

**CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION**

**Special Board Meeting**

Wednesday, November 2, 2016

**5:00 p.m. Open with Closed Directly Following Open**

Chico Unified District Office, Large Conference Room

1163 East 7<sup>th</sup> Street, Chico, CA 95928

**AGENDA**

**1. CALL TO ORDER**

**2. CONSENT CALENDAR**

2.1. EDUCATIONAL SERVICES

2.1.1. Consider Expulsion of Students with the following IDs: 63082, 63156, 63767, 64547, 72228, 84026

2.1.2. Consider Approval of Security Assessment by Dynamic Technology Solutions

2.2. BUSINESS SERVICES

2.2.1. Consider Approval of Independent Contractor Agreements

2.2.2. Consider Approval of Notice of Completion for Window Coverings at Chico Junior High School

2.2.3. Consider Approval of Notice of Completion for Window Coverings at Pleasant Valley High School

2.2.4. Consider Approval of Contracts

**3. DISCUSSION/ACTION CALENDAR**

3.1. BUSINESS SERVICES

3.1.1. **Information:** (Kevin Bultema) Update on Cash Projections

3.1.2. **Discussion/Action:** (Julie Kistle) Construction Project Delivery Methods and Options Discussion

**4. CLOSED SESSION**

4.1. **Public comment on closed session items**

4.2. **Update on Labor Negotiations**

Employee Organizations:

Representatives:

CUTA

CSEA, Chapter #110

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. **Public Employee Performance Evaluation**

Per Government Code §54957

Title: Superintendent

**5. RECONVENE TO REGULAR SESSION**

5.1. Call to Order

5.2. Report Action Taken in Closed Session

**6. ADJOURNMENT**

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 3<sup>rd</sup> 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](http://www.chicousd.org)
- Available for inspection in the Superintendent's Office prior to the meeting
- Copies may be obtained after payment of applicable copy fees

**AMERICANS WITH DISABILITIES ACT**

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

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

PROPOSED AGENDA ITEM: Security Assessment by Dynamic Technology Solutions

Prepared by: John Vincent, Director – Information Technology

Consent

Board Date November 2, 2016

Information Only

Discussion/Action

**Background Information**

Chico Unified School District (CUSD) has requested that DynTek Inc., an IT Infrastructure and Security firm, assist with strategic security planning to help ensure the security posture of the district. The contracted vendor would assist CUSD in the identification and remediation of any potential security issues.

**Educational Implications**

N/A

**Fiscal Implications**

CUSD will pay DynTek a one-time \$12,500 fee which represents a 17% discount off of their standard educational pricing.

**AGENDA ITEM:** Independent Contractor Agreements

**Prepared by:** Kevin Bultema, Assistant Superintendent

Consent

Board Date November 2, 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.

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



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

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

**Independent Contractor Agreement**

Completed By: Scott Lindstrom Phone: 891-3000

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

Name: Jeffrey Sprague, Ph.D.  
Email Address: Jeffreysprague@gmail.com  
Street Address/POB: 1355 Ravenwood Dr.  
City, State, Zip Code: Eugene, OR 97401  
Phone: \_\_\_\_\_  
Taxpayer ID/SSN: \_\_\_\_\_

This agreement will be in effect From: 10/1/16 To: 6/30/16  
Site Code: 570 Location(s) of Services: District Office, multiple elementary schools

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

a. Scope of Work: Provide 4 days of staff training in Positive Behavior Interventions and Supports (PBIS--Tier 2); provide coaching support; provide support with SWIS data collection. Sites to include Chapman, Citrus, EWE, Hooker Oak, LCC, McManus, Neal Dow, Parkview, Rosedale.

b. Goal (if applicable): LCAP Goals 4, Parent Engagement; Goal 5, School Climate.

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

- a. Elementary Counseling Grant
- b. District Title 2
- c. \_\_\_\_\_

	Percent (%)	Fund	Resource	Project/Year	Goal	Function	Object	Site	Manager
1	70.00%	01	5827	0	1110	3110	5800	570	6510
2	30.00%	01	6264	0	1110	1000	5800	570	6700
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:

\$ \$ 2,750.00 Hourly Rate X 4.00 # Hours = \$ \$ 11,000.00 Total for Services  
(For Flat Rate fees, please place the flat rate under "hourly rate" and use "1" for number of hours.)

