

CUSD Board of Education

Regular Meeting Agenda

Chico City Council Chambers

May 27, 2009

CLOSED SESSION – 5:00 P.M.

REGULAR BOARD MEETING – 6:00 P.M.



Board Members

Jann Reed, President
Dr. Kathy Kaiser, Vice President
Elizabeth Griffin, Clerk
Dr. Andrea Lerner Thompson, Member
Rick Rees, Member

Kelly Staley, Superintendent

This Agenda is Available at:
Chico Unified School District
1163 E. 7th Street
Chico, CA 95928
(530) 891-3000
Or Online at:
www.chicousd.org

Posted: 5/22/09

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

INFORMATION, PROCEDURES AND CONDUCT OF CUSD BOARD OF EDUCATION MEETINGS

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

CONSENT CALENDAR

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

STUDENT PARTICIPATION

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

PUBLIC PARTICIPATON FOR ITEMS ON THE AGENDA

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

- Speakers will identify themselves and will direct their comments to the Board.
- Each speaker will be allowed five (5) minutes to address the Board.
- In case of numerous requests to address the same item, the Board may select representatives to speak on each side of the item.

PUBLIC PARTICIPATON FOR ITEMS NOT ON THE AGENDA

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

- Public comments for items not on the agenda will be limited to one hour in duration.
- Initially, each general topic will be limited to 3 speakers.
- Speakers will identify themselves and will direct their comments to the Chair.
- Each speaker will be given five (5) minutes to address the Board.
- Once 2 speakers have shared a similar viewpoint, the Chair will ask for a differing viewpoint. If no other viewpoint is represented then a 3rd speaker may present.
- Speakers will not be allowed to yield their time to other speakers.
- After all topics have been heard, the remainder of the hour may be used by additional speakers to address a previously raised issue.

WRITTEN MATERIAL:

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

COPIES OF AGENDAS AND RELATED MATERIALS:

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

AMERICANS WITH DISABILITIES ACT

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

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

CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Regular Meeting – May 27, 2009

Closed Session – 5:00 p.m.

Regular Session - 6:00 p.m.

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

AGENDA

1. **CALL TO ORDER**

2. **CLOSED SESSION**

1. Update on Labor Negotiations

Employee Organizations:

CUTA

CSEA, Chapter #110

Representatives:

Kelly Staley, Superintendent

Bob Feaster, Assistant Superintendent

Jan Combes, Assistant Superintendent

2. Public Employee Appointments

Per Government Code §54957

Title: Marsh Jr. High School Assistant Principal

Title: Chico High School Assistant Principal

3. Public Employee Performance Evaluation

Per Government Code §54957

Title: Superintendent

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

3. **RECONVENE TO REGULAR SESSION**

1. Call to Order
2. Report Action Taken in Closed Session
3. Flag Salute

4. **STUDENT REPORTS**

5. **SUPERINTENDENT'S REPORT**

6. **CONSENT CALENDAR**

1. GENERAL

1. Consider Approval of Minutes of Regular Session on April 29, 2009, Special Session on May 13, 2009, and Special Session on May 20, 2009
2. Consider Approval of Items Donated to Chico Unified School District

2. EDUCATIONAL SERVICES

1. Consider Expulsion of Students with the Following IDs: 36642, 39182, 39878, 61622, 62566, 62567, 63441, 67796, 67818, 68759, 69241
2. Consider Expulsion Clearance of Students with the Following IDs: 35351, 35381, 38011, 39145
3. Consider Approval of the Field Trip Request for PVHS ROP Student to Attend the National SkillsUSA Competition in Kansas City, MO from 6/21/09-6/27/09
4. Consider Approval of California Interscholastic Federation Representatives to League
5. Consider Approval of Perkins Annual Funding Application
6. Consider Approval of Quarterly Report on Williams Uniform Complaints
7. Consider Approval of CAHSEE Waivers for Students with Disabilities
8. Consider Approval of Closed Campus for PVHS Freshman

3. BUSINESS SERVICES
 1. Consider Approval of Accounts Payable Warrants
 2. Consider Approval of New Classroom Building at Chico High School – Division of State Architect Testing Lab Services
 3. Consider Approval of Division of State Architect Inspector Services – District-wide Small or Emergency Projects
4. HUMAN RESOURCES
 1. Consider Approval of Certificated Human Resources Actions
 2. Consider Approval of Classified Human Resources Actions
 3. Consider Approval of Agreement between California Department of Education and Chico Unified School District for Employee Assignment Based on a Compelling Management Need (Bob Feaster)
7. **DISCUSSION/ACTION CALENDAR**
 1. EDUCATIONAL SERVICES
 1. Information: BIGS in Schools (Carolyn Adkisson)
 2. Discussion/Action: Application for Alternative School of Choice Status for Sierra View Elementary School by the State Department of Education (Debbie Aldred)
 3. Public Hearing/Discussion/Action: Application for Alternative School of Choice Status Waiver for Sierra View Elementary School by the State Superintendent of Public Instruction (Debbie Aldred)
 4. Discussion/Action: Grades 7-8 Mathematics Textbook Recommendation (Michael Morris)
 5. Discussion/Action: Recommendation of District Charter Review Committee re: Inspire College Prep High School (Sara Simmons)
 2. BUSINESS SERVICES
 1. Discussion/Action: Budget Update – 2008-09 Third Period Interim Report (Jan Combes)
 3. HUMAN RESOURCES
 1. Discussion/Action: Consider Approval of Resolution 1078-09, Elimination of Classified Services and Ordering Layoffs in the Classified Service for the 2008-2009 School Year (Bob Feaster)
 2. Discussion/Action: Resolution per Education Code 44263-Resolution 1079-09, To Allow a Credentialed Teacher to Teach Any Single Subject Class Based on Appropriate Coursework (Bob Feaster)
 4. SCHOOL BOARD SELF-EVALUATION
 1. Discussion/Action: Use CSBA Format to Complete Annual Self-Evaluation
 5. BOARD MEETINGS
 1. Discussion: Dates and Times for Regular Meetings for Future Years
 2. Discussion: Order of the Agenda
8. **ITEMS FROM THE FLOOR**
9. **ANNOUNCEMENTS**
10. **ADJOURNMENT**

MINUTES**1. CALL TO ORDER**

At 5:00 p.m. Board President Reed announced the Board was going into Closed Session.

Present: Jann Reed, Dr. Kathy Kaiser, Elizabeth Griffin, Dr. Andrea Lerner Thompson, Rick Rees

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

Employee Organizations:

CUTA

CSEA, Chapter #110

Representatives:

Kelly Staley, Superintendent

Bob Feaster, Assistant Superintendent

Jan Combes, Assistant Superintendent

2.2 Public Employee Performance Evaluation

Per Government Code §54957

Title: Superintendent

3. RECONVENE TO REGULAR SESSION

Present: Jann Reed, Dr. Kathy Kaiser, Elizabeth Griffin, Dr. Andrea L. Thompson, Rick Rees

Absent: None

3.1 Call to Order

At 6:02 p.m. Board President Reed called the Regular Session Meeting to Order in the City Council Chambers.

3.2 Closed Session Announcements

Board President Reed stated the Board had been in Closed Session and had received an Update on Labor Negotiations and there was nothing to report. Item 2.2, Superintendent Evaluation was not discussed.

3.3 Flag Salute

At 6:04 p.m. Board President Reed led the salute to the Flag.

4. STUDENT REPORTS

At 6:05 p.m. Matt Lacko and Lauren Mosier presented information on FVHS student activities; Ashley Henderson presented information on CHS student activities; Ashley Wagner and Daniella LaCroix presented information on PVHS student activities.

5. SUPERINTENDENT'S REPORT

At 6:12 p.m. Director Dave Scott introduced Ann Brodsky who was proud to introduce Jeremy Wilson, Coordinator of Butte Youth Now and Amanda Montgomery, Supervisor from the Department of Behavioral Health. The Butte Youth Now group is interested in reducing substance abuse among youth and working directly with youth and community groups. Information on programs at the schools and initiatives were shared. The Department of Behavioral Health can be reached at 530-891-2891.

At 6:33 p.m. James Baumgartner introduced the CJHS students who had placed at the Annual California Federal Duck Stamp Competition: Emma Hoppough, Allie Jenkins, Coby Esposito, Eli Hase, and Ryan Colbert. Mark Rodriquez introduced the Marigold students: Anthony Mantalvo and Olivia Layne. Mr. Baumgartner invited everyone to the CJHS Sidewalk Draw on May 14.

At 6:35 p.m. Principal Jim Hanlon introduced Mike Bruggeman and Lance Gunnerson, President of the California Industrial and Technology Education Association (CITEA). Mr. Gunnerson recognized Mike Bruggeman as CITEA Teacher of the Year. Mike Bruggeman thanked Lance, Jim and Paul Watters for helping to make the program successful.

MINUTES

6. CONSENT CALENDAR

At 6:42 p.m. Board President Reed announced the Board was moving into the Consent Items, but wanted to explain that Class Size Reduction was not on the agenda and people would not be able to comment on this issue until the end of the meeting. She further explained the Board was planning a special meeting in May in which this would be an agenda item. At 6:44 p.m. Board President Reed asked if anyone would like to pull any Consent Item. Board Member Thompson asked to pull Items 6.2.11. and 6.3.5. Board Vice President Kaiser acknowledged the Donations and the support of the community. Assistant Superintendent Feaster announced there was a correction on Item 6.4.1: the first person on the list, Joan Hart, was to be removed. At 6:30 p.m. Board Member Thompson moved to approve the remaining Consent Items with the change to Item 6.4.1.; seconded by Board Vice President Kaiser.

6.1. GENERAL

1. The minutes of the Regular Meeting on March 25, 2009, Special Meeting on April 1, 2009, and Special Meeting on April 22, 2009 were approved.
2. The Board accepted the items donated to Chico Unified School District.

| Donor | Item | Recipient |
|--|---------------------------------|------------------------------|
| Jackie & Brian Landberg | \$25.00 | Chapman |
| Little Red Hen | \$500.00 | Chapman |
| Little Red Hen | \$500.00 | Little Chico Creek |
| Little Red Hen | \$300.00 | BJHS |
| Little Red Hen | \$200.00 | MJHS |
| Little Red Hen | \$400.00 | PVHS |
| Mrs. Singh | \$25.00 | Little Chico Creek |
| Lifetouch | \$442.00 | Neal Dow |
| Tiffany & Michael Wilhelm | \$200.00 | Neal Dow |
| Technkl | Super Talent 16 G PMP @ \$99.99 | Neal Dow |
| Marlo Knox | \$280.00 | Rosedale |
| Kelly & David Zeichick | \$5,000.00 | Rosedale Two-Way Immersion |
| Wells Fargo 2008 Community Support | | |
| Shasta PTO | \$3,412.69 | Shasta |
| Julie Archer, M.D. | \$500.00 | Sierra View |
| John & Michelle McGivern | \$100.00 | Sierra View |
| Butte Rose Society | \$250.00 | CJHS |
| CJHS PTSA | \$100.00 | CJHS |
| Target Take Charge | \$125.00 | CJHS |
| Sabrina Hunt | \$10.00 | CJHS/Art |
| Donald Chambers/PG&E Corp. | \$251.28 | MJHS |
| Bruce Dillman | Misc. Items @ \$111.42 | CHS |
| Bob Noe | Stained Glass @ \$600.00 | CHS/Art |
| Helga M. Rupe | \$25.00 | PVHS/Academic Decathlon Team |
| Lando and Associates | \$250.00 | PVHS/Academic Decathlon Team |
| Wehah Farm, Inc./Lundberg Family Farms | \$400.00 | PVHS/Academic Decathlon Team |
| NM&R Architects | \$50.00 | PVHS/Academic Decathlon Team |
| ReMax of Chico | \$25.00 | PVHS/Academic Decathlon Team |
| Raeann Bossarte | \$50.00 | PVHS/Academic Decathlon Team |
| Dentistry for Children & Young Adults | \$50.00 | PVHS/Academic Decathlon Team |
| June Craig | Books @ \$136.00 | PVHS Library |
| Chico Rotary Club Foundation | \$250.00 | PVHS/Library |
| Andrew & Juanita Silva | \$515.00 | PVHS/Athletics |
| Deverie M. Jarrett/Jarrett Design | \$20.00 | PVHS/Athletics |
| Mark & Barbara Volstad | \$20.00 | PVHS/Athletics |
| Mark Jaradeh | \$20.00 | PVHS/Athletics |

MINUTES

| | | |
|------------------------------------|----------|-------------------|
| Paula & Robert Robertson | \$20.00 | PVHS/Athletics |
| Kim & Tyler Van Gorder | \$20.00 | PVHS/Athletics |
| Janice & Brian Doran | \$240.00 | PVHS/Athletics |
| Greg & Helen Wheeler | \$200.00 | PVHS/Athletics |
| Mark & Linda Lyons | \$20.00 | PVHS/Athletics |
| Jordan & Katie Monath | \$40.00 | PVHS/Athletics |
| Paula & Chuck Beehner | \$200.00 | PVHS/Athletics |
| Pardeep Singh | \$20.00 | PVHS/Athletics |
| Howard & Marlo Pedersen | \$20.00 | PVHS/Athletics |
| Anonymous | \$100.00 | PVHS/Athletics |
| Sandra Sandberg | \$20.00 | PVHS/Cheerleading |
| Soroptimist International of Chico | \$100.00 | Loma Vista |

6.2 EDUCATIONAL SERVICES

- The Board approved the expulsion of students with the following IDs: 36571, 39184, 39702, 40896, 43947, 51607, 63520, 66053, 68264, 68433
- The Board approved the expulsion clearance of students with the following IDs: 28206, 56671, 63936
- The Board approved the Field Trip Request for Citrus 6th Grade Students to go to Six Flags Discovery Kingdom from 5/14/09-5/15/09
- The Board approved the Field Trip Request for Hooker Oak Room 4 to go to the State Capitol in Sacramento from 5/27/09-5/28/09
- The Board approved the Field Trip Request for Neal Dow 6th Grade Students to go to Yosemite National Park from 5/27/09-5/29/09
- The Board approved the Field Trip Request for Parkview 6th Grade Students to go to Butte Meadows Science Camp from 5/26/09-5/29/09
- The Board approved the Field Trip Request for BJHS 6th Grade Class to go to Yosemite National Park Environmental Camp from 5/12/09-5/15/09
- The Board approved the Field Trip Request for the MJHS Peer Mediators to attend a Speaker Presentation in Mendocino, CA from 5/3/09-5/4/09
- The Board approved the Field Trip Request for the CHS Asian Youth Awareness Club to travel to Santa Cruz and San Francisco from 5/2/09-5/3/09
- The Board approved the Field Trip Request for the CHS FFA Floral Team to compete in State Finals at Cal Polly from 5/1/09-5/3/09
- This item was pulled for further discussion.

6.3 BUSINESS SERVICES

- The Board approved the Accounts Payable Warrants.
- The Board approved the Declaration of Surplus Property: Approximately 3,000 yards of soil to be removed from the Chico Senior High School campus according to district procedures.
- The Board approved the Bid Approval - Reroofing of Units A and H at Marigold Elementary School.
- The Board approved the Bid Approval – Reroofing of Unit A at Fair View High School.
- This item was pulled for further discussion.

6.4 HUMAN RESOURCES

- The Board approved the Certificated Human Resources Actions

| Name/Employee # | Assignment | Effective | Comment |
|--|------------------|--|-------------------------------|
| <u>Temporary Appointment(s) 2008/09 According to Board Policy</u> | | | |
| Hart, Joan | Speech Therapist | 2 nd Semester 2008/09 (Effective 5/4-6/4/09) | 1.0 FTE Temporary Appointment |

MINUTES

| | | | |
|--------------|---------------|---|-------------------------------|
| Wilke, Karen | Secondary ISP | 2 nd Semester 2008/09 (Effective 4/21-6/4/09) | .40 FTE Temporary Appointment |
|--------------|---------------|---|-------------------------------|

Full-Time Leave Request(s) 2008/09

| | | | |
|-------------------|------------|-------------------------------------|---------------|
| Cassetta, Lourdes | Elementary | 2008/09 (Effective 3/30-5/15/09) | 1.0 FTE Leave |
| Daniels, Lance | Secondary | 2008/09 (Effective 4/13-6/4/09) | 1.0 FTE Leave |

Full-Time Leave Request(s) 2009/10

| | | | |
|----------------|-----------|---------|---------------|
| Daniels, Lance | Secondary | 2009/10 | 1.0 FTE Leave |
|----------------|-----------|---------|---------------|

Part-Time Leave Request(s) 2009/10

| | | | |
|----------------------|------------------|---------|---|
| Brodsky, Ann | Coordinator | 2009/10 | .40 FTE Leave (Policy #4475 STRS Reduced Workload) |
| Finley, Janet | Elementary | 2009/10 | .20 FTE Leave |
| Glick, Melanie | Elementary | 2009/10 | .20 FTE Leave |
| Goldsmith, Charlotte | Elementary | 2009/10 | .20 FTE Leave (Policy #4475 STRS Reduced Workload) |
| Kendall, Colleen | Speech Therapist | 2009/10 | .50 FTE Leave (Policy #4475 STRS Reduced Workload) |
| Koch, Lynn | School Nurse | 2009/10 | .20 FTE Leave |

Retirement(s)/Resignation(s)

| | | |
|---------------------|--------------|--|
| Baumgartner, James | June 5, 2009 | Retirement |
| Buehler, Carol | June 5, 2009 | Retirement |
| Granskog, Elizabeth | June 5, 2009 | Retirement |
| Morgan, Gloria | June 5, 2009 | Retirement |
| Morrissey, Stacia | June 5, 2009 | Resignation from Leave of .40 FTE of 1.0 FTE Assignment (remain .60 FTE) |
| Reed, Barbara | June 5, 2009 | Retirement |
| Southam, Kirsten | June 5, 2009 | Resignation from Leave of .80 FTE of 1.0 FTE Assignment (remain .20 FTE) |

2. The Board approved the Classified Human Resources Actions

| <u>ACTION</u> | <u>NAME</u> | <u>CLASS/LOCATION/ ASSIGNED HOURS</u> | <u>EFFECTIVE</u> | <u>COMMENTS/PRF #/ FUND/RESOURCE</u> |
|---------------|--------------------|--|--------------------------|---|
| APPOINTMENT | ADAMS, MOLLY | LT IA-SR ELEMENTARY GUIDANCE/NEAL DOW/1.5 | 3/23/2009 - 5/28/2009 | VACATED POSITION/291/ GRANT/7828 |
| APPOINTMENT | CAMPOS, DEBORAH | LT HEALTH CARE ASST- SPEC/LOMA VISTA/1.3 | 4/1/2009 - 4/30/2009 | AMEND HOURS & END DATE DURING ABSENCE OF INCUMBENT/SPECIAL ED/6501 |
| APPOINTMENT | CURRY, LORI | CAFETERIA ASST/ CCDS/1.6 | 3/31/2009 | VACATED POSITION/231/ NUTRITION/0000 |
| APPOINTMENT | DAVIES, RACHEL | LT IA-SR ELEMENTARY GUIDANCE/NEAL DOW/1.5 | 3/23/2009 - 5/28/2009 | VACATED POSITION/291/ GRANT/7828 |
| APPOINTMENT | DAVIS, MELISSA | IPS-CLASSROOM/ LOMA VISTA/2.0 | 4/17/2009 | VACATED POSITION/329/ SPECIAL ED/6501 |
| APPOINTMENT | FEGLEY, GLORIA | LT CAFETERIA ASST/ CHS/2.0 | 3/23/2009 - 6/4/2009 | VACATED POSITION/292/ NUTRITION/0000 |

