

# ***Warner Unified School District***

*P.O. Box 8, 30951 Highway 79, Warner Springs, CA 92086*

*Phone (760) 782-3517 - FAX (760) 782-9117*



## **BOARD OF TRUSTEES MEETING**

### **REGULAR SESSION**

#### **AGENDA**

#### **MONDAY**

**December 14 , 2020**

**5:00 P.M.**

**LOCATION:** JoJoin Zoom Meeting

<https://zoom.us/j/3046344158?pwd=SlZvT2syEFRpOEh1bUw3YUM2Z1J6QT09>

Meeting ID: 304 634 4158

Passcode: 2s2gDxin Zoom Meeting ID:

#### **BOARD OF EDUCATION**

**JEANNEAN ROMBAL-PRESIDENT**

**MELISSA KROGH-VICE PRESIDENT**

**CAROLYN AUDIBERT-CLERK**

**PJ STONEBURNER-MEMBER**

**MELODY SEES-MEMBER**

**STUDENT MEMBER - None**

## Welcome to the Monthly Board of Trustees

### Meeting PUBLIC INPUT

Persons wishing to address the Board on any item except personnel are invited to do so at this time. In the interest of time and order, presentations from the public are limited to (3) minutes per topic. If you wish to speak, complete a blue card located at the sign-in desk and present it to the Secretary of the Board prior to the start of the meeting. When the Board President invites you to the podium, state your name, address, and organization before making your presentation. By law, complaints or charges against an employee are not permitted in an open meeting of the Board of Trustees.

In accordance with the Brown Act, unless an item has been placed on the published agenda, there shall be no action taken. The Board may 1) acknowledge receipt of the information; 2) refer to staff for further study; or 3) refer the matter to the next agenda.

### CONSENT AGENDA

All matters listed under Consent Agenda are those on which the Board has previously deliberated or which can be classified as routine items of business. An administrative recommendation on each item is contained in the agenda supplements. There will be no separate discussion on these items prior to the time the Board of Trustees votes on the motion unless members of the Board, staff, or public request specific items to be discussed or pulled from the Consent Agenda items.

### CLOSED SESSION

The Board will meet in Closed Session to consider qualified matters of litigation, employee negotiations, student discipline, employee grievances, personnel qualifications, or real estate negotiations which are timely.

### AMERICANS WITH DISABILITIES ACT

"In compliance with the Americans with Disabilities Act, if you need special assistance, disability-related modifications or accommodations, including auxiliary aids or services, in order to participate in the public meetings of the District's Governing Board, please contact the office of the District Superintendent at (760) 782-3517. Notification 72 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accommodation and accessibility to this meeting. Upon request, the District shall also make available this agenda and all other public records associated with this meeting in appropriate alternative formats for persons with a disability."

#### **A. CALL TO ORDER**

#### **B. ROLL CALL**

#### **C. FLAG SALUTE**

#### **D. ACCEPTANCE OF OPEN AGENDA**

#### **E. WELCOME-BOARD PRESIDENT**

#### **F. WINNER BY LOT** - To break the tie of two candidates who had equal number of votes in the November 2020 election. Those candidates are Gene Doxey and Terry Cox. Tie to be broken by coin toss. Candidates will choose which side of the coin they want and will inspect

the coin to confirm that it has two different sides. President Rombal will manage the toss. Winner of the toss will take their seat with the School Board, and following the Organizational Meeting, will be sworn in by the newly elected Board President.

**G. GENERAL BUSINESS - Board Business**

**1. Annual Reorganization with Election of Officers**

**DESCRIPTION:**

- a. Call for Nominations for President
- b. Election of President
- c. Call for Nominations for Vice President
- d. Election of Vice President
- e. Call for Nominations for Clerk
- f. Election of Clerk
- g. Adoption of Dates, Time and Place for 2021 Board Meetings. Meetings will typically be held on the second Tuesday of each month, with some exceptions given to holidays and the month of July, when there is no meeting.

Regular meetings will be held at Warner Elementary School, 30951 Highway 79, Warner Springs, California 92086 in the MultiPurpose Room (formerly the Elementary Library), and/or by Zoom at 6 pm.

**January 12, 2021**

**February 9, 2021**

**March 9, 2021**

**April 13, 2021**

**May 11, 2021**

**June 8, 2021**

**August 10, 2021**

**September 14, 2021**

**October 12, 2021**

**November 9, 2021**

**December 14, 2021**

RECOMMENDATION: It is recommended that the Governing Board conduct the annual reorganization with election of officers as described, as well as the adoption of dates, time and place for the 2021 Board Meetings.

**H. PUBLIC HEARINGS**

**I. APPROVAL OF MINUTES**

- 1. Minutes of Regular Board Meeting, November 10, 2020

**J. REPORTS**

- 1. STUDENT BODY REPRESENTATIVE
- 2. ASSOCIATION OF WARNER EDUCATORS

3. CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION

4. PARENT TEACHER COMMUNITY CLUB

5. SUPERINTENDENT'S REPORT

i. RECOGNITION:

Student : Arlo Radford

Staff : Edwin Martinez

ii. DISTRICT BRIEFING

iii. CHARTERS - Kevin Ogden

iv. INDIAN ADVISORY COMMITTEE

6. BUSINESS MANAGER'S REPORT - First Interim Report

7. BOARD REPORT

**K. PUBLIC HEARINGS-HEARING OF PUBLIC ON NON-AGENDA ITEMS**

Non-agenda items: No individual presentation shall be for more than three (3) minutes, and the total time for this purpose shall not exceed thirty (30) minutes. If you have comments, please submit your request to be heard card prior to this section being discussed. No Governing Board action can be taken on items that are not on the agenda.

**L. SPECIAL PRESENTATION**

**M. ACTION ITEMS**

1. Consider approval of the contract with Ninjo & Moore Geotechnical & Environmental Sciences Company.
2. Consider approval of the appointment of Melissa Krogh to serve as the School Board's representative to the California School Boards Association's Delegate Assembly.
3. Consider approval of the First Interim Report.

**N. CONSENT AGENDA**

All matters listed on the Consent Agenda are considered by the Board to be routine and will be enacted by the Board in one motion in the form listed below. Superintendent/Principal recommends approval of all Consent Agenda Items.

1. Commercial Warrants
2. Purchase Orders
3. Independent Contractor Agreement with Melissa Rizzo, Parent of off-site Student.

**O. FIRST READING AND APPROVAL OF GOVERNING BOARD POLICIES, NEW ADMINISTRATIVE**

**REGULATIONS, AND EXHIBITS.** None

## P. INFORMATION ITEMS AND DISCUSSION

### 1. District Enrollment 2020-2021:

Preschool	August	September	October	November	December
	4	9	9	12	12
January	February	March	April	May	June

Class	August	September	October	November	December
Elementary	118	124	118	118	121
Middle School	33	35	35	35	35
High School	58	56	55	57	58
Total	209	215	208	210	214

Class	January	February	March	April	May
Elementary					
Middle School					
High School					
Total					

Class	June
Elementary	
Middle School	
High School	
Total	

### 2. Inter-District Attendance Permits: None

- i. New In – 0
- ii. New Out – 0
- iii. Renew In – 0
- iv. Renew out - 0

### 3. Williams Complaints: 0

### 4. Activities Calendar: December Calendar

## Q. BOARD COMMUNICATION

**R. RECESS TO CLOSED SESSION**

**S. CALL TO ORDER**

**T. ROLL CALL**

**U. ACCEPTANCE OF CLOSED SESSION AGENDA**

**V. CLOSED SESSION**

1. PERSONNEL MATTERS - The Governing Board will recess to closed session to consider personnel matters pursuant to Government Code Section 54957, 54957(b)(1), and 54957.6.
2. CONFERENCE WITH LABOR NEGOTIATORS(Gov. Code section 54957.6) Represented  
Employees: CSEA, AWE. Agency Negotiators: David MacLeod and Andrea Sissons.

