

CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Special Board Meeting

Wednesday, April 5, 2017

**5:00 p.m. Open with Closed Directly Following Open
Chico Unified District Office, Large Conference Room
1163 East 7th Street, Chico, CA 95928**

AGENDA

1. CALL TO ORDER

2. CONSENT CALENDAR

2.1. EDUCATIONAL SERVICES

- 2.1.1. Consider Expulsion of Students with the following IDs: 62099, 63401, 65161, 68107, 74385, 79008
- 2.1.2. Consider Approval of Field Trip Request for CHS Students to Attend the Educational Talent Search (ETS) College Visit to Four Colleges
- 2.1.3. Consider Approval of the Field Trip Request for CHS Student to Attend the FFA State Conference in Fresno, CA from 04/20/17-04/25/17
- 2.1.4. Consider Approval of the Field Trip Request for PVHS Music Department Trip to Anaheim, CA from 04/20/17-04/23/17

2.2. BUSINESS SERVICES

- 2.2.1. Consider Approval of Independent Contractor Agreements
- 2.2.2. Consider Approval of Contracts
- 2.2.3. Consider Approval of Surplus Personal Property and Authorization to Sell

3. DISCUSSION/ACTION CALENDAR

3.1. BUSINESS SERVICES

- 3.1.1. **Information:** 2017 Summer Projects Update by Maintenance and Operations (John Carver and Eric German)
- 3.1.2. **Information:** Facilities Master Plan Phase III Project Delivery Methods (Julie Kistle)
- 3.1.3. **Information:** Future Elementary School Planning – District Property at Henshaw/Guynn Avenues (Julie Kistle)
- 3.1.4. **Discussion/Action:** 2017-18 Demographic Analysis and Student Housing Report (Julie Kistle)
- 3.1.5. **Discussion/Action:** Purchase of (4) Vans for Athletics (Kevin Bultema)
- 3.1.6. **Discussion/Action:** Carl Moyer Memorial Air Quality Standards Attainment Funding Application to Replace 5 CUSD Buses (Kevin Bultema)
- 3.1.7. **Information:** District Office Facility Improvements and Information Technology Department Move to Marsh Jr. High School (Kevin Bultema)

3.2. EDUCATIONAL SERVICES

- 3.2.1. **Information:** Educational Access for All Students (Kelly Staley)

3.3. HUMAN RESOURCES

- 3.3.1. **Discussion/Action:** Approval of Tentative Agreement with CSEA (Jim Hanlon)

3.4. BOARD

- 3.4.1. **Discussion/Action:** CUSD Board Self Evaluation
- 3.4.2. **Discussion/Action:** Update CUSD Governance Handbook for 2017-2018 School Year

4. CLOSED SESSION

4.1. Public Comment on Closed Session Items

4.2. Update on Labor Negotiations

Employee Organizations:

CUTA

CSEA, Chapter #110

Representatives:

Kelly Staley, Superintendent

Jim Hanlon, Asst. Superintendent

Joanne Parsley, Asst. Superintendent

Kevin Bultema, Asst. Superintendent

4.3. Conference with Legal Counsel – Anticipated Litigation

Per Subdivision (b) of Government

Code §54956.9 (two cases)

4.4. Public Employee Performance Evaluation

Per Government Code §54957

Title: Superintendent

4.5. Public Employment: Superintendent and Assistant Superintendent, Business Services

Pursuant to Government Code §54957.6

Labor Negotiations – Unrepresented

Employees

5. RECONVENE TO REGULAR SESSION

5.1. Call to Order

5.2. Report Action Taken in Closed Session

6. ADJOURNMENT

Gary Loustale, 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 PARTICIPATON FOR ITEMS ON THE AGENDA (Regular and Special Board Meetings)

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

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

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

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

- Public comments for items not on the agenda will be limited to one hour in duration (15 minutes at the beginning of the meeting and 45 minutes at the end of the meeting).
- Initially, each general topic will be limited to 3 speakers.
- Speakers will identify themselves and will direct their comments to the Chair.
- Each speaker will be given three (3) minutes to address the Board.
- Once 2 speakers have shared a similar viewpoint, the Chair will ask for a differing viewpoint. If no other viewpoint is represented then a 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.chiocusd.org.

PROPOSED AGENDA ITEM: Students to attend ETS College Visit to four colleges

Prepared by: Brian Boyer

☒ Consent

Board Date April 5, 2017

☐ Information Only

☐ Discussion/Action

Background Information

Selected students were invited to attend the ETS College Visit Tour. The visit will include tours of UC Berkeley, UC Davis, San Francisco State and Sonoma State University.

Education Implications

Students will learn what the different colleges have to offer.

Fiscal Implications

ETS covers all costs.

CHICO UNIFIED SCHOOL DISTRICT
1163 East Seventh Street
Chico, CA 95928-5999
(530) 891-3000

FIELD TRIP REQUEST

TO: CUSD Board of Education

Date: 3/27/17

FROM: Brian Boyer

School/Dept. Chico High School

SUBJECT: Field Trip Request

Request is for students from CHS to attend BTS Campus Visit in April
(grade/class/group)

Destination: UC Berkley, UC Davis, San Francisco State and Sonoma State Activity: Campus Tours

from 4/14/17 8:20 AM to 4/18/17 7:15 PM
(dates) / (times) (dates) / (times)

Rationale for Trip: To give interested students an opportunity to visit several colleges.

Number of Students Attending: 45 (list attached) Teachers Attending: 3 ETS staff (Director and two Advisors)

Student/Adult Ratio: 15:3

Transportation: Private Cars _____ CUSD Bus _____ Charter Bus Name: Busman Holiday
Other: _____

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

ESTIMATED EXPENSES:

Fees covered by ETS Substitute Costs \$ N/A Meals \$ 0 Covered by ETS

Lodging Covered by ETS Transportation Covered by ETS Other Costs \$ _____

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

Name _____ Acct. #: _____ \$ _____

Name _____ Acct. #: _____ \$ _____

Requesting Party

Date

Site Principal

Date

Director of Transportation

Date

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

IF MAJOR FIELD TRIP

Director of Educational Services

Date

☒ Recommend ☐ Not Recommended
☐ Approved ☐ Not Approved

Board Action

Date

AGENDA ITEM: Field Trip Request for Chico High Students to Attend the FFA State Conference in Fresno, CA from 04/20/17-04/25/17

Prepared by: Hannah Garrett

☒ Consent

Board Date April 5, 2017

☐ Information Only

☐ Discussion/Action

Background Information

Every year selected FFA students attend the State FFA Conference in Fresno, CA. The Conference this year is on April 20-April 25.

Educational Implications

Students will have the opportunity to attend various leadership workshops where they will learn about teamwork, current agricultural issues in California and a variety of leadership skills.

Fiscal Implications

Funding sources as listed on the field trip request.

CHICO UNIFIED SCHOOL DISTRICT

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

FIELD TRIP REQUEST

2.1.3.

Page 2 of 2

TO: CUSD Board of Education

3/28/17

FROM: Hannah Garrett

School/Dept.: Chico High School Ag Department

SUBJECT: Field Trip Request

Request is for: Chico FFA

(grade/class/group)

Destination: Fresno, CA

Activity: FFA State Leadership Conference

From 4/20/17 6:00AM
(dates) / (times)

to

4/25/17 8:00PM
(dates) / (times)

Rationale for Trip: Students will attend the leadership conference to expand their current knowledge of service leadership; in addition, students will be competing in various Career Development Events at Fresno State.

Number of Students Attending: 25

Teachers Attending: 3

Parents Attending: 1

Student/Adult Ratio: 1:6.25

Transportation: Private Cars _____ CUSD Bus _____ Charter Bus Name _____

Other: Ag van, Ag truck and rental cars from Enterprise

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

ESTIMATED EXPENSES:

Fees \$ 3,200.00

Substitute Costs \$400.00

Meals \$ Students will pay for their own

Lodging \$5,000.00

Transportation \$800.00

Other Costs \$

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

Name Chico FFA ASB Purchase Order #99264 \$3,200.00 (Registration)

Name Site Discretionary Acct. #: 01-0009-0-1131-1000-1179-010-2010 \$400.00 (To cover subs)

Name: FFA Boosters Acct.# N/A \$ 2,000.00 (Hotels and transportation)

Name: Friends of Ag Acct. # N/A \$ 3,800.00 (Hotels and Transportation)

Requesting Party

Date

Site Principal

Date

Approve/Minor

☐ Do not Approve/Minor

or

Recommend/Major

or

Not Recommended/Major

r

(If transporting by bus or Charter)

Director of Transportation

Date

IF MAJOR FIELD TRIP

Director of Educational Services

Date

☒ Recommend

☐ Not Recommended

☐ Approved

☐ Not Approved

Board Action

Date

AGENDA ITEM: PVHS Music Department Trip to Anaheim in April 2017

Prepared by: Ryan Heimlich, PVHS Music Department

☒ Consent

Board Date April 5, 2017

☐ Information Only

☐ Discussion/Action

Background Information

The PVHS Music Department is planning a trip in April of 2017 to participate in a Heritage Music Festival in San Diego, California. Schools from all over the country will participate in this festival, which includes a day of performing, listening, and learning at an international music festival, a day at Sea World, time at the beach, and a private awards ceremony at Sea World for the festival. It is truly a remarkable and educational event.

Educational Implications

Students will miss Thursday and Friday of school, and they will be responsible for any work missed. However, the experiences had, information learned, and memories made on this trip will be long lasting.

Fiscal Implications

This trip will be paid for through a combination of fundraising and donations as coordinated by the PVHS Music ASB Clubs and the Music Boosters.

CHICO UNIFIED SCHOOL DISTRICT

1163 East Seventh Street
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(530) 891-3000

2.1.4.
Page 2 of 2

FIELD TRIP REQUEST

TO: CUSD Board of Education

Date: 2/16/2017FROM: Ryan Heimlich, PVHS MusicSchool/Dept.: Pleasant Valley HighSUBJECT: Field Trip Request

Request is for PVHS Music Department Trip to San Diego 2017
(grade/class/group)

Destination: San Diego, CaliforniaActivity: Participation in Heritage Music Festival

From 4/20/2017 8am
(dates) / (times)

to 4/23/2017 9pm
(dates) / (times)

Rationale for Trip: Participation in Heritage Music Festival with schools from all over the country

Number of Students Attending: 100 Teachers Attending: 2 Parents Attending: 10

Student/Adult Ratio: 8:1

Transportation: Private Cars _____ CUSD Bus _____ Charter Bus Name Amador Bus Company
Other: _____

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

ESTIMATED EXPENSES:

Fees \$60,000 (inclusive)Substitute Costs \$200Meals: \$0Lodging \$0Transportation \$0Other Costs \$0

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

Name _____ Acct. #: _____ \$0

Name PVHS Band/Choir ASB Acct. #: 01-9014-0-1232-1000-020-2020 \$60,200

[Signature]
Requesting Party

2/16/2017
Date

[Signature]
Site Principal

2/16/17
Date

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

[Signature]
Director of Transportation

3/21/17
Date

IF MAJOR FIELD TRIP

[Signature]
Director of Educational Services

3/24/17
Date

☒ Recommend ☐ Not Recommended
☐ Approved ☐ Not Approved

[Signature]
Board Action

Date

AGENDA ITEM: Independent Contractor Agreements

Prepared by: Kevin Bultema, Assistant Superintendent

☒ Consent

Board Date April 5, 2017

☐ Information Only

☐ Discussion/Action

Background Information

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

- Matthew Gross (Educational Services)
- Adrienna Mathers (Inspire, ASB)
- Amber Miller (Inspire, ASB)
- Marcus Mitchinson (MJHS)
- Liese Olukoya (Inspire)
- NCBOA (PVHS, ASB)
- Luke Scherba (Inspire, ASB)
- Stacie Smeltzer (Inspire, ASB)
- Justin Thomson (Inspire, ASB)
- Richard Toles (Hooker Oak)

Educational Implications

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

Fiscal Implications

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

ICA# _____



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

530.891-3000
fax 891-3220
www.ChicoUSD.org

Independent Contractor Agreement

Completed By: Christina WinklePhone: (530) 891-3000

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

Name: Matthew Gross, J and M Boots and RepairEmail Address: grossmatt@yahoo.comStreet Address/POB: 2021 N. Lindo Ave.City, State, Zip Code: Chico, CA 95973

Phone: _____

Social Security Number: _____

For vendors using a taxpayer identification number please complete a Contract Summary form.