MINUTES

| | | | | |
|-------------------------------------|------------------------|---|--------------------------|---|
| APPOINTMENT | FEGLEY, THERESA | CAFETERIA ASST/ PVHS/2.0 | 3/23/2009 | VACATED POSITION/261/ NUTRITION/0000 |
| APPOINTMENT | GIFFIN, TERRY | IPS-CLASSROOM/ LOMA VISTA/2.0 | 3/23/2009 | NEW POSITION/213/ SPECIAL ED/6501 |
| APPOINTMENT | GLENDE, TINA | IPS-CLASSROOM/ EMMA WILSON/2.0 | 4/14/2009 | NEW POSITION/272/ SPECIAL ED/6501 |
| APPOINTMENT | JACKSON, MARK | LT IA-SPECIAL ED/ MARIGOLD/3.4 | 4/6/2009 - 6/4/2009 | IN LIEU OF LAYOFF/330/ SPECIAL ED/6500 |
| APPOINTMENT | MAULDIN, SAMANTHA | CAFETERIA ASST/ CJHS/1.5 | 3/23/2009 | VACATED POSITION/269/ NUTRITION/0000 |
| APPOINTMENT | RICCI, JULIE | IPS-HEALTHCARE/ PARKVIEW/3.5 | 3/23/2009 | VACATED POSITION/202/ SPECIAL ED/6501 |
| APPOINTMENT | SAAKE, MICHELE | IA-SR ELEMENTARY GUIDANCE/CITRUS/1.0 | 4/14/2009 | NEW POSITION/339/ GRANT/7828 |
| APPOINTMENT | SHERWOOD, JUDY | LT IA-SPECIAL ED/ MARIGOLD/2.4 | 5/15/2009 - 6/4/2009 | IN LIEU OF LAYOFF/309/ SPECIAL ED/6500 |
| APPOINTMENT | SWIFKA, COSIMA | LT CAFETERIA SATELLITE MGR/SIERRA VIEW/1.5 | 3/19/2009 - 6/4/2009 | NEW LT POSITION/326/ NUTRITION/0000 |
| APPOINTMENT | VALENTE, LINDA | CAFETERIA ASST/ CHS/2.0 | 3/23/2009 | VACATED POSITION/228/ NUTRITION/0000 |
| INCREASE IN HOURS | STORNETTA, KAREN | HEALTH ASST/ BJHS/8.0 | 5/1/2009 | VACATED POSITION/337/ GENERAL & CATEGORICAL 1105 & 4124 |
| INCREASE IN WORK YEAR | PATRICK, BEVERLY | SCHOOL OFFICE MANAGER/PVHS/8.0 | 7/1/2009 | VACATED POSITION/327/ GENERAL/0000 |
| LEAVE OF ABSENCE | CAMPOS, DEBORAH | IPS-CLASSROOM/ LOMA VISTA/3.5 | 3/23/2009 - 6/4/2009 | PER CBA 5.12 |
| LEAVE OF ABSENCE | KOEHLI-OWNBY, KAREN | HEALTH CARE ASST- SPEC/LOMA VISTA/6.5 | 4/1/2009 - 4/30/2009 | PART-TIME PER CBA 5.2.9 |
| LEAVE OF ABSENCE | VANG, ZOUA | IMPACTED LANGUAGE LIAISON- HMONG/CITRUS/1.4 | 4/20/2009 - 4/29/2009 | PER CBA 5.7.3 |
| RESIGNED ONLY POSITION LISTED | PATRICK, BEVERLY | SCHOOL OFFICE MANAGER/ MCMANUS/8.0 | 6/30/2009 | INCREASE IN WORK YEAR |
| RESIGNED ONLY POSITION LISTED | STORNETTA, KAREN | HEALTH ASST/ PARKVIEW/5.0 | 4/30/2009 | INCREASE IN HOURS |
| RESIGNATION/ TERMINATION | DUBOIS, JOHN | NETWORK ANALYST/ INFO TECH/8.0 | 5/15/2009 | GH RETIREMENT |
| RESIGNATION/ TERMINATION | HENDERSON, LINDA | SR OFFICE ASST/ ED SERVICES/8.0 | 4/15/2009 | GH RETIREMENT |
| RESIGNATION/ TERMINATION | MASSEY, VALERIE | TRANSPORTATION COORDINATOR/TRANS/8.0 | 4/1/2009 | GH RETIREMENT |
| RESIGNATION/ TERMINATION | MIGUEL, SANDRA | HEALTH ASST/ BJHS/8.0 | 4/13/2009 | GH RETIREMENT |
| RESIGNATION/ TERMINATION | NETTLES, JOHN | SR CUSTODIAN/ CHAPMAN/8.0 | 5/29/2009 | GH RETIREMENT |
| RESIGNATION/ TERMINATION | PRINCE, DIANE | IPS-CLASSROOM/ PARKVIEW/6.0 | 4/4/2009 | GH RETIREMENT |
| RESIGNATION/ TERMINATION | TIPPETS, SR, KARL | SR CUSTODIAN/ PVHS/8.0 | 4/30/2009 | GH RETIREMENT |

MINUTES

(Consent Vote)

AYES: Reed, Kaiser, Griffin, Thompson, Rees

NOES: None

7. DISCUSSION/ACTION CALENDAR**ITEMS REMOVED FROM CONSENT FOR FURTHER DISCUSSION:**

Item 6.2.11. Consider approval of Consultant Agreement with Butte County Office of Education for Technical Assistance. Board Member Thompson questioned how these services were being paid. Superintendent Staley explained that CUSD received \$350,000 as a Program Improvement District with the requirement that funds be used for technical assistance.

Item 6.3.5. Consider approval of the Bid Approval – PVHS CTEFP Building Trades & Construction. Board Member Thompson questioned funding; Michael Weissenborn addressed the issue. Board Member Thompson moved to approve items 6.2.11 and 6.3.5; seconded by Board Member Rees.

AYES: Reed, Kaiser, Griffin, Thompson, Rees

NOES: None

7.1 EDUCATIONAL SERVICES**1. Discussion/Action: Sierra View Consolidation of Programs**

At 6:49 p.m. Sierra View Principal Debbie Aldred explained how the staff and parents of Sierra View would like to consolidate the entire population as an Academics Plus school. Sierra View would continue to provide education to the neighborhood students while allowing families from the District to have a program of choice available. Board Vice President Kaiser voted to approve the consolidation of the programs; seconded by Board member Rees.

AYES: Reed, Kaiser, Griffin, Thompson, Rees

NOES: None

2. Discussion/Action: Charter Schools – Annual Site Visit Reports

At 7:05 p.m. Sara Simmons stated the Charter School Site Visitation Committee visited Forest Ranch Charter School, Nord Country School and Chico Country Day School (CCDS) in February and March for the required annual site visits. It was noted that all reports were "Final" and it was an error that Nord said "Draft". Also, on page 17 of 19 the bullet regarding asbestos tiles should be removed from the CCDS report. Principal Christia Marasco, addressed questions regarding Forest Ranch. Kathy Dahlgren, Principal, addressed questions regarding Nord. Paul Weber, Principal, addressed questions regarding CCDS. Board Member Rees moved to approve the site visit reports with the two noted changes; seconded by Board Vice President Kaiser.

AYES: Reed, Kaiser, Griffin, Thompson, Rees

NOES: None

3. Discussion/Action: Grade 7-8 Mathematics Textbook Recommendation

At 7:37 p.m. Director Carolyn Adkisson explained the process of adopting mathematics instructional materials and introduced textbook committee members Robert Preston, Margi Warner, and Katy Early who spoke about the recommendation and addressed questions. Board Vice President Kaiser approved the recommendation of adopting the Wright Group/McGraw-Hill California *Everyday Mathematics* program for K-6 beginning in the 2009-1010 academic year; seconded by Board Clerk Griffin.

AYES: Reed, Kaiser, Griffin, Thompson, Rees

NOES: None

4. Discussion/Action: Protest Against Alcoholic Beverage License Application

At 8:00 p.m. Director Carolyn Adkisson explained why district staff believed the proposed liquor sales at a business in close proximity to Rosedale Elementary School would have potential adverse effects upon the students and the school facility. At 8:06 p.m. members of the audience voiced their support for the business/owners. Board Member Rees moved for approval of Resolution 1074-09, Protest Against Alcoholic Beverage License Application; seconded by Board Member Thompson

AYES: Reed, Kaiser, Thompson, Rees

NOES: Griffin

MINUTES

7.2 BUSINESS SERVICES

1. **Information: Presentation of Information about Parcel Taxes**

At 8:40 p.m. Jan Combes introduced Paul Becker, with William Barry Campaigns, who presented information and a PowerPoint regarding Parcel Taxes.

At 9:00 p.m. Board President Reed announced a five minute break!

2. **Discussion/Action: Consider approval of Resolution No. 1071-09, Authorizing Borrowing**

At 9:18 p.m. Director Scott Jones presented information on Tax and Revenue Anticipation Notes and addressed questions. Board Vice President Kaiser moved to approve Resolution No. 1071-09, Authorizing Borrowing; seconded by Board Member Rees.

AYES: Reed, Kaiser, Griffin, Thompson, Rees

NOES: None

3. **Discussion/Action: New Classroom Building, Chico High School – Request for Proposal for Lease-Leaseback Services – Contractor Recommendation**

At 9:27 p.m. Michael Weissenborn explained the processes taken and the reasoning for the recommendation to begin negotiations with Modern Building Company for the new classroom building at CHS. Board Member Rees moved to approve the proposal for lease-leaseback services with Modern Building Company; seconded by Board Vice President Kaiser.

AYES: Reed, Kaiser, Griffin, Thompson, Rees

NOES: None

4. **Information: Monthly ADA, Enrollment Reports and Attendance Rates**

At 9:37 p.m. Assistant Superintendent Jan Combes presented information on the Monthly Attendance Report, Monthly Enrollment, and Attendance Rates by Site.

7.3 HUMAN RESOURCES

1. **Discussion/Action: Consider Approval of Resolution 1069-09, Classified School Employee Week**

At 9:40 p.m. Assistant Superintendent Feaster presented information on Resolution 1069-09, Classified School Employee Week. Board Member Thompson moved to approve Resolution 1069-09, Classified School Employee Week; seconded by Board Member Rees.

AYES: Reed, Kaiser, Griffin, Thompson, Rees

NOES: None

2. **Discussion/Action: Consider Approval of Resolution 1070-09, Teacher Appreciation Day**

At 9:43 p.m. Assistant Superintendent Feaster presented information on Resolution 1070-09, Teacher Appreciation Day. Board Clerk Griffin made a motion to approve Resolution 1070-09, for Teacher Appreciation; seconded by Board Vice President Kaiser.

AYES: Reed, Kaiser, Griffin, Thompson, Rees

NOES: None

3. **Discussion/Action: Consider Approval of Resolution 1072-09, Elimination of Classified Services**

At 9:44 p.m. Assistant Superintendent Feaster presented information on Resolution 1072-09 and addressed questions. Board Member Rees moved to approve 1072-09; seconded by Board Member Thompson.

AYES: Reed, Kaiser, Griffin, Thompson, Rees

NOES: None

MINUTES4. **Discussion/Action: Consider Approval of Resolution 1073-09, Elimination of Classified Services**

At 9:45 p.m. Assistant Superintendent Feaster presented information on Resolution 1073-09 and addressed questions. Board Vice President Kaiser moved to approve 1073-09; seconded by Board Member Thompson.

AYES: Reed, Kaiser, Griffin, Thompson, Rees

NOES: None

5. **Information: Initial Proposal for Collective Bargaining from CUSD**

At 9:46 p.m. Assistant Superintendent Feaster presented information on the Initial Proposal for Collective Bargaining from CUSD.

8. **ITEMS FROM THE FLOOR**

At 9:48 p.m. Board President Reed opened the floor to those who wished to address the Board. Parents requested that Class Size Reduction be added to a future agenda. Parents/Citizens were encouraged to write or email Board members with concerns.

9. **ANNOUNCEMENTS**

At 9:58 p.m. Board Vice President Kaiser encouraged attendance at the AS Talent Show at the BMU at CSUC on Friday at 7:00 p.m.

10. **ADJOURNMENT**

At 9:59 p.m. Board President Reed adjourned the meeting.

:mm

APPROVED:

Board of Education

Administration

MINUTES

1. CALL TO ORDER

At 6:00 p.m. the Board convened.

Present: Jann Reed, Dr. Kathy Kaiser, Rick Rees

Absent: Elizabeth Griffin, Dr. Andrea Lerner Thompson

OPPORTUNITY FOR PUBLIC COMMENT ON AGENDA ITEMS

There were no public comments.

2. CONSENT CALENDAR

At 6:01 p.m. Board President Reed asked if anyone would like to pull the one Consent Item. Board Member Rees moved to approve the Consent Item; seconded by Board Vice President Kaiser.

2.1 EDUCATIONAL SERVICES

1. The Board approved the Field Trip Request for the Civil War Camp-Out at Hooker Oak School from 5/14/09-5/15/09

(Consent Vote)

AYES: Reed, Kaiser, Rees

NOES: None

ABSENT: Griffin, Thompson

3. DISCUSSION/ACTION CALENDAR**3.1 HUMAN RESOURCES**

1. **Discussion/Action:** Amended Resolution #1066-09, Amendment to Resolution No. 1066-09 Elimination of Classified Services and Ordering Layoffs in the Classified Services for the 2008-2009 School Year

At 6:05 p.m. Assistant Superintendent Feaster was not present. Superintendent Staley explained the District and CSEA, Chapter 110 committed to identify appropriate, mutually agreed upon budget reductions that equate to the approximately \$143,000 of savings in place of the Senior Custodian layoff. Board President Reed suggested job descriptions be reviewed. Board Vice President Kaiser made a motion to approve the Amended Resolution #1066-09; seconded by Board Member Rees.

AYES: Reed, Kaiser, Rees

NOES: None

ABSENT: Griffin, Thompson

2. **Discussion/Action:** Resolution #1077-09, Final Action: Certificated Reduction in Force for 2009-2010 (Education Code Sections 44949, 44955)

At 6:10 p.m. Superintendent Staley noted there was an error on page 3 of 6 of Item 3.1.2. under Item #1, third line: 9.0 Full-Time Equivalent positions should read as 135.65 Full-Time Equivalent positions. Board Member Rees made a motion to approve Resolution 1077-09 with the correction; seconded by Board Vice President Kaiser.

AYES: Reed, Kaiser, Rees

NOES: None

ABSENT: Griffin, Thompson

3.2 SCHOOL BOARD SELF-EVALUATION

1. **Discussion/Action:** Review Board Evaluation Tools

At 6:20 p.m. Board President Reed announced that since two Board members were not present, this item would be moved to a future meeting. The audience was asked if anyone would like to address the Board on this item. There were no comments. At 6:21 p.m. Board President Reed announced the Board was moving into closed session.

MINUTES

4. CLOSED SESSION

1. UPDATE ON LABOR NEGOTIATIONS

Employee Organizations:

CUTA

CSEA, Chapter #110

Representatives:

Kelly Staley, Superintendent

Bob Feaster, Assistant Superintendent

Jan Combes, Assistant Superintendent

2. Public Employee Appointments

Per Government Code §54957

Title: Bidwell Jr. High School Principal

Title: Marsh Jr. High School Principal

Title: Citrus Elementary Principal

3. Public Employee Performance Evaluation

Per Government Code §54957

Title: Superintendent

4. Public Employment: Terms of Contract

Per Government Code §54957

Title: Superintendent

5. ADJOURNMENT

At 10:00 p.m. Board President Reed announced that Jay Marchant had been appointed as the Marsh Jr. High School Principal, there was nothing to report regarding the other Closed Session items, and the meeting was adjourned.

:mm

APPROVED:

Board of Education

Administration

MINUTES**1. CALL TO ORDER**

At 5:30 p.m. Board President Reed announced the Board was going into Closed Session.

Present: Jann Reed, Kathy Kaiser, Elizabeth Griffin, Andrea Lerner Thompson, Rick Rees

Absent: None

2. CLOSED SESSION**2.1 Public Employee Appointments**

Per Government Code §54957

Title: Bidwell Jr. High School Principal

Title: Citrus Elementary Principal

3. RECONVENE TO REGULAR SESSION

Present: Jann Reed, Dr. Kathy Kaiser, Elizabeth Griffin, Dr. Andrea L. Thompson, Rick Rees

Absent: None

3.1 Call to Order

At 6:02 p.m. Board President Reed called the Regular Session Meeting to Order in the City Council Chambers.

3.2 Closed Session Announcements

Board President Reed stated the Board had been in Closed Session and wished to announce that the new principal for Bidwell Jr. High School is Mr. Brian Boyer and the new principal for Citrus Elementary is Ms. Michelle Sanchez.

3.3 Flag Salute

At 6:04 p.m. Board President Reed led the salute to the Flag.

4. DISCUSSION/ACTION CALENDAR**4.1. BUSINESS SERVICES****4.1.1. Information/Discussion: Discuss Current Budget Status, Including the Impact on Class Size Reduction, and Solicit Preliminary Input Regarding Federal Stimulus Funds**

At 6:05 p.m. Assistant Superintendent Jan Combes presented a PowerPoint on the State Budget and History of School Finance and shared information about what CUSD staff know and do not know at this time about state and federal income dollars slated for CUSD in the current and subsequent fiscal year. At 6:36 p.m. Kevin Bultema and Lisa Anderson from the Butte County Office of Education presented a PowerPoint and overview of AB1200 Fiscal Oversight and their role. At 6:55 p.m. the floor was open for Board discussion. At 7:25 p.m. the floor was open for public discussion. Several parents/teachers addressed the board with concerns and questions.

4.1.2. Discussion/Action: Consider Issuance of a Request for Qualifications for a Consultant to Perform a Parcel Tax Survey

At 8:55 p.m. Jan Combes explained the first step in determining if a Parcel Tax is something that the community of Chico has any interest in supporting is determined through the use of a survey. At 9:30 p.m. Board Vice President Kaiser moved to go forward with the Request for Qualifications to find out what a professional consulting group would charge and context of services they would offer; seconded by Board Member Thompson.

AYES: Reed, Kaiser, Griffin, Thompson, Rees

NOES: None

4.1.3. Discussion/Action: Chico Unified School District Foundation Fund Balance

At 9:31 p.m. Assistant Superintendent Combes recommended that the fund be allowed to grow, soliciting additional donations over the 2009-10 school year. Board Vice President Kaiser moved to allow the fund to grow; seconded by Board Member Thompson.

AYES: Reed, Kaiser, Griffin, Thompson, Rees

NOES: None

MINUTES

4.2. EDUCATIONAL SERVICES

4.2.1. Information: Closed Campus for PVHS Freshmen

At 9:37 p.m. PVHS Principal John Shepherd presented a PowerPoint regarding why PVHS staff is requesting the ability to close the campus during lunch for ninth grade students.

At 10:23 p.m. Board President Reed announced the Board was moving into Closed Session.

5. CLOSED SESSION

1. UPDATE ON LABOR NEGOTIATIONS

Employee Organizations:

CUTA

CSEA, Chapter #110

Representatives:

Kelly Staley, Superintendent

Bob Feaster, Assistant Superintendent

Jan Combes, Assistant Superintendent

2. Public Employee Performance Evaluation

Per Government Code §54957

Title: Superintendent

3. Public Employment: Terms of Contract

Per Government Code §54957

Title: Superintendent

6. ADJOURNMENT

At 11:30 p.m. the Closed Session ended and Board President Reed announced the Board had reached an agreement with the Superintendent and approved the terms of contract. There was nothing to report on Item 5.1, Update on Labor Negotiations or Item 5.2, Public Employee Performance Evaluation.

