

# ***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**

**Tuesday**

**August 8, 2023**

**Closed Session Time-5:00 P.M.**

**Open Session - 6:00 P.M.**

#### **LOCATION:**

**Multipurpose Room**

#### **BOARD OF EDUCATION**

**MELISSA KROGH- PRESIDENT**

**MELODY SEES-VICE PRESIDENT**

**JEANNEAN ROMBAL-CLERK**

**GENE DOXEY-MEMBER**

**TODD HIPPER-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. CLOSED SESSION – [With Superintendent/CBO Andrea Sissons at 5pm]**

**B. CALL TO ORDER**

**C. ROLL CALL**

**D. ACCEPTANCE OF CLOSED SESSION AGENDA**

**E. CLOSED SESSION**

1. STUDENT MATTERS - The Governing Board will recess to closed session to consider student matters pursuant to Government Code sections 35146, 48918, 49070, 72122 and 76234.
2. CONFERENCE WITH LABOR NEGOTIATORS - (Gov. code section 54957.6) Represented Employees: CSEA, AWE. Agency Negotiators: President Melissa Krogh and Andrea Sissons.
3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS - (Gov. code section 54456.9). Discussion regarding possible land purchase.
4. PUBLIC EMPLOYEE MATTERS - [\$54957] Public Employee Dismissal/Release/Resignation. Public Employee Employment [Government Code § 54957].

**F. CONVENE TO OPEN/ REGULAR SESSION**

**G. CALL TO ORDER**

**H. ROLL CALL**

**I. FLAG SALUTE**

**J. ACCEPTANCE OF OPEN AGENDA**

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

**L. WELCOME-BOARD PRESIDENT**

**M. RECOGNITION: None**

Student :

Staff :

**N. GENERAL BUSINESS:**

**O. PUBLIC HEARINGS:**

**P. APPROVAL OF MINUTES**

1. Minutes of Regular Board Meeting, June 13, 2023
2. Board Policy Meeting Minutes, July 12, 2023

**Q. REPORTS**

1. STUDENT BODY REPRESENTATIVE
2. ASSOCIATION OF WARNER EDUCATORS
3. CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION
4. PARENT TEACHER COMMUNITY CLUB
5. WARNER SPRINGS COMMUNITY RESOURCE CENTER
6. CLASSROOM AND CLUB UPDATES
7. SUPERINTENDENT'S REPORT
  - i. DISTRICT BRIEFING
  - ii. CHARTERS
  - iii. INDIAN ADVISORY COMMITTEE
8. BUSINESS MANAGER'S REPORT -
9. BOARD REPORT

**R. PUBLIC COMMENT-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.

**S. SPECIAL PRESENTATION-None**

**T. ACTION ITEMS:**

1. Consider approval of Alicia Hill as a certificated elementary school teacher, pending pre-employment screening.
2. Consider approval of John Hernandez as the CTE van driver and instructional aide, pending pre-employment screening.
3. Consider approval of Bridget Lozano as an instructional aide, pending pre-employment screening.
4. Consider approval Teresa Padilla as the Program Improvement Liaison-Academic Support, for the 2023-2024 school year.
5. Consider approval of the position Program Improvement/Campus Security-Behavior Support.
6. Consider approval of the agreement between Warner Unified School District and Josten PIX for the 2023-2024 school year.
7. Consider approval of the roofing quote from Roejack.
8. Consider approval of Resolution number 2023-2024-001, resolution to name the football field.
9. Consider approval of the 3 year infrastructure and cloud services agreement with the San Diego County Office of Education.
10. Consider approval of the agreement between Warner Unified School District and Lozano Smith, LLP for the 2023-2024 school year.

**U. 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. Patrice Malloy as a certificated substitute.
4. Angela Graham as a classified substitute, pending pre-employment screening.
5. Professional Services Agreement with Tom Silva Consulting for consulting services.

**V. SECOND READING AND APPROVAL OF GOVERNING BOARD POLICIES, NEW ADMINISTRATIVE REGULATIONS, AND EXHIBITS.**

i. March 2023

<b>POLICY</b>	<b>TITLE</b>
BP 0420.4	Charter School Authorization
AR 0420.4	Charter School Authorization
BP 3555	Nutrition Program Compliance
E 3555	Nutrition Program Compliance
BP 4030	Nondiscrimination In Employment
BP 4218	Dismissal/Suspension/Disciplinary Action
AR 4218	Dismissal/Suspension/Disciplinary Action
AR 5113	Absences And Excuses
AR 5131.41	Use Of Seclusion and Restraint
AR 5144	Discipline
AR 5144.1	Suspension And Expulsion/Due Process
AR 5144.2	Suspension And Expulsion/Due Process (Students with Disabilities)
AR 6115	Ceremonies And Observances
BP 6146.1	High School Graduation Requirements
BP 6173	Education For Homeless Children
AR 6173	Education For Homeless Children
BP 6173.1	Education For Foster Youth
AR 6173.1	Education For Foster Youth
BP 6177	Summer Learning Programs
AR 6184	Continuation Education
BB 9270	Conflict Of Interest
BB 9320	Meetings And Notices

**W. INFORMATION ITEMS AND DISCUSSION**

**1. District Enrollment 2023-2024:**

Preschool	August	September	October	November	December
	6				
January	February	March	April	May	June

Class	August	September	October	November	December
Elementary	95				
Middle School	38				
High School	54				
Total	187				

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 – 4
- iii. Renew In – 0
- iv. Renew out -3

**3. Williams Complaints: 0**

**4. Activities Calendar: August Calendar**

**X. BOARD COMMUNICATION**

**Y. ANNOUNCEMENT OF NEXT MEETING AND ADJOURNMENT: September 12, 2023.**

**Minutes**

**Regular Meeting June 13, 2023**

**Board Policy Meeting Minutes July 12, 2023**

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

**Tuesday, June 13, 2023**

- A. CLOSED SESSION: [ With Superintendent at 5pm ]** - Recess to closed session at 5:00 pm.
- B. CALL TO ORDER:** The meeting was called to order by Melissa Krogh, President of the Governing Board.
- C. ROLL CALL: Members present:** Krogh, Rombal, Doxey, Hipper and Sees.  
**ABSENT:** None  
**EMPLOYEES PRESENT:** Andrea Sissons.
- D. ACCEPTANCE OF CLOSED SESSION AGENDA:**
- E. CLOSED SESSION:**
- 1. STUDENT MATTERS** - The Governing Board will recess to closed session to consider student matters pursuant to Government Code sections 35146, 48918, 49070, 72122 and 76234.
  - 2. CONFERENCE WITH LABOR NEGOTIATORS** - (Gov. Code Section 54957.6) Represented employees: AWE. Agency Negotiators: President Melissa Krogh and Andrea Sissons.
  - 3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS** - (Gov. Code Section 54456.9) Discussion regarding possible land purchase.
  - 4. PUBLIC EMPLOYEE MATTERS** - [§54957] Public Employee Dismissal/Release/Resignation.
- F. CONVENE TO OPEN/REGULAR SESSION:** 6:00 pm.
- G. CALL TO ORDER:** The meeting was called to order at 6:08 pm by Melissa Krogh, President of the Governing Board.
- H. ROLL CALL - Members present:** Krogh, Rombal, Doxey, Hipper and Sees.  
**ABSENT:** None  
**EMPLOYEES PRESENT:** Andrea Sissons and Rhonda Hill.  
**VISITORS:** Hans Petermann, Britni Mushet and Ricardo Lara.
- I. FLAG SALUTE:** Led by President Krogh
- J. ACCEPTANCE OF OPEN AGENDA:** A motion was made by Rombal and seconded by Doxey. Open agenda was accepted by unanimous vote, (5-0).
- K. REPORT OF ACTION TAKEN IN CLOSED SESSION:** None
- L. WELCOME-BOARD PRESIDENT:** Melissa Krogh
- M. RECOGNITION:**  
**Student :** Breanna Simmons  
**Staff :** Julie Osuna
- N. GENERAL BUSINESS:**
- O. PUBLIC HEARINGS:** None
- P. APPROVAL OF MINUTES:** A motion was made by Doxey and seconded by Rombal. Minutes were approved by unanimous vote, (5-0).
- 1.** Minutes of Regular Board meeting, May 9, 2023.
  - 2.** Board Policy Meeting Minutes May 23, 2023.



