

Plaza School District  
7322 County Road 24  
Orland, CA 95963  
BOARD OF TRUSTEES  
Regular Board Meeting  
August 22<sup>nd</sup>, 2019  
3:00PM  
Agenda

- I. Call to Order
- II. Pledge of Allegiance
- III. Members Present
- IV. Correspondence
- V. Superintendent Report/Information
  - A. Pirate's Post
  - B. Plaza Community Club
  - C. 2019-20 Bus
  - D. School Psychologist
  - E. Facilities
  - F. 2019-20 Enrollment
  - G. Local Control and Accountability Plan Goals
  - H. Curriculum Adoption
  - I. Quarterly Report on Williams Uniform Complaints as of July 2019
  - J. District Professional Development Day Sept 16, 2019
  - K. 6<sup>th</sup>/7<sup>th</sup> Grade Pacific Environmental Education Camp
  - L. Walden Academy Meals
  - M. Plaza School Board Policies
- VI. Comments: Agenda Items Only—Any person wishing to address the Board will identify themselves, the agenda item they are speaking about, and limit remarks to three minutes.
- VII. Action
  - A. Old Business
  - B. New Business
    - 1. Consent Agenda: Routine matters that can be approved with one motion.
      - a. Approve Minutes of the June 20<sup>th</sup>, 2019 Regular Board Meeting
      - b. Approve Warrant Registers— June 15 – August 15, 2019
      - c. Approve Budget Transfers— None
    - 2. Approve Michele Vallejo for Afterschool Activity Assistant
    - 3. Approve Agreement for Professional Services with Dannis Woliver Kelley
- VIII. Comments: Non Agenda Items—The Board Clerk will allow three minutes for speakers to address the appropriate matters. Speakers will identify themselves when acknowledged by the Clerk.
- IX. Closed Session-
- X. Adjournment

# THE PIRATE'S POST

August 1, 2019



Check out our website at [www.Plazaschool.org](http://www.Plazaschool.org) for Information, Events and Dates!

## Dates to Remember:

- Aug 8** First Day of School @ 8:30 am  
**Back to School Night @ 5:45 pm**
- Aug 16** Summer Reading Swim Party
- Aug 22** Board Meeting @ 3pm   
Plaza Community Club Meeting  
@ Orland Round Table 6pm
- Aug 28** **Minimum Day Dismissal @ 12:45**
- Sept 2** **Labor Day: NO SCHOOL**
- Sept 16** **NO SCHOOL- Professional Development**
- Sept 18** **Minimum Day Dismissal @ 12:45**
- Sept 19** Board Meeting @ 3pm  
Plaza Community Club Meeting  
@ Orland Round Table 6pm
- Sept 30-Oct 4 FALL BREAK: NO SCHOOL** 

## Back to School Night:

Back to School Night will be held on **Thursday, August 8<sup>th</sup> at 5:45pm**. Back to School Night is an opportunity for teachers to present information and classroom expectations for the year. All parents are to come to the cafeteria by 5:45pm. Mr. Conklin will introduce the classroom teachers, then dismiss them to their rooms while he presents information to parents. Teachers will hold two sessions. If you have more than two children attending, we recommend bringing two parents or guardians so that you will be able to attend all presentations. The first one will begin at 6:05 and end promptly at 6:30. The second session will begin at 6:35.

## Plaza Community Club (PCC):

Last year PCC allocated thousands of dollars towards activities, materials, and equipment for classroom teachers, as well as the school. This was done through lots of hard work and planning by members who donate time, money, and resources in order to ensure students have the best educational experience. This couldn't be possible without the communities support. If you are interested in finding out how you can be a part of this great organization, please come to one of the PCC's monthly meetings held at 6:00pm at Round Table in Orland or feel free to contact Mr. Conklin. Information will be provided at Back to School Night on Thursday, August 8<sup>th</sup>. The first meeting will be held Thursday, August 22<sup>nd</sup>.

## Welcome Back!

I'd like to welcome everyone back for the 2019-20 school year. I hope you all had a fun summer and were able to spend quality time relaxing with your children. I certainly enjoyed time with mine! Fortunately the temperatures the last few months have been relatively mild for NorCal so we were able to spend time hiking, riding bikes, and swimming. When it was too hot to be outside, we cooked, played games, and read lots of books. I look forward to hearing about some of the great things you and your children did.