:mm

APPROVED:

Board of Education

Administration

DONATIONS/GIFTS

| Donor | Item | Recipient |
|--------------------------------------|------------------------------------|------------------------------------|
| Chico Breakfast Exchange Club | \$500.00 | Chapman |
| Jennifer Buttell | Books @ \$100.00 | Chapman |
| Sue Warwick | Books @ \$50.00 | Chapman |
| Paula Woods | Books @ \$150.00 | Chapman |
| Chico Women's Club | \$493.94 | Citrus/After School Garden Program |
| Target | \$195.28 | Neal Dow |
| Chico Women's Club | \$300.00 | Parkview After School |
| Little Red Hen | \$300.00 | Parkview |
| Kelly Q. Zeichick/Wells Fargo Found. | | |
| Educational Matching Gift Program | \$5,000.00 | Rosedale |
| Shasta PTO | \$3,420.60 | Shasta |
| Steven & Melissa Trott | \$50.00 | Sierra View |
| Play it Again Sports | Gift Certificate @ \$20.00 | Sierra View |
| Safeway | Gift Card @ \$25.00 | Sierra View |
| Woodstock's Pizza | T-Shirt, keychain/coupon @ \$20.00 | Sierra View |
| Cinemark/Tinseltown | Movie Passes @ \$20.00 | Sierra View |
| Spiteri's | Gift Certificates @ \$10.00 | Sierra View |
| Shubert's Ice Cream & Candy | 15 Certificates @ \$33.75 | Sierra View |
| Powell's Sweet Shoppe | 5 Gift Cards @ \$25.00 | Sierra View |
| North Rim Adventure Sports | Water Bottles & Helmets @ \$98.00 | Sierra View |
| Mt. Sports | Key Chain Accessories @ \$20.00 | Sierra View |
| Chico Outlaws | 10 Game Vouchers @ \$70.00 | Sierra View |
| Chico Bike and Board | 4 Gift Certificates @ \$40.00 | Sierra View |
| Hype Dance Studio | 2 Month Lessons @ \$90.00 | Sierra View |
| Katherine's Cottage | Webkinz, etc. @ \$44.00 | Sierra View |
| Chipotle Mexican Grill, Inc. | Burrito & Chips @ \$9.00 | Sierra View |
| Lyon's Books & Learning Center | Book & Gift Card @ \$20.00 | Sierra View |
| Bidwell Perk Coffee House | Coffee @ \$35.00 | Sierra View |
| Chico Natural Foods | Food @ \$67.00 | Sierra View |
| Kinetics Academy of Dance | 1 month of lessons @ \$45.00 | Sierra View |
| Costco | Gift Card @ \$25.00 | Sierra View |
| Knudsen & Sons, Inc. | 5 cases Spritzers @ \$73.00 | Sierra View |
| Lotus Flower Imports | Pendant | Sierra View |
| Pullins Cyclery | Bicycle Equipment @ \$420.00 | Sierra View |
| Susan Adams | \$25.00 | CJHS/Music Dept. |
| David & Camille Dion | \$100.00 | CJHS/Music Dept. |
| EdSource | \$100.00 | MJHS |
| Dr. Chris Kemper | \$100.00 | MJHS |
| Jennifer Pearson/ | | |
| The Home Depot Political Action Com. | \$15.00 | PVHS |
| PG&E Corp. Foundation/ Donald | | |
| Chambers, Steven Lange, Gregory | | |
| Rutherford | \$259.00 | PVHS |
| Soroptimist International of Chico | \$500.00 | PVHS |
| Ruby Soderstrom | Medical Supplies @ \$47.00 | PVHS |
| Lee-Anne Calhoon | \$15.00 | PVHS |
| Far Northern Coordinating Council | \$50.00 | PVHS |
| Francisco Zarate | DVD-ROM @ \$15.00 | PVHS/Library |
| Pat Scully | Books @ \$77.00 | PVHS/Library |
| Peter Milbury | Books @ \$380.00 | PVHS/Library |
| Sabrina Martin | Book @ \$4.00 | PVHS/Library |
| Mary Bedford | Books @ \$116.00 | PVHS/Library |

DONATIONS/GIFTS

| Donor | Item | Recipient |
|------------------------------------|-------------------------------------|-----------------------|
| North Valley Community Foundation | \$1,764.00 | PVHS/Athletics |
| Pardeep Singh | \$50.00 | PVHS/Boys' Volleyball |
| Charles Turner | \$25.00 | PVHS/Boys' Volleyball |
| Susanne & Colm Boggs | \$150.00 | PVHS/Boys' Volleyball |
| Barbara & Byron Wolfe | \$50.00 | PVHS/Boys' Volleyball |
| Karen & Randy Heuton | \$125.00 | PVHS/Boys' Volleyball |
| Patrick & Katherine Berry | \$50.00 | PVHS/Boys' Volleyball |
| Kimberly and Chris Nicodemus | \$50.00 | PVHS/Boys' Volleyball |
| George Laven | \$50.00 | PVHS/Boys' Volleyball |
| Steven Stapleton | \$100.00 | PVHS/Boys' Volleyball |
| Scott & Monique Claverie | \$150.00 | PVHS/Boys' Volleyball |
| Julian & Terese Howell | \$25.00 | PVHS/Boys' Volleyball |
| R. Paul Montz | \$100.00 | PVHS/Boys' Volleyball |
| William & Myra Lerch | \$25.00 | PVHS/Boys' Volleyball |
| Gary Loustalf | \$25.00 | PVHS/Boys' Volleyball |
| Michael & Elsa Zadra | \$20.00 | PVHS/Boys' Volleyball |
| Wade & Rebecca Lacque | \$100.00 | PVHS/Boys' Volleyball |
| Vickie & Gary Drews | \$150.00 | PVHS/Boys' Volleyball |
| Clennon & Rhonda Murray | \$20.00 | PVHS/Girls' Track |
| Soroptimist International of Chico | \$50.00 | FVHS |
| Philip O'Neill | \$3,000.00 | FVHS |
| Marilyn Rees | \$50.00 | FVHS |
| Dave Scott | \$250.00 | FVHS |
| Chico Rotary Club | \$250.00 | FVHS |
| CCY | Class Record Roll Books & Notebooks | FVHS |
| Steve Bokulich | Model Rockets, etc. @ \$2,500.00 | FVHS |
| Bernard Vigallon | Car Wash Supplies @ \$150.00 | FVHS |
| Beulah Rebekah/Lodge #60 | \$106.00 | FVHS |
| Janice Sunderland | \$60.00 | Loma Vista |
| Barbara Marsh Albers | \$30.00 | Loma Vista |
| David & Rashel Brobst | \$30.00 | Loma Vista |
| Donald & Debbie Stinnett | \$50.00 | Loma Vista |
| Jeffrey & Shelly Martinek | \$75.00 | Loma Vista |
| Victor & Gricelda Trujillo | \$30.00 | Loma Vista |
| John & Jean Kassel | \$30.00 | Loma Vista |
| Jeane & Dane Andes | \$20.00 | Loma Vista |
| Melissa & Matthew Davis | \$30.00 | Loma Vista |
| Samir & Kathleen Nissan | \$90.00 | Loma Vista |
| Donald & Susan Slater | \$30.00 | Loma Vista |
| Betty & Larry Hansen | \$30.00 | Loma Vista |
| Chris & Shannon Devine | \$30.00 | Loma Vista |
| Brandon & Yvette Stark | \$30.00 | Loma Vista |
| Brent & Frances Skillicorn | \$150.00 | Loma Vista |
| Kelly & Thomas Longnecker | \$15.00 | Loma Vista |
| Marilyn Ramey | \$30.00 | Loma Vista |
| Gregory Clink & Courtney Gray | \$30.00 | Loma Vista |
| Heidi Houlihan & Gilbert Herrera | \$30.00 | Loma Vista |
| Arthur & Melody Johnston | \$20.00 | Loma Vista |
| Jerold & Janet Smith | \$15.00 | Loma Vista |
| Charles & Sherry Staser | \$30.00 | Loma Vista |
| Michael & Kerry Watson | \$30.00 | Loma Vista |
| Courtney & Brenda Sorenson | \$30.00 | Loma Vista |

DONATIONS/GIFTS6.1.2.
Page 3 of 3

| Donor | Item | Recipient |
|--------------------------------------|-------------|------------------|
| Jason & Jennifer Childs | \$30.00 | Loma Vista |
| Jeffrey & Christy Carr | \$75.00 | Loma Vista |
| Kevin & Michell Hunn | \$30.00 | Loma Vista |
| Mark & Kelly Barr | \$30.00 | Loma Vista |
| Angela Buckner | \$30.00 | Loma Vista |
| Vincent & Caroline Roady | \$30.00 | Loma Vista |
| Eric & Marcy Snedeker | \$30.00 | Loma Vista |
| Aaron Sauberan & John Dalal | \$30.00 | Loma Vista |
| Sharon Bolden-Schleh | \$30.00 | Loma Vista |
| Jeana Morrison & Lynwood Peyton, III | \$30.00 | Loma Vista |
| MK Inserra | \$15.00 | Loma Vista |
| Jannelle St. Clair | \$15.00 | Loma Vista |
| Thomas Mark Lee | \$100.00 | Loma Vista |
| It's About Time | \$50.00 | Loma Vista |
| Judy Brislain | \$100.00 | Loma Vista |

Title: SkillsUSA National Leadership and Skill Competition

Action: _____
Consent: X

May 27, 2009

Information: _____

Prepared by: Jerry Joiner
Pleasant Valley High School

Background Information

Our SkillsUSA team competed at Regional Competition in February 2009. They won Competition rights to compete at state competition April 23-26, 2009. At that competition, Shawn Meeder won a gold medal in Power Equipment Technology, allowing him to compete at the national SkillsUSA Leadership Conference in Kansas City, MO. June 21-26, 2009.

Educational Implications

Besides competing in 3 days of intensive skills, related competitions to Power Equipment Technology repair, testing, diagnosis, and troubleshooting, with all the major manufacturing power equipment companies, Shawn will be competing in supervision, leadership, computer usage, service writing, and team work skills.

Fiscal Implications

The trip will be funded by grant money, private outside sources, and private enterprise donations.

Additional Information

Kelly Staley has endorsed our participation in SkillsUSA Leadership Conferences in the past and the Board has approved our state trips for the last three years.

Recommendation

Please approve this trip, as Shawn Meeder has devoted a 1 1/2 years to extra-curricular activities to prepare himself for a chance at this nationally recognized event; one which puts Chico Unified on the map as one of the supporting Districts in the State of California for CTE (Career and Technical Education).
Thank you

RECEIVED

CHICO UNIFIED SCHOOL DISTRICT

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

6.2.3.
Page 2 of 2

MAY 1 2009

FIELD TRIP REQUEST

SUPERINTENDENT'S OFFICE
TO: CUSD Board of Education

Date: May 1 2009

FROM: Jerry Joiner

School/Dept.: Pleasant Valley High School

SUBJECT: Field Trip Request

Request is for advanced welding, ROP high school student
(grade/class/group)

Destination: Kansas City, MO Activity: National SkillsUSA Competition

from 06/21/09 5:30 am to 06/27/09/ 7:30 pm
(dates) / (times) (dates) / (times)

Rationale for Trip: Career exploration, skills competition, leadership training conference,
Professional development

Number of Students Attending: 1 Teachers Attending: 1 Parents Attending: 2

Student/Adult Ratio: 1:1

Transportation: Private Cars _____ CUSD Bus _____ Charter Bus Name _____
Other: private car and airplane

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

ESTIMATED EXPENSES:

| | | |
|----------------|-----------------------|-------------|
| Fees \$ 170.00 | Substitute Costs \$ 0 | Meals |
| | | \$ 280.00 |
| Lodging | Transportation | Other Costs |
| \$ 805.00 | \$ 365.00 | \$ 300.00 |

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

Name Perkins Acct. #: _____
\$ 1,750.00

Name _____ Acct. #: _____ \$ _____

Jerry Joiner
Requesting Party Jerry Joiner Date 4-30-09

[Signature]
Site Principal Date 5/1/09 Approve/Minor Do not Approve/Minor
or Recommend/Major Not Recommended/Major

n/a
Director of Transportation Date _____ (If transporting by bus or Charter)

IF MAJOR FIELD TRIP

[Signature]
Director of Educational Services Date 5-1-09 Recommend Not Recommended

Approved Not Approved

Board Action Date _____



www.cifstate.org

California Interscholastic Federation

Marie Ishida, Executive Director
STATE OFFICE

1320 Harbor Bay Parkway, Suite 140, Alameda, CA 94502-6578
Tel: (510) 521-4447 - FAX: (510) 521-4449

AS OF JUNE 1ST 2009 6.2.4.

Marie Ishida, Executive Director Page 1 of 2
STATE OFFICE

4658 Duckhorn Drive, Sacramento, CA 95834

2009-2010 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESS ON REVERSE SIDE)** no later than July 1, 2009.

Chico Unified School District/Governing Board at its May 27, 2009 meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2009-2010 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Chico High School

NAME OF REPRESENTATIVE Jim Hanlon POSITION Principal

ADDRESS 901 The Esplanade CITY Chico ZIP 95926

PHONE (530) 891-3027 FAX (530) 891-3284 E-MAIL jhanlon@chicousd.org

NAME OF SCHOOL Chico High School

NAME OF REPRESENTATIVE Danny Webb POSITION Athletic Director

ADDRESS 901 The Esplanade CITY Chico ZIP 95926

PHONE (530) 891-3027 FAX (530) 891-3284 E-MAIL dwebb@chicousd.org

NAME OF SCHOOL Chico High School

NAME OF REPRESENTATIVE Reg Govan POSITION Assistant Principal

ADDRESS 901 The Esplanade CITY Chico ZIP 95926

PHONE (530) 891-3027 FAX (530) 891-3284 E-MAIL rgovan@chicousd.org


NAME OF SCHOOL Pleasant Valley High School

NAME OF REPRESENTATIVE John Shepherd POSITION Principal

ADDRESS 1475 East Avenue CITY Chico ZIP 95926

PHONE (530) 891-3050 FAX (530) 891-2860 E-MAIL jshepher@chicousd.org

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name (print) Kelly Staley Superintendent's or Principal's Signature 

Address 1163 East 7th St. City Chico Zip 95928

Phone (530) 891-3000, ext. 149 Fax (530) 891-3220

PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION, SEE REVERSE SIDE FOR CIF SECTION OFFICES⇒⇒⇒



California Interscholastic Federation

www.cifstate.org

Marie Ishida, Executive Director
STATE OFFICE
1320 Harbor Bay Parkway, Suite 140, Alameda, CA 94502-6578
Tel: (510) 521-4447 - FAX: (510) 521-4449

AS OF JUNE 1ST 2009
Marie Ishida, Executive Director
STATE OFFICE
4658 Duckhorn Drive, Sacramento, CA 95834

2009-2010 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESS ON REVERSE SIDE)** no later than July 1, 2009.

Chico Unified School District/Governing Board at its May 27, 2009 meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2009-2010 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Pleasant Valley High School
NAME OF REPRESENTATIVE Pam Jackson POSITION Athletic Director
ADDRESS 1475 East Avenue CITY Chico ZIP 95926
PHONE (530) 891-3050 FAX (530) 891-2860 E-MAIL pjackson@chicousd.org

NAME OF SCHOOL Pleasant Valley High School
NAME OF REPRESENTATIVE Damon Whittaker POSITION Assistant Principal
ADDRESS 1475 East Avenue CITY Chico ZIP 95926
PHONE (530) 891-3050 FAX (530) 891-2860 E-MAIL dwhittak@chicousd.org

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. NOTE: League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name (print) Kelly Staley Superintendent's or Principal's Signature [Signature]
Address 1163 East 7th St. City Chico Zip 95928
Phone (530) 891-3000, ext. 149 Fax (530) 891-3220

PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION, SEE REVERSE SIDE FOR CIF SECTION OFFICES →→→

PROPOSED AGENDA ITEM: Approval of Perkins Annual Funding Application

Prepared by: Janet Brinson

- Consent
 Information Only
 Discussion/Action

Board Date: May 27, 2009

Background Information

"Perkins" is an ongoing federal funding stream that focuses on improving career technical education (CTE) in secondary and postsecondary schools. CUSD receives an annual Perkins allotment, which is divided equally between Chico High and Pleasant Valley High, and given to CTE programs that meet the requirements laid out by the legislation. The district reapplies for funding annually, and as a part of the application must report on its progress in meeting Perkins requirements as established by the federal government and by our own locally developed five-year plan.

In October, 2009, the Board approved a Perkins five-year plan, which provided a description of how the district is meeting Perkins IV requirements, as well as articulating our mission, vision, and priorities for CTE over the next five years. This annual funding plan is consistent with that five-year plan, as required. It was developed with input from all CTE teachers receiving Perkins funds at Chico High and Pleasant Valley High Schools (the only schools currently receiving these funds).

Education Implications

This funding application, and its alignment with the five-year plan, helps ensure that all CTE programs remain high-quality, rigorous, and consistent with the CDE Model Framework and Standards for Career-Technical Education. Because CTE standards embed academic standards (particularly in English-language arts and mathematics) as "foundation standards" in each career pathway, a high quality CTE program includes both academic and technical skills and knowledge. This opportunity to apply their academic skills often reinforces those skills for students and makes their learning more relevant.

Fiscal Implications

This plan is required in order for the district to continue to be eligible for the Perkins funding it receives annually. This year, that allotment is \$97,606, an increase of approximately \$4,000 over last year's allotment.

Additional Information

None.

JB
5/14/09

PROPOSED AGENDA ITEM: Quarterly Report on *Williams* Uniform Complaints

- Consent
- Information Only
- Discussion/Action

Board Date: May 27, 2009

Background Information

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

Education Implications

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

Fiscal Implications

N/A

Additional Information

N/A

Recommendation

Recommended for approval.

VALENZUELA/CAHSEE Lawsuit Settlement
QUARTERLY REPORT on Williams Uniform Complaints
2008-2009 FISCAL YEAR
 [Education Code § 35186(d)]

District: Chico Unified School District

Person completing this form: Janet Brinson

Title: Director

Quarterly Report Submission Date:
 (check one)

- April 2009
- July 2009
- October 2009
- January 2010

Date for information to be reported publicly at governing board meeting: February 25, 2009

Please check the box that applies:

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

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

 Kelly Staley, Superintendent

 Date

PROPOSED AGENDA ITEM:

Approval of CAHSEE Waivers for Students with Disabilities

Consent Board Date: 5/27/09
 Information Only
 Discussion/Action

Prepared by: Michael Morris

Background Information

Students with disabilities who take the California High School Exit Exam (CAHSEE) with modification (for example, using a calculator on the math test or having the English Language Arts test read aloud) receive an invalid score on the test. The school board may grant a waiver of the requirement to pass the CAHSEE under certain conditions.

For the purposes of receiving a high school diploma, an eligible pupil or eligible adult student who takes the examination with one or more modifications shall receive a score that is not valid for the sections of the examination on which the modifications were used. If the score is equivalent to a passing score, the eligible pupil or eligible adult student may be eligible for a waiver.

A waiver is only required for students who:

- 1) Took one or both portions of the CAHSEE with modifications AND
- 2) Attained the equivalent of a passing score (350 or more points) on the CAHSEE.

At the parent or guardian's request, a school principal shall submit a request for a waiver of the requirement to successfully pass the high school exit examination to the governing board of the school district.

Educational Implications

If a student takes one or both portions of the CAHSEE with modifications and receives a passing score (350 or higher), s/he is eligible for a waiver of the requirement to pass the California High School Exit Exam. All other graduation requirements must be met.

Fiscal Implications

None

Recommendation

It is recommended that the board approve the waivers

PROPOSED AGENDA ITEM: Closed Campus for PVHS Freshmen

Consent

Board Date May 27, 2009

Information Only

Discussion/Action

Presented by: John Shepherd

Background Information

To create an educationally-sound transition for in-coming ninth grade students and to further pursue a consistent, district-wide approach to the positive educational and social development of students in the CUSD, the staff at Pleasant Valley High School is requesting the ability to close the campus during lunch for ninth grade students.

Educational Implications

During lunch students will have access to a variety of intervention and enrichment opportunities to address the guiding questions embedded in the vision of P.V.H.S.

Fiscal Implications

The closure of the campus may positively impact the nutrition services department due to increased sales.

CHICO UNIFIED SCHOOL DISTRICT
1163 EAST SEVENTH STREET
CHICO, CA 95928
530-891-3000

May 27, 2009
Accounts Payable Warrants

| FUND #: | FUND DESCRIPTION: | WARRANT #'S: | AMOUNT |
|---------------------------------------|-----------------------------------|---------------|-----------------------|
| 01 | General Fund | 361595-361854 | \$612,116.39 |
| 01 | General Fund | 361894-362113 | \$569,045.07 |
| 13 | Nutrition Services | 361531-361546 | \$72,708.78 |
| 13 | Nutrition Services | 361855-361857 | \$827.89 |
| 13 | Nutrition Services | 361874-361893 | \$63,182.27 |
| 13 | Nutrition Services | 362114-362117 | \$504.76 |
| 14 | Deferred Maintenance | 361858-361859 | \$4,741.44 |
| 14 | Deferred Maintenance | 362118 | \$9,416.89 |
| 24 | Bldg Fund Measure A | 361860-361868 | \$585,850.05 |
| 25 | Capital Facilities FD - State CAP | 361870-361871 | \$12,923.00 |
| 25 | Capital Facilities FD - State CAP | 362119-362120 | \$20,619.43 |
| 35 | County School Facilities Fund | 316872-361873 | \$7,460.12 |
| 35 | County School Facilities Fund | 362121-362122 | \$3,228.08 |
| TOTAL WARRANTS TO BE APPROVED: | | | \$1,962,624.17 |

CC Jan Combes, Assistant Superintendent, Business Services

CC Scott Jones, Director of Fiscal Services

TITLE: New Classroom Building at Chico High School – Division of State Architect testing lab services.

Action _____
Consent X
Information _____

May 27, 2009

Prepared by:

Background information

The District is preparing to begin construction on the New Classroom building at Chico High School. The Division of the State Architect (DSA) requires that the District employ the services of a DSA certified testing lab. On April 6, 2009 the District issued a Request for Proposal for special inspection and laboratory testing services to Construction Testing Services, Converse, Holdrege & Kull and Krazan & Associates. The District also placed an advertisement in the Challenge Newsletter seeking qualified testing labs. After reviewing the proposals received, we recommend entering into an agreement with Holdrege & Kull.

Educational Implications

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

Fiscal Implications

This project is being funded out of Measure A proceeds and will have no impact on the general fund. The funds are currently on deposit with the County Treasurer.

Additional Information

Testing lab certifications and services are tightly monitored by the Division of the State Architect. Holdrege & Kull prepared the Geotechnical Report for this project.

Recommendation

It is requested that the Board of Education authorize the Assistant Superintendent, Business Services to enter into a contractual agreement with Holdrege & Kull.



AGREEMENT FOR CONSTRUCTION MATERIALS TESTING SERVICES

THIS AGREEMENT, effective as of this 7 day of May 2009, is by and between Chico Unified School District ("Client") and Holdrege & Kull Consulting Engineers and Geologists ("Company").

THE PROJECT is generally described as: Chico High School New Classroom Building and is located at 901 Espanade, Chico, California.

