

CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Special Board Meeting

Wednesday, July 8, 2015

8:30 a.m. Closed / 9:00 a.m. Open

Chico Unified District Office, Large Conference Room

1163 East 7th Street, Chico, CA 95928

AGENDA

1. CALL TO ORDER

- 1.1. Public comment on closed session item

2. CLOSED SESSION

2.1. Update on Labor Negotiations

Employee Organizations:

Representatives:

CUTA

CSEA, Chapter #110

Kelly Staley, Superintendent

Kevin Bultema, Asst. Superintendent

Joanne Parsley, Asst. Superintendent

Jim Hanlon, Asst. Superintendent

2.2. Public Employee Appointments

Per Government Code §54957

Title: Principal, Chapman Elementary School

Title: Principal, Parkview Elementary School

2.3. Public Employee Performance Evaluation

Per Government Code §54957

Title: Superintendent

If Closed Session is not completed before 9:00 a.m., it will resume immediately following the workshop.

3. RECONVENE TO REGULAR SESSION

3.1. Call to Order

3.2. Report Action Taken in Closed Session

4. ADJOURNMENT

5. CONSENT CALENDAR

5.1. EDUCATIONAL SERVICES

- 5.1.1. Consider Approval of the Consultant Agreement with Loy Mattison – Mattison Enterprises to Provide ERATE Consulting
- 5.1.2. Consider Approval of the Consultant Agreements (4) for CHS Sports Officials
- 5.1.3. Consider Approval of the Consultant Agreements (4) for PVHS Sports Officials
- 5.1.4. Consider Approval of the Consultant Agreement with Junior Leadership Development Program for Work with Fair View High Students
- 5.1.5. Consider Approval of the Consultant Agreement with CSU, Chico Research Foundation for Work on the California Mathematics and Science Partnership Grant
- 5.1.6. Consider Approval of the Consultant Agreement with John Siebal to Provide Prevention/Intervention Work at Chico and Fair View High Schools
- 5.1.7. Consider Approval of the Consultant Agreement with Kevin Clark Consulting and Training to Support Teachers of English learners
- 5.1.8. Consider Approval of the Consolidated Application for Funding Categorical Programs
- 5.1.9. Consider Approval of the Quarterly Report on Williams Uniform Complaints

5.2. BUSINESS SERVICES

- 5.2.1. Consider Approval of the Declaration of Surplus Property
- 5.2.2. Consider Approval of the Contract with Kingsley Bogard, LLP for Legal Services
- 5.2.3. Consider Approval of the California Water Service Company Easement for the Multipurpose Building Project at Marsh Jr. High School
- 5.2.4. Consider Approval of the Nutrition Services Bids for the 2015-2016 School Year

5.3. HUMAN RESOURCES

- 5.3.1. Consider Approval of Certificated Human Resources Actions

6. DISCUSSION/ACTION CALENDAR

6.1. BUSINESS SERVICES

- 6.1.1. Discussion/Action: Preauthorization for Bid Approval for Phase I ADA Barrier Removal Projects at Citrus and Emma Wilson (Julia Kistle)
- 6.1.2. Discussion/Action: Chico High School Structural Roof Overhang Project – Phase 1 and Phase 2 (Julia Kistle)

6.2. BOARD

- 6.2.1. Discussion/Action: Development of 2015-2016 Board Adopted Goals
- 6.2.2. Discussion/Action: Development of 2015-2016 Board Workshop Topics
- 6.2.3. Discussion/Action: 2015-2016 Board Committee Assignments
- 6.2.4. Discussion/Action: Review/Revise the Board of Education Governance Handbook
- 6.2.5. Discussion/Action: Board Bylaw 9250, Remuneration, Reimbursement and Other Benefits
- 6.2.6. Discussion/Action: Board Self-Evaluation

7. ADJOURNMENT

Elizabeth Griffin, President
Board of Education
Chico Unified School District

The Chico Unified School District Board of Education welcomes you to this meeting and invites you to participate in matters before the Board.

INFORMATION, PROCEDURES AND CONDUCT OF CUSD BOARD OF EDUCATION MEETINGS

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

CONSENT CALENDAR

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

STUDENT PARTICIPATION

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

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

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

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

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

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

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

WRITTEN MATERIAL:

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

COPIES OF AGENDAS AND RELATED MATERIALS:

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

AMERICANS WITH DISABILITIES ACT

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

Pursuant to Government Code 54957.5, If documents are distributed to board members concerning an agenda item within 72 hours of a regular board meeting, at the same time the documents will be made available for public inspection at the Chico Unified School District, Superintendent's Office located at 1163 East Seventh Street, Chico, CA 95928 or may be viewed on the website: www.chicousd.org.

SIDE LETTER OF AGREEMENT
between the
CHICO UNIFIED SCHOOL DISTRICT
and the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER 110

(Temporary Increase in District Contribution for Insurances)

This Side Letter is by and between the California School Employees Association, Chapter 110 ("CSEA 110") and the Chico Unified School District ("District"). The parties agree as follows:

1. This Side Letter does not waive or modify any provision in Article 7 (Health and Welfare Benefits).
2. In the 2015/2016 State Budget, the CUSD received one-time monies.
3. In partnership with CSEA 110, there is a desire to make some of those dollars available to employees (and retirees) to assist with out-of-pocket expenses during the period between July 1, 2015 and December 31, 2015.
4. From July 1, 2015 through December 31, 2015, instead of what is specified in the collective bargaining agreement, each eligible full-time unit member will receive a contribution of:
 - Active Unit Members (Composite) \$1,022.00 per month
5. An eligible part-time unit member will receive a pro-rated contribution.

FOR THE DISTRICT

FOR THE CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION, CHAPTER
110

By: 

Date: 6-29-15

By: 

Date: 6-29-15

SIDE LETTER OF AGREEMENT
between the
CHICO UNIFIED SCHOOL DISTRICT
and the
CHICO UNIFIED TEACHERS ASSOCIATION

(Temporary Increase in District Contribution for Insurances)

This Side Letter is by and between the Chico Unified Teachers Association ("CUTA") and the Chico Unified School District ("District"). The parties agree as follows:

1. This Side Letter does not waive or modify any provision in Article 9 (Health and Welfare Benefits).
2. In the 2015/2016 State Budget, the CUSD received one-time monies.
3. In partnership with CUTA, there is a desire to make some of those dollars available to employees (and retirees) to assist with out-of-pocket expenses during the period between July 1, 2015 and December 31, 2015.
4. From July 1, 2015 through December 31, 2015, instead of what is specified in the collective bargaining agreement, each eligible full-time unit member (and retiree) will receive a contribution of:
 - Active Unit Members (Composite) \$1,022.00 per month
 - Retiree (Single) \$ 858.00 per month
 - Retiree (Plus Spouse) \$1,225.00 per month
5. An eligible part-time unit member will receive a pro-rated contribution.

FOR THE CHICO UNIFIED SCHOOL
DISTRICT

By: Kelly Stanley
Date: 6-30-15

FOR THE CHICO UNIFIED TEACHERS
ASSOCIATION

By: Jim Mott
Date: 6-30-15

SIDE LETTER OF AGREEMENT
between the
CHICO UNIFIED SCHOOL DISTRICT
and the
CHICO UNIFIED MANAGEMENT ASSOCIATION

(Temporary Increase in District Contribution for Insurance)

This Side Letter is by and between the Chico Unified Management Association (CUMA) and the Chico Unified School District. The parties agree as follows:

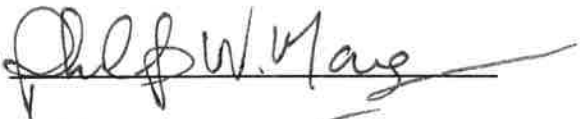
1. In the 2015/16 State Budget, the CUSD received one-time monies.
2. In partnership with CUMA, there is a desire to make some of those dollars available to employees in lieu of increased benefit costs during the period between July 1, 2015 and December 31, 2015.
3. From July 1, 2015 through December 31, 2015 each full-time CUMA member will receive the equivalent of \$58.00 per month for a total of \$348.00.
4. An eligible part-time member will receive a pro-rated contribution.

FOR THE CHICO UNIFIED SCHOOL
DISTRICT

By: 

Date: 7/1/15

FOR THE CHICO UNIFIED
MANAGEMENT ASSOCIATION

By: 

Date: 7-1-15

AGENDA ITEM: Consultant Agreement with Loy Mattison (Mattison Enterprises)

Prepared by: John Vincent, Director – Information Technology

☒ Consent

Board Date July 8, 2015

☐ Information Only

☐ Discussion/Action

Background Information

ERATE program provides discounts to assist most schools and libraries. The Schools and Libraries program supports connectivity for communications using telecommunications services and/or the Internet. Due to the complexity of the program and the rules which must be followed, Chico USD has used a consultant for many years to help with this process.

With the need to maximize any and all funding sources, we find the need to have a consultant who can provide us with more than just filling in the forms and answering questions when they arise. Mattison Enterprises helps meet all the requirements and shows us all our telecommunications billing/credits as part of the ERATE program. This helps to assure we are getting the full refunds we qualify for and are completing all parts of the process correctly.

Fiscal Implications

There is no impact to the general fund. Mattison Enterprises bills at an hourly rate of \$110 per hour. The estimate for our district is between 60-80 hours or \$6,600-\$8,800. We are billed only for the hours used.

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

CONSULTANT AGREEMENT

1. A completed BS10a. "Certificate of Independent Consultant Agreement" guideline is:
☐ On File (click to view) ☒ Attached if not on file
2. A completed W9 "Request for Taxpayer Identification Number and Certification" form is:
☐ On File (click to view) ☒ Attached if not on file

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

Name: Loy Mattison - Mattison Enterprises
Street Address/POB: 7038 Almond Hill Court
City, State, Zip Code: Orangevale, CA 95662
Phone: 916-849-0502
Taxpayer ID/SSN:

This agreement will be in effect from: 7/1/2015 to: 6/30/2016
Location(s) of Services:

3. Scope of Work to be performed: (attach separate sheet if necessary)
ERATE consulting - refine scope of work, walk through safety meetings, completion of ERATE forms/ submission documentation, vendor/district communication, construction management, review bills for appropriate rebates
4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant Services:
To complete ERATE application process, to appropriately deploy technology, to effectively deliver curriculum and manage the operation of the district
5. Funding/Programs Affected: (corresponding to accounts below)
1) California Teleconnect Fund (CTF) or Discounted Advanced Services
2)
3)

Pct. (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Site	Manager
1) 100%	01	0000	0	0000	7700	5800	570	5400
2)						5800		
3)						5800		

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

8. Payment to Consultant: For services actually rendered and supported by Consultant initiated invoices, the District will pay consultant not to exceed the payment criteria as follows:

\$ 110.00 Per Unit, times 80.00 #Units = \$ 8,800.00 Total for Services

9. Additional Expenses

\$
\$

Total of Additional
Expenses
\$ 0.00
\$ 8,800.00 Grand Total

Amounts of \$5,001.00 or more require Board Approval: (date to Board)

CONSULTANT TERMS AND CONDITIONS

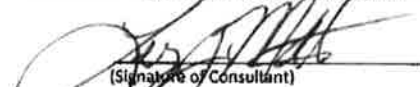
(Applicable, unless determined to be Contract Employee-See BS 10a)

CA#

Consultant Name:

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.chicoud.org/documents/BUSINESS/Consultant Agreement/BS 10a 11 04 rev.pdf](http://www.chicoud.org/documents/BUSINESS/Consultant%20Agreement/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.)


(Signature of Consultant)

Loy Mattison

(Printed Name)

Date

6/19/2015

13. RECOMMENDED:


(Signature of Originating Administrator)

John Vincent, Dir IT

(Printed Name)

Date

6/23/15

14. APPROVED:


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

David Scott, Asst. Sup

(Printed Name)

Date

08/23/2015

APPROVED:



Consultant



Contract Employee


(Signature of District Admin, Business Services)

Kevin J. Beltema

(Printed Name)

Date

6-29-15

15. Authorization for Payment:

CHECK REQUIRED (Invoice to accompany payment request):



Partial Payment through:

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

\$

(Amount)

(Originating Administrator Signature- Use Blue Ink)

(Date)

AGENDA ITEM: Consultant Agreements (4) for Officials for CHS Sports

Prepared by: Chip Carton, Athletic Director

☒ Consent

Board Date July 8, 2015

☐ Information Only

☐ Discussion/Action

Background Information

To provide officials for games involving Chico High as the host school.

- NCOA (Football Officials)
- NCBOA Chico/Yuba (Basketball Officials)
- GSSRA (Soccer Games)
- NCB-SOA (Baseball and Softball Games)

Educational Implications

N/A

Fiscal Implications

Paid for by the Associated Student Body.

CONSULTANT AGREEMENT

For Services Provided to ASB

1. A completed BS10a. "Guidelines for Employing Independent Contract Consultants" certificate is:

☒ On File (click to view) Attached

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

☒ On File (click to view) Attached

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

Name: NCOA Football Officials

Street Address/POB: P.O. Box 3490

City, State, Zip Code: Paradise, CA 95967

Phone: 530-521-8695 or 530-487-8200 x116

Taxpayer ID/SSN: 65-1169717

This agreement will be in effect (Current Fiscal Year) From: 8/1/2015

To: 6/30/2016

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

3. **Scope of Work** to be performed: (attach separate sheet if necessary)
Provide Officials for Football 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 Football League
- 2) Football Non-League
- 3)

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

	Pct (%)	Account #	Amount
1)	57	114	\$2,850.00
2)	43	630	\$2,150.00
3)			

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

\$	Various	Per Unit, times	# Units =	\$	4,000	Total for Services
(Unit:	Per Hour	Per Day	<input checked="" type="checkbox"/> Per Activity)			

8. **Additional Expenses:** (i.e. mileage, hotel, air fare, etc)

Mileage	\$	800.00
Assignor Fee	\$	200.00
	\$	

**Total for
Addit'l Expenses**

\$ 5,000.00

**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)

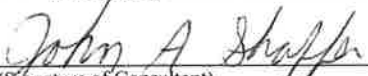
CONSULTANT TERMS AND CONDITIONS(Applicable, unless determined to be Contract Employee – See BS10a)

5.1.2.

Page 3 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 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.
- 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 issued with applicable taxes withheld.)

