

CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Regular Meeting – June 24, 2015

Closed Session – 5:00 p.m.

Regular Session – 6:00 p.m.

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

ADDENDUM

PLEASE NOTE: The following two items have been added to the Consent Calendar:

7. CONSENT CALENDAR

7.3. BUSINESS SERVICES

- 7.3.3. Consider Approval of Measure E Phase II Technology Infrastructure Improvements / Marsh Junior High School Phase 2E Cabling Project
- 7.3.4. Consider Approval of Contract with Burke, Williams, & Sorensen, LLP for Legal Services

Posted: 06/22/15

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AGENDA ITEM: **Measure E Phase II Technology Infrastructure Improvements
Marsh Junior High School Phase 2E Cabling Project**

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

☒ Consent

Board Date June 24, 2015

☐ Information Only

☐ Discussion/Action

Background Information

On May 11, 2015, a Request for Proposals (RFP) was circulated for this project and bids were received on June 1, 2015. Three proposals were received and evaluated. The results are as follows:

KS Telecom	Base \$254,900.00	Add Alternate \$33,000.00	Total: \$287,900.00
Tec-Com	Base \$281,900.00	Add Alternate \$38,750.00	Total: \$320,650.00
3D Datacom	Base \$394,050.00	Add Alternate (included in base)	Total: \$394,050.00

Educational Implications

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

Fiscal Implications

Facilities Master Plan Projects identified by the Board of Education will be funded with Measure E Bond funds. The use of these funds may facilitate leverage to gain additional funding from the State of California.

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

Recommendation

It is recommended that the Board of Education authorize the Superintendent or designee to enter into a contract in accordance with Public Contract Code Section 20118.2 with KS Telecom in an amount not to exceed \$287,900.00.

AGENDA ITEM: Approval of Contract – Burke, Williams, & Sorensen, LLP

Prepared by: John Bohannon – Director, Categorical Programs

☒ Consent

Board Date June 24, 2015

☐ Information Only

☐ Discussion/Action

Background Information

Chico Unified School District (CUSD) has previously received and intends to continue receiving legal services from Burke, Williams, & Sorensen, LLP (Burke) in 2015-2016. Burke provides legal services as directed with respect to general business, legal, educational, and governance matters, including representation, advice, and counseling on charter school matters.

Educational Implications

N/A

Fiscal Implications

CUSD paid Burke, Williams, & Sorensen, LLP approximately \$9,152.00 in 2014-2015 for legal services.



BURKE, WILLIAMS & SORENSEN, LLP

1503 Grant Road - Suite 200
Mountain View, California 94040-3270
voice 650 327 2672 - fax 650 688 8333
www.bwslaw.com

7.3.4.
Page 2 of 9

Direct No.: 650.327.2672
Our File No.: 05862-0001
jyeh@bwslaw.com

June 18, 2015

VIA ELECTRONIC MAIL ONLY

kstaley@chicousd.org

Kelly Staley, Superintendent
Chico Unified School District
1163 East 7th Street
Chico, CA 95928-5999

Re: Agreement for Legal Services (2015-2016)
Chico Unified School District
Burke, Williams & Sorensen, LLP

Dear Superintendent Staley:

Burke, Williams & Sorensen, LLP (Burke) is privileged to continue serving the Chico Unified School District (District) for the 2015-2016 school year. Enclosed for review, board action, and signature is an original Legal Services Agreement for the 2015-2016 school year.

Formed in 1927, Burke, with nearly 100 attorneys in eight offices statewide, serves several hundred public agencies throughout California. Our depth uniquely situates us to partner with school district administrators and elected officials in navigating the complex landscape of education law while carrying out their challenging educational missions – always placing the best interests of the District first.

Our Education Law practice group provides comprehensive representation to public school districts in California. Our areas of specialty include labor and employment, litigation, real property, student issues, conflicts of interest, Brown Act and Public Records Act compliance, and charter school oversight. We represent a variety of school districts – from large urban unified school districts to smaller suburban elementary districts. We are sensitive to the unique legal issues facing school districts, and are experienced in navigating the unique culture of each district and its various constituents: parents, community, educators, elected officials, employees, advocates and, most importantly, students.

Burke clients receive regular updates on education law, as well as a complimentary copy of Burke's *Legal Trends*, an annual comprehensive update of public agency law.

Kelly Staley, Superintendent
Chico Unified School District
June 18, 2015
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The firm's rate will remain unchanged: \$220 an hour for associates, and \$255 an hour for partners.

