

**CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION**

**Special Session Meeting – November 1, 2006**

**5:00 p.m.**

**District Office – Large Conference Room  
1163 E. 7<sup>th</sup> Street, Chico, CA 95928**

**AGENDA**

**1. CALL TO ORDER**

**2. CONSENT**

**2.1 Consider approval of Consultant Agreement for King & Associates.**

**3. DISCUSSION/ACTION**

**3.1 Consider approval of 2005-06 Unaudited Actuals.**

**3.2 Consider adoption of Resolution #973-06, the 2005-2006 appropriations (GANN) limit and the projected 2006-07 appropriations limit.**

**3. ADJOURNMENT**

**Rick Rees, President  
Board of Education  
Chico Unified School District**

Agenda Item #:

(DO Use Only)

PROPOSED AGENDA ITEM: **Agreement: JM King & Associates**Prepared by: Randy Meeker, Assistant Superintendent, Business Services☐

Consent

☐

Information Only

☒

Discussion/Action

Board Date: 11/01/06Background Information

In 2004/2005 the District contracted with Schrader & Associates to consult with the Consolidation Committee, develop a student generation study, Spatial Analysis and complete a twenty-year enrollment projection. Beginning with the 2006/07 fiscal year and in each year thereafter, we plan to update the twenty-year projections, Pincode our current students to the GIS database and develop student generation maps by elementary, Junior and Senior High.

The contract this year is with JM King & Associates. Cheryl and Jamie King were with Schrader and Associates in 2004/05. Both individuals developed our demographic information during that time and have since started their own consulting firm.

This annual update will provide the District-wide housing committee and the Board with information necessary for accurate and timely facility needs planning. This information will also provide critical information in developing the District Facilities Master Plan, which is currently being developed.

Education Implications

N/a

Fiscal Implications

This contract is for 85 hours of consulting services for a total of \$10,000. The contract amount will be paid out of facility funds, and therefore will not impact the Unrestricted budget.

Additional Information

DO Recommendation: Recommend the Board approve the contract with JM King & Associates.

DO Recommendation: \_\_\_\_\_

Mandatory Instructions  
(click to view)

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

Business Services Use Only  
CA# \_\_\_\_\_  
V# \_\_\_\_\_  
RCF# \_\_\_\_\_

### CONSULTANT AGREEMENT

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

☒ On File (click to view) ☐ Attached

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

☒ On File (click to view) ☐ Attached

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

Name: JM King & Associates  
Street Address/POB: 1909 50th Street  
City, State, Zip Code: Sacramento, CA 95819  
Phone: (916) 254-7620

Taxpayer ID/SSN:

This agreement will be in effect from: 11/01/06

to: 06/30/07

Location(s) of Services: (site) District Office

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

Enrollment projection and spatial analysis of student population.

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

Maximize current facility usage.

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

- 1) Developer Fees  
2)  
3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100	01	0000	0	0000	7200	5800	14	570
2)							5800	14	
3)							5800	14	

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

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

\$ 1.00 Per Unit, times 10,000.00 # Units = \$ 10,000.00 Total for Services

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

9. Additional Expenses:

\$  
\$  
\$

Total for  
Addit'l Expenses  
0.00

\$ 10,000.00 Grand Total

10. Amounts of \$1,001.00 or more require Board Approval: (date to Board) 11/01/06

(to be completed by Business Services)

**CONSULTANT TERMS AND CONDITIONS**

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

Business Services Use Only

CA# \_\_\_\_\_  
V# \_\_\_\_\_  
RCF# \_\_\_\_\_

1. The Consultant will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Consultant Agreement. Consultant shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Consultant's employees.
2. Consultant shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page 1 of this Agreement.
3. In the performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.
4. If applicable, the Consultant will certify in writing, using Administration Form #3515.6.1, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
5. Consultant agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Consultant's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Consultant, and/or the Consultant's employee or agents.
6. Consultant will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the District.
7. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
8. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become, applicable to Consultant, Consultant's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.

**11. AGREED TO AND ACCEPTED:**

(Signature of Consultant)

Jamie King

(Print Name)

(Date)

**12. RECOMMENDED:**

(Signature of Originating Administrator)

(Print Name)

(Date)

**13. APPROVED:**

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

Randy Meeker

(Print Name)

(Date)

**APPROVED:**

(Signature of Asst. Supt. - Business Services)

☒ Consultant  
Randy Meeker

(Print Name)

☐ Contract Employee

(Date)

**14. Authorization for Payment:**

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

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

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

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

**(c).**

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

PROPOSED AGENDA ITEM: GANN Appropriations Limit

Prepared by: Randy Meeker

- ☐ Consent  
☐ Information Only  
☒ Discussion/Action

Board Date: 11/01/06

Background Information

In November 1979, the voters of the State of California approved Proposition 4, commonly known as the Gann Initiative. The Proposition created Article XIII B of the State Constitution placing limits on the amount of revenue that can be spent by all entities of government. Proposition 4 became effective in fiscal year 1980-81, but the formula for calculating appropriation limits was based on 1978-79 "base year" revenues.