**W. RECONVENE TO OPEN/ REGULAR SESSION**

**X. REPORT OF ACTION TAKEN IN CLOSED SESSION**

**Y. ANNOUNCEMENT OF NEXT MEETING AND ADJOURNMENT**

January 12, 2021

## Organizational Meeting

### G. GENERAL BUSINESS - Board Business

#### 1. Annual Reorganization with Election of Officers

##### DESCRIPTION:

- a. Call for Nominations for President
- b. Election of President
- c. Call for Nominations for Vice President
- d. Election of Vice President
- e. Call for Nominations for Clerk
- f. Election of Clerk
- g. Adoption of Dates, Time and Place for 2021 Board Meetings. Meetings will typically be held on the second Tuesday of each month, with some exceptions given to holidays and the month of July, when there is no meeting.  
Regular meetings will be held at Warner Elementary School, 30951 Highway 79, Warner Springs, California 92086 in the MultiPurpose Room (formerly the Elementary Library), and/or by Zoom at 6 pm.

**January 12, 2021**

**February 9, 2021**

**March 9, 2021**

**April 13, 2021**

**May 11, 2021**

**June 8, 2021**

**August 10, 2021**

**September 14, 2021**

**October 12, 2021**

**November 9, 2021**

**December 14, 2021**

RECOMMENDATION: It is recommended that the Governing Board conduct the annual reorganization with election of officers as described, as well as the adoption of dates, time and place for the 2020 Board Meetings.

**OATH OF OFFICE**

(Government Code Sections 1360-1363, inclusive, 3105  
California Constitution, Article 20, Sec. 3)

Member, Governing Board

Warner USD  
District

I, Melissa Krogh, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

M. Krogh  
Signed

27027 Chihuahua Valley Rd, Warner Springs, CA 92086  
Address

Subscribed and sworn to before me this 14th day of December, 20 20

ORIGINAL: Recorder/Clerk Supervisor  
P.O. Box 121750  
San Diego, CA 92112-1750

Jeanne Rombal  
Signature of person administering oath

COPY: Clerk, Governing Board



**OATH OF OFFICE**

(Government Code Sections 1360-1363, inclusive, 3105  
California Constitution, Article 20, Sec. 3)

Member, Governing Board

Warner USD

District

I, Melody Sees, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Melody Sees

Signed

P.O. Box 233, Warner Springs, CA 92086

Address

Subscribed and sworn to before me this 14th day of December, 20 20

ORIGINAL: Recorder/Clerk Supervisor  
P.O. Box 121750  
San Diego, CA 92112-1750

Jeannean Rombl  
Signature of person administering oath

COPY: Clerk, Governing Board

**OATH OF OFFICE**

(Government Code Sections 1360-1363, inclusive, 3105  
California Constitution, Article 20, Sec. 3)

Member, Governing Board

Warner USD  
District

I, Gene Doxey, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Gene Doxey  
Signed

P.O. Box 154 Warner Springs Ca 92086  
Address

Subscribed and sworn to before me this 14th day of Dec., 20 20

ORIGINAL: Recorder/Clerk Supervisor  
P.O. Box 121750  
San Diego, CA 92112-1750

Jannean Rontal  
Signature of person administering oath

COPY: Clerk, Governing Board

## **Minutes**

Regular Meeting, November 10, 2020

**WARNER UNIFIED SCHOOL DISTRICT**  
**MINUTES OF REGULAR MEETING OF THE GOVERNING BOARD**

**November 10, 2020**

- A. CLOSED SESSION - [ With Superintendent at 5pm]**
- B. CALL TO ORDER:** The meeting was called to order at 5pm by Jeannean Rombal, President of the Governing Board.
- C. ROLL CALL:** Members present: Rombal, Krogh, Stoneburner, Audibert, Sees. Absent: None.
- D. ACCEPTANCE OF CLOSED SESSION AGENDA:** Passed by unanimous vote, (5-0).
- E. CLOSED SESSION**
1. PERSONNEL MATTERS- The Governing Board will recess to closed session to consider personnel matters pursuant to Government Code Section 54957, 54957(b)(1), and 54957.6.
  2. Conference with Labor Negotiators(Gov. Code section 54957.6) Represented Employees: CSEA  
AWE. Agency Negotiators: David MacLeod and Andrea Sissons.
- F. CONVENE TO OPEN/REGULAR SESSION [Zoom meeting at 6pm]**
- G. CALL TO ORDER:** The meeting was called to order at 6:06 pm by Jeannean Rombal, President of the Governing Board.
- H. ROLL CALL:** Members present:Audibert, Krogh, Rombal, Stoneburner and Sees . Absent: None  
**EMPLOYEES PRESENT:** MacLeod, Sissons and Hill.  
**VISITORS:** Tiffany Lenfers, Sabrina Finn, Karla Willis, Chermaine Osuna, Kelcy Sutton, Jan Krasowski, Michelle Mahood, Bob Krasowski, Julia Grigorian, Ricardo Lara, Ponciano Castellano, Cleogirl and iPhone.
- I. FLAG SALUTE**
- J. ACCEPTANCE OF OPEN AGENDA:** Motion to accept Open Agenda passed by unanimous vote, (5-0).
- K. WELCOME- BOARD PRESIDENT:**Jeannean Rombal
- L. GENERAL BUSINESS**
- M. PUBLIC HEARINGS:** 1. IAC - Title VI Funding. 2. Learning Continuity and Attendance Plan (LCP)
- N. APPROVAL OF MINUTES:** Motion passed by unanimous vote,(5-0).  
1. Minutes of the Regular Board meeting, October 13, 2020.
- O. REPORTS**
- 1 Student Body Representative: N/A
  2. Association of Warner Educators: Tiffany Lenfers said that ASB recently provided coffee and donuts to teachers.
  3. California School Employees Association: Sabrina Finn was present, but didn't have anything to report.
  4. Parent Teacher Community Club: President Rombal said that Trunk and Treat was a success.
  5. Superintendent's Report:
    - i. **RECOGNITION:** Student of the month was Brody Sulser and Employee of the month was Azalia King and Carla Holt.
    - ii. **DISTRICT BRIEFING:** Jr./Sr. High were back on campus for those students attending in person. There were Charter updates in folders to be shared with Board members. Superintendent MacLeod announced that the next IAC meeting will be held on January 5th at 3pm.
    - iii. **CHARTERS:** N/A
    - iv. **INDIAN ADVISORY COMMITTEE:** IAC met in November and had their organizational meeting. Ponciano Castellano is the IAC Board President. They reviewed the updated IAC policies and procedures and were happy with it as is.
  6. **BUSINESS MANAGER'S REPORT:** Andrea Sissons said that she is working on the 1st Interim Report.
  7. **BOARD REPORT:** PJ Stoneburner said his family had fun at the Trunk and Treat event for Halloween. Vice President Krogh didn't have anything to report. Member Sees said she only gets PTCC intelligence on Messenger, and is concerned about whether or not the information is getting to the public. President Rombal thanked Carolyn Audibert for her 4 years of service on the School Board as Mrs. Audibert was not re-elected. She also congratulated Melissa Krogh and Melody Sees on their reelection to the Board.
- P. PUBLIC HEARINGS-HEARING OF PUBLIC ON NON - AGENDA ITEMS:** None
- Q. SPECIAL PRESENTATION:** None