THIS AGREEMENT consists of the following documents which are incorporated herein by reference:

- GENERAL CONDITIONS FOR CONSTRUCTION MATERIALS TESTING SERVICES; and
- Company's PROPOSAL PC09.009 dated April 24, 2009 and FEE SCHEDULE; and
- Any documents specifically listed below or incorporated by reference in the listed documents.

N/A

N/A

N/A

N/A

Company agrees to perform the Services set forth in this Agreement and in accordance with its terms and limitations, including all attachments incorporated herein by reference. This Agreement may not be modified or altered, except in writing as specifically described in this Agreement.

| | <u>CLIENT:</u> | <u>COMPANY:</u> |
|------------------------|-------------------------------|------------------------------|
| Signature: | _____ | _____ |
| Print Name: | _____ | Shane D. Cummings |
| Title: | _____ | Chico Operations Manager |
| Company: | Chico Unified School District | Holdrege & Kull |
| Street Address: | 2455 Carmichael Drive | 2550 Floral Avenue, Suite 10 |
| City, State, Zip Code: | Chico, CA 95928 | Chico, CA 95973 |
| Email: | _____ | sdcumings@handk.net |
| Phone: | _____ | 530 894 2487 |
| Fax: | _____ | 530 894 2437 |
| Date: | _____ | _____ |



GENERAL CONDITIONS FOR CONSTRUCTION MATERIALS TESTING SERVICES

1. DEFINITIONS

1.1 Contractor. The contractor or contractors, and including its/their subcontractors of every tier, retained to perform construction Work on the Project for which Company is providing Services under this Agreement.

1.2 Day(s). Calendar day(s) unless otherwise stated.

1.3 Hazardous Materials. Any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

1.4 Inspection (or Observation). Visual determination of conformance with specific or, on the basis of Company's professional judgment, general requirements.

1.5 Services. The professional services provided by Company under this Agreement, including all services described in the PROPOSAL, and any written Task Order or amendment to this Agreement.

1.6 Testing. Measurement, examination, performance of tests, and any other activities to determine the characteristics or performance of materials.

1.7 Work. The labor, materials, equipment and services of Contractor.

2. SCOPE OF SERVICES

2.1 Services Provided; Independent Contractor. Company will provide construction materials testing services as set forth in the PROPOSAL. Company will perform its Services under this Agreement as an independent contractor.

2.2 Authority of Company. Company will report observations and data to the Client. Company will report any observed work to the Client or Client's representative, which, in Company's opinion, does not conform with plans, specifications, and codes applicable to the Project. Company has no right or responsibility to approve, accept, reject, or stop work of any agent of the Client.

2.3 Referenced Standards. Company will perform all standard tests, inspections and observations in general accordance with referenced standards and makes no representation regarding compliance with any other standards.

2.4 Variation of Material Characteristics and Conditions. Observations and standardized sampling, inspection and testing procedures employed by Company will indicate conditions of materials and construction activities only at the precise location and

time where and when Services were performed. Client recognizes that conditions of materials and construction activities at other locations may vary from those measured or observed, and that conditions at one location and time do not necessarily indicate the conditions of apparently identical material(s) at other locations and times. Services of Company, even if performed on a continuous basis, should not be interpreted to mean that Company is observing, verifying, testing or inspecting all materials on the Project. Company is responsible only for those data, interpretations, and recommendations regarding the actual materials and construction activities observed, sampled, inspected or tested, and is not responsible for other parties' interpretations or use of the information developed. Company may make certain inferences based upon the information derived from these procedures to formulate professional opinions regarding conditions in other areas.

2.5 Changes in Scope. Client may request changes in the PROPOSAL. Such changes, including any change in Company's compensation or time of performance, which are mutually agreed upon by Company and Client, will be incorporated in written amendments to this Agreement. No change will be effective unless it is in writing and signed by Client and Company, or if made orally, confirmed by the parties in writing within 10 days.

2.6 Excluded Services. Company's Services under this Agreement include only those Services specified in the PROPOSAL. Client expressly releases any claim against Company relating to any additional Services that Company recommended, but that Client either did not authorize or instructed Company not to perform.

3. PAYMENTS TO COMPANY

3.1 Basic Services. Company will perform all Services set forth in the PROPOSAL AND FEE SCHEDULE for the amount(s) set forth therein. Company will give Client at least 30 days advance notice of any changes to its standard rates. Unless Client objects in writing to the amended fee structure within 30 days of notification, it will be incorporated into this Agreement and will supersede any prior fee structure.

3.2 Additional Services. Any Services performed under this Agreement, except those Services expressly identified otherwise in the attached SCOPE OF SERVICES in Exhibit A, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.

3.3 Estimate of Fees. Company will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by Company. Client recognizes that unforeseen circumstances along with changes in scope and schedule can influence the successful



completion of Services within the estimated cost. The use of an estimate of fees or of a "not to exceed" limitation indicates that Company will not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so, but is not a guarantee that the Services will be completed for that amount.

3.4 Rates. Client will pay Company at the rates set forth in the FEE SCHEDULE, which is subject to periodic review and amendment, as appropriate to reflect Company's then-current fee structure.

3.5 Prevailing Wages. Unless Client specifically informs Company in writing that prevailing wage regulations cover the Project and the PROPOSAL identifies it as covered by such regulations, Client hereby releases and agrees to reimburse Company for any liability and costs it may incur resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.

3.6 Payment Timing; Late Charge. Company will submit invoices to Client periodically, but no more frequently than every two (2) weeks. All invoices are due and payable upon presentation, and any amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at 1-1/2% per month or the maximum legal rate, whichever is lower. The failure by Client to pay Company within thirty (30) days of date of invoice will constitute a substantial failure of Client to perform under this Agreement. Client will reimburse Company for all time spent and expenses (including fees of any attorney, collection agency, and/or court costs) incurred in connection with collecting any delinquent amount.

3.7 Payment Disputes. If Client objects to any portion of an invoice, Client must so notify Company in writing within 10 days of the invoice date, identify the cause of disagreement, and pay when due the portion of the invoice not in dispute. The parties will immediately make every effort to resolve the disputed portion of the invoice. Payment thereafter will first be applied to accrued interest and then to the unpaid principal amount.

4. PERFORMANCE STANDARD

4.1 Professional Standards. Company will perform the Services consistent with that level of care and skill ordinarily exercised by other professionals providing similar services in the same locale and under similar circumstances at the time the Services are performed. No other representation, express or implied, and no warranty or guarantee is included or intended by this Agreement or any report, opinion, document, or other instrument of service.

4.2 Level of Service. Company offers different levels of Testing Services to suit the desires and needs of different clients. More detailed and extensive Services yield more information regarding the contractor's performance, but at increased cost. Client must determine the level of Services adequate for its

purposes. Client has reviewed the PROPOSAL and has determined that it does not need or want a greater level of Services than that being provided.

4.3 Sampling, Inspection & Test Locations. Unless specifically stated otherwise, the PROPOSAL does not include surveying the Site or precisely identifying sampling, inspection or test locations, depths or elevations. Sampling, inspection and test locations, depths and elevations will be based on field estimates and information furnished by Client and its representatives. Unless stated otherwise in the report, such locations, depths and elevations are approximate. Company will take reasonable precautions to limit damage to the Project Site or Work due to the performance of Services, but Client understands that some damage may necessarily occur in the normal course of Services, and this Agreement does not include repair of such damage unless specifically stated in the PROPOSAL.

4.4 Sample Disposal. Company will dispose of all samples after submission of the report covering those samples. Company will provide further storage or transfer of samples only upon Client's prior written request and agreement on appropriate compensation.

4.5 Buried Utilities & Structures; Property Restoration. If the Services require borings, test pits or other invasive exploratory work, Client will provide Company with all information in its possession regarding the location of underground utilities and structures. Company will contact an appropriate utility locator and take into consideration utility locations shown on drawings provided to Company by the Client to reduce the risk of damage or injury to underground structures, pipelines and utilities. The Client agrees to hold Company harmless for any damage to underground structures or utilities that are not called to its attention or are not correctly shown on plans or drawings furnished for the purpose of locating such structures and utilities. If Client desires Company to restore the property to its former condition or better, Company will provide the additional Services at an additional cost.

5. CONTRACTOR'S PERFORMANCE

Company is not responsible for Contractor's means, methods, techniques or sequences during the performance of its Work. Company will not supervise or direct Contractor's Work, nor be liable for any failure of Contractor to complete its Work in accordance with the Project's plans, specifications and applicable codes, laws and regulations. Client understands and agrees that Contractor, not Company, has sole responsibility for the safety of persons and property at the Project Site.

6. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

6.1 Access. Grant or obtain free access to the Project Site for all equipment and personnel necessary



for Company to perform its Services under this Agreement.

6.2 Representative. Designate a representative for notices and information pertaining to the Services, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client may change its representative by written notice.

6.3 Information. Supply to Company all information and documents relevant to the Services. Company may rely upon such information without independently verifying its accuracy. Client will notify Company of any known potential or possible health or safety hazard regarding the materials to be tested, including its intended use, chemical composition, relevant MSDS, manufacturers' specifications and literature, and any previous test results.

6.4 Project Information. Client agrees to provide Company within 7 days after written request, a correct statement of the recorded legal title to the property on which the Project is located and the Client and/or Owner's interest therein.

7. CHANGED CONDITIONS

If Company discovers conditions or circumstances that it did not contemplate ("Changed Conditions") at the time of this Agreement, it will give Client written notice of the Changed Conditions. Client and Company will then negotiate an appropriate amendment to this Agreement. If they cannot agree upon an amendment within 30 days after the notice, Company may terminate this Agreement and be compensated as set forth in Section 13, "Suspension & Delay; Termination."

8. HAZARDOUS MATERIALS

Client understands that Engineer's Services under this Agreement are limited to geotechnical engineering and that Engineer has no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with Hazardous Materials. Client is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, including the potentially affected public, of the existence of any Hazardous Materials located on or in the Project site, or located during the performance of this Agreement. The existence or discovery of Hazardous Materials constitutes a Changed Condition under this Agreement.

9. CERTIFICATIONS

Client will not require Company to execute any certification regarding Services performed or Work tested or observed unless: 1) Company believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) Company believes that the Services performed and Work tested or observed meet the criteria of the certification; and 3) Company has reviewed and approved in writing the

exact form of such certification prior to execution of this Agreement. Any certification by Company is limited to the expression of a professional opinion based upon the Services performed by Company, and does not constitute a warranty or guarantee, either express or implied. Client agrees not to condition the resolution of any dispute upon Company signing a certification.

10. ALLOCATION OF RISK

10.1 Limitation of Remedy. The total cumulative liability of Company, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Company Entities") to Client arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by Company under this Agreement or \$50,000, whichever is greater. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in Company's Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, Company and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in Company's fee, provided that the parties amend this Agreement in writing, as provided in Section 15.3, "Modification of This Agreement."

10.2 Indemnification of Client. Subject to the terms and limitations of this Agreement, Company will indemnify and hold harmless Client, its shareholders, officers, directors, and employees from and against any and all claims, suits, liabilities, damages, expenses (including reasonable attorney's fees and defense costs) and other losses (collectively "Losses") to the extent caused by Company's negligence in performance of this Agreement.

10.3 Indemnification of Company. Client will indemnify and hold harmless Company Entities from and against any and all Losses except to the extent caused by the sole negligence of Company Entities. In addition, except to the extent caused by Company's negligence, Client will defend, indemnify and hold harmless Company Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Materials.

10.4 No Personal Liability. Client and Company intend that Company's Services will not subject Company's individual employees, officers or directors to any personal liability. Therefore, and notwithstanding any other provision of this Agreement, Client agrees as its sole and exclusive remedy to direct or assert any claim, demand or suit only against the business entity identified as "Company" on the first page of this Agreement.



10.5 Consequential Damages. Neither Client nor Company will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

10.6 Continuing Agreement. The provisions of this Section 10, "Allocation of Risk," will survive the expiration or termination of this Agreement. If Company provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the provisions of this Section 10 will apply to such Services as if the parties had executed an amendment.

11. INSURANCE

11.1 Company's Insurance. If reasonably available, Company will maintain the following coverages:

11.1.1 Statutory Workers' Compensation/ Employer's Liability Insurance;

11.1.2 Commercial General Liability Insurance with a combined single limit of \$1,000,000;

11.1.3 Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damage, and \$1,000,000 combined single limit per occurrence; and,

11.1.4 Professional Liability Insurance in amounts of at least \$1,000,000 per claim and annual aggregate.

11.2 Client's Insurance. As appropriate, Client will obtain Builder's Risk or other property insurance to protect it from injury or damage to the Project, and which waives all rights of subrogation against Company. Proceeds from such insurance will be held by Client as trustee and will be payable to Company as its interests appear.

11.3 Certificates of Insurance. Upon request, Company and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein. Except for Professional Liability and Workers' Compensation Insurance, all policies required under this Agreement shall contain a waiver of subrogation.

12. OWNERSHIP AND USE OF DOCUMENTS

12.1 Company Documents. Unless otherwise agreed in writing, all documents and information prepared by Company including, but not limited to, reports, boring logs, maps, field data, field notes, drawings and specifications, test data and other similar instruments of service (collectively "Documents") are the property of Company. Company has the right, in its sole discretion, to dispose of or retain the Documents.

12.2 Client Documents. All documents provided by Client will remain the property of Client. Company will return all such documents to Client upon request, but may retain copies for its files.

12.3 Use of Documents. Except as otherwise agreed to by Client and Company, all Documents prepared by Company are solely for use by Client and will not be provided by either party to any other person or entity without Company's prior written consent.

12.3.1 Use by Client. Client has the right to reuse the Documents for purposes reasonably connected with this Project for which the Services are provided, including without limitation design and licensing requirements of the Project.

12.3.2 Use by Company. Company retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from Services and the right to use the Documents for any purpose.

12.4 Electronic Media. Company may agree at Client's request to provide Documents and information in an electronic format as a courtesy. However, the paper original issued by Company will remain the final product of the Services. Company makes no warranties, either express or implied, regarding the fitness or suitability of any electronic Documents or media.

12.5 Unauthorized Use. No party other than Client may rely on, use or alter the Documents without Company's prior written consent and receipt of additional compensation. Client waives any and all claims against Company resulting from the unauthorized use or alteration of Documents by Client or any party obtaining them through Client. Client will defend, indemnify and hold harmless Company from and against any claim, action or proceeding brought by any party (including reasonable attorneys fees, expert fees and other costs of defense) arising out of the reuse, alteration, or reliance on the Documents or information or opinions contained in Documents without having obtained Company's prior written consent.

13. SUSPENSION & DELAY; TERMINATION

13.1 Suspension & Delay. Client may, upon 10 days written notice at any time, suspend Company's Services. Company may terminate this Agreement if Client suspends the Services for more than 60 days, in which case Client will pay Company as provided in Section 13.4. If Client suspends the Services, or if Client or others delay Company's Services, Client and Company agree to equitably adjust the time for completion of the Services and Company's compensation for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, and any charges incurred by Company for demobilization and subsequent remobilization.



13.2 Termination for Convenience. Company and Client may terminate this Agreement for convenience upon 10-days written notice delivered or mailed to the other party.

13.3 Termination for Cause. In the event of material breach of this Agreement, the non-breaching party may terminate this Agreement if the breaching party fails to cure the breach within 10 days following delivery of the non-breaching party's written notice of the breach to the breaching party. The termination notice must state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 10-day period.

13.4 Payment on Termination. Following termination other than for Company's breach of this Agreement, Client will pay Company for the Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with Company's then-current SCHEDULE OF CHARGES in Exhibit A.

13.5 Force Majeure. In the event that Company is prevented from completing performance of its obligations under this Agreement by adverse weather or other occurrence beyond the control of Company, then Company will be excused from any further performance of its obligations and undertakings. In the event of a force majeure delay that does not result in termination of the Agreement, the schedules will be equitably adjusted.

14. DISPUTES

14.1 Mediation. All disputes between Company and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice. No action or suit may be commenced unless the parties fail to conduct the mediation within 45 days after service of notice; or mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

14.2 Choice of Law; Venue. This Agreement will be construed in accordance with and governed by the laws of the state in which the Project is located.

14.3 Statutes of Limitations. Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of Company's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

15. MISCELLANEOUS

15.1 Assignment and Subcontracts. During the term of this Agreement and following its expiration or termination for any reason, neither party may assign this Agreement or any right or claim under it, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Any assignment that fails to comply with this paragraph will be void and of no effect. Company may subcontract for the services of others without obtaining Client's consent if Company deems it necessary or desirable for others to perform certain Services.

15.2 Integration and Severability. This Agreement reflects the parties' entire agreement with respect to its terms and limitations and supersedes all prior agreements, written and oral. If any portion of this Agreement is found void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as law allows. These terms and conditions survive the completion of the Services under and the termination of the Agreement, whether for cause or for convenience.

15.3 Modification of This Agreement. This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

15.4 Notices. Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

15.5 Headings. The headings used in this Agreement are for convenience only and are not a part of this Agreement.

15.6 Waiver. The waiver of any term, condition or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach.

15.7 Precedence. These GENERAL CONDITIONS take precedence over any inconsistent or contradictory provisions contained in any other agreement term, proposal, purchase order, requisition, notice to proceed, or other document regarding Company's Services.

15.8 Incorporation of Provisions Required By Law. Each provision and clause required by law to be inserted in this Agreement is included herein, and the Agreement should be read and enforced as though each were set forth in its entirety herein.

End of General Conditions

April 24, 2009
Proposal No. PC09.009

Chico Unified School District
ATTN: Mr. Michael Weissenborn
2455 Carmichael Drive
Chico, California 95928

Reference: *Chico High School, New Classroom Building
901 Esplanade, Chico, California*

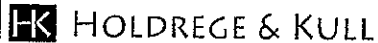
Subject: *Proposal for Special Inspection and Laboratory Testing Services*

Dear Mr. Weissenborn,

In response to the Chico Unified School Districts (CUSD) request, Holdrege & Kull (H&K) prepared this proposal and statement of qualifications package to provide special inspection and laboratory testing services for the Chico High School New Classroom Building (CHS-NCB). H&K's materials testing division is certified by the California Division of State Architect (DSA) to provide laboratory testing, construction quality assurance, and special inspection of school improvement projects. During the past 15 years, H&K has successfully served school districts located throughout northern California.

Michael Laney of H&K is the Geotechnical Engineer of Record and Shane Cummings is the Certified Engineering Geologist for the CHS-NCB who prepared the Geological Hazards Evaluation and Geotechnical Engineering Investigation Report, dated November 24, 2008. The report provides the geotechnical engineering recommendations for earthwork and structural improvements. These recommendations are not final until the Geotechnical Engineer of Record has reviewed the final design plans and evaluated the actual site conditions encountered during construction and determined that the subsurface conditions are suitable for the building design and construction approach. Our experience and that of the civil engineering profession has clearly indicated that during the construction phase of a project the risks of costly design, construction, and maintenance problems can be significantly reduced by retaining the design geotechnical engineering firm to review the project plans and specifications and to provide geotechnical engineering construction quality assurance observation and special inspection and testing services.

Included in this proposal is a brief summary of our quality assurance and special inspection services, the provided Tests and Certifications Fees form, H&K's 2009 fee schedule, and completed Disabled Veterans Business Enterprise (DVBE) program requirement form. H&K will provide the majority of the materials testing and special inspection services in-house, only subcontracting to



a DSA certified timber inspector for the glue laminated beam inspection services. H&K has the qualified and certified staff, skill, successful practice, and ability to perform the sampling and testing of soil, concrete, and other materials used in the CHS-NCB construction project and will perform, oversee and coordinate all aspects of project materials sampling and testing per the plans and specifications.

If selected, this project will be coordinated and staffed out of our Chico office located at 2550 Floral Avenue, Suite 10, Chico, California 95973. Mr. Shane Cummings, CEG, will be the project manager and contract contact person and can be reached directly at 530.894-2487 to answer questions or provide additional information. Mr. Laney will continue as the Geotechnical Engineer of Record to certify the earthwork grading portion of the work, and Mr. John Atkinson will serve as the senior special inspector and certified AWS welding inspector required for this DSA regulated project. During the course of the contract period, our certified engineering technicians and special inspectors will be dispatched from our Chico office, therefore, no travel time to or from the project sites to our offices or per diem will be charged, only our time on the project site will be billed to the CSUD.

Closing

We are confident that Holdrege & Kull has the qualifications, experience, knowledge, and ability to perform materials sampling and testing for the CUSD. H&K is an award winning, innovative and successful engineering and materials testing firm with five offices located throughout Northern California. Our clients have included local, state, and federal agencies, school districts, hospitals, architects, engineers, contractors, attorneys, and even our competitors. We will exploit the use of technology to improve efficiency and decrease costs, which will directly benefit the client. We know the secret of our success is our ability to understand and solve our client's problems, and to complete our clients projects on time and within budget.