In order to deal with an increasing number of complaints about the restrictions of Proposition 4, and to increase the accountability of local governments in adopting their limits, the voters approved Proposition 111 in June 1990. Among other things, Proposition 111 provides a new adjustment formula that makes the Appropriation Limit more responsive to local growth issues. It also required an annual review of the limit calculation. Government Code section 7902.1 provides that school districts may increase their Gann Limits under specified circumstances.

The Appropriation Limit imposed by Propositions 4 and 111 creates a restriction on the amount of revenue that can be appropriated in any fiscal year. The Limit is based on actual appropriations during the 1978-79 fiscal year, and is increased each year using the growth of population and inflation. Not all revenues are restricted by the Limit, only those that are referred to as "proceeds of taxes."

Education Implications

N/a

Fiscal Implications

N/a

Additional Information

The 2005/06 and 2006/07 GANN Limit Appropriation calculation indicates the district did not increase the appropriations limit from projected 2005/06 to the actual 2005/06 report.

DO Recommendation: Recommend Board approve the 2005/06 and 2006/07 GANN Appropriation Limit calculation

DO Recommendation: \_\_\_\_\_

**RESOLUTION #973-06  
FOR  
CHICO UNIFIED SCHOOL DISTRICT  
ADOPTING THE GANN LIMIT**

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called "Gann Limits," for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann limit for the 2005-06 fiscal year and a projected Gann Limit for the 2006-07 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law; and,

WHEREAS, Government Code Section 7902.1 provides that school districts may increase their Gann Limits under specified circumstances;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2005-06 and 2006-07 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2005-06 and 2006-07 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with the appropriate attachments to interested citizens of this district.

PASSED AND ADOPTED by the Chico Unified School District Board of Education at a special meeting held on this 1<sup>st</sup> day of November, 2006.

AYES:

NOES:

ABSENT:

ABSTAIN:

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President, Board of Education

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Chet M. Francisco, Ed.D., Superintendent

	2005-06 Calculations			2006-07 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
<b>A. PRIOR YEAR DATA</b> (2004-05 Actual Appropriations Limit and Gann ADA are from district's prior year Gann Report to the CDE)	2004-05 Actual			2005-06 Actual		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	63,970,483.58		63,970,483.58			66,035,759.13
2. PRIOR YEAR GANN ADA (Preload/Line B9, PY column)	13,284.21		13,284.21			13,028.25
<b>ADJUSTMENTS TO PRIOR YEAR LIMIT</b>	Adjustments to 2004-05			Adjustments to 2005-06		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)		0.00				0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit is entered in Line A3 above)						
<b>B. CURRENT YEAR GANN ADA</b> (2005-06 data should tie to Principal Apportionment Attendance Software reports)	2005-06 P2 Report			2006-07 P2 Estimate		
1. Total K-12 ADA (Form A, Line 10)	12,484.39		12,484.39	12,516.00		12,516.00
2. ROC/P ADA (Form A, Line 12)			0.00			0.00
3. Total Charter Schools ADA (Form A, Line 26)	372.45		372.45	410.40		410.40
4. Total Supplemental Instructional Hours (Form A, Lines 21 and 27)	119,989.00		119,989.00	143,797.00		143,797.00
5. Divide Line B4 by 700 (Round to 2 decimals)			171.41			205.42
6. TOTAL P2 ADA (Lines B1 through B3 plus B5)			13,028.25			13,131.82
<b>OTHER ADA</b> (From Principal Apportionment Attendance Software)						
7. Apprentice Hours - High School						
8. Divide Line B7 by 525 (Round to 2 decimals)			0.00			0.00
9. TOTAL CURRENT YEAR GANN ADA (Sum Lines B6 plus B8)			13,028.25			13,131.82
<b>C. LOCAL PROCEEDS OF TAXES DATA</b> TAXES AND SUBVENTIONS (Funds 01, 09, and 62)	2005-06 Actual			2006-07 Budget		
1. Homeowners' Exemption (Object 8021)	396,634.32		396,634.32	539,535.00		539,535.00
2. Timber Yield Tax (Object 8022)	5,514.77		5,514.77	9,311.00		9,311.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	18,699.14		18,699.14	19,098.00		19,098.00
4. Secured Roll Taxes (Object 8041)	26,614,549.58		26,614,549.58	21,934,129.00		21,934,129.00
5. Unsecured Roll Taxes (Object 8042)	1,104,681.97		1,104,681.97	1,148,156.00		1,148,156.00
6. Prior Years' Taxes (Object 8043)	55,113.69		55,113.69	0.00		0.00
7. Supplemental Taxes (Object 8044)	1,051,656.44		1,051,656.44	1,127,597.00		1,127,597.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	(4,917,211.70)		(4,917,211.70)	0.00		0.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (Objects 8047 & 8625) (Only if not counted in redevelopment agency's limit)	1,518,831.00		1,518,831.00	0.00		0.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-Revenue Limit Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers from Sponsoring LEAs to Charter Schools in Lieu of Property Taxes (Object 8780)	0.00		0.00	0.00		0.00
16. Less: Transfers to Charter Schools in Lieu of Property Taxes (Object 7280)	1,230,380.02		1,230,380.02	1,323,848.00		1,323,848.00
17. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15 minus C16)	24,618,089.19	0.00	24,618,089.19	23,453,978.00	0.00	23,453,978.00
<b>OTHER LOCAL REVENUES (Funds 01, 09, and 62)</b>						
18. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.
19. TOTAL LOCAL PROCEEDS OF TAXES (Lines C17 plus C18)	24,618,089.19	0.00	24,618,089.19	23,453,978.00	0.00	23,453,978.00

