such contributions will be paid to the Fund created pursuant to this Agreement.

(c) Provide for additional assessment during the year, if necessary, to allow for increased cost due to changes in the law or excessive claims costs.

(d) Determine whether and by what method new or returning members shall be allowed into the program consistent with the terms of this Agreement.

(e) Appoint and dissolve working committees from its active membership or by contracting for such services, consistent with the terms of this Agreement.

(f) Insure that a complete and accurate system of accounting of the Fund is maintained at all times.

(g) Determine the manner in which health benefits claims shall be processed.

(h) Maintain or cause to be maintained accurate case records for all claims paid. Loss reports shall be forwarded to member districts on at least an annual basis.

(i) Enter into contracts consistent with the terms of this Agreement.

(j) Receive, accept, expend and disburse funds for purposes consistent with the terms of this Agreement.

(k) Make appropriate periodic reports to the membership on the status of the Agency and its program.

(l) Develop, or cause to be developed, and adopt an annual budget for the Agency.

(m) Perform any and all other functions necessary to accomplish the purposes of this Agreement.

(n) The Agency shall have the power to invest or cause to be invested in compliance with Sections 6509.5 and 6505.5 of the California Government Code, such reserves as are not necessary for the immediate operation of the Claims Fund in such securities as allowed by Section 53601 of the California Government Code.
(o) Issue bonds, notes, or other forms of indebtedness.

The level of cash to be retained in the Operating and Claims Fund shall be determined by the Governing Board.

SECTION 8. OFFICERS. The Board shall have as its Chairman the Kern County Superintendent of Schools or his designee unless another Chairman is elected by a majority vote of the total membership of the Board. The Board shall elect a Vice President, Secretary/Treasurer to serve as officers of the Governing Board for terms of two (2) years, or until their successors are elected. The Board shall fill vacancies for unexpired terms by election. In the event that the President, Vice President or Secretary/Treasurer so elected ceases to be a member, the resulting vacancy shall be filled at the next regular meeting of the Board held after such vacancy occurs. In the absence or inability of the President to act, the Vice President shall act as President. The President, or in his absence the Vice President, shall preside at and conduct all meetings of the Board pursuant to Government Code Section 6505.5. The officer performing the functions of auditor shall be the Kern County Superintendent of Schools in his capacity as administrative agent.

The Board shall have the power to appoint such other officers and employees as it may deem necessary, and may contract with such consultants or other professional persons or firms as may be necessary to carry out the purpose of this Agreement.

SECTION 9. ADMINISTRATIVE AGENT. The Board may designate an administrative agent ("Agent") for the Agency. The Agent shall be the Kern County Superintendent of Schools Office, and that a designation shall continue until terminated. Termination of the administrative agent agreement requires at least six months notice by the Board or the Administrative Agent. The Agent shall serve under the direction of the Board of Directors. To the extent authorized by law and in the manner provided by the Bylaws of the Board, the Agent shall act on behalf of the Board and its officers and shall conduct the day-to-day business of the Agency including the employment of personnel and the auditor functions described in Government Code 6505.5. The Board may request the opportunity to consult with the Agent in the selection of the Director of Insurance Services.

SECTION 10. ACCOUNTS AND RECORDS. The Board shall direct the Agent to establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any resolution of Agency. Books and records of Agency shall be open to inspection at all reasonable times by representatives of the member districts. The Agent, within 120 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to each of the member districts.
The Board shall contract with a Certified Public Accountant to make an annual audit of the accounts and records of Agency. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of an account and records is made by a Certified Public Accountant, a report thereof shall be filed as public record with each of the parties hereto, and also with the County auditor of the County of Kern. Such report shall be filed within six months of the end of the fiscal year under examination.

Any cost of the audit, including contracts with, or employment of, Certified Public Accountants, in making an audit pursuant to this section, shall be borne by Agency and shall be a charge against any unencumbered funds of Agency available for that purpose.

SECTION 11.  FISCAL YEAR. For the purpose of this Agreement, the term "fiscal year" shall mean the period from the first day of October of each year to and including the 30th day of September the following year.

SECTION 12.  FUNDS. Agency shall establish funds for the purpose of paying the cost of any self-insured portion of plan coverage. The self-insured funds shall be deposited with the Agent and invested and reinvested by the Agent. Warrants thereon shall be drawn by the Agent, but only upon resolution of the Board.

Agency shall also establish an operating fund to be deposited in the county treasury. The operating fund shall be for the purpose of paying insurance premiums, broker's fees, adjusting fees, consultant or legal fees, and such other items as are appropriate. Warrants thereon shall be drawn upon the direction of the Board. The Board may establish such funds as may be appropriate.

SECTION 13.  LIABILITY OF BOARD MEMBERS, MEMBER ENTITIES AND ADMINISTRATIVE AGENT.

(a) The tort liability of the Agency, all members of the Board and the Executive Committee, and all officers and employees of the Agency, shall be controlled by the provisions of Division 3.6 of Title 1 of the California Government Code. Within the Agency itself, however, each member shall be liable only for its pro rata share based on all premiums paid, of all debts and liabilities of the agency and its prorata share of all debts and liabilities for health benefits claims against members arising out of facts occurring while a member of the Agency. To achieve this purpose, each member hereby
agrees to indemnify and hold harmless the other members for any loss, cost or expense that may be imposed upon such member in excess of such pro rata liability. The rules for interpreting indemnity agreements as set forth in Section 2778 of the California Civil Code are hereby incorporated herein.

(b) Any and all debts, liabilities and obligations incurred by or imposed upon the Agency shall be the debts, liabilities, and obligations solely of the Agency and no debt, liability or obligation shall thereby be imposed on any party hereto or the collective parties hereto.

(c) The Agency shall insure itself and the parties hereto from loss, liability, and claims arising out of or in any way connected with this Agreement.

(d) All members agree that the sole liability of the Administrative Agent shall be for acts that office performs as provided in Section 9 of this Agreement.

SECTION 14. TERMINATION AND WITHDRAWAL. This Agreement may be terminated entirely upon the consent of all the parties hereto. Any party having completed three years may withdraw as a party to the Agreement on October 1 of any year, provided, however, that such withdrawing party gives written notice of intention to withdraw to the Board of Trustees of Agency not any later than August 15, next preceding the withdrawal date.

Upon complete termination of this Agreement by all parties, all assets or liabilities of Agency shall be divided among the parties to this Agreement in a ratio equal to the credibility of the parties to the Agency based on the experience of each party. The Board will have the authority to determine the formula to implement the disposition of assets or liabilities.

Upon withdrawal of any party pursuant to this Agreement, that party shall be entitled to its pro rata share of the total existing fund or funds as it exists at the end of the fiscal year. However, the Agency shall deduct therefrom a sufficient amount to offset any loss to the Agency occasioned by the withdrawal of the party, including any amount by which administrative costs and claims incurred on behalf of the withdrawing party's covered employees exceed the total of premiums and assessment paid by the withdrawing party during its membership in the Agency. If the amount deducted exceeds the pro rata share of existing funds, the withdrawing party shall pay to the Agency the difference not later than 90 days after the effective date of withdrawal.

In the event that a party agrees with one or more (but not all) of its employee units covered by insurance
provided through this Agency to discontinue that coverage, the Board may assess against the party a sum which shall not exceed the amount by which all claims and administrative costs incurred on behalf of the employees in the separate unit exceed (as of the effective date of discontinuance) all premiums paid to the Agency on their behalf. The Board shall have sole discretion to determine whether to assess such an amount, the amount to be assessed and the date by which the assessment shall be paid.

SECTION 15. NOTICES. Notices hereunder shall be sufficient if delivered to the last known business address of each of the member districts as recorded per addenda to this Agreement, or if any subsequent notice of change of address provided by such member. Notices to the Agency shall be delivered to the address of the chairman of the Board, which address shall be provided to all parties as changes are made.

SECTION 16. SEVERABILITY. Should any portion, term, condition or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, or provisions shall not be affected thereby.

SECTION 17. MISCELLANEOUS. The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement is made in the State of California under the Constitution and laws of such state and is to be so construed.

SECTION 18. ADDITIONAL PARTIES. Any other school district within the State of California may become a party to this Agreement upon approval of Agency and execution of an addendum between such district and Agency, the terms of which addendum shall incorporate all the terms of this Agreement. Such additional parties shall forthwith pay to Agency its current contribution as determined by the Board. Thereafter, such additional party shall be considered a party to this Agreement and all subsequent amendments to this Agreement to the same extent as all of the original parties.

SECTION 19. AMENDMENTS. This Agreement may be amended by written agreement signed by all parties to this Agreement; provided that if two-thirds (2/3) of the parties to this Agreement agree in writing to an amendment, the other parties must also agree to said amendment or they may be involuntarily terminated as parties to this Agreement as provided by the Bylaws.
SECTION 20. INSURANCE POLICIES. Agency shall purchase policies of insurance (or service contracts) with districts' employees or dependents as named insured and covering the losses of such insured that are included in the Agency to provide such coverage.

The insurance policy or policies covering medical, dental and vision costs shall provide such coverage as is afforded by the policy. Each policy or contract may provide for deductible and co-insurance amounts.

SECTION 21. MEMBER DISTRICT'S RIGHT TO ESTABLISH SEPARATE BENEFIT PACKAGE. Nothing in this Agreement shall be construed to in any manner preclude a member district from establishing a separate benefit package placed with the Agency.

SECTION 22. EFFECT ON BARGAINING AGREEMENTS. Nothing in this Agreement shall be construed to alter or modify provisions in member district collective bargaining agreements.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officers thereunto duly authorized as set forth hereinbelow.

Dated:

__________________________ SCHOOL DISTRICT

BY: _______________________

Accepted on behalf of SISC III

__________________________
ENDORSEMENT

This endorsement, effective 12:01 a.m., July 1, 2017, forms a part of the Joint Exercise of Powers Agreement between Self Insured Schools of California and School District.

It is hereby understood and agreed that SECTION 3. TERM is amended to read:

This agreement has an effective date of 12:01 a.m. on July 1, 1978 or other date applicable to any revision as to the districts and agencies that were member entities on that date, and an effective date of 12:01 a.m. on July 1, 2017 for the member named below.

Dated:

______________________________ School District

By: _____________________________

Accepted on Behalf of SISC III
AGENDA ITEM: Preauthorization- HVAC Replacement & Reroof at Pleasant Valley High School Varley Gym

Prepared by: Julia Kistle, Director Facilities & Construction

Consent Board Date March 1, 2017

Information Only

Discussion/Action

Background Information
On February 8th the Facilities Department issued a bid notice for this project. Sealed bids for the HVAC Replacement & Reroof Project at Pleasant Valley High School Varley Gym will be opened on February 28, 2017.

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

Fiscal Implications
This project will be paid out of a combination of One-Time Monies and Routine Restricted Maintenance funds.

Recommendation
Bids for this project will be opened Tuesday, February 28, 2017. The project is scheduled to be completed during the Spring/Summer of 2017. It is requested that the Board of Education grant preauthorization to the Superintendent or designee to award the project to the lowest responsive bidder not to exceed $1,181,500 as allocated by the Board of Education on 5/18/16 regarding the use of the One-Time Discretionary funds and the reallocation of Deferred Maintenance funds in order to fund this important project. Please note that due to design modifications regarding the structural requirements, we expect bids to come in substantially lower than originally estimated.
AGENDA ITEM: Citizen's Bond Oversite Committee, Measure E ~ Bylaws Update

Prepared by: Kevin Bultema, Assistant Superintendent

☑ Consent

Board Date March 1, 2017

☐ Information Only

☐ Discussion/Action

Background Information

On November 6, 2012 Chico Unified School District (CUSD) successfully passed Measure E, a $78 million dollar School Bond. With the passage of the Bond, the District established a Citizens’ Bond Oversight Committee (CBOC) and adopted Committee Bylaws. The Measure E CBOC has been effectively engaged in oversight work of Measure E bond expenditures including issuance of annual reports.

Administration is recommending changes to the Measure E CBOC Bylaws to update and align the Bylaws with more current legal references and Measure K CBOC proposed Bylaws.

Educational Implications

The proper accounting, reporting and use of the District's financial resources supports high quality and broad based educational programs for the students of the Chico Unified School District.

Fiscal Implications

No impact to the General Fund.

Recommendation

Administration recommends the Board approve the CBOC Measure E Bylaws to align with the Measure K Bylaws.
CHICO UNIFIED SCHOOL DISTRICT
MEASURE E

CITIZENS’ BOND OVERSIGHT COMMITTEE
BYLAWS

January 2017
Section 1. COMMITTEE ESTABLISHED

1.1. The Chico Unified School District ("District") was successful at elections conducted on November 8, 2016, in obtaining authorization from the District’s voters to issue up to $152 million of the District’s general obligation bonds, ("Measure E"). The elections were conducted pursuant to Article XIII A, Section 1, subdivision (b)(3) of the California Constitution, which allows a 55% majority to pass the bond ("Proposition 39"). Pursuant to Section 15278 of the Education Code, the District is now obligated to establish an "independent citizens’ oversight committee" in order to satisfy the accountability requirements of Proposition 39.

1.2. The District’s Board of Education ("Board") hereby establishes the Measure E Citizens’ Bond Oversight Committee which shall have the duties and rights set forth in these Bylaws.

Section 2. NAME AND LOCATION

2.1. The name of the committee shall be the Measure E Citizens’ Bond Oversight Committee ("Committee"). The Committee was established by Resolution No. 1182-12 of the Board, pursuant to the passage of Measure E on November 8, 2016, by the electorate of the District.

2.2. The office of the Committee shall be located at 1163 East 7th Street, Chico, California 95928.

Section 3. PURPOSE

3.1. Pursuant to Education Code section 15278, the purpose of the Committee is to inform the public and the Board regarding the expenditure of Measure E bond proceeds. The Committee shall actively review and report on the proper expenditure of taxpayers’ money for school construction, and advise the public as to whether the District is in compliance with the requirements of paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.

3.2. The Committee shall convene to provide oversight for, but not limited to, the following:

3.2.1. Ensuring that Measure E bond proceeds are expended only for the purposes described in paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.

3.2.2. Ensuring that Measure E bond proceeds are not used for any teacher or administrative salaries or other school operating expenses.

Section 4. COMMITTEE ACTIVITIES

4.1. The Committee shall engage in any of the following activities in furtherance of its purpose:
4.1.1. Actively review and report on the proper expenditure of taxpayers’ money for school construction.

4.1.2. Advise the public as to whether the District is in compliance with the requirements of Article XIII A of the California Constitution.

4.1.3. Conduct all business in accordance with the provisions of the Ralph M. Brown Public Meeting Act, California Government Code sections 54950 et seq. (“Brown Act”), which shall include the posting of agendas and minutes of the Committee meetings on the District’s website.

4.1.4. Provide for communication with and from the community on all issues related to Measure E.

4.1.4.1. **Annual Report.** The Committee shall issue an annual report of its activities to the Board. Each annual report shall concern the events of the preceding calendar year and shall be distributed within sixty (60) days of the end of the relevant calendar year.

4.1.4.2. In addition, the Committee may prepare, approve, and distribute other progress reports of its activities, findings, and recommendations to the Superintendent, the Board, and the public. If in conducting its duties and activities, the Committee finds it necessary to report to the Board on any item it deems to be of immediate concern, the Committee may request that the Board call a special Board meeting as soon as possible in accordance with the provisions of the Brown Act.

4.1.4.3. Committee reports shall be posted on the District’s website.

4.1.5. All documents received and reports issued by the Committee shall be made available for public viewing on the District’s website.

4.2. In furtherance of its purpose, and pursuant to Education Code section 15278, the Committee may engage in the following activities:

4.2.1. Receive and review copies of the annual, independent financial/performance audits.

4.2.2. With District staff’s coordination and escort, inspect school facilities and grounds to ensure that Measure E bond proceeds are expended in compliance with paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.

4.2.3. Receive and review copies of any deferred maintenance proposals or plans developed by the District including any reports required by Education Code section 17584.1.
4.2.4. Review efforts by the District to maximize Measure E bond proceeds by implementing cost-saving measures, including, but not limited to, all of the following:

4.2.4.1. Mechanisms designed to reduce the costs of professional fees.
4.2.4.2. Mechanisms designed to reduce the costs of site preparation.
4.2.4.3. Mechanisms designed to reduce costs by incorporating efficiencies in school site design.
4.2.4.4. Recommendations regarding the joint use of core facilities.
4.2.4.5. Recommendations regarding the use of cost-effective and efficient reusable facility plans.

4.3. The Committee may review any documents and proposals related to the expenditure of Measure E bond proceeds and make recommendations in accordance with its purpose and activities, as stated in these Bylaws, Measure E and Proposition 39.

Section 5. DISTRICT DUTIES AND SUPPORT

5.1. The Board shall have the following duties reserved to it, and the Committee shall have no jurisdiction over the following types of activities:

5.1.1. Approval of construction contracts.
5.1.2. Approval of construction change orders.
5.1.3. Appropriation of construction funds.
5.1.4. Handling of legal matters.
5.1.5. Approval of construction plans and schedules.
5.1.6. Approval of Deferred Maintenance Plan.
5.1.7. Approval of the sale of bonds.

5.2. The District shall provide necessary administrative and technical support to the Committee as shall be consistent with the Committee's purpose, including but not limited to:

5.2.1. Preparation of and posting of public notices as required by the Brown Act, ensuring that all notices to the public are provided in the same manner as notices regarding meetings of the Board.
5.2.2. Provision of a meeting room, including any necessary audio/visual equipment.
5.2.3. Preparation and copies of any document or meeting materials.
5.2.4. Retention of all Committee records.

Section 6. COMMITTEE RULES AND PROCEDURES
6.1. **Calling Meetings.** Committee meetings shall be scheduled on a regular basis by majority vote of the Committee. In addition, special meetings may be called by the Chair or Vice Chair, or by any group of Committee members whose number represents a quorum, and if approved by the Board. All Committee meetings shall be arranged through the District-provided administrative services and be noticed in accordance with the Brown Act. Meetings may be adjourned when a quorum is not present.

6.2. **Agendas.**

6.2.1. Agendas for Committee meetings shall be prepared by the Chair. All documents applicable to agenda items shall be distributed in advance of meetings.

6.2.2. Any member of the Committee may request, and the Chair shall then place an item on a future agenda if the item is within the purview of the Committee.

6.2.3. Agendas may include a consent calendar for routine, non-controversial items. These items must be clearly identified on published agendas. Any member of the Committee or public may request at the meeting that an item be pulled for discussion.

6.3. **Quorum.** Actions may be undertaken at a meeting only if a quorum of seated members is present. A quorum is established when any whole number of Committee members greater than half the seated members is present. "Seated members" means the number of members set by the Board, less any who have resigned or been removed.

6.4. **Committee Voting.** Unless otherwise specified in these Bylaws, an action item properly placed on the agenda may be approved by a simple majority of Committee members in attendance, a quorum being present. Members may not vote by absentee or proxy.

6.5. **Rules of Procedure.** Meetings shall be conducted with courtesy and decorum.

6.6. **California’s Open Meeting Law.** All meetings of the Committee shall be open to the public and shall be noticed and conducted in strict compliance with the Brown Act.

6.7. **Public Participation.** Any member of the public present at a meeting may address the Committee. The Chair may, at her/his discretion, choose in advance to place an equal time limit on all speakers.

6.7.1. If a member of the audience has addressed the Committee on matters which are not on the posted agenda for that meeting, members shall refrain from discussing such matters. If the non-agenda matter raised by a member of the public concerns an issue that is within the subject matter jurisdiction of the Committee, any member may request that the Committee vote to place that matter on a future agenda.
6.7.2. Persons addressing the Committee shall address the Committee as a whole and shall not direct comments to individual members of the Committee or to members of the audience.

6.7.3. In the event of disorderly conduct by members of the public, the Committee may order the meeting room cleared pursuant to Government Code section 54957.9.

6.8. Minutes. Minutes of Committee proceedings and all documents received and reports issued shall be a matter of public record and the District shall make them available on the District's website. The District shall provide administrative services to assist the Committee Secretary in preparation, distribution, and posting of minutes for all Committee meetings. Minutes published before adoption by the Committee shall always be labeled "Unadopted Draft Minutes."

6.9. Attendance. Regular attendance at Committee and applicable subcommittee meetings is a fundamental obligation of every member of the Committee. Absences are disruptive to Committee activity and representation. Failure to attend two (2) consecutive meetings without acceptable reason announced in advance shall constitute due cause for member removal.

6.9.1. Members anticipating an absence must call or email the Committee Chair or Secretary no later than 24 hours before the scheduled meeting.

6.9.2. Committee attendance reports will be distributed annually and upon request by the Chair.

6.10. Committee Reports. The Committee shall prepare regular reports on its activities.

6.10.1. An annual report shall be issued to the Board at least once each year and shall include the following:

6.10.1.1. A statement indicating whether the District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution; and

6.10.1.2. A summary of the Committee's proceeds and activities for the preceding year.

6.10.2. The Committee shall actively review and report on the expenditure of taxpayers' money for school construction in accordance with voter approved projects. All such reports, written and/or oral, that represent the Committee's position must proceed from Committee review, be duly approved as to substance by an affirmative vote of a majority of the members present at a Committee meeting, the matter having been placed on the agenda and a quorum being present, and be faithfully articulated to the public only by the Committee Chair or an approved designee.
6.10.3. Reports of minority viewpoints will be allowed. All such reports, written and/or oral, that represent the minority's position must be reviewed, be duly approved as to substance without prejudice by a vote of the Committee, and be faithfully articulated to the public only by a designated minority spokesperson.

