CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Regular Session Meeting
Wednesday, March 25, 2009

City Council Chambers
421 Main Street
Chico, CA 95928

ADDENDUM

Add the following item to the Consent Calendar:

6. CONSENT CALENDAR
   6.2 EDUCATIONAL SERVICES
   9. Consider approval of the Consultant Agreement with Miller Brown Dannis Attorneys
      – John Yeh for Legal Advice

Remove the following items from the Discussion/Action Calendar:

7. DISCUSSION/ACTION CALENDAR
   7.1 EDUCATIONAL SERVICES
   1. Discussion/Action: K-6 Mathematics Textbook Recommendation (Carolyn Adkisson and Robert Preston)
   2. Discussion/Action: Grade 7-8 Mathematics Textbook Recommendation (Michael Morris)

Correct Item 7.2.1 to include Public Hearing in the description:

7. DISCUSSION/ACTION CALENDAR
   7.2 BUSINESS SERVICES
   1. Public Hearing/Discussion/Action: New Classroom Building at Chico High School – Initial Study Mitigated Negative Declaration (Michael Weissenborn)

Jann Reed, President
Board of Education
Chico Unified School District

Posted: March 23, 2009

:mm
PROPOSED AGENDA ITEM: Consultant Agreement for Legal Advice

Prepared by: Sara Simmons

_X_ Consent    Board Date: March 25, 2009
__ Information Only
__ Discussion/Action

Background Information

Education Code requirements are frequently changing and/or being updated. The law firm of Miller, Brown & Dannis has had extensive experience representing school districts, particularly in the area of charter school law, and has also worked closely with the California School Boards Association.

Education Implications

None

Fiscal Implications

While the General Fund will be impacted, this firm has extensive experience in issues dealing with education law.

Additional Information

None
CHICO UNIFIED SCHOOL DISTRICT
Business Services
1163 E. 7th Street, Chico, CA 95928
(530) 891-3000

CONSULTANT AGREEMENT

1. A completed BS10a. "Certificate of Independent Consultant Agreement" guideline is:
   [✓] On File (click to view)  [ ] Attached

2. A completed W9 "Request for Taxpayer Identification Number and Certification" form is:
   [✓] On File (click to view)  [ ] Attached
   This Agreement to furnish certain consulting services is made by and between Chico Unified School District and:
   Miller Brown Davis Attorneys - John Yeh
   Name:
   Address/POB: 71 Stevenson Street, Nineteenth Floor
   City, State, Zip Code: San Francisco, CA 94105
   Phone: 415-543-4111
   Taxpayer ID/SSN:
   This agreement will be in effect from 03/01/09 to 03/01/10
   Location(s) of Services: (site) District Office

3. Scope of Work to be performed: (attach separate sheet if necessary)
   Legal advice, including but not limited to, Charter Schools.

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

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

6. Account(s) to be Charged:

7. Is there an Impact to General Fund, Unrestricted funding? [✓] Yes  [ ] No

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

9. Additional Expenses:

10. Amounts of $5,001.00 or more require Board Approval: (date to Board)

consultant.agreement rev 09/08}
CONSULTANT TERMS AND CONDITIONS
(Applicable, unless determined to be Contract Employee – See B310a)

Consultant Name: ____________________________

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

2. Consultant shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page 1 of this Agreement.

3. In the performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.

4. If applicable, the Consultant will certify in writing, using Administration Form #5115.6, that criminal background checks have been completed as per Board Policy #5115.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.

5. Consultant agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Consultant's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Consultant, and/or the Consultant's employee or agents.

6. Consultant will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum $1,000,000 combined single limits of general liability and automobile coverage as required by the District.

7. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.

8. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become, applicable to Consultant, Consultant's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of each operation.

9. The District will determine whether the Consultant will be paid by vendor check as a Consultant or payroll check as a Contract Employee (with taxes withheld) by reviewing the completed Certificate of Independent Consultant Agreement (a blank sample may be viewed at http://www.cl.co/consultant-agreement.pdf). IRS publication SWR-40 and IRS Ruling 87-41 will assist the District in determining the payment method applied to this Consultant Agreement.

11. AGREED TO AND ACCEPTED (If determined to be a Contract Employee, a payroll check will be issued with applicable taxes withheld.):

   ____________________________  ____________________________
   (Signature of Consultant)      (Print Name)               (Date)
   ____________________________  ____________________________
   (Signature of District Administrator) (Print Name) (Date)

12. RECOMMENDED:

   ____________________________  ____________________________
   (Signature of District Administrator) (Print Name) (Date)

13. APPROVED:

   ____________________________  ____________________________
   (Signature of District Administrator, or (Print Name) (Date)
   Director of Categorical Programs)

   ☑ Consultant
   ☐ Contract Employee

   ____________________________  ____________________________
   (Signature of District Administrator, Business Services) (Print Name) (Date)

14. Authorization for Payment:

   CHECK REQUIRED (Invoice to accompany payment request):
   ☑ Partial Payment thru: ____________________________ (Date)
   ☑ Full or Final Payment

   DISPOSITION OF CHECK by Accounts Payable:
   (check released upon completion of service)
   ☑ Send to Site Administrator: ____________________________ (Date check required)
   ☐ Mail to Consultant

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

consultant-agreement rev 5/08 rev 2 8/2008