**Q. REPORTS:**

1. **Student Body Representative:** Vacant
2. **Association of Warner Educators:** None
3. **California School Employees Association:** Ricardo Lara was present, but did not have an update.
4. **Parent Teacher Community Club:** Vice President Melody Sees said that PTCC will go dark during the summer break.
5. **Warner Springs Community Resource Center:** Hans Petermann and Britni Mushet updated the Board on coming events at the Warner Hub.
6. **Classroom and Club Updates -** None
7. **Superintendent's Report:**
  - i. **DISTRICT BRIEFING:**
  - ii. **CHARTERS:**
  - iii. **INDIAN ADVISORY COMMITTEE:**
8. **Business Manager's Report:** Andrea Sissons presented the LCAP and Adopted Budget and presented the Local Indicators.
9. **Board Report:**

**R. PUBLIC COMMENT-HEARING OF PUBLIC ON NON - AGENDA ITEMS:** None

- S. SPECIAL PRESENTATION:** Ricardo Lara presented the Board with a request to name the District Ball Fields after a local community member, former football coach and artist, Kelley Rex Harrison and to explain the choice to partner with All Tribes Charter School for CIF participation.

**T. ACTION ITEMS**

1. Consider approval of the Superintendent/CBO contract. A motion was made by Doxey and seconded by Rombal. Motion passed by unanimous vote, (5-0).
2. Consider approval of Matthew Neal as a certificated elementary school teacher, pending pre-employment screening. A motion was made by Rombal and seconded by Doxey. Motion passed by unanimous vote, (5-0).
3. Consider approval of Maribel Reyes as the Ag Science Teacher. A motion was made by Doxey and seconded by Rombal. Motion passed by unanimous vote, (5-0).
4. Consider approval of Jarrett Jackson for the position of full-time District Substitute for the 2023-2024 school year. A motion was made by Doxey and seconded by Rombal. Motion passed by unanimous vote, (5-0).
5. Consider approval of the position of Program Improvement Liaison for the 2023-2024 school year. A motion was made by Rombal and seconded by Doxey. Motion passed by unanimous vote, (5-0).
6. Consider approval of Ryan Valverde to work in the After School Program, pending pre-employment screening. A motion was made by Rombal and seconded by Doxey. Motion passed by unanimous vote, (5-0).
7. Consider approval of the course Advanced Art beginning in the 2023-2024 school year. A motion was made by Rombal and seconded by Doxey. Motion passed by unanimous vote, (5-0).
8. Consider approval of the stipend list for the 2023-2024 school year. A motion was made by Doxey and seconded by Hipper. Motion passed by unanimous vote, (5-0).
9. Consider ratification of Delane Hurley, Sean Fogerty, Mike Salzano, Chamise Pink, Alfred Pulido, Edward Jimenez, Anthony Schamp and Elizabeth Millan as bus driver trainees. A motion was made by Rombal and seconded by Sees. Motion passed by unanimous vote, (5-0).
10. Consider approval of the 2023-2024 California Interscholastic Federation (CIF) - San Diego Section request for continuing membership and agreement to conditions of membership. Action items 10 through 12 were taken together. A motion was made by Rombal and seconded by Doxey. Motion passed by unanimous vote, (5-0).
11. Consider approval of the 2023-2024 CIF Application for New Multi-School Membership status. See Action Item no. 10.
12. Consider approval of the 2023-2024 designation of CIF Representatives to League. See Action Item no. 10.
13. Consider approval of the Comprehensive Support and Improvement Plan (CSI). A motion was made by Rombal and seconded by Hipper. Motion passed by unanimous vote, (5-0).
14. Consider approval of the Local Control Accountability Plan and Dashboard Local Indicators for the 2023-2024 school year. A motion was made by Rombal and seconded by Doxey. Motion passed by unanimous vote, (5-0).
15. Consider approval of the Adopted Budget for the 2023-2024 school year. A motion was made by Doxey and seconded by Rombal. Motion passed by unanimous vote, (5-0).
16. Consider approval of Warner Unified School District's State Preschool Annual Report. A motion was made by Doxey and seconded by Rombal. Motion passed by unanimous vote, (5-0).
17. Consider approval to send at least two Warner USD bus drivers to the CA State operated Driver Trainer's

Certification class in the 2023-2024 school year. A motion was made by Doxey and seconded by Rombal. Motion passed by unanimous vote, (5-0).

18. Consider approval and pre-authorization for the Superintendent/CBO to purchase 2 new gasoline powered vans to add to the current fleet. A motion was made by Doxey and seconded by Rombal. Motion passed by unanimous vote, (5-0).
19. Consider approval of the Services Agreement between San Diego County Superintendent of Schools and Warner Unified School District. President Krogh moved to approve the item with a change of language so that the action item reading, "Consider approval the Professional Development Services Agreement between San Diego County Superintendent of Schools and Warner Unified School District. A motion was made by Rombal to approve the new language which was seconded by See. Motion was approved by a unanimous vote, (5-0). A motion was made to approve the action item by Rombal and seconded by Sees. Motion passed by unanimous vote, (5-0).
20. Consider approval of the Memorandum of Understanding between Warner Springs Community Resource Center/Hub and Warner Unified School District. The contract presented had the word "Hub" in it, but needs to be removed. A motion was made by Rombal without the word "Hub" in the action item, which was seconded by Sees. Motion passed by unanimous vote, (5-0).
21. Consider approval of the Rick Engineering invoice for engineering fees. This item was tabled for lack of documentation.
22. Consider approval of the agreement between Warner Unified School District and Kidder Mathews. A motion was made by Rombal and seconded by Hipper. Motion passed by unanimous vote, (5-0).
23. Discussion and possible action to name Warner ball fields after Rex Harrison, former athletic coach, local artist and community member. This item is to be brought back in August, 2023 with a resolution for approval.

#### **U. 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.** A motion was made by Doxey and seconded by Rombal. Consent agenda passed by unanimous vote of (5-0).

1. Commercial Warrants
2. Purchase Orders
3. Ratification of Marisol Sanchez as a certificated substitute.
4. Agreement for the implementation of the 21st Century Community Learning Center After School Safety and Enrichment for Teens (ASSETs) Program between San Diego County Superintendent of Schools and Warner Unified.
5. Agreement for the After School Education and Safety (ASES) Frontier Transportation Grant between the San Diego County Superintendent of Schools and Warner Unified School District.
6. Agricultural Career Technical Education Incentive Grant 2023-2024 Application for funding.
7. Independent contractor agreement by and between Warner Unified School District and Fleet Maintenance Services from July 1, 2023 - June 30, 2024.
8. Independent contractor agreement by and between Warner Unified School District and Water Systems Management, Merl Johnson from July 1, 2023 - June 30, 2024.
9. Independent contractor agreement by and between Warner Unified School District and Merit J. Whitney, School Bus Instructor.
10. Independent contractor agreement by and between Warner Unified School District and Melissa Rizzo from July 1, 2023 - June 30, 2024.
11. Independent contractor agreement by and between Warner Unified School District and Jasmine Payne from July 1, 2023 - June 30, 2024.
12. Accept resignation from Jennifer Blackwell.
13. Accept resignation from Leticia Keane.
14. Accept resignation from Holly Pawlicki.
15. Agreement by and between Warner Unified School District and Hatch & Cesario for legal services.

#### **V. SECOND READING AND APPROVAL OF GOVERNING BOARD POLICIES, NEW ADMINISTRATIVE**

**REGULATIONS, AND EXHIBITS.** A motion was made by Rombal and seconded by Doxey. The Board Policies, Administrative

Regulations and Exhibits were approved by unanimous vote, (5-0).