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

Item: PBIS Coaching consultation \$ \$ 2,000.00  
Item: Tiered Fidelity Inventory (\$2750 x 1) \$ \$ 2,750.00  
\$ \$ 4,750.00 Total of Additional Expenses  
\$ \$ 15,750.00 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: Jeffrey Sprague, Ph.D.

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 shall 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:**

  
Digitally signed by Jeffrey Sprague  
 DN: cn=Jeffrey Sprague, o=University of Oregon,  
 ou=IVDB, email=jfs@uoregon.edu, c=US  
 Date: 2016.10.11 18:22:20 -07'00'  
 \_\_\_\_\_  
 Signature of Independent Contractor

Jeffrey Sprague, Ph.D.  
 \_\_\_\_\_  
 Printed Name

10/11/16  
 \_\_\_\_\_  
 Date

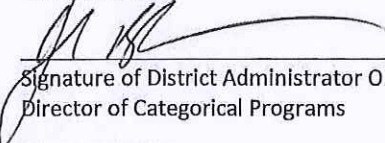
**13. RECOMMENDED:**

Scott Lindstrom  
Digitally signed by Scott Lindstrom  
 Date: 2016.10.05 08:43:54 -07'00'  
 \_\_\_\_\_  
 Signature of Originating Administrator

Scott Lindstrom  
 \_\_\_\_\_  
 Printed Name

10/5/16  
 \_\_\_\_\_  
 Date

**14. APPROVED:**

  
 \_\_\_\_\_  
 Signature of District Administrator OR  
 Director of Categorical Programs

John Bokannon  
 \_\_\_\_\_  
 Printed Name

10/20/16  
 \_\_\_\_\_  
 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

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



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

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

**Independent Contractor Agreement**

Completed By: Jamie Zeff Phone: (530) 518-9491

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

Name: Jamie Zeff/Burgundy & Brushes  
Email Address: info@burgundyandbrushes.org  
Street Address/POB: 2265 Santa Clara Ave  
City, State, Zip Code: Chico, CA 95928  
Phone: \_\_\_\_\_  
Taxpayer ID/SSN: \_\_\_\_\_

This agreement will be in effect From: 11/1/16 To: 11/30/16  
Site Code: \_\_\_\_\_ Location(s) of Services: YouthBuild Chico

**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: Our proposal is to offer art classes that are both educational, recreational, and serve as an aide to healing. While using subject matter that is interesting for the students we will teach techniques that are fun and easy. The lessons will include some principles of design, color

b. Goal (if applicable): To increase student happiness while learning art principles, and techniques.

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

a. \_\_\_\_\_  
b. \_\_\_\_\_  
c. \_\_\_\_\_

4.	Percent (%)	Fund	Resource	Project/Year	Goal	Function	Object	Site	Manager
1	0.00% 100%	01	9150	0	3800	2490	5800	570	6700
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:**

\$ \$ 525.00 Hourly Rate X 3.00 # Hours = \$ \$ 1,575.00 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: N/A \$ \$ 0.00  
Item: N/A \$ \$ 0.00  
\$ \$ 0.00 Total of Additional Expenses  
\$ \$ 1,575.00 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: Jamie Zeff/Burgundy & Brushes

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:

**Jamie Zeff** Digitally signed by Jamie Zeff  
Date: 2016.09.28 15:17:49 -07'00'

Signature of Independent Contractor


**Jamie Zeff**

Printed Name

**9/28/16**

Date

13. RECOMMENDED:



Signature of Originating Administrator

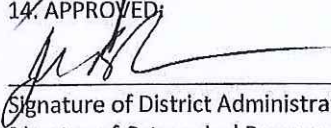
**DAVID MCKAY**

Printed Name

**10/7/16**

Date

14. APPROVED:



Signature of District Administrator OR  
Director of Categorical Programs

**JOHN BORTANNON**

Printed Name

**10-12-16**

Date

15. APPROVED:

Signature of District Administrator,  
Business Services

**KEVIN BULTEMA**

Printed Name

Date

16. AUTHORIZATION FOR PAYMENT  
CHECK REQUIRED

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

DISPOSITION OF CHECK by Accounts Payable:  
(check released upon completion of services)  
 Send to Site Administrator (date): \_\_\_\_\_  
 Mail to Independent Contractor

