#### CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Special Meeting – September 5, 2012 Closed Session – 5:00 p.m. Regular Session – 6:00 p.m.

Pleasant Valley High School, Library 1475 East Avenue, Chico, CA 95926

#### **AGENDA**

#### 1. CALL TO ORDER

1.1. Public comment on closed session items

#### 2. CLOSED SESSION

#### 2.1. Update on Labor Negotiations

Employee Organizations:

Representatives:

**CUTA** 

CSEA, Chapter #110

Kelly Staley, Superintendent

Bob Feaster, Asst. Superintendent Maureen Fitzgerald, Asst. Superintendent

Dave Scott, Asst. Superintendent

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

#### 3. RECONVENE TO REGULAR SESSION

- 3.1. Call to Order
- 3.2. Report Action Taken in Closed Session

#### 4. CONSENT CALENDAR

- 4.1. GENERAL
  - 4.1.1. Consider Approval of Expulsion Clearance of Students with the Following IDs: 37214, 39927, 39995, 41306, 41600, 41715, 41898, 42131, 42828, 44014, 44051, 44078, 50572, 51039, 51138, 51237, 51268, 51462, 51999, 55578, 55693, 56517, 56580, 57736, 58265, 63364, 64138, 65443, 67619, 68077, 74603, 76857, 76872

#### 4.2. EDUCATIONAL SERVICES

- 4.2.1. Consider Approval of Consultant Agreement with Sheila Vickers to Assist with Issues of School Finance, School Budgeting and General Fiscal Issues
- 4.2.2. Consider Approval of Consultant Agreement with David Smallhouse Family Tae Kwon Do Classes to Provide Tae Kwon Do Classes for the After School Program
- 4.2.3. Consider Approval of the Consultant Agreement with e Center Head Start Programs to Meet the Child Care Requirements for the Cal Safe Program
- 4.2.4. Consider Approval of the Consultant Agreement with Reading Partners to Hire and Train Coordinators
- 4.2.5. Consider Approval of the Consultant Agreements for Officials for the Following PVHS Athletic Events: Softball, Baseball, Field Hockey, Boys' and Girls' Basketball, Boys' and Girls' Volleyball, and Football
- 4.2.6. Consider Approval of the Consultant Agreements for Officials for the Following CHS Home Athletic Events: Football, Basketball (Boys & Girls), Soccer (Boys and Girls), Baseball and Softball

#### 4.3. BUSINESS SERVICES

- 4.3.1. Consider Approval of Bid for Waste and Recycling Services (Three Years with the Option to Renew Annually for Two Additional Years)
- 4.3.2. Consider Approval of the Notice of Completion Asbestos Abatement of Lincoln Hall at Chico High School

- 4.3.3. Consider Approval of the California Water Service Company Easements for Inspire Facilities at Chico High School Campus
- 4.3.4. Consider Approval of the California Water Service Company Easements for the New Classroom Building at Pleasant Valley High School

#### 5. **DISCUSSION/ACTION CALENDAR**

- 5.1. EDUCATIONAL SERVICES
  - 5.1.1. <u>Information</u>: California K-12 Common Core State Standards Update (Michael Morris)
- 6. **ADJOURNMENT**

Posted: 08/31/12 :mm The Chico Unified School District Board of Education welcomes you to this meeting and invites you to participate in matters before the Board.

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

No disturbance or willful interruption of any Board meeting shall be permitted. Persistence by an individual or group shall be grounds for the Chair to terminate the privilege of addressing the meeting. The Board may remove disruptive individuals and order the room cleared, if necessary. In this case, further Board proceedings shall concern only matters appearing on the agenda.

#### **CONSENT CALENDAR**

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

#### STUDENT PARTICIPATION

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

#### PUBLIC PARTICIPATON 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 PARTICIPATON 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 3<sup>rd</sup> 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: <a href="https://www.chicousd.org">www.chicousd.org</a>.

AGENDA ITEM: Consultant Agreement	with Sheila Vickers
Prepared by: Janet Brinson, Director	
	Ä
Consent	Board Date September 5, 2012
Information Only	
Discussion/Action	
Background Information	
Consultant will provide assistance with issues of schoissues. Additional support will be provided to determ	

### **Educational Implications**

#### **Fiscal Implications**

Services staff.

General funds will be utilized to maintain an accurate and balanced budget.

Mandatory Instructions (click to view)

CA#

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

#### **CONSULTANT AGREEMENT**

1.	A completed BS10a. "Certifica On File (click to view)		ant Agreement" guideline is Attached if not on file	:	
2.	A completed W9 "Request for On File (click to view)		umber and Certification" forr Attached if not on file	n is:	
	This Agreement to furnish cert	tain consulting services is	made by and between Chic	o Unified School Distr	ict and:
	Name: Sh Street Address/POB: 112 City, State, Zip Code: Sa Phone: 910 Taxpayer ID/SSN: 94-	cramento, CA 95814 6-446-7517	vices of California		
	This agreement will be in Location(s) of Services: District Office/Fiscal Srvice		2 to: (	01/31/13	
3.	Scope of Work to be performed assist with issues of scheme support will be provided to	nool finance, school bud	geting and general fiscal i		
4.	Goal (Strategic Plan, Site	Plan, Other) to be act	nieved as a result of Cor	nsultant Services:	
	To maintain an accurate ar	nd balanced budget.			
5.	Funding/Programs Affects 1) 2) 3)	ed: (corresponding to	accounts below)		
6.	Pct. (%) Fund Resourd 1) 100 01 000 2) 3)		•	Site Manag <b>510</b> 5200	ger
7.	Is there an impact to the	General Fund, Unrest	ricted funding?	Yes (	) No
8.	Payment to Consultant: For District will pay consultant				tiated invoices, the
	\$ <b>3,000.00</b> Per Unit,	times 5.00	#Units =	\$ <b>15,000.00</b>	Total for Services
9.	Additional Expenses	a a			
	Travel, lodging, meals, phone an	d materials \$ 3,000	.00	<u> 5</u> 3,000.00	Total of Additional
		Ż		\$ 18,000.00	_Expenses Grand Total
		. =		•	
Amoun	ts of \$5,001.00 or more re	quire Board Approval	: (aate to Roard)		

#### 4.2.1. Page 3 of 3 CA#

#### **CONSULTANT TERMS AND CONDITIONS**

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

#### Consultant Name: Sheila Vickers

- 1. The Consultant will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Consultant Agreement. Consultant shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Consultant's employees.
- 2. Consultant shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page I of this Agreement.
- 3. In the performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.
- 4. If applicable, the Consultant will certify in writing, using Administration Form #3515.6., that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
- 5. Consultant agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Consultant's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Consultant, and/or the Consultant's employee or agents.
- 6. Consultant will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the District.
- 7. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
- 8. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become applicable to Consultant, Consultant's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.
- 9. The District will determine whether the Consultant will be paid by vendor check as a Consultant or payroll check as a Contract Employee (with taxes withheld) by reviewing the completed Certificate of Independent Consultant Agreement (a blank sample may be viewed at:
- http://www.chicousd.org/documents/BUSINESS/Consultant\_Agreement/BS\_10a\_11\_04\_rev.pdf. IRS publication SWR 40 and IRS Ruling 87-41 will assist in determining the payment method applied to this Agreement.
- 10. Consultant shall provide an original invoice to the Originating Administrator. Consultant shall be paid within 30 days of receipt of invoice and authorization of payment forwarded to the CUSD Accounts Payable department along with the original invoice.
- 11. Either party may terminate this agreement, with or without cause, upon 30 days' written notice to the other. Vendor shall be paid for work actually performed as of the date of receipt of such notice.

