

**CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION**

Regular Meeting – June 21, 2006

Closed Session 6:15 P.M.

Regular Session 7:00 P.M.

Chico City Council Chambers  
421 Main Street, Chico, CA 95928

**AGENDA**

**1. CALL TO ORDER**

**2. CLOSED SESSION**

**2.1 Update on Labor Negotiations**

Employee Organizations:

CUTA

CSEA, Chapter #110

Other Representatives:

Bob Feaster, Assistant Superintendent

Kelly Staley, Assistant Superintendent

Randy Meeker, Assistant Superintendent

Counsel: Greg Einhorn, Attorney at Law

**2.2 Conference with Legal Counsel – Existing Litigation per Government Code §54956.9(a) Sloan v. CUSD**

Representatives:

Chet Francisco, Superintendent

Bob Feaster, Assistant Superintendent

Kelly Staley, Assistant Superintendent

Randy Meeker, Assistant Superintendent

Other Representatives:

Counsel: John Kelly, Attorney at Law

**2.3 Public Employee Performance Evaluation pursuant to Government Code §54957:**

Title: Superintendent

*If Closed Session is not completed before 7:00 p.m., it will resume immediately following the regular meeting.*

**3. CONVENE TO REGULAR SESSION – 7:00 P.M.**

3.1 Call to Order

3.2 Closed Session Announcements

3.3 Flag Salute

**4. STUDENT REPORTS – No Items**

**5. SUPERINTENDENT'S REPORT**

**6. CONSENT CALENDAR**

**A. GENERAL**

1. Consider Approval of Minutes of Regular Meeting of 05/17/06 and Special Meeting of 06/07/06
2. Consider Acceptance of Items Donated to Chico Unified School District
3. Consider Approval of Certificated Human Resources Actions
4. Consider Approval of Classified Human Resources Actions

5. Consider Approval of Consultant Agreements
6. Consider Approval of Warrants
7. Consider Approval of Resolution 961-06 Order of Election
8. Consider Approval of Resolution 962-06 Costs of Candidates Statements
9. Consider Approval of Resolution 963-06 Procedure in Case of Tie Vote
10. Consider Denial of Claim #0506-0014
11. Consider Denial of Claim #0506-0015

**B. EDUCATIONAL SERVICES**

1. Consider approval of the Expulsions of the following students: 21991, 22875, 23566, 27658, 29334, 34247, 34270, 34373, 35258, 36619, 37420, 37986, 53905, 54387, 57998, 59523 and 60973.
2. Consider approval of Major Field Trip Request by PVHS Students to go to Sacramento, CA, for Yearbook Camp from 7/30/06 – 08/03/06.
3. Consider approval of Major Fund Raising Request by CHS to raise funds by holding youth and high school football camps for Feather River College Trip – Varsity Football.
4. Consider approval of Major Fund Raising Request by CHS to raise funds by Team Sponsorship for football program.
5. Consider approval of the application for Carl Perkins Vocational & Technical Grant.
6. Consider approval of the application for Community Based English Tutoring (CBET) Program Grant.
7. Consider approval of the application for Agricultural Vocational Education Incentive Grant.

**C. HUMAN RESOURCES**

1. Consider Approval of 1st Amendment to Superintendent's Contract.

**D. BUSINESS SERVICES**

1. Consider approval of the Notice of Completion for the New Photovoltaic Panels at the Little Chico Creek Elementary School.
2. Consider approval of the declaration of surplus property pursuant to Education Code § 17545 and 17546 and direct staff to dispose of said property pursuant to the methods set forth in the Declaration, as staff deems most appropriate.
3. Consider Authorization for Assistant Superintendent – Business Services, to approve the purchase of laptops and carts under the GenYes Grant.

**7. DISCUSSION/ACTION CALENDAR**

**A. EDUCATIONAL SERVICES**

1. Consider adoption of new textbook for Advanced Placement United States History. *America: A Narrative History*

**B. HUMAN RESOURCES**

1. Consider adoption of a "Declaration of Need for Fully Qualified Educators" through June 30, 2007, for Emergency Credential and/or Limited Assignment Permits based on previous year's needs.

**C. BUSINESS SERVICES**

1. Consider approval of the 2006-2007 Adopted Budget.
2. Consider acceptance of the Developer Fee Justification Study and approval of Resolution #959-06: Authorizing an Increase to Developer Fees.
3. Consider approval of Resolution #960-06: Right of Way Easement (McManus)

(The following 1<sup>st</sup> Readings of Policies & Procedures are for Information/Public Hearing Only and will be returned to the Board at a future meeting as a 2<sup>nd</sup> Reading, Action Item.

4. First Reading of New Board Policy 3111, Deferred Maintenance Funds
5. First Reading of Revised Board Policy 3250 (formerly 3710), Transportation Fees
6. First Reading of Revised Administrative Procedure 3250(a) (formerly BP3710 & AP3710.5), Transportation Qualifications and Fees
7. First Reading of New Board Policy 3511, Energy Conservation
8. First Reading of New Administrative Procedure 3511, Energy Conservation
9. First Reading of Revised Board Policy 3514.1 (formerly 3520.1), Hazardous Substances
10. First Reading of Revised Board Policy 3514.2 (formerly 3519), Integrated Pest Management
11. First Reading of New Board Policy 3517, Facilities Inspection
12. First Reading of Revised Board Policy 3518, Elementary Playground Equipment
13. First Reading of Revised Administrative Procedure 3518.2, Elementary Playground Equipment
14. First Reading of New Board Policy 3540, Transportation
15. First Reading of New Administrative Procedure 3540, Transportation
16. First Reading of Revised Administrative Procedure 3541.1 (formerly 3710.6, 3710.7, 3710.9, Field Trips and Interscholastic Athletic Trip Procedures
17. First Reading of New Board Policy 3541.2, Transportation of Students with Disabilities
18. First Reading of Revised Administrative Procedure 3542 (formerly 3710.1, 3710.2, 3710.3, 3710.4), Transportation Safety and Emergencies
19. First Reading of Revised Board Policy 3311, Uniform Public Construction Cost Accounting System
20. First Reading of Revised Board Policy 3515.6, Criminal Background Checks for Contractors.

**8. ITEMS FROM THE FLOOR**

**9. ANNOUNCEMENTS**

**10. ADJOURNMENT**

## MINUTES

**1. CALL TO ORDER**

Rick Rees called the May 17, 2006, Closed Session Meeting to order at the Chico City Council Chambers, Conference Room 2, at 421 Main Street, Chico, CA at 6:15 p.m.

Present: Rick Rees, Jann Reed, Scott Huber, Rick Anderson, Anthony Watts

Absent: None

**2. CLOSED SESSION****2.1 Update on Labor Negotiations**

Employee Organizations:

CUTA

CSEA, Chapter #110

Other Representatives:

Bob Feaster, Assistant Superintendent

Kelly Staley, Assistant Superintendent

Randy Meeker, Assistant Superintendent

Counsel: Greg Einhorn, Attorney at Law

**2.2 Conference with Legal Counsel – Existing Litigation, Government Code §54956.9(a) Sloan v. CUSD et al**

Other Representatives:

Chet Francisco, Superintendent

Bob Feaster, Assistant Superintendent

Kelly Staley, Assistant Superintendent

Randy Meeker, Assistant Superintendent

Counsel: John Kelly, Attorney at Law

**3. CONVENE TO REGULAR SESSION****3.1 Board President Rees called the Regular Session Meeting to Order in the City Council Chambers at 7:06 p.m.****3.2 Announcements on Closed Session**

Board President Rees announced that Closed Session will resume at the end of the Regular Meeting.

**3.3 Board President Rees led the salute to the Flag.****4. STUDENT REPORTS**

Amir Fayek, ASB President, gave an update of school activities at Chico High School. Tony Bolar, ASB Athletic Commissioner, reported on recent and upcoming school events at Pleasant Valley High School. Board President Rees presented Amir Fayek with a certificate of appreciation for his reporting over the past school year.

**5. SUPERINTENDENT'S REPORT**

Dr. Chet Francisco acknowledged a group of visiting Egyptian Educators, in the audience and accompanied by William Dantona, CSU, Chico, program manager.

Little Chico Creek Principal Carolyn Adkisson introduced staff Eddi Deromedi, Linda Wren, Laura Spear and Jill Bernerdo who provided information on how Little Chico Creek Elementary was chosen to receive a Title I Academic Achievement Award from California Department of Education.

Dr. Francisco congratulated the SAGE Culinary II team for winning a trip to New York to compete in the nationals.

Dr. Francisco introduced Randy Meeker, Assistant Superintendent – Business Services, who gave a quick update of the Governor's May Revise. The significant items were: increased funding through COLA, Revenue Limit Deficits, Equalization, Special Education, Lottery Funds, Deferred Maintenance and continued funding 3% of the total adopted expenditures in routine restricted maintenance account. Mr. Meeker indicated a preliminary 2006-07 budget will be presented to the Board on June 7 and the final budget on June 21, 2006.

Dr. Francisco gave an update on the Early College Program with Butte/Glenn College. Another meeting is scheduled at month-end.

**6. CONSENT CALENDAR**

Board President Rees noted corrections to the April 19, 2006, minutes as submitted by staff:



**MINUTES**

Add Karen Sprotte to Certificated Personnel Actions – Elem – 2006-07 – 0.37 FTE;  
At B.2.5 – change MJHS to BJHS; and

Numbering sequence, which does not affect content, to be corrected.

Items removed from the Consent Calendar by Board Vice President Jann Reed for further discussion under Item 7: D.1.1. Authorization to award contract to the lowest bidder on relocatables at Shasta and Hooker Oak.

A motion was made by Board Member Watts, and seconded by Board Member Anderson to approve the remaining Consent Agenda.

**A. GENERAL**

1. The Board Approved Minutes of Regular Meeting of 04/19/06, with the corrections as noted above.
2. The Board approved the Donations/Gifts to the District.

<u>Donor</u>	<u>Item</u>	<u>Recipient</u>
Safeway	4 Cases of Water	Bidwell Jr. High
Hyung Woo Lee	\$100.00	Chico High School - SOUL
Daniel J. Pargee	\$50.00	Chico High School - SOUL
Washington Mutual	\$652.93	Citrus
Washington Mutual	\$1,386.12	Citrus
Little Red Hen	\$750.00	Citrus - Ms. Tozier's Class
Cohasset Parent Club	\$160.70	Cohasset
Kevin & Joan McCormack	Rolls for Fund Raiser Dinner	Emma Wilson
Mark Reaman	Classroom Supplies	Little Chico Creek
Nancy Joiner	Drum & Stand Set	Marigold
Washington Mutual	\$2,118.40	McManus
Leola & Tom McCampbell	IMAC Computer & Printer	Neal Down - Kindergarten
Michael J. Ricci, MD	\$50.00	PVHS - Academic Decathlon
Nona Nahalea	\$200.00	PVHS - ASB Business Scholarship
Kelly & Ilene Houser	\$300.00	PVHS - ITech
Shasta PTO	Freezer	Shasta
Peggy & Robert Kirkland	Sound Track Equipment	Shasta
James & Laura Wright	Computer Equipment	Shasta
Kent Jessen	Computer Equipment	Shasta

3. The Board approved the Certificated Human Resources Actions:

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Comment</u>
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**Administrative Appointment(s) – Summer Session 2006**

Kassel, Jeaner	Principal-Loma Vista School (shared position)
Koch, Steve	Principal-Loma Vista School (shared position)

**Administrative Appointment(s)/Change in Assignment(s) 2006/07**

Caldera, Pedro	1.0 FTE Assistant Principal, Jr.High	2006/07	Appointment
Capen, Elizabeth	1.0 FTE Elementary Principal	2006/07	Appointment
Severe, Lawrence ‘Rhys’	1.0 FTE Elementary Principal	2006/07	Appointment

**Summer Session Appointment(s) 2006****Alternative  
Education**

## MINUTES

Allen, Michael      Lascano, Librado      Shockley, David

Kortie, Jill      McGuire, Matt

**Senior High**

Anderson, Galen	Helms, Tori	Mayr, Martha	Tallerico, Tony
Carras, Patrick	Jackson, Sterling	McKay, David	Thunim, Christopher
Carter, Tammara	Jackson, Pam	Olsen, Gayle	Traulsen, Andrew
Chinchay, Mark	Jones, Leslie	Reggi-Bruchler, Gina	Troxler, Rebecca
Frain, Shannon	Kemp, Rich	Rix, Kurt	Tucker, Machele
Gulbrandsen, Erinn	Krause, Michelle	Sasaki, Joshua	Webb, Daniel

Sheridan, Steven-Driver Education Grades 9-12-Appointment based on Credential Waiver

**Junior High**

Burton, Beth	Jensen, Valerie	McCaffrey, Noel	Taylor, Natalie
Carriere, Karen	Jueckstock, Jason	Paddock, Robert	VanDover, Bruch, Mary
Chatkara, Manju	Kirk, Susan	Rix, Julie	
Dawes, Carrie	Lohse, Angel	Rollins, Keith	
Flory, Jennifer	Lower, Kristin	Sawley, Julie	

**Special Education**

Carr, Christy	Gattuccio-Collins, Judy	Musso, Melissa	Slapar, Melina
Davis, Cateena	Holden, Christine	Robinson, Bert	Sterle, Christi
Fiske, Tom	Lawrence, Janet	Schroll, Allison	

**Part-Time Leave Request(s) for 2005/06**

Briggs, Kristen	Elementary	2006/07	Extend 1.0 FTE Leave to 05/04/06
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**Rescission of Leave Request(s) for 2005/06**

Hian, Nancy	0.8 FTE Secondary	2005/06 (Effective 4/18 – 6/1/06)	Rescind 0.3 FTE of Leave Request (Change to 0.2 FTE Leave)
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**Full-Time Leave Request(s) for 2006/07**

Bean, Judith	Elementary	2006/07	1.0 FTE Leave
Nichols-Davis, Correen	Secondary	2006/07	0.8 FTE Leave

**Part-Time Leave Request(s) for 2006/07**

Anderson-Nilsson, Julie	Elementary	2006/07	0.6 FTE Leave
Callahan, Meghan	Elementary	2006/07	0.2 FTE Leave
Carlisle, Kate	Elementary	2006/07	0.2 FTE Leave
Cassetta, Lourdes	Elementary	2006/07	0.2 FTE Leave
Crum, Julie	Elementary	2006/07	0.2 FTE Leave
Daley, Maureen	Elementary	2006/07	0.4 FTE Leave (Policy #4475 STRS Reduced Workload)

## MINUTES

Dane, Rita	Elementary	2006/07	0.2 FTE Leave
Ferrara, Norna	Elementary	2006/07	0.2 FTE Leave (Policy #4475 STRS Reduced Workload)
Hian, Nancy	Secondary	2006/07 (Effective 8/14- 12/21/06)	0.5 FTE Leave (Increase Leave to 1.0 FTE for 1 <sup>st</sup> Semester)
Larson, Gayle	Elementary	2006/07	0.2 FTE Leave
Lieberman, Kim	Elementary	2006/07	0.2 FTE Leave
Lindeman, Vicki	Elementary	2006/07	0.2 FTE Leave (Policy #4475 STRS Reduced Workload)
Mahon-Russo, Leslie	School Nurse	2006/07	0.2 FTE Leave
Martin, Michelle	Secondary	2006/07	0.4 FTE Leave
Nichols, Janelle	Elementary	2006/07	0.5 FTE Leave
Noble, Kelly	Elementary	2006/07	0.6 FTE Leave
Oster, Penny	Elementary	2006/07	0.2 FTE Leave
Sehorn, Beatriz	Elementary	2006/07	0.2 FTE Leave
Vickers, Lark	Elementary	2006/07	0.2 FTE Leave

Retirement(s)/Resignation(s)

Circo, Gerald	June 2, 2006	Retirement
Clinton, Tommie	June 2, 2006	Retirement
Fell-Hart, Elaine	June 1, 2006	Resignation
Piluso, Catherine	June 3, 2006	Retirement
Stone, Rod	June 30, 2006	Resignation
Warwick, Susan	June 30, 2006	Retirement

## 4. The Board approved the Classified Personnel Actions:

<u>NAME</u>	<u>CLASS/LOCATION/ASSIGNED HOURS</u>	<u>EFFECTIVE</u>	<u>COMMENTS/ FUND</u>
<u>Appointments</u>			
Alvarez, Leticia	IPS-Classroom/Loma Vista/2.0	04/24/06	New Position/ Special Education
Beam, David	IA-Special Education/CHS/5.0	04/18/06	Vacated Position/ Special Education
Bonar, Morgan	IPS-Classroom/Loma Vista/2.0	05/02/06	New Position/ Special Education
Bonar, Morgan	LT IPS-Classroom/Loma Vista/4.0	05/02-06/01/06	New LT Position/ Special Education
Crotti, Maryanne	LT IPS-Classroom/Loma Vista/2.0	04/24-06/01/06	New LT Position/ Special Education
Enyart, Allison	LT Instructional Assistant/McManus/3.0	05/15-06/01/06	Existing LT Position/ Categorical Fund
Harrison, Patricia	LT Instructional Assistant/Citrus/1.0	04/27-06/01/06	New LT Position/ Grant Fund

## MINUTES

Hogan, Frances	IA-Special Education/PVHS/5.0	04/18/06	Vacated Position/ Special Education
Jewell, Tanya	LT IPS-Classroom/Loma Vista/4.0	05/02-06/01/06	New LT Position/ Special Education
Jewell, Tanya	LT IPS-Classroom/Loma Vista/2.0	05/02-06/01/06	New LT Position/ Special Education
Kniffen, Brian	IA-Special Education/Chapman/2.0	03/21/06	Vacated Position/ Special Education
Kniffen, Brian	LT IA-Special Education/Chapman/3.0	03/21-06/30/06	New LT Position/ Special Education
Leffler, Nicholas	Computer Technician/Citrus/2.0	04/18/06	New Position/ Categorical Fund
Maroste, Summer	IA-Special Education/CJHS/5.0	04/18/06	Vacated Position/ Special Education
McGahan, Stephanie	IPS-Healthcare/Loma Vista/3.0	05/01/06	Vacated Position/ Special Education
McGahan, Stephanie	IPS-Healthcare/Sierra View/3.0	05/01/06	New Position/ Special Education
Parker, Roxanna	IA-Special Education/CHS/5.0	04/18/06	Vacated Position/ Special Education
Triplett, Vicki	LT IA-Sr Elementary Guidance/Forest Ranch/.2	04/27-05/31/06	New LT Position/ Categorical Fund
Young, Yolanda	IPS-Healthcare/Sierra View/6.0	04/18/06	Vacated Position/ Special Education
<b><u>Increase in Hours</u></b>			
Johnsen, Joanne	Cafeteria Assistant/MJHS/3.3	05/01/06	Vacated Position
Minter, Janean	Cafeteria Assistant/MJHS/2.6	05/01/06	Vacated Position
Schultz, Nathaniel	LT Computer Tech/Parkview/3.0	04/26-06/01/06	Existing LT Position/ Categorical Fund
<b><u>Promotion</u></b>			
Fisher, Christine	IA-Special Education/CHS/5.0	04/18/06	Vacated Position/ Special Education
<b><u>RESIGNATIONS</u></b>			
<b><u>Resigned Only Position Listed</u></b>			
Fisher, Christine	Campus Supervisor/CHS/3.5 & 1.5 & 2.0	04/17/06	Promotion
Johnsen, Joanne	Cafeteria Assistant/FVHS/2.5	04/30/06	Increase in Hours
Minter, Janean	Cafeteria Assistant/MJHS/2.0	04/30/06	Increase in Hours
<b><u>Resignation/Termination</u></b>			
Henscheid, Briana	IA-Bilingual/PVHS/4.0	04/18/06	Voluntary Resignation
John, Christen	Parent Clerical Aide-Restr/Hooker Oak/2.2	06/01/06	Voluntary Resignation
Munier, Jennifer	IPS-Healthcare/Chapman/3.0	06/09/06	Voluntary Resignation

## 5. The Board approved the Consultant Agreements:

<u>Consultant</u>	<u>Amount</u>	<u>Fund</u>	<u>Project</u>	<u>Site</u>
Tolar AVL (DJ)	\$2,200	ASB	Jr./Sr. Prom	PVHS Emma Wilson, Marigold, Shasta, Neal Dow, Little Chico Creek
Generation Yes Corp.	\$20,515	EETT Grant	Teacher Training/Support	
Center for Evaluation & Research	\$8,800	Teaching American History Grant	Develop Evaluation Plan	Little Chico Creek and selected schools
GSSRA	\$1,707	ASB – Athletics	Provide Referees to Girls'	CHS

## MINUTES

GSSRA	\$1,640	ASB – Athletics	Soccer Games Provide Referees to Girls' Soccer Games	PVHS
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## 6. The Board approved the Warrants for the period April 13, 2006 - May 10, 2006

FUND #:	FUND DESCRIPTION:	WARRANT #'S:	AMOUNT
01	General Fund	335660-335885	\$746,080.81
01	General Fund	335913-336244	\$381,516.66
13	Nutrition Services	335523-335539	\$66,451.78
13	Nutrition Services	335886	\$54.70
13	Nutrition Services	335900-335911	\$43,645.79
13	Nutrition Services	336245-336246	\$232.99
14	Deferred Maintenance	336247-336248	\$2,408.66
24	BLDG FD - Measure A (P & I)	335887-335888	\$4,304.36
24	BLDG FD - Measure A (P & I)	336249-336250	\$5,804.39
25	Capital Facilities FD - State CAP	336251-336260	\$4,462.01
29	BLDG FD - 1988 Ser. C - INT	335889-335893	\$42,234.30
29	BLDG FD - 1988 Ser. C - INT	336261-336267	\$5,629.04
35	County School Facility Fund	335894-335897	\$96,633.91
35	County School Facility Fund	336268-336270	\$16,318.75
40	Special Reserve - Parking Lot	335898	\$32,916.00

## TOTAL WARRANTS APPROVED:

\$1,448,694.15

## 7. The Board denied Claim #12-0506 against the District.

## B. EDUCATIONAL SERVICES

## 1. The Board approved the Expulsions of the following students: 24202, 24692, 30112, 34348, 35820, 40975, 56036, 56808, 58602, 61202, 61699, and 61846.

2. The Board approved the following Major Field Trip Requests:2.1 McManus 5<sup>th</sup> grade to visit Collins Lake on 05/25/06 to 05/26/06.2.2 Hooker Oak 3<sup>rd</sup>-4<sup>th</sup> grade students to visit Black Butte Lake on 05/25/06 to 05/26/06.2.3 Neal Dow 6<sup>th</sup> grade students to visit Yosemite National Park from 06/21/06 to 06/23/06.

2.4 Culinary II SAGE team to attend National SAGE Competition in New York on 05/24/06 to 05/28/06.

## 3. The Board approved the 2006-2007 ratification of CIF representatives.

## 4. The Board approved the waivers for students with disabilities who took one or both portions of the CAHSEE with modifications and attained the equivalent of a passing score.

## C. HUMAN RESOURCES

## 1. The Board ratified the reappointment of David Barbara to the Personnel Commission for a three-year term, December 1, 2006 to December 1, 2008.

## D. BUSINESS SERVICES

## 1. The Board granted authorization to the Superintendent to award the following project to the lowest bidder:

1.1 *Pulled by Board Vice President Reed for discussion below.*

(Consent Agenda Vote)

AYES: Rees, Reed, Huber, Anderson, Watts

MINUTES

NOES: None

7. DISCUSSION/ACTION CALENDAR

- D.1.1. Board Vice President Reed asked that whenever the district reviews placing portables that the review include the impact to the neighborhood. A motion was made by Board Vice President Reed and seconded by Board Member Watts to grant authorization to the Superintendent to award the project to the lowest bidder on Site Work and Installation of Restroom Relocatable at Shasta and Relocatable Classroom at Hooker Oak.

A. EDUCATIONAL SERVICES

1. Assistant Superintendent Staley and Educational Services Director Stephenson provided information on the District Curriculum Council. This item was for information only and did not require action by the Board.
2. Educational Services Director Stephenson reviewed the District Curriculum Council's recommendation for K-6 and 7-8 History/Social Science textbooks.

A motion was made by Board Vice President Reed and seconded by Board Member Anderson to approve the DCC's recommendation for K-6 and 7-8 History/Social Science Textbooks.

AYES: Rees, Reed, Huber, Anderson, Watts

NOES: None

3. Assistant Superintendent Staley reviewed elements that supported introduction of a virtual classroom: ease in credit retrieval, ability to take college prep courses, accelerated learning opportunities and class schedule flexibility. Principal and Virtual Classroom Committee Chair Simmons indicated that the pilot online history class would be offered to juniors in Chico High's ACT program, under the direction of teacher Kris Larson, and would begin in the 2006-07 school year. Principal Simmons indicated the cost of license and training would be around \$20,000. This would allow 70 students to take a year-long course. This review was for information only and did not require action by the Board.

B. HUMAN RESOURCES

1. Assistant Superintendent Feaster sunshined CUSD's response to CUTA's initial proposal. At 8:49 p.m., Board President Rees opened the item for public comments. There were no comments from the public and the hearing was closed. This Public Hearing was for information only and no Board action was required.
2. Assistant Superintendent Feaster sunshined CUSD's response to CSEA's initial proposal. At 8:50 p.m., Board President Rees opened the item for public comments. There were no comments from the public and the hearing was closed. This Public Hearing was for information only and no action was required.
3. Assistant Superintendent Feaster reviewed Resolution #956-06 regarding Teacher Appreciation. Board President Rees read the resolution for the general public. A motion was made by Board Member Anderson and seconded by Board Member Watts to approve Resolution #956-06 to recognize the positive impact of all teachers and for citizens to pay tribute to teachers in the school district.

AYES: Rees, Reed, Huber, Anderson, Watts

NOES: None

ABSENT: None

4. Assistant Superintendent Feaster reviewed Resolution #957-06, designating May 21 – 27, 2006, as Classified Professionals Week. Board President Rees read the resolution for the general public. A motion was made by Board Clerk Huber and seconded by Board Member Watts to approve Resolution #957-06 to designated May 21-27, 2006, as Classified Professionals Week.

AYES: Rees, Reed, Huber, Anderson, Watts

NOES: None

ABSENT: None

## MINUTES

5. Assistant Superintendent Feaster and Leslie Mahon-Russo reviewed the need for Resolution #958-06 due to the likelihood that the Young Parent Program will be run by Early Head Start. Board President Rees opened the floor to public comments. There being none, the public hearing was closed. A motion was made by Board Member Watts and seconded by Board Vice President Reed to approve Resolution #958-06.: Elimination of Classified Services and Ordering Layoffs in the Classified Service for the 2006-07 School Year.

AYES: Rees, Reed, Huber, Anderson, Watts  
NOES: None  
ABSENT: None

C. BUSINESS

1. Assistant Superintendent Meeker reviewed Resolution #955-06: (1) Authorizing entering into local agreement CPKR-5044 for the child care resource program, and (2) Authorizing the Assistant Superintendent of Business to sign transactions under this program. Board President Rees opened the item for public comments at 9:11 p.m. There were no comments, the public hearing was closed. A motion was made by Board Clerk Huber and seconded by Board Member Anderson to approve Resolution #955.06.

AYES: Rees, Reed, Huber, Anderson, Watts  
NOES: None  
ABSENT: None

2. MOT Director Leary reviewed CUSD Five Year Maintenance Plan. At 9:16 p.m. Board President Rees opened the Public Hearing. There were no comments and the Public Hearing was closed. A motion was made by Board Member Watts and seconded by Board Vice President Reed to approve the 5-Year Plan as presented.

AYES: Rees, Reed, Huber, Anderson, Watts  
NOES: None  
ABSENT: None

8. ITEMS FROM THE FLOOR

At 9:17 p.m. Board President Rees opened the public forum. There were no items from the general public and the public forum was closed.

9. ANNOUNCEMENTS

Board Member Watts announced he was going to do a weather presentation at Rosedale Elementary.  
CSEA President Fisher announced there would be a CSEA State Board Meeting at Marsh Jr. High and an Area A picnic over the weekend.  
Board Member Anderson announced that he attended the CSBA delegate assembly on May 6 in Sacramento.

10. CLOSED SESSION

At 9:20 p.m. the Board recessed into closed session for the purpose of resuming conference with legal counsel. Board President Rees announced those who would be attending closed session: Chet Francisco, Superintendent, Kelly Staley, Assistant Superintendent, Bob Feaster, Assistant Superintendent, Randy Meeker, Assistant Superintendent and Counsel Greg Einhorn.

At 10:00 p.m. the Board reconvened. Board President Rees announced that upon a motion by Board Member Anderson, seconded by Board Member Watts, the Board granted permission to individual board members to discuss closed session information with CUSD attorneys.

AYES: Rees, Reed, Huber, Anderson, Watts  
NOES: None

11. ADJOURNMENT

There being no further items or announcements, the meeting was adjourned at 10:01 p.m.

MINUTES

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NEXT REGULAR MEETING:

Wednesday, June 21, 2006

7:00 p.m., Chico City Council Chambers

APPROVED:

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Board of Education

\_\_\_\_\_  
Administration



**MINUTES****1. CALL TO ORDER**

Rick Rees called the June 7, 2006, Closed Session Meeting to order at the Chico City Council Chambers, Conference Room 2, at 421 Main Street, Chico, CA at 6:15 p.m.

Present: Rick Rees, Scott Huber, Rick Anderson, Anthony Watts

Absent: Jann Reed

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

CUTA

CSEA, Chapter #110

Other Representatives:

Bob Feaster, Assistant Superintendent

Kelly Staley, Assistant Superintendent

Randy Meeker, Assistant Superintendent

Counsel: Greg Einhorn, Attorney at Law

**2.2 Conference with Legal Counsel – Existing Litigation, Government Code §54956.9(a) Sloan v. CUSD et al  
Other Representatives:**

Chet Francisco, Superintendent

Bob Feaster, Assistant Superintendent

Kelly Staley, Assistant Superintendent

Randy Meeker, Assistant Superintendent

Counsel: John Kelly, Attorney at Law

**3. CONVENE TO SPECIAL SESSION**

Present: Rick Rees, Rick Anderson, Anthony Watts

Absent: Jann Reed, Scott Huber

**3.1 Board President Rees called the Special Session Meeting to Order in the City Council Chambers at 7:09 p.m.  
He announced that there would be an added item to the agenda, that of Items from the Floor immediately following Discussion/Action.****3.2 There were no announcements from closed session.****3.3 Board President Rees led the salute to the Flag.****4. CONSENT CALENDAR****4.1 A motion was made by Board Member Watts and seconded by Board Member Anderson to approve the BCOE  
Erate Internet Service Provider Agreement.**

Ayes: Rees, Anderson, Watts

Noes: None

Absent: Reed, Huber

**5. DISCUSSION/ACTION****5.1 Assistant Superintendent Meeker reviewed the major components of the 2006-2007 Preliminary Budget. With the Governor's budget supporting education, the district will see substantial new revenue in 2006-07, which will offset the deficit spending and use of one time funds from 2005-06.. For the first time in four years, deficit spending will be eliminated and fund balance will begin to increase. CUSD has projected 2006-07 total revenues of \$101,402,204 and expenditures of \$99,537,530 for an increase to fund balance of \$1,864,674. At 8:05 p.m. the Board entertained comments and questions. At 8:25 p.m. the public hearing was closed.****6. ITEMS FROM THE FLOOR**

At 8:25 p.m. Board President Rees opened the public forum to address items not on the agenda. There were no comments and the public forum was closed.

**6. ADJOURNMENT**

MINUTES

There being no further business for the Board, Board President Rees adjourned the meeting at 8:26 p.m.