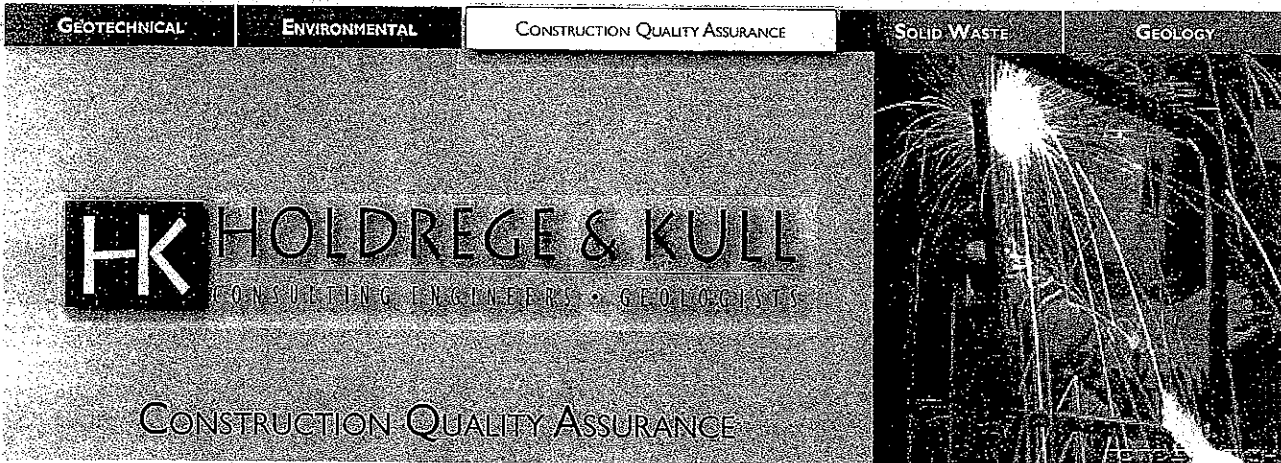
Thank you for this opportunity to submit a proposal to provide materials testing services for the CHS-NCB construction project. Following review of this proposal package, we are confident the CUSD will see the added value that H&K provides by continued involvement in this important project.

Sincerely,

HOLDREGE & KULL

Shane D. Cummings, PG, CHG, CEG
Operations Manager

Copies: 3 copies



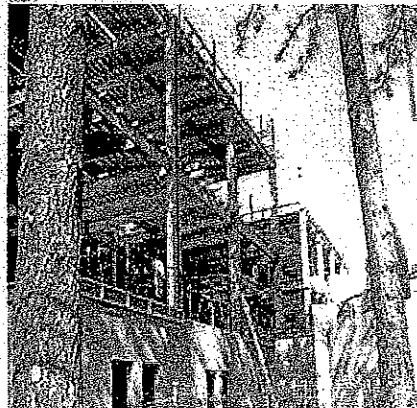
HOLDREGE & KULL has provided Construction Quality Assurance (CQA) services on thousands of projects since the company was founded. Our CQA services include construction observation, special inspection, and materials testing services, both in the laboratory and the field. We perform inspection services for projects ranging from shallow foundations to multi-story steel and concrete buildings to foundations for the San Francisco - Oakland Bay Bridge. We provide testing and observation services for grading projects, from simple driveway fills and rock walls to one million cubic yard mass grading operations. Our in-house laboratory is equipped for a wide variety of soil and materials testing services.

Technical certifications from:

- » California Department of Transportation (Caltrans)
- » International Code Council (ICC)
- » National Institute for Certification of Engineering Technicians (NICET)
- » American Concrete Institute (ACI)
- » American Society of Nondestructive Testing (ASNT)
- » American Welding Society (AWS)
- » Occupational Safety & Health Administration (OSHA)
- » Division of State Architect (DSA)

Laboratory approval by:

- » California Department of General Services -
Division of the State Architect (DSA)
- » Cement and Concrete Reference Laboratory (CCRL)
- » American Association of State Highway and
Transportation Officials (AASHTO)
- » California Council of Testing and Inspection Agencies (CCTIA)
- » California Department of Transportation (Caltrans)



Holdrege & Kull has been providing CQA services for public works and private sector projects throughout Northern California since 1993. We have developed an excellent reputation as a company that is client oriented and solution driven. I think a large part of our success comes from the fact that we value our clients and employees above all else.

CLIENT ORIENTED - SOLUTION DRIVEN

Tom Holdrege - PE, CEG
Founding Principal and CEO

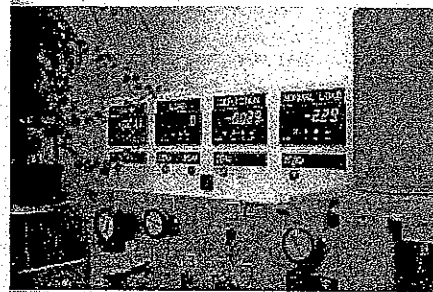


Soil & Materials Testing - Field

| Guideline | Test Description |
|------------|--|
| ASTM C31 | Preparing and Curing of Concrete Test Specimens |
| ASTM C138 | Unit Weight, Yield, and Air Content (Gravimetric) of Concrete |
| ASTM C143 | Slump of Hydraulic Cement Concrete |
| ASTM C172 | Sampling Freshly Mixed Concrete |
| ASTM C173 | Air Content of Freshly Mixed Concrete by the Volumetric Method |
| ASTM C231 | Air Content of Freshly Mixed Concrete by the Pressure Method |
| ASTM C375 | Relative Compaction of Asphalt Concrete |
| ASTM C1019 | Standard Test Methods for Sampling and Testing Grout |
| ASTM C1064 | Temperature of Freshly Mixed Hydraulic-Cement Concrete |
| ASTM D1452 | Soil Investigation and Sampling by Auger Borings |
| ASTM D1587 | Thin-Walled Tube Geotechnical Sampling of Soil |
| ASTM D2488 | Description & Identification of Soil (Visual-Manual Procedure) |
| ASTM D2937 | Density of Soil in Place by the Drive-Cylinder Method |
| ASTM D4220 | Preserving and Transporting Soil Samples |
| ASTM D5093 | Sealed Double Ring Infiltrometer |
| ASTM D6391 | Two-Stage Borehole Infiltrometer |
| ASTM D6938 | Density of Soil and Soil-Aggregate in Place by Nuclear Method |

REPRESENTATIVE CLIENTS

Butte County
Caltrans
C.C. Myers Construction
City of Lincoln
East-West Partners
Kirkwood-Bly, Inc.
Nevada County
Nextel
Verizon
Psomas
West Bay Builders
Placer County
Placer County Water Agency
United Parcel Service



Soil & Materials Testing - Laboratory

| Guideline | Test Description |
|-------------------|--|
| CAL 216 | California Impact Compaction Curve |
| ASTM C39 | Concrete Compressive Strength |
| ASTM C127 | Specific Gravity & Absorption of Coarse Aggregate |
| ASTM D422 | Full Sieve Only |
| ASTM D422 | Long Hydrometer Only |
| ASTM D422 | Full Sieve with Long Hydrometer |
| ASTM D698 & D1557 | Compaction Curves (4 & 6-Inch Mold) |
| ASTM D854 | Specific Gravity |
| ASTM D1140 | No. 200 Mesh Sieve Wash |
| ASTM D2166 | Unconfined Compression Shear Strength |
| ASTM D2216 | Oven Moisture Content |
| ASTM D2419 | Sand Equivalent (CAL 217) |
| ASTM D2434 | Constant Head Permeability |
| ASTM D2435 | One-Dimensional Consolidation |
| ASTM D2487 | Standard Classification of Soil for Engineering Purposes |
| ASTM D2488 | Standard Practice for Description & Identification of Soil |
| ASTM D2844 | Resistance Value (CAL 301) |
| ASTM D2850 | Unconsolidated-Undrained, Triaxial Shear Strength (UU) |
| ASTM D3080 | Direct Shear Strength (3 Points Minimum) |
| ASTM D4318 | Atterberg Indices (Dry Method) |
| ASTM D4437 | HDPE Peel and Shear (10 Points Per Set) |
| ASTM D4546 | One-Dimensional Settlement or Swell |
| ASTM D4767 | Consolidated, Undrained, Triaxial Shear Strength (CU) |
| ASTM D4829 | Expansion Index (UBC Expansion Index) |
| ASTM D5084 | Falling Head Permeability |
| ASTM D5321 | Coefficient of Soil & Geosynthetic by Direct Shear Method |

REPRESENTATIVE PROJECTS

San Francisco - Oakland Bay Bridge
American River Pump Station
Tahoe Forest Hospital
Auburn Justice Center
Auburn Land Development Building
Feather River Hospital
Western Regional Landfill
Sugar Bowl Ski Resort
Cascade Shores Landslide
Sierra College Truckee and Grass Valley Campuses
I-80 / SR 89 Roundabout
Gray's Crossing Subdivision
Neal Road Landfill
Highway 65 Bypass
Keller Canyon Landfill
McCourtney Road Landfill
City of Lincoln Expansion
Winchester Estates Subdivision
Turlock Irrigation District Tunnel Rehabilitation

TESTS and CERTIFICATION FEES
New Classroom Building
Chico High School

Firm: HOLDREGE & KULL

Date: April 24, 2009

Please provide fees for the following tests and certifications, based on unit cost (i.e., each, hour, or day)

| Test | Unit Price | Not to Exceed Cost for Project |
|--|------------|--------------------------------|
| Compacted fill acceptance test | Hour | \$78.00 |
| Compacted fill continuous compaction tests | Hour | \$78.00 |
| Concrete, grab sample and test cement | Hour | \$78.00 |
| Cast concrete cylinders, deliver, cure, test and report | Set of 4 | \$112.00 |
| Mix design for concrete foundation: after 28 days, 1" maximum size, 3000 PSI minimum compressive strength | Hour | \$115.00 |
| Mix design for concrete slabs: after 28 days, 3/4" maximum size, 3000 PSI minimum compressive strength | Hour | \$115.00 |
| Concrete expansion anchors in concrete, tension pull tests and installation torque | Hour | \$78.00 |
| Sample and test reinforcing bar steel | Hour | \$78.00 |
| Structural steel tube member, pipe columns and all plates 1/2" thick and thicker, inspection of shop welds | Hour | \$78.00 |
| Structural steel tube member, pipe columns and all plates 1/2" thick and thicker, inspection of field welds | Hour | \$78.00 |
| Structural steel tube member, pipe columns and all plates 1/2" thick and thicker, inspection of shop bolting | Hour | \$78.00 |
| Structural steel tube member, pipe columns and all plates 1/2" thick and thicker, inspection of field bolting | Hour | \$78.00 |
| Inspection of glued laminated structural lumber | Hour | \$80.00 |
| Inspection of shop fabrication of all steel not identified by mill certificates, per section 2212A.1 mill certificates available | Hour | \$78.00 |
| Inspection of shop fabrication of shop welds | Hour | \$78.00 |
| Inspection of shop fabrication of field welds | Hour | \$78.00 |
| Mileage rate for re-testing or items not included above | per mile | \$ 0.65 |
| Travel expenses for re-testing or items not included above | Hour | No Charge for Site Visits |

2009 FEE SCHEDULE

Personnel

| | |
|---|---------------|
| Project Assistant | \$60.00/Hour |
| AutoCAD Operator | \$77.00/Hour |
| Technical Editor | \$80.00/Hour |
| Engineering Technician I | \$63.00/Hour |
| Engineering Technician II | \$68.00/Hour |
| Engineering Technician III | \$73.00/Hour |
| Supervisory Technician | \$85.00/Hour |
| Assistant Engineer/Geologist | \$90.00/Hour |
| Staff Scientist/Toxicologist | \$105.00/Hour |
| Staff Engineer/Geologist | \$105.00/Hour |
| Project Engineer/Geologist | \$115.00/Hour |
| Senior Engineer/Geologist | \$125.00/Hour |
| Associate Engineer/Geologist | \$135.00/Hour |
| Principal | \$205.00/Hour |
| Expert Testimony and Deposition (four hour minimum) | \$300.00/Hour |

Laboratory Services

| | |
|--|----------------|
| CAL 216, California Impact Compaction Curve | \$190.00/Each |
| ASTM C39, Concrete Compressive Strength | \$25.00/Each |
| ASTM D422, Full Sieve Only | \$110.00/Each |
| ASTM D422, Long Hydrometer Only (Specific Gravity Not Included) | \$110.00/Each |
| ASTM D422, Full Sieve with Long Hydrometer (Specific Gravity Not Included) | \$150.00/Each |
| ASTM D698 and D1557, Compaction Curves (4 Inch Mold) | \$180.00/Each |
| ASTM D698 and D1557, Compaction Curves (6 Inch Mold) | \$190.00/Each |
| ASTM D854, Specific Gravity | \$80.00/Each |
| ASTM D1140, No. 200 Mesh Sieve Wash | \$75.00/Each |
| ASTM D2166, Unconfined Compression Shear Strength | \$85.00/Each |
| ASTM D2216, Oven Moisture Content | \$22.00/Each |
| ASTM D2419, Sand Equivalent (CAL 217) | \$95.00/Each |
| ASTM D2434, Constant Head Permeability | \$150.00/Each |
| ASTM D2435, One-Dimensional Consolidation | \$75.00/Point |
| ASTM D2844, Resistance Value (CAL 301) | \$240.00/Each |
| ASTM D2850, Unconsolidated, Undrained, Triaxial Shear Strength (UU) | \$125.00/Point |
| ASTM D2937, Density-Moisture | \$27.00/Each |
| ASTM D3080, Direct Shear Strength (3 Points Minimum) | \$270.00/Each |
| ASTM D4318, Atterberg Indices (Dry Method) | \$130.00/Each |
| ASTM D4437, HDPE Peel and Shear (10 Points Per Set) | \$70.00/Set |
| ASTM D4546, One-Dimensional Settlement or Swell | \$75.00/Point |
| ASTM D4767, Consolidated, Undrained, Triaxial Shear Strength (CU) | \$150.00/Point |
| ASTM D4829, Expansion Index (UBC Expansion Index) | \$130.00/Each |
| ASTM D5084, Falling Head Permeability | \$230.00/Each |
| Laboratory Shop Rate | \$70.00/Hour |

This is a partial list of the most common laboratory tests. ASTM Standards are used as guidelines.

Field Equipment

| | |
|---|--------------|
| Photoionization Detector (PID) | \$100.00/Day |
| 4-inch Pump with Trailer | \$150.00/Day |
| Brass/Stainless Steel Sample Tube | \$5.00/Each |
| Disposable Bailer | \$15.00/Each |
| Well Sounder | \$20.00/Day |
| pH/Conductivity Meter | \$40.00/Day |
| ATV | \$35.00/Day |

Notes

- Mileage and hourly rates will be charged portal to portal. Mileage will be billed at \$0.65 per mile.
- Outside services will be billed at our cost plus 20 percent.
- Overtime rates for Saturday, Sunday, or over 8 hours/day: hourly rate plus \$25.00/Hour.
- A minimum 2 hour fee will be charged for any site visit.
- Per Diem will be billed at cost unless other arrangements are made.
- Prevailing wage projects quoted on case-by-case basis.

2009 PREVAILING WAGE FEE SCHEDULE

| Personnel | Regular Time | Overtime | Sunday/Holiday |
|---|---------------------|---------------------|-----------------------|
| Construction Inspector (includes Resident Inspector, Project Inspector, CWI/AWS Welding Inspector) | \$93.00/Hour | \$118.00/Hour | \$143.00/Hour |
| Soil and Materials Tester (includes Senior Engineering Technician I and II) | \$78.00/Hour | \$113.00/Hour | \$138.00/Hour |

Please refer to Holdrege & Kull's 2009 Fee Schedule for non-prevailing wage fees.

**DOCUMENTATION OF DISABLED VETERAN BUSINESS ENTERPRISE
PROGRAM REQUIREMENTS**

STD. 840 (REV. 3/2007)

A. Designation Of Option – Check the appropriate box(es) to indicate the option(s) with which you choose to comply, complete the applicable sections and attach the required supporting documentation. You are advised to read all instructions carefully prior to completing this form. Remember that only California certified DVBEs who can provide related goods and/or services may be used to satisfy these program solicitation requirements. DVBEs must perform a commercially useful function. During contract performance, all requests for substituting DVBE subcontractors must be made in accordance with the provisions of California Code of Regulations, Title 2, §1896.64(c).

OPTION A – I commit to meeting the full DVBE Agreement participation requirement.

Complete: STD. 840, Section A (check the box on this form) and
Bidder Declaration form GSPD-05-105 (located elsewhere in the solicitation)

OPTION B – I performed and documented a Good Faith Effort (GFE) in an attempt to obtain DVBE participation.

Complete: STD. 840, Section A (check the box on this form),
STD. 840, Section B (for GFE Steps 1 & 2),
STD. 840 (REVERSE), Section C (for GFE Steps 3-5), and
Bidder Declaration form GSPD-05-105 (located elsewhere in the solicitation)

OPTION C – I submit a copy of my firm's "Notice of Approved DVBE Business Utilization Plan."

Complete: STD. 840, Section A (check the box on this form) and
Bidder Declaration form GSPD-05-105 (located elsewhere in the solicitation)

B. Documentation of Good Faith Effort Steps 1 and 2 – Full information must be provided. Remember to carefully read all instructions prior to completing this form. Please refer to the Resources & Information page for detailed contact information.

STEP 1. Contact the Awarding Department (the contracting official, unless another contact is specified) to identify potential DVBE subcontractors, and document this contact below.

| | | |
|-------------------------------|-------------------------------------|--|
| Date Contacted 4 /22/ 2009 | Contact Name Michael Weissenborn | Telephone Number (530) 8913209 ext. |
|-------------------------------|-------------------------------------|--|

Describe Result

left message on 4/22 and 4/24 for Mike.

STEP 2. Contact all of the following and document your contacts as required: Other State and federal agencies and local organizations to identify potential DVBE subcontractors. Attach screen print(s) of Web Results for verification.

Other State Agency – Procurement Division, Office of Small Business and DVBE Services (OSDS)

| | | | | |
|--------------------------------------|---------------------|---|--------------|---|
| PHONE CONTACT OR ONLINE SEARCH | Date / / | Telephone Number (916) 375-4940 | Contact Name | <input type="checkbox"/> I contacted the OSDS for a list of California certified DVBEs. |
| | Date 4 /22/ 2009 | Internet Address www.pd.dgs.ca.gov/smbus | | <input checked="" type="checkbox"/> I searched the OSDS online database to identify California certified DVBEs. |

Describe Result

No firms listed capable of providing the special inspection service. No special inspection firms located to project closer than 5 hours away.

Federal Agency – U.S. Small Business Administration (SBA) online database

| | | |
|---------------------|----------------------------------|--|
| Date 4 /22/ 2009 | Internet Address www.ccr.gov/ | <input checked="" type="checkbox"/> I searched the federal online database for California DVBEs. |
|---------------------|----------------------------------|--|

Describe Result

No DVBE consultants/contractors listed in the area with capabilities to perform the required special inspection services.

Local DVBE Organizations – Contact at least one local DVBE organization – refer to the DVBE Resource Packet for a list of acceptable contacts. (www.pd.dgs.ca.gov/smbus – select "DVBE Resource Packet")

| | | | |
|---------------------|---|-----------------------|---|
| Date 4 /22/ 2009 | Organization Name Shasta Builders Exchange | Contact Name Bobbi | Telephone Number and/or Internet Address (530) 221-5556 www. |
|---------------------|---|-----------------------|---|

Describe Result

Does not have any DVBE consultants/contractors listed for the specific special inspection service.

| | | | |
|---------------------|--|------------------------|--|
| Date 4 /22/ 2009 | Organization Name Valley Contractors Exchange | Contact Name Carrie | Telephone Number and/or Internet Address (530) 3431981 www. |
|---------------------|--|------------------------|--|

Describe Result

Does not have any DVBE consultants/contractors listed for the specific special inspection service.

