

San Pasqual Union School District

The Little School in the Valley

15305 Rockwood Road, Escondido, CA 92027-6700
Phone 760-745-4931 Fax 760-745-2473 E-Mail spusd@sanpasqualunion.net
Website: www.sanpasqualunion.com

BOARD OF EDUCATION REGULAR MEETING

Tuesday, June 19, 2018 at San Pasqual Union School

CALL TO ORDER

Blaise Jackson, President	_____	David Hersey, Member	_____
Tim Spivey, Clerk	_____	Scott Heidemann, Member	_____
Angie Baker, Vice President	_____	Shannon Hargrave, Supt /Secretary	_____
		Pamela Hansen, Recording Secretary	_____

I. CLOSED SESSION (4:30 Conference room)

- A. Personnel – appointments, transfers, resignations and/or reassignments.
- B. Conference with Legal Counsel – Anticipated Litigation (1 case) (Gov't Code section 54956.9)

II. REGULAR BOARD MEETING (5:30 Library)

- A. WELCOME TO GUESTS AND PLEDGE OF ALLEGIANCE
- B. REPORT OF ACTION TAKEN IN CLOSED SESSION

Action _____

Motion By _____ Seconded by _____

Vote: Jackson ___ Hersey ___ Baker ___ Heidemann ___ Spivey ___

- C. APPROVAL OF AGENDA AND MINUTES: Current agenda and minutes of the 05-8-18 meeting. Any changes for either the full agenda or the consent calendar must be made at this time.

Action _____

Motion By _____ Seconded by _____

Vote: Jackson ___ Hersey ___ Baker ___ Heidemann ___ Spivey ___

- D. HEARING OF THE PUBLIC: Persons wishing to speak to an item on the agenda or another topic that lies within the Board's jurisdiction.

ACTION / DISCUSSION ITEM

- E. PUBLIC HEARING ON BRIDGES PREPARATORY CHARTER SCHOOL PETITION: A public hearing will be held pursuant to Education Code section 47605(b) for the Board of

Education to consider the level of support of teachers employed by the District, other employees of the District, and parents for the charter petition submitted to establish the Bridges Preparatory Charter School.

- F. LCAP HEARING OF THE PUBLIC: Persons wishing to comment on the San Pasqual Union Local Control Accountability Plan as presented to be approved at the June 26th Board meeting.
- G. 2018-2019 DISTRICT BUDGET: The Board shall consider approval of next year's budget. This budget will be voted on at the June 26th meeting.
- H. SPETA SUNSHINE ARTICLES FOR 2018-2019 SCHOOL YEAR: The San Pasqual Education Teacher Association request to open negotiations on Article 3-Definitions, Article 20-Health and Welfare Benefits and Article 21 for the 2018-2019 school year.

DISTRICT UPDATE

- I. SUPERINTENDENTS REPORT
- J. MAINTENANCE REPORT

CONSENT AGENDA

- K. ADOPTION of 6-8 Houghton Mifflin Collections (ELA curriculum)
- L. FINANCIAL REPORTS: Collection advice, revolving cash, purchase orders, donations, credit card expenditures, and commercial warrants.
- M. LEGAL SERVICES AGREEMENT: Approval to sign legal services agreement with the law firm of Lozano Smith, LLP, Fagen Friedman & Fulfroost and Atkinson, Andelson, Loya, Ruud & Romo for 2018-2019.
- N. PERSONNEL REEMPLOYMENT: Position # 1031161, 30003055, 30007055, 30007056, 30008405

Action _____

Motion By _____ Seconded by _____

Vote: Jackson _____ Hersey _____ Baker _____ Heidemann _____ Spivey _____

BOARD ITEMS

- O. Comments by Trustees
- P. Next Board Meeting, Tuesday June 26, 2018- Adoption of Budget and approval of LCAP

ADJOURNMENT

Separate attachments available by request at the District office. San Pasqual Union provides appropriate disability accommodations. Any person who requires disability-related accommodations or modifications including auxiliary aids and services in order to participate in the Board meeting should contact the Superintendent or designee in writing.

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BOARD OF EDUCATION MINUTES

Tuesday, May 8, 2018 at San Pasqual Union School

Closed Session (4:00)

- Board reported that they conducted deliberation regarding the previous interviews for Superintendent / Principal position.

Regular Session

- Regular meeting called to order at 5:30 p.m. All members present with the exception of Member Heidemann. Superintendent Hargrave and recording secretary, Pamela Hansen were also present
- Public welcomed and flag salute recited
- Report from Closed Session: No formal action taken
- Member Heresy made a motion to approve the agenda with the venue change and minutes from the 4/10/18 meeting. Member Baker seconded the motion. Motion passed 4/0
- Corey Burbach, Cooperative Strategies, presented on the facilities impact of Safari Highlands Ranch new residential development. (Available on the SPU website)
- Public Hearing: Scott Graves pulled a card to address the board but addressed his questions during the Cooperative Strategies Presentation.
- Mark Burroughs, Geoff Horn, and Tracy LaVine presented the SPU technology plan (Available on the SPU website)
- Superintendent Report: Update on the following:
 - Arbor Day
 - Earth Day (SAGE Garden) 22 rotations (recycling, planting, etc)
 - Cinco de Mayo
 - ELD Training
 - Grade level PD with the Safari Park
 - State testing, two BBQ lunches
 - Middle School Track Meet (won 1st place overall)
 - Variety Show
 - Choir Disneyland Competition (1st place and spirit award overall)
 - Night at the Museum Gala - Raised \$30K+
 - Volunteer Breakfast Celebration
 - School Safety Summit
 - National Teacher Week
 - Boys volleyball and girls football teams off to a good start
 - Looking at staffing needs for next school year
 - Posted position for AP - closes 5/18
 - Teacher resignation (Keith Haman) and one retirement (Linda Tyler) posting internally this week

Anticipate being full in grades 2nd through 6th. Still watching our Kindergarten numbers; currently about 60 students (or 3 classes). Our 7th and 8th grade class sizes are tenuous as we expect the trend of increased foster youth from San Pasqual Academy to continue. Currently have 17 students.

- Financial Director Rhonda Brown presented the five year deferred maintenance plan. Discussed the 10 project categories, defined by the State Allocation Board, and how they pertain to San Pasqual Union and the areas of need.
- Oral Summary of Compensation Provisions and Approval of Employment Agreement for Superintendent/Principal:

The Brown Act was amended, effective January 1, 2017, to require the Governing Board, prior to taking final action on an employment agreement, to orally report a summary of a recommendation for the salaries, salary schedules, or compensation paid in the form of fringe benefits for local agency executives. The Superintendent is a local agency executive and a proposed contract is before us this evening.