 (Signature of Consultant)	<u>JOHN A SHAFER</u> (Print Name)	<u>6/12/15</u> (Date)
---	--------------------------------------	--------------------------

12. RECOMMENDED:

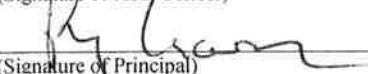
 (Signature of Originating Faculty Advisor)	Chip Carton, Athletic Director (Print Name)	<u>6/11/15</u> (Date)
---	---	--------------------------

APPROVED:

ASB Requisition/PO # 54023 issued by ASB Accounting Office. **

**ASB Requisition/PO# required before C.A. submitted to District for approval.

 (Signature of ASB Officer)	<u>Lauren Moxon President</u> (Print Name and Title)	<u>6/11/15</u> (Date)
---	---	--------------------------

 (Signature of Principal)	<u>Ray Govan</u> (Print Name and Title)	<u>6-11-15</u> (Date)
---	--	--------------------------

APPROVED:

_____ (Signature of Administrator – Business Services)	_____ (Print Name and Title)	_____ (Date)
---	---------------------------------	-----------------

13. Authorization for Payment:
☐ Consultant

☐ Contract Employee
(a). CHECK REQUIRED (Invoice to accompany payment request):

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

(b).

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

CONSULTANT AGREEMENT

For Services Provided to ASB

1. A completed BS10a. "Guidelines for Employing Independent Contract Consultants" certificate is:

X On File (click to view) Attached

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

X On File (click to view) Attached

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

Name: NCBOA Chico/Yuba (Basketball Officials)

Street Address/POB: 56 Sky Mountain Circle

City, State, Zip Code: Chico, CA 95928

Phone: 530-345-2086

Taxpayer ID/SSN: 68-0349099

This agreement will be in effect (Current Fiscal Year) From: 08/01/2015

To: 6/30/2016

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 League and Boys Basketball Non-League
- 2) Athletic Girls Basketballs I League and Girls Basketball Non-League
- 3) Boys Basketball Tournament

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

	Pct (%)	Account #	Amount
1)	37	104/610	\$2,850.00/\$1,400.00
2)	37	106/615	\$2,850.00/\$1,400.00
3)	26	610	\$3,000.00

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

\$ Various Per Unit, times # Units = \$ 9,500.00 Total for Services

(Unit: Per Hour Per Day X Per Activity)

8. **Additional Expenses:** (i.e. mileage, hotel, air fare, etc)

Mileage	\$ 1,400.00
Assignor Fee	\$ 600.00
	\$

**Total for
Addit'l Expenses**

\$ 11,500.00

**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)

5.1.2.
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 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.
- 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 issued with applicable taxes withheld.)

Bill Padula
(Signature of Consultant)

Bill Padula
(Print Name)

6/18/15
(Date)

12. RECOMMENDED:

C. Carton
(Signature of Originating Faculty Advisor)

Chip Carton, Athletic Director
(Print Name)

6/11/15
(Date)

APPROVED:

Lauren Moxen
(Signature of ASB Officer)

ASB Requisition/PO # 90026 issued by ASB Accounting Office. **

**ASB Requisition/PO# required before C.A. submitted to District for approval.

R. Gowan
(Signature of Principal)

Lauren Moxen ASB Prez
(Print Name and Title)

6/11/15
(Date)

R. Gowan
(Print Name and Title)

6-11-15
(Date)

APPROVED:

(Signature of Administrator – Business Services)

(Print Name and Title)

(Date)

13. Authorization for Payment:

☒ Consultant

☐ Contract Employee

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

☐ Partial Payment thru: _____
(Date)

☐ Full or Final Payment

(b).

\$

(Amount)

(Originating Administrator Signature – Use Blue Ink)

(Date)

CONSULTANT AGREEMENT

For Services Provided to ASB

1. A completed BS10a. "Guidelines for Employing Independent Contract Consultants" certificate is:

X On File (click to view) Attached

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

X On File (click to view) Attached

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

Name: GSSRA

Street Address/POB: 14155 Calle Privada

City, State, Zip Code: Red Bluff, CA 96080

Phone: 530-736-2186

Taxpayer ID/SSN: 68-057079

This agreement will be in effect (Current Fiscal Year) From: 8/1/2015

To: 6/30/2016

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

3. **Scope of Work** to be performed: (attach separate sheet if necessary)
Provide Officials for soccer 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) Ath Soccer Boys League and Boys Soccer Non-League
- 2) Ath Soccer Girls League and Girls Soccer Non-League (Varsity)
- 3) Girls Soccer F/S Non-League

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

	Pct (%)	Account #	Amount
1)	37	126/640	\$2,200.00
2)	37	127/645	\$2,200.00
3)	26	645	\$1,600.00

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

\$	Per Unit, times	1	# Units =	\$	5,200.00	Total for Services
(Unit:	Per Hour	Per Day	X	Per Activity)		

8. **Additional Expenses:** (i.e. mileage, hotel, air fare, etc)

Mileage	\$	500.00
Assignor Fee	\$	300.00
	\$	

**Total for
Addit'l Expenses**

\$ 6,000.00

**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)

- 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 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.
- 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 issued with applicable taxes withheld.)

Michelle Hickok
(Signature of Consultant)

Michelle Hickok
(Print Name)

6-14-15
(Date)

12. RECOMMENDED:

C. Carton
(Signature of Originating Faculty Advisor)

Chip Carton, Athletic Director
(Print Name)

6/11/15
(Date)

APPROVED:

ASB Requisition/PO # 70028 issued by ASB
Accounting Office. **

**ASB Requisition/PO# required
before C.A. submitted to District for
approval.

[Signature]
(Signature of ASB Officer)

Lauren Maxon, ASB Pres
(Print Name and Title)

6/11/15
(Date)

[Signature]
(Signature of Principal)

Reg. Gooch
(Print Name and Title)

6-11-15
(Date)

APPROVED:

(Signature of Administrator – Business Services)

(Print Name and Title)

(Date)

13. Authorization for Payment:

☒ Consultant

☐ Contract Employee

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

☐ Partial Payment thru: _____
(Date)

☐ Full or Final Payment

(b).

\$ _____
(Amount) (Originating Administrator Signature – Use Blue Ink) (Date)

CONSULTANT AGREEMENT

For Services Provided to ASB

1. A completed BS10a. "Guidelines for Employing Independent Contract Consultants" certificate is:

X On File (click to view) Attached

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

X On File (click to view) Attached

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

Name: NCB-SOA
Street Address/POB: 6020 Skyway
City, State, Zip Code: Paradise, CA 95969
Phone: 530-893-8925/521-6251
Taxpayer ID/SSN: 68-0341706

This agreement will be in effect (Current Fiscal Year) From: 8/1/2015 To: 6/30/2016

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

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

Provide Officials for baseball and softball 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) Ath Baseball League and Baseball Non-League
- 2) Ath Softball League and Non-League Softball
- 3)

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

	Pct (%)	Account #	Amount
1)	53	102/600	\$2,250.00/\$1,250.00
2)	47	128/605	\$2,250.00/\$750.00
3)			

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

\$	Various	Per Unit, times	# Units =	\$	5,250.00	Total for Services
(Unit:	Per Hour	Per Day	X Per Activity)			

8. **Additional Expenses:** (i.e. mileage, hotel, air fare, etc)

Mileage	\$	750.00
Assignor Fee	\$	500.00
	\$	

**Total for
Addit'l Expenses**

\$ 6500.00

**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)

5.1.2.
Page 9 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 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.
- 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 issued with applicable taxes withheld.)

David Wallerand
(Signature of Consultant)

DAVID WALLEEVAND
(Print Name)

6/13/15
(Date)

12. RECOMMENDED:

C. Carter
(Signature of Originating Faculty Advisor)

Chip Carton, Athletic Director
(Print Name)

6/11/15
(Date)

ASB Requisition/PO # 50029 issued by ASB
Accounting Office. **

**ASB Requisition/PO# required
before C.A. submitted to District for
approval.

APPROVED:

Loren Moxon
(Signature of ASB Officer)

Loren Moxon ASB Prez
(Print Name and Title)

6/11/15
(Date)

R. Brown
(Signature of Principal)

R. Brown
(Print Name and Title)

6-11-15
(Date)

APPROVED:

(Signature of Administrator - Business Services) (Print Name and Title) (Date)

13. Authorization for Payment:

☒ Consultant

☐ Contract Employee

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

☐ Partial Payment thru: _____
(Date)

☐ Full or Final Payment

(b).

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

AGENDA ITEM: **Consultant Agreements (4) for Officials for the Following
PVHS Sports: Softball, Baseball, Field Hockey, Football,
Volleyball, Basketball**

Prepared by: David McKay on behalf of Lisa Baker, PVHS ASB

☒ Consent

Board Date July 8, 2015

☐ Information Only

☐ Discussion/Action

Background Information

Estimate for 2015-16 Officials:

- NCBSOA = \$18,850 PO# 160502 (Softball, Baseball & Field Hockey)
- NCVOA = \$11,500 PO# 16048 (Volleyball)
- NCBOA = \$17,000 PO# 16046 (Basketball) GSSRA • \$5,400 PO# 16045 (Soccer)
- GSSRA = \$ 5,400 PO #16045 (Soccer)

Education Implications

N/A

Fiscal Implications

Paid for by the Associated Student Body at PVHS.

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

CONSULTANT AGREEMENT

For Services Provided to ASB

1. A completed BS10a. "Guidelines for Employing Independent Contract Consultants" certificate is:

On File X Attached

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

On File X Attached

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

Name: NCVOA (Volleyball) — Chico

Address: 415 Silver Lake Dr.

City, State, Zip

Chico, CA 95973

Phone: ~~(530) 345-0415~~ (530) 592-8896

Taxpayer ID/SSN: #20-0160284

From: August 2015 To: June 2016

This agreement will be in effect (Current Fiscal Year)

Location(s) of Services: Pleasant Valley High School

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

Game officials for the 2015-16 Girls & Boys Volleyball Seasons: League and Non-league contests, including tournaments.

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

5. ASB account name to be Charged: (corresponding to accounts below)

- 1) ASB Girls Volleyball #675-Non League & Tournaments
- 2) ASB Boys Volleyball #670 – Non-League & Tournaments
- 3) Athletic Girls Volleyball #138-League
- 4)

6. Account(s) to be Charged:

	Account #	Amount
1) G Volleyball	675	\$6,000.00
2) B Volleyball	670	\$3,500.00
3) Ath G VB	138	\$2,000.00

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

\$ 0 Per Unit, times 0 # Units = \$ 11,500.00 Total for Services

Unit: Per Hour Per Day X School Year

8. Additional Expenses: (i.e. mileage, hotel, air fare, etc)

\$
\$
\$

Total for

\$

Addit'l Expenses

\$ 11,500.00

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)

- 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 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.
- 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 issued with applicable taxes withheld.)


(Signature of Consultant)

Terese Howell
(Print Name)

6/22/15
(Date)

12. RECOMMENDED:


(Signature of Originating Faculty Advisor)

Pam Jackson
(Print Name)

5/29/15
(Date)

ASB Requisition/PO # 110048 issued by ASB **

**ASB Requisition/PO# required before C.A. submitted to District for approval.

APPROVED:


(Signature of ASB Officer)

Sharon Thompson ASB Secretary
(Print Name and Title)

5/29/15
(Date)


(Signature of Principal)

John Shepherd principal
(Print Name and Title)

6/2/15
(Date)

APPROVED:


(Signature of Administrator – Business Services)

KEVIN BOUTERAK ASST. Supt.
(Print Name and Title)

6-30-15
(Date)

13. Authorization for Payment:



Consultant



Contract Employee

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

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

(b).

\$ _____
(Amount) (Originating Administrator Signature – Use Blue Ink) (Date)

CONSULTANT AGREEMENT

For Services Provided to ASB

1. A completed BS10a. "Guidelines for Employing Independent Contract Consultants" certificate is:

On File X Attached

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

On File X Attached

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

Name: **NCBOA (Basketball)**
Address: 56 Sky Mountain Circle
City, State, Zip
Chico, CA 95928
Phone: (530) 343-2017
Taxpayer ID/SSN: #68-0349099

From: August 2015 To: June 2016

This agreement will be in effect (Current Fiscal Year)

Location(s) of Services: Pleasant Valley High School

3. **Scope of Work to be performed:** (attach separate sheet if necessary)
Game officials for the 2015-16 basketball seasons. League and Non-League contests including tournaments

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

5. **ASB account name to be Charged:** (corresponding to accounts below)

- 1) ASB Boys Basketball #610-Non League & Tournaments
- 2) ASB Girls Basketball #615-Non League & Tournaments
- 3) Athletics Boys Basketball #138 League
- 4) Athletics Girls Basketball #138 League

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

	Account #	Amount
1) B BkB	610	\$6,000.00
2) G BkB	615	\$6,000.00
3) Ath B BkB	138	\$2,500.00
4) Ath G BkB	138	\$2,500.00

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

\$	/	Per Unit, times	0	# Units =	\$	17,000.00	Total for Services
Unit:	Per Hour	Per Day	X	Per School Year			

8. **Additional Expenses:** (i.e. mileage, hotel, air fare, etc)

\$							
\$							
\$							

Total for
Addit'l Expenses

\$ 17,000.00 **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)

- 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 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.
- 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 issued with applicable taxes withheld.)

Bill Padula (Signature of Consultant) Bill Padula (Print Name) 6/18/15 (Date)

12. RECOMMENDED:

[Signature] (Signature of Originating Faculty Advisor) Pam Jackson (Print Name) 6/2/15 (Date)

ASB Requisition/PO # 16046 issued by ASB **

**ASB Requisition/PO# required before C.A. submitted to District for approval.

[Signature] (Signature of ASB Officer) Sharon Thompson ASB Secretary (Print Name and Title) 6/11/15 (Date)

[Signature] (Signature of Principal) John Shepherd principal (Print Name and Title) 6/2/15 (Date)

APPROVED:

[Signature] (Signature of Administrator – Business Services) Kenn Boltram, ASST Supt. (Print Name and Title) 6-30-15 (Date)

13. Authorization for Payment:



Consultant



Contract Employee

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

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

(b).

\$ _____ (Amount) _____ (Originating Administrator Signature – Use Blue Ink) _____ (Date)

CONSULTANT AGREEMENT

For Services Provided to ASB

1. A completed BS10a. "Guidelines for Employing Independent Contract Consultants" certificate is:

On File X Attached

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

On File X Attached

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

Name: **GSSRA (Soccer)**

Address: 14155 Calle Privada.

Red Bluff, CA 96080

Phone:

Taxpayer ID/SSN: #68-0157079

From: August 2015

To: June 2016

This agreement will be in effect (Current Fiscal Year)

Location(s) of Services: Pleasant Valley High School

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

Game officials for the 2015-16 soccer seasons. League & Non-League contests, including tournaments.