6.10.4. To avoid the need for minority reports, and to maximize working relationships and public confidence in the Committee, all due diligence should be pursued to resolve divisive issues during the review process, thereby attaining fullest possible Committee support for the content of public reports.

6.10.5. Any member of the Committee may speak as an individual on Measure E issues, but must clearly state for the record that such statements are their own personal views which do not necessarily represent those of the Committee or the District.

6.10.6. Upon completion of all bond projects, the Committee Secretary shall prepare or cause to be prepared a final written report summarizing its activities and conclusions.

Section 7. SUBCOMMITTEES

7.1. The Committee may, with a majority vote, form or disband subcommittees (standing or ad hoc) to perform specific parts of its purpose and duties, such as site inspections or issuing specific reports. The Chair shall appoint all subcommittee members. Subcommittees shall elect their own chairs and vice-chairs. Subcommittee meetings may proceed only when a quorum is present, a quorum being defined as half-plus-one of the full number of subcommittee members. Subcommittee chairs shall be responsible for calling its meetings, preparing its agendas, notifying its members, and delivering timely reports of subcommittee actions to the Committee. Subcommittee meetings shall be conducted in accordance with the adopted Committee Rules and Procedures pursuant to these Bylaws.

7.2. A standing subcommittee undertakes ongoing duties in preparation for deliberation by the Committee. All standing subcommittees must fully comply with the Brown Act, irrespective of their number of members. Membership can include any number up to the full membership of the Committee.

7.3. An ad hoc subcommittee is temporary in nature. They may be formed to undertake specific, one-time duties in preparation for deliberation by the Committee. An ad hoc subcommittee shall be automatically disbanded upon acceptance of its final report to the Committee. Membership on ad hoc subcommittees will be limited to less than a quorum of the Committee and need not comply with Brown Act noticing.

Section 8. AMENDMENTS
8.1. These Bylaws shall become effective upon approval of the Board and ratification by the Committee.

8.2. These Bylaws may be amended by an affirmative vote of not less than two-thirds of the members present at a Committee meeting at which said amendment has been agendized and a quorum is present. Any amendment of these Bylaws shall only become effective if and when it is approved by the Board.

Section 9. COMMITTEE SELECTION AND COMPOSITION

9.1. The Board shall have sole discretion to select, appoint and remove Committee members and to determine its final size. The Committee shall consist of a minimum of seven (7) members and no more than fifteen (15) members, appointed by the Board after an open and public recruitment process. Employees, officials, vendors, contractors, or consultants of the District are not eligible for voting or active membership on the Committee.

9.2. Per Education Code sections 15278 – 15282, the Committee shall include, at least:

9.2.1. One member who is active in a business organization representing the business community located within the District.

9.2.2. One member who is active in a senior citizens’ organization.

9.2.3. One member shall be active in a bona fide taxpayers’ organization.

9.2.4. One member who is a parent or guardian of a child enrolled in the District.

9.2.5. One member who is a parent or guardian of a child enrolled in the District and active in a parent-teacher organization or school site council.

9.3. A member originally appointed to serve a term in one of these categories, during the course of the term, no longer qualifies for that category, must so notify the Board and the Committee immediately. That member must resign from the Committee if that resignation is necessary to fill that category with another person. The member can remain a member of the Committee only if doing so does not increase the Committee membership past the maximum size.

9.4. In the case of a vacancy, removal, or resignation of a Committee member the Board shall diligently seek to fill the above-referenced categories.

9.5. Committee members may not hold any incompatible office or position during their term of membership, pursuant to Government Code sections 1125 et seq. Committee members shall abide by the conflict of interest prohibitions contained in Article 4 of Division 4, of Title I (commencing with Section 1090) of the Government Code. Any member shall disclose immediately any possible or potential conflict of interest to the Committee. A Committee member’s failure to disclose any possible or potential conflict of interest when known may result in the member’s removal from the Committee.
Section 10. TERMS OF OFFICE

10.1. Pursuant to Education Code section 15282, Committee members shall serve for a term of two (2) years (or one (1) year as indicated below), and for no more than three (3) consecutive terms. Should a member resign her/his position before her/his term matures, the Board will appoint a new member to complete the term.

10.2. At the Committee’s first meeting, members will draw lots to select which members shall be in “Group 1” or “Group 2” below, with a majority of the members (no more than half of the members plus one) being in Group 1. This will ensure a “staggering” of the Committee membership to maintain both institutional knowledge and continued new member involvement.

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10.3. The Committee members shall not be compensated for their services.

Section 11. REMOVAL FROM OFFICE

11.1. The Board may remove any Committee member, for cause, including failure to attend two (2) consecutive Committee meetings without reasonable excuse, or for failure to comply with the prohibition against conflict of interest as set forth in these Bylaws. Upon a member’s removal, her/his seat shall be declared vacant. The Board, in accordance with the established replacement process set forth in these Bylaws, shall fill any vacancies on the Committee.

11.2. Any Committee member may request that the removal of another Committee member be placed on the agenda for the Committee’s next meeting and may, at that meeting, introduce a motion to remove said member from the Committee for cause (as defined above). Specific cause must be cited in the meeting agenda and motion for removal. A motion to remove a member shall be approved by an affirmative vote of not less than two-thirds of the members present at a Committee meeting, the matter having been placed on the agenda and a quorum being present.

11.2.1. The motion and its result shall be communicated in writing to the member under consideration and to the Board President within one (1) week after the meeting that the motion was approved.

11.2.2. If that removal action is approved by the Committee, District staff shall place approval of that member on the Board’s next available Board meeting agenda. Removal shall be effective immediately upon the Board’s approval of the Committee’s action.
11.2.3. If the Committee's motion fails, the member under consideration cannot be removed by another vote of the Committee based on the specific bases for cause used for that initial vote.

Section 12. REPLACEMENT OF COMMITTEE MEMBER / VACANCIES

12.1. Vacancies on the Committee shall exist on the death, resignation, or removal of any member. Any member may resign effective upon giving written notice to the Chair of the Committee, or the Vice-Chair of the Committee, unless the notice specifies a later time for the effectiveness of such resignation.

12.1.1. Vacancies on the Committee may only be filled by the Board through an application and interview process.

12.1.2. If a Committee position becomes vacant, the Committee Chair shall request that the Board appoint a replacement.

12.2. A replacement Committee member may be appointed by the Board if one or more of the following events occurs:

12.2.1. A Committee member submits a written resignation to the Board, with a copy to the Committee Chair;

12.2.2. The Committee approves a motion to remove a member for cause and that action is thereafter approved by the Board, as further indicated in these Bylaws.

Section 13. COMMITTEE OFFICERS

13.1. Officers of the Committee shall be a Chair, a Vice-Chair, and a Secretary. The Committee may choose to establish other elected positions by amending these Bylaws.

13.2. The Superintendent shall appoint the initial Chair. Thereafter, the Committee shall elect a Chair, a Vice-Chair and a Secretary. The Vice-Chair who shall act as Chair only when the Chair is absent. These positions shall continue for one (1) year terms. No person shall serve in a position for more than three (3) consecutive terms.

13.3. The Committee Chair, Vice-Chair, and Secretary shall have the following duties:

13.3.1. Committee Chair Duties

13.3.1.1. The Chair shall call Committee meetings.

13.3.1.2. The Chair shall establish the agenda for each Committee meeting.

13.3.1.3. The Chair shall preside over each Committee meeting, and follow the Rules of Procedure.
13.3.1.4. The Chair shall, upon willing concurrence of candidates, appoint the members of each Subcommittee that the Committee chooses to form.

13.3.1.5. The Chair shall attend, or appoint another Committee member to attend, meetings of the Board at which Measure E planning, revenue, expenditure, reporting, and related budgetary issues are placed on the agenda.

13.3.1.6. The Chair, or her/his Committee-approved designee shall serve as spokesperson for the Committee in all representations of the Committee to the public, the Board, and the media.

13.3.1.7. The Chair is an ex-officio member of all subcommittees.

13.4. Committee Vice-Chair

13.4.1. The Vice-Chair shall perform each of the duties of the Chair as necessary in the absence of the Chair.

13.5. Committee Secretary

13.5.1. Subject to review by the Chair before publishing, the Secretary shall provide oversight in the preparation, recording, and distribution by District-provided administrative services of the following documents in accordance with the Brown Act:

13.5.1.1. Committee meeting agendas;
13.5.1.2. All reports, materials, and meeting packets as required by or addressed to the Committee;
13.5.1.3. The minutes of Committee meetings;
13.5.1.4. All written material submitted by the public during Committee meetings;
13.5.1.5. All official correspondence addressed to the Committee;
13.5.1.6. Reports adopted by the Committee;
13.5.1.7. Committee attendance records.

13.5.2. The Secretary shall take and record roll at the beginning of each Committee meeting to determine the existence of a quorum. If a quorum ceases to exist during a meeting, the Secretary shall immediately inform the Chair.

13.6. The Vice-Chair will accede to Chair when a vacancy occurs in that office. In the event of a vacancy in the office of Vice-Chair or Secretary, the position will be filled by election, placed on the agenda at the next Committee meeting.

Section 14. TERMINATION
14.1. The Committee shall automatically terminate and disband at the earlier of the date:

14.1.1. All bond proceeds have been expended; or

14.1.2. All projects funded by Measure E bond proceeds are complete.

14.2. At the time of the termination of the Committee, the Committee shall prepare a final report of findings and recommendations to be presented and received by the Board at a regularly scheduled Board meeting within sixty (60) days of termination.
AGENDA ITEM: Citizen's Bond Oversight Committee, Measure K ~ Resolution 1367-17 and Bylaws

Prepared by: Kevin Bultema, Assistant Superintendent

X Consent Board Date March 1, 2017

☐ Information Only

☐ Discussion/Action

Background Information
Chico Unified School District (CUSD) was successful at elections conducted on November 8, 2016, in obtaining authorization from the District's voters to issue up to $152 million of the in general obligation bonds ("Measure K"). The elections were conducted pursuant to Article XIII A, Section 1, subdivision (b)(3) of the California Constitution, which allows a 55% majority to pass the bond ("Proposition 39"). Pursuant to Section 15278 of the Education Code, the District is now obligated to establish an "independent citizens' oversight committee" in order to satisfy the accountability requirements of Proposition 39. The attached resolution establishes the Measure K Citizen's Bond Oversight Committee (CBOC) and includes exhibits noting the members and by-laws of the Measure K CBOC.

Educational Implications
The proper accounting, reporting and use of the District's financial resources supports high quality and broad based educational programs for the students of the Chico Unified School District.

Fiscal Implications
No impact to the General Fund.

Recommendation
Administration recommends the Board approve Resolution 1367-17 establishing the Measure K CBOC including members and bylaws.
Resolution No. 1367-17
Establishing Measure K Citizens’ Bond Oversight Committee and
Adopting Bylaws for the Measure K Citizens’ Bond Oversight Committee

WHEREAS, the Chico Unified School District ("District"), through this Governing Board of the District, submitted to the voters of the District pursuant to Article XIII-A, Section 1(b) of the California Constitution and California Education Code section 15264, a general obligation bond proposal in the amount of up to one hundred fifty-two million dollars ($152,000,000) for the election held on November 8, 2016; and

WHEREAS, an election was conducted pursuant to Article XIII-A, Section 1(b)(3) of the California Constitution, which allows a fifty-five percent (55%) majority to pass the bond ("Proposition 39"); and

WHEREAS, the District was successful at the elections conducted on November 8, 2016, in obtaining authorization from the District's voters to issue and sell bonds of up to one hundred fifty-two million dollars ($152,000,000) (referred to as "Measure K"); and

WHEREAS, more than fifty-five percent (55%) of the votes cast in connection with Measure K were in favor of issuing the aforementioned bonds; and

WHEREAS, Section 15278 of the Education Code of the State of California provides that if a bond measure such as Measure K is approved by the voters, then the governing board of a school district shall establish and appoint members to an Independent Citizens’ Bond Oversight Committee (the “Measure K CBOC”); and

WHEREAS, this Governing Board of the District hereby wishes to establish the Measure K CBOC in connection with issuance of bonds under Measure K and to appoint members; and

WHEREAS, this Governing Board of the District currently has a citizens’ bond oversight committee for its November 6, 2012, $78,000,000 Measure E Bond ("Measure E CBOC"); and

WHEREAS, there being no provisions within Proposition 39 or applicable laws that would prohibit a member of the Measure E CBOC from also serving a member of the Measure K CBOC for Measure K; and

WHEREAS, some or all of the individuals who are members of the Measure E CBOC wish to also be members of the Measure K CBOC and the Governing Board of the District is willing for those individuals to be members of both the Measure E CBOC and the Measure K CBOC; and

WHEREAS, this Governing Board of the District wishes to adopt bylaws for the Measure K CBOC.

NOW, THEREFORE, BE IT RESOLVED, for good and sufficient cause based on the entire record of proceedings, the Chico Unified School District Board of Trustees ("Board") hereby resolves, determines, and finds the following:

Section 1. That the foregoing recitals are true.

Section 2. The Measure K CBOC is hereby established as required by Education Code section 15278.

Section 3. The persons identified in the attached Exhibit A are hereby appointed as the initial members of the Measure K CBOC, which includes members of the Measure E CBOC.
Section 4. The Board approves the Bylaws for the Measure K CBOC attached hereto as Exhibit B, and incorporated herein by this reference.

Section 5. The Measure K CBOC shall operate pursuant to the Board-approved Bylaws attached hereto as Exhibit B.

Section 6. Officers of the Board and members of the Measure K CBOC established hereunder are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents that they may deem necessary or advisable in order to give effect to and comply with the terms and intent of this Resolution.

Section 7. All actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

PASSED AND ADOPTED by the Governing Board of the Chico Unified School District on March 1, 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

__________________________
President, Board of Education
Chico Unified School District

__________________________
Clerk, Board of Education
Chico Unified School District
Exhibit A
Members of the Measure K CBOC

<table>
<thead>
<tr>
<th>Name</th>
<th>(Also Member of Measure E CBOC)</th>
</tr>
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<tbody>
<tr>
<td>Adams, Tami</td>
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<td>Bettencourt, Tracy</td>
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<td>Salado, Randy</td>
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<td>Simmons, Katie</td>
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<td>Sturgis, Todd</td>
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Section 1. COMMITTEE ESTABLISHED

1.1. The Chico Unified School District ("District") was successful at elections conducted on November 8, 2016, in obtaining authorization from the District's voters to issue up to $152 million of the District's general obligation bonds, ("Measure K"). The elections were conducted pursuant to Article XIII A, Section 1, subdivision (b)(3) of the California Constitution, which allows a 55% majority to pass the bond ("Proposition 39"). Pursuant to Section 15278 of the Education Code, the District is now obligated to establish an "independent citizens' oversight committee" in order to satisfy the accountability requirements of Proposition 39.

1.2. The District's Board of Education ("Board") hereby establishes the Measure K Citizens' Bond Oversight Committee which shall have the duties and rights set forth in these Bylaws.

Section 2. NAME AND LOCATION

2.1. The name of the committee shall be the Measure K Citizens' Bond Oversight Committee ("Committee"). The Committee was established by Resolution No. 1367-17 of the Board, pursuant to the passage of Measure K on November 8, 2016, by the electorate of the District.

2.2. The office of the Committee shall be located at 1163 East 7th Street, Chico, California 95928.

Section 3. PURPOSE

3.1. Pursuant to Education Code section 15278, the purpose of the Committee is to inform the public and the Board regarding the expenditure of Measure K bond proceeds. The Committee shall actively review and report on the proper expenditure of taxpayers' money for school construction, and advise the public as to whether the District is in compliance with the requirements of paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.

3.2. The Committee shall convene to provide oversight for, but not limited to, the following:

3.2.1. Ensuring that Measure K bond proceeds are expended only for the purposes described in paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.

3.2.2. Ensuring that Measure K bond proceeds are not used for any teacher or administrative salaries or other school operating expenses.

Section 4. COMMITTEE ACTIVITIES

4.1. The Committee shall engage in any of the following activities in furtherance of its purpose:

4.1.1. Actively review and report on the proper expenditure of taxpayers' money for school construction.

4.1.2. Advise the public as to whether the District is in compliance with the requirements of Article XIII A of the California Constitution.

4.1.3. Conduct all business in accordance with the provisions of the Ralph M. Brown Public Meeting Act, California Government Code sections 54950 et seq. ("Brown Act"), which
shall include the posting of agendas and minutes of the Committee meetings on the District’s website.

4.1.4. Provide for communication with and from the community on all issues related to Measure K.

4.1.4.1. **Annual Report.** The Committee shall issue an annual report of its activities to the Board. Each annual report shall concern the events of the preceding calendar year and shall be distributed within sixty (60) days of the end of the relevant calendar year.

4.1.4.2. In addition, the Committee may prepare, approve, and distribute other progress reports of its activities, findings, and recommendations to the Superintendent, the Board, and the public. If in conducting its duties and activities, the Committee finds it necessary to report to the Board on any item, it deems to be of immediate concern, the Committee may request that the Board call a special Board meeting as soon as possible in accordance with the provisions of the Brown Act.

4.1.4.3. Committee reports shall be posted on the District’s website.

4.1.5. All documents received and reports issued by the Committee shall be made available for public viewing on the District’s website.

4.2. In furtherance of its purpose, and pursuant to Education Code section 15278, the Committee may engage in the following activities:

4.2.1. Receive and review copies of the annual, independent financial/performance audits.

4.2.2. With District staff’s coordination and escort, inspect school facilities and grounds to ensure that Measure K bond proceeds are expended in compliance with paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.

4.2.3. Receive and review copies of any deferred maintenance proposals or plans developed by the District including any reports required by Education Code section 17584.1.

4.2.4. Review efforts by the District to maximize Measure K bond proceeds by implementing cost-saving measures, including, but not limited to, all of the following:

4.2.4.1. Mechanisms designed to reduce the costs of professional fees.

4.2.4.2. Mechanisms designed to reduce the costs of site preparation.

4.2.4.3. Mechanisms designed to reduce costs by incorporating efficiencies in school site design.

4.2.4.4. Recommendations regarding the joint use of core facilities.

4.2.4.5. Recommendations regarding the use of cost-effective and efficient reusable facility plans.

4.3. The Committee may review any documents and proposals related to the expenditure of Measure K bond proceeds and make recommendations in accordance with its purpose and activities, as stated in these Bylaws, Measure K and Proposition 39.

Section 5. **DISTRICT DUTIES AND SUPPORT**
5.1. The Board shall have the following duties reserved to it, and the Committee shall have no jurisdiction over the following types of activities:

5.1.1. Approval of construction contracts.
5.1.2. Approval of construction change orders.
5.1.3. Appropriation of construction funds.
5.1.4. Handling of legal matters.
5.1.5. Approval of construction plans and schedules.
5.1.6. Approval of Deferred Maintenance Plan.
5.1.7. Approval of the sale of bonds.

5.2. The District shall provide necessary administrative and technical support to the Committee as shall be consistent with the Committee’s purpose, including but not limited to:

5.2.1. Preparation of and posting of public notices as required by the Brown Act, ensuring that all notices to the public are provided in the same manner as notices regarding meetings of the Board.

5.2.2. Provision of a meeting room, including any necessary audio/visual equipment.
5.2.3. Preparation and copies of any document or meeting materials.
5.2.4. Retention of all Committee records.

Section 6. COMMITTEE RULES AND PROCEDURES

6.1. Calling Meetings. Committee meetings shall be scheduled on a regular basis by majority vote of the Committee. In addition, special meetings may be called by the Chair or Vice Chair, or by any group of Committee members whose number represents a quorum, and if approved by the Board. All Committee meetings shall be arranged through the District-provided administrative services and be noticed in accordance with the Brown Act. Meetings may be adjourned when a quorum is not present.

6.2. Agendas.

6.2.1. Agendas for Committee meetings shall be prepared by the Chair. All documents applicable to agenda items shall be distributed in advance of meetings.

6.2.2. Any member of the Committee may request, and the Chair shall then place an item on a future agenda if the item is within the purview of the Committee.

6.2.3. Agendas may include a consent calendar for routine, non-controversial items. These items must be clearly identified on published agendas. Any member of the Committee or public may request at the meeting that an item be pulled for discussion.

6.3. Quorum. Actions may be undertaken at a meeting only if a quorum of seated members is present. A quorum is established when any whole number of Committee members greater than half the seated members is present. "Seated members" means the number of members set by the Board, less any who have resigned or been removed.
6.4. **Committee Voting.** Unless otherwise specified in these Bylaws, an action item properly placed on the agenda may be approved by a simple majority of Committee members in attendance, a quorum being present. Members may not vote by absentee or proxy.

6.5. **Rules of Procedure.** Meetings shall be conducted with courtesy and decorum.

6.6. **California’s Open Meeting Law.** All meetings of the Committee shall be open to the public and shall be noticed and conducted in strict compliance with the Brown Act.