The proposed contract will be for a term of two years, to run from July 1, 2018 through June 30, 2020. The Superintendent will receive an annual salary of \$135,000. The Superintendent will additionally receive a \$300 monthly automobile allowance, \$80 monthly cell phone allowance, a life insurance policy of up to \$200,000, and health and welfare benefits which are provided to the District's certificated employees. Other fringe benefits include 12 sick days per year, 22 vacation days per year, payment for membership dues in the Association of California School Administrators and one other organization, and reimbursement for actual and necessary expenses while performing day-to-day duties for the District.

Member Hersey moved to approve the contract. Member Baker seconded the motion.
Motion passed 4/0
- Approval for the Declaration of Need that reports estimated emergency permits to the CTC and SDCOE.

Member Hersey moved to approve. Member Spivey seconded the motion.
Motion passed 4/0
- Approval of Resolution #17-18-07 – adopts the authorizing agents to receive mail and pick up warrants at SDCOE.

Member Spivey moved to approve. Member Hersey seconded the motion.
Motion passed 4/0
- Approval of Resolution #17-18-08 adopts the designation that ascertains and certifies that each employee of the district has taken the oath of allegiance.

Member Baker moved to approve. Member Hersey seconded the motion.
Motion passed 4/0
- Approval of Resolution #17-18-09 adopts the designation of authorized agents to sign the school orders (commercial warrants).

Member Hersey moved to approve. Member Baker seconded the motion.
Motion passed 4/0
- Approval of Resolution #17-18-10 adopts the resolution authorizing the replacement of warrants.

Member Spivey moved to approve. Member Baker seconded the motion.
Motion passed 4/0

- Approval of Resolution #17-18 –11 adopts resolution authorizing the SDCOE to release credentials held warrants to employees who have provided required credential paper work.
Member Hersey moved to approve. Member Baker seconded the motion.
Motion passed 4/0
- Approval of Resolution #17-18-12 adopts the resolution allowing the following authorization for fiscal year 2018-2019 to temporarily transfer funds between the following funds provided that all transfers are approved by the Superintendent or designee.
Member Baker moved to approve. Member Spivey seconded the motion.
Motion passed 4/0
- Approval of Resolution #17-18-13 adopts the resolution stating that the monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36
Member Hersey moved to approve. Member Spivey seconded the motion.
Motion passed 4/0
- Approval of Resolution #17-18-14 adopts resolution authorizing the transfer of district budgetary funds between expenditures classification after June 30th.
Member Baker moved to approve. Member Hersey seconded the motion.
Motion passed 4/0

Consent Agenda

Member Hersey moved to approve the consent agenda. Member Baker seconded the motion.
Motion passed 4/0

Comments by Trustees:

Member Spivey: Mr. Spivey thought the Foundation event was the best so far and was very happy with how successful it was. He welcomes Mark Burroughs. He was also impressed with the technology presentation and is interested in trying to find private funding to help with our growing needs.

Member Baker: Mrs. Baker is happy we are addressing the Wifi in the Valley. She feels it is a tremendous problem for families that live there. She also welcomed and congratulated Mark Burroughs as the new Superintendent.

Member Hersey: Mr. Hersey thanks Mark Burroughs, Geoff Horn and Tracy LaVine for the technology update. He is also looking forward to seeing where the Cooperative Strategies project goes.

Member Jackson: Mr. Jackson agrees with all the board members. He welcomes Mark Burroughs and feels confident that Mark will be successful in his new role.

Regular meeting adjourned at 6:48

Next meeting 6/19/2018 Closed session 4:30pm

San Pasqual Education Teacher Association (CTA/NEA)

Initial Bargaining Proposal

May 2018

The San Pasqual Education Teacher Association hereby submits the following initial proposal to begin negotiations with the San Pasqual Union School District for the 2018-2019 School year.

Article 21(5F.) Salary • Reinstatement Curriculum and Instruction Committee by mutual agreement between District and Union.

Article 3(M) Definitions • Further clarification of "Compensation Time" in regards to unused comp-time.

Article 20. Health and Welfare Benefits • Improvements in current medical, dental, and vision coverage for employees, and dependents.

Article 21. Salary • Increase wages to the median or higher quartiles with comparable county and state districts that will attract and retain the highest quality educators

Please let me know which dates the District has available for bargaining.

Thank you,

Michelle McGill SPETA President

**SAN PASQUAL UNION SCHOOL DISTRICT
COLLECTION ADVICE
FOR THE MONTH OF MAY 2018**

INCOME:

Apple Tours	\$30.00
Foundation	\$33,000.00
Cinco de Mayo	<u>\$334.00</u>

Total	\$33,364.00
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REIMBURSEMENT:

Lunch	\$8,367.28
Snacks	\$447.50
School Nutrition-Federal April '18	\$8,250.31
School Nutrition-State April '18	\$585.73
Arbor Day T-shirts-PTO	\$589.80
Earth Day T-shirts	\$240.00
Field Day T-shirts	\$1,492.00
Retirement Benefits-Bostroms	\$1,219.50
Padre Game-Teacher Appreciation	\$775.00
Disneyland Refund	\$552.00
VAPA-Bow Tie/Cummerbund	\$15.00
Broken Headset	\$11.00
Preschool Tuition	\$14,323.75
Preschool Registration	\$1,740.00
Preschool Lunches	\$225.75
Kids Club Tuition	\$14,242.00
Kids Club Registration	<u>\$810.00</u>

Total	\$53,886.62
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GRAND TOTAL	<u>\$87,250.62</u>
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**SAN PASQUAL UNION SCHOOL DISTRICT
MONTHLY LIST OF REVOLVING CASH FUND PAYMENT
FOR MAY 2018**

<u>CHECK #</u>	<u>DATE</u>	<u>PAYEE/ACCOUNT#</u>	<u>PURPOSE</u>	<u>AMOUNT</u>
998	05/07/18	Miramar Landfill 0100 0000000 0000 8200 4300000 000	Wood Chips	136.00
999	5/9/2018	Miramar Landfill 0100 0000000 0000 8200 4300000 000	Wood Chips	102.00
1000		VOID		
General Fund				
0100 0000000 0000 8200 4300000 000				238.00

TOTAL REVOLVING CASH PAYMENT \$238.00

CERTIFICATION OF APPROVAL OF REVOLVING CASH FUND PAYMENTS

I hereby certify that the Governing Board in its meeting June 19, 2018 approved the list of
Revolving Cash Fund Payments for the month of May 2018.

