

Warner Unified School District

*P.O. Box 8, 30951 Highway 79, Warner Springs, CA 92086
Phone (760) 782-3517 - FAX (760) 782-9117*



BOARD OF TRUSTEES MEETING

REGULAR SESSION

AGENDA

TUESDAY

March 9, 2021

6:00 P.M.

LOCATION: Join Zoom Meeting

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

Meeting ID: 304 634 4158

Passcode: 2s2gDx

BOARD OF EDUCATION

JEANNEAN ROMBAL-PRESIDENT

MELISSA KROGH-VICE PRESIDENT

MELODY SEES-CLERK

PJ STONEBURNER-MEMBER

GENE DOXEY-MEMBER

STUDENT MEMBER - None

Welcome to the Monthly Board of Trustees

Meeting PUBLIC INPUT

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

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

CONSENT AGENDA

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

CLOSED SESSION

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

AMERICANS WITH DISABILITIES ACT

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

A. CLOSED SESSION – [With Superintendent at 5pm]

B. CALL TO ORDER

C. ROLL CALL

D. ACCEPTANCE OF CLOSED SESSION AGENDA

E. CLOSED SESSION

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

F. CONVENE TO OPEN/ REGULAR SESSION [Zoom meeting at 6pm]

G. CALL TO ORDER

H. ROLL CALL

I. FLAG SALUTE

J. ACCEPTANCE OF OPEN AGENDA

K. REPORT OF ACTION TAKEN IN CLOSED SESSION

L. WELCOME-BOARD PRESIDENT

M. RECOGNITION:

Student : Tessa Paipa

Staff : Rhonda Hill

N. GENERAL BUSINESS - Delegate Assembly Elections

O. PUBLIC HEARINGS - Title VI - Indian Education Funds

P. APPROVAL OF MINUTES

1. Minutes of Regular Board Meeting, February 9, 2021.

Q. REPORTS

1. STUDENT BODY REPRESENTATIVE
2. ASSOCIATION OF WARNER EDUCATORS
3. CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION
4. PARENT TEACHER COMMUNITY CLUB
5. SUPERINTENDENT’S REPORT
 - i. DISTRICT BRIEFING
 - ii. CHARTERS - Sage Oak-Krista Woodgrift
 - iii. INDIAN ADVISORY COMMITTEE
6. BUSINESS MANAGER’S REPORT - 2nd Interim Report
7. BOARD REPORT

R. PUBLIC HEARINGS-HEARING OF PUBLIC ON NON-AGENDA ITEMS

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

S. SPECIAL PRESENTATION- Hannah Dimitrov - Senior Trip

T. ACTION ITEMS

1. Consider approval of the NISER IntraSELPA Tuition Agreement, Memorandum of Understanding for the Tuition Calculation for ESY Only for the 2020-2021 school year.
2. Consider approval of the NISER IntraSELPA Tuition Agreement, Memorandum of Understanding for the Tuition Calculation for Special Education Tuition for the 2020-2021 school year.
3. Consider approval of Jack Clarke as a part-time student employee.
4. Consider approval to increase District, front office receptionist hours from 7 to 8 hours per day.
5. Consider approval to increase the stipend hours for the Native Pride Club Advisor from 26.6 to 30 hours per month.
6. Consider approval of the proposed 2021-2022 School District Calendar.
7. Consider approval of Sunshine Stone to be trained as a school bus driver, pending pre-employment screening.
8. Consider approval of the Tentative Agreement and Collective Bargaining and Disclosure between WUSD and AWE for 2020-2021.
9. Consider approval of the Early Retirement Incentive Information and Disclosure of Collective Bargaining Agreement.
10. Consider approval of the Service Agreement between Alma, an educational platform, and Warner Unified School District.
11. Consider approval of the 2nd Interim Report for 2020-2021.
12. Discussion item: San Diego County's Socially Equitable Cannabis Program.
13. Discussion item: Review Policy on Developer's Fees and discuss a recent request from a community member to have them waived.

U. CONSENT AGENDA

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

1. Commercial Warrants
2. Purchase Orders
3. Arley Melendez as a classified substitute, pending pre-employment screening.
4. Interdistrict Transfer Agreement between Warner USD and Cajon Valley Union School District.
5. Interdistrict Transfer Agreement between Warner USD and Mountain Empire Unified School District.
6. Digital Divide Grant Funds Memorandum of Understanding by and between San Diego County Superintendent of Schools and Warner Unified School District.
7. Services agreement between Warner USD and Leader Services to provide Medi-Cal LEA Billing Option Claiming Services.
8. Medi-Cal Administrative Claiming Agreement between Warner USD and Leader Services to provide Medi-Cal Administrative Activities (MAA) Claim Services.

9. Patrick Engineering and Surveying performed septic layouts leading to a possible new well location for Warner Unified School District. Ratification of work WUSD had to have done.

V. FIRST READING AND APPROVAL OF GOVERNING BOARD POLICIES, NEW ADMINISTRATIVE REGULATIONS, AND EXHIBITS. None

W. INFORMATION ITEMS AND DISCUSSION

1. District Enrollment 2020-2021:

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

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

Class	January	February	March	April	May
Elementary	119	119	119		
Middle School	35	34	34		
High School	58	58	57		
Total	212	211	209		

Class	June
Elementary	
Middle School	
High School	
Total	

2. Inter-District Attendance Permits: None

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

3. Williams Complaints: 0

4. Activities Calendar: March Calendar

X. BOARD COMMUNICATION

Y. ANNOUNCEMENT OF NEXT MEETING AND ADJOURNMENT: April 13, 2021

Recognition

Student: Tessa Paipa

"Tessa is a dedicated student who has great insight in the art criticism portion of her Write About the Artist writing assignments. She works hard to produce successful artworks that demonstrate an understanding of the art element or design principle covered in each lesson. She has almost perfect attendance, turns in her work on time and is a talented artist who is enjoyable to have in class."

Staff: Rhonda Hill

"I would like to nominate Rhonda Hill. She is always willing to lend a hand and is very polite and well mannered. She always looks great and goes out of her way to help you when you need information. I appreciate her humor and upbeat nature. She makes the work environment much more pleasant."

REQUIRES BOARD ACTION

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office No later than **MONDAY, MARCH 15, 2021**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box. *A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2021 DELEGATE ASSEMBLY BALLOT
REGION 17
(San Diego County)

Number of vacancies: 7 (Vote for no more than 7 candidates)

Delegates will serve two-year terms beginning April 1, 2021 - March 31, 2023

**denotes incumbent*

	Kate Bishop (Chula Vista ESD)
	Leslie Bunker (Chula Vista ESD)*
	Andrew Hayes (Lakeside Union SD)*
X	Melissa Krogh (Warner USD)
	Dawn Perfect (Ramona USD)*
	Barbara Ryan (Santee SD)*
	Lucy Ugarte (Chula Vista ESD)
	Katrina Young (San Dieguito Union High SD)

Provision for Write-in Candidate Name

Warner USD

School District

Signature of Superintendent or Board Clerk

Superintendent

Title

School District Name

Warner USD

Date of Board Action

See reverse side for list of all current Delegates in your Region.

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Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District Name

Date of Board Action

See reverse side for list of all current Delegates in your Region.

REGION 17 – 23 Delegates (17 elected/6 appointed♦)

Director: Debra Schade (Solana Beach ESD)

Below is a list of all elected or appointed Delegates from this Region.