6.7. **Public Participation.** Any member of the public present at a meeting may address the Committee. The Chair may, at her/his discretion, choose in advance to place an equal time limit on all speakers.

   6.7.1. If a member of the audience has addressed the Committee on matters which are not on the posted agenda for that meeting, members shall refrain from discussing such matters. If the non-agenda matter raised by a member of the public concerns an issue that is within the subject matter jurisdiction of the Committee, any member may request that the Committee vote to place that matter on a future agenda.

   6.7.2. Persons addressing the Committee shall address the Committee as a whole and shall not direct comments to individual members of the Committee or to members of the audience.

   6.7.3. In the event of disorderly conduct by members of the public, the Committee may order the meeting room cleared pursuant to Government Code section 54957.9.

6.8. **Minutes.** Minutes of Committee proceedings and all documents received and reports issued shall be a matter of public record and the District shall make them available on the District’s website. The District shall provide administrative services to assist the Committee Secretary in preparation, distribution, and posting of minutes for all Committee meetings. Minutes published before adoption by the Committee shall always be labeled "Unadopted Draft Minutes."

6.9. **Attendance.** Regular attendance at Committee and applicable subcommittee meetings is a fundamental obligation of every member of the Committee. Absences are disruptive to Committee activity and representation. Failure to attend two (2) consecutive meetings without acceptable reason announced in advance shall constitute due cause for member removal.

   6.9.1. Members anticipating an absence must call or email the Committee Chair or Secretary no later than 24 hours before the scheduled meeting.

   6.9.2. Committee attendance reports will be distributed annually and upon request by the Chair.

6.10. **Committee Reports.** The Committee shall prepare regular reports on its activities.

   6.10.1. An annual report shall be issued to the Board at least once each year and shall include the following:

      6.10.1.1. A statement indicating whether the District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution; and

      6.10.1.2. A summary of the Committee’s proceedings and activities for the preceding year.
6.10.2. The Committee shall actively review and report on the expenditure of taxpayers' money for school construction in accordance with voter approved projects. All such reports, written and/or oral, that represent the Committee's position must proceed from Committee review, be duly approved as to substance by an affirmative vote of a majority of the members present at a Committee meeting, the matter having been placed on the agenda and a quorum being present, and be faithfully articulated to the public only by the Committee Chair or an approved designee.

6.10.3. Reports of minority viewpoints will be allowed. All such reports, written and/or oral, that represent the minority's position must be reviewed, be duly approved as to substance without prejudice by a vote of the Committee, and be faithfully articulated to the public only by a designated minority spokesperson.

6.10.4. To avoid the need for minority reports, and to maximize working relationships and public confidence in the Committee, all due diligence should be pursued to resolve divisive issues during the review process, thereby attaining fullest possible Committee support for the content of public reports.

6.10.5. Any member of the Committee may speak as an individual on Measure K issues, but must clearly state for the record that such statements are their own personal views which do not necessarily represent those of the Committee or the District.

6.10.6. Upon completion of all bond projects, the Committee Secretary shall prepare or cause to be prepared a final written report summarizing its activities and conclusions.

Section 7. SUBCOMMITTEES

7.1. The Committee may, with a majority vote, form or disband subcommittees (standing or ad hoc) to perform specific parts of its purpose and duties, such as site inspections or issuing specific reports. The Chair shall appoint all subcommittee members. Subcommittees shall elect their own chairs and vice-chairs. Subcommittee meetings may proceed only when a quorum is present, a quorum being defined as half-plus-one of the full number of subcommittee members. Subcommittee chairs shall be responsible for calling its meetings, preparing its agendas, noticing its members, and delivering timely reports of subcommittee actions to the Committee. Subcommittee meetings shall be conducted in accordance with the adopted Committee Rules and Procedures pursuant to these Bylaws.

7.2. A standing subcommittee undertakes ongoing duties in preparation for deliberation by the Committee. All standing subcommittees must fully comply with the Brown Act, irrespective of their number of members. Membership can include any number up to the full membership of the Committee.

7.3. An ad hoc subcommittee is temporary in nature. They may be formed to undertake specific, one-time duties in preparation for deliberation by the Committee. An ad hoc subcommittee shall be automatically disbanded upon acceptance of its final report to the Committee. Membership on ad hoc subcommittees will be limited to less than a quorum of the Committee and need not comply with Brown Act noticing.

Section 8. AMENDMENTS

8.1. These Bylaws shall become effective upon approval of the Board and ratification by the Committee.
8.2. These Bylaws may be amended by an affirmative vote of not less than two-thirds of the members present at a Committee meeting at which said amendment has been agendized and a quorum is present. Any amendment of these Bylaws shall only become effective if and when it is approved by the Board.

Section 9. COMMITTEE SELECTION AND COMPOSITION

9.1. The Board shall have sole discretion to select, appoint and remove Committee members and to determine its final size. The Committee shall consist of a minimum of seven (7) members and no more than fifteen (15) members, appointed by the Board after an open and public recruitment process. Employees, officials, vendors, contractors, or consultants of the District are not eligible for voting or active membership on the Committee.

9.2. Per Education Code sections 15278 – 15282, the Committee shall include, at least:

9.2.1. One member who is active in a business organization representation the business community located with the District.

9.2.2. One member who is active in a senior citizens' organization.

9.2.3. One member shall be active in a bona fide taxpayers' organization.

9.2.4. One member who is a parent or guardian of a child enrolled in the District.

9.2.5. One member who is a parent or guardian of a child enrolled in the District and active in a parent-teacher organization or school site council.

9.3. A member originally appointed to serve a term in one of these categories, during the course of the term, no longer qualifies for that category, must so notify the Board and the Committee immediately. That member must resign from the Committee if that resignation is necessary to fill that category with another person. The member can remain a member of the Committee only if doing so does not increase the Committee membership past the maximum size.

9.4. In the case of a vacancy, removal, or resignation of a Committee member the Board shall diligently seek to fill the above-referenced categories.

9.5. Committee members may no: hold any incompatible office or position during their term of membership, pursuant to Government Code sections 1125 et seq. Committee members shall abide by the conflict of interest prohibitions contained in Article 4 of Division 4, of Title 1 (commencing with Section 1090) of the Government Code. Any member shall disclose immediately any possible or potential conflict of interest to the Committee. A Committee member’s failure to disclose any possible or potential conflict of interest when known may result in the member’s removal from the Committee.

Section 10. TERMS OF OFFICE

10.1. Pursuant to Education Code section 15282, Committee members shall serve for a term of two (2) years (or one (1) year as indicated below), and for no more than three (3) consecutive terms. Should a member resign her/his position before her/his term matures, the Board will appoint a new member to complete the term.

10.2. At the Committee’s first meeting, members will draw lots to select which members shall be in "Group 1" or "Group 2" below, with a majority of the members (no more than half of the members plus one) being in Group 1. This will ensure a “staggering” of the Committee.
membership to maintain both institutional knowledge and continued new member involvement.

<table>
<thead>
<tr>
<th></th>
<th>Group 1</th>
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<tbody>
<tr>
<td>1st Term</td>
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<td>2nd Term</td>
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</tr>
<tr>
<td>3rd Term</td>
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10.3. The Committee members shall not be compensated for their services.

Section 11. REMOVAL FROM OFFICE

11.1. The Board may remove any Committee member, for cause, including failure to attend two (2) consecutive Committee meetings without reasonable excuse, or for failure to comply with the prohibition against conflict of interest as set forth in these Bylaws. Upon a member’s removal, her/his seat shall be declared vacant. The Board, in accordance with the established replacement process set forth in these Bylaws, shall fill any vacancies on the Committee.

11.2. Any Committee member may request that the removal of another Committee member be placed on the agenda for the Committee’s next meeting and may, at that meeting, introduce a motion to remove said member from the Committee for cause (as defined above). Specific cause must be cited in the meeting agenda and motion for removal. A motion to remove a member shall be approved by an affirmative vote of not less than two-thirds of the members present at a Committee meeting, the matter having been placed on the agenda and a quorum being present.

11.2.1. The motion and its result shall be communicated in writing to the member under consideration and to the Board President within one (1) week after the meeting that the motion was approved.

11.2.2. If that removal action is approved by the Committee, District staff shall place approval of that member on the Board’s next available Board meeting agenda. Removal shall be effective immediately upon the Board’s approval of the Committee’s action.

11.2.3. If the Committee’s motion fails, the member under consideration cannot be removed by another vote of the Committee based on the specific bases for cause used for that initial vote.

Section 12. REPLACEMENT OF COMMITTEE MEMBER / VACANCIES

12.1. Vacancies on the Committee shall exist on the death, resignation, or removal of any member. Any member may resign effective upon giving written notice to the Chair of the Committee, or the Vice-Chair of the Committee, unless the notice specifies a later time for the effectiveness of such resignation.

12.1.1. Vacancies on the Committee may only be filled by the Board through an application and interview process.

12.1.2. If a Committee position becomes vacant, the Committee Chair shall request that the Board appoint a replacement.

12.2. A replacement Committee member may be appointed by the Board if one or more of the following events occurs:
12.2.1. A Committee member submits a written resignation to the Board, with a copy to the Committee Chair;

12.2.2. The Committee approves a motion to remove a member for cause and that action is thereafter approved by the Board, as further indicated in these Bylaws.

Section 13. COMMITTEE OFFICERS

13.1. Officers of the Committee shall be a Chair, a Vice-Chair, and a Secretary. The Committee may choose to establish other elected positions by amending these Bylaws.

13.2. The Superintendent shall appoint the initial Chair. Thereafter, the Committee shall elect a Chair, a Vice-Chair and a Secretary. The Vice-Chair who shall act as Chair only when the Chair is absent. These positions shall continue for one (1) year terms. No person shall serve in a position for more than three (3) consecutive terms.

13.3. The Committee Chair, Vice-Chair, and Secretary shall have the following duties:

13.3.1. Committee Chair Duties

13.3.1.1. The Chair shall call Committee meetings.

13.3.1.2. The Chair shall establish the agenda for each Committee meeting.

13.3.1.3. The Chair shall preside over each Committee meeting, and follow the Rules of Procedure.

13.3.1.4. The Chair shall, upon willing concurrence of candidates, appoint the members of each Subcommittee that the Committee chooses to form.

13.3.1.5. The Chair shall attend, or appoint another Committee member to attend, meetings of the Board at which Measure K planning, revenue, expenditure, reporting, and related budgetary issues are placed on the agenda.

13.3.1.6. The Chair, or her/his Committee-approved designee shall serve as spokesperson for the Committee in all representations of the Committee to the public, the Board, and the media.

13.3.1.7. The Chair is an ex-officio member of all subcommittees.

13.4. Committee Vice-Chair

13.4.1. The Vice-Chair shall perform each of the duties of the Chair as necessary in the absence of the Chair.

13.5. Committee Secretary

13.5.1. Subject to review by the Chair before publishing, the Secretary shall provide oversight in the preparation, recording, and distribution by District-provided administrative services of the following documents in accordance with the Brown Act:

13.5.1.1. Committee meeting agendas;

13.5.1.2. All reports, materials, and meeting packets as required by or addressed to the Committee;

13.5.1.3. The minutes of Committee meetings;
13.5.1.4. All written material submitted by the public during Committee meetings;

13.5.1.5. All official correspondence addressed to the Committee;

13.5.1.6. Reports adopted by the Committee;

13.5.1.7. Committee attendance records.

13.5.2. The Secretary shall take and record roll at the beginning of each Committee meeting to determine the existence of a quorum. If a quorum ceases to exist during a meeting, the Secretary shall immediately inform the Chair.

13.6. The Vice-Chair will accede to Chair when a vacancy occurs in that office. In the event of a vacancy in the office of Vice-Chair or Secretary, the position will be filled by election, placed on the agenda at the next Committee meeting.

Section 14. TERMINATION

14.1. The Committee shall automatically terminate and disband at the earlier of the date:

14.1.1. All bond proceeds have been expended; or

14.1.2. All projects funded by Measure K bond proceeds are complete.

14.2. At the time of the termination of the Committee, the Committee shall prepare a final report of findings and recommendations to be presented and received by the Board at a regularly scheduled Board meeting within sixty (60) days of termination.
DATE: March 1, 2017
MEMORANDUM TO: Board of Education
FROM: Kelly Stailey, Superintendent
SUBJECT: Certificated Human Resources Actions

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<th>Temporary Appointments – 2016/17</th>
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Retirements/Resignations

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**CHICO UNIFIED SCHOOL DISTRICT**  
1163 E. 7th STREET  
CHICO, CA 95928-5999

**DATE:** March 1, 2017

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

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<th>ACTION NAME</th>
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<td>During Absence of incumbent</td>
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AGENDA ITEM: Adoption of Resolution No.1370-17 for Exemption of the Construction of Pleasant Valley High School Stadium Project from the City of Chico's Zoning Ordinances

Prepared by: Julia Kistle, Director of Facilities & Construction

☐ Consent  Board Date  March 1, 2017
☐ Information Only
☒ Discussion/Action

Background Information
Per Government Code section 53091(a), public entities are generally required to comply with municipal zoning ordinances. However, Government Code section 53094 provides an exception for school district's educational facilities.

The Chico Unified School District ("District") will construct the Pleasant Valley High School Stadium Project ("Project") located within the City of Chico ("City"). The Project consists of the construction of a new entrance with an Entry building including concessions, toilets and ticket booth. The existing Home and Visitor bleachers, field lighting and scoreboard will be replaced. The site renovations will include new data, CCTV, telephone, fire alarm and intrusion alarm infrastructure to support the new concessions building and press box, as well as a new sound system. Additional site work will include providing proper amount of accessible parking spaces and associated path of travel upgrades to the bleachers.

Since the City has adopted General Plan and its zoning ordinances and code provide for the location of public schools, per Government Code section 53094(b), the District must take action by a two-thirds' vote of its Board members to exempt the Project from the City's zoning ordinances and associated permitting requirements.

Unless exempted from the City's zoning ordinances, the Project would be subject to undue delay, unreasonable requirements, or denial by the City of approvals under the City's zoning ordinances that likely would significantly hamper, interfere with, or jeopardize the viability of the Project.

If the resolution is adopted, Government Code section 53094(c) requires the Board to notify the City within ten (10) days of adoption. Thus, staff requests the Board to direct the Superintendent or his designee to give that notice to the City.

Even though the District is exempting the Project from the City's zoning ordinances, the District will continue to provide information on the Project's implementation to the City.

Fiscal Implications
A costs savings would be realized by not having to process zoning entitlements through the City.

Recommendation
It is recommended that the Board of Education adopt Resolution No. 1370-17 Exemption of the Project from the City of Chico's Zoning Ordinances.
Resolution No. 1370-17
Exemption of the Construction of Pleasant Valley High Stadium Project from the City of Chico’s Zoning Ordinances

WHEREAS, the District owns the Pleasant Valley High School property located at 1475 East Avenue, in Chico, California; and,

WHEREAS, the Project consists of the construction of a new entrance with an Entry building including concessions, toilets and ticket booth. The existing Home and Visitor bleachers, field lighting and scoreboard will be replaced. The site renovations will include new data, CCTV, telephone, fire alarm and intrusion alarm infrastructure to support the new concessions building and press box, as well as a new sound system. Additional site work will include providing proper amount of accessible parking spaces and associated path of travel upgrades to the bleachers (“Project”); and,

WHEREAS, Government Code section 53094(b) expressly authorizes the District’s Board of Trustees, at any time, by a two-thirds’ vote of its members, to exempt the Project from the City of Chico’s (“City”) zoning ordinances, which include, without limitation, Title 19 of Chico’s Municipal Code, and any other City Municipal Code that embodies the subject matter of zoning (collectively, “Zoning Ordinances”); and,

WHEREAS, the Project is for educational facilities within the meaning of Government Code section 53094(b); and,

WHEREAS, the District has unique expertise in educational programs and is best suited for designing facilities to serve the District’s schools in the City; and,

WHEREAS, the California Division of the State Architect reviews and approves the plans and specifications of education facilities and oversees the construction of education facilities, including the Project; and,

WHEREAS, unless exempted, the Zoning Ordinances would subject the Project to undue delay, unreasonable requirements, or denial by the City that likely would significantly hamper, interfere with, or jeopardize the viability of the Project; and,

WHEREAS, educational facilities are an integral, important part of the education of the District’s students.

NOW, THEREFORE, BE IT RESOLVED, for good and sufficient cause based on the entire record of proceedings, the Chico Unified School District Board of Trustees (“Board”) hereby finds the following:

1. The Project is for educational facilities within the meaning of Government Code section 53094(b); and,

2. The Board hereby exempts the Project from the Zoning Ordinances, which includes all City permitting conditions and prohibitions that would otherwise apply to the Project to the maximum extent possible by law; and
3. The Superintendent or the Superintendent's designee is authorized and directed to serve notice of this action and this Resolution upon the City Clerk within ten (10) days.

PASSED AND ADOPTED BY a two-thirds' vote of the Governing Board of the Chico School District on March 1, 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

President – Board of Education
Chico Unified School District
Butte County, California
AGENDA ITEM: Adoption of Resolution No. 1371-17 for Exemption of the Construction of Chico High School Stadium Project from the City of Chico's Zoning Ordinances

Prepared by: Julia Kistle, Director of Facilities & Construction

☐ Consent  Board Date March 1, 2017
☐ Information Only
☒ Discussion/Action

Background Information
Per Government Code section 53091(a), public entities are generally required to comply with municipal zoning ordinances. However, Government Code section 53094 provides an exception for school district's educational facilities.

The Chico Unified School District ("District") will construct the Chico High School Stadium Project ("Project") located within the City of Chico ("City"). The Project consists of the construction of a new entrance with an Entry building including concessions, toilets and ticket booth. Home and Visitor bleachers, field lighting and a new scoreboard will also be added. Site renovations will include an electrical service upgrade with new power, data, CCTV, phone, fire alarm and intrusion alarm infrastructure to support the new concessions building, press box and stadium lighting. Additional site work will include fencing around the existing track and paving for an accessible path of travel to the bleachers. Also included will be a 60+ foot high protective netting along the west side of existing varsity baseball field to provide protection between the track and baseball field.

Since the City has adopted General Plan and its zoning ordinances and code provide for the location of public schools, per Government Code section 53094(b), the District must take action by a two-thirds' vote of its Board members to exempt the Project from the City's zoning ordinances and associated permitting requirements.

Unless exempted from the City's zoning ordinances, the Project would be subject to undue delay, unreasonable requirements, or denial by the City of approvals under the City's zoning ordinances that likely would significantly hamper, interfere with, or jeopardize the viability of the Project.

If the resolution is adopted, Government Code section 53094(c) requires the Board to notify the City within ten (10) days of adoption. Thus, staff requests the Board to direct the Superintendent or his designee to give that notice to the City.

Even though the District is exempting the Project from the City's zoning ordinances, the District will continue to provide information on the Project's implementation to the City.

Fiscal Implications
A costs savings would be realized by not having to process zoning entitlements through the City.

Recommendation
It is recommended that the Board of Education adopt Resolution No. 1371-17 Exemption of the Project from the City of Chico's Zoning Ordinances.
Resolution No. 1371-17
Exemption of the Construction of Chico High School Stadium Project from the City of Chico’s Zoning Ordinances

WHEREAS, the District owns the Chico High School property located at 901 Esplanade, in Chico, California; and,

WHEREAS, the Project consists of the construction of a new entrance with an Entry building including concessions, toilets and ticket booth Home and Visitor bleachers, field lighting and a new scoreboard will also be added. Site renovations will include an electrical service upgrade with new power, data, CCTV, phone, fire alarm and intrusion alarm infrastructure to support the new concessions building, press box and stadium lighting. Additional site work will include fencing around the existing track and paving for an accessible path of travel to the bleachers. Also included will be a 60+ foot high protective netting along the west side of existing varsity baseball field to provide protection between the track and baseball field ("Project"); and,

WHEREAS, Government Code section 53094(b) expressly authorizes the District’s Board of Trustees, at any time, by a two-thirds’ vote of its members, to exempt the Project from the City of Chico’s ("City") zoning ordinances, which include, without limitation, Title 19 of Chico’s Municipal Code, and any other City Municipal Code that embodies the subject matter of zoning (collectively, "Zoning Ordinances"); and,

WHEREAS, the Project is for educational facilities within the meaning of Government Code section 53094(b); and,

WHEREAS, the District has unique expertise in educational programs and is best suited for designing facilities to serve the District’s schools in the City; and,

WHEREAS, the California Division of the State Architect reviews and approves the plans and specifications of education facilities and oversees the construction of education facilities, including the Project; and,

WHEREAS, unless exempted, the Zoning Ordinances would subject the Project to undue delay, unreasonable requirements, or denial by the City that likely would significantly hamper, interfere with, or jeopardize the viability of the Project; and,

WHEREAS, educational facilities are an integral, important part of the education of the District’s students.

NOW, THEREFORE, BE IT RESOLVED, for good and sufficient cause based on the entire record of proceedings, the Chico Unified School District Board of Trustees ("Board") hereby finds the following:

1. The Project is for educational facilities within the meaning of Government Code section 53094(b); and,

2. The Board hereby exempts the Project from the Zoning Ordinances, which includes all City permitting conditions and prohibitions that would otherwise apply to the Project to the maximum extent possible by law; and
3. The Superintendent or the Superintendent's designee is authorized and directed to serve notice of this action and this Resolution upon the City Clerk within ten (10) days.