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

Sheila Vickers

May ( D) men	Shella Vickoro	8/28/12
(Signature of Consultant)	(Printed Name)	Date
13. RECOMMENDED:		
Garret & Brunson)	Janet Brinson, Director	8/28/12
(Signature of Originating Administrator)	(Printed Name)	Date
14. APPROVED:	Dave Scott, Director	achely
(Signiture of District Administrator, or Director of	(Printed Name)	Date
Categorical Programs)  APPROVED:	Consultant Contract Employee	
Heteran Bush Ir	Peter VanBuskirk (Printed Name)	8/28/12
(Signature of District Admin, Business Services  15. Authorization for Payment:	(Printed Name)	Date
CHECK REQUIRED (Involce to accompany payment request): Partial Payment through: Date	DISPOSITION OF CHECK by Account (check released upon completion or Send to Site Administrat	f services)
Full or Final Payment	Mail to Consultant	(Date Check Required)
\$		******
(Amount) (Originating Admin	istrator Signature- Use Blue Ink)	(Date)

4.2.2. Page 1 of 3

AGENDA ITEM:	Consultant Agreement with I Classes	David Smallhouse Family Tae Kwon Do
Prepared by:	Janet Brinson, Director	
Consent	Board Dat	9/5/12
Information Onl	у	
Discussion/Action	on	
July 2011. This year w 2011-12 we were only a additional members of to allow coverage at (2)	been offering Tae Kwon Do classes in our 2 e wish to offer Tae Kwon Do classes at (2) e able to offer one rotation of Tae Kwon Do pethe Smallhouse family, who are highly trained sites per each enrichment rotation. Each or seeing the Tae Kwon Do program, addition	elementary sites per each 5 week rotation. In or site per school year. This year (3) d Tae Kwon Do teachers, will be teaming up
Education Implicati	<u>ons</u>	
site the 5 tenants of Ta These tenants are prac	o introduce the basics of Tae Kwon Do and e Kwon Do: Courtesy, Integrity, Perservera ticed throughout the class. The Goal of the and Stranger Abduction self defense.	
Fiscal Implications These positions will be	funded through the ASES Grant (ASP)	
Additional Informat	ion	

Mandatory Instructions (click to view)

CA#

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

#### **CONSULTANT AGREEMENT**

1.		Da. "Certificate of Ind (click to view)	dependent Cons (	ultant Agreement" g  Attached if not				
2.		"Request for Taxpayo (click to view)	er Identification	Number and Certific  Attached if not	ation" form on file	is:		
	This Agreement t	o furnish certain cor	sulting services	is made by and bet	ween Chico	Unified Sch	nool Distri	ct and:
	City, State, Zi	Name: David Sm ss/POB: 1630 Bros ip Code: Chico, CA Phone: 530-343-8 ID/SSN: On File	adway Street N 95928					
	Location(s) of S	t will be in effect Services: us, McManus, Nea			to: 5/	/30/13		
3.	to teach TaeKv after school pro	to be performed wonDo for 2.0 hrs e ogram. Mr. Smallho etching, calisthenic	each day on a r ouse will provid	otating elementary e an assistant and	cycle on M all equipm	ent and su	pplies. C	lass
4.	Goal (Strategic	Plan, Site Plan, (	Other) to be a	chieved as a res	ult of Con	sultant Se	rvices:	
		basic TaeKwonDo class is to promot				es the 5 te	nants of	TKD.
5.	Funding/Progra 1) ASES 2) 3)	ams Affected: (co	orresponding	to accounts belc	ow)			
6.	Pct. (%) Fund 1) 100 <b>a</b> 0° 2) 3)		31	oal Function 32 1000	Object 5800 5800 5800	Site 570	Manag 6700	er
7.	•	act to the Gener	al Fund, Unre	estricted funding	?	Yes	(	) No
8.		nsultant: For ser consultant not	•				tant init	iated invoices, the
	\$ <b>100.00</b>	Per Unit, times	142.00	#Units =		\$ <b>14,2</b> 0	00.00	Total for Services
9.	Additional Exp	enses						
	11% Admin Fee			5.20		<u>د 156.2</u>	20	Total of Additional
			\$			\$ 14,35		_Expenses Grand Total
						7 1 1,00	<del></del>	
Amour	its of \$5,001.00	or more require	Board Approv	/al: (date to Boai	rd)			

#### CONSULTANT TERMS AND CONDITIONS

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

Consultant Name:

Page 3	of 3
Business	Services Use Only
CA#	

4.2.2.

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

- 2. Consultant shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page 1 of this Agreement.
- 3. In the performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.
- 4. If applicable, the Consultant will certify in writing, using Administration Form #3515.6, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
- 5. Consultant agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Consultant's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Consultant, and/or the Consultant's employee or agents.
- 6. Consultant will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the District.
- 7. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
- 8. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become, applicable to Consultant, Consultant's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.
- 9. The District will determine whether the Consultant will be paid by vendor check as a Consultant or payroll check as a Centract Employee (with taxes withheld) by reviewing the completed Certificate of Independent Consultant Agreement (a blank sample may be viewed at http://www.chicousd.org/\_dept/business/documents/Consultant\_Agreement.pdf). IRS publication SWR 40 and IRS Ruling 87-41 will assist the District in determining the payment method applied to this Consultant Agreement.

A David Smallhouse (Print Name)	(Date)
12. RECOMMENDED:  (Signature of Originating Administrator)  (Signature of District Administrator, or Director of Categorical Programs)  APPROVED:  (Signature of District AdminBusiness Services)  (Print Name)  Consultant Peter VanBusiness Services)	(Date)  OR/17/12  (Date)  Contract Employee
14. Authorization for Payment:  CHECK REQUIRED (Invoice to accompany payment request):  Partial Payment thru: (Date)  Full or Final Payment	DISPOSITION OF CHECK by Accounts Payable: (check released upon completion of services)  Send to Site Administrator: (Date check required)  Mail to Consultant

AGENDA ITEM:	Consultant Agreement	with E Center –	Head Start Programs		
Prepared by:	Janet Brinson, Director				
Consent		Board Date	September 5, 2012		
Information Or	nly				
Discussion/Act	tion				
Background Inform	mation				
CUSD's contract with E Center Head Start program provides services to teen mothers and children up to age 36 months to meet the requirements for the Cal Safe program.					
Educational Implic	<u>cations</u>				

The contract is to provide a comprehensive approach to supporting the development of both the family and the child.

Fiscal Implications

None to the General Fund.

Mandatory Instructions (click to view)

CA#

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

#### **CONSULTANT AGREEMENT**

1.	A completed BS1	Oa. "Certificate (click to view)	of Independent	_	: Agreement" ( Attached if not	-			
2.	A completed W9 On File	"Request for Ta (click to view)	expayer Identific		er and Certific Attached if not		ı is:		
	This Agreement	o furnish certa	in consulting sea	rvices Is ma	de by and bet	ween Chico	Unified Sc	hool Distr	ict and:
	City, State, Z	Name: e Ce ess/POB: PO E ip Code: Clov Phone: 707- ID/SSN: 94-2	3ox 189 erdale, CA 954 468-0194	25					
	This agreemer Location(s) of Fair View High	Services:	ffect from:	09-06-12		to: 0	6-30-13		
3.	Scope of Work Collaboration to 36 months. Fu classes. eCen	o provide sup Ill day child ca	port to children re is provided t	and servi	ces to teen m of Fair View	others and			
4.	Goal (Strategio	: Plan, Site Pl	an, Other) to	be achie	ved as a res	ult of Con	sultant S	ervices:	
	Meet the child to supporting the					a comprel	nensive ar	proach	
5.	Funding/Progr 1) Cal Safe Prog 2) 3)		d: (correspond	ding to ac	ccounts belo	ow)			
6.	Pct. (%) Fund 1) 100 0 2) 3)		,	Goal 1110	Function 1000	Object 5800	Site 030	Manag 6700	ger
7.	Is there an imp	act to the G	eneral Fund, I	Unrestric	ted funding	? (	Yes	•	) No
8.	Payment to Co District will pay							ltant init	tiated invoices, the
	\$ <b>60,000.00</b>	Per Unit, ti	mes 1.00	#	Units =		\$ <b>60,0</b>	00.00	Total for Services
9.	Additional Exp	enses							
	Per year contract			\$ \$			<u>خ</u> 0.00		Total of Additiona
				\$			\$ 60,00		_Expenses Grand Total
							7 0U,U	JU.UU	Grania rotar
Amoun	ts of \$5,001.00	or more requ	uire Board Ap	proval: (	date to Boar	rd)			

CA#

#### **CONSULTANT TERMS AND CONDITIONS**

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

#### Consultant Name: eCenter

- 1. The Consultant will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Consultant Agreement. Consultant shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Consultant's employees.
- 2. Consultant shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page I of this Agreement.
- 3. In the performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.
- 4. If applicable, the Consultant will certify in writing, using Administration form #3515.6., that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
- 5. Consultant agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Consultant's negligence in the performance of this Agreement, including, but not limited to, any cisim 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 shell assign nor delegate any part of this Agreement without the written consent of the other party.
- 5. The Work completed herein must must the approval of the District and shall be subject to the District's general right of inspection to secure the setisfactory 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 angaged in operations covered by this Agreement or occurring out of the performance of such operations.
- 9. The District will determine whether the Consultant will be paid by vendor check as a Consultant or payroll check as a Contract Employee (with taxes withheld) by reviewing the completed Certificate of Independent Consultant Agreement (a blank sample may be viewed at:
- http://www.chicousd.org/documents/BUSINESS/Consultant\_Agreement/BS\_10a\_i1\_04\_rev.pdf. IRS publication SWR 40 and IRS Auling 67-41 will assist in datermining the payment method applied to this Agreement.
- 10. Consultant shall provide an original invoke to the Originating Administrator. Consultant shall be paid within 30 days of receipt of invoke and authorization of payment forwarded to the CUSD Accounts Payable department along with the original invoke.
- 11. Either party may terminate this agreement, with or without cause, upon 30 days' written notics to the other. Vendor shall be paid for work actually performed as of the date of receipt of such notice.