County: San Diego

Richard Barrera, (San Diego USD)♦, appointed term expires 2021
Leslie Bunker (Chula Vista ESD), term expires 2021
Eleanor Evans (Oceanside USD), term expires 2022
Humberto Gurmilan (San Ysidro SD), term expires 2022
Andrew Hayes (Lakeside Union SD), term expires 2021
Claudine Jones (Carlsbad USD), term expires 2022
Christi Knight (Escondido Union HSD), term expires 2021
Michael McQuary (San Diego USD)♦, appointed term expires 2022
Tamara Otero (Cajon Valley Union SD), term expires 2022
Darshana Patel (Poway USD)♦, appointed term expires 2021
Dawn Perfect (Ramona USD), term expires 2021
Barbara Ryan (Santee SD), term expires 2021
Elva Salinas (Grossmont Union HSD), term expires 2022
Nicholas Segura (Sweetwater Union HSD)♦, appointed term expires 2022
Arturo Solis (Sweetwater Union HSD)♦, appointed term expires 2021
Marla Strich (Encinitas Union ESD), term expires 2022
Cipriano Vargas, (Vista USD), term expires 2022
Sharon Whitehurst-Payne (San Diego USD)♦, appointed term expires 2021
Vacant, term expires 2021
Vacant, term expires 2021
Vacant, term expires 2022
Vacant, term expires 2022

County Delegate:

Guadalupe Gonzalez (San Diego COE), term expires 2021

County

San Diego

Delegate Assembly Biographical Sketch Form for 2021 Election



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

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

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

Signature: Kate Bishop Date: 1/7/2021

Name: Kate Bishop CSBA Region & subregion #: 17

District or COE: Chula Vista Elementary School District Years on board: 0 (New)

Profession: Costume Designer Contact Number (☐ Cell ☐ Home ☐ Bus.): 619-517-7137

Primary E-mail: kate@katebishop.vote

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

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

I am very interested in legislation and lobbying on behalf of our students. I'm passionate about seeking to create equity throughout California schools through anti-racist/anti-biased professional development and curriculum and full funding of programs that support our students in need.

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

I have lived a life of service. I am currently in my fourth year on the Board of the Chula Vista Council of PTAs (which oversees all of the PTAs in the District). I also serve on the Chula Vista Cultural Arts Commission. I am also politically involved and serve on the Ethics Committee of the San Diego County Democratic Party.

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

Currently the biggest challenge is the COVID-19 crisis. CSBA can help address it by lobbying our state leadership to create safe, equitable, and transparent guidelines for all districts and to make sure that those expectations are accompanied by adequate monetary support. We need not only to be able to afford to physically reopen our schools with every necessary safety measure, but we need mental health support, not only for our students, but for faculty and staff as well.

Delegate Assembly Biographical Sketch Form for 2021 Election



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Signature: Leslie Ray Bunker Date: 12-15-20

Name: Leslie Ray Bunker CSBA Region & subregion #: 17
District or COE: Chula Vista Elementary School District Years on board: 6
Profession: Teacher (Retired) Contact Number (☐ Cell ☐ Home ☒ Bus.): 619 426-9600 ext. 1500
Primary E-mail: leslie.bunker@cvesd.org
Are you an incumbent Delegate? ☒ Yes ☐ No If yes, year you became Delegate: 2016

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

I am interested in continuing as a delegate because I want to do all I can to improve education in my district and for the students of California by working with CSBA and state legislators. By working together, we can protect local control, improve funding and thus provide the best education for all students. I work well with others, listen to all perspectives, and always keep students at the center of my decision making. I have gone with our PACER to speak with local legislators, participated in Legislative Action Days, served on the AEC 2019 planning committee. I am prepared to work for all of our students.

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

I am an active member of our board. I was President in 2018 and have been working on the Policy Review Committee for two years. I attend many district meetings and school events. I am involved in my church and it's mission work. I volunteer at the San Diego Zoo. I participate in Las Primeras (a local women's philanthropic organization). I was on the CSBA Region 17 nominating committee this year.

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

Funding is a challenge especially this year. The unexpected costs associated with closing a re-opening schools, higher costs for STRS/PERS and unfunded mandates all contribute to the financial difficulties we face now and in the near future. CSBA can help by organizing and fighting for state funded resources such as paying a portion of STRS/PERS and providing free wi-fi for students. Writing legislation that will protect us from law suits created by the COVID 19 situation would also be very helpful.

Delegate Assembly Biographical Sketch Form for 2021 Election



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

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Signature: _____

Date: 1/7/2021

Name: Andrew Hayes

CSBA Region & subregion #: 17

District or COE: Lakeside Union School District

Years on board: 3

Profession: Dep. District Director - CA Senate

Contact Number (☒ Cell ☐ Home ☐ Bus.): 619-922-7208

Primary E-mail: athayes32@gmail.com

Are you an incumbent Delegate? ☒ Yes ☐ No If yes, year you became Delegate: 2019

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

My interest in continuing my service as a delegate is simple: I believe in public education. As a person who recieved a well-rounded public education, I understand its value. My experience working for two state legislators has provided me with a deep understanding of the critical role our legislators have in shaping the future of our students. Working for the legislature has allowed me to truly understand our state government, its processes and the impact it has on local school districts funding and programs. Additionally, working for the legislature has permitted me to build important relationships with leaders across our region and learn about the diverse set of challenges we face.

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

I'm a lifelong Lakeside resident and a former student of the district I'm now serving. My involvement in Lakeside is diverse. I'm a founding member of the Lakeside Kiwanis Club and I'm proud member of the Santee-Lakeside Rotary Club and the Lakeside Histrocial Society. I'm a staunch advocate for our local business community because of all they do for our district. In fact, in 2019, I was named the Lakeside Chamber of Commerce Legislator of the Year. I'm passionate about civic learning and I judge in the annual "We the People" consitution competition. Ultimately, I want to take my knowledge of the legislature, the lessons I've learned on my board and continue to advocate for our students.

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

I believe we face interrelated challenges. Re-opening schools safely is on the forefront of all of our minds and it should be. Our students need to be in the environment where they can achieve their highest potential. The pandemic has vividly reminded us that each student and their family has unique needs that we are responsible for supporting. Yet, the difficulties we faced prior to the pandemic are not gone. Pension contributions will still rise, our facilities need repairs, and the achievement gap is widening. Though CSBA may not be able to eliminate all of the challenges we face, we can continue to be innovative and build broad coalitions to support school districts in safely re-opening schools while continuing to plan for the future through constant legislative and grassroots advocacy.

Delegate Assembly Biographical Sketch Form for 2021 Election



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

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Signature: M. Krogh Date: 12/15/2020

Name: Melissa Krogh CSBA Region & subregion #: 17
District or COE: Warner Unified School District Years on board: 4
Profession: Conf. Secretary Contact Number (☒ Cell ☐ Home ☐ Bus.): 760-464-8736
Primary E-mail: melissa.krogh@warnerusd.net
Are you an incumbent Delegate? ☐ Yes ☒ No If yes, year you became Delegate: _____

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

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

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

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

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

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

Delegate Assembly Biographical Sketch Form for 2021 Election



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Signature: Dawn Perfect Date: January 5, 2021

Name: DAWN PERFECT CSBA Region & subregion #: 17
District or COE: RAMONA UNIFIED Years on board: 12
Profession: Executive Director Contact Number (☐ Cell ☒ Home ☐ Bus.): 760.788.1983
Primary E-mail: dawnperfect@att.net
Are you an incumbent Delegate? ☒ Yes ☐ No If yes, year you became Delegate: 2012

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

We need a team of leaders gathering information and communicating the needs of our 42 San Diego school districts to the statewide organization. I have the necessary skills and will work hard to serve and represent the districts of Region 17 at the Delegate Assembly. Outreach to individual board members is key.

I have 11 years experience as a delegate and have participated in many working groups establishing CSBA's policy platform. Additionally, I have been elected twice to serve on the CSBA Nominating Committee, as well as on their Policy Platform Committee. I have proudly served locally as the SDCSBA Treasurer since 2016.

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

Masters in Governance
San Diego County Superintendent's Achievement Gap Task Force
Governor's Budget Workshop presented by School Services of California - attendee 10 years
Grossmont/Cuyamaca College District Educational Master Plan participant
District Budget Steering Committee, 7-11 Facilities Committee, School Site Council, PTSA & Booster Clubs,
ROP Community Advisory Council, CIF Coordinating Council
District Board President - 5 years
Community Planning Group specializing in infrastructure (roads, highways, trails, parks, civic planning)
What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The biggest challenges facing governing boards is navigating the uncharted territory of COVID-19. The issues are complicated and include adapting to new COVID-19 protocols, establishing best practices regarding facilities, staffing adjustments & reassignments, class size in a blended attendance environment, curriculum changes, and many other concerns, all while keeping students and staff healthy.