<b>POLICY</b>	<b>TITLE</b>
BP 0420.41	Charter School Oversight
E(1) 0420.41	Charter School Oversight
E(1)1113	District and School Websites
AR 1312.4	Williams Uniform Complaint Procedures
E(2) 1312.4	Williams Uniform Complaint Procedures
BP 3110	Transfer of Funds
AR 3517	Facilities Inspection
E(1) 3517	Facilities Inspection
BP 3523	Electronic Signatures
AR 3523	Electronic Signatures
BP 3550	Food Service/Child Nutrition Program
AR 3550	Food Service/Child Nutrition Program
BP 3551	Food Service Operations/Cafeteria Fund
AR 3551	Food Service Operations/Cafeteria Fund
BP 3553	Free and Reduced Price Meals

AR 3553	Free and Reduced Price Meals
AR 4112.2	Certification
AR 4161.8	Family Care and Medical Leave
AR 4261.8	Family Care and Medical Leave
AR 4361.8	Family Care and Medical Leave
AR 6173.1	Education for Foster Youth

**ii. September 2022**

<b>POLICY</b>	<b>TITLE</b>
BP 3515.3	District Police/Security Department <b>Not to be adopted</b>

POLICY	TITLE
AR 3515.3	District Police/Security Department <b>Not to be adopted</b>
BP 4118	Dismissal/Suspension/Disciplinary Action
AR 4118	Dismissal/Suspension/Disciplinary Action
BP 4119.1	Civil and Legal Rights
BP 4219.1	Civil and Legal Rights
BP 4319.1	Civil and Legal Rights
BP 4140	Bargaining Units
BP 4240	Bargaining Units
BP 4340	Bargaining Units
AR 4161.2	Personal Leaves
AR 4261.2	Personal Leaves
AR 4361.2	Personal Leaves
AR 4161.5	Military Leave
AR 4261.5	Military Leave
AR 4361.5	Military Leave
BP 4216	Probationary/Permanent Status
BP 4218	Dismissal/Suspension/Disciplinary Action
AR 4218	Dismissal/Suspension/Disciplinary Action
BP 4218.1	Dismissal/Suspension/Disciplinary Action (Merit System)
BP 6146.1	High School Graduation Requirements
AR 6146.1	High School Graduation Requirements
BP 6158	Independent Study
AR 6158	Independent Study
BP 6164.2	Guidance/Counseling Services
BP 6178	Career Technical Education
AR 6178	Career Technical Education

<b>POLICY</b>	<b>TITLE</b>
BP 6200	Adult Education <b>Not to be adopted</b>
AR 6200	Adult Education <b>Not to be adopted</b>
BP 7110	Facilities Master Plan
BP 7150	Site Selection and Development <b>Not to be adopted</b>
AR 7150	Site Selection and Development <b>Not to be adopted</b>
BB 9100	Organization

**iii. October 2022 Special Policy Update**

<b>POLICY</b>	<b>TITLE</b>
BP 6146.1	High School Graduation Requirements
BP 6178	Career Technical Education

**W. INFORMATION ITEMS AND DISCUSSION:** Discussed

**1. District Enrollment 2022-2023:**

<b>Preschool</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>
	<b>4</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>16</b>
<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>
<b>16</b>	<b>19</b>	<b>19</b>	<b>20</b>	<b>20</b>	<b>19</b>

<b>Class</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>
<b>Elementary</b>	<b>106</b>	<b>109</b>	<b>109</b>	<b>110</b>	<b>112</b>
<b>Middle School</b>	<b>37</b>	<b>35</b>	<b>35</b>	<b>35</b>	<b>35</b>
<b>High School</b>	<b>58</b>	<b>58</b>	<b>58</b>	<b>58</b>	<b>56</b>
<b>Total</b>	<b>201</b>	<b>202</b>	<b>202</b>	<b>203</b>	<b>203</b>

Class	January	February	March	April	May
Elementary	112	114	118	113	114
Middle School	35	33	34	35	35
High School	56	55	55	53	53
Total	203	202	207	201	202

Class	June
Elementary	113
Middle School	35
High School	53
Total	201

**2. Inter-District Attendance Permits:** Viewed

- i. New-out-0
- ii. New-in-0
- iii. Renew-in-0
- iv. Renew-out-2

**3. Williams Complaints:** None

**4. Activities Calendar:** Viewed

**X. BOARD COMMUNICATION:** Gene Doxey would like to see Emotional Intelligence taught and reinforced at Warner. Vice President Sees informed the Board that the Gathering of Nations is holding their campout for 18-24 year olds August 11-13, 2023. President Krogh and Board Clerk Rombal would have preferred to see the high school seniors wear their graduation robes at the clap-out on the last day of school and was disappointed in the lack of formality at graduation.

**Y. ANNOUNCEMENT OF NEXT MEETING AND ADJOURNMENT:** Next meeting, August 8, 2023 at 6:00 PM. Motion to adjourn was made by Doxey and seconded by Rombal. Motion passed by unanimous vote, (5-0) Meeting adjourned at 8:26pm.

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Secretary of the Governing Board

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Clerk

**WARNER UNIFIED SCHOOL DISTRICT**

**AGENDA**

**Minutes of Board Policy Committee Meeting**

**Wednesday, July 12, 2023**

- A. CALL TO ORDER** - The meeting was called to order at 9:13 am.
  - B. FLAG SALUTE**
  - C. ROLL CALL** - Interim Superintendent Sissons, Rhonda Hill, Melissa Krogh and Gene Doxey.
  - D. SPECIAL PRESENTATION** - None
  - E. ACCEPTANCE OF AGENDA**
  - F. PUBLIC COMMENT ON AGENDA ITEMS ONLY**- None
  - G. ACTION ITEMS:** The following policies were reviewed and revised. There was not enough time to read through the June 2023 policy updates. Those will be reviewed at a later date.
- 1. FIRST READING AND APPROVAL OF GOVERNING BOARD POLICIES, NEW ADMINISTRATIVE REGULATIONS, AND EXHIBITS.**
- a. Consider policy updates per CSBA guidance.** The policy committee read and reviewed the following policies and recommend adopting all, with the exception of AR 6184 - Continuation Education.
- i. March 2023**

<b>POLICY</b>	<b>TITLE</b>
BP 0420.4	Charter School Authorization
AR 0420.4	Charter School Authorization
BP 3555	Nutrition Program Compliance
E 3555	Nutrition Program Compliance
BP 4030	Nondiscrimination In Employment
BP 4218	Dismissal/Suspension/Disciplinary Action
AR 4218	Dismissal/Suspension/Disciplinary Action
AR 5113	Absences And Excuses
AR 5131.41	Use Of Seclusion and Restraint
AR 5144	Discipline
AR 5144.1	Suspension And Expulsion/Due Process
AR 5144.2	Suspension And Expulsion/Due Process (Students with Disabilities)
AR 6115	Ceremonies And Observances
BP 6146.1	High School Graduation Requirements
BP 6173	Education For Homeless Children

<b>POLICY</b>	<b>TITLE</b>
AR 6173	Education For Homeless Children
BP 6173.1	Education For Foster Youth
AR 6173.1	Education For Foster Youth
BP 6177	Summer Learning Programs
AR 6184	Continuation Education
BB 9270	Conflict Of Interest
BB 9320	Meetings And Notices

**H. ADJOURNMENT - Meeting adjourned at 10:58 am.**

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Secretary of the Governing Board

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Clerk



**TOPIC:** Consider approval of Alicia Hill as a certificated elementary school teacher, pending pre-employment screening.

**DESCRIPTION:** Warner Elementary School Teacher.

**FISCAL IMPACT:** Salary: \$47,209/185 Days (Column 1/Step 2)

**RECOMMENDATION:** Recommend Approval

**CERTIFICATED EMPLOYEE CONTRACT  
OFFER OF EMPLOYMENT**

**Alicia Hill**

(Name of Employee)

**WARNER UNIFIED SCHOOL DISTRICT**

(School District)

You are hereby offered employment for the school year **2023-2024**.

**TERMS AND CONDITIONS**

Position of: **Elementary Teacher**

Service from **July 1, 2023 to June 30, 2024**

**Salary: \$47,209/185 Days  
(Column 1/Step 2)**

Status: Probationary 1 Employee – 1.0 FTE

This offer of employment is made subject to the laws of California and to the lawful rules of the State Board of Education and of the Governing Board of the above-named school district. Said laws and rules hereby make a part of the terms and conditions of this offer of employment, the same as though they had been expressly set forth herein.

It is expressly understood and agreed to by both parties hereto that upon the willful violation of any of the terms and conditions of this agreement by the Employee, the Board may terminate this agreement and upon such termination this agreement shall be of no force and effect whatsoever.

This contract may be changed by mutual consent of both parties, including the right of the Governing Board to increase or decrease the contract salary.

WARNER UNIFIED SCHOOL DISTRICT, Warner Springs, California

Elected at a meeting of the Governing Board held on      OR

Employed under the delegation  
of power to contract pursuant to  
Education Code Section 15961.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
(District Superintendent)

This contract was approved or

\_\_\_\_\_  
(Members, Governing Board)

ratified by the Governing Board  
on **August 8, 2023**.

**ACCEPTANCE OF OFFER**

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed. I agree to perform all duties required of me by the Board and, if employed as a school bus driver, I further agree to comply with and observe all provisions of the California Motor Vehicle Code and all other applicable laws relating to the safe transportation of pupils.

Date 8-2-2023

Signature Alicia Hill

**TOPIC:** Consider approval of John Hernandez as the CTE van driver and instructional aide, pending pre-employment screening.