(Signature of Consultant) (Printed Name)  13. RECOMMENDED:  Janet Brinson, Director	Date
Quiret & Brunner Janet Brinson, Director	
Carrell Summer	
	8/28/12
(Algunature of Originating Administrator) (Printed Name)	Date
14. APPROVED:    Dave Scott, Director	08/28/12
APPROVED: Consultant Contract Employee	
Signature of District Admin, Business Services  (Printed Name)	8/29/10 Date
15. Authoritation for Payment:	
CHECK REQUIRED (Invoke to accompany payment request):  Disposition of CHECK by Accounts Payab  Check released upon completion of service  Date  Send to Site Administrator:	
	to Check Required)

AGENDA ITEM:	Consultant Agreement w	ith Reading F	Partners	
Prepared by: _Jan	et Brinson, Director			
		2		
Consent		Board Date	September 5, 2012	
Information Only				
Discussion/Action				

#### **Background Information**

The Reading Partners program is designed to provide individualized instruction for students. At each of its partner school sites, Reading Partners is given a dedicated space within the school. The organization recruits, trains and deploys community volunteers who work on-on-one with students. Volunteers tutor students through a "pull-out" model that operates in cooperation with the school. Reading Partners volunteers who commit to a minimum of one hour per week, receive ongoing training to support their work with students.

#### **Educational Implications**

CUSD is extremely fortunate to have an outpouring of volunteers who are dedicated to supporting our students and staff. Often times it is difficult to define roles for volunteers on a day-to-day basis. Reading Partners is a program specifically designed to assist with the coordination of volunteers. Reading Partners affords CUSD a streamlined approach to volunteerism in our schools.

#### **Fiscal Implications**

None to the General Fund.

Mandatory Instructions (click to view)

CA#

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

#### **CONSULTANT AGREEMENT**

1.		10a. "Cert click to v		dependent		Agreement" ( Attached if not				
2.	A completed W9 On File	Request (click to v		er Identifica	_	er and Certific Attached if not		n is:		
	This Agreement	to furnish	certain co	nsulting ser	vices is ma	de by and bet	ween Chico	Unified S	ichool Disti	rict and:
	Street Addr City, State, i Taxpaye	ess/POB: Zip Code: Phone:	Reading 106 Linde Oakland, 510-444- 77-05684	en Street, # CA 94611 9800	<del>‡</del> 202					
	This agreeme Location(s) of Citrus & Rose	Services	:	t from: (	09/06/12		to: (	06/30/13		
3.	Scope of Work Reading Partr with students 2012-13 school	ners will h for a mini	ire and tra	in coordin	ators, who	will in turn, t	rain volunt			
4.	Goal (Strategi	c Plan, S	ite Plan, (	Other) to	be achiev	ed as a res	ult of Con	sultant	Services:	
	To provide stu effective partn				increasin	g levels of in	dividual ac	hieveme	nt and to b	uild
5.	Funding/Progr 1) ASES/21st C 2) Title I 3)		ected: (co	orrespond	ling to ac	counts belo	ow)			
6.	Pct. (%) Fun	d Reso	ource	P <b>r</b> oj/Yr	Goal	Function	Object	Site	Manag	zer .
0.	41	)1	4124	0	1110	1000	5800	510	6700	501
	,	)1	3010	0	1110	1000	5800	510	6700	
7	3)		h - C	.15	1		_	<b>&gt;</b> v		\.
7.	Is there an imp	pact to ti	ne Gener	ai Fund, l	Jnrestrict	ed funding	( )	Yes	(	) No
8.	Payment to Co District will pa							-	ultant init	tiated invoices, the
	\$ <b>12,500.00</b>	Per Ur	nit, times	10.00	#	Units =		\$ <b>125</b>	,000.00	Total for Services
9.	Additional Exp	enses								
				!	5					Total of Additiona
					\$			Ş	200.00	_Expenses
								<b>&gt; 125</b>	,000.00	Grand Total
Amoun	ts of \$5,001.00	or more	require I	Board Ap	proval: (d	ate to Boar	d)			•

4.2.4. Page 3 of 3

#### CONSULTANT TERMS AND CONDITIONS

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

#### Consultant Name: Reading Partners

(Amount)

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

http://www.chicousd.org/documents/BUSINFS5/Consultant Agreement/8S 104 11 04 rev.pdf. IRS publication SWR 40 and IRS Ruling 87-41 will assist in determining the payment method applied to this Agreement.

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

12. AGREED TO AND ACCEPTED: (If determined to be a Contract	Employee, a payroll check will be issued with applicable	taxes withheld.)
(Signature of Consultant)	Lilly Green, Vice-President (Printed Name)	08/30/17
13. RECOMMENDED:		
Cornet & Brusson (Signifure of Originating Administrator)	Janet Brinson, Director (Printed Name)	8/30/12
(Signature of District Administrator, or Director of Categorical Programs)	Dave Scott, Director (Printed Name)  Consultant Contract Employee  Peter VanBuskirk	08/30/12 Date
(Signature of District Admin, Business Services	(Printed Name)	Date Date
15. Authorization for Payment:		
CHECK REQUIRED (Invoice to accompany payment request):  Partial Payment through:  Date  Full or Final Payment	DISPOSITION OF CHECK by Accounts Payab (check released upon completion of service Send to Site Administrator: (Dat Mail to Consultant	

(Originating Administrator Signature- Use Blue Ink)

(Date)

4.2.5. Page 1 of 9

AGENDA ITEM:	Officials for the following PVHS Athletic Events: Softball, Baseball, Field Hockey, Boys and Girls Basketball, Boys and Girls Volleyball, and Football					
Prepared by: Lis	sa Baker and Pam Jackson, Athletic Director					
X Consent	Board Date September 5, 2012					
Information Only	<i>/</i>					
Discussion/Action	Discussion/Action					
Background Information The officials are used to provide a fair and safe athletic contest when Pleasant Valley High is the host school.						
Educational Implications None.						

Fiscal Implications
To be paid with ASB funds.

#### Page 2 of 9

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

#### **CONSULTANT AGREEMENT**

DT-11-			
For	Services	Provided to	ASI

1.	. A completed	BS10a. "Guidelines		dependent Contract C	onsultants" certific	ate is:	
		On File X		Attached			
2.	. A completed	W9 "Request for Ta	xpayer Identifica	tion Number and Cert	ification" form is:		
		On File X		Attached			
T	his Agreement to fu	rnish certain consulti	ng services is ma	de by and between Ch	ico Unified School	District ASB (	and:
A P P T		y 75		From: August 201	12 To: May 2	013	
3.	Scope of Work to	be performed: (attach 2012-13 soccer season	separate sheet if nec	essary)			
4.	Goal (Strategic P	lan, Site Plan, Other)	to be achieved a	s a result of Consultan	t services:		
1 2 3 4 5 6. 1 2 3 4 5	Ath Softball #12 Ath Baseball #12 ASB Softball #6 ASB Baseball #6 Ath Field Hocke Account(s) to be (  Softball Baseball Softball Baseball Field Hockey	02 505 600 ey #112 Charged:	mount 0.00 .00 .00 .00		ollows)		
	\$ 100.00	Per Unit, times	184 #	Units = \$	\$18,400.00	Total for S	ervices
Un	nit: Per Hour	Per Day	X Per Activity	<b>'</b> )			
8. Addi	tional Expenses: (i.e	e. mileage, hotel, air fare, et	\$ \$ \$ \$		\$	Total for	Addit'l Exper
٠				\$ 18,400.00		d Total o exceed)	
	Amounts of \$5,001.00 ard)	or more require Board A	approval: (date to				_
				(to be completed by Br	usiness Services)		
					CA#		

#### CONSULTANT TERMS AND CONDITIONS

Page 3 of 9

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

- a. 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. (Not applicable to Contract Employee)
- b. 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.
- c. 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.
- d. If applicable, the Consultant will certify in writing, using <u>Administration Form #3515.6.1</u>, that criminal background checks have been completed as per <u>Board Policy #3515.6</u> prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
- e. 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.
- f. 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. (Not applicable to Contract Employee)
- g. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
- h. 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.