CSBA could be helpful by providing brief highlights of specific practices that are successful in particular school districts to use as examples of how things might be done. No need for individual districts to reinvent the wheel. Communication is key; use of social media short videos & synchronous virtual meetings where board members can brainstorm would be helpful.

Delegate Assembly Biographical Sketch Form for 2021 Election



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

Signature:

Barbara Ryan

Digitally signed by Barbara Ryan
Date: 2020.12.18 11:02:04 -08'00'

Date: December 18, 2020

Name: Barbara Ryan

CSBA Region & subregion #: 17

District or COE: Santee School District

Years on board: 41

Profession: Vice President, Gov't Affairs Contact Number (☐ Cell ☐ Home ☒ Bus.): (619) 258-2304

Primary E-mail: barbara.ryan@santeesd.net

Are you an incumbent Delegate? ☒ Yes ☐ No If yes, year you became Delegate: 1986

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

I wish to continue serving as a member of the Delegate Assembly to support CSBA in its role of speaking on behalf of students. My service as a school board member, in my community, and in my profession (Government Relations for a children's hospital) have provided me the opportunity to be well-versed on current issues facing local school boards and/CSBA, and well-positioned to influence education policy at all levels.

+

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

I have served as President, Vice-President, Clerk, and Legislative Representative on my board, serve on several school district committees, and represent my district on the Chamber Executive Board. I am also a member of the San Diego County School Boards Association Executive Committee. I represent school boards on the Children's Initiative Board and my County's Children's Mental Health Advisory Council. My past/present participation in CSBA is: Delegate Assembly, Legislative Relations Chair; Legislative Committee; Coordinated Children's Services Task Force; School Facilities Task Force; Welfare Reform Committee; and Health Task Force.

+

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

Today, the biggest challenge is educating our students during the COVID pandemic. Our responsibility, however, remains the same--assuring that students receive the best possible educational experiences. I believe the biggest challenge we face is having adequate resources and supportive laws/regulations to allow us to provide the highest quality education for our students. Advocacy at all levels of government is the key to success. CSBA can help address this challenge by continuing to provide advocacy training for board members and to use those collective voices to influence public policy.

Delegate Assembly Biographical Sketch Form for 2021 Election



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

Signature: _____

Date: January 4, 2021

Name: Lucy Ugarte

CSBA Region & subregion #: 17

District or COE: Chula Vista Elementary School District

Years on board: 0 (New)

Profession: Teacher

Contact Number (☐ Cell ☐ Home ☐ Bus.): 619-395-2578

Primary E-mail: lucy.ugarte@cvesd.org

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

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

It is important that a variety of voices are heard and represented. I bring the perspective of teacher, parent, union leader, community member and activist, as well as board trustee. I have over twenty years of experience representing students, teachers, and my community. I know firsthand the challenges of Distance Learning and the practicality of putting policies into place that affect students and staff.

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

I am involved in my community as a teacher, community member, board trustee (clerk), and parent. I have advocated for students, teachers, parents and the community for over 20 years. I am actively involved in community and civic groups and listen to concerns from across our city. I participate in decision making and the implementation of programs within my community. I have actively voiced concerns on behalf of students, and community members to both the local high school and elementary governing boards. As a newly elected board member, I look forward to developing my involvement with CSBA.

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

The biggest challenge facing governing boards is the safe, consistent reopening of schools and meeting the emotional and educational needs of students and staff when that happens. In addition, post Covid it will be important to ensure the active recruitment of personnel to meet the needs of students. It is important that governing boards ensure that all stakeholders are supported, as well as making sure that schools are places where each individual feels safe, valued, and welcome.

Delegate Assembly Biographical Sketch Form for 2021 Election



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

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

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

Signature: _____

Katrina Young

Date: December 16, 2020

Name: Katrina Young

CSBA Region & subregion #: 17

District or COE: San Dieguito Union High School District

Years on board: Elected 2020

Profession: Homemaker Contact Number (☒ Cell ☐ Home ☐ Bus.): 760-672-9821

Primary E-mail: katrina.young@sduhsd.net

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

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

Especially as a new Board Member assuming my role in one of the most unusual times of current education, I appreciate the ability to have a direct link to governance structure, working with other local districts, county offices and executive committees to gain valuable insight and solutions. This information will not only be vital for me to assume my responsibilities as swiftly and efficiently as possible, it will also allow me to educate my district on best practices to support our students and educators, which is the underlying duty of all Trustees.

I have over 15 years school leadership and volunteer service, including PTA President, Executive VP, VP Volunteers, and VP Programs of my elementary school district. Within my current district, I volunteered in the Foundation Office (serving as the Volunteer Coordinator for two years), as well as sat on my local high school's Board of Directors and Grant Committee. In 2015, I was selected to serve on a district wide Boundary Task Force. As a result, I have a long, demonstrated history of working collaboratively with others and promoting transparency and communication with my community. A consensus leader at heart, I find that in any discussion, there are central issues all members can agree upon. Using those as a foundation, I believe in respecting all voices while working towards shared goals. I look forward to using those skills as a newly elected Trustee, as well as developing them further as a Delegate for CSBA.

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

In addition to my leadership and volunteer experience listed above, I also have over 20 years' experience advocating for children's health. As a member of the Cystic Fibrosis Foundation National Healthcare Advocacy team, I have held over 70 meetings with members of Congress and was invited to attend the 2016 Precision Medicine initiative Summit by invitation of the White House. Currently, I serve as the Board Chairman of the San Diego Chapter of the CF Foundation. Within my role as a volunteer, I have worked on a wide range of events locally, as well as on a national stage. I currently serve on two national committees and was selected to co-chair the National Volunteer Leadership Conference from 2013-2015. I was a member of the Surf Cities National Charity League for 8 years with my daughters. I served on the board for four years, as well as the Philanthropy Liaison for every local charities. Last year, I was sworn in as a Court Appointed Special Advocate (CASA). My training and experience has further honed my skills as an objective observer and respectful listener. Similar to my duties as a Board Member and hopeful responsibilities as a Delegate, I am charged with always focusing on the best interests of the children in my charge and working with all parties to ensure their safety and ultimate success.

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

Without a doubt, one of the biggest challenges our schools face is the pandemic and the delicate balance of reopening schools with preserving health and safety. As an incoming Board Member, I have struggled to find universal definitions of key terms that dictate adherence to local and statewide guidances. I would like to work with other CSBA delegates to ensure that all schools have adequate access to information. Especially knowing the scope of our responsibilities, even without COVID restrictions, communication is critical to any organization's success. With a degree in English and a background of focusing on communication, I look forward to learning new strategies, as well as hopefully helping others implement their own.



California School Boards Association

REQUIRES BOARD ACTION

Due: Mon. March 15—return ballot in enclosed envelope

January 29, 2021

MEMORANDUM

To: All Board Presidents and Superintendents — CSBA Member Boards
From: Suzanne Kitchens, CSBA President
Re: 2021 Ballot for CSBA Delegate Assembly — **U.S. Postmark Deadline is Mon. March 15**

Enclosed is the ballot material for election to CSBA's Delegate Assembly from your region or subregion. It consists of: 1) the ballot (on red paper), the reverse side of which contains the names of ALL current members of the Delegate Assembly from your region or subregion; and 2) the required candidate biographical sketch form and, if submitted, a resume. In addition, provided is a copy of the ballot on white paper to include with your board agenda. **Only the ballot on red paper is to be completed and returned to CSBA. It must be postmarked by the U.S. Post Office on or before Monday, March 15, 2021.**

Your Board may vote for up to the number of vacancies in the region or subregion as indicated on the ballot. For example, if there are three vacancies, the Board may vote for up to three candidates. However, your Board may cast no more than one vote for any one candidate. The ballot also contains a provision for write-in candidates; their name and district must be clearly printed in the space provided.