**R. ACTION ITEMS:**

1. Consider approval of the employment of (TBD) as the fourth grade teacher, pending pre-employment screening. A motion was made by Melissa Krogh to strike this action item. Motion passed by unanimous vote, (5-0).
2. Consider approval of the employment of Leticia Keane as the Preschool Teacher, pending pre-employment screening. Motion passed by unanimous vote, (5-0).
3. Consider approval of the employment of Verdena Knoke as a full time Instructional Aide, pending pre-employment screening. Motion passed by unanimous vote, (5-0).
4. Consider approval of the employment of Teresa Padilla as a full time Instructional Aide, pending pre-employment screening. Motion passed by unanimous vote, (5-0).
5. Consider approval of Indian Education Policies and Procedures for the 2020-2021 school year. Motion passed by unanimous vote, (5-0). Request to amend policy as it relates to policy 5135. Motion passes by unanimous vote, (5-0).
6. Discussion and possible action regarding the Learning Continuity and Attendance Plan. Vice President Krogh motioned and member Audibert second. Motion passed by unanimous vote, (5-0).
7. Consider approval of the Independent Contractor Agreement with Merit J. Whitney, School Bus Instructor. Motion passed by a vote of 4-1. Member Sees voted Nay.
8. Consider approval of the Independent Contractor Agreement with Nancy Sedgwick, Consultant. Motion passed by unanimous vote, (5-0).
9. Consider approval of Resolution No. 2020-2021-003, Resolution for Employee Early Retirement Program 2021. Motion passed by unanimous vote, (5-0)..
10. Discussion and action to change the date of the December school Board meeting to accommodate the Annual Organizational Meeting and First Interim and Budget Overview for parents. Following a discussion, it was decided that December's Board meeting would be held on Monday, December 14, 2020 at 5pm, with a closed session to follow. Motion passed by unanimous vote, (5-0).

**S. CONSENT AGENDA**

All matters listed on the Consent Agenda are considered by the Board to be routine and will be enacted by the Board in one motion in the form listed below. Superintendent/Principal recommends approval of all Consent Agenda items. Motion passed by unanimous vote, (5-0).

1. Commercial Warrants
2. Purchase Orders
3. Sunshine Stone to work as a classified substitute pending pre-employment screening.
4. Amendment #1 to Agreement No. 20210387 between San Diego County Superintendent of Schools ("County"), and Warner Unified School District ("Provider"), regarding CSPP Quality Site Block Grant.
5. K12 Strong Workforce Program Participation Agreement Career Technical Education (CTE). (Round 2).
6. Agreement for Student Transportation Services Between San Diego County School Districts July 1, 2020 - June 30, 2022.
7. School Districts of San Diego County Interdistrict Attendance Agreement.

- T. SECOND READING OF GOVERNING BOARD POLICIES, NEW ADMINISTRATIVE REGULATIONS, AND EXHIBITS.** Vice President Krogh said it is the responsibility of the Executive Secretary to rewrite changes into the School Board Policies, which were missing from the agenda. Motion was passed by unanimous vote, (5-0) to approve 2nd reading.

**MAY**

**Policy** - BP0430, AR0430, BP1312.3, AR1312.3, E(1) 1312.3, E(2) 1312.3, AR 1312.4, E(3) 1312.4, E(4) 1312.4, BP 1340, AR 1340, AR 3231, BP 4112.9, BP 4212.9, BP 4312.9, E 4112.9, E 4212.9, E 4312.9, BP 4113, AR 4113, BP 4119.42, BP 4219.42, BP 4319.42, AR 4119.42, AR 4219.42, AR 4319.42, E 4119.42, E4219.42, E 4319.42, BP 4119.43, BP 4219.43, BP 4319.43, AR 4119.43, AR

4219.43, AR 4319.43, BP 4151, BP 4251, BP 4351, BP 5141.5, BP 5145.3, AR 5145.3, BP 6020,  
AR 6020, BP 6115, AR 6115, AR 6173.4

## JULY

**Policy** - BP 3555, E 3555, AR 4030, BP 4119.11, BP 4219.11, BP 4319.11, AR 4119.11, AR 4219.11, AR 4319.11, AR 4119.12, AR 4219.12, AR 4319.12, BP 5141.22, AR 5141.22, AR 5145.3, BP 5145.6, E 5145.6, BP 5145.7, AR 5145.7, AR 5145.71, BP 6142.7, AR 6142.7, BP 6159, AR 6159, BP 6159.1, AR 6159.1, BP 6159.2, AR 6159.

### U. INFORMATION ITEMS AND DISCUSSION:

#### 1. DISTRICT ENROLLMENT 2020 – 2021

Preschool	August	September	October	November	December
	4	12	9		
January	February	March	April	May	June

Class	August	September	October	November	December
Elementary	118	124	118	118	
Middle School	33	35	35	35	
High School	58	56	55	57	
Total	209	215	208	210	

Class	January	February	March	April	May
Elementary					
Middle School					
High School					
Total					

Class	June
Elementary	
Middle School	
High School	
Total	

**2. Inter-District Attendance Permits:** None

- i. New In - 0
- ii. New Out - 1
- iii. Renew In - 0
- iv. Renew Out - 0

**3. Williams Complaints:** None

**4. Activities Calendar:** November calendar

**V. BOARD COMMUNICATION:** President Rombal asked Member Melody Sees if she would be willing to attend Board meetings in person. Member Sees said she would, only if she had to. President Rombal told her she would love to swear her into office in person at the Organizational Meeting.

**W. ANNOUNCEMENT OF NEXT MEETING AND ADJOURNMENT:** Next meeting to be held December 14, 2020 at 5pm.  
The meeting adjourned at 7:22pm.

  
Secretary of the Governing Board

  
Clerk

## ACTION ITEM

1

- TOPIC:** Consider approval of the contract with Ninyo & Moore Geotechnical & Environmental Sciences Company.
- DESCRIPTION:** To provide special inspection and material testing services during the metal fabrication at the Arizona shop location and provide geotechnical and special inspection during construction at the Warner Unified School District Photovoltaic Solar Project per the attached proposal dated October 29, 2020.
- FISCAL IMPACT:** Total not to exceed Authorization - \$19,630.00
- RECOMMENDATION:** Recommend approval.