Go to Page 2, Section C to continue Good Faith Effort documentation

STATE OF CALIFORNIA – GENERAL SERVICES PROCUREMENT DIVISION
**DOCUMENTATION OF DISABLED VETERAN BUSINESS ENTERPRISE
PROGRAM REQUIREMENTS**
STD. 840 (REV. 3/2007) (REVERSE)

C. Documentation of Good Faith Effort Steps 3, 4 and 5 – Full information must be provided.

STEP 3. Publish advertisements: At least two (2) advertisements: One (1) ad in an accepted trade paper; and one (1) ad in an accepted DVBE focus paper (please see the DVBE Resource Packet for a list of all accepted publications and a sample advertisement format); unless the paper is an approved dual purpose (fulfilling both trade and focus requirements), in which case one (1) ad is acceptable. **Document this step as required and remember to attach a copy of your advertisement(s).**

| | | |
|---|--------------------------------|------------------------------------|
| Focus Paper Name (list full name) Shasta Builders Exchange | Contact Name Katherine Reid | Telephone Number (530) 221-5556 |
| Address 2990 Innsbruck Drive, Redding, CA 96003 | | Date Ad Published / / |
| Trade Paper Name (list full name) Shasta Builders Exchange | Contact Name Katherine Reid | Telephone Number (530) 221-5556 |
| Address 2990 Innsbruck Drive, Redding, CA 96003 | | Date Ad Published /22/2009 |

I certify the ad was placed to reach both trade and focus audiences through this one publication.

| | | |
|---|--------------|------------------------------------|
| Trade and Focus Paper Name (list full name) Shasta Builders Exchange | Contact Name | Telephone Number (530) 221-5556 |
| Address 2990 Innsbruck Drive, Redding, CA 96003 | | Date Ad Published / / |

STEP 4 & STEP 5. Document your completed contacts with (Step 4) and consideration of (Step 5), relevant DVBEs. Business reasons for non-selection must be explained. Attach additional pages to list all other DVBE contacts (you may use STD. 840A). Copies of all written invitations must be attached. Delivery confirmations should also be attached and submitted with the bid.

| | | | |
|--|--|------------------------------|-----------------------|
| Date Contacted 4 /9 /2009 | DVBE Company Name Moore Twinning Associates | | |
| DVBE Contact Name & Reference # OSDS RE#16472 | Telephone Number (559) 268-7021 ext. | Fax Number (559) 268-7126 | E-mail (if available) |
| Street Address, City, State, and Zip Code PO Box 1472 Fresno CA 93716 | | | |

DVBE was selected and is listed on the GSPD-05-105 DVBE not selected for the following business reasons:

Contacted by phone on 04/09/2009 at 15:10 hours. They do not provide glue laminated timber beam inspection services.

| | | | |
|---|------------------------------|-------------------|-----------------------|
| Date Contacted / / | DVBE Company Name | | |
| DVBE Contact Name & Reference # | Telephone Number () ext. | Fax Number () | E-mail (if available) |
| Street Address, City, State, and Zip Code | | | |

DVBE was selected and is listed on the GSPD-05-105 DVBE not selected for the following business reasons:

| | | | |
|---|------------------------------|-------------------|-----------------------|
| Date Contacted / / | DVBE Company Name | | |
| DVBE Contact Name & Reference # | Telephone Number () ext. | Fax Number () | E-mail (if available) |
| Street Address, City, State, and Zip Code | | | |

DVBE was selected and is listed on the GSPD-05-105 DVBE not selected for the following business reasons:

Attach additional pages (OR USE STD. 840A) to list all other DVBE contacts

TITLE: Division of State Architect Inspector Services –District wide small or emergency projects.

Action _____
Consent X
Information _____

May 27, 2009

Prepared by:

Background information

All projects which require Division of the State Architect (DSA) approval require a DSA approved Inspector to observe and approve the work. In the past the District has routinely retained the services of a DSA Inspector of Record (IOR) who can be utilized on an as needed basis for small or emergency District projects.

Educational Implications

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

Fiscal Implications

The fiscal implications vary depending on the funding source of individual projects. The projects are funded by non-General Fund sources.

Additional Information

Recommendation

It is requested that the Board of Education authorize the Assistant Superintendent, Business Services to enter into a contractual agreement with Mike Mootz, Inspector of Record.

CONTRACT FOR INSPECTION SERVICES

This CONTRACT FOR INSPECTION SERVICES is made this 1st day of June 2009 by and between CHICO UNIFIED SCHOOL DISTRICT, hereinafter called "District" and Michael Mootz, hereinafter called "Inspector".

Recitals

District anticipates or has already begun construction of the following described project(s), hereinafter called "the project(s)":

(1) Miscellaneous Chico Unified School District Projects

The District wishes to secure the services of Inspector, and Inspector wishes to provide services to District, as set forth herein, for inspection of construction of the projects, and the parties therefore agree as follows:

1. **DUTIES OF INSPECTOR.** Inspector shall serve as the "Inspector of Record" performing those duties required by the State of California Division of State Architect for School Construction Inspectors, and shall comply with each and all of the requirements of Section 42, Title 21 of the California Code of Regulations, a copy of which is attached hereto as Exhibit A and incorporated herein as though fully set forth. Inspector shall represent District's interests in inspecting the integrity of construction, the adherence to plans, specifications, and building regulations, and encouraging timely performance. Whenever Inspector is required to notify or report to the Division of the State Architect, Inspector shall provide identical notice or report to District.
2. **TERM OF AGREEMENT.** This agreement shall commence on June 1, 2009 and shall continue through December 31, 2010, unless terminated as herein provided.
3. **DUTIES OF DISTRICT.** District agrees to pay to Inspector, for Inspector's services hereunder, in the manner set forth in Exhibit B attached hereto and incorporated herein.
4. **INDEMNITY.** Inspector shall indemnify and hold District and the property of District free and harmless from any and all claims, losses, damages, injuries, and liabilities arising from the death or injury of any person or persons, or from the damage or destruction of any property or properties, caused by or connected with the performance of this CONTRACT FOR INSPECTION SERVICES by Inspector, or by his agents, subcontractors, or employees.
5. **DISTRICT'S POWER TO TERMINATE AGREEMENT.** Should Inspector commit any of the acts specified herein, District may terminate the services of Inspector hereunder. Termination shall be initiated by giving Inspector five (5) days advance written notice thereof, and shall be without prejudice to any other rights or remedies given to District. Inspector shall be deemed to have committed an act specified in this paragraph if he shall:
 - a. be adjudicated a bankrupt;
 - b. make a general assignment for the benefit of his creditors;

- c. refuse or fail to perform his duties in a timely manner;
 - d. persistently disregard any law or ordinance relating to the project or to the completion thereof;
or
 - e. otherwise commit a substantial violation of any provision of this CONTRACT FOR INSPECTION SERVICES.
6. RIGHTS ON TERMINATION BY DISTRICT. Should District terminate the services of Inspector pursuant to Paragraph 5 of this CONTRACT FOR INSPECTION SERVICES, Inspector shall not be entitled to receive any further payment until the projects are fully completed. Upon completion of the projects, if the unpaid balance of the contract price herein exceeds the expenses incurred by District in securing inspection services to complete the projects, such excess shall be promptly paid by District to Inspector. If, however, upon completion of the projects the aforesaid expenses incurred by District exceed the unpaid balance of the contract price, such excess shall be promptly paid by Inspector to District.
7. INSPECTOR'S POWER TO TERMINATE CONTRACT. Should District fail to pay Inspector within twenty (20) days after it becomes due any amount payable by District to Inspector pursuant to this CONTRACT FOR INSPECTION SERVICES, Inspector may by giving ten (10) days written notice thereof to District terminate his services hereunder.
8. NO WAIVER BY PAYMENT. No payment to Inspector by District shall relieve Inspector of liability for failure to perform the duties of Inspector as set forth herein.
9. NOTICES. Any and all notices or other matters required or permitted by this CONTRACT FOR INSPECTION SERVICES or by law to be served on, given to, or delivered to either party hereto shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed, or, in lieu of personal services, when deposited in the United States mail, first class postage prepaid, addressed as follows:

If to District: Chico Unified School District
 1163 East Seventh Street
 Chico, CA 95928-5999

If to Inspector: Michael Mootz
 904 Oak Lawn Ave.
 Chico, CA 95928

Either party may change the party's address for these purposes by giving notice of the change to the other party in the manner herein provided.

10. ATTORNEY'S FEES. Should any litigation be commenced between the parties hereto concerning this Agreement, the projects, any provisions of this agreement or the rights and obligations of either in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for that party's attorney's fees incurred in the litigation.

11. INSURANCE. Inspector shall secure General Liability insurances applicable to the duties set forth herein in an amount of at least \$5 million each and shall name the District as an additional insured thereon. Inspector shall confirm such coverage by way of formal certificate upon request of the District.
12. SOLE AND ONLY AGREEMENT. This CONTRACT FOR INSPECTION SERVICES constitutes the sole and only agreement of the parties hereto relating to the projects and correctly sets forth the rights, duties, and obligations of each as to the other as of its date. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force and effect.
13. EXTRAS. Inspector shall not charge District for any additional services or "extras" without the signed written consent of a representative of District obtained prior to the rendition of the extra services. Payment for any such services shall be subject to the same withholding as set forth in paragraph 3 hereof.

CHICO UNIFIED SCHOOL DISTRICT

By:

Jan Combes
Asst. Superintendent, Business Services

Date: _____

INSPECTOR

By:

Michael Mootz

Date: _____

CONTRACT FOR INSPECTION SERVICES

EXHIBIT B

FEES. During the term of this contract, District shall pay to Inspector for services as herein provided the hourly fee of \$47.00 per hour. Inspector shall submit a statement to District on a monthly basis, which statement shall be paid by District within twenty (20) days after receipt.

CERTIFICATE OF INSURANCE
 DATE OF CERTIFICATE May 11, 2009
 POLICY PERIOD: This policy is effective 07/16/2008 to 07/16/2009
 12:01 A.M. Standard Time
 AGENT PRODUCER OF RECORD NAME OF BROKER Allstate Insurance company 86178

ALLSTATE INSURANCE COMPANY HOME OFFICE
ALLSTATE INDEMNITY COMPANY NORTHBROOK, ILLINOIS
 hereby certifies that the following automobile insurance is in force:
 Policy Number 914890925
 Name of Insured Michael Mootz
 Address 904 Oak Lawn Ave
 Chico, Ca. 95926
 Description of the Automobile 2003
 2Gceek19t531294507
 For Office Use only
 The person or organization designated below is described in the policy as:
 LIENHOLDER (Loss Payable Clause)
 ADDITIONAL
 INTERESTED PARTY Chico Unified School District
 OTHER

| COVERAGES AND LIMITS INDICATED BELOW BY AN "X" IN THE INCLUDED COLUMN IS AFFORDED FOR ABOVE DESCRIBED VEHICLE | | | | | |
|---|--|-------------------------------------|--|-------------------------------------|---|
| COVERAGES | LIMITS OF LIABILITY | INCLUDED | COVERAGES | LIMITS OF LIABILITY | INCLUDED |
| A/AA BODILY INJURY LIABILITY Each Person Each Occurrence | \$ 250,000 \$ 500,000 | <input checked="" type="checkbox"/> | VA PERSONAL INJURY PROTECTION | | <input type="checkbox"/> |
| B/BB PROPERTY DAMAGE LIABILITY Each Occurrence | \$ 100,000 | <input checked="" type="checkbox"/> | SUPPLEMENTAL STATUTORY COVERAGE | | <input type="checkbox"/> |
| D/DD AUTOMOBILE COLLISION | A.C.V. less \$250 Dim. Ded <input type="checkbox"/> A.C.V. <input type="checkbox"/> A.C.V. less \$250 Ded. | <input checked="" type="checkbox"/> | Uninsured/Underinsured Motorists Uninsured Motorist Property Damage | \$ 250,000 \$ 500,000 \$ NONE | <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> |
| H RR AUTOMOBILE COMPREHENSIVE | | <input checked="" type="checkbox"/> | CC/ CX Medical Payment Coverage | \$ 5,000 | <input checked="" type="checkbox"/> |

The Loss Payable Clause of such policy provides:
 "The company reserves the right to cancel such policy at any time as provided by its terms, but in such case the company shall notify the Lienholder when not less than ten days thereafter such cancellation shall be effective as to the interest of said Lienholder therein and the company shall have the right, on like notice, to cancel this agreement."
 The Additional Interest Endorsement of such policy, in part, provides:
 "...such insurance as is afforded by the policy" for automobile liability insurance listed...hereof
 applies also to the person or organization named as Additional Interest Party. "As respects such...interest, no cancellation...and no endorsement...adversely affecting such additional interest, shall be effective until ten (10) days following the mailing of written notice (to the person or organization) of such cancellation or endorsement..."
 This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policy referred to above.

May 27, 2009

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

| Name/Employee # | Assignment | Effective | Comment |
|---|-------------------------------------|------------------------------------|---|
| <u>Administrative Appointment 2008/09</u> | | | |
| Lampkin, Rosann | School Psychologist | 2008/09 | 0.05 FTE Increase in assigned time |
| <u>Administrative Appointment 2009/10</u> | | | |
| Boyer, Brian | Principal, Junior High | 2009/10 | Appointment |
| Marchant, Jay | Principal, Junior High | 2009/10 | Appointment |
| Nilsson, Eric | Assistant Principal- Senior High | 2009/10 | Appointment |
| Sanchez, Michelle | Principal, Elementary | 2009/10 | Appointment |
| <u>Full-Time Leave Request(s) 2009/10</u> | | | |
| Early, Katy | Elementary | 2009/10 | 1.0 FTE Leave |
| Larson, Kristina | Secondary | 2009/10 | 1.0 FTE Leave |
| <u>Non-reelection of Long-term Substitute(s) 2008/09</u> | | | |
| Employee #11073 | Secondary | June 4, 2009 | Non-reelection |
| <u>Part-Time Leave Request(s) 2008/09</u> | | | |
| Besnard, Amy | Secondary | 2008/09 (Effective 4/2-4/29/09) | 1.0 FTE Leave |
| Hislop, April | Secondary | 2008/09 (Effective 5/4-6/4/09) | 1.0 FTE Leave |
| <u>Part-Time Leave Request(s) 2009/10</u> | | | |
| Albert, Karla | Elementary | 2009/10 | .20 FTE Leave |
| Cannon, Marilyn | Elementary | 2009/10 | .20 FTE Leave (Policy #4475 STRS Reduced Workload) |
| Forrest, Marla | Elementary | 2009/10 | .40 FTE Leave |
| Galli, Michelle | Elementary | 2009/10 | .20 FTE Leave |
| Girt, Kerrie | Secondary | 2009/10 | .40 FTE Leave |
| Hian, Nancy | Secondary | 2009/10 | .50 FTE Leave |
| Kindopp, Heather | Elementary | 2009/10 | .80 FTE Leave |
| Larson, Gayle | Elementary | 2009/10 | .20 FTE Leave |
| McLean, M. Shannon | Secondary | 2009/10 | .20 FTE Leave |

| | | | |
|----------------------|------------|---------|---|
| McCormick, Joan | Elementary | 2009/10 | .20 FTE Leave (Policy #4475 STRS Reduced Workload) |
| Parkin, Bonnie | Elementary | 2009/10 | .40 FTE Leave |
| Shockley, Amy | Elementary | 2009/10 | .20 FTE Leave |
| Sipher, Carol | Elementary | 2009/1 | .20 FTE Leave (Policy #4475 STRS Reduced Workload) |
| Wainwright, Kathleen | Elementary | 2009/10 | .20 FTE Leave (Policy #4475 STRS Reduced Workload) |
| Williams, Amy | Elementary | 2009/10 | .20 FTE Leave |

Rescission of Leave Request 2009/10

| | | | |
|----------------------|------------|---------|-----------------------------------|
| Goldsmith, Charlotte | Elementary | 2009/10 | Rescind .20 FTE Request for Leave |
|----------------------|------------|---------|-----------------------------------|

Retirement(s)/Resignation(s)

| | | | |
|-------------------|--|-----------------|---|
| Arthur, Deborah | | June 5, 2009 | Retirement (PERS Golden Handshake) |
| DiGrazia, Teena | | June 5, 2009 | Retirement |
| Ford, Karen | | August 30, 2009 | Retirement |
| Lando, Christine | | June 5, 2009 | Retirement |
| Moore, Dennis | | June 5, 2009 | Retirement |
| Sinatra, Carol | | June 6, 2009 | Retirement |
| Steel, Suzanne | | June 5, 2009 | Retirement |
| Wallace, Jennifer | | June 5, 2009 | Resignation from Leave of .80 FTE of 1.0 FTE Assignment (remain .20 FTE) |
| Wonzong, Janice | | June 8, 2009 | Retirement |

CHICO UNIFIED SCHOOL DISTRICT
1163 E. 7th STREET
CHICO, CA 95928-5999

6.4.2.
Page 1 of 3

DATE: May 27, 2009
MEMORANDUM TO: Board of Education
FROM: Kelly Staley, Superintendent
SUBJECT: Classified Human Resources Actions

| <u>ACTION</u> | <u>NAME</u> | <u>CLASS/LOCATION/ ASSIGNED HOURS</u> | <u>EFFECTIVE</u> | <u>COMMENTS/PRF #/ FUND/RESOURCE</u> |
|-------------------|-------------------------|--|--------------------------|---|
| APPOINTMENT | BERNEDO, ANNA | IPS-CLASSROOM/ LOMA VISTA/2.0 | 5/11/2009 | NEW POSITION/311/ SPECIAL ED/6501 |
| APPOINTMENT | DAVIES, RACHEL | IPS-CLASSROOM/ LOMA VISTA/3.0 | 5/29/2009 | NEW POSITION/204/ SPECIAL ED/6501 |
| APPOINTMENT | DELEY, THORA | IPS-CLASSROOM/ PARKVIEW/6.0 | 5/15/2009 | IN LIEU OF LAYOFF/220/ SPECIAL ED/6501 |
| APPOINTMENT | GREGG, JASON | DIRECTOR-INFO TECHNOLOGY/ INFO TECH/8.0 | 5/11/2009 | CORRECTED START DATE |
| APPOINTMENT | GUYMON, DIANE | LT PARENT CLERICAL AIDE-RESTR/ HOOKER OAK/2.2 | 5/18/2009 - 6/4/2009 | NEW LT POSITION/385/ CATEGORICAL/7250 |
| APPOINTMENT | KASSEL, NICHOLAS | IPS-HEALTHCARE/ CHAPMAN/4.0 | 5/15/2009 | VACATED POSITION/296/ SPECIAL ED/6501 |
| APPOINTMENT | MCGAHAN, STEPHANIE | IPS-HEALTHCARE/ SIERRA VIEW/6.0 | 5/15/2009 | IN LIEU OF LAYOFF |
| APPOINTMENT | PEACOCK, JENNIFER | IPS-CLASSROOM/ LOMA VISTA/2.0 | 5/15/2009 | NEW POSITION/340/ SPECIAL ED/6501 |
| APPOINTMENT | RICCI, JULIE | IPS-CLASSROOM/ LOMA VISTA/2.0 | 5/4/2009 | NEW POSITION/341/ SPECIAL ED/6501 |
| APPOINTMENT | SPECCHIERLA, KATHRYN | LT LIBRARY MEDIA ASST/ SHASTA/2.6 | 4/16/2009 - 6/12/2009 | EXTEND LT POSITION/300/ LIBRARY/1101 |
| APPOINTMENT | SUTTLES, ERIN | IPS-CLASSROOM/ LOMA VISTA/2.0 | 5/11/2009 | VACATED POSITION/287/ SPECIAL ED/6501 |
| APPOINTMENT | WALL, MARY | LT INSTRUCTIONAL ASST/ NEAL DOW/3.0 | 5/2/2009 - 6/4/2009 | EXTEND LT POSITION/322/ CATEGORICAL/3010 |
| INCREASE IN HOURS | JESSEN, KERRY | IA-SPECIAL ED/ SHASTA/4.0 | 8/12/2009 | VACATED POSITION/352/ SPECIAL ED/6500 |
| INCREASE IN HOURS | JOHNSON, GLEN | IA-SPECIAL ED/ CITRUS/5.5 | 5/1/2009 | VACATED POSITION/299/ SPECIAL ED/6501 |
| INCREASE IN HOURS | KINGORI, MIRIAM | IA-SPECIAL ED/ HOOKER OAK/4.0 | 8/12/2009 | VACATED POSITION/356/ SPECIAL ED/6500 |
| INCREASE IN HOURS | RYAN, JANIS | OFFICE ASST ELEMENTARY ATTENDANCE/EMMA WILSON/6.0 | 7/29/2009 | VACATED POSITION/335/ GENERAL/0000 |
| PROMOTION | ECKERT, PAMELA | TRANS COORDINATOR/ TRANS/8.0 | 4/22/2009 | VACATED POSITION/362/ TRANSPORTATION/7230 & 7240 |
| PROMOTION | ROGERS, SHELLY | REGISTRAR/ MJHS/8.0 | 7/6/2009 | VACATED POSITION/333/ GENERAL/0000 |