	out of the performance of such operations.	
ALI. AGREED TO AND ACCEPTED: (If do	etermined to be a Contract Employee, a payroll check will be issued	l with applicable taxes withheld.)
X and Wallows DA	VID WALLEYAND	5/31/12
(Signature of Consultant) (Prin	at Noma)	(Date)
12. RECOMMENDED:	RECEIVED MAY 2 8 2012	
	Pam Jackson	5-24-12
(Signature of Originating Faculty Advisor)	(Print Name)	(Date)
APPROVED:	ASB Requisition/PO # 1083 issued by ASB **	**ASB Requisition/PO# required before C.A. submitted to District for approval.
(Signatury of ASB Officer)	Chayanne Mesa ASB Sec.	8 2 1 1 9 (Date)
M sall	Tohn Shepherd Prinipal	(Date) 12
(Signature of Administrator – Business Services)	Peler Van Buskirh Print Name and Title)	8/24/12 (Date)
13. Authorization for Payment:	Consultant Contract I	Employee
(a). CHECK REQUIRED (Invoice to acc	company payment request):	
Partial Payment thru: (Date)		
Full or Final Payment		
(b).		
\$		
(Amount) (Originating Adm	inistrator Signature – Use Blue Ink) (Da	ite)

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

#### **CONSULTANT AGREEMENT**

For Services Provided to ASB

1.	A completed	BS10a. "	Guidelines for	Employing I	Independent	Contract C	onsultants	" certifica	te is:	
		On File	X		Attack	ned				
<i>2</i> .	A completed	W9 "Red	uest for Taxpo	ıyer Identific	cation Numb	er and Cert	ification"	form is:		
		On File	X		Attack	ned				
This A	greement to fui	nish certa	in consulting	services is m	ade by and	between Ch	ico Unific	ed School 1	District ASB a	ınd:
Addres City, S Chico, Phone. Taxpay	NCBOA (Bas ss: 1702 Spruce tate, Zip CA 95926 · (530)343-201 ver ID/SSN: #68 greement will be	Ave. 7 2-0349099	Current Fiscal Yeo	ar)	From.	· August 20.	12 7	°o: May 20	13	
Locatio	on(s) of Service	s: Pleasar	ıt Vallev High	School						
3. Sc	ope of Work to	be perform	ned: (attach se	parate sheet if ne	ecessary)					
4. Go	al (Strategic Pl	an, Site Pl	an, Other) to	be achieved	as a result o	f Consultan	t services:			
1) A 2) A 3) A 4) A 6. Acc 1) E 2) C 3) A 4) Ath	B account nam ASB Boys Baske ASB Girls Baske Athletics Boys B Athletics Girls B count(s) to be C A B BkB G BkB G BkB G BkB	etball #610 etball #615 fasketball # fasketball # charged: ccount # 610 615 104	\$10.4 \$106 Amor \$5,500.00 \$5,000.00 \$2,500.00 \$2,500	unt .00			iollows)			
** * * * * * * * * * * * * * * * * * *		Per Unit, 1		·	# Units =	\$	\$15,500	.00	Total for S	ervices
(Unit:	Per Hour		er Day X		rity)					
8. Add	itional Expense	es: (i.e. milea	ige, hotel, air							
fare, etc)				\$						
				\$					Total for	
				\$	\$ 15	,500.00		\$ Grand (not to	Total exceed)	Addit'l Expenses
	ints of \$5,001.00	or more req	uire Board App	roval: (date to	)					
Board)					(to be co	ompleted by B	usiness Serv	ices)		<del>.</del> .

4.2.5. Page 4 of 9

#### CONSULTANT TERMS AND CONDITIONS

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

- a. The Consultant will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker' compensation or unemployment benefits in connection with this Consultant Agreement. Consultant shall assume full responsibility for payment of al Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Consultant' employees. (Not applicable to Contract Employee)
- b. 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.
- e. 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.
- d. If applicable, the Consultant will certify in writing, using <u>Administration Form #3515.6.1</u>, that criminal background checks have been completed as pe <u>Board Policy #3515.6</u> prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by th Consultant.
- e. Consultant agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or los 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/o damage sustained by Consultant, and/or the Consultant's employee or agents.
- f. 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. (Not applicable to Contract Employee)
- g. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
- h. 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 th satisfactory completion thereof. Consultant agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, o may in the future become, applicable to Consultant, Consultant's business, equipment and personnel engaged in operations covered by this Agreemen or occurring out of the performance of such operations.

1. AGREED TO AND ACCEPTED  (Signature of Consultant)	(If determined to be a Contract Employee, a payroll check will be issued  (Print Name)	with applicable taxes withheld.)  (a/13/2012 (Date)
2. RECOMMENDED:  (Signature of Originating Faculty Advisor)	Pam Jackson (Print Name)	(Date) 21/12
APPROVED:	ASB Requisition/PO# 10082 issued by ASB **	**ASB Requisition/PO# required before C.A. submitted to District for approval.
(Signature of ASB Officer)	(Print Name and Title)	(Date)
(Signature Principal)	(Print Name and Title)	8/21/12 (Date)
(Signature of Administrator – Business Services)	Poles Van Buskink (Print Name and Title)	8/54/12 (Date)
3. Authorization for Payment:	Consultant Contract I	Employee
(a). CHECK REQUIRED (Invoice	to accompany payment request):	
Partial Payment thru: (Date)		
Full or Final Payment		
(b). \$	g Administrator Signature – Use Rhus Luk) (1)	ate)

Page 6 of 9

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

#### **CONSULTANT AGREEMENT**

For Services Provided to ASB

1.	A completed	BS10a. "G	uidelines for	Employi	ng Independent Contract	Consultants"	certificate is:	
		On File	X		Attached	-		
2.	A completed	W9 "Requ	est for Taxpa	yer Iden	tification Number and Ce	rtification" fo	orm is:	
		On File _X			Attached			
This.	Agreement to fu	rnish certain	consulting s	services i	is made by and between C	Chico Unified	l School District ASB	and:
City, Chico Phon Taxpo This o	e: (Voluess: 415 Silver L State, Zip o, CA 95973 e: (530)345-04 ayer ID/SSN: #20 agreement will be tion(s) of Service	ake Dr. 15 0-0160284 e in effect (Cu		r)	CO From: August 2	012 To	: May 2013	
3. S	scope of Work to cofficials for the	o be performe	d: (attach sep	arate sheet	if necessary)			
4. G	oal (Strategic P	lan, Site Plai	n, Other) to	be achie	ved as a result of Consulta	ant services:		
1) 2) 3) 4) 6. A	G Volleyball B Volleyball Ath G VB	eyball #675 eyball #670 olleyball #13 Charged: Account # 675 670 132	Amot \$4,200.00 \$3,000.00 \$2,000.00	ınt				
7. Pa	ayment to Const	ultant: (for t	he above ser	vices, A	SB will pay Consultant as	follows)		
\$	80.00	Per Unit, tir	nes	115	# Units = \$	\$9,200.0	0 Total for	Services
Unit:	Per Hour	Per	Day X	Per A	ctivity)			
lditio	nal Expenses: (i.	e. mileage, hotel	, air fare, etc)					
				\$ \$			Total for	
				\$			\$	Addit'l Exp
					\$ 9,200.00		Grand Total (not to exceed)	
Board)		) or more requi	ire Board App	roval: (d	ate to (to be completed by	Business Service	es)	

4.2.5. Page 7 of 9

#### CONSULTANT TERMS AND CONDITIONS

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

- a. 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. (Not applicable to Contract Employee)
- b. 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.
- c. 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.
- d. If applicable, the Consultant will certify in writing, using <u>Administration Form #3515.6.1</u>, that criminal background checks have been completed as per <u>Board Policy #3515.6</u> prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
- e. 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.
- f. 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. (Not applicable to Contract Employee)
- g. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
- h. 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.

covered by this Agreement or occur	ring out of the performance of such operations.	
11. AGREED TO AND ACCEPTED:	(If determined to be a Contract Employee, a payroll check will be issued  Texese Howe II	with applicable taxes withheld.)  L/1//2_RECEIVED JUL 2 5 2012
(Signature of Consultant) 12. RECOMMENDED:	(Print Name) RECEIVED MAY 2 8 2012	Date)
(Signature of Originating Faculty Advisor)	Pan Jackson (Print Name)	5-24-12 (Date)
APPROVED;	ASB Requisition/PO#_(1039_ issued by ASB **	**ASB Requisition/PO# required before C.A. submitted to District for approval.
(Signature of ASB Officer)	Ryan McGuse Transver (Print Name and Title)  John Shapherd Pinapal	8-2-2012 (Date)
(Signature of Principal)	(Print Name and Title)	8-2 /2 (Date)
(Signature of Administrator – Business Services)	Peter VanBuskirk  (Print Name and Title)	8/30/D_ (Date)
13. Authorization for Payment:	Consultant Contract I	Employee
(a). CHECK REQUIRED (Invoice t	o accompany payment request):	
Partial Payment thru: (Date)		
Full or Final Payment		
(b). \$		1
	Administrator Signature – Use Blue Ink) (Da	ate)

