

CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Special Board Meeting

Wednesday, May 4, 2016

5:00 p.m. Open / 6:35 p.m. Closed

Chico Unified District Office, Large Conference Room

1163 East 7th Street, Chico, CA 95928

AGENDA

- 1. CALL TO ORDER**
- 2. DISCUSSION/ACTION CALENDAR**
 - 2.1. EDUCATIONAL SERVICES**
 - 2.1.1. **Information:** Special Education Update (Eric Snedeker)
- 3. CONSENT CALENDAR**
 - 3.1. EDUCATIONAL SERVICES**
 - 3.1.1. Consider Approval of Expulsion of Students with the following IDs: 55592, 61732, 65644, 66749, 67812
 - 3.1.2. Consider Approval of Expulsion Clearance of Student with the following ID: 58154
 - 3.1.3. Consider Approval of Emma Wilson Elementary – School Wide Plan
 - 3.2. BUSINESS SERVICES**
 - 3.2.1. Consider Approval of Independent Contractor Agreements
 - 3.2.2. Consider Approval of Agreement for Bond Counsel Services
- 4. CLOSED SESSION**
 - 4.1. **Public comment on closed session items**
 - 4.2. **Update on Labor Negotiations**

Employee Organizations: CUTA
CSEA, Chapter #110

Representatives: Kelly Staley, Superintendent
Jim Hanlon, Asst. Superintendent
Joanne Parsley, Asst. Superintendent
Kevin Bultema, Asst. Superintendent
 - 4.3. **Conference with Legal Counsel – Anticipated Litigation**

Per Subdivision (b) of Government Code §54956.9 (one case)
 - 4.4. **Public Employee Discipline/ Dismissal/Release**

Per Government Code §54957
 - 4.5. **Conference with Real Property Negotiators**

Per Government Code §54956.8
APN # 005-570-014-0000
Price and Terms of Payment
Agency's Negotiator: Kevin Bultema
- 5. RECONVENE TO REGULAR SESSION**
 - 5.1. Call to Order
 - 5.2. Report Action Taken in Closed Session
- 6. ADJOURNMENT**

Eileen Robinson, President
Board of Education
Chico Unified School District

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

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

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

CONSENT CALENDAR

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

STUDENT PARTICIPATION

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

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

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

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

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

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

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

WRITTEN MATERIAL:

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

COPIES OF AGENDAS AND RELATED MATERIALS:

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

AMERICANS WITH DISABILITIES ACT

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

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

AGENDA ITEM: Special Education Board Workshop

Prepared by: Eric Snedeker and Diane Olsen

Consent

Board Date May 4, 2016

Information Only

Discussion/Action

Background Information

Special Board Workshop – Focus Area
Roads to College Career and Adult Living – Transition Planning

Educational Implications

Transition planning ensures that all children with disabilities have available to them an appropriate public education and related services designed to meet their unique needs and prepare them for further education, employment, and independent living. Transition planning ensures students have access to and potential success in the core curriculum as well as to a student's preparation for adult life.

Fiscal Implications

Informational only

AGENDA ITEM: Emma Wilson Elementary – School Wide Plan

Prepared by: John Bohannon, Director

Consent

Board Date May 4, 2016

Information Only

Discussion/Action

Background Information

There are two different designations for Title I schools: Targeted Assistance and School wide Programs. Targeted Assistance programs allow schools to utilize Title I funds only for students that qualify. School wide programs have the latitude to design more school wide programs to provide support for all students.

In order to qualify to become a school wide program, a school must have at least 40 percent of its students from families at the poverty level. At the beginning of this year, Emma Wilson Elementary was notified that it was qualified to establish a school wide program. Emma Wilson has been a Targeted Assistance Program for the past two school years.

Principal Kim Rodgers led her staff in the effort to complete a comprehensive needs assessment which led to the completion of the comprehensive school wide plan. The next step in transitioning to a school wide plan is for the Chico Unified School District Board of Education to approve the school wide plan.

Educational Implications

A school wide Title I school can utilize its Title I funds to develop improvement plans that support all students.

Fiscal Implications

There are no fiscal implications to the general fund.