Please contact us if you have any questions. We look forward to continuing to serve the District during the upcoming school year.

Very truly yours,

BURKE, WILLIAMS & SORENSEN, LLP


John R. Yeh

Enclosure: Legal Services Agreement (2015-2016)

Direct No.: 650.327.2672
Our File No.: 05862-0001
jyeh@bwslaw.com

June 18, 2015

VIA ELECTRONIC MAIL ONLY

kstaley@chicousd.org

Kelly Staley, Superintendent
Chico Unified School District
1163 East 7th Street
Chico, CA 95928-5999

Re: Agreement for Legal Services – 2015-2016
Chico Unified School District
Burke, Williams & Sorensen, LLP

Dear Superintendent Staley:

We are pleased to represent Chico Unified School District ("Client") with respect to the matters described in this Agreement. The following sets forth the terms pursuant to which Burke, Williams & Sorensen, LLP ("Burke") and Client agree that Burke will provide legal services to Client. The hallmark of any productive professional relationship is effective communication. We invite you to contact us at any time during or after our representation with regard to any questions you may have associated with our representation or the matters described herein.

1. CONDITIONS. The effective date of this Agreement will be July 1, 2015 through June 30, 2016. This Agreement shall remain in effect until terminated by either party in accordance with the terms contained herein or by mutual agreement of the parties.

2. SCOPE OF SERVICES. Client hires Burke to provide legal services as directed by the Superintendent, administrators, or the Board of Trustees with respect to its general business, legal, educational and governance matters, including representation, advice, and counseling on charter school matters. No representation outside of the services set forth herein shall be provided by Burke to Client. No representation of any directors, officers, employees, or any other persons or entities affiliated with Client shall be provided unless such representation is expressly included in this Agreement. Client will provide those legal services reasonably required to represent Client. Burke will take reasonable steps to keep Client informed of progress and to respond to all inquiries of Client. Services in any matter not described herein will require a separate written request from Client.

Kelly Staley, Superintendent
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3. CLIENT OBLIGATIONS. Client agrees to cooperate and be truthful with Burke, to keep Burke informed of any information or developments which may come to their attention, to abide by the terms of this Agreement, to pay Burke's bills on time, and to keep Burke advised of their current address, telephone number, and all other contact information. Client will assist Burke in providing necessary information and documents, and will appear when necessary at legal proceedings.

4. CONFLICTS OF INTEREST. Before accepting representation of Client, Burke has undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest or adversity of positions between Client and any other person or entity that would bar Burke from representing Client in general or in any of the specific matters listed herein. Burke has reviewed this issue in accordance with the Rules of Professional Conduct adopted in California. Burke believes that those rules, rather than the rules of any other jurisdiction, are applicable to Client's representation. Client's execution and return of the enclosed copy of this Agreement represents an express agreement to the applicability of the Rules of Professional Conduct adopted in California to any and all representation arising under this Agreement.

5. DISCLOSURE. Pursuant to the requirements of California Business & Professions Code Section 6148, Burke hereby discloses that it maintains professional errors and omissions insurance.

6. LEGAL FEES AND BILLING PRACTICES. Client agrees to pay by the hour at Burke's prevailing rates for all time spent on Client's matter(s) by Burke's legal personnel. Current hourly rates for Burke's legal personnel are set forth in Attachment A to this Agreement.

Burke's rates are subject to change on 30 days' written notice to Client. If Client declines to pay the increased rates, Burke will have the right to withdraw as attorney for Client.

Time will be billed in a minimum increment of one-tenth (.1) hour. The time charged will include the time Burke spends on telephone calls relating to Client's matter(s), including calls with Client, witnesses, opposing counsel, or court personnel. The legal personnel assigned to Client's matter(s) may confer among themselves about the matter(s), as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of Burke's legal personnel attends a meeting, court hearing, or other necessary proceeding, each will charge for the time spent for doing so. Burke will charge for waiting time in court and elsewhere and for travel time, both local and out of town, except as otherwise agreed to by Client and Burke.

Kelly Staley, Superintendent
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7. COSTS AND OTHER CHARGES.

(a) Costs and Expenses. Burke will incur various costs and expenses in performing legal services under this Agreement. In addition to Burke's hourly fees, Client agrees to pay for all costs, disbursements, and expenses associated with our legal representation of Client. These costs and expenses commonly include: service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees, and other similar items. Except for the items listed below, all costs and expenses will be charged at Burke's cost.