	2005-06 Calculations			2006-07 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
<b>EXCLUDED APPROPRIATIONS</b>						
20. Medicare (Enter federally mandated amounts only from objs. 3301 and 3302; do not include negotiated amounts)			843,257.32			962,683.42
<b>OTHER EXCLUSIONS</b>						
21. Americans with Disabilities Act						
22. Unreimbursed Court Mandated Desegregation Costs for Court (For court orders imposed on or after November 6, 1979)						
23. Other Unfunded Court/Federal Mandates						
24. TOTAL EXCLUSIONS (Lines C20 through C23)			843,257.32			962,683.42
<b>STATE AID RECEIVED (Funds 01, 09, and 62)</b>						
25. Revenue Limit State Aid - Current Year (Object 8011)	41,679,793.00		41,679,793.00	47,017,772.00		47,017,772.00
26. Revenue Limit State Aid - Prior Years (Object 8019)	(17,830.35)		(17,830.35)	0.00		0.00
27. ROC/P Apportionment - CY (Res. 6350, Object 8311)	0.00		0.00	0.00		0.00
28. ROC/P Apportionment - PY (Res. 6350, Object 8319)	0.00		0.00	0.00		0.00
29. Charter Schs. Gen. Purpose Entitlement (Object 8015)	0.00		0.00	0.00		0.00
30. Charter Schs. Categorical Block Grant (Object 8480)	0.00		0.00	0.00		0.00
31. Class Size Reduction, Grades K-3 (Object 8434)	3,519,897.00		3,519,897.00	3,731,306.00		3,731,306.00
32. Class Size Reduction, Grade 9 (Object 8435)	7,728.00		7,728.00	0.00		0.00
33. SUBTOTAL STATE AID RECEIVED (Lines C25 through C32)	45,189,587.65	0.00	45,189,587.65	50,749,078.00	0.00	50,749,078.00
<b>ADD BACK TRANSFERS TO COUNTY</b>						
34. County Office Funds Transfer (Form RL, Line 32)	21,724.00		21,724.00	20,798.00		20,798.00
35. TOTAL STATE AID (Lines C33 plus C34)	45,211,311.65	0.00	45,211,311.65	50,769,876.00	0.00	50,769,876.00
35. a. Supplemental Instruction Funds Included Above (Form RL, Lines 33 through 35)	510,633.00		510,633.00	560,809.00		560,809.00
<b>DATA FOR INTEREST CALCULATION</b>						
36. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	98,442,298.23		98,442,298.23	99,765,256.00		99,765,256.00
7. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	616,707.95		616,707.95	856,921.00		856,921.00
<b>APPROPRIATIONS LIMIT CALCULATIONS</b>						
<b>D. PRELIMINARY APPROPRIATIONS LIMIT</b>						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			63,970,483.58			66,035,759.13
2. Inflation Adjustment			1.0526			1.0396
3. Program Population Adjustment (Lines B9 divided by [A2 plus A7]) (Round to four decimals)			0.9807			1.0079
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			66,035,759.13			69,193,116.32
<b>APPROPRIATIONS SUBJECT TO THE LIMIT</b>						
5. Local Revenues Excluding Interest (Line C19)			24,618,089.19			23,453,978.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B9 or \$2,400; but not greater than Line C35 or less than zero)			1,563,390.00			1,575,818.40
b. Maximum State Aid in Local Limit (Lesser of Line C35 or Lines D4 minus D5 plus C24; but not less than zero)			42,260,927.26			46,701,821.74
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			42,260,927.26			46,701,821.74
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C37 divided by [Lines C36 minus C37] times [Lines D5 plus D6c])			421,615.87			607,815.09
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			25,039,705.06			24,061,793.09
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C24; but not greater than Line C35 or less than zero)			41,839,311.39			46,094,006.65
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			25,039,705.06			
b. State Subventions (Line D8)			41,839,311.39			
c. Less: Excluded Appropriations (Line C24)			843,257.32			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			66,035,759.13			