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

5. **ASB account name to be Charged:** (corresponding to accounts below)

- 1) ASB JV Girls Soccer #646-Non League
- 2) ASB Var Girls Soccer #645-League
- 3) ASB Boys Soccer #640-Non League
- 4) Ath Girls Soccer #127-League
- 5) Ath Boys Soccer #126-League

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

	Account #	Amount
1) JV G Socc	646	\$300.00
2) Var G Socc	645	\$300.00
3) Var B Socc	640	\$300.00
4) Ath G Socc	127	\$2,700.00
5) Ath B Socc	126	\$1,800.00

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

\$	0	Per Unit, times	0	# Units =	\$	\$5,400.00	Total for Services
Unit:	Per Hour	Per Day	X	Per School Year			

8. **Additional Expenses:** (i.e. mileage, hotel, air fare, etc)

\$
\$
\$

Total for

\$

Addit'l Expen

\$ 5,400.00

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)

CA#

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'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 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.
- 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 issued with applicable taxes withheld.)

Michelle Hickok
(Signature of Consultant)

Michelle Hickok
(Print Name)

6-14-15
(Date)

12. RECOMMENDED:

[Signature]
(Signature of Originating Faculty Advisor)

Pam Jackson
(Print Name)

5/29/15
(Date)

ASB Requisition/PO # 116045 issued by ASB **

**ASB Requisition/PO# required before C.A. submitted to District for approval.

APPROVED:
[Signature]
(Signature of ASB Officer)

Sharon Thompson ASB Secretary
(Print Name and Title)

5/29/15
(Date)

[Signature]
(Signature of Principal)

John Shepherd principal
(Print Name and Title)

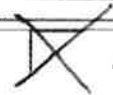
6/2/15
(Date)

APPROVED:

[Signature]
(Signature of Administrator – Business Services)

Kenneth Bowditch ASST Supt. 6-30-15
(Print Name and Title) (Date)

13. Authorization for Payment:



Consultant

Contract Employee

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

☐ Partial Payment thru: _____
(Date)

☐ Full or Final Payment

(b).

\$ _____
(Amount) (Originating Administrator Signature – Use Blue Ink) (Date)

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

CONSULTANT AGREEMENT

For Services Provided to ASB

1. A completed BS10a. "Guidelines for Employing Independent Contract Consultants" certificate is:

On File X Attached

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

On File X Attached

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

Name: NCBSOA (Softball, Baseball, FH)

Address: 6020 Skyway

Paradise, CA 95969

Phone: (530) 782-1975

Taxpayer ID/SSN: #68-0341706

From: August 2015 To: June 2016

This agreement will be in effect (Current Fiscal Year)

Location(s) of Services: Pleasant Valley High School

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

Game officials for the 2015-16 softball, baseball, field hockey seasons. League and Non-League Contests, including tournaments

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

5. ASB account name to be Charged: (corresponding to accounts below)

- 1) Ath Softball #138-League
- 2) Ath Baseball #138-League
- 3) ASB Softball #605-Non League & Tournaments
- 4) ASB Baseball #600-Non League & Tournaments
- 5) Ath Field Hockey #~~138~~ League

6. Account(s) to be Charged:

	Account #	Amount
1) Softball	138-5	\$3,000.00
2) Baseball	138-5	\$3,000.00
3) Softball	605-4	\$8,000.00
4) Baseball	600-4	\$3,100.00
5) Field Hockey	138-5	\$1,750.00

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

\$	0	Per Unit, times	0	# Units =	\$	\$18,850.00	Total for Services
Unit:	Per Hour	Per Day	X	Per School Year			

8. Additional Expenses: (i.e. mileage, hotel, air fare, etc)

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

\$ 18,850.00 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)

CA#

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'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 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.
- 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 issued with applicable taxes withheld.)

<u>David Wallerand</u> (Signature of Consultant)	<u>DAVID WALLERAND</u> (Print Name)	<u>6/13/15</u> (Date)
---	--	--------------------------

12. RECOMMENDED:

<u>[Signature]</u> (Signature of Originating Faculty Advisor)	<u>Pam Jackson</u> (Print Name)	<u>5/29/15</u> (Date)
--	------------------------------------	--------------------------

ASB Requisition/PO # 110050 issued by ASB **

**ASB Requisition/PO# required before C.A. submitted to District for approval.

APPROVED:

<u>[Signature]</u> (Signature of ASB Officer)	<u>Sharon Thompson ASB Secretary</u> (Print Name and Title)	<u>5/29/15</u> (Date)
<u>[Signature]</u> (Signature of Principal)	<u>John Shepherd principal</u> (Print Name and Title)	<u>6/2/15</u> (Date)

APPROVED:

<u>[Signature]</u> (Signature of Administrator – Business Services)	<u>KEVIN BULTMAN, ASST. SGT.</u> (Print Name and Title)	<u>6-30-15</u> (Date)
--	--	--------------------------

13. Authorization for Payment:



☒ Consultant



☐ Contract Employee

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

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

(b).

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

AGENDA ITEM: Consultant Agreement with Junior Leadership Development Program

Prepared by: David McKay, Director

☒ Consent

Board Date July 8, 2015

☐ Information Only

☐ Discussion/Action

Background Information

Since 2011, Jacob Peterson and his Junior Leadership Development Program (JLDP) have provided outstanding youth development training to Fair View students. Approximately 15 students go through an intensive four week program developed by Jacob and his team. Students are identified by FV staff and recommended for the program on a “good to great” basis: students who are beginning to experience sustained success at FV AND who would benefit from going deeper introspectively, interpersonally, and academically with the guidance of a mentor. The JLDP partners students up with mentors from the local Chico business community who walk alongside these students through the four-week program—and continue to support these students through high school graduation. There are a total of four male and female cohorts during the school year.

Education Implications

This program has been nothing less than a life-changer for many students. Besides examining student report cards, as well as attendance and discipline records, the best evidence for the positive educational benefits of this program come from the students themselves and from the testimonials delivered at the annual JLDP fundraiser at the CARD Center. There is a huge positive correlation with students completing this program and their academic progress. Many students also find employment as a result of the community connections gained through JLDP.

Fiscal Implications

There is no impact to the general fund.

Mandatory Instructions
(click to view)

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

CONSULTANT AGREEMENT

1. A completed BS10a. "Certificate of Independent Consultant Agreement" guideline is:
☐ On File (click to view) ☒ Attached if not on file
2. A completed W9 "Request for Taxpayer Identification Number and Certification" form is:
☐ On File (click to view) ☒ Attached if not on file

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

Name: Junior Leadership Development Program
Street Address/POB: 240 Main Street
City, State, Zip Code: Chico, Ca 95928
Phone: 530-330-5537
Taxpayer ID/SSN: 68-0161455

This agreement will be in effect from: 8/17/2015 to: 06/05/2016

Location(s) of Services:

Fairview High School

3. **Scope of Work to be performed: (attach separate sheet if necessary)**
 Participates work to develop healthy interactions with themselves, their families and their community. Offered to Junior/Senior level students considered at risk of dropping out of High School. Program led by two facilitators and a coordinator.
4. **Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant Services:**
 Increase School-to-Work experience for students
 Increase student attendance and credit completion rates

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

- 1) 21st CCLC
- 2)
- 3)

6.	Pct. (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Site	Manager
1)	100	01	4124	0	1039	1000	5800	030	6700
2)							5800		
3)							5800		

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

8. **Payment to Consultant:** For services actually rendered and supported by Consultant initiated invoices, the District will pay consultant not to exceed the payment criteria as follows:

\$ 20.87 Per Unit, times 982.00 #Units = \$ 20,494.34 **Total for Services**

9. Additional Expenses

\$
\$

Total of Additional
Expenses
\$ 0.00
\$ 20,494.34 **Grand Total**

Amounts of \$5,001.00 or more require Board Approval: (date to Board)

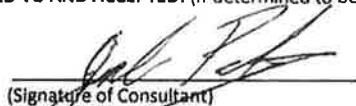
CONSULTANT TERMS AND CONDITIONS

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

Consultant Name: Junior Leadership Development Program

1. The Consultant will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Consultant Agreement. Consultant shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Consultant's employees.
2. Consultant shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page 1 of this Agreement.
3. In the performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.
4. If applicable, the Consultant will certify in writing, using Administration Form #3515.6, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
5. Consultant agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Consultant's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Consultant, and/or the Consultant's 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](http://www.chicousd.org/documents/BUSINESS/Consultant%20Agreement/BS%2010a%2011%2004%20rev.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)

Jacob Peterson
Program Director
(Printed Name)

6/25/2015
Date

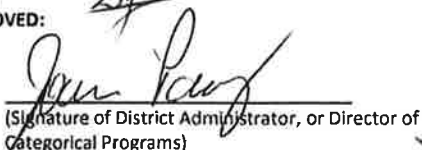
13. RECOMMENDED:


(Signature of Originating Administrator)

John Bohannon
Director
(Printed Name)

6/25/2015
Date

14. APPROVED:


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

Joanne Parsley
Asst. Superintendent
(Printed Name)

6-29-15
Date

APPROVED:


(Signature of District Admin, Business Services)

☒ Consultant ☐ Contract Employee
Kevin Bultma
Asst. Superintendent
(Printed Name)

6-30-15
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 Payable:
(check released upon completion of services)

- ☐ Send to Site Administrator: _____ (Date Check Required) _____
☐ Mail to Consultant

\$ _____
(Amount)

(Originating Administrator Signature- Use Blue Ink)

(Date)

AGENDA ITEM: Consultant Agreement with CSU, Chico Research Foundation for California Mathematics and Science Partnership Grant

Prepared by: John Bohannon, Director

☒ Consent

Board Date July 8, 2015

☐ Information Only

☐ Discussion/Action

Background Information

Chico Unified School District just recently received a California Mathematics and Science Partnership (CaMSP) grant. The project is entitled; The Mathematics Task Initiative in Middle and Elementary (Math TIME). The project is a collaborative partnership among Chico Unified School District (CUSD), Glenn County Office of Education (GCOE), Chico Math Project (CMP) and California State University, Chico (CSUC) to provide professional development for K-8 teachers. The primary goal of the program is to strengthen student engagement with mathematics and improve student mathematical achievement.

Educational Implications

The focus will be on increasing the content knowledge and pedagogical content knowledge of K-8 teachers in relation to Common Core standards. Additional emphasis will aim to strengthen teachers' capacity to incorporate electronics in lesson delivery. Teachers will participate in intensive summer institutes and will have experiences-as-learners. Coaching sessions and lesson study during the school year follow-up will support teachers as they incorporate what they have learned during their own instruction.

Fiscal Implications

This contract agreement with CSU, Chico has no impact on the general fund. Funds will come directly from the Math TIME grant.

Mandatory Instructions
(click to view)

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

CONSULTANT AGREEMENT

1. A completed BS10a. "Certificate of Independent Consultant Agreement" guideline is:
☒ On File (click to view) ☐ Attached if not on file
2. A completed W9 "Request for Taxpayer Identification Number and Certification" form is:
☒ On File (click to view) ☐ Attached if not on file

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

Name: CSU, Chico Research Foundation
 Street Address/POB: 400 West First Street
 City, State, Zip Code: Chico, CA. 95929-0230
 Phone: 530-898-4482
 Taxpayer ID/SSN: 68-0386518

This agreement will be in effect from: July 1, 2015 to: June 30, 2016

Location(s) of Services:

Various schools within Butte and Glenn Counties

3. Scope of Work to be performed: (attach separate sheet if necessary)
 CSU, Chico provides an integral role in the Math TIME project. CSUC staff and facilities will be utilized during the intensive summer institute as well as coaching with teacher participants during the school year.
4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant Services:
 To increase the content knowledge and pedagogical content knowledge of K-8 teachers in relation to Common Core mathematics.
5. Funding/Programs Affected: (corresponding to accounts below)
 - 1) CaMSP - Math TIME Grant
 - 2)
 - 3)

6.	Pct. (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Site	Manager
1)	100%	01	4050	0	1110	1000	5800	570	6700
2)							5800		
3)							5800		

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

8. Payment to Consultant: For services actually rendered and supported by Consultant initiated invoices, the District will pay consultant not to exceed the payment criteria as follows:

\$ 241,674.00 Per Unit, times 1.00 #Units = \$ 241,674.00 Total for Services

9. Additional Expenses

\$		Total of Additional
\$	\$ 0.00	Expenses
	\$ 241,674.00	Grand Total

Amounts of \$5,001.00 or more require Board Approval: (date to Board)


CONSULTANT TERMS AND CONDITIONS

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

Consultant Name: CSU, Chico Research Foundation

1. The Consultant will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Consultant Agreement. Consultant shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Consultant's employees.
2. Consultant shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page 1 of this Agreement.
3. In the performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.
4. If applicable, the Consultant will certify in writing, using Administration Form #3515.6, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
5. Consultant agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Consultant's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Consultant, and/or the Consultant's 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](http://www.chicousd.org/documents/BUSINESS/Consultant%20Agreement/BS%2010a%2011%2004%20rev.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)

John Miner
Contracts Officer
(Printed Name)

6/16/15
Date

13. RECOMMENDED:


(Signature of Originating Administrator)

John Bohannon, Director
(Printed Name)

6/17/15
Date

14. APPROVED:


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

Dave Scott
Assistant Superintendent
(Printed Name)

06/17/15
Date

APPROVED:


(Signature of District Admin, Business Services)

☒ Consultant ☐ Contract Employee
Kevin Bultema
Director/Assist. Super.
(Printed Name)

6-29-15
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 Payable:

(check released upon completion of services)

☐ Send to Site Administrator: _____
(Date Check Required)
☐ Mail to Consultant

\$ _____
(Amount)

(Originating Administrator Signature- Use Blue Ink)

(Date)

AGENDA ITEM: Consultant Agreement with John Siebal

Prepared by: John Bohannon, Director

☒ Consent

Board Date July 8, 2015

☐ Information Only

☐ Discussion/Action

Background Information

John Siebal is a Prevention/Intervention Specialist. In support of the educational mission of Chico Unified School District, Mr. Siebal works with students who are at-risk and/or struggling with issues of substance abuse, violence prevention, anger-management. John Siebal is a licensed counselor and meets with students and families to work out difficult and complex family, psychological, emotional, and motivational issues. During the school year, he facilitates educational support groups and smoking prevention student/peer education trainings. In addition, he assists with classroom presentations in areas such as depression, anti-suicide education, stress management, positive problem solving techniques/self care.

Education Implications

John Siebal addresses issues that may interfere with the educational goals of students at Chico and Fair View High Schools. By using this resource we find that we have increased safety at the school sites through these prevention/intervention services.

Fiscal Implications

There is no impact to the general fund.