Date

Shannon Hargrave, District Superintendent

**SAN PASQUAL UNION SCHOOL DISTRICT
MONTHLY LIST OF REVOLVING CASH FUND PAYMENT
FOR JUNE 2018**

<u>CHECK #</u>	<u>DATE</u>	<u>PAYEE/ACCOUNT#</u>	<u>PURPOSE</u>	<u>AMOUNT</u>
1001	06/06/18	San Diego Zoo Global 0100 0000000 0000 8200 4300000 000	2nd Grade Field Trip	400.00
1002	6/11/2018	Irene Kyung-Sweets & Eats 0100 0000000 0000 8200 4300000 000	Cupcakes-Graduation	250.00
1000		VOID		

General Fund

0100 0000000 0000 8200 4300000 000 650.00

TOTAL REVOLVING CASH PAYMENT \$650.00

CERTIFICATION OF APPROVAL OF REVOLVING CASH FUND PAYMENTS

I hereby certify that the Governing Board in its meeting June 19, 2018 approved the list of
Revolving Cash Fund Payments for the month of June 2018.

Date

Shannon Hargrave, District Superintendent

PURCHASE ORDER REPORT
MAY 2018

PO Number	Date	Supplier	Description	Fund	Amount
000000816	5/4/2018	PAPERDIRECT	GRADUATION SUPPLIES	0100	215.20
000000817	5/14/2018	FOUNDATION FOR EDUCATIONAL	REGISTRATION FEES	0100	1,285.00
000000818	5/21/2018	LAKESHORE LEARNING MATERIALS	INSTRUCTIONAL SUPPLEIS	0100	210.05
000000819	5/23/2018	MI TECHNOLOGIES, INC	PROJECTOR BULB	0100	105.60
000000820	5/31/2018	COMM USA	BATTERIES	0100	132.68

COMMERCIAL WARRANT REPORT

MAY 2018

Supplier ID	Supplier	Payment Date	Amount	Description
000000263	ELDON DRAPERY CLEANERS	5/4/2018	2,613.00	STAGE DRAPERY CLEANING
000000264	RUDY VALLES	5/4/2018	60.00	REIMB 6TH GRADE CAMP
S01000	SSDA	5/4/2018	400.00	SUPERINTENDENT BOOT CAMP FEES
S01161	SUNRISE PRODUCE	5/4/2018	1,112.92	CAFETERIA PRODUCE
U00401	US FOODS	5/4/2018	4,739.99	CAFETERIA FOOD
W00271	WELLS FARGO	5/4/2018	982.65	SIFUENTES CREDIT CARD PAYMENT
W00272	WELLS FARGO	5/4/2018	529.82	HANSEN CREDIT CARD PAYMENT
W00275	WELLS FARGO	5/4/2018	1,880.26	BROWN CREDIT CARD PAYMENT
000000231	GOLD STAR FOODS, INC	5/10/2018	711.82	CAFETERIA SNACKS
000000012	SAN DIEGO UNION TRIBUNE, LLC	5/14/2018	270.48	PUBLICATION OF PUBLIC HEARING
000000064	WESS TRANSPORTATION SERVICES INC	5/14/2018	826.88	CHARTER BUS FOR FIELD TRIP
000000067	REPUBLIC SERVICES	5/14/2018	1,137.10	TRASH & RECYCLING SERVICE
000000092	SHAINA MILLER	5/14/2018	255.60	REIMB EARTH DAY SUPPLIES
000000094	READY LINE FLEET SERVICE INC	5/14/2018	381.00	BUS INSPECTION
000000102	SOLIANT HEALTH, INC.	5/14/2018	2,107.50	OT SERVICES
000000162	ANA L HUI	5/14/2018	525.00	TRANSLATIONS
000000177	GOPHER PATROL	5/14/2018	300.00	GOPHER CONTROL
000000184	EDUCATIONAL PRODUCTS, INC	5/14/2018	1,179.59	ARBOR DAY T-SHIRTS
000000186	JULIAN MINING COMPANY	5/14/2018	731.60	4TH GRADE FIELD TRIP
000000209	MANO A MANO FOUNDATION	5/14/2018	2,000.00	EL PARENT PROGRAM
000000241	COOPERATIVE STRATEGIES	5/14/2018	1,669.13	DEVELOPER FEE STUDY
000000265	ADRIANA MORRIS	5/14/2018	81.84	REIMB SUPPLIES CINCO DE MAYO
000000266	RAYMUNDO SIFUENTES	5/14/2018	102.00	REIMB CUSTODIAL SUPPLIES
000000267	JEN GILBERT	5/14/2018	27.00	REIMB TPT & PLC
B00350	CARRIE BRONSON	5/14/2018	88.72	REIMB VOLUNTEER SUPPLIES
C00285	ROYLYNNE CASSERLY	5/14/2018	12.00	REIMB PD
C00370	CHEVRON USA INC.	5/14/2018	158.91	VAN/TRUCK FUEL
G00070	GALASSO'S BAKERY	5/14/2018	72.00	BAKERY SERVICE
H00330	HERRERA ENGINEERING	5/14/2018	3,500.00	MUNICIPAL STORM WATER PERMIT
H00500	HOLLANDIA DAIRY	5/14/2018	1,701.19	MILK, JUICE, DAIRY PRODUCTS
H00530	HOME DEPOT	5/14/2018	675.48	CUSTODIAL SUPPLIES
M00115	JOLENE MALLORY	5/14/2018	264.76	REIMB SCIENCE SUPPLIES
O00101	OFFICE DEPOT, INC.	5/14/2018	558.62	SUPPLIES
P00314	PEARSON	5/14/2018	102.00	SPECIAL ED MATERIALS
R00190	KIM READ-SMITH	5/14/2018	178.16	REIMB MILEAGE VAPA
R00250	RENAISSANCE LEARNING, INC.	5/14/2018	69.75	STAR READING ADD-ON
R00300	REVOLVING CASH FUND	5/14/2018	247.50	REIMB REVOLVING CASH
S00798	SMART & FINAL	5/14/2018	824.80	KIDS CLUB/PRE-SCHOOL SNACKS
000000167	SITEONE LANDSCAPE SUPPLY	5/15/2018	667.27	CUSTODIAL SUPPLIES
000000185	OVERDRIVE, INC	5/15/2018	2,500.00	ONLINE BOOKS DEPOSIT
A00600	AT&T	5/15/2018	773.60	TELEPHONE/LONG DISTANCE SERVICE
P00025	P&R PAPER SUPPLY COMPANY	5/15/2018	629.33	CAFETERIA SUPPLIES
P00995	PZA GUY, INC.	5/15/2018	1,068.00	CAFETERIA FOOD - PIZZA
S01169	SUPREME OIL COMPANY	5/15/2018	910.55	BUS FUEL
B00060	BAD WOLF PRESS	5/17/2018	152.61	VAPA ELEMENTARY PLAYS
C00260	CANON FINANCIAL SERVICES	5/17/2018	1,932.27	LEASE AND COPY FEES
H00180	TIM HARMON	5/17/2018	32.70	REIMB MILEAGE
M00235	MICHELLE MCGILL	5/17/2018	32.70	REIMB MILEAGE
O00101	OFFICE DEPOT, INC.	5/17/2018	9.59	SUPPLIES
P00195	PAPERDIRECT	5/17/2018	208.72	GRADUATION MATERIALS
P00491	PITNEY BOWES/PURCHASE POWER	5/17/2018	200.00	POSTAGE
R00100	RADY CHILDREN'S HOSPITAL-	5/17/2018	564.00	SCHOOL NURSE CONSULTANT SERVICE