Last spring 3<sup>rd</sup> through 8<sup>th</sup> graders took the end of year state test called Smarter Balanced Assessment (SBA) in English Language Arts (ELA) and Mathematics. The purpose of SBA is for districts to be able to determine whether or not students are proficient in those subject areas. If students take the test seriously and put their best effort into it, the data can be extremely useful because it helps us better understand their strengths and weaknesses.

Prior to last year's assessment, we began explaining to our kids how important the information we receive from the individual student reports is if the data is reliable. The reliability is based on whether or not all students try their best. We instituted some reward systems for students who we felt tried hard, as well as for those who showed growth from the previous SBA.

Although I felt these conversations would help, I am happy to report that the results from the 2018-19 far exceeded my expectations. Our overall percentage in ELA increased almost 15%, and Math went up 18%! While student learning is based on quality teachers and dedicated parents, these increases are a direct result of Plaza students taking their time and trying their best. I am very, very proud of all of them.

## School Wise Parent Portal:

Last year we began a new online grading program through our student information system, which is also what we use for our school wide parent phone calls/text messages. **This year we will be using this program for most of our school forms as well, including beginning of year forms like school registration, free or reduced meal program, field trips, medical release, technology use, etc.** The benefit for you is that it'll be much faster and easier to complete the forms. **To do so you'll need to make sure you have access to the parent portal.** If you already have an account from last year for the grading program, you are already set up. However, if you haven't done so yet, please find the instructions included with the newsletter. You can do all of this on any device, including a smart phone or tablet. If you don't have access to one, please stop by the office and we can provide a device for you. There is only one activation code per family; therefore you only have to register once for all of your children currently attending Plaza School.

## Attendance and Tardy:

If your child is absent for any reason, it is your responsibility to contact the school office that day, as well as the classroom teacher to get any missed work. If students are absent for five or more consecutive days, they can be placed on **Independent Study**, which will allow the school district to receive state funding if students complete the work outlined in the Independent Study agreement.

**If your child is tardy, please make sure you bring them into the office to sign them in.** Please do not just drop them off. Once students are signed in by their guardian, they will bring their tardy slip to their teacher. Parents are not to accompany students to class because it further disrupts teachers and their students.

Lastly, keep in mind that it is disruptive to the classroom, as well as your child's education, when kids are picked up early from school. Doing so forces the teacher to stop lessons in order to answer the phone and gather work for the student. Please try to schedule appointments, trips, vacations, and other activities after the school day in order to limit disrupting the learning environment. If you are unable to do so, please make sure you let the teacher know before the school day begins so he/she can prepare any work that will be missed. This will help limit the disruption when the office calls the classroom.



## Out of District Families:

If you live out of Plaza School District boundaries, you must ensure that you have a current inter-district transfer agreement on file with both your home district, as well as Plaza. Most districts require that you fill out a form annually. Willows' agreement is good for five years. Please visit your district of residence for the 2019-20 form.

## Remind 101 & Simply Circle:

In order to better reach our community in a more convenient way, Plaza School uses **Remind101** to communicate important school information from the superintendent/principal. Additionally, we use another school wide communication tool called **Simply Circle**, which will send messages to you via your email address. The goal is to utilize these forms of communication rather than always relying on the all call system we have been using the last two school years.

To sign up for **Remind 101** using your cellphone, please follow these simple directions:

1. Using your cellphone's text messaging, enter **81010** as the number to text.
2. Type **@cc6ge8** into the text message and send.

To sign up for Remind 101 using your email address, please follow these simple directions:

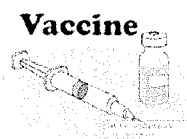
1. Using your email, enter [cc6ge8@mail.remind.com](mailto:cc6ge8@mail.remind.com) in the To section and hit send.
2. You do not need to include a subject or message.

To sign up for **Simply Circle**, please list your name and email address on the form provided by your teacher during parent teacher conferences.

## REMINDER (6<sup>th</sup> Grade):

Before the start of the 2019-20 school year, make sure that your incoming 7<sup>th</sup> grade students are ready!