Mandatory Instructions
(click to view)

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

CONSULTANT AGREEMENT

1. A completed BS10a. "Certificate of Independent Consultant Agreement" guideline is:
☐ On File (click to view) ☒ Attached if not on file
2. A completed W9 "Request for Taxpayer Identification Number and Certification" form is:
☐ On File (click to view) ☒ Attached if not on file

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

Name: John Siebal
Street Address/POB: 656 E. 5th Street
City, State, Zip Code: Chico, CA 95926
Phone: 530-342-7189
Taxpayer ID/SSN:

This agreement will be in effect from: 8/10/2015 to: 6/2/2016

Location(s) of Services:

Chico and Fair View High Schools

3. **Scope of Work to be performed: (attach separate sheet if necessary)**
 Prevention/intervention work with staff and students, including individual and group work related to substance use, bullying and other inappropriate behavior.
4. **Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant Services:**
 Reduction of substance use and other unhealthy behaviors.
5. **Funding/Programs Affected: (corresponding to accounts below)**
 - 1) Fair View High 21st Century After School Program
 - 2) Chico High LCAP Supplemental
 - 3)

6.	Pct. (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Site	Manager
1)	29.00	01	4124	0	1033	1000	5800	030	3030
2)	21.00	01	4124	0	1039	1000	5800	030	3030
3)	50.00	01	0500	0	1110	1000	5800	010	2010

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

8. **Payment to Consultant: For services actually rendered and supported by Consultant initiated invoices, the District will pay consultant not to exceed the payment criteria as follows:**

\$ 264.00 Per Unit, times 180.00 #Units = \$ 47,520.00 **Total for Services**

9. Additional Expenses

\$
 \$ **Total of Additional Expenses**
 \$ 47,520.00 **Grand Total**

Amounts of \$5,001.00 or more require Board Approval: (date to Board)

CONSULTANT TERMS AND CONDITIONS

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

Consultant Name: John Siebal

1. The Consultant will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Consultant Agreement. Consultant shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Consultant's employees.
2. Consultant shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page 1 of this Agreement.
3. In the performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.
4. If applicable, the Consultant will certify in writing, using Administration Form #3515.6., that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
5. Consultant agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Consultant's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Consultant, and/or the Consultant's 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](http://www.chicousd.org/documents/BUSINESS/Consultant%20Agreement/BS%2010a%2011%2004%20rev.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)


John Siebal

(Printed Name)

Date

6/24/15

13. **RECOMMENDED:**


(Signature of Originating Administrator)

David McKay, Director

(Printed Name)

Date

6/25/15

14. **APPROVED:**


(Signature of District Administrator or Director of Categorical Programs)

Joanne Parsley
Asst. Superintendent

(Printed Name)

Date

6-29-15

APPROVED:



Consultant



Contract Employee


(Signature of District Admin, Business Services)

Kevin Bultema
Asst. Superintendent

(Printed Name)

Date

6-30-15

15. Authorization for Payment:

CHECK REQUIRED (Invoice to accompany payment request):



Partial Payment through: _____

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

\$ _____
(Amount)

(Originating Administrator Signature- Use Blue Ink)

(Date)

AGENDA ITEM: Consultant Agreement with Kevin Clark Consulting and Training

Prepared by: Ted Sullivan, Director

☒ Consent

Board Date July 8, 2015

☐ Information Only

☐ Discussion/Action

Background Information

As part of an ongoing effort for Chico Unified to support teachers of English learners, Kevin Clark Consulting and Training will build the capacity of veteran ELD teachers, develop foundational methods and behaviors for new ELD teachers, expand coaching support to junior high ELD teachers, assist district coaches in supporting ELD teachers and enhance the role of district administrators in ELD instruction and program design.

Educational Implications

This agreement's goal is to increase acquisition and academic learning skills of English language learners per program improvement requirements.

Fiscal Implications

There is no impact to the general fund.

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

CONSULTANT AGREEMENT

1. A completed BS10a. "Certificate of Independent Consultant Agreement" guideline is:
☒ On File (click to view) ☐ Attached if not on file
2. A completed W9 "Request for Taxpayer Identification Number and Certification" form is:
☒ On File (click to view) ☐ Attached if not on file

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

Name: Clark Consulting and Training
Street Address/POB: 16772 W. Bell Road, STE 110-612
City, State, Zip Code: Surprise, AZ 85374-9702
Phone: 623 236 8376
Taxpayer ID/SSN:

This agreement will be in effect from: 08/01/2015 **to:** 06/30/2016

Location(s) of Services:

Chapman, Citrus, McManus, Parkview and Rosedale

3. **Scope of Work to be performed: (attach separate sheet if necessary)**
Build capacity of veteran ELD teachers, develop foundational methods and behaviors for new ELD teachers, assist district coaches in supporting ELD teachers and enhance the role of district administrators in ELD instruction and program design.
4. **Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant Services:**
To increase language acquisition and academic learning skills of English Language learners per program improvement requirements. (Supports LEA, Title I and Title III plans)
5. **Funding/Programs Affected: (corresponding to accounts below)**
1) Title III English Learner Program
2) Title I
3)

6.	Pct. (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Site	Manager
1)	82	01	4203	0	1110	1000	5800	570	6700
2)	05	01	3010	0	1110	1000	5800	570	6700
3)							5800		

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

8. **Payment to Consultant:** For services actually rendered and supported by Consultant initiated invoices, the District will pay consultant not to exceed the payment criteria as follows:

\$ 93,000.00 Per Unit, times 1.00 #Units = \$ 93,000.00 **Total for Services**

9. **Additional Expenses**

\$
\$ \$ 0.00 Total of Additional Expenses
\$ 93,000.00 **Grand Total**

Amounts of \$5,001.00 or more require Board Approval: (date to Board)

CONSULTANT TERMS AND CONDITIONS

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

Consultant Name: Clark Consulting and Training

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.)


(Signature of Consultant)

Bradley Williams

(Printed Name)

6-30-15
Date

13. RECOMMENDED:

(Signature of Originating Administrator)

Ted Sullivan, Director

(Printed Name)

Date

14. APPROVED:


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

Joanne Parsley, Assist. Superin

(Printed Name)

6-30-15
Date

APPROVED:

☐

Consultant

☐

Contract Employee

Kevin Bultema, Assist. Superint

(Printed Name)

Date

(Signature of District Admin, Business Services)

15. Authorization for Payment:

CHECK REQUIRED (Invoice to accompany payment request):

☐

Partial Payment through:

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

\$

(Amount)

(Originating Administrator Signature- Use Blue Ink)

(Date)

AGENDA ITEM: Consolidated Application for Funding Categorical Programs

Prepared by: John Bohannon, Director

☒ Consent

Board Date July 8, 2015

☐ Information Only

☐ Discussion/Action

Background Information

The Consolidated Application for Funding Categorical Programs (Con App) for 2015-16 primarily contains information related to entitlements, allocations, and numbers of participants in specified programs. Program entitlements are determined by formulas contained in the laws that created the programs. Districts allocate funds for indirect costs of administration, for programs operated by the district office, and for programs operated at schools.

Educational Implications

The entitlements and allocations funded through the Con App are used to supplement core curricular activities that support student learning in such areas as reading, math, school safety and violence prevention, and support for English Learners.

Fiscal Implications

No impact on the general fund. All expenditures of categorical program funds must be described and budgeted in each school's *Single Plan for Student Achievement*. These plans must be presented to and be approved by the *School Site Council*.

2015-16 Application for Funding

5.1.8.

Page 2 of 3

CDE Program Contact:Education Data Office, ConApp@cde.ca.gov, 916-319-0297**Local Governing Board Approval**

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	07/08/2015
---	------------

District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	
DELAC review date	
Meeting minutes web address Please enter the Web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

Title I Part A (Basic Grant) ESEA Sec. 1111et seq. SACS 3010	Yes
Title I Part D (Delinquent) ESEA Sec. 1401 SACS 3025	No
Title II Part A (Teacher Quality) ESEA Sec. 2101 SACS 4035	Yes
Title III Part A Immigrant ESEA Sec. 3102 SACS 4201	Yes
Title III Part A LEP	Yes

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2015-16 Application for Funding

5.1.8.
Page 3 of 3

CDE Program Contact:

Education Data Office, ConApp@cde.ca.gov, 916-319-0297

ESEA Sec. 3102 SACS 4203	
-----------------------------	--

Warning

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

AGENDA ITEM: Quarterly Report on Williams Uniform Complaints

Prepared by: Michael Morris, Director

☒ Consent

Board Date July 8, 2015

☐ Information Only

☐ Discussion/Action

Background Information

Williams case legislation requires a school district to use its Uniform Complaint Process to help identify and resolve any deficiencies related to instructional materials, teacher vacancy or misassignment and emergency or urgent facilities conditions that pose a threat to the health and safety of the pupils or staff. Complaint process information is posted at each school site. Complaint forms are available upon request.

Educational Implications

Reports are required to be submitted to the board for review. Once the report is approved, it is sent to the County Office of Education.

Fiscal Implications

None

VALENZUELA/CAHSEE Lawsuit Settlement
QUARTERLY REPORT on *Williams* Uniform Complaints
2015-2016 FISCAL YEAR
[Education Code § 35186(d)]

District: Chico Unified School District

Person completing this form: Michael Morris

Title: Director

Quarterly Report Submission Date:
(check one)

- ☐ April 2015
☒ July 2015
☐ October 2015
☐ January 2016

Date for information to be reported publicly at governing board meeting:

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Misassignments or Vacancies			
Facilities Conditions			
CAHSEE Intensive Instruction and Services			
TOTALS			

Kelly Staley, Superintendent

Date

AGENDA ITEM: Declaration of Surplus Property

Prepared by: Jaclyn Kruger - Director, Fiscal Services

☒ Consent

Board Date July 8, 2015

☐ Information Only

☐ Discussion/Action

Background Information:

In accordance with the California Ed Code, Chico Unified School District's property may be disposed of by any of the following methods:

1. The Superintendent may advertise for bids and either sell the property to the highest responsible bidder or reject all bids. Timely notice for bids shall be posted or published. The Superintendent or designee may sell property for which no qualified bid has been received, without further advertising.
2. The Superintendent may authorize the sale of the property by public auction.
3. Without advertisement for bids, the County Superintendent may sell or lease the property to government agencies, other school districts, or to any agency eligible under the federal surplus property law. In such cases, the sale price shall be equal to the value of the property plus estimated cost of purchasing, storing, and handling. Excess equipment with a value of less than one hundred dollars may be sold directly to an agency without advertising with the approval of the Assistant Superintendent of Business Services or designee.
4. If the Superintendent or Designee agrees that the property is worth no more than \$2,500, the Superintendent may designate any employee to sell the property without advertising.
5. If the Superintendent or Designee finds that the value of the property is insufficient to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the Superintendent or may be disposed of by dumping. If any equipment contains universal waste, it will be disposed of in a legal manner.

Educational Implications: NONE

Fiscal Implications: NONE

Useable Surplus Property through 6/18/15

BO#	Description	Cond.	Transfer /Sold	Rec'd From	Value	Universal Waste
6925	TYPEWRITER TABLE-LARGE	1	CORP YARD	DIST. OFC	10	N
6926	IBM SELECTRIC TYPEWRITER	2	CORP YARD	PVHS	30	Y
6927	WOOD TEACHER'S DESK	1	CORP YARD	LOMA VISTA	30	N
6929	2 SHORT GREEN ROLLING CARTS	1	CORP YARD	LCC	10	N
6929	4 TV CARTS	1	CORP YARD	LCC	10	N
6929	2 RECTANGULAR TABLES	1	CORP YARD	LCC	10	N
6930	2 CHAIRS	1	CORP YARD	DIST. OFC	5	N
6931	2 DRAWER FILING CABINET	1	CORP YARD	DIST. OFC	20	N
6932	2 QUASAR TV'S	2	CORP YARD	LCC	10	Y
6932	2 INSIGNIA VCR DVD'S	2	CORP YARD	LCC	10	Y
6932	HP COMPUTER	2	CORP YARD	LCC	20	Y
6933	7 BIKE RACKS	1	CORP YARD	EMMA WILSON	20	N
6934	CUSTODIAN CART	1	CORP YARD	EMMA WILSON	10	N
6934	LONG COMPUTER TABLE	2	CORP YARD	EMMA WILSON	10	N
6934	2 TABLES	2	CORP YARD	EMMA WILSON	10	N
6935	TRAPEZOID TABLE	1	CORP YARD	DIST. OFC	5	N
6936	PROJECTOR	2	CORP YARD	MARSH	10	Y
6937	TV	1	CORP YARD	NEAL DOW	40	Y
6937	5 CHAIRS	1	CORP YARD	NEAL DOW	5	N
6937	VCR/DVD PLAYER	1	CORP YARD	NEAL DOW	10	Y
6937	FILE CABINET	1	CORP YARD	NEAL DOW	20	N
6937	ROLLING BOOK SHELF	1	CORP YARD	NEAL DOW	30	N
6940	16- 2 PERSON DESKS	1	CORP YARD	NEAL DOW	30	N
6940	GRAY HON FILE CABINET	1	CORP YARD	HOOKE OAK	20	N
6940	3 LG MULTI-MEDIA CARTS	1	CORP YARD	HOOKE OAK	30	N
6940	METAL SHELF	2	CORP YARD	HOOKE OAK	10	N
6940	FLIP TOP DESK	2	CORP YARD	HOOKE OAK	10	N
6940	SINGLE STUDENT DESK	2	CORP YARD	HOOKE OAK	10	N
6940	TV CART	2	CORP YARD	HOOKE OAK	20	N
6940	2 DVD PLAYERS	2	CORP YARD	HOOKE OAK	10	Y
6940	2 OVERHEAD PROJECTORS	2	CORP YARD	HOOKE OAK	10	Y
6941	6 RECTANGLE TABLES 3 x 6	1	CORP YARD	LCC	10	N
6941	METAL TEACHERS DESK	1	CORP YARD	LCC	10	N
6941	DIVIDER/TACK BOARD 5' X 5'	1	CORP YARD	LCC	10	N
6942	5 RECTANGLE TABLES	1	CORP YARD	CHAPMAN	10	N
6942	3 ROLLING BOOK SHELVES	1	CORP YARD	CHAPMAN	10	N
6942	METAL FILE CABINET	1	CORP YARD	CHAPMAN	5	N
6942	3 ROLLING WHITE CARTS	1	CORP YARD	CHAPMAN	10	N
6942	2 TEACHER DESKS	1	CORP YARD	CHAPMAN	20	N
6942	STUDENT DESK	1	CORP YARD	CHAPMAN	10	N
6942	TABLE/DESK FOR 2	1	CORP YARD	CHAPMAN	10	N
6942	BLUE CHAIR	2	CORP YARD	CHAPMAN	5	N
6943	2 LCD PROJECTORS W/CABLE	1	CORP YARD	CHAPMAN	20	Y
6944	5 COMPUTERS	2	CORP YARD	CHS	10	Y