COMMERCIAL WARRANT REPORT

MAY 2018

S00140	SAN DIEGO GAS & ELECTRIC	5/17/2018	11,008.78	GAS & ELECTRIC SERVICE
S00770	SIMPLEXGRINNELL	5/17/2018	1,167.96	ALARM SYSTEM REPAIR
0000000141	NICOLE DEVINE	5/18/2018	212.87	SPECIAL ED MILEAGE REIMB
0000000150	MI TECHNOLOGIES, INC	5/24/2018	104.52	PROJECTOR BULBS
0000000127	AURELIO AGUILAR	5/25/2018	240.00	CUSTODIAL SERVICES
0000000171	JENNIFER LYNCH	5/25/2018	271.95	REIMB STEAM SUPPLIES
0000000202	GEOFF HORN	5/25/2018	22.89	REIMB MILEAGE
0000000260	ALLYSON THOMPSON	5/25/2018	32.70	REIMB MILEAGE
0000000266	RAYMUNDO SIFUENTES	5/25/2018	68.00	REIMB CUSTODIAL SUPPLIES
0000000268	AUTOTUDE MOBILE DETAIL	5/25/2018	700.00	BUS OTHER SERVICES
A00620	ATKINSON, ANDELSON, LOYA, RUUD	5/25/2018	62.50	ATTORNEY SERVICES
B00350	CARRIE BRONSON	5/25/2018	27.00	REIMB PD AND TPT
C00091	CA DEPARTMENT OF EDUCATION	5/25/2018	36.40	COMMODITY DELIVERY FEE
E00178	EL PLANTIO NURSERY	5/25/2018	85.34	CUSTODIAL SUPPLIES
G00200	GLASER & BAILEY AWARDS, INC	5/25/2018	431.54	SPORTS AWARDS
O00282	ORIENTAL TRADING CO. INC.	5/25/2018	72.62	STEAM SUPPLIES
P00375	PEREZ, JOSHUA	5/25/2018	12.00	REIMB PD
0000000070	MILLS COMMUNICATIONS	5/29/2018	275.00	PHONE SERVICE AGREEMENT
0000000094	READY LINE FLEET SERVICE INC	5/29/2018	431.56	BUS MAINTENANCE & REPAIR
A00600	AT&T	5/29/2018	963.91	TELEPHONE/LONG DISTANCE SERVICE
C00438	CITY OF ESCONDIDO	5/29/2018	1,211.78	WATER PAYMENT
O00101	OFFICE DEPOT, INC.	5/29/2018	728.99	SUPPLIES
0000000102	SOLIANT HEALTH, INC.	5/30/2018	1,405.00	OT SERVICES

**SAN PASQUAL UNION SCHOOL DISTRICT
DONATIONS
FOR THE MONTH OF MAY 2018**

<u>Organization/General Public</u>	<u>Donation</u>	<u>Purpose</u>
Foundation	\$30,000.00	PE, Music, Science, Art, Garden, Technology
	\$1,500.00	Sage Garden
	\$1,500.00	Red Barn Arts



Prepared For	SAN PASQUAL UNION SCHOOL SHANNON L HARGRAVE
Account Number	
Statement Closing Date	04/24/18
Days in Billing Cycle	32
Next Statement Date	05/23/18

For 24-Hour Customer Service Call:
800-225-5935

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Payments:
Payment Remittance Center PO Box 77033
Minneapolis, MN 55480-7733

Credit Line	\$15,250
Available Credit	\$15,250

Payment Information

New Balance	\$0.00
Current Payment Due (Minimum Payment)	\$0.00
Current Payment Due Date	05/15/18

Account Summary

Previous Balance		\$181.45
Credits	-	\$0.00
Payments	-	\$181.45
Purchases & Other Charges	+	\$0.00
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$0.00

Rate Information

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	11.250%	.03082%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	25.490%	.06983%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
04/13	04/13	7485620FT0A9HLKD8	Branch Payment - Check	181.45	

See reverse side for important information.

1-02



Prepared For	SAN PASQUAL UNION SCHOOL RAYMUNDO SIFUENTES
Account Number	
Statement Closing Date	04/24/18
Days in Billing Cycle	32
Next Statement Date	05/23/18

For 24-Hour Customer Service Call:
800-225-5935

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Payments:
Payment Remittance Center PO Box 77033
Minneapolis, MN 55480-7733

Credit Line	\$3,000
Available Credit	\$2,017

Payment Information

If you wish to pay off your balance in full: The balance noted on your statement is not the payoff amount. Please call 800-225-5935 for payoff information.

New Balance	\$982.65
Current Payment Due (Minimum Payment)	\$25.00
Current Payment Due Date	05/15/18

Account Summary

Previous Balance		\$281.77
Credits	-	\$0.00
Payments	-	\$281.77
Purchases & Other Charges	+	\$982.65
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$982.65

Rate Information

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	11.740%	.03216%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	25.490%	.06983%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
04/04	04/04	2449215FEMHEBVKLW	SQ *H2GO FRESH DRIN ESCONDIDO CA		7.50
04/10	04/10	2443106FL2DYR308G	AMAZON.COM AMZN.COM/BILL AMZN.COM/BILL WA		37.60
04/13	04/13	2442733FR3FRQ4NTY	AUTO PARK CAR WASH ESCONDIDO CA		33.95
04/13	04/13	2469216FP2XYSZ5J2	Amazon.com AMZN.COM/BILL WA		147.65
04/13	04/13	7485620FT0A9HLKQT	Branch Payment - Check	281.77	
04/14	04/14	2469216FR2XBD3QXM	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA		712.85
04/16	04/16	2444500FVEJ3SARMZ	LITTLE CAESARS 1658 0002 ESCONDIDO CA		43.10

See reverse side for important information.