This agreement will be in effect From: 3/1/17To: 6/30/17

Site Code: _____

Location(s) of Services: YouthBuild

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

a. Scope of Work: Provide work boots, socks, belts, and repairs of those items for YouthBuild participants

b. Goal (if applicable): _____

3. Funding/Program/Grant Affected (corresponding to accounts listed in item 4):

a. Byrne JAG Grant

b. _____

c. _____

4.	Percent (%)	Fund	Resource	Project/Year	Goal	Function	Object	Site	Manager
1	100%	1	9150	0	3800	2490	5800	570	6700
2	0%						5800		
3	0%						5800		

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

\$ 4,000.00 Hourly Rate X 1.00 Quantity (One-Time) = \$ 4,000.00 Total for Services

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

Item: _____ \$ 0.00

Item: _____ \$ _____

\$ 0.00 Total of Additional Expenses\$ 4,000.00 Grand Total (Services + Additional Expenses)

6. Completed BS10A "Certificate of Independent Consultant Agreement" guideline is ☐ On File ☒ Attached

7. Completed W9 "Request for Taxpayer Identification Number/Certification" form is: ☐ On File ☒ Attached

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

Board Ratification Date: _____

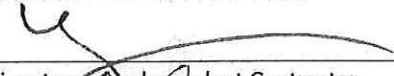
INDEPENDENT CONTRACTOR TERMS AND CONDITIONS

Independent Contractor Name: Matthew Gross, J and M Boots and Repair

ICA#

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

12. AGREED TO AND ACCEPTED:



Signature of Independent Contractor

Matthew Gross, Owner

Printed Name

3/8/17
Date

13. RECOMMENDED:

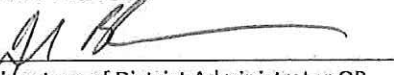

Signature of Originating Administrator

David McKay, Director

Printed Name

3/27/17
Date

14. APPROVED:


Signature of District Administrator OR
Director of Categorical Programs

John Bohannon, Director

Printed Name

3/22/17
Date

15. APPROVED:

Signature of District Administrator,
Business Services

Kevin Bultema, Assist. Superintendent

Printed Name

Date

16. AUTHORIZATION FOR PAYMENT

CHECK REQUIRED

(Invoice to accompany payment request):

- ☐ Partial Payment through: _____
☐ Full or Final Payment

DISPOSITION OF CHECK by Accounts Payable:

(check released upon completion of services)

- ☐ Send to Site Administrator (date): _____
☐ Mail to Independent Contractor

\$ _____
Amount

Originating Administrator Signature (Blue Ink)

Date

ICA# _____



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

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

ASB Independent Contractor Agreement

Completed By: Doris Luther Phone: 891-3090

1. This Agreement is made by and between Chico Unified School District Inspire School of Arts and Sciences and:

Name: Mathers, Adrienna
Email Address: amathers@gmail.com
Street Address/POB: 2240 Elm Street
City, State, Zip Code: Chico, CA 95928
Phone: _____
Taxpayer ID/SSN: _____

This agreement will be in effect From: 2/15/17 To: 3/15/17
Site Code: 380 Location(s) of Services: Inspire School of Arts and Sciences

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

- a. Scope of Work: costume construction

b. Goal (if applicable): beautiful costumes at Into the Woods

3. ASB Account(s) Affected	ASB Account #	Percentage
a. <u>Into the Woods</u>	<u>212-12</u>	<u>100.00%</u>
b. _____	_____	<u>0.00%</u>
c. _____	_____	<u>0.00%</u>

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

\$ 150.00 Hourly Rate X 1.00 # Hours = \$ 150.00 Total for Services
(For Flat Rate fees, please place the flat rate under "hourly rate" and use "1" for number of hours.)

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

Item: _____ \$ _____
Item: _____ \$ _____
\$ 0.00 Total of Additional Expenses
\$ 150.00 Grand Total (Services + Additional Expenses)

5. Completed BS10A "Certificate of Independent Consultant Agreement" guideline is: ☒ On File ☐ Attached
6. Completed W9 "Request for Taxpayer Identification Number/Certification" form is: ☒ On File ☐ Attached

INDEPENDENT CONTRACTOR TERMS AND CONDITIONS

Independent Contractor Name: **Mathers, Adrienna**

ICA#

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

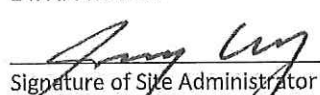
12. AGREED TO AND ACCEPTED:

 Signature of Independent Contractor	<u>Andi Mathers</u> Printed Name	<u>3-10-17</u> Date
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13. RECOMMENDED:

 Signature of ASB Advisor	<u>Jarrah L. Myles</u> Printed Name	<u>3/10/17</u> Date
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14. APPROVED:

 Signature of Site Administrator	<u>Jerry Crosby</u> Printed Name	<u>3/10/17</u> Date
--	-------------------------------------	------------------------

15. APPROVED:

_____ Signature of District Administrator, Business Services	_____ Printed Name	_____ Date
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16. ASB Approved Purchase Order # _____

Signature of ASB Accounting Technician

Originating Administrator Signature (Blue Ink)

Date

ICA# _____



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

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

ASB Independent Contractor Agreement

Completed By: Doris Luther

Phone: 891-3090

1. This Agreement is made by and between Chico Unified School District Inspire School of Arts and Sciences and:

Name: Amber Miller
Email Address: Ambermarie73@gmail.com
Street Address/POB: 1732 Elm Street
City, State, Zip Code: Chico, CA 95928
Phone: _____
Taxpayer ID/SSN: _____

This agreement will be in effect From: 2/15/17

To: 3/15/17

Site Code: 380

Location(s) of Services: Inspire School of Arts and Sciences

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

a. Scope of Work: scenic artistry

b. Goal (if applicable): beautiful sets at Into the Woods

3. ASB Account(s) Affected

a. Into the Woods

ASB Account #

212-12

Percentage

100.00%

b. _____

0.00%

c. _____

0.00%

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

\$ 200.00 Hourly Rate X 1.00 # Hours = \$ 200.00 Total for Services

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

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

Item: _____

\$ _____

Item: _____

\$ _____

\$ 0.00 Total of Additional Expenses

\$ 200.00 Grand Total (Services + Additional Expenses)

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

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

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

Board Approval Date: _____

Board authorizing signature: _____

INDEPENDENT CONTRACTOR TERMS AND CONDITIONS

Independent Contractor Name: Amber Miller

ICA#

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

12. AGREED TO AND ACCEPTED:

Signature of Independent Contractor

Printed Name

Date

13. RECOMMENDED:

Signature of ASB Advisor

Printed Name

Date

14. APPROVED:

Signature of Site Administrator

Printed Name

Date

15. APPROVED:

Signature of District Administrator,
Business Services

Printed Name

Date

16. ASB Approved Purchase Order # _____

Signature of ASB Accounting Technician

Originating Administrator Signature (Blue Ink)

Date

ICA# _____



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

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

Independent Contractor Agreement

Completed By: Alana MelinorPhone: 895-4109

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

Name: Marcus F. MitchinsonEmail Address: lodgekeepe@gmail.comStreet Address/POB: P.O. Box 267City, State, Zip Code: Hornbrook, CA 96044

Phone: _____

Social Security Number: _____

For vendors using a taxpayer identification number please complete a Contract Summary form.

This agreement will be in effect From: 4/20/17To: 5/31/17Site Code: Marsh Junior High

Location(s) of Services: _____

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

a. Scope of Work: Parent Preview HIV 101 & Positively Speaking Presentation on April 19, 2017b. Goal (if applicable): To promote awareness and empathy for persons living with HIV/AIDS and provide accurate information

3. Funding/Program/Grant Affected (corresponding to accounts listed in Item 4):

a. Site Discretionary - Admin

b. _____

c. _____

4.

	Percent (%)	Fund	Resource	Project/Year	Goal	Function	Object	Site	Manager
1	0%	01	0000	0	1110	2700	5800	070	2070
2	0%						5800		
3	0%						5800		

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

\$150.00 Hourly Rate X 1.00 Quantity One-Time ☒ = \$150.00 Total for Services

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

Item: _____ \$ _____

Item: _____ \$ _____

\$0.00 Total of Additional Expenses

\$150.00 Grand Total (Services + Additional Expenses)

6. Completed BS10A "Certificate of Independent Consultant Agreement" guideline is ☒ On File ☐ Attached

7. Completed W9 "Request for Taxpayer Identification Number/Certification" form is: ☒ On File ☐ Attached

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

Board Ratification Date: _____

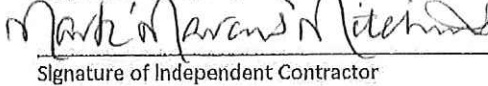
INDEPENDENT CONTRACTOR TERMS AND CONDITIONS

Independent Contractor Name: Marcus F. Mitchinson

ICA#

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

12. AGREED TO AND ACCEPTED:


Signature of Independent Contractor

Marcus F. Mitchinson
Printed Name

03/13/2017
Date

13. RECOMMENDED:


Signature of Originating Administrator

Jay Marchant
Printed Name

3/7/17
Date

14. APPROVED:

Signature of District Administrator OR
Director of Categorical Programs

Printed Name

Date

15. APPROVED:

Signature of District Administrator,
Business Services

Printed Name

Date

16. AUTHORIZATION FOR PAYMENT

CHECK REQUIRED

(Invoice to accompany payment request):

- ☐ Partial Payment through: _____
☐ Full or Final Payment

DISPOSITION OF CHECK by Accounts Payable:

(check released upon completion of services)

- ☐ Send to Site Administrator (date): _____
☐ Mail to Independent Contractor

\$ _____
Amount

Originating Administrator Signature (Blue Ink)

Date

CA# _____



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

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

Independent Contractor Agreement

Completed By: Doris LutherPhone: (530) 891-3090

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

Name: Liese Olukoya
Email Address: liese.olukoya@gmail.com
Street Address/POB: 9533 Triathlon Lane
City, State, Zip Code: Elk Grove, CA 95758
Phone: _____
Taxpayer ID/SSN: _____

This agreement will be in effect From: 1/1/17To: 6/30/17Site Code: 380Location(s) of Services: Inspire School of Arts and Sciences

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

a. Scope of Work: help Inspire understand and apply for Prop 51 charter facility funds

b. Goal (if applicable): receive Prop 51 funds

3. Funding/Program/Grant Affected (corresponding to accounts listed in Item 4):

a. _____
b. _____
c. _____

4.

	Percent (%)	Fund	Resource	Project/Year	Goal	Function	Object	Site	Manager
1	100.00%	09	0000	0	1110	2700	5800	380	8380
2	0.00%						5800		
3	0.00%						5800		

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

\$ \$7,500.00 Hourly Rate X 1.00 # Hours = \$ \$7,500.00 Total for Services

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

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

Item: _____ \$ _____

Item: _____ \$ _____

\$ \$0.00 Total of Additional Expenses

\$ \$7,500.00 Grand Total (Services + Additional Expenses)

6. Completed BS10A "Certificate of Independent Consultant Agreement" guideline is: ☐ On File ☒ Attached

7. Completed W9 "Request for Taxpayer Identification Number/Certification" form is: ☐ On File ☒ Attached

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

Board Approval Date: _____

Board authorizing signature: _____

Chico Unified School District * 1163 East Seventh Street * Chico, CA 95928
T: (530) 891-3000 * F: (530) 891-3220

INDEPENDENT CONTRACTOR TERMS AND CONDITIONS

Independent Contractor Name: Liese Olukoya Charter Facilities Consulting

CA#:

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

12. AGREED TO AND ACCEPTED:

Liese W. Olukoya
Signature of Independent Contractor

Liese W. Olukoya
Printed Name

3-16-17
Date

13. RECOMMENDED:

Jerry Crosby
Signature of Originating Administrator

Jerry Crosby
Printed Name

3/16/17
Date

14. APPROVED:

Signature of District Administrator OR
Director of Categorical Programs

Printed Name

Date

15. APPROVED:

Signature of District Administrator,
Business Services

Printed Name

Date

16. AUTHORIZATION FOR PAYMENT CHECK REQUIRED

(Invoice to accompany payment request):

☒ Partial Payment through: Deposit

☐ Full or Final Payment

\$ 1500.00
Amount

DISPOSITION OF CHECK by Accounts Payable:

(check released upon completion of services)

☐ Send to Site Administrator (date): _____

☒ Mail to Independent Contractor

Jerry Crosby
Originating Administrator Signature (Blue Ink)

3/16/17
Date



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



ICA# _____

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

ASB Independent Contractor Agreement

Completed By: Ann Castle

Phone: (530) 891-3050

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

Name: Northern California Baseball Officials Association - Chico (NCBOA-Chico)
Email Address: billpadula@outlook.com
Street Address/POB: 290 E. 5th Ave
City, State, Zip Code: Chico, CA 95926
Phone: _____
Taxpayer ID/SSN: _____

This agreement will be in effect From: 8/18/16

To: 6/10/17

Site Code: 020

Location(s) of Services: Pleasant Valley High School

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

- a. Scope of Work: Baseball Game Officials for 16-17 seasons

This COCA and COCA 178009 (sent to March 1, 2017 Board Meeting) replace COCA 178009 due to businesses splitting services. COCA 178009 was Board Approved on July 20, 2016.