Condition:

1. Useable but no longer needed
2. Needs Minor Repair
3. Unrepairable

Useable Surplus Property through 6/18/15

BO#	Description	Cond.	Transfer /Sold	Rec'd From	Value	Universal Waste
6944	2 TV'S	2	CORP YARD	CHS	10	Y
6944	2 VCR'S	2	CORP YARD	CHS	10	Y
6944	2 DVD PLAYERS	2	CORP YARD	CHS	10	Y
6944	BOOM BOX	2	CORP YARD	CHS	10	Y
6944	2 LG SPEAKERS	2	CORP YARD	CHS	5	Y
6944	2 PRINTERS	2	CORP YARD	CHS	10	Y
6944	LAZER COPIER	2	CORP YARD	CHS	10	Y
6944	OVERHEAD PROJECTOR	2	CORP YARD	CHS	10	Y
6944	EDUSOFT MACHINE	2	CORP YARD	CHS	10	Y
6945	VHS PLAYER	1	CORP YARD	MARSH	10	Y
6945	DVD PLAYER	1	CORP YARD	MARSH	10	Y
6947	GBC IMAGE MATE 2000	1	CORP YARD	EMMA WILSON	10	Y
6948	RADIUS SP50 RADIO	2	CORP YARD	LOMA VISTA	5	Y
6950	TYPEWRITER	1	CORP YARD	FVHS	10	Y
6953	OLD PRINTER	2	CORP YARD	MARSH	10	Y
6954	HP 8000 DN PRINTER	1	CORP YARD	DIST. OFC	30	Y
6955	HP LINE JET 50 PRINTER	1	CORP YARD	DIST. OFC	30	Y
6956	DESK	2	CORP YARD	DIST. OFC	50	N
6958	HITACHI MOVIE LIGHT	2	CORP YARD	CHS	5	Y
6958	NEWCOMB TURN TABLE	2	CORP YARD	CHS	20	Y
6958	WOLLENSAK CASSETTE PLAYERS	2	CORP YARD	CHS	10	Y
6958	SANYO TV	2	CORP YARD	CHS	20	Y
6958	PANASONIC TV/VCR	2	CORP YARD	CHS	20	Y
6959	SANYO SUPER BETA PLAYER	1	CORP YARD	CHS	15	Y
6963	BEACON FILMSTRIP VIEWER	2	CORP YARD	CHS	10	Y
6963	OVERHEAD PROJECTOR	2	CORP YARD	CHS	10	Y
6963	DUKANE FILMSTRIP PROJECTOR	2	CORP YARD	CHS	10	Y
6974	SHELVING	1	CORP YARD	CHAPMAN	50	N
6976	PANASONIC TV/VCR	1	CORP YARD	CHS	25	Y
6976	SONY DVD PLAYER	1	CORP YARD	CHS	15	Y
6976	SAMSUNG VCR	1	CORP YARD	CHS	10	Y
6976	MEDIA CART	1	CORP YARD	CHS	30	N
6978	4' TABLE	2	CORP YARD	CHAPMAN	30	N

Condition:

1. Useable but no longer needed
2. Needs Minor Repair
3. Unrepairable

Unrepairable Surplus Property through 6/18/15

BO#	Description	Cond.	Transfer /Sold	Rec'd From	Universal Waste
6934	LEAF BLOWER	3	CORP YARD	EMMA WILSON	Y
6934	SOFA CHAIR	3	CORP YARD	EMMA WILSON	N
6934	ROLLING CHAIR	3	CORP YARD	EMMA WILSON	N
6940	LAMINATOR	3	CORP YARD	HOOVER OAK	Y
6943	IBM WHEELWRITER	3	CORP YARD	CHAPMAN	Y
6947	7 OVERHEAD PROJECTORS	3	CORP YARD	EMMA WILSON	Y
6947	TYPEWRITER TABLE-LARGE	3	CORP YARD	EMMA WILSON	Y
6947	HP PRINTER	3	CORP YARD	EMMA WILSON	Y
6947	HP LASER JET	3	CORP YARD	EMMA WILSON	Y
6949	SMARTBOARD	3	CORP YARD	MARSH	Y
6951	VCR	3	CORP YARD	PVHS	Y
6951	6 ASST. PC'S	3	CORP YARD	PVHS	Y
6951	SCREENWRITER PROJECTION PANEL	3	CORP YARD	PVHS	N
6951	ZENITH VCR	3	CORP YARD	PVHS	Y
6951	GATEWAY LAPTOP	3	CORP YARD	PVHS	Y
6951	3 HP DESKJET PRINTERS	3	CORP YARD	PVHS	Y
6951	MACINTOSH	3	CORP YARD	PVHS	Y
6951	4 GATEWAY LAPTOPS	3	CORP YARD	PVHS	Y
6951	CASSETTE RECORDER/PLAYER	3	CORP YARD	PVHS	Y
6951	CANON BUBBLEJET PRINTER	3	CORP YARD	PVHS	Y
6952	OVERHEAD PROJECTOR	3	CORP YARD	CHS	Y
6952	6 ASST. MONITORS	3	CORP YARD	CHS	Y
6952	SPEAKERS	3	CORP YARD	CHS	Y
6957	LIBRARY KIOSK	3	CORP YARD	LCC	N
6957	DELL COMPUTER	3	CORP YARD	LCC	Y
6958	CREATIVE SPEAKERS	3	CORP YARD	CHS	Y
6962	2 ELMO OVERHEADS	3	CORP YARD	HOOVER OAK	Y
6962	PORTASCRIIBE OVERHEAD	3	CORP YARD	HOOVER OAK	Y
6962	2 COMPUTERS	3	CORP YARD	HOOVER OAK	Y
6972	3 RADIOS	3	CORP YARD	CHAPMAN	Y
6975	PRINTER	3	CORP YARD	LOMA VISTA	Y
6977	2 HECON RISOGRAPH W/CART	3	CORP YARD	MARSH	Y
6977	2 GATEWAY MONITORS	3	CORP YARD	MARSH	Y
6977	HP KEYBOARD	3	CORP YARD	MARSH	Y
6977	LOGITECH MOUSE	3	CORP YARD	MARSH	Y
6977	GATEWAY COMPUTER	3	CORP YARD	MARSH	Y
6977	DELL LAPTOP	3	CORP YARD	MARSH	Y
6977	INTEL DESKBOARD	3	CORP YARD	MARSH	Y
6977	2 NEC PROJECTOR	3	CORP YARD	MARSH	Y
6977	MAXTOR DRIVE	3	CORP YARD	MARSH	Y
6977	DELL ADAPTOR	3	CORP YARD	MARSH	Y
6977	SONY DIGITAL CAMERA	3	CORP YARD	MARSH	Y
6977	CARD READER	3	CORP YARD	MARSH	Y

Condition:

1. Useable but no longer needed
2. Needs Minor Repair
3. Unrepairable

Unrepairable Surplus Property through 6/18/15

BO#	Description	Cond.	Transfer /Sold	Rec'd From	Universal Waste
6977	SANYO REMOTE	3	CORP YARD	MARSH	Y
6977	OLYMPUS CAMERA	3	CORP YARD	MARSH	Y
6977	MARVEL MODULATOR	3	CORP YARD	MARSH	Y
6977	PLEXTOR DIDGITAL VIDEO CONVERTER	3	CORP YARD	MARSH	Y
6977	JVC COMPACT CAMCORDER	3	CORP YARD	MARSH	Y
6977	3 CANON POWERSHOT	3	CORP YARD	MARSH	Y
6977	FUJI TELEPHONE	3	CORP YARD	MARSH	Y
6977	4 SONY HANDYCAMS	3	CORP YARD	MARSH	Y
6977	DISK DRIVE	3	CORP YARD	MARSH	Y
6978	CHAIR	3	CORP YARD	CHAPMAN	N
6986	SPECTROPOMETER	3	CORP YARD	CHS	Y
6986	SPECTRONIC 20	3	CORP YARD	CHS	Y
6986	CIMAREC THERMOLYNE	3	CORP YARD	CHS	Y
6986	SCALES	3	CORP YARD	CHS	N
6986	TRPPENSEE	3	CORP YARD	CHS	Y
6986	PITMETER 20	3	CORP YARD	CHS	Y
6986	PHOTOELECTRIC COLORMETER	3	CORP YARD	CHS	Y
6993	2 TABLES	3	CORP YARD	FVHS	Y
6993	TEACHER DESK	3	CORP YARD	FVHS	Y
6993	11 STUDENT DESKS	3	CORP YARD	FVHS	Y
6993	8 CHAIRS	3	CORP YARD	FVHS	Y
6993	12 METAL CHAIRS	3	CORP YARD	FVHS	Y
6993	2 TV'S	3	CORP YARD	FVHS	Y
6993	2 PROJECTORS	3	CORP YARD	FVHS	Y
6993	2 VCR'S	3	CORP YARD	FVHS	Y
6993	1 MONITOR	3	CORP YARD	FVHS	Y
6993	RADIO	3	CORP YARD	FVHS	Y
6993	LAPTOP BAG	3	CORP YARD	FVHS	Y
6993	TV CART	3	CORP YARD	FVHS	Y
6993	TABLE	3	CORP YARD	FVHS	Y
6993	3 STUDENT DESKS	3	CORP YARD	FVHS	Y
6993	ROLLING CHAIR	3	CORP YARD	FVHS	Y
7001	TELEVISION	3	CFC	LOMA VISTA	Y
7002	SHELF	3	CORP YARD	LOMA VISTA	N
7007	7 APPLE KEYBOARDS	3	IT DEPT	PVHS	Y
7007	3 MAC COMPUTERS	3	IT DEPT	PVHS	Y
7007	POWER MACINTOSH G3	3	IT DEPT	PVHS	Y
7007	2 PROJECTOR	3	IT DEPT	PVHS	Y
7007	SCANNER	3	IT DEPT	PVHS	Y
7007	AUDIO VISUAL EQUIPMMENT	3	IT DEPT	PVHS	Y
7007	TAMTEK CAMERA	3	IT DEPT	PVHS	Y
7007	CD PLAYER	3	IT DEPT	PVHS	Y
7007	SPEAKERS	3	IT DEPT	PVHS	Y

Condition:

1. Useable but no longer needed
2. Needs Minor Repair
3. Unrepairable

Unrepairable Surplus Property through 6/18/15

BO#	Description	Cond.	Transfer /Sold	Rec'd From	Universal Waste
7007	2 MAC DESKTOP SYSTEMS	3	IT DEPT	PVHS	Y
7007	POWER MAC G4	3	IT DEPT	PVHS	Y
7007	APPLE DESKTOP SCREENS	3	IT DEPT	PVHS	Y
7007	POWER MAC G4	3	IT DEPT	PVHS	Y
7008	2 TV'S	3	CFC	PVHS	Y

Condition:

1. Useable but no longer needed
2. Needs Minor Repair
3. Unrepairable

Surplus Property through 6/18/15 to Computers for Classrooms for
refurbishing to current technology standards and reallocating back to
schools

BO#	Description	Cond.	Rec'd From
6928	HP COLOR LASERJET PRINTER	3	LCC
6939	DELL LAPTOP COMPUTER	3	LCC
6939	ELMO OVERHEAD PROJECTOR	3	LCC
6941	2 DESKTOP CPU'S	3	LOMA VISTA
6946	ROLLING COMPUTER LAB W/19 LAPTOPS	1	LCC
6950	30 COMPUTERS	3	PVHS
6950	PROJECTOR	3	PVHS
6950	2 PRINTERS	3	PVHS
6961	10 ASST. HARD DRIVES	2	HOOKE OAK
6961	DVD PLAYER	2	HOOKE OAK
6961	12 ASST. MONITORS	2	HOOKE OAK
6967	3 TOSHIBA COMPUTERS	3	LOMA VISTA
6969	2 DELL LAPTOPS	3	CHS
6970	HP LASERJET PRINTER	3	FVHS
6971	3 APPLE LASER WRITER	3	PVHS
6971	HP LASERJET PRINTER	3	PVHS
6971	DELL SPEAKER SYSTEM	3	PVHS
6971	JVC STEREO AMPLIFIER	3	PVHS
6971	PANASONIC VIDEO CASSETTE RECORDER	3	PVHS
6971	YAMAHA COMPACT DISC PLAYER	3	PVHS
6971	QUASAR VIDEO CASSETTE RECORDER	3	PVHS
6971	VHS PAYER	3	PVHS
6971	MAGNAVOX VIDEO CASSETTE RECORDER	3	PVHS
6971	EMERSON VIDEO CASSESTTE RECORDER	3	PVHS
6971	5 NEC MONITORS	3	PVHS
6971	GATEWAY MONITOR	3	PVHS
6971	HP COMPUTER	3	PVHS
6971	DELL COMPUTER	3	PVHS
6971	GBC LAMINATOR	3	PVHS
6971	SAMSUNG MONITOR	3	PVHS
6971	2 EPSON ROJECTORS	3	PVHS
6971	HP LASERJET PRINTER	3	PVHS
6994	10 DELL CORE DUO	3	PVHS
6994	10 INTEL PENTIUM	3	PVHS
6994	10 ACDC ADPATERS	3	PVHS
6994	TC	3	PVHS
6994	HP PRINTER	3	PVHS
6994	2 EPSON PROJECTOR	3	PVHS
6994	SAMSUNG MONITOR	3	PVHS
6994	YAMAHA CASSETTE PLAYER	3	PVHS
6994	SAMSUNG MONITOR	3	PVHS

Condition:

1. Useable but no longer needed
2. Needs Minor Repair
3. Unrepairable

Surplus Property through 6/18/15 to Computers for Classrooms for
refurbishing to current technology standards and reallocating back to
schools

BO#	Description	Cond.	Rec'd From
-----	-------------	-------	------------

Condition:

1. Useable but no longer needed
2. Needs Minor Repair
3. Unrepairable

AGENDA ITEM: Approval of Contract – Kingsley Bogard, LLP

Prepared by: Kevin Bultema – Assistant Superintendent, Business Services

☒ Consent

Board Date July 8, 2015

☐ Information Only

☐ Discussion/Action

Background Information

Chico Unified School District (CUSD) has previously received and intends to continue receiving legal services from Kingsley Bogard, LLP (Kingsley) in 2015-16. Kingsley provides legal services as directed with respect to general business, legal, educational, and governance matters, including representation, advice, and counseling.