**Vaccines required for 7<sup>th</sup> grade** (California Code of Regulations (CCR), Title 17, Section 6020) include:



- 1 dose of Tdap
- 2 doses of measles & varicella -containing vaccine: most students will have received these before starting Kindergarten, but some may have missed doses along the way.
- Other vaccines encouraged but not required for 7<sup>th</sup> graders include meningococcal and HPV vaccines.

To avoid the back-to-school rush, we encourage 6<sup>th</sup> graders to make their vaccine appointments now and provide our office with verification.

**Students who do not have up to date vaccinations will not be allowed to attend school.**

## 2019-20 Afterschool Program:

Applications are available for the after school program. Space is limited so please enroll your child(ren) soon. The fee will be the same as previous years; \$180 per year for one child or \$200 for more than one. **Your child will not be enrolled if you have any unpaid enrollment fees or cafeteria bill for the 2018-19 school year.** Additionally, to ensure your child is enrolled, you must submit the completed application, as well as the **FULL ANNUAL FEE**. If you have already submitted your application, but not paid the fee, please do so before school begins. Again, only those who turn in payment will be accepted. If you are unable to pay all of your fee when you turn in the application, contact Mr. Conklin by email, phone, or feel free to stop by.

The after school program will not be available the Friday, April 24<sup>th</sup> due to the Plaza Carnival set up. Additionally, it will not be offered the last two days of school, which are Tuesday, June 2<sup>nd</sup> and Wednesday, June 3<sup>rd</sup>.

***Plaza Community Club Meeting 8-22-2019***

**Call To Order:**

Welcome members and introduce the officers.

**Last Months Minutes: Mandy Edson**

**Treasure's Report: Cindy Fleharty-** Remind the club it is the members responsibility to audit the clubs finances. Books are available upon request.

**Old Business:**

Nothing in old business.

**New Business:**

Budget approval for the year-

Fundraisers for the year- Some ideas-

Coin drive- Oct. 14<sup>th</sup>?

Scentsy- November 25<sup>th</sup>?

Popcorn- Feb. 17<sup>th</sup>?

OPEN TO THE FLOOR FOR ADDITIONAL FUNDRAISING IDEAS-

Events for the Year- Some ideas-

Traveling animal show.

Father/Daughter dance.

OPEN TO THE FLOOR FOR ADDITIONAL EVENT IDEAS-

Carnival- DATE to be decided.

1. Continue Safe? Traeger? Or some other large raffle items?

2. Disneyland tickets? Discuss community service project.

3. Tahoe passes?

4. Discuss cost of menu and whether the club wants to continue Tri-tip and chicken, with a price increase or change the menu. Some ideas are pulled pork sandwiches, slaw, beans.

5. Repaint signs with wines?

OPEN TO THE FLOOR FOR ADDITIONAL CARNIVAL IDEAS-

OPEN TO THE FLOOR FOR THE GOOD OF THE CLUB-

**Upcoming Events: NEXT MEETING-SEPT 19TH**

**Quarterly Report on Williams Uniform Complaints**  
 [Education Code § 35186]

District: Plaza Elementary School District

Person completing this form: Patrick Conklin      Title: Superintendent/Principal

Quarterly Report Submission Date:            October 2018  
 (check one)                                          January 2019  
          April 2019  
          July 2018

Date for information to be reported publicly at governing board meeting: August 22<sup>nd</sup>, 2019

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
  
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	NA	NA
Teacher Vacancy or Misassignment	0	NA	NA
Facilities Conditions	0	NA	NA
<b>TOTALS</b>	0	NA	NA

Patrick M. Conklin

\_\_\_\_\_  
 Print Name of District Superintendent

\_\_\_\_\_  
 Signature of District Superintendent

\_\_\_\_\_  
 Date

Plaza School District  
7322 County Road 24  
Orland, CA 95963  
BOARD OF TRUSTEES  
Regular Board Meeting  
June 20<sup>th</sup>, 2019  
3:00PM  
Minutes