\$ \_\_\_\_\_  
Amount

Originating Administrator Signature (Blue Ink)

Date



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



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

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

**Independent Contractor Agreement**

Completed By: Kat Anderson Phone: (530) 891-3000

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

Name: James Wickware  
Email Address: jimwickware@sbcglobal.net  
Street Address/POB: 5100-1B Clayton Road # 119  
City, State, Zip Code: Concord, CA 95521  
Phone: \_\_\_\_\_  
Taxpayer ID/SSN: \_\_\_\_\_

This agreement will be in effect From: 4/30/16 To: 9/8/16  
Site Code: 510 Location(s) of Services: District

**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: Consulting Account ~ CUSD/CUTA

b. Goal (if applicable): \_\_\_\_\_

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

a. \_\_\_\_\_  
b. \_\_\_\_\_  
c. \_\_\_\_\_

4.	Percent (%)	Fund	Resource	Project/Year	Goal	Function	Object	Site	Manager
1	0.00%	01	0009	0	0000	7400	5800	570	5600
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:**

\$ \$ 650.00 Hourly Rate X 1.00 # Hours = \$ \$ 650.00 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  
\$ \$ 650.00 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

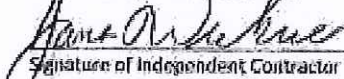
**INDEPENDENT CONTRACTOR TERMS AND CONDITIONS**

Independent Contractor Name: James Wickware

CAN

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 Administrative Form #15B.D., that criminal background checks have been completed as per Board Policy #2515.6 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 employees 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 no 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

James Wickware  
Printed Name

10/27/16  
Date

13. **RECOMMENDED:**

  
Signature of Originating Administrator

James Hanlon  
Printed Name

10/27/16  
Date

14. **APPROVED:**

\_\_\_\_\_  
Signature of District Administrator OR  
Director of Categorical Programs

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

15. **APPROVED:**

\_\_\_\_\_  
Signature of District Administrator,  
Business Services

Kevin J Bultema  
Printed Name

10/27/16  
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:** Notice of Completion for Window Coverings at Chico Jr. High School

**Prepared by:** Julia Kistle, Director Facilities & Construction

Consent

Board Date November 2, 2016

Information Only

Discussion/Action

**Background Information**

The project was successfully completed on October 21, 2016.

**Educational Implications**

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

**Fiscal Implications**

The projects identified will be funded with Measure E. All available State reimbursement will be pursued.

The proposed projects qualify as projects defined in the voter approved Measure E ballot language.

**Additional Information**

The filing of a Notice of Completion (NOC) begins a thirty-five day lien period during which unpaid subcontractors, suppliers and other vendors can file a mechanics lien.

**Recommendation**

It is requested that the Board of Education authorize the Superintendent or designee to approve and execute the Notice of Completion for Window Coverings project at Chico Jr. High School.

WHEN RECORDED MAIL TO:

Kelly Staley  
Superintendent  
Chico Unified School District  
1163 East Seventh Street  
Chico, California 95928-5999

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

DSA FILE NO. # n/a  
DSA APPL NO. n/a  
PROJECT NO. SS-06

**NOTICE OF COMPLETION**

1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.
2. The FULL NAME of the OWNER is **CHICO UNIFIED SCHOOL DISTRICT.**
3. The FULL ADDRESS of the OWNER is **1163 EAST SEVENTH STREET, CHICO, CALIFORNIA, 95928-5999.**
4. The NATURE OF THE INTEREST or ESTATE of the undersigned is: **IN FEE**
5. A work of improvement on the property hereinafter described was COMPLETED on **October 21, 2016** and accepted by the Chico Unified School District on **November 2, 2016.**
6. The work of improvement completed is described as follows: **FURNISHING OF ALL LABOR, MATERIALS AND SERVICES FOR Window Coverings project at Chico Jr. High School FOR THE CHICO UNIFIED SCHOOL DISTRICT, CHICO, BUTTE COUNTY, CALIFORNIA.**
7. The NAME OF THE ORIGINAL CONTRACTOR for such work of improvement is  
**North State Blinds & Draperies, 1256 Franklin Street, Red Bluff, CA 96080**
8. The street address of said property is:  
**Chico Jr. High School, 280 Memorial Way, Chico, CA 95926**
9. The property on which said improvement was completed in the **CITY OF CHICO, COUNTY OF BUTTE, STATE OF CALIFORNIA**, and described as follows:

**ASSESSORS PARCEL NUMBER:**  
**003-177-001-000, 003-175-004-000, 003-180-014-00, 003-180-017-000**

Date: \_\_\_\_\_ Signature of Owner or agent of owner \_\_\_\_\_

Julia M. Kistle  
Director, Facilities & Construction  
Chico Unified School District

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

\_\_\_\_\_  
Date and Place      Chico, CA

\_\_\_\_\_  
Julia M. Kistle  
Director, Facilities & Construction  
Chico Unified School District

**AGENDA ITEM:** Notice of Completion for Window Coverings at Pleasant Valley High School

---

**Prepared by:** Julia Kistle, Director Facilities & Construction

---

Consent

Board Date November 2, 2016

Information Only

Discussion/Action

**Background Information**

The project was successfully completed on October 11, 2016.

**Educational Implications**

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

**Fiscal Implications**

The projects identified will be funded with Measure E. All available State reimbursement will be pursued.

The proposed projects qualify as projects defined in the voter approved Measure E ballot language.

**Additional Information**

The filing of a Notice of Completion (NOC) begins a thirty-five day lien period during which unpaid subcontractors, suppliers and other vendors can file a mechanics lien.

**Recommendation**

It is requested that the Board of Education authorize the Superintendent or designee to approve and execute the Notice of Completion for Window Coverings project at Pleasant Valley High School.

WHEN RECORDED MAIL TO:

Kelly Staley  
Superintendent  
Chico Unified School District  
1163 East Seventh Street  
Chico, California 95928-5999

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

DSA FILE NO. # n/a  
DSA APPL NO. n/a  
PROJECT NO. SS-02

**NOTICE OF COMPLETION**

1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.
2. The FULL NAME of the OWNER is **CHICO UNIFIED SCHOOL DISTRICT.**
3. The FULL ADDRESS of the OWNER is **1163 EAST SEVENTH STREET, CHICO, CALIFORNIA, 95928-5999.**
4. The NATURE OF THE INTEREST or ESTATE of the undersigned is: **IN FEE**
5. A work of improvement on the property hereinafter described was COMPLETED on **October 11, 2016** and accepted by the Chico Unified School District on **November 2, 2016.**
6. The work of improvement completed is described as follows: **FURNISHING OF ALL LABOR, MATERIALS AND SERVICES FOR Window Coverings project at Pleasant Valley High School FOR THE CHICO UNIFIED SCHOOL DISTRICT, CHICO, BUTTE COUNTY, CALIFORNIA.**
7. The NAME OF THE ORIGINAL CONTRACTOR for such work of improvement is  
**North State Blinds & Draperies, 1256 Franklin Street, Red Bluff, CA 96080**
8. The street address of said property is:  
**Pleasant Valley High School, 1475 East Avenue, Chico, CA 95926**
9. The property on which said improvement was completed in the **CITY OF CHICO, COUNTY OF BUTTE, STATE OF CALIFORNIA**, and described as follows:

**ASSESSORS PARCEL NUMBER:  
015-490-001-000**

Date: \_\_\_\_\_ Signature of Owner or agent of owner \_\_\_\_\_

Julia M. Kistle  
Director, Facilities & Construction  
Chico Unified School District

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

\_\_\_\_\_  
Date and Place      Chico, CA

\_\_\_\_\_  
Julia M. Kistle  
Director, Facilities & Construction  
Chico Unified School District

**AGENDA ITEM:** Contracts

**Prepared by:** Kevin Bultema, Assistant Superintendent

Consent

Board Date November 2, 2016

Information Only

Discussion/Action

**Background Information**

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

**Educational Implications**

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

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

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

**Fiscal Implications**

Contracts shall be paid according to agreed upon terms noted.

Okay to  
 pay K. Fower  
 \$5,700.<sup>00</sup>



BE FUTURE  
 READY

2.2.4  
 Page 2 of 11

# 01-6382-0-3800-1000-5800

570/6700

9.29.16 jaclyn declined 5/8-5300

**NAF and CHICO UNIFIED SCHOOL DISTRICT  
 For Butte-Glenn Career Pathways Consortium Expansion  
 MEMBERSHIP SERVICE AGREEMENT**

For over 30 years, NAF has partnered with school districts throughout the county to implement its acclaimed career-themed Academy model. Through partnerships between business leaders and educators NAF's small public school-based learning communities empower high school students to successfully go on to higher education and professions of their choosing.