Educational Implications

N/A

Fiscal Implications

CUSD paid Kingsley approximately \$100,000 in 2014-15 for legal services. Due to market conditions, the hourly cost of service is expected to increase slightly from \$230-\$250 to \$230-\$270 for Partner, from \$200 to \$180-\$240 for Associate, from \$125 to \$130 for Paralegal, and from \$230 to \$250 for Of Counsel.

Email: pgant@kblegal.us

June 24, 2015

VIA ELECTRONIC MAIL

Kelly Staley
Superintendent
Chico Unified School District
1163 East Seventh Street
Chico, CA 95928

Re: Kingsley Bogard LLP
Billing Rates for Fiscal Year 2015/2016

Dear Superintendent Staley:

Set forth below are Kingsley Bogard's hourly billing rates that will be effective July 1, 2015 for the fiscal year 2015/2016.

Partner	\$230-\$270
Associate	\$180-\$240
Paralegal	\$130
Of Counsel	\$250

Chico Unified School District has been a long-time and valued client of the Firm. As such, the Firm will offer two forms of discounts to the District. One is based on Breadth of Business, and the other is based on Volume of Work. Each is described below:

1. Discounts

a. Breadth of Business Discount

The District's practice areas can generally be broken down into five categories.

- Human Resources
- Student Services
- General Governance / Board
- Special Education
- Business

{00032053 1}

Chico Unified School District
June 24, 2015
Page 2

If the Firm is retained to *exclusively* represent the District in at least three (3) of the areas of practice identified above, the Firm's monthly bills for all work performed will be discounted by three percent (3%).

b. Volume of Work Discount

The Firm recognizes that a client's legal services (costs) are typically consistent and reasonably predictable over time. The normal variables are the number of students and the number of staff. All clients, however, can experience a "spike" in fees due to an unforeseen event or case. The Firm wishes to acknowledge volume of work and help the client mitigate the impact when a "spike" occurs.

For these reasons, in addition to the Breadth of Business Discount described above, the Firm also offers Chico Unified a Volume of Work Discount.

c. Discount Chart

If the District also chooses the Breadth of Business Discount, the combined Breadth and Volume Discounts are set forth in the chart below.

Monthly Dollar Amount Range	Volume of Work Discount	Breadth of Business Discount	Total Possible Combined Discount
Up to \$25,000	0%	3%	3%
\$25,001 to \$50,000	2%		5%
\$50,001 to \$100,000	4%		7%
\$100,001 to \$150,000	8%		11%
\$150,001 and above	12%		15%

Chico Unified School District
June 24, 2015
Page 3**2. On-Site General Counsel Hours**

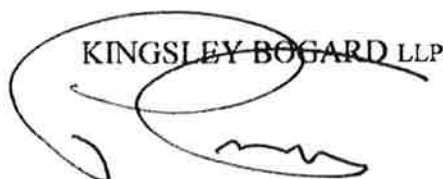
Some clients have an interest in pre-scheduled on-site General Counsel hours. If desired by the District, the Firm can provide this service.

Please contact me if the District is interested in discussing this option. Typically, this option is based on:

- A pre-determined day or number of days each month.
- Counsel is present on-site from 9:00 a.m. to 5:00 p.m.
- A reduced flat fee will be charged.
- Additional hours worked on the day are billed at the regular hourly rate.

We value Chico Unified School District's business. If you require further information, please contact me.

Very truly yours,



KINGSLEY BOGARD LLP

PAUL R. GANT

PRG:sd

Enclosure



**ACKNOWLEDGMENT OF
2015/2016 FISCAL YEAR
LEGAL SERVICES BILLING RATES**

Partner	\$230-\$270
Associate	\$180-\$240
Paralegal	\$130
Of Counsel	\$250

As set forth in our existing contract for services, please acknowledge receipt of Kingsley Bogard's 2015/2016 fiscal year billing rates for legal services by signing and returning this form to:

Paul R. Gant
Kingsley Bogard LLP
50 Iron Point Circle, Suite 110
Folsom, CA 95630
pgant@kblegal.us

1. The **Volume of Work Discount** will automatically be applied to your monthly invoice. No further action is necessary.
2. If you would like to participate in **Breadth of Business Discount**, please check at least three areas in which the Firm is retained to exclusively represent the District.
 - ☐ Human Resources
 - ☐ Special Education
 - ☐ Student Services
 - ☐ Business
 - ☐ General Governance / Board

FOR: Chico Unified School District

Date: _____, 2015

Signature: _____

Name: _____

Title: _____

AGENDA ITEM: California Water Service Company Easement for the Multipurpose Building Project at Marsh Jr. High School

Prepared by: Julia M. Kistle, Director, Facilities & Construction

☒ Consent

Board Date July 8, 2015

☐ Information Only

☐ Discussion/Action

Background Information

As part of the construction of the new Multipurpose Building at Marsh Jr. High School, the underground fire water supply that serves the campus must be re-routed and a new connection must be made on Norte Dame Boulevard.

In cooperation with California Water Service Company, a revised easement that allows for ongoing maintenance and monitoring of the water line is required.

Educational Implications

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

Fiscal Implications

There is no impact on the General Fund.

Recommendation

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

EXHIBIT "A"
Legal Description
California Water Service Easement
Hank Marsh Junior High School

5.2.3.
Page 2 of 5

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

An easement for a water line and appurtenances over, on and under a 20.00 foot wide strip of land, as described:

COMMENCING at the northeast corner of Parcel 1 as shown on that certain Parcel Map No. 114, which map was recorded in the Office of the Recorder of the County of Butte, State of California in Book 119 of Parcel Maps at Pages 86-89, said Point of Commencement lies on the southerly right-of-way line of Humboldt Road;

THENCE along the northerly line of said Parcel 1, also being the southerly right-of-way line of Humboldt Road, North 81°48'00" West, a distance of 255.73 feet to the beginning of a tangent curve to the left;

THENCE continuing along said right-of-way line and parcel line and along said curve being concave to the south, having a radius of 600.00 feet, through a central angle of 08°06'36", an arc length of 84.93 feet and subtended by a chord of North 85°57'19" West 84.86 feet to the True Point of Beginning; Thence the following forty-nine (49) courses:

- L1. South 00°15'00" East 150.02 feet;
- L2. North 89°45'00" East 22.00 feet;
- L3. South 00°15'00" East 20.00 feet;
- L4. South 89°45'00" West 22.00 feet;
- L5. South 00°15'00" East 263.23 feet;
- L6. South 21°56'00" West 201.42 feet;
- L7. South 67°19'38" West 54.22 feet;
- L8. North 68°04'00" West 69.15 feet;
- L9. North 21°56'00" East 20.00 feet;
- L10. South 68°04'00" East 60.95 feet;
- L11. North 67°19'38" East 37.65 feet;
- L12. North 21°56'00" East 189.13 feet;
- L13. North 00°15'00" West 39.04 feet;
- L14. South 89°45'00" West 29.20 feet;
- L15. North 62°08'46" West 110.51 feet;
- L16. South 27°40'04" West 24.47 feet;
- L17. North 62°05'09" West 217.18 feet;
- L18. South 72°54'51" West 185.10 feet;
- L19. South 17°05'09" East 100.00 feet;
- L20. North 72°54'51" East 20.00 feet;
- L21. South 17°05'09" East 20.00 feet;
- L22. South 72°54'51" West 20.00 feet;
- L23. South 17°05'09" East 10.00 feet;
- L24. South 72°54'51" West 20.00 feet;
- L25. North 17°05'09" West 151.10 feet;

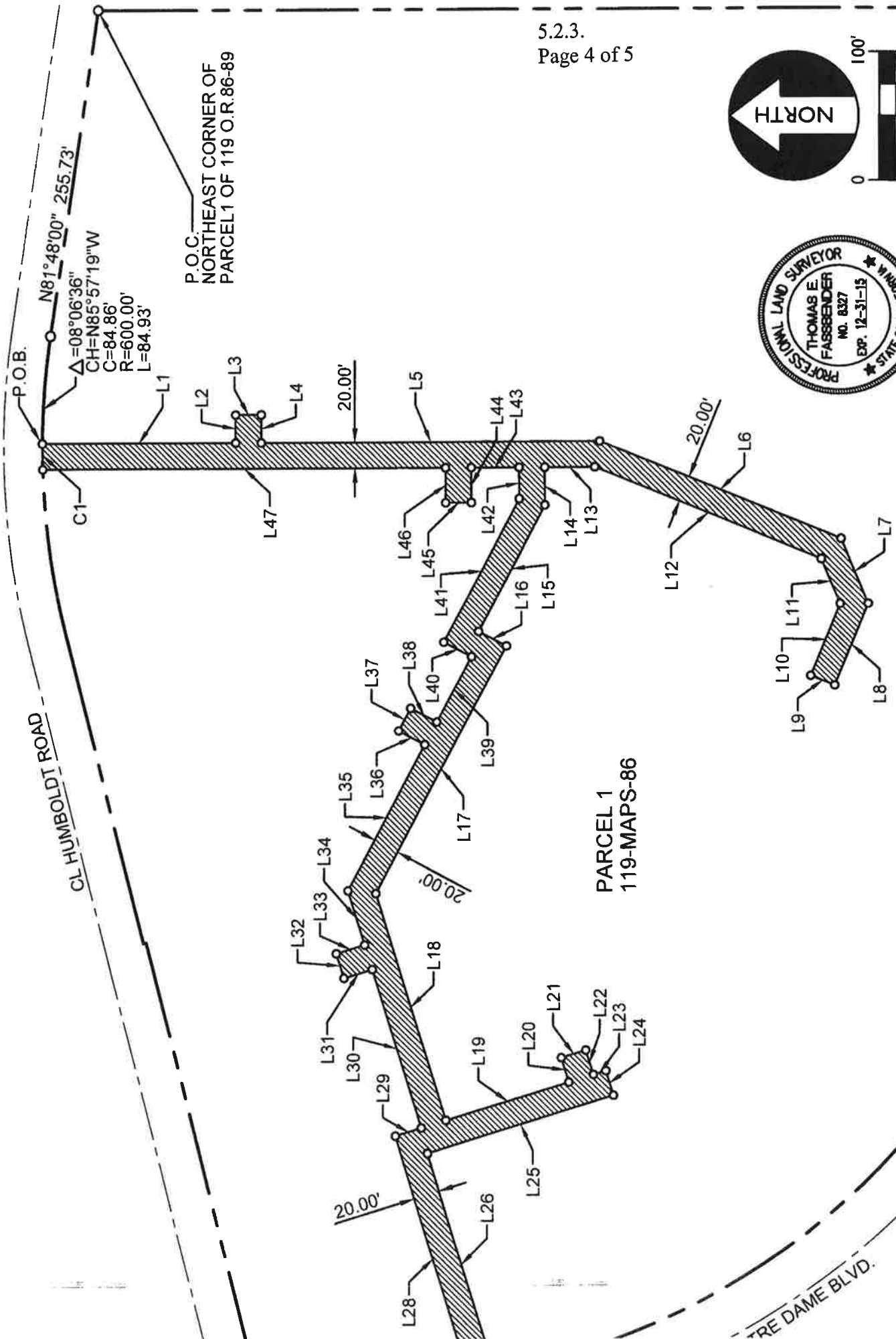
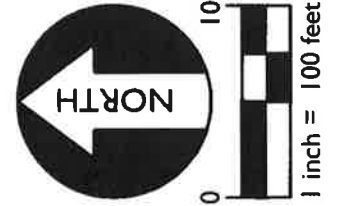
- L26. South $72^{\circ}54'51''$ West 178.38 feet to the easterly right-of-way line of Notre Dame Boulevard, as shown on said Parcel Map;
- L27. Along said right-of-way North $14^{\circ}10'00''$ West 14.44 feet to the beginning of a tangent curve to the right;
- C2. Continuing along said right-of-way and said curve to the right with a radius of 58.92 feet, having a central angle of $05^{\circ}27'11''$ with an arc length of 5.61 feet and subtended by a chord of North $11^{\circ}26'24''$ West 5.61 feet;
- L28. Leaving said right-of-way North $72^{\circ}54'51''$ East 197.09 feet;
- L29. South $17^{\circ}05'09''$ East 21.10 feet;
- L30. North $72^{\circ}54'51''$ East 129.24 feet;
- L31. North $17^{\circ}05'09''$ West 23.00 feet;
- L32. North $72^{\circ}54'51''$ East 20.00 feet;
- L33. South $17^{\circ}05'09''$ East 23.00 feet;
- L34. North $72^{\circ}54'51''$ East 44.14 feet;
- L35. South $62^{\circ}05'09''$ East 127.44 feet;
- L36. North $27^{\circ}54'51''$ East 23.00 feet;
- L37. South $62^{\circ}05'09''$ East 20.00 feet;
- L38. South $27^{\circ}54'51''$ West 23.00 feet;
- L39. South $62^{\circ}05'09''$ East 57.94 feet;
- L40. North $27^{\circ}40'04''$ East 24.45 feet;
- L41. South $62^{\circ}08'46''$ East 125.57 feet;
- L42. North $89^{\circ}45'00''$ East 24.19 feet;
- L43. North $00^{\circ}15'00''$ West 37.27 feet;
- L44. South $89^{\circ}45'00''$ West 27.00 feet;
- L45. North $00^{\circ}15'00''$ West 20.00 feet;
- L46. North $89^{\circ}45'00''$ East 27.00 feet;
- L47. North $00^{\circ}15'00''$ West 312.81 feet to the southerly right-of-way line of Humboldt Road to a curve to the right;
- C1. Along said right-of-way along and said curve to the right with a radius of 600.00 feet, having a central angle of $01^{\circ}54'36''$ with an arc length of 20.00 feet and subtended by a chord of North $89^{\circ}08'05''$ East 20.00 feet to the Point of Beginning.