APPROVED:

\_\_\_\_\_  
Board of Education

\_\_\_\_\_  
Administration

## DONATIONS/GIFTS

BJHS PTA  
 Ron DeCew  
 Rich & Pam McGowan  
 PG&E Corporation  
 Don & Loyce Camy  
 Chico High Boosters  
 Pat Wismer  
 Dan Fowler  
 Cohasset PTA  
 Patricia Steveson  
 Forest Ranch Lions Club  
 Ann Brazil  
 Washington Mutual  
 Baja Fresh  
 Marigold PTA  
 The Sweet Shoppe  
 All Wood  
 Safeway - Mangrove  
 Kevin Caviress  
 Andrea Dempsey  
 Lisanne Kelly  
 PG&E Corporation  
 Alysson M. Satterlund  
 CSUC  
 CASA  
 Hammerhead Tech - Darrell Pierro  
 Career Assoc  
 Mary Mansfield  
 Lauren Taylor  
 Chico Assoc. of Realtors  
 Ben Pforsich  
 Shata PTO  
 Aaron Brothers  
 Shasta PTO  
 Mark Reaman  
 Anna Platt  
 Cyndi Ting  
 Christiane Wear  
 Michelle Krause  
 Claire & Mark Johnson  
 Jedidiah's  
 Peggy & Dave Hawks  
 Antoinette & Seward Schreder  
 Walmart  
 Enrico's Pizza  
 Smucker's Quality Beverages  
 Airgas  
 Hula's  
 La Hacienda  
 Papa Murphy's  
 Stephanie Mojica  
 Trader Joe's

Airless Paint Sprayer  
     Stained Glass  
         \$100.00  
         \$135.00  
         \$200.00  
         \$1,500.00  
     Wireless Router  
         \$100.00  
         \$429.25  
         \$200.00  
         \$150.00  
     *Guess Where* Game  
         \$146.35  
         \$76.76  
         \$900.00  
     60 Teddy Bears  
     Bookcase  
 Meats, buns, condiments, water  
     \$100.00  
     \$50.00  
     \$50 Gift Basket & Book  
         \$249.00  
         \$400.00  
         Panels  
         \$300.00  
 3 Nautilus Machines & Printer Paper  
     \$435.00  
     25 Books  
     42 Books  
     Misc. School Supplies  
     Paint & Paintbrushes  
     20 Network Switches  
     Chalk Boards  
         \$1,460.00  
     Classroom Supplies  
     Tupperware  
     Green Apple Candle  
 Four Gift Certificates - Massage  
     Necklace & Earring Set  
     Coffee Gift Basket  
     \$25 Gift Certificate  
     Various Gift Cards  
     Various Gift Cards  
     \$25 Gift Card  
     Gift Certificates  
     5 Cases of Spritzers  
     Helium for Balloons  
     600 Fortune Cookies  
     Luncheon for 70  
     Three \$10 Gift Certificates  
     Gift Certificate - Massage  
     Chocolate Bars

[illegible]

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

6.A.3(a)

June 21, 2006

MEMORANDUM TO: Board of Education  
FROM: Dr. Chet Francisco, Superintendent  
SUBJECT: Certificated Human Resources Actions

Name	Assignment	Effective	Comment
<b><u>Administrative Appointment(s)/Change in Assignment(s) 2006/07</u></b>			
Marchant, Jay	1.0 FTE Assistant Principal, Junior High (107002)	2006/07	Appointment
Spaggiari, Renee	1.0 FTE Assistant Principal, Senior High (102002)	2006/07	Appointment
<b><u>Full-Time Leave Request(s) for 2006/07</u></b>			
Manna, Jennifer	Elementary	2006/07	1.0 FTE Leave
Mow, Margaret	Elementary	2006/07	1.0 FTE Leave
O'Donoghue, Ingrid	Elementary	2006/07	1.0 FTE Leave
Snider, Gina	Secondary	2006/07	1.0 FTE Leave
<b><u>Part-Time Leave Request(s) for 2006/07</u></b>			
Begault, Beth	School Psychologist	2006/07	0.4 FTE Leave
Connolly, Cheryl	Elementary	2006/07	0.55 FTE Leave
Copeland, Charles	Secondary	2006/07	0.4 FTE Leave (Policy #4475 STRS Reduced Workload)
Finley, Janet	Elementary	2006/07	0.4 FTE Leave
Forrest, Marla	Elementary	2006/07	0.4 FTE Leave
Hoffman, Gina	Secondary	2006/07	0.2 FTE Leave
Kindopp, Heather	Elementary	2006/07	0.6 FTE Leave
Koch, Lynn	School Nurse	2006/07	0.2 FTE Leave
Larson-Cannell, Karen	Secondary	2006/07	0.6 FTE Leave
White, Donna	Secondary	2006/07	0.4 FTE Leave
Williams, Amy	Elementary	2006/07	0.2 FTE Leave
<b><u>Rescission/Change Leave Request(s) for 2006/07</u></b>			
Geise, Beth	Elementary	2006/07	Rescind .15 FTE of .40 Leave Request (Will work .75 FTE)
Starkey, Judi	Elementary	2006/07	Rescind .2 FTE Leave Request
<b><u>Probationary Appointment(s) 2006/07 According to Board Policy</u></b>			
Becker, Jason	1.0 FTE Secondary (102247)	2006/07	Probationary Appointment
Frain, M. Shannon	0.8 FTE Secondary (101173)	2006/07	Probationary Appointment

Gimbal, Kim	0.1 FTE Elementary Music (157129)	2006/07	Probationary Appointment
Gulbrandsen, Erinn	1.0 FTE Secondary (102122)	2006/07	Probationary Appointment
Peacock, Miles	1.0 FTE Secondary (102117)	2006/07	Probationary Appointment
Rollins, Keith	1.0 FTE Special Education (307005)	2006/07	Probationary Appointment
Sylvester, Carol	1.0 FTE Elementary (121104)	2006/07	Probationary Appointment

**Temporary Appointment(s) 2006/07 According to Board Policy**

Allen, Michael	1.0 FTE Secondary (110108)	1 <sup>st</sup> Semester 2006/07	Temporary Appointment
Armstrong, D. Brad	1.0 FTE Secondary (106181)	1 <sup>st</sup> Semester 2006/07	Temporary Appointment
Frain, M. Shannon	0.2 FTE Secondary (101184)	1 <sup>st</sup> Semester 2006/07	Temporary Appointment
Graber, Julie	0.2 FTE School Nurse (103002)	1 <sup>st</sup> Semester 2006/07	Temporary Appointment
Hollie, Karen	0.2 FTE Secondary (101174)	1 <sup>st</sup> Semester 2006/07	Temporary Appointment
La Folette, Corrine	0.8 FTE Secondary (101177)	1 <sup>st</sup> Semester 2006/07	Temporary Appointment
Ritcher, Nancy	0.4 FTE Secondary (102251)	1 <sup>st</sup> Semester 2006/07	Temporary Appointment
Sasaki, Joshua	1.0 FTE Secondary (102250)	1 <sup>st</sup> Semester 2006/07	Temporary Appointment
Triplett, Vickie	0.1 FTE Elementary Music (157119)	1 <sup>st</sup> Semester 2006/07	Temporary Appointment

**Summer Session Appointment(s) 2006****Senior High**

Patterson Tim	Specchierla, Michael	Sunderland, Janice
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**Retirement(s)/Resignation(s)**

Copeland, Ellen	June 2, 2006	Retirement
Davis, Bradley	June 2, 2006	Resignation
Deromedi, Eddi	June 5, 2006	Resignation (Resigning from .4 FTE Teacher Assignment effective with the 2006/07 School Year)
Koch, Steven	July 1, 2006	Resignation
Kohen, Robert	June 2, 2006	Retirement
Mow, Margaret	June 8, 2007	Retirement (Retirement effective at the end of the 2006/07 School Year)
Nichols-Davis, Correen	June 12, 2006	Resignation
Ramsey, Christie	June 1, 2006	Resignation
Rea, Brian	June 6, 2006	Resignation (Resigning .2 FTE of current full-time Teacher Assignment)

jm-6/15/06

CHICO UNIFIED SCHOOL DISTRICT  
1163 EAST SEVENTH STREET  
CHICO, CA 95928-5999  
June 21, 2006

MEMORANDUM TO: Board Of Education  
FROM: Chet Francisco, Superintendent  
SUBJECT: Summer School Classified Human Resources Actions

<u>NAME</u>	<u>CLASS/LOCATION/HOURS</u>	<u>EFFECTIVE</u>	<u>COMMENTS/ FUND</u>
<u>Appointments - Summer School, Day-to-Day, Contingent Upon Enrollment</u>			
ACUNA, FERNANDO	Instructional Assistant/Chico Jr High/7	6/12/2006-7/7/2006	Summer School
BEAM, DAVID	Instructional Asst-Special Education/Chico High-ROP/6.0	6/04/2006-7/21/2006	Summer School
BELCHER, BRENDA	Custodian/Chico High/4	6/12/2006-7/7/2006	Summer School
BEVERS, JENNIFER	Sr. Office Assistant/Chico High/7.5	6/12/2006-7/7/2006	Summer School
BINGHAM, DEBERA	Cafeteria Satellite Mgr/Chico Jr High/4.0	6/12/2006-7/7/2006	Summer School
BOWEN, BARBARA	Computer Technician/AFC/6.0	6/13/2006-6/30/2006	Summer School
BOWEN, BETTY	Instructional Asst-Special Ed/Chico Jr High/7	6/12/2006-7/7/2006	Summer School
CARRIERE, ROBIN	Health Assistant/Chico High/7	6/12/2006-7/7/2006	Summer School
CASTLE, ANN	Custodian/Chico High/4	6/12/2006-7/7/2006	Summer School
CERRATO, DAVID	Campus Supr/Chico High/7	6/12/2006-7/7/2006	Summer School
CONDON, SUSAN	Sr. Library Media Assistant/Chico Jr High/7	6/12/2006-7/7/2006	Summer School
COOGAN, MATTHEW	Campus Supr/Chico Jr High/7	6/12/2006-7/7/2006	Summer School
COOKE, JODIE	Cafeteria Satellite Mgr/Chico High/4.0	6/12/2006-7/7/2006	Summer School
DAVIS, KIM	Instructional Assistant/Chico High/7	6/12/2006-7/7/2006	Summer School
DE GRAAF, JENNY	Instructional Asst-Special Ed/Marigold/4.0	6/12/2006-7/7/2006	Summer School
EVANS, KIM	Cafeteria Satellite Mgr/Loma Vista/4.0	6/12/2006-7/7/2006	Summer School
GILBERT, BECKI	Sr. Office Assistant/Chico Jr High/7.5	6/12/2006-7/7/2006	Summer School
HALVORSON, REYLYNN	School Office Manager/Chico Jr High/7.5	6/12/2006-7/7/2006	Summer School
HAYS, JANICE	Custodian/Chico Jr High/8	6/12/2006-7/7/2006	Summer School
HAZZARD, CHUCK	Instructional Assistant/Chico High/7	6/12/2006-7/7/2006	Summer School
HOSTICK, MARY	Cafeteria Asst/Chico High/1.5	6/12/2006-7/7/2006	Summer School

CHICO UNIFIED SCHOOL DISTRICT  
1163 EAST SEVENTH STREET  
CHICO, CA 95928-5999  
June 21, 2006

<u>NAME</u>	<u>CLASS/LOCATION/HOURS</u>	<u>EFFECTIVE</u>	<u>COMMENTS/ FUND</u>
<u>Appointments - Summer School, Day-to-Day, Contingent Upon Enrollment</u>			
HOSTICK, MARY	Custodian/Chico High/4	6/12/2006- 7/7/2006	Summer School
JACKSON, JOEL	Campus Supr/AFC/6.8	6/5/2006- 6/30/2006	Summer School
JEFFERS, THOMAS	Campus Supr/Chico Jr High/2	6/12/2006- 7/7/2006	Summer School
JEFFERS, THOMAS	Custodian/Chico Jr High/4	6/12/2006- 7/7/2006	Summer School
JOHNSON, LINDA	Health Assistant/Chico Jr High/7	6/12/2006- 7/7/2006	Summer School
KELLER, LESLIE	Sr. Library Media Assistant/Chico High/7	6/12/2006- 6/23/2006	Summer School
KOEHLI-OWNBY, KAREN	Heathcare Asst-Specialized/Chico High/1.0	6/12/2006- 7/7/2006	Summer School
LAUFFER, PAT	Instructional Assistant/Chico High/7	6/12/2006- 7/7/2006	Summer School
LEMONS, MARIO	Custodian/Chico High/8	6/12/2006- 7/7/2006	Summer School
MACARTHY, MICHAEL	Campus Supr/Chico High/7	6/12/2006- 7/7/2006	Summer School
MAHLING, RHONDA	Instructional Asst-Special Education/ PVHS/7.5	6/12/2006- 7/7/2006	Summer School
MALLORY, CHARLOTTE	School Office Manager/AFC/6.5	6/15/2006- 6/30/2006	Summer School
MATULICH, NICOLE	Campus Supr/Chico Jr High/7	6/12/2006- 7/7/2006	Summer School
MELVIN, PENNY	Sr Library Media Assistant/Chico Jr High/7.0	6/12/2006- 7/7/2006	Summer School
MEYER, CATHERINE	Instructional Assistant/Chico Jr High/7	6/12/2006- 7/7/2006	Summer School
MONTAGUE, MICHELLE	Sr. Office Assistant/Chico High/7.5	6/12/2006- 7/7/2006	Summer School
NEVEL, STEPHEN	Instructional Assistant/Chico Jr High/7	6/12/2006- 7/7/2006	Summer School
POGMAN, JENNIFER	Instructional Assistant/AFC/6.5	6/5/2006- 6/30/2006	Summer School
SCHULTZ, NATHANIEL	Computer Technician/Chico High/7.0	6/12/2006- 7/7/2006	Summer School
SCOTT, SALLY	Instructional Assistant/Chico High/7	6/26/2006- 7/7/2006	Summer School
SHAFFER, DEENA	Cafeteria Asst/Chico Jr High/1.5	6/12/2006- 7/7/2006	Summer School
SINNOTT, KATHY	Instructional Assistant/Chico High/7	6/12/2006- 7/7/2006	Summer School
STANDLEY, PATTY	School Office Manager/Chico High/7.5	6/12/2006- 7/7/2006	Summer School

CHICO UNIFIED SCHOOL DISTRICT  
1163 EAST SEVENTH STREET  
CHICO, CA 95928-5999  
June 21, 2006

<u>NAME</u>	<u>CLASS/LOCATION/HOURS</u>	<u>EFFECTIVE</u>	<u>COMMENTS/ FUND</u>
<u>Appointments - Summer School, Day-to-Day, Contingent Upon Enrollment</u>			
TALERICO, LINDA	Instructional Asst-Special Ed/Chico High/7	6/12/2006- 7/7/2006	Summer School
TREVITHICK, DAN	Campus Supr/Chico High/7	6/12/2006- 7/7/2006	Summer School
WALTERS, GABRIELLE	Instructional Assistant/AFC/6.5	6/5/2006- 6/30/2006	Summer School
WRONA, DIANNE	Sr. Library Media Assistant/Chico High/7	6/26/2006- 7/7/2006	Summer School



CHICO UNIFIED SCHOOL DISTRICT  
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June 21, 2006

MEMORANDUM TO: Board Of Education  
FROM: Chet Francisco, Superintendent  
SUBJECT: Summer School Classified Human Resources Actions

<u>NAME</u>	<u>CLASS/LOCATION/HOURS</u>	<u>EFFECTIVE</u>	<u>COMMENTS/ FUND</u>
<u>Appointments - Summer School, Day-to-Day, Contingent Upon Enrollment</u>			
ALVAREZ, GEORGIA	Instructional Paraprofessional/ Marigold/5	6/12/2006-7/7/2006	Summer School
BERG, KATIE	Instructional Paraprofessional/ Loma Vista/5	6/12/2006-7/7/2006	Summer School
BOCK, BIDA	Instructional Paraprofessional/ CHICO JR HIGH/5	6/12/2006-7/7/2006	Summer School
BONAR, MORGAN	Instructional Paraprofessional/ Citrus/5.0	6/12/2006-7/7/2006	Summer School
BONAR, MORGAN	Instructional Paraprofessional/ Extended Day/1.5	6/12/2006-7/7/2006	Summer School
BROWN, JENNA	Instructional Paraprofessional/ Extended Day/1.5	6/12/2006-7/7/2006	Summer School
BROWN, JENNA	Instructional Paraprofessional/ Loma Vista/5	6/12/2006-7/7/2006	Summer School
CAMPOS, JACQUELINE	Instructional Paraprofessional/ Loma Vista/5	6/12/2006-7/7/2006	Summer School
CARTER, TROY	Instructional Paraprofessional/ CHS/5	6/12/2006-7/7/2006	Summer School
CHAMBERS, WILLIAM	Instructional Paraprofessional/ CHS/5	6/12/2006-7/7/2006	Summer School
CLEMENT, NICOLE	Instructional Paraprofessional/ Extended Day/1.5	6/12/2006-7/7/2006	Summer School
CLEMENT, NICOLE	Instructional Paraprofessional/ Loma Vista/5	6/12/2006-7/7/2006	Summer School
CROTTI, MARYANNE	Instructional Paraprofessional/ Loma Vista/5	6/12/2006-7/7/2006	Summer School
DENNEY, SARA	Instructional Paraprofessional/ Extended Day/1.5	6/12/2006-7/7/2006	Summer School
DENNEY, SARA	Instructional Paraprofessional/ Loma Vista/5	6/12/2006-7/7/2006	Summer School
DUTRA, DEBBIE	Instructional Paraprofessional/ PVHS/5	6/12/2006-7/7/2006	Summer School
FEINGOLD, ROD	Instructional Paraprofessional/ PVHS/5	6/12/2006-7/7/2006	Summer School
FELTMAN, DAWN	Instructional Paraprofessional/ CHICO JR HIGH/5	6/12/2006-7/7/2006	Summer School
FERRIER, JOE	Instructional Paraprofessional/ Extended Day/1.5	6/12/2006-7/7/2006	Summer School
FERRIER, JOE	Instructional Paraprofessional/ Loma Vista/5	6/12/2006-7/7/2006	Summer School
FORBES, STEPHANINE	Instructional Paraprofessional/ PVHS/5	6/12/2006-7/7/2006	Summer School

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<u>NAME</u>	<u>CLASS/LOCATION/HOURS</u>	<u>EFFECTIVE</u>	<u>COMMENTS/ FUND</u>
<u>Appointments - Summer School, Day-to-Day, Contingent Upon Enrollment</u>			
FRIESEN, CALAN	Instructional Paraprofessional/ Marigold/5	6/12/2006-7/7/2006	Summer School
GALL, SUZANNE	Instructional Paraprofessional/ Extended Day/1.5	6/12/2006-7/7/2006	Summer School
GALL, SUZANNE	Instructional Paraprofessional/ Loma Vista/5	6/12/2006-7/7/2006	Summer School
GORE-ZABALA, CHRISTINE	Instructional Paraprofessional/ Extended Day/1.5	6/12/2006-7/7/2006	Summer School
GORE-ZABALA, CHRISTINE	Instructional Paraprofessional/ Loma Vista/5	6/12/2006-7/7/2006	Summer School
HARRISON, STACEY	Instructional Paraprofessional/ Loma Vista/5	6/12/2006-7/7/2006	Summer School
HEINLY-CULLEN, KAY	Instructional Paraprofessional/ Marigold/5	6/12/2006-7/7/2006	Summer School
HERMANN, CHRISTA	Instructional Paraprofessional/ Citrus/5	6/12/2006-7/7/2006	Summer School
HERMANN, KRISTA	Instructional Paraprofessional/ Extended Day/1.5	6/12/2006-7/7/2006	Summer School
HERNANDEZ, MARIA	Instructional Paraprofessional/ Loma Vista/5	6/12/2006-7/7/2006	Summer School
HERSHEY-MCCOY, LINDA	Instructional Paraprofessional/ CHS/5	6/12/2006-7/7/2006	Summer School
HOBSON, NICOLE	Instructional Paraprofessional/ Extended Day/1.5	6/12/2006-7/7/2006	Summer School
HOBSON, NICOLE	Instructional Paraprofessional/ Loma Vista/5	6/12/2006-7/7/2006	Summer School
JOLLIFF, CRYSTAL	Instructional Paraprofessional/ Extended Day/1.5	6/12/2006-7/7/2006	Summer School
JOLLIFF, CRYSTAL	Instructional Paraprofessional/ Loma Vista/5	6/12/2006-7/7/2006	Summer School
KAMPF, ANNE	Instructional Paraprofessional/ Loma Vista/5	6/12/2006-7/7/2006	Summer School
KEENER, JOANN	Instructional Paraprofessional/ Marigold/5	6/12/2006-7/7/2006	Summer School
KEMPER, NANCY	Instructional Paraprofessional/ CHICO JR HIGH/5	6/12/2006-7/7/2006	Summer School
KLEIN, JUDY	Instructional Paraprofessional/ PVHS/5	6/12/2006-7/7/2006	Summer School
KLINGBEIL, JOSH	Instructional Paraprofessional/ Citrus/5	6/12/2006-7/7/2006	Summer School
KLINGBEIL, JOSH	Instructional Paraprofessional/ Extended Day/1.5	6/12/2006-7/7/2006	Summer School
KNIGHT, KRISTIN	Instructional Paraprofessional/ Extended Day/1.5	6/12/2006-7/7/2006	Summer School
KOCH, AARON	Instructional Paraprofessional/ Extended Day/1.5	6/12/2006-7/7/2006	Summer Sch

CHICO UNIFIED SCHOOL DISTRICT  
1163 EAST SEVENTH STREET  
CHICO, CA 95928-5999  
June 21, 2006

<u>NAME</u>	<u>CLASS/LOCATION/HOURS</u>	<u>EFFECTIVE</u>	<u>COMMENTS/ FUND</u>
<u>Appointments - Summer School, Day-to-Day, Contingent Upon Enrollment</u>			
KOCH, AARON	Instructional Paraprofessional/ Loma Vista/5	6/12/2006-7/7/2006	Summer School
KOCH, ANNALISA	Instructional Paraprofessional/ Extended Day/1.5	6/12/2006-7/7/2006	Summer School
KOCH, ANNALISA	Instructional Paraprofessional/ Loma Vista/5	6/12/2006-7/7/2006	Summer School
LABRADO, MELISSA	Instructional Paraprofessional/ Marigold/5	6/12/2006-7/7/2006	Summer School
LANDBERG, ALEX	Instructional Paraprofessional/ Extended Day/1.5	6/12/2006-7/7/2006	Summer School
LANDBERG, ALEX	Instructional Paraprofessional/ Marigold/5	6/12/2006-7/7/2006	Summer School
MANICCI, KELLY	Instructional Paraprofessional/ Extended Day/1.5	6/12/2006-7/7/2006	Summer School
MANICCI, KELLY	Instructional Paraprofessional/ Marigold/5	6/12/2006-7/7/2006	Summer School
MARQUEZ, ALIX	Instructional Paraprofessional/ Extended Day/1.5	6/12/2006-7/7/2006	Summer School
MARQUEZ, ALIX	Instructional Paraprofessional/ Loma Vista/5	6/12/2006-7/7/2006	Summer School
MARTINO, JUDY	Instructional Paraprofessional/ Extended Day/1.5	6/12/2006-7/7/2006	Summer School
MARTINO, JUDY	Instructional Paraprofessional/ Loma Vista/5	6/12/2006-7/7/2006	Summer School
MATLIN, DANA	Instructional Paraprofessional/ PVHS/5	6/12/2006-7/7/2006	Summer School
MORALEZ, TERRIE	Instructional Paraprofessional/ PVHS/5	6/12/2006-7/7/2006	Summer School
MORRISSEY, MATTHEW	Instructional Paraprofessional/ PVHS/5	6/12/2006-7/7/2006	Summer School
NGUYEN, KATHIE	Instructional Paraprofessional/ Extended Day/1.5	6/12/2006-7/7/2006	Summer School
NGUYEN, KATHIE	Instructional Paraprofessional/ Loma Vista/5	6/12/2006-7/7/2006	Summer School
NHAN, JOHNNY	Instructional Paraprofessional/ CHICO JR HIGH/5	6/12/2006-7/7/2006	Summer School
NICOL, AMBER	Instructional Paraprofessional/ Marigold/5	6/12/2006-7/7/2006	Summer School
O'KELLEY, MARYANNE	Instructional Paraprofessional/ Extended Day/1.5	6/12/2006-7/7/2006	Summer School
O'KELLEY, MARYANNE	Instructional Paraprofessional/ Loma Vista/5	6/12/2006-7/7/2006	Summer School
O'NEILL, SANDRA	Instructional Paraprofessional/ Extended Day/1.5	6/12/2006-7/7/2006	Summer School
O'NEILL, SANDRA	Instructional Paraprofessional/ Marigold/5	6/12/2006-7/7/2006	Summer School

CHICO UNIFIED SCHOOL DISTRICT  
1163 EAST SEVENTH STREET  
CHICO, CA 95928-5999  
June 21, 2006

<u>NAME</u>	<u>CLASS/LOCATION/HOURS</u>	<u>EFFECTIVE</u>	<u>COMMENTS/ FUND</u>
<u>Appointments - Summer School, Day-to-Day, Contingent Upon Enrollment</u>			
PARKER, MARTY	Instructional Paraprofessional/ Marigold/5	6/12/2006-7/7/2006	Summer School
PAYNE, KATIE	Instructional Paraprofessional/ Extended Day/1.5	6/12/2006-7/7/2006	Summer School
PAYNE, KATIE	Instructional Paraprofessional/ Loma Vista/5	6/12/2006-7/7/2006	Summer School
PINCKNEY, MONICA	Healthcare Asst/Specialized/ Loma Vista/6.5	6/12/2006-7/7/2006	Summer School
PUTERBAUGH, SKYLAR	Instructional Paraprofessional/ Extended Day/1.5	6/12/2006-7/7/2006	Summer School
PUTERBAUGH, SKYLAR	Instructional Paraprofessional/ Loma Vista/5	6/12/2006-7/7/2006	Summer School
QUINTANA, JENNIFER	Instructional Paraprofessional/ Extended Day/1.5	6/12/2006-7/7/2006	Summer School
QUINTANA, JENNIFER	Instructional Paraprofessional/ PVHS/5	6/12/2006-7/7/2006	Summer School
RAUSCH-CLARK, SHERYL	Instructional Paraprofessional/ Loma Vista/5	6/12/2006-7/7/2006	Summer School
REDDING, MEGAH	Instructional Paraprofessional/ Loma Vista/5	6/12/2006-7/7/2006	Summer School
REDDING, MEGAN	Instructional Paraprofessional/ Extended Day/1.5	6/12/2006-7/7/2006	Summer School
REID, SARAH	Instructional Paraprofessional/ Extended Day/1.5	6/12/2006-7/7/2006	Summer School
REID, SARAH	Instructional Paraprofessional/ Loma Vista/5	6/12/2006-7/7/2006	Summer School
RIDENOUR, TERRIE	Instructional Paraprofessional/ CHS/5	6/12/2006-7/7/2006	Summer School
ROBINSON, ANNE	Instructional Paraprofessional/ Extended Day/1.5	6/12/2006-7/7/2006	Summer School
ROBINSON, ANNE	Instructional Paraprofessional/ Marigold/5	6/12/2006-7/7/2006	Summer School
SAYRE, MARIA	Instructional Paraprofessional/ CHICO JR HIGH/5	6/12/2006-7/7/2006	Summer School
SCAMMON, MARGUERITE	Instructional Paraprofessional/ Marigold/5	6/12/2006-7/7/2006	Summer School
SCHULZ, DENISE	Instructional Paraprofessional/ Extended Day/1.5	6/12/2006-7/7/2006	Summer School
SCHUTZ FORT, EMMA	Instructional Paraprofessional/ Extended Day/1.5	6/12/2006-7/7/2006	Summer School
SCHUTZ FORT, EMMA	Instructional Paraprofessional/ Loma Vista/5	6/12/2006-7/7/2006	Summer School
SHAPIRO, JOANNA	Instructional Paraprofessional/ Loma Vista/5	6/12/2006-7/7/2006	Summer School
SHERRILL, JULIE	Instructional Paraprofessional/ CHICO JR HIGH/5	6/12/2006-7/7/2006	Summer School

CHICO UNIFIED SCHOOL DISTRICT  
1163 EAST SEVENTH STREET  
CHICO, CA 95928-5999  
June 21, 2006

<u>NAME</u>	<u>CLASS/LOCATION/HOURS</u>	<u>EFFECTIVE</u>	<u>COMMENTS/ FUND</u>
<u>Appointments - Summer School, Day-to-Day, Contingent Upon Enrollment</u>			
SHIPPEN, MARY	Instructional Paraprofessional/ Citrus/5	6/12/2006-7/7/2006	Summer School
SHIPPEN, MARY	Instructional Paraprofessional/ Extended Day/1.5	6/12/2006-7/7/2006	Summer School
SILVA, NICOLE	Instructional Paraprofessional/ Extended Day/1.5	6/12/2006-7/7/2006	Summer School
SILVA, NICOLE	Instructional Paraprofessional/ Loma Vista/5	6/12/2006-7/7/2006	Summer School
SOMMER, CAROL	Instructional Paraprofessional/ Loma Vista/5	6/12/2006-7/7/2006	Summer School
STORY, WANDA	Instructional Paraprofessional/ CHICO JR HIGH/5	6/12/2006-7/7/2006	Summer School
WOODWARD, DONNA	Instructional Paraprofessional/ PVHS/5	6/12/2006-7/7/2006	Summer School
WOOTEN, REBECCA	Instructional Paraprofessional/ CHS/5	6/12/2006-7/7/2006	Summer School

**CHICO UNIFIED SCHOOL DISTRICT**  
**1163 EAST SEVENTH STREET**  
**CHICO, CA 95928-5999**

June 21, 2006

MEMORANDUM TO: Board of Education

FROM: Chet Francisco, Superintendent

SUBJECT: Classified Human Resources Actions

<u>NAME</u>	<u>CLASS/LOCATION/ASSIGNED HOURS</u>	<u>EFFECTIVE</u>	<u>COMMENTS/ FUND</u>
<u>APPOINTMENTS</u>			
Engberg, Cynthia	Temp Health Assistant/Parkview/4.0	06/05-06/30/06	Temporary Summer Work/ Categorical Fund
Fandl, Mary Ann	IPS-Classroom/LCC/3.5	08/15/06	Vacated Position/ Special Education
Frost, Catherine	LT IA-Computers/McManus/3.0	05/15-06/01/06	New LT Position/ Categorical Fund
Griffis, Jason	Custodian/Sierra View/8.0	05/15/06	Vacated Position
Guymon, Diane	Parent Clerical Aide-Restr/Hooker Oak/2.2	08/15/06	Vacated Position/ Categorical Fund
Jackson, Joel	LT Campus Supervisor/CJHS/1.5	05/23-06/01/06	New LT Position/ Categorical Fund
Koehly-Ownby, Karen	Temp Health Assistant/Citrus/4.0	06/05-06/30/06	Temporary Summer Work/ Categorical Fund
McClain, John	Temp Maintenance Worker/M&O/8.0	06/07-08/11/06	Temporary Summer Work
Paugh, Betty	Temp Health Assistant/McManus/4.0	06/05-06/30/06	Temporary Summer Work/ Categorical Fund
Puterbaugh, Skylar	Instructional Assistant/Chapman/1.3	06/01/06	Categorical Fund
Rosales, Debra	LT IPS-Healthcare/Parkview/6.0	05/16-06/01/06	During Absence of Incumbent/Special Education
<u>Increase in Hours</u>			
Jackson, Joel	Campus Supervisor/MJHS/1.0	04/29/06	Existing Position
Kennedy, Diane	Campus Supervisor/CHS/2.0	06/02/06	Vacated Position
Ramos, Tamera	School Bus Driver-Type 2/Transportation 7.8	03/22/06	Existing Position/ Special Education
Tritchler, Stacy	School Bus Driver-Type 2/Transportation/7.1	03/22/06	Existing Position/ Special Education
<u>Voluntary Reduction in Hours</u>			
Buenrostro, Deborah	Parent Classroom Aide-Restr/Shasta/2.0	08/15/06	Existing Position/ Categorical Fund
Martin, Sandra	Parent Computer Lab Aide-Restr/Shasta/2.0	08/15/06	Existing Position/ Categorical Fund
<u>Re-employ from Layoff</u>			
Hall, Kathy	Cafeteria Satellite Manager/Neal Dow/4.0	07/01/06	Vacated Position
Lavin, Shawn	Cafeteria Satellite Manager/Hooker Oak/4.7	07/01/06	Vacated Position
<u>Promotion</u>			
Beyers, Jennifer	Registrar/PVHS/8.0	08/01/06	Vacated Position
<u>RESIGNATIONS</u>			

Resigned Only Position Listed

Beyers, Jennifer	Sr Office Asst/PVHS/8.0	07/31/06	Promotion
Hall, Kathy	Cafeteria Assistant/Chapman/.7	06/30/06	Re-employment
Hall, Kathy	Cafeteria Assistant/CHS/2.0 & 2.0	06/30/06	Re-employment
Kennedy, Diane	Campus Supervisor/CJHS/1.0	06/01/06	Increase in Hours
Lavin, Shawn	Cafeteria Assistant/Chapman/1.3	06/30/06	Re-employment
Phillips, Leslie	Parent Classroom Aide-Restr/Forest Ranch/3.2	06/01/06	Restricted Released

Resignation/Termination

Davis, Michelle	Parent Classroom Aide-Restr/Marigold/3.7	06/01/06	Restricted Released
De Graaf, Jenny	IA-Special Education/FVHS/5.9	08/01/06	Voluntary Resignation
Denney, Sara	IPS-Healthcare/Loma Vista/4.0	08/10/06	Voluntary Resignation
Denney, Sara	IPS-Classroom/Loma Vista/2.0	08/10/06	Voluntary Resignation
Enzi, Lonnie	Custodian/PVHS/8.0	08/15/06	GH Retirement
Fox, Nicole	IPS-Healthcare/Parkview/4.0	06/02/06	Voluntary Resignation
Moua, Ellen	Impacted Language Liaison/CJHS/3.0	06/01/06	Voluntary Resignation
Mull, Jenny	Office Asst-Elementary Attendance/ Rosedale/6.0	07/08/06	GH Retirement
Redding, Megan	IPS-Healthcare/Loma Vista/4.0	07/08/06	Voluntary Resignation
Reid, Sarah	IPS-Classroom/Citrus/3.5	07/07/06	Voluntary Resignation
Reid, Sarah	IPS-Classroom/CJHS/3.0	07/07/06	Voluntary Resignation
Richmond, Peter	IPS-Classroom/Citrus/3.5	05/15/06	Voluntary Resignation
Richmond, Peter	IPS-Classroom/Loma Vista/2.0	05/15/06	Voluntary Resignation
Schulz, Denise	IPS-Classroom/Neal Dow/3.5 & 2.0	07/07/06	Voluntary Resignation
Sciligo, George	Sr Grounds Worker/PVHS/8.0	08/08/06	GH Retirement
Watson, Valya	Parent Computer Lab Aide-Restr/ Emma Wilson/6.0	06/30/06	Restricted Released

May 31, 2006

**Title: Consultant Agreement for ETS/Keeping Learning on Track Professional Development**

Action:

Agenda Item: .

Consent x

Date June 21, 2006

Information

Page 1

Prepared by: Eric Nilsson

**Background Information**

ETS (Educational Testing Service) is providing a four day workshop in "Formative Assessment Instructional Strategies" to 50 staff from Chico and Pleasant Valley High Schools. The "Keeping Learning on Track" workshop will train teachers in the use of techniques which focus on the minute-by-minute in-class, "while you are teaching" strategies that you use to glean student understanding, to give feedback, and to decide what to do next in a lesson. Based on the research of Dylan Wiliam, ETS has piloted this program in 38 districts across the United States in the last two years. Their trainers will return the following year for another two-day "recharge" workshop with the same 50 staff.

The four day workshop from August 7-10 will create "teacher learning communities" who will meet once a month during the 2006/2007 school year to develop action plans for implementing the strategies in their curriculum, to compare the results of the strategies and to make necessary adjustments to instruction. This same work will be ongoing through the 2007/2008 school year.

**Education Implications**

This KLT program dovetails well with the WestEd benchmark approach. It focuses on actually changing teaching practices to improve daily student learning leading up to the benchmark assessments and, finally, state tests. The KLT program does not focus at all on prepping students for a specific test, but rather uses strategies known to improve achievement on any valid & reliable assessment of proficiency.

**Fiscal Implications**

The cost of the workshop will be paid from the Smaller Learning Communities Grant.

**Additional Information**

Not applicable.

**Recommendation**

I respectfully recommend that this be approved.



Mandatory Instructions  
(click to view)

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

Business Services Use Only

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

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

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

## CONSULTANT AGREEMENT

1. A completed BS10a. "Certificate of Independent Consultant Agreement" guideline is:  
☐ On File (click to view) ☒ Attached
2. A completed W9 "Request for Taxpayer Identification Number and Certification" form is:  
☐ On File (click to view) ☒ Attached

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

Name: ETS Pulliam LLC  
 Street Address/POB: 735 East Carnegie Drive, Suite 100  
 City, State, Zip Code: San Bernadino, CA 92408  
 Phone: 909-382-6911  
 Taxpayer ID/SSN: \_\_\_\_\_  
 This agreement will be in effect from: 08/01/06 to 06/10/07  
 Location(s) of Services: (site) Pleasant Valley High School

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

Four day workshop in Formative Assessment Instructional Strategies and year-long consultancy. See attached description of workshop and terms of agreement.

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

Assist in implementation of standards-based assessment system.  
 Help all students attain high academic standards and proficiency on CST.

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

1) Smaller Learning Communities Grant

2)

3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	50.00	01	5819	0	1110	1000	5800	14	010
2)	50.00	01	5819	0	1110	1000	5800	14	020
3)							5800	14	

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

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

\$ 17,844.00 Per Unit, times 1.00 # Units = \$ 17,844.00 Total for Services

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

9. Additional Expenses:

Two round trip flights	\$ 1,300.00	
6 days hotel and meal	\$ 1,200.00	
		Total for Addit'l Expenses
	2,500.00	
	\$ 20,344.00	Grand Total

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

(to be completed by Business Services)

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

Business Services Use Only

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

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

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

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

**11. AGREED TO AND ACCEPTED:**

[Signature]  
(Signature of Consultant)

Tom Krzmarzick, CEO  
(Print Name)

6/6/06  
(Date)

**12. RECOMMENDED:**

[Signature]  
(Signature of Originating Administrator)

Eric Nilsson Janet Brinson  
(Print Name)

6/7/06  
(Date)

**13. APPROVED:**

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

Janet Brinson  
(Print Name)

6/7/06  
(Date)

**APPROVED:**

[Signature]  
(Signature of Asst. Supt. – Business Services)

☒ Consultant  
Randy Meeker  
(Print Name)

☐ Contract Employee

[Signature]  
(Date)

**14. Authorization for Payment:****(a). CHECK REQUIRED (Invoice to accompany payment request):**

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

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

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

(c).

\$

(Amount)

(Originating Administrator Signature – Use Blue Ink)

(Date)

**Title: Butte County Probation Department: Probation Officer**

Action:

Agenda Item:

Consent x

Date: June 21, 2006

Information

Page 1

Prepared by: Janet Brinson, Director

**Background Information**

The Focus on the Future program has had an on-going collaboration with the Butte County Probation Department for several years. The probation officer assists staff in monitoring students who are on probation. They also support the Focus staff providing school-based counseling, probation checks, on site investigation, staff trainings and supervision on field trips.

**Education Implications**

The collaboration between Butte County Probation and the Focus on the Future program for high-risk youth allows students who may otherwise be expelled to remain in school. These additional support services assist students in meeting the requirements of their probation.

**Fiscal Implications**

There is no cost to the general fund. Expenses will be paid for out of the Pupil Retention Block Grant.

**Additional Information**

N/A

**Recommendation**

I recommend that this consultant agreement be approved.

Mandatory Instructions  
(click to view)

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

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

## CONSULTANT AGREEMENT

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

☒ On File (click to view) ☐ Attached

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

☒ On File (click to view) ☐ Attached

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

Name: County of Butte, Probation Office  
Street Address/POB: 42 County Center Drive  
City, State, Zip Code: Oroville, CA 95965  
Phone: (530) 538-7309 (John Wardell) FAX 538-6826

Taxpayer ID/SSN:

This agreement will be in effect from: 07/01/06 to 06/30/07

Location(s) of Services: (site) Fair View

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

Probation Officer will be available 5 hours/day, 4 days/week for school-based counseling, probation checks, investigations, staff trainings/meetings/and supervision on field trips when appropriate, as approved by the supervising Probation Officer.

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

Strategic Plan Strategy 3: We will actively engage families and community to help our students achieve academic and personal success.

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

1) At Risk Youth Education Grant

2)

3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	7390	0	1401	1000	5800	14	670
2)							5800	14	
3)							5800	14	

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

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

\$ 32,000.00 Per Unit, times 1.00 # Units = \$ 32,000.00 Total for Services

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

9. Additional Expenses:

\$									
\$									
\$								0.00	Total for Addit'l Expenses
\$								32,000.00	Grand Total

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

(to be completed by Business Services)

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

Business Services Use Only

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

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

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

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

**11. AGREED TO AND ACCEPTED:**

John Wardell  
(Signature of Consultant)

John Wardell, Chief Probation Officer  
(Print Name)

5/23/06  
(Date)

**12. RECOMMENDED:**

Janet Brinson  
(Signature of Originating Administrator)

Janet Brinson, Director  
(Print Name)

6/5/06  
(Date)

**13. APPROVED:**

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

Janet Brinson, Director  
(Print Name)

6/5/06  
(Date)

**APPROVED:**

Randy Meeker  
(Signature of Asst. Supt. – Business Services)

☒ Consultant  
Randy Meeker  
(Print Name)

☐ Contract Employee

6-10-06  
(Date)

**14. Authorization for Payment:****(a). CHECK REQUIRED (Invoice to accompany payment request):**

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

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

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

**(c).**

\$ \_\_\_\_\_

(Amount)

(Originating Administrator Signature – Use Blue Ink)

(Date)

**Title: Butte County Probation Department: On Campus Probation Officer**

**Action:**

**Agenda Item:**

**Consent x**

**Date: June 21, 2006**

**Information**

**Page 1**

**Prepared by: Janet Brinson, Director**

**Background Information**

A campus probation officer will work at various schools with delinquent and pre-delinquent youth and their families to improve school attendance and behavior. The officer will also assist with SARB board hearings.