- b. Goal (if applicable): _____

3. ASB Account(s) Affected

a. Baseball

b. Athletic General

c. _____

ASB Account #

600

138

Percentage

50.00%

50.00%

0.00%

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

\$ 1.00 Hourly Rate X 7,000.00 # Hours = \$ 7,000.00 Total for Services

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

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

Item: _____ \$ _____

Item: _____ \$ _____

\$ 0.00 Total of Additional Expenses

\$ 7,000.00 Grand Total (Services + Additional Expenses)

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

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

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

Board Approval Date: _____

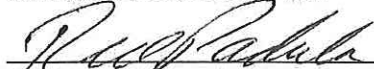
Board authorizing signature: _____

INDEPENDENT CONTRACTOR TERMS AND CONDITIONS

Independent Contractor Name: Northern California Baseball Officials Associatic ICA#

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

12. AGREED TO AND ACCEPTED:


Signature of Independent Contractor

Bill Pachia
Printed Name

3-22-17
Date

13. RECOMMENDED:

Signature of ASB Advisor

Printed Name

Date

14. APPROVED:


Signature of Site Administrator

John Shepherd
Printed Name

3/23/17
Date

15. APPROVED:

Signature of District Administrator,
Business Services

Printed Name

Date

16. ASB Approved Purchase Order # ASB-17008

Signature of ASB Accounting Technician

Originating Administrator Signature (Blue Ink)

Date



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

CA#

178009

Reference Only

530/891-3000

fax 891-3220

www.ChicoUSD.org

Independent Contractor Agreement *AGB/PVHS*

Completed By: John Shepherd

Phone: (530) 891-3050

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

Name: NCBSOA (Softball, Baseball)
Email Address: _____
Street Address/POB: 2395 Ritchie Circle
City, State, Zip Code: Chico, CA 95926
Phone: _____
Taxpayer ID/SSN: _____

This agreement will be in effect From: 8/18/16

To: 6/10/17

Site Code: 020

Location(s) of Services: PVHS

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

a. Scope of Work: Game Officials for 16-17 season

b. Goal (if applicable): _____

3. Funding/Program/Grant Affected (corresponding to accounts listed in Item 4):

a. Softball and Baseball (#138-5) = \$3,850.00 each for total of \$7,700.00

b. Baseball (#605-4) = \$11,550.00

c. Softball (#600-4) = \$3,850.00

4.	Percent (%)	Fund	Resource	Project/Year	Goal	Function	Object	Site	Manager
1	0.00%	01	9014	0	1232	4000	5800	020	2020
2	0.00%						5800		
3	0.00%						5800		

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

\$ \$23,100.00 Hourly Rate X 1.00 # Hours = \$ \$23,100.00 Total for Services

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

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

Item: _____ \$ _____

Item: _____ \$ _____

\$ \$0.00 Total of Additional Expenses

\$ \$23,100.00 Grand Total (Services + Additional Expenses)

6. Completed BS10A "Certificate of Independent Consultant Agreement" guideline is: ☒ On File ☐ Attached

7. Completed W9 "Request for Taxpayer Identification Number/Certification" form is: ☒ On File ☐ Attached

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

Board Approval Date: _____

Board authorizing signature: *BAK*

APPROVED JUL 21 2016

~ Reference Only ~

(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.)

Raymond Peck
(Signature of Consultant)

Raymond Peck
(Print Name)

05/27/16
(Date)

12. **RECOMMENDED:**

[Signature]
(Signature of Originating Faculty Advisor)

Pam Jackson
(Print Name)

6/20/16
(Date)

ASB Requisition/PO# PVH-5 17008 issued by ASB **

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

APPROVED:

Haley Barnhart
(Signature of ASB Officer)

Haley Barnhart ASB Secretary
(Print Name and Title)

5/17/16
(Date)

[Signature]
(Signature of Principal)

Kevin Bultema
(Print Name and Title)

5/18/16
(Date)

APPROVED:

[Signature]
(Signature of Administrator - Business Services)

Asst. Superintendent, Business
(Print Name and Title)

7-27-16
(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)

ICA# _____



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

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

ASB Independent Contractor Agreement

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

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

Name: Luke Scherba (Scherba Media)
 Email Address: luke@scherbamedia.com
 Street Address/POB: 707 Wall Street
 City, State, Zip Code: Chico, CA 95928
 Phone: _____
 Taxpayer ID/SSN: _____

This agreement will be in effect From: 7/1/16 To: 6/30/17
 Site Code: 380 Location(s) of Services: Inspire School of Arts and Sciences

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

a. Scope of Work: record various Inspire productions and produce 16 DVD's

b. Goal (if applicable): capture musical, theatre, musical theatre, and dance performances

3. ASB Account(s) Affected	ASB Account #	Percentage
a. <u>various</u>	<u>various</u>	<u>100.00%</u>
b. _____	_____	<u>0.00%</u>
c. _____	_____	<u>0.00%</u>

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

\$ 300.00 Hourly Rate X 10.00 # Hours = \$ 3,000.00 Total for Services
 (For Flat Rate fees, please place the flat rate under "hourly rate" and use "1" for number of hours.)

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

Item: _____ \$ _____
 Item: _____ \$ _____
 \$ 0.00 Total of Additional Expenses
 \$ 3,000.00 Grand Total (Services + Additional Expenses)

5. Completed BS10A "Certificate of Independent Consultant Agreement" guideline is: ☒ On File ☐ Attached
 6. Completed W9 "Request for Taxpayer Identification Number/Certification" form is: ☒ On File ☐ Attached

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

Board Approval Date: _____ Board authorizing signature: _____

INDEPENDENT CONTRACTOR TERMS AND CONDITIONS

Independent Contractor Name: Luke Scherba (Scherba Media)

ICA#

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

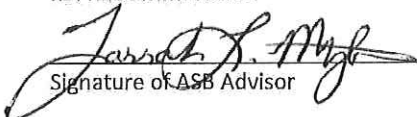
12. AGREED TO AND ACCEPTED:


Signature of Independent Contractor

Luke Scherba
Printed Name

3/22/17
Date

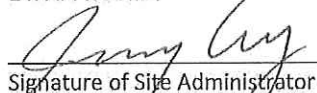
13. RECOMMENDED:


Signature of ASB Advisor

Jarrah L. Myles
Printed Name

2/15/17
Date

14. APPROVED:


Signature of Site Administrator

Jerry Crosby
Printed Name

3/22/17
Date

15. APPROVED:

Signature of District Administrator,
Business Services

Printed Name

Date

16. ASB Approved Purchase Order # _____

Signature of ASB Accounting Technician

Originating Administrator Signature (Blue Ink)

Date

ICA# _____



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

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

ASB Independent Contractor Agreement

Completed By: Doris Luther Phone: 891-3090

1. This Agreement is made by and between Chico Unified School District Inspire School of Arts and Sciences and:

Name: Stacie Smeltzer
Email Address: smeltzer_stacie@yahoo.com
Street Address/POB: 6290 Chatham Ct
City, State, Zip Code: Magalia, CA 95954
Phone: _____
Taxpayer ID/SSN: _____

This agreement will be in effect From: 2/15/17 To: 3/15/17
Site Code: 380 Location(s) of Services: Inspire School of Arts and Sciences

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

a. Scope of Work: costume construction

b. Goal (if applicable): beautiful costumes at Into the Woods

ASB Account(s) Affected	ASB Account #	Percentage
a. <u>Into the Woods</u>	<u>212-12</u>	<u>100.00%</u>
b. _____	_____	<u>0.00%</u>
c. _____	_____	<u>0.00%</u>

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

\$ 150.00 Hourly Rate X 1.00 # Hours = \$ 150.00 Total for Services
(For Flat Rate fees, please place the flat rate under "hourly rate" and use "1" for number of hours.)

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

Item: _____ \$ _____
Item: _____ \$ _____
\$ 0.00 Total of Additional Expenses
\$ 150.00 Grand Total (Services + Additional Expenses)

5. Completed BS10A "Certificate of Independent Consultant Agreement" guideline is: ☒ On File ☐ Attached
6. Completed W9 "Request for Taxpayer Identification Number/Certification" form is: ☒ On File ☐ Attached

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

INDEPENDENT CONTRACTOR TERMS AND CONDITIONS

Independent Contractor Name: Stacie Smeltzer

ICA#

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

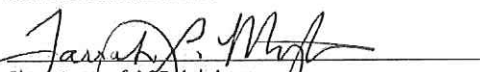
12. AGREED TO AND ACCEPTED:


Signature of Independent Contractor

STACIE SMELTZER
Printed Name

3-10-17
Date

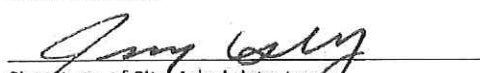
13. RECOMMENDED:


Signature of ASB Advisor

Jarrah L. Myles
Printed Name

3/21/17
Date

14. APPROVED:


Signature of Site Administrator

Jerry Crosby
Printed Name

3/10/17
Date

15. APPROVED:

Signature of District Administrator,
Business Services

Printed Name

Date

16. ASB Approved Purchase Order # _____

Signature of ASB Accounting Technician

Originating Administrator Signature (Blue Ink)

Date

ICA# _____



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

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

Independent Contractor Agreement

Completed By: Becki GilbertPhone: (530) 891-3119

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

Name: Richard TolesEmail Address: Rick@oldalkali.comStreet Address/POB: PO box 1551City, State, Zip Code: Rough & Ready, Ca 95975

Phone: _____

Social Security Number: _____

For vendors using a taxpayer identification number please complete a Contract Summary form.

This agreement will be in effect From: 4/19/17To: 4/19/17Site Code: 160Location(s) of Services: Malakoff Diggins, Nevada City, CA

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

a. Scope of Work: Music and History of the California Gold Rush Presentationb. Goal (if applicable): 4th grade California History

3. Funding/Program/Grant Affected (corresponding to accounts listed in Item 4):

a. 01-9024-0-1110-1000-5800-160-1160

b. _____

c. _____

4.	Percent (%)	Fund	Resource	Project/Year	Goal	Function	Object	Site	Manager
1	10,000%	01	9024	0	1110	1000	5800	160	1160
2	0%						5800		
3	0%						5800		

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

\$ 275.00 Hourly Rate X 1.00 Quantity One-Time = \$ 275.00 Total for Services

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

Item: _____ \$ _____

Item: _____ \$ _____

\$ 0.00 Total of Additional Expenses\$ 275.00 Grand Total (Services + Additional Expenses)

6. Completed BS10A "Certificate of Independent Consultant Agreement" guideline is ☒ On File ☐ Attached

7. Completed W9 "Request for Taxpayer Identification Number/Certification" form is: ☒ On File ☐ Attached

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

Board Ratification Date: _____

INDEPENDENT CONTRACTOR TERMS AND CONDITIONS

Independent Contractor Name: Richard Toles

ICA#

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

12. AGREED TO AND ACCEPTED:

Richard Toles
Signature of Independent Contractor

Richard Toles
Printed Name

3-23-2017
Date

13. RECOMMENDED:

Brian S. Holderman
Signature of Originating Administrator

Brian S. Holderman
Printed Name

3.23.2017
Date

14. APPROVED:

Signature of District Administrator OR
Director of Categorical Programs

Printed Name

Date

15. APPROVED:

Signature of District Administrator,
Business Services

Printed Name

Date

16. AUTHORIZATION FOR PAYMENT CHECK REQUIRED

(Invoice to accompany payment request):

- ☐ Partial Payment through: _____
☐ Full or Final Payment

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

- ☐ Send to Site Administrator (date): _____
☐ Mail to Independent Contractor

\$ _____
Amount

Originating Administrator Signature (Blue Ink)

Date

ICA# _____



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

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

ASB Independent Contractor Agreement

Completed By: Doris Luther

Phone: 891-3090

1. This Agreement is made by and between Chico Unified School District Inspire School of Arts and Sciences and:

Name: Justin Thomson
Email Address: _____
Street Address/POB: 1140 Arcadian Ave
City, State, Zip Code: Chico, CA 95926
Phone: _____
Taxpayer ID/SSN: _____

This agreement will be in effect From: 2/15/17
Site Code: 380

To: 3/15/17
Location(s) of Services: Inspire School of Arts and Sciences

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

a. Scope of Work: sound board operator

b. Goal (if applicable): great sound at the Into the Woods

3. ASB Account(s) Affected	ASB Account #	Percentage
a. <u>Into the Woods</u>	<u>212-12</u>	<u>100.00%</u>
b. _____	_____	<u>0.00%</u>
c. _____	_____	<u>0.00%</u>

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

\$ 900.00 Hourly Rate X 1.00 # Hours = \$ 900.00 Total for Services

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

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

Item: _____ \$ _____

Item: _____ \$ _____

\$ 0.00 Total of Additional Expenses

\$ 900.00 Grand Total (Services + Additional Expenses)

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

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

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

Board Approval Date: _____

Board authorizing signature: _____

INDEPENDENT CONTRACTOR TERMS AND CONDITIONS

Independent Contractor Name: Justin Thomson

ICA#

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

12. AGREED TO AND ACCEPTED:

[Signature]
Signature of Independent Contractor

Justin Thomson
Printed Name

8-10-17
Date

13. RECOMMENDED:

[Signature]
Signature of ASB Advisor

Jarrah L. Myles
Printed Name

10/3/17
Date

14. APPROVED:

[Signature]
Signature of Site Administrator

Jerry Crosby
Printed Name

8/10/17
Date

15. APPROVED:

Signature of District Administrator,
Business Services

Printed Name

Date

16. ASB Approved Purchase Order # _____

Signature of ASB Accounting Technician

Originating Administrator Signature (Blue Ink)

Date

AGENDA ITEM: Contracts

Prepared by: Kevin Bultema, Assistant Superintendent

☒ Consent

Board Date April 5, 2017

☐ Information Only

☐ Discussion/Action

Background Information

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

- Butte College Affiliation Agreement (Special Education)
- Crusader Fence Co., Inc. Chapman (Facilities)
- Crusader Fence Co., Inc. McManus (Facilities)
- MOU, BCOE/CUSD Network Rack Space Hosting (Information Technology)

Educational Implications

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

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

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

Fiscal Implications

Contracts shall be paid according to agreed upon terms noted.



BUTTE-GLENN COMMUNITY COLLEGE DISTRICT

3536 Butte Campus Drive, Oroville, CA 95965

AFFILIATION AGREEMENT

THIS AGREEMENT is made and entered into by and between the Butte-Glenn Community College District ("District") and Chico Unified School District ("Agency").