October 29, 2020  
Proposal No. 109119000

Mr. Eric Berg  
San Diego County Office of Education  
6401 Linda Vista Road, Room 506  
San Diego, California 92111

Subject: Proposal for Geotechnical, Special Inspection, and Materials Testing Services  
Warner Elementary School – 127.60 kW (DC) Photovoltaic (PV) System  
30951 CA-79  
Warner Springs, California  
DSA Application No. 04-119363

Dear Mr. Berg:

In accordance with your request, we are pleased to submit this proposal to provide geotechnical observation, special inspection, and materials testing services during construction of the photovoltaic (PV) array structures located at the Warner Elementary School campus in Warner Springs, California. Based on our review of the provided project plans, we understand that the project will include the construction of two approximately 59½-foot by 34-foot solar array structures and one approximately 72½-foot by 40-foot solar array structure. The solar array structures will be constructed of steel columns and a steel canopy to provide support for the solar arrays. Foundational support is anticipated to be provided by 32-inch diameter cast-in-place concrete piers. Additional improvements are not anticipated to be performed during this project.

Our estimated fee and scope of services were prepared based on our review of the Division of the State Architect (DSA) Form 103 and the project plans with a DSA approval stamp date of September 17, 2020. This proposal was also prepared without the benefit of a project geotechnical report and a project construction schedule. After the formulation of a project schedule, our hours and fee may be re-evaluated.

## PROPOSED SCOPE OF SERVICES

We propose to provide geotechnical observation, special inspection, and materials testing services for the subject project. We anticipate that our scope of services for this project are to include the following:

- Attending preconstruction and site meetings, as requested.
- Performing continuous geologic/engineering field services during drilling operations to evaluate the suitability of the pier foundation excavations.
- Performing sampling and tagging of reinforcing steel at the supplier's facility. Per the DSA Interpretation of Regulations Document IR 17-10, samples of the reinforcing steel will be obtained from bundles or coils identified by the manufacturer's mill certificate and returned to laboratory for conformance testing. After laboratory testing, the fabricated reinforcing steel will be tagged for shipment to the site. This will result in two trips to the fabricator for each shipment of steel. It is anticipated that the supplier's facility will be located within the County of San Diego.
- Reviewing structural concrete design submittals.
- Performing batch plant inspection during the production of structural concrete.
- Sampling at the site during placement of structural concrete. Our American Concrete Institute (ACI) technician will sample the fresh material and measure its temperature, slump, and air content, as well as cast one set of five concrete cylinders for every 50 cubic yards, or fraction thereof, placed each day.
- Performing special inspection by our certified inspector during the shop fabrication of structural steel components. Welding inspection will include review of the project plans and shop drawings, welding procedures, welder qualifications, proper fit-up, preheat, weld length, and weld quality. It is anticipated that the shop fabrication will be performed by Powers Steel & Wire at their fabrication facility located in Phoenix, Arizona.
- Performing special inspection of the high strength bolting installation. Inspection of high strength bolting will include review of mill certificates, verification of bearing surfaces, alignment, tightening, and testing by specified methods for connection type.
- Sampling of high strength bolt assemblies for conformance testing.
- Performing laboratory material conformance testing at our in-house laboratory of reinforcing steel, high strength bolt assemblies, and structural concrete.
- Engineering consultation and project management, including distribution of test reports and Final Verified Reports.
- Reviewing for and preparing Laboratory Verified Reports (DSA 291) and Geotechnical Verified Reports (DSA 293) for submittal to the Project Inspector, project team, and DSA as required for proper DSA 152 closeout.

## ASSUMPTIONS

Our fee estimate is based upon the following assumptions:

- We assume that our services will be coordinated and scheduled, as needed, by the Project Inspector or the client's designated representative.
- The project is subject to San Diego's Prevailing Wage Determination year 2020-2D.

- Work will be performed during normal business days (Monday through Friday) and during normal business hours.
- Solar array carports will be founded on drilled pier foundations.
- Inverters will be mounted on the solar array carports and will not be ground-mounted on spread footings.

## FEE ESTIMATE

The fee estimate for our geotechnical observation, special inspection, and materials testing services described above will be provided on a time-and-expense basis accrued in accordance with the attached Schedule of Fees. We estimate that the fees for the services described above will be approximately \$19,630 (Nineteen Thousand Six Hundred Thirty Dollars). A breakdown of this fee is presented in the attached Table 1.

Estimated costs are based on our assumptions of the anticipated services. It should be noted, that the performance of the subcontractors can substantially affect the duration of our services. Requested engineering, special inspection, and field and laboratory testing not within the specified scope of services or in excess of those presented in Table 1 will be provided, based on time and materials, in accordance with our current schedule of fees with the District. Our fee does not include time to review drawings, preparation of construction specifications, meetings and other activities requested that are not presented in our estimated fee breakdown.

We look forward to working with you on this project. If you are in agreement with this proposal, please forward us your contract documents for execution.

Respectfully submitted,  
NINYO & MOORE

  
Jeremiah J. Harrington, EIT  
Senior Staff Engineer

  
Jeffrey T. Kent, PE, GE  
Principal Engineer

JH/JTK/gg

Attachments: Table 1 – Breakdown of Estimated Fee  
Schedule of Fees

Distribution: (1) Addressee (via e-mail)



**EXHIBIT A**  
**Work Authorization Form**

<b>Firm</b>	<b>NINYO &amp; MOORE GEOTECHNICAL &amp; ENVIRONMENTAL SCIENCES COMPANY</b>	<b>Work Authorization Number</b>	<b>01</b>
<b>Attn:</b>	Jeffrey Kent	<b>Contract #</b>	20210580
<b>Requestor</b>	Eric Berg	<b>Date Requested</b>	11/19/20
<b>Due By</b>	11/30/20	<b>Deliverables (Y/N)</b>	Y

**TASKS/DELIVERABLES**

<b>Tasks Required/Deliverables</b>	<b>Due Dates</b>
To provide special inspection and material testing services during the metal fabrication at the Arizona shop location and provide geotechnical and special inspection during construction at the Warner Unified School District Photovoltaic Solar Project per the attached proposal dated October 29, 2020.	Duration of Project
Provide all close out documents required per DSA project plans and specifications A# 04-119363 and DSA Form 103.	Within 1 month of Project Completion

**Cost/Payment Schedule**

<b>Task</b>	<b>Authorized Estimated Cost</b>
1. Field Services	\$16,760.00
2. Laboratory Analyses	\$950.00
3. Project Management	\$1,920.00

**TOTAL NOT-TO-EXCEED AUTHORIZATION**

\$19,630.00

### Request Details

Send invoices to Andrea Sissons @ [andrea.sissons@warnerusd.net](mailto:andrea.sissons@warnerusd.net)

Further details included in the attached proposal.