**Education Implications**

The ultimate goal is to keep CUSD students in school and attending on a regular basis. The support provided by the campus probation officer assists site principals in keeping the communication lines open with parents about the need for their children to be in school.

**Fiscal Implications**

There is no cost to the general funds. Expenses will be paid for out of Title I.

**Additional Information**

N/A

**Recommendation**

I recommend that this consultant agreement be approved.

Mandatory Instructions  
(click to view)

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

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

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Name: County of Butte, Probation Office  
Street Address/POB: 42 County Center Drive  
City, State, Zip Code: Oroville, CA 95965  
Phone: (530) 538-7309 (John Wardell) FAX 538-6826  
Taxpayer ID/SSN: \_\_\_\_\_

This agreement will be in effect from: 07/01/06 to 06/30/07

Location(s) of Services: (site) Fair View

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

An on-campus probation officer will work at various schools with delinquent and pre-delinquent youth and their families to improve school attendance and behavior.

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

Strategic Plan Strategy 3: We will actively engage families and community to help our students achieve academic and personal success.

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

1) District Title I

2)

3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	3010	0	1110	1000	5800	14	670
2)							5800	14	
3)							5800	14	

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

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

\$ 30,450.00 Per Unit, times 1.00 # Units = \$ 30,450.00 Total for Services

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

9. Additional Expenses:

\$  
\$  
\$

Total for  
Addit'l Expenses  
0.00

\$ 30,450.00 Grand Total

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

(to be completed by Business Services)



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

Business Services Use Only

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

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

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

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

**11. AGREED TO AND ACCEPTED:**

[Signature]  
(Signature of Consultant)

John Wardell, Chief Probation Officer  
(Print Name)

5/23/06  
(Date)

**12. RECOMMENDED:**

[Signature]  
(Signature of Originating Administrator)

Janet Brinson, Director  
(Print Name)

5/23/06  
(Date)

**13. APPROVED:**

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

[Signature]  
(Print Name)

6/5/06  
(Date)

**APPROVED:**

[Signature]  
(Signature of Asst. Supt. - Business Services)

☒ Consultant  
Randy Meeker  
(Print Name)

☐ Contract Employee  
(Date)

6-18-06  
(Date)

**14. Authorization for Payment:****(a). CHECK REQUIRED (Invoice to accompany payment request):**

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

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

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

**(c).**

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



**Title: Butte County Probation Department: Probation Technician****Action:****Consent x****Information****Agenda Item:****Date: June 21, 2006****Page 1****Prepared by: Janet Brinson, Director****Background Information**

For Focus on the Future—Probation Technician—20 hours per week to provide support for campus Probation Officer, supervising a caseload of 35-70 students. The technician will also assist the Academy for Change staff as they implement after school, weekend and evening activities for those students who are on probation. This will allow the required supervision for these students to attend these activities. The technician will also assist the probation officer with mandated drug testing.

**Education Implications**

The collaboration with Butte County Probation provides additional support for students who are on probation. This technician position will play an integral role in the goals and objectives of the Focus on the Future program. The primary goal of Focus is to keep high-risk students actively engaged in their education while supporting them with programs and activities that increase a positive self-image and positive self-esteem.

**Fiscal Implications**

There is no cost to the general fund. Expenditures will be paid for out of the Pupil Retention Block Grant

**Additional Information**

N/A

**Recommendation**

I recommend that this consultant agreement be approved.

Mandatory Instructions  
(click to view)

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

Business Services Use Only

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

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

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

## CONSULTANT AGREEMENT

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

☒ On File (click to view) ☐ Attached

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

☒ On File (click to view) ☐ Attached

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

Name: County of Butte, Probation Office  
Street Address/POB: 42 County Center Drive  
City, State, Zip Code: Oroville, CA 95965  
Phone: (530) 538-7309 (John Wardell) FAX 538-6826  
Taxpayer ID/SSN: \_\_\_\_\_

This agreement will be in effect from: 07/01/06 to 06/30/07

Location(s) of Services: (site) Fair View

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

For Focus on the Future--Probation Technician--20 hours per week to provide support for campus Probation Officer, supervising a case load of 35-70 students.

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

Strategic Plan Strategy 3: We will actively engage families and community to help our students achieve academic and personal success.

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

1) At Risk Youth Education Grant

2) \_\_\_\_\_

3) \_\_\_\_\_

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	7390	0	1401	1000	5800	14	670
2)							5800	14	
3)							5800	14	

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

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

\$ 27,000.00 Per Unit, times 1.00 # Units = \$ 27,000.00 Total for Services

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

9. Additional Expenses:

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

\$ 27,000.00 Grand Total

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

(to be completed by Business Services)

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

Business Services Use Only

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

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

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

1. The Consultant will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Consultant Agreement. Consultant shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Consultant's employees.
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5. Consultant agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Consultant's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Consultant, and/or the Consultant's employee or agents.
6. Consultant will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the District.
7. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
8. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become, applicable to Consultant, Consultant's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.

**11. AGREED TO AND ACCEPTED:**

[Signature]  
(Signature of Consultant)

John Wardell, Chief Probation Officer  
(Print Name)

5/23/06  
(Date)

**12. RECOMMENDED:**

[Signature]  
(Signature of Originating Administrator)

Janet Brinson, Director  
(Print Name)

6/5/06  
(Date)

**13. APPROVED:**

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

Janet Brinson, Director  
(Print Name)

6/5/06  
(Date)

[Signature]  
(Signature of Asst. Supt. – Business Services)

☒ Consultant  
Randy Meeker  
(Print Name)

☐ Contract Employee

6-10-06  
(Date)

**14. Authorization for Payment:****(a). CHECK REQUIRED (Invoice to accompany payment request):**

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

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

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

**(c).**

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

Title: Sheryl Lee, Consultant

Action:

Consent x

Information

Agenda Item:

Date: June 21, 2006

Page 1

Prepared by: Janet Brinson, Director

### **Background Information**

Consultant provides follow-up inservices for the staff of Chico Christian School for the Step-Up-to-Writing program throughout the 2006-07 school year. Activities will include training, classroom support and lesson modeling, coaching and feedback.

### **Education Implications**

Educational benefits will support a cohesive writing program for students K-8. The consistent follow-up and teacher collaboration will support teachers in scoring student writing and collaborative discussion.

### **Fiscal Implications**

None to the general fund. The Title II covers all expenses.

### **Additional Information**

N/A

### **Recommendation**

I recommend that this consultant agreement be approved.

### CONSULTANT AGREEMENT

1. A completed BS10a. "Certificate of Independent Consultant Agreement" guideline is:  
☒ On File (click to view) ☐ Attached
2. A completed W9 "Request for Taxpayer Identification Number and Certification" form is:  
☒ On File (click to view) ☐ Attached

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

Name: Sheryl Lee  
Street Address/POB: 14 Baja Court  
City, State, Zip Code: Chico, CA 95928  
Phone: (530) 894-6473  
Taxpayer ID/SSN: 548-66-8439

This agreement will be in effect from: 07/01/06 to 06/30/07  
Location(s) of Services: (site) Chico Christian School

3. Scope of Work to be performed: (attach separate sheet if necessary)  
Consultant will provide follow-up inservice to staff for Step-Up-to-Writing throughout the 2006-07 school year  
Activities will include: training, classroom support and lesson modeling, coaching and feedback
4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant services:  
School Plan: Staff development to support student learning in the area of writing.

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

- 1) Title II  
2)  
3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	4035	0	1110	1000	5800	14	670
2)							5800	14	
3)							5800	14	

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

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

\$ 1,200.00 Per Unit, times 1.00 # Units = \$ 1,200.00 Total for Services  
(Unit: ☐ Per Hour ☐ Per Day ☐ Per Activity)

9. Additional Expenses:

\$  
\$  
\$

Total for  
0.00 Addit'l Expenses

\$ 1,200.00 Grand Total

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

(to be completed by Business Services)

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

Business Services Use Only

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

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

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

1. The Consultant will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Consultant Agreement. Consultant shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Consultant's employees.
2. Consultant shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page 1 of this Agreement.
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**11. AGREED TO AND ACCEPTED:**

Sheryl Lee  
(Signature of Consultant)

Sheryl Lee, Consultant  
(Print Name)

July 8, 2006  
(Date)

**12. RECOMMENDED:**

Janet Brinson  
(Signature of Originating Administrator)

Janet Brinson, Director  
(Print Name)

6/8/06  
(Date)

**13. APPROVED:**

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

Janet Brinson, Director  
(Print Name)

6/8/06  
(Date)

Randy Meeker  
(Signature of Asst. Supt. – Business Services)

☒ Consultant  
Randy Meeker  
(Print Name)

☐ Contract Employee

6-10-06  
(Date)

**14. Authorization for Payment:****(a). CHECK REQUIRED (Invoice to accompany payment request):**

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

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

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

**(c).**

S

(Amount)

(Originating Administrator Signature – Use Blue Ink)

(Date)

**Title: Boys and Girls Club Teen Center**

**Action:**

**Agenda Item:**

**Consent x**

**Date: June 21, 2006**

**Information**

**Page 1**

**Prepared by: Bernie Vigallon, Director  
Janet Brinson, Director**

### **Background Information**

Focus on the Future has collaborated with Boys and Girls Club to provide transportation to the Teen Center for students from the alternative programs in order to engage them in worthwhile activities after school.

### **Education Implications**

The Boys and Girls Club activities support the goals of Focus on the Future program. It provides continued support for at-risk students by actively engaging them in meaningful self-esteem programs and community service projects.

### **Fiscal Implications**

There is no cost to the general fund. Expenditures will be paid for out of the Focus on the Future Grant.

### **Additional Information**

N/A

### **Recommendation**

I recommend that this consultant agreement be approved.

Mandatory Instructions  
(click to view)

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

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

## CONSULTANT AGREEMENT

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



On File (click to view)



Attached

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



On File (click to view)



Attached

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

Name: Boys and Girls Club Teen Center  
Street Address/POB: 601 Wall Street  
City, State, Zip Code: Chico, CA 95928  
Phone: (530) 899-0335  
Taxpayer ID/SSN: 68-0294846

This agreement will be in effect from: 07/31/06 to 06/30/07

Location(s) of Services: (site) Boys and Girls Club Teen Center

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

Boys and Girls Club will transport Fair View and Academy for Change students to the Teen Center to participate in activities at the Center.

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

Strategic Plan 1.4: Establish targeted intervention opportunities before, during and after school for students not meeting standards.

Grant required

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

- 1) High Risk Youth Grant
- 2)
- 3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	7390	0	1401	1000	5800	14	670
2)							5800	14	
3)							5800	14	

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

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

\$ 3,000.00 Per Unit, times 1.00 # Units = \$ 3,000.00 Total for Services

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

9. Additional Expenses:

\$  
\$  
\$

Total for  
0.00 Addit'l Expenses

\$ 3,000.00 Grand Total

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

(to be completed by Business Services)



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

Business Services Use Only

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

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

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

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

**11. AGREED TO AND ACCEPTED:**

(Signature of Consultant)

Maureen Pierce, Executive Director

(Print Name)

6/7/06

(Date)

**12. RECOMMENDED:**

(Signature of Originating Administrator)

Bernard Vigallon, Director

(Print Name)

6/7/06

(Date)

**13. APPROVED:**

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

Janet Brinson, Director

(Print Name)

6/8/06

(Date)

**APPROVED:**

(Signature of Asst. Supt. – Business Services)

☒ Consultant  
 Randy Meeker

(Print Name)

☐ Contract Employee

6-10-06

(Date)

**14. Authorization for Payment:****(a). CHECK REQUIRED (Invoice to accompany payment request):**

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

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

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

(c).

\$

(Amount)

(Originating Administrator Signature – Use Blue Ink)

(Date)

Title: READ RIGHT Systems, Inc.

Action:

Consent ☒

Information

Agenda Item:

Date: June 21, 2006

Page 1

Prepared by: Janet Brinson

### **Background Information**

READ RIGHT methodology is a student-centered tutoring program that is highly effective, particularly with pre-adolescent and adolescent struggling readers. The methodology is delivered in a small group format with a ratio of one tutor to four students. It is highly structured so that every student receives individualized reading intervention and individualized guidance.

READ RIGHT Systems will provide a certified trainer to train CUSD paraprofessionals and teachers to implement the process at their school sites. The training includes 7 weeks of intensive training with a READ RIGHT trainer with on-going support throughout the school year.

### **Education Implications**

The READ RIGHT methodology of reading was researched and observed by various CUSD staff. The program will be utilized at Chico Junior, Bidwell Junior and Fair View High School during the 2006-07 school year and beyond. This program will be utilized during two-period reading blocks to support those students who need additional support in reading – those who scored Below Basic and Far Below Basic in reading on the CST. At the end of the training series, CUSD will have one fully certificated teacher who will become a trainer designee, which will allow for expansion of the program to other school sites.

### **Fiscal Implications**

There is no cost to the general fund. Expenditures will be paid for out of District Title I staff development funds.

### **Additional Information**

N/A

### **Recommendation**

I recommend that this consultant agreement be approved.

## CONSULTANT AGREEMENT

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

☐ On File (click to view) ☒ Attached

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

☐ On File (click to view) ☒ Attached

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

Name: Read Right Systems  
Street Address/POB: 310 West Birch Street  
City, State, Zip Code: Shelton, WA 98584  
Phone: (360) 427-9440 FAX (360) 427-0177  
Taxpayer ID/SSN: 91-1645632

This agreement will be in effect from: 07/01/06 to 06/30/07

Location(s) of Services: (site) Fair View, Bidwell Junior, and Chico Junior

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

Read Right Systems will provide a certified trainer to train CUSD paraprofessionals and certificated staff in the Read Right process at Chico Junior High, Bidwell Junior High, and Fair View. The training is an intensive 7 week process.

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

LEA Plan: Provide additional classes for strategic and intensive intervention for students below grade level in reading/language arts.

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

- 1) District Title I  
2)  
3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	3010	0	1110	1000	5800	14	670
2)							5800	14	
3)							5800	14	

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

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

\$ 59,925.00 Per Unit, times 1.00 # Units = \$ 59,925.00 Total for Services  
(Unit: ☐ Per Hour ☐ Per Day ☐ Per Activity)

9. Additional Expenses:

\$  
\$  
\$

Total for  
Addit'l Expenses  
0.00

\$ 59,925.00 Grand Total

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

(to be completed by Business Services)

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

Business Services Use Only

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

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

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

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2. Consultant shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page 1 of this Agreement.
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6. Consultant will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the District.
7. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
8. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become, applicable to Consultant, Consultant's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.

**11. AGREED TO AND ACCEPTED:**

Tom Brown  
(Signature of Consultant)

Tom Brown, CEO  
(Print Name)

5/19/06  
(Date)

**12. RECOMMENDED:**

Janet Brinson  
(Signature of Originating Administrator)

Janet Brinson, Director  
(Print Name)

5/22/06  
(Date)

**13. APPROVED:**

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

Janet Brinson, Director  
(Print Name)

5/22/06  
(Date)

Randy Meeker  
(Signature of Asst. Supt. - Business Services)

☒ Consultant  
Randy Meeker  
(Print Name)

☐ Contract Employee

6-10-06  
(Date)

**14. Authorization for Payment:****(a). CHECK REQUIRED (Invoice to accompany payment request):**

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

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

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

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

Agenda Item #: 6.A.5.8(a)  
(DO Use Only)

PROPOSED AGENDA ITEM: Consultant Agreements (4)

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

- ☒ Consent  
☐ Information Only  
☐ Discussion/Action

Board Date: 06/21/06

Background Information

Provide officials to (1) Soccer, (2) Baseball & Softball, (3) Basketball & (4) Field Hockey Games involving Chico High School as the host school and as required by the CIF guidelines and NFHS rules.

For the 2006-07 School Year.

Education Implications

Provide Chico High Students with fair athletic contests.

Fiscal Implications

No impact to General Fund. Funded through ASB.

Additional Information

DO Recommendation: Recommend Approval

Mandatory Instructions  
(click to view)

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

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

## CONSULTANT AGREEMENT

ASB

1. A completed BS10a. "Certificate of Independent Consultant Agreement" guideline is:  
☐ On File (click to view) ☒ Attached
2. A completed W9 "Request for Taxpayer Identification Number and Certification" form is:  
☐ On File (click to view) ☒ Attached

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

Name: GSSRA  
Street Address/POB:  
City, State, Zip Code:  
Phone:  
Taxpayer ID/SSN:

This agreement will be in effect from: 08/01/06

to 07/01/07

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

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

Provide officials to Soccer games involving Chico High School as the host school.

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

Provide students of Chico High School with fair athletic contests as required by the CIF guidelines and NFHS rules.

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

- 1) Chico High School Associated Students, Athletics
- 2)
- 3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)							5800	14	
2)							5800	14	
3)							5800	14	

ASB

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

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

\$ \_\_\_\_\_ Per Unit, times \_\_\_\_\_ # Units = \$ \_\_\_\_\_ 0.00 Total for Services

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

9. Additional Expenses:

Travel Expense \$ 600.00  
Assignor or Association Fee \$ 400.00  
Soccer ~~Football~~ officials not to exceed \$ 3,000.00

Total for  
Addit'l Expenses

\$ 4,000.00 Grand Total

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

(to be completed by Business Services)

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

Business Services Use Only

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

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

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

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

**11. AGREED TO AND ACCEPTED:**

Ken C. Conner  
(Signature of Consultant)

Ken C. Conner  
(Print Name)

5-18-06  
(Date)

**12. RECOMMENDED:**

Jim Hancox  
(Signature of Originating Administrator)

Jim Hancox  
(Print Name)

\_\_\_\_\_  
(Date)

**13. APPROVED:**

[Signature]  
(Signature of District Administrator or  
Director of Categorical Programs)

AMR FAYE  
(Print Name)

5/24/06  
(Date)

**APPROVED:**

[Signature]  
(Signature of Asst. Supt. – Business Services)

☒ Consultant  
Randy Meeker  
(Print Name)

☐ Contract Employee

5-24-06  
(Date)

**14. Authorization for Payment:****(a). CHECK REQUIRED (Invoice to accompany payment request):**

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

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

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

(c).

\$

(Amount)

(Originating Administrator Signature – Use Blue Ink)

(Date)

Mandatory Instructions  
(click to view)

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

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

## CONSULTANT AGREEMENT

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

☐ On File (click to view) ☒ Attached

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

☐ On File (click to view) ☒ Attached

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

Name: Northern California Baseball and Softball Officials Association  
Street Address/POB: 6010 Skyway  
City, State, Zip Code: Paradise CA 95969  
Phone: \_\_\_\_\_  
Taxpayer ID/SSN: \_\_\_\_\_

This agreement will be in effect from: 08/01/06 to 07/01/07

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

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

Provide officials to Baseball and Softball games involving Chico High School as the host school.

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

Provide students of Chico High School with fair athletic contests as required by the CIF guidelines and NFHS rules.

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

- 1) Chico High School Associated Students, Athletics  
2) \_\_\_\_\_  
3) \_\_\_\_\_

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)							5800	14	
2)							5800	14	
3)							5800	14	

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

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

\$ \_\_\_\_\_ Per Unit, times \_\_\_\_\_ # Units = \$ \_\_\_\_\_ 0.00 Total for Services

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

9. Additional Expenses:

Travel Expense	\$ 1,000.00	
Assignor or Association Fee	\$ 600.00	
Baseball/Softball officials not to exceed	\$ 10,000.00	11,600.00

Total for  
Addit'l Expenses

\$ 11,600.00 Grand Total

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

(to be completed by Business Services)



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

Business Services Use Only

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

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

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

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

David Wallerand  
(Signature of Consultant)

DAVID WALLERAND  
(Print Name)

5/22/06  
(Date)

**12. RECOMMENDED:**

Jim Hannon  
(Signature of Originating Administrator)

JIM HANNON  
(Print Name)

5/25/06  
(Date)

**13. APPROVED:**

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

AMAR FAYEK  
(Print Name)

5/24/06  
(Date)

**APPROVED:**

[Signature]  
(Signature of Asst. Supt. – Business Services)

☒ Consultant  
Randy Meeker  
(Print Name)

☐ Contract Employee

5/31/06  
(Date)

**14. Authorization for Payment:****(a). CHECK REQUIRED (Invoice to accompany payment request):**

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

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

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

**(c).**

\$ \_\_\_\_\_

(Amount)

(Originating Administrator Signature – Use Blue Ink)

(Date)

Mandatory Instructions  
(click to view)

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

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

### CONSULTANT AGREEMENT

ASB

1. A completed BS10a. "Certificate of Independent Consultant Agreement" guideline is:  
☐ On File (click to view) ☒ Attached
2. A completed W9 "Request for Taxpayer Identification Number and Certification" form is:  
☐ On File (click to view) ☒ Attached

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

Name: Northern California Basketball Officials Association / Bill Padula  
 Street Address/POB: 1702 SPRUCE AVE  
 City, State, Zip Code: CHICO, CA 95926  
 Phone: 530-3-2017  
 Taxpayer ID/SSN: 3810108  
 This agreement will be in effect from 08/01/07 to 07/01/07  
 Location(s) of Services: (site) Chico High School

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

Provide officials to basketball games involving Chico High School as the host school.

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

Provide students of Chico High School with fair athletic contests as required by the CIF guidelines and NFHS rules.

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

1) Chico High School Associated Students Athletics

2)

3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)							5800	14	
2)							5800	14	
3)							5800	14	

ASB

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

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

\$ \_\_\_\_\_ Per Unit, times \_\_\_\_\_ # Units = \$ \_\_\_\_\_ 0.00 Total for Services

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

9. Additional Expenses:

Travel Expense \$ 1,200.00

Assignor or Association Fee \$ 600.00

Officials not to exceed \$ 12,000.00

Total for  
Addit'l Expenses

13,800.00

\$ 13,800.00 Grand Total

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

(to be completed by Business Services)

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

Business Services Use Only

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

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

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

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

**11. AGREED TO AND ACCEPTED:**





(Signature of Consultant)

(Print Name)

(Date)

**12. RECOMMENDED:**





(Signature of Originating Administrator)

(Print Name)

(Date)

**13. APPROVED:**



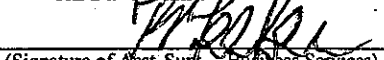




(Signature of District Administrator or  
Director of Categorical Programs)

(Print Name)

(Date)

**APPROVED:**

(Signature of Asst. Supt. – Business Services)

(Print Name)

(Date)

☒ Consultant☐ Contract Employee**14. Authorization for Payment:****(a). CHECK REQUIRED (Invoice to accompany payment request):**

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

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

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

**(c).****\$**

(Amount)

(Originating Administrator Signature – Use Blue Ink)

(Date)

Mandatory Instructions  
(click to view)

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

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

### CONSULTANT AGREEMENT

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

☐ On File (click to view) ☒ Attached

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

☐ On File (click to view) ☒ Attached

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

Name: Northern California Field Hockey Officials Association  
Street Address/POB: 6020 Skyway  
City, State, Zip Code: Paradise CA 95969  
Phone: \_\_\_\_\_  
Taxpayer ID/SSN: \_\_\_\_\_

This agreement will be in effect from: 08/01/06 to 07/01/07

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

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

Provide officials to Field Hockey games involving Chico High School as the host school.

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

Provide students of Chico High School with fair athletic contests as required by the CIF guidelines and NFHS rules.

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

- 1) Chico High School Associated Students, Athletics  
2) \_\_\_\_\_  
3) \_\_\_\_\_

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)							5800	14	
2)							5800	14	
3)							5800	14	

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

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

\$ \_\_\_\_\_ Per Unit, times \_\_\_\_\_ # Units = \$ \_\_\_\_\_ 0.00 Total for Services

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

9. Additional Expenses:

Travel Expense	\$ 600.00	
Assignor or Association Fee	\$ 200.00	
Football officials not to exceed	\$ 1,200.00	2,000.00
		<b>Total for Addit'l Expenses</b>

Field Hockey

\$ 2,000.00 **Grand Total**

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

(to be completed by Business Services)

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

Business Services Use Only

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

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

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

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

David Wallerand  
(Signature of Consultant)

DAVID WALLERAND  
(Print Name)

5/22/06  
(Date)

**12. RECOMMENDED:**

[Signature]  
(Signature of Originating Administrator)

Jim HANLOW  
(Print Name)

5/29/06  
(Date)

**13. APPROVED:**

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

AMIR FAYEK  
(Print Name)

5/24/06  
(Date)

[Signature]  
(Signature of Asst. Supt. – Business Services)

☒ Consultant  
Randy Meeker  
(Print Name)

☐ Contract Employee  
5/31/06  
(Date)

**14. Authorization for Payment:****(a). CHECK REQUIRED (Invoice to accompany payment request):**

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

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

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

**(c).**

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

**TITLE: Proposed Agenda Item**

Action: \_\_\_\_\_  
Consent:   x    
Information:   x  

Agenda Item:  
May 24, 2006  
Page

Prepared by: Debbie Aldred, Principal

**Background Information**

Sierra View Site Council has set aside a portion of our API money for a mural to be painted on the outside of our MPR wall.

**Educational Implications**

Students will feel welcome into a visually pleasing facility.

**Fiscal Implications**

Money will be spent out of our API money. No fiscal impact to the district.

**Additional Information**

Marty Parker has done other smaller murals for Sierra View.

**Recommendation**

I recommend accepting this consultant agreement.

Mandatory Instructions  
(click to view)

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

Business Services Use Only	
CA#	_____
V#	_____
RCF#	_____

### CONSULTANT AGREEMENT

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

☐ On File (click to view) ☒ Attached

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

☐ On File (click to view) ☐ Attached

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

Name: Marty Parker  
Street Address/POB: PO Box 3501  
City, State, Zip Code: Chico, CA 95927  
Phone: 530-345-4736  
Taxpayer ID/SSN:

This agreement will be in effect from: 06/05/06 to 08/14/06

Location(s) of Services: (site) Sierra View Multipurpose Room outside wall

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

Marty will design a mural and then paint it onto our outside wall of the MPR

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

Beautification

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

1) API Money

2)

3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	0008	0	1110	1000	5800	14	280
2)							5800	14	
3)							5800	14	

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

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

\$ 1,300.00 Per Unit, times 1.00 # Units = \$ 1,300.00 Total for Services

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

9. Additional Expenses:

\$  
\$  
\$

Total for  
0.00 Addit'l Expenses

\$ 1,300.00 Grand Total

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

(to be completed by Business Services)

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

Business Services Use Only

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

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

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


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

**11. AGREED TO AND ACCEPTED:**
  
 (Signature of Consultant)

 Marty Parker  
 (Print Name)

 5/26/06  
 (Date)
**12. RECOMMENDED:**
  
 (Signature of Originating Administrator)

 Debbie Aldred  
 (Print Name)

 6/24/06  
 (Date)
**13. APPROVED:**
  
 (Signature of District Administrator, or  
 Director of Categorical Programs)

(Print Name)

 6-6-06  
 (Date)
**APPROVED:**
  
 (Signature of Asst. Supt. – Business Services)

☒ Consultant  
 Randy Meeker  
 (Print Name)

☐ Contract Employee

 6-8-06  
 (Date)
**14. Authorization for Payment:****(a). CHECK REQUIRED (Invoice to accompany payment request):**

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

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

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

**(c).**

\$

(Amount)

(Originating Administrator Signature – Use Blue Ink)

(Date)



Agenda Item #: \_\_\_\_\_

PROPOSED AGENDA ITEM: Consultant Agreement Erate grant program☒ Consent☐ Information OnlyBoard Date: June 21, 2006☐ Discussion/ActionBackground Information

The Schools and Libraries Program of the Universal Service Fund makes discounts available to eligible schools and libraries for telecommunication services, Internet access, and internal connections. The program is intended to ensure that schools and libraries have access to affordable telecommunications and information services. The Erate consultant prepares scope/specs for project, conducts walk-through inspections with vendors, prepares & submits the Erate applications and maintains all documentation for the program.

Education Implications

Continued improvement of telecommunications services and Internet connectivity allows for continued support for academic achievement and the attainment of standards.

Fiscal Implications

No negative impact on General Fund. Consultant fees are paid with rebates from the Calif. Teleconnect Program. Discounted services & products from the program result in a 50% - 90% savings on telecommunications services, Internet Service Provider fees and technology infrastructure equipment and projects.

Recommendation

Approval of consultant agreement

Prepared by: Vikki Gillett

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

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

## CONSULTANT AGREEMENT

1. A completed BS10a. "Certificate of Independent Consultant Agreement" guideline is:  
☒ On File (click to view) ☐ Attached
2. A completed W9 "Request for Taxpayer Identification Number and Certification" form is:  
☒ On File (click to view) ☐ Attached

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

**Name:** Jim Galloway jim@gegconsult.com  
**Street Address/POB:** 115 Edgemont Drive  
**City, State, Zip Code:** Oroville, CA 95966  
**Phone:** 530/534-7678(h) 530/403-7387(c)  
**Taxpayer ID/SSN:** 555-82-3041

This agreement will be in effect from: 07/01/06

<b>Location(s) of Services: (site)</b>	<b>Above address</b>
----------------------------------------	----------------------

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

Erate consulting-refine scope of work, walk thru safety meetings, completion of erate forms/submission documentation, vendor/district communication construction management

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

To complete Erate application process; to appropriately deploy technology to effectively deliver curriculum and manage the operation of the district

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

- 1) Discounted Advanced Services (DAS) Budget
- 2)
- 3)

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

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	0000	0	0000	7702	5800	14	741
2)							5800	14	
3)							5800	14	

- |                                                                     |     |                                     |    |
|---------------------------------------------------------------------|-----|-------------------------------------|----|
| <b>7. Is there an impact to General Fund, Unrestricted funding?</b> | Yes | <input checked="" type="checkbox"/> | No |
|---------------------------------------------------------------------|-----|-------------------------------------|----|

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

\$ 8,000.00 Per Unit, times 1.00 # Units = \$ 8,000.00 Total for Services

(Unit:	<input type="checkbox"/> Per Hour	<input type="checkbox"/> Per Day	<input checked="" type="checkbox"/> Per Activity)
--------	-----------------------------------	----------------------------------	---------------------------------------------------

- 9. Additional Expenses:**

	\$			Total for
	\$			Addit'l Expenses
	\$		0.00	
	\$		8,000.00	Grand Total

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

(to be completed by Business Services)

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

Business Services Use Only

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

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

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

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

**11. AGREED TO AND ACCEPTED:**

[Signature]  
(Signature of Consultant)

James E. Calloway  
(Print Name)

6-2-06  
(Date)

**12. RECOMMENDED:**

[Signature]  
(Signature of Originating Administrator)

Vikki Gillett, Director - Information Tech.  
(Print Name)

5/29/06  
(Date)

**13. APPROVED:**

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

[Redacted]  
(Print Name)

[Redacted]  
(Date)

[Signature]  
(Signature of Asst. Supt. – Business Services)

☒ Consultant  
Randy Meeker  
(Print Name)

☐ Contract Employee  
(Date)

**14. Authorization for Payment:****(a). CHECK REQUIRED (Invoice to accompany payment request):**

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

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

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

**(c).**

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

PROPOSED AGENDA ITEM: Consultant Agreement – Computers For Classrooms

☒ Consent

☐ Information Only

Board Date: June 21, 2006

☐ Discussion/Action

Background Information

In partnership with CUSD & other non profit agencies, Pat Furr and the Computers For Classrooms program has provided computers and other equipment, free of charge to CUSD over the past 10+ years.

This consulting agreement covers the coordination of this program with CUSD, which includes acquisition of donated computers, upgrading, placement in classrooms, and recycling/reuse of equipment, as well as collection of e-waste for CUSD.

Education Implications

Continued upgrading of computers and increased access to up-to-date computers allows for continued support for academic achievement and the attainment of standards.

Fiscal Implications

The agreement impacts the General Fund, and is included in the budget, and has been in place for several years.

Recommendation

Approval of consultant agreement

Prepared by: Vikki Gillett

Mandatory Instructions  
(click to view)

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

Business Services Use Only

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

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

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

### CONSULTANT AGREEMENT

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



On File (click to view)



Attached

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



On File (click to view)



Attached

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

Name: Computers for Classrooms

Street Address/POB: 424 Otterson, Suite 120

City, State, Zip Code: Chico, CA 95928

Phone: 530/895-4175

Taxpayer ID/SSN: 68-0480598

This agreement will be in effect from: 07/01/06

to 06/30/07

Location(s) of Services: (site) Above address

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

Computers for Classrooms program; consulting services of Pat Furr

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

Strategic plan: determine the most effective way to deliver education; deploy technology to effectively deliver our curriculum and manage the operation of the district. Reduce number of student per computer ratio in CUSD classrooms.

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

1) Computers for Classroom Account

2)

3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	0000	0	0000	2421	5800	14	742
2)							5800	14	
3)							5800	14	

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

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

\$ 40,000.00 Per Unit, times 1.00 # Units = \$ 40,000.00 Total for Services

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

9. Additional Expenses:

\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_ Total for Addit'l Expenses  
\$ 40,000.00 Grand Total

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

(to be completed by Business Services)

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

Business Services Use Only

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

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

**11. AGREED TO AND ACCEPTED:***Patricia Furr*  
(Signature of Consultant)PATRICIA FURR  
(Print Name)6/8/06  
(Date)**12. RECOMMENDED:***Vikki Gillett*  
(Signature of Originating Administrator)Vikki Gillett, Director - Information Tech.  
(Print Name)5/29/06  
(Date)**13. APPROVED:**(Signature of District Administrator, or  
Director of Categorical Programs)

(Print Name)

(Date)

**APPROVED:***Randy Meeker*  
(Signature of Asst. Supt. – Business Services)☒ Consultant  
Randy Meeker  
(Print Name)☐ Contract Employee6-13-06  
(Date)**14. Authorization for Payment:****(a). CHECK REQUIRED (Invoice to accompany payment request):**

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

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

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

**(c).**

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

PROPOSED AGENDA ITEM: Consultant Agreement for BCOE-CTAP/EETT services

X Consent

       Information Only

Board Date: June 21, 2006

       Discussion/Action

Background Information

EETT = Enhancing Education Through Technology -- (for both the competitive grant and formula grant) awards -- Part of No Child Left Behind

Through the Butte County Office of Education (BCOE), the Calif. Technology Assistance Program (CTAP) coordinator assists in implementation of the grant, provides & facilitates staff development, completes state reports, and program modifications where necessary.

Education Implications

These grants provide staff development for technology integration into the curriculum, and include components for assessing/corrective effectiveness of student achievement of standards.

Fiscal Implications

No impact on General Fund. Paid 100% with Federal grant.

Recommendation

Approval of consultant agreement

Prepared by: Vikki Gillett

6.A.5.12(b)

Mandatory Instructions  
(click to view)

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

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

### CONSULTANT AGREEMENT

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

☒ On File (click to view) ☐ Attached

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

☒ On File (click to view) ☐ Attached

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

Name: Butte County Office of Education (BCOE) California Technology Assistance Project (CTAP)  
Street Address/POB: 1859 Bird Street  
City, State, Zip Code: Oroville, CA 95965  
Phone: 530/532-5814  
Taxpayer ID/SSN:

This agreement will be in effect from: 07/01/06 to 06/30/07

Location(s) of Services: (site) BCOE Office and CUSD Schools

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

Services to be performed by Nancy Silva. Coordination and implementation of EETT-C/EETT-F grants, including tracking & evaluation of student achievement, development & facilitation of professional development goals, monitoring progress, completion of state reports/surveys, planning for next year of grants, overall communication/coordination between agencies, schools and personnel.