DETACH HERE

Detach and mail with check payable to Wells Fargo to receive your Current Payment Due Date

1-02



Prepared For	SAN PASQUAL UNION SCHOOL PAMELA HANSEN
Account Number	
Statement Closing Date	04/24/18
Days in Billing Cycle	32
Next Statement Date	05/23/18

For 24-Hour Customer Service Call:
800-225-5935

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Payments:
Payment Remittance Center PO Box 77033
Minneapolis, MN 55480-7733

Credit Line	\$1,000
Available Credit	\$470

Payment Information

New Balance	\$529.82
Current Payment Due (Minimum Payment)	\$25.00
Current Payment Due Date	05/15/18

If you wish to pay off your balance in full: The balance noted on your statement is not the payoff amount. Please call 800-225-5935 for payoff information.

Account Summary

Previous Balance		\$528.60
Credits	-	\$0.00
Payments	-	\$528.60
Purchases & Other Charges	+	\$529.82
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$529.82

Rate Information

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	11.250%	.03082%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	25.490%	.06983%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
04/05	04/05	2443106FGWQ1J09KZ	ALBERTSONS 4713 ESCONDIDO CA		153.92
04/09	04/09	2449398FK0ZRBF4RZ	SUBMARINA ESCONDIDO CA		149.04
04/10	04/10	2423168FM60T2JMGW	SOPRONOS PIZZA ESCONDIDO CA		76.78
04/12	04/12	2443106FP0RWQ166G	TV NEWS CLIPS INC 800-799-8881 FL		60.00
04/13	04/13	7485620FT0A9HLM3Z	Branch Payment - Check	528.60	
04/16	04/16	2443106FVBLR3HZLS	OLIVE GARDEN 0021357 ESCONDIDO CA		90.08

See reverse side for important information.



Prepared For	SAN PASQUAL UNION SCHOOL MR MARK BURROUGHS
Account Number	
Statement Closing Date	04/24/18
Days in Billing Cycle	32
Next Statement Date	05/23/18

For 24-Hour Customer Service Call:
800-225-5935

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Payments:
Payment Remittance Center PO Box 77033
Minneapolis, MN 55480-7733

Credit Line	\$1,000
Available Credit	\$1,000

Payment Information

Credit Balance	-\$141.66
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Your account has a credit balance,
no payment is due.

Account Summary

Previous Balance		\$0.00
Credits	-	\$141.66
Payments	-	\$0.00
Purchases & Other Charges	+	\$0.00
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	-\$141.66

Rate Information

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	11.250%	.03082%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	25.490%	.06983%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
04/01	04/01	7489216FB2XK9WWXJ	HOTELS.COM144922556657 HOTELS.COM WA	141.66	

See reverse side for important information.

DETACH HERE



Prepared For	SAN PASQUAL UNION SCHOOL RHONDA M BROWN
Account Number	
Statement Closing Date	04/24/18
Days in Billing Cycle	32
Next Statement Date	05/23/18

For 24-Hour Customer Service Call:
800-225-5935

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Payments:
Payment Remittance Center PO Box 77033
Minneapolis, MN 55480-7733

Credit Line	\$15,250
Available Credit	\$12,825

Payment Information

If you wish to pay off your balance in full: The balance noted on your statement is not the payoff amount. Please call 800-225-5935 for payoff information.

New Balance	\$1,880.26
Current Payment Due (Minimum Payment)	\$37.00
Current Payment Due Date	05/15/18

Account Summary

Previous Balance		\$2,064.74
Credits	-	\$54.74
Payments	-	\$2,064.74
Purchases & Other Charges	+	\$1,935.00
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$1,880.26

Rate Information

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	11.740%	.03216%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	25.490%	.06983%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
03/22	03/24	2455930F2S66JME4T	SD FAIR EXHIBITS 858-7551161 CA		105.00
03/26	03/26	2443106F5KJ8REHPM	FASTRAK CSC 415-486-8655 CA		25.00
04/04	04/04	2469216FE2XJ386XB	BARNES&NOBLE.COM-BN 800-843-2665 NY		128.92
04/05	04/05	2469216FF2Y0A7SZ8	APL* ITUNES.COM/BILL 866-712-7753 CA		3.99
04/07	04/07	2469216FH2X4NB81F	IN *WESTERN FOOD SAFETY 714-8147834 CA		149.00
04/07	04/07	7469216FH2XRLDFAJ	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA	54.74	
04/08	04/08	2469216FJ2XKV9HBY	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA		93.73
04/09	04/09	2414201FLS66G4T29	POSITIVE PROMOTIONS INC 800-6352666 NY		220.92

See reverse side for important information.



Transaction Details

<i>Trans</i>	<i>Post</i>	<i>Reference Number</i>	<i>Description</i>	<i>Credits</i>	<i>Charges</i>
04/09	04/09	2449215FLS0N15ESV	METALCRAFT INC 641-428-9123 IA		268.13
04/12	04/12	2455930FPS66LND2M	SD FAIR EXHIBITS 858-7551161 CA		105.00
04/13	04/13	7485620FT0A9HLKD0	Branch Payment - Check	2,064.74	
04/16	04/16	2469216FS2XFZH1G2	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA		52.04
04/16	04/16	2469216FS2XJNFJ9L	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA		33.59
04/17	04/17	2443106FWKJ8YRVLZ	FASTRAK CSC 415-486-8655 CA		25.00
04/17	04/17	2469216FV2X4T55ZM	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA		17.14
04/17	04/17	2490641FV1J1QFTLD	OVR*O.CO/OVERSTOCK.COM 800-8432446 UT		22.54
04/18	04/18	2449398FX5SHQ6GX8	LD PRODUCTS 888-321-2552 CA		172.36
04/19	04/19	2469216FX2XW6H03B	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA		107.32
04/22	04/22	2443106G02DYG5BPG	AMAZON MKTPLACE PMTS WWW.WWW.AMAZON.CO WA		405.32

Wells Fargo News

Thank you for being a valued Wells Fargo Business Card customer. We want to ensure you receive important information from Wells Fargo about products and services that may affect your banking activity. So please verify that the contact information in your account profile is accurate. To do this, please follow these simple steps:
Go to **wellsfargo.com/biz** and enter your username and password. Select the **Security & Support** menu option and under **Protect Your Accounts** go to **Update Contact Information**.
Not enrolled in Online Banking? • <https://www.wellsfargo.com/biz/online-banking>

RD-1



Houghton Mifflin Harcourt

Proposal

Prepared For

San Pasqual Union Sch District

15305 Rockwood Rd
Escondido CA 92027

For the Purchase of:

HMH Collections 6-8 California 2017

Please submit your PO to Gail Battaglia @ eFax 630-839-3162 for processing.