### Page 8 of 9

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

#### **CONSULTANT AGREEMENT**

For Services Provided to ASB

	1.	A completed	BS10a.	'Guidelines fo	r Employing I	idepe	ndent Contr	act Consultar	ıts" certifica	ite is:	
			On File	X			Attached _				
	2.	A completed	W9 "Re	quest for Taxp	oayer Identifica	tion.	Number and	l Certification	" form is:		
			On File	_X			Attached	~~~			
	This	Agreement to fu	rnish certo	ain consulting	services is ma	de b	v and betwe	en Chico Uni	fied School	District ASB a	ınd:
	Addr Chic Phor	e: NCOA (Footh ress: 1572 Hawth to, CA 95926 ne: (530)521-86: payer ID/SSN: #6.	orne Ave. 95				From: Augu	ont 2012	To: Novem	han 2012	
	This	agreement will be	e in effect (	Current Fiscal Ye	ear)	•	rrom. Augu	31 2012	10. Novem	Der, 2012	
	Loca	ation(s) of Service	es: Pleasa	nt Valley High	n School						
		Scope of Work to e officials for the			eparate sheet if nec	essary	)				
	4. G	Goal (Strategic P	lan, Site P	lan, Other) to	be achieved a	sare	sult of Cons	sultant service	es:		
	1) 2) 3)	ASB account nam ASB Football #1 Ath Football #1 Account(s) to be (	630 14	narged: (corre	sponding to acco	ounts	below)				
	1) 2) 3)	ASB Football	Account # 630 114	Amount \$3,000.0 \$2,500.0							
	7. P	ayment to Consi	ıltant: (fo	r the above se	rvices, ASB w	ill pa	y Consultan	t as follows)			
	\$	250.00	Per Unit,	times	<b>22</b> #	Units	s = \$	\$5,50	0.00	Total for S	ervices
	Unit:	Per Hour	Po	er Day X	Per Activity	<b>(</b> )					
8.	Additio	nal Expenses: (i.e	e. mileage, ho	otel, air fare, etc)	\$ \$ \$				\$	Total for	Addit'l Exper
	9. Am Board	nounts of \$5,001.00	or more rec	quire Board Apj	proval: (date to	\$	5,500.0	0		l Total exceed)	
	- Don't	,				(	to be complete	d by Business Se	rvices)  CA#		

#### CONSULTANT TERMS AND CONDITIONS

Page 9 of 9

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

- a. 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. (Not applicable to Contract Employee)
- b. 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.
- c. 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.
- d. If applicable, the Consultant will certify in writing, using <u>Administration Form #3515.6.1</u>, that criminal background checks have been completed as per <u>Board Policy #3515.6</u> prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
- e. 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.
- f. 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. (Not applicable to Contract Employee)
- g. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
- h. 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.

	ing out of the performance of such oper		
11. AGREED TO AND ACCEPTED:			with applicable taxes withheld.)
Khill of Shy (Signature of Consultry)	Kimball J. Shire	24 -	7/1/12 RECEIVED JUL 25 200
12. RECOMMENDED:			
(Signature of Originating Faculty Advisor)	Pam Jackson (Print Name)	)	7/1/12 (Date)
APPROVED:	ASB Requisition/PO #_6041	_ issued by ASB **	**ASB Requisition/PO# required before C.A. submitted to District for
Pm Mm	Ryan McGusire	458 Treasurer	approval. 8-7-2012
(Signature of ASB Officer)	(Print/Name and Title)  (Print Name and Title)	Pineipl	(Date) S - J - J - J
(Signature of Peiderput)	(Print Name and Title)		(Date)
(Signature of Administrator – Business Services)	Peter VanBuskirk (Print Name and Title)		8/8//2 (Date)
13. Authorization for Payment:	Consultant	Contract E	mployee
(a), CHECK REQUIRED (Invoice to	accompany payment request):		
Partial Payment thru: (Date)			
Full or Final Payment			
(b).			70
\$ (Amount) (Originating	Administrator Signature – Use Blue Ink)	(Dat	e)

AGENDA ITEM:	Officials for the following Chico High home athletic events. Football, Basketball (Boys &Girls), Soccer (Boys & Girls), Baseball & Softball
Prepared by: R	obyn Salyer and Chip Carton , Athletic Director
X Consent	Board Date September 5, 2012
Information On	ly
Discussion/Act	ion
Background Inform	<u>mation</u>
The officials are use school.	ed to provide a fair and safe athletic contest when Chico High is the host
Educational Implic	eations eations
None	
Fiscal Implications	
None (To be paid fo	or with ASB funds)

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

4.2.6. Page 2 of 9

#### CONSULTANT AGREEMENT

For Services Provided to ASB

1. A completed BS10a. "Guidelines for Employ	ing Independent (	Contract Consultants" certifica	ate is:
X On File (click to view)	Attached		
2. A completed W9 "Request for Taxpayer Iden	ntification Numbe	er and Certification" form is:	
X On File (click to view)	Attached		
This Agreement to furnish certain consulting serv	vices is made by	and between Chico Unified	School District ASB and:
Name: NCOA Football Offic Street Address/POB: 1572 Hawthone Ave. City, State, Zip Code: Chico, CA 95926 Phone: 530-671-7087 Taxpayer ID/SSN: 65-1169717 This agreement will be in effect (Current Fiscal Year) Location(s) of Services: (site) Chico High  3. Scope of Work to be performed: (attach separate Provide Officials for Football games involving Chic	From: 8/1/2012  sheet if necessary)	To: 6/30/20	
4. Goal (Strategic Plan, Site Plan, Other) to be a Provide students of CHS with fair and safe athletic of	chieved as a resul contests as require	It of Consultant services: ed by CIF guidelines and NFF	IS rules
<ul> <li>5. ASB account name to be Charged: (correspond</li> <li>1) Athletic Football and football</li> <li>2)</li> <li>3)</li> </ul>	ing to accounts belo	ow)	
6. Account(s) to be Charged:			
7. Payment to Consultant: (for the above service	s, ASB will pay (	Consultant as follows)	
\$ Various Per Unit, times	# Units =	\$ 5,000	Total for Services
(Unit: Per Hour Per Day X	Per Activity)		
8. Additional Expenses: (i.e. mileage, hotel, air fare, etc) Mileage Assignor Fee	\$ 800.00 \$ 200.00 \$	\$ \$ <u>6,000.00</u>	Total for Addit'l Expenses  Grand Total (not to exceed)
9. Amounts of \$5,001.00 or more require Board Approva	al: (date to Board)	(to be completed by Business Ser	vices)

#### 4.2.6. Page 3 of 9

#### CONSULTANT TERMS AND CONDITIONS

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

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. (Not applicable to Contract Employee)

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

11. AGREED TO AND ACCEPTED	(If determined to be a Contract Employee, a payroll check will be i	ssued with applicable taxes withheld.)
(Signature of Consultant)	Kimball Shirey	6/30/2012
12. RECOMMENDED:	Chip Carton, Athletic Director	7/26/12
(Signature of Originating Faculty Advisor)  APPROVED:	(Print Name)  ASB Requisition/PO # 213047 issued by ASB Accounting Office. **	**ASB Requisition/PO# required before C.A. submitted to District for approval.
Silen of Many (Signature of ASB Office)	(Print Naple and Tigle) Tim HANZON	\$\\\\14\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
(Signatury of Principal)  APPROVED:	(Print Name and Title)  Peller Van Brechtink	8/24/12
(Signature of Administrator – Business Services)	(Print Name and Title)	(Date)
13. Authorization for Payment:		ct Employee
(a). CHECK REQUIRED (Invoice to a	company payment request):	
Partial Payment thru: (Date)		
Full or Final Payment		
(b). \$		
(Amount) (Originating Ad	ministrator Signature – Use Blue Ink) (D	ate)

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

4.2.6. Page 4 of 9

#### CONSULTANT AGREEMENT

For Services Provided to ASB

1.	A completed BS	S10a. "Guidelines for Employ	ring Independent Contract Consultants" certificate is:
	X On File	e (click to view)	Attached
2.	A completed W	'9 "Request for Taxpayer Ide	ntification Number and Certification" form is:

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

Attached

Name: NCBOA Chico/Yuba (Basketball Officials)
Street Address/POB: 1702 Spruce Ave.
City, State, Zip Code: Chico, CA 95928
Phone: 530-345-2086

Taxpayer ID/SSN: 68-0349099

X On File (click to view)

This agreement will be in effect (Current Fiscal Year) From: 8/1/2012 To: 6/30/2013

Location(s) of Services: (site) Chico High

3. Scope of Work to be performed: (attach separate sheet if necessary)
Provide Officials for Basketball games involving Chico High as the host school

- 4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant services: Provide students of CHS with fair and safe athletic contests as required by CIF guidelines and NFHS rules
- 5. ASB account name to be Charged: (corresponding to accounts below)
- 1) Athletic Boys Basketball and Boys Basketball
- 2) Athletic Girls Basketball and Girls Basketball
- 3) Boys Basketball Tournament
- 6. Account(s) to be Charged:

	Pct (%)	Account #	Amount
1)	38	104/610	\$3,300.00
2)	38	106/615	\$3,300.00
3)	24	610	\$2,200.00