- I. **Call to Order** - The meeting was called to order at 3:01 p.m.
- II. **Pledge of Allegiance**
- III. **Members Present** - Connie King, PJ Davis, Darin Titus, Patrick Conklin, Ms. Limberg, Mrs. McDade and Mrs. Sanchez
- IV. **Correspondence**
  - a. **June 6<sup>th</sup>, 2019 Letter from California Department of General Services** - Informational
  - b. **June 13<sup>th</sup>, 2019 Letter to Chelsey Sgontz** - Informational
- V. **Superintendent Report/Information**
  - A. **Salary Schedule Comparison** - Informational
  - B. **SELPA Formula** – Mr. Conklin informed the board that the SELPA Formula has been recalculated.
  - C. **Staffing** – Mr. Conklin informed the board that he had interviewed for the Afterschool Aide position.
  - D. **Food Service for Walden Academy Update** – Mr. Conklin reported that Walden does not have a permit and there is no MOU in place yet.
  - E. **Enrollment** – We currently have a projected enrollment of 203 for the 2019/20 school year.
- VI. **Comments: Agenda Items Only—None**
- VII. **Action**
  - A. **Old Business** - None
  - B. **New Business**
    1. **Consent Agenda: Routine matters that can be approved with one motion.**
      - a. **Approve Minutes of the June 13<sup>th</sup>, 2019 Regular Board Meeting**
      - b. **Approve Minutes of the June 13<sup>th</sup>, 2019 Public Hearing**
      - c. **Approve Warrant Registers—June 6<sup>th</sup>, 2019 – June 17<sup>th</sup>, 2019**
      - d. **Approve Budget Transfers— None**
      - e. **Approve School Facilities Annual Evaluation 2018-19**
      - f. **Approve All 12 Month Classified Contracts for 2019-20**
      - g. **Approve All 11 Month Classified Contracts for 2019-20**
      - h. **Approve MOU Between Plaza School District and Capay School District for 2019-20 for Holly Taylor, Music/Band Teacher**

PJ Davis motioned to approve the Consent Agenda, Connie King seconded and the motion carried 3-0.
    2. **Approve 2019-20 Local Control and Accountability Plan (LCAP)** – Darin Titus motioned to approve the 2019-20 LCAP, Connie King seconded and the motion carried 3-0.
    3. **Approve 2019-20 Budget** - Connie King motioned to approve the 2019-20 Budget, Darin Titus seconded and the motion carried 3-0.

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BOARD OF TRUSTEES  
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Minutes

4. **Approve 6<sup>th</sup> and 7<sup>th</sup> Grade Trip to Pacific Environmental Camp September 24<sup>th</sup>-27<sup>th</sup>, 2019** - Darin Titus motioned to approve the 2019-20 PEEC Camp, Connie King seconded and the motion carried 3-0.
  5. **Board Affidavit—Request for Allowance of Attendance Because of Emergency Condition on November 9<sup>th</sup>, 2018** - PJ Davis motioned to approve the Request for Allowance of Attendance on 11/9/18, Connie King seconded and the motion carried 3-0.
- VIII. **Closed Session-** The meeting went into closed session at 3:25 p.m.
- a. **Contract Personnel-- Pursuant to California Education Code** – No action taken
- IX. **Comments: Non Agenda Items—None**
- X. **Adjournment** - The meeting was adjourned at 4:40 p.m.