WITNESSETH

WHEREAS, the above Agency is willing under certain conditions to allow the District to utilize facilities of such Agency for clinical/internship experience of students enrolled in Health Occupations Programs (Home Health Aide, Vocational Nursing, LVN to Registered Nursing, Registered Nursing, Emergency Medical Technician, Paramedic, and Respiratory Therapy).

AGREEMENT

1. **TERM OF AGREEMENT.** The term of this Agreement shall be July 1, 2017 to June 30, 2020. This Agreement may be renewed by mutual written consent of both parties, and is subject to termination by either party at the end of a college year (June 30) on six months advance written notice to the other party.
2. **GENERAL DUTIES OF DISTRICT.** District shall (a) provide students enrolled in the Health Occupations Programs of the District for instruction at the facilities of the Agency; (b) test and select all students; (c) provide instructors and curriculum in accordance with the rules established in the California Code of Regulations and respective accrediting Agencies, Boards or Committees; (d) provide a description of the responsibilities of faculty assigned to the facility and written objectives to be met by students assigned to the Agency; (e) provide supervision and instruction required in the Program, unless in specific instances other provisions are made and are mutually satisfactory to the District and the Agency.
3. **GENERAL DUTIES OF AGENCY.** Agency shall provide such experience and observational opportunities as are of educational value and shall orient instructors and students to the facility. Availability and appropriateness of the learning environment in relation to the program's written objectives must be assured.
4. **USE OF PARKING AND CAFETERIA FACILITIES.** Agency shall permit instructors to use parking facilities. Agency shall permit students and instructors to use staff cafeteria facilities, if available on premises.
5. **MEDICAL AID.** Agency shall provide on-site first-aid treatment to students assigned to the Agency needing such care, but shall not be obligated to furnish any other medical or surgical service to any student.
6. **AGENCY STAFF.** Agency shall not decrease the normal number of its staff as a result of the assignment of students. Staff must be adequate in number and quality to insure safe and continuous health care services to the patients.
7. **CURRICULUM.** District shall plan the days and hours of clinical/field internship experience for students. The selection of clients/patients for such student experience shall be made by the clinical instructors of the District in concurrence with the appropriate Agency personnel. Instructors are responsible for the endorsement and teaching of ethical behavior and shall have the authority to take immediate corrective action in regards to student conduct and behavior. All plans for observations and/or clinical experiences shall be subject to the approval of the Agency.
8. **COMMUNICATION.** District and Agency shall ensure that communication with Agency, staff, District, faculty and students occurs on an ongoing basis via electronic, verbal or written communication.

9. **HEALTH CERTIFICATION OF STUDENTS.** District shall require each student to have a physical examination and shall, upon request, provide certification that the student has been immunized against the common communicable diseases. The student shall show evidence of a negative Tuberculin (PPD) Test within six (6) months preceding participation in the clinical portion of the Program.
10. **UNIFORMS.** Each student and instructor shall abide by the dress code of the program and Agency. When assigned to services for which the Agency requires and furnishes a special uniform, Agency will provide the required clothing for students. Each student and instructor shall wear identification with name and District affiliation.
11. **RULES AND REGULATIONS APPLICABLE TO STUDENTS.** Each student shall be subject to the rules and regulations of the Agency and District. The Agency and District shall instruct the students as to the rules and regulations to be adhered to while the students are participating in their assigned clinical program. Each student shall provide evidence to the District of having a current American Heart Association Health Care Provider Basic Life Support CPR Certification or the equivalent for assignments exceeding one day observational experiences. All students will recognize the patients' rights to deny student observation or participation in their care.
12. **DISCONTINUANCE OF STUDENT ASSIGNMENTS.** The District may, with or without cause, discontinue the assignment of any student at any time during the period of this Agreement. The Agency may request the District to immediately withdraw from the clinical experience any student who the Agency determines is not performing satisfactorily, or who refuses to follow the Agency's administrative and patient care policies, procedures, rules and regulations, including inappropriate behavior, hygiene, or failure to follow the dress code set forth in Paragraph 9. The Agency will provide both verbal and written notification to the District of the reason for requesting immediate withdrawal of a student.
13. **STATUS OF STUDENTS AND INSTRUCTORS.** Students and instructors of the District shall be licensees for the limited purpose expressed in this Agreement. Students and instructors shall not be deemed employees of the Agency during the hours in which they are assigned to their respective clinical program of the District. The Agency and its staff are ultimately responsible for care provided clients/patients. To the extent required by the provisions of Education Code 78249, the District shall maintain workers' compensation insurance, or participate in an approved self-insurance workers' compensation program, for the benefit of students participating in the program.
14. **LIABILITY.** Each party to this Agreement shall indemnify and hold harmless the other party, including its officers, agents and employees, from any claims, liability, demands, costs, expenses and attorneys fees, caused by the negligent or willful misconduct of such party in performing its duties and responsibilities pursuant to the Agreement.
15. **COMPENSATION.** Neither party of the Agreement shall be obligated to pay any monetary compensation to the other or to any student, unless in specific instances where other provisions are made and mutually satisfactory to the District and Agency.
16. **NOTICES.** Any notices sent subject to this Agreement shall be sent by the United States Certified Mail, first class, return receipt requested, to the following addresses:

DISTRICT

Andrew Suleski
Vice President of Administration
Butte-Glenn Community College District
3536 Butte Campus Drive
Oroville, CA 95965

AGENCY

David Eric Snedeker
Director of Special Education and Student
Support Services
Chico Unified School District
1163 E. 7th Street
Chico, CA 95928

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized representatives on the day and year first above written.

DISTRICT

By: _____
(Signature of person authorized to execute Agreement.)

Name: Andrew Suleski
Title: Vice President of Administration
Phone No: (530) 895-2353
Date: _____

AGENCY

By: Eric Snedeker
(Signature of person authorized to execute Agreement.)

Name: Eric Snedeker
Title: Director of Special Education and Student
Support Services
Phone No.: (530) 891-3000 ext. 135
Date: _____

Recommended By:

Signature: _____
Name: Denise Adams
Title: Dean
Department: Career and Technical Programs
Phone No.: (530) 895-2329
Date: _____

PART 1 - GENERAL

1.01 AGREEMENT

This Agreement made and entered into this _____ day of March, 2017 by and between **Chico Unified School District of Butte County, California**, First Party, sometimes hereinafter called the Owner, and **Crusader Fence Co., Inc.**, Second Party, sometimes hereinafter called the Contractor,

WITNESSETH: That the parties hereto mutually covenanted and agreed, and by these present do covenant and agree with each other, as follows:

1. The WORKER'S COMPENSATION and LIABILITY INSURANCE CERTIFICATE is attached to and is a part of this Agreement. The complete Contract also includes the proposal dated March 7, 2017. All Contract Documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all Contract Documents.
2. The said Contractor agrees to furnish all tools, equipment, apparatus, facilities, transportation, labor, and material, other than material, if any, agreed to be furnished by the District hereunder, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the work of Fencing Project at Chapman Elementary School, Chico, Butte County, California. (per Attachment A)
3. It is understood and agreed that said tools, equipment, apparatus, facilities, transportation, labor, and material shall be furnished and said work performed and completed as required in said Contract Documents under the direction, and subject to the approval of, the Owner. The Owner shall have the right to accept or reject materials or workmanship, and to determine when the Contractor has complied with the conditions of the Contract.
4. The District agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of

Sixty-Five Thousand, Six Hundred Seventy-One Dollars

(\$65,671.00)

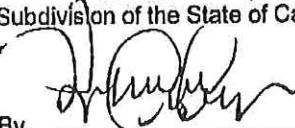
6. Copies of the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations in accordance with Labor Code Section 1773 are available as stated in the Notice to Contractors.
7. The Contractor agrees to comply with Labor Code Section 1775 (Payment of Prevailing Wage Rates) and Labor Code Section 1776 (Keeping Accurate Payroll Records) and Labor Code Section 1777.5, placing the responsibility for compliance with the statutory requirements for all apprenticeable occupations on the prime contractor. The Contractor shall comply with the requirements imposed by California Labor Code Sections 1720 through 1815 regarding public works projects and prevailing wage law. In particular, Labor Code sections 1725.5 (contractor registration requirements and criteria), 1771.1 (requirement to register with the Department of Industrial Relations as a condition to bid work on any public works), and 1771.4 (project compliance monitoring).

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Section 00 52 01

IN WITNESS WHEREOF, the said Board of Trustees has caused this Agreement to be subscribed by its duly authorized officer in its behalf, and the said Party of the Second Part has signed this Agreement the day and year first above written.

Chico Unified School District
of Butte County, a Political
Subdivision of the State of California

By  _____
Authorized Official

Crusader Fence Co., Inc.
Contractor

By _____

ASSISTANT-SUPERINTENDENT

* End Document 00 52 01*

Corporate Office:
3115 Gold Valley Dr.
Rancho Cordova, Ca. 95742
Bay Area Office:
1600 Benicia Rd.
Vallejo, Ca. 94591



(916) 631-9191
(916) 852-9191
Toll Free (888) 818-9191
Fax (916) 631-8989
CrusaderFenceCo.com

"Attachment A"

Crusader Fence Co., Inc.

CA Contractors License # 726527

CA Public Works Contractor #1000000020 * CA Small Business Certification #0019368
Gold Shovel Standard Certified * ISNetwork # 400-240122

March 7, 2017
revised

To: Chico USD - Maria Campos
Re: Chapman Elementary School
1071 16th St, Chico, CA 95928

Description: Furnish and install approx. 315 LF of 6 foot high Ameristar Montage Plus Majestic Style 3 Rail including (4) each walk gates and (1) 10 ft. opening standard double gate.
Walk gates to include lever, panic, screening, Locinox self-closing hinges. Double gate to include heavy bearing hinges, pad lockable latch and 2 each ground locking cane bolts as hold open/close.
Furnish and install approx. 27 LF of 6 ft. high chain link fence all black color system including (1) each 20 ft. opening double drive gate.

Price - \$ 65,671.00

Specifications:

Specific Project Inclusions: based on site review and discussion, core drill as necessary,

Specific Project Exclusions:

*pricing includes union scale/prevaling wage rates

*per schedule and availability

STANDARD TERMS AND CONDITIONS:

- NO BOND EXPENSE, OUR BOND RATE IS .72% UP TO \$ 500 K AND .48% AFTER \$ 500 K
- \$ 2M G/L INSURANCE & \$ 1 M GENERAL AGGREGATE INSURANCE / OCCURRENCE INCLUDED
- ALL STANDARD TERMS AND CONDITIONS OF THIS BID FORM ARE TO BE INCLUDED IN SUBSEQUENT CONTRACT.

JOB IS FIGURED FOR 1 MOVE-INS WITH MOBILE DIGGING EQUIPMENT - ADDITIONAL MOBILIZATIONS AT \$1,756.00/EA.
NO CLEARING, GRUBBING, GRADING, FENCE REMOVAL, LINE STAKING, TRAFFIC CONTROL, SIGNAGE, SPOILS REMOVAL FROM SITE.
NO TEMPORARY, ENVIRONMENTAL, SAFETY, ESA, SNOW OR TREE FENCING.
NO PATCHING OF BLACKTOP/ASPHALT/CONCRETE.
NO COREDRILLING, SAWCUTTING, ROCK DRILLING, GRADE BEAM, MOWSTRIPS, CONTINUOUS CONCRETE FOOTINGS, POST SLEEVES OR POST POCKETS.
NO GATE TRACK PAD, REBAR OR REBAR CAGES, FOOTING FINISH, PROTECTIVE BOLLARDS.
NO SITE ELECTRICAL, POWER PULLS, SITE SECURITY SYSTEM INTEGRATION OR DATA SYSTEM INTEGRATION.
ALL POSTS IN CONCRETE WALLS, SLABS, ETC. TO BE SET PRIOR TO POURS, OR BLOCKED OUT BY GENERAL CONTRACTOR, OWNER, END USER OR REPRESENTATIVE.
ALL POST HOLES TO BE DUG W/MOBILE POWER DRILLING EQUIPMENT WITH UNENCUMBERED ALL-SEASON TRUCK ACCESS TO FENCE LINE.
UNDERGROUND UTILITIES ARE TO BE EXPOSED BY GENERAL CONTRACTOR, OWNER, END USER OR REPRESENTATIVE PRIOR TO CRUSADER'S MOBILIZATION - NON USA MEMBERS OR PRIVATE UTILITIES ARE TO BE LOCATED AND CLEARLY MARKED (PRIVATE LOCATING SERVICE CAN BE PROVIDED AT ADDL COST).
HAND-DIGGING AND POT-HOLEING AS DIRECTED ARE TREATED AS ADDITIONAL UNDER FIELD CHANGE ORDER AND DIRECTION BY GENERAL CONTRACTOR, OWNER, END USER OR REPRESENTATIVE PRIOR TO CRUSADER'S MOBILIZATION TO BEGIN DIGGING. BEST EFFORTS MADE ON DRILLING IN NON-RIPPABLE OR NON-DRILLABLE HARD ROCK AREAS.
NOT RESPONSIBLE FOR DAMAGE TO LANDSCAPE WITHIN 6' FEET OF THE FENCE LINE, IRRIGATION, CONDUITS, PRIVATE UTILITIES, ETC.
NO ELECTRICAL GROUNDING OF THE FENCE OR GATES.
INSTALLATION LOCATIONS TO INCLUDE ALL END, CORNER, GATE POSTS, GATES, AS DIRECTED BY GENERAL CONTRACTOR, OWNER, END USER OR REPRESENTATIVE PRIOR TO CRUSADER'S MOBILIZATION TO BEGIN DIGGING.
NO PRIMING, PAINTING, SEALING, OR STAINING WOOD SURFACES.
NO ADD'L CLEANING OF THE FENCING BEYOND THE INITIAL CLEANING DONE WHEN THE INSTALLATION WAS COMPLETED.
NO SAFETY, SECURITY, PROTECTION, SWPPP/WPCP PLANS, SAFETY, HAZMAT, OR ENVIRONMENTAL TRAINING.
NO PUBLIC RIGHT OF WAY PROTECTIONS TO INCLUDE SCREENS, PANELS, SIGNS, TAPE, TRENCH PLATING, HOLE COVERING, ETC.
NO STRUCTURAL ENGINEERING OR CALCULATIONS, NO ENGINEERED OR ARCHITECTURAL DRAWINGS, NO PREBID/POST BID/AS BUILT/TRAINING AUDIO/VIDEO RECORDINGS.
NO FEDERAL, STATE, COUNTY, CITY, OTHERS, ETC. FEES AND PERMITS.