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

Part of No Child Left Behind

EETT=Enhancing Education Through Technology

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

- 1) EETT-C Competitive Grant - New Grade 4-6 grade GenYes Program (24 days = \$9,667)
- 2) EETT-F Formula Grant (6 days = \$2,467)
- 3) CTAP Support for CTAPonline, CLRN, assessment, etc. (7 days = \$00.00)

6. Account(s) to be Charged:

Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1) 79.70	01	4046	7	0000	2420	5800	14	741
2) 20.30	01	4045	7	0000	2420	5800	14	741
3)	na					5800	14	

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

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

\$ 12,134.00 Per Unit, times 1.00 # Units = \$ 12,134.00 Total for Services

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

9. Additional Expenses:

\$  
\$  
\$

Total for  
0.00 Addit'l Expenses

\$ 12,134.00 Grand Total

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

(to be completed by Business Services)



6.A.5.12(c)

**CONSULTANT TERMS AND CONDITIONS**(Applicable, unless determined to be Contract Employee - Sec BS 10a)

Business Services Use Only

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

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

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

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

**11. AGREED TO AND ACCEPTED:**

[Signature]  
(Signature of Consultant)

Paul S. Haes  
(Print Name)

6/05/06  
(Date)

**12. RECOMMENDED:**

[Signature]  
(Signature of Originating Administrator)

Vikki Gillett, Director - Information Tech.  
(Print Name)

6/12/06  
(Date)

**13. APPROVED:**

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

(Print Name)

(Date)

APPROVED

☒ Consultant  
Randy Meeker  
(Print Name)

☐ Contract Employee

6-13-06  
(Date)

(Signature of Asst. Supt. - Business Services)

**14. Authorization for Payment:****(a). CHECK REQUIRED (Invoice to accompany payment request):**

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

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

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

(c).  
S

(Amount)

(Originating Administrator Signature - Use Blue Ink)

(Date)

# ORDER OF ELECTION

(Education Code Sections 5000, 5018, 5304, and 5322)

## RESOLUTION #961-06

### ORDERING GOVERNING BOARD MEMBER ELECTION

**WHEREAS**, the regular biennial election of governing board members is ordered by law pursuant to Section 5000 of the Education Code to fill offices of members of the governing board of Chico Unified School District, of BUTTE County, now be it

**RESOLVED** that, the County Superintendent of Schools for this county call the election as **ORDERED** and in accordance with the designations contained in the following Specifications of the Election Order made under the authority of Education Code Sections 5304 and 5322.

#### SPECIFICATIONS OF THE ELECTION ORDER

The election shall be held on Tuesday, NOVEMBER 7, 2006.

The purpose of the election is to elect three (3) members of the governing board of the Chico Unified School District.

**IT IS FURTHER ORDERED** that the clerk or secretary of the district shall deliver not less than 123 days prior to the date set for the election, two (2) copies of this Resolution and Order to the County Superintendent of Schools and one (1) copy to the officer conducting the election.

The foregoing Resolution and Order was adopted by a formal vote of the governing board of the Chico Unified School District of BUTTE County, being the board authorized by law to make the designations therein contained on June 21, 2006.

Signed: \_\_\_\_\_

(Clerk/Secretary of the Governing Board)

**Instructions:** After the Order of Election is adopted by the board, the clerk or secretary should sign the Order and deliver two (2) copies to the County Superintendent of Schools and one (1) to the officer conducting the election, not less than 123 days prior to the date set for the election (Election Code 5322). One (1) of these copies is to be delivered by the County Superintendent to the County Clerk or Registrar of Voters, with a copy of the Notice of Election, at least 120 days prior to the day of election (Education Code 5324).

(1) Instruction: If the election is called under Education Code Section 5018 insert:  
"Another purpose is the measure whether the number of members of the governing board of \_\_\_\_\_ District shall be increase from three to five."

And

"Another purpose of the election shall be to elect two additional members of the governing board of \_\_\_\_\_ District to serve if the above measure is approved."

**REGARDING COSTS OF CANDIDATES' STATEMENTS  
RESOLUTION # #962-06**

**WHEREAS**, pursuant to Elections Code Section 13307, each candidate for elective office may prepare a candidate's statement for inclusion in the voter's pamphlet.

**BE IT THEREFORE RESOLVED** by the Governing Board of the Chico Unified School District that each candidate for a position on the Governing Board shall be required to pay his or her pro rata share of the cost of printing, handling, translating and mailing of the candidate's statement filed pursuant to California Elections Code Section 13307, in accordance with said section for the election to be held on November 7, 2006.

**PASSED AND ADOPTED** by the Governing Board of the Chico Unified School District this 21<sup>st</sup> day of June , 2006, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
(President, Board of Education)

**ATTEST:**

By \_\_\_\_\_  
(Secretary to the Board)

**ESTABLISHING PROCEDURE  
IN CASE OF TIE VOTE AT GOVERNING BOARD ELECTION  
RESOLUTION # 963-06**

**WHEREAS**, three (3) members of the Governing Board of Chico Unified School District are to be elected at the November 7, 2006, regular election; and

**WHEREAS**, Education Code Section 5304 provides that the Governing Board of a school district has the duty to resolve tie votes in governing board elections; and

**WHEREAS**, Education Code Section 5016 provides that the Governing Board may either call a runoff election or determine the winner or winners by lot.

**BE IT THEREFORE RESOLVED** that, in the event a tie vote makes it impossible to determine which of two or more candidates has been elected to the Governing Board, the winner shall be determined by lot.

**PASSED AND ADOPTED** by the Governing Board of the Chico Unified School District, this 21st day of June, 2006, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
(President, Board of Education)

**ATTEST:**

By \_\_\_\_\_  
(Secretary to the Board)

**TITLE:** FIELD TRIP REQUEST  
Field Trip Request to Yearbook Camp in  
Sacramento CA,

Action: \_\_\_\_\_  
Consent: \_\_\_\_\_  
Information: \_\_\_\_\_

Agenda Item:

June 21, 2006  
Page 1 OF 1

Prepared by: Cindy Hopkins

### **Background Information**

PV Yearbook – Grades 9-12

Attending yearbook camp has been an integral part of the journalism program at PV for the last nine years. Yearbook has not missed a camp over the past nine years. Attending yearbook camp is important for many reasons. 1) It is where my staff is trained for creating the next year's book. 2) The best teachers in journalism are at this camp. 3) This is where we create the "blue print" for the next year's book; we call it a concept package. 4) It is where we bond as a staff for the first time. 5) When you play sports, the way to improve it to play teams that are better than you, this is where we meet those "teams" and begin to amp up our program. 6) This is where we learn the latest in trends in journalism both with regard to writing and design. 7) It has become tradition.

### **Educational Implications**

Students will attend classes designed to teach them at their level. Some will be in yearbook 101 while others attend advanced design courses. Additionally we meet in "home groups" where we work as a staff on our concept package, while learning from and networking with other schools. Finally we compete in a camp wide concept package competition.

### **Fiscal Implications**

This field trip will be funded in part by the yearbook class and in part by students. Our fundraising is done through ad sales and yearbook sales. Therefore, all students will be provided the same opportunities to be a part of this trip.

### **Additional Information**

The adviser, Ms. Hopkins will supervise the trip. We will be departing the morning of July 30<sup>th</sup> and returning the evening of August 3<sup>rd</sup>. Both the adviser and parents will transport students in private vehicles. Approximately 15 students will be attending. Therefore, the supervision ratio is 15 to 1. At the camp, there are directors, counselors and other advisers who all will take part in supervising all camp attendees.

### **Recommendation**

"I recommend approval of the proposed field trip."

## CHICO UNIFIED SCHOOL DISTRICT

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

## FIELD TRIP REQUEST

TO: CUSD Board of Education

Date: 6/06/2006FROM: Cindy HopkinsSchool/Dept.: PV - Yearbook

SUBJECT: Field Trip Request

Request is for Yearbook Camp  
(grade/class/group)

Destination: Sacramento Activity: Yearbook Camp

from 7/30/06 1 All day to 8/3/06 1 All day  
(dates) / (times) (dates) / (times)

Rationale for Trip: Learn new skills - plan for next year

Number of Students Attending: 15 Teachers Attending: 1 Parents Attending: 0

Student/Adult Ratio: 15/1

Transportation: Private Cars X CUSD Bus \_\_\_\_\_ Charter Bus Name \_\_\_\_\_  
Other: \_\_\_\_\_

All requests for transportation must go through the transportation department including Charter requests - NO EXCEPTIONS.

## ESTIMATED EXPENSES:

Fees \$ 350/15 (\$5250) Substitute Costs \$ 0 Meals \$ 500

Lodging \$ 3000 Transportation \$ 250 Other Costs \$ \_\_\_\_\_

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

Name Yearbook Acct. #: 294 \$ 9000

Name \_\_\_\_\_ Acct. #: \_\_\_\_\_ \$ \_\_\_\_\_

[Signature] 6/06/2006  
Requesting Party Date

[Signature] \_\_\_\_\_  
Director of Transportation Date

[Signature] \_\_\_\_\_  
Site Principal Date

☒ Approve/Minor ☐ Do not Approve/Minor  
or  
☐ Recommend/Major ☐ Not Recommended/Major

[Signature] 6-12-06  
Director of Educational Services Date

☒ Recommend ☐ Not Recommended

☐ Approved ☐ Not Approved

Board Action \_\_\_\_\_ Date \_\_\_\_\_

**TITLE: Fund Raising Request**

Action: \_\_\_\_\_  
Consent:   X    
Information: \_\_\_\_\_

Prepared by: Mike Cooper – Chico High School

**Background Information**

Raise funds for Feather River College Trip – Varsity Football Practice

**Educational Implications**

Character and Team Building Opportunities

**Fiscal Implications**

\$110 per player paid by the CHS Football Program

**Additional Information**

July 12-14, 2006

**Recommendation**

I recommend approval of this fund raising request.

# CHICO UNIFIED SCHOOL DISTRICT

1163 East Seventh Street

Chico, CA 95928-5999

6.B.3(b)

## Chico High School FUND RAISING REQUEST

All fund raising projects/activities are to be approved by the school principal (minor) or the Board of Education (major) prior to initiating the project/activity. The principal/designee shall maintain a written financial record of each approved fund raising project/activity. Funds generated from the projects/activities shall be deposited in the Associated Student Body account.

SCHOOL Chico High

CLUB OR ORGANIZATION FOOTBALL

ADVISOR Coppe

PURPOSE OF THE FUND RAISING PROJECT/ACTIVITY  
Raise funds for our program (Chico High School Camps)

FINANCIAL GOAL OF THE PROJECT: (Major = more than \$5,000 gross)

[ ] Minor: Estimated Gross \$ \_\_\_\_\_ Estimated Net \$ \_\_\_\_\_  
[X] Major: Estimated Gross \$ 7000.00  
Estimated Net \$ 6000

NATURE OF PROJECT/ACTIVITY (i.e., car wash)  
FOOTBALL Camps (Big Red & Big Red Academy)

[ ] Class I - A project or series of activities that will be restricted to a school's student and parent population.

[ ] Class II - A project or series of activities that will extend beyond a school's population and will involve students, parents and members of the general community population in the fund raising effort.

BEGINNING/ENDING DATE(S) AND TIME OF PROPOSED FUND RAISING ACTIVITY(IES):

BEGINNING DATE July 10 ENDING DATE July 22

BEGINNING TIME \_\_\_\_\_ ENDING TIME \_\_\_\_\_

LOCATION Chico High

NUMBER OF STUDENTS TO BE INVOLVED \_\_\_\_\_

### RECOMMENDED

Date	Student Officer's Signature (if applicable)
<u>5-16-06</u>	<u>[Signature]</u>
Date	Advisor's Signature
<u>5/17/06</u>	<u>[Signature]</u>
Date	Director of Activity Signature (if applicable)
<u>5/22/06</u>	<u>[Signature]</u>
Date	Principal's Signature
<u>5-23-06</u>	<u>[Signature]</u>
Date	Assistant Superintendent's Signature

Approved by Council:  
(Date of Minutes)  
Club: \_\_\_\_\_  
By: \_\_\_\_\_  
(Secretary)  
ASB: \_\_\_\_\_  
By: [Signature]  
(Secretary)

Approval		Recommend	
Minor	Major	Minor	Major
Yes	No	Yes	No
[ ]	[ ]	[X]	[ ]
Recommend			
Major			
Yes	No		
[ ]	[ ]		

Date - Approved by Board of Education



**TITLE: Fund Raising Request**

Action: \_\_\_\_\_

Consent:   X  

Information: \_\_\_\_\_

Prepared by: Mike Cooper – Chico High School

**Background Information**

Football Sponsorship Program

**Educational Implications**

Raise funds for the Football Program at CHS

**Fiscal Implications**

We hope to raise between \$15,000 - \$20,000

**Additional Information**

Our goal is to raise money and increase community support

**Recommendation**

I recommend approval of this fund raising request.

## CHICO UNIFIED SCHOOL DISTRICT

1163 East Seventh Street  
Chico, CA 95928-5999

6.B.4(b)

Chico High School  
FUND RAISING REQUEST

All fund raising projects/activities are to be approved by the school principal (minor) or the Board of Education (major) prior to initiating the project/activity. The principal/designee shall maintain a written financial record of each approved fund raising project/activity. Funds generated from the projects/activities shall be deposited in the Associated Student Body account.

SCHOOL Chico HighCLUB OR ORGANIZATION FOOTBALLADVISOR CooperPURPOSE OF THE FUND RAISING PROJECT/ACTIVITY  
Raise Funds for Jerseys, Spirit Packs, Sweatshirts, Etc.

FINANCIAL GOAL OF THE PROJECT: (Major = more than \$5,000 gross)

☐ Minor: Estimated Gross \$ \_\_\_\_\_ Estimated Net \$ \_\_\_\_\_  
☒ Major: Estimated Gross \$ 20,000  
 Estimated Net \$ 18,000

NATURE OF PROJECT/ACTIVITY (i.e., car wash)

Team Sponsorship☐ Class I - A project or series of activities that will be restricted to a school's student and parent population.☐ Class II - A project or series of activities that will extend beyond a school's population and will involve students, parents and members of the general community population in the fund raising effort.

BEGINNING/ENDING DATE(S) AND TIME OF PROPOSED FUND RAISING ACTIVITY(IES):

BEGINNING DATE July 10th ENDING DATE Aug. 12

BEGINNING TIME \_\_\_\_\_ ENDING TIME \_\_\_\_\_

LOCATION Chico's Surrounding CommunityNUMBER OF STUDENTS TO BE INVOLVED 2150RECOMMENDED

Date \_\_\_\_\_ Student Officer's Signature (if applicable) \_\_\_\_\_

5-16-06 \_\_\_\_\_

Date \_\_\_\_\_ Advisor's Signature \_\_\_\_\_

5/17/06 G. Currell

Date \_\_\_\_\_ Director of Activity Signature (if applicable) \_\_\_\_\_

5/22/06 Jim Hanlon

Date \_\_\_\_\_ Principal's Signature \_\_\_\_\_

5-22-06 H. Staley

Date \_\_\_\_\_ Assistant Superintendent's Signature \_\_\_\_\_

Approved by Council:

(Date of Minutes)

Club: \_\_\_\_\_

By: \_\_\_\_\_

(Secretary)

ASB: \_\_\_\_\_

By: B. J. J. J.

(Secretary)

Approval		Recommend	
Minor		Major	
Yes	No	Yes	No
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Recommend			
Major			
Yes	No		
<input type="checkbox"/>	<input type="checkbox"/>		

Date - Approved by Board of Education

**Title: Carl Perkins Grant**

Action:

Agenda Item:

Consent x

Date: **June 21, 2006**

Information

Page 1

Prepared by: **Janet Brinson, Director**

### **Background Information**

Carl D. Perkins Vocational & Technical Education provides local educational agencies with funding for the improvement of secondary and postsecondary vocational and technical education programs.

### **Education Implications**

The Carl Perkins grant strengthens the skills of students through the integration of academics with career technical education programs through a coherent sequence of courses to ensure learning in the core academic and career technical subjects. The funds provide services, activities, modernization of the career technical education programs. Students are provided with a strong experience in and an understanding of all aspects of an industry and Chico High and Pleasant Valley collaborate and build direct ties to post secondary education institutions through its education partnerships with the CSU, Chico Engineering and Butte Community College Media programs.

### **Fiscal Implications**

None to the general fund. The Carl Perkins grant funding will cover all expenses.

### **Additional Information**

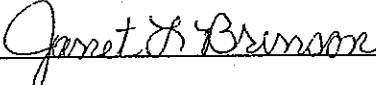
N/A

### **Recommendation**

I recommend that this grant application be approved.

**DUE DATE: JUNE 30, 2006**

**VOCATIONAL EDUCATION APPLICATION FOR FUNDING**  
**Carl D. Perkins Vocational and Technical Education Act of 1998**

<b>LOCAL EDUCATIONAL AGENCY: (LEA)</b> <b>Chico Unified School District</b>		<b>COUNTY-DISTRICT (CD) CODE:</b> <b>04-61424</b>	<b>PROGRAM YEAR</b> <b>2006-2007</b>
<b>ADDRESS OF LEA:</b>  <b>1163 East 7<sup>th</sup> Street</b> <b>Chico, CA 95928</b>		<b>Return Original and One Copy To:</b> Secondary, Postsecondary, and Adult Leadership Division California Department of Education 1430 N Street, Suite 4503 Sacramento, CA 95814 <b>Attention: Russ Weikle</b>	
<b>ALLOCATION AMOUNT:</b>  <b>\$ 90,098</b>	<b>CHECK APPROPRIATE BOX:</b> <input type="checkbox"/> Sec. 112 - State Institutions <input checked="" type="checkbox"/> Sec. 131 - Secondary <input type="checkbox"/> Sec. 132 - Adult/ROCP	<b>BOARD APPROVAL DATE:</b>  <b>June 21, 2006</b>	
<b>PERKINS COORDINATOR: Janet Brinson</b>  <b>TITLE: Director</b>		Telephone Number: (530) 891-3000 Ext: 105 FAX Number: (530) 891-3220 Email Address: jbrinson@chicousd.org	
<b>PERKINS COORDINATOR'S ADDRESS:</b> (If different from LEA address above)			
<b>NAME OF LEA SUPERINTENDENT OR ADMINISTRATOR:</b>  <b>Dr. Chet M. Francisco, Superintendent</b>			
<b>CERTIFICATION:</b> I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the assurances contained in the LEA's application are accepted as the basic conditions in the operations of this program for local participation and assistance.			
<b>PRINTED NAME OF AUTHORIZED AGENT:</b> <b>Janet Brinson</b>		<b>TITLE:</b> <b>Director</b>	
<b>SIGNATURE OF AUTHORIZED AGENT:</b> 		<b>DATE:</b> <b>6/5/06</b>	
<b>CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY</b>			
<b>REVIEWED AND RECOMMENDED FOR APPROVAL BY:</b>			<b>DATE:</b>

**Title: Community-Based English Tutoring Grant**

Action:

Agenda Item:

Consent x

Date: June 21, 2006

Information

Page 1

Prepared by: Janet Brinson, Director

**Background Information**

The purpose of the Community-Based English Tutoring (CBET) Program is for local educational agencies (LEAs) to provide free or subsidized programs of adult English language instruction to parents or other members of the community who pledge to provide personal English language tutoring to English learners. The funds may be used for direct program services, community notification processes, transportation services, and background checks required of the tutors who volunteer in public school settings.

The CSU, Chico Research Foundation, (Foundation) at California State University, Chico, through Professor Hilda Hernandez and Graduate Students in the Teaching International Languages M.A. Degree Program, will provide Chico Unified School District (CUSD) with adult English as a Second Language (ESL) services for parents of English Language Learners attending district schools.

**Education Implications**

The end goal of the CBET program is to assist adults who are learning English with their English acquisition skills so that they, in turn, may support CUSD students who are learning English.

**Fiscal Implications**

None to the general fund. The CBET funding will cover all expenses.

**Additional Information**

N/A

**Recommendation**

I recommend that this grant application be approved.

## Community-Based English Tutoring Program Application Form, Fiscal Year 2006-07

**Submission Postmark Deadline: June 30, 2006**

Please complete the following information to request Community-Based English Tutoring (CBET) program funds:

---

### Local Educational Agency (LEA) Information

Name of LEA      **Chico Unified School District**      County/District Code      **04 / 61424**

Mailing Address      **1163 East 7<sup>th</sup> Street**

City      **Chico**      State      **CA**      Zip Code      **95928-5999**

Program Contact Person Name      **Janet Brinson**

Title/Office      **Director, Educational Services**

Telephone Number      **(530) 891-3000 x 105**      FAX Number      **(530) 891-3220**

E-mail Address      **jbrinson@chicousd.org**

The LEA listed above hereby **requests** allocation of funds from the California Department of Education (CDE) to participate in the CBET Program for fiscal year (FY) 2006-07.

---

### Assurances

The signature of the superintendent or designee of this form acknowledges that the following general assurances will be observed.

1. The conditions established pursuant to California *Education Code* sections 300-340, and *California Code of Regulations*, Title 5, Education, sections 11300-11305 will be met by the LEA in the administration of this program.
2. The LEA will use fiscal control and accounting procedures that will ensure proper disbursements and accounting of state funds paid to that agency under the program. The LEA will make all records available for audit when requested.
3. Funds may be used for direct program services, community notification processes, transportation services, and background checks related to the tutoring program.
4. The LEA will be responsible for expending these funds to provide free or subsidized adult English-language instruction for parents or community members who have pledged to provide personal English-language tutoring to kindergarten through grade twelve English learners.

(continued on reverse side)

5. Pledge records will consist of the following information: name of school district, name of school, and the name and signature of parent or community member committed to tutor English learners. These records will be maintained for audit.

### Certification and Signature

I certify that: (1) the planned allocation and expenditures of funds for the Community-Based English Tutoring (CBET) program are for educational services for eligible participants; (2) the expenditures of funds and the programmatic activities will be conducted in accordance with federal and state statutes and regulations, including the assurances contained in this application; and (3) full records of program activities and expenditures will be maintained and made available for review and/or audit by the CDE and/or the representatives or designees of the Department.

I hereby certify that I have read the conditions contained in this document and agree to comply with all requirements as a condition of funding and that to the best of my knowledge the information contained in this CBET application form is complete and correct.

**Chet M. Francisco, Superintendent**  
Print Name of Superintendent or Designee

\_\_\_\_\_  
Signature of Superintendent or Designee

\_\_\_\_\_  
Date

### Board Approval

\_\_\_\_\_  
Print Name of Presiding Officer of Governing Board

**June 21, 2006**  
Board Approval Date

\_\_\_\_\_  
Signature of Presiding Officer of Governing Board

\_\_\_\_\_  
Date

This CBET Application Form, FY 2006-07 is to be submitted to the CDE and postmarked on or before June 2, 2006. Return this form to:

David Almquist, Education Programs Assistant  
Language Policy and Leadership Office  
CBET Program  
California Department of Education  
1430 N Street, Suite 4309  
Sacramento, CA 95814-5901

**Title: Agricultural Vocational Education Incentive Grant**

Action:

Agenda Item:

Consent x

Date: **June 21, 2006**

Information

Page 1

Prepared by: **David M. Wemp, Chico High****Background Information**

The **Agricultural Vocational Education Incentive Grant** provides local educational agencies (LEAs) with funds to be used to improve the quality of their **agricultural vocational education** programs. The goal is to maintain a high-quality, comprehensive **agricultural vocational** program in California's public school system to ensure a constant source of employable, trained, and skilled individuals.

**Education Implications**

Benefits of agricultural education programs are:

- Collaboration, articulation, and networking with all levels of delivery systems (elementary through postsecondary) for instructors
- Supervised entrepreneurial and workplace learning experiences for students
- Linkages and partnerships with business and industry for instructors and students
- Professional development opportunities for teachers, administrators, and counselors
- Curriculum development based on performance and content standards for instructors
- On-site technical assistance in programs for instructors and students
- A foundation for students in the academic and technical skills necessary for career and personal success
- Student leadership and interpersonal skills
- An authentic assessment of knowledge, skills, and abilities through on-demand demonstrations and portfolios

**Fiscal Implications**

None to the general fund. Expenses will be covered by Agricultural Vocational Education Incentive Grant.

**Additional Information**

N/A

**Recommendation**

I recommend that this grant be approved.



**AGRICULTURAL VOCATIONAL EDUCATION INCENTIVE GRANT  
2006-2007 APPLICATION FOR FUNDING**  
(Due Date: To be received in Regional Supervisor's Office by June 30, 2006)  
**DATES OF PROJECT DURATION - JULY 1, 2006 TO JUNE 30, 2007**

Chico High School  
(School Site)

Chico Unified School District  
(District)

**Certification:** I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions in the operations in this project/program for local participation and assistance.

Janet O. Brannon

Signature of Authorized Agent

David M. Wells

Signature of Agriculture Teacher  
Responsible for the Program

Director, Educational Services

Title

Jim Hannon

Signature of Principal

Contact Phone Number 530.891.3026 ext 382

Date of Approval of Local Agency Board: \_\_\_\_\_

Funds Requested - Part I

\$7,056.00

Part II

\$12,000.00

Part III

\$0.00

Total

\$19,056.00

Number of Different Agriculture Teachers at Site: \_\_\_\_\_

3

**PART I - QUALITY CRITERIA 1-9 (REQUIRED) ALLOCATION**

Quality Criteria	Will Meet Criteria	Variance Requested
1. Curriculum and Instruction	<u>X</u>	<u>          </u>
2. Leadership and Citizenship Development	<u>X</u>	<u>          </u>
3. Practical Application of Occupational Skills	<u>X</u>	<u>          </u>
4. Qualified and Competent Personnel	<u>X</u>	<u>          </u>
5. Facilities, Equipment, and Materials	<u>X</u>	<u>          </u>
6. Community, Business and Industry Involvement	<u>X</u>	<u>          </u>
7. Career Guidance	<u>X</u>	<u>          </u>
8. Program Promotion	<u>X</u>	<u>          </u>
9. Program Accountability and Planning	<u>X</u>	<u>          </u>

**Formal Variance Request must be included if Requesting Variance.** Request must include a plan for bringing the program into compliance.

## PART I - CONTINUED

Departmental Allocation: Meeting the criteria in PART I makes the program eligible for the following amounts based on the number of teachers in the program.

Total Number of Teachers	Amount Eligible	Amount Requested
One Teacher or Less	\$4,000	
Two Teachers	\$4,500	
Three Teachers or More	\$5,000	\$5,000.00
Total Number of Students	2005-06 R2 Number	Amount Requested
List Number from R2 Report (\$8/Member)	257	\$2,056.00

TOTAL FUNDS REQUESTED PART 1 (Add amount requested for number of teachers and amount requested for number of students.

\$7,056.00

## PART II - QUALITY CRITERIA 10-11 (OPTIONAL) ALLOCATION

Schools which qualify for a Departmental Allocation may apply for additional amounts for each specific Quality Criteria (10 and 11) met.

- \* Amounts requested in Quality Criteria 10 will be the indicated amount for that criteria, multiplied by the full-time equivalent (FTE). To count a Prep Period, the teacher must be teaching 50% of their teaching periods in agriculture.
- \* Amounts requested in Quality Criteria 11A will be the indicated amount for each teacher who was compensated a minimum of \$2,000 for year round employment.
- \* Amounts requested in Quality Criteria 11B will be the indicated amount for each teacher who is provided a Project Supervision Period.

Number of FTE Agriculture Teachers at Site:

3

List the Names of the Agriculture Teachers:

David Wemp	5
Quinn Mendez	6
Kevin Payne	7
4	8

	Number Meeting Criteria	Amount Requested
Criteria 10 - Student/Teacher Ratio (\$2000/FTE)		\$0.00
Criteria 11 - Year Round Employment (\$2000/Teacher)	3	\$6,000.00
Criteria 11 - Project Supervision Period (\$2000/Teacher)	3	\$6,000.00

TOTAL FUNDS REQUESTED PART II

\$12,000.00

## PART III - QUALITY CRITERIA 12 (OPTIONAL) ALLOCATION

Quality Criteria 12 form is attached and all criteria has been met. If the answer is yes, list \$3,000 (funds requesting) in space to the right.

no

## PART IV - FINANCIAL SCHEDULE

## Part A

Line	Acct. No.	Classification	A Description of Item for which funds will be	B Incentive Grant Funds	C Matching Funds
1	4000	Books & Supplies		10,300.00	10,300.00
2			Subtotal for 4000	\$10,300.00	\$10,300.00
3	5000	Services and other Operating	1 professional developmer	5,256.00	5,256.00
4		Expenses such as Personal	2 transportation fees		
5		Services of Consultants, Staff	3 student leadership		
6		Travel, and Conference; Rentals,	4 equipment repair		
		leases, and Repairs; Bus	5 pickup fuel		
7		Transportation	6		
8			Subtotal for 5000	\$5,256.00	\$5,256.00
9	6000	Capital Outlay includes sites and	1 pickup payment	3,500.00	3,500.00
10		improvements of sites; buildings,	2		
11		and improvement of buildings,	3		
		equipment; equipment;	4		
12		replacement	5		
13			Subtotal for 6000	\$3,500.00	\$3,500.00
14			Total for 4000- 6000 Lines 2,8,13	\$19,056.00	\$19,056.00

TOTAL 2006-2007 Incentive Grant Allocation:

\$19,056.00

Part B - Complete this portion if a waiver of the matching requirement was granted.

Line	Acct No.	Classification	A Description of Item for which funds were expended	B Incentive Grant Funds	C Amount of Salary and Benefits
15	1000	Salaries	Teacher's <u>summer service</u> salaries		
16	1000	Salaries	Teachers salaries for <u>project supervision period</u>		
17	3000	Benefits	Benefits for the Above Items (1000)		
18			TOTAL		\$0.00

TOTAL Amount of Waiver Requested:

**CHICO UNIFIED SCHOOL DISTRICT****FIRST AMENDMENT TO****CONTRACT OF EMPLOYMENT OF DISTRICT SUPERINTENDENT**

This Agreement is entered into and effective on \_\_\_\_\_, by and between the Board of Trustees of the Chico Unified School District ("Board"), the Chico Unified School District ("District") and Dr. Chet Francisco ("Superintendent") (Parties).

Effective September 21, 2005, the Parties entered into a Contract of Employment of District Superintendent (Contract). By this First Amendment, the Parties, and each of them, intend to and hereby do amend the Contract by adding the following language to Paragraph 10:

The District and Board agree that all benefits listed in this Paragraph and/or encompassed by this Contract, including but not limited to health, welfare, insurance, retirement, sick leave and vested vacation benefits, may be applied to salary as permitted by STRS provisions, provided that is done with no net cost to the District.

The parties intend that this amendment be effective September 21, 2005. In all other respects the Contract shall remain unchanged. The Parties intend that the Contract and this First Amendment shall constitute the whole and complete employment agreement between the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2006, by the Board of Education, Chico Unified School District and the Superintendent.

**CHICO UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES**

\_\_\_\_\_  
Rick Rees, President

\_\_\_\_\_  
Jann Reed, Vice President

\_\_\_\_\_  
Scott Huber, Clerk

\_\_\_\_\_  
Rick Anderson, Member

\_\_\_\_\_  
Anthony Watts, Member

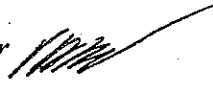
I accept the above:

\_\_\_\_\_  
Dr. Chet Francisco, Superintendent

**TITLE: Notice of Completion: New Photovoltaic Panels at the  
Little Chico Creek Elementary School**

Action \_\_\_\_\_  
Consent   X    
Information \_\_\_\_\_

Agenda Item  
June 21, 2006  
Page 1 of 1

Prepared by: *Michael Weissenborn, Facilities Planner/Construction Manager* 

**Background information**

The Little Chico Solar Project was proposed by Board Member Anthony Watts and Norm Nielsen of Chico Electric. The project is intended to generate a large portion of the power currently used at Little Chico Creek. This project is part of the Pacific Gas & Electric Self-Generation Incentive Program authorized by the CA Public Utilities Commission.

**Educational Implications**

The Little Chico Creek Solar Project provides a multitude of opportunities to discuss both the science and the mechanics of solar power generation. Teachers at Little Chico Creek are excited about including the solar power system in their science curriculum. The kiosk, located in the library, along with the web based monitoring system, will allow students to monitor the power being generated at their school.

**Fiscal Implications**

This project is being funded by Certificates of Participation (COPs). The COPs will be repaid by the energy savings generated by the solar panels.

Notice of Completions are filed with the County Clerk to notify all interested parties of a project's completion and give them 35 days to file any claims or liens against the project. After 35 days, if no liens or claims have been filed, the retention is released to the general contractor.

**Additional Information**

**Recommendation**

It is requested that the Board of Education approve this Notice of Completion.

## WHEN RECORDED MAIL TO:

Randy Meeker  
 Assistant Superintendent, Business Services  
 Chico Unified School District  
 1163 East Seventh Street  
 Chico, California 95928-5999

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

DSA FILE NO. 4-12  
 DSA APPL NO. 02-107676  
 PROJECT NO. 25000.1

## NOTICE OF COMPLETION

1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.
2. The FULL NAME of the OWNER is **CHICO UNIFIED SCHOOL DISTRICT.**
3. The FULL ADDRESS of the OWNER is **1163 EAST SEVENTH STREET, CHICO, CALIFORNIA, 95928-5999.**
4. The NATURE OF THE INTEREST or ESTATE of the undersigned is : **IN FEE**
5. A work of improvement on the property hereinafter described was **COMPLETED** on **June 1, 2006** and accepted by the Chico Unified School District on **June 21, 2006.**
6. The work of improvement completed is described as follows: **FURNISHING OF ALL LABOR, MATERIALS AND SERVICES FOR THE NEW PHOTOVOLTAIC PANELS AT THE LITTLE CHICO CREEK ELEMENTARY SCHOOL FOR THE CHICO UNIFIED SCHOOL DISTRICT, CHICO, BUTTE COUNTY, CALIFORNIA.**
7. The NAME OF THE ORIGINAL CONTRACTOR for such work of improvement is **Chico Electric, 36 W. Eaton Road, Chico, CA 95973.**
8. The street address of said property is:  

**LITTLE CHICO CREEK ELEMENTARY SCHOOL – 2090 Amanda Way, Chico, CA 95926**
9. The property on which said improvement was completed in the **CITY OF CHICO, COUNTY OF BUTTE, STATE OF CALIFORNIA**, and described as follows:

**ASSESSORS PARCEL NUMBERS: 002-110-081**

Chico Unified School District

Date: \_\_\_\_\_ Signature of Owner or agent of owner \_\_\_\_\_  
 Randy Meeker, Assistant Superintendent, Business Services

Verification for NON-INDIVIDUAL OWNER: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the Assistant Superintendent, Business Services of the aforesaid interest in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

\_\_\_\_\_  
 Date and Place

\_\_\_\_\_  
 (Signature of person signing on behalf of owner)

# MEMORANDUM

---

**To:** CHICO UNIFIED SCHOOL BOARD  
**From:** SCOTT JONES, DIRECTOR-FISCAL SERVICES  
**Date:** 6/21/2006  
**Re:** DECLARATION OF SURPLUS PROPERTY

---

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

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

## Unrepairable Surplus Property 4/17/06

D#	Description	Serial #	District ID#	Cond.	Transfer /Sold	Rec'd From	Work Order#	Value	Universal Waste
1 5594	VCR	SB31651037	13159	3	Whse	ROSEDALE	SCH TO TRANS		X
2 5600	MOTOROLA WALKIE TALKIE	NONE	19069	3	Whse	NEAL DOW	20846		X
3 5602	VCR	K6MC18139	9075	3	Whse	CHS	SCH TO TRANS		X
4 5603	DISHWASHER	MM738678Y	NONE	3	gone	LOMA VISTA	Ginno's-trade in	N/A	
5 5605	EPSON STYLUS C60	DQK238860	NONE	3	Whse	PVHS	21011	0	X
6 5605	OVERHEAD PROJECTOR	170536	11872	3	Whse	PVHS	21011	0	X
7 5608	GESTETNER COPY MACHINE	NONE	460163	3	Whse	HOOKER OAK	21103		X
8 5611	EPSON PRINTER STYLUS COLOR	CMR1241514	22746	3	Whse	PVHS	21088		X
9 5614	PROXIMA DESKTOP PROJECTOR	G7407634	464004	3	Whse	CHS	SCH TO TRANS		X
10 5617	OVERHEAD PROJECTOR	NONE	22160	3	Whse	CHAPMAN	21071	0	X
11 5617	OVERHEAD PROJECTOR	NONE	12144	3	Whse	CHAPMAN	21071	0	X
12 5617	OVERHEAD PROJECTOR	NONE	16305	3	Whse	CHAPMAN	21071	0	X
13 5617	OVERHEAD PROJECTOR	NONE	16306	3	Whse	CHAPMAN	21071	0	X
14 5617	OVERHEAD PROJECTOR	NONE	16309	3	Whse	CHAPMAN	21071	0	X
15 5617	VCR-FUNAI	NONE	95928	3	Whse	CHAPMAN	21071	0	X
16 5617	CAMCORDER-RCA	NONE	8728	3	Whse	CHAPMAN	21071	0	X
17 5621	BLUE CHAIR	N/A	N/A	3	Whse	D.O.	21198	0	X
18 5621	SECRETARY CHAIR	N/A	N/A	3	Whse	D.O.	21198	0	X

Condition:

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



PROPOSED AGENDA ITEM: GenYes (EETT-c) Grant equipment purchase☒ Consent☐ Information OnlyBoard Date: June 21, 2006☐ Discussion/ActionBackground Information

EETT-c = Enhancing Education Through Technology – competitive grant award  
Part of No Child Left Behind

This grant provides cross staff development between (primarily 4<sup>th</sup>-6<sup>th</sup> grade) students and teachers for projects that integrate technology into the curriculum. This grant provides funding for one wireless laptop cart for each of the five elementary schools involved in this program. The laptops and carts will be purchased from Dell Marketing at a cost of \$145,000, and the authority for this purchase falls under the Western States Contracting Alliance (WSCA) master price agreement #A63307. The equipment will be delivered after July 1<sup>st</sup> and should be ready to use in the five GenYes schools in early fall.