PASSED AND ADOPTED BY a two-thirds' vote of the Governing Board of the Chico School District on March 1, 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

Chico Unified School District
Butte County, California
AGENDA ITEM: Resolution No. 1372-17 Adoption of Procedures for Evaluating Qualifications of Lease-Leaseback Contractors

Prepared by: Julia Kistle, Director of Facilities & Construction

Consent
Information Only
Discussion/Action

Board Date March 1, 2017

Background Information
As of January 1, 2017, Education Code section 17406 was modified by State Assembly Bill 2316 to require a competitive process when selecting the lease-leaseback contractor. Chico USD’s selection process must be based on a competitive solicitation process to the proposer providing the lowest bid or the best value to the District. The overall idea is to create a transparent selection process based on objective criteria for the selection of Lease-Leaseback Contractors moving forward.

The Facilities Department has developed two Evaluation Procedures in the form of a Request for Qualifications (RFQ); and a Request for Qualifications/Request for Proposals (RFQ/RFP) as described below:

The (RFQ) two-step process will include the following: Step One - Development of a pool of contractors selected based on qualifications. Step Two - Solicit competitive proposals from within the pool of selected contractors.

The (RFQ/RFP) one-step process will include the following: Step One - Select a single contractor for a single project based on qualifications and a competitive proposal that will be submitted simultaneously.

Examples of the RFQ and RFQ/RFP are attached for your review. As stated in the resolution, the Superintendent or Designee will be authorized to implement and make revisions to the criteria on a project-by-project basis that do not impact the overall fair and impartial solicitation process.

If these documents are reviewed and approved by the Board of Education, the Facilities Department will circulate the RFQ two-step process in order to create a pool of qualified contractors for the Phase III Master Plan Elementary School Projects. The Facilities Department will also circulate the RFQ/RFP one-step process in order to select one qualified contractor for the Phase III High School Stadium Projects.

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

Fiscal Implications
No cost impact.

Recommendation
It is recommended that the Board of Education adopt Resolution No. 1372-17 Evaluation Procedures as required pursuant to Education Code 17406 Procedures for Evaluating Qualifications of Lease-Leaseback Contractors.
RESOLUTION NO. 1372-17
ADOPTING PROCEDURES FOR EVALUATING QUALIFICATIONS OF LEASE-LEASEBACK CONTRACTORS

WHEREAS, the Chico Unified School District ("District") desires to utilize the lease-leaseback delivery method for the construction of certain District projects; and

WHEREAS, pursuant to Education Code section 17406, school districts must award lease-leaseback contracts based on a competitive solicitation process to the proposer providing the lowest bid or the best value to the District;

WHEREAS, before awarding a lease-leaseback contract, the governing board of the school district must adopt and publish required procedures and guidelines for evaluating the qualifications of prospective lease-leaseback contractors ("Evaluation Procedures") which ensure, if that selection process is used, that the best value selections by the District, are conducted in a fair and impartial manner;

WHEREAS, District staff has developed the Evaluation Procedures, which are included in the District’s Request to Prequalify and for Preliminary and Construction Services (Lease-Leaseback), an exemplar of which, is attached hereto as Exhibit A;

WHEREAS, the District desires to adopt the Evaluation Procedures as required pursuant to Education Code section 17406 (a)(2).

NOW, THEREFORE, the Governing Board of the Chico Unified School District hereby finds, determines, declares, orders and resolves as follows:

Section 1. That the above recitals are true and correct.

Section 2. The Board adopts the Evaluation Procedures as required pursuant to Education Code section 17406 (a)(2).

Section 3. That the District’s Superintendent, or his/her designee, is authorized to implement the Evaluation Procedures and is authorized to make revisions to the criteria that do not impact the overall fair and impartial solicitation process (for example, changing the size and number of past projects in the prequalification, etc.)

APPROVED, PASSED AND ADOPTED by the Board of Trustees of Chico Unified School District on this 1st day of March, 2017, by the following vote:

AYES: 
NOES: 
ABSTENTIONS:

President of the Board of Trustees of the Chico Unified School District

Attested to:

Clerk of the Governing Board of the Chico Unified School District
Exhibit “A”

District’s Request to Prequalify and for
Preliminary and Construction Services (Lease-Leaseback)
REQUEST TO PREQUALIFY AND FOR STATEMENT OF QUALIFICATIONS FOR PRELIMINARY AND CONSTRUCTION SERVICES (LEASE-LEASEBACK)

The Chico Unified School District ("District") is requesting submission of:

- A prequalification questionnaire ("Prequalification Questionnaire(s)") if the contractor is not currently prequalified with the District, and
- A statement of qualifications ("SOQ(s)")

(together, "Response(s)"), from qualified firms, partnerships, corporations, associations, persons, or professional organizations ("Contractor(s)" or "Firm(s)") to perform preliminary services and construction services for projects pursuant to a lease-leaseback structure. (Education Code section 17406.)

Pool. This request is not a formal request for bids or an offer by the District to contract with any Contractor responding to this Request to Prequalify and for Statement of Qualifications ("RFQ"). The District intends to create a pool of qualified Contractors that the District intends to maintain for two (2) years from which, proposals on certain projects will be solicited. The projects that the District intends to award pursuant to this RFQ are listed in Attachment 1 to this RFQ ("Project(s)"). Contractors that intend to submit a Response must:

- Hold a Class B Contractors License, which is current, valid, and in good standing with the California Contractor's State License Board; and
- Maintain a full-service office within one hundred (100) miles of the District, and
- Prequalify with the District.

Responses. Interested Contractors are invited to submit a Response as described below,

- Prequalification Questionnaires must be completed by the date indicated in the RFQ Schedule.
- SOQs must be received by the date indicated in the RFQ Schedule. with one (1) original and five (5) copies of requested materials as well as a digital copy on a thumb drive, to: Chico Unified School District, 2455 Carmichael Drive, Chico, CA 95928, Attn: Julie Kistie, Director, Facilities & Construction.

Questions. Questions regarding this RFQ must be in writing and directed only to Julie Kistie at jkistie@chicousd.org by the date indicated in the RFQ Schedule. Contractors are directed to not contact any other person regarding this RFQ.

RFQ Addenda. If the District issues addenda to this RFQ, Contractors are solely responsible for and must acknowledge receipt of addenda in the Contractor's SOQ. Failure to acknowledge and respond to any addenda issued by the District may, in the District's sole discretion, render the Contractor's SOQ to be deemed non-responsive and may be rejected.

RFQ Schedule. The District has set the following RFQ Schedule that all Contractors must adhere to. The District reserves the right to modify this RFQ Schedule and will issue an addendum if it modifies this RFQ Schedule.

<table>
<thead>
<tr>
<th>Event / Occurrence</th>
<th>Date / Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>District Issues RFQ</td>
<td>March 1, 2017</td>
</tr>
<tr>
<td>Deadline for Contractors to submit questions regarding this RFQ</td>
<td>3:00 PM, March 1, 2017</td>
</tr>
<tr>
<td>District to respond to Contractors' questions regarding this RFQ</td>
<td>March 1, 2017</td>
</tr>
<tr>
<td>Deadline for Contractors to complete Prequalification Questionnaires</td>
<td>3:00 PM, March 1, 2017</td>
</tr>
<tr>
<td>Deadline for Contractors to submit SOQ</td>
<td>3:00 PM, March 1, 2017</td>
</tr>
<tr>
<td>District to notify Contractors of qualification status</td>
<td>April 1, 2017</td>
</tr>
<tr>
<td>District to interview qualified Contractors</td>
<td>April 2017</td>
</tr>
<tr>
<td>------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>District Board approves short-list of Contractors</td>
<td>April 2017</td>
</tr>
</tbody>
</table>

Thank you for your interest in working with the Chico Unified School District.
1. **General Information.**

   1.1. **General Services.** The District invites qualified Contractors to submit a Response related to its ability to provide the Services, as more fully indicated herein. Contractors must have extensive experience with the Office of Public School Construction ("OPSC"), the Uniform Building Code ("UBC"), Title 24 of the California Code of Regulations, and the Division of the State Architect ("DSA"). Contractors must have extensive experience in the construction of public school facilities, working with public school district representatives, working with architects, contractors and other school facility related consultants, and establishing project scope, project budgets, and bidding procedures under both the Public Contract Code’s formal bidding process and under alternative construction delivery methods.

   1.2. **Lease-Leaseback Structure.** The Projects may be funded from various sources, and any agreement reached will conform to the statutory framework for the lease-leaseback delivery method. (Education Code section 17406, et seq.) The Contractor will be responsible for financing a portion of the construction of the Project. During construction, the District shall pay tenant improvement payments. Once the Project is complete, the Contractor shall lease the facilities constructed back to the District for a pre-determined monthly lease payment amount and lease period.

   1.3. **Scope of Services.** The selected Contractor for each Project must be willing and able to, in good faith, propose to construct one or more of the Project(s) listed in Attachment 1 if and when the District issues request(s) for proposals for those Projects ("Services"), including the subcontractor procurement process that all Contractors are required to follow which will be detailed in each request for proposals. Those processes(s) shall comply with the District’s Subcontractor procurement process as indicated in Attachment 5 ("Subcontractor Procurement Process").

   1.4. **Agreement.** For each project solicited under this RFQ, the District intends to use the Lease-Leaseback Agreement forms attached hereto as Attachment 2 ("Agreement"). Contractors will be required to substantially accept these forms for all projects solicited under this RFQ, including the indemnification provision(s) therein which encompass the subcontractor procurement process.

   1.5. **Skilled Workforce.** Within the Agreement is the statutory requirement that the successful Contractor and its Subcontractors at every tier use a skilled and trained workforce at minimum percentages, as defined in Education Code section 17407.5, to perform all Work on the Project that falls within an apprenticeable occupation in the building and construction trades. The successful Contractor will be required to provide monthly reports, demonstrating compliance by itself and its Subcontractors at every tier with the skilled work force requirements described in Education Code section 17407.5.

2. **Prequalification.**

   2.1. **Contractor Prequalification.** All Contractors must submit by the dated indicated in this RFQ Schedule, the Prequalification Questionnaire attached hereto as Attachment 3 related to its ability to provide the Services as indicated herein. (Public Contract Code section 20111.6.).

   2.2. **Subcontractor Prequalification.** Some or all of the subcontractors that will be utilized on each Project must also be prequalified, but that subcontractor prequalification process will not be part of this RFQ step. The District will implement the subcontractor prequalification process when the District requests proposals for each Project and may, at that time, prescribed the dollar limit for each prequalified subcontractor per project.
3. **Contractors' SOQs.** Contractors' SOQs must be concise, well-organized, and consecutively numbered on each page and must include the following information, using the following outline structure, except as may be otherwise directed. The Contractors' SOQ shall be no longer than fifty (50) single sided pages, on 8½" x 11" paper, inclusive of résumés, forms, and pictures, and tabbed according to the numbering system reflected below. Each Contractor's SOQ must demonstrate Contractor's qualifications, and shall include the following items and information:

3.1. **Letter of Interest.** A dated Letter of Interest must be submitted, including the legal name of the Contractor, address, telephone, emails, and the name, title, and signature of the person authorized to submit the SOQ on behalf of the Contractor. The Letter of Interest should provide a brief statement of the Contractor's experience indicating the unique background and qualities of the Contractor, its personnel, and what will make the Contractor a good fit for work in the District.

3.2. **Table of Contents.** A table of contents of the material contained in the SOQ must follow the letter of interest.

3.3. **Executive Summary.** An executive summary that outlines the Contractor's philosophy, along with a brief summary of the Contractor's qualifications.

3.4. **Proposed Personnel/Contractor Team.** Include resumes of key personnel who would be performing Services for the District. Specifically, define the role of each person and outline his or her individual experience and responsibilities. Indicate personnel who will serve as primary contact(s) for the District. Indicate each person's availability to provide the Services.

3.5. **Contractor's History.** Provide a brief history of the Contractor, and, if a joint venture, of each participating entity.

3.6. **Contractor's Experience with Lease-Leaseback.** Describe the Contractor's experience performing projects pursuant to a lease-leaseback structure.

3.7. **Contractor's Ability to Perform Preliminary Services.** The form of Agreement attached hereto as Attachment 2 includes a scope of work for Preliminary Services. Describe the Contractor's ability and past experience performing those Preliminary Services.

3.8. **Contractor's Approach to Work.** Describe how the Contractor intends to work with the District's administration officials to perform the Services, including assistant superintendents, facilities directors, teachers and site principals, to develop management techniques and responses related to the unique challenges of the District's educational program requirements.

3.9. **Letters of References.** Include letters of reference or testimonials, if available. Contractor should limit letters of references or testimonials to no more than ten (10).

3.10. **Schedule.** Discuss the Contractor's ability to prepare and meet achievable construction schedules for lease-leaseback projects, Contractor's schedule management procedures, and how the Contractor has successfully handled potential delays.

3.11. **Budget.** Discuss the Contractor's ability to manage costs and stay within budgets on comparable projects.

3.12. **Cost Savings / Value Engineering.** The District is seeking a Contractor that has direct experience
and/or can demonstrate an aptitude to "value engineer" or analyze a project’s plans, components, and features, and find more efficient and cost-effective methods or alternatives. Describe your Contractor’s suggestions, recommendations, alternatives or other valuation determinations that the Contractor could implement on the Projects.

3.13. **Local Community & Outreach.** Describe the Contractor’s involvement in the community, knowledge and understanding of the local environment, community outreach, and Contractor’s local presence. Provide a plan for implementing local outreach, including local trade contractors.

3.14. **Specialized Construction Experience.** Describe and provide examples of the Contractor’s experience and ability to perform its specialized construction activities specific to the project outlined in this RFQ/P (example: kitchen, theater, sports). Also describe the Contractor’s experience in constructing either CHPS and/or LEED certified buildings.

3.15. **Contractor’s Current Work Commitments/Project Limitations.**

3.15.1. Specify the current and projected workload of Contractor. If applicable, provide a statement of all recent, current, or anticipated contractual obligations that relate in any way to similar work for the District that may have a potential to impede Contractor’s ability to provide the Services described herein to the District.

3.15.2. Indicate Contractor’s limitation or Surety restrictions related to the size of Project that Contractor can contract for and can effectively perform.

3.16. **Compensation.** The District is not asking in this RFQ that Contractors provide a specific proposal for a Project or for a final price to construct a Project. At this time, Contractors must provide the following information only:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Staffing that would be part of Preliminary Services</strong></td>
<td></td>
</tr>
<tr>
<td>Project Manager (hourly rate)</td>
<td>$</td>
</tr>
<tr>
<td>Constructability Reviewer (hourly rate)</td>
<td>$</td>
</tr>
<tr>
<td>Estimator (hourly rate)</td>
<td>$</td>
</tr>
<tr>
<td>Scheduler (hourly rate)</td>
<td>$</td>
</tr>
<tr>
<td><strong>Staffing that would be part of General Conditions</strong></td>
<td></td>
</tr>
<tr>
<td>Project Executive (hourly rate)</td>
<td>$</td>
</tr>
<tr>
<td>Project Manager (hourly rate)</td>
<td>$</td>
</tr>
<tr>
<td>Project Superintendent (hourly rate)</td>
<td>$</td>
</tr>
<tr>
<td>Project Engineer (hourly rate)</td>
<td>$</td>
</tr>
<tr>
<td>Fee / overhead &amp; profit (as a percentage of direct costs)</td>
<td>%</td>
</tr>
<tr>
<td>Bond &amp; insurance cost (as a percentage of direct costs)</td>
<td>%</td>
</tr>
<tr>
<td>--------------------------------------------------------</td>
<td>---</td>
</tr>
<tr>
<td>Other costs (identify in sufficient detail for evaluation, either as a lump sum or a percentage of direct costs)</td>
<td>$__ or ___%</td>
</tr>
</tbody>
</table>

3.17. **Agreement Form.** If a Contractor has any comments or objections to the Agreement attached as hereto as Attachment 2 to this RFQ, it shall provide those comments or objections in its SOQ. PLEASE NOTE: The District will not consider any substantive changes to the form of Agreement if they are not submitted at or before the time the SOQ is due.

4. **District’s Evaluation / Best Value Selection Process.** The District shall evaluate Firms’ Responses based on a best value determination process.

4.1. **Criteria for Best Value Selection Process.** The District wishes to retain Contractors that have the financial strength, management and expertise to deliver a Project within a proposed schedule and within an established budget. The District reserves the right to choose any Contractor for any Project. The Contractor will be selected based on qualifications and demonstrated competence that include relevant experience with California public school construction, with State of California’s School Facilities Program, and a proven track record for cost-efficient and timely construction projects.

4.2. **Scoring.** The following table indicates how the District will score steps 1 – 4. The scoring and criteria for all steps are included in Attachment 3 to this RFQ. Only Firms that receive the minimum qualification points as required at each step will move to the next step.

<table>
<thead>
<tr>
<th>STEP 1: Scoring of Prequalification Questionnaire</th>
<th>Minimum qualification points required in STEP 1 for Firms to proceed to STEP 2: 100</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total maximum possible points at the end of STEP 1 is 134.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STEP 2: Scoring of SOQ</th>
<th>Minimum points required in STEP 2 for Firms to proceed to STEP 3: 170</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total combined maximum possible points at the end of STEP 2 is 220. The District will only interview Firms that have the required minimum score after STEP 2.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STEP 3: Scoring of Interviews</th>
<th>The District, at its discretion, may elect to forego conducting interviews. If the District conducts interviews, then the following shall apply: Minimum points required in STEP 3 to be placed in pool of firms from which proposals on certain projects will be solicited: 75</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total maximum possible points from Interview is 125.</td>
</tr>
</tbody>
</table>

4.3. **Notification.** The District will notify Firms of their status after each Step. Firms that do not receive the required minimum qualification points from STEP 2, may request in writing a debriefing, which will be restricted to no more than two (2) persons from the Firm to have a discussion with the District staff regarding that Firm’s Response. All debriefings will take place via a conference call or an in-person meeting, at the District’s sole discretion.
4.4. During the evaluation of the Responses, contact shall only be through the individual identified in the RFQ. Firms shall neither contact nor lobby evaluators during the evaluation process. Attempts by a Firm to contact and/or influence the District may result in disqualification of that Firm.

4.5. The District reserves the right to contract with any Contractor responding to the RFQ for all or some of the Projects, to reject any Response as non-responsive, and not to contract with any Contractor for the Services described herein. The District makes no representation that participation in the RFQ process will lead to an award of contract or any consideration whatsoever. The District reserves the right to seek Responses from or to contract with any Contractor not participating in this process. The District shall in no event be responsible for the cost of preparing any SOQ. The District reserves the right to adjust the structure of the Project(s) and to request a successful Contractor provide initial pricing information, fee(s) for preliminary services, general conditions, partial construction services, etc., by Project and by a phase within a Project.

4.6. All SOQs will become the property of the District and subject to the California Public Records Act, Government Code sections 6250, et seq. Those elements in an SOQ that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as “TRADE SECRET,” “CONFIDENTIAL,” or “PROPRIETARY” may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Contractor that indiscriminately identifies all or most of its SOQ as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of an SOQ marked “Confidential,” “Proprietary,” or “Trade Secret,” the Contractor agrees, by submission of its SOQ, to defend and indemnify the District from all costs and expenses, including attorneys’ fees, in any action or liability arising under the Public Records Act.
### Potential Project(s) and Anticipated Construction (Hard Cost) Budgets

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shasta Elementary School New Construction</td>
<td>$15,000,000</td>
</tr>
<tr>
<td>Construction of new Administration Building, Kindergarten Complex, three new classroom wings, parking lot expansion and related site work.</td>
<td></td>
</tr>
<tr>
<td>Loma Vista New Construction</td>
<td>$14,000,000</td>
</tr>
<tr>
<td>Construction of new building, parking and bus drop-off and related site work; the demolition and abatement of existing school buildings.</td>
<td></td>
</tr>
<tr>
<td>Marigold Elementary School New Construction and Modernization</td>
<td>$26,000,000</td>
</tr>
<tr>
<td>Construction of new two-story classroom building, renovation of three existing buildings, addition of new Administration/Multi-purpose building, kindergarten playground, parking, bus drop-off and related site work; demolition and abatement of existing classroom buildings.</td>
<td></td>
</tr>
<tr>
<td>Neal Dow Elementary School New Construction and Modernization</td>
<td>$14,000,000</td>
</tr>
<tr>
<td>Construction of a new Classroom Building and new Multi-purpose building, Renovation of existing classroom and library buildings, Modernization of existing classrooms, relocation of Administration and related site work.</td>
<td></td>
</tr>
</tbody>
</table>
Attachment 2

LEASE LEASEBACK AGREEMENT

[ATTACH LLB CONTRACT DOCUMENTS.]}
ATTACHMENT 3

PREQUALIFICATION APPLICATION
(This page is subject to disclosure pursuant to the California Public Records Act)

CONTACT INFORMATION:

Firm Name: ____________________________ Check One: □ Corporation
(as it appears on license) □ Partnership
□ Sole Prop.