Coordinate work with District Representative and/or Eric Berg – Project Manager  
(858) 295-6896 [eric.berg@sdcoe.net](mailto:eric.berg@sdcoe.net)

Agreement to Perform by: \_\_\_\_\_

Date: 11/20/2020

Print Name: Jeffrey T. Kent, PE, GE 2817

Authorized to Proceed by: \_\_\_\_\_

Date: 12/7/2020

Print Name: Andrea Sissons (CBO)

Table 1 – Breakdown of Estimated Fee				
<b>Field Services</b>				
Senior Staff Engineer/Geologist	16 hours @	\$141.00 /hour	\$	2,256.00
Field/Laboratory Technician - Tagging and Sample	4 hours @	\$98.00 /hour	\$	392.00
Concrete/Asphalt Batch Plant Inspector	12 hours @	\$98.00 /hour	\$	1,176.00
ACI Concrete Technician	12 hours @	\$98.00 /hour	\$	1,176.00
Structural Steel/Welding/Bolting, Special Inspector, Shop	80 hours @	\$98.00 /hour	\$	7,840.00
Structural Steel/Welding/Bolting, Special Inspector, Field	40 hours @	\$98.00 /hour	\$	3,920.00
<b>Subtotal</b>			<b>\$</b>	<b>16,760.00</b>
<b>Laboratory Analyses</b>				
Reinforcing Tensile or Bend up to No. 11	4 tests @	\$75.00 /test	\$	300.00
High Strength Bolt, Nut & Washer Conformance	2 tests @	\$150.00 /test	\$	300.00
Compression Tests, 6x12 Cylinder	10 tests @	\$35.00 /test	\$	350.00
<b>Subtotal</b>			<b>\$</b>	<b>950.00</b>
<b>Project Management, Technical Support, and Report Preparation</b>				
Principal Engineer/Geologist	4 hours @	\$168.00 /hour	\$	672.00
Project Engineer/Geologist	8 hours @	\$156.00 /hour	\$	1,248.00
<b>Subtotal</b>			<b>\$</b>	<b>1,920.00</b>
<b>TOTAL ESTIMATED FEE</b>			<b>\$</b>	<b>19,630.00</b>

## Schedule of Fees

### Hourly Charges for Personnel

#### Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	\$ 168
Senior Engineer/Geologist/Environmental Scientist	\$ 164
Senior Project Engineer/Geologist/Environmental Scientist	\$ 160
Project Engineer/Geologist/Environmental Scientist	\$ 156
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 141
Staff Engineer/Geologist/Environmental Scientist	\$ 128
GIS Analyst	\$ 114
Technical Illustrator/CAD Operator	\$ 86

#### Field Staff

Field Operations Manager	\$ 112
Nondestructive Examination Technician (UT, MT, LP)	\$ 101
Supervisory Technician	\$ 98
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	\$ 98
Senior Technician	\$ 98
Technician	\$ 98

#### Administrative Staff

Information Specialist	\$ 73
Geotechnical/Environmental/Laboratory Assistant	\$ 73
Data Processor	\$ 64

### Other Charges

Concrete Coring Equipment (includes technician)	\$ 160/hr
Anchor Load Test Equipment (includes technician)	\$ 105/hr
Field Vehicle	\$ 15/hr
Direct Expenses	Cost plus 15 %
Special equipment charges will be provided upon request.	

### Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday and Sunday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.



## Schedule of Fees for Laboratory Testing

### SOILS

Atterberg Limits, D 4318, CT 204	\$ 170
California Bearing Ratio (CBR), D 1883	\$ 550
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation, Hydro-Collapse only, D 2435	\$ 150
Consolidation - Time Rate, D 2435, CT 219	\$ 200
Direct Shear - Remolded, D 3080	\$ 350
Direct Shear - Undisturbed, D 3080	\$ 300
Durability Index, CT 229	\$ 175
Expansion Index, D 4829, IBC 18-3	\$ 190
Expansion Potential (Method A), D 4546	\$ 170
Geofabric Tensile and Elongation Test, D 4632	\$ 200
Hydraulic Conductivity, D 5084	\$ 350
Hydrometer Analysis, D 422, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 300
pH and Resistivity, CT 643	\$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	\$ 220
Proctor Density with Rock Correction D 1557	\$ 340
R-value, D 2844, CT 301	\$ 375
Sand Equivalent, D 2419, CT 217	\$ 125
Sieve Analysis, D 422, CT 202	\$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 925
Triaxial Shear, C.D., D 4767, T 297	\$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ 350
Triaxial Shear, U.U., D 2850	\$ 250
Unconfined Compression, D 2166, T 208	\$ 180

### MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	\$ 70
Brick Compression Test, C 67	\$ 55
Brick Efflorescence, C 67	\$ 55
Brick Modulus of Rupture, C 67	\$ 50
Brick Moisture as received, C 67	\$ 45
Brick Saturation Coefficient, C 67	\$ 60
Concrete Block Compression Test, 8x8x16, C 140	\$ 70
Concrete Block Conformance Package, C 90	\$ 500
Concrete Block Linear Shrinkage, C 426	\$ 200
Concrete Block Unit Weight and Absorption, C 140	\$ 70
Cores, Compression or Shear Bond, CA Code	\$ 70
Masonry Grout, 3x3x6 prism compression, C 39	\$ 45
Masonry Mortar, 2x4 cylinder compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 200

### REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, LBC 7-6	\$ 90
Hardness Test, Rockwell, A 370	\$ 60
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 175
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 75
Structural Steel Tensile Test Up to 200,000 lbs., A 370	\$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80

### CONCRETE

Compression Tests, 6x12 Cylinder, C 39	\$ 35
Concrete Mix Design Review, Job Spec	\$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 850
Concrete Cores, Compression (excludes sampling), C 42	\$ 120
Drying Shrinkage, C 157	\$ 400
Flexural Test, C 78	\$ 85
Flexural Test, C 293	\$ 85
Flexural Test, CT 523	\$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Lightweight Concrete Fill, Compression, C 495	\$ 80
Petrographic Analysis, C 856	\$ 2,000
Restrained Expansion of Shrinkage Compensation	\$ 450
Splitting Tensile Strength, C 496	\$ 100
3x6 Grout, (CLSM), C 39	\$ 55
2x2x2 Non-Shrink Grout, C 109	\$ 55

### ASPHALT

Air Voids, T 269	\$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	\$ 4,500
Asphalt Mix Design Review, Job Spec	\$ 180
Dust Proportioning, CT LP-4	\$ 85
Extraction, %Asphalt including Gradation, D 2172, CT 382	\$ 250
Extraction, %Asphalt without Gradation, D 2172, CT 382	\$ 150
Film Stripping, CT 302	\$ 120
Hveem Stability and Unit Weight D 1580, T 246, CT 366	\$ 225
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 4,900
Superpave, Gyrotory Unit Wt, T 312	\$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 90
Voids filled with Asphalt, (VFA) CT LP-3	\$ 90
Wax Density, D 1188	\$ 140

### AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 180
Cleanliness Value, CT 227	\$ 180
Crushed Particles, CT 205	\$ 175
Durability, Coarse or Fine, CT 229	\$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particles, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 90
Organic Impurities, C 40	\$ 80
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 475
Sand Equivalent, T 176, CT 217	\$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 145
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 175

### ROOFING

Roofing Tile Absorption, (set of 5), C 67	\$ 250
Roofing Tile Strength Test, (set of 5), C 67	\$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.  
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.



**TOPIC:** Consider approval of the appointment of Melissa Krogh to serve as the School Board's representative to the California School Boards Association's Delegate Assembly.

**DESCRIPTION:** Each year, member Boards elect representatives to the California School Boards Association's Delegate Assembly. Part of the Association's governance, the Delegate Assembly sets the general policy direction and promotes the interests of California's school districts and county offices of education. This is a two year term beginning April 1, 2021 through March 31, 2023. Per Board Bylaw 9140, unless specifically authorized by the Board to act on its behalf, the committee shall act in an advisory capacity.