The ballot must be signed by the Superintendent or Board Clerk and returned in the enclosed envelope; if the envelope is misplaced, you may use your district's stationery. Please write **DELEGATE ELECTION** prominently on the envelope along with the region or subregion number on the bottom left corner of the envelope (this number appears at the top of the ballot).

If there is a tie vote, a run-off election will be held. All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2021 – March 31, 2023. Following the election, an updated list of all Delegates will be available on CSBA's website no later than April 1, 2021. The next meeting of the Delegate Assembly takes place on Saturday, May 15 and Sunday, May 16, 2021. Please do not hesitate to contact Jamille Peters at jpeters@csba.org should you have any questions.

Encs: Ballot on red paper and watermarked "copy" of ballot on white paper
List of all current Delegates on reverse side of ballot
Candidate(s)' required Biographical Sketch Forms and optional resumes
CSBA-addressed envelope to send back ballots

Warner Unified School District

*P.O. Box 8, 30951 Highway 79, Warner Springs, CA 92086
Phone (760) 782-3517 - FAX (760) 782-9117*



Public Hearing Notice

Posted March 3, 2021

This notice is to advise that a Public Hearing will be held on Tuesday, March 9, 2021 by way of a Zoom meeting at 6 pm.

Topic:

Title VI Indian Education Funds

Join Zoom Meeting

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

Meeting ID: 304 634 4158

Passcode: 2s2gDx

Minutes

Regular Meeting, February 9, 2021

WARNER UNIFIED SCHOOL DISTRICT

MINUTES OF REGULAR MEETING OF THE GOVERNING BOARD

February 9, 2021

- A. CLOSED SESSION - [With Superintendent at 5pm] - Zoom meeting**
- B. CALL TO ORDER:** The meeting was called to order at 5:00 pm by Jeannean Rombal, President of the Governing Board.
- C. REGULAR SESSION: [Zoom Meeting at 6pm]**
- D. ROLL CALL:** Members present: Rombal, Krogh, Stoneburner, Audibert, Sees. Absent: None.
- E. ACCEPTANCE OF CLOSED SESSION AGENDA:** Passed by unanimous vote, (5-0).
- F. CLOSED SESSION**
 - 1. PERSONNEL MATTERS- The Governing Board will recess to closed session to consider personnel matters pursuant to Government Code Section 54957, 54957(b)(1), and 54957.6.
 - 2. Conference with Labor Negotiators(Gov. Code section 54957.6) Represented Employees: CSEA
AWE. Agency Negotiators: David MacLeod and Andrea Sissons.
- G. CONVENE TO OPEN/REGULAR SESSION [Zoom meeting at 6pm]**
- H. CALL TO ORDER:** The meeting was called to order at 6:10 pm by Jeannean Rombal, President of the Governing Board.
- I. ROLL CALL:** Members present: Doxey, Krogh, Rombal, Sees and Stoneburner. Absent: None
EMPLOYEES PRESENT: MacLeod, Sissons and Hill.
VISITORS: Wom'Si Stoneburner, Christi Feezell, Dena Knoke, Tiffany Lenfers, Kelcy Sutton, Jacquie Mosley-Pastrana, Ember Evers, Phillip (Turtle) Shinkowski, Jan Krasowski, Sabrina Finn, Michelle Mahood, James Proby, George Rodriguez (Melody Sees), Chermaine Osuna, and Christine Feher.
- J. FLAG SALUTE**
- K. ACCEPTANCE OF OPEN AGENDA:** Motion to accept Open Agenda passed by unanimous vote, (5-0).
- L. WELCOME- BOARD PRESIDENT:**Jeannean Rombal
- M. GENERAL BUSINESS**
- N. PUBLIC HEARINGS:** Warner Unified School District Safety Plan - Motion was made by Gene Doxey to delay the public hearing until after the student and staff recognition. Motion passed by unanimous vote (5-0). Motion was made to close the public hearing by Vice President Krogh, and seconded by Doxey at 6:48 pm. Motion passed by unanimous vote (5-0).
- O. APPROVAL OF MINUTES:** Motion passed by unanimous vote,(5-0).
 - 1. Minutes of the Regular Board meeting, January 12, 2021.
 - 2. Minutes of the Special Board meeting, January 28, 2021.
- P. REPORTS**
 - 1 Student Body Representative: N/A
 - 2. Association of Warner Educators: Tiffany Lenfers said negotiations went well with Administration and offers are going back to the bargaining unit.
 - 3. California School Employees Association: Sabrina Finn said that they held a meeting today and approved the 2021-2022 District calendar and ratified the MOU for early retirement. She took a survey to see what members want to negotiate on.
 - 4. Parent Teacher Community Club: None
 - 5. Superintendent's Report: Superintendent MacLeod said that CALPAC is holding their winter retreat and he will be in attendance. He also addressed his decision to switch school to online learning for the next 4 school days due to 2 positive COVID cases. Finally, Superintendent MacLeod informed the Board that member Doxey along with 3 other residents met to discuss offering model airplane construction and flight to the Warner Jr./Sr. High.
 - i. **RECOGNITION:** Student of the month was Ember Evers and Wom'Si Stoneburner. Employee of the month was Dobbie Madeyski.
 - ii. **DISTRICT BRIEFING:**
 - iii. **CHARTERS:** Christine Feher of CALPAC gave a presentation.
 - iv. **INDIAN ADVISORY COMMITTEE:**
 - 6. **BUSINESS MANAGER'S REPORT:** Andrea Sissons said that she is finishing the 19-20 audit as well as working on the

2nd Interim and payroll. She informed the Board, pending the outcome of their vote on the tree bid, that work to remove and lace trees would begin next week. She also said that unfortunately, the 300 year old tree in the staff parking lot cannot be saved. Andrea also mentioned that Lorenzo and Inocente built the curb for the storm water.

- 7. BOARD REPORT:** President Rombal asked about the old cars that need to be removed and the asbestos at the "white house". She said she is excited to see the trees trimmed, despite the loss of the one tree. Superintendent MacLeod reminded the Board that 2 trees will be removed for the Solar project which begins on Feb. 22, 2021. Sees asked why we were trimming trees near the power lines and questioned whether or not that was SDG&E's responsibility. Vice President Krogh said that CSBA Delegate Assembly ballots have been released and said the Board nominated her to be on the ballot. Melody Sees said she misses Miss Knoke and the way she taught the 4th grade class and doesn't like the substitutes. Gene Doxey wanted to clarify for the Board that the model planes are electric and don't use gas motors. He also said he would like for PJ and the Tribal Council to consider putting together curriculum to teach a class on local Native American history.

Q. PUBLIC HEARINGS-HEARING OF PUBLIC ON NON - AGENDA ITEMS: None

R. SPECIAL PRESENTATION: None

S. ACTION ITEMS:

1. Consider approval of the Single Plan Student Achievement. Superintendent MacLeod said that the SPSA is essentially a duplicate of LCAP goals. Motioned by Stoneburner and seconded by Doxey; motion passed by unanimous vote (5-0).
2. Consider approval of the Warner Unified School District Safety Plan. Motion by Krogh, seconded by Doxey; motion passed by unanimous vote, (5-0).
3. Consider approval of (To Be Announced) as High School Receptionist, pending pre-employment screening. Superintendent MacLeod announced Patrice Malloy as the new High School Receptionist. Motion by Stoneburner, seconded by Krogh; motion passed by unanimous vote, (5-0).
4. Consider approval of Resolution 2020-2021-004, to Establish an Associate Student Body (ASB) Special Revenue Fund. Motioned by Doxey, seconded by Krogh; motion passed by unanimous vote, (5-0).
5. Consider approval of the Interdistrict Attendance Permit Contract for 2021-2026. Motioned by Krogh, seconded by Doxey; motion passed by unanimous vote, (5-0).
6. Consider approval of HERA Three Year Asbestos Re-Inspection Proposal. Motioned by Doxey, seconded by Stoneburner; motion passed by unanimous vote, (5-0).
7. Consider approval of the bid from Four Season Tree Company. Motioned by Sees, seconded by Doxey and Stoneburner abstained. Motion passed by unanimous vote, (4-0).