| | | | | |
|----------------------------------|--------------------------------------|--|--------------------------|---|
| PROMOTION | SALADO, RANDALL | LT CONSTRUCTION MGR/ FACILITIES/8.0 | 5/11/2009 - 8/31/2009 | NEW LT POSITION/363/ FACILITIES/9412 |
| TRANSFER W/INCREASED HOURS | SHERWOOD, JUDY | IPS-CLASSROOM/ LOMA VISTA/2.0 | 5/15/2009 | NEW POSITION/310/ SPECIAL ED/6501 |
| VOLUNTARY REDUCTION IN HOURS | ANDERSON, TYSON | IA-SPECIAL ED/ CITRUS/5.5 | 5/15/2009 | IN LIEU OF LAYOFF |
| VOLUNTARY REDUCTION IN HOURS | BHOJAK, DEBORAH | IA-SPECIAL ED/ MCMANUS/4.0 | 5/15/2009 | IN LIEU OF LAYOFF/280/ SPECIAL ED/6500 |
| VOLUNTARY REDUCTION IN HOURS | JACKSON, MARK | IA-SPECIAL ED/ ROSEDALE/2.5 | 4/6/2009 | IN LIEU OF LAYOFF/130/ SPECIAL ED/6500 |
| LAYOFF TO RE-EMPLOYMENT | ANDERSON, TYSON | IA-SPECIAL ED/ ROSEDALE/6.0 | 5/14/2009 | LACK OF WORK |
| LAYOFF TO RE-EMPLOYMENT | BHOJAK, DEBORAH | IA-SPECIAL ED/ MARIGOLD/6.0 | 5/14/2009 | LACK OF WORK |
| LAYOFF TO RE-EMPLOYMENT | GUYMON, DIANE | PARENT CLERICAL AIDE-RESTR/ HOOKER OAK/2.2 | 5/17/2009 | LACK OF FUNDS |
| LAYOFF TO RE-EMPLOYMENT | JACKSON, MARK | IA-SPECIAL ED/ CJHS/4.0 | 4/5/2009 | LACK OF WORK |
| LAYOFF TO RE-EMPLOYMENT | MCGAHAN, STEPHANIE | IA-SPECIAL ED/ HOOKER OAK/6.0 | 5/14/2009 | LACK OF WORK |
| RESIGNED ONLY POSITION LISTED | ECKERT, PAMELA | SBD-TYPE 2/ TRANS/7.6 | 4/21/2009 | PROMOTION |
| RESIGNED ONLY POSITION LISTED | JESSEN, KERRY | IA-SPECIAL ED/ ROSEDALE/3.0 | 8/11/2009 | INCREASE IN HOURS |
| RESIGNED ONLY POSITION LISTED | JOHNSON, GLEN | IA-SPECIAL ED/ CHS/5.0 | 4/30/2009 | INCREASE IN HOURS |
| RESIGNED ONLY POSITION LISTED | KINGORI, MIRIAM | IA-SPECIAL ED/ MCMANUS/3.0 | 8/11/2009 | INCREASE IN HOURS |
| RESIGNED ONLY POSITION LISTED | ROGERS, SHELLY | SCHOOL OFFICE MANAGER/ AFC/8.0 | 7/5/2009 | PROMOTION |
| RESIGNED ONLY POSITION LISTED | RUIZ, JULIE | PARENT CLASSROOM AIDE- RESTR/EMMA WILSON/4.0 | 6/4/2009 | RESTRICTED RELEASED |
| RESIGNED ONLY POSITION LISTED | RYAN, JANIS | OFFICE ASST ELEMENTARY ATTENDANCE/SIERRA VIEW/4.0 | 7/28/2009 | INCREASE IN HOURS |
| RESIGNED ONLY POSITION LISTED | SHERWOOD, JUDY | IA-SPECIAL ED/ FOREST RANCH/1.0 | 5/14/2009 | TRANS W/INCREASED HOURS |
| RESIGNATION/ TERMINATION | BATHAM, BARBARA | CAMPUS SUPERVISOR/ FVHS/8.0 | 6/4/2009 | GH RETIREMENT |
| RESIGNATION/ TERMINATION | BOWMAN, JUDITH | IA-SPECIAL ED/ MJHS/6.0 | 6/4/2009 | GH RETIREMENT |
| RESIGNATION/ TERMINATION | BUENROSTRO, DEBORAH | PARENT CLASSROOM AIDE-RESTR/ SHASTA/5.1 | 6/4/2009 | RESTRICTED RELEASED |
| RESIGNATION/ TERMINATION | CARLSEN, KRISTY | IA-BILINGUAL/ MCMANUS/4.0 | 6/30/2009 | VOLUNTARY RESIGNATION |
| RESIGNATION/ TERMINATION | CREIGHTON, PAULA | IA-SPECIAL ED/ PARKVIEW/5.0 | 6/9/2009 | GH RETIREMENT |
| RESIGNATION/ TERMINATION | EMPLOYEE HOLDING POSITION #219016 | IPS-HEALTHCARE/ BJHS/6.0 | 4/1/2009 | RELEASED DURING PROBATION |

| | | | | |
|-----------------------------|--------------------|---|-----------|---------------------|
| RESIGNATION/ TERMINATION | FAGG, MARY | CAFETERIA COOK MANAGER 1/CHS/8.0 | 6/4/2009 | GH RETIREMENT |
| RESIGNATION/ TERMINATION | FLINDT, BEVERLY | IA-SPECIAL ED/ SHASTA/5.0 | 6/4/2009 | GH RETIREMENT |
| RESIGNATION/ TERMINATION | FOLAN, KATHLEEN | REGISTRAR/ MJHS/8.0 | 6/17/2009 | GH RETIREMENT |
| RESIGNATION/ TERMINATION | GOBBA, DANIEL | MAINTENANCE WORKER/ M & O/8.0 | 5/29/2009 | GH RETIREMENT |
| RESIGNATION/ TERMINATION | HARRIS, GLORIA | SCHOOL OFFICE MANAGER/PVHS/8.0 | 6/29/2009 | GH RETIREMENT |
| RESIGNATION/ TERMINATION | HENNING, CAROL | IA-SPECIAL ED/ CJHS/5.0 | 6/4/2009 | GH RETIREMENT |
| RESIGNATION/ TERMINATION | HENRICH, TANYA | SR OFFICE ASSISTANT/ CHS/8.0 | 6/12/2009 | GH RETIREMENT |
| RESIGNATION/ TERMINATION | HICKS, KAREN | IA-SPECIAL ED/ NEAL DOW/5.0 | 6/4/2009 | GH RETIREMENT |
| RESIGNATION/ TERMINATION | JORONEN, MARY | CAMPUS SUPERVISOR/ PVHS/8.0 | 6/3/2009 | GH RETIREMENT |
| RESIGNATION/ TERMINATION | KEENER, MERLENA | IA-SPECIAL ED/ HOOKER OAK/5.0 | 6/4/2009 | GH RETIREMENT |
| RESIGNATION/ TERMINATION | KRAUSE, KAREN | OFFICE ASST ELEMENTARY ATTENDANCE/EMMA WILSON/6.0 | 6/12/2009 | GH RETIREMENT |
| RESIGNATION/ TERMINATION | LAMORA, JULIE | PARENT LIAISON AIDE- RESTR/CITRUS/2.0 | 6/4/2009 | RESTRICTED RELEASED |
| RESIGNATION/ TERMINATION | LOPEZ, MICHAEL | CUSTODIAN/ M & O/8.0 | 6/29/2009 | GH RETIREMENT |
| RESIGNATION/ TERMINATION | WILLIAMSON, ANDREA | PARENT CLASSROOM AIDE-RESTR/ SIERRA VIEW/2.0 & 1.0 | 6/4/2009 | RESTRICTED RELEASED |

PROPOSED AGENDA ITEM: Agreement between California Department of Education and Chico Unified School District for Employee Assignment Based on a Compelling Management Need

Prepared by: Bob Feaster

Consent

Board Date May 27, 2009

Information Only

Discussion/Action

Background Information

Brenda Padilla, the District's Director of Nutritional Services has been on assignment with the California Department of Education (CDE) for the past two years. During this time Ms. Padilla has been paid by CUSD with the CDE reimbursing the District for all of the associated costs. This has been a cost neutral issue for the District. The CDE has requested that the agreement between CUSD and the CDE be extended. During this time Tanya Harter has been the Interim Director of Nutritional Services for the District. This arrangement has worked well for the District and will continue.

Educational Implications

None

Fiscal Implications

This agreement is cost neutral to the District.

It is recommended that this agreement be extended per the request of the CDE.

PROPOSED AGENDA ITEM: BIGS in Schools

Prepared by: Carolyn Adkisson, Director

Consent

Board Date May 27, 2009

Information Only

Discussion/Action

Background Information

BIGS in Schools is a school-based mentoring program that began in CUSD at Rosedale School with second grade students in the fall of 2006 and is a partnership between CUSD Big Brothers Big Sisters and the Chico Chamber of Commerce. This mentoring program involves volunteer community members, the BIGS, who mentor elementary school children on a one-to-one basis in the school's classroom, library and playground. BIGS in Schools has expanded to many CUSD elementary schools since its inception in 2006.

Educational Implications

This mentoring provides a young student the one-on-one support towards success in school and building greater self-confidence.

Fiscal Implications

There are no costs to the school sites or to the general fund.

TITLE: Proposed Agenda Item Application for Alternative School of Choice
Status for Sierra View Elementary School
By the State Department of Education

Action: X
Consent: _____
Information: _____

May 27, 2009

Prepared by: Debbie Aldred

Background Information

- In 1975, the Chico Unified School Board signed a resolution recognizing Academics Plus as an Alternative Program as defined in the California Education Code Section 58500-58512.
- The Academics Plus Program has been housed on the Sierra View campus along with the Sierra View Neighborhood Program since 1976.
- On April 29, 2009, the Chico Unified School Board voted to consolidate Neighborhood Program and the Academics Plus Program resulting in Sierra View Elementary School becoming an all Academics Plus Program school.
- The Academics Plus Program at Sierra View Elementary School is applying to be recognized officially by the state as an Alternative School of Choice. Paper work is attached.
- In addition the state requires a budget summary sheet from Sierra View and from a similar school to prove equal funding.

Educational Implications

The recognition of Sierra View Elementary School as an Alternative School of Choice by the State Department of Education puts Sierra View in a recursive self-evaluation process every year. In this process, the school needs to analyze quantitatively and qualitatively whether the Academics Plus program at Sierra View is fulfilling goals set by the Chico Unified School Board, State of California, and the Sierra View community.

Fiscal Implications

None presently as the state Ed Code 58507 that an Alternative School of Choice is to be funded the same as any other similar school in the district.

Additional Information

Recommendation

My recommendation is to approve Sierra View's Academics Plus Program as an Alternative School of Choice.

Application for County-District-School (CDS) Code

7.1.2.
 Page 2 of 4

Please type or print all information requested below. Attach copies of the district's governing board minutes describing the approval to form and establish this school (e.g. **budget approval, acquisition/designation of a facility, staffing, contract awarded for construction of a facility, school type, date of opening for Charter School should include Request for Charter School Number form**). Incomplete or insufficient information may delay processing your application. A CDS code may be requested nine months prior to the school's opening date. If you have any questions, please contact the CDS Administrator at 916-327-4014, by fax 916-327-0195, or by e-mail at CDSAdmin@cde.ca.gov.

School information

| | | |
|--|------|---|
| 1. County: Butte | | CDE use only |
| 2. District: Chico Unified School District | | CDE use only |
| 3. School: Sierra View Elementary School | | CDE use only |
| 4. Phone (530) 891-3117 | Ext. | 5. Fax (530) 891-3186 |
| 6. Web Site: http://www.chicousd.org/dna/sierra_view/ | | 7. E-Mail Address: daldred@chicousd.org |
| 8. Street Address (schools physical address) 1598 Hooker Oak Ave. Chico, CA 95926 | | 9. Mailing address (if different from street address) |
| 10. School Type: Alternative School of Choice | | 11. Education Code Authority (See reverse) § 58500-58512 |
| 12. Opening Date: 8/12/09 | | 13. Estimated Enrollment: 600 |
| 14. Grade Span: K-6 | | 15. Year Round Y / N |
| 16. Charter School Number | | 17. Funding Option: Direct or Local |
| 18. District of Residence if different from above. | | 19. <input type="checkbox"/> Start-up <input type="checkbox"/> Conversion |
| 20. Site Type <input checked="" type="checkbox"/> Site-based Instruction <input type="checkbox"/> Independent Study <input type="checkbox"/> Combination of Site-Based and Independent Study | | CDE use only |

Principal Information

| | | | | |
|--|--------------------------|--|--------------------------|---------------------------|
| 21. Mr. <input checked="" type="checkbox"/> Mrs. Ms. Dr. Other__ | 22. First Name: Debra | 23. Middle Name: Dianne | 24. Last Name: Aldred | 25. Ph.D. Ed.D. |
| 26. Title: Principal | | 27. E-Mail Address: daldred@chicousd.org | | |
| 28. Phone: (530) 891-3117 | | 29. Fax: (530) 891-3186 | | |

District Superintendent's Certification

I hereby certify that the above information is true and correct.

| | | |
|----------------------------|---|-------|
| Superintendent's Signature | | Date: |
| Name Kelly Staley | Title Superintendent of Chico Unified School District | |

**Resolution No. 1076-09
Academics Plus Program
Chico Unified School District**

Whereas California law mandates all school districts to provide for alternative schools and/or programs;

Whereas California law authorizes the parent or guardian or any pupil to request the governing board of a district to establish an alternative school program in the district;

Whereas the Academics Plus Program has existed and functioned as an alternative program of choice in Chico Unified School District for 32 years and most likely originated and evolved under the guidelines of the California Education Section §58500;

Whereas California Education Code Section §58500.a defines an alternative school or program as one that is designed to maximize the opportunity for students to develop the positive values or self-reliance, initiative, kindness, spontaneity, resourcefulness, courage, creativity, responsibility, joy;

Whereas Section §58500.b defines an alternative school or program as one that is designed to recognize that the best learning takes place when the student learns because of his or her desire to learn;

Whereas Section §58500.c defines an alternative school or program as one that is designed to maintain a learning situation maximizing student self-motivation and encouraging the student in his or her own time to follow his or her own interests;

Whereas Section §58500.d defines an alternative school or program as one that is designed to maximize the opportunity for teachers, parents, and students to cooperatively develop the learning process and its subject matter;

Whereas Section §58500.e defines an alternative school or program as one that is designed to maximize the opportunity for teachers, parents, and students to continuously react to the changing world;

Whereas Section §58507 states that alternative schools shall be operated in a manner to maximize the opportunity for improvement of the general school curriculum by innovative methods and ideas developed within the alternative school;

Whereas Sierra View Academics Plus mission states:

Our **Mission** is to Spark a joy for learning
Build a foundation for knowledge and skill
Create a safe and respectful environment
Promote lifelong learners and productive contributors to society;

Whereas Sierra View Academics Plus visions states: "Our goal is to provide a nurturing environment where staff, parents, and students work cohesively and effectively towards specific goals allowing all students to reach their fullest potential";

Whereas Academics Plus learning strategies and practices are based on basic academics, including the "three R's" and a solid curriculum in composition, science and social studies. Enrichment subjects, such as art and music are taught, but the basics receive

priority. This program emphasizes an orderly learning environment utilizing whole group interactions in addition to small group activities, centers, individual seat work, and instills within each child confidence, a sense of responsibility, pride in accomplishment, and a positive self-image through academic achievement;

Whereas Sierra View Academics Plus was founded in response to parent demand and are expected to maintain extensive involvement both at school and at home. This strong parent involvement and support is evident in the classroom, at the program level, and at the school site;

Whereas Section §58503 states that teachers employed and students enrolled in the alternative program shall be selected entirely from volunteers;

Whereas Section §58504 mandates that previous classroom performance shall not be a criterion limiting any student from the opportunity of attending an alternative school;

Whereas Section §58505 states that a district may establish alternative schools in each attendance area or on a district wide basis with enrollment open to all students district wide or any combination thereof;

Whereas Section §58507 states that any alternative school shall be maintained and funded by the school district at the same level of support as other educational programs for children of the same age level operated by the district;

Whereas Sierra View Academics Plus Program selects K-6 students on a district wide basis through open enrollment serving students in the Sierra View attendance area as a priority and filling all other academic spaces utilizing a lottery process and all enrolled students are volunteers, and selects teachers from a district pool of volunteers, and does not utilize previous classroom performance as a criterion for admission, and is funded by the school district at the same level of support as other educational programs in the district;

Whereas California Ed Code §58509 states that the Superintendent of Public Instruction may upon application of a school district and for the operation of alternative schools, waive any provision of the Educational Code other than those relating to earthquake safety;

Whereas Sierra View Academics Plus wishes to be eligible for application of waivers by the Superintendent of Public Instruction as a need may arise to ensure program integrity and provide flexible governance;

Whereas California Ed Code §58512 states that each district operating an alternative school or program shall annually evaluate such program including testing of basic skills for student participants and identification of the variables which may have affected student academic achievement and requires an annual evaluation report of the alternative program be sent to the Superintendent of Public Instruction by August 1 of the following year;

Be it therefore resolved that the Chico Unified School District designates and recognizes the Sierra View Academics Plus Program as an alternative K-6 school program as defined in the California Education Code, Section §58500-§58012;

Be it therefore resolved that Sierra View Elementary Academics Plus Program will provide an annual evaluation to the CUSD School Board for submission to the State Superintendent of Public Instruction, pursuant to Education Code Section §58510 by July 1 each year.

TITLE: Proposed Agenda Item Application for Alternative School of Choice
Status **Waiver** for Sierra View Elementary School
By the State Superintendent of Public
Instruction

Action: X
Consent:
Information:

May 27, 2009

Prepared by: Debbie Aldred

Background Information

- On April 29, 2009, the Chico Unified School Board voted to consolidate Neighborhood Program and the Academics Plus Program resulting in Sierra View Elementary School becoming an all Academics Plus Program school.
- On May 27, 2009 the Chico Unified School Board will be presented with the agenda item to approve the application to the State Department of Education to recognize Sierra View as an Alternative School of Choice. If passed this agenda item would follow that approval. If the application for Alternative School of Choice status is not approved, this item would be pulled.
- As an Alternative School of Choice, Sierra View would like to apply for a waiver request pursuant to EC §58509 to purchase a different State approved math curriculum that is more in line with the Academics Plus philosophy.
- Staff researched the various state approved math adoptions and unanimously selected the McMillan/McGraw-Hill Math, 2009.
- The Parent Advisory Committee and the Sierra View School Site Council were introduced to the McMillan/McGraw-Hill Math curriculum and also felt that this program meets the needs and desires of the parent population for their children who attend the Sierra View Academics Plus Program.

Educational Implications

Keeping with the basic philosophy of Academics Plus the staff and parents felt that the McMillan/McGraw-Hill Math provides a more structured and challenging curriculum for our student population.

Fiscal Implications

None presently as the state Ed Code 58507 that an Alternative School of Choice is to be funded the same as any other similar school in the district.

Additional Information

Recommendation

My recommendation is to approve Sierra View's Academics Plus Program as an Alternative School of Choice Waiver for the McMillan/McGraw Hill Math.

CALIFORNIA STATE DEPARTMENT OF EDUCATION
ALTERNATIVE SCHOOL OF CHOICE WAIVER REQUEST
 AEW-1 (Rev. 12/07)

Check one: First time waiver
 Renewal waiver

Return to: Educational Options Office
 California Department of Education
 1430 N Street, Suite 4503
 Sacramento, CA 95814-5901

7.1.3.
 Page 2 of 4

(916) 322-5012
 (916) 323-2039 (fax)

County and District Code:

| | |
|---|---|
| 0 | 4 |
|---|---|

 -

| | | | | |
|---|---|---|---|---|
| 6 | 1 | 4 | 2 | 4 |
|---|---|---|---|---|

| | | | | |
|--|-------|--|-------|--|
| LEA: Butte County/Chico Unified School District | | Contact recipient of approval/denial notice: Debra Aldred | | |
| Address: | City | State | ZIP | Phone: |
| 1598 Hooker Oak Ave | Chico | CA | 95926 | (530)891-3117 |
| Period of request: (month/day/year) | | Local board approval date: (Required) | | Date of public hearing: |
| From: 08/01/2009 To: 08/01/2016 | | 5/27/09 | | Note necessary for renewal waivers, unless controversial. 5/27/09 |

Part 1: LEGAL CRITERIA

(PLEASE PROVIDE THE INFORMATION REQUESTED IN THE SPACES DESIGNATED)

1. Under the Waiver Authority of the *Education Code* Section 58509, the particular *Education Code* or the California Code of Regulations Section(s), or portion(s) thereof to be waived: 42605 (2) (B)

2. If this is a renewal of a previously approved waiver, list approval date, and attach a copy of the original document: _____

3. **Position of the bargaining unit.** Does the district have any employee bargaining units? Yes No
Not necessary for Renewal Waivers unless controversial.
 Date(s) the bargaining unit(s) was/were consulted: 5/18/09 / 5/19/09 / _____
 Name of the bargaining unit person(s) consulted: John Jenswold / _____ / _____
 The position(s) of the bargaining unit(s) was/were: Neutral Support Oppose *Please summarize below.*
 Comments (If appropriate): _____

4. **Public hearing requirement.** A public hearing is not simply a board meeting, but a properly noticed public hearing held during a board meeting at which time the public may testify on the waiver proposal. Distribution of local board agenda does not constitute notice of a public hearing. Acceptable ways to advertise include: (1) print a notice that includes the time, date, location, and subject of the hearing in a newspaper of general circulation; or (2) in small school districts, post a formal notice at each school and three public places in the district (modeled after *Education Code* Section 5362). *Not necessary for Renewal Waivers unless controversial.*
 How was the required public hearing advertised?
 Notice in a newspaper Notice posted at each school Other _____ *Please summarize below.*

5. **Advisory committees/school site councils.** Please identify the committee or council that reviewed this waiver:
Not necessary for Renewal Waivers unless controversial.
Academics Plus Parent Advisory Committee and Sierra View School Site Council
 Date the committee/council reviewed the waiver request: 5/26/09
 Check here, if there were objection(s) *Please summarize the objection(s) below.*

PART II. PURPOSE AND DESIRED OUTCOMES

1. Summary of the Education Code or California Code of Regulations Section(s) or portion(s) to be waived.
 Please summarize the meaning, in plain language, of the Education Code or California Code of Regulations Section(s) or portion(s) to be waived. If a portion of a section is requested to be waived, include that portion verbatim.
 Sierra View Elementary School is a member of the Chico Unified School District. As stated in Ed Code 42605. (2) (B) "all pupils within the local education agency who are enrolled in the same course shall have identical textbooks and instructional materials". Sierra View Academics Plus is an Alternative School of Choice and would like to have the option to adopt curriculum that is State approved, but not necessarily adopted by the rest of the Chico Unified School District.