**DESCRIPTION:** To provide classroom support in the high school and to provide transportation as needed.

**FISCAL IMPACT:** \$53,000. Including benefits (included in adopted budget).  
Funded by the Program Improvement Grant for 1 year.

**RECOMMENDATION:** Recommend Approval

**TOPIC:** Consider approval of Bridget Lozano as an instructional aide, pending pre-employment screening.

**DESCRIPTION:** To provide instructional support to students.

**FISCAL IMPACT:** Range 2/Step 2 - \$45,000/yr includes benefits

**RECOMMENDATION:** Recommend Approval

**TOPIC:** Consider approval of Teresa Padilla as the Program Improvement Liaison-Academic Support, for the 2023-2024 school year.

**DESCRIPTION:** To provide direct support to all students struggling in english and math, she will take an active role in improving academic results and attendance and behavior at the middle and high schools.

**FISCAL IMPACT:** Range 7 at \$53,000. Including benefits.  
Funded by the Program Improvement Grant for 1 year  
(Included in Adopted Budget).

**RECOMMENDATION:** Recommend Approval

**TOPIC:** Consider approval of the position Program Improvement/  
Campus Security - Behavior Support.

**DESCRIPTION:** To provide direct support to all students including mentorship and guidance to all students struggling with behavior and attendance issues. This person will also play an active role in addressing attendance issues, mentorship and student engagement.

**FISCAL IMPACT:** Funded by program improvement grant for 1 year.  
Range 7: \$53,000. Including benefits

**RECOMMENDATION:** Recommend Approval

**TOPIC:** Consider approval of the agreement between Warner Unified School District and Jostens PIX for the 2023-2024 school year.

**DESCRIPTION:** To provide picture day services to Warner Unified School District.

**FISCAL IMPACT:** Prices vary based upon picture packages purchased.

**RECOMMENDATION:** Recommend Approval



## COMMON INFORMATION

DRAFT - 06/12/2023 16:59 PM CT REVIEWED BY: JULIE OSUNA

**SCHOOL NAME:** WARNER UNIFIED

**CONTRACT STATUS:** IN PROCESS

**SCHOOL TYPE:** HS

**CURRENT JOSTENS  
YEARBOOK SCHOOL?** NO

**CONTRACT YEAR:** 2023

**CUSTOMER #:** 2709946

**STUDENT INFORMATION  
MANAGEMENT SYSTEM:** Alma

**# STUDENTS:** 205

**# STAFF:** 45

☒ JostensPIX is permitted to secure images and send event reminders and image preview emails to parents. This will allow parents to see their child's photos immediately, and prevent potential delays and phone calls to the school.

**NOTE:** The easiest and most secure way for families to access their images online is using parent emails. When these are provided, JostensPIX will send picture day reminders and notifications when images are ready, and parents will be able to see their child's photos immediately. Without this, parents will need to enter a unique id code provided by the school, potentially causing delays and phone calls to the school.

### BILLING ADDRESS

PO BOX 8

WARNER SPRINGS CA 92086-0008

### SHIPPING ADDRESS

30951 HIGHWAY 79

WARNER SPRINGS CA 92086-0008

### PHYSICAL ADDRESS

30951 HIGHWAY 79

WARNER SPRINGS CA 92086-0008

### CONTACTS

CONTACT INFORMATION SHOULD BE KEPT UP TO DATE THROUGH THE SCHOOL PORTAL. CORRECT CONTACT INFORMATION IS A CRITICAL PART OF ENSURING A SMOOTH EXPERIENCE BEFORE, DURING AND AFTER PICTURE DAY.

CONTACT TYPE	FIRST NAME	LAST NAME	EMAIL ADDRESS	PHONE	PHONE NUMBER EXT	SCHOOL PORTAL ACCESS
Administrator (Principal or Superintendent)	Sissions	Andrea	andrea.sissions@warnerusd.net	(760) 782-3517		Yes
Primary Coordinator	Julie	Osuna	julie.osuna@warnerusd.net	(760) 782-3517		Yes
Technical Contact	Patrick	Humphreys	David.macleod@warnerusd.net	(760) 782-3517	209	Yes
Picture Day Contact	Joe	Melendez	joe.melendez@warnerusd.net	(951) 570-3878		No
Yearbook Adviser	Scott	Loefke	scott.loefke@warnerusd.net	(760) 782-3517	206	Yes





## COMMON INFORMATION

DRAFT - 06/12/2023 16:59 PM CT REVIEWED BY: JULIE OSUNA

### SPECIAL CONTRACT INSTRUCTIONS

**NO SPECIAL INSTRUCTIONS SPECIFIED**



## SCHEDULED DATES

DRAFT - 06/12/2023 16:59 PM CT REVIEWED BY: JULIE OSUNA

EVENT TYPE	VENUE	DATE	START TIME	END TIME
FALL PORTRAIT	Photoday	Thursday, August 24, 2023	08:30 AM	03:00 PM
FALL PORTRAIT	Retake	Friday, October 20, 2023	08:30 AM	12:00 PM



## FALL EVENT - GENERAL INFORMATION

DRAFT - 06/12/2023 16:59 PM CT REVIEWED BY: JULIE OSUNA

### SCHOOL NEEDS FLYERS

BY: Flyers Not Requested



DIGITAL FLYER ONLY

### JOSTENSPIX NEEDS

SCHOOL/STAFF LIST BY: August 03, 2023

NOTE: The staff and student list must be loaded at the same time through the School Portal. Failure to provide a full staff and student list by the date above may lead to venue dates having to be rescheduled.

## PHYSICAL LOCATION INSTRUCTIONS

DRAFT - 06/12/2023 16:59 PM CT REVIEWED BY: JULIE OSUNA

Picture day will be set up in the High School Gym. Cameras can be set up on the far left of the building.

## PICTURE DAY



# Picture Day

## a whole new way

Join the revolution on the web at [www.pix.com](http://www.pix.com)

**A new school portrait experience designed by you, for you.**

*One exceptional school can help capture thousands per year, for you.*



- 1. Preview your portfolio before you buy - so you can choose the best images to compare
- 2. Buy only what you need - complete your order online
- 3. Personalize your digital wall with a variety of backgrounds and add text - all the way to the final printout
- 4. Preview and instantly lay down - all together in a single printout - so you can see everything together and say, "I love it!"

**GREEN**  
Eco-Friendly  
Digital  
Screens

PIX is a 100% green company. We use 100% recycled paper and ink. We are also a member of the GreenSource.

**Don't wear green for picture day anymore!**  
No more... no more... no more... no more... no more...

**Get ready for Picture Day!**  
*Personalize your photos for the classroom.*

### WARNER UNIFIED

EVENT CODE: [www.pix.com](http://www.pix.com)

THURSDAY, SEPTEMBER 24, 2015  
THURSDAY, OCTOBER 26, 2015 - 2:00 PM

### THE PERSON WHO WILL MEET OUR PHOTOGRAPHERS:

**NAME:** Joe Melendez

**PHONE:** 9515703878

## FALL EVENT - OFFERING DETAILS

DRAFT - 06/12/2023 16:59 PM CT REVIEWED BY: JULIE OSUNA

**YEARBOOK BACKGROUND CHOICE:**

**Classic Blue**



**YEARBOOK CROP CHOICE:**

**NONE**



### **SORT/LOAD YEARBOOK PORTRAITS:**

**Provide Original Picture day photo and retake photo for the same subject?** NO

**Yearbook Sort Instructions** PREK - 5TH (LOAD BY TEACHER IF APPLICABLE),  
6TH -12TH GRADE (LOAD BY GRADE IF APPLICABLE)



## FALL EVENT - NON STANDARD FEATURES

DRAFT - 06/12/2023 16:59 PM CT REVIEWED BY: JULIE OSUNA



COMPLIMENTARY STAFF PACKAGES DELIVERED TO SCHOOL  
(No individual opt out; delivery sort will be alphabetical by last name, first name)

**CHOOSSEN SIZE** SIZE 5x7

**PHOTO ID CARD BACKGROUND CHOICE:**

**Classic Grey**



**PHOTO ID CARDS NEEDED (PVC ONLY):** Staff and Students

**DELIVERY SORT ALERT:** THE SCHOOL WILL BE ABLE TO CHOOSE THEIR DELIVERY SORT WHEN THEY LOAD THE SUBJECT LIST

☐ Barcode Needed

1. School will need to specify barcode font needed by their readers as part of design.
2. Once card design submitted, JostensPIX will need to create and send sample test card.

☐ RFID Cards Used

1. School to supply chip cards before or at first event.
2. Printers will not accommodate clamshell edged cards. If using these, the school must provide CR79 or CR80 Mylar backed cards at own expense.