T. CONSENT AGENDA

All matters listed on the Consent Agenda are considered by the Board to be routine and will be enacted by the Board in one motion in the form listed below. Superintendent/Principal recommends approval of all Consent Agenda items. Vice President Krogh asked why the 2019-2020 contract was on the Consent Agenda. Motioned by Stoneburner, seconded by Doxey; motion passed by unanimous vote, (5-0).

1. Commercial Warrants
2. Purchase Orders
3. 2019-2020 San Diego County Nonpublic Master Contract with Verbal Behavior Associates.
4. 2019-2020 Nonpublic Master Contract Appendix B: Agencies for Verbal Behavior Associates.
5. 2020-2021 San Diego County Nonpublic Master Contract with Verbal Behavior Associates.

U. SECOND READING OF GOVERNING BOARD POLICIES, NEW ADMINISTRATIVE REGULATIONS, AND EXHIBITS.

V. INFORMATION ITEMS AND DISCUSSION:

1. DISTRICT ENROLLMENT 2020 – 2021

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

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

Class	January	February	March	April	May
Elementary	119	119			
Middle School	35	34			
High School	58	58			
Total	212	211			

Class	June
Elementary	
Middle School	
High School	
Total	

2. Inter-District Attendance Permits: None

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

3. Williams Complaints: None

4. Activities Calendar: February calendar

W. BOARD COMMUNICATION: PJ Stoneburner said that his son Rocket loves Preschool and his teacher. Stoneburner also mentioned that there is a real estate project in the works near the school that is starting to get legs. Vice President Krogh asked now that Patrice Malloy will be working at the high school, who will be facilitating the Food Bank at the Warner Resource Center? Superintendent MacLeod explained that she will be given 4 hours to participate in the Food Bank for the next two months until someone can be trained to take that over.

X. ANNOUNCEMENT OF NEXT MEETING AND ADJOURNMENT: Next meeting to be held March 9, 2021. Motion to adjourn made by Stoneburner, seconded by Doxey. Meeting adjourned by unanimous vote at 7:48pm.

Secretary of the Governing Board

Clerk

ACTION ITEM

1

TOPIC: Consider approval of the NISER IntraSELPA Tuition Agreement, Memorandum of Understanding for the Tuition Calculation for ESY only for the 2020-2021 school year.

DESCRIPTION: Warner USD agrees to pay tuition identified in page 1 of agreement to the District of Service, Ramona, for services received from July 1 through June 30 of the fiscal year or until such time both parties agree to revise or terminate this MOU.

FISCAL IMPACT: \$618.56

RECOMMENDATION: Recommend approval.

NISER IntraSELPA TUITION CALCULATION ESY ONLY

Serving District Ramona Fiscal Year 2020-2021
Date January 5, 2021

STUDENT INFORMATION

Last Name _____ First Name _____
 Grade Level _____ K-6 _____
 District of Residence Warner Springs ESY Lengh in Days 19

BASE RATE CALCULATION

Classroom Personnel Costs

Position	Total Hours	NISER Average Hourly Rate W/			Per Student Cost
		Variable Benefits	Class Divisor		
Teacher	95	\$ 43.00	9.00	\$ 453.89	
Paraeducator	76	\$ 19.50	9.00	\$ 164.67	
Total Salary Costs				\$ 618.56	

COSTS OVER AND ABOVE (MUST HAVE MOU IN PLACE)

Service	Hourly Rate	Service Hours	Cost
Services to be decided at next Annual meeting			-
			-
(NOTE: Special Education Services Only, Mental Health	Total Costs Over and Above	\$	-

Services are to be entered in Tab 3.)

Amount Due	\$ 618.56
------------	-----------

	Days	Amount
Days Billed in FY 19/20 (Before June 30, 2019)	8	\$ 260.44
Days Billed in FY 19/20 (After June 30, 2019)	11	\$ 358.11

Intra-SELPA Tuition Agreement

Date:

Memorandum of Understanding for the Tuition Calculation for ESY Only

This Memorandum of Understanding (MOU) is based on the process outlined in the Tuition Model for 2013-2014 approved by the Superintendent's Council September 26, 2013 where the District of Residence

Warner Springs agrees to pay the tuition identified in page 1 of this form to the District of Service

Ramona for services received from July 1 through June 30 of the fiscal year

2020-2021

or until such time both parties agree to revise or terminate this MOU.

The student's current IEP must be included with this document. Any services listed in the Costs Over and Above section of the Tuition Calculation must concur with those listed in the attached IEP.

If Mental Health Services are provided Page 3 of this document must be completed and initialed by both Parties

Any Due Process filing related to this placement is solely the responsibility of the student's District of Residence (DOR).

Payments are to be made via auditors transfer a minimum of once annually and a maximum of twice annually at the discretion of the District of Service.

Please provide a copy of the fully approved 2 page agreement to NISER.

District of Residence Acceptance

Warner Springs

James W. Proby 1/22/21
Special Education Director Date

Andrea Simpson 1/22/21
Finance Director Date

District of Service Acceptance

Ramona

J. Allen S. Jolly 1/16/21
Special Education Director Date

[Signature] 1/16/2021
Finance Director Date

Jaime Tate-Symons

Digitally signed by Jaime Tate-Symons
Date: 2021.01.22 14:40:20 -08'00'

Jaime Tate-Symons, SELPA Director

Date

TOPIC: Consider approval of the NISER IntraSELPA Tuition Agreement, Memorandum of Understanding for the Tuition Calculation for Special Education Tuition for the 2020-2021 school year.

DESCRIPTION: Warner USD agrees to pay the tuition identified in page 1 of the agreement to the District of Service, Ramona, for services received from July 1 through June 30 of the fiscal year or until such time both parties agree to revise or terminate this MOU.

FISCAL IMPACT: \$27,960.57

RECOMMENDATION: Recommend approval.

NISER IntraSELPA TUITION CALCULATION

Serving District Ramona Fiscal Year 2020-2021
 Date January 6, 2021

STUDENT INFORMATION

Last Name [REDACTED] First Name [REDACTED]
 Grade Level K-6
 District of Residence Warner Springs Annual Instructional Days 180
 Type of Class Class Type #2 Student Instructional Days 180
 % of Instructional Days to Bill 100.00%

BASE RATE CALCULATION

Classroom Personnel Costs

Position	FTE	NISER Average Salary & Benefit Cost	Total Cost	Class Type Divisor	Per Student Cost
Teacher (1.0 FTE Per Employee)	1.00	\$ 99,548.76	99,548.76	10.00	\$ 9,954.88
Paraeducator (0.75 FTE Per Employee)	2.50	\$ 59,007.82	147,519.55	10.00	\$ 14,751.96
Total Direct Salary Costs					\$ 24,706.83

Included Related Service and Other Costs

Service	Amount Included	Per Student Cost
OT Services	360 min yearly 76.19	457.14
Speech and Language	60 min week 36 77.41	2,786.76
APE	210 min year	175.00
Total Related Service and Other Costs		\$ 3,418.90
Total Base Rate Costs		\$ 28,125.73

COSTS OVER AND ABOVE

Service	Unit value	# of Units	Cost
Occupational Therapy	80.27	3	240.81
Adaptive Physical Education	70	3	210.00

(NOTE: Special Education Services Only, Mental Health
 Services are to be entered in Tab 3.)

Total Costs Over and Above \$ 450.81
 Total Tuition Cost \$ 28,576.54

602 Distribution Deduct 615.97
 % of Instructional Days to Bill 100.00%

Amount Due \$ 27,960.57

dated 07/14/2020 (K.Pugh)

Days Billed Semester 2	90
Total	180

Final Payment	\$	13,980.29
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IntraSELPA Tuition Agreement

Date:

January 6, 2021

Memorandum of Understanding for the Tuition Calculation

This Memorandum of Understanding (MOU) is based on the process outlined in the Tuition Model for 2013-2014 approved by the Superintendent's Council September 26, 2013 where the District of Residence

Warner Springs agrees to pay the tuition identified in page 1 of this form to the District of Service
Ramona for services received from July 1 through June 30 of the fiscal year
or until such time both parties agree to revise or terminate this MOU.