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

\$ Va	rious Per Unit,	times		#	Units =	\$	7,200.00	Total for Services
(Unit:	Per Hour	Per Day	X	Per A	Activity)			
8. Addit Mileage Assignor	ional Expenses: (i.e	mileage, hotel, air	fare, etc)	\$ \$ \$	1,0000 600.00	\$ <b>\$</b>	8,800.00	Total for Addit'l Expenses  Grand Total (not to exceed)
9. Amoui	nts of \$5,001.00 or mo	re require Board.	Approva	ıl: (da	te to Board)			

BS-10.doc.8.29.08 dm Page 1 6/21/2012

(to be completed by Business Services)

#### 4.2.6.

#### CONSULTANT TERMS AND CONDITIONS

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

Page 5 of 9

- a. 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. (Not applicable to Contract Employee)
- b. 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.
- c. 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.
- d. If applicable, the Consultant will certify in writing, using <u>Administration Form #3515.6.1</u>, that criminal background checks have been completed as per <u>Board Policy #3515.6</u> prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
- e. 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.
- f. 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. (Not applicable to Contract Employee)
- g. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
- h. 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	(If determined to be a Contract Employee, a payroll check will be i	ssucd with applicable taxes withheld.)
Vu Kadelle	Bu Padula	7-2-12
(Signiture of Consultant)	(Print Namo)	(Date)
12. RECOMMENDED:		-1.1.
C. Coster	Chip Carton, Athletic Director	7/26/12
(Signature of Originating Faculty Advisor)	(Print Name)	(Date)
	ASB Requisition/PO # 23050 issued by ASB	**ASB Requisition/PO# required
APPROVED:	Accounting Office. **	before C.A. submitted to District for approval.
Men Hays	Kiley Hayes, President	8/14/12
Differel	Print Name and Title)	S/13/1Z (Date)
(Signature of Principal)	(Pally Jamie and Line)	. 1
Fill Jan Buskell	tater Van Buskirk	8/34/10
(Signature of Administrator - Business Services)	(Print Name and Title)	(Date)
13. Authorization for Payment:	Consultant Contra	act Employee
(a). CHECK REQUIRED (Invoice to a	ccompany payment request):	
Partial Payment thru:		
(Date)		1
Full or Final Payment		
(b).		
S		
(Amount) (Originating Ad	ministrator Signature - Use Blue Ink) (D	ate)

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

4.2.6. Page 6 of 9

#### CONSULTANT AGREEMENT

	THE CONTRACT OF STREET		10000
For Services	Provided	to	ASI

1.	A completed	BS10a. "Guidel	ines for Employi	r Services Provi ng Independent C	ontract Con	sultants" certificat	e is:
		ile (click to vie		Attached			
2.			or Taxpayer Ident	tification Number	and Certifi	cation" form is:	
	X On F	ile (click to vie	ew)	Attached			
This	Agreement to	furnish certain	consulting servi	ices is made by a	nd between	n Chico Unified S	chool District ASB and:
	Street Address City, State, Zip Taxpayer IE agreement will	Name: GSSR /POB: 4885 B	alls Ferry Rd on, CA 96007 8-2553 079	From: 8/1/2012		To: 6/30/201	
3. Pro	Scope of Work vide Officials fo	to be performed prisoccer games	d: (attach separate s involving Chico	heet if necessary) High as the host	school		
4. Prov	Goal (Strategio vide students of	: Plan, Site Plan CHS with fair a	, Other) to be ac	hieved as a resul ontests as require	of Consult d by CIF gu	ant services: idelines and NFHS	S rules
5. 1) 2) 3)	Ath Soccer B	ame to be Char oys and Boys So irls and Girls So	ged: (correspondi occer occer	ng to accounts belo	w)		
6. 1) 2) 3)	55	ne Charged: Account # 126/640 127/645	Amount \$2,400.00 \$2,900.00				
7.	Payment to Co	nsultant: (for t	he above services	s, ASB will pay (	Consultant a	s follows)	
\$		Per Unit, times	1	# Units =	\$	4,500.00	Total for Services
(U	nit: Per	Hour Po	er Day X	Per Activity)			
Mil	Additional Exp eage ignor Fee	enses: (i.e. mileag	e, hotel, air fare, etc)	\$ 500.00 \$ 300.00 \$	\$		Total for Addit'l Expenses
					\$ 5,30	0.00	Grand Total (not to exceed)

9. Amounts of \$5,001.00 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)

4.2.6. Page 7 of 9

- a. 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. (Not applicable to Contract Employee)
- b. 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.
- c. 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.
- d. If applicable, the Consultant will certify in writing, using <u>Administration Form #3515.6.1</u>, that criminal background checks have been completed as per <u>Board Policy #3515.6</u> prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
- e. 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.
- f. 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. (Not applicable to Contract Employee)
- g. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
- h. 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.

(Signature of Consultant)	(If determined to be a Contract Employee, a payroll check will be iss    Reviv C Convers   (Print Name)	ued with applicable taxes withheld.)    S- /4/ -/ 2
12. RECOMMENDED: (Signature of Originating Faculty Advisor)	Chip Carton, Athletic Director (Print Name)	8/17/12 (Date)
(Signature of ASIS Officer) (Signature of ASIS Officer) (Signature of Principal)	ASB Requisition/PO # 213052 issued by ASB Accounting Office. **  Kiley Hayes, Fresident  (Print Name and Title)  (Print Name and Title)	**ASB Requisition/PO# required before C.A. submitted to District for approval (Date)  **ASB Requisition/PO# required before C.A. submitted to District for approval (Date)
APPROVED:  (Signature of Administrator – Business Services)	PHU Van Buskull (Print Name and Fitle)	8 B4/16
13. Authorization for Payment:	Consultant Contrac	t Employee
(a). CHECK REQUIRED (Invoice to accept the partial Payment thru:  (Date)  Full or Final Payment	company payment request):	
(b). S		

(Date)

(Originating Administrator Signature - Use Blue Ink)

(Amount)

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

4.2.6. Page 8 of 9

#### CONSULTANT AGREEMENT

For Services	Provided	to ASB

L.	4lated	DC10a "Cuidali	Fo	r Services Provident C	led to ASI	] nsultants" certifica	te is:
1.				Attached			
		File (click to view W9 "Request for the control of	,		and Certif	fication" form is:	
2.					and Corn	noution torm is.	
		File (click to vie	,	Attached	11.4	Chica Unified C	ishaal District ASR and
Thi	s Agreement			ices is made by a	ind betwee	en Cinco Oninea s	ichool District ASB and
Thi	Street Addre City, State, Z Taxpayer s agreement w Location(s) o	ip Code: Paradis Phone: 530-89	kyway e, CA 95969 3-8925/521-625 1706	From: 8/1/2012		To: 6/30/201	3
3. Pro	Scope of Wo	rk to be performed for baseball and s	l: (attach separate s oftball games inv	sheet if necessary) volving Chico Hig	gh as the he	ost school	
4. Pro	Goal (Strateg vide students o	i <b>c Plan, Site Plan</b> of CHS with fair an	, Other) to be ac nd safe athletic c	chieved as a resul ontests as require	t of Consul d by CIF g	tant services: uidelines and NFH	S rules
5. 1) 2) 3)	Ath Baseba Ath Softbal	name to be Char II and Baseball I and Softball	ged: (correspondi	ing to accounts belo	w)		
6.	Account(s) to	be Charged: Account #	Amount				
1	Pet (%)	102/600	\$2,750.00				
2	50	128/605	\$2,750.00				
7.	Payment to C	Consultant: (for t	he above service	s, ASB will pay (	Consultant	as follows)	
\$	Various	Per Unit, times		# Units =	\$	4,400.00	<b>Total for Services</b>
a	Jnit: Pe	r Hour Po	er Day X	Per Activity)			
8. M		<b>cpenses:</b> (i.e. miloag	e, hotel, air fare, etc	\$ 600.00 \$ 500.00 \$	\$		Total for Addit'l Expenses
					\$ 5,5	00.00	Grand Total (not to exceed)
9.	Amounts of \$5,	001.00 or more requ	ire Board Approva	al: (date to Board)	n 1.	and atod by Ducinacs Sa	nuices)

(to be completed by Business Services)