**FISCAL IMPACT:** N/A

**RECOMMENDATION:** Recommend approval.



October 29, 2020

**TIME SENSITIVE - REQUIRES BOARD ACTION**  
**DEADLINE: Thursday, January 7, 2021**

**MEMORANDUM**

To: CSBA Member District Boards  
From: Xilonin Cruz-Gonzalez, President  
Re: Call for Nominations to CSBA's Delegate Assembly

Each year, member boards elect representatives to the California School Boards Association's Delegate Assembly. The Delegate Assembly is a vital link in the Association's governance and sets the general policy direction. Working with member boards, the Board of Directors, Executive Committee, and Delegates ensure the Association promotes the interests of California's school districts and county offices of education. Delegates with terms that end in 2021 are up for election. Ballots for the Delegate Assembly election will be sent to each member board within the region or subregion by February 1, 2021. Delegates elected in 2021 will serve a two-year term beginning April 1, 2021 through March 31, 2023. There are two required Delegate Assembly meetings each year; in 2021, the dates are May 15-16 and November 30 - December 1.

Nominations and biographical sketch forms for CSBA's Delegate Assembly are being accepted until Thursday, **January 7, 2021**. The nomination process is as follows:

- CSBA member boards are eligible to nominate board members within their own geographical region or subregion. For region number, see "CSBA REGION INDEX FOR DISTRICTS & COES" document.
- Member Boards eligible to appoint a member of their board to the Delegate Assembly may also nominate board members to run for election to the Delegate Assembly.
- Boards eligible to appoint must do so by January 7, 2021. A separate communication from CSBA regarding these appointments will be sent to boards by November 1.
- Nominating boards must submit a separate Nomination Form for each person nominated.
- Nominees must serve on a CSBA member board and must provide approval prior to being nominated.
- Nominees must submit a one-page, single-sided, biographical sketch form.
- Nominees may submit an optional one-page, one-sided résumé.

Documents related to the nomination process are being provided online only. The forms, as well as information about the Delegate Assembly, may be downloaded from CSBA's website: [www.csba.org/ElectiontoDA](http://www.csba.org/ElectiontoDA).

The deadline for nomination materials is **11:59 p.m. on Thursday, January 7, 2021**. Materials can be sent via email to [nominations@csba.org](mailto:nominations@csba.org). Nomination materials may also be sent via mail to the CSBA Executive Office, 3251 Beacon Blvd., West Sacramento, CA 95961, with a postmark of no later than January 7, 2021.

# Delegate Assembly District Nomination Form for 2021 Election



TO BE COMPLETED BY THE NOMINATING BOARD

**Deadline: Thursday, January 7, 2021 | No late submissions accepted**

This form is required. Please submit this Nomination Form via e-mail to [nominations@csba.org](mailto:nominations@csba.org) no later than 11:59 p.m. on January 7, 2021. Forms may also be submitted via mail to CSBA's Executive Office at 3251 Beacon Blvd., West Sacramento, CA 95691, with a postmark of no later than January 7, 2021. It is the candidate's responsibility to confirm that CSBA has received nomination materials prior to the deadline.

CSBA Region/subregion # 17

See "CSBA REGION INDEX FOR DISTRICTS & COE"

The Board of Education of the Warner Unified School District

(Nominating District)

voted to nominate Melissa Krogh. The nominee is a member of the  
(Nominee)

Warner Unified School District which is a member of the  
(Nominee's Board)

California School Boards Association.

☒ The nominee has consented to this nomination.

  
Board Clerk or Board Secretary (signature)

12/14/2020  
Date

David MacLeod  
Board Clerk or Board Secretary (print name)

**ONLY ONE NOMINEE PER NOMINATION FORM**



## Delegate Assembly Biographical Sketch Form for 2021 Election



**Deadline: Thursday, January 7, 2021 | No late submissions accepted**

This form is required. An optional, one-page, single-sided, résumé may also be submitted. Do not state "see résumé." Do not re-type this form. It is the candidate's responsibility to confirm that CSBA has received nomination materials prior to the deadline. Please submit completed form via e-mail to [nominations@csba.org](mailto:nominations@csba.org) no later than 11:59 p.m. on January 7, 2021. Forms may also be submitted via mail to CSBA's Executive Office at 3251 Beacon Blvd., West Sacramento, CA 95691, with a postmark of no later than January 7, 2021.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: M. Krogh

Date: 12/14/2020

Name: Melissa Krogh

CSBA Region & subregion #: 17

District or COE: Warner Unified School District

Years on board: 4

Profession: Conf. Secretary Contact Number ( ☒ Cell ☐ Home ☐ Bus.): 760-464-8736

Primary E-mail: melissa.krogh@warnerusd.net

Are you an incumbent Delegate? ☐ Yes ☒ No If yes, year you became Delegate: \_\_\_\_\_

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

Being a Governing Board Member has allowed me to realize my personal commitment to serve children and their educational needs. Ultimately, I feel that being a CSBA Delegate will be beneficial to my district, as well as other micro-districts in our region, through the exchange of ideas and best practices. I think it is important to share our perspective with those that may not understand the complexities and challenges that come from being a remote, rural micro-district in San Diego County.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I have been a Board Member for Warner Unified for 4 years and have just been reelected to serve another term. I am employed at Julian Union High School District as the Superintendent's Confidential Secretary and the CBO's Accounting Clerk. I have attended the CSBA's Annual Education Conference for 4 years and completed the MIG course twice during my first term. I am also a member of San Diego County's Access and Functional Needs (AFN) Working Group, with a focus on preparing my community's most vulnerable residents in an emergency.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

During the pandemic, the education system in California has lost the trust of students, parents, and employees. Trying to strike a balance between parents who are essential workers that can't find or afford childcare; employees that are worried about the safety of themselves and their families; and students that are struggling in the distance learning models, with bigger learning losses than ever before; has not been an easy task. Students, parents, and employees are connecting across district boundaries and state lines; they are comparing their experiences, and many are expressing their displeasure. When we reach the other side of Covid-19, our statewide education system is going to need a major marketing campaign to ease some of the hurt and anger our families, staff, and students.

## **Delegate Assembly Important Dates**



### **2021 Delegate Assembly Election**

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<b>Thursday, January 7:</b>	Deadline for Nomination Forms and Biographical Sketch Forms
<b>Monday, February 1:</b>	Ballots sent to member boards
<b>Monday, March 15:</b>	Deadline for ballots to be sent back to CSBA
<b>By Wednesday, March 31:</b>	Ballots will be counted
<b>Thursday, April 1:</b>	First day of new 2-year term for Delegates elected in 2021

### **2021 Delegate Assembly Meeting Dates**

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**Saturday – Sunday, May 15 - 16**  
(scheduled to occur in Sacramento)

**Tuesday – Wednesday, November 30 - December 1**  
(scheduled to occur in San Diego)

### **2022 Delegate Assembly Meeting Dates**

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**Saturday – Sunday, May 21-22**  
(scheduled to occur in Sacramento)

**Tuesday – Wednesday, November 29 - 30**  
(scheduled to occur in San Diego)

**TOPIC:** Consider approval of the First Interim Report.

**DESCRIPTION:** Handout

**FISCAL IMPACT:** N/A

**RECOMMENDATION:** Recommend approval.

## **Consent Agenda**

- 1. Commercial Warrants**
- 2. Purchase Orders**
- 3. Independent Contractor Agreement with Melissa Rizzo, parent of Off-site student.**