NO MANAGEMENT SOFTWARE APPLICATIONS FOR ACCOUNTING, JOB COSTING, BILLING, SCHEDULING, ETC. ARE INCLUDED IN BID WITHOUT PRIOR APPROVAL TO BID ACCEPTANCE - OEM, INTERNET BASED, OR 3RD PARTY PROVIDER, PURCHASED OR LEASED EXP; TEXTURA, PLANNGRID, ETC. (CAN BE INC. AT ADDL COST).
CONCRETE WASHOUT (TO BE PROVIDED BY GENERAL CONTRACTOR, OWNER, END USER OR REPRESENTATIVE).
NOT RESPONSIBLE FOR THE DISTURBANCE OF ANY ENVIRONMENTAL CONTAMINANTS, SPECIAL HANDLING, CONTAINMENTS OR DISPOSAL OF HAZARDOUS WASTE.
NO SUBROGATION OF LABOR INSURANCE INCLUDED, BID/PERFORMANCE/PAYMENT BOND EXPENSE, BUILDERS RISK INSURANCE, ENVIRONMENTAL/CONTRACTORS POLLUTION LIABILITY (ALL CAN BE PROVIDED AT ADDITIONAL COST, SEE BOND RATE ABOVE).
CRUSADER FENCE CO., INC. IS SIGNATORY TO THE LABORERS UNION'S MASTER AGREEMENT.
NOT RESPONSIBLE FOR DELAY COSTS DUE TO INSUFFICIENT TIME ALLOCATED TO COMPLETE OUR SCOPE.
LETTER OF INTENT WITHIN 60 DAYS TO HONOR BID SUBMISSION PROPOSAL.
ALLOWING CRUSADER FENCE CO., INC. TO BEGIN WORK ON THIS PROJECT WILL BE CONSIDERED ACCEPTANCE OF THIS BID SUBMISSION PROPOSAL.
THIS BID DOCUMENT AND ALL OF ITS TERMS AND CONDITIONS SHALL BE INCORPORATED INTO ANY CONTRACT OR SUBCONTRACT BETWEEN SUBCONTRACTOR OR CONTRACTOR IN RELATION TO THE PROJECT ON WHICH THIS BID OR PROPOSAL IS ISSUED. THE TERMS OF THIS BID DOUCUMENT SHALL CONTROL AND TAKE PRECEDENCE OVER ANY TERMS IN ANY OTHER WRITING, CONTRACT OR SUBCONTRACT ENTERED BETWEEN CRUSADER FENCE CO., INC. AND CONTRACTOR OR OWNER FOR THIS PROJECT WHICH CONFLICT WITH OR ARE DIFFERENT THAN THE TERMS HEREIN. THIS IS A MATERIAL TERM. ACCEPTANCE OF THIS BID OR PROPOSAL EXPRESSLY INCLUDES ACCEPTANCE OF THIS TERM. IF YOU ACCEPT THIS BID OR PROPOSAL YOU ACCEPT THIS TERM.
OUR BID PROPOSAL FACTORS IN A DISCOUNTED COST WHICH ALLOWS FOR A MAXIMUM OF 5% RETENTION. THIS RETENTION IS DUE AND PAYABLE NO LATER THAN 60 DAYS AFTER ACCEPTANCE OF OUR COMPLETED WORK. THIS STIPULATION MUST BECOME PART OF ANY FUTURE CONTRACT THAT YOU SIGN WITH OUR COMPANY.
THE WAIVER OF THE TERMS AND CONDITIONS OF THIS QUOTE IS TO BE AT CRUSADER FENCE COMPANY, INC.'S DISCRETION AND/OR EXCLUDED ABOVE.

Michael Murphy

Michael Murphy
Crusader Fence Co., Inc.
Industrial Estimator - (916) 257-0352 cell - (916) 631-9191 office - (916) 631-8989 fax - mike@crusaderfence.com

PART 1 - GENERAL**1.01 AGREEMENT**

This Agreement made and entered into this _____ day of March, 2017 by and between **Chico Unified School District** of Butte County, California, First Party, sometimes hereinafter called the Owner, and **Crusader Fence Co., Inc.**, Second Party, sometimes hereinafter called the Contractor,

WITNESSETH: That the parties hereto mutually covenanted and agreed, and by these present do covenant and agree with each other, as follows:

1. The WORKER'S COMPENSATION and LIABILITY INSURANCE CERTIFICATE is attached to and is a part of this Agreement. The complete Contract also includes the proposal dated March 6, 2017. All Contract Documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all Contract Documents.
2. The said Contractor agrees to furnish all tools, equipment, apparatus, facilities, transportation, labor, and material, other than material, if any, agreed to be furnished by the District hereunder, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the work of **Fencing Project at McManus Elementary School, Chico, Butte County, California.** (per Attachment A)
3. It is understood and agreed that said tools, equipment, apparatus, facilities, transportation, labor, and material shall be furnished and said work performed and completed as required in said Contract Documents under the direction, and subject to the approval of, the Owner. The Owner shall have the right to accept or reject materials or workmanship, and to determine when the Contractor has complied with the conditions of the Contract.
4. The District agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of

Eighty-Seven Thousand, Two Hundred Ninety-Three Dollars

(\$87,293.00)

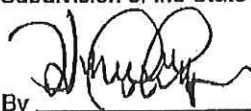
6. Copies of the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations in accordance with Labor Code Section 1773 are available as stated in the Notice to Contractors.
7. The Contractor agrees to comply with Labor Code Section 1775 (Payment of Prevailing Wage Rates) and Labor Code Section 1776 (Keeping Accurate Payroll Records) and Labor Code Section 1777.5, placing the responsibility for compliance with the statutory requirements for all apprenticeable occupations on the prime contractor. The Contractor shall comply with the requirements imposed by California Labor Code Sections 1720 through 1815 regarding public works projects and prevailing wage law. In particular, Labor Code sections 1725.5 (contractor registration requirements and criteria), 1771.1 (requirement to register with the Department of Industrial Relations as a condition to bid work on any public works), and 1771.4 (project compliance monitoring).

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Section 00 52 01

IN WITNESS WHEREOF, the said Board of Trustees has caused this Agreement to be subscribed by its duly authorized officer in its behalf, and the said Party of the Second Part has signed this Agreement the day and year first above written.

Chico Unified School District
of Butte County, a Political
Subdivision of the State of California

By 

Authorized Official

Crusader Fence Co., Inc.
Contractor

By _____

ASSISTANT-SUPERINTENDENT

* End Document 00 52 01*

Corporate Office:
3115 Gold Valley Dr.
Rancho Cordova, Ca. 95742
Bay Area Office:
1600 Benicia Rd.
Vallejo, Ca. 94591



(916) 631-9191
(916) 852-9191
Toll Free (888) 818-9191
Fax (916) 631-8989
CrusaderFenceCo.com

"Attachment A"

Crusader Fence Co., Inc.

CA Contractors License # 726527

CA Public Works Contractor #100000020 * CA Small Business Certification #0019368
Gold Shovel Standard Certified * ISNetworld # 400-240122

March 6, 2017

To: Chico USD - Maria Campos
Re: McManus Elementary School
988 East Ave, Chico, CA 95926

Description:

Furnish and install approx. 255 LF of 6 ft. Ameristar Fence Montage Plus Majestic Style 3 Rail including (2) each walk gates. Posts sleeved over existing chain link posts and/or concrete post footings. Includes removal and discard of existing chain link material.

Furnish and install approx. 286 LF of 6 ft. high green slatted chain link fabric from existing fence. Includes removal and discard of existing chain link material.

Install approx. 316 LF of extending 4 ft. high to 6 ft. high chain link fence (all galvanized).
Includes install approx. 30 LF of new 6 ft. high chain link fence. Includes (1) each 12 ft. double gate, (1) each 20 ft. double gate and (1) each walk gate.

Furnish and install (3) each walk gates in existing chain link fence (along North Avenue).

All walk gates to include lever, panic, screening, Locinox self-closing hinges.
All double gates to include standard pad lockable hardware.

Price - \$ 87,293.00

Specifications: match existing specifications,
Specific Project Inclusions: based on site review and discussion, core drill as necessary,

Specific Project Exclusions:

*pricing includes union scale/prevaling wage rates

*per schedule and availability

STANDARD TERMS AND CONDITIONS:

- NO BOND EXPENSE, OUR BOND RATE IS .72% UP TO \$ 500 K AND .48% AFTER \$ 500 K
- \$ 2M G/L INSURANCE & \$ 1 M GENERAL AGGREGATE INSURANCE / OCCURRENCE INCLUDED
- ALL STANDARD TERMS AND CONDITIONS OF THIS BID FORM ARE TO BE INCLUDED IN SUBSEQUENT CONTRACT.

JOB IS FIGURED FOR 1 MOVE-INS WITH MOBILE DIGGING EQUIPMENT - ADDITIONAL MOBILIZATIONS AT \$1,756.00/EA.
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NO GATE TRACK PAD, REBAR OR REBAR CAGES, FOOTING FINISH, PROTECTIVE BOLLARDS.

NO SITE ELECTRICAL, POWER PULLS, SITE SECURITY SYSTEM INTEGRATION OR DATA SYSTEM INTEGRATION.

ALL POSTS IN CONCRETE WALLS, SLABS, ETC. TO BE SET PRIOR TO POURS, OR BLOCKED OUT BY GENERAL CONTRACTOR, OWNER, END USER OR REPRESENTATIVE.

ALL POST HOLES TO BE DUG W/MOBILE POWER DRILLING EQUIPMENT WITH UNENCUMBERED ALL-SEASON TRUCK ACCESS TO FENCE LINE.

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HAND-DIGGING AND POT-HOLEING AS DIRECTED ARE TREATED AS ADDITIONAL UNDER FIELD CHANGE ORDER AND DIRECTION BY GENERAL CONTRACTOR, OWNER, END USER OR REPRESENTATIVE PRIOR TO CRUSADER'S MOBILIZATION TO BEGIN DIGGING. BEST EFFORTS MADE ON DRILLING IN NON-RIPPABLE OR NON-DRILLABLE HARD ROCK AREAS.
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CRUSADER FENCE CO., INC. IS SIGNATORY TO THE LABORERS UNION'S MASTER AGREEMENT.
NOT RESPONSIBLE FOR DELAY COSTS DUE TO INSUFFICIENT TIME ALLOCATED TO COMPLETE OUR SCOPE.
LETTER OF INTENT WITHIN 60 DAYS TO HONOR BID SUBMISSION PROPOSAL.
ALLOWING CRUSADER FENCE CO., INC. TO BEGIN WORK ON THIS PROJECT WILL BE CONSIDERED ACCEPTANCE OF THIS BID SUBMISSION PROPOSAL.
THIS BID DOCUMENT AND ALL OF ITS TERMS AND CONDITIONS SHALL BE INCORPORATED INTO ANY CONTRACT OR SUBCONTRACT BETWEEN SUBCONTRACTOR OR CONTRACTOR IN RELATION TO THE PROJECT ON WHICH THIS BID OR PROPOSAL IS ISSUED. THE TERMS OF THIS BID DOCUMENT SHALL CONTROL AND TAKE PRECEDENCE OVER ANY TERMS IN ANY OTHER WRITING, CONTRACT OR SUBCONTRACT ENTERED BETWEEN CRUSADER FENCE CO., INC. AND CONTRACTOR OR OWNER FOR THIS PROJECT WHICH CONFLICT WITH OR ARE DIFFERENT THAN THE TERMS HEREIN. THIS IS A MATERIAL TERM. ACCEPTANCE OF THIS BID OR PROPOSAL EXPRESSLY INCLUDES ACCEPTANCE OF THIS TERM. IF YOU ACCEPT THIS BID OR PROPOSAL YOU ACCEPT THIS TERM.
OUR BID PROPOSAL FACTORS IN A DISCOUNTED COST WHICH ALLOWS FOR A MAXIMUM OF 5% RETENTION. THIS RETENTION IS DUE AND PAYABLE NO LATER THAN 60 DAYS AFTER ACCEPTANCE OF OUR COMPLETED WORK. THIS STIPULATION MUST BECOME PART OF ANY FUTURE CONTRACT THAT YOU SIGN WITH OUR COMPANY.
THE WAIVER OF THE TERMS AND CONDITIONS OF THIS QUOTE IS TO BE AT CRUSADER FENCE COMPANY, INC.'S DISCRETION AND/OR EXCLUDED ABOVE.