☐ Magnetic Stripe Cards

1. School to supply cards at or before event with mag stripe pre-printed.
2. School to associate card number to student name following event.

**SPECIAL ID CARD INSTRUCTIONS:** **NOT SPECIFIED**

**DELIVERY TIMEFRAME:** 7-10 business day turnaround

REPLACEMENT ID CARDS - ARE ORDERED FROM THE SCHOOL PORTAL @ 50 CENTS PER CARD + SHIPPING. PAYABLE BY CREDIT CARD. A SHIPPING CHARGE OF \$1 FOR 7-10 BUSINESS DAY DELIVERY OR \$7 FOR 3-5 BUSINESS DAY DELIVERY WILL BE APPLIED TO YOUR ORDER AT CHECKOUT. YOU MAY UPLOAD A PHOTO FOR THE ID CARD AT TIME OF ORDERING IF ONE IS NOT AVAILABLE.


ADDITIONAL SETS OF ID CARDS MUST ALSO BE ORDERED VIA THE REPLACEMENT PROCESS IN THE SCHOOL PORTAL (EXAMPLE: GOLD CARDS, ACTIVITY CARDS). JOSTENSPIX WILL PRINT A CARD BATCH AFTER EACH PICTURE DAY BASED ON THE CARD TEMPLATE ASSIGNED DURING LIST LOAD. PLEASE EMAIL JOSTENSPIXADMIN@JOSTENS.COM FOR ADDITIONAL INFORMATION OR ASSISTANCE.

## STUDENT ID CARD DESIGNS CHOSEN

**2023 - 2024**

**WARNER UNIFIED**

**KARRI VANDERBACK**  
ID #: 278192  
GRADE: 12



**NATIONAL SUICIDE PREVENTION LIFELINE**  
1-800-273-TALK (8255) or 988

**CRISIS TEXT LINE**  
Text HOME to 741741

**NATIONAL DOMESTIC VIOLENCE HOTLINE**  
1-800-799-SAFE (7233)

Front/Back

**SUBJECT TYPE:** Student **CARD NAME:** Student ID with Hotlines

**CARD TYPE:** NonTech

**PUNCH Y/N:** NO

**BARCODE:** NOT APPLICABLE

**CROP CHOICE:**

NONE



**MEDIUM**




CLOSE



**2022 - 2023**

**WARNER UNIFIED**

**KARRI VANDERBACK**  
ID #: 278192  
GRADE: 12



Front

**SUBJECT TYPE:** Student **CARD NAME:** Warner ID CARD

**CARD TYPE:** NonTech

**PUNCH Y/N:** NO

**BARCODE:** NOT APPLICABLE

**CROP CHOICE:**

NONE



**MEDIUM**



CLOSE





STAFF ID DESIGNS CHOSEN

WARNER UNIFIED  
FIRST NAME HERE ...  
HANSEN



2023 - 2024



STAFF

12938458

SUBJECT TYPE: Staff CARD NAME: Staff Template

CARD TYPE: NonTech

PUNCH Y/N: Y

BARCODE: **NOT APPLICABLE**

CROP CHOICE:

NONE



MEDIUM



CLOSE



Front



## FALL EVENT - SCHOOL FLYER EVENT

DRAFT - 06/12/2023 16:59 PM CT REVIEWED BY: JULIE OSUNA

**LANGUAGE:** BILINGUAL

**SCHOOL NAME TO APPEAR ON FLYER:** WARNER UNIFIED

**EVENT CODE:** FE18923

### DESCRIPTION

THURSDAY, AUGUST 24, 2023

FRIDAY, OCTOBER 20, 2023 - RETAKE

**Photo pricing for the coming contract year will be in effect July 1st. Any photos taken in previous years will assume this same price structure. See below for product and pricing details**

**All prices rounded up to nearest 5 cents**

PRODUCT	DESCRIPTION	ORDER CHANNEL	PRICE
Picture Perfect Package	DIGITAL DOWNLOAD (Prints high res photos up to 8x10 in size) + 1 PHOTO SHEET OF ANY SIZE	Ecommerce	30.00
Photo Sheet	Single photo sheet when no package purchased	Ecommerce	15.00
Additional Photo Sheet	Single photo sheet with purchase of any package	Ecommerce	5.00
Photo Id Card	A photo id card.	SchoolPortal	0.00
Camera Card	Camera Card	SchoolPortal	0.00
Replacement Photo Id Card	A replacement photo id card.	SchoolPortal	1.00
Staff Photo 5x7	For each staff - (2) 5x7	SchoolPortal	0.00
Retouch	Retouch evens skin tone and softens blemishes and scars. Moles will not be removed	Ecommerce	10.00
Additional Digital Download	Prints high resolution photos up to 8x10 in size.	Ecommerce	5.00
Photo Unarchive	Access Archived Photos	Ecommerce	5.00

*All subject images are copyright protected and are solely for the use of publishing yearbooks and printing images for school related software applications. The school does not have permission to make copies for sale, or to otherwise distribute, publish or make commercial use of the images in any manner.*

**TOPIC:** Consider approval of the roofing quote from Roejack.

**DESCRIPTION:** 1.Remove existing roofing, install new plywood, and re-roof. \$43,600.00

**Options:**

- |  |             |
|--|-------------|
| 1. Install all new 2x8 Fascia on all four sides. | \$ 5,600.00 |
| 2. Paint new fascia and sheet metal edge.        | \$ 3,800.00 |
| 3. Install white gutters and downspouts.         | \$ 3,600.00 |

**FISCAL IMPACT:** Quoted with description of work

**RECOMMENDATION:** Recommend Approval

**TOPIC:** Consider approval of Resolution number 2023-2024-001, resolution to name the football field.

**DESCRIPTION:** Resolution to name the Warner football field after former football coach, artist and local Warner resident, Kelley Rex Harrison.

**FISCAL IMPACT:** TBD

**RECOMMENDATION:** Recommend Approval

**RESOLUTION**  
**Warner Unified School District**  
**Resolution Number 2023-2024-001**  
**Resolution to Name the Football Field**

On motion of Member \_\_\_\_\_, Seconded by Member \_\_\_\_\_, the following resolution is adopted:

**WHEREAS**, Mr. Kelley Rex Harrison was a community member in Warner Springs who volunteered countless hours to support student athletes. Mr. Kelley Rex Harrison spent countless volunteer hours coaching and mentoring the Warner High School Football team.

**WHEREAS**, Mr. Kelley Rex Harrison was a true fan and lifelong supporter of student athletics and devoted his time, energy and artistic talent to encourage student athletes. Mr. Kelley Rex Harrison sold his own artwork to help fund all Warner USD student participants in the local basketball organizations.

**WHEREAS**, the Governing Board of Warner Unified School District ("District") would like to express appreciation to Mr. Kelley Rex Harrison for his years of volunteer service to the students of the District. His effort is appreciated by the Warner Unified School District and the greater Warner Springs Community.

**WHEREAS**, it would be a most appropriate and fitting tribute to name the Football field after Mr. Kelley Rex Harrison due to the countless hours he spent coaching and supporting the Warner High School Football team.

**NOW, THEREFORE, BE IT RESOLVED**, that in acknowledgement of the volunteer service to the student athletes of Warner Unified School District, the football field located at 30951 Highway 79; Warner Springs, CA 92086 will henceforth be known as the Kelley Rex Harrison Football Field.

**THE UNDERSIGNED** hereby certifies that he/she is the duly elected, qualified and acting Governing Board member of the Warner Unified School District ("The WUSD") and that the foregoing resolution was submitted to and approved and adopted by the Governing Board members at a meeting held on **August 8, 2023**, and that said resolution is now in full force and effect without modification or recession as permitted under the bylaws of the WUSD and in accordance with the provisions of state law under which the WUSD was created.

**PASSED AND ADOPTED** by the Governing Board on August 8, 2023 by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO ) SS

I, Jeannean Rombal, Clerk/Secretary of the Governing Board, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

\_\_\_\_\_  
Clerk/Secretary of the Governing Board

**TOPIC:** Consider approval of the 3 year infrastructure and cloud services agreement with the San Diego County Office of Education.