[illegible]

PROPOSED AGENDA ITEM: Consultant Agreement - The Write Tools

Prepared by: \_\_\_\_\_

- ☒ Consent  
☐ Information Only  
☐ Discussion/Action

Board Date: 11/01/06

Background Information

Staff development for 6th - 9th grade teachers on how to teach students to write clear and organized paragraphs, reports and essays. With this training, a teacher can improve the writing skills of all students, regardless of ability level. This training is only available on Saturday, November 4. This did not come to our attention until after the Agenda was produced.

Education Implications

This will have far-reaching effect on writing across the curriculum and can raise class writing assessment scores.

Fiscal Implications

No impact to general fund - funded through Title II.

Additional Information

DO Recommendation: Janet Brinson

# ***The Write Tools***

*(Formerly Step Up To Writing)*  
*Hosted By Chico Junior High School*

## **6th-9th Grade Teachers:**

Date – Saturday, November 4, 2006

Time – 8:15 – 8:30 a.m. - Sign in  
8:30 a.m.- 3:30 p.m. - Training

Location – Chico Junior High School Library  
280 Memorial Way, Chico

Trainer - Barbara Coddington

*The Write Tools* Manual will be provided

Continental Breakfast & Lunch Provided

With the training, a teacher can improve the writing skills of all students, regardless of ability level. Used with success by many teachers, these strategies are collected in a program which includes:

- Teaching students to write clear and organized paragraphs, reports and essays.
- Ways to raise class writing assessment scores
- Writing opportunities in which students experience success and then build on that success
- Strategies to enable students to complete writing assignments
- A focus on non-fiction response and writing
- Writing across the curriculum

Other :

Participants earn 7 Buy Back Hours  
No sub plans needed, because it on a Saturday

Mandatory Instructions  
(click to view)

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

Business Services Use Only  
CA# \_\_\_\_\_  
V# \_\_\_\_\_  
RCF# \_\_\_\_\_

### CONSULTANT AGREEMENT

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

☐ On File (click to view) ☒ Attached

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

☐ On File (click to view) ☒ Attached

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

Name: The Write Tools, LLC - Barbara Coddington  
Street Address/POB: 8174 So. Holly Street, #457  
City, State, Zip Code: Centennial, CO 80122-4004  
Phone: (303) 221-5301  
Taxpayer ID/SSN: 20-4439076

This agreement will be in effect from: 11/04/06

to 11/04/06

Location(s) of Services: (site) Chico Jr. High School

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

Presentation of writing workshop: The Write Tools 101

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

The purpose of the workshop is to prepare teachers to help students improve the quality of their writing skills

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

1) Title II 01-4035-0-1110-1000-060

2)

3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	4035	1	1110	1000	5800	14	060
2)							5800	14	
3)							5800	14	

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

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

\$ 3,000.00 Per Unit, times # Units = \$ 3,000.00 Total for Services

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

9. Additional Expenses:

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

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

(to be completed by Business Services)

## CONSULTANT TERMS AND CONDITIONS

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

Business Services Use Only

CA# \_\_\_\_\_

V# \_\_\_\_\_

RCF# \_\_\_\_\_

1. The Consultant will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Consultant Agreement. Consultant shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Consultant's employees.
2. Consultant shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page 1 of this Agreement.
3. In the performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.
4. If applicable, the Consultant will certify in writing, using Administration Form #3515.6.1, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
5. Consultant agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Consultant's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Consultant, and/or the Consultant's employee or agents.
6. Consultant will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the District.
7. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
8. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become, applicable to Consultant, Consultant's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.

### 11. AGREED TO AND ACCEPTED:

(Signature of Consultant)

Barbara Coddington

(Print Name)

(Date)

### 12. RECOMMENDED:

(Signature of Originating Administrator)

Joyce Burdette

(Print Name)

10-26-06

(Date)

### 13. APPROVED:

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

Janet L. Brinson

(Print Name)

10/27/06

(Date)

APPROVED:

(Signature of Asst. Supt. - Business Services)

☒ Consultant  
Randy Meeker

(Print Name)

☐ Contract Employee

10-27-06

(Date)

### 14. Authorization for Payment:

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

☐ Partial Payment thru: \_\_\_\_\_

(Date)

☐ Full or Final Payment

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

☐ Send to Site Administrator: \_\_\_\_\_

(Date check required)

☐ Mail to Consultant

(c).

\$

(Amount)

(Originating Administrator Signature - Use Blue Ink)

(Date)