Michael Murphy

Michael Murphy
Crusader Fence Co., Inc.
Industrial Estimator - (916) 257-0352 cell - (916) 631-9191 office - (916) 631-8989 fax - mike@crusaderfence.com



Tim Taylor

Superintendent
ttaylor@bcoe.org

Tad Alexander

Assistant
Superintendent
talexander@bcoe.org
(530) 532-5720

Board of Education

Amy Christianson
Howard M. Ferguson
Ryne Johnson
Jeannine MacKay
Brenda J. McLaughlin
Roger Steel
Mike Walsh

Administrative Services

1859 Bird Street
Oroville, CA 95965
(530) 532-5761
Fax (530) 532-5762
<http://www.bcoe.org>

An Equal Opportunity
Employer

3/23/2017

John Vincent
Chico Unified School District
1163 East Seventh St.
Chico, CA 95928

Memorandum of Understanding (MOU) between Butte County Office of Education and Chico Unified School District for network rack space hosting.

Effective March 1st 2017 through March 1st 2018, this agreement will automatically renew annually through March 2021 without written notice of termination.

Butte County Office of Education agrees to pay \$15k annually to Chico Unified School District for hosting BCOE's WAN rack space (due March 25th of each year). The WAN rack space is used to host BCOE or vendor-owned networking equipment which connects surrounding School's & BCOE Programs.

Chico Unified will provide BCOE with ½ of a full vertical rack space. The rack space will require infrequent vendor access to run network cabling in-between the MPOE and the Chico USD Datacenter.

BCOE's networking equipment will utilize the existing power outlets in the rack space.

Sincerely,

Butte County Office of Education
Steve Monahan, IT Director

Signature

Butte County Office of Education
Tad Alexander, Assistant Superintendent

Signature

Chico Unified School District
John Vincent, Director of Technology

Signature

"WHERE CHILDREN COME FIRST"

AGENDA ITEM: Declaration of Surplus Personal Property and Authorization to Sell

Prepared by: Julia Kistle - Director, Facilities and Construction

☒ Consent Board Date April 5, 2017

☐ Information Only

☐ Discussion/Action

Background Information

In order to accommodate an increase in attendance at Shasta Elementary School, on June 24, 2016, the District acquired real property located at 193 Leora Court adjacent to the Shasta Elementary School Site, that included a residential structure. The residential structure is not needed for school purposes nor suitable for school use. In order to facilitate the anticipated construction of additional classroom space, the structure needs to be demolished and/or removed. District staff believes there is some value that could be obtained by selling the residence versus simply demolishing the structure. The District will require that bidders remove the structure from the Leora Court Property at their sole responsibility and risk and shall be required to provide insurance and indemnification to the District for such activities as determined appropriate by the District.

In accordance with the California Ed Code 17545 and Board Policy 3270 Chico Unified School District's personal property may be disposed of by any of the following methods:

Other Personal Property

The district may sell other surplus or obsolete district-owned personal property through any of the following methods:

1. The Superintendent or designee may advertise for bids by posting a notice in at least three public places in the district for at least two weeks, or by publishing a notice at least once a week for at least two weeks in a newspaper having a general circulation in the district and, if possible, publishing within the district. The district shall sell the property to the highest responsible bidder or shall reject all bids. (Education Code 17545, 17548)

Property for which no qualified bid has been received may be sold, without further advertising, by the Superintendent or designee. (Education Code 17546)

2. The property may be sold by means of a public auction conducted by district employees, employees of other public agencies, or by contract with a private auction firm. (Education Code 17545). The district may sell the property without advertising for bids under any of the following conditions: The Board members in attendance at a meeting have unanimously determined that the property does not exceed \$2,500 in value. (Education Code 17546)
3. Money received from the sale of surplus personal property shall be deposited in the district reserve or general fund or credited to the fund from which the original purchase was made. (Education Code 17547)

Educational Implications

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

Fiscal Implications

The sale of the residential structure may defray some of the costs of preparing the property for potential use by the Shasta Elementary school.

Recommendation

It is recommended that the Board of Education adopt Resolution No. 1379-17 for the Declaration of Surplus Personal Property and Sale of the Personal Property located at 193 Leora Court.

RESOLUTION NO. 1379-17
RESOLUTION OF THE CHICO UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION REGARDING THE SALE OF SURPLUS PERSONAL PROPERTY
LOCATED AT 193 LEORA COURT

WHEREAS, the Education Code Section 17545 allows the governing board of a school district to sell for cash any personal property belonging to the district if the personal property belonging to the District is not required for school purposes; and

WHEREAS, on or about June 26, 2016, the Chico Unified School District ("District") purchased real property located at 193 Leora Court ("Leora Court Property") for the potential expansion of the Shasta Elementary School Site ("School Site"); and

WHEREAS, the purchase and sale of the Leora Court Property included a residential structure which is not needed for school purposes nor suitable for school use ("Personal Property"); and

WHEREAS, the Personal Property must be disposed of in order to facilitate the potential construction of new classroom space and expansion of the School Site; and

WHEREAS, the public auction of the Personal Property shall be conducted in accordance with the requirements of Education Code Sections 17545 et seq.; and

WHEREAS, there shall be no sale of the Personal Property until notice has been given by posting in at least three (3) public places in the District for not less than two weeks, or by publication for at least once a week for a period of not less than two weeks in a newspaper published in the District and having a general circulation therein; and

WHEREAS, the sale of the Personal Property shall be made by means of a public auction conducted by an employee of the District; and

WHEREAS, the Personal Property shall be sold to the highest bidder, with the District reserving the right to reject all bids; and

WHEREAS, the District will require that bidders remove the structure from the Leora Court Property at their sole responsibility and risk and shall be required to provide insurance and indemnification to the District for such activities as determined appropriate by the District; and

WHEREAS, if no qualified bid is received pursuant to the public auction process set forth in this Resolution, the Personal Property may be sold at a private sale; or if the Personal Property is of insufficient value to defray the costs of arranging a sale, the Personal Property may be donated to a charitable organization deemed appropriate by the Board, or may be otherwise disposed of; and

WHEREAS, the money received from the sale of the Personal Property shall be placed to the credit of the fund from which the original expenditure was made or in the general or reserve fund of the District;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education of Chico Unified School District finds:

1. The above recitals are true and correct.
2. The Board authorizes the sale of the Personal Property by public auction to the highest bidder or else reject all bids.

3. That Julia Kistle, Director of Facilities and Construction is hereby authorized and directed to conduct such sale in accordance with this Resolution and to sign all necessary documents relating thereto.

PASSED AND ADOPTED at the meeting of the Governing Board of the Chico Unified School District of Butte County on April 5, 2017.

AYES:
NOES:
ABSENT:
ABSTAIN:

Gary Loustale, President

Kathleen Kaiser, Vice-President

Linda Hovey, Clerk

Eileen Robinson, Member

Elizabeth Griffin, Member

ATTEST:

Kelly Staley, Superintendent

AGENDA ITEM: 2017 Summer Projects Update

Prepared by: John Carver, Director, Maintenance & Operations, Transportation.
Eric German, Supervisor, Maintenance & Operations.

☐ Consent

Board Date April 5, 2017

☒ Information Only

☐ Discussion/Action

Background Information

Chico Unified School District (CUSD) is required to spend 3% of our budget on routine maintenance and account for these activities in the Routine Restricted Maintenance Account (RRMA). During the summer, when schools are not in session and when we will not interrupt the educational program, we complete much of this work. We focus on projects such as roof repair, Heating Ventilation Air Conditioning (HVAC), playground and parking lot sealing, carpet replacement, and painting. The purpose of this agenda item is to update the Board of Education on the upcoming summer projects.

Educational Implications

Educational programs are supported by ongoing maintenance of our facilities ensuring quality learning environments for our students.

Fiscal Implications

The current estimate of costs for completing summer projects is \$1,000,000 which will be funded by RRMA dollars.

AGENDA ITEM: Facilities Master Plan Phase III Project Delivery Methods

Prepared by: Julia Kistle, Director of Facilities & Construction

☐ Consent

Board Date April 5, 2017

☒ Information Only

☐ Discussion/Action

Background Information

The purpose of this item is to update the Board of Education on the planned construction delivery methods for upcoming projects.

Lease Lease-Back Contracting

Chico High School & Pleasant Valley High School Stadium Renovations ---\$7Million

Construction of entry plaza with concessions, ticket booth and restrooms; the addition of home and visitor side bleachers, scoreboard and lights and related site work.

Shasta Elementary School New Construction ---\$15Million

Construction of new Administration Building, Kindergarten Complex, three new classroom wings, parking lot expansion and related site work.

Marigold Elementary School New Construction and Modernization ---\$26Million

Construction of new two-story classroom building, renovation of three existing buildings, addition of new Administration/Multi-purpose building, kindergarten playground, parking, bus drop-off and related site work; demolition and abatement of existing classroom buildings.

Neal Dow Elementary School New Construction and Modernization ---\$14Million

Construction of a new Classroom Building and new Multi-purpose building, Renovation of existing classroom and library buildings, Modernization of existing classrooms, relocation of Administration and related site work.

Design Bid-Build Contracting or Informal Bidding

Shasta Elementary School Interim Housing Site work Project ---\$350,000

Loma Vista New Construction ---\$14Million

Construction of new building, parking and bus drop-off and related site work; the demolition and abatement of existing school buildings.

Chico High School HVAC addition to Main Gym---\$750,000

Pleasant Valley High School HVAC addition to East Gym---\$300,000

Proposition 39 HVAC Replacement Projects – Two more years---\$250,000

AGENDA ITEM: Future Elementary School Planning – District Property at
Henshaw/Guynn Avenues

Prepared by: Julia Kistle, Director of Facilities & Construction

☐ Consent

Board Date April 5, 2017

☒ Information Only

☐ Discussion/Action

Background Information

The California Department of Education granted site approval for the District to acquire the property in January of 1991. The site approval was valid for a maximum of five (5) years.

The Facilities Department will inform the Board of Education on the steps necessary to gain site approval with current State requirements.

AGENDA ITEM: 2017/2018 Demographic Analysis and Student Housing Report

Prepared by: Julia Kistle, Director Facilities & Construction

☐ Consent

Board Date April 5, 2017

☐ Information Only

☒ Discussion/Action

Background Information

The District relies upon demographic data to project its student housing needs into the future. It is important that this data be revised on a regular basis. The analysis and compilation of student population data, utilizing geographical information systems (GIS), enables the District to make well planned decisions regarding future housing, facilitates the application for available state funding for upcoming District facilities projects and provides a useful tool for analyzing possible boundary modifications. We have asked JM King & Associates to update these enrollment projections. JM King & Associates also analyzed, reviewed, and updated all new construction and modernization eligibility in order to optimize State funding for District facilities.

JM King & Associates will present the 2017/2018 Demographic Analysis and Student Housing Report for the Chico Unified School District.

Educational Implications

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

Fiscal Implications

The Demographic and Enrollment Projections Study cost \$12,150. State School Facility Consulting Services are charged hourly at \$135 per hour, not to exceed 240 hours. Both services are paid from the Developer Fee Fund (Fund 25). There is no fiscal impact to the General Fund.

Recommendation

It is recommended the Board adopt the 2017-2018 Demographic Analysis and Student Housing Report along with any additional comments or edits as suggested by the Board.

AGENDA ITEM: Approval to Purchase (4) Vans for Athletics

Prepared by: Kevin Bultema, Assistant Superintendent

☐ Consent

Board Date April 5, 2017

☐ Information Only

☒ Discussion/Action

Background Information

Chico Unified School District (CUSD) owns passenger vans for extra-curricular educational activities including athletics. Our current fleet of vans is older with substantial mileage and in need of replacement. Administration has researched options and received a quote to replace four (4) vans at a total cost of \$81,907.28. Our Maintenance, Operations and Transportation (MOT) department is requesting to allocate \$50,000 of Routine Restricted Maintenance Account (RRMA) capital equipment budget to the unrestricted general fund to be used to pay a portion of this expense. The remaining balance of would be paid from unrestricted funds maintained in the Chico High School Parking Lot account (resource code 0022).

Educational Implications

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

Fiscal Implications

The cost will be paid from the unrestricted general fund with a reduction in the RRMA contribution of \$50,000 and carryover dollars from the Chico High School Parking Lot account in the amount of \$31,907.28

Recommendation

Administration recommends the board approve the purchase of four (4) vans.

AGENDA ITEM: Approval of Carl Moyer Memorial Air Quality Standards Attainment
Funding Application for Bus Replacement

Prepared by: Kevin Bultema, Assistant Superintendent

☐ Consent

Board Date April 5, 2017

☐ Information Only

☒ Discussion/Action

Background Information

Chico Unified School District (CUSD) qualifies to apply for bus replacement funding from the 2017 Carl Moyer Program State Reserve Funds. CUSD has six (6) buses that qualify for funding with three (3) eligible for full funding for new buses.

These six buses will be required to be non-operational as of January 1, 2019 due to their non-compliance with current air-quality standards. This application would provide funding the replace these buses and save the district substantial capital investment expense to keep our current number of buses in service.

Educational Implications

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

Fiscal Implications

If CUSD receives funding, it will save the district \$634,560.81 in capital expense to replace buses.

Recommendation

Administration recommends the board approve the CUSD application for funding from the Carl Moyer Program 2016-17 State Reserve Project.