PV NO	Vendor/Addr	Name	LN	Fd Res	Y	Goal	Func	Obj	Sit	Bdr	DD	Tax ID	Inv Date	Entered	UT	UT-Obj	Batch	UT-Amount	Description	
000497	000491/00	BASIC LABORATORY INC											6/20/2019	6/20/2019	6/26/2019	69				
		1. 01-0000-0-0000-8100-5560-000-0000-000000											6/20/2019	78.60	N				N	Water Monitoring
000498	000474/00	AT&T											6/20/2019	6/20/2019	6/26/2019	69				
		1. 01-0000-0-0000-8100-5910-000-0000-000000											6/20/2019	56.94	N				N	5/10/19 - 6/9/19 Phone Service
000499	000378/00	GLENN COUNTY											6/20/2019	6/20/2019	6/26/2019	69				
		1. 01-0000-0-0000-3600-5890-000-0000-000000											6/20/2019	225.00	N				N	45 Day Inspection 4/3 & 5/7/19
		2. 01-0000-0-0000-3600-5630-000-0000-000000											6/20/2019	389.26	N				N	Bus Repairs-Coolant Sensor
		Total amount											614.26 *						0.00 *	
000500	000627/00	ADVANCED DOCUMENT											6/20/2019	6/20/2019	6/26/2019	69				
		1. 01-0000-0-1110-1000-4300-000-0000-000000											6/20/2019	271.29	N				N	Copy Charges 5/1-5/31/19
000501	000054/00	PACIFIC GAS & ELECTRIC CO.											6/24/2019	6/24/2019	6/26/2019	70				
		1. 01-0000-0-0000-8100-5545-000-0000-000000											6/24/2019	9.75	N				N	5/17-6/17/19 Streetlight
000502	000557/00	VERONICA SANCHEZ											6/24/2019	6/24/2019	6/26/2019	70				
		1. 01-0000-0-0000-8100-5990-000-0000-000000											6/24/2019	13.50	N				N	Reimb. Mailing CUM File
000503	000055/00	KINGSLEY BOGARD LLP											6/24/2019	6/24/2019	6/26/2019	70				
		1. 01-0000-0-0000-7600-5815-000-0000-000000											6/24/2019	298.00	N				E	Professional Services - Septic
000504	000081/00	JOHNSON'S TURBO CLEAN											6/24/2019	6/24/2019	6/26/2019	70				
		1. 01-0000-0-0000-8100-5630-000-0000-000000											6/24/2019	1,175.00	N				Y	Deep clean carpets



PV NO	Vendor/Addr	Name	LN	Fd	Res	Y	Goal	Func	Obj	Sit	Bdr	DD	Tax ID	Inv Date	Entered	UT	UT-Obj	UT-Obj	UT-Obj	UT-Obj	Batch	Description
000505	000055/00	KINGSLEY BOGARD LLP											680174925	6/25/2019	6/25/2019	6/25/2019	6/28/2019	6/28/2019	6/28/2019	71		
															88.50	N						E
000506	000615/00	MARY MCDADE												6/25/2019	6/25/2019	6/25/2019	6/28/2019	6/28/2019	6/28/2019	71		
															61.20	N						N

Grand total 2,667.04 \*\*\*\*\* 0.00 \*\*\*\*\*





Pay Voucher Transactions  
Date: 07/01/2019 - 08/15/2019  
PV#: 000000 - 999999

PV NO	Vendor/Addr	Name	LN	Fd Res	Y	Goal	Func	Obj	Sit	Bdr	DD	Tax ID	Inv Date	Entered PV amount	UT	UT-Obj	Paid UT-Rate	Batch	Description	UT-Amount	
000038	000577/00	Dick Blick Art Materials											8/05/2019	8/05/2019			8/07/2019	5			
		1. 01-9124-0-1110-1000-4300-000-000000												270.17	N					N	
		SPARK SUPPLIES- ART																			
		2. 01-9124-0-1110-1000-4300-000-000000												6.12	N					N	
		SPARK SUPPLIES- ART																			
		3. 01-4128-0-1110-1000-4300-000-000000												603.85	N					N	
		ART SUPPLIES- ELLEN H.																			
		4. 01-4128-0-1110-1000-4300-000-000000												14.56	N					N	
		ART SUPPLIES- ELLEN H.																			
		Total amount											894.70 *				0.00 *				
000021	000593/00	ELIZABETH RELF											8/02/2019	8/02/2019			8/07/2019	4			
		REIMB SPARK CURRICULUM												143.84	N					N	
000017	000619/00	EXPLORELEARNING											7/30/2019	7/30/2019			7/31/2019	3			
		1. 01-0084-0-1110-1000-5890-000-000000												7,562.03	N					N	
		REFLEXSITE LIC. RENEWAL- 3YRS																			
000008	000132/00	FOLLETT SCHOOL SOLUTIONS INC.											7/11/2019	7/11/2019			7/17/2019	1			
		1. 01-0000-0-1144-2420-5890-000-000000												744.83	N					N	
		Single Site Hosting-Library																			
000001	000035/00	GOLDEN STATE RISK MANAGEMENT											7/03/2019	7/03/2019			7/17/2019	1			
		1. 01-0000-0-0000-0000-9565-000-000000												45,389.00	N					N	
		2019-20 GSRM Insurance																			
000041	000520/00	GREG'S HEATING & A/C										680370344	8/09/2019	8/09/2019			8/14/2019	6			
		1. 01-0000-0-0000-8100-5630-000-000000												220.00	N					Y	
		REPAIRED LEAK- SCHRADER VALVE																			
000015	000362/00	HILLYARD INC.											7/30/2019	7/30/2019			7/31/2019	3			
		1. 01-0000-0-0000-8100-4300-000-000000												696.46	N					N	
		TRIDENT VACUUM 14 IN 2 MOTOR																			
		2. 01-0000-0-0000-8100-4300-000-000000												2,247.30	N					N	
		TISSUES/PAPER TOWELS																			
		Total amount											2,943.76 *				0.00 *				