AGENDA ITEM: Independent Contractor Agreements

Prepared by: Kevin Bultema

Consent

Board Date May 4, 2016

Information Only

Discussion/Action

Background Information

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

Educational Implications

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

Fiscal Implications

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

RECEIVED

APR 15 2016

CATEGORICAL PROGRAMS

Call _____



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

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

Independent Contractor Agreement

Completed By: Sue Tran Phone: (530) 601-3205

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

Name: Travon Robinson
Email Address: trobinson@csuchico.edu
Street Address/POB: 3904 Aguas Frias Rd
City, State, Zip Code: Chico, CA
Phone: (530) 621-4083
Taxpayer ID/SSN: _____

This agreement will be in effect From: 3/1/16 To: 3/31/16
Site Code: 230 Location(s) of Services: Little Chico Creek Elementary

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

a. Scope of Work: Staff training on diversity and cultural awareness, creating change at LCC.

b. Goal (if applicable): _____

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

- a. 01-4035-0-1110-2100-5800-230-1230
- b. _____
- c. _____

4.

	Percent (%)	Fund	Resource	Project/Year	Goal	Function	Object	Site	Manager
1	100.00%	01	4035	0	1110	2100	5800	230	1230
2	0.00%						5800		
3	0.00%						5800		

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

\$ \$ 250.00 Hourly Rate X 1.00 # Hours = \$ \$ 250.00 Total for Services
(For Flat Rate fees, please place the flat rate under "hourly rate" and use "1" for number of hours.)

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

Item: _____ \$ _____
Item: _____ \$ _____
\$ \$ 0.00 Total of Additional Expenses
\$ \$ 250.00 Grand Total (Services + Additional Expenses)

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

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

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

Board Approval Date: _____ Board authorizing signature: _____

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

INDEPENDENT CONTRACTOR TERMS AND CONDITIONS

Independent Contractor Name: Travon Robinson

CMI

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

12. AGREED TO AND ACCEPTED:

<u>Travon Robinson</u> Signature of Independent Contractor	<u>Travon Robinson</u> Printed Name	<u>4/12/16</u> Date
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13. RECOMMENDED:

<u>Kristen Schrock</u> Signature of Originating Administrator	<u>Kristen Schrock</u> Printed Name	<u>4-13-16</u> Date
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14. APPROVED:

<u>[Signature]</u> Signature of District Administrator OR Director of Categorical Programs	<u>John Bohannon</u> Printed Name	<u>4-13-16</u> Date
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15. APPROVED:

_____ Signature of District Administrator, Business Services	_____ Printed Name	_____ Date
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16. AUTHORIZATION FOR PAYMENT

CHECK REQUIRED

(Invoice to accompany payment request):

- Partial Payment through: _____
 Full or Final Payment

\$ 250.00
Amount

DISPOSITION OF CHECK by Accounts Payable:

(check released upon completion of services)

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

_____ Originating Administrator Signature (Blue Ink)	_____ Date
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Administrative Offices
1163 E. Seventh Street
Chico, CA 95928-5999

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

Independent Contractor Agreement

Completed By: Jo Ann Bettencourt Phone: (530) 891-3104

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

Name: Tom Jeffers
 Email Address: _____
 Street Address/POB: 1804 Oleander Ave.
 City, State, Zip Code: Chico, CA 95926
 Phone: (530) 893-8511
 Taxpayer ID/SSN: _____

This agreement will be in effect From: 5/24/16 To: 5/27/16
 Site Code: 260 Location(s) of Services: Butte Meadows Camp Lassen BSA

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

a. Scope of Work: Organize and cook meals for campers and staff. Organize and oversee parent helpers to assist in the preparation of meals and clean up

b. Goal (if applicable): 6th Grade Curriculum

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

a. Donations
 b. _____
 c. _____

4.	Percent (%)	Fund	Resource	Project/Year	Goal	Function	Object	Site	Manager
1	0.00%	01	9024	0	1110	1000	5800	260	1260
2	0.00%						5800		
3	0.00%						5800		

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

$\$ \$ 150.00$ Hourly Rate X 4.00 # Hours = $\$ \$ 600.00$ Total for Services

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

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

Item: _____ \$ _____
 Item: _____ \$ _____
 \$ \$ 0.00 Total of Additional Expenses
 \$ \$ 600.00 Grand Total (Services + Additional Expenses)

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

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

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

Board Approval Date: _____ Board authorizing signature: _____

INDEPENDENT CONTRACTOR TERMS AND CONDITIONS

Independent Contractor Name:

CA#

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

12. AGREED TO AND ACCEPTED:

Thomas Jeffers
Signature of Independent Contractor

Thomas Jeffers
Printed Name

4/18/16
Date

13. RECOMMENDED:

JoAnn Bettencourt
Signature of Originating Administrator

JoAnn Bettencourt
Printed Name

4-18-16
Date

14. APPROVED:

Ted Sullivan
Signature of District Administrator OR
Director of Categorical Programs