Containing 35572.31 square feet or 0.816 acres

End of Description

Prepared by: Warren Consulting Engineers, Inc.
1117 Windfield Way, Ste. 110
El Dorado Hills, CA 95762

July 1, 2014



L1	150.02	S00° 15' 00"E
L2	22.00	N89° 45' 00"E
L3	20.00	S00° 15' 00"E
L4	22.00	S89° 45' 00"W
L5	263.23	S00° 15' 00"E
L6	201.42	S21° 56' 00"W
L7	54.22	S67° 19' 38"W
L8	69.15	N68° 04' 00"W
L9	20.00	N21° 56' 00"E
L10	60.95	S68° 04' 00"E
L11	37.65	N67° 19' 38"E
L12	189.13	N21° 56' 00"E
L13	39.04	N00° 15' 00"W
L14	29.20	S89° 45' 00"W
L15	110.51	N62° 08' 46"W
L16	24.47	S27° 40' 04"W
L17	217.18	N62° 05' 09"W
L18	185.10	S72° 54' 51"W
L19	100.00	S17° 05' 09"E
L20	20.00	N72° 54' 51"E

L21	20.00	S17° 05' 09"E
L22	20.00	S72° 54' 51"W
L23	10.00	S17° 05' 09"E
L24	20.00	S72° 54' 51"W
L25	151.10	N17° 05' 09"W
L26	178.38	S72° 54' 51"W
L27	14.44	N14° 10' 00"W
L28	197.09	N72° 54' 51"E
L29	21.10	S17° 05' 09"E
L30	129.24	N72° 54' 51"E
L31	23.00	N17° 05' 09"W
L32	20.00	N72° 54' 51"E
L33	23.00	S17° 05' 09"E
L34	44.14	N72° 54' 51"E
L35	127.44	S62° 05' 09"E
L36	23.00	N27° 54' 51"E
L37	20.00	S62° 05' 09"E
L38	23.00	S27° 54' 51"W
L39	57.94	S62° 05' 09"E
L40	24.45	N27° 40' 04"E

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C1	20.00	600.00	001°54'36"	20.00	N89° 08' 05"E
C2	5.61	58.92	005°27'11"	5.61	N11° 26' 24"W

Line Table		
Line #	Length	Direction
L41	125.57	S62° 08' 46"E
L42	24.19	N89° 45' 00"E
L43	37.27	N00° 15' 00"W
L44	27.00	S89° 45' 00"W
L45	20.00	N00° 15' 00"W
L46	27.00	N89° 45' 00"E
L47	312.81	N00° 15' 00"W



PROPOSED AGENDA ITEM: Nutrition Services Bids for 2015-2016 School Year

Prepared by: Vince Enserro

☒ Consent

Board Date July 8, 2015

☐ Information Only

☐ Discussion/Action

Background Information

Annually, the Nutrition Services Department goes out for formal bid pricing on grocery items, produce and milk/dairy products in an effort to obtain the best possible pricing for the current school year.

Educational Implications

For children of CUSD, Nutrition Services provides a nutritious meal that contains one-third of the recommended dietary allowance of necessary nutrients. For parents, the program offers a convenient method of providing nutritionally balanced meals at the lowest possible price. For schools, the program enhances children's learning abilities by contributing to their physical and mental well being. Studies have shown that children whose nutritional needs are met have fewer attendance and discipline problems and are more attentive in class.

Fiscal Implications

This will be paid for out of the Nutrition Services Budget. No general fund dollars will be used.

Recommendation

Consider approval of granting authorization to the Superintendent/Designee to award bids to the following responsive bidders, as follows:

Recommend approval of the 2015-2016 Grocery Bid. The Grocery Bid involves grocery/dairy/produce/dry good items that are awarded individually by item to the following companies based on price, delivery, in stock items, and like brand items.

- SYSCO, Food Services of Sacramento, Inc.
- The Danielsen Co. Chico
- Bunzl
- Rob Ross Foods
- Propacific
- Trinity Fresh
- Fresh Point
- Coca Cola
- Gold Star
- S&L foods
- Crystal Creamery

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

5.3.1.
Page 1 of 1

DATE: July 8, 2015
MEMORANDUM TO: Board of Education
FROM: Kelly Staley, Superintendent
SUBJECT: Certificated Human Resources Actions

Temporary Appointments – 2015/16

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Comment</u>
Abinante, Charlene	Elem Fine Arts	8/13/2015	.75 FTE
Bremm, Jesse	Secondary	8/13/2015	1.0 FTE
Donahoo, Peter	Secondary	8/13/2015	1.0 FTE
Dreiss, Holly	Special Education	8/13/2015	0.2 FTE
Gontiz, Rebecca	Special Education	8/13/2015	1.0 FTE
Hedlund, Jennifer	Secondary	8/13/2015	0.8 FTE
Petersen, Angelee	Elementary	8/13/2015	0.4 FTE
Sullins, Susan	Secondary	8/13/2015	0.8 FTE

Probationary Appointments – 2015/16

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Comment</u>
Allen, Kelsey	Secondary	8/13/2015	1.0 FTE Probationary 1
Brown, Avery	Secondary	8/13/2015	1.0 FTE Probationary 1
DeLuna, Felix	Secondary	8/13/2015	1.0 FTE Probationary 1
Garrett-Munoz, Lara	Special Education	8/13/2015	1.0 FTE Probationary 1
Hanlon, Krista	Secondary	8/13/2015	0.6 FTE Probationary 1
Landers, W. Dallas	Special Education	8/13/2015	1.0 FTE Probationary 1
Leffler, Joshua	Special Education	8/13/2015	1.0 FTE Probationary 1
Letcher, Kristina	Elementary	8/13/2015	1.0 FTE Probationary 1
Mayfield, Anna	Elementary	8/13/2015	1.0 FTE Probationary 1
McCulley, Rosanne	Special Education	8/13/2015	1.0 FTE Probationary 1

Resignations/Retirements

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Comment</u>
Barcelos, Brittany	Elementary	6/29/2015	Resignation

Leave Requests – 2015/16

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Comment</u>
Carlsen, Cynthia	Elementary	2015/16	0.4 FTE Personal Leave
Cunniff, Stephanie	Elementary	2015/16	Rescind .2 FTE Child Care Leave (approved 4/15/15)
Ginno, Cathelin	Secondary	2015/16	0.1 FTE Personal Leave
Lower, Kristin	Elementary	2015/16	Rescind 0.2 FTE Child Care Leave (approved 4/5/15)

AGENDA ITEM: Preauthorization for Bid Approval for Phase I ADA Barrier Removal Projects at Citrus and Emma Wilson Elementary Schools

Prepared by: Julia Kistle, Director Facilities & Construction

Consent

Board Date July 8, 2015

Information Only

Discussion/Action

Background Information

On April 14, 2014, the Board of Education authorized Rainforth Grau Architects to prepare construction documents for the Facilities Master Plan (FMP) Phase I ADA (Americans with Disabilities Act) Barrier Removal Projects. These ADA projects consist of site work that will improve access to the school sites and bring the District into compliance in the areas being addressed. The identified Phase I ADA Barrier Removal Projects are: Chapman Elementary, Citrus Elementary, Emma Wilson Elementary, Hooker Oak Elementary School, McManus Elementary, Neal Dow Elementary, Parkview Elementary, Rosedale Elementary, Sierra View Elementary, Chico Senior High School, Pleasant Valley High School, Fair View, District Office and Corporation Yard.

On June 18, 2014, the Board of Education authorized the Superintendent or designee to enter into a Lease-Leaseback Agreement with BCM Construction for the for Phase I ADA Barrier Removal work. However, due to recent litigation in the state of California regarding the Lease-Leaseback Construction Delivery Method, it is our recommendation that the District utilize the Uniform Public Construction Cost Accounting Act (Public Contract Code Section 22000 et seq.) to informally bid the remaining two sites, Citrus and Emma Wilson Elementary Schools.

Total FMP Budget	\$ 3,016,000.00
Current Costs to Date	\$ 1,148,236.80
Estimated Cost Not To Exceed for Emma Wilson Elementary	\$ 175,000.00
Estimated Cost Not to Exceed for Citrus Elementary	\$ 175,000.00

Educational Implications

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

Fiscal Implications

The projects identified will be funded with Measure E. All available State reimbursement will be pursued. The proposed projects qualify as projects defined in the voter approved Measure E ballot language.

Recommendation

Recommendation: It is recommended that the Board of Education preauthorize the Superintendent or designee to enter into an agreement with the lowest responsive bidder for the ADA Barrier Removal projects at Citrus and Emma Wilson Elementary Schools not to exceed the bid limits allowed under the Uniform Public Construction Cost Accounting Act.

AGENDA ITEM: Chico High School Structural Roof Overhang Project – Phase 1 and Phase 2

Prepared by: Julia Kistle, Director of Facilities & Construction

☐ Consent

Board Date July 8, 2015

☐ Information Only

☒ Discussion/Action

Background Information

The District has entered into a contract with Ginno Construction using the California Uniform Public Construction Cost Accounting Act to complete Structural Repairs to the south end overhang of the Administration Building of the Chico High School campus. The first part of this scope of work involved demolition of existing roofing materials and three structural beams. The three beams were scheduled to be replaced with new larger beams that meet engineering requirements. Upon opening up the roof it was apparent that there was a need for major dry rot repairs, additional beam replacement and supports. The existing conditions were evaluated by Division of State Architect, Project Engineer and Architect. It was discovered that the existing beams are not properly sized and the 2x10 joist framing is spaced too far apart. To meet structural load requirements, upon direction from Division of State Architect, an expanded investigation resulted in the discovery that the high overhangs on the adjacent classroom units 100 and 300 (as per diagram attached) to the north and south are in the same situation. According to our records, these units were designed in 1965 and constructed shortly after.

Due to the discovered conditions the Design Team is developing a Construction Change Directive to instruct the Contractor on how to address issues that will be reviewed by DSA. The issues discovered in areas of phase 1 work should be address via a change order to the contract. The current estimates for these change orders for the work to be performed according will keep this contract under the \$175,000.00 California Uniform Public Construction Cost Accounting threshold. In addition, there is a need to open a new project for the needed additional structural support of the overhangs on the north end of the administration unit and the high overhangs on both adjacent units with the same/similar conditions.

It is necessary to move forward with planning and executing of work. Nicholas Melburg and Rossetto is currently the acting Architect on this project. They are vested and very knowledgeable of our existing conditions. It is our recommendation that it would be most efficient and effective to continue to work with them on the next phase of this project.

Educational Implications

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

Fiscal Implications

Initial approved bid amount for this phase 1 was \$66,827.00. Known change order costs equal \$42,101.69 as itemized below, estimated additional change orders to complete the project is \$20,000.

Change Order #	Description	Change Order Amount
1	Upon exposing beams it was discovered that original beams installed are undersized, causing a structural deficiency in the building system. Removal of two undersized LVL Beams and replacement with new LVL Beams. Demolition and replacement of Joists and associated finishes.	\$18,071.10
2	Removal of damaged joists due to dry rot. Joists to be replaced with new material, including blocking and additional strapping.	\$3,592.36
3	Removal and replacement of additional joists on each side of 5 new beams and all associated finishes.	\$15,932.00
4	Void	
5	Removal and Replacement of 7x5 foot area of roofing system on upper corners of unit 100. Strapping of unsupported joists.	\$4,506.23
Total Change Order Cost		\$42,101.69
Total Project Additional Costs		\$20,000.00
Total Original Approved Contract Amount		\$ 66,827.00
Total Project Cost of Phase 1		\$128,928.69

This project will be funded with Deferred Maintenance dollars. No impact on the General Fund.

Recommendation

In order to ensure that phase 1 of this project can continue and reach completion prior to the start of the fall semester, it is our recommendation that the following items be approved:

1. Approval of additional costs related to the added unanticipated work to repair the south overhang.
2. Authorize staff to enter into Architect Services Agreement with Nichols Melburg and Rossetto to design structural overhang improvements, modify drawings for the north end of the administration unit 200 and high overhang of unit 100 and 300.

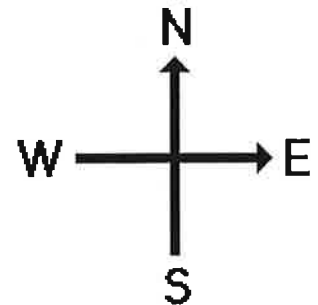
Chico High School Campus

UNIT 300
CLASSROOMS
APP #27632

UNIT 200
CLASSROOMS
APP #27632

UNIT 100
CLASSROOMS
APP #27632

THE ESPLANADE



Key:

-  Phase 1: Current Contract Work
-  Phase 2: Future Structural Repairs to be completed

AGENDA ITEM: Review of Board Bylaw 9250, Remuneration, Reimbursement and Other Benefits

Prepared by: Kelly Staley, Superintendent

☐ Consent

Board Date July 8, 2015

☐ Information Only

☒ Discussion/Action

Background Information

In order to govern effectively, Districts are required to have accurate and up-to-date Board Policies. By law, Districts are mandated to adopt many policies to ensure legal compliance. Working in conjunction with the California School Boards Association (CSBA) Policy Services, CUSD continues to update and revise Board Policies to ensure CUSD is legally compliant.

Education Implications

Up-to-date policies provide clarity to the expectations for students, parents, and staff.

Fiscal Implications

CUSD is required to have up-to-date and legally compliant policies. Failure to have such policies in place jeopardizes funding opportunities, especially in regards to Categorical dollars.



REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS

Reimbursement of Expenses

Board members shall be reimbursed for actual and necessary expenses incurred when performing authorized services for the district. Expenses for travel, business meals, or other authorized purposes shall be in accordance with policies established for district personnel and at the same rate of reimbursement.

(cf. 1160 - Political Processes)
(cf. 3100 - Budget)
(cf. 3350 - Travel Expenses)
(cf. 3513.1 - Cellular Phone Reimbursement)

Board members shall be reimbursed for travel expenses incurred when performing services directed by the Board. (Education Code 35044)

(cf. 9240 - Board Development)

Authorized purposes may include, but are not limited to, attendance at educational seminars or conferences designed to improve Board members' skills and knowledge; participation in regional, state, or national organizations whose activities affect the district's interests; attendance at district or community events; and meetings with state or federal officials on issues of community concern.

Personal expenses shall be the responsibility of individual Board members. Personal expenses include, but are not limited to, the personal portion of any trip, tips or gratuities, alcohol, entertainment, laundry, expenses of any family member who is accompanying the Board member on district-related business, personal use of an automobile, and personal losses and traffic violation fees incurred while on district business.

Any questions regarding the propriety of a particular type of expense should be resolved by the Superintendent or designee before the expense is incurred.

Health and Welfare Benefits for Current Board Members

Board members may participate in the health and welfare benefits program provided for district employees.

(cf. 4154/4254/4354 - Health and Welfare Benefits)

Health and welfare benefits for Board members shall be no greater than that received by the district's nonsafety employees with the most generous schedule of benefits. (Government Code 53208.5)

The district shall pay the premiums required for Board members electing to participate in the district health and welfare benefits program to the same extent that it pays for district employees.

Health and welfare benefits provided to Board members shall be extended at the same level to their spouse/registered domestic partner and to their eligible dependent children as specified in law and the health plan.