Education Implications

The lessons prepared, the additional tech support by students, and access to more up-to-date, mobile computers will strengthen academic programs, designed to meet existing CUSD standards & benchmarks.

Fiscal Implications

No impact on General Fund. Paid 100% with Federal grant.

Recommendation

Authorization for Assistant Superintendent, Business Services to approve the purchase order

Prepared by: Vikki Gillett

Title: Proposed Agenda Item

Action: \_\_\_\_\_  
 Consent: \_\_\_\_\_  
 Information: \_\_\_\_\_

Agenda Item:  
 May 17, 2006  
 Page

Prepared by: Charles Copeland  
 Pleasant Valley High School

### **Background Information**

Recommendation to adopt new textbook for Advanced Placement United States History.

Tindall and Shi. *America: A Narrative History*, 6<sup>th</sup> edition. W.W. Norton Company.

A.P. U.S. History has been using a textbook first adopted about 12 years ago. Because this is a History/Social Science adoption year, this is the opportunity to replace aging textbook.

### **Educational Implications**

A more user-friendly textbook. Superior narration, but also very good balance of historical interpretation.

Textbook also more closely parallels the State Standards for 11<sup>th</sup> Grade American History, especially in the Post-World War II era.

### **Fiscal Implications**

New textbook price about \$65. Replacement of previous text approximately \$105 per book.

### **Additional Information**

New textbook has excellent on-line supplementary primary documents.

### **Recommendation**

Please adopt this text.

# CHICO UNIFIED SCHOOL DISTRICT REQUEST FOR TEXTBOOK APPROVAL

7.A.1(b)

Page 1 of 3

**Department:** History/Social Science **Course:** A.P. U.S. Hist **Grade Level:** 11  
Charles Copeland **Author:** Pleasant  
**Contact Person:** Valley High **Campus:** School

**\*\*\*Please include six copies of the text or instructional materials when submitting this form.\*\*\***

## A. New Adoption

### 1. Proposed Text

**Title:** America: A Narrative History  
**Edition/# of Pages** 6<sup>th</sup> Edition 1512 pages plus 204 pages of appendix material  
**Author:** George Brown Tindall and David E. Shi  
**Publisher:** W.W. Norton  
**Copyright Date:** Original copyright 1984, 6<sup>th</sup> edition 2004  
**Current List Price:** About \$65  
**Material is on the California Legal Compliance List?** YES NO

2. Approximately how many classes will be using this text? 3 sections of A.P. History  
 How many copies of the text will be purchased? 120 copies

3. List other districts using this text: \_\_\_\_\_

4. List other textbooks considered in the selection and their current list price:  
 Current textbook – see next page – cost approximately \$105 per book

5. The proposed text for all courses that have state approved standards must align with those standards. Indicate areas that are supported by the proposed text and areas where supplementary material will be needed. Attach a list of those standards and the corresponding text correlation.

Check each criterion that applies in terms of the course and ability level to which the material is to be submitted	Excellent	Good	Average	Poor	Does not apply
1. How well does the material align with Chico Unified School District Standards and Benchmarks?		✓			
2. How well does the material align with California State Standards?		✓			
3. How well does the material cover the scope of student and teacher needs at the grade level for which it is being considered?	✓				
4. How well does material employ a variety of pedagogical methods of instruction?		✓			
5. How well are the assessment tools linked to the content and instructional methodology?					✓
6. How successfully are formal, informal and alternative assessment systems incorporated into the teacher resource guide?					✓
7. How well does the material provide for the needs of English language learners?					✓
8. How appropriate are the supplementary materials in supporting the effective use of the text?	✓				
9. To what degree does the teacher resource material provide support and guidance?					✓
10. Classify the ease of use of the teachers' manual?					✓

**CHICO UNIFIED SCHOOL DISTRICT**

# REQUEST FOR TEXTBOOK APPROVAL

7.A.1(c)

Page 2 of 3

6. Is supplementary material available for the adoption? ☒ YES ☐ NO  
Is it necessary for instructional purposes? YES ☒ NO

If yes, why?

What costs are involved?

7. Textbook previously used

**Title:** American Pageant

**Author:** Bailey, Kennedy, Cohen

**Publisher:** Houghton Mifflin

**Copyright Date:** 1998 – 11<sup>th</sup> edition

- a. Date of initial adoption: Unknown

- b. State reason for the previous text no longer serving the purpose for which it was originally adopted:

Previous text is satisfactory. New text is superior ...

- Superior narrative style
- Better choices of material
  - more balance
  - conforms better to A.P. test
  - conforms better to STAR tests and California Standards
- Online supplementary resources are superior.

CHICO UNIFIED SCHOOL DISTRICT  
REQUEST FOR TEXTBOOK APPROVAL

Page 3 of 3

ORIGINAL

7.A.1(d)

STEP 1 - DISTRICT OFFICE APPROVAL

Review by CUSD Director of Curriculum

Date

ONLY PROCEED TO STEP 2 AFTER COMPLETING STEP 1.

STEP 2 - DEPARTMENT CHAIRPERSON APPROVAL TO USE TEXTBOOK

Chico High School Department Chairperson

Date

Pleasant Valley High School Department Chairperson

Date

Fair View High School Department Chairperson

Date

Oakdale High School Department Chairperson

Date

STEP 3 - CAMPUS PRINCIPAL APPROVAL

Chico High School Principal

Date

Pleasant Valley High School Principal

Date

Fair View High School Principal

Date

Oakdale High School Principal

Date

Appropriate consideration in the above Steps 2 and 3 above must be made within 10 days of receipt.  
Consideration may be: approval or rejection. If rejected, it must be returned to originator with rationale.

Task Force Approval (if appropriate)

Date

CUSD Educational Services Approval

Date

Governing Board Approval

Date

**CHICO UNIFIED SCHOOL DISTRICT  
REQUEST FOR TEXTBOOK APPROVAL**

7.A.1(e)

Page 3 of 3

**STEP 1 - DISTRICT OFFICE APPROVAL**

Review by CUSD Director of Curriculum

Date

**ONLY PROCEED TO STEP 2 AFTER COMPLETING STEP 1.**

**STEP 2 - DEPARTMENT CHAIRPERSON APPROVAL TO USE TEXTBOOK**

Chico High School Department Chairperson

Date

  
Pleasant Valley High School Department Chairperson

Date

Fair View High School Department Chairperson

Date

  
Oakdale High School Department Chairperson

Date

**STEP 3 - CAMPUS PRINCIPAL APPROVAL**

Chico High School Principal

Date

Pleasant Valley High School Principal

Date

Fair View High School Principal

Date

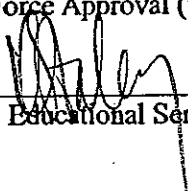
Oakdale High School Principal

Date

Appropriate consideration in the above Steps 2 and 3 above must be made within 10 days of receipt.  
Consideration may be: approval or rejection. If rejected, it must be returned to originator with rationale.

Task Force Approval (if appropriate)

Date

  
CUSD Educational Services Approval

Date

Governing Board Approval

Date

**CHICO UNIFIED SCHOOL DISTRICT  
REQUEST FOR TEXTBOOK APPROVAL**

7.A.1(f)

Page 1 of 3

Department:

History/Social Science

Course:

Advanced Placement

Grade Level:

11

Contact Person:

Capeland

Campus:

Pleasant Valley High

\*\*\*Please include six copies of the text or instructional materials when submitting this form.\*\*\*

**A. New Adoption**

**1. Proposed Text**

Title:

America: A Narrative History

Edition/# of Pages

6th Edition - 2004

Author:

George Brown Tindall & David E. Shi

Publisher:

W.W. Norton

Copyright Date:

Original 1984

6th Edition 2004

Current List Price:

about \$65

Material is on the California Legal Compliance List? ☐ YES ☐ NO

2. Approximately how many classes will be using this text? 3 sections of A.P.  
How many copies of the text will be purchased? 160 - inclu classroom set
3. List other districts using this text: \_\_\_\_\_
4. List other textbooks considered in the selection and their current list price:

Current text - see next page - approx \$105<sup>00</sup>

5. The proposed text for all courses that have state approved standards must align with those standards. Indicate areas that are supported by the proposed text and areas where supplementary material will be needed. Attach a list of those standards and the corresponding text correlation.

Check each criterion that applies in terms of the course and ability level to which the material is to be submitted	Excellent	Good	Average	Poor	Does not apply
1. How well does the material align with Chico Unified School District Standards and Benchmarks?		✓			
2. How well does the material align with California State Standards?		✓			
3. How well does the material cover the scope of student and teacher needs at the grade level for which it is being considered?	✓				
4. How well does material employ a variety of pedagogical methods of instruction?		✓			
5. How well are the assessment tools linked to the content and instructional methodology?					✓
6. How successfully are formal, informal and alternative assessment systems incorporated into the teacher resource guide?					✓
7. How well does the material provide for the needs of English language learners?					✓
8. How appropriate are the supplementary materials in supporting the effective use of the text?	✓				
9. To what degree does the teacher resource material provide support and guidance?					✓
10. Classify the ease of use of the teachers' manual?					✓

CHICO UNIFIED SCHOOL DISTRICT  
REQUEST FOR TEXTBOOK APPROVAL

7.A.1(g)

Page 2 of 3

6. Is supplementary material available for the adoption? ☒ YES ☐ NO

Is it necessary for instructional purposes? ☐ YES ☒ NO

If yes, why?

What costs are involved?

7. Textbook previously used

Title:

Author:

Publisher:

Copyright Date:

American Pageant

Bailey, Kennedy, Cohen

Houghton M. Mifflin

1998 - 11th Edition

a. Date of initial adoption: Unknown

b. State reason for the previous text no longer serving the purpose for which it was originally adopted:

*Previous text is satisfactory. New text is superior.*

- Superior narrative style.
- Better choices of material
  - more balance.
  - conforms better to A.P. test.
- Online supplementary resources are superior.



CHICO UNIFIED SCHOOL DISTRICT  
REQUEST FOR TEXTBOOK APPROVAL

7.A.1(h)

Page 3 of 3

STEP 1 - DISTRICT OFFICE APPROVAL

Review by CUSD Director of Curriculum

Date

ONLY PROCEED TO STEP 2 AFTER COMPLETING STEP 1.

STEP 2 - DEPARTMENT CHAIRPERSON APPROVAL TO USE TEXTBOOK

Chico High School Department Chairperson

Date

Pleasant Valley High School Department Chairperson

Date

Fair View High School Department Chairperson

Date

Oakdale High School Department Chairperson

Date

STEP 3 - CAMPUS PRINCIPAL APPROVAL

Chico High School Principal

Date

Pleasant Valley High School Principal

Date

Fair View High School Principal

Date

Oakdale High School Principal

Date

Appropriate consideration in the above Steps 2 and 3 above must be made within 10 days of receipt.  
Consideration may be: approval or rejection. If rejected, it must be returned to originator with rationale.

Task Force Approval (if appropriate)

Date

CUSD Educational Services Approval

Date

Governing Board Approval

Date

CHICO UNIFIED SCHOOL DISTRICT  
REQUEST FOR TEXTBOOK APPROVAL  
Page 3 of 3

7.A.1(1)

STEP 1 - DISTRICT OFFICE APPROVAL

Review by CUSD Director of Curriculum

Date

ONLY PROCEED TO STEP 2 AFTER COMPLETING STEP 1.

STEP 2 - DEPARTMENT CHAIRPERSON APPROVAL TO USE TEXTBOOK

  
Chico High School Department Chairperson

Date

5/8/06

  
Pleasant Valley High School Department Chairperson

Date

3/31/06

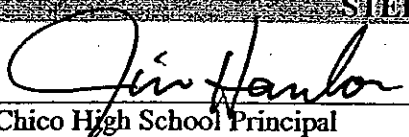
Fair View High School Department Chairperson

Date

Oakdale High School Department Chairperson

Date

STEP 3 - CAMPUS PRINCIPAL APPROVAL

  
Chico High School Principal

Date

5/8/06

Pleasant Valley High School Principal

Date

Fair View High School Principal

Date

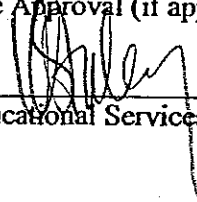
Oakdale High School Principal

Date

Appropriate consideration in the above Steps 2 and 3 above must be made within 10 days of receipt.  
Consideration may be: approval or rejection. If rejected, it must be returned to originator with rationale.

Task Force Approval (if appropriate)

Date

  
CUSD Educational Services Approval

Date

5-11-06

Governing Board Approval

Date

**TITLE: Proposed Agenda Item**

Declaration of Need for Fully Qualified Educators

Action: ☒  
Consent: ☐  
Information: ☐

Agenda Item:  
June 21, 2006  
Page 1

Prepared by: Bob Feaster, Assistant Superintendent-Human Resources

**Background Information**

There is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. This declaration would support any Emergency Credential and/or Limited Assignment Permit applications that might need to be submitted to the California Commission on Teacher Credentialing during the 2006//2007 school year in hard to fill subject areas.

**Educational Implications**

None

**Fiscal Implications**

None

**Additional Information**

None

**Recommendation**

Consider adoption of a "Declaration of Need for Fully Qualified Educators" through June 30, 2007 for Emergency Credential and/or Limited Assignment Permits based on previous year's needs.



State Of California  
California Commission On Teacher Credentialing  
Box 944270  
1900 Capitol Avenue  
Sacramento, CA 94244-2700

Telephone:  
(916) 445-7254 or (888) 921-2682  
E-mail: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
Web site: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

- ☒ Original declaration of need for year 2006-07  
☐ Revised declaration of need for year \_\_\_\_\_

### For Service in a School District

Name of District Chico Unified School District District CDS Code 61424  
 Name of County Butte County CDS Code 04

By submitting this annual Declaration the district is certifying the following:

- a diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- if a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 06 / 21 / 05 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► *Enclose a copy of the Board agenda item*

With my signature below I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2007.

Submitted by (Superintendent, Board Secretary, or Designee):

Dr. Chet Francisco		Superintendent
Name	Signature	Title
(530) 891-3211	(530) 891-3000	June 22, 2006
Fax Number	Telephone Number	Date
	1163 East 7th Street, Chico CA 95928	
Mailing Address		
<a href="mailto:jmeriwet@chicousd.org">jmeriwet@chicousd.org</a>		
E-Mail Address		

### For Service in a County Office of Education, State Agency or Non-Public School or Agency

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_  
 Name of State Agency \_\_\_\_\_  
 Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

(Complete only the appropriate line.)

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_\_/\_\_\_\_/\_\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_.

► *Enclose a copy of the public announcement*

(continued)

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
E-Mail Address		

- This declaration must be on file with the California Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency

### Areas of Anticipated Need for Fully Qualified Educators

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD (applicant already holds teaching credential)	1
BCLAD (applicant already holds teaching credential)	
List Target Language(s) for BCLAD Permit(s)	
Resource Specialist	
Library Media Teacher Services	
Clinical or Rehabilitative Services:	
Language, Speech and Hearing	
Special Class Authorization	

### Limited Assignment Permits

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of limited assignment permits the employing agency estimates it will need in multiple subject and single subject areas.

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	1
Single Subject	1
TOTAL	2

(continued)

### Efforts to Recruit Certificated Personnel

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for more details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable teacher is not available to the school district, the district made a reasonable effort to recruit an individual for the assignment, in the following order:

- an individual who is scheduled to complete initial preparation requirements within six months
- a candidate who qualifies and agrees to participate in an approved internship program in the region of the school district

### Efforts to Certify, Assign, and Develop Fully Qualified Personnel

Has your agency established a District Intern program?

☐ Yes

☒ No

If no, explain. CUSD has a strong working relationship with the Student Teaching Program at CSU Chico

Does your agency participate in a Commission-approved college or university internship program?

☒ Yes

No

If yes, how many interns do you expect to have this year? 1

If yes, list each college or university with which you participate in an internship program. CSU Chico

\_\_\_\_\_

If no, explain why you do not participate in an internship program.

\_\_\_\_\_

**TITLE: Developer Fee Report**Action:   X  Consent:           Information:           Agenda Item:  
June 21, 2006  
Page

Prepared by: Mary K. Leary, Director, Maintenance/Operations/Transportation

**Background Information**

The purpose of the Developer Fee Report is to examine the relationship between projected student enrollment attributable to new development and the need for increased school facilities to house these students.

**Educational Implications**

The District has a statutory responsibility to provide an education for all students within its boundaries but has a limited capacity to house these students. As the community grows, the District must find ways of housing the additional students.

**Fiscal Implications**

Allows the District to assist in funding facilities for students attributable to new development.

**Additional Information****Recommendation**

Recommend that the Board of Education authorize the District to levy developer fees in the amount of \$2.63 per square foot of new residential development and additions to existing residential development in excess of 500 square feet.

**RESOLUTION NO. 959-06****A RESOLUTION OF THE GOVERNING BOARD  
OF THE CHICO UNIFIED SCHOOL DISTRICT  
ESTABLISHING AN IMPACT FEE ON RESIDENTIAL DEVELOPMENT**

WHEREAS, the Chico Unified School District (hereinafter "District") has adopted and implemented Resolution No. 902-04, establishing development fees to partially mitigate the impacts of new development on school facilities; and

WHEREAS, the Developer Fee Justification Study, dated May 2006, and attached hereto as Exhibit A, quantifies the impacts of residential development on school facilities at \$2.93 per square foot of new residential development; and

WHEREAS, the residential impact fees established by Resolution No. 902-04 do not fully mitigate the impacts of residential development on school facilities; and

WHEREAS, the District, through adoption of Resolution No. 486-92, has adopted a policy calling for full mitigation of the impacts of growth on school facilities; and

WHEREAS, the State Allocation Board, in accordance with Government Code §65995(b)(3), has increased the amount of the fee that the District may directly impose on new residential development to \$2.63 per square foot of new residential development;

NOW, THEREFORE, be it resolved that the Board of Education of the District (hereinafter "Board") finds and directs as follows:

1. Procedure and Public Hearing. The Board has conducted a duly noticed public hearing at which it has received and examined the written evidence attached hereto as Exhibit A and incorporated herein by reference. At the hearing, additional oral and written evidence and testimony have been considered. The evidence and testimony support the findings herein.

2. Overcrowding of School Facilities. Conditions of overcrowding exist in one or more attendance areas within the District, which will impair the normal functioning of educational programs. These conditions are due to new residential development that has increased, and is anticipated to continue to increase enrollment beyond the capacity of the District's facilities.

3. Establishment of Fee. Based upon the findings contained herein, the Board hereby establishes a fee, charge, dedication or other requirement in the amount of Two Dollars and Sixty-Three Cents (\$2.63) per square foot of assessable space of residential construction, as described in Education Code 17620, to partially mitigate the impact of new residential development on the District's school facilities. This fee shall replace the residential development fee established by Resolution No. 902-04. Resolution No. 902-04 is rescinded on the effective date of this Resolution.

4. Purpose and Use of Fee. The purpose of the fees, charges, dedications or other requirements established herein, and the use to which the proceeds thereof will be put, are to finance the construction and/or reconstruction of school facilities. The proceeds shall also be used for reimbursement of the administrative costs incurred in collecting and repaying fees, charges,



dedications, and other requirements and for the costs of performing any study and otherwise making the findings and determinations required by law related to the adoption of this Resolution, as well as any other use permitted by law. The public facilities to be financed hereby are identified in Exhibit A, and in the documents listed in and/or referred to in Exhibit A.

5. Nexus Findings. Based upon the written and oral evidence and testimony, including but not limited to, the documents contained, listed and/or referred to in Exhibit A hereof, the Board finds as follows:

A. there is a reasonable relationship between the use of the fees, charges, dedications, and other requirements established herein and the type of development project on which they are imposed;

B. there is a reasonable relationship between the need for the above described public facilities and the type of development project on which the fees, charges, dedications, and other requirements established herein are imposed;

C. there is a reasonable relationship between the amount of the fees, charges, dedications, and other requirements established herein and the cost of the public facilities or portion of the public facilities attributable to the development on which they are imposed; and

D. the fees, charges, dedications, and other requirements established herein do not exceed the estimated reasonable cost of providing the service or facility for which they are imposed.

6. Notification of Local Agencies. A copy of this Resolution shall be transmitted, after its effective date, to the County of Butte and the City of Chico, accompanied by all relevant supporting documentation and a map clearly indicating the boundaries of the area subject to the fees, charges, dedications and other requirements established herein. The fees, charges, dedications, or other requirements levied hereunder are not subject to the restrictions set forth in Government Code Section 66007(a), and the transmittal shall include notice to that effect.

7. Condition to Issuance of Building Permit. No city or county may issue a building permit for any residential development project, as defined by law, absent certification by the Assistant Superintendent, Business Services or his/her designee of (1) compliance by that project with any fee, charge, dedication, or other requirement under this Resolution or (2) his/her determination that the fee, charge, dedication, or other requirement does not apply to the development project.

8. Payment of Fee. In order to obtain the Certificate of Compliance for a building permit, the residential development project shall pay to the District the applicable fee, charge, dedication, or other requirement equal to Two Dollars and Sixty-Three Cents (\$2.63) per square foot of assessable space, as defined by law and in the regulations adopted pursuant to this Resolution. Pending further review, no fee will be levied on senior citizen housing as defined in Government Code Section 65995.1 and subject to the conditions set forth therein.

9. Validity of Certificate of Compliance. Any Certificate of Compliance with the requirements of this Resolution, issued based upon a representation to the District of the square footage of the development project in question, shall be automatically canceled in the event that the representation is not accurate for any reason. Also, in the event the fee, charge, dedication, or other

requirement paid pursuant to Paragraph No. 8 of this Resolution fails to compensate the District for the amount required therein, e.g., a check presented for payment is not honored or is returned by the payer's bank for any reason, the related Certificate of Compliance shall be automatically canceled.

10. Form of Payment. Nothing herein shall preclude satisfaction of the requirement of payment of the amounts set forth herein by dedication of land on terms acceptable to the Board; or preclude acceptance by the Board of fees, charges, or land whose value exceeds that required by this Resolution. In the absence of any such agreement to accept a dedication of land, the above amounts shall be collected in the form of fees, charges, or other requirements.

11. Negotiation with Development Projects. The Assistant Superintendent, Business Services or his/her designee is authorized to enter into negotiations with representatives of residential development projects, subject to Board acceptance, regarding the substitution of charges, dedications, or other requirements in lieu of the payment of fees as described herein; provided, however, that the value of such charges, dedications, or other requirements shall be at least comparable to the amounts specified herein.

12. Time for Payment of Fee. The fees, charges, dedications, or other requirements shall be paid or granted directly to the District prior to issuance of the Certificate of Compliance, unless the District and the developer mutually agree otherwise in writing, or unless the District enters into a contract with the appropriate city or county to collect and otherwise administer the fees, charges, dedications and other requirements established herein in which case the developer shall adhere to the terms of the contract.

13. Collection by Other Government Agencies. The Assistant Superintendent, Business Services or his/her designee is authorized to promptly enter into negotiations, subject to Board acceptance, for such agreements as may be necessary and appropriate with any other government agency to implement the collection and acceptance of fees, charges, dedications and other requirements established herein; the issuance and revocation of Certificates of Compliance; the deposit of fees and charges; and any matter related thereto. Nothing herein shall be construed to authorize any delay beyond the date specified here-in-below in levying the fees, charges, dedications or other requirements provided for herein.

14. Payment Contract. The Assistant Superintendent, Business Services or his/her designee is directed to request that each city and county require the contract, recordation, and notification provided for in Government Code Section 66007(c).

15. Maintenance of Separate Account. All fees and charges, along with any interest income earned thereon, shall be deposited in a separate capital facilities account or fund in a manner to avoid any co-mingling of the fees and charges with other revenues and funds of the District, except for temporary investments, and shall be expended solely for the purposes for which the fees and charges are collected. For each separate account or fund, the Assistant Superintendent, Business Services or his/her designee shall, within sixty (60) days of the close of each fiscal year, make available to the public the beginning and ending balance for the fiscal year; the fee, interest, and other income to the account or fund; the amount of expenditure listed by public facility; and the amount of any refunds made under Paragraphs 17 and 18 of this Resolution. The Board shall review this information at the next regularly scheduled public meeting, held not less than fifteen (15) days after the availability of this information. Notice of the time and place of the meeting, including the address where this information may be reviewed, shall be mailed, at least fifteen (15) days prior to the meeting, to any interested party who files a written request with the District for

mailed notice of the meeting. Any written request for mailed notices shall be valid for one year from the date on which it is filed unless a renewal request is filed. Renewal requests shall be filed on or before April 1 of each year.

16. School Facilities Account Established. The fees, charges, dedications, or other requirements established herein will be collected for public improvements or facilities for which an account has been established. Funds have been appropriated from this account as described in the documents listed in and/or referred to in Exhibit A. The District has adopted a proposed construction schedule or plan as of the date of this Resolution, as is described in the documents listed in and/or referred to in Exhibit A. Therefore the District shall require the payment of fees, charges, dedications, and other requirements at or before the time of issuance of building permits, as set forth above.

17. Refund of Fees. In the event that a project qualifies for refund of the fee, charge, dedication, or other requirement under Education Code Section 17624 (i.e. refund after expiration of building permit without construction), repayment shall be made, less the amount of the administrative costs incurred in collecting and repaying the fee, charge, dedication, or other requirement. The Assistant Superintendent, Business Services or his/her designee shall determine said administrative costs. Regulations governing the calculation of said administrative costs shall be made available by the Assistant Superintendent, Business Services or his/her designee to members of the public no later than sixty (60) days from the date of this Resolution.

18. Funds Unexpended After Five Years. As required by law, once each fiscal year the Board shall make findings with respect to any portion of the fee or charge remaining unexpended or uncommitted in its account five (5) or more years after deposit of the fee or charge to identify the purpose to which the fee or charge is to be put and to demonstrate a reasonable relationship between the fee and the purpose for which it was charged. The District shall refund to the then-current record owner or owners of lots or units of the development project, on a pro-rated basis, the unexpended or uncommitted portion of the fee and any interest accrued thereon, for which need cannot be demonstrated by making the findings described above. If the administrative costs exceed the amount to be refunded, the District may, after holding a public hearing in accordance with Government Code Section 66001(f), allocate the funds as authorized by law.

19. Procedure for Protest of Residential Development Fees.

A. Developers of residential projects wishing to protest payment of developer fees on a specific project shall do each of the following:

1. tender the required payment in full or provide evidence satisfactory to the Assistant Superintendent, Business Services or his/her designee of arrangements to ensure performance of the conditions necessary to meet the requirements of the imposition; and

2. serve written notice on the Assistant Superintendent, Business Services or his/her designee stating (a) that the required payment is tendered in full, or that any conditions which have been imposed are provided for or satisfied, under protest; and (b) informing the District of the factual elements of the dispute and the legal theory forming the basis of the protest.

B. The burden of establishing the basis for the protest shall be on the party pursuing it.

C. The written protest must be filed with the Assistant Superintendent, Business Services or his/her designee within ninety (90) days after the imposition of the fee on the particular project.

D. Upon receipt of an acceptable written protest, the Assistant Superintendent, Business Services or his/her designee will, within thirty (30) days, provide a written response to the developer which shall either:

1. grant the protest in whole or in part; and/or
2. deny the protest in whole or in part and provide the basis for denial;  
or
3. request additional information for further consideration of the protest.

E. If the developer is not satisfied with the response, the developer must request an appeal hearing on the protest before the Board. Said request must be filed with the Assistant Superintendent, Business Services or his/her designee within thirty (30) days of the date of the protest response.

F. Notice of the date and time of the Board hearing shall be sent to the developer within fifteen (15) days of receipt of the request for hearing. The Board shall be provided copies of the written protest and the response of the Assistant Superintendent, Business Services or his/her designee prior to the hearing.

G. The developer and District staff may present additional information and statements at the hearing, and the Board may question the developer and staff.

H. The decision of the Board shall be made at the conclusion of the hearing and shall be final. The decision of the Board is reviewable by a court under Code of Civil Procedure Section 1094.5.

20. Administrative Regulation. The Assistant Superintendent, Business Services is authorized to promulgate and publish administrative regulations defining and implementing the provisions of this Resolution. The regulations shall describe all legal exemptions from and limitations on, the fees, charges, dedications and other requirements established herein. The regulations shall provide a procedure for claiming an exemption. The regulations shall also include relevant legal definitions where appropriate.

21. Other Requirements Not Precluded. Except as expressly provided by applicable law, nothing herein shall be interpreted to preclude the District from taking any other action including, but not limited to, levying any other fee, charge or requirement of dedication of land which the Board determines to be necessary in order to obtain and provide school facilities which meet the needs of the District, its students, and the community.

22. Effective Date. The effective date of this Resolution is June 21, 2006. The fees and other requirements established herein may not be imposed or levied prior to the effective date of the Resolution.

23. Severability. If any provision of the Resolution is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired thereby.

This Resolution is adopted this 21st day of June 2006, by the following vote:

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSTENTIONS \_\_\_\_\_

ABSENT \_\_\_\_\_

**BOARD OF EDUCATION  
CHICO UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
Dr. Chet Francisco, Superintendent

## RESOLUTION 960-06

**A RESOLUTION OF THE GOVERNING BOARD OF THE CHICO UNIFIED SCHOOL DISTRICT APPROVING THE CONVEYANCE OF RIGHT OF WAY EASEMENTS****RECITALS**

**WHEREAS**, the District is the owner of certain real property located at 988 East Avenue (Assessor's Parcel No. 015-230-029), more commonly known as John McManus Elementary School ("Property"); and

**WHEREAS**, the City of Chico ("City") has requested the conveyance of two right of way easements of 16 square feet each over portions of the Property for the installation of two streetlights; and

**WHEREAS**, the terms and conditions of the conveyance of the right of way easements are set forth in the proposed *Agreement for Acquisition of Easement for Public Purposes* between the City and the District ("the Agreement") attached hereto as Exhibit A; and

**WHEREAS**, as set forth in the Agreement, the City shall pay the District the sum of \$500 as compensation for the conveyance of the two right of way easements as more particularly described and depicted in the Grant Deed - Right of Way Easement attached hereto as Exhibit B.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board as follows:

Section 1. Recitals. The above recitals are true and correct.

Section 2. Approval of Agreement. The Board approves the Agreement presented to the Board and attached hereto, which recites the terms and conditions of compensation and conveyance.

Section 3. Authorization. The Board authorizes the Superintendent or his designee to take all necessary action to finalize and execute the Agreement. The Board further authorizes the Superintendent or his designee to take all necessary action to finalize, execute and deliver a grant deed conveying the right of way easements from the District to the City.

**APPROVED, PASSED, AND ADOPTED** by the Governing Board of the Chico Unified School District this 21st day of June, 2006, by the following vote:

AYES:

NOES:

ABSTENSION:

ABSENT:

---

Rick Rees, President

---

Jann Reed, Vice President

---

Scott Huber, Clerk

---

Rick Anderson, Member

---

Anthony Watts, Member

ATTEST:

---

Dr. Chet M. Francisco, Secretary

Order No.  
Escrow No. 0401-2146951  
Loan No.

WHEN RECORDED MAIL TO:  
City Manager  
City of Chico  
P. O. Box 3420  
Chico CA 95927-3420

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt - R&T Code 11922

DOCUMENTARY TRANSFER TAX \$ \_\_\_\_\_

\_\_\_\_ Computed on the consideration of value of property conveyed; OR  
\_\_\_\_ Computed on the consideration or value less liens or encumbrances  
remaining at time of sale.

\_\_\_\_\_  
Signature of Declarant or Agent determining tax -- Firm Name

**GRANT DEED**  
**Right of Way Easement**  
**APN 015-230-029**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Chico Unified School District of Butte County, who acquired title as Pleasant Valley School District, does hereby GRANT to the City of Chico, a Municipal Corporation organized under the laws of the State of California, a right of way easement over, under and across the real property in the City of Chico, County of Butte, State of California, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein.

Dated: \_\_\_\_\_

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

}  
} ss.  
}

CHICO UNIFIED SCHOOL DISTRICT OF BUTTE COUNTY

By: \_\_\_\_\_

On \_\_\_\_\_  
before me, \_\_\_\_\_, a Notary  
Public, personally appeared \_\_\_\_\_

\_\_\_\_\_, personally known to me (or  
proved to me on the basis of satisfactory evidence) to be the  
person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity, and  
that by his/her/their signature(s) on the instrument the  
person(s) or the entity upon behalf of which the person(s)  
acted, executed the instrument.

(Please sign in blue ink.)

WITNESS my hand and official seal.

MAIL TAX STATEMENTS TO:

(This area for official notarial seal)

G-CP-2-10-75-58



## EXHIBIT "A"

EAST AVENUE  
RIGHT-OF WAY ACQUISITION NO. 58

## PARCEL A

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

COMMENCING at the centerline intersection of North Avenue and East Avenue;

THENCE South  $89^{\circ}01'38''$  West along said centerline of East Avenue, a distance of 375.50 feet;

THENCE leaving said centerline, North  $00^{\circ}58'22''$  West a distance of 35.00 feet to a point on the north right-of-way line of East Avenue, said point being the True Point of Beginning;

THENCE leaving said right-of-way line, North  $00^{\circ}58'22''$  West a distance of 4.00 feet;

THENCE South  $89^{\circ}01'38''$  West a distance of 4.00 feet;

THENCE South  $00^{\circ}58'22''$  East a distance of 4.00 feet to a point on the north right-of-way line of East Avenue;

THENCE North  $89^{\circ}01'38''$  East along said right-of-way line, a distance of 4.00 feet to the True Point of Beginning and containing 16 square feet (0.0004 acres), more or less

The above-described parcel is a portion of Assessor's Parcel No. 015-230-029.

## PARCEL B

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

COMMENCING at the centerline intersection of North Avenue and East Avenue;

THENCE South  $89^{\circ}01'38''$  West along said centerline of East Avenue, a distance of 223.50 feet;

THENCE leaving said centerline, North  $00^{\circ}58'22''$  West a distance of 35.00 feet to a point on the north right-of-way line of East Avenue, said point being the True Point of

Beginning;

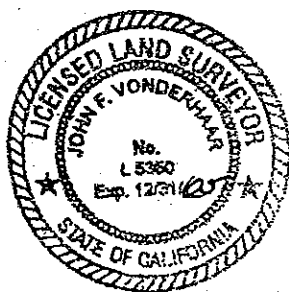
THENCE leaving said right-of-way line, North  $00^{\circ}58'22''$  West a distance of 4.00 feet;

THENCE South  $89^{\circ}01'38''$  West a distance of 4.00 feet;

THENCE South  $00^{\circ}58'22''$  East a distance of 4.00 feet to a point on the north right-of-way line of East Avenue;

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The above-described parcel is a portion of Assessor's Parcel No. 015-230-029.



*John Vonderhaar*

John Vonderhaar

L.S. 5350

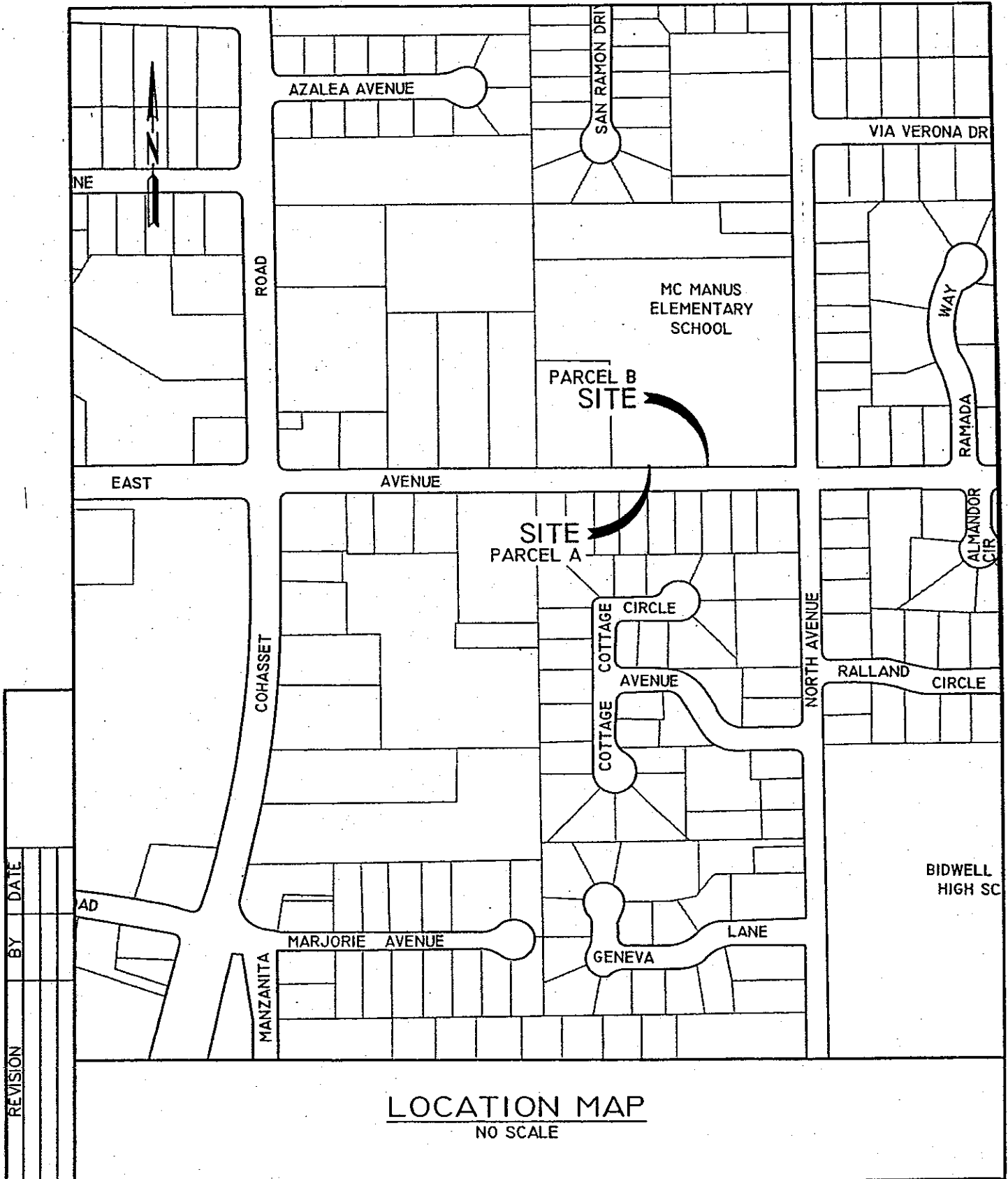
Registration Expires: 12-31-05

Date: 12-3-05

Checked: J.F.