NAF embodies six core principles for improving America's education system. These core principles, articulated in NAF's Academy Framework, include:

- 1) personalized learning environments;
- 2) academic engagement of all students;
- 3) empowered educators;
- 4) accountable leaders;
- 5) engaged communities and youth; and
- 6) an integrated system of high standards, curriculum, work-based learning, instruction assessment and support.

This AGREEMENT sets forth the roles and responsibilities of the NAF to the Chico Unified School District (serving as fiscal agent for Butte-Glenn Career Pathways Consortium Expansion), (the "SCHOOL DISTRICT") and the roles and responsibilities of the SCHOOL DISTRICT to NAF, in connection with the NAF academies operating in the Butte-Glenn Career Pathways Consortium Expansion at:

**List of Academies**

Site	Academy	Status
Gridley High School	Gridley High School Ag Science	NAF OPEN
Gridley High School	Gridley High School AME	NAF OPEN
Chico High School	Chico High School AOIT	NAF OPEN

NAF represented by Akili Moses Israel, California Director proposes to provide the following services through a contract period beginning July 1, 2016 and ending June 30, 2017, that covers the school years: 2016-2017.

**Part I. Services under this agreement:**

**Core Membership**

The District will pay an annual membership fee for (3) three @ (agreed upon fee) per Academy for school year(s) 2016-17 per the terms of the existing (or attached) membership between NAF and the school district. The number of core membership fees is inclusive of Open and Fast Track Academies.





## A. Scope of Work

NAF will provide support for districts/states to reach a high level of quality and ensure that all academy students are Future Ready through the implementation of NAF's Educational Design and fidelity to its proven model as outlined in the fifteen standards of practice.

### Major Components:

1. NAF's Educational Design
    - a) Academy Development and Structure
    - b) Advisory Board
    - c) Curriculum and Instruction
    - d) Work-based Learning
  2. NAFTTrack
    - a) NAFTTrack Certification
    - b) NAFTTrack Certified Hiring
    - c) <sup>my</sup>NAFTTrack
- I. National Activities
- A. Summer conference, which includes workshops for teachers, administrators, alumni, and business partners
  - B. Assistance, where locally feasible, in connecting the Academy with national partners in business and government
  - C. Newsletters and other marketing activities
  - D. Web-based resources
  - E. Selected scholarships for students and other national recognition awards for students, instructors, school administrators and business partners involved in the local Academy team, on a competitive basis.

## B. As a NAF Member:

NAF and the DISTRICT/SCHOOL will engage in a partnership to develop, implement and sustain an academy model that serves the needs of the students, teachers and business partners of the ACADEMY. NAF will be provided permission to access and engage in all aspects of the model created and utilize it in the development and support of all NAF Academies.

### I. Design Implementation

- A. Pay to NAF, upon receipt of appropriate invoice, an annual network membership fee based on the number of Academies in the school/district.
- B. Implement a rigorous career-themed Program of Study appropriate for the themed major, open to all students based on interest, and provides students the opportunity to attain NAFTTrack Certification.
- C. Use the NAF curriculum or other approved third-party curricular materials aligned with NAF curriculum standards
- D. Infuse all courses with project-based learning activities, preparation for internship and other work-based learning experiences, reading and writing experiences, oral communication, and problem-solving skill development



- E. Designate a NAF Academy Director (a district staff person, an onsite school administrator, or a NAF Academy teacher with release time)
- F. Establish a local, district, or regional NAF Advisory Board
- G. Establish a four year sequence of work-based learning activities for students in NAF Academies including a culminating compensated internship
- H. Maintain Academy-Related Data in the NAF Data Center and provide other relevant data as requested. Complete the annual Data Center submission and Academy Assessment process by the annual deadline defined by NAF
- I. Participate in NAF's student assessment and certification system, referred to as NAFTrack Certification, and the <sup>my</sup>NAFTrack platform which provides lifetime access to NAFTrack Certified Hiring; In this connection, NAF provides assurance that any student level data collection fully complies with the Family Educational and Privacy Rights Act, 20 USCA § 1232g ("FERPA").