CARL MOYER PROGRAM
FY 2016-2017 STATE RESERVE PROJECT APPLICATION
Application must be received by April 17, 2017

1. DISTRICT INFORMATION

District Name: Butte County Air Quality Management District
Street Address: 629 Entler Avenue Suite 15
City/Zip: Chico, CA 95928
Contact Person: Jason Mandly
Phone: 530-332-9400 x108
Email: jmandly@bcaqmd.org

2. PROJECT INFORMATION

Please provide the following information for each eligible school bus. Additional sheets may be added if needed.

	Bus #1	Bus #2	Bus #3	Bus #4
Fleet TRUCRS ID	125079	125079	125079	125079
Vehicle identification number (VIN)	15GAD0912H1030295	1C9YJ1CAXLC102252	15GAD0916J1030371	1C9YJ1CA6LC102250
Gross vehicle weight rating (GVWR)	34900	37400	34900	37400
School district	Chico USD	Chico USD	Chico USD	Chico USD
Annual mileage	1993.5	3142	3841.5	13559.5
State reserve amount requested	\$32,075.44	\$50,554.82	\$61,809.78	\$163,373.59
Amount of additional funding	N/A	N/A	N/A	N/A
Source of additional funding	N/A	N/A	N/A	N/A

	Bus #5	Bus #6
Fleet TRUCRS ID	125079	125079
Vehicle identification number (VIN)	1C9YJ1CA8LC102251	15GAD0918J1030372
Gross vehicle weight rating (GVWR)	37400	34900
School district	Chico USD	Chico USD
Annual mileage	10373	20094.5
State reserve amount requested	\$163,373.59	\$163,373.59
Amount of additional funding	N/A	N/A
Source of additional funding	N/A	N/A

3. SECONDARY ALLOCATION OF STATE RESERVE FUNDING

- ☐ Please check the box to apply for any remaining state reserve funding to administer a similar school bus replacement program. The total amount of funding (up to \$6.55 million) will vary depending on the number of administrators selected.

Please state the maximum amount of state reserve funding requested. \$ _____

4. BOARD RESOLUTION

Check one box.

- ☐ This application has been duly approved and authorized by the governing board of the applicant, as specified in the attached resolution.
- ☐ This application is scheduled to go before the district board on _____

(Date)

5. DISTRICT

As an air district participating in the Moyer Program, I agree to follow the Moyer Program Guideline requirements, which includes obtaining board approval to run the Moyer Program. Air District Board approval is not necessary for each individual project.

To the best of my knowledge and belief, the information in this application is true and correct.

APCO Signature

Printed Name

Date



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

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

SCHOOL DISTRICT'S INTENT TO APPLY FOR FUNDING

March 22, 2017

Butte County Air Quality Management District
Attention Jason Mandly, Associate Air Quality Planner
629 Entler Avenue, Suite 15
Chico, CA 95928

Dear Butte County Air Quality Management District,

The Chico Unified School District intends to apply for the 2017 Carl Moyer Program State Reserve funding to replace the school buses listed below, contingent on the specified funding being available.

	Bus #1	Bus #2	Bus #3	Bus #4
Fleet TRUCRS ID	125079	125079	125079	125079
Vehicle identification number (VIN)	15GAD0912H1030295	1C9YJ1CAXLC102252	15GAD0916J1030371	1C9YJ1CA6LC102250
Grant amount to be awarded	\$32,075.44	\$50,554.82	\$61,809.78	\$163,373.59

	Bus #5	Bus #6
Fleet TRUCRS ID	125079	125079
Vehicle identification number (VIN)	1C9YJ1CA8LC102251	15GAD0918J1030372
Grant amount to be awarded	\$163,373.59	\$163,373.59

If you have any questions, please contact John Carver at 530-891-3218 or jcarver@chicousd.org.

Sincerely,

Kevin J. Bultema
Assistant Superintendent, Business Services

**RESOLUTION 2017-04
BEFORE THE BOARD OF DIRECTORS OF
BUTTE COUNTY AIR QUALITY MANAGEMENT DISTRICT
STATE OF CALIFORNIA
APPROVAL OF CARL MOYER APPLICATION YEAR 19 FOR FY 2016-2017 WITH AMENDMENTS TO THE
CARL MOYER PROGRAM POLICIES AND PROCEDURES MANUAL**

Resolution 2017-04.....)
Approval of Carl Moyer Year 19 Application and.....)
Amendments to the Carl Moyer Program Policies and Procedures Manual for FY 2016-2017.....)

WHEREAS, California Health and Safety Code Sections 44275-44299.2 authorize the California Air Resources Board to allocate Carl Moyer Program funds to local air quality districts to provide financial incentives to both the public and private sectors to implement eligible projects to reduce emissions from on-road, marine, locomotive, agricultural, and off-road engines;

AND WHEREAS, the District has participated in the Carl Moyer Program since 2000, providing additional grant opportunities to businesses in Butte County to voluntarily reduce diesel exhaust emissions;

AND WHEREAS, the District staff has submitted an application to California Air Resources Board for the total allocation of \$200,000 in State Carl Moyer Memorial Air Quality Standards Attainment Program Funding for Year 19;

AND WHEREAS, District staff will conduct a Request for Proposals for Carl Moyer projects for Year 19 which will begin April 10, 2017 and end May 15, 2017;

AND WHEREAS, the District will implement the Carl Moyer Heavy-Duty Low Emission Vehicle Incentive Program in accordance to Health and Safety Code Sections 44286, 44275, 44280-44288, 44290, and 44295-44297, the applicable Carl Moyer Program Guidelines, and the District's Carl Moyer Program Policies and Procedures;

AND WHEREAS, the Butte County Air Quality Management District Board approved the Year 18 Carl Moyer Program Policies and Procedures Manual on March 24, 2016;

THEREFORE, BE IT RESOLVED, that the Butte County Air Quality Management District Board hereby approves the Carl Moyer Application Year 19 for Fiscal Year 2016-2017 and the 2017 State Reserve Solicitation Application;

BE IT FURTHER RESOLVED, that the Board authorizes the acceptance of any supplemental Carl Moyer funds that may become available from other Districts, or awarded under the Rural District Assistance Program, the TIMBER Program, the Carl Moyer State Reserve, as well as any other Carl Moyer funds;

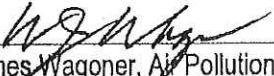
BE IT FURTHER RESOLVED, that the Board authorizes amendment of the District's approved budget to reflect the acceptance of additional grant funds if necessary;

BE IT FURTHER RESOLVED, that the Butte County Air Quality Management District Board hereby approves the proposed amendments to the Carl Moyer Program Policies and Procedures Manual attached herein, authorizes the Air Pollution Control Officer to sign, and directs the Air Pollution Control Officer to use the sample agreement and applications which will increase the effectiveness and enforceability of District projects while streamlining the process for all applications, including engine repowers and retrofits and low emission mobile source projects;

BE IT FURTHER RESOLVED, that the Butte County Air Quality Management District Board hereby authorizes the Air Pollution Control Officer, subject to review by District Counsel, to make such minor modifications in the sample agreement, applications and program information as may be necessary from time to time to ensure the smooth and efficient operation of the Carl Moyer Heavy-Duty Low Emission Vehicle Incentive Program and to comply with State requirements.

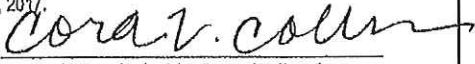
On Motion of Supervisor Connelly, Seconded by Councilmember Wilkinson, the foregoing resolution is hereby PASSED AND ADOPTED by the Air Quality Management District Board of Directors on this 23rd day of March, 2017 by the following:

AYES: Supervisor Connelly (motion), Supervisor Wahl, Supervisor Kirk, Supervisor Lambert,
Supervisor Teeter, Councilmember Wilkinson (seconded), Councilmember Del Rosario, Mayor Lotter.
NOES: None
ABSTAIN: None
ABSENT: Councilmember Coolidge, Councilmember Borges, Mayor Thompson, Vice Mayor Jones.



W. James Wagoner, Air Pollution Control Officer
Butte County Air Quality Management District

I hereby attest that this is a true and correct copy of the action taken by the Butte County Air Quality Management District Board of Directors on March 23, 2017.

ATTEST: 
Cora Collins, Clerk of the Governing Board

AGENDA ITEM: District Office Facility Improvements &
Information Technology move to Marsh Junior High School

Prepared by: Kevin Bultema, Assistant Superintendent

☐ Consent

Board Date April 5, 2017

☐ Information Only

☒ Discussion/Action

Background Information

The District Office is in need of some facility maintenance and improvements. There is need to add additional parking as many times during the work week employees and visitors are required to park on the street. The interior of the building needs painting and flooring replaced. There is also a need for more meeting space and administration recommends converting the break room in the main building into a conference room. There is currently a break room located in the large conference room.

There is also need to move the district Information Technology (IT) staff from Chico Jr. High School as future enrollment projections along with educational program needs require the facility space currently housing the district IT staff. Administration recommends moving IT to the former Marsh Jr. High School multi-purpose room. This requires renovation of the space creating offices, adding electrical, and modernization the building. This would take approximately half the square footage of former multi-purpose building.

The work would be completed in the summer.

Educational Implications

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

Fiscal Implications

CUSD received a one-time distribution from the Special Education Local Plan Area (SELPA) of unrestricted money in the amount of \$363,011. These dollars would be used for the improvements in the amounts as follows:

35 additional parking spaces paved, surface drainage, parking bumpers, striping	\$ 90,897
Renovate break room to conference room including furniture and equipment	\$ 20,000
Paint interior of District Office and install new flooring	\$104,000
Renovation of former Marsh multi-purpose building for district IT staff	<u>\$100,000</u>
Total Estimated Cost	\$314,897

Recommendation

Administration recommends the board approve the facility improvement projects at the District Office and at the former Marsh Jr. High School multi-purpose building to be paid from the SELPA one-time unrestricted funds distribution.

AGENDA ITEM: Educational Access for All Students

Prepared by: Kelly Staley

☐ Consent

Board Date 4/5/17

☒ Information Only

☐ Discussion/Action

Background Information

CUSD schools are open to all students. Staff will share our enrollment process as well as laws and state guidelines as they pertain to student enrollment

Educational Implications

CUSD believes all students should have access to high quality educational programs

AGENDA ITEM: Approval of Tentative Agreement with CSEA (2016-17)

Prepared by: Jim Hanlon, Assistant Superintendent – Human Resources

☐ Consent

Board Date April 5, 2017

☐ Information Only

☒ Discussion/Action

Background Information The CUSD and CSEA bargaining teams have been meeting since October 2016. On March 10, 2017 we reached agreement in all areas. Attached are the 2016-17 Tentative Agreement (TA) and a Memorandum of Understanding (MOU) relating to the merger of four job classifications (IPS Classroom, IPS Healthcare, IA Special Ed and IA) into one job classification (Instructional Paraprofessional). The TA settles all issues under Article 2 (Wages), Article 7 (Health and Welfare Benefits), Article 5 (Leaves) and Article 8 (Safety Conditions of Employment). CSEA membership ratified the Tentative Agreement on March 28, 2017.

Educational Implications Having a current and timely agreement with all bargaining groups is a top priority for the Human Resources department. Timely agreements mean good relations with our employees. Good relations make CUSD a positive and attractive place to work which translates into high morale and happy staffs. This positive working environment carries over into our schools and classrooms which directly impact our students and parents who we serve daily.

Fiscal Implications The utilization of *one-time* dollars for the 2016-17 school year to help address the increased costs of Health and Welfare Benefits will cost the district \$659,000. The *ongoing* costs of a total 1% increase for Wages and Health & Welfare Benefits package totals \$217,000 annually.

Note: See attached copies of the signed **Tentative Agreement** and **Memorandum of Understanding**.

TENTATIVE AGREEMENT

between the

Chico Unified School District

and the

Chico School Employees Association
(2016-17)

The Chico Unified School District ("District") and the California School Employees Association, Chapter 110 (Association" or "CSEA 110") are parties to a collective bargaining agreement that will expire on November 15, 2018.

The Parties agree to the following modifications (**highlighted** and ~~strikethroughs~~) of the collective bargaining agreement. **Highlights** signify additions/changes to the contract. **Highlights** signify agreements not included in contract language. ~~Strikethroughs~~ signify deletions to the contract.

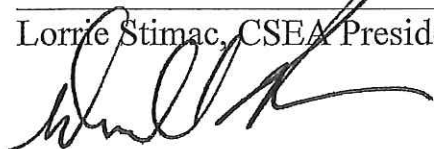
This Tentative Agreement shall fully resolve all bargaining for the 2016-17 school year (except **Trigger Language**).



Lorrie Stimac, CSEA President

3/23/17

Date



3/23/17



Jim Hanlon, Assistant Superintendent
Chico Unified School District

3/23/17

Date

ARTICLE 2 WAGES

Note: Any section or sub-section for all articles not noted for change (strikethrough or highlighted) below shall remain status quo.

2.1 Base Pay

The salary schedule for unit members as defined in Article 1.3 of the Agreement shall be in accordance with the Schedule A-3, CUSD, Chapter 110, CSEA, Salary Schedule.

Utilizing the Department of Finance's LCFF gap funding percentage projections for 2015/16 and 2016/17, the following salary schedule improvements shall be made:

- ~~1. Effective July 1, 2014, improve the classified salary schedule by 3%.~~
- ~~2. Effective January 1, 2016, improve the classified salary schedule by 6%.~~
1. Effective July 1, 2016, improve the classified salary schedule by 1%.
2. As part of one-time dollar allocations **(\$659,000 for the CSEA unit)**, the district shall pay a lump sum payment of \$1,572 for each 1.0 FTE employee that is in a paid status on the date of the Tentative Agreement ratification. Part-time employees shall receive a pro-rata payment.