Approved: John Vonderhaar

Date: 11/30/05



**LOCATION MAP**  
NO SCALE

CITY OF CHICO

DEPARTMENT OF PUBLIC WORKS

DRAWN BY C.O.C. DATE NOV, 2005  
CHECKED *JA* SCALE NO SCALE

APPROVED *[Signature]*  
DIRECTOR OF ENGINEERING

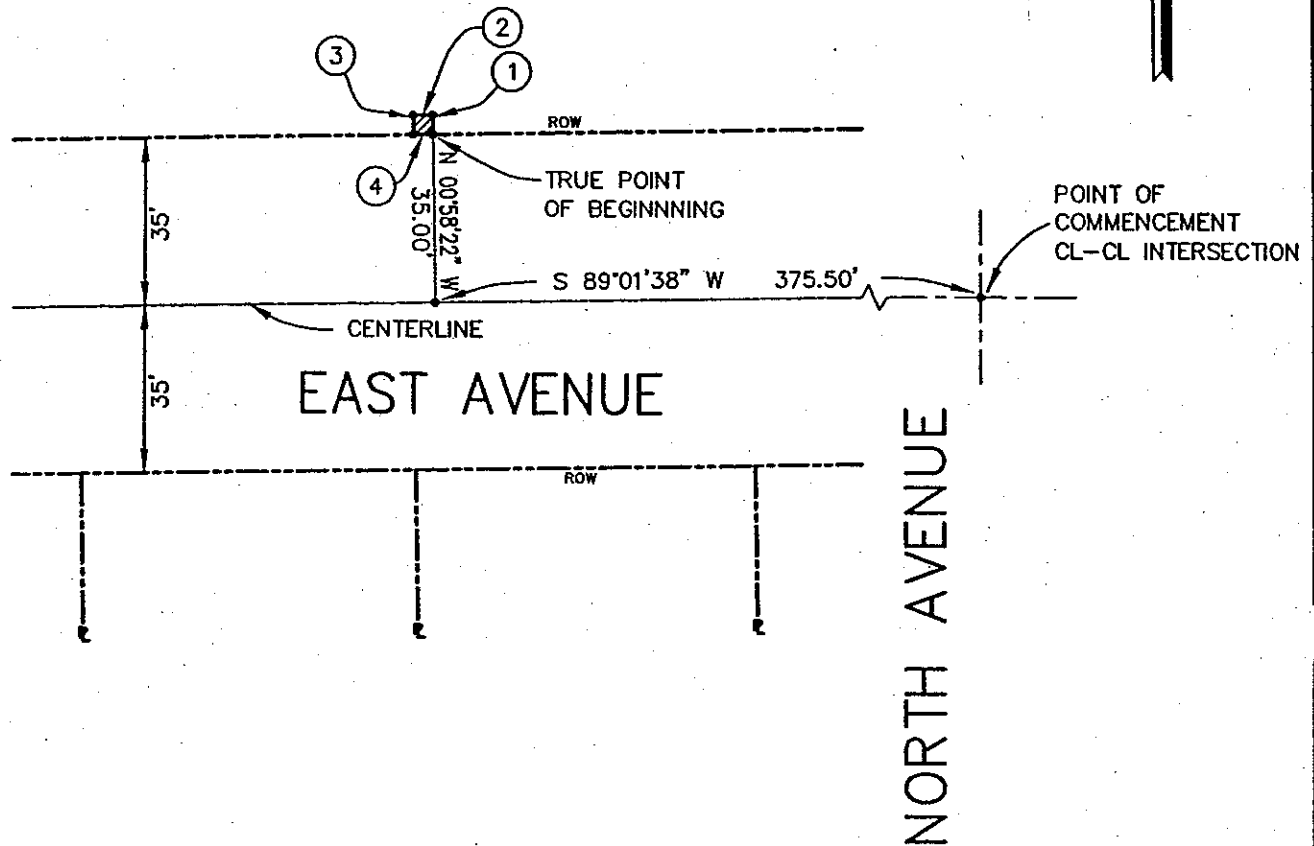
EAST AVENUE  
RIGHT-OF-WAY ACQUISITION NO. 58

EXHIBIT  
"B"

SHEET 1 OF 3

JOHN McMANUS SCHOOL  
CHICO UNIFIED SCHOOL DISTRICT

015-230-029



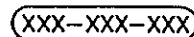
#### MAP DATA

- |   |               |       |
|---|---------------|-------|
| ① | N 00°58'22" W | 4.00' |
| ② | S 89°01'38" W | 4.00' |
| ③ | S 00°58'22" E | 4.00' |
| ④ | N 89°01'38" E | 4.00' |

#### LEGEND



RIGHT-OF-WAY ACQUISITION  
16 SF



ASSESSORS PARCEL NUMBER

CITY OF CHICO

DEPARTMENT OF PUBLIC WORKS

DRAWN BY C.O.C. DATE NOV, 2005

CHECKED FA SCALE 1" = 40'

APPROVED [Signature]  
DIRECTOR OF ENGINEERING

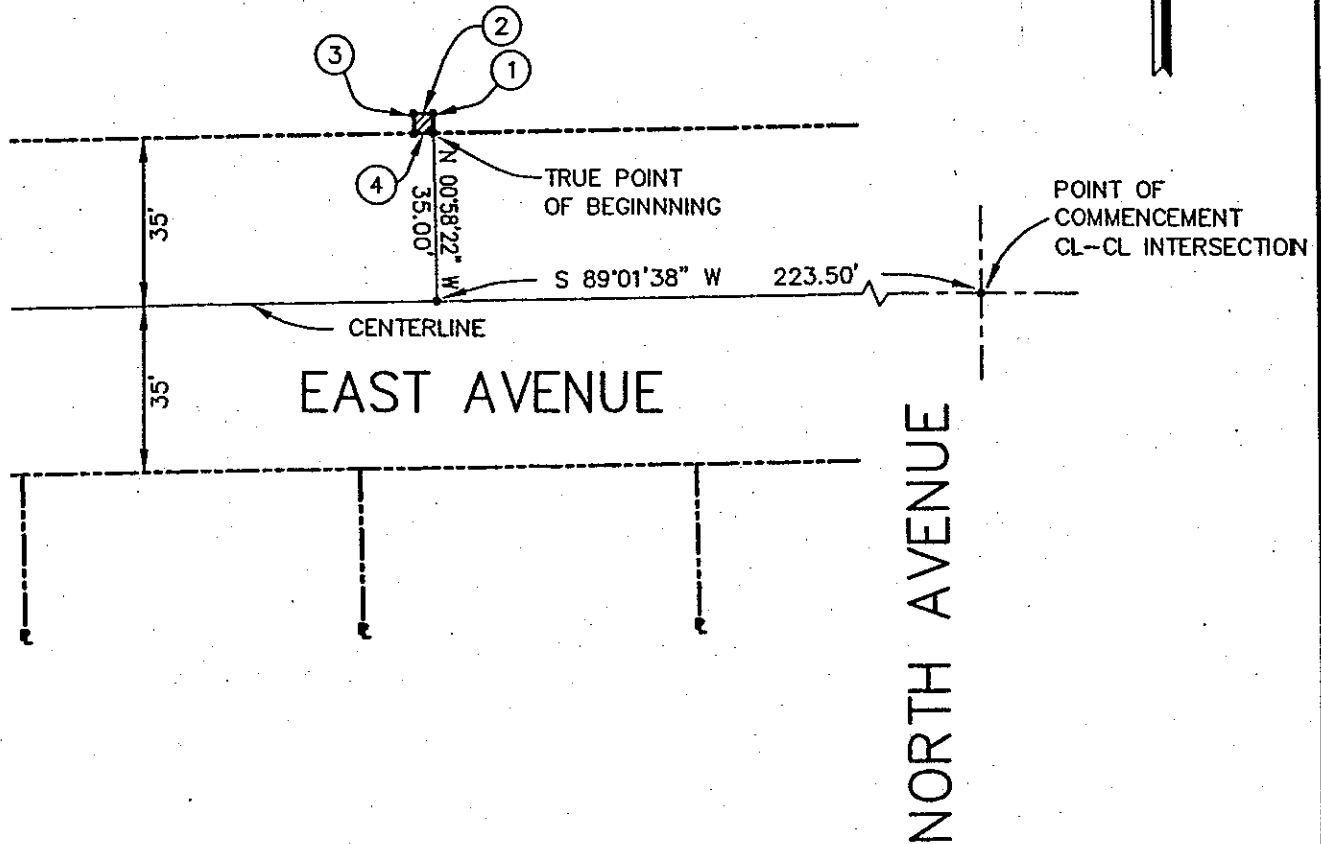
EAST AVENUE  
RIGHT-OF-WAY ACQUISITION NO. 58  
PARCEL A

EXHIBIT  
"B"

SHEET 2 OF 3

JOHN McMANUS SCHOOL  
CHICO UNIFIED SCHOOL DISTRICT

015-230-029



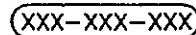
### MAP DATA

- |   |               |       |
|---|---------------|-------|
| ① | N 00°58'22" W | 4.00' |
| ② | S 89°01'38" W | 4.00' |
| ③ | S 00°58'22" E | 4.00' |
| ④ | N 89°01'38" E | 4.00' |

### LEGEND



RIGHT-OF-WAY ACQUISITION  
16 SF



ASSESSORS PARCEL NUMBER

CITY OF CHICO

DEPARTMENT OF PUBLIC WORKS

DRAWN BY C.O.C. DATE NOV, 2005

CHECKED *JA* SCALE 1" = 40'

APPROVED *John V. Veech*  
DIRECTOR OF ENGINEERING

EAST AVENUE  
RIGHT-OF-WAY ACQUISITION NO. 58  
PARCEL B

EXHIBIT  
"B"

SHEET 3 OF 3

## AGREEMENT FOR ACQUISITION OF EASEMENT FOR PUBLIC PURPOSES

**CHICO UNIFIED SCHOOL DISTRICT OF BUTTE COUNTY**

**APN 015-230-029**

**City of Chico Project 18041**

**EAST AVENUE RECONSTRUCTION PROJECT**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2006, between Chico Unified School District Of Butte County, who acquired title as Pleasant Valley School District, owner of the referenced parcel ("Grantor"), and the City of Chico, a municipal corporation of the State of California ("City"), as Purchaser, for the conveyance of property rights for public purposes. The attached Exhibits referencing the property rights to be acquired are identified as follows:

Exhibits "A" and "B" – Legal Description and Plat

Exhibit "C" – Specific Details

In consideration of Grantor delivering to the City a Grant Deed conveying good, sufficient and insurable title to the property described in Exhibit "A" and depicted on Exhibit "B"(the "Property"), it is hereby agreed as follows:

1. This Agreement represents the entire agreement between City and Grantor. Any amendment to this Agreement must be reduced to a written document signed by both City and Grantor before it will be effective. Performance under this Agreement constitutes the entire consideration for this Agreement and shall relieve the City of all further obligations or claims on this account, including severance, or on account of the location, grade or construction of the proposed public improvement.
2. The purchase price has been determined by the City and the Grantor to be the fair market value and just compensation for the Property, and is based on a fair market property valuation made for the City by Bender Rosenthal, Inc.
3. The City shall:
  - (A) Pay the undersigned Grantor the total sum of \$500.00 (five hundred dollars and no cents), for the property rights described and depicted in Exhibits "A" and "B" respectively, and perform the specific details pertinent to this transaction outlined in Exhibit "C", as full compensation for the property rights conveyed to the City upon recordation of a deed granting such rights, free and clear of liens, encumbrances, assessments, easements, and leases (recorded and or unrecorded) and taxes except:

**Agreement for Acquisition - Chico Unified School District Of Butte County/APN: 015-230-029**

- (1) Taxes for the tax year in which this escrow closes which shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
    - (2) Covenants, conditions, restrictions and reservations of record.
    - (3) Easements or rights of way over the property for public or quasi-public utility or public street purposes, if any.
  - (B) Pay all escrow and recording fees incurred in this transaction, and if the City desires title insurance, the premium charged therefore. This transaction will be handled through an escrow with Mid Valley Title. All costs of escrow, including consent to record fees, trustees' fees or forwarding fees shall be borne by City.
4. It is hereby agreed that the right of possession and use of the Property by the City or its authorized agents, including the right to remove and dispose of improvements, shall commence on April 30, 2006, or the date of this Agreement as set forth above or the close of escrow whichever occurs first, and that the amount shown in Paragraph 3 above, including damages if any from that date, includes full payment for such possession and use of the Property.
  5. Reasonable access over the existing driveway to the remaining property shall be maintained. The City's Engineer or the City's authorized agents shall give the Grantor written notification of the start of construction by either (1) personal delivery of such notice at least 72 hours in advance of construction affecting Grantors' property or (2) by 1<sup>st</sup> class mail, postage prepaid, which is deposited in the mail at least 10 calendar days in advance of such construction, delivery deemed completed on date of mailing.

**Agreement for Acquisition - Chico Unified School District of Butte County/APN: 015-230-029**

**GRANTOR**

**CHICO UNIFIED SCHOOL DISTRICT OF BUTTE  
COUNTY**

\_\_\_\_\_  
By: DATE

**Recommended for Approval**

\_\_\_\_\_  
Right of Way Agent

**CITY OF CHICO**

\_\_\_\_\_  
By: Gregory T. Jones DATE  
City Manager

**APPROVED AS TO FORM**  
David R. Frank, City Attorney

\_\_\_\_\_  
By: Lori J. Barker DATE  
Assistant City Attorney

**No Obligations Other Than Those Set Forth Herein Will Be Recognized**



## EXHIBIT "A"

EAST AVENUE  
RIGHT-OF WAY ACQUISITION NO. 58

## PARCEL A

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THENCE South  $89^{\circ}01'38''$  West along said centerline of East Avenue, a distance of 375.50 feet;

THENCE leaving said centerline, North  $00^{\circ}58'22''$  West a distance of 35.00 feet to a point on the north right-of-way line of East Avenue, said point being the True Point of Beginning;

THENCE leaving said right-of-way line, North  $00^{\circ}58'22''$  West a distance of 4.00 feet;

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THENCE North  $89^{\circ}01'38''$  East along said right-of-way line, a distance of 4.00 feet to the True Point of Beginning and containing 16 square feet (0.0004 acres), more or less

The above-described parcel is a portion of Assessor's Parcel No. 015-230-029.

## PARCEL B

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THENCE leaving said centerline, North  $00^{\circ}58'22''$  West a distance of 35.00 feet to a point on the north right-of-way line of East Avenue, said point being the True Point of

Beginning;

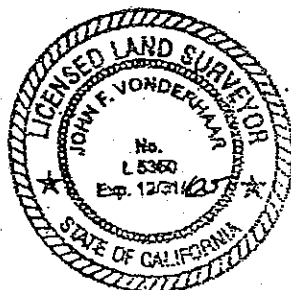
THENCE leaving said right-of-way line, North 00°58'22" West a distance of 4.00 feet;

THENCE South 89°01'38" West a distance of 4.00 feet;

THENCE South 00°58'22" East a distance of 4.00 feet to a point on the north right-of-way line of East Avenue;

THENCE North 89°01'38" East along said right-of-way line, a distance of 4.00 feet to the True Point of Beginning and containing 16 square feet (0.0004 acres), more or less

The above-described parcel is a portion of Assessor's Parcel No. 015-230-029.



John Vonderhaar

John Vonderhaar

L.S. 5350

Registration Expires: 12-31-05

Date: 12-3-05

Checked: J.L.

Approved: John D. Smith

Date: 11/30/05

## **AGREEMENT FOR ACQUISITION OF EASEMENT FOR PUBLIC PURPOSES**

### **Exhibit C**

#### **Chico Unified School District**

##### Project Improvements

The East Avenue Reconstruction Project, covering the area on East Avenue from east of Cohasset Road to Ceanothus Avenue, will provide improvements such as installation of streetlights, sewer laterals, and curb ramps, as well as the reconstruction of the roadway and related infrastructure within the right of way. The road reconstruction will follow the conversion of overhead utilities to underground facilities in this same area, which is designated as Underground Utility District 14, Area C.

##### Project Impacts

Construction will include the installation of two (2) streetlights. Adjacent landscaped areas affected will be restored in kind. All work will be accomplished at the sole expense of the City of Chico.

Agenda Item #: 7.C.4 - 7.C.20  
First Reading  
Exhibit "A" Attached

PROPOSED AGENDA ITEM: Board Policy & Administrative Regulation Series 3000

☐ Consent  
☐ Information Only  
☒ Discussion/Action

Board Date: June 21, 2006

Background Information

Every district needs an accurate and up-to-date policy manual in order to govern effectively. By law, districts are mandated to adopt many policies to ensure legal compliance. Working in conjunction with CSBA Policy Services, CUSD continues to update and revise Board Policies and Regulations to keep CUSD legally compliant.

Education Implications

Although the primary responsibility of public schools is to educate students, CUSD realizes that the ability of children to learn can be significantly impacted by a safe, healthy learning environment.

Fiscal Implications

No negative impact on the General Fund.

Prepared by: Randy Meeker, Assistant Superintendent – Business Services

## Exhibit "A"

<u>NEW</u>	<u>OLD</u>	<u>TITLE</u>
BP3111	N/A	Deferred Maintenance Funds
BP3250	BP3710	Transportation Fees
AR3250	BP3710 AR3710.5	Transportation Qualifications and Fees
BP3511	N/A	Energy Conservation
AR3511	N/A	Energy Conservation
BP3514.1	BP3520.1	Hazardous Substances
BP3514.2	BP3519	Integrated Pest Management
BP3517	N/A	Facilities Inspection
BP3518	BP3518	Elementary Playground Equipment
AR3518.2	AR3518.2	Elementary Playground Equipment
BP3540	N/A	Transportation
AR3540	N/A	Transportation
AR3541.1	AR3710.6 AR3710.7 AR3710.9	Field Trips and Interscholastic Athletic Trip Procedures
BP3541.2	N/A	Transportation of Students with Disabilities
AR3542	BP3720	School Bus Drivers
AR3543	AR3710.1 AR3710.2 AR3710.3 AR3710.4	Transportation Safety and Emergencies
BP3311	BP3311	Uniform Public Construction Cost Accounting System
BP3515.6	BP3515.6	Criminal Background Checks for Contractors



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

Board Policy:

#3111

Section:

Business

Page 1 of 1

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## DEFERRED MAINTENANCE FUNDS

In order to help meet the District's facility maintenance needs, the Governing Board shall discuss proposals and plans for expenditures of deferred maintenance facility funds at a regularly scheduled public hearing.

In any year that the District does not set aside one-half of one percent of its current-year revenue limit average daily attendance for deferred maintenance, the Board shall submit a report, by March 1, to the Legislature, with copies to the Superintendent of Public Instruction, the State Board of Education, the Department of Finance, and the State Allocation Board.

The report shall include all of the following:

1. A schedule of the complete school facilities deferred maintenance needs of the District for the current year, including a schedule of costs per school site and total costs
2. A detailed description of the District's spending priorities for the current year, and an explanation of why those priorities, or any other considerations, have prevented the district from setting aside sufficient local funds so as to permit it to fully fund its deferred
3. maintenance program and, if eligible, to participate in the state deferred maintenance funding program as set forth in Education Code 17584
4. An explanation of how the Board plans to meet its current-year facilities deferred maintenance needs without setting aside the funds set forth in Education Code 17584

Copies of the report shall be made available at each school site and shall be provided to the public upon request.

### Legal References:

#### EDUCATION CODE

§17565-17591 Property maintenance and control, especially:

§17584 Deferred maintenance

§17584.1 Deferred maintenance reports



**Chico Unified School District**

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

Board Policy:

#3250

Section:

Business

Page 1 of 1

---

**TRANSPORTATION FEES**

Because the cost of providing student transportation exceeds funding provided by the State, the Governing Board finds it necessary to charge fees for home-to-school student transportation.

Fees shall be determined on the basis of operating costs in accordance with law.

No charge shall be made for any transportation of students whose individualized education program requires transportation or whose parents/guardians are determined indigent pursuant to administrative regulations.

**Legal References:**

**EDUCATION CODE**

§10913 Fees for uses of school buses for community recreation purposes

§35330 Excursions or field trips

§39800-39860 Transportation, especially:

§39801.5 Transportation fees for adults

§39807.5 Payment of transportation cost; amount of payment

§39809.5 Excess fees; adjustments

§39837 Fees for summer employment transportation

§41850 Home-to-school and special education transportation

§49557 Applications for free and reduced price meals

§49558 Confidentiality of applications and records

§56026 Individuals with exceptional needs

**CODE OF REGULATIONS, TITLE 5**

§350 Fees not permitted

**CODE OF FEDERAL REGULATIONS, TITLE 7**

§245.8 (a) Nondiscrimination practices for children eligible to receive free and reduced price meals and free milk



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

**Administrative  
Procedure:**

**#3250(a)**

**Section:**

**Business  
Page 1 of 3**

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## TRANSPORTATION QUALIFICATIONS AND FEES

### Home-to-School Transportation

Home-to-school transportation services will be made available for a fee to grades K-6 students who reside more than two miles from their schools of attendance and grades 7-12 students who reside more than three miles from their schools of attendance, or if they qualify on a space available basis.

Home-to-school bus runs will be made once in the morning, and school-to-home bus runs will be made once in the afternoon. Early morning, mid-day and/or late afternoon bus runs will not be made to accommodate students who are unable to use the regular morning and afternoon bus runs.

Any student who is not eligible for District transportation services (i.e., residing inside the two/three-mile walking distance, Form 10 student, Form 11 student, etc.) may be allowed to ride the school bus for a fee on a "space-available" basis. If applications for space-available ridership exceed available space on the bus, younger students (as determined by grade level) will be granted transportation services on a priority basis (i.e., kindergarten students are first priority; first grade students are second priority; etc.). When it is necessary, an impartial drawing will be used at a particular grade level to determine ridership.

When a Chico Unified School District student 1) qualifies for transportation services and 2) the parent or guardian submits a written request and signs a written waiver releasing the District from liability, the District staff may allow the student to exit a school bus at a specified school to walk to her/his regular school of attendance in the morning and/or walk from the school of attendance in the afternoon to board the bus at a specified school for the ride home. Such special permission may only be granted for a given student on an ongoing basis for regular home-to-school transportation services.

A non-Chico Unified School District (grades K-12) student 1) who resides outside the Chico urban area and 2) attends a private school in Chico may be transported for a fee, via a school bus, upon District receipt of a written parent request and signed liability waiver. Such transportation will be provided at the discretion of District staff on a "space-available" basis after the transportation needs of public school students in the area have been met. If transportation services are provided, the student will board the school bus at a designated bus stop and exit the bus at a specified school to walk to her/his private school. At the end of the school day, the student will walk to a specified school to board the bus for the ride home and will exit the bus at a designated bus stop.





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

**Administrative  
Procedure:**

**#3250(a)**

**Section:**

**Business  
Page 2 of 3**

Staff is directed to coordinate school schedules and bus routes to meet the needs of students. Further, bus routes and stops will be designed to meet the safety needs of students and enable the District to provide transportation services in an energy and cost-efficient manner.

### Fee Schedule and Collection

Transportation fees charged by the district shall not exceed the statewide average non-subsidized cost of providing such transportation to a student on a publicly owned or operated transit system, as determined by the Superintendent of Public Instruction. (Education Code 39807.5)

The total amount received by the district from the state and parent/guardian fees shall not exceed the actual operating cost of home-to-school transportation during the fiscal year. If excess fees are collected due to errors in estimated costs, fees shall be reduced in succeeding years. (Education Code 39809.5)

The Governing Board shall certify to the County Superintendent of Schools that the district has levied fees in accordance with law and that, in the event that excess fees have been charged, the fees have been reduced and excess fee revenue eliminated. (Education Code 39809.5)

Bus passes and tickets shall be sold at the Transportation Department Office. No money shall be collected on school buses.

### Student Transportation Fees

The annual home-to-school transportation fee schedule for all students (K-12) who ride the bus to or from school and/or to and from school will be reviewed annually and a fee schedule established for the year. Each family must pay for up to two riders per family, but any additional riders from the family will be transported free.

Transportation fees for students who ride the school bus once in the morning or once in the afternoon will be one-half the rate paid by other students. Fees for less than a full year will be prorated by staff based on the proportional part of the year that transportation of the student is approved by the District.

A punch pass may be purchased for the occasional bus rider who may wish to ride the bus on a space-available basis.



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

Administrative  
Procedure:

#3250(a)

Section:

Business  
Page 3 of 3

Parents desiring home-to-school transportation services must apply for the service and receive District approval before their child (ren) will be allowed to ride the school bus. Parents who pay a transportation fee and received District approval for their child to ride a school bus will be advised that they must pay any subsequent transportation fee(s) prior to the beginning of a new quarter to retain their transportation service. Parents will also be advised that if transportation fees are not paid prior to the beginning of a new quarter their transportation services will be revoked within five (5) school days after notification of non-payment and the parent assumes full responsibility for the welfare and transport of her/his child.

#### Exemption from Fees

Students unable to attend their neighborhood school due to overcrowding shall be provided free transportation to another school as assigned by the District until a vacancy occurs in their neighborhood school.

Eligibility for free or reduced transportation based on indigence shall be based on the income eligibility scales used for the free and reduced-price lunch program. Proof of income must be supplied at the time of application.

At the beginning of the school year and whenever a new student is enrolled, parents/guardians shall receive information about free transportation eligibility standards, application procedures and appeal procedures.

All applications and records related to eligibility for free transportation shall be confidential and used only for purposes directly connected with the free transportation program.

Students receiving free transportation shall not be identified by the use of special bus passes, tickets, lines, seats or any other means. They shall in no way be treated differently from other students nor shall their names be published, posted or announced in any manner or used for any purpose other than the transportation program.



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

Board Policy: #3710

Section: Business  
Page 1 of 3

## TRANSPORTATION POLICY

Under California Law, public K-12 school Districts may assist all or some parents in transporting their children to school. To help promote student safety, reduce traffic congestion, conserve energy, reduce air and noise pollution and help meet student and family needs, the District will provide home-to-school transportation services for eligible students. District transportation services may be provided via school District vehicles, contracted services, and/or volunteer services.

The safety of students and staff is a primary goal of the District; therefore, all school buses will comply with applicable laws, regulations and inspection requirements. All school bus drivers will meet both state and school District standards to qualify as bus drivers. Those students transported in a school bus will be under the authority of and responsible to the driver of the bus. All students will conduct themselves in a cooperative manner. Any student who does not conduct herself/himself appropriately will be subject to disciplinary action.

Consistent with available financial resources, the Chico Unified School District will provide safe, energy-efficient and cost-effective transportation services for eligible students residing within Chico Unified School District boundaries. Revenue to fund student transportation services will be provided by the State, received from student fees and allocated from the District General Fund.

### Parent Information

Parents or guardians of all pupils not previously transported in a school bus and who are enrolled in grade K-grade 6, shall be provided with a transportation safety plan that includes:

1. A list of school bus stops near each pupil's home.
2. General rules of conduct at school bus loading zones.
3. Red light crossing instructions.
4. School bus danger zone.
5. Walking to and from school bus stops.

### Home-to-School Transportation

At least once each school year, all pupils in kindergarten through grade eight who receive home-to-school transportation shall receive safety instruction which includes: proper loading and unloading procedures, including escorting by the driver, proper passenger conduct, bus evacuation and location of emergency equipment.

Prior to departure on a school activity trip, all pupils riding the school bus or school pupil activity bus shall receive safety instruction which includes location of emergency exits and location of emergency equipment.

Home-to-school transportation services will be made available for a fee to grades K-6 students who reside more than two miles from their schools of attendance and grades 7-12 students who reside more than three miles from their schools of attendance, or if they qualify on a space available basis.

Home-to-School transportation services will be provided free of charge to each student in the District with exceptional needs who has transportation services specified in her/his Individual Educational Plan, and to students from indigent families residing outside the referenced two- and three-mile walking distance standards or if they qualify on a space-available basis.

Home-to-school bus runs will be made once in the morning, and school-to-home bus runs will be made once in the afternoon. Early morning, mid-day and/or late afternoon bus runs will not be made to accommodate students who are unable to use the regular morning and afternoon bus runs.

Any student who is not eligible for District transportation services (i.e., residing inside the two/three-mile walking distance, Form 10 student, Form 11 student, etc.) may be allowed to ride the school bus for a fee on a "space-available" basis. If applications for space-available ridership exceeds available space on the bus, younger students (as determined by grade level) will be granted transportation services on a priority basis (i.e., kindergarten students are first priority; first grade students are second priority; etc.). When it is necessary, an impartial drawing will be used at a particular grade level to determine ridership.



## **Chico Unified School District**

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

Board Policy:

#3710

Section:

Business

Page 2 of 3

When a Chico Unified School District student 1) qualifies for transportation services and 2) the parent or guardian submits a written request and signs a written waiver releasing the District from liability, the District staff may allow the student to exit a school bus at a specified school to walk to her/his regular school of attendance in the morning and/or walk from the school of attendance in the afternoon to board the bus at a specified school for the ride home. Such special permission may only be granted for a given student on an ongoing basis for regular home-to-school transportation services.

A non-Chico Unified School District (grades K-12) student 1) who resides outside the Chico urban area and 2) attends a private school in Chico may be transported for a fee, via a school bus, upon District receipt of a written parent request and signed liability waiver. Such transportation will be provided at the discretion of District staff on a "space-available" basis after the transportation needs of public school students in the area have been met. If transportation services are provided, the student will board the school bus at a designated bus stop and exit the bus at a specified school to walk to her/his private school. At the end of the school day, the student will walk to a specified school to board the bus for the ride home and will exit the bus at a designated bus stop.

Staff is directed to coordinate school schedules and bus routes to meet the needs of students. Further, bus routes and stops will be designed to meet the safety needs of students and enable the District to provide transportation services in an energy and cost-efficient manner.

### Student Transportation Fees

The annual home-to-school transportation fee schedule for all students (K-12) who ride the bus either to or from school and/or to and from school will be reviewed annually and a fee schedule established for the year. Each family must pay for up to two riders per family, but any additional riders from the family will be transported free.

Transportation fees for students who ride the school bus once in the morning or once in the afternoon will be one-half the rate paid by other students. Fees for less than a full year will be prorated by staff based on the proportional part of the year that transportation of the student is approved by the District.

A booklet of bus tickets may be purchased for the occasional bus rider who may wish to ride the bus on a space-available basis. The cost of each ticket in the booklet will be 50 cents.

Parents desiring home-to-school transportation services must apply for the service and receive District approval before their child(ren) will be allowed to ride the school bus; however, exceptions may be made by staff at the beginning of the school year and in emergency situations. Parents who pay a transportation fee and received District approval for their child to ride a school bus will be advised that they must pay any subsequent transportation fee(s) in a timely manner to retain their transportation service. Parents will also be advised that if transportation fees are not paid in a timely manner and transportation services are revoked, the parent assumes full responsibility for the welfare and transport of her/his child.

### In-Lieu Transportation Payments

The Superintendent/designee may authorize payments in lieu of transportation services to parents of qualifying Special Education students and indigent families when such authorization is necessary to enable the students to attend school.

### School-to-School Transportation

Free interschool transportation services will be provided for each Special Education student whose Individual Educational Plan requires transportation to a school other than the student's school of residence and may be provided by the District when a student(s) is unable to attend the neighborhood school due to school overcrowding.

### Field Trips and Special Activities

District transportation services may be provided when funding is available for school field trips, co-curricular and extracurricular activities. (Students will be assessed fees for interscholastic athletic transportation.) Additionally, the staff may, as approved by the principal, utilize private vehicles to transport students for school activities. The owner of a private



## **Chico Unified School District**

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

Board Policy:

#3710

Section:

Business

Page 3 of 3

vehicle may provide the service on a volunteer basis or be reimbursed for expenses incurred on a per-mile basis. All field trips and special activity trips will comply with all applicable laws and District policy, procedure and regulations. All trips shall be appropriately supervised.

The Superintendent will develop, implement, monitor, evaluate and modify, on an as-needed basis, transportation procedures to implement this policy.

### **SELECTED STATUTORY REFERENCES**

Education Code § 10900 -	Purposes of chapter
10913 -	Fees for use of school buses
35160 -	Authority of governing boards commencing January 1, 1976
35330 -	Excursions and field trips
35350 -	Transportation of students
39800 -	Powers of governing board to provide transportation for pupils to and from school; definition of "municipally owned transit system"
39807.5 -	Powers of governing board to require payment for transportation
39808 -	Transportation of pupils attending other than public school
39830 -	"School bus"
39831.5 -	Student Safety and Parent Information
39835 -	Use for community recreation
39840 -	Lease of school buses to governmental agencies
39841 -	Agreements; required content
39860 -	Transportation to special activities by District
41850 -	Home-to-school and special education transportation; apportionments; computation of allowances provided to regional occupational centers or programs
51202 -	Instruction in personal and public health and safety
Title 5	§14101 - Definitions
Administrative	14102 - Bus Evacuation Instruction
Code	14103 - Authority of the Driver
Vehicle Code	§2807 - Bus Inspections

RECOMMENDED: General Administrative Council - May, 1998  
RECOMMENDED: Superintendent - May, 1998  
ADOPTED: Board of Education - July, 1998



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

**Administrative  
Procedure:**

**#3710.5**

**Section:**

**Business  
Page 1 of 1**

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**PAYMENT IN LIEU OF TRANSPORTATION PROCEDURE**

When a student resides (1) more than five miles from the school of attendance and transportation services are not provided by the District due to excessive travel distance and/or costs, or (2) more than five miles from the nearest school bus stop when transportation services are provided, the parents of the student will be eligible to receive in-lieu payments for transporting the student to the school or bus stop. Such in-lieu payments will be based on one round trip per day that the student is transported.

If there are two or more children in the family that are on two or more different school schedules (i.e., kindergarten and sixth grade) that requires the parents to make an extra trip(s) to the school/bus stop during the day, the parents will be reimbursed for a second round trip each day.

To be eligible to receive expense payments for transportation in lieu of bus service, the parent must make application to the District by completing an "Annual Request for Payment In Lieu of Transportation" form and, if a car pool is involved, an "In-Lieu Transportation Insurance" form.

Payments to parents who provide District-approved in-lieu transportation services will be made in January, April/May and June/July based on the actual attendance of the student.

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RECOMMENDED:	General Administrative Council - August, 1990
APPROVED:	Superintendent - August, 1990
UPDATED:	May, 1998



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

Board Policy:

#3511

Section:

Business

Page 1 of 1

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## ENERGY CONSERVATION

During the hours that schools are in session, the Chico Unified School District will endeavor to maintain temperatures inside occupied school facilities that are within specified comfort zones for the season and are conducive to student learning. During non-school hours when school facilities are being occupied by a student or community group(s), depending on the needs of the group(s), the temperature inside the facilities may or may not be maintained in a designated comfort zone. During non-business hours when facilities are not being used by a student and/or community group, the temperatures inside the facilities will not be maintained in designated comfort zones.

Staff members will schedule and use school facilities to meet the needs of student and/or community groups in a cost effective and energy efficient manner. To conserve both energy and financial resources, to the extent that it is reasonable, the District will utilize technologically advanced heating, ventilating and air conditioning systems and complementing energy management systems.

The Superintendent will develop, implement, monitor and evaluate administrative procedures to operationalize his policy.