2. Desired outcome/rationale.
 State what you hope to accomplish with the waiver. Describe briefly the circumstances that brought about the request and why the waiver is necessary to achieve improved student performance and/or streamline or facilitate local agency operations.
 Sierra View Academics Plus Program focuses on basic academics, including the "three R's" and a solid curriculum in composition, science and social studies. Materials and teaching methods should be consistent with Academics Plus philosophy where the primary emphasis is on the basic academic skills in a more structured environment. Materials should offer sequential and complete instructional units. Sierra View has determined that on occasion the philosophy of the Academics Plus Program requires curriculum that provides a more structured and challenging material for its students. When the Chico Unified School District selects curricular materials that do not meet the philosophy of Academics Plus, we would like to be able to select an alternative State approved program.

3. For a waiver renewal, district also must certify:

| | | |
|--------------------------|--------------------------|---|
| True | False | |
| <input type="checkbox"/> | <input type="checkbox"/> | The facts which precipitated the original waiver request have not changed. |
| <input type="checkbox"/> | <input type="checkbox"/> | The remedy for the problem has not changed. |
| <input type="checkbox"/> | <input type="checkbox"/> | Members of the local governing board and district staff are not aware of the existence of any controversy over the implementation of this waiver or the request to extend it. |

Renewals of Alternative School of Choice waivers must be submitted **two months prior** to the date the active waiver expires. The local governing board must approve the renewal request. Because the district certifications above assure the State Superintendent that there is no evidence of controversy associated with the waiver's renewal, it is not necessary to repeat the public hearing. Submit the renewal request **at least two months before the waiver expires** to ensure enough time for action by the State Superintendent before the present waiver expires. Retroactive waivers must go through the *first time waiver process*.

District or County Certification

I hereby certify that the information provided on this application is correct and complete.

| | | |
|---|-----------------------|----------------|
| <u>Kelly Staley</u> | <u>Superintendent</u> | <u>5/27/09</u> |
| Signature of Superintendent or Designee | Title | Date |

FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY

Responsible Office: _____ Guidelines: Met Not Met Don't Exist

CALIFORNIA DEPARTMENT OF EDUCATION RECOMMENDATION: Approve Deny

| | | |
|------------------------------|--------------------------|-------|
| Staff (Type or print) | Staff (Signature) | Date: |
| Unit Manager (Type or print) | Unit Manager (Signature) | Date: |

| | | |
|--|--|-------|
| Division Director (<i>Type or print</i>) | Division Director (<i>Signature</i>) | Date: |
| Deputy (<i>Type or print</i>) | Deputy (<i>Signature</i>) | Date |

Title: Grade 7 – 8 Mathematics Textbook Recommendation

Consent
 Information Only
 Discussion/Action

Board Date: May 27, 2009

Prepared by: Michael Morris

Background Information

The district is required to purchase state-adopted math textbooks for grades K-8. In 2007, a K-12 committee began the process of recommending for adoption new mathematics instructional materials. Committee members from grades 7 and 8 met to review textbooks and finalize a recommendation. In a unanimous committee decision, three textbooks were identified for the three junior high math courses. The recommended textbooks were presented to the District Curriculum Council for discussion and approval.

Educational Implications

The textbooks recommended will support student conceptual understanding and skill development in mathematics and provide access to the math curriculum. Any new math textbook adoption implies the need for professional development to support the implementation of the new texts.

Fiscal Implications

Textbook costs will be charged to the state funded Instructional Materials Fund Realignment Program (IMFRP) budget. These funds can only be used for the purchase of instructional materials.

Recommendation

The District Curriculum Council and the math textbook adoption committee, grades 7 and 8, recommend the adoption of the following textbooks:

Math 7

Math 8/Algebra A

Algebra I

Holt Course 2

McDougal-Littell Algebra Readiness

CPM Connections

PROPOSED AGENDA ITEM: Recommendation of District Charter Review Committee re:
Inspire College Prep High School

Prepared by: Sara Simmons

| | | | |
|----------|-------------------|-------------|---------------------|
| _____ | Consent | Board Date: | <u>May 27, 2009</u> |
| _____ | Information Only | | |
| <u>X</u> | Discussion/Action | | |

Background Information

Charter Schools are one of the fastest growing segments in California public education. Currently there are 750 charter schools in California, serving approximately 275,000 students. Charter schools can operate either as "direct-funded" with revenue generated by ADA flowing directly to the charter, or "indirect funded" with revenue generated by ADA flowing first to the district and then to the charter.

Chico Unified School District has authorized three charter schools to date: Chico Country Day, Nord Country School and Forest Ranch Charter School. Each of those schools has elected to be a "direct-funded" charter, operating under the auspices of a 501(c)(3) public, non-profit benefit corporation. Inspire College Prep High School proposes to operate with indirect funding.

Education Implications

The Inspire College Prep High School would be an additional educational alternative, operating within Chico Unified, for secondary students, grades 7-12. Approval of this first "in-district" charter will likely facilitate innovative methods for delivery of educational services; the increased flexibility afforded under charter law will allow staff to implement alternative methods of teaching, learning, and support. The founders include several highly accomplished and innovative CUSD teachers.

Fiscal Implications

For purposes of funding, the charter proposes to operate as an 'indirect funded' model. This is a clear fiscal benefit to CUSD as, under this model, CUSD retains some of the revenue generated by ADA.

Additional Information

Per Ed Code, the board previously conducted a public hearing regarding this matter within 30 days of receiving a charter petition and must now render a decision to approve or deny the charter petition within 60 days or 90 days if both parties agree to the extension. The petition was received on April 2, 2009. The District Charter Review Committee has examined the proposal, provided written feedback, met with the proponents, and is prepared to make a formal recommendation for board action tonight.

PROPOSED AGENDA ITEM: Budget Update
2008-09 Third Period Interim Report

Prepared by: Jan Combes, Assistant Superintendent, Business Services

Consent
 Information Only
 Discussion/Action

Board Date: 05/27/2009

Background Information:

The district is required to submit the Third Period Interim Report for 2009-10 to the Butte County Office of Education in May for their review and approval by June 1. This report is a requirement for the Chico Unified School District as a result of our negative certification. The state requires that the county analyze the district's projected year end balances and comment on any significant changes.

This document is a budget, or estimate, of our financial statement. The "actuals to date" (Column C) represents our current income received and our expenses year-to-date as of April 30, 2009. Revenue and expenses will continue to post for May and June. On June 30 the district changes from "cash basis" accounting to "accrual basis". The business office will identify payables and receivables (in other words, what we owe and what is owed to us) as of June 30, and post accounting entries to our 2008-09 financial statements to recognize these transactions.

Following the Board's approval of the report, staff will update the budget to match the new projections.

In addition supplementary schedules provide reconciliation of the district's attendance and revenue limit calculations, which have been updated to match the attendance report included in the consent part of the agenda packet. Average Daily Attendance (ADA) as of the second period reporting cycle (P-2) is now known. 2008-09 ADA was estimated to be 12,117 based on declining enrollment; actual ADA came in little higher. We are using 12,140 ADA as our funding basis for 2009-10 at this time.

Education Implications:

School districts that maintain a balanced budget and have adequate reserves are able to provide a broad range of educational programs for their students.

Fiscal Implications:

The enclosed report addresses the changes in income and expenses since the last report presented on March 25. As a result of recent legislation allowing the "sweeping" of prior year state grant carryovers to help offset the mid-year cuts that were announced in February, the District has increased unrestricted reserves from 3.5% to 8.5%. The additional 5% is one-time money that includes Deferred Maintenance Funds, previously budgeted in Fund 14. For the first time in history these dollars may be used to meet operating expenses. Detailed fiscal analysis is outlined in the narrative section of the enclosed financial report.

While it was too late to include in the financial report, we have updated our Multi Year Projection (MYP) for two very important financial consequences that have occurred since April 30, 2009: 1) the federal American Recovery and Reinvestment Act (ARRA) funds, and 2) the mid-year cuts expected as a result of the further decline in the state economic forecasts and the non-passage of the Propositions on May 19.

At this time the 2008-09 projections on the MYP are adjusted for what are anticipated to be additional mid-year cuts of \$225 per student in 2008-09 and \$245 per student in 2009-10 and beyond. We speculate that these reductions will be in the neighborhood of about \$2.8 M more in current year reductions, and \$3 M more in 2009-10 and beyond. Over the three year period we see reserves drop, substantially.

We have for discussion purposes projected receipt of the American Recovery and Reinvestment Act (ARRA) funds. The district will be receiving three different funding strands.

- There will be about \$1.5 M for Title I Schools. These school have 35% or more economically disadvantaged students. They include Fair View High, Bidwell Junior, Chico Junior, Chapman, Citrus, McManus, Neal Dow, Little Chico Creek, Parkview and Rosedale.
- There will be about \$2.5 M for Special Education. These dollars are earmarked for purposes that expand and provide additional services to this population of students. The District must continue to provide the same "Maintenance of Effort" -- in other words, the same amount of local dollars to support Special Education -- as it did in 2007-08. So these dollars will help with offsetting future encroachment but won't be able to replace funds currently used to support these students.
- There are \$3.3 M in Fiscal Stabilization Funds. These are the least restricted of the ARRA dollars. We have shown them for purposes of the Third Interim Projection as being used ½ in 2009-10 and ½ in 2010-11 to offset future cuts to programs and services.

When the May Revise reductions are taken into account along with the Federal Stimulus Funds we see that the 8.5% reserve projected for the end of this school year shrinks to 2.5% by the end of 2009-10 and is completely exhausted somewhere mid-year in 2010-11. Additional budget adjustments (more income, less expense, or both) will be needed in the neighborhood of about \$6-8 M to balance our budgets in the next two years if these projections hold true.

We must also keep in mind that the solution at the state level may also be dealt, at least in part, with additional flexibility measures. We will hopefully know more in a few weeks in time to adjust our 2009-10 Budget in a more positive direction. We will be required to adopt our 2009-10 Budget on June 24 following a Public Hearing.

Recommendation:

Approve 2008-09 Third Period Interim: Negative Certification

PROPOSED AGENDA ITEM: **Resolution #1078-09/Elimination of Classified Services**

Prepared by: Bob Feaster, Assistant Superintendent, Human Resources

- Consent
- Information Only
- Discussion/Action

Board Date: May 27, 2009

Background Information:

The District no longer needs the positions noted in the resolution.

Educational Implications:

None.

Fiscal Implications:

The District will save the cost of these positions.

Recommendation:

Approval of resolution #1078-09

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

RESOLUTION 1078-09
RESOLUTION OF THE GOVERNING BOARD
OF THE CHICO UNIFIED SCHOOL DISTRICT

ELIMINATION OF CLASSIFIED SERVICES AND
ORDERING LAYOFFS IN THE CLASSIFIED SERVICE
FOR THE 2008-2009 SCHOOL YEAR

WHEREAS, due to lack of work and/or lack of funds, this Board hereby finds that it is the best interest of the Chico Unified School District that, as of the 28th day of May, 2009, certain services now being provided by said School District be reduced or discontinued by the following extent:

Elimination of the following position(s):

| Classification | Full-Time Equivalent | Site/Program |
|--------------------------|----------------------|------------------|
| ADMINISTRATIVE ASST-CONF | 1.0000 | DISTRICT/GENERAL |
| ADMINISTRATIVE ASST-CONF | 1.0000 | DISTRICT/GENERAL |

NOW, THEREFORE, BE IT RESOLVED that as of the 28th day of May, 2009, two classified position(s) of the CHICO UNIFIED SCHOOL DISTRICT be reduced or discontinued to the extent hereinabove set forth.

BE IT FURTHER RESOLVED that the Superintendent of this School District be and hereby is authorized and directed to give notice of termination of employment to affected classified employee(s) of this School District pursuant to Merit System rules and regulations and applicable provisions of the Education Code of the State of California not less than 45 days prior to the effective date of layoff as set forth above.

The Board authorizes and directs the Superintendent to carry forth all layoff proceedings resulting from the elimination of position(s) ordered herein above, including proceedings for layoff provided by the exercise of displacement rights and to service layoff notices to employees affected thereby. Where an employee displaces an employee holding a position in another class, the Superintendent is hereby authorized and directed to carry forth layoff proceedings resulting therefrom and to serve layoff notices to employees affected thereby.

In the event that an employee affected by the layoff proceedings authorized by this resolution chooses to retire or resign from District service, or other appropriate resolution is made, the Superintendent is authorized to rescind the layoff.

The foregoing RESOLUTION was passed and adopted at a meeting of the Board of Trustees of the CHICO UNIFIED SCHOOL DISTRICT on the 27th day of May, 2009, by the following vote to wit:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

DATED this 27th day of May, 2009.

Clerk of the Governing Board
of the Chico Unified School District

TITLE: Proposed Agenda Item

Resolution per Education Code 44263-Resolution 1079-09

To allow a credentialed teacher to teach any single subject class based on appropriate coursework.

Action:
Consent:
Information:

May 27, 2009

Prepared by: Bob Feaster, Assistant Superintendent-Human Resources

Background Information

Per Education Code 44263: "A teacher licensed pursuant to the provisions of this article may be assigned, with his or her consent, to teach any single subject class in which he or she has eighteen semester hours of coursework or nine semester hours of upper division or graduate coursework."

The following credentialed teacher(s) have met the requirements for authorization within Education Code 44263 to teach in a departmentalized classroom and have a teacher consent form on file:

**Barber, Raymond to teach Physical Science at Pleasant Valley High School
Charles Copeland to teach Social Science at Pleasant Valley High School
Cynthia Hopkins to teach Photography 2 at Pleasant Valley High School
William Ward to teach Social Science/Economics at Chico High School**

Educational Implications

Ensuring that individuals meet the Education Code requirements for credentials helps provide an excellent education for students.

Fiscal Implications

Additional Information

Available in the Office of the Assistant Superintendent-Human Resources

Recommendation

Approve Resolution #1079-09

CHICO UNIFIED SCHOOL DISTRICT
1163 East Seventh Street
Chico, California 95928-5999

RESOLUTION NO. 1079-09
Education Code §44263

WHEREAS, the following teachers are the holders of a valid teaching credential and have completed eighteen semester hours of course work or nine semester hours of upper division or graduate coursework in a single subject; and

WHEREAS, approval to teach in the designated subject area must be granted by resolution of the governing board of the district on a yearly basis;

NOW, THEREFORE, BE IT RESOLVED that the following teachers are authorized to teach the single subject class listed at the designated schools in accordance with the terms of their respective credentials:

Ray Barber to teach Physics at Pleasant Valley High School
Charles Copeland to teach Social Science at Pleasant Valley High School
Cynthia Hopkins to teach Photography 2 at Pleasant Valley High School
William Ward to teach Social Science/Economics at Chico High School

PASSED AND ADOPTED by the Board of Trustees of the Chico Unified School District at its regular meeting held **May 27, 2009**, by the following vote:

AYES:

_____ President

NOES:

ABSENT:

DISTRIBUTION: Board Minutes; County Office; District Personnel

P ROFESSIONAL GOVERNANCE STANDARDS

SCHOOL BOARD SELF-EVALUATION SURVEY

SECTION 1 — THE BOARD

School districts and county offices of education are governed by boards, not by individual trustees. While understanding their separate roles, the board and superintendent work together as a "governance team." This team assumes collective responsibility for building unity and creating a positive organizational culture in order to govern effectively.

To operate effectively, the board must have a unity of purpose and meet these standards:

| | WE DO THIS: | | | | |
|--|-------------|-------|--------|-------|--------|
| | Always | Often | Rarely | Never | Unsure |
| 1. Keep the district focused on learning and achievement for all students. | | | | | |
| 2. Communicate a common vision. | | | | | |
| 3. Operate openly, with trust and integrity. | | | | | |
| 4. Govern in a dignified and professional manner, treating everyone with civility and respect. | | | | | |
| 5. Govern within board-adopted policies and procedures. | | | | | |
| 6. Take collective responsibility for the board's performance. | | | | | |
| 7. Periodically evaluate its own effectiveness. | | | | | |
| 8. Ensure opportunities for the diverse range of views in the community to inform board deliberations. | | | | | |
| TOTALS: | | | | | |

P C S B A PROFESSIONAL GOVERNANCE STANDARDS

SCHOOL BOARD SELF-EVALUATION SURVEY

SECTION 2 - THE BOARD'S JOBS

The primary responsibilities of the board are to set a direction for the district, provide a structure by establishing policies, provide support, ensure accountability and provide community leadership on behalf of the district and public education. To fulfill these responsibilities, there are a number of specific jobs that effective boards must carry out. These standards highlight some of the most important ones.

Effective boards meet these standards:

WE DO THIS:

Always Often Rarely Never Unsure

| | Always | Often | Rarely | Never | Unsure |
|---|--------|-------|--------|-------|--------|
| 1 Involve the community, parents, students and staff in developing a common vision for the district focused on student learning and achievement and responsive to the needs of all students. | | | | | |
| 2 Adopt, evaluate and update policies consistent with the law and the district's vision and goals. | | | | | |
| 3 Maintain accountability for student learning by adopting the district curriculum and monitoring student progress. | | | | | |
| 4 Hire and support the superintendent so that the vision, goals and policies of the district can be implemented. | | | | | |
| 5 Conduct regular and timely evaluations of the superintendent based on the vision, goals and performance of the district, and ensure that the superintendent holds district personnel accountable. | | | | | |
| 6 Adopt a fiscally responsible budget based on the district's vision and goals, and regularly monitor the fiscal health of the district. | | | | | |
| 7 Ensure that a safe and appropriate educational environment is provided to all students. | | | | | |
| 8 Establish a framework for the district's collective bargaining process and adopt responsible agreements. | | | | | |
| 9 Provide community leadership on educational issues and advocate on behalf of students and public education at the local, state and federal levels. | | | | | |
| TOTALS: | | | | | |

PCSBAR PROFESSIONAL GOVERNANCE STANDARDS

SCHOOL BOARD SELF-EVALUATION SURVEY

SECTION 3 - THE INDIVIDUAL TRUSTEE

In California's education system, a trustee is a person elected or appointed to serve on a school district or county board of education. Individual trustees bring unique skills, values and beliefs to their board. In order to govern effectively, individual trustees must work with each other and the superintendent to ensure that a high quality education is provided to each student.

To be effective, an individual trustee meets these standards:

| | I DO THIS: | | | | |
|--|------------|-------|--------|-------|--------|
| | Always | Often | Rarely | Never | Unsure |
| 1 Keeps learning and achievement for <u>all</u> students as the primary focus. | | | | | |
| 2 Values, supports and advocates for public education. | | | | | |
| 3 Recognizes and respects differences of perspective and style on the board and among staff, students, parents and the community. | | | | | |
| 4 Acts with dignity, and understands the implications of demeanor and behavior. | | | | | |
| 5 Keeps confidential matters confidential. | | | | | |
| 6 Participates in professional development and commits the time and energy necessary to be an informed and effective leader. | | | | | |
| 7 Understands the distinctions between board and staff roles, and refrains from performing management functions that are the responsibility of the superintendent and staff. | | | | | |
| 8 Understands that authority rests with the board as a whole and not with individuals. | | | | | |
| TOTALS: | | | | | |

P C S B A PROFESSIONAL GOVERNANCE STANDARDS

MY PERSONAL GOVERNANCE GOALS

Based on the discussion and Governance Goals agreed to by the board, and your responses to the Individual Trustee section of the Board Self-Evaluation Survey, choose two to three Standards or Success Indicators you want to focus on for personal growth over the next year.

Goal 1:

To me this means...

What I will do...

How and when I will measure improvement or success...

Goal 2:

To me this means...

What I will do...

How and when I will measure improvement or success...

Goal 3:

To me this means...

What I will do...

How and when I will measure improvement or success...