In-office photocopying (per page):	\$.20
In-office color photocopying (per document):	\$1.00
Facsimile charges (per document):	\$1.00

(b) Experts, Consultants, and Investigators. To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants, investigators, and outsourced support services. Client agrees to pay such fees and charges. Burke will select any expert witnesses, consultants, investigators, or support services to be hired only with the express consent of the Client, and Client will be informed of persons chosen and their charges.

Additionally, Client understands that if the matter proceeds to court action or arbitration, Client may be required to pay fees and/or costs to other parties in the action. Any such payment will be entirely the responsibility of Client.

8. BILLING STATEMENTS. Burke will send Client periodic statements for fees and costs incurred. Each statement will be payable within 30 days of its mailing date. Client may request a statement at intervals of less than 30 days. If Client so requests, Burke will provide one within 10 days. The statements shall include the amount, rate, basis of calculation, or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

9. DISCHARGE AND WITHDRAWAL. Client may discharge Burke at any time. Burke may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Burke's advice on a material matter, or any fact or circumstance that would render Burke's continuing representation of Client unlawful or unethical. When Burke's services conclude, all unpaid charges will immediately become due and payable by Client. Additionally, Burke will, upon Client's request, deliver all Client files and property in Burke's possession, whether or not Client has paid for all services.

Kelly Staley, Superintendent
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10. DOCUMENT RETENTION POLICY. Upon written request, Client is entitled to any files in Burke's possession relating to the legal services performed by Burke for Client, excluding Burke's internal accounting records and other documents not reasonably necessary to Client's representation, subject to Burke's right to make copies of any files withdrawn by Client. Once a matter is concluded, Burke will close the file, and Client will receive notice thereof. Client's physical files may be sent to storage offsite, and thereafter there may be an administrative cost for retrieving these materials from storage. Thus, it is recommended that Client request the return of a file at the conclusion of a matter. Under Burke's document retention policy, Burke normally destroys files five (5) years after a matter is closed, unless other arrangements are made with Client, or as otherwise required by law.

All Client-supplied materials and all attorney end product (referred to generally as "client material") are the property of Client. Attorney end product includes, for example, finalized contracts, pleadings, and trust documents. Attorney work product is the property of Burke. Attorney work product includes, for example, drafts, notes, internal memoranda and electronic files, and attorney representation and administration materials, including attorney-client correspondence and conflicts materials.

After the close of a matter, Burke will notify Client of any client materials that remain in Burke's possession. Client will be invited to retrieve these materials within 45 days of notice, or Client may direct Burke to forward the materials to Client, at Client's expense.

After the 45-day period, Burke will, consistent with all applicable rules of professional conduct, use its discretion as to the retention or destruction of all attorney work product and any client materials that remain in Burke's possession.

11. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement, and nothing in Burke's statements to Client, will be construed as a promise or guarantee regarding the outcome of the matter. Burke makes no such promises or guarantees. Burke's comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Burke shall not be a guarantee. Actual fees may vary from estimates given.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreements, statements, or promises made on or before the effective date of this Agreement, will be binding on the parties.

13. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.



Kelly Staley, Superintendent
Chico Unified School District
June 18, 2015
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14. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them, or an oral agreement only to the extent that the parties carry it out.

15. EFFECTIVE DATE. This Agreement will govern all legal services performed by Burke on behalf of Client commencing with the date Burke first performed legal services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Burke the reasonable value of any services Burke may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTAND THE FOREGOING TERMS, AND AGREE TO THEM AS OF THE DATE BURKE FIRST PROVIDED LEGAL SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT SHALL RECEIVE A FULLY-EXECUTED DUPLICATE OF THIS AGREEMENT.

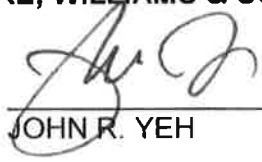
DATED: _____

CHICO UNIFIED SCHOOL DISTRICT

By: _____
KELLY STALEY, Superintendent

DATED: June 18, 2015

BURKE, WILLIAMS & SORENSEN, LLP

By:  _____
JOHN R. YEH

Kelly Staley, Superintendent
Chico Unified School District
June 18, 2015
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ATTACHMENT A

Rates for Attorneys and other timekeepers through June 30, 2016:

Shareholders:

John R. Yeh	\$255 / hour
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Associates:

Jaime L. Bodiford	\$220 / hour
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