Only modification is a change in the policy number to coincide with CSBA policy numbers.



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## ENERGY CONSERVATION

The school district will provide positive classroom environments for students and staff in an energy efficient and cost effective manner. Some key components of energy efficient and cost effective schools include installation and utilization of technologically advanced heating/ventilating/air conditioning (HVAC) systems, energy management systems that provide optimum utilization and longevity of the HVAC equipment, systematic maintenance service that will allow the HVAC equipment to operate at maximum efficiency and appropriate scheduling of the facilities to minimize the need for energy consumption.

### HVAC Equipment

District maintenance staff will systematically evaluate the energy efficiency and cost effectiveness of HVAC equipment in District facilities to determine when the existing equipment is no longer cost effective to operate. When equipment replacement is needed, the fiscal data will be confirmed and an equipment replacement schedule developed. The equipment replacement recommendations will be formulated concurrent with the development of the annual District budget. To supplement District funding, staff will identify and make application for viable non-District equipment replacement and/or energy conservation funding.

### Energy Consumption

Energy management systems are designed to monitor and control a wide variety of District operations including, but not limited to, HVAC units, energy consumption, security, irrigation, equipment malfunctions, equipment service, facilities use, etc.; but, this Energy Conservation Procedure governs only HVAC use, control and service. The energy management system not only monitors and controls the operating hours, efficiency and service of the HVAC equipment but can also be programmed to utilize the normal daytime high temperatures and nighttime low temperatures to help control the temperature inside the facilities; therefore, the consumption of electricity and natural gas is reduced.

#### **1. The Operational Hours**

The school principal (manager of other District facilities) will notify the District maintenance representative who programs the energy management system of the planned occupancy of each school facility. The maintenance representative is then responsible for maintaining the temperature and air circulation in all District facilities in the "comfort zone" during the hours that the facilities will be occupied. When a special activity is scheduled in a facility during hours that the facility is not scheduled for occupancy, the





principal will notify the maintenance representative who will then provide appropriate heating/cooling for the special activity.

**2. Manual Operation of HVAC Units**

Some rooms in District facilities will have manual overrides on the HVAC systems that will provide heating/cooling on demand for short periods of time during hours that the facility is not scheduled for occupancy. The manual override can be activated inside the room by a room occupant for a minimum of twenty minutes and a maximum of one hour. After the operational time (twenty minutes to one hour) has elapsed, the override can again be activated to provide the needed heating/cooling. (Staff is presently researching the option of shutting off the heating/cooling modes in the system to allow the occupant to open windows and use only the ventilating mode for that particular room.)

**3. Room Environment**

When the HVAC unit is in a heating/cooling mode, open windows and/or doors result in energy waste, HVAC unit inefficiency and excessive operational expenses. Therefore, windows and/or doors to the outside will remain closed. The recommended "comfort zone" for a typical room in the cooling mode is 78°F and in the heating mode is 68°F, but the room occupant will be allowed latitude as follows:

<u>Mode</u>	<u>Standard Room/Office Temperature</u>	<u>Minimum Temperature</u>	<u>Maximum Temperature</u>
Cooling	78	76	None
Heating	68	None	70

**4. Scheduling of Facilities**

Staff will schedule facilities in an energy efficient and cost effective manner. Consideration will be given to scheduling activities at times that minimize the need to heat or cool the facilities. Additionally, when it is necessary to schedule facilities during days and/or hours that will require heating/cooling services, the activity should be scheduled in a room that can be individually heated/cooled rather than a room that is served by a multi-zone HVAC that will, by design, cool an entire facility and/or wing of classrooms.

**Only modification is a change in the procedure number to coincide with CSBA numbers.**



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

Board Policy:

#3514.1

Section:

Business

Page 1 of 1

---

## HAZARDOUS SUBSTANCES

The Governing Board recognizes that potentially hazardous substances are used in the daily operations of our schools. The Superintendent/designee shall ensure these substances are inventoried, used, stored and regularly disposed of in a safe and legal manner.

Insofar as possible, the Superintendent/designee shall minimize the quantities of hazardous substances stored on school property and shall substitute less dangerous materials for hazardous substances.

The Superintendent/designee shall develop, implement and monitor a written hazard communication plan in accordance with state law. As part of this plan, he/she shall ensure that employees are fully informed about the properties and potential hazards of substances to which they may be exposed and that material safety data sheets are readily accessible to them.

Teachers shall instruct students about the importance of proper handling, storage, disposal and protection when using any potentially hazardous substance.

The Superintendent/designee shall be responsible for developing, implementing and monitoring District procedures consistent with this policy.

### Legal References:

#### EDUCATION CODE

§49341 Legislative findings

§49401.5 Legislative intent; consultation services

§49411 Chemical listing; compounds used in school programs; determination of shelf life; disposal life; disposal

#### FOOD AND AGRICULTURE CODE

§12981 Regulations re: pesticides and worker safety

#### HEALTH AND SAFETY CODE

§25163 Transportation of hazardous wastes; registration; exemptions; inspection

§25500-25520 Hazardous materials release response plans; inventory

#### LABOR CODE

§6360-6363 Hazardous Substances Information and Training Act

#### CODE OF REGULATIONS, TITLE 8

§5194 Hazard Communication

Only modification is a change in the procedure number to coincide with CSBA numbers.



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

Board Policy: #3514.1

Section: Business  
Page 1 of 3

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## HAZARDOUS SUBSTANCES

The disposal of chemicals may be accomplished in accordance with removal and disposal requirements established by the California Department of Toxic Substance Control and California Environmental Protection Agency.

The written hazard communication program shall be available upon request to all employees and their designated representatives.

The following materials are exempted from the hazard communication program and this district regulation: hazardous wastes; tobacco products; wood and wood products; manufactured articles; food, drugs and cosmetics intended for personal consumption by employees while in the workplace; and substances used in compliance with regulations issued by the Department of Pesticide Regulation pursuant to Food and Agriculture Code 12981.

### 1. Container Labeling

Except for consumer products which are already labeled in compliance with federal law, no container of hazardous substance shall be accepted by schools or the district unless labeled by the supplier with the following information:

- a. Identify of the hazardous substance(s)
- b. Hazard warning statements
- c. Name and address of the chemical manufacturer or importer

Whenever hazardous substances are transferred from their original containers to other containers, the secondary containers shall likewise be labeled with the identity and hazard warning statement.

### 2. Material Safety Data Sheets

Upon receiving a hazardous substance or mixture, the Superintendent/designee shall ensure that the manufacturer has also furnished a Material Safety Data Sheet (MSDS) as required by law. If the MSDS is missing or obviously incomplete, the Superintendent/designee shall request a new MSDS from the manufacturer and shall notify the California Occupational Safety and Health Division (Cal/OSHA) if a complete MSDS is not received.



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

Board Policy: #3514.1

Section: Business

Page 2 of 3

The Superintendent/designee shall maintain copies of the MSDS for all hazardous substances and ensure that they are kept up to date and available to all affected employees during working hours. He/she shall review each incoming MSDS for new and significant health or safety information and shall disseminate this information to affected employees.

### 3. Employee Information and Training

Employees shall receive inservice training on hazardous substances in their work area at the time of their initial assignment and whenever a new hazard is introduced into their work area. This training shall include but is not limited to (Code of Regulations, Title 8, Section 5194).

- a. An overview of the requirements of California's Hazard Communication Regulation (Code of Regulations, Title 8, Section 5194), including employee rights described therein.
- b. The location, availability and content of the district's written hazard communication program.
- c. Information as to any operations in the employees' work area where hazardous substances are present.
- d. The physical and health effects of the hazardous substances in the work area.
- e. Techniques and methods of observation that may determine the presence or release of hazardous substances in the work area.
- f. Methods by which employees can lessen the prevent exposure to these hazardous substances, such as appropriate work practices, use of personal protective equipment and engineering controls.
- g. Steps the district has taken to lessen or prevent exposure to these substances.
- h. Instruction on how to read labels and review the MSDS for appropriate information.
- i. Emergency and first aid procedures to follow if exposed to the hazardous substance(s).

In addition, employees shall receive training on how to operate the computers or fax machines that provide access to MSDS files.



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

Board Policy:

#3514.1

Section:

Business

Page 3 of 3

---

4. List of Hazardous Substances

For specific information about the hazardous substances known to be present in the district and schools, employees may consult the MSDS.

5. Hazardous Non-Routine Tasks

When employees are required to perform hazardous non-routine tasks, they shall first receive information about the specific hazards to which they may be exposed during this activity and the protective/safety measure which must be used. They shall also receive information about emergency procedures and the measures the District has taken to lessen the hazards, including ventilation, respirators and the presence of another employee.

6. Hazardous Substances in Unlabeled Pipes

Before starting to work on unlabeled pipes, employees shall contact their supervisors for information as to the hazardous substance(s) contained in the pipes, the potential hazards, and safety precautions which must be taken.

7. Informing Contractors

To ensure that outside contractors and their employees work safely in district buildings and schools, the Superintendent/designee shall inform these contractors of hazardous substances which are present on the site and precautions that employees may take to lessen the possibility of exposure. It shall be the contractor's responsibility to disseminate this information to his/her employees and subcontractors.



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

Administrative  
Procedure:

#3520.1

Section:

Business  
Page 1 of 2

---

## HAZARDOUS SUBSTANCES

The disposal of chemicals may be accomplished in accordance with removal and disposal requirements established by the California Department of Toxic Substance Control and California Environmental Protection Agency.

The written hazard communication program shall be available upon request to all employees and their designated representatives.

The following materials are exempted from the hazard communication program and this district regulation: hazardous wastes; tobacco products; wood and wood products; manufactured articles; food, drugs and cosmetics intended for personal consumption by employees while in the workplace; and substances used in compliance with regulations issued by the Department of Pesticide Regulation pursuant to Food and Agriculture Code 12981.

### 1. Container Labeling

Except for consumer products which are already labeled in compliance with federal law, no container of hazardous substance shall be accepted by schools or the district unless labeled by the supplier with the following information:

- a) Identify of the hazardous substance(s)
- b) Hazard warning statements
- c) Name and address of the chemical manufacturer or importer

Whenever hazardous substances are transferred from their original containers to other containers, the secondary containers shall likewise be labeled with the identity and hazard warning statement.

### 2. Material Safety Data Sheets

Upon receiving a hazardous substance or mixture, the Superintendent/designee shall ensure that the manufacturer has also furnished a Material Safety Data Sheet (MSDS) as required by law. If the MSDS is missing or obviously incomplete, the Superintendent/designee shall request a new MSDS from the manufacturer and shall notify the California Occupational Safety and Health Division (Cal/OSHA) if a complete MSDS is not received.

The Superintendent/designee shall maintain copies of the MSDS for all hazardous substances and ensure that they are kept up to date and available to all affected employees during working hours. He/she shall review each incoming MSDS for new and significant health or safety information and shall disseminate this information to affected employees.

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Employees shall receive inservice training on hazardous substances in their work area at the time of their initial assignment and whenever a new hazard is introduced into their work area. This training shall include but is not limited to (Code of Regulations, Title 8, Section 5194).

- a. An overview of the requirements of California's Hazard Communication Regulation (Code of Regulations, Title 8, Section 5194), including employee rights described therein
- b. The location, availability and content of the district's written hazard communication program
- c. Information as to any operations in the employees' work area where hazardous substances are present
- d. The physical and health effects of the hazardous substances in the work area



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

**Administrative  
Procedure:**

**#3520.1**

**Section:**

**Business  
Page 2 of 2**

- e. Techniques and methods of observation that may determine the presence or release of hazardous substances in the work area
- f. Methods by which employees can lessen the prevent exposure to these hazardous substances, such as appropriate work practices, use of personal protective equipment and engineering controls
- g. Steps the district has taken to lessen or prevent exposure to these substances
- h. Instruction on how to read labels and review the MSDS for appropriate information
- i. Emergency and first aid procedures to follow if exposed to the hazardous substance(s).

In addition, employees shall receive training on how to operate the computers or fax machines that provide access to MSDS files.

#### **4. List of Hazardous Substances**

For specific information about the hazardous substances known to be present in the district and schools, employees may consult the MSDS.

#### **5. Hazardous Non-Routine Tasks**

When employees are required to perform hazardous non-routine tasks, they shall first receive information about the specific hazards to which they may be exposed during this activity and the protective/safety measure which must be used. They shall also receive

#### **6. Informing Contractors**

To ensure that outside contractors and their employees work safely in district buildings and schools, the Superintendent/designee shall inform these contractors of hazardous substances which are present on the site and precautions that employees may take to lessen the possibility of exposure. It shall be the contractor's responsibility to disseminate this information to his/her employees and subcontractors.

**RECOMMENDED:** General Administrative Council - June, 1998  
**APPROVED:** Superintendent - June, 1998



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

Board Policy: #3514.2(c)

Section: Business  
Page 1 of 4

---

## INTEGRATED PEST MANAGEMENT

### Definition

Integrated Pest Management (IPM) means a strategy that focuses on long-term prevention or suppression of pest problems through a combination of techniques such as monitoring for pest presence and establishing treatment threshold levels, using non-chemical practices to make the habitat less conducive to pest development, improving sanitation, and employing mechanical and physical controls. Pesticides that pose the least possible hazard and are effective in a manner that minimizes risks to people, property, and the environment are used only after careful monitoring indicates they are needed according to pre-established guidelines and treatment thresholds.

### Procedures

The Superintendent or designee shall designate a staff person to develop, implement, and coordinate an IPM program that incorporates effective, least toxic pest management practices. The district's program shall include the following elements:

1. Carefully monitoring and identifying the pest population levels and identifying practices that could affect pest populations. Strategies for managing the pest shall be influenced by the pest species and whether that species poses a threat to people, property, or the environment.
2. Setting action threshold levels to determine when pest populations or vegetation at a specific location might cause unacceptable health or economic hazard that would indicate corrective action should be taken.
3. Modifying or eliminating pest habitats to deter pest populations and minimize pest infestations.
4. Considering a full range of possible alternative treatments. Such alternative treatments may include taking no action or controlling the pest by physical, horticultural, or biological methods. Cost or staffing considerations alone will not be adequate justification for use of chemical control agents.
5. Selecting non-chemical pest management methods over chemical methods whenever such methods are effective in providing the desired control or, when it is determined that





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

Board Policy: #3514.2(c)

Section: Business  
Page 2 of 4

chemical methods must be used, giving preference to those chemicals that pose the least hazard to people and the environment.

6. Ensuring that persons applying pesticides follow label precautions and are trained in the principles and practices of IPM.
7. Limiting pesticide purchases to amounts needed for the year. Pesticides shall be stored at a secure location that is not accessible to students and unauthorized staff. They shall be stored and disposed of in accordance with state regulations and label directions registered with the U.S. Environmental Protection Agency (EPA) as well as any disposal requirements indicated on the product label.

#### Prohibited Pesticides

The IPM Coordinator shall not use a pesticide on a school site if that pesticide has been granted a conditional or interim registration or an experimental use permit by the California Department of Pesticide Regulation (DPR) or if the pesticide is subject to an experimental registration issued by the EPA and either of the following conditions exists:

1. The pesticide contains a new active ingredient.
2. The pesticide is for new use.

In addition, the IPM Coordinator shall not use a pesticide on a school site if DPR cancels or suspends registration or requires that the pesticide be phased out from use.

#### Notifications

The IPM Coordinator shall annually notify staff and parents/guardians of students enrolled at a school site, in writing, regarding pesticide products expected to be applied at the school facility in the upcoming year. The notification shall include at least the following:

1. The Internet address (<http://www.schoolipm.info>) used to access information on pesticides and pesticide use reduction developed by the DPR pursuant to Food and Agricultural Code 13184.
2. The name of each pesticide product expected to be applied in the upcoming year and the active ingredient(s) in it.



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

Board Policy: #3514.2(c)

Section: Business  
Page 3 of 4

3. An opportunity for interested persons to register to receive notification of individual pesticide application at the school site. The IPM Coordinator shall notify such registered persons of individual pesticide applications at least 72 hours prior to the application. The notice shall include the product name, the active ingredient(s) in the product, and the intended date of application.
4. Other information deemed necessary by the Superintendent or IPM Coordinator.

If a pesticide product not included in the annual notification is subsequently intended for use at a school site, the IPM Coordinator shall provide written notification of its intended use to staff and parents/guardians of students enrolled at the school at least 72 hours prior to the application.

Whenever the IPM Coordinator deems that the immediate use of a pesticide is necessary to protect the health and safety of students, staff, or other persons at the school site, he/she shall make every effort to provide the required notifications prior to the application of the pesticide.

#### Posting of Warning Signs

The IPM Coordinator shall post a warning sign at each area of the school site where pesticides will be applied that shall be visible to all persons entering the treated area. The sign shall be posted at least 24 hours prior to the application and until 72 hours after the application. The warning sign shall display the following information:

1. The term "Warning/Pesticide Treated Area"
2. The product name, manufacturer's name, and the EPA's product registration number
3. Intended areas and dates of application
4. Reason for the pesticide application

When advance posting is not possible due to an emergency condition requiring immediate use of a pesticide, the warning sign shall be posted immediately upon application and shall remain posted until 72 hours after the application.

#### Records

Each school site shall maintain records of all pesticide use at the school for four years, and shall make the information available to the public, upon request, in accordance with the California



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

Board Policy: #3514.2(c)

Section: Business  
Page 4 of 4

---

Public Records Act. Such records may be maintained by retaining a copy of the warning sign posted for each pesticide application with a recording on that copy of the amount of the pesticide used.

**Legal References:**

EDUCATION CODE

§17366 Legislative intent (fitness of buildings for occupancy)

§17608-17613 Healthy Schools Act of 2000

§48980 Notice at beginning of term

§48980.3 Notification of pesticides

FOOD AND AGRICULTURAL CODE

§11401-12408 Pest control operations and agricultural chemicals

§13180-13188 Healthy Schools Act of 2000

GOVERNMENT CODE

§3543.2 Scope of representation; right to negotiate safety conditions

§6250-6270 California Public Records Act

CODE OF REGULATIONS, TITLE 8

§340-340.2 Employer's obligation to provide safety information

UNITED STATES CODE, TITLE 7

§136-136y Insecticide, Fungicide and Rodenticide Act



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

Board Policy: #3519

Section: Business  
Page 1 of 2

---

## INTEGRATED PEST MANAGEMENT

Chico Unified School District will control pests adhering to the philosophy and definition of Integrated Pest Management, as define below; and within the guidelines imposed by the *Healthy Schools Act*.

### Definitions

Integrated Pest Management (IPM) is a process for achieving long term, environmentally sound pest suppression through the use of a wide variety of technological and management practices. Control strategies in an IPM program extend beyond the application of pesticides to include structural and procedural modifications that reduce the food, water, harborage and access used by pests.

Pests are organisms that cause damage or economical loss, or transmit disease. Pests include insects, weeds, plant diseases, rodents and algae.

Pesticide describes many substances used to control pests. Pesticides include insecticides, herbicides, fungicides and rodenticides.

### Pesticide Application

Chico Unified School District will not use any pesticides known to have cancer causing agents, or causing damage to the reproductive or nervous system. This restriction applies to pesticide applications by district staff and contractor alike.

Only those pesticides listed on the authorized list will be utilized to control District pests and then will be applied only when all other less toxic control measures have failed to reach successful results.

When it is deemed necessary to apply a pesticide, every precaution will be taken to avoid making that application anywhere near the typical physical activity of a student, staff member or visitor.

***There will be no pesticide applications during regular school hours, unless the presence of that pest is deemed more dangerous than the treatment.***

In accordance with the *Healthy Schools Act*, AB 2660, warning signs will be posted 24 hours prior to the application and will remain posted for 72 hours after the application. "The warning sign shall prominently display the term 'Warning/Pesticide Treated Area' and shall include the product name, manufacturer's name, the United State Environmental Protection Agency's product registration number, intended date and areas of application, and reason for the pesticide application."

### Procurement/Dispensing of Pesticides

Purchases of pesticides will be made by a Maintenance/Operations Supervisor who is a certified pesticide applicator, or a designee. No purchase of pesticides, intended to be applied on Chico Unified School District property, will be allowed by school sites or individual staff members.

Dispersing of a pesticide, to be used by a staff member, will be at the discretion of the Maintenance/Operations Supervisor, who will provide the necessary training and information to ensure compliance to both the Department of Pesticide Regulations and AB 2260 safety regulations and laws in applying a pesticide.



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

**Board Policy: #3519**

**Section: Business**  
**Page 2 of 2**

---

District IPM Coordinator

The designated district IPM Coordinator will be the Director of Maintenance/Operations, or designee, who will monitor all pest problems, particularly those that are recurrent in allocation and/or appear to be the result of failure to adhere to integrated pest management control methods as described.

The IPM Coordinator will be responsible for monitoring and/or coordinating the issuance of notification letters, site record keeping of pesticide usage, and maintenance of the registrant list as defined in the *Healthy Schools Act of 2000*.

Record Keeping and Reporting

In compliance with AB 2260, every school site will maintain records of all pesticides applied at that site. Those records must be kept for four years, and are available to any member of the public.

On July 1 of every year, the Director of Maintenance/Operations, or designee, will gather the above data and will provide a collective report detailing the following information site-by-site:

- a. Each and every pesticide application from the previous year;
- b. Date application was made;
- c. Location on campus of application;
- d. Pest problem being treated; and
- e. Summary of all applications for that site.

This report will be submitted to the Superintendent and will be made accessible to the public and staff.

SELECTED STATUTORY REFERENCES

*Healthy Schools Act, AB 2260*

Education Code Sections 17608 through 17613 – Healthy Schools Act of 2000

Food and Agricultural Code Sections 13180 through 13188 - Healthy Schools Act of 2000

RECOMMENDED: General Administrative Council – 05/01  
RECOMMENDED: Superintendent – 05/01  
ADOPTED: Board of Education - 06/01



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

Board Policy:

#3517

Section:

Business

Page 1 of 1

## FACILITIES INSPECTION

The Governing Board recognizes that the condition of school facilities has an impact on student achievement and employee morale and desires to provide school facilities that are safe, clean and functional, as defined in Education Code 17002.

The Superintendent or designee shall develop a facilities inspection and maintenance program to ensure that district schools are maintained in good repair in accordance with law. At a minimum, the inspection program shall determine conditions specified on the State's interim evaluation instrument, including any evidence of:

1. Gas leaks.
2. Problems with heating, ventilation, or air conditioning systems, as applicable.
3. Broken windows, doors, gates and fences that pose a security risk.
4. Unsafe and unclean interior surfaces, such as walls, floors and ceilings.
5. Hazardous materials that may pose an immediate threat to students or staff.
6. Structural damage that has the potential to create hazardous or uninhabitable conditions.
7. Nonfunctioning fire sprinklers and emergency equipment, such as alarms and fire extinguishers.
8. Power failure, electrical hazards and inadequate lighting.
9. Major pest or vermin infestation.
10. Inaccessible and nonfunctioning drinking fountains.
11. Inaccessible, unclean and nonfunctioning restrooms during school hours.
12. Major sewer line stoppage.

The Superintendent or designee shall provide the Board with regular reports regarding the status of District facilities as evidenced by the District's facility inspection program as well as updates as to the status of any visits by the County Superintendent of Schools to District schools.

### Legal References:

#### EDUCATION CODE

§1240 County superintendent of schools, duties

§17002 Definitions

§17070.10-17077.10 Leroy F. Greene School Facilities Act of 1998

§17565-17591 Property maintenance and control, especially:

§17584 Deferred maintenance

§17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account

§33126 School Accountability Report Card

§35186 Williams uniform complaint procedure



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

Board Policy: #3518

Section: Business  
Page 1 of 1

---

## ELEMENTARY PLAYGROUND EQUIPMENT

The Board of Education places a high priority on safety and the prevention of injury. Playground equipment shall be carefully selected and installed, so that while presenting challenges, it minimizes accidents and presents no unseen hazards. Safety shall receive prime consideration whenever playgrounds are planned or upgraded. The principal/designee shall ensure that playground equipment is regularly inspected and well maintained.

The Superintendent/designee shall be responsible for developing, implementing and monitoring District procedures consistent with this policy.

### Legal References:

HEALTH AND SAFETY CODE

§115725 - §115730

ENVIRONMENTAL HEALTH ARTICLE 2

§65730

REVISED DRAFT



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

**Board Policy:** #3518

**Section:** Business  
Page 1 of 1

---

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The Superintendent/designee shall be responsible for developing, implementing and monitoring District procedures consistent with this policy.

**Selected Statutory References**

Health and Safety Code §115725 - §115730

RECOMMENDED: General Administrative Council - June, 1998  
RECOMMENDED: Superintendent - June, 1998  
ADOPTED: Board of Education - August, 1998





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

Administrative  
Regulation:

#3518.2

Section:

Business

Page 1 of 1

---

## ELEMENTARY PLAYGROUND EQUIPMENT

All playground equipment that is installed on school sites will meet District safety, construction and maintenance standards. A Handbook for Public Playground Safety will be used as a reference when considering installation of new equipment or evaluating existing equipment.

Consistent with available funding, principals will recommend installation and/or replacement of playground equipment. The recommendation will be acted on by the Safety and Loss Control Coordinator following consultation with the Maintenance/Operations Manager.

All playground equipment will be systematically inspected by the school principal or designee. Any equipment that does not meet District standards will be deactivated immediately pending repair, replacement or removal.

All new playground equipment shall be inspected by a Certified Playground Safety Inspector who shall certify upon installation to the operator, in writing, that the equipment is in compliance with the requirements.

REVISED DRAFT



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

Administrative Procedure: #3518.2

Section: Business  
Page 1 of 1

---

#### ELEMENTARY PLAYGROUND EQUIPMENT

All playground equipment that is installed on school sites will meet District safety, construction and maintenance standards. A Handbook for Public Playground Safety will be used as a reference when considering installation of new equipment or evaluating existing equipment.

Consistent with available funding, principals will recommend installation and/or replacement of playground equipment. The recommendation will be acted on by the Director of Elementary Education following consultation with the Maintenance/Operations/Transportation Supervisor.

All playground equipment will be systematically inspected by the school principal. Any equipment that does not meet District standards will be deactivated immediately pending repair, replacement or removal.

RECOMMENDED: General Administrative Council - November 1985  
APPROVED: Superintendent - December 1985



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

Board Policy:

#3540

Section:

Business

Page 1 of 2

---

## TRANSPORTATION

The Governing Board desires to provide for the safe and efficient transportation of students to and from school as necessary to ensure student access to the educational program, promote regular attendance and reduce tardiness. The extent to which the district provides for transportation services shall depend upon student and community needs and a continuing assessment of financial resources.

The Superintendent or designee shall recommend to the Board the most economical and appropriate means of providing transportation services.

The Superintendent or designee shall develop procedures to promote safety for students traveling on school buses.

The Superintendent or designee shall ensure the qualifications of bus drivers and related staff employed by the District, provide for the maintenance and operation of District-owned school buses and other equipment, and ensure adequate facilities for equipment storage and maintenance.

### Legal Reference:

#### EDUCATION CODE

§35330 Excursions and field trips

§35350 Authority to transport pupils

§39800-39860 Transportation, especially:

§39800 Powers of governing board to provide transportation for pupils to and from school; definition of "municipally owned transit system"

§39801 Contract with County Superintendent of Schools to provide transportation

§39802-39803 Bids and contracts for transportation services

§39806 Payments to parents in lieu of transportation

§39807 Food and lodging payments in lieu of transportation

§39807.5 Transportation fees

§39808 District transportation of private school students

§41850-41854 Allowances for transportation

§41860-41862 Supplemental allowances for transportation

§45125.1 Criminal background checks for contractors

#### GOVERNMENT CODE

§3540-3549.3 Educational Employment Relations Act



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

Board Policy: #3540

Section: Business  
Page 2 of 2

---

CODE OF REGULATIONS, TITLE 5

§14100-14103 Use of school buses and school pupil activity buses

§15240-15343 Allowances for student transportation, especially:

§15253-15272 District records related to transportation

VEHICLE CODE

§2807 School bus inspection

DRAFT



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

**Administrative  
Regulation:**

**#3540**

**Section:**

**Business**

**Page 1 of 1**

---

## TRANSPORTATION

No student shall be required to be transported for any reason without the written permission of the student's parent/guardian, except in emergency situations involving illness or injury to the student.

### Means of Transportation

To provide transportation services, the Governing Board may purchase, rent or lease vehicles; contract with a common carrier or municipally owned transit system; contract with responsible private parties including the parent/guardian of the student being transported; and/or contract with the County Superintendent of Schools.

In contracting for transportation services, the district shall comply with all applicable laws related to bids and contracts.

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

Administrative  
Procedure:

#3541.1

Section:

Business

Page 1 of 3

---

## FIELD TRIPS AND INTERSCHOLASTIC ATHLETIC TRIP PROCEDURES

### Field Trips and Special Activities

District transportation services may be provided when funding is available for school field trips, co-curricular and extracurricular activities. Additionally, the staff may, as approved by the principal, utilize private vehicles to transport students for school activities. The owner of a private vehicle may provide the service on a volunteer basis or be reimbursed for expenses incurred on a per-mile basis. All field trips and special activity trips will comply with all applicable laws and District policy, procedure and regulations. All trips shall be appropriately supervised.

### Expenses for Field Trips

All field trip expenses will be charged to the school department requesting the service.

The mileage for all trips will be calculated as follows:

Mileage from the bus garage to the requesting school site + mileage from school site to field trip destination + return mileage to the school site + mileage from requesting school to the Bus Garage = Total Mileage

A mileage rate will be established and reviewed on an annual basis. Modifications to the mileage rate will be based on the prior year's actual expenses.

Charges for an overnight trip will be the same as a single day trip. A bus driver will not be paid for the time the driver is relieved of duties in the evening until duties are resumed the following day. The driver is guaranteed a minimum of eight hours per day for an overnight trip. Driver expenses will also include reasonable costs for lodging and a meal(s) if the driver is relieved of duties.

For budgeting purposes, a mileage list to the most common destinations will be provided to all school sites.

### Interscholastic Athletic Transportation Trips

Student athletes who use District-provided transportation for away contests will be required to pay an interscholastic athletic transportation fee to help offset the District transportation operational expenses for the team when the team is transported at District expense. The fee will



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

**Administrative  
Procedure:**

**#3541.1**

**Section:**

**Business**

**Page 2 of 3**

not be applicable to the athletes on any interscholastic athletic team that does not utilize District vehicles to transport the athletes.

Students from indigent families who participate in the interscholastic athletic program will be provided transportation to interscholastic athletic events free of charge or on a reduced rate. The identity of students who are not required to pay the fee will be kept confidential. Indigence shall be based on the income eligibility scales used for the free and reduced priced lunch.

### Transportation Fees

The interscholastic athletic transportation fee will be calculated per participant per sport and will be reviewed annually.

Athletes who use District-provided transportation must pay the interscholastic athletic transportation fee prior to the team's first contest. Athletes who use District-provided transportation must pay the fee in full by the date set by the individual school.

Fees will be paid to the respective schools' Student Body Account Clerk who will maintain an appropriate District athletic account within the school's student body account. Each school will be responsible for establishing an appropriate internal tracking system for the collection of interscholastic athletic fees.

The schools will be billed for expenses on a monthly basis.

### Refunds

Athletic transportation fees will be refunded upon school receipt of a written parent fee refund request as follows:

- |                         |                                                                                                                                                                                      |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>FULL REFUND:</b>     | If the student is no longer a member of the team for the first team contest                                                                                                          |
| <b>ONE-HALF REFUND:</b> | If the student is on the team for the first team contest, but is no longer on the team after one-half of the contests are completed.                                                 |
| <b>NO REFUND:</b>       | If the student is a member of the team after the mid-point of the season (i.e., more than one-half of the contests completed) but is no longer on the team at the end of the season. |



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

**Administrative  
Procedure:**

**#3541.1**

**Section:**

**Business**

**Page 3 of 3**

---

The Superintendent will develop, implement, monitor, evaluate and modify, on an as -needed basis, transportation procedures to implement this policy.

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

Administrative  
Procedure:

#3710.6

Section:

Business

Page 1 of 2

---

## FIELD TRIP/SPECIAL ACTIVITIES PROCEDURE

Students involved in District sponsored and/or sanctioned curricular, co-curricular or extracurricular activities may be transported via school bus, District-owned vans, private vehicles wherein the owner will be paid for mileage expenses, and private vehicles provided at no expense to the District.

### School Bus

A school bus may be scheduled by making a telephone call to the Transportation Department to confirm that a bus is available. If a bus is available, the person requesting the bus will submit a completed, duplicate "Bus Reservation" form to the Transportation Department staff. A bus driver will be assigned for the activity, and written confirmation of that assignment will be returned to the person requesting the bus. To facilitate the bus scheduling for athletic contests, school representatives are encouraged to submit transportation requests for each sport for the entire season and bus service will be confirmed by Transportation Department staff. Scheduled bus trips may be canceled by the District on short notice due to the availability of buses and/or drivers.

The person/designee requesting the bus service will assist the driver with supervision during the trip and will be responsible for leaving the bus in a clean condition when the trip is complete. If the bus is not left in a reasonably clean condition, as determined by the Transportation Foreman, a cleanup fee will be paid by the person requesting the bus service.

The person requesting the bus service will be billed for direct expenses incurred by the District to provide the service. These expenses will vary depending on the mileage for the trip, single-day trip, overnight trip, cleanup fee, etc. Also, if a scheduled bus trip is not canceled in a timely manner and the bus driver reports to work causing the District to incur an expense, the person who requested the transportation service will be billed for the driver expenses incurred by the District.

### District Van

A District van may be scheduled by making a telephone call to the Transportation Department to confirm that a van is available. If a van is available, the person requesting the van will submit to the Transportation Department staff a written duplicate request to use the van. A van will then be assigned, and written confirmation will be returned to the person requesting the use of the van. To facilitate the van scheduling for athletic contests, school representatives are encouraged to submit transportation requests for each sport for the entire season and van service will be confirmed by Transportation Department staff. Scheduled van trips may be canceled by the District on short notice due to the availability of vans.

Each driver of a van must be approved by a school principal/designee/management representative. The approval is valid for the entire school year. Such approval will be submitted, in writing, to the Transportation Foreman before the van will be released from the Transportation Yard. A list of approved drivers for each school/department will be maintained in the Transportation Department for the entire school year to eliminate the need to approve a driver on a trip-by-trip basis. The principal/designee/management representative will consider the following criteria when approving a driver:

1. 21 years of age or over;
2. valid California driver's license;
3. safe driving record;
4. health history; and
5. driving experience with large vehicles.



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

Administrative  
Procedure:

#3710.6

Section:

Business

Page 2 of 2

If the potential driver has not had experience with a large vehicle, an appointment can be made with the Transportation Foreman to provide the potential driver with an orientation and opportunity to test drive the vehicle. If the orientation and/or test drive is needed, it will be completed before approval to drive the vehicle is granted by the principal/designee/management representative.

When the trip is completed, the person requesting the van will be billed for expenses incurred by the District to provide the vehicle. Such expenses will include mileage and may include a cleanup fee, damages, etc.

Private Vehicle

District staff may make arrangements to have transportation services provided by private vehicle. The staff member arranging such transportation services will have the owner of the private vehicle complete a "Private Vehicle Requirement Form" wherein the owner confirms that she/he meets all District requirements to provide the services. The completed form will be maintained on file at the originating school/department until the Custodian of Records determines that the record is no longer needed.

RECOMMENDED:  
APPROVED:

General Administrative Council - August, 1990  
Superintendent - August, 1990



## Chico Unified School District

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

Administrative  
Procedure:

#3710.7

Section:

Business

Page 1 of 1

### EXPENSES FOR FIELD TRIPS PROCEDURE

All field trip expenses will be charged to the school/department requesting the service. The mileage expenses for the buses and vans will be reviewed annually and an expense schedule established for the current year at the beginning of the fiscal year, based on the prior year's actual expenses with an inflationary adjustment. Efforts will be made to maintain the same vehicle mileage expenses for the entire fiscal year, but a subsequent adjustment during the year will be made, if necessary, to reflect actual expenses for the vehicle.

#### Vehicle Expenses

Mileage expenses for both buses and vans will be based on the actual mileage driven for the field trip or the District-approved standard round trip mileage chart. The standard chart includes ten miles for picking up and returning students in Chico and minimal in-town driving at the destination. If the staff member supervising the field trip directs the driver to drive additional mileage, that mileage may be added to the mileage listed on the standard mileage chart. Any additional mileage expenses incurred due to driver error will be assumed by the Transportation Department.