2020-2021

The student's current IEP must be included with this document. Any services listed in the Costs Over and Above section of the Tuition Calculation must concur with those listed in the attached IEP.

If Mental Health Services are provided, Tab 3 of this document must be completed and initialed by both Parties

Any Due Process filing related to this placement is solely the responsibility of the student's District of Residence (DOR).

Payments are to be made via auditors transfer a minimum of once annually and a maximum of twice annually at the discretion of the District of Service.

Please provide a copy of the fully approved 2 page agreement to NISER.

District of Residence Approval

Warner Springs

James W. Proby 1/22/21
Special Education Director Date

Andrea Sisson 1/22/21
Finance Director Date

District of Service Approval

Ramona

Edith L. Laffey 1/6/2021
Special Education Director Date

Senor Sp 1/6/2021
Finance Director Date

Jaime Tate-Symons Digitally signed by Jaime Tate-Symons
Date: 2021.01.22 14:39:58 -08'00'

Jaime Tate-Symons, SELPA Director

Date

ACTION ITEM

3

TOPIC: Consider approval of Jack Clarke as a part-time student employee.

DESCRIPTION: To employ said student part-time through a school program.

FISCAL IMPACT: \$ 5000.00/year

RECOMMENDATION: Recommend approval.

ACTION ITEM

4

TOPIC: Consider approval to increase District, front office Receptionist hours from 7 to 8 hours per day.

DESCRIPTION: To increase the work day by 1 hour to meet the Preschool attendance needs and additional needs of the Preschool registrar.

FISCAL IMPACT: \$5000.00/year

RECOMMENDATION: Recommend approval.

TOPIC: Consider approval to increase the stipend hours for the Native Pride Club Advisor from 26.6 to 30 hours per month.

DESCRIPTION: To increase the Native Pride Club Advisor's stipend hours by 3.4 hours per month.

FISCAL IMPACT: \$600.00/year

RECOMMENDATION: Recommend approval.

TOPIC: Consider approval of the proposed 2021-2022
School District Calendar.

DESCRIPTION: 2021-2022 District Calendar.

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval.

WARNER UNIFIED SCHOOL DISTRICT 2021-2022

School Month	Monday	Tuesday	Wednesday	Thursday	Friday	Holiday/Event	Date	
July				1	2			Non Student Day
July	5	6	7	8	9			First Trimester
July	12	13	14	15	16			Second Trimester
July	19	20	21	22	23			Third Trimester
July/August	26	27	28	29	30			Teacher Work Day
August	2	3	4	5	6			Adverse Weather Day
August	9	10	11	12	13	Trimester 1 Begins	8/11/2021	No School-Classified Paid Holiday
August	16	17	18	19	20			
August	23	24	25	26	27			
September	30	31	1	2	3			
September	6	7	8	9	10	Labor Day	9/6/2021	
September	13	14	15	16	17			
September	20	21	22	23	24	Native American Day	9/24/2021	
Sept/October	27	28	29	30	1			
October	4	5	6	7	8			
October	11	12	13	14	15			
October	18	19	20	21	22			
October	25	26	27	28	29			
November	1	2	3	4	5	Trimester 1 Ends	11/4/2021	
November	8	9	10	11	12	Veteran's Day Ober.	11/11/2021	
November	15	16	17	18	19	Trimester 2 Begins	11/16/2021	
November	22	23	24	25	26	Thanksgiving Break		
December	29	30	1	2	3			
December	6	7	8	9	10			
December	13	14	15	16	17			
December	20	21	22	23	24	Winter Break		
Dec./January	27	28	29	30	31			
January	3	4	5	6	7			
January	10	11	12	13	14			
January	17	18	19	20	21	MLK	1/17/2022	
January	24	25	26	27	28			
February	31	2	3	4	5			
February	7	8	9	10	11	Lincoln's Bday	2/12/2022	
February	14	15	16	17	18			
February	21	22	23	24	25	Washington's Day	2/19/2022	
March	28	1	2	3	4	Trimester 2 Ends	3/2/2022	
March	7	8	9	10	11	Trimester 3 Begins	3/3/2022	
March	14	15	16	17	18			
March	21	22	23	24	25			
April	28	29	30	1	2			
April	4	5	6	7	8			
April	11	12	13	14	15			
April	18	19	20	21	22	Spring Break		
April	25	26	27	28	29			
May	2	3	4	5	6			
May	9	10	11	12	13			
May	16	17	18	19	20			
May	23	24	25	26	27			
May/June	30	31	1	2	3	Memorial Day	5/30/2022	
June	6	7	8	9	10	Trimester 3 Ends	6/8/2022	
June	13	14	15	16	17			
June	20	21	22	23	24			
June	27	28	29					

60

60

TOPIC: Consider approval of Sunshine Stone to be trained as a school bus driver, pending pre-employment screening.

DESCRIPTION: Bus driver training.

FISCAL IMPACT: Range 12, Step 1 at \$15.72/hour

RECOMMENDATION: Recommend approval.

TOPIC: Consider approval of the Tentative Agreement and Collective Bargaining and Disclosure between WUSD and AWE for 2020-2021 and 2021-2022.

DESCRIPTION: Disclosure of Collective Bargaining Agreement In Accordance with AB1200; a package proposal intended to settle contract negotiations by and between WUSD and AWE for the 2020-2021 and 2021-2022 work years.

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval.

Disclosure of Collective Bargaining Agreement

Page 1 of 7

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213);
GC § 3547.5 (Statutes of 2004, Chapter 52)

Warner Unified School District

Name of Bargaining Unit: Association of Warner Educators Certificated: X Classified: _____

The proposed agreement covers the period: Beginning: 7/1/2020 Ending: 6/30/2022

This agreement will be acted upon by the Governing Board at its meeting on: 3/9/2021
Date

A. Proposed Change in Compensation

Compensation	Cost Prior to Proposed Agreement (a) \$	Fiscal Impact of Proposed Agreement					
		Current Year 2020 - 2021		Year 2 2021 - 2022		Year 3 2022 - 2023	
		(b) \$	(c) %	(b) \$	(c) %	(b) \$	(c) %
1. Step & Column - Increase (Decrease) due to movement plus any changes due to settlement	\$1,339,248.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
2. Salary Schedule - Increase (Decrease)	\$1,339,248.00	\$36,000.00	2.69%	\$49,000.00	3.56%	\$49,000.00	3.44%
3. Other Compensation - Increase (Decrease) in Stipends, Bonuses, etc.	\$1,339,248.00	\$2,500.00	0.19%	\$2,500.00	0.19%	\$2,500.00	0.19%
4. Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$271,801.00	\$8,000.00	2.94%	\$10,000.00	3.57%	\$10,000.00	3.45%
5. Health/Welfare Benefits - Increase (Decrease)	\$219,000.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
6. Total Compensation - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	\$1,830,049.00	\$46,500.00	2.54%	\$61,500.00	3.28%	\$61,500.00	3.17%
7. Total Number of Represented Employees	17.00	17.00	\$17.00	17.00	\$17.00	17.00	\$17.00
8. Total Compensation Cost for Average Employee - Increase (Decrease)	\$107,649.94	\$2,735.29	2.54%	\$3,617.65	3.28%	\$3,617.65	3.17%

Impact on other Funds: None

- A. Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as necessary:**

2% On schedule raise for 2020-21 effective July 1, 2020

1% On schedule raise for 2021-22 effective July 1, 2021

District will increase coverage for BTSA costs from ½ to full expense

Adjustments to Stipend List and placement as outlined in attached Stipend List.

Offering Retirement Incentive, \$5000 for 3 years = \$15,000 (separate disclosure)

- B. Proposed Negotiated Changes in Non-Compensation Items** (class size adjustments, staff development days, teacher prep time, etc.)

Maintain 185 days, offer flexibility in PD options subject to management approval.

- C. What are the specific impacts on instructional/support programs to accommodate the settlement?** Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.

None

D. What contingency language is included in the proposed agreement?

Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.

Closed for 2021-2022, no reopening terms.