Contact Person: ____________________________

Address: ____________________________

Phone: ___________ Fax: ___________ Email: ________

If firm is a sole proprietor or partnership:

Owner(s) of Company ____________________________

Contractor's License Number(s): ____________________________

DIR Registration No. ____________________________

Seeking Prequalification for: □ General Contractor
□ Mechanical Subcontractor
□ Plumbing Subcontractor
□ Electrical Subcontractor
□ Other ____________________________

General Contractor/Subcontractors with A, B, C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42,
C-43 and C-46 licenses must prequalify.
Contractors that successfully prequalify will be eligible to bid on any projects for which they are qualified as outlined below:

1. **Bid Limit:**

   The contractor's qualified limit will be the lesser of the following (stated in U.S. currency): (a) the largest public works contract the contractor has fully performed within the last five years (as defined by the original contract price, plus additive and deductive change orders), plus 10%; or (b) the contractor's current bonding capacity (as determined by the surety with which the contractor currently has the highest bonding limit). Your accurate answers to A and B immediately below, once verified by the District, will determine your bid limit.

   **A.** The contract price (as adjusted by change orders) of the largest public works contract your firm has fully performed in the last five years:

   $____________________ [plus] 10% = ____________________

   **B.** Your firm's current maximum bonding capacity: $__________________

   Bonding Company: _______________________________________________

   Contact Name: ___________________ Phone: __________________________

2. **Specific Experience Requirement:**

   At least two (2) of the projects listed in Part III of this application must be K-12 or Community College projects subject to Division of the State Architect inspection and approval. This does not preclude the District from specifying in the bid documents additional prequalification requirements as may be required for a specific project.
PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Contractor will be immediately disqualified if the answer to any of questions 1 through 5 is “no.”

**Subcontractor: Please submit application regardless of your ability to answer “yes” to questions 4 & 5.

Contractor will be immediately disqualified if the answer to any of questions 6, 7, 8 or 9 is “yes.”

If the answer to question 8 is “yes,” and if debarment would be the sole reason for denial of prequalification, any prequalification issued will exclude the debarment period.

1. Contractor possesses a valid and current California Contractor’s license for the project or projects for which it intends to submit a bid.

☐ Yes  ☐ No

2. Contractor has a liability insurance policy with a policy limit of at least $1,000,000 per occurrence and $2,000,000 aggregate.

☐ Yes  ☐ No

3. Contractor has current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.

☐ Yes  ☐ No

Contractor is exempt from this requirement, because it has no employees

4. Have you attached your latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information?

☐ Yes  ☐ No

NOTE: A financial statement that is not either reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.

5. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: (a) that your current bonding capacity is sufficient for the project for which you seek prequalification if you are seeking prequalification for a single project; or (if you are seeking prequalification valid for a year) (b) your current available bonding capacity?

☐ Yes  ☐ No

NOTE: Notarized statement must be from the surety company, not an agent or broker.

---

1 A “no” answer to Question 4 will not be disqualifying if the contractor is exempt from complying with Question 4, for reasons explained in footnote 3.

2 A contractor disqualified solely because of a “Yes” answer to question 6, 7, or 9 may appeal the disqualification and provide an explanation of the relevant circumstances during the appeal procedure.

3 Public Contract Code section 20101(e) exempts from this requirement a contractor who has qualified as a small business pursuant to Government Code section 14837(d)(1), if the bid is “no more than 25 percent of the qualifying amount provided in section 14837(d)(1).” As of January 1, 2001, the qualifying amount is $10 million, and 25 percent of that amount, therefore, is $2.5 million.

4 An additional notarized statement from the surety may be requested by Chico Unified School District at the time of submission of a bid, if this prequalification package is submitted more than 60 days prior to submission of the bid.
6. Has your contractor's license been revoked at any time in the last five years?
   □ Yes    □ No

7. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?
   □ Yes    □ No

8. At the time of submitting this prequalification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?
   □ Yes    □ No
   If the answer is "Yes," state the beginning and ending dates of the period of debarment:

9. At any time during the last five years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?
   □ Yes    □ No

*******

PART II. ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE, COMPLIANCE WITH CIVIL AND CRIMINAL LAWS

A. Current Organization and Structure of the Business

For Firms That Are Corporations:

1a. Date incorporated: ____________
1b. Under the laws of what state: ____________
1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten percent of the corporation's stock:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Years with Co.</th>
<th>% Ownership</th>
<th>Social Security #</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

**NOTE:** For this question, "owner" and "partner" refer to ownership of ten percent or more of the business, or 10 percent or more of its stock, if the business is a corporation.

<table>
<thead>
<tr>
<th>Person’s Name</th>
<th>Construction Firm</th>
<th>Dates of Person’s Participation with Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
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<td></td>
</tr>
</tbody>
</table>
For Firms That Are Partnerships:

1a. Date of formation: ______________
1b. Under the laws of what state: ______________
1c. Provide all the following information for each partner who owns 10 percent or more of the firm.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Years with Co.</th>
<th>% Ownership</th>
<th>Social Security #</th>
</tr>
</thead>
<tbody>
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<td></td>
</tr>
</tbody>
</table>

1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten percent or more of the business, or ten percent or more of its stock, if the business is a corporation.

<table>
<thead>
<tr>
<th>Person's Name</th>
<th>Construction Company</th>
<th>Dates of Person's Participation with Company</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

For Firms That Are Sole Proprietorships:

1a. Date of commencement of business. ______________
1b. Social security number of company owner ______________
1c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten percent or more of the business, or ten percent or more of its stock, if the business is a corporation.

<table>
<thead>
<tr>
<th>Person's Name</th>
<th>Construction Company</th>
<th>Dates of Person's Participation with Company</th>
</tr>
</thead>
<tbody>
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<td></td>
</tr>
</tbody>
</table>

For Firms That Intend to Make a Bid as Part of a Joint Venture:

1a. Date of commencement of joint venture. ______________
1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

<table>
<thead>
<tr>
<th>Name of firm</th>
<th>% Ownership of Joint Venture</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
B. History of the Business and Organizational Performance

2. Has there been any change in ownership of the firm at any time during the last three years? 
   NOTE: A corporation whose shares are publicly traded is not required to answer this question.
   ☐ Yes ☐ No
   If "yes," explain on a separate signed page.

3. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?
   NOTE: Include information about other firms if one firm owns 50 percent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.
   ☐ Yes ☐ No
   If "yes," explain on a separate signed page.

4. Are any corporate officers, partners or owners connected to any other construction firms?
   NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.
   ☐ Yes ☐ No
   If "yes," explain on a separate signed page.

5. State your firm’s gross revenues for each of the last three years:
   __________________________  __________________________  __________________________

6. How many years has your organization been in business in California as a contractor under your present business name and license number? _______ years

7. Is your firm currently the debtor in a bankruptcy case?
   ☐ Yes ☐ No
   If "yes," please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

8. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above)
   ☐ Yes ☐ No
   If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court’s discharge order, or of any other document that ended the case, if no discharge order was issued.

Licenses

9. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:
   __________________________

   __________________________
10. If any of your firm’s license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.

11. Has your firm changed names or license number in the past five years?
   □ Yes   □ No
   If "yes," explain on a separate signed page, including the reason for the change.

12. Has any owner, partner or (for corporations) officer of your firm operated a construction firm under any other name in the last five years?
   □ Yes   □ No
   If "yes," explain on a separate signed page, including the reason for the change.

13. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?
   □ Yes   □ No
   If "yes," please explain on a separate signed sheet.

**Disputes**

14. At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?
   □ Yes   □ No
   If yes, explain on a separate signed page, identifying all such projects by owner, owner’s address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

15. In the last five years has your firm, or any firm with which any of your company’s owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?
   NOTE: “Associated with” refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.
   □ Yes   □ No
   If “yes,” explain on a separate signed page. State whether the firm involved was the firm applying for prequalification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

16. In the last five years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?
   □ Yes   □ No
   If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.
NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about “pass-through” disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than $50,000.

17. In the past five years has any claim **against** your firm concerning your firm’s work on a construction project been **filed in court or arbitration**?
   ○ Yes   ○ No
   If “yes,” on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

18. In the past five years has your firm made any claim **against** a project owner concerning work on a project or payment for a contract and **filed that claim in court or arbitration**?
   ○ Yes   ○ No
   If “yes,” on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

19. At any time during the past five years, has any surety company made any payments on your firm’s behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm’s behalf, in connection with a construction project, either public or private?
   ○ Yes   ○ No
   If “yes,” explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

20. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
   ○ Yes   ○ No
   If “yes,” explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.

**Criminal Matters and Related Civil Suits**

21. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?
   ○ Yes   ○ No
   If “yes,” explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

22. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?
   ○ Yes   ○ No
   If “yes,” explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.
23. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?
   □ Yes □ No
   If "yes," identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

Bonding

24. Bonding capacity: Provide documentation from your surety identifying the following:

   Name of bonding company/surety: ________________________________

   Name of surety agent, address and telephone number:

   ____________________________________________________________

25. If your firm was required to pay a premium of more than one percent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one percent, if you wish to do so.

26. List all other sureties (name and full address) that have written bonds for your firm during the last five years, including the dates during which each wrote the bonds:

   ____________________________________________________________

27. During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?
   □ Yes □ No
   If yes, provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

C. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

28. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?
   NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.
   □ Yes □ No
   If "yes," attached a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.
29. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?
NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.
☐ Yes ☐ No
If "yes," attach a separate signed page describing each citation.

30. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?
NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.
☐ Yes ☐ No
If "yes," attach a separate signed page describing each citation.

31. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

32. List your firm’s Experience Modification Rate (EMR) (California Workers’ Compensation Insurance) for each of the past three premium years:
NOTE: An Experience Modification Rate is issued to your firm annually by your workers’ compensation insurance carrier.
Current year: ___________
Previous year: ___________
Year prior to previous year: ___________
If your EMR for any of these three years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

33. Within the last five years has there ever been a period when your firm had employees but was without workers’ compensation insurance or state-approved self-insurance?
☐ Yes ☐ No
If "yes," please explain the reason for the absence of workers’ compensation insurance on a separate signed page. If “No,” please provide a statement by your current workers’ compensation insurance carrier that verifies periods of workers’ compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers’ compensation insurance carrier verifying continuous workers’ compensation insurance coverage for the period that your firm has been in the construction business.)

**Prevailing Wage and Apprenticeship Compliance Record**

34. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm’s failure to comply with the state’s prevailing wage laws?

NOTE: This question refers only to your own firm’s violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.
☐ Yes ☐ No
If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.
35. During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements?

☐ Yes  ☐ No

If “yes,” attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

36. Provide the name, address and telephone number of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by Chico Unified School District.

37. If your firm operates its own State-approved apprenticeship program:

   (a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year.

   (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).

   (c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

38. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

   NOTE: You may omit reference to any incident that occurred prior to January 1, 1998, if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor’s violation at the time they occurred.

   ☐ Yes  ☐ No

If “yes,” provide the date(s) of such findings, and attach copies of the Department’s final decision(s).
PART III. RECENT CONSTRUCTION PROJECTS COMPLETED

39. Contractor shall provide information about its six most recently completed public works projects and its three largest completed private projects within the last three years. Names and references must be current and verifiable. Use separate sheets of paper that contain all of the following information:

Project Name: ___________________________________________________________

Location: _______________________________________________________________

Owner: __________________________________________________________________

Owner Contact (name and current phone number): _____________________________

Architect or Engineer Contact (name and current phone number):______________

Construction Manager (name and current phone number):_____________________

Description of Project, Scope of Work Performed:

_____________________________________________________________________

_____________________________________________________________________

Total Value of Construction (including change orders): _________________________

Original Scheduled Completion Date: _______________________________________

Time Extensions Granted (number of days): _________________________________

Actual Date of Completion: _____________________________________________

***********

I, the undersigned, certify and declare that I have read all the foregoing answers to this prequalification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Dated: ___________________________ Name: _________________________________

---

5 If you wish, you may, using the same format, also provide information about other projects that you have completed that are similar to the project(s) for which you expect to bid.
# Attachment 4

## District's Scoring of Best Value Selection Process for Contractors

### Step 1 - Prequalification Scoring

1. **Confirm Firm has passing answers for the “Pass/Fail Questions.”**

2. **Confirm Firm has submitted the required financial statements.** If not, notify Firm in writing that its Proposal is non-responsive for failing to include the required financial statements.

3. **Score the “Evaluated Questions.”**

<table>
<thead>
<tr>
<th>Topic/Question</th>
<th>Scoring &amp; Max. Poss. Score</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>6. Years in business</td>
<td>3=2, 4=3, 5=4, 6+=5</td>
<td>5</td>
</tr>
<tr>
<td>7. Current Bankruptcy</td>
<td>No = 3 points; Yes = 0 points</td>
<td>3</td>
</tr>
<tr>
<td>8. Bankruptcy w/in 5 years</td>
<td>No = 3 points; Yes = 0 points</td>
<td>3</td>
</tr>
<tr>
<td>13. CSLB Suspension</td>
<td>No = 5 points; Yes = 0 points</td>
<td>5</td>
</tr>
<tr>
<td>14. Liquidated Damages</td>
<td>No = 5 points; Yes (2)= 3 points</td>
<td>5</td>
</tr>
<tr>
<td>15. Disqualified from bidding w/in 5 years</td>
<td>No = 5 points; Yes = 0 points</td>
<td>5</td>
</tr>
<tr>
<td>16. Unresponsive bidder</td>
<td>No = 5 points; Yes = 0 points</td>
<td>5</td>
</tr>
<tr>
<td>17. Claim against firm w/in 5 years</td>
<td>0-1 instances=5, 2=3, 3+=0</td>
<td>5</td>
</tr>
<tr>
<td>18. Claim against owner w/in 5 years</td>
<td>0-1 instances=5, 2=3, 3+=0</td>
<td>5</td>
</tr>
<tr>
<td>19. Surety payments w/in 5 years</td>
<td>0-1=5, 2=3, minus 5 for more than 2 claims</td>
<td>5</td>
</tr>
<tr>
<td>20. Insurance Non-Renewal w/in 5 years</td>
<td>0-1=5, 2=3, 3+=0</td>
<td>5</td>
</tr>
<tr>
<td>21. Found Liable in court</td>
<td>No = 5 points; Yes = -5points</td>
<td>5</td>
</tr>
<tr>
<td>22. Crime Conviction related to construction</td>
<td>No = 5 points; Yes = -5 points</td>
<td>5</td>
</tr>
<tr>
<td>23. Convictions of firm or officers</td>
<td>Yes = -5 points; No = 5 points</td>
<td>5</td>
</tr>
<tr>
<td>25. Bond Premiums</td>
<td>&lt;1%=5, &lt;1.1%=3, &gt;1.1%=0</td>
<td>5</td>
</tr>
<tr>
<td>27. Bond Coverage denied or without w/in 5 years</td>
<td>Yes = 0 points; No = 5 points</td>
<td>5</td>
</tr>
<tr>
<td>28. CAL OSHA</td>
<td>0-1 Instance=5, 2=3, 3+=0</td>
<td>5</td>
</tr>
<tr>
<td>29. Federal OSHA</td>
<td>0-1 instances=5, 2=3, 3+=0</td>
<td>5</td>
</tr>
<tr>
<td>30. EPA or Air Quality</td>
<td>0-1 instances=5, 2=3, 3+=0</td>
<td>5</td>
</tr>
<tr>
<td>31. Safety meetings</td>
<td>1 per week or greater=3, anything else=0</td>
<td>3</td>
</tr>
<tr>
<td>32. EMR</td>
<td>.95 EMR or less for 3 years=.95, .95-1.00=3, anything else=0</td>
<td>5</td>
</tr>
<tr>
<td>33. Worker’s Compensation</td>
<td>0-1 instances=5, 2+=0</td>
<td>5</td>
</tr>
<tr>
<td>34. Slack Wages</td>
<td>0-2 instances=5, 3=3, 4+=0</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>35. Federal Davis-Bacon Requirements</td>
<td>0-2 instances=5, 3=3, 4+=0</td>
<td>5</td>
</tr>
<tr>
<td>36. Apprenticeship program</td>
<td>1+=5, Less than 1=0</td>
<td>5</td>
</tr>
<tr>
<td>37. Firm operated Apprentice program</td>
<td>5 points if one or more complete, 0 if none</td>
<td>5</td>
</tr>
<tr>
<td>38. Violation of Apprenticeship laws</td>
<td>0-2 instances=5, 3=3, 4+=0</td>
<td>5</td>
</tr>
<tr>
<td>39. Completed Projects</td>
<td>At least 2 schools or colleges listed</td>
<td>5</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>134</td>
</tr>
</tbody>
</table>
**STEP 2 – SOQ SCORING**

The following scoring will be used in evaluating the Firm’s SOQ responses to the following criteria, which will be determined by review all portions of the SOQ, including the “Content of SOQs” section of the RFQ.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Maximum Qualification Points</th>
<th>Firm’s Qualification Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Compensation</td>
<td>Firm’s Compensation information provided is competitive and within the District’s past experience for compensation for similar construction projects.</td>
<td>40</td>
<td></td>
</tr>
<tr>
<td>2. Personnel / Subconsultants</td>
<td>Firm’s team members, especially team leaders, demonstrate applicable experience and expertise to perform Services.</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>3. LLB Projects</td>
<td>Firm demonstrates past experience and expertise with LLB process.</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>4. Preliminary Services</td>
<td>Firm demonstrates past experience and expertise to perform all Preliminary Services.</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>5. Cost Savings / Value Engineering</td>
<td>Firm demonstrates past experience and expertise to perform value engineering services for the Projects.</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>6. Budget</td>
<td>Firm demonstrates past experience and expertise to manage costs and stay within budgets on LLB projects.</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>7. Schedule</td>
<td>Firm demonstrates ability on LLB projects to prepare and meet achievable construction schedules schedule management procedures, and successful handling of potential delays.</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>8. Local Community / Outreach</td>
<td>Firm demonstrates involvement in community and efforts at community and local outreach and compliance with the District’s Local Hiring Procedures.</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>9. Approach to Work</td>
<td>Firm demonstrates how it intends to work with the District and develop management techniques related to the District’s project goals.</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>10. Special Construction</td>
<td>Firm indicates its past experience performing specialized construction specific to Project outlined in this RFQ/P.</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>11. Current Work Commitments</td>
<td>Firm describes current and projected workload.</td>
<td>5</td>
<td></td>
</tr>
</tbody>
</table>

**Total Score** 220
**STEP 3 - INTERVIEW SCORING**

Firms meeting or exceeding the minimum total qualification points through Step 2 will be invited to interview with the District. The subject matter for the interview will be at the District’s discretion but shall include, at a minimum, the following topics.

<table>
<thead>
<tr>
<th>Item</th>
<th>Maximum Qualification Points</th>
<th>Qualification Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Past Projects/Experience: Firm’s articulation of Firm’s history, education, and background; Firm’s experiences working with similar, past projects; issues faced and how addressed (i.e. claims, bonding/surety involvement, owner relations, citations, etc.); and questions, concerns, and highlights from the Proposal.</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>2. Personnel/Leadership: Firm’s articulation of its Project-designated personnel, leadership, subcontractor relations, apprenticeship program, etc.</td>
<td>35</td>
<td></td>
</tr>
<tr>
<td>3. Current Project: Firm’s articulation of how it will construct the Project, its ideas related to constructability, and other construction-specific ideas, concerns, or related issues (i.e. schedules, budgets, subcontractor selection, etc.).</td>
<td>35</td>
<td></td>
</tr>
<tr>
<td>4. Overall Ability and General Suitability. Firm’s articulation of its overall skills, ability to complete the Project, and general suitability for the District’s purposes (i.e. implementation of District policies and procedures, compliance with District Programs, political atmosphere, additional information, etc.)</td>
<td>25</td>
<td></td>
</tr>
</tbody>
</table>

**SUBTOTAL QUALIFICATION POINTS FROM STEP 3**

125
Attachment 5

SUBCONTRACTOR PROCUREMENT PROCESS
(CONTRACTORS MUST FOLLOW FOR SUBSEQUENT RFPS)

(Low Bid Only)

Bidding for Subcontractor Work. Each request for proposal ("RFP") that is later issued by the District shall require each Contractor to prequalify some or all subcontractors and shall comply with the requirements for the procurement of Subcontractors set forth in Education Code section 17406 and as further detailed in each RFP. The Subcontractor procurement process will be adapted by the District as needed for each Project. The Subcontractor procurement process may be one or a combination of the following processes:

- One Step Process of Low-Bid. The RFP may ask for a lump-sum cost for the project and the District will select the Contractor on a low-bid basis, a best-value basis, or a combination of both. All Contractors' subcontractors in excess of ½ of 1% of that lump sum cost shall be identified in the Contractors' proposals, shall be awarded on a low bid basis, and shall be afforded the protections of the Subletting and Subcontracting Fair Practices Act. (Public Contract Code § 4100, et seq.).

- Two-Step Process of Low-Bid.

  Step 1. The RFP may ask Contractors to provide (1) some initial pricing information (e.g., fee for preliminary services, general conditions, partial construction services, etc.) and (2) some subcontractors be identified in the proposal. The District will select the Contractor on a low-bid basis, a best-value basis, or a combination of both.