Prepared By
Gail Battaglia
gail.battaglia@hmhco.com

PLEASE SUBMIT THIS PROPOSAL WITH YOUR PURCHASE ORDER.



Houghton Mifflin Harcourt

C = Contract Price

Attention:

Pamela Hansen

pamela.hansen@sanpasqualunion.net

Customer Experience

9205 South Park Center Loop

Orlando, FL 32819

FAX: 800-269-5232

k12orders@hmhco.com

HMH Confidential and Proprietary

**San Pasqual Union Sch District
HMH Collections 6-8 California 2017**

ISBN	Title	Price	Quantity	Value of all Materials
Grade 6				
Classroom Package				
SRP/TRP				
1616907 9780544607071	Collections California Premium Student Resource Package (print w/8yr digital) Grade 6 2017	\$121.00 C	61	\$7,381.00
<i>Package includes:</i> California Student Edition Grade 6 Close Reader 8-year Print Subscription Grade 6 California Student Edition and Close Reader eTextbook ePub 8-Year Grade 6 California Interactive Digital Student Resources Enhanced 8-Year Grade 6 California Downloadable Student Resource Tool Grade 6 Performance Assessment 8-year Print Subscription Grade 6 HMH Close Reads App, Grade 6 Included in package but must be entered as a no charge line item separately: 3 Novels per Student or equivalent to 3 Novel Points.				
1616928 9780544607576	Collections California Teacher Resource Package (print w/8yr digital) Grade 6 2017	\$300.00 C	3	\$900.00
<i>Package includes:</i> California Teacher Edition Grade 6 California Teacher Edition and Close Reader eTextbook ePub 8-Year Grade 6 California Interactive Digital Teacher Resources Enhanced 8-Year Grade 6 California Downloadable Teacher Resource Tool Grade 6 Performance Assessment Teacher Edition Grade 6 California Quick Start Pacing Guide Grade 6 Included with the purchase of the Premium Package: California Language Workshop Resources Grade 6 California Language Workshop Teacher's Guide Grade 6 California Language Workshop Assessment Handbook Grade 6				
Total for Classroom Package				\$8,281.00
Total for Grade 6				\$8,281.00



Houghton Mifflin Harcourt

C = Contract Price

Attention:

Pamela Hansen

pamela.hansen@sanpasqualunion.net

Customer Experience

9205 South Park Center Loop

Orlando, FL 32819

FAX: 800-269-5232

k12orders@hmhco.com

HMH Confidential and Proprietary

**San Pasqual Union Sch District
HMH Collections 6-8 California 2017**

ISBN	Title	Price	Quantity	Value of all Materials
Grade 7				
Classroom Package				
SRP/TRP				
1616908	9780544607088 Collections California Premium Student Resource Package (print w/8yr digital) Grade 7 2017	\$121.00 ^c	75	\$9,075.00
<i>Package includes:</i> California Student Edition Grade 7 Close Reader 8-year Print Subscription Grade 7 California Student Edition and Close Reader eTextbook ePub 8-Year Grade 7 California Interactive Digital Student Resources Enhanced 8-Year Grade 7 California Downloadable Student Resource Tool Grade 7 Performance Assessment 8-year Print Subscription Grade 7 HMH Close Reads App, Grade 7 Included in package but must be entered as a no charge line item separately: 3 Novels per Student or equivalent to 3 Novel Points.				
1616929	9780544607583 Collections California Teacher Resource Package (print w/8yr digital) Grade 7 2017	\$300.00 ^c	3	\$900.00
<i>Package includes:</i> California Teacher Edition Grade 7 California Teacher Edition and Close Reader eTextbook ePub 8-Year Grade 7 California Interactive Digital Teacher Resources Enhanced 8-Year Grade 7 California Downloadable Teacher Resource Tool Grade 7 Performance Assessment Teacher Edition Grade 7 California Quick Start Pacing Guide Grade 7 Included with the purchase of the Premium Package: California Language Workshop Resources Grade 7 California Language Workshop Teacher Guide Grade 7 California Language Workshop Assessment Handbook Grade 7				
Total for Classroom Package				\$9,975.00
Total for Grade 7				\$9,975.00



Houghton Mifflin Harcourt

C = Contract Price
 Attention:
 Pamela Hansen
 pamela.hansen@sanpasqualunion.net

Customer Experience
 9205 South Park Center Loop
 Orlando, FL 32819
 FAX: 800-269-5232
 k12orders@hnhco.com

HMH Confidential and Proprietary

**San Pasqual Union Sch District
HMH Collections 6-8 California 2017**

ISBN	Title	Price	Quantity	Value of all Materials
Grade 8				
Classroom Package				
SRP/TRP				
1616909	9780544607095 Collections California Premium Student Resource Package (print w/8yr digital) Grade 8 2017 <i>California Student Edition Grade 8 Close Reader 8-year Print Subscription Grade 8 California Student Edition and Close Reader eTextbook ePub 8-Year Grade 8 California Interactive Digital Student Resources Enhanced 8-Year Grade 8 California Downloadable Student Resource Tool Grade 8 Performance Assessment 8-year Print Subscription Grade 8 HMH Close Reads App, Grade 8</i>	\$121.00 ^c	75	\$9,075.00
<i>Included in package but must be entered as a no charge line item separately: 3 Novels per Student or equivalent to 3 Novel Points.</i>				
1616930	9780544607668 Collections California Teacher Resource Package (print w/8yr digital) Grade 8 2017 <i>Package includes: California Teacher Edition Grade 8 California Teacher Edition and Close Reader eTextbook ePub 8-Year Grade 8 California Interactive Digital Teacher Resources Enhanced 8-Year Grade 8 California Downloadable Teacher Resource Tool Grade 8 Performance Assessment Teacher Edition Grade 8 California Quick Start Pacing Guide Grade 8 Included with the purchase of the Premium Package: California Language Workshop Resources Grade 8 California Language Workshop Teacher Guide Grade 8 California Language Workshop Assessment Handbook Grade 8</i>	\$300.00 ^c	3	\$900.00
Total for Classroom Package				\$9,975.00
Total for Grade 8				\$9,975.00

Please add your local sales tax.