## Commercial Warrants



**Commercial Warrant Detail - November 2020**

Date	Reference	Name 1	Fund	Inv Amount
11/2/2020	14724345	ARNTZ DISTRIBUTING COMPANY	1300	361.18
11/5/2020	14725615	SHANNON STEIN	0100	14.98
11/5/2020	14725615	SHANNON STEIN	0100	75.24
11/5/2020	14725616	ASBURY ENVIRONMENTAL SERVICES	0100	510.60
11/5/2020	14725617	T-MOBILE	0100	210.00
11/5/2020	14725618	JULIE OSUNA	0100	41.40
11/5/2020	14725618	JULIE OSUNA	0100	63.69
11/5/2020	14725619	NANCY SEDGWICK	0100	617.50
11/5/2020	14725620	SOUTHWEST SCHOOL SUPPLY	0100	22.33
11/5/2020	14725620	SOUTHWEST SCHOOL SUPPLY	0100	345.76
11/5/2020	14725620	SOUTHWEST SCHOOL SUPPLY	0100	796.75
11/5/2020	14725621	FOLLETT SCHOOL SOLUTIONS	0100	744.83
11/5/2020	14725622	CLINICAL LABORATORY	0100	80.00
11/5/2020	14725623	VERIZON WIRELESS	0100	444.54
11/5/2020	14725623	VERIZON WIRELESS	0100	1140.30
11/5/2020	14725623	VERIZON WIRELESS	0100	259.52
11/5/2020	14725624	SAN DIEGO GAS & ELECTRIC	0100	49.39
11/5/2020	14725625	RICOH USA, INC.	0100	188.28
11/5/2020	14725626	ACSA	0100	428.33
11/5/2020	14725626	ACSA	0100	866.67
11/9/2020	14726497	JASMINE PAYNE	0100	1576.65
11/9/2020	14726498	NEWEGG BUSINESS INC.,	0100	2089.19
11/9/2020	14726498	NEWEGG BUSINESS INC.,	0100	11624.07
11/9/2020	14726498	NEWEGG BUSINESS INC.,	0100	18597.55
11/9/2020	14726498	NEWEGG BUSINESS INC.,	0100	5284.38
11/12/2020	14727438	THE COLLEGE BOARD	0100	329.00
11/12/2020	14727439	NEWEGG BUSINESS INC.,	0100	565.31
11/12/2020	14727440	SAN DIEGO SECTION FFA	0100	50.00
11/12/2020	14727441	LLOYD PEST CONTROL	0100	85.00
11/12/2020	14727442	LEAF	0100	675.60
11/12/2020	14727443	ARNTZ DISTRIBUTING COMPANY	1300	434.02
11/12/2020	14727444	STANDARD INSURANCE COMPANY	0100	340.37
11/12/2020	14727445	CALIFORNIA ASSOCIATION FFA	0100	125.00
11/12/2020	14727446	SOUTHERN REGION CATA	0100	20.00
11/16/2020	14728323	ALL STATE PROPANE	0100	643.97
11/16/2020	14728324	NEWEGG BUSINESS INC.,	0100	7749.38
11/16/2020	14728324	NEWEGG BUSINESS INC.,	0100	14280.30
11/16/2020	14728325	GOLD STAR FOODS, INC	1300	726.89
11/16/2020	14728326	DOC NETWORK, INC	0100	12599.61
11/16/2020	14728327	PARKHOUSE TIRE, INC.	0100	1725.26
11/16/2020	14728328	STANDARD ELECTRONICS	0100	978.02
11/16/2020	14728329	WATER SYSTEM MANAGEMENT	0100	523.75
11/16/2020	14728330	DEPARTMENT OF JUSTICE	0100	49.00
11/16/2020	14728331	US FOODSERVICE	1300	4000.65
11/16/2020	14728331	US FOODSERVICE	1300	2971.49

11/16/2020	14728332	COUNTY OF SD, REGISTRAR OF VOT	0100	6000.00
11/16/2020	14728333	VISTA HILL	0100	367.00
11/16/2020	14728334	RIDDELL / ALL AMERICAN	0100	853.60
11/19/2020	14729856	ANDREA SISSONS	0100	552.23
11/19/2020	14729857	JOHN J. POLITANO	0100	8743.50
11/19/2020	14729858	OCEANUS BOTTLED WATER, INC	0100	145.83
11/19/2020	14729859	EWING IRRIGATION PRODUCTS INC	0100	159.34
11/19/2020	14729860	PCM SALES, INC	0100	14852.63
11/19/2020	14729861	ORANSI LLC	0100	17975.00
11/19/2020	14729862	BUS WEST	0100	358.26
11/19/2020	14729863	STAPLES CREDIT PLAN	0100	152.34
11/19/2020	14729864	AT&T	0100	484.32
11/19/2020	14729865	ARNTZ DISTRIBUTING COMPANY	1300	415.78
11/19/2020	14729866	RICOH USA, INC.	0100	1338.71
11/19/2020	14729867	LEADER SERVICES	0100	625.00
11/19/2020	14729868	CALIFORNIA ASSOCIATION FFA	0100	650.00
11/23/2020	14730820	MAAEYRA ZAAL	0100	1100.00

## Purchase Orders

**WUSD PO LIST PERIOD COVERED 11/1/2020 - 11/30/2020**

DATE	VENDOR NAME	PO#	AMOUNT
11/2/2020	NEW EGG	19-66180	\$26,600.25
11/3/2020	LAKESHORE	19-66811	\$208.65
11/4/2020	MCGRAW HILL	19-66182	\$42.69
11/16/2020	GRAINGER	19-66183	\$5,544.00
11/16/2020	NEW EGG	19-66184	\$3,872.53
11/30/2020	STEEL MASTER	19-66185	\$7,820.00
11/30/2020	IPEVO	19-66186	\$2,393.66

## **Consent Agenda Item 3**

## Warner Unified School District INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July, 2020.  
by and between the WARNER UNIFIED SCHOOL DISTRICT, hereinafter referred to as DISTRICT, and  
hereinafter referred to as CONTRACTOR.

Melissa Rizzo, parent of [REDACTED]

WITNESSETH:

WHEREAS, Government Code Section 53060 authorizes the DISTRICT to contract with and employ persons to furnish special services and advice to DISTRICT in financial, economic, accounting, engineering, legal or administrative matters if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONTRACTOR for the special services and advice described herein; and

WHEREAS, CONTRACTOR is specially trained, experienced, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;  
NOW, THEREFORE, it is mutually agreed by the parties hereto, as follows:

1. **Services to be provided by Contractor.**

Provide daily transportation to Elite Academy during school days for the 2020-2021 school year.

(For additional explanation of services, attach Exhibit A which will be incorporated herein full by this reference) CONTRACTOR shall keep DISTRICT's Superintendent and other designed DISTRICT representatives fully informed as to the progress of the work and shall submit to DISTRICT such oral and written reports as DISTRICT may specify.

2. **Term of Agreement.**

The services called for under this Agreement shall be provided by CONTRACTOR during the period commencing on, July 1, 2020, and ending on June 30, 2021. It shall be expressly understood by CONTRACTOR that time is of the essence for this Agreement and DISTRICT may terminate this Agreement in the event of unexcused delay in CONTRACTOR'S performance hereunder.