Ted Sullivan
Printed Name

4/18/16
Date

15. APPROVED:

Signature of District Administrator,
Business Services

Printed Name

Date

16. AUTHORIZATION FOR PAYMENT
CHECK REQUIRED

(Invoice to accompany payment request):

- Partial Payment through: _____
- Full or Final Payment

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

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

\$ _____
Amount

Originating Administrator Signature (Blue Ink)

Date



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

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

Independent Contractor Agreement

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

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

Name: Adam Penn
 Email Address: adamjohnalhanpenn@gmail.com
 Street Address/POB: 127 W 1st Ave
 City, State, Zip Code: Chico, CA 95926
 Phone: (530) 520-7331
 Taxpayer ID/SSN: _____

This agreement will be in effect From: 4/25/16 To: 6/30/16
 Site Code: 380 Location(s) of Services: Inspire School of Arts and Sciences

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

- a. Scope of Work: build additional risers and boxes for IC 23 (Musical Theatre and Choir)

- b. Goal (if applicable): enough risers to hold the entire class

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

- a. AME grant
 b. _____
 c. _____

4.	Percent (%)	Fund	Resource	Project/Year	Goal	Function	Object	Site	Manager
1	100.00%	09	9123	0	3818	1000	5800	380	8380
2	0.00%						5800		
3	0.00%						5800		

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

\$ \$ 1.00 Hourly Rate X 780.00 # Hours = \$ \$ 780.00 Total for Services

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

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

Item: materials (wood, paint, poly) \$ \$ 840.00
 Item: _____ \$ _____
 \$ \$ 840.00 Total of Additional Expenses
 \$ \$ 1,620.00 Grand Total (Services + Additional Expenses)

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

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

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

Board Approval Date: _____ Board authorizing signature: _____

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

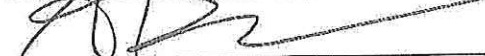
INDEPENDENT CONTRACTOR TERMS AND CONDITIONS

Independent Contractor Name: Adam Penn

CA#

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

12. AGREED TO AND ACCEPTED:



Signature of Independent Contractor


Adam J. Penn

Printed Name

4-22-16

Date

13. RECOMMENDED:



Signature of Originating Administrator

Jerry Crosby

Printed Name

4/22/16

Date

14. APPROVED:

Signature of District Administrator OR
Director of Categorical Programs

Printed Name

Date

15. APPROVED:

Signature of District Administrator,
Business Services

Printed Name

Date

16. AUTHORIZATION FOR PAYMENT
CHECK REQUIRED

(Invoice to accompany payment request):
 Partial Payment through: _____
 Full or Final Payment

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

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

\$ _____
Amount

Originating Administrator Signature (Blue Ink)

Date



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

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

Independent Contractor Agreement

Completed By: _____ Phone: _____

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

Name: Michael Weissenborn
 Email Address: mlke.weissenborn@comcast.net
 Street Address/POB: 16 Tilden Lane
 City, State, Zip Code: Chico, CA 95928
 Phone: _____
 Taxpayer ID/SSN: _____

This agreement will be in effect From: 3/1/16 To: 6/30/16
 Site Code: 550 Location(s) of Services: Facilities

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

- a. Scope of Work: Mitigation program planning, white paper on Canyon View history, Bond Advisory meetings
- b. Goal (if applicable): General Facilities consulting

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

- a. Developer Fees
- b. _____
- c. _____

	Percent (%)	Fund	Resource	Project/Year	Goal	Function	Object	Site	Manager
1	10,000.00%	25	0000	0	0000	7200	5800	570	6100
2	0.00%						5800		
3	0.00%						5800		

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

\$ \$ 50.00 Hourly Rate X 50.00 # Hours = \$ \$ 2,500.00 Total for Services
 (For Flat Rate fees, please place the flat rate under "hourly rate" and use "1" for number of hours.)