# CONSULTANT TERMS AND CONDITIONS

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

4.2.6. Page 9 of 9

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- In the performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the Agreement, unless agreed upon under Additional Expenses on page 1 of this Agreement.
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  - Consultant agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all Consultant agrees to detend, indemnity and note narmiess 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 loss arising in any way out of Consultant's negligence in the performance of this Agreement, including, but not limited to, employees utilized by the Consultant. any claim due to injury and/or damage sustained by Consultant, and/or the Consultant's employee or agents.
  - Consultant will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum strong and the strong of the Consultant will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum strong of the Consultant will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum strong of the Consultant will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum strong of the Consultant will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum strong of the Consultant will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum strong of the Consultant will provide to Assistant Superintendent, and the Consultant strong of the Consultant will provide to Assistant Superintendent, Business Services, upon request, a Certificate of insurance snowing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the District. (Not applicable to Contract
    - Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
  - The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now or may in the future because applicable to Consultant Consultant. regulations that are now, or may in the future become, applicable to Consultant, Consultant's business, equipment and personnel guianous that are now, or may in the future occurring out of the performance of such operations.

h. The work completed herein must meet und. Consultant agrees to co	ale to Consultant, Consultant	perations.	
h. The work completed herein must meet the Consultant agrees to consecure the satisfactory completion thereof. Consultant agrees to consecure the satisfactory completion thereof. Consultant agrees to consecure the satisfactory completion thereof. Consultant agrees to consecure the satisfactory completed the satisfactory consecurity of the satisfactory consecurity and the satisfactory consecurity of the satisfactory consecutive the satisfactory completed the satisfactory compl	the performance of such of	joium	
h. Secure the satisfactory completion in the future become. Approved regulations that are now, or may in the future become. Approved regulations that are now, or may in the future become. Approved regulations that are now, or may in the future become. Approved regulations that are now, or may in the future become. Approved regulations that are now, or may in the future become. Approved regulations that are now, or may in the future become. Approved regulations that are now, or may in the future become. Approved regulations that are now, or may in the future become. Approved regulations that are now, or may in the future become. Approved regulations that are now, or may in the future become. Approved regulations that are now, or may in the future become. Approved regulations that are now, or may in the future become. Approved regulations that are now, or may in the future become. Approved regulations that are now, or may in the future become. Approved regulations that are now, or may in the future become. Approved regulations are not required to be a Contract Employer.  11. AGREED TO AND ACCEPTED: (If determined to be a Contract Employer).	of the be-	ticable taxes withheld.)	
regulations that dies covered by this Agreement	way check will be issued	d with appreciation	
engaged in operations	loyee, a payron cura	1/20/20/2	
		6/ 28/201	
ACREED TO AND ACCES	VAND -	(Date)	
11. AGREED TO AND ACCEPTED: (IT details)		M-SG1-001	
(Print Name)			
	524 E	1/200/12	
(Cimature of Constitution of C	lotic Director	7/2012 (Date)	
Corton, Au	Hette 2	(Date)	
12, RECOMME	_	**ASB Requisition/PO# required	for
(Print Name)	17/55 issued by ASB	**ASB Requisition/PO# required before C.A. submitted to District	101
(Signature of Originating Faculty Advisor)  ASB Requisition/PO#  ASB Requisition/PO#	1 <del>36) /</del> 13500	approval.	
ASB Requisites	, ,	appro	-
(Signature of Originating Faculty Advisor)  (Signature of Originating Faculty Advisor)  ASB Requisition/PO # Z Accounting Office. **	31 6		
PODOVKD:	resident	(Date)	
Kiley Mayer IV	L	8/13/12	
OZILA O Harry (Print Name and Tibe)	(100	(Date)	
Tim Time	2010	(Date)	
(Signature ASB Street (Print Name and Title)		1 1/200	
Print Name dis		Chyllis	
(Signature of Principal)	- LIM	0/2410	
(Significant)	USKIM	(Date)	
18 to 1 M (Sus Provices) (Print Name and Title)		1	
(Signature of Administrator – Business Services) (Print Name and Tute)	Cont	ract Employee	
(Signature of Action	sultant	,	
- And And I			V
13. Authorization for Payment:	west):	1	1
13. Authorated the accompany payment req	desc).	1	1
(a). CHECK REQUIRED (Invoice to accompany payment req		T.	1
(a). CHECK REQ		1	1
and thru:			
Partial Payment that (Date)			
Pri - I Payment			1
Full or Final Payment			
		(Date)	
(b).  S (Originating Administrator Signature -	Use Blue Ink)		6/21/2012
Coriginating Administrator Signature			
(Amount) (Originating Administration Page 1977)	ge 2		
14	P-		

AGENDA ITEM:	Request for Bid Approval: Waste and Recycling Services (Three Years with the Option to Renew Annually for Two Additional Years)  Maureen Fitzgerald, Assistant Superintendent Business Services  September 5, 2012
Prepared by:	Maureen Fitzgerald, Assistant Super-Board Date September 5, 2012
X Consent	
Information	1 Only
Discussion  Background	Three companies

Bids were sent to three waste disposal companies and advertised locally. responded on August 7, 2012.

ed on August 7, 2012.	Annual Bid Amount
Company Recology Waste Management Northern Recycling and Waste Ser	\$96,544.80 \$116,074.58

<u>Fiscal Implications:</u>
Annual savings of approximately \$23,000.00

That the Board of Education authorize the Superintendent or designee to enter into a threeyear contract with Recology with an option to renew annually for two additional years.

### TITLE: Notice of Completion – Asbestos Abatement of Lincoln Hall at Chico High School

Action		
Consent Information	<u>X</u>	September 5, 2012
momation		

Prepared by: Michael Weissenborn, Director of Facilities & Construction

#### **Background information**

On May 16, 2012, the Board of Education approved the Asbestos Abatement of Lincoln Hall at Chico High School. The project was successfully completed by PARC Specialty Contractors on June 22, 2012.

#### **Educational Implications**

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

#### **Fiscal Implications**

This project was funded with Measure A bond funds.

#### **Additional Information**

The filing of a Notice of Completion (NOC) begins a thirty-five day lien period during which unpaid subcontractors, suppliers and other vendors can file a mechanics lien.

#### Recommendation

It is requested that the Board of Education authorize the Assistant Superintendent, Business Services to approve and execute the Notice of Completion for Asbestos Abatement of Lincoln Hall at Chico High School.

	EN RECORDED MAIL TO:	Page 2 of 2	
Asst Chic 1163	Supt. Business Services Of Unified School District East Seventh Street Of California 95928-5999		
<del></del>		SPACE ABOVE THIS LINE IS FOR RECORDER'S USE  DSA FILE NO. 4 H2  DSA APPL NO. 112339	
		PROJECT NO. 61424-60-1 NOTICE OF COMPLETION	
1.	The undersigned is OWNER or agent of described.	of the OWNER of the interest or estate stated below in the property hereinafter	
2.	The FULL NAME of the OWNER is CHICO UNIFIED SCHOOL DISTRICT.		
3.	The FULL ADDRESS of the OWNER is 1163 EAST SEVENTH STREET, CHICO, CALIFORNIA, 95928-5999.		
4.	The NATURE OF THE INTEREST or ESTATE of the undersigned is: IN FEE		
5,	A work of improvement on the property hereinafter described was COMPLETED on 6/22/12 and accepted by the Chico Unified School District on 9/5/12.		
6.		s described as follows: FURNISHING OF ALL LABOR, MATERIALS AND coln Hall (Cafeteria Bldg.) at Chico High School FOR THE CHICO UNIFIED TTE COUNTY, CALIFORNIA.	
7.	The NAME OF THE ORIGINAL CONTRACTOR for such work of improvement is PARC Specialty Contractors, 1400 Vinci Avenue, Sacramento, CA 95838		
8.	The street address of said property is:		
	901 The Esplanade, Chico, C	CA 95926	
9.	The property on which said improveme CALIFORNIA, and described as follows:	ent was completed in the CITY OF CHICO, COUNTY OF BUTTE, STATE OF ows:	
	ASSESSORS PARCEL NUM	MBERS: 003-140-001	
Date:	Signature of	f Owner or agent of owner Maureen Fitzgerald, Asst. Supt. Business Services	
Verific	ation for NON-INDIVIDUAL OWNER:	I, the undersigned, declare under penalty of perjury under the laws of the State of	

California that I am the Business Manager of the aforesaid interest in the property described in the above notice; that I have read the

Maureen Fitzgerald, Asst. Supt. Business Services

said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Date and Place

## TITLE: California Water Service Company Easements for Inspire Facilities at Chico High School Campus

Action		
Consent	X	September 5, 2012
Information	( <del></del>	

Prepared by: Michael Weissenborn, Director of Facilities & Construction

#### **Background Information**

On February 28, 2012, the Board of Education directed staff to add appropriate facilities to the Chico High School campus to accommodate Inspire School of Arts and Sciences for the 2012-2013 school year. As a condition of approval the Fire Marshall required the addition of a fire hydrant on the Chico High School campus.

The California Water Service Company requires an easement on the Chico High School property to maintain and monitor the new water connection and fire hydrant for the Portable Classrooms and Toilet Building.

#### **Educational Implications**

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

#### **Fiscal Implications**

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

#### Recommendation

Preauthorize Superintendent to sign Easement Dedication at Chico High School as described in the attached legal description for the California Water Service Company.