Trigger Language:

Since the LCFF calculator in the 2016-17 original budget or 2016-17 2nd Interim budget is greater than \$95,976,415 the parties agree to reopen Article 2 for the 2016-17 school year.

2.21 Stipends

Any employee in the following job classifications that perform personal procedures (as per IA/IPS Consolidation MOU) for students shall be paid a 2.5% stipend (i.e. current salary plus 2.5% total). Stipends will be paid by pay period and reviewed periodically by the Director of Student Services or his/her designee.

- IPS Classroom
- IA – Special Ed
- IPS Healthcare
- IA

INITIALS:

CSEA 

DISTRICT 

(Please refer to IA/IPS Consolidation MOU dated March 2017.)

The Director of Student Services or designee will determine which staff is fulfilling this responsibility and will therefore receive the stipend.

Personnel listed as back-up in cases of emergency will receive a stipend equal to 2.5% of their salary for the period of time they are responsible for performing the procedure.

ARTICLE 7 HEALTH AND WELFARE BENEFITS

7.1 For the 2014/15 2016-17 school year the maximum District contribution for a full time regular employee shall be \$964 \$1,032 per month for medical insurance premiums noted below. ~~Effective January 1, 2016 the maximum District contribution will increase to \$1,022 per month. Part-time employees shall receive a pro-rata contribution as is the current practice. Part-time employees shall receive a pro-rata contribution as is the current practice.~~

Commencing with the 2016/17 negotiations and continuing thereafter, the District's required contribution for medical insurance premiums for active employees will be adjusted by the same percentage that is applied to the salary schedule for that year. The District's required contribution for medical premiums shall be included with salary costs when computing the cost of applying an adjustment to the salary schedule and to the District's required contribution for medical insurance premiums for active employees.

ARTICLE 5 LEAVES

5.5.2 Personal necessity leave may be taken in ~~one (1)~~ ¼ hour increments subject to the provisions of section 5.2.2 and its subsections.

5.2.2 Illness or injury leave may, at the employee's discretion, be taken in ~~one~~ ¼ hour increments subject to the following provisions.

INITIALS:

CSEA 

DISTRICT 

5.2.2.7 Use of a ¼ hour increments must be used at the start or end of the work day or at the start or end of the lunch break. Any other use of ¼ hour increments of Sick Leave time must have the approval of the supervisor.

ARTICLE 8 SAFETY CONDITIONS OF EMPLOYMENT

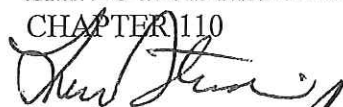
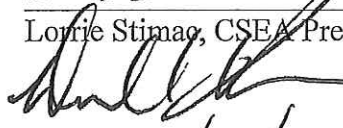
8.5 All employees shall be notified of the use of video cameras located on District property or school buses. Drivers will receive required training on all video cameras located on school buses. The District agrees that any video produced by these cameras may only be reviewed by District management employees and, when necessary, any employee on the video being reviewed.

ARTICLE 15 TRANSPORTATION

~~15.7 All drivers shall be notified of the use of and receive required training on all video cameras located in District school buses. The District agrees that any video produced by these cameras may only be reviewed by District management employees and, when necessary, any employee on the video being reviewed.~~

This tentative agreement fully resolves all negotiation issues sunshined and/or mutually agreed to open between the parties for the 2015-2016 school years.

FOR THE CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION,
CHAPTER 110


Lorrie Stimac, CSEA President
 3/23/17
Date: 3/23/17

FOR THE CHICO UNIFIED
SCHOOL DISTRICT


Jim Hanlon, Assistant Superintendent
Chico Unified School District

Date: 3/23/17

MEMORANDUM OF UNDERSTANDING
Between
Chico Unified School District
and the
California School Employees Association, Chapter #110

The intent of this MOU is to combine the classifications of Instructional Assistant-Special Education, Instructional Paraprofessional Specialized-Classroom/Instructional Paraprofessional Specialized-Healthcare, and Instructional Assistant into the new classification of Instructional Paraprofessional. It is believed by the parties that consolidation of the classifications results in greater opportunities for employees and creates greater efficiencies for school operations. It is agreed that through integration of special education students into classrooms that the makeup of students in classrooms are changing and that one classification of Instructional Paraprofessionals best meets the needs of the students of the school district. It is also agreed that combination of these classifications provides more options for incumbents in terms of transfers and changing their hours, provides fair pay for specialized duties when appropriate, and protects our most senior incumbents.

1. Consolidation of Classifications:

- Instructional Paraprofessional Specialized-Classroom (IPS-Classroom)
- Instructional Paraprofessional Specialized-Healthcare (IPS-Healthcare)
- Instructional Assistant-Special Ed (IA-Special Ed)
- Instructional Assistant (IA, Grandfather)

2. Seniority:

At the time of consolidation, employees holding a position in more than one of the above classifications will retain their most senior date.

For example: If an employee holds an IA-Special Education position with a seniority date of 1/1/2006 and an IPS-Healthcare position with a seniority date of 3/1/2009, the employee will retain the 1/1/2006 seniority date.

At the time of consolidation, employees holding a position in the same classification with the same seniority date will retain their current seniority order on the seniority list. For example:

IA-Special Ed	8/1/2015	1	Doe	Jane
IA-Special Ed	8/1/2015	2	Smith	John

Based on the example above, Jane Doe would retain her placement over John Smith on the seniority list at 8/1/2015.



At the time of consolidation, employees with the same seniority date but in different classifications will have the tie in seniority broken by a lottery, CBA 13.11.1.

For example:

IA-Special Ed	8/1/2015	1	Doe	Jane
IA-Special Ed	8/1/2015	2	Smith	John
IPS-Healthcare	8/1/2015	35	Jones	Tom
IPS-Classroom	8/1/2015	27	Doe	Jack

3. Internal Notices: Job Site Transfer/Seniority, Re-employment, and Lateral Transfer notices will include in the notice:
 - Hours Per Day
 - Days per Week
 - Work Year Calendar
 - Start/End of Shift Times
 - Classroom Teacher
 - Position Type (1:1, ED, SDC, Autism, etc.)
4. Stipends: A stipend of 2.5% of the employees' current hourly wage will be paid to employees administering one or all approved procedures that require training. Examples of procedures requiring training are:
 - All types of tube feeding
 - Measuring and administering of certain approved medicines
 - Suctioning
 - Nebulizer treatments
 - Toileting
 - Lifting
5. Stipends will commence on the first day of an assignment requiring the Paraprofessional to provide an approved, trained-upon procedure and will continue, whether or not the employee actually performs any of the procedures, until the end of the pay period when it is determined by the program administrator or designee that services are no longer needed. Employees will be notified of the procedure/stipend cancellation.

For an employee who transfers from a position requiring the employee to administer an approved, trained-upon procedure to a position that does not require the employee to administer an approved, trained-upon procedure, the stipend will end on the last work day in the position that required the administration of the approved, trained-upon procedure.



6. Paraprofessionals may be assigned to perform any of the procedures on a temporary/substitute basis. Temporary assignments occur during the absence of the regularly assigned Paraprofessional or while recruiting to fill a vacant position. If assigned on a temporary basis, the Paraprofessional will receive the stipend for each day so assigned, whether or not the employee performs the above duties during the day(s) assigned. Payment of a stipend for a temporary assignment will be noted on the employee's Substitute/Extra Assignment sheet or other appropriate document.
7. It is the responsibility of the program administrator or designee to periodically review all assignments receiving a stipend to determine continuation of an approved procedure. If the administrator/designee determines that the services are no longer needed, he/she will notify the Paraprofessional advising that the stipend will cease at the end of the pay period.

It shall be the responsibility of the administrator/designee to notify the Payroll department to stop payment of the stipend at the end of the pay period. Failure to notify the Payroll department will entitle the Paraprofessional to continue receiving the stipend until the end of the pay period during which the Payroll department is notified.

8. Stipends for employees assigned to a position requiring the administration of any of the approved procedures applies to all days in a paid status, including sick leave, personal necessity, vacation, holidays, etc.

Stipends for employees assigned to a temporary/substitute position requiring the administration of any of the approved procedures applies only to the work days the employee is actually assigned the duties.

9. Training: Employees will receive paid training in the area(s) listed in #3 above, or other agreed upon procedures, for work that they previously have not performed and for which they will receive a stipend either as part of their permanent assignment or as a substitute for a current employee or vacancy. Training of any of the above duties will occur prior the first day of the assignment.
10. Grandfather: Except as a result of the elimination of his/her position, all Instructional Assistants (IA) hired prior to 12/03/2013 affected at the time of the consolidation will be grandfathered to allow them to remain in classrooms serving the same types of students that they served prior to the merger. Such employees will not be required to serve a different student population except as a result of the elimination of his/her position and subject the process outlined in 10(a) below. Nothing in this section is intended to prohibit such employees from applying for a voluntary transfer into any other position in the classification (IA) that they are currently assigned.

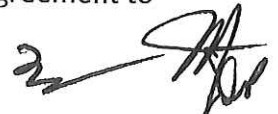


Except as a result of the elimination of his/her position, all Instructional Assistants hired after 12/04/2013 affected at the time of the consolidation will be grandfathered for one (1) year to allow them to remain in classrooms serving the same types of students that they served prior to the merger. Such employees will not be required to serve a different student population except as a result of the elimination of his/her position and subject the process outlined in 10(a) below. Nothing in this section is intended to prohibit such employees from applying for a voluntary transfer into any other position in the classification (IA) that they are currently assigned.

11. This section does not apply to Paraprofessionals hired after the date of consolidation. Every employee who is hired under the new job description that consolidates the above-mentioned classifications will be required to perform the duties under the job description and will have no right of consideration of a final decision by an administrator of their assignment.

If a current IA accepts an assignment outside of a current traditional IA assignment, the employee is no longer considered grandfathered for IA purposes.

- a. In the event that a grandfathered employee's position is eliminated, he/she shall first be allowed to bump into another less senior "Paraprofessional" position to protect both his/her work profile (IA) and assignment type (regular education v. special education). If there are no grandfathered "Paraprofessionals" with less seniority, or if there are no "Paraprofessional" positions that protect his/her work profile (e.g. Hrs/day, days/week, days/year) and assignment type, the District will seek volunteers to swap positions who have the same work profile (e.g. Hours/day, days/week, days/year) and assignment type. If there are no volunteers, the District will continue the layoff process.
 - b. For employees displaced from their grandfathered position, the District will make reasonable efforts to place the displaced employee back into a traditional IA position. The District will follow the order of offers for vacant traditional IA position.
 - c. If IA employees who would like to transfer to a vacancy in the new classification within 30 days of the signing of the TA, the employees can transfer and will retain their current seniority date in the IA classification. However, the employees' grandfathering rights will cease with the transfer.
 - d. If an IA position is eliminated or an incumbent leaves his/her assignment, such as retirement, resignation, transfer, or promotion, the Order of Offers as established in the CBA is followed and any open position remaining is permanently eliminated.
12. Recordkeeping: The District will create, prior to the implementation of this agreement, a master database that reflects the current assignment of each employee holding a regular position in the classifications affected.
 13. Review: The District and CSEA will meet 3 to 6 months after the signing of this agreement to make any agreed changes as necessary.

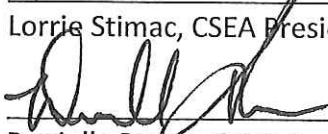


14. New Hires: If a new employee, during his/her probationary period, requests to work with a different student subgroup (ie: Autism vs. Emotional Disturbed or Severely Handicapped), the program administrator will release the employee from the current position and the employee will return to the eligible list for the remainder of time the eligible list is in effect. The employee cannot accept any position with the same student subgroup from which the employee was released. If the employee is rehired from the eligible list to a subgroup from which he/she was not released, the employee begins a new six (6) month probationary period and the employee cannot request a transfer for a period of one year to the original subgroup from which the employee requested removal and was released.


The administrator will determine whether the probationary employee was unable to effectively work with the subgroup versus the employee was not meeting the requirements of the job because of poor performance or cause issues and will decide if the employee might be a good fit in another position; thus returning the employee to the eligible list.



Lorrie Stimac, CSEA President – Chapter 110



Danielle Perme, CSEA Bargaining Member



Jim Hanlon, Assistant Superintendent
Chico Unified School District

3/23/17

Date

3/23/17

Date

3/23/17

Date

AGENDA ITEM: CUSD Board Self Evaluation

Prepared by: Board Members

☐ Consent

Board Date March 22, 2017

☐ Information Only

☒ Discussion/Action

Background Information

The Board of Education shall annually and in conjunction with the Superintendent's evaluation, conduct a self-evaluation in order to demonstrate accountability to the community and ensure that district governance effectively supports student achievement and the attainment of the district's vision and goals.

Educational Implications

How the Board conducts business, including working together to set goals, has an impact on the Educational Program of the District.

Fiscal Implications

n/a

AGENDA ITEM: Update CUSD Governance Handbook for 2017-2018 School Year

Prepared by: Board Members

☐ Consent

Board Date March 22, 2017

☐ Information Only

☒ Discussion/Action

Background Information

Each year the Board of Education reviews the CUSD Governance Handbook.

Educational Implications

As the Board sets policy for the District, how the Board conducts business and sets goals and priorities has an impact on the educational program of the District.

Fiscal Implications

n/a