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

Item: _____ \$ _____
 Item: _____ \$ _____
 \$ \$ 0.00 Total of Additional Expenses
 \$ \$ 2,500.00 Grand Total (Services + Additional Expenses)

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

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

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

INDEPENDENT CONTRACTOR TERMS AND CONDITIONS

Independent Contractor Name:

CA#

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

12. AGREED TO AND ACCEPTED:

Signature of Independent Contractor	Printed Name	Date

13. RECOMMENDED:

Signature of Originating Administrator	Printed Name	Date

14. APPROVED:

Signature of District Administrator OR Director of Categorical Programs	Printed Name	Date

15. APPROVED:

Signature of District Administrator, Business Services	Printed Name	Date

16. AUTHORIZATION FOR PAYMENT

CHECK REQUIRED

(Invoice to accompany payment request):

- Partial Payment through: _____
 Full or Final Payment

DISPOSITION OF CHECK by Accounts Payable:

(check released upon completion of services)

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

\$ _____
Amount

Originating Administrator Signature (Blue Ink) Date

AGENDA ITEM: Approval of Agreement for Bond Counsel Services

Prepared by: Kevin Bultema – Assistant Superintendent, Business Services

Consent

Board Date May 4, 2016

Information Only

Discussion/Action

Background Information

Chico Unified School District (CUSD) is researching a possible bond measure in November 2016. The district will need to hire bond legal counsel to advise and draft the appropriate documents to place a measure on the ballot and to ultimately sell bonds. CUSD is recommending hiring Kronick, Moskovits, Tiedemann & Girard to provide these services. The contract specifies the preliminary work to prepare for an election will be charged as an operating cost not to exceed \$15,000. Bond counsel services and disclosure counsel services will be paid if a bond measure is successful and paid from bond proceeds. This fee structure conforms to the Attorney General of the State of California's guidance on school construction bonds.

Educational Implications

The District's Strategic Plan states: "A safe, nurturing and inspiring environment is essential for individuals to thrive." Funding for improvements to our school facilities allows us to meet our plan and provide the environment for student success.

Fiscal Implications

For the legal services necessary to plan, conduct and document the election, the fee is not to exceed \$15,000 to be paid from CUSD's unrestricted general fund. For bond counsel and disclosure services the fees are \$35,000 and \$28,500 respectively from the first bond series sale. For every bond series sale subsequent, the fees are \$29,000 and \$27,500 for bond counsel and disclosure services respectively.

CHICO UNIFIED SCHOOL DISTRICT

AGREEMENT FOR BOND COUNSEL AND DISCLOSURE COUNSEL SERVICES

(General Obligation Bonds)

THIS AGREEMENT is between Kronick, Moskovitz, Tiedemann & Girard, a Professional Corporation ("KMTG"), and Chico Unified School District ("Chico"), as of the date last set forth herein. By signing and returning this Agreement, Chico indicates its acceptance of the terms set forth in this document.

The subject matter of the representation governed by this Agreement is described in Paragraph 1.

1. **Scope of Services.** Chico retains KMTG under this Agreement to provide such legal services as necessary to complete each stage of the proceedings for the authorization, issuance and sale of general obligation bonds (the "bonds") relating to a proposed 2016 election in the Chico Unified School District. In particular, KMTG shall provide the following bond counsel services:

(a) Consult with Chico and its administrative officers, and assist in the coordination of Chico's financing plan.

(b) Confer with Chico's other consultants regarding the structure of the bond issue and review any documents to be prepared by such other parties in the proceedings for compliance with law.

(c) Prepare for and attend such meetings of Chico's Governing Board as deemed necessary for the proper conduct of the proceedings.

(d) Prepare all resolutions of Chico's Governing Board necessary for the calling of an election to approve the issuance of bonds.

(e) Prepare or coordinate the preparation of such ancillary documents as are necessary for the conduct of the election (such as election orders, notices and ballot pamphlet materials).

(f) Coordinate with Butte County officials regarding procedural and substantive requirements for the valid authorization of the issuance of the bonds.

(g) Arrange or coordinate the mailing, delivery or publication, as appropriate, of all notices required to be given in the bond issuance and sale proceedings.

(h) Prepare a paying agent agreement (or similar issuance document) and all other legal documents that are necessary for the authorization, issuance and sale of the bonds.

(i) Prepare a preliminary and final official statement describing the terms of the bonds offered for sale, security for their repayment, credit enhancements (if any) and

their issuer(s), Chico and its financial condition, material risks to prospective purchasers of the bonds, legal matters related to the financing, credit ratings of the bonds, contractual arrangements between Chico and the underwriter(s) of the bonds, and other information material to prospective purchasers of the bonds.

(j) Prepare a continuing disclosure undertaking for the financing so that the underwriter(s) for the financing may comply with their responsibilities under Rule 15c2 12(b).

(k) Coordinate the preparation of typewritten bonds.