**DESCRIPTION:** Server Backup management

**FISCAL IMPACT:** Term total = \$10,494.44

**RECOMMENDATION:** Recommend Approval

## INFRASTRUCTURE & CLOUD SERVICES ORDER FORM

Requesting Department									
District Name		Warner Unified School District							
Contact Person		Andrea Sissons							
Phone		760.782.3517 Ext 305		Email		andrea.sissons@warnerusd.net			
Program Admin		Andrea Sissons		Email		andrea.sissons@warnerusd.net			
Service Details									
Service Type	Region	Description				Qty	Estimated Monthly Cost		
Server Backup	SDCOE-DC	Managed Backup General Purpose Tier <ul style="list-style-type: none"> <li>8 Weekly Full Backups Performed on Saturdays,</li> <li>48 daily Incremental Backups – (6 per week [Sun-Fri])</li> <li>2TB Storage + Backup Subscription</li> </ul> Cost Calculation: Backup Subscription (First 250GB) = \$28.90 2 TB Backup Storage = \$87.78 <b>Total = \$87.78</b>				1	\$87.78		
Server Backup Retention	SDCOE-DC	Managed Backup 30-day retention 4 Weekly Backups Full + 24 Daily Incremental Cost Calculation: (4) x \$ 3.93 = \$15.72 (24) x \$ 3.93 = \$94.32 <b>TOTAL = \$110.04</b>				1	\$110.04		
Server Backup Setup	SDCOE-DC	Half day per technician (4 Hours) <b>One Time Charge</b>				1	\$376.55		
Server VM Colocation	SDCOE-DC	(3) Basic - 125GB Disk, 4GB RAM, 1 vCPU Core, Windows Server license, 1 NIC, 1GB access VMs <b>(Annual Cost)</b> (3) x \$332.93 <b>TOTAL = \$998.79</b>				1	998.79		
Server Restore	SDCOE-DC	Scheduled 1x Full Restore/Testing of Backup annually (Part of Data Recovery Plan)				1	0.00		
<b>Monthly Total</b>							\$197.82		
<b>One Time Cost</b>							\$376.55		
<b>Annual Total</b>							\$3,372.63		
<b>Term Total</b>							\$10,494.44		
Term of Service or Lease		From: <b>09/01/2023</b>			To: <b>09/01/2026</b>				
Budget String	\$10,494.44	Fund	Resource	Goal	Function	Object	Site	%	Proj. Yr.
Approvals									
Requesting Department Administrator						Date			



**TOPIC:** Consider approval of the agreement between Warner Unified School District and Lozano Smith, LLP for the 2023-2024 school year.

**DESCRIPTION:** Agreement for legal services effective July 1, 2023 for the 2023-2024 school year.

**FISCAL IMPACT:** Hourly professional rates

Partner\*\*/Senior Counsel/Of Counsel = \$295-395/hr

Associate = \$250-295/hr

Paralegal / Law Clerk = \$185-225/hr

Consultant = \$ 350-395/hr

**RECOMMENDATION:** Recommend Approval



## AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective July 1, 2023, between the WARNER UNIFIED SCHOOL DISTRICT ("Client") and the law firm of LOZANO SMITH, LLP ("Attorney") (each a "Party" and collectively the "Parties"). Attorney shall provide legal services as requested by Client on the following terms and conditions:

1. **ENGAGEMENT.** Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists until Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client's interests, to keep Attorney fully informed of developments material to Attorney's representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.

2. **RATES TO BE CHARGED.** Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).

3. **REIMBURSEMENT.** Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation, arbitration fees and e-discovery service fees. Attorney shall not be required to advance costs on behalf of Client over the amount of \$1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services.

4. **MONTHLY INVOICES.** Attorney shall send Client a statement for fees and costs incurred every calendar month (the "Statement"). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney's Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

5. **COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT.** The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product

Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

6. **POTENTIAL AND ACTUAL CONFLICTS OF INTEREST.** If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

7. **INDEPENDENT CONTRACTOR.** Attorney is an independent contractor and not an employee of Client.

8. **TERMINATION.**

a. Termination by Client. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1 an attorney-client relationship exists only when Attorney is providing legal services to Client.

c. Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date

of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

9. **MAINTENANCE OF INSURANCE.** Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.

10. **CONSULTANT SERVICES.** Attorney works with professional consultants that provide services, including but not limited to, investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent/chancellor relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. **DISPUTE RESOLUTION.**

a. **Mediation.** Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. **Dispute Regarding Fees.** Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. **Binding Arbitration.** Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by

the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client maybe ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms of this section shall survive the termination of the Agreement.

12. **ENTIRE AGREEMENT.** This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

13. **SEVERABILITY.** Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.



14. **NON-WAIVER.** None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.



15. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

16. ASSIGNMENT. The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

SO AGREED:

CLIENT SIGNATURE	ATTORNEY SIGNATURE
<b>Warner Unified School District</b>	<b>Lozano Smith, LLP</b>
BY <i>(Authorized Signature)</i> 	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Andrea Sissons, Superintendent</b>	PRINTED NAME AND TITLE OF PERSON SIGNING <b>Karen M. Rezendes, Managing Partner</b>
DATE EXECUTED <b>7/5/23</b>	DATE EXECUTED <b>06/21/2023</b>



PROFESSIONAL RATE SCHEDULE  
FOR WARNER UNIFIED SCHOOL DISTRICT

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate\*:

Partner** / Senior Counsel / Of Counsel	\$ 295 - \$ 395 per hour
Associate	\$ 250 - \$ 295 per hour
Paralegal / Law Clerk	\$ 185 - \$ 225 per hour
Consultant	\$ 350 - \$ 395 per hour

\* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.

\*\* Rates for work performed by Senior Partners with 20 years of experience or more may range from \$395 - \$450 per hour. <sup>1</sup>

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing	\$ 0.25 per page
Facsimile	\$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

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<sup>1</sup> Sale or Lease of Real Property Work:

Partner / Senior Counsel / Of Counsel	\$ 450 per hour
Associate	\$ 375 per hour
Paralegal / Law Clerk	\$ 225 per hour

## Consent Agenda



**Commercial Warrants**  
**June and July 2023**

**Commercial Warrant Detail - June 2023**

Date	Reference	Name 1	Fund	Inv Amount
6/1/2023	14024865	SPECIALIZED THERAPY SERVICES	0100	1725.38
6/1/2023	14024866	LLOYD PEST CONTROL	0100	115.00
6/1/2023	14024867	RAMONA UNIFIED SCHOOL DISTRICT	0100	40689.22
6/5/2023	14025976	NETFORTRIS	0100	1038.22
6/8/2023	14027595	CARNEGIE LEARNING	0100	1642.95
6/8/2023	14027596	MELISSA RIZZO	0100	1545.80
6/8/2023	14027597	BRIGETTE SPINKS	0100	21.24
6/8/2023	14027597	BRIGETTE SPINKS	0100	24.00
6/8/2023	14027598	SAN DIEGO UNION TRIBUNE	0100	324.05
6/8/2023	14027599	AMAZON CAPITAL SERVICES	0100	17.21
6/8/2023	14027599	AMAZON CAPITAL SERVICES	0100	1002.03
6/8/2023	14027599	AMAZON CAPITAL SERVICES	0100	457.15
6/8/2023	14027599	AMAZON CAPITAL SERVICES	0100	25.78
6/8/2023	14027600	CLINICAL LABORATORY	0100	1505.00
6/8/2023	14027601	WATER SYSTEM MANAGEMENT	0100	1801.27
6/8/2023	14027602	SYSCO SAN DIEGO	1300	679.12
6/8/2023	14027603	SWRCB ACCOUNTING OFFICE	0100	1738.00
6/12/2023	14028899	ASBURY ENVIRONMENTAL SERVICES	0100	150.00
6/12/2023	14028900	BOB GREER ELECRIC	0100	290.00
6/12/2023	14028901	RAMON LEYBA	0100	1801.25
6/12/2023	14028902	STAPLES CREDIT PLAN	0100	206.77
6/12/2023	14028903	FIREHOUSE GLASS & SCREEN	0100	626.77
6/12/2023	14028904	SAN DIEGO GAS & ELECTRIC	0100	1250.14
6/12/2023	14028905	LOURDES MARTINEZ	0100	300.00
6/12/2023	14028906	SCHOOL SERVICES OF CALIFORNIA	0100	195.00
6/15/2023	14030691	OCEANUS BOTTLED WATER,INC	0100	479.00
6/15/2023	14030692	INTERQUEST GROUP INC	0100	310.00
6/15/2023	14030693	EWING IRRIGATION PRODUCTS INC	0100	237.09
6/15/2023	14030694	CAL PACIFIC TRUCK CENTER,LLC	0100	730.41
6/15/2023	14030695	AT&T MOBILITY	0100	402.80
6/15/2023	14030696	GEOCON INC.	0100	925.00
6/15/2023	14030697	US GREEN ENERGY TECHNOLOGIES	0100	11500.00
6/15/2023	14030698	GLORIOSA VINEYARDS & WATER SERVICES	0100	600.00
6/15/2023	14030699	STEIN EDUCATION CENTER	0100	7896.73
6/20/2023	14034201	U.S. POSTAL SERVICE	0100	146.00
6/20/2023	14034202	LETICIA KEANE	1200	83.43
6/20/2023	14034203	RAMONA DISPOSAL	0100	420.06
6/20/2023	14034204	LOZANO SMITH	0100	1006.50
6/20/2023	14034204	LOZANO SMITH	0100	2110.50
6/22/2023	14035570	SOUTHERN COUNTIES LUBRICANTS LLC	0100	3445.06
6/22/2023	14035571	OCEANUS BOTTLED WATER,INC	0100	155.00
6/22/2023	14035572	JASMINE PAYNE	0100	1496.67
6/22/2023	14035573	CARL FOCARELLI	0100	97.23
6/22/2023	14035573	CARL FOCARELLI	0100	115.28
6/22/2023	14035574	JIMENEZ PLUMBING SOLUTIONS	0100	7800.00
6/22/2023	14035575	LLOYD PEST CONTROL	0100	96.00
6/22/2023	14035576	LETICIA KEANE	0100	300.00
6/22/2023	14035577	RAMON LEYBA	0100	605.22
6/22/2023	14035578	OREILLY AUTOMOTIVE STORES	0100	411.66
6/22/2023	14035578	OREILLY AUTOMOTIVE STORES	0100	302.93