E. Source of Funding for Proposed Agreement

1. Current Year General Fund

2. Subsequent Year General Fund

2. How will the ongoing cost of the proposed agreement be funded in future years?

Certificated staffing levels will need to be addressed

in subsequent years to address low class sizes.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

General Fund.

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

Page 4 of 7

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$4,853,247
b. State Standard Minimum Reserve Percentage for this District	5.00%
c. Projected P-2 ADA	
d. State Standard Minimum Reserve Amount for this District (Line 1a times Line 1b, or \$50,000, whichever is greater, for a district with less than 1,001 ADA)	\$242,662.35

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	\$1,914,645.00
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$0.00
c. Special Reserve Fund 17-Budgeted Designated for Economic Uncertainties	\$160,000.00
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	\$0.00
e. Total District Budgeted Unrestricted Reserves	\$2,074,645.00

3. Do unrestricted reserves meet the state standard minimum reserve amount?

☒ Yes☐ No**G. Certification**

The information provided in this document summarized the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and Government Code § 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

 District Superintendent (Signature)	<u>2/18/21</u> Date
 Chief Business Official (Signature)	<u>2/18/21</u> Date
Contact Person: _____	Telephone No.: _____

H. Impact of Proposed Agreement on Current Year Operating Budget*

Date of governing board approval of budget revisions in Col. 2: March 9, 2021
in accordance with Education Code § 42142 and Government Code § 3547.5

Provide a copy of board-approved budget revisions and board minutes. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

If the board-approved revisions are different from the proposed budget adjustments in Col. 2, provide a revised report upon approval of the district governing board.

	(Col. 1) Latest Board- Approved Budget Before Settlement as of (insert date) First Interim	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
REVENUES:				
LCFF Sources (8010-8099)	2,697,660	0		2,697,660
Remaining Revenues (8100-8799)	1,737,225	0		1,737,225
TOTAL REVENUES	4,434,885	0	0	4,434,885
EXPENDITURES:				0
1000 Certificated Salaries	1,339,248	36,000		1,375,248
2000 Classified Salaries	863,509	0		863,509
3000 Employee Benefits	1,065,687	8,000		1,073,687
4000 Books and Supplies	437,752	0		437,752
5000 Services and Operating Expenses	1,034,752	2,500		1,037,252
6000 Capital Outlay	0	0		0
7000 Other	0	0		0
TOTAL EXPENDITURES	4,740,948	46,500	0	4,787,448
OPERATING SURPLUS (DEFICIT)	(306,063)	(46,500)	0	(352,563)
OTHER SOURCES AND TRANSFERS IN	0	0		0
OTHER USES AND TRANSFERS OUT	68,300	0		68,300
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(374,363)	(46,500)	0	(420,863)
BEGINNING BALANCE	2,426,020			2,426,020
CURRENT YEAR-ENDING BALANCE	2,051,657	(46,500)		2,005,157
COMPONENTS OF ENDING BALANCE:				
Nonspendable (9711-9719)				0
Restricted (9740)	90,511			90,511
Committed (9750/9760)				0
Assigned (9780)				0
Reserve Economic Uncertainties (9789)	1,961,145	(46,500)		1,914,645
Unassigned/Unappropriated (9790)				0

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown on page 1, please explain:

*This supplement is a composite recap of "all" the bargaining agreements shown on the preceding p Hi Heid

WARNER UNIFIED CERTIFICATED STIPEND LIST
2020-2021

Base Salary = 41931	Step	1	2	3	4	6	8	10
Position (highlighted if funded)								
ASB Advisor		5,241	5,451	5,870	6,290	6,499	6,709	6,919
Athletic Dir.		12.50%	13.00%	14.00%	15.00%	15.50%	16.00%	16.50%
Testing Cord.		2,726	2,935	3,145	3,354	3,564		
Head Coaches		6.50%	7.00%	7.50%	8.00%	8.50%		
FFA Advisor								
WASC								
Senior Advisor								
Team Leader								
Asst Football Coach		1,677						
BTSA		4.00%						
Yearbook Advisor								
Junior Advisor		839						
Sophomore Advisor		2.00%						
Freshman Advisor								
6th Grade Advisor								
8th Grade Advisor								
School Clubs								
<u>Additional Stipends</u>								
SPED Director		10,000						
Charter SPED Oversight		5,000						
High need Teacher (Math)		5,000						
MTSS Facilitator (EL and HS)		5,000						

**Agreement Between the
Warner Unified School District
and
The Association of Warner Educators
February 12, 2021**

Tentative Agreement

This is a package proposal intended to settle contract negotiations by and between the Warner Unified School District and the Association of Warner Educators for the 2020-2021 and 2021-2022 work years. Any prior AWE proposal not included herein should be deemed as rejected by the District.

The District and AWE agree that this satisfies negotiation obligation for the two work years ending June 30, 2022 with no contingency for re-opening.

A rejection of any part of this package proposal by AWE constitutes a rejection of the entire package proposal. In such case, the District will continue to negotiate in good faith in accordance with its obligations under the Educational Employment Relations Act.

Article IX Salaries

Parties agree to a 2% on schedule raise effective July 1, 2020. Additionally, parties agree to a 1% on schedule raise effective July 1, 2021. Any employee hired or released during the school year will receive a pro-rata share of the raise based on actual time worked.

Parties agree that the district will fund 100% of the cost for BTSA fees for new teachers starting in the 2020-2021 school year.

Parties discussed flexibilities to the 5 days of Professional Development. Teachers may attend training during breaks or during summer months in lieu of up to 3 PD days with prior approval of the Superintendent.

Stipend List will be amended as attached. Additionally, the District will present updated Job Descriptions for each stipend position prior to the application period for the 2021-2022 stipend list.

Parties agree that the District will offer a Retirement Incentive within the current year to be executed as described in the attached letter.


Superintendent Signature
Dr. David MacLeod


AWE President
Scott Loeffke

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

Page 4 of 7

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$4,853,247
b. State Standard Minimum Reserve Percentage for this District	5.00%
c. Projected P-2 ADA	
d. State Standard Minimum Reserve Amount for this District (Line 1a times Line 1b, or \$50,000, whichever is greater, for a district with less than 1,001 ADA)	\$242,662.35

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	\$1,914,645.00
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$0.00
c. Special Reserve Fund 17-Budgeted Designated for Economic Uncertainties	\$160,000.00
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	\$0.00
e. Total District Budgeted Unrestricted Reserves	\$2,074,645.00

3. Do unrestricted reserves meet the state standard minimum reserve amount?

☒ Yes

No

G. Certification

The information provided in this document summarized the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and Government Code § 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

District Superintendent
(Signature)

Date

Chief Business Official
(Signature)

Date

Contact Person: _____ Telephone No.: _____

- TOPIC:** Consider approval of the Early Retirement Incentive Information and Disclosure of Collective Bargaining Agreement.
- DESCRIPTION:** Disclosure of Collective Bargaining Agreement In Accordance with AB1200; AWE and CSEA. Language to clarify eligibility, participation requirements, incentive payments and contract administrator for the Early Retirement Incentive Plan.
- FISCAL IMPACT:** \$15,000.00 per qualified employee.
- RECOMMENDATION:** Recommend approval.