(l) Prepare a comprehensive closing memorandum and prepare and arrange the execution and delivery of a receipt for the bonds, a receipt for the proceeds of the bonds, signature certificates, an arbitrage/rebate certificate and associated certificates of underwriter and insurer (if any), Form 8038-G, DTC Letter of Representations, CDIAAC report of final sale, forms of opinions of other counsel, and all other necessary closing certificates/documents.

(m) Prepare and deliver to each participant in the financing a complete transcript of the proceedings for the authorization, issuance and sale of the bonds.

(n) Upon due and proper completion of the proceedings to satisfaction of KMTG, deliver a final approving opinion confirming the validity of the bonds and opinions that interest on the bonds is excludable from gross income for federal income tax purposes, and is exempt from State of California personal income taxes, under existing statutes, regulations, rulings and court decisions.

2. **Services Outside the Scope of this Agreement.** KMTG's duties in this engagement are limited to those set forth in Paragraph 1. Among other things, KMTG has not undertaken to do any of the following:

(a) Perform an independent investigation to determine the accuracy, completeness or sufficiency of the official statement, or other disclosure document.

(b) Render services under this Agreement in connection with compliance by Chico after the closing with the covenants contained in the bond documents, including, without limitation, the calculation of any arbitrage/rebate liability Chico may have and preparation of any annual reports or material events notices required pursuant to Chico's continuing disclosure undertaking.

(c) Render services under this Agreement with respect to any litigation concerning the financing.

(d) Conduct any investigation regarding the qualification for sale of bonds in any jurisdiction; however, KMTG will coordinate with the underwriter(s) regarding any statements requested to be added to the official statements so that the bonds may be sold in particular jurisdictions.

If Chico requests KMTG to provide any such services, compensation, therefore, shall be made and calculated at KMTG's hourly rate schedule for the type of services requested (public finance or litigation) in effect at the time such services are rendered.

3. **Commencement of Services.** KMTG's obligation to provide legal services under this Agreement shall commence upon KMTG's receipt of a copy of this Agreement signed and dated by Chico.

4. **Completion of Services.** KMTG's representation of Chico with respect to a series of bonds will be concluded upon issuance of such series. Nevertheless, subsequent to issuance of a series of bonds, KMTG will file the Internal Revenue Service Form 8038 G and will prepare and distribute to the participants in the transaction a transcript of the proceedings.

5. **Duties of KMTG and Chico.**

(a) **Duties of KMTG.** KMTG shall provide those legal services reasonably required to represent Chico in the matters described in Paragraph 1 of this Agreement. KMTG shall also take reasonable steps to keep Chico informed of significant developments and to respond to Chico's inquiries.

(b) **Duties of Chico.** Chico shall be truthful with KMTG, cooperate with KMTG, keep KMTG informed of developments, perform the obligations Chico has agreed to perform under this Agreement, and pay statements from KMTG in a timely manner.

6. **KMTG Personnel.** While one attorney at KMTG may be primarily responsible for completing the work that is within the scope of this Agreement, that attorney may also delegate work to other attorneys, paralegals, law clerks and office personnel within KMTG when it is determined that such delegation is appropriate in representation of Chico's interests. If Chico so requests, Chico will be notified prior to any delegation and a decision will be made in consultation with Chico.

7. **Disclaimer of Guarantee.** By signing this Agreement, Chico acknowledges that KMTG has made no promises or guarantees to Chico about the outcome of Chico's matter, and nothing in this Agreement shall be construed as such a promise or guarantee.

8. **Fees and Expenses.**

(a) **Fees.** KMTG's fees are:

- (i) For legal services necessary to plan for, conduct and document the election, KMTG's fees shall be paid on an hourly rate basis based on KMTG's public finance hourly rate schedule currently in effect, not to exceed ~~\$18,000.~~ ^{\$15,000.}
- (ii) For the first series of bonds following a successful election, fees for bond counsel services shall be \$35,000 and disclosure counsel

services shall be \$28,500 payable from the proceeds of the bond sale.

- (iii) For subsequent series of bonds sold under the same authorization, fees for bond counsel services shall be \$29,000 and disclosure counsel services shall be \$27,500 payable from the proceeds of the bond sale.

(b) Expenses. In addition to the above fees for legal services, Chico shall pay KMTG's out-of-pocket expenses, such as travel, delivery and courier service, postage, long distance telephone tolls, and similar expenses. KMTG shall itemize all costs incurred on its statement. Chico shall pay directly all costs of required published notices, the costs of printing the preliminary and official statements (unless otherwise provided in the purchase contract), and the statistical reports necessary for the official statement. Chico shall also pay all costs associated with the preparation of the transcripts, including the cost of preparing the transcripts in a disc format.