6/22/2023 14035579	US FOODSERVICE	1300	708.79
6/26/2023 14037030	ANDREA SISSONS	0100	315.71
6/26/2023 14037031	DIAMOND ENVIRONMENTAL SERVICES LP	0100	933.76
6/26/2023 14037032	FLEET MAINTENANCE SERVICES	0100	8453.50
6/26/2023 14037033	LEAF	0100	1323.14
6/26/2023 14037034	CARE SOLACE	0100	523.00
6/26/2023 14037035	NETFORTRIS	0100	1090.13
6/26/2023 14037035	NETFORTRIS	0100	2133.02
6/26/2023 14037036	CANON FINANCIAL SERVICES,INC	0100	965.39
6/26/2023 14037037	GUIDED DISCOVERIES,INC	0100	1403.86
6/26/2023 14037038	HOME DEPOT CREDIT SERVICES	0100	202.96
6/26/2023 14037039	BONSALL PETROLEUM CONSTRUCTION	0100	200.70
6/26/2023 14037040	AT&T	0100	98.27
6/26/2023 14037041	RAMONA UNIFIED SCHOOL DISTRICT	0100	16290.38
6/26/2023 14037042	LOZANO SMITH	0100	2244.50

**Commercial Warrant Detail - July 2023**

Date	Reference	Name 1	Fund	Inv Amount
7/10/2023	14040423	MELISSA RIZZO	0100	1468.51
7/13/2023	14041513	JIMENEZ PLUMBING SOLUTIONS	0100	14581.34
7/13/2023	14041513	JIMENEZ PLUMBING SOLUTIONS	0100	675.00
7/13/2023	14041514	JAVKIN LLC	0100	5286.00
7/13/2023	14041514	JAVKIN LLC	0100	5001.65
7/13/2023	14041515	WATER SYSTEM MANAGEMENT	0100	879.35
7/13/2023	14041516	US FOODSERVICE	1300	584.19
7/17/2023	14042340	ALL STATE PROPANE	0100	1712.48
7/17/2023	14042341	CALIFORNIA DEPT OF EDUCATION	1300	136.50
7/17/2023	14042342	ROMAN'S TRUCK BODY & PAINT	0100	11697.27
7/17/2023	14042343	PATRICK C. HUMPHREY	0100	118.05
7/17/2023	14042344	LLOYD PEST CONTROL	0100	115.00
7/17/2023	14042345	CAL PACIFIC TRUCK CENTER,LLC	0100	3268.67
7/17/2023	14042345	CAL PACIFIC TRUCK CENTER,LLC	0100	3304.35
7/17/2023	14042346	ALMA	0100	4589.45
7/17/2023	14042347	PATRICE MALLOY	0100	71.39
7/17/2023	14042348	EFFECTIVE COMMUNICATION THERAPY SERVICES	0100	4988.75
7/17/2023	14042349	CLINICAL LABORATORY	0100	200.00
7/17/2023	14042350	PARKHOUSE TIRE, INC.	0100	2778.92
7/17/2023	14042351	OREILLY AUTOMOTIVE STORES	0100	211.30
7/17/2023	14042352	PACIFIC LAWN MOWER WORKS	0100	306.74
7/17/2023	14042353	RAMONA DISPOSAL	0100	420.06
7/17/2023	14042354	SAN DIEGO GAS & ELECTRIC	0100	1209.15
7/17/2023	14042355	SYSCO SAN DIEGO	1300	441.65
7/17/2023	14042356	STANDARD INSURANCE COMPANY	0100	449.18
7/17/2023	14042357	CASBO	0100	1750.00
7/20/2023	14043506	SAN DIEGO COUNTY OFFICE OF EDUCATION	0100	125.00
7/20/2023	14043507	CALIFORNIA SCHOOLS VEBA	0100	2396.93
7/20/2023	14043508	HATCH & CESARIO	0100	482.00
7/20/2023	14043509	SOUTHERN COUNTIES LUBRICANTS LLC	0100	1600.40
7/20/2023	14043510	SAN DIEGO COUNTY SUPERINTENDENT OF SCHOO	0100	86.29
7/20/2023	14043511	SPECIALIZED THERAPY SERVICES	0100	703.05
7/20/2023	14043512	THOMAS SILVA	0100	1618.75
7/20/2023	14043513	ORANGE COUNTY DEPT. OF EDUCATION	0100	5.36
7/20/2023	14043514	LLOYD PEST CONTROL	0100	104.00
7/20/2023	14043515	BORREGO SPRINGS UNIFIED SCHOOL DISTRICT	0100	24615.02
7/20/2023	14043516	RURAL COMMUNITY ASSISTANCE CORP.	0100	187.50
7/20/2023	14043517	NETFORTIS	0100	860.52
7/20/2023	14043518	AMAZON CAPITAL SERVICES	0100	665.17
7/20/2023	14043519	GLORIOSA VINEYARDS & WATER SERVICES	0100	600.00
7/20/2023	14043520	ROTOLO CHEVROLET	0100	64645.50
7/20/2023	14043521	SOUTHWEST SCHOOL SUPPLY	0100	617.78
7/20/2023	14043522	BANK OF AMERICA BUSINESS CARD	0100	57.05
7/20/2023	14043522	BANK OF AMERICA BUSINESS CARD	0100	320.50
7/20/2023	14043522	BANK OF AMERICA BUSINESS CARD	0100	798.42
7/20/2023	14043523	COUNTY OF SD, REGISTRAR OF VOT	0100	1153.00
7/24/2023	14044502	BANK OF AMERICA BUSINESS CARD	0100	506.49
7/24/2023	14044502	BANK OF AMERICA BUSINESS CARD	0100	346.89
7/24/2023	14044502	BANK OF AMERICA BUSINESS CARD	0100	0.66
7/24/2023	14044502	BANK OF AMERICA BUSINESS CARD	0100	298.00
7/27/2023	14045844	SHANNON STEIN	0100	200.78
7/27/2023	14045845	LEAF	0100	601.43

7/27/2023 14045846	ROCKWELL PRINTING INC	0100	150.65
7/27/2023 14045847	KAREN LIMAHAI	0100	600.00
7/27/2023 14045848	STEIN EDUCATION CENTER	0100	5818.65

**Purchase Orders  
June and July 2023**

**WUSD PO LIST PERIOD COVERED 6/1/2023 - 6/30/2023**

DATE	VENDOR NAME	PO#	AMOUNT
6/5/2023	DELTA MATH	23-66033	290
6/12/2023	SOUTHWEST SCHOOL SUPPLY	23-66034	617.77
6/202023	TPT	23-66035	2,775.00

**WUSD PO LIST PERIOD COVERED 7/1/2023 - 7/31/2023**

DATE	VENDOR NAME	PO#	AMOUNT
7/6/2023	CSM SALES	23-66036	10,806.23
7/6/2023	SOUTHWEST SCHOOL SUPPLY	23-66037	317.65
7/10/2023	CURRICULUM ASSOCIATES	23-66038	16,949.71
7/11/2023	COAST SEWING	23-66039	2,637.28
7/12/2023	CASBO	23-66040	1,750.00
7/20/2023	WAXIE	23-66041	
7/20/2023	PADRE	23-66042	12,093.38
7/20/2023	ALMA	23-66043	4,589.45
7/20/2023	ROTOLO CHEVROLET	23-66044	64,645.50
7/24/2023	HOWARD TECHNOLOGY	23-66045	41,903.75



**Patrice Malloy as a certificated substitute.**

**Angela Graham as a classified substitute, pending pre-employment screening.**

**Professional Services Agreement with Tom Silva Consulting for consulting services.**

## **PROFESSIONAL SERVICES AGREEMENT**

### **Consulting Services**

This agreement, between Warner Unified School District (hereinafter called Client) and Tom Silva Consulting, (hereinafter called Consultant) for the purpose of providing Client with Consultant's Professional services. Upon approval by the Warner Unified School Board this Agreement will be effective from July 1, 2023 through June 30, 2024.