  Step 2. The selected Contractor, when directed later by the District, shall provide a final lump sum guaranteed project cost and will award subcontracts on a low-bid basis.

The Contractors shall provide notice of bidding for all subcontractors “in accordance with the publication requirements applicable to the District’s competitive selection process.” The District intends to work with the Contractors for each Project to issue an advertisement to solicit subcontractors in compliance with statutory requirements and the District’s process.
REQUEST TO PREQUALIFY AND FOR STATEMENT OF QUALIFICATIONS FOR PRELIMINARY AND CONSTRUCTION SERVICES (LEASE-LEASEBACK)

Chico High School and Pleasant Valley High School Stadium Renovations

The Chico Unified School District ("District") is requesting submission of:
- A prequalification questionnaire ("Prequalification Questionnaire(s)"), if contractor is not currently prequalified with the District, and
- A statement of qualifications ("SOQ(s)")
(taken together, "Response(s)"), from qualified firms, partnerships, corporations, associations, persons, or professional organizations ("Contractor(s)" or "Firm(s)") to perform preliminary services and construction services for the Project pursuant to a lease-leaseback structure. (Education Code section 17406.)

Award. Through this Request to Prequalify and for Statement of Qualifications ("RFQ"), the District intends to award the Project to one Contractor, as identified in Attachment 1 to this RFQ ("Project"). Contractors that intend to submit a Response must:
- Be insured;
- Hold a Class B Contractors License, which is current, valid, and in good standing with the California Contractor’s State License Board; and
- Maintain a full-service office within seventy-five (75) miles of the District, and

Responses. Interested Contractors are invited to submit a Response as described below,
- Prequalification Questionnaires must be completed by the date indicated in the RFQ Schedule.
- SOQs must be received by the date indicated in the RFQ Schedule. with one (1) original and five (5) copies of requested materials as well as digital copy on a thumb drive, to: Chico Unified School District, 1163 East Seventh St, Chico, CA 95928, Attn: Julie Kistle, Director, Facilities & Construction.

Questions. Questions regarding this RFQ must be in writing and directed only to Julie Kistle at jkistle@chicousd.org by the date indicated in the RFQ Schedule. Contractors are directed to not contact any other person regarding this RFQ.

RFQ Addenda. If the District issues addenda to this RFQ, Contractors are solely responsible for and must acknowledge receipt of addenda in the Contractor’s SOQ. Failure to acknowledge and respond to any addenda issued by the District may, in the District’s sole discretion, render the Contractor’s SOQ to be deemed non-responsive and may be rejected.

RFQ Schedule. The District has set the following RFQ Schedule that all Contractors must adhere to. The District reserves the right to modify this RFQ Schedule and will issue an addendum if it modifies this RFQ Schedule.

<table>
<thead>
<tr>
<th>Event / Occurrence</th>
<th>Date / Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>District Issues RFQ</td>
<td>March 2017</td>
</tr>
<tr>
<td>Deadline for Contractors to submit questions regarding this RFQ</td>
<td>3:00 PM, March 2017</td>
</tr>
<tr>
<td>District to respond to Contractors’ questions regarding this RFQ</td>
<td>March 2017</td>
</tr>
<tr>
<td>Deadline for Contractors to complete Prequalification Questionnaires</td>
<td>3:00 PM, March 2017</td>
</tr>
<tr>
<td>Deadline for Contractors to submit SOQ</td>
<td>3:00 PM, March 2017</td>
</tr>
<tr>
<td>District to notify Contractors of qualification status</td>
<td>April 2017</td>
</tr>
<tr>
<td>District to interview qualified Contractors (If interviews done)</td>
<td>April 2017</td>
</tr>
<tr>
<td>District Board approves successful Contractor</td>
<td>April 2017</td>
</tr>
</tbody>
</table>

Thank you for your interest in working with the Chico Unified School District.
1. **General Information.**

1.1. **General Services.** The District invites qualified Contractors to submit a Response related to its ability to provide the Services, as more fully indicated herein. Contractors must have extensive experience with the Office of Public School Construction ("OPSC"), the Uniform Building Code ("UBC"), Title 24 of the California Code of Regulations, and the Division of the State Architect ("DSA"). Contractors must have extensive experience in the construction of public school facilities, working with public school district representatives, working with architects, contractors and other school facility related consultants, and establishing project scope, project budgets, and bidding procedures under both the Public Contract Code's formal bidding process and under alternative construction delivery methods.

1.2. **Lease-Leaseback Structure.** The Project may be funded from various sources, and any agreement reached will conform to the statutory framework for the lease-leaseback delivery method. (Education Code section 17406, et seq.) The Contractor will be responsible for financing a portion of the construction of the Project. During construction, the District shall pay tenant improvement payments. Once the Project is complete, the Contractor shall lease the facilities constructed back to the District for a pre-determined monthly lease payment amount and lease period.

1.3. **Scope of Services.** The selected Contractor for the Project must be willing and able to, in good faith, propose to construct the Project listed in Attachment 1 ("Services"), including the subcontractor procurement process that all Contractors are required to follow which will be detailed then. Those processes(s) shall comply with the District's Subcontractor procurement process as indicated in Attachment 5 ("Subcontractor Procurement Process").

1.4. **Agreement.** For each project solicited under this RFQ, the District intends to use the Lease-Leaseback Agreement forms attached hereto as Attachment 2 ("Agreement"). Contractors will be required to substantially accept these forms for all projects solicited under this RFQ, including the indemnification provision(s) therein which encompass the subcontractor procurement process.

1.5. **Skilled Workforce.** Within the Agreement is the statutory requirement that the successful Contractor and its Subcontractors at every tier use a skilled and trained workforce at minimum percentages, as defined in Education Code section 17407.5, to perform all Work on the Project that falls within an apprenticeable occupation in the building and construction trades. The successful Contractor will be required to provide monthly reports, demonstrating compliance by itself and its Subcontractors at every tier with the skilled work force requirements described in Education Code section 17407.5.

2. **Prequalification.**

2.1. **Contractor Prequalification.** All Contractors must submit by the dated indicated in this RFQ Schedule, the Prequalification Questionnaire attached hereto as Attachment 3 related to its ability to provide the Services as indicated herein. (Public Contract Code section 20111.6.)

2.2. **Subcontractor Prequalification.** Some or all of the subcontractors that will be utilized on each Project must also be prequalified, but that subcontractor prequalification process will not be part of this RFQ step. The District will implement the subcontractor prequalification process when the District requests a final price from the selected Contractor for the Project and may, at that time, prescribed the dollar limit for each prequalified subcontractor per project.

3. **Contractors' SOQs.** Contractors’ SOQs must be concise, well-organized, and consecutively numbered on
each page and must include the following information, using the following outline structure, except as
may be otherwise directed. The Contractors’ SOQ shall be no longer than fifty (50) single sided pages, on
8½” x 11” paper, inclusive of résumés, forms, and pictures, and tabbed according to the numbering
system reflected below. Each Contractor’s SOQ must demonstrate Contractor’s qualifications, and shall
include the following items and information:

3.1. Letter of Interest. A dated Letter of Interest must be submitted, including the legal name of the
Contractor, address, telephone, emails, and the name, title, and signature of the person
authorized to submit the SOQ on behalf of the Contractor. The Letter of Interest should provide
a brief statement of the Contractor’s experience indicating the unique background and qualities
of the Contractor, its personnel, and what will make the Contractor a good fit for work in the
District.

3.2. Table of Contents. A table of contents of the material contained in the SOQ must follow the
letter of interest.

3.3. Executive Summary. An executive summary that outlines the Contractor’s philosophy, along
with a brief summary of the Contractor’s qualifications.

3.4. Proposed Personnel/Contractor Team. Include resumes of key personnel who would be
performing Services for the District. Specifically, define the role of each person and outline his or
her individual experience and responsibilities. Indicate personnel who will serve as primary
contact(s) for the District. Indicate each person’s availability to provide the Services.

3.5. Contractor’s History. Provide a brief history of the Contractor, and, if a joint venture, of each
participating entity.

3.6. Contractor’s Experience with Lease-Leaseback. Describe the Contractor’s experience
performing projects pursuant to a lease-leaseback structure.

3.7. Contractor’s Ability to Perform Preliminary Services. The form of Agreement attached hereto as
Attachment 2 includes a scope of work for Preliminary Services. Describe the Contractor’s ability
and past experience performing those Preliminary Services.

3.8. Contractor’s Approach to Work. Describe how the Contractor intends to work with the District’s
administration officials to perform the Services, including assistant superintendents, facilities
directors, teachers and site principals, to develop management techniques and responses related
to the unique challenges of the District’s educational program requirements.

3.9. Letters of References. Include letters of reference or testimonials, if available. Contractor
should limit letters of references or testimonials to no more than ten (10).

3.10. Schedule. Discuss the Contractor’s ability to prepare and meet achievable construction
schedules for lease-leaseback projects, Contractor’s schedule management procedures, and how
the Contractor has successfully handled potential delays.

3.11. Budget. Discuss the Contractor’s ability to manage costs and stay within budgets on comparable
projects.

3.12. Cost Savings / Value Engineering. The District is seeking a Contractor that has direct experience
and/or can demonstrate an aptitude to “value engineer” or analyze a project’s plans,
components, and features, and find more efficient and cost-effective methods or alternatives.
Describe your Contractor’s suggestions, recommendations, alternatives or other valuation determinations that the Contractor could implement on the Project.

3.13. **Local Community & Outreach.** Describe the Contractor’s involvement in the community, knowledge and understanding of the local environment, community outreach, and Contractor’s local presence. Provide a plan for implementing local outreach, including local trade contractors.

**Specialized Construction Experience.** Describe and provide examples of the Contractor’s experience and ability to perform its specialized construction activities specific to the project outlined in the RFQ/P (example: kitchen, theater, sports, etc.). Also describe the Contractor’s experience in constructing either CHPS and/or LEED certified buildings.

3.14. **Contractor’s Current Work Commitments/Project Limitations.**

3.14.1. Specify the current and projected workload of Contractor. If applicable, provide a statement of all recent, current, or anticipated contractual obligations that relate in any way to similar work for the District that may have a potential to impede Contractor’s ability to provide the Services described herein to the District.

3.14.2. Indicate Contractor’s limitation or Surety restrictions related to the size of Project that Contractor can contract for and can effectively perform.

3.15. **Compensation.** The District is not asking in this RFQ that Contractors provide a specific proposal for a Project or for a final price to construct a Project. At this time, Contractors must provide the following information only:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fee for Preliminary Services</strong> (identify in sufficient detail for evaluation) See Attachment 1 for a summary breakdown of preliminary services)</td>
<td>$</td>
</tr>
<tr>
<td>Staffing that would be part of Preliminary Services</td>
<td></td>
</tr>
<tr>
<td>Project Manager (hourly rate)</td>
<td>$</td>
</tr>
<tr>
<td>Constructability Reviewer (hourly rate)</td>
<td>$</td>
</tr>
<tr>
<td>Estimator (hourly rate)</td>
<td>$</td>
</tr>
<tr>
<td>Scheduler (hourly rate)</td>
<td>$</td>
</tr>
<tr>
<td><strong>General Conditions</strong> (identify in sufficient detail for evaluation, including all components that Contractor will include as General Conditions and not as part of subcontractors’ scope of other direct costs of work.)</td>
<td>$</td>
</tr>
<tr>
<td>Staffing that would be part of General Conditions</td>
<td></td>
</tr>
<tr>
<td>Project Executive (hourly rate)</td>
<td>$</td>
</tr>
<tr>
<td>Project Manager (hourly rate)</td>
<td>$</td>
</tr>
</tbody>
</table>
3.16. **Agreement Form.** If a Contractor has any comments or objections to the Agreement attached as hereto as Attachment 2 to this RFQ, it shall provide those comments or objections in its SOQ. PLEASE NOTE: The District will not consider any substantive changes to the form of Agreement if they are not submitted at or before the time the SOQ is due.

4. **District’s Evaluation / Best Value Selection Process.** The District shall evaluate Firms’ Responses based on a best value determination process.

4.1. **Criteria for Best Value Selection Process.** The District wishes to retain Contractors that have the financial strength, management and expertise to deliver a Project within a proposed schedule and within an established budget. The District reserves the right to choose any Contractor for any Project. The Contractor will be selected based on qualifications and demonstrated competence that include relevant experience with California public school construction, with State of California’s School Facilities Program, and a proven track record for cost-efficient and timely construction projects.

4.2. **Scoring.** The following table indicates how the District will score steps 1 – 4. The scoring and criteria for all steps are included in Attachment 3 to this RFQ. Only Firms that receive the minimum qualification points as required at each step will move to the next step.

<table>
<thead>
<tr>
<th>STEP 1: Scoring of Prequalification Questionnaire</th>
<th>Minimum qualification points required in STEP 1 for Firms to proceed to STEP 2:</th>
<th>100</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total maximum possible points at the end of STEP 1 is 134.</td>
<td></td>
</tr>
<tr>
<td>STEP 2: Scoring of SOQ</td>
<td>Minimum points required in STEP 2 for Firms to proceed to STEP 3:</td>
<td>170</td>
</tr>
<tr>
<td></td>
<td>Total combined maximum possible points at the end of STEP 2 is 220. The District will only interview Firms that have the required minimum score after STEP 2.</td>
<td></td>
</tr>
<tr>
<td>STEP 3: Scoring of Interviews</td>
<td>The District, at its discretion, may elect to forego conducting interviews. If the District conducts interviews, then the following shall apply:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Minimum qualification points required in STEP 3 to be considered for the Project:</td>
<td>75</td>
</tr>
<tr>
<td></td>
<td>Total maximum possible points from Interview is 125.</td>
<td></td>
</tr>
</tbody>
</table>
BEST VALUE DETERMINATION

If the District conducts interviews, the District shall determine the Best Value by the points from STEP 3.

If the District does not conduct interviews, the District shall determine the Best Value by the points from STEP 2.

The District’s Board shall select the Firm with the highest best value score, if it selects any Firm and announce its award, identifying the Firm to which the award is made, along with a statement regarding the basis of the award.

4.3. Notification. The District will notify Firms of their status after each Step. Firms that do not receive the required minimum qualification points from STEP 2, may request in writing a debriefing, which will be restricted to no more than two (2) persons from the Firm to have a discussion with the District staff regarding that Firm’s Response. All debriefings will take place via a conference call or an in-person meeting, at the District’s sole discretion.

4.4. During the evaluation of the Responses, contact shall only be through the individual identified in the RFQ. Firms shall neither contact nor lobby evaluators during the evaluation process. Attempts by a Firm to contact and/or influence the District may result in disqualification of that Firm.

4.5. The District reserves the right to contract with any Contractor responding to this RFQ for the Project, to reject any Response as non-responsive, and not to contract with any Contractor for the Services described herein. The District makes no representation that participation in the RFQ process will lead to an award of contract or any consideration whatsoever. The District reserves the right to seek Responses from or to contract with any Contractor not participating in this process. The District shall in no event be responsible for the cost of preparing any SOQ. The District reserves the right to adjust the structure of the Project(s) and to request a successful Contractor provide initial pricing information, fee(s) for preliminary services, general conditions, partial construction services, etc., by Project and by a phase within a Project.

4.6. All SOQs will become the property of the District and subject to the California Public Records Act, Government Code sections 6250, et seq. Those elements in an SOQ that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as “TRADE SECRET,” “CONFIDENTIAL,” or “PROPRIETARY” may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Contractor that indiscriminately identifies all or most of its SOQ as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of an SOQ marked “Confidential,” “Proprietary,” or “Trade Secret,” the Contractor agrees, by submission of its SOQ, to defend and indemnify the District from all costs and expenses, including attorneys’ fees, in any action or liability arising under the Public Records Act.
Attachment 1

POTENTIAL PROJECT(S) AND ANTICIPATED CONSTRUCTION (HARD COST) BUDGETS

PROJECT DESCRIPTION:

Chico High School and Pleasant Valley High School Stadium Renovations. Construction of entry plaza with concessions, ticket booth and restrooms; the addition of home and visitor side bleachers, score board and lights and related site work.

[LIKELY NEED A FULLER DESCRIPTION AND ANTICIPATED SCHEDULE OF THE PROJECT THAT THE DISTRICT INTENDS TO AWARD PURSUANT TO THIS RFQ/P.]

Anticipated date for start of construction: ___________ 20__,
Anticipated construction budget: $7 million.

<table>
<thead>
<tr>
<th>Preliminary Services</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Review of design documents</td>
<td>$</td>
</tr>
<tr>
<td>Value engineering</td>
<td>$</td>
</tr>
<tr>
<td>Constructability review</td>
<td>$</td>
</tr>
<tr>
<td>Budgeting</td>
<td>$</td>
</tr>
<tr>
<td>Phasing plan</td>
<td>$</td>
</tr>
<tr>
<td>Other (identify item)</td>
<td>$</td>
</tr>
<tr>
<td>Other (identify item)</td>
<td>$</td>
</tr>
</tbody>
</table>
Attachment 2

LEASE LEASEBACK AGREEMENT

[LLB CONTRACT DOCUMENTS WE PROVIDED TO THE DISTRICT.]
ATTACHMENT 3

PREQUALIFICATION APPLICATION
(This page is subject to disclosure pursuant to the California Public Records Act)

CONTACT INFORMATION:

Firm Name: ___________________________ Check One:  □ Corporation
(look here to see if it's a license)
□ Partnership
□ Sole Prop.

Contact Person: _______________________

Address: ______________________________

Phone: __________ Fax: __________ Email: __________

If firm is a sole proprietor or partnership:

Owner(s) of Company _______________________

Contractor’s License Number(s): _______________________

DIR Registration No. _______________________

Seeking Prequalification for:  □ General Contractor
□ Mechanical Subcontractor
□ Plumbing Subcontractor
□ Electrical Subcontractor
□ Other _______________________

General Contractor/Subcontractors with A, B, C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42,
C-43 and C-46 licenses must prequalify.
Contractors that successfully prequalify will be eligible to bid on any projects for which they are qualified as outlined below:

1. **Bid Limit:**

The contractor's qualified limit will be the lesser of the following (stated in U.S. currency): (a) the largest public works contract the contractor has fully performed within the last five years (as defined by the original contract price, plus additive and deductive change orders), plus 10%; or (b) the contractor's current bonding capacity (as determined by the surety with which the contractor currently has the highest bonding limit). Your accurate answers to A and B immediately below, once verified by the District, will determine your bid limit.

A. The contract price (as adjusted by change orders) of the largest public works contract your firm has fully performed in the last five years:

$__________________________ [plus] 10% = ____________________________.

B. Your firm's current maximum bonding capacity: $__________________.

Bonding Company: ________________________________________________

Contact Name: ____________________ Phone: _______________________

2. **Specific Experience Requirement:**

At least two (2) of the projects listed in Part III of this application must be K-12 or Community College projects subject to Division of the State Architect inspection and approval. This does not preclude the District from specifying in the bid documents additional prequalification requirements as may be required for a specific project.
PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Contractor will be immediately disqualified if the answer to any of questions 1 through 5 is “no.”¹

**Subcontractor: Please submit application regardless of your ability to answer “yes” to questions 4 & 5.

Contractor will be immediately disqualified if the answer to any of questions 6, 7, 8 or 9 is “yes.”²

If the answer to question 8 is “yes,” and if debarment would be the sole reason for denial of prequalification, any prequalification issued will exclude the debarment period.

1. Contractor possesses a valid and current California Contractor’s license for the project or projects for which it intends to submit a bid.
   □ Yes □ No

2. Contractor has a liability insurance policy with a policy limit of at least $1,000,000 per occurrence and $2,000,000 aggregate.
   □ Yes □ No

3. Contractor has current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.
   □ Yes □ No □ Contractor is exempt from this requirement, because it has no employees

4. Have you attached your latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information?³
   □ Yes □ No

NOTE: A financial statement that is not either reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.

5. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: (a) that your current bonding capacity is sufficient for the project for which you seek prequalification if you are seeking prequalification for a single project; or (if you are seeking prequalification valid for a year) (b) your current available bonding capacity?⁴
   □ Yes □ No

NOTE: Notarized statement must be from the surety company, not an agent or broker.

¹ A “no” answer to Question 4 will not be disqualifying if the contractor is exempt from complying with Question 4, for reasons explained in footnote 3.
² A contractor disqualified solely because of a “Yes” answer given to question 6, 7, or 9 may appeal the disqualification and provide an explanation of the relevant circumstances during the appeal procedure.
³ Public Contract Code section 20101(e) exempts from this requirement a contractor who has qualified as a small business pursuant to Government Code section 14837(d)(1), if the bid is “no more than 25 percent of the qualifying amount provided in section 14837(d)(1).” As of January 1, 2001, the qualifying amount is $10 million, and 25 percent of that amount, therefore, is $2.5 million.
⁴ An additional notarized statement from the surety may be requested by Chico Unified School District at the time of submission of a bid, if this prequalification package is submitted more than 60 days prior to submission of the bid.
6. Has your contractor's license been revoked at any time in the last five years?  
☐ Yes  ☐ No

7. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?  
☐ Yes  ☐ No

8. At the time of submitting this prequalification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.77?  
☐ Yes  ☐ No  
If the answer is “Yes,” state the beginning and ending dates of the period of debarment:

9. At any time during the last five years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?  
☐ Yes  ☐ No

*******

PART II. ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE, COMPLIANCE WITH CIVIL AND CRIMINAL LAWS

A. Current Organization and Structure of the Business

For Firms That Are Corporations:

1a. Date incorporated: _________

1b. Under the laws of what state: _________

1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten percent of the corporation's stock.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Years with Co.</th>
<th>% Ownership</th>
<th>Social Security #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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<td></td>
<td></td>
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</tr>
</tbody>
</table>

1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.  
NOTE: For this question, “owner” and “partner” refer to ownership of ten percent or more of the business, or 10 percent or more of its stock, if the business is a corporation.