(c) Payment of Fees and Expenses. Except as provided in section 8(d), the fees and expenses provided for under subparagraphs 8(a)(ii), 8(a)(iii), and 8(b) shall be paid solely from the proceeds of bonds issued and will be payable at the time of issuance of the bonds. If the bond measure is not approved by the voters at the election, Chico will not be responsible for fees incurred by KMTG under subparagraphs 8(a)(i), 8(a)(ii), 8(a)(iii), and 8(b).

(d) Termination or Abandonment of Financing. If for any reason, the financing is abandoned or terminated prior to the issuance of bonds, then Chico shall pay KMTG a fee determined by the extent of the services rendered by KMTG, to the date of the abandonment or termination of the proposed financing, at KMTG's public finance hourly rate schedule in effect at the time services are rendered plus KMTG's out-of-pocket expenses.

(e) Termination of KMTG. In the event of termination of KMTG by Chico prior to the issuance of bonds, Chico shall pay KMTG a fee determined by the extent of the services rendered by KMTG, to the date of termination, at KMTG's public finance hourly rate in effect at the time of termination plus KMTG's out-of-pocket expenses.

(f) Statements. KMTG shall send Chico a statement for fees and costs incurred. Chico shall pay any statement from KMTG within thirty (30) days after the date of the statement. KMTG's statements shall clearly state the basis thereof, including the amount (and rate and basis for calculation in the case of hourly charges).

9. Legal Action Upon Default. If Chico does not pay the balance when due or breaches any other terms of this Agreement, KMTG may demand that the entire unpaid balance be paid immediately and, as provided by law, commence any legal action for collection of the balance due. Chico and KMTG agree that all legal proceedings related to the subject matter of this Agreement shall be maintained in courts sitting within the State of California, County of Butte. Chico and KMTG agree that the jurisdiction and venue for such proceedings shall lie

exclusively with such courts. Further, the prevailing party in any such dispute shall be entitled to reasonable costs, including attorneys' fees.

10. **Arbitration of Fee Dispute.** If a dispute arises between KMTG and Chico regarding KMTG's fees or costs under this Agreement, and KMTG files suit in any court, or begins an arbitration proceeding other than through the State Bar or a local bar association under Business and Professions Code sections 6200-6206, Chico will have the right to stay that suit or arbitration proceeding by timely electing to arbitrate the dispute through the State Bar or a local bar association under Business and Professions Code sections 6200-6206, in which event KMTG must submit the matter to that arbitrator.

11. **Chico Files.** At Chico's request, upon the termination of services under this Agreement, KMTG will promptly release all of Chico's papers and property to Chico (subject to any applicable protective orders or non-disclosure agreements).

12. **Destruction of Chico Files.** If Chico does not request the return of Chico's papers and property, KMTG will retain Chico's files for a period of seven (7) years from the date of issuance of the most recently issued series of bonds, after which time KMTG may have Chico's files destroyed. Chico acknowledges that it will not be notified prior to the destruction of its papers and property, and consents to the same. If Chico desires to have Chico's files maintained beyond seven (7) years after Chico's matter is concluded, separate arrangements with KMTG must be made.

13. **Termination.** This Agreement may be terminated by Chico or KMTG, or modified by mutual consent at any time. In the event of termination by Chico, KMTG shall be compensated in accordance with Paragraph 8(e) above. In the event of termination by KMTG prior to close of a bond series, KMTG shall be entitled to its out of pocket expenses as provided in Paragraph 8(d) above. KMTG and Chico each agree to sign any documents reasonably necessary to complete KMTG's discharge or withdrawal.

14. **Insurance.** Pursuant to Business and Professions Code section 6148, Chico is hereby informed that KMTG maintains errors and omissions insurance coverage.

(Remainder of Page Intentionally Left Blank)

15. **Modification by Subsequent Agreement.** This Agreement may be modified only by a written instrument signed by both parties.

CHICO:

Chico Unified School District

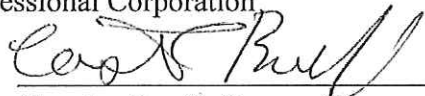
Dated: _____

By: _____
Kelly Staley, Superintendent

KMTG:

Kronick, Moskovitz, Tiedemann & Girard,
a Professional Corporation

Dated: 4/19/16

By: 
Constantine C. Baranoff