#### Standard Round Trip Mileage Chart

Anderson.....	133	Shasta.....	158
Biggs.....	62	Shasta College.....	166
Butte College.....	38	Sacramento.....	194
Central Valley.....	170	Susanville (via Highway 32).....	223
Coming.....	70	(via Highway 36).....	306
Durham.....	24	(round trip both routes).....	265
Enterprise.....	154	West Valley.....	136
Gridley.....	70	Whiskey Town Camp.....	168
Orland.....	54	Willows.....	80
Oroville.....	58	Woodleaf Camp.....	114
(for cross country).....	74	Yreka.....	355
Paradise.....	45	Yuba City/Marysville.....	110
Red Bluff.....	96		

#### Drivers

Charges for drivers' hours will be based on the current Collective Bargaining Agreement and will include straight time, time and one-half and double time and one-half. Straight time expenses are up to eight hours per day on Monday through Friday, and hours in excess of eight hours on those days are time and one-half. Up to eight hours on Saturday and Sunday will be at time and one-half, and hours in excess of eight will be double time and one-half.

Hours on holidays will be double time and one-half.

During the regular work week, drivers will be assigned in a manner to keep overtime hours to a minimum.

Driver expenses for a trip will include (1) a fifteen minute warm up and inspection time, (2) all on duty hours spent from the time the bus leaves the Corporation Yard until the bus returns to the Corporation Yard and (3) any hours needed to clean the bus for the next days use. Drivers will provide their own meals while they are on duty.

Charges for an overnight trip will be the same as for a single day trip, except that a bus driver will not be paid for the time the driver is relieved of duties in the evening until duties are resumed the following day. The driver is guaranteed a minimum of eight hours per day for an overnight trip. Driver expenses will also include reasonable costs for lodging and a meal(s) if the driver is relieved of duties.

RECOMMENDED:  
APPROVED:

General Administrative Council - May, 1995  
Superintendent - June, 1995



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

**Administrative  
Procedure:**

**#3710.9**

**Section:**

**Business  
Page 1 of 1**

### INTERSCHOLASTIC ATHLETIC TRANSPORTATION FEE PROCEDURE

Student athletes who use District-provided transportation for away contests will be required to pay an interscholastic athletic transportation fee to help offset the District transportation operational expenses for the team when the team is transported at District expense. The fee will not be applicable to the athletes on any interscholastic athletic team that does not utilize District vehicles to transport the athletes.

Students from indigent families who participate in the interscholastic athletic program will be provided transportation to interscholastic athletic events free of charge. The identity of students who are not required to pay the fee will be kept confidential. For this interscholastic athletic transportation fee procedure, an indigent family is defined as one family with a monthly income less than:

Family Size	Monthly Gross Income	Family Size	Monthly Gross Income
1	\$707	6	\$2,187
2	\$1,158	7	\$2,401
3	\$1,436	8	\$2,618
4	\$1,708	9	\$2,838
5	\$1,946	10 or more	\$3,082

### Transportation Fees

The interscholastic athletic transportation fee will be \$49.00 per participant per sport and will be reviewed annually.

Athletes who use District-provided transportation must pay the interscholastic athletic transportation fee prior to the team's first contest. Athletes who use District-provided transportation must pay the fee in full by the date set by the individual school.

Fees will be paid to the respective schools' Student Body Account Clerk who will maintain an appropriate District athletic account within the school's student body account. Each school will be responsible for establishing an appropriate internal tracking system for the collection of interscholastic athletic fees. The schools will be billed for expenses on a monthly basis.

### Refunds

Athletic transportation fees will be refunded upon school receipt of a written parent fee refund request as follows:

**FULL REFUND:** If the student is no longer a member of the team for the first team contest

**ONE-HALF REFUND:** If the student is on the team for the first team contest, but is no longer on the team after one-half of the contests are completed.

**NO REFUND:** If the student is a member of the team after the mid-point of the season (i.e., more than one-half of the contests completed) but is no longer on the team at the end of the season.

**RECOMMENDED:** Secondary Administrative Council - (01/98) 8/01  
**APPROVED:** Superintendent - (08/98) 8/01



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

Board Policy: #3541.2

Section: Business  
Page 1 of 1

---

## TRANSPORTATION OF STUDENTS WITH DISABILITIES

The Governing Board shall ensure that appropriate transportation services are provided for students with disabilities as specified in their individualized education program (IEP) or accommodation plan. The District shall make home-to-school transportation available for students at no cost to parents/guardians as specified in the student's IEP.

The Superintendent or designee shall establish criteria and procedures for determining the most appropriate mode of transportation for an individual student based on identified needs as determined in the IEP or accommodation plan.

The Superintendent or designee shall establish procedures to ensure compatibility between mobile seating devices and bus securement systems.

### Legal Reference:

#### EDUCATION CODE

§39807.5 Payment of transportation cost  
§39839 Guide dogs, signal dogs and service dogs on bus  
§41850-41854 Allowances for transportation  
§48300-48315 Alternative interdistrict attendance program  
§48915.5 Expulsion of students with exceptional needs  
§56195.8 Adoption of policies  
§56327 Assessment for special education and related services  
§56345 Individualized education program  
§56366 Nonpublic nonsectarian schools or agencies  
§56366.1 Waiver of requirements under section 56365 and 56366

#### CODE OF REGULATIONS, TITLE 5

§15050 Transfer of funds to child development fund and development center for handicapped pupils fund  
§15243 Physically handicapped minors  
§15271 Exclusion from report

#### UNITED STATES CODE, TITLE 20

§1400-1487 Individuals with Disabilities Education Act

#### UNITED STATES CODE, TITLE 29

§794 Section 504 of the Rehabilitation Act of 1973

#### CODE OF FEDERAL REGULATIONS, TITLE 34

§104.4 Equal opportunity under the Rehabilitation Act of 1973, Section 504

#### CODE OF FEDERAL REGULATIONS, TITLE 49

§571.222 Federal requirements for bus securement systems



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

Administrative  
Procedure:

#3542(a)

Section:

Business

Page 1 of 3

---

## SCHOOL BUS DRIVERS

### School Bus Driver Authority and Responsibilities

Students transported in a school bus or in a student activity bus shall be under the authority of, and responsible directly to, the driver of the bus. The driver shall be held responsible for the orderly conduct of the students while they are on the bus or being escorted across a street, highway or road.

A bus driver shall have the authority to discontinue the operation of a school bus whenever he/she determines that it is unsafe to continue.

Administrative regulations related to bus driver authority shall be made available to parents/guardians, students, teachers and other interested parties.

The bus driver is responsible for the safe and orderly conduct of students when they are being escorted across a roadway, loading/unloading the bus and while riding on the bus. When students are to be escorted across a roadway, the driver will first ensure that it is safe to cross the roadway; then the driver will escort all students in Kindergarten through Grade 6 across the roadway. When being escorted across a roadway, students will be directed to cross in front of the bus, between the bus and the driver. The driver will make certain that all students have safely crossed the roadway before moving the bus. The bus driver need not escort students across a roadway when pedestrian traffic is controlled by a traffic signal. Bus drivers shall have the authority to discontinue the operation of school buses whenever the bus driver determines that it is unsafe to continue.

To help ensure the safety and well being of each student, the bus driver will not require a student to leave the bus while in route between home and school or any other destination. Also, the bus driver will not make a bus stop when fog reduces visibility to less than 200 feet in the immediate area of the bus stop.

Drivers shall activate the flashing amber light warning system, if the bus is so equipped beginning 200 feet before any bus stop where students are loading or unloading. They shall operate the flashing red signal lights and stop signal arm at all times when the bus is stopped to load or unload students. The flashing amber warning lights, flashing red signal lights and stop signal arm shall not be operated at any other time, or at any place where traffic is controlled by a traffic officer.



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

**Administrative  
Procedure:**

**#3542(a)**

**Section:**

**Business**

**Page 2 of 3**

The use of amber lights, red lights, and stop signal arms will not be required when loading or unloading special education students who are confined to wheelchairs or who are escorted to or from the school bus by a parent, their designee, or by a school official or who may require assistance to load or unload the school bus.

The flashing red signal lights and stop signal arm requirements shall not apply to locations identified by the Superintendent or designee, in consultation with the California Highway Patrol, as presenting a unique traffic hazard due to roadway design or proximity to an intersection.

When the bus is stopped on a highway or private road to load or unload students and a traffic officer or official traffic control signal does not control traffic, the driver shall:

1. Check for approaching traffic in all directions and activate the flashing red light signal system and, if the bus is so equipped, the stop signal arm.
2. Before opening the door, ensure that the flashing red signal lights and stop signal arm are activated and that it is safe to exit the bus.
3. Escort all students who need to cross the highway or private road, using an approved hand-held "STOP" sign while so doing.
4. Require all students to walk in front of the bus as they cross the road or highway.
5. Ensure that all students who need to cross the road or highway have crossed safely and that all other unloaded students and pedestrians are a safe distance from the bus before setting the bus in motion.

The bus driver will make verbal or written reports to the Transportation Foreman under the following circumstances:

1. Recurring and/or serious student misbehavior.
2. Parent and/or student complaints regarding transportation services.
3. Any traffic violation involving the driver's bus.
4. Any accident involving a student or District vehicle.
5. Repeated late school dismissals that cause transportation delays. The driver will also report such late school dismissals to the school principal.
6. Any incident of a bus overload.
7. Mechanical or other problems with buses and equipment.



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

Administrative  
Procedure:

#3542(a)

Section:

Business

Page 3 of 3

---

Qualifications, Training and Monitoring

All drivers employed to operate school buses or student activity buses shall possess, at a minimum, both of the following documents issued by the State Department of Motor Vehicles:

1. A valid driver's license for the appropriate class of vehicle to be driven
2. A certificate that permits the driver to operate either school buses or student activity buses, as applicable.

School bus drivers shall be subject to drug and alcohol testing in accordance with Governing Board policy and the requirements of federal law.

The Superintendent or designee shall notify the Department of Motor Vehicles within five (5) days whenever any school bus driver has tested positive for drugs or alcohol, is dismissed for a cause related to student transportation safety, or whenever a driver so dismissed has been reinstated.

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**Chico Unified School District**

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

Board Policy:

#3720

Section:

Business

Page 1 of 1

---

**AUTHORITY OF SCHOOL BUS DRIVER**

The bus driver will maintain a safe, orderly and positive environment for students while on the bus and when being escorted across the roadway or highway. If other District staff members are passengers on the bus, they will assist the driver in maintaining an appropriate environment. Students are expected to assist the driver in maintaining an appropriate environment by conducting themselves in a cooperative and respectful manner.

Any student who does not conduct herself/himself in an appropriate manner will be subject to disciplinary action. Disciplinary action may involve the issuance of a citation or, for repeated citations and/or a severe matter, the student will be denied transportation for a period of time. To help ensure the safety of students, the bus driver will not require any student to leave the bus while the bus is in route between home, school and/or any other destination.

The driver will comply with all Federal, State and District laws and regulations. The driver is responsible to immediately report any accident to the California Highway Patrol and the driver's supervisor.

**SELECTED STATUTORY PROVISIONS**

Calif. Admin. Code Title V §14103 - Authority of the Driver

Vehicle Code §12517 - Qualifications of Drivers

RECOMMENDED: Superintendent - June, 1990

ADOPTED: Board of Education - June, 1990



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

Administrative  
Procedure:

#3543(a)

Section:

Business

Page 1 of 4

---

## TRANSPORTATION SAFETY AND EMERGENCIES

### Transportation Safety Plan

The Superintendent or designee shall develop a transportation safety plan to address student safety that includes all of the following:

1. Procedures for determining if students in Grades k-12 require escort to cross a private road or highway at a bus stop pursuant to Vehicle Code 22112
2. Procedures for all students in Grades K-12 to follow as they board and exit the bus at their bus stops
3. Procedures for boarding and exiting a school bus at a school or other trip destination

A copy of the plan shall be kept at each school site and made available upon request to the California Highway Patrol.

### Road Standards for School Buses

Bus routes will generally be limited to properly maintained, paved roads with no dead ends. A bus route may include limited travel distances on a gravel road(s) if the gravel road is properly maintained. All roads to be traveled by school buses must provide the driver with good visibility and be sufficiently wide for two vehicles to pass safely.

### Bus Stop Standards

District staff will determine the number, location and modification of school bus stops. Major criteria to be based by the staff to select bus stops are as follows:

1. Safety, convenience, efficiency, cost effectiveness;
2. Impact of bus stops on neighborhood;
3. Located on regularly traveled roads whenever possible;
4. .25 mile minimum distance between bus stops;
5. 200 feet minimum visibility for approaching traffic (the California Highway Patrol will be consulted on any exceptions);
6. All bus stops must conform to California Code of Regulations Title 13, Section 1238, School Bus Stops.



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

**Administrative  
Procedure:**

**#3543(a)**

**Section:**

**Business**

**Page 2 of 4**

---

### Safe Bus Operations

School buses and school student activity buses shall also not be operated whenever the number of passengers exceeds bus-seating capacity, except when necessary in emergency situations that require that students be moved immediately to ensure their safety.

The Superintendent or designee may place a notice at bus entrances that warns against unauthorized entry. The driver or another school official may order any person to disembark if that person enters a bus without prior authorization and has intent to commit a crime.

Each school bus shall be equipped with at least one fire extinguisher located in the driver's compartment that meets the standards specified in law.

The Superintendent or designee shall review all investigations of bus incidents and accidents to develop preventative measures.

### Student Instruction

All students who are transported in a school bus or student activity bus shall receive instruction in school bus emergency procedures and passenger safety.

1. Each school year, the Superintendent or designee shall provide appropriate instruction in safe riding practices and emergency evacuation drills. Each student who receives home-to-school transportation in a school bus
2. At least once each school year, all students in Grades K-12 who receive home-to-school transportation shall receive safety instruction which includes, but is not limited to:
  - a. Proper loading and unloading procedures, including escorting by the driver.
  - b. How to safely cross the street, highway or private road.
  - c. The use of passenger restraint systems, including but not limited to the proper fastening and release of the Passenger restraint system, acceptable placement of passenger restraint systems on students, times at which the passenger restraint systems should be fastened and released, and acceptable placement of the passenger restraint systems when not in use if a passenger restraint system is in place.
  - d. Proper passenger conducts.
  - e. Bus evacuation.
  - f. Location of emergency equipment.



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

**Administrative  
Procedure:**

**#3543(a)**

**Section:**

**Business**

**Page 3 of 4**

As part of this instruction, students shall evacuate the school bus through emergency exit doors. Instruction also may include responsibilities of passengers seated next to an emergency exit.

Each time the above instruction is given, the following information shall be documented:

- a. District name.
- b. School name and location.
- c. Date of instruction.
- d. Names of supervising adults.
- e. Number of students participating.
- f. Grade levels of students.
- g. Subjects covered in instruction.
- h. Amount of time taken for instruction.
- i. Bus driver's name.
- j. Bus number.
- k. Additional remarks.

This documentation shall be kept on file at the Transportation Department Office for one year and shall be available for inspection by the California Highway Patrol.

3. Before departing on a school activity trip, all students riding on a school bus or student activity bus shall receive safety instruction which includes, but is not limited to:
  - a. Location of emergency exits.
  - b. Location and use of emergency equipment.

This instruction also may include responsibilities of passengers seated next to an emergency exit. shall be required to receive this instruction.

### Notifications

The Superintendent or designee shall provide written safety information to the parents/guardians of all students in Grades K-12 who have not previously been transported in a school bus or student activity bus. This information shall be provided upon registration and shall include.

1. A list of school bus stops near each student's home.



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

**Administrative  
Procedure:**

**#3543(a)**

**Section:**

**Business  
Page 4 of 4**

- 
2. General rules of conduct at school bus loading zones.
  3. Red light crossing instructions.
  4. School bus danger zone.
  5. Walking to and from school bus stops.

**REVISED DRAFT**



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

Administrative  
Procedure:

#3710.1

Section:

Business  
Page 1 of 4

---

## SCHOOL BUS TRANSPORTATION PROCEDURES

The safe transportation of students and staff is a primary goal of the school district. This "School Bus Transportation Procedure" is intended to promote safe, efficient and cost effective transportation services.

### Road Standards for School Buses

Bus routes will generally be limited to properly maintained, paved roads with no dead ends. A bus route may include limited travel distances on a gravel road(s) if the gravel road is properly maintained. All roads to be traveled by school buses must provide the driver with good visibility and be sufficiently wide for two vehicles to pass safely.

### Bus Stop Standards

The number, location and modification of school bus stops will be determined by District staff. Major criteria to be used by the staff to select bus stops are as follows:

1. safety, convenience, efficiency, cost effectiveness;
2. impact of bus stops on neighborhood;
3. located on regularly traveled roads whenever possible;
4. .25 mile minimum distance between bus stops;
5. 200 feet minimum visibility for approaching traffic (the California Highway Patrol will be consulted on any exceptions);
6. all bus stops must conform to California Code of Regulations Title 13, Section 1238, School Bus Stops.

### Student Travel Time

Staff will attempt to limit student riding time to less than one hour on the morning home-to-school bus route and less than one hour on the afternoon school-to-home bus route.

### Student Training for Emergency Evacuation

Consistent with existing State law, the principal/designee and District transportation staff will provide annual bus evacuation training for students. The students may either participate directly or observe an evacuation demonstration by other students.

### Student Behavior

Students will be provided with a safe, friendly and positive environment on the school bus. While the students are being escorted across a roadway, loading/unloading the bus or riding on the bus, those students will be under the authority of and directly responsible to the bus driver. Each student is expected to treat other students in a respectful and cooperative manner. Any student who does not conduct herself/himself appropriately is potentially jeopardizing the safety and well being of other students on the bus, and that student will be subject to disciplinary action.



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

**Administrative  
Procedure:**

**#3710.1**

**Section:**

**Business**

**Page 2 of 4**

Student discipline will range from a verbal reprimand in less severe cases to suspension of transportation privileges in more severe cases. If a student does not observe the District's "Rules Governing Behavior on School Buses," the offending student will be issued a written citation as follows:

- First Citation -** The first citation during the school year may be a written notice of inappropriate behavior, or, for a very serious infraction, the student's transportation privileges may be suspended by the Transportation Foreman for a period of time.
- Second Citation -** The second citation during the school year may be a written notice of inappropriate behavior; a short suspension of transportation privileges; or, for a very serious infraction, the student's transportation privileges may be suspended by the Transportation Foreman for a lengthy period of time.
- Third Citation -** The third citation during the school year may be a written notice of inappropriate behavior, but will usually result in a suspension of the student's transportation privileges for a lengthy period of time.
- Fourth Citation -** The fourth citation during the school year will result in the automatic suspension of the student's transportation privileges for the remainder of the school year unless the "automatic suspension" is modified by the Transportation Foreman due to extraordinary circumstances.

Parents will be requested to meet with a member(s) of the transportation staff and, when appropriate, a member(s) of the school staff regarding a suspension of the student's transportation privileges. During the conference, the parent will be informed of the offending student's behavior and the seriousness of the offense. The parents will be encouraged to help the student understand the serious nature of her/his behavior.

#### Bus Driver Authority and Responsibility

The bus driver is responsible for the safe and orderly conduct of students when they are being escorted across a roadway, loading/ unloading the bus and while riding on the bus. When students are to be escorted across a roadway, the driver will first ensure that it is safe to cross the roadway; then the driver will escort all students in Kindergarten through Grade 6 across the roadway. When being escorted across a roadway, students will be directed to cross in front of the bus, between the bus and the driver. The driver will make certain that all students have safely crossed the roadway before moving the bus. The bus driver need not escort students across a roadway when pedestrian traffic is controlled by a traffic signal. Bus drivers shall have the authority to discontinue the operation of school buses whenever the bus driver determines that it is unsafe to continue.

To help ensure the safety and well being of each student, the bus driver will not require a student to leave the bus while in route between home and school or any other destination. Also, the bus driver will not make a bus stop when fog reduces visibility to less than 200 feet in the immediate area of the bus stop.

Drivers shall activate the flashing amber light warning system, if the bus is so equipped beginning 200 feet before any bus stop where students are loading or unloading. They shall operate the flashing red signal lights and stop signal arm at all times when the bus is stopped to load or unload students. The flashing amber warning lights, flashing red signal lights and stop signal arm shall not be operated at any other time, or at any place where traffic is controlled by a traffic officer.



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

**Administrative  
Procedure:**

**#3710.1**

**Section:**

**Business  
Page 3 of 4**

The use of amber lights, red lights, and stop signal arms will not be required when loading or unloading special education students who are confined to wheelchairs or who are escorted to or from the school bus by a parent, their designee, or by a school official or who may require assistance to load or unload the school bus.

The flashing red signal lights and stop signal arm requirements shall not apply to locations identified by the Superintendent or designee, in consultation with the California Highway Patrol, as presenting a unique traffic hazard due to roadway design or proximity to an intersection.

When the bus is stopped on a highway or private road to load or unload students, and traffic is not controlled by a traffic officer or official traffic control signal, the driver shall:

1. Check for approaching traffic in all directions and activate the flashing red light signal system and, if the bus is so equipped, the stop signal arm.
2. Before opening the door, ensure that the flashing red signal lights and stop signal arm are activated and that it is safe to exit the bus.
3. Escort all students who need to cross the highway or private road, using an approved hand-held "STOP" sign while so doing.
4. Require all students to walk in front of the bus as they cross the road or highway.
5. Ensure that all students who need to cross the road or highway have crossed safely and that all other unloaded students and pedestrians are a safe distance from the bus before setting the bus in motion.

The bus driver will make verbal or written reports to the Transportation Foreman under the following circumstances:

1. recurring and/or serious student misbehavior.
2. parent and/or student complaints regarding transportation services.
3. any traffic violation involving the driver's bus.
4. any accident involving a student or District vehicle.
5. repeated late school dismissals which cause transportation delays. The driver will also report such late school dismissals to the school principal.
6. any incident of a bus overload.
7. mechanical or other problems with buses and equipment.

#### Student Transportation Fees

The annual home-to-school transportation fee schedule for all students (K-12) who ride the bus either to or from school and/or to and from school will be reviewed annually and a fee schedule established for the year. Each family must pay for up to two riders per family, but any additional riders from the family will be transported free.

Transportation fees for students who ride the school bus once in the morning or once in the afternoon will be one-





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

**Administrative  
Procedure:**

**#3710.1**

**Section:**

**Business  
Page 4 of 4**

half the rate paid by other students. Fees for less than a full year will be prorated by staff based on the proportional part of the year that transportation of the student is approved by the District.

A booklet of bus tickets may be purchased for the occasional bus rider who may wish to ride the bus on a space-available basis. The cost of each ticket in the booklet will be 50 cents.

Parents desiring home-to-school transportation services must apply for the service and receive District approval before their child(ren) will be allowed to ride the school bus; however, exceptions may be made by staff at the beginning of the school year and in emergency situations. Parents who pay a transportation fee and received District approval for their child to ride a school bus will be advised that they must pay any subsequent transportation fee(s) in a timely manner to retain their transportation service. Parents will also be advised that if transportation fees are not paid in a timely manner and transportation services are revoked, the parent assumes full responsibility for the welfare and transport of her/his child.

For this transportation policy, an indigent family is defined as one family with a monthly income less than:

Family Size	Monthly Income	
1	\$686.00	Staff is authorized, consistent with existing laws, to confirm the family's income as reported by parents on the District application for free transportation services.
2	\$1,125.00	
3	\$1,395.00	
4	\$1,658.00	
5	\$1,854.00	
6	\$2,124.00	
7	\$2,333.00	
8	\$2,542.00	
9	\$2,757.00	
10 or more	\$2,993.00	

**RECOMMENDED:** General Administrative Council - (10/99) 06/00  
**APPROVED:** Superintendent - (10/99) 06/00



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

**Administrative  
Procedure:**

**#3710.2**

**Section:**

**Business  
Page 1 of 1**

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### PEDESTRIAN SAFETY PROCEDURES

The Board of Education has determined that students who are not otherwise eligible for home-to-school and school-to-home transportation may be transported by the District if the Board determined that those students should be transported due to extremely hazardous pedestrian conditions. To assess any alleged extremely hazardous pedestrian condition and assist the Board in determining if those conditions exist in a specified area, transportation staff will utilize the following criteria that could impact pedestrian safety:

1. acceptable walkways contiguous to the roadway (sidewalks, shoulders, bike paths, etc.)
2. acceptable vehicular speed controls.
3. acceptable number of vehicles on contiguous roadways.
4. acceptable visibility.
5. acceptable pedestrian/vehicular controls (pedestrian crosswalks, stop signs and/or lights) in appropriate locations.

**RECOMMENDED:** General Administrative Council - August, 1990  
**APPROVED:** Superintendent - August, 1990



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

Administrative  
Procedure:

#3710.3

Section:

Business  
Page 1 of 1

---

### SPACE-AVAILABLE TRANSPORTATION SERVICES PROCEDURES

Students who are not otherwise eligible for home-to-school and school-to-home transportation services may be allowed to ride the bus on a space-available basis. To apply for space-available transportation services, the student or parent will complete a "Space-Available Request Form" and return the completed form to the school office or the Transportation Department. The transportation staff will then review all applications and assess the space available on the various bus routes. If available space on a bus exceeds the applications for space-available transportation services for that bus, all applications will be approved. If the applications for space-available transportation services for the bus exceeds the actual available spaces on the bus, only a portion of the applications will be approved via a priority lot drawing.

#### Conditions for Space-Available Riders

Parents of students with approved applications to ride the bus on a space-available basis will be notified of the approval and the deadline to pick up their "Space-Available Bus Pass." The parent or student receiving a "Space-Available Bus Pass" will be advised that the pass may be revoked at any time during the school year by the District with two days advance notice if space is needed on the bus to transport eligible riders.

#### Bus Stops

The space-available bus rider must board the bus at a District-approved bus stop. An additional bus stop will not be established for space-available riders.

RECOMMENDED: General Administrative Council - August, 1990  
APPROVED: Superintendent - August, 1990



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

Administrative  
Procedure:

#3710.4

Section:

Business  
Page 1 of 2

### RULES GOVERNING STUDENT BEHAVIOR ON SCHOOL BUSES

Students transported in a school bus shall be under the authority of, and responsible directly to, the driver of the bus. Each student who rides the school bus will comply with directives from the bus driver and/or other District personnel responsible for student conduct, treat other students and the bus driver in a cooperative and respectful manner, and observe the following rules:

1. Students shall pass in front of the bus when it is necessary to cross the roadway.
2. Written permission to board or leave a school bus at a location other than the student's designated bus stop must be signed by the parent/guardian and school principal/designee.
3. When waiting to board the bus, students are to wait until the bus is completely stopped, and then walk toward the bus for boarding.
4. Students are to be at the bus stop when the bus arrives.
5. Students are to go to their seats promptly after boarding the bus.
6. Students will be seated immediately. Seats may be assigned to them by the bus driver.
7. Students are to sit in their seats, facing forward.
8. Students will close bus windows when so directed by the bus driver.
9. The aisles and emergency exits are to be kept clear of hands, feet, books, etc.
10. Students are not to speak to the driver while the bus is in motion unless granted permission by the driver or in case of emergency.
11. Except for registered guide dogs for the blind, students shall not bring animals, reptiles, birds or insects on the bus.
12. Students are to report promptly to the bus driver any damage (including markings, etc.) on seats or any other parts of the bus.
13. Damage to buses occurring as a result of carelessness, willful misconduct, negligence, malicious destruction, etc., shall be the financial responsibility of the parent/guardian of the student causing the damage.
14. Students may not bring glass containers of any kind on the school bus.
15. Behavior deemed inappropriate by the bus driver will not be tolerated.

Each student who rides the school bus will refrain from any behavior that may adversely impact the safety, health or well being of others on the bus and/or any damage to school district property. The student shall not:

1. Talk or laugh in an unusually loud voice;
2. Crowd or push;
3. Scuffle or wrestle;
4. Use profane language or vulgar gestures;
5. Tease, chastise, annoy or make fun of others;
6. Throw articles inside or out of the bus;
7. Put any part of his/her body or any article out of the bus window;
8. Stand while the bus is in motion;
9. Chew gum, eat or drink on the bus (at bus driver discretion, drinking water may be permitted in plastic containers);
10. Possess knives, firearms, explosives or other objects which could harm others;
11. Light matches, lighters or firecrackers;
12. Possess or use tobacco, alcohol or illegal drugs at the bus stop or on the bus;
13. Violate regulations enumerated in Education Code §48900 and/or District Procedure 5050.1.



**Chico Unified School District**

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

**Administrative  
Procedure:**

**#3710.4**

**Section:**

**Business**

**Page 2 of 2**

---

**Related District Policy/Procedures**

Board Policies 3710 and 3720

District Procedures 3710.1, 3710.2, 3710.3, 5040.1 and 5050.1

**Selected Statutory References**

Education Code §48900 - Grounds for Suspension or Expulsion

California Administrative Code, Title V, 14103 - Authority of the Driver

**RECOMMENDED:**  
**APPROVED:**

General Administrative Council - May, 1997  
Superintendent - May, 1997



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

**Administrative Procedure:** #3710.4.1/5030.2.1

**Section:** Business/Students

Page 1 of 1

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### SCHOOL BUS SAFETY RULES - LOADING/UNLOADING AREAS

Buses are large vehicles and have "blind spots" where the driver has difficulty seeing students. Because of the size and visibility problems inherent with school buses, the following safety precautions are to be adhered to by all students.

When crossing streets to and from school, always use a crosswalk area. Remember to stop, look and listen before crossing. Always try to walk against oncoming traffic and stay on the sidewalks or well away from the road/street.

Plan to arrive at your bus stop about 5 minutes early.

When you arrive at the bus stop stand in an orderly line at least ten feet back from the area the bus stops in. Never get closer than ten feet from a bus unless you are entering or leaving it.

Keep your hands to yourself in all bus loading zones.

When you get off a bus, walk away from it. Never walk in front of or behind the bus.

If you drop something around the bus, do not pick it up. Ask the driver to pick it up for you or to watch you pick it up.

If your bus stop requires you to cross the street you must be escorted by the school bus driver. STUDENTS WHO NEED TO CROSS THE ROADWAY MUST NOTIFY THE SCHOOL BUS DRIVER PRIOR TO DISEMBARKING FROM THE SCHOOL BUS. The driver will stop the bus, activate the red flashing lights, and enter the street first to ensure all vehicles have stopped. The driver will then use a hand-held stop sign and escort all students as a group across the street in front of the bus. Never cross the street behind the bus. You may not return to the school bus or re-cross the street at any time after being escorted across the roadway by the school bus driver.

You must always get on and off the school bus at your designated bus stop. Exceptions for special occasions may be made by submitting to the bus driver a note signed and dated by your parent/guardian stating why, when, and where you are requesting to load or unload with the Principal's or designee's signature on the note signifying approval of the request.

**RECOMMENDED:** General Administrative Council - May, 1998  
**APPROVED:** Superintendent - May, 1998



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

Board Policy:

#3311

Section:

Business

Page 1 of 2

---

## UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING SYSTEM

The Chico Unified School District will participate in the Uniform Public Construction Cost Account Act, hereinafter, called "the Act" to allow flexibility in the bidding of minor school construction projects. As a requirement of participation, the following rules and regulations will apply:

### Informal Bid Procedures

Public projects, as defined by the Act and in accordance with the limits listed in Section 22032 of the Public Contract Code, will be let to contract by informal procedures as set forth in Section 22032, et seq., of the Public Contract Code.

### Contractors List

A list of contractors shall be developed and maintained in accordance with the provisions of Section 22034 of the Public Contract Code and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission.

### Notice Inviting Informal Bids

Where a public project is to be performed which is subject to the provisions of this Policy, a notice inviting informal bids shall be mailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with the above section entitled "Contractors List", and to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with Section 22036 of the Public Contract Code. Additional contractors and/or construction trade journals may be notified at the discretion of the department/agency soliciting bids; provided however:

1. If there is no list of qualified contractors maintained by the District for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by the Commission.
2. If the product of service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

### Award of Contracts

The following personnel are authorized to jointly award informal contracts pursuant to this Section:



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

Board Policy:

#3311

Section:

Business  
Page 2 of 2

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1. The Assistant Superintendent, Business Services or the Director, Fiscal Services

AND

2. The Director, Maintenance & Operations/Transportation or Facilities Planning/Construction Manager.

REVISED DRAFT





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

Board Policy: #3311

Section: Business  
Page 1 of 1

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- (1) If there is no list of qualified contractors maintained by the District for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by the Commission.
- (2) If the product of service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

#### Award of Contracts

The following personnel are authorized to jointly award informal contracts pursuant to this Section:

- (1) The Assistant Superintendent, Personnel Services/Maintenance & Operations or the Director, Fiscal Services

AND

- (2) The Director, Maintenance & Operations/Transportation or Facilities Planning/Construction Manager.

RECOMMENDED:  
RECOMMENDED:  
ADOPTED:

General Administrative Council - 11/00  
Superintendent - 11/00  
Board of Education - 11/00



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

Board Policy:

#3515.6

Section:

Business

Page 1 of 2

---

### CRIMINAL BACKGROUND CHECKS FOR CONTRACTORS

Whenever the district contracts for school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, student transportation, and school site food-related services, the Superintendent or designee shall ensure that the contracting entity certifies in writing that any employees who may come into contact with students have not been convicted of a felony as defined in Education Code 45122.1, unless the employee has received a certificate of rehabilitation and a pardon.

On a case-by-case basis, the Superintendent or designee may also require a contracting entity providing school site services, other than those listed above, to comply with these requirements.

These requirements shall not apply if the Superintendent or designee determines that the contracting entity is providing services in an emergency or exceptional situation, such as when student health or safety is endangered or when repairs are needed to make school facilities safe and habitable.

In addition, these requirements shall not apply if the Superintendent or designee determines that the employees of the contracting entity will have limited contact with students. In determining whether a contract employee has limited contact with students, the Superintendent or designee shall consider the totality of the circumstances, including the following factors:

1. The length of time the contractors will be on school grounds
2. Whether students will be in proximity with the site where the contractors will be working
3. Whether the contractors will be working by themselves or with others

Upon a determination that an employee shall have limited contact with students, the Superintendent or designee shall take appropriate steps to protect the safety of any student who may come in contact with this employee.

These steps may include, but not be limited to, ensuring that the employee is working during nonschool hours, providing for regular patrols or supervision of the site from district security or personnel, ensuring that the employee is not working alone when students are present, limiting the employee's access to school grounds and/or providing the employee with a visible means of identification.



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

Board Policy: #3515.6

Section: Business

Page 2 of 2

---

### Other Facility Contractors

When the district contracts for construction, reconstruction, rehabilitation or repair of a school facility where the employees of the entity will have contact, other than limited contact with students, the Superintendent or designee shall ensure the safety of students by utilizing one or more of the following methods:

1. The installation of a physical barrier at the worksite to limit contact with students.
2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

The supervising employee may submit his/her fingerprints to the Department of Justice pursuant to Education Code 45125.1.

3. Surveillance of employees of the entity by school personnel.

These requirements shall not apply if the Superintendent or designee determines that the contracting entity is providing construction, reconstruction, rehabilitation or repair services in an emergency or exceptional situation, such as when student health or safety is endangered or when repairs are needed to make school facilities safe and habitable.

#### Legal Reference:

##### EDUCATION CODE

§41302.5 School districts, definition

§45122.1 Classified employees, conviction of a violent or serious felony

§45125.1 Criminal background checks for contractors

§45125.2 Criminal background checks for construction

##### PENAL CODE

§667.5 Prior prison terms, enhancement of prison terms

§1192.7 Plea bargaining limitation



**Chico Unified School District**

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

Board Policy: #3515.6

Section: Business

Page 1 of 1

**CRIMINAL BACKGROUND CHECKS FOR CONTRACTORS**

Whenever an agency contracts for janitorial, administrative, landscape, transportation, food-related, student/family support services or other similar services, the Superintendent or designee shall ensure that the contracting entity certifies in writing to the District that any employees who may come into contact with students have not been convicted of a violent or serious felony.

These requirements shall not apply if the Superintendent or designee determines that the contracting entity is providing services in an emergency or exceptional situation, such as when student health or safety is endangered or when repairs are needed to make school facilities safe and habitable.

In addition, these requirements shall not apply if the Superintendent or designee determines that the employees of the contracting entity will have limited contact with students. In determining whether a contract employee has limited contact with students, the Superintendent or designee shall consider the totality of the circumstances, including the following factors:

- ?? The length of time the contractors will be on school grounds.
- ?? Whether students will be in proximity with the site where the contractors will be working.
- ?? Whether the contractors will be working by themselves or with others.

Upon a determination that an employee shall have limited contact with students, the Superintendent or designee shall take appropriate steps to protect the safety of any student who may come in contact with this employee.

These steps may include, but not be limited to, ensuring that the employee is working during non-school hours, providing for regular patrols or supervision of the site from district security or personnel, ensuring that the employee is not working alone when students are present, limiting the contracted employee's access to school grounds, and/or providing the employee with a visible means of identification.

**Legal References**

**EDUCATION CODE**

- 41302.5 School districts, definition
- 45122.1 Classified employees, conviction of a violent or serious felony
- 45125.1 Criminal background checks for contractors

**PENAL CODE**

- 667.5 Prior prison terms, enhancement of prison terms
- 1192.7 Plea bargaining limitation

RECOMMENDED: General Administrative Council - December, 1997  
RECOMMENDED: Superintendent - December, 1997  
ADOPTED: Board of Education - January, 1998