<table>
<thead>
<tr>
<th>Person's Name</th>
<th>Construction Firm</th>
<th>Dates of Person's Participation with Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4
For Firms That Are Partnerships:

1a. Date of formation: __________
1b. Under the laws of what state: __________
1c. Provide all the following information for each partner who owns 10 percent or more of the firm.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Years with Co.</th>
<th>% Ownership</th>
<th>Social Security #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten percent or more of the business, or ten percent or more of its stock, if the business is a corporation.

<table>
<thead>
<tr>
<th>Person’s Name</th>
<th>Construction Company</th>
<th>Dates of Person’s Participation with Company</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For Firms That Are Sole Proprietorships:

1a. Date of commencement of business. __________
1b. Social security number of company owner __________
1c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten percent or more of the business, or ten percent or more of its stock, if the business is a corporation.

<table>
<thead>
<tr>
<th>Person’s Name</th>
<th>Construction Company</th>
<th>Dates of Person’s Participation with Company</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

For Firms That Intend to Make a Bid as Part of a Joint Venture:

1a. Date of commencement of joint venture. __________
1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

<table>
<thead>
<tr>
<th>Name of firm</th>
<th>% Ownership of Joint Venture</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5
B. History of the Business and Organizational Performance

2. Has there been any change in ownership of the firm at any time during the last three years? 
   NOTE: A corporation whose shares are publicly traded is not required to answer this question. 
   □ Yes   □ No 
   If "yes," explain on a separate signed page.

3. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm? 
   NOTE: Include information about other firms if one firm owns 50 percent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm. 
   □ Yes   □ No 
   If "yes," explain on a separate signed page.

4. Are any corporate officers, partners or owners connected to any other construction firms? 
   NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm. 
   □ Yes   □ No 
   If "yes," explain on a separate signed page.

5. State your firm's gross revenues for each of the last three years: 

6. How many years has your organization been in business in California as a contractor under your present business name and license number? ________ years

7. Is your firm currently the debtor in a bankruptcy case? 
   □ Yes   □ No 
   If "yes," please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

8. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above) 
   □ Yes   □ No 
   If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

Licenses

9. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:

________________________________________________________________________

________________________________________________________________________
10. If any of your firm’s license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.

11. Has your firm changed names or license number in the past five years?
   □ Yes    □ No
   If “yes,” explain on a separate signed page, including the reason for the change.

12. Has any owner, partner or (for corporations) officer of your firm operated a construction firm under any other name in the last five years?
   □ Yes    □ No
   If “yes,” explain on a separate signed page, including the reason for the change.

13. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?
   □ Yes    □ No
   If “yes,” please explain on a separate signed sheet.

Disputes

14. At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?
   □ Yes    □ No
   If yes, explain on a separate signed page, identifying all such projects by owner, owner’s address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

15. In the last five years has your firm, or any firm with which any of your company’s owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?
   NOTE: “Associated with” refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.
   □ Yes    □ No
   If “yes,” explain on a separate signed page. State whether the firm involved was the firm applying for prequalification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

16. In the last five years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?
   □ Yes    □ No
   If “yes,” explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.
NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about “pass-through” disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than $50,000.

17. In the past five years has any claim against your firm concerning your firm’s work on a construction project been filed in court or arbitration?
☐ Yes  ☐ No
If “yes,” on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

18. In the past five years has your firm made any claim against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?
☐ Yes  ☐ No
If “yes,” on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

19. At any time during the past five years, has any surety company made any payments on your firm’s behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm’s behalf, in connection with a construction project, either public or private?
☐ Yes  ☐ No
If “yes,” explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

20. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
☐ Yes  ☐ No
If “yes,” explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.

Criminal Matters and Related Civil Suits

21. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?
☐ Yes  ☐ No
If “yes,” explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

22. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?
☐ Yes  ☐ No
If “yes,” explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.
23. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes  ☐ No

If "yes," identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

Bonding

24. Bonding capacity: Provide documentation from your surety identifying the following:

Name of bonding company/surety:

Name of surety agent, address and telephone number:

25. If your firm was required to pay a premium of more than one percent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one percent, if you wish to do so.

26. List all other sureties (name and full address) that have written bonds for your firm during the last five years, including the dates during which each wrote the bonds:

27. During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

☐ Yes  ☐ No

If yes, provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

C. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

28. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

☐ Yes  ☐ No

If "yes," attached a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.
29. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?
   NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.
   ☐ Yes   ☐ No
   If “yes,” attach a separate signed page describing each citation.

30. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?
   NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.
   ☐ Yes   ☐ No
   If “yes,” attach a separate signed page describing each citation.

31. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

32. List your firm’s Experience Modification Rate (EMR) (California Workers’ Compensation Insurance) for each of the past three premium years:
   NOTE: An Experience Modification Rate is issued to your firm annually by your workers’ compensation insurance carrier.
   Current year: __________
   Previous year: __________
   Year prior to previous year: __________
   If your EMR for any of these three years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

33. Within the last five years has there ever been a period when your firm had employees but was without workers’ compensation insurance or state-approved self-insurance?
   ☐ Yes   ☐ No
   If “yes,” please explain the reason for the absence of workers’ compensation insurance on a separate signed page.
   If “No,” please provide a statement by your current workers’ compensation insurance carrier that verifies periods of workers’ compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers’ compensation insurance carrier verifying continuous workers’ compensation insurance coverage for the period that your firm has been in the construction business.)

Prevailing Wage and Apprenticeship Compliance Record

34. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm’s failure to comply with the state’s prevailing wage laws?

   NOTE: This question refers only to your own firm’s violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.
   ☐ Yes   ☐ No
   If “yes,” attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.
35. During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements?  
☐ Yes  ☐ No  
If "yes," attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

36. Provide the name, address and telephone number of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by Chico Unified School District.

________________________________________

________________________________________

37. If your firm operates its own State-approved apprenticeship program:

(a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year.

(b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).

(c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

________________________________________

________________________________________

38. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?  
NOTE: You may omit reference to any incident that occurred prior to January 1, 1998, if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor's violation at the time they occurred.  
☐ Yes  ☐ No  
If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision(s).
PART III. RECENT CONSTRUCTION PROJECTS COMPLETED

39. Contractor shall provide information about its six most recently completed public works projects and its three largest completed private projects within the last three years.\(^5\) Names and references must be current and verifiable. Use separate sheets of paper that contain all of the following information:

Project Name: __________________________________________

Location: __________________________________________

Owner: __________________________________________

Owner Contact (name and current phone number): __________________________________________

Architect or Engineer Contact (name and current phone number): ______________________________

Construction Manager (name and current phone number): ______________________________________

Description of Project, Scope of Work Performed:

____________________________________________________________________________________

____________________________________________________________________________________

Total Value of Construction (including change orders): ______________________________

Original Scheduled Completion Date: ______________________________

Time Extensions Granted (number of days): ______________________________

Actual Date of Completion: ______________________________

******

I, the undersigned, certify and declare that I have read all the foregoing answers to this prequalification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Dated: ___________________________ Name: ______________________________________

---

\(^5\) If you wish, you may, using the same format, also provide information about other projects that you have completed that are similar to the project(s) for which you expect to bid.
**Attachment 4**

**DISTRICT’S SCORING OF BEST VALUE SELECTION PROCESS FOR CONTRACTORS**

**STEP 1 – PREQUALIFICATION SCORING**

1. Confirm Firm has passing answers for the “Pass/Fail Questions.”

2. Confirm Firm has submitted the required financial statements. If not, notify Firm in writing that its Proposal is non-responsive for failing to include the required financial statements.

3. Score the “Evaluated Questions.”

<table>
<thead>
<tr>
<th>Topic/Question</th>
<th>Scoring &amp; Max. Poss. Score</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>6. Years in business</td>
<td>3=2, 4=3, 5=4, 6+=5</td>
<td>5</td>
</tr>
<tr>
<td>7. Current Bankruptcy</td>
<td>No = 3 points; Yes = 0 points</td>
<td>3</td>
</tr>
<tr>
<td>8. Bankruptcy w/in 5 years</td>
<td>No = 3 points; Yes = 0 points</td>
<td>3</td>
</tr>
<tr>
<td>13. CSLB Suspension</td>
<td>No = 5 points; Yes = 0 points</td>
<td>5</td>
</tr>
<tr>
<td>14. Liquidated Damages</td>
<td>No = 5 points; Yes (2)= 3 points</td>
<td>5</td>
</tr>
<tr>
<td>15. Disqualified from bidding w/in 5 years</td>
<td>No = 5 points; Yes = 0 points</td>
<td>5</td>
</tr>
<tr>
<td>16. Unresponsive bidder</td>
<td>No = 5 points; Yes = 0 points</td>
<td>5</td>
</tr>
<tr>
<td>17. Claim against firm w/in 5 years</td>
<td>0-1 instances=5, 2=3, 3+=0</td>
<td>5</td>
</tr>
<tr>
<td>18. Claim against owner w/in 5 years</td>
<td>0-1 instances=5, 2=3, 3+=0</td>
<td>5</td>
</tr>
<tr>
<td>19. Surety payments w/in 5 years</td>
<td>0-1=5, 2=3, minus 5 for more than 2 claims</td>
<td>5</td>
</tr>
<tr>
<td>20. Insurance Non-Renewal w/in 5 years</td>
<td>0-1=5, 2=3, 3+=0</td>
<td>5</td>
</tr>
<tr>
<td>21. Found Liable in court</td>
<td>No = 5 points; Yes = -5points</td>
<td>5</td>
</tr>
<tr>
<td>22. Crime Conviction related to construction</td>
<td>No = 5 points; Yes = -5 points</td>
<td>5</td>
</tr>
<tr>
<td>23. Convictions of firm or officers</td>
<td>Yes = -5 points; No = 5 points</td>
<td>5</td>
</tr>
<tr>
<td>25. Bond Premiums</td>
<td>&lt;1%=5, &lt;1.1%=3, &gt;1.1=0</td>
<td>5</td>
</tr>
<tr>
<td>27. Bond Coverage denied or without w/in 5 years</td>
<td>Yes = 0 points; No = 5 points</td>
<td>5</td>
</tr>
<tr>
<td>28. CAL OSHA</td>
<td>0-1 instance=5, 2=3, 3+=0</td>
<td>5</td>
</tr>
<tr>
<td>29. Federal OSHA</td>
<td>0-1 instances=5, 2=3, 3+=0</td>
<td>5</td>
</tr>
<tr>
<td>30. EPA or Air Quality</td>
<td>0-1 instances=5, 2=3, 3+=0</td>
<td>5</td>
</tr>
<tr>
<td>31. Safety meetings</td>
<td>1 per week or greater=3, anything else=0</td>
<td>3</td>
</tr>
<tr>
<td>32. EMR</td>
<td>.95 EMR or less for 3 years=5, .95-1.00=3, anything else=0</td>
<td>5</td>
</tr>
<tr>
<td>33. Worker’s Compensation</td>
<td>0-1 instances=5, 2+=0</td>
<td>5</td>
</tr>
<tr>
<td>34. Back Wages</td>
<td>0-2 instances=5, 3=3, 4+=0</td>
<td>5</td>
</tr>
</tbody>
</table>
### STEP 2 – SOQ SCORING

The following scoring will be used in evaluating the Firm’s SOQ responses to the following criteria, which will be determined by review all portions of the SOQ, including the “Content of SOQs” section of the RFQ.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Maximum Qualification Points</th>
<th>Firm’s Qualification Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Compensation</td>
<td>Firm’s Compensation information provided is competitive and within the District’s past experience for compensation for similar construction projects.</td>
<td>40</td>
<td></td>
</tr>
<tr>
<td>2. Personnel / Subconsultants</td>
<td>Firm’s team members, especially team leaders, demonstrate applicable experience and expertise to perform Services.</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>3. LLB Projects</td>
<td>Firm demonstrates past experience and expertise with LLB process.</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>4. Preliminary Services</td>
<td>Firm demonstrates past experience and expertise to perform all Preliminary Services.</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>5. Cost Savings / Value Engineering</td>
<td>Firm demonstrates past experience and expertise to perform value engineering services for the Project.</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>6. Budget</td>
<td>Firm demonstrates past experience and expertise to manage costs and stay within budgets on LLB projects.</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>7. Schedule</td>
<td>Firm demonstrates ability on LLB projects to prepare and meet achievable construction schedules schedule management procedures, and successful handling of potential delays.</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>8. Local Community / Outreach</td>
<td>Firm demonstrates involvement in community and efforts at community and local outreach and compliance with the District’s Local Hiring Procedures.</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>9. Approach to Work</td>
<td>Firm demonstrates how it intends to work with the District and develop management techniques related to the District’s project goals.</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>10. Special Construction</td>
<td>Firm indicates its past experience performing specialized construction specific to project outlined in this RFQ/P</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>11. Current Work Commitments</td>
<td>Firm describes current and projected workload.</td>
<td>5</td>
<td></td>
</tr>
</tbody>
</table>

**Total Score** 220
**STEP 3 – INTERVIEW SCORING**

Firms meeting or exceeding the minimum total qualification points through Step 2 will be invited to interview with the District. The subject matter for the interview will be at the District’s discretion but shall include, at a minimum, the following topics.

<table>
<thead>
<tr>
<th>Item</th>
<th>Maximum Qualification Points</th>
<th>Qualification Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Past Projects/Experience: Firm’s articulation of Firm’s history, education, and background; Firm’s experiences working with similar, past projects; issues faced and how addressed (i.e. claims, bonding/surety involvement, owner relations, citations, etc.); and questions, concerns, and highlights from the SOQ.</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>2. Personnel/Leadership: Firm’s articulation of its Project-designated personnel, leadership, subcontractor relations, apprenticeship program, etc.</td>
<td>35</td>
<td></td>
</tr>
<tr>
<td>3. Current Project: Firm’s articulation of how it will construct the Project, its ideas related to constructability, and other construction-specific ideas, concerns, or related issues (i.e. schedules, budgets, subcontractor selection, etc.).</td>
<td>35</td>
<td></td>
</tr>
<tr>
<td>4. Overall Ability and General Suitability: Firm’s articulation of its overall skills, ability to complete the Project, and general suitability for the District’s purposes (i.e. implementation of District policies and procedures, compliance with District Programs, political atmosphere, additional information, etc.)</td>
<td>25</td>
<td></td>
</tr>
</tbody>
</table>

**SUBTOTAL QUALIFICATION POINTS FROM STEP 3**

| SUBTOTAL QUALIFICATION POINTS FROM STEP 3 | 125 |
Attachment 5

SUBCONTRACTOR PROCUREMENT PROCESS
(CONTRACTORS MUST FOLLOW)

(Low Bid Only)

Bidding for Subcontractor Work. Each request for proposal ("RFP") that is later issued by the District shall require each Contractor to prequalify some or all subcontractors and shall comply with the requirements for the procurement of Subcontractors set forth in Education Code section 17406 and as further detailed in each RFP. The Subcontractor procurement process will be adapted by the District as needed for each Project. The Subcontractor procurement process may be one or a combination of the following processes:

- **One Step Process of Low-Bid.** The RFP may ask for a lump-sum cost for the project and the District will select the Contractor on a low-bid basis, a best-value basis, or a combination of both. All Contractors’ subcontractors in excess of 3% of 1% of that lump sum cost shall be identified in the Contractors’ proposals, shall be awarded on a low bid basis, and shall be afforded the protections of the Subletting and Subcontracting Fair Practices Act. (Public Contract Code § 4100, et seq.).

- **Two-Step Process of Low-Bid.**

  **Step 1.** The RFP may ask Contractors to provide (1) some initial pricing information (e.g., fee for preliminary services, general conditions, partial construction services, etc.) and (2) some subcontractors be identified in the proposal. The District will select the Contractor on a low-bid basis, a best-value basis, or a combination of both.

  **Step 2.** The selected Contractor, when directed later by the District, shall provide a final lump sum guaranteed project cost and will award subcontracts on a low-bid basis.

The Contractors shall provide notice of bidding for all subcontractors “in accordance with the publication requirements applicable to the District’s competitive selection process.” The District intends to work with the Contractors for each Project to issue an advertisement to solicit subcontractors in compliance with statutory requirements and the District’s process.
AGENDA ITEM: Measure K Charter School Facilities Committee ~ Resolution 1375-17 and Bylaws

Prepared by: Kevin Bultema, Assistant Superintendent

☐ Consent  Board Date  March 1, 2017

☐ Information Only

☒ Discussion/Action

Background Information
Chico Unified School District (CUSD) was successful at elections conducted on November 8, 2016, in obtaining authorization from the District's voters to issue up to $152 million in general obligation bonds ("Measure K"). The resolution calling for the election included language allocating 15.34% of Measure K bond proceeds to be made available to pay the costs of financed facilities for charter schools serving in-district students. The resolution also included language that the CUSD Board will consider recommendations of a special committee established by the District and comprised of a majority of representatives of the charter schools within the district's boundaries regarding expenditure of the bond proceeds for financed facilities for charter schools. The attached resolution establishes the Measure K Charter School Facility Committee (CSFC) and includes the committee by-laws.

Educational Implications
The proper accounting, reporting and use of the District's financial resources supports high quality and broad based educational programs for the students of the Chico Unified School District.

Fiscal Implications
No impact to the General Fund.

Recommendation
Administration recommends the Board approve Resolution 1375-17 creating the Measure K Charter Facilities Committee including its by-laws.
Resolution No. 1375-17
Establishing Measure K Charter Facilities Committee and
Adopting Bylaws for the Measure K Charter Facilities Committee

WHEREAS, the Chico Unified School District ("District"), through this Governing Board of the District, submitted to the voters of the District pursuant to Article XIII A, Section 1(b) of the California Constitution and California Education Code section 15264, a general obligation bond proposal in the amount of up to one hundred fifty-two million dollars ($152,000,000) for the election held on November 8, 2016; and

WHEREAS, an election was conducted pursuant to Article XIII A, Section 1(b)(3) of the California Constitution, which allows a fifty-five percent (55%) majority to pass the bond ("Proposition 39"); and

WHEREAS, the District was successful at the elections conducted on November 8, 2016, in obtaining authorization from the District’s voters to issue and sell bonds of up to one hundred fifty-two million dollars ($152,000,000) (referred to as "Measure K"); and

WHEREAS, more than fifty-five percent (55%) of the votes cast in connection with Measure K were in favor of issuing the aforementioned bonds; and

WHEREAS, the District adopted Resolution No. 1342-16 stating 15.34% of the Bond proceeds shall be available to pay the costs of finance facilities for charter schools serving in-district students; and

WHEREAS, the District Governing Board adopted No. 1342-16 ordering the election for Measure K and included in the Part III of the resolution it reads “The Board of Education shall consider recommendations of a special committee establish by the District and comprised of a majority of representatives of the charter schools within the district’s boundaries regarding expenditure of the bond proceeds for financed facilities for charter schools”; and

WHEREAS, this Governing Board of the District hereby wishes to establish the Measure K Charter Facilities Committee, a special committee, in connection with issuance of bonds under Measure K; and

WHEREAS, this Governing Board of the District wishes to adopt bylaws for the Measure K Charter Facilities Committee.

NOW, THEREFORE, BE IT RESOLVED, for good and sufficient cause based on the entire record of proceedings, the Chico Unified School District Board of Trustees ("Board") hereby resolves, determines, and finds the following:

Section 1. That the foregoing recitals are true.

Section 2. The Measure K Charter Facilities Committee, a special committee of the Chico Unified School District Board of Trustees, is hereby established as required by resolution No. 1342 (Measure K)

Section 3. The Board approves the Bylaws for the Measure K Charter Facilities Committee attached hereto as Exhibit A, and incorporated herein by this reference.

Section 4. The Measure K Charter Facilities Committee shall operate pursuant to the Board-approved Bylaws attached hereto as Exhibit A.
PASSED AND ADOPTED by the Governing Board of the Chico Unified School District on March 1, 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

President, Board of Education
Chico Unified School District

Clerk, Board of Education
Chico Unified School District
Exhibit A
Measure K Charter School Facility Committee Bylaws
March 1, 2017

1. COMMITTEE ESTABLISHMENT
   A. The Chico Unified School District (the "District") was successful at the election conducted on
      November 8, 2016 (the "Bond Election") in obtaining authorization from the District voters to issue
      up to $152,000,000 in general obligation bonds; 15.34% is designated to Charter Schools within
      Chico Unified School District boundaries ("Measure K"). The election was conducted under
      Proposition 39, being chartered as the Strict Accountability in Local School Construction Bonds Act
      of 2000, at Section 15264 et seq. of the Education Code of the State ("Prop 39"). The Board of
      Education of the Chico Unified School District (the "Board"), by Board Resolution, hereby
      establishes the Chico Unified School District Charter School Facility Committee (the "Committee")
      on March 1, 2017. The Committee shall have the duties and rights set forth in these Bylaws. The
      Committee does not have legal capacity independent from the District.