Proposal Summary	
Subtotal Purchase Amount:	\$28,231.00
Shipping & Handling:	\$0.00
Sales Tax:	\$2,187.90
Total Cost of Proposal (PO Amount):	\$30,418.90



Houghton Mifflin Harcourt

C = Contract Price
Attention:
Pamela Hansen
pamela.hansen@sanpasqualunion.net

Customer Experience
9205 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmc.com

HMH Confidential and Proprietary

Proposal Date: 6/1/2018

Proposal for

Expiration Date:7/31/2018

**San Pasqual Union Sch District
HMH Collections 6-8 California 2017**

Total Cost of Proposal (PO Amount): \$ 30,418.90

This is a proposal only.

This proposal is subject to HMH's Standard Terms and Conditions ("Ts & Cs") below:

<http://www.hmhco.com/common/terms-conditions>

Ts & Cs are also found on HMH invoices.

HMH reserves the right to modify its Ts & Cs from time to time and agrees to notify you prior to such modifications becoming effective.

Unless otherwise agreed in writing, orders for Professional Services shall expire upon the earlier of (i) expiration of customer's funding or (ii) 24 months from receipt of the order.

Date of Proposal: 6/1/2018

Proposal Expiration Date:7/31/2018



Houghton Mifflin Harcourt

C = Contract Price

Attention:

Pamela Hansen

pamela.hansen@sanpasqualunion.net

Customer Experience
9205 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmhco.com

Houghton Mifflin Harcourt

HMH Confidential and Proprietary

Karen M. Rezendes
Attorney at Law

E-mail: krezendes@lozanosmith.com

June 4, 2018

Shannon Hargrave
Superintendent
San Pasqual Union School District
15305 Rockwood Rd.
Escondido, CA 92027-6700

Re: 2018-2019 Agreement for Legal Services

Dear Ms. Hargrave:

Thank you for the opportunity to partner with you during the 2017-2018 school year. We appreciate the trust you place in Lozano Smith, and we look forward to another promising year for your district and students.

We are pleased to note that there are no changes to our current agreement for legal services and our rate structure remains unchanged.

As a valued client, we invite you to take advantage of Lozano Smith's portal of client resources at (LozanoSmith.com/clientresources). The portal contains resources for some of the most pertinent legal issues, and incorporates trainings prepared in partnership with the State's leading education associations.

As a firm, we will continue to bill actual time spent, without any required minimum billing period for phone calls or email correspondence. Our practice, designed to save costs for clients, will remain at the industry-leading 1/10 (.10) of an hour increment. In addition, we also continue to use a "tiered" billing system to ensure that when appropriate, associate attorneys can be utilized, providing you with cost savings. Each of our attorneys is placed at the appropriate "tier" based on their experience.

As part of an annual review, we adjust legal staff fees to reflect updated tiered status for attorneys based upon their years of experience. The tier structure established in our current agreement for legal services is not changing, and we will extend our current agreement into the 2018-2019 year. Should you have questions regarding the billing rate for a particular attorney, please feel free to contact us.

Ms. Hargrave
June 4, 2018
Page 2

Because there are no changes to our agreement for legal services, there is no legal requirement for Board approval. If you prefer to take the matter to the Board, we would be pleased to provide you with a new agreement for 2018-2019.

We look forward to another rewarding year, together.

Sincerely,

LOZANO SMITH

A handwritten signature in black ink that reads "Karen M. Rezendes". The signature is written in a cursive style with a large, stylized initial "K".

Karen M. Rezendes
Managing Partner

KMR/lt

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective July 1, 2017, between the SAN PASQUAL UNION 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:

I. **ENGAGEMENT.** Client hires Attorney as its legal counsel with respect to matters the Client refers to Attorney. Attorney shall provide legal services to represent Client in such matters, 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.

II. **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).

III. **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 and arbitration 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 for Client in relation to litigation or Specialized Services.

IV. **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.

V. **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.

VI. 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.

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

VIII. 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.

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.

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

X. 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 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.

XI. 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.

XII. 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.

XIII. 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.

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

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

XVI. 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:

SAN PASQUAL UNION SCHOOL DISTRICT LOZANO SMITH, LLP

			<u>June 5, 2017</u>
Shannon Hargrave Superintendent	Date	Karen M. Rezendes Managing Partner	Date

PROFESSIONAL RATE SCHEDULE
FOR SAN PASQUAL UNION SCHOOL DISTRICT
(Effective July 1, 2017)

1. HOURLY PROFESSIONAL RATES

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

Partner** / Senior Counsel / Of Counsel	\$ 260 - \$ 295 per hour
Associate	\$ 200 - \$ 260 per hour
Paralegal / Law Clerk	\$ 135 - \$ 150 per hour
Consultant	\$ 135 - \$ 195 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 \$300 - \$350 per hour.

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.



AGREEMENT FOR LEGAL SERVICES

This agreement is by and between San Pasqual Union School district ("Client") and the law firm of Fagen Friedman & Fulfroft LLP ("Attorney"). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective July 1, 2018 through June 30, 2019:

1. CONDITIONS. This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. SCOPE OF SERVICES. Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries.

3. CLIENT'S DUTIES. Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time and to keep Attorney advised of Client's address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

4. CONSULTANT SERVICES. Attorney may provide consulting services in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney Communication Services and Education Consultants. These services are intended to support Client with communications work or educational consultant services related to labor and employment matters, special education and student matters, high-profile litigation and settlement agreements, in addition to employee, community, inter-governmental and media relations.

5. EMAIL COMMUNICATIONS/CLOUD-BASED COMPUTING. In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. In addition, Attorney uses a cloud computing service with servers located in a facility other than Attorney's office. Most of Attorney's electronic data, including emails and documents, are stored in this manner. Although Attorney will take reasonable precautions to keep email and other electronic data confidential and secure, because technology and cyber threats continue to evolve, there may be risks communicating and storing electronic data in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client's representatives and agents, as well as to having communications, documents and electronic data pertinent to Client's matter(s) stored through a cloud-based service.

6. LEGAL FEES AND BILLING PRACTICES. Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney's prevailing rates for all time spent on Client's matter by Attorney's legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney's number of years of experience.