**Part II -- Budget Table**

SUMMARY OF SERVICES	AMOUNTS
Membership Fees (3 Academies at \$1900 per Academy)	\$5,700
<b>TOTAL</b>	<b>\$5,700</b>

**Part III. Period of Contract**

- A. Contract period shall begin on July 1, 2016 or (upon full execution of the contract) and end June 30, 2017 and shall cover services for the 2016-2017 school year.

**Part IV. Payment terms**

- A. NAF shall invoice the Butte-Glenn Career Pathways Consortium Expansion for services rendered consistent with NAF's normal billing procedures and cycles.



#### **Part V. Terms of the Contract**

- a. Within sixty days of the signing of this agreement, either party may give the other written notice that it wishes to terminate for any reason, with full reimbursement of fees to the School District.
- b. This Agreement shall continue in existence until the occurrence of any of the following: either (1) the parties mutually agree that the school has successfully completed all YOP requirements and is eligible for consideration for full membership in the NAF Network, as defined under separate membership agreement; or (2) the parties mutually agree to terminate; or (3) either party gives the other written notice that it wishes to terminate, in which event the termination becomes effective on the last day of the semester in which the notice is given.
- c. Upon any termination of this agreement, the School District, and the NAF Academy program created hereunder, shall cease to be a member of Year of Planning Class within the NAF Network, and all rights of the School District to participate in or receive assistance or materials from NAF to access restricted areas of the NAF website and to use the name, logo, or other trademarks or service marks of NAF and the academies, shall also cease. Upon termination, all NAF/Academy Materials (including all copies of such materials) in the School District's possession shall, upon NAF's request, be returned to the NAF national headquarters. NAF/academy materials which are not requested to be returned to NAF shall be destroyed by the School District, and the School District shall confirm to NAF that all such materials have been destroyed. Upon termination, any and all rights of the School District to use, disclose to or distribute the NAF/academy materials to others, for any purpose whatsoever, in any form or format whatsoever, shall cease.



**V. EXECUTION**

The Undersigned have executed this agreement on the dates indicated opposite their signatures.

\_\_\_\_\_  
**Superintendent** (signature) (Print) (District) (Date)

A handwritten signature in black ink, appearing to read "JD Hoye", written over a horizontal line.

**President** (signature) JD Hoye (Print) NAF\_ (Organization) 8/25/16 (Date)

**Primary Contact Information:**

**Kristen Lower**  
Project Manager, Butte-Glenn Career Pathways Consortium Expansion (BGPCPC-X)  
Chico Unified School District  
1163 East 7<sup>th</sup> Street  
Chico, CA 95928  
klower@chicousd.org

**PROPOSAL/AGREEMENT FOR  
STATE SCHOOL FACILITY CONSULTING SERVICES**

for the

**CHICO UNIFIED SCHOOL DISTRICT  
-2016-17 Fiscal Year-**

Prepared by:

JM King Consulting, Inc.  
2901 35<sup>th</sup> St.  
Sacramento, California 95817  
(916) 254-7620



CONTENTS

CURRENT PROPOSAL.....	1
CONSULTING FEES.....	2

### **CURRENT PROPOSAL**

The planning, funding, and construction of school facilities involve many complex issues. Due to the frequent changes in State school facility legislation, it is time and cost effective to be represented by a consulting firm based in Sacramento that is experienced in the many aspects of school facility planning. JM King Consulting, Inc. has been working closely with CUSD staff in order to obtain State funding, both for modernization and new construction projects.

The CUSD has subsequently received over \$8 million dollars from the State School Building Program to assist in maximizing local bond dollars. In addition, current projects have been submitted for State funding which, when approved, will provide the District with an additional estimated \$10 million dollars for projects at Chico High School, Bidwell, Marsh, and Chico Junior High Schools.

In addition to an annual update to potentially fund more CUSD new construction projects, the District should update its modernization eligibility in order to capture funding at various schools for facility projects. JM King Consulting, Inc. will review all enrollment projection options and determine the most advantageous option for your District for new construction dollars; in addition JM King Consulting, Inc. will analyze, review and update all modernization eligibility in order to provide more State funding for facilities. With new and more complex State regulations being implemented for funding of projects, it is imperative that the District remain proactive in working to move projects forward for funding.