2. PURPOSES
   A. The Committee is charged with and empowered to evaluate the facility needs and options of the
      Charter Schools operating within the Chico Unified School District boundaries and to make
      recommendations on behalf of the Charter School community for the expenditure of bond
      proceeds allocated for Charter Schools, including the acquisition of new facilities, and the
      construction, reconstruction and/or modification of new or existing school facilities, as permitted by
      law and as stated in Measure K ballot language.

   B. The Committee may also review the facilities-related policies and practices of the District under
      Education Code section 47614 and may recommend changes or additional policies or procedures
      that it believes would facilitate use of bond proceeds on behalf of Charter Schools to meet the
      Charter Schools’ facility needs.

3. DUTIES
   A. Develop guidelines and a process to recommend efficient and effective use of Measure K bond
      funds allocated to charter school facility projects.

   B. Analyze, evaluate and recommend any necessary modification of the District’s facilities policies that
      represent barriers to Charter Schools operating within District boundaries.

   C. Submit recommendations for use of Measure K bond funds to District administration so projects can
      be placed on a District board meeting agenda for approval by the Board before any charter facility
      projects begin.

4. MEMBERSHIP
   A. NUMBER: The Committee shall consist of nine (9) members and (9) alternate members,
      representing each of the Charter Schools within the Chico Unified boundaries. The District
      Superintendent or designee will submit potential members to the District Board of Trustees for
      approval. Alternate members shall only serve in the event the member is temporarily unable to
      fulfill their duties.
B. **COMPOSITION:** A representative may be a board member, employee, parent, community member, or an individual with expertise, knowledge or background related to charter school operations/facilities.

5. **TERM**
   A. Committee members will serve continuously at the request of the charter school they represent and as approved by the District board.

6. **REMOVAL; VACANCY:** A charter school may remove their own Committee member for any cause, including but not limited to failure to attend two (2) consecutive regular Committee meetings without reasonable excuse, being absent for more than fifty percent (50%) of the regular Committee meetings without reasonable excuse in a term year, being absent from regular Committee meetings more than four (4) times without reasonable excuse in a term year, or for failure to comply with the provisions of these Bylaws. The District Board may also remove any committee member at the Board’s sole discretion.

7. **COMPENSATION:** The Committee members shall receive no compensation for their services.

8. **AUTHORITY OF THE MEMBERS:** Individual members of the Committee shall not have the authority to direct staff of the District. Individual members of the Committee retain the right to address the Board, either as an individual, or on behalf of the Committee when so directed or authorized by the Committee.

9. **OFFICERS:** The Committee shall, by a majority vote, select the following positions at a meeting to be held annually at the last regularly scheduled meeting of the calendar year.
   A. The Committee shall elect a Chairperson and a Vice-Chairperson/Secretary who shall act as Chairperson in the Chairperson’s absence.
   B. The Committee Chairperson shall be elected annually and may serve no more than two (2) consecutive one (1) year terms.
   C. The Chairperson shall be responsible for organizing the meetings of the committee including developing and posting agendas, ensuring minutes of the meetings are taken and made available for public viewing, and conducting the meetings using the 10th edition of Roberts Rules of Order as a guideline.

10. **MEETINGS OF THE COMMITTEE**
    A. **BROWN ACT:** The Committee shall be subject to the Ralph M. Brown Public Meetings Act of the State of California, and shall conduct its meetings in accordance with the provisions thereof.
    B. **REGULAR MEETINGS:** The Committee shall establish a schedule for the date and time of regular meetings to be held no more than monthly unless a specific need is agreed to by the majority of the Committee.
    C. **DOCUMENTATION:** The committee shall provide agendas for public viewing and minutes to the meetings subject to the Ralph M. Brown Public Meetings Act of the State of California.
    D. **LOCATION:** All Committee meetings shall be held where noticed, within the jurisdictional boundaries of the Chico Unified School District.
E. Quorum: Except as provided herein, a majority of the number of Committee members shall constitute a quorum for the transaction of any business, discussion, or action except adjournment. Except as provided herein, action of the Committee shall be by a majority vote of the Committee members. In regards to the Committee, a quorum constitutes five (5) members present out of the total nine (9) members. For an action to be approved by the committee, a majority of the members, five (5), need to vote in favor of an agenda item.

11. PROCEDURES
   A. All meetings of the Committee or any standing Committee established to conduct business on behalf of the Committee will operate in compliance with the Brown Act.

   B. The rules contained in the 10th edition of Robert’s Rules of Order shall serve as a guide to the conduct of meetings when applicable, and when not inconsistent with these Bylaws.

12. DISTRICT SUPPORT.
   A. The District shall provide to the Committee necessary technical and administrative assistance as needed, including:
      i. Posting of public notices as required by the Brown Act, ensuring that all notices to the public are provided in the same manner as notices regarding meetings of the District Board;
      ii. Provision of a meeting room if requested, including any necessary audio/visual equipment;
      iii. Preparation and copies of any documentary meeting materials, such as agendas and reports;
      iv. Retention of all Committee records, and providing public access to such records on an Internet website maintained by the Board.
      v. District staff shall make reasonable efforts to attend Committee and Subcommittee meetings as appropriate to report on the status of projects and the expenditures of bond proceeds.
      vi. District staff shall provide information, as needed, to facilitate the work of the Committee.

13. TRANSPARENCY: The Committee shall strive to achieve the highest level of transparency to ensure accountability and provide information to the taxpayers within the boundaries of the Chico Unified School District.

14. AMENDMENT OF BYLAWS: The Committee may submit recommendations for revisions to these Bylaws to the District Board of Trustees for their approval. Adoption and any amendment to these Bylaws shall be approved by majority vote of the District Board, with only one reading necessary.

15. TERMINATION: The Committee shall automatically terminate and disband when all Charter School projects funded by the allocation of Measure K bond proceeds to charter schools are completed.
AGENDA ITEM: 2016-17 2nd Interim Budget

Prepared by: Kevin Bul tema – Assistant Superintendent, Business Services

☐ Consent  Board Date March 1, 2017

☐ Information Only

☐ Discussion/Action

Background Information

Chico Unified School District (CUSD) is required to submit two interim budget reports during the fiscal year and certify, on the basis of the interim report and any additional financial information known, whether the district will be able to meet its financial obligations for the remainder of the fiscal year and for two subsequent fiscal years. The 2nd Interim Budget represents adjustments to the 2016-17 1st Interim Budget. It also represents actual revenues and expenditures received or incurred from July 1, 2016 through January 31, 2017.

Educational Implications

The proper accounting, reporting, and use of the district’s financial resources supports high quality and broad based educational programs for the students of the Chico Unified School District.

Fiscal Implications

The 2016-17 2nd Interim Budget estimates a negative change in fund balance of $-2,254,700 for unrestricted programs and a negative change of $-3,002,824 in restricted programs. These negative changes in fund balance are due largely to the spending of prior year carryover dollars including 2015-16 One-time Funding.

CUSD’s ending general fund balance for both unrestricted and restricted programs is projected to be $17,919,458 as of June 30, 2017. The unrestricted ending balance is estimated to be $16,393,942 and the restricted ending fund balance estimated is $1,525,516.

The Multi-Year Projection (MYP) currently shows the district will meet its economic reserve requirement of $4,231,321 in the current year and subsequent two years. Thus, the 2016-17 2nd Interim Budget meets the definition of a “Positive” certification.

*A detailed report of the 2016-17 2nd Interim Budget will be presented at the board meeting.
AGENDA ITEM: Expenditures and Purchases - Policies & Practices Presentation

Prepared by: Kevin Bulterman – Assistant Superintendent, Business Services

☐ Consent

☐ Information Only

☐ Discussion/Action

Board Date March 1, 2017

Background Information

Chico Unified School District (CUSD) utilizes various purchasing processes authorized by education code and board policy. Administration is providing information on the policies and practices related to expenditures to ensure the appropriate review, authorization and use of public resources. The attached presentation will be reviewed with the board.

Educational Implications

The proper accounting, reporting, and use of the district's financial resources supports high quality and broad based educational programs for the students of the Chico Unified School District.

Fiscal Implications

Proper accounting controls and procedures correctly implementing board policies ensure the public's resources are used appropriately for the education program at CUSD.
Chico Unified School District

Expenditures and Purchases
Policies & Practices
Presentation

Board of Trustees

Eileen Robinson
President

Gary Louis Apple
Clerk

Elizabeth Griffin
Member

Linda Hovey
Member

Kelly Stailey
Superintendent

Kevin Bulleina
Assistant Superintendent, Business Services

Chico Unified School District
Expenditures and Purchases
PRE-APPROVAL ITEMS – Board Action Required BEFORE Expenditure

District Budget
• Board Policy 3100 Budget:
  ➢ Budget Development and Adoption Process: “The Board shall hold a public hearing on the proposed budget in accordance with Education Code 42103 and 42127.” “The Board shall adopt the district budget on or before July 1 of each year. (Education Code 42127)”

• CUSD submits the Budget for public hearing at the first June Board Meeting and adoption at the second June Board Meeting
Independent Contractor Agreements (All)

- Board Policy 3600 Consultants/Independent Contractor
  - Consultants/Independent Contractor: "All consultant/independent contractor contracts shall be brought to the Board for approval."
  - Independent Contractors do not have a business license and use their social security number for tax identification.

Purchases Over $50,000

- Board Policy 3300 Expenditures and Purchases
  - Expenditure Authority: The Superintendent or designee may authorize an expenditure which exceeds the budget classification allowance against which the expenditure is the proper charge only if an amount sufficient to cover the purchase is available in the budget for transfer by the Board.

- Signing Limits
  - Superintendent: $50,000
  - Assistant Superintendents: $25,000
  - Directors: $10,000
  - Principals: $5,000
Contracts (All)

- **Board Policy 3312 Contracts**
  - Contracts: “The Board may, by a majority vote, delegate to the Superintendent or designee the authority to enter into contracts on behalf of the district. To be valid or to constitute an enforceable obligation against the district, all such contracts must be approved and/or ratified by the Board.” “Every contract entered into on behalf of the district shall be made available for public inspection, except when the law prohibits disclosure. No contract shall prohibit a district employee from disparaging the goods or services of any contracting party.”

Contracts (All) – Ed Code

EDUCATION CODE - EDC
TITLE 1 (GENERAL EDUCATION CODE) [33000-34997] (Education Code 33000, Ch. 110)
DIVISION 5 (GENERAL EDUCATION CODE) [35000-39997] (Education Code 35000, Ch. 311)
PART 185. SCHOOL CONTRACTS [38010-38110] (Part 185, Education Code 38010, Ch. 181, Sec. 31)
CHAPTER 6. PROPERTY MAINTENANCE AND CONTROL [38350-38800] (Chapter 6, Education Code 38350, Ch. 277, Sec. 8)

ARTICLE 2. Commissions [38440-38700] (Chapter 2, Education Code 38440, Ch. 277, Sec. 8)

38440. If a majority of the board delegates authority to a member or agent of the district to make or enter into a contract, the delegate may enter into the contract on behalf of the district. The authority so delegated shall be limited to the amount of money so delegated. The contract shall be entered into in accordance with the terms and conditions of the contract. The contract shall be subject to the approval of the board. The contract shall also provide for the payment of all expenses incurred in connection with the contract.

However, if the contract includes a penalty or liquidated damages, the amount of the penalty or liquidated damages shall be limited to the amount of money so delegated. The contract shall also provide for the payment of all expenses incurred in connection with the contract.

Effective date: January 1, 1987.
Accounts Payable Warrants
- Board Policy 3300 Expenditures and Purchases:
  - Expenditure Authority: "The Board shall review all transactions entered into by the Superintendent or designee on behalf of the Board every 60 days. (Education Code 17605)"
  - CUSD issues the Accounts Payable Warrant at each monthly Regular Board Meeting.
- Encompasses all expenditures including travel, conferences, goods and supplies

CalCard
- Board Policy 3300 Expenditures and Purchases
- Intended use: travel, conferences, and purchases less than $500

Reimbursements
- Board Policy 3300 Expenditures and Purchases
- For "Pre-approved" non-travel purchases under $250

Petty Cash
- Administrative Regulation (AR) 3300 Expenditures and Purchases
- District Office Only
- Small, miscellaneous expenditures
- $200 in cash box
Purchase Orders – Purchases under $50,000
- Pre-approval for expenditure
- Board Policy 3300 Expenditures and Purchases
- Intended use: supplies, goods, and required expenses
  - CUSD Accounts with School Discounts: Amazon, Office Depot, Lowe’s
  - Purchase Orders: for all fixed expenses with vendors that accept PO processing.
  - Expenditures Over $50,000: exceeds CUSD signing authority and is presented to the Board for approval
- Workflow in Escape Financial System with Online routing and approvals - PAPERLESS

QUESTIONS?
AGENDA ITEM:  Board Policy 3320 Claims and Actions Against the District ~ Update

Prepared by:  Kevin Bultema – Assistant Superintendent, Business Services

☐ Consent  Board Date  March 1, 2017

☐ Information Only

☒ Discussion/Action

Background Information
Chico Unified School District (CUSD) updates board policies on a regular basis to comply with changes in law. CUSD uses the services of the California School Boards Association (CSBA) to provide recommendations for changes in policy and administrative regulations to ensure the district is in compliance with the law. Board Policy 3320 language has been provided by Northern California Schools Insurance Group to ensure insurance processes are properly met and lower liability potential.

Educational Implications
The proper accounting, reporting, and use of the district's financial resources supports high quality and broad based educational programs for the students of the Chico Unified School District.

Fiscal Implications
The only change in operations will be to bring settlement claims exceeding $10,000 to the Board for approval.

Recommendation
It is recommended that the Board adopt the changes to Board Policy #3320 – Claims and Actions Against the District to confirm approval method.
CLAIMS AND ACTIONS AGAINST THE DISTRICT

Claims in excess of $10,000 and all claims for money or damages against the District must be presented to and acted upon in accordance with Governing Board Policy 3320 and Administrative Regulation 3320 which have been adopted by the Governing Board pursuant to Government Code Section 935. Compliance with these District Claim Procedures is a prerequisite to any court action, including specifically those claims excepted by Government Code Section 905, unless the claim is governed by statutes or regulations which expressly relieve the claimant from the obligation to comply with this policy and the claims procedures set forth in the Government Code.

The Governing Board intends that the district's operations minimize risk, protect district resources, and promote the safety of students, staff, and the public. Any and all claims for money or damages against the district shall be presented to and acted upon in accordance with law, Board policy and administrative regulation as well as the district's Joint Powers Authority (JPA) agreement or insurance coverage.

(cf. 3530 - Risk Management/Insurance)
(cf. 5143 - Insurance)

Claims for money or damages not governed by the Government Claims Act (Government Code 810-996.6) or excepted by Government Code 905 shall be presented consistent with the manner and time limitations in the Government Claims Act, unless a procedure for processing such claims is otherwise provided by state or federal law.

The Board delegates to the Superintendent the authority to allow, compromise, or settle claims of $25,000 or less pursuant to any conditions of coverage in the district's JPA agreement or insurance. (Government Code 935.4)

This policy is intended to apply retroactively to any existing causes of action and/or claims for money and/or damages.

Roster of Public Agencies
The Superintendent or designee shall file the information required for the Roster of Public Agencies with the Secretary of State and the County Clerk. Any changes to such information shall be filed within 10 days after the change has occurred. (Government Code 53051)

This information shall include the name of the school district, the mailing address of the Board, and the names and addresses of the Board presiding officer, the Board clerk or secretary, and other members of the Board. (Government Code 53051)

Legal Reference:
EDUCATION CODE
35200 Liability for debts and contracts
35202 Claims against districts; applicability of Government Code
340.1 Damages suffered as result of childhood sexual abuse
GOVERNMENT CODE
800 Cost in civil actions
935 Authority to enact local claims procedure
810-996.6 Claims and actions against public entities
6500-6536 Joint exercise of powers
53051 Information filed with secretary of state and county clerk
PENAL CODE
72 Fraudulent claims
COURT DECISIONS

Policy Adopted: 01/17/07; 10/14/09; 09/01/10; 12/14/16
City of Stockton v. Superior Court, (2007) 42 Cal. 4th 730
State of California v. Superior Court (Boddey) (2004) 32 Cal.4th 1234

Management Resources:
WEB SITES
California Secretary of State's Office: http://www.sos.ca.gov
AGENDA ITEM: Resolution 1373-17, Release/Non-Reelection of Temporary (including “Probationary 0”) Certificated Employees

Prepared by: Jim Hanlon, Assistant Superintendent, Human Resources

☐ Consent

☐ Information Only

☒ Discussion/Action

Board Date March 1, 2017

Background Information
Each year the District employs “temporary” certificated staff. Certificated staff members can be employed under this “temporary” status for various reasons per Education Code including short term positions, long term positions based on the need for additional employees because of leave or illness of another employee and for categorically funded programs. Per Education Code 44954, the District is required to notify such “temporary” certificated staff members on or before March 15 if they are to be released or non-relected at the end of the current school year. Approving this resolution will initiate the process of notifying all such “temporary” certificated staff members that their services will not be needed after the end of the current school year.

Educational Implications
This will provide the District with needed flexibility to staff appropriately for the 2017/18 school year given variables such as staff returning from a leaves of absence and adjustments needed for changes in enrollment and funding.

Fiscal Implications
Unknown at this point as many of these positions may be filled next school year but this provides needed flexibility for current certificated staff returning from leave and any enrollment and funding changes.
CHICO UNIFIED SCHOOL DISTRICT

Resolution 1373-17

Release/Non-Reelection of Temporary (including “Probationary 0”)
Certificated Employees

WHEREAS, Education Code section 44954(b) requires that the governing board shall notify a temporary employee, in a position requiring certification qualifications, of the decision to release/non-reelect the employee from such a position for the next succeeding school year; and

WHEREAS, certain employees hired in a temporary capacity by the District may retain certain employment protections even though these employees are unable to accrue permanent status in the manner of probationary employees (such employees are otherwise referred to as having “Probationary 0” status).

NOW, THEREFORE, BE IT RESOLVED by the Board that:

1. The employees listed by employee number in Exhibit “A” are temporary employees of the District employed in a position requiring certificated qualifications (including “Probationary 0” employees who are providing a service which have been eliminated or reduced for the 2017/18 school year) and each such employee shall be released/non-reelected at the end of the 2016/17 school year for the 2017/18 school year.

2. The Superintendent, or designee, is authorized and directed to give notice to each affected employee of this decision. Notice shall be given:

   a. in the manner required by law; and
   b. in conformity with the mandated timeline.

THIS RESOLUTION was passed and adopted by the Board at a meeting held on the 1st day of March 2017, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Signed and approved by me after its passage.

President - Board of Education

ATTEST:

Clerk - Board of Education
EXHIBIT “A”
TO RESOLUTION 1373-17

TEMPORARY (including “Probationary 0”)
CERTIFICATED EMPLOYEES (LISTED BY EMPLOYEE #)
TO BE RELEASED/NON-REELECTED

Employee ID
10661
AGENDA ITEM: Resolution 1374-17, Non-Reelection of Probationary Certificated Employees

Prepared by: Jim Hanlon, Assistant Superintendent, Human Resources

☐ Consent

☐ Information Only

☒ Discussion/Action

Board Date March 1, 2017

Background Information
Per Education Code 44929, school districts are able to non-reelect probationary certificated staff without cause during their probationary period. The District is choosing to non-reelect some probationary certificated employees at this time. They will be provided with appropriate notification prior to March 15th. These employees will serve in their current capacities for the remainder of the 2016/17 school year.

Educational Implications
None.

Fiscal Implications
Little if any, as the positions will likely be filled next school year.
WHEREAS, California Education Code section 44929.21(b) provides that a certificated employee shall be notified, on or before March 15 of the employee’s second complete consecutive school year of probationary employment, of the decision to reelect or not reelect the employee for the next succeeding school year.

NOW, THEREFORE, BE IT RESOLVED by the Board that:

1. The employees listed by employee number on Exhibit “A” were employed by the District as probationary certificated employees for the 2016/17 school year and shall not be reelected as certificated employees of the District for the coming 2017/18 school year.

2. The Superintendent, or designee, is authorized and directed to give notice to each affected employee of this decision. Notice shall be given:
   a. in the manner required by law; and
   b. in conformity with the mandated timeline.

THIS RESOLUTION was passed and adopted by the Board at a regular meeting held on the 1st day of March 2017, by the following roll call vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  

Signed and approved by me after its passage.

President - Board of Education

ATTEST:

Clerk - Board of Education
EXHIBIT “A”
TO RESOLUTION 1374-17

PROBATIONARY
CERTIFICATED EMPLOYEES (LISTED BY EMPLOYEE #)
TO BE RELEASED/NON-REELECTED

Employee ID

13872
13915
13925