PV NO	Vendor/Addr	Name	LN	Fd Res	Y	Goal	Func	Obj	Sit	Bdr	DD	Tax ID	Inv Date	Entered	UT	Obj	Paid	Batch	Description	UT-Amount		
000026	000335/00	RENAISSANCE LEARNING INC										391559474	8/02/2019	8/02/2019			8/07/2019			4		
	AR & SR RENEWAL		1.	01-0000-0-1110-1000-5890-000-000-00000									3,202.55	N							N	
000010	000065/00	SCHOLASTIC INC.											7/11/2019	7/11/2019			7/17/2019			1		
	Scholastic News 2 & NY Times		1.	01-0000-0-1110-1000-4300-000-000-00000									432.86	N							N	
000036	000065/00	SCHOLASTIC INC.											8/05/2019	8/05/2019			8/07/2019			5		
	SCHOLASTICS NEWS- 2ND & 8TH		1.	01-0000-0-1110-1000-4300-000-000-00000									432.86	Y	9511	7.250%					31.38	N
000007	000354/00	SCHOOLWISE TECHNOLOGIES											7/11/2019	7/11/2019			7/17/2019			1		
	2019-20 Student Data System		1.	01-0000-0-1110-1000-5890-000-000-00000									2,102.10	N							N	
	2019-20 Student Data Cafe		2.	13-5310-0-0000-3700-5890-000-000-00000									900.90	N							N	
	Total amount											3,003.00 *					0.00 *					
000034	000575/00	Schoolplanners.com											8/05/2019	8/05/2019			8/07/2019			5		
	35 2019/20 PLANNERS- GRD 5,6,7		1.	01-0000-0-1110-1000-4300-000-000-00000									145.25	Y	9511	7.250%					10.53	N
000044	000490/00	TCG ADMINISTRATORS/CALSTRS											8/09/2019	8/09/2019			8/14/2019			6		
	JUL 2019 403B MONTHLY ADMIN		1.	01-0000-0-0000-2700-5890-000-000-00000									10.00	N							N	
000012	000069/00	TERMINIX INTERNATIONAL										363478837	7/30/2019	7/30/2019			7/31/2019			3		
	JUL 2019 PEST CONTROL		1.	01-0000-0-0000-8100-5530-000-000-00000									40.00	N							Y	
000005	000628/00	TIAA BANK											7/11/2019	7/11/2019			7/17/2019			1		
	July 2019 Copier Charge		1.	01-0000-0-1110-1000-5890-000-000-00000									280.15	N							N	





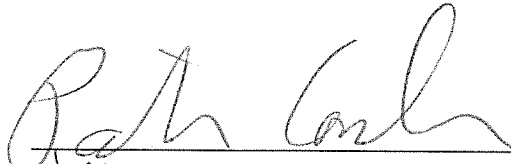


Plaza Elementary School  
Interview Selection

The Interview Committee members support Michelle Valkjo  
as the most qualified applicant and recommend that he/she be employed as  
an **After School Activity Assistant** for the 2019-20 school year.