Our services include the following:

#### **Update New Construction and Modernization Eligibility and Applications**

1. Obtain from the District facilities and enrollment information required to determine the amount of new construction grant funding eligibility under the School Facility Program (SFP).
2. Research required residential development (tentative maps only) and obtain certification letters from planning department (City and/or County) (Education Code 17070.35 et seq).
3. Calculate new construction eligibility for all available scenarios provided for by the passage of Assembly Bill 1014. Review and analyze District data to support District applications for the maximum new construction eligibility and funding approval.

4. Prepare required enrollment and facilities reports for District review and approval to file with the Office of Public School Construction (OPSC) to seek approval of new construction eligibility. Prepare annual updated enrollment and facilities reports as needed or required.
5. Secure SAB approval of District's new construction eligibility.
6. Review and revise State Modernization grant funding applications for all sites to establish eligibility for funding, including analysis and update of all 20+ year old buildings site by site, permanent and portable classrooms and review new CBEDs enrollments in order to obtain new eligibility for increased funding.

*Modernization eligibility is site specific and can be used for solar energy projects, HVAC upgrades, other upgrades to any facility (restrooms, libraries, etc.) including "like for like" replacement of facilities.*

7. File applications with Office of Public School Construction (OPSC) to obtain approval.
8. Secure SAB approval of District's modernization eligibility for all sites in District.

### **CONSULTING FEES**

The District shall pay the Consultant at the rate of \$135 per hour for services outlined in this Agreement not to exceed 250 hours without prior written approval from the District. The Consultant will provide services as needed and requested by the District. Services will be documented and invoiced on a monthly basis.

The scope of the work necessary to complete the services listed in this Agreement is dependent on the availability and quality of the District's enrollment and facilities information and subject to SB 50 regulations.

### **ADDITIONAL CONSIDERATIONS**

The Consultant shall be reimbursed as follows:

1. Necessary visitations to the District by the Consultant will be reimbursed on an actual and necessary basis. Reimbursed visitations shall have prior approval from the District.

2. Reproduction of documents shall be the responsibility of the District. If the District chooses, the Consultant will provide duplicating services on an actual cost basis.
3. Telephone and any express mail expenses will be documented and reimbursed to the Consultant.
4. Application filing fees and other state required fees are the responsibility of the District.



Signature Page

This Agreement is between the Chico Unified School District and J.M. King Consulting, Inc.

\_\_\_\_\_  
Julie Kistle, Director  
Facilities & Construction  
Chico Unified School District

*Cheryl King*  
\_\_\_\_\_  
Cheryl King, CEO  
J.M. King Consulting, Inc.

\_\_\_\_\_  
Date

10-18-16  
\_\_\_\_\_  
Date

**AGENDA ITEM:** Update on Cash Projections

**Prepared by:** Kevin Bultema – Assistant Superintendent, Business Services

Consent

Board Date November 2, 2016

Information Only

Discussion/Action

**Background Information**

Due to the timing between revenue received and expenses paid, there are times when Chico Unified School District (CUSD) may need to borrow cash between funds to stay cash solvent in all funds.

An interfund borrowing resolution was passed by the Board at the September 21<sup>st</sup>, 2016 Board meeting.

**Educational Implications**

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

**Fiscal Implications**

At this point in time, CUSD anticipates the need to interfund borrow for the General Fund (Fund 01) from the Capital Facilities Fund (Fund 25). The interfund borrowing would occur at the very end of November and would be repaid at the beginning of December.

The General Fund will pay the Capital Facilities Fund (Fund 25) interest for the days when cash was temporarily borrowed.

**Recommendation**

N/A



**AGENDA ITEM:** Construction Project Delivery Methods & Options Discussion

**Prepared by:** Julia Kistle, Director Facilities & Construction

Consent

Board Date November 2, 2016

Information Only

Discussion/Action

**Background Information**

As the District enters into Phase III of the Facilities Master Plan, it is essential to revisit the project delivery methods available to choose from. In the past, the District has used primarily two delivery methods for building and modernizing its facilities; Lease-Leaseback and Design-Bid-Build. Tonight, we'd like to discuss the pros and cons and legal parameters of all the available options for our future projects.

<b>Project Delivery Methods – Available Options</b>
Design-Bid-Build
CM Multi-Prime
Lease-Leaseback
Design Build

**Educational Implications**

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

**Recommendation**

It is requested that the Board of Education authorize Facilities Staff to utilize all appropriate and legal delivery methods on a case by case basis.