3. **Contractor's Fee.**

DISTRICT agrees to pay CONTRACTOR for services satisfactorily performed pursuant to this Agreement, the sum of .575 per mile or current IRS mileage rate Dollars (\$ ).

4. **Payments.**

CONTRACTOR is responsible for submitting IRS Form W-9 (Request for Taxpayer Identification Number) and an invoice to the DISTRICT which indicates the services performed and the date(s). Upon verification by DISTRICT'S representative that CONTRACTOR has satisfactorily performed the services, DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Mileage rate paid to parent for transportation of student [REDACTED] to and from school at Elite Academy. Mileage will be submitted monthly and verification of attendance will be required.

(For additional explanation of payment terms, attach Exhibit B which will be incorporated herein full by this reference)



**5. Expenses.**

DISTRICT shall not be liable to CONTRACTOR for any additional costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except for the following (additional expenses must be specific): (For additional explanation of expenses, please attach Exhibit C).

Ms Rizzo will maintain insurance coverage on her vehicle during the terms of this contract.

**6. Non-Resident Independent Contractor Withholding.**

The California Revenue and Taxation Code requires the DISTRICT to withhold income taxes from payments made to non-resident independent contractors performing services in California when earning more than \$1,500 in a calendar year. The current withholding rate is seven percent (7%) of gross payments.

**7. Independent Contractor.**

CONTRACTOR, in the performance of this Agreement, shall be and shall act as an independent contractor and not as an officer, agent or employee of the DISTRICT. CONTRACTOR shall be responsible for all salaries, payments, and benefits for all of its officers, agencies, and employees in performing services pursuant to this Agreement.

**8. Workers' Compensation Insurance.**

CONTRACTOR agrees to procure and maintain in full force and effect Workers' Compensation Insurance required under California Labor Code Section 3700 covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against DISTRICT by such employee or agent participating under this Agreement, CONTRACTOR agrees to defend and hold harmless the DISTRICT from such claim. CONTRACTOR shall provide a Transfer of Rights of Recovery against Others (aka Waiver of Subrogation) endorsement favoring DISTRICT.

**9. Hold Harmless and Indemnification.**

CONTRACTOR agrees to indemnify and to hold free and harmless DISTRICT, its officers, agents, and employees from all loss, liability, damages, costs, or expenses, including attorney's fees and costs, that may or might at any time arise or be asserted against DISTRICT, its officers, agents and employees, arising by reason of, in the course of, or in connection with, the performance of this Agreement.

**10. Insurance.**

CONTRACTOR agrees to carry automobile insurance at statutory amounts as well as general and/or professional liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage, or per claim for professional in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability, including claims for products and completed operations which may arise out of this Agreement. The required limits may change based on risk exposure. Such required limit change is at the sole discretion of DISTRICT. CONTRACTOR shall name DISTRICT, its officers, Board members, employees and agents as additional insured by separate insurance policy endorsement. CONTRACTOR shall provide a primary and noncontributory endorsement (commercial general liability only) favoring the DISTRICT. CONTRACTOR shall provide by policy endorsement, a 30 day insurance policy **Notice of Cancellation.**

**11. Permits/Licenses.**

CONTRACTOR and all CONTRACTOR'S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishings of services pursuant to this Agreement.

**12. Employment with Public Agency.**

CONTRACTOR, if employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are being performed pursuant to this Agreement.

**13. Assignment.**

No portion of this Agreement or any of the work to be performed hereunder may be assigned by CONTRACTOR without express written consent of DISTRICT, and without such consent, all services hereunder are to be performed solely by CONTRACTOR, its officers, agents and employees.

**14. Ownership of Work-Product.**

All products of work performed pursuant to this Agreement will be the sole property of DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of DISTRICT.

**15. Termination of Agreement.**

DISTRICT may terminate this agreement and will be relieved of all obligations under this Agreement should CONTRACTOR fail to perform any of the terms and conditions hereof at the time and places set forth herein. In the event of such termination, CONTRACTOR shall be paid the reasonable value of the services rendered up to the date of such termination, less any payments theretofore made, as determined by DISTRICT, and the CONTRACTOR hereby expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

**16. Termination for Non-Funding.**

This Agreement is valid and enforceable only if sufficient funds are made available to the DISTRICT by the State of California for the fiscal year(s) covered by this Agreement.

**17. Pupil Safety Provisions.**

To comply with Education Code section 45125.1, the DISTRICT shall complete the "Pupil Safety Provisions" below certifying the level of contact that CONTRACTOR is expected to have with DISTRICT'S pupils.

☐ The DISTRICT has determined that greater than limited contact with pupils may occur under the terms of this contract. Fingerprinting and certification will be required of the contractor. No work may take place until the requirements of Education Code section 45125.1 have been met.

☐ The DISTRICT has determined that limited contact with pupils may occur under the terms of this contract. In lieu of fingerprinting, a DISTRICT employee will provide supervision at all times when the CONTRACTOR has contact with pupils.

☒ The DISTRICT has determined that there will be no contact with pupils under the terms of this contract.

The above determination is made by:

NAME:

Melissa A. Jiao

Signature:

David MacEachron

Date:

12/7/2020

Superintendent/CBO (Print name and Signature)



**18. DISTRICT Administrator of Agreement.**

The point of contact for this agreement is:

Name: **ANDREA SISSONS**  
Title: **Chief Business Official**  
Telephone: **(760) 782-3517**  
E-mail: **Andrea.Sissons@warnerusd.net**

**19. Contractor Point of Contact:**

Name: **Melissa Rizzo**  
Address:  
Telephone:  
E-mail:

**20. Attorneys' Fees.**

If suit is brought by either party to this Agreement to enforce any of its terms and the DISTRICT prevails in such suit, CONTRACTOR shall pay all litigation expenses incurred by DISTRICT, including attorney's fees, court costs, expert witness fees, and investigation expenses.

**21. Governing Law.**

The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego DISTRICT, California.

**22. Entire Agreement/Amendment.**

This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

**IN WITNESS THEREOF** the parties hereto have executed this Agreement as of the date herein above first written.

**WARNER UNIFIED SCHOOL DISTRICT**


David MacLeod, Superintendent  
Name/Title

  
Authorized Signature

12/7/2020  
Date

**CONTRACTOR**

Melissa Rizzo, Parent  
Independent Contractor's Name/Title

  
Authorized Signature

\_\_\_\_\_  
Date

## Calendar

SUN 29	MON 30	TUE Dec 1	WED 2	THU 3	FRI 4	SAT 5
	Resource Center- Food Bank				7am Reminder t	
6	7	8	9	10	11	12
	Christmas Grams					
	Resource Center- Food Bank				7am Reminder t	
13	14	15	16	17	18	19
Christmas Grams						
	Resource Center- Food Bank				7am Reminder t	
20	21	22	23	24	25	26
	Winter Break - No School					
	Resource Center- Food Bank			Christmas Eve	Christmas Day	
					7am Reminder t	
27	28	29	30	31	Jan 1	2
Winter Break - No School						
	Resource Center- Food Bank			New Year's Eve	New Year's Day	
					7am Reminder t	