### Exhibit "A" Easement Legal Description

All that certain real property situate in the City of Chico, County of Butte, State of California, described as follows:

COMMENCING at the most northerly corner of that certain parcel of land deeded to the City of Chico by the Chico Unified School District in that certain deed recorded in the office of the recorder of the County of Butte, State of California, in Book 2421, page 625 of Official Records, said Point of Commencement being 25.00 feet distant from the centerline of West Sacramento Avenue;

THENCE South 28°20'00" East along the existing southeasterly right-of-way line of said West Sacramento Avenue, a distance of 10.00 feet;

THENCE continuing along said southeasterly right-of-way line, South 61°40'00" West, a distance of 16.69 feet to the True Point of Beginning;

THENCE leaving said southeasterly right-of-way line, South 29°54'49" East, a distance of 81.38 feet;

THENCE South 41°09'49" East, a distance of 18,21 feet;

THENCE South 29°54'49" East, a distance of 113.49 feet;

THENCE South 07°24'49" East, a distance of 59.36 feet;

THENCE South 29°54'49" East, a distance of 70.67 feet;

THENCE South 60°05'11" West, a distance of 20.00 feet;

THENCE North 29°54'49" West, a distance of 74.65 feet;

THENCE North 07°24'49" West, a distance of 59.36 feet;

THENCE North 29°54'49" West, a distance of 107.54 feet;

THENCE North 41°09'49" West, a distance of 18.21 feet;

THENCE North 29°54'49" West, a distance of 83.90 feet, more or less, to a point on said southeasterly right-of-way line;

THENCE North 61°40'00" East along said southeasterly right-of-way line, a distance of 20.01 feet to the True Point of Beginning;

The above-described easement area contains 6,868 square feet, more or less.

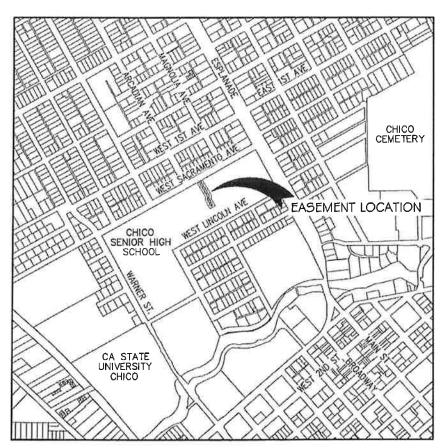
No. 8834

Keith L. Doglio

PLS 8834

Date: 08-24-12





LOCATION MAP NO SCALE



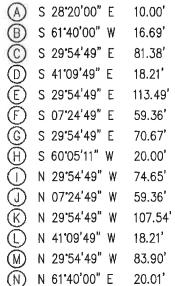


**FOR** CALIFORNIA WATER SERVICE COMPANY

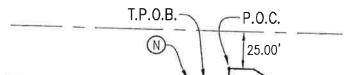


AUGUST, 2012 10116 SHEET 1 OF 2

## LINE DATA







WEST SACRAMENTO AVE.

CHICO SENIOR
HIGH SCHOOL

A.P. 003–140–002

CHICO SENIOR
HIGH SCHOOL

#### **LEGEND**

PROPERTY LINE

RIGHT—OF—WAY CENTERLINE

CALWATER EASEMENT
DEDICATION (6,868 SF)

P.O.C. POINT OF COMMENCEMENT
T.P.O.B. TRUE POINT OF BEGINNING

EXHIBIT "B"
EASEMENT PLAT

FOR

CALIFORNIA WATER SERVICE COMPANY



CIVIL ENGINEERS

115 YELLOWSTONE DRIVE · CHICO, CALIFORNIA 95973-5811
TELEPHONE 530-895-1422

AUGUST, 2012 10116 SHEET 2 OF 2

#### TITLE: California Water Service Company Easements for the New Classroom Building at Pleasant Valley High School

Action		
Consent	<u>X</u> _	September 5, 2012
Information	U	

Prepared by: Michael Weissenborn, Director of Facilities & Construction

#### **Background Information**

On May 16, 2012, the Board of Education authorized staff to enter into agreement with Broward Builders to build a two-story classroom building at Pleasant Valley High School. In order to maintain and monitor a new water connection and fire hydrant for the New Classroom Building the California Water Service Company requires an easement on the Pleasant Valley High School property.

#### **Educational Implications**

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

#### **Fiscal Implications**

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

#### Recommendation

Preauthorize Superintendent to sign Easement Dedication at Pleasant Valley High School as described in the attached legal description for the California Water Service Company.

### **EXHIBIT A**20 FOOT WIDTH WATER LINE EASEMENT

All that real property situated in the City of Chico in Butte County, State of California described as follows:

A 20 foot wide strip of land lying 10 feet on each side of the following described centerline for water line and appurtenant uses over, under and across a portion of Lot 23 of the Eighteenth Subdivision of the Bidwell Rancho, which map was filed in the Office of the Recorder of the County of Butte, State of California, October 6, 1911, in Map Book 7, at page 26, being more particularly described as follows;

Commencing at the northeast corner of said Lot 23, said corner lying on the centerline of Marigold Avenue, 660 feet south of the centerline of East Avenue; Thence South 00° 52' 01" East 177.62 feet, on and along the easterly line of said Lot 23, also being said centerline of said Marigold Avenue;

Thence South 89° 00' 10" West 30.00 feet leaving said centerline of Marigold Avenue to the westerly right-of-way line of said Marigold Avenue and the **True Point of Beginning** for the herein described easement centerline;

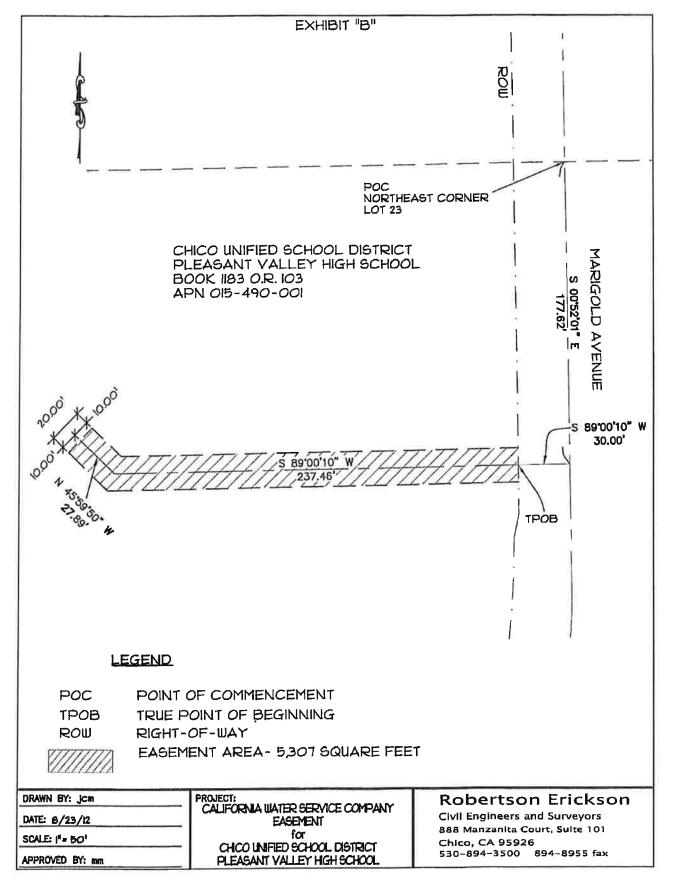
Thence South 89° 00' 10" West 237.46 feet;

Thence North 45° 59' 50" West 27.89 feet, to the terminus of said easement centerline.

The sidelines are to be shortened or lengthened to coincide with adjoining right-of-way lines.

Containing some 5,307 square feet more or less.

Sheet 1 of 1 Sheets



PROPOSED AGENDA ITEM:	California K-12 Common Core State Standards Update	
Prepared by: Michael Morris		
Consent	Board Date	September 5, 2012
✓ Information Only		
Discussion/Action		
Background Information		

Adopted in California in August 2010, the K-12 Common Core State Standards were developed through a state-led effort to establish consistent and clear education standards for English language arts and mathematics. The Common Core State Standards have been formally adopted by about 90% of the states.

#### **Education Implications**

The implementation of the Common Core State Standards will have a significant impact on education at the state and local levels. Some of these include a redesign of the state assessment system, probable redesign of the state and federal accountability systems, retooling of state-teacher preparation programs, and changes in curricula, instructional practices and assessment in classrooms. CCSS offer an unprecedented opportunity for collaboration among states and districts around common language and expectations.

#### **Fiscal Implications**

Although the exact fiscal impact is not yet known, the implementation of the Common Core State Standards will have a significant impact on financial resources at the state and local levels. Some of the areas requiring fiscal resources are professional development, technology, and instructional materials.

#### Additional Information