**Interview panel members:**

Patrick Conklin



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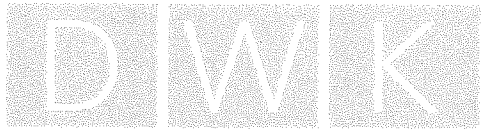
Liz Relf



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June 19<sup>th</sup>, 2019



DANNIS WOLIVER KELLEY

Attorneys at Law

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Attorney at Law

mdarlington@DWKesq.com

Chico

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Sacramento, CA 95814  
TEL 916.978.4040  
FAX 916.978.4039

SAN LUIS OBISPO  
1065 Higuera Street  
Suite 301  
San Luis Obispo, CA 93401  
TEL 805.980.7900  
FAX 916.978.4039

June 4, 2019

Patrick Conklin  
Superintendent/Principal  
Plaza Elementary School District  
7322 County Road 24  
Orland, CA 95963

Re: 2019-20 Agreement for Professional Services

Dear Mr. Conklin:

Thank you for the opportunity to provide legal advice and counseling services to the Plaza Elementary School District. It has been our honor for over four decades to be vital, participating partners with California school and community college districts in their mission to educate and prepare all children and young adults to be responsible, mindful citizens in the global marketplace of ideas. We understand the vital role our services play in the important job you do and appreciate the salutary impact our work can have through your good works.

Attached is our Agreement for Professional Services for 2019-20. The billing ranges have been adjusted, so the rates for some individuals who perform work on your matters may increase as a result. We will continue to offer the District efficient and prompt service and the highest quality legal advice and counsel you have come to expect.

We look forward to serving the District in the coming school year and continuing our mutually rewarding partnership. Please sign both originals of the Agreement, insert the date of Board approval, and return one signed original to our office in the envelope provided.

Sincerely yours,

DANNIS WOLIVER KELLEY

Matthew P. Juhl-Darlington

Enclosures  
MJD:mea

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into on June 4, 2019, by and between the Plaza Elementary School District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

**SCOPE OF SERVICES.** District appoints Attorney to represent, advise, and counsel it from July 1, 2019, through and including June 30, 2020, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

**CLIENT DUTIES.** District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

**FEES AND BILLING PRACTICES.** Except as hereinafter provided, District agrees to pay Attorney two hundred sixty-five dollars (\$265) to three hundred sixty dollars (\$360) per hour for Shareholders and Of Counsel; two hundred forty-five dollars (\$245) to two hundred ninety-five dollars (\$295) for Special Counsel; one hundred ninety-five dollars (\$195) to two hundred sixty dollars (\$260) per hour for Associates; and one hundred thirty dollars (\$130) to one hundred eighty dollars (\$180) per hour for Paralegals and Law Clerks. The rate for Gregory J. Dannis will be three hundred eighty dollars (\$380) per hour. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects, particular scopes of work, or for attorneys with specialized skills. The rates specified in this agreement are subject to change at any time by Attorney by written notice to Client and shall apply to all services rendered after such notice is given. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour, except for the first such advice in any business day, which is charged in a minimum of three-tenths (.3) of an hour. Actual travel time is charged at the rates above. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

**OTHER CHARGES.** District further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying charges (charged at \$0.10 per page), postage (only charged if in excess of \$1.00), and computerized legal research (i.e. Westlaw). Any discount received on computerized legal research is passed along to Client by Attorney. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise. Such expenses shall be provided at cost unless otherwise specified.

District further agrees to pay third parties, directly or indirectly through Attorney, for major costs and expenses including, but not limited to, costs of serving pleadings, filing fees

and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of District and Attorney, District may either advance or reimburse Attorney for such costs and expenses.

Occasionally Attorney may provide District officials and/or employees with food or meals at Attorney-sponsored trainings or when working with District officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the District under this Agreement.

**BILLING STATEMENT.** Attorney shall send District a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. Upon District office's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request. District shall pay Attorney's statements within thirty (30) days after each statement's date.

**INDEPENDENT CONTRACTOR.** It is expressly understood and agreed to by both parties that Attorney, while 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.

**CONFLICT OF INTEREST.** Because Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other entities, conflicts of interest may arise in the course of Attorney's representation. If Attorney becomes aware of any conflicts of interest, Attorney will comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

**TERMINATION OF CONTRACT.** District or Attorney may terminate this Agreement by giving reasonable written notice of termination to the other party.


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

PLAZA ELEMENTARY SCHOOL DISTRICT

\_\_\_\_\_  
Patrick Conklin  
Superintendent/Principal

\_\_\_\_\_  
Date

DANNIS WOLIVER KELLEY

  
\_\_\_\_\_  
Matthew P. Juhl-Darlington  
Attorney at Law

06/12/2019  
\_\_\_\_\_  
Date

At its public meeting of \_\_\_\_\_, 2019, the Board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.