#### **Article I: Consultant's Services**

Consultant will be obligated to provide such services as are described in the attached Exhibit A -- Scope of Services. The Consultant's services will be performed in accordance with generally accepted Professional practices and standards for the locality in which the services are provided and for the intended use of the project at the time such services are performed. The Consultant makes no other warranty either expressed or implied.

#### **Article II: Client's Responsibilities**

The Client shall provide complete, accurate, and timely information regarding its requirements for the project and shall designate by name a project representative authorized to act on its behalf. The Client shall examine documents or other instruments of service submitted by Consultant and shall render any decisions necessary promptly in order to avoid unreasonable delay. The Client shall also provide any additional services, other than those which Consultant is responsible to provide, which are reasonably necessary to complete the project, including but not limited to accurate and complete surveys and/or reports, geotechnical engineering services, testing services, inspections, and reports required by law. Client shall also make arrangements for Consultant's access to any location required for Consultant to provide its services.

#### **Article III: Ownership of Documents**

Letters, reports, and any other instruments of service to be provided by Consultant under this Agreement shall become the property of Client upon full payment to the Consultant and shall not be used by the Client on any other project or for completion of this project by others without the written authorization of Consultant. Consultant shall not be held liable for any reuse or modification of the letters, reports and any other instruments of services for purposes both within this Agreement and outside of this Agreement.

#### **Article IV: Successors and Assigns**

The Client and Consultant each bind themselves, their successors, and permitted assigns to the agreement. Neither Client nor Consultant shall assign or transfer its interests in this agreement without the prior written consent of the other; however, Consultant shall have the right to subcontract portions of the services to qualified subconsultants.

#### Article V: Miscellaneous Provisions.

- A. Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events or conditions beyond the other party's control.
- B. In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- C. This agreement may be terminated by either party upon seven days written notice.
- D. This agreement and any applicable Amendment(s) constitute the entire agreement between the parties and there are no conditions, agreements, or representatives between the parties except as expressed in said documents. It is not the intent of the parties to this agreement to form a partnership or joint venture.
- E. All claims, disputes, and other matters in question between the parties to this agreement, for projects totaling \$5,000 or more, arising out of, or relating to, this agreement or the breach thereof, shall be submitted to non-binding Mediation under the auspices of a mutually agreed upon Mediation Service experienced in handling construction related disputes prior to initiation of any lawsuit or other litigation unless the parties mutually agree otherwise. The cost of said Mediation shall be split equally between the parties. This agreement to mediate shall be specifically enforceable under the prevailing law of the jurisdiction in which this agreement was signed. In the event any matter is litigated, the parties hereby agree to waive their right to trial by jury and agree that any dispute shall be decided by a court trial without a jury.
- F. The Consultant shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of, persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyls (PCBs), or other toxic substances.
- G. Client agrees and covenants to limit the liability of the Consultant, their sub-consultants and all of their employees, agents, and officers (hereinafter the Consultant) to the Client and to all construction Contractors and Subcontractors on the project arising from the Consultant's performance or non-performance of this agreement, such that the total aggregate liability of the Consultant to all those named shall not exceed \$500,000 or the Consultant's total fee for the services rendered on this project, whichever is greater. The Client further agrees to require of said Contractors and all Subcontractors a similar limitation of the liability of the Consultant and of the Client, to said Contractors and Subcontractors due to the Consultant's performance or non-performance of this agreement. Neither Consultant nor Client shall be liable to the other for consequential or indirect damages of any kind.
- H. This Agreement and all related obligations and services are intended for the sole benefit of Client and Consultant and are not intended to create any third party rights or benefits except as expressly set forth herein.

#### Article VI: Payments to the Consultants

- A. Reimbursable Expenses are in addition to compensation for Basic Services and include expense incurred by the Consultant and Consultant's employees and consultants directly related to the Project, such as:

1. Unless billed at any hourly rate included within the Basic Services compensation, transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications.
2. Fees Paid for securing approval of authorities having jurisdiction over the Project.
3. Reproductions, plots, standard form documents, postage, handling and delivery of instruments of services.
4. Expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits requested by the Client in excess of that normally carried by the Consultant and the Consultant's consultants.
5. Other similar direct Project-related expenditures.

B. Payments are due and payable 30 (thirty) days from the date of the Consultant's invoice.

C. No deductions shall be made from the Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of charges in the work other than those for which the Consultant has been adjudged to be liable.

#### Article VII: Compensation

A. Consultant shall be compensated on an hourly basis not-to-exceed the amount of \$25,000 (Twenty Five Thousand Dollars) for basic services performed in accordance with Article I of this Agreement. The hourly rate for professional Services shall be \$175.00 per hour.


B. Additional Services of Consultant consultants shall be billed in the amounts that are invoiced to the Consultant, plus 10% (ten percent).

C. Reimbursable Expenses are in addition to compensation for Basic services and will be billed at actual cost of the expenses incurred by the Consultant, the Consultant's employees, and Consultant's consultants, that are directly related to the Project, plus 10% (ten percent). Reimbursable Expenses are not expected to exceed an estimate of \$1,500 (One Thousand Five hundred Dollars).

In witness thereof, the parties hereto have accepted, made, and executed this agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

Company: Tom Silva Consulting

Client: Warner Unified School District  
(Signature)

Name: 

Thomas Silva

Name: \_\_\_\_\_

Title: Owner

Title: \_\_\_\_\_

Address: 4254 View Place  
San Diego, CA 92115

Address: \_\_\_\_\_

## Exhibit A Scope of Services

### 1. Probable Projects Included within the Scope of this As-Needed Professional Services:

### 2. Services

- A. Front Entry Project – Mitigate the steep driveway approach and improve drainage
- B. Water Wells - Assist with the solution to solving the water well(s) problems by working with district consultants and meeting with the "water" team.
- C. New Bus EV Charging Station(s) – Work with staff and SDG&E to implement the provision of an electric bus charging station, or stations.
- D. New Carpeting Or Flooring – Assist staff in the identification of carpeting and new flooring needs and procure a vendor to get the work done.
- E. Development & Implementation of a Deferred Maintenance Plan – Prepare and identify potential funding for a Deferred Maintenance Plan
- F. Other Facilities Needs not yet identified by the Superintendent

### 3. Clarifications

Tom Silva Consulting services shall be limited to those expressly set forth above. If scope of services or deliverables is not specifically listed above, they are not considered part of this agreement. Tom Silva Consulting shall have no other obligations, responsibility, or deliverables for the Project except as agreed to in writing or as provided in the Client-Consultant Agreement. Additional Services can be added to this agreement based on written direction by the District. The Not To Exceed amount may need to be adjusted if additional services are requested by client.

# SDCOE Uniform Complaint Quarterly Reports Database

## Williams and Valenzuela Settlements

### Quarterly Complaint Summary ADD a new summary record

**Submitted By:** Rhonda Hill  
**Title:** Support Staff  
**Report Date:** 7/7/2023  
**Quarter:** 4/1/2023 - 6/30/2023  
**Number of Complaints  
for Quarter:**

	Received	Resolved	Unresolved
Instructional Material	0	0	0
Facilities	0	0	0
Misassignment	0	0	0

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San Diego County Office of  
Education

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**Calendar**  
**August 2023**

SUN	MON	TUE	WED	THU	FRI	SAT
30	31	Aug 1	2	3	4	5
6	7	8	9	10	11	12
	8am First Sta		First Day of Sc			
13	14	15	16	17	18	19
20	21	22	23	24	25	26
				8am Picture		
27	28	29	30	31	Sep 1	2
	9am UCSD Vision Screenings					