The rates on this schedule are subject to change on 30 days' written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is

reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

7. COSTS AND OTHER CHARGES. (a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Except as otherwise stated, Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. These include fees fixed by law or assessed by public agencies, messenger and other delivery fees, out of office copying/reproduction costs, and travel costs (including mileage charged at the standard IRS rate, parking, transportation, meals and hotel costs, if applicable), and other similar items. The following costs shall not be charged:

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

8. BILLING STATEMENTS. Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

9. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. Following the conclusion of Attorney's representation of Client, Attorney will, upon Client's request, deliver to Client the Client file(s) and property in Attorney's possession, whether or not Client has paid for all services. If Client has not requested delivery of the files, Attorney may destroy all such files in its possession seven (7) years after the conclusion of the representation.

10. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

12. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

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

14. MEDIATION CLAUSE. If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

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

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

San Pasqual Union School district

Fagen Friedman & Fulfroost LLP

Type or Print Name

Chris Keeler

Name

Type or Print Title

Managing Partner

Title

District Authorized Signature



Signature

DATE: _____

DATE: May 25, 2018



PROFESSIONAL RATE SCHEDULE

San Pasqual Union School district
July 1, 2018 through June 30, 2019

1. HOURLY PROFESSIONAL RATES

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

Associate	\$195 - \$225 per hour
Partner	\$240 - \$275 per hour
Of-Counsel	\$275 per hour
Paralegal/Law Clerk	\$115 - \$145 per hour
Paralegal/Law Clerk (<i>Bar Admitted Outside CA</i>)	\$185 per hour
Education Consultant	\$165 per hour
Communication Services Consultant	\$225 per hour

Travel time shall be charged only from the attorney's nearest office to the destination and shall be prorated if the assigned attorney travels for two or more clients on the same trip. If Client requests a specific attorney, Client agrees to pay for all travel time of that specific attorney in connection with the matter.

2. ON-SITE LEGAL SERVICES

At Client's discretion and by prior arrangement of Client and Attorney, Attorney may provide regularly scheduled on-site legal services ("Office Hours") to address legal issues that may arise in Client's day-to-day operations. Office Hours, which include time Attorney spends at Client's facility as well as travel time, shall be provided at a reduced hourly rate of 90% of the Attorney's standard hourly rate.

3. COSTS AND EXPENSES

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge
Mileage	IRS Standard Rate

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

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services (the "Agreement") is made this 1st day of July, 2018, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as the "Law Firm," and SAN PASQUAL UNION SCHOOL DISTRICT, hereinafter referred to as "District".

II. RECITALS; PURPOSE; MATTERS

The District desires to retain and engage the Law Firm to perform legal and, upon request, non-legal consultant services on the District's behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. The Law Firm agrees to provide such services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such services are to be designated by the Superintendent of the District or designee.

III. TERMS AND CONDITIONS

A. The term of this Agreement shall be for one year, commencing July 1, 2018, through June 30, 2019. For the period July 1, 2018, through June 30, 2019, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates:

Senior Partners	\$270.00
Partners/Senior Counsel	\$260.00
Senior Associates	\$250.00
Associates	\$250.00
Electronic Technology Litigation Specialist	\$240.00
Non-Legal Consultants	\$200.00
Senior Paralegals/Law Clerks	\$165.00
Paralegals/Legal Assistants	\$160.00

The Law Firm shall bill in quarter-hour increments. A fixed rate may be established for specially identified projects, subject to prior approval by the District.

B. Agreements for legal fees at other than the hourly rates set forth above may be made by written mutual agreement for special projects or particular scopes of work. In the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

C. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the Superintendent or designee's prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the District in the event a particular cost item totals \$2,000.00 or less. Typical cost items include, by way of example and not limitation, document preparation and word processing, long distance telephone charges, fax/telecopy charges, copying charges, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc. If the Law Firm retains, with authorization from the District, experts or consultants for the benefit of the District, rather than the District contracting directly with any expert or consultant, it is agreed that the District shall pay a five percent (5%) fee ("consultant processing fee") on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of the District.

D. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from the District by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of the District in the Law Firm's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

E. The District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

F. The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the District.

G. The District has the right, at any time, and either with or without good cause, to discharge the Law Firm as the District's attorneys. In the event of such a discharge of the Law Firm by the District, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from the District shall be immediately due and payable.

H. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;

3. Upon the failure of the District to perform any of the District's obligations hereunder with respect to the payment of the Law Firm's fees and costs advanced; or

4. Upon the failure of the District to perform any of the District's obligations hereunder with respect to cooperation with the Law Firm in connection with the Law Firm's representation of the District.

I. In the event that the Law Firm ceases to perform legal services for the District as hereinabove provided, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney form.

J. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

K. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

IV. SPECIALIZED LEGAL SERVICES

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, intellectual property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, trademark, non-profit organizations, immigration, and appellate law, the District agrees to pay the Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

V. RELATED POST-INVESTIGATION SERVICES

If an attorney who conducted an investigation for the District is subsequently asked or required to prepare for and/or testify, including, without limitation, at deposition, trial, arbitration or any other proceeding, because of services rendered under this Agreement, and/or if the investigating attorney must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of services performed for the

District, the District agrees to pay the Law Firm for all time expended (including preparation time) at the investigating attorney's then current regular hourly rate and to reimburse the Law Firm for reasonable costs and expenses incurred.

VI. CONSENT TO JOINT REPRESENTATION

The District acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall provide the District with a written disclosure of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the District, and shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, the Governing Board of the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph, and to execute such written consent on behalf of the Board and District.

VII. SERVICES PERFORMED BY LAW FIRM-PROVIDED NON-LEGAL CONSULTANTS

The Law Firm has an affiliation with non-legal education consultants who are available to assist the District in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, special education, student discipline, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the District provide its informed written consent to this arrangement prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purposes of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of its choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

VIII. CONSENT TO LAW FIRM COMMUNICATION

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings,

conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. These email notices are a convenient way to keep the District administrators apprised of important legal changes. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

IX. BINDING ARBITRATION

If any dispute arises out of, or related to, a claimed breach of this Agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

X. DURATION

This Agreement shall be effective July 1, 2018, through June 30, 2019, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

XI. EXECUTION DATE

This Agreement is entered into this 1st day of July, 2018.

“Law Firm”

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: _____

By: _____
GERALD A. CONRADI

“District”

SAN PASQUAL UNION SCHOOL DISTRICT

Dated: _____

By: _____