Legal Reference:

EDUCATION CODE
33050-33053 General waiver authority
33362-33363 Reimbursement of expenses for attendance at workshops

Bylaw adopted: 11/16/05; 02/05/14



Chico Unified School District
1163 East Seventh Street, Chico, CA 95928-5999
(530) 891-3000

Board Bylaws:

6.2.5.
Page 3 of 10
#9250

Section: Bylaws of the Board
Page 2 of 2

35012 Board members; number, election and term
35044 Payment of traveling expenses of representatives of board
35120 Compensation for services as member of governing board
35172 Promotional activities
44038 Cash deposits for transportation purchased on credit
FAMILY CODE
297-297.5 Rights, protections and benefits under law; registered domestic partners
GOVERNMENT CODE
8314 Use of public resources
20322 Elective officers; election to become member
20420-20445 Membership in Public Employees' Retirement System; definition of safety employees
53200-53209 Group insurance
54952.3 Simultaneous or serial meetings; announcement of compensation
HEALTH AND SAFETY CODE
1373 Health services plan, coverage for dependent children
INSURANCE CODE
10277-10278 Group and individual health insurance, coverage for dependent children
UNITED STATES CODE, TITLE 26
403 Tax-sheltered annuities
UNITED STATES CODE, TITLE 42
18011 Right to maintain existing health coverage
CODE OF FEDERAL REGULATIONS, TITLE 26
1.403(b)-2 Tax-sheltered annuities, definition of employee
COURT DECISIONS
Thorning v. Hollister School District, (1992) 11 Cal.App.4th 1598
Board of Education of the Palo Alto Unified School District v. Superior Court of Santa Clara County, (1979) 93 Cal.App.3d 578
ATTORNEY GENERAL OPINIONS
91 Ops.Cal.Atty.Gen. 37 (2008)
83 Ops.Cal.Atty.Gen. 124 (2000)

Management Resources:

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS
Sample Expense and Use of Public Resources Policy Statement, January 2006
INTERNAL REVENUE SERVICE PUBLICATIONS
Tax-Sheltered Annuity Plans (403(b) Plans) for Employees of Public Schools and Certain Tax-Exempt Organizations, Publication 571, rev. February 2013
WEB SITES
CSBA: <http://www.csba.org>
Institute for Local Government: <http://www.ca-ilg.org>
Internal Revenue Service: <http://www.irs.gov>
Public Employees' Retirement System: <http://www.calpers.ca.gov>



VERSION 1

REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS

6.2.5.

Page 4 of 10

Allowance for Service

Each Board member shall make one of the three elections set forth below as recognition for their service. The choice shall be made in accordance with #4 below. After choosing, the Board member shall be entitled to receive only that allowance until a new allowance is chosen in the manner prescribed in #4 below:

1. Compensation

Each member of the Governing Board may elect to receive the maximum monthly compensation as provided for in Education Code section 35120.

On an annual basis, the Board may increase the compensation of Board members beyond the limit delineated in Education Code section 35120 in an amount not to exceed five percent based on the present monthly rate of compensation. (Education Code, § 35120.)

Any member who does not attend all Board meetings during the month is eligible to receive only a percentage of the monthly compensation equal to the percentage of meetings he/she attended, unless otherwise authorized by the Board in accordance with law. (Education Code, § 35120.)

A member may be compensated for meetings he/she missed when the Board, by resolution, finds that he/she was performing designated services for the District at the time of the meeting or that he/she was absent because of illness, jury duty, or a hardship deemed acceptable by the Board. (Education Code, § 35120.)

OR

2. Health and Welfare Benefits ~~for Current Board Members~~

In lieu of the compensation described in #1 above, a Board members may elect to participate in the health and welfare benefits program provided for District employees.

(cf. 4154/4254/4354 - Health and Welfare Benefits)

Health and welfare benefits for Board members shall be no greater than those received by the District's nonsafety employees with the most generous schedule of benefits. (Government Code, § 53208.5.)

The District shall pay the premiums required for Board members that elect to participate in the District health and welfare benefits program to the same extent that it pays for such premiums for District employees.

Health and welfare benefits provided to Board members shall be extended at the same level to their spouse/registered domestic partner and to their eligible dependent children as specified in law and the health plan. (Government Code, § 53205.1.)

OR

Bylaw adopted: 11/16/05; 02/05/14



VERSION 1

6.2.5.

Page 5 of 10

3. No allowance

The Board member may elect to treat their Board service as a voluntary contribution to the community, and may choose not to receive either health benefits or compensation, as detailed above.

4. Procedure for Making A Board Member Election.

- a. A Board member shall make his/her initial election during the month in which he/she assumed office.
- b. Thereafter the choice shall be made annually in the month of December unless the insurance provider requires that an election be made during an open enrollment period (in which case, the Board member shall make the choice at that time).
- c. A Board member may also make/change an election upon the occurrence of a "qualifying event", which shall be as defined under COBRA.

Reimbursement of Expenses

Board members shall be reimbursed for actual and necessary expenses incurred when performing authorized services for the district. Expenses for travel, business meals, or other authorized purposes shall be in accordance with policies established for district personnel and at the same rate of reimbursement.

(cf. 1160 - Political Processes)
(cf. 3100 - Budget)
(cf. 3350 - Travel Expenses)
(cf. 3513.1 - Cellular Phone Reimbursement)

Board members shall be reimbursed for travel expenses incurred when performing services directed by the Board. (Education Code 35044)

(cf. 9240 - Board Development)

Authorized purposes may include, but are not limited to, attendance at educational seminars or conferences designed to improve Board members' skills and knowledge; participation in regional, state, or national organizations whose activities affect the district's interests; attendance at district or community events; and meetings with state or federal officials on issues of community concern.

Personal expenses shall be the responsibility of individual Board members. Personal expenses include, but are not limited to, the personal portion of any trip, tips or gratuities, alcohol, entertainment, laundry, expenses of any family member who is accompanying the Board member on district-related business, personal use of an automobile, and personal losses and traffic violation fees incurred while on district business.

Any questions regarding the propriety of a particular type of expense should be resolved by the Superintendent or designee before the expense is incurred.

Health and Welfare Benefits for Current Board Members

~~Board members may participate in the health and welfare benefits program provided for district employees.~~

~~(cf. 4154/4254/4354 - Health and Welfare Benefits)~~

Bylaw adopted: 11/16/05; 02/05/14



Chico Unified School District

1163 East Seventh Street, Chico, CA 95928-5999
(530) 891-3000

Board Bylaws:

6.2.5.

#9250

Page 6 of 10

Section:

Bylaws of the Board

VERSION 1

Page 3 of 4

~~Health and welfare benefits for Board members shall be no greater than that received by the district's nonsafety employees with the most generous schedule of benefits. (Government Code 53208.5)~~

~~The district shall pay the premiums required for Board members electing to participate in the district health and welfare benefits program to the same extent that it pays for district employees.~~

~~Health and welfare benefits provided to Board members shall be extended at the same level to their spouse/registered domestic partner and to their eligible dependent children as specified in law and the health plan.~~

Legal Reference:

EDUCATION CODE

33050-33053 General waiver authority
33362-33363 Reimbursement of expenses for attendance at workshops
35012 Board members; number, election and term
35044 Payment of traveling expenses of representatives of board
35120 Compensation for services as member of governing board
35172 Promotional activities
44038 Cash deposits for transportation purchased on credit

FAMILY CODE

297-297.5 Rights, protections and benefits under law; registered domestic partners

GOVERNMENT CODE

8314 Use of public resources
20322 Elective officers; election to become member
20420-20445 Membership in Public Employees' Retirement System; definition of safety employees
53200-53209 Group insurance
54952.3 Simultaneous or serial meetings; announcement of compensation

HEALTH AND SAFETY CODE

1373 Health services plan, coverage for dependent children

INSURANCE CODE

10277-10278 Group and individual health insurance, coverage for dependent children

UNITED STATES CODE, TITLE 26

403 Tax-sheltered annuities

UNITED STATES CODE, TITLE 42

18011 Right to maintain existing health coverage

CODE OF FEDERAL REGULATIONS, TITLE 26

1.403(b)-2 Tax-sheltered annuities, definition of employee

COURT DECISIONS

Thorning v. Hollister School District, (1992) 11 Cal.App.4th 1598

Board of Education of the Palo Alto Unified School District v. Superior Court of Santa Clara County, (1979) 93 Cal.App.3d 578

CODE OF FEDERAL REGULATIONS, TITLE 45

155.520(d)(1)-(5); special enrollment periods

ATTORNEY GENERAL OPINIONS

91 Ops. Cal. Atty. Gen. 37 (2008)

83 Ops. Cal. Atty. Gen. 124 (2000)

Management Resources:

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

Sample Expense and Use of Public Resources Policy Statement, January 2006

INTERNAL REVENUE SERVICE PUBLICATIONS

Tax-Sheltered Annuity Plans (403(b) Plans) for Employees of Public Schools and Certain Tax-Exempt Organizations, Publication 571, rev. February 2013

WEB SITES

Bylaw adopted: 11/16/05; 02/05/14



Chico Unified School District
1163 East Seventh Street, Chico, CA 95928-5999
(530) 891-3000

Board Bylaws: 6.2.5. #9250
Page 7 of 10

Section: Bylaws of the Board
Page 4 of 4

VERSION 1

CSBA: <http://www.csba.org>
Institute for Local Government: <http://www.ca-ilg.org>
Internal Revenue Service: <http://www.irs.gov>
Public Employees' Retirement System: <http://www.calpers.ca.gov>



REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS

Allowance for Service

Each Board member may select any of the two elections set forth below as recognition for their service. The choice shall be made in accordance with #3 below. After choosing, the Board member shall be entitled to receive only that allowance until a new allowance is chosen in the manner prescribed in #3 below:

1. Compensation

Each member of the Governing Board may elect to receive the maximum monthly compensation as provided for in Education Code section 35120.

On an annual basis, the Board may increase the compensation of Board members beyond the limit delineated in Education Code section 35120 in an amount not to exceed five percent based on the present monthly rate of compensation. (Education Code, § 35120.)

Any member who does not attend all Board meetings during the month is eligible to receive only a percentage of the monthly compensation equal to the percentage of meetings he/she attended, unless otherwise authorized by the Board in accordance with law. (Education Code, § 35120.)

A member may be compensated for meetings he/she missed when the Board, by resolution, finds that he/she was performing designated services for the District at the time of the meeting or that he/she was absent because of illness, jury duty, or a hardship deemed acceptable by the Board. (Education Code, § 35120.)

2. Health and Welfare Benefits

Board members may elect to participate in the health and welfare benefits program provided for District employees.

(cf. 4154/4254/4354 - Health and Welfare Benefits)

Health and welfare benefits for Board members shall be no greater than those received by the District's nonsafety employees with the most generous schedule of benefits. (Government Code, § 53208.5.)

The District shall pay the premiums required for Board members that elect to participate in the District health and welfare benefits program to the same extent that it pays for such premiums for District employees.

Health and welfare benefits provided to Board members shall be extended at the same level to their spouse/registered domestic partner and to their eligible dependent children as specified in law and the health plan. (Government Code, § 53205.1.)

4.3. Procedure for Making A Board Member Election.

- a. A board member shall make his/her initial decision during the month in which he/she assumed office.
- b. Thereafter the choice shall be made annually in the month of December unless the insurance provider requires that an election be made during an open enrollment period (in which case, the Board member shall make the choice at that time).



VERISON 2

- c. A Board member may also make/change an election upon the occurrence of a "qualifying event", which shall be as defined under COBRA.

Reimbursement of Expenses

Board members shall be reimbursed for actual and necessary expenses incurred when performing authorized services for the district. Expenses for travel, business meals, or other authorized purposes shall be in accordance with policies established for district personnel and at the same rate of reimbursement.

(cf. 1160 - Political Processes)

(cf. 3100 - Budget)

(cf. 3350 - Travel Expenses)

(cf. 3513.1 - Cellular Phone Reimbursement)

Board members shall be reimbursed for travel expenses incurred when performing services directed by the Board. (Education Code, § 35044)

(cf. 9240 - Board Development)

Authorized purposes may include, but are not limited to, attendance at educational seminars or conferences designed to improve Board members' skills and knowledge; participation in regional, state, or national organizations whose activities affect the district's interests; attendance at district or community events; and meetings with state or federal officials on issues of community concern.

Personal expenses shall be the responsibility of individual Board members. Personal expenses include, but are not limited to, the personal portion of any trip, tips or gratuities, alcohol, entertainment, laundry, expenses of any family member who is accompanying the Board member on district-related business, personal use of an automobile, and personal losses and traffic violation fees incurred while on district business.

Any questions regarding the propriety of a particular type of expense should be resolved by the Superintendent or designee before the expense is incurred.

Legal Reference:

EDUCATION CODE

33050-33053 General waiver authority

33362-33363 Reimbursement of expenses for attendance at workshops

35012 Board members; number, election and term

35044 Payment of traveling expenses of representatives of board

35120 Compensation for services as member of governing board

35172 Promotional activities

44038 Cash deposits for transportation purchased on credit

FAMILY CODE

297-297.5 Rights, protections and benefits under law; registered domestic partners

GOVERNMENT CODE

8314 Use of public resources

20322 Elective officers; election to become member

20420-20445 Membership in Public Employees' Retirement System; definition of safety employees

53200-53209 Group insurance

54952.3 Simultaneous or serial meetings; announcement of compensation

HEALTH AND SAFETY CODE

1373 Health services plan, coverage for dependent children



Chico Unified School District

1163 East Seventh Street, Chico, CA 95928-5999
(530) 891-3000

Board Bylaws: 6.2.5.
Page 10 of 10 #9250

Section: Bylaws of the Board
Page 3 of 3

VERISON 2

INSURANCE CODE

10277-10278 Group and individual health insurance, coverage for dependent children

UNITED STATES CODE, TITLE 26

403 Tax-sheltered annuities

UNITED STATES CODE, TITLE 42

18011 Right to maintain existing health coverage

CODE OF FEDERAL REGULATIONS, TITLE 26

1.403(b)-2 Tax-sheltered annuities, definition of employee

COURT DECISIONS

Thorning v. Hollister School District, (1992) 11 Cal.App.4th 1598

Board of Education of the Palo Alto Unified School District v. Superior Court of Santa Clara County, (1979) 93 Cal.App.3d 578

ATTORNEY GENERAL OPINIONS

91 Ops.Cal.Atty.Gen. 37 (2008)

83 Ops.Cal.Atty.Gen. 124 (2000)

Management Resources:

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

Sample Expense and Use of Public Resources Policy Statement, January 2006

INTERNAL REVENUE SERVICE PUBLICATIONS

Tax-Sheltered Annuity Plans (403(b) Plans) for Employees of Public Schools and Certain Tax-Exempt Organizations, Publication 571, rev. February 2013

WEB SITES

CSBA: <http://www.csba.org>

Institute for Local Government: <http://www.ca-ilg.org>

Internal Revenue Service: <http://www.irs.gov>

Public Employees' Retirement System: <http://www.calpers.ca.gov>