Disclosure of Collective Bargaining Agreement

Page 1 of 7

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213);
GC § 3547.5 (Statutes of 2004, Chapter 52)

Warner Unified School District

Name of Bargaining Unit: Association of Warner Educators and CSEA Certified: X Classified: X

The proposed agreement covers the period: Beginning: 7/1/2020 Ending: 6/30/2021

This agreement will be acted upon by the Governing Board at its meeting on: 3/9/2021
Date

A. Proposed Change in Compensation

Compensation	Cost Prior to Proposed Agreement (a) \$	Fiscal Impact of Proposed Agreement							
		Current Year 2020 - 2021		Year 2 2021 - 2022		Year 3 2022 - 2023		Year 4 2022 - 2023	
		(b) \$	(c) %	(b) \$	(c) %	(b) \$	(c) %	(b) \$	(c) %
1. Step & Column - Increase (Decrease) due to movement plus any changes due to settlement	\$3,312,000.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
2. Salary Schedule - Increase (Decrease)	\$3,312,000.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
3. Other Compensation - Retirement Incentive Payout	\$0.00	\$75,000.00	2.26%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
4. New Hire Salary and Fringe Savings in outyears	\$3,312,000.00	\$0.00	0.00%	-\$34,639.00	-1.05%	-\$30,000.00	-0.92%	-\$20,000.00	-0.62%
6. Total Compensation - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	\$3,312,000.00	\$75,000.00	2.26%	-\$34,639.00	-1.02%	-\$30,000.00	-0.89%	-\$20,000.00	-0.62%
7. Total Number Employees Accepting Incentive	38.00	5.00	\$5.00	5.00	\$5.00	5.00	\$5.00	5.00	\$5.00
8. Total Cost/Savings per district employee	\$87,157.89	\$15,000.00	17.21%	(\$6,927.80)	-6.78%	(\$6,000.00)	-6.30%	(\$4,000.00)	30.94%

Impact on other Funds: Impact on Fund 01 and Fund 13

- A. Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as necessary:**

Employees were offered an early retirement incentive for \$5000 per year for three years, totaling \$15,000. 5 employees accepted. The savings over three years exceeds the expense in the current year.

See Retirement Incentive Terms attached on addendum

- B. Proposed Negotiated Changes in Non-Compensation Items** (class size adjustments, staff development days, teacher prep time, etc.)

N/A

- C. What are the specific impacts on instructional/support programs to accommodate the settlement?** Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.

None

D. What contingency language is included in the proposed agreement?

Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.

n/a

E. Source of Funding for Proposed Agreement

1. Expense: Current Year General Fund

2. Savings applied to General Fund and Fund 13

2. How will the ongoing cost of the proposed agreement be funded in future years?

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

Page 4 of 7

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$4,853,247
b. State Standard Minimum Reserve Percentage for this District	5.00%
c. Projected P-2 ADA	
d. State Standard Minimum Reserve Amount for this District (Line 1a times Line 1b, or \$50,000, whichever is greater, for a district with less than 1,001 ADA)	\$242,662.35

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	\$1,914,645.00
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$0.00
c. Special Reserve Fund 17-Budgeted Designated for Economic Uncertainties	\$160,000.00
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	\$0.00
e. Total District Budgeted Unrestricted Reserves	\$2,074,645.00

3. Do unrestricted reserves meet the state standard minimum reserve amount?

☒ Yes☐ No**G. Certification**

The information provided in this document summarized the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and Government Code § 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

 District Superintendent (Signature)	<u>2/18/21</u> Date
 Chief Business Official (Signature)	<u>2/18/21</u> Date
Contact Person: _____	Telephone No.: _____

Supplement

H. Impact of Proposed Agreement on Current Year Operating Budget*

Date of governing board approval of budget revisions in Col. 2: March 9, 2021
in accordance with Education Code § 42142 and Government Code § 3547.5

Provide a copy of board-approved budget revisions and board minutes. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

If the board-approved revisions are different from the proposed budget adjustments in Col. 2, provide a revised report upon approval of the district governing board.

	(Col. 1) Latest Board- Approved Budget Before Settlement as of (insert date) First Interim	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
REVENUES:				
LCFF Sources (8010-8099)	2,697,660	0		2,697,660
Remaining Revenues (8100-8799)	1,737,225	0		1,737,225
TOTAL REVENUES	4,434,885	0	0	4,434,885
EXPENDITURES:				0
1000 Certificated Salaries	1,339,248	15,000		1,354,248
2000 Classified Salaries	863,509	60,000		923,509
3000 Employee Benefits	1,065,687	0		1,065,687
4000 Books and Supplies	437,752	0		437,752
5000 Services and Operating Expenses	1,034,752	0		1,034,752
6000 Capital Outlay	0	0		0
7000 Other	0	0		0
TOTAL EXPENDITURES	4,740,948	75,000	0	4,815,948
OPERATING SURPLUS (DEFICIT)	(306,063)	(75,000)	0	(381,063)
OTHER SOURCES AND TRANSFERS IN	0	0		0
OTHER USES AND TRANSFERS OUT	68,300	0		68,300
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(374,363)	(75,000)	0	(449,363)
BEGINNING BALANCE	2,426,020			2,426,020
CURRENT YEAR-ENDING BALANCE	2,051,657	(46,500)		2,005,157
COMPONENTS OF ENDING BALANCE:				
Nonspendable (9711-9719)				0
Restricted (9740)	90,511			90,511
Committed (9750/9760)				0
Assigned (9780)				0
Reserve Economic Uncertainties (9789)	1,961,145	(46,500)		1,914,645
Unassigned/Unappropriated (9790)				0

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown on page 1, please explain:

*This supplement is a composite recap of "all" the bargaining agreements shown on the preceding pages.

November 1, 2020

EARLY RETIREMENT INCENTIVE INFORMATION

Attention: Warner Unified School District Employees

The District is offering, to qualified certificated employees, and incentive plan for the 2019-20 school year. The window of opportunity to take advantage of this benefit is quickly approaching. Below are a few important points about the offering:

Eligibility:

- Certificated or Classified employees of the District who are eligible to retire under STRS or PERS, who are 55 years of age by June 30, 2020, and have at least 5 years of service with the District by June 30, 2020, shall be eligible for this Retirement Incentive Program.

Participation Requirements:

- In order for retirees to receive a one-time incentive, at least one (1) eligible employee must elect this option.
- \$15,000/ employee (3 years at \$5,000 per year)
- Participating employees shall submit to the District an **irrevocable** letter of resignation from the District on or before December 31, 2020.
- Participating employees shall resign from the District and actually retire from STRS/PERS no later than June 30, 2021.

Incentive Payments

- The Retirement Incentive Program will be paid in one payment.
- The District will pay incentive payment into the San Diego County Office of Education Fringe Benefit Consortium Deferred Compensation Program (403{b}), in accordance with the trust agreement between the parties for the exclusive use of each participant, on or before July 30, 2021. The participants may elect any permitted option available within the Deferred Compensation Program.
- The amount of the cash payment shall be fixed upon the close of the enrollment window and shall not be subject to increase thereafter.
- Distribution of monies contributed under this Retirement Incentive Program shall be governed by applicable Federal and State Law.

Contract Administrator:

- The Contract Administrator for the Retirement Incentive Program shall be San Diego County Office of Education, Fringe Benefit Consortium (FBC).

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

Page 4 of 7

1. State Reserve Standard

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b. State Standard Minimum Reserve Percentage for this District	5.00%
c. Projected P-2 ADA	
d. State Standard Minimum Reserve Amount for this District (Line 1a times Line 1b, or \$50,000, whichever is greater, for a district with less than 1,001 ADA)	\$242,662.35

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

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b. General Fund Budgeted Unrestricted Unappropriated Amount	\$0.00
c. Special Reserve Fund 17-Budgeted Designated for Economic Uncertainties	\$160,000.00
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	\$0.00
e. Total District Budgeted Unrestricted Reserves	\$2,074,645.00

3. Do unrestricted reserves meet the state standard minimum reserve amount?

☒ Yes

No

G. Certification

The information provided in this document summarized the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and Government Code § 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

District Superintendent
(Signature)

Date

Chief Business Official
(Signature)

Date

Contact Person: _____ Telephone No.: _____

- TOPIC:** Consider approval of the Service Agreement between Alma, an educational platform, and Warner Unified School District.
- DESCRIPTION:** Educational platform to manage WUSD's student information. It would replace our current student information system.
- FISCAL IMPACT:** One year investment: \$4,826.00
Contract Term Total: \$13,871.00
- RECOMMENDATION:** Recommend approval.



STATEMENT OF WORK

Congratulations! You're about to modernize your schools. On behalf of your administrators, teachers, students, and parents, THANK YOU. This is your Alma statement of work, which we use to summarize what services you'll receive at what price and for how long. It's quick and easy, just like the Alma platform.

Organization Name: Warner Unified School District **Effective Date:** 3/4/21

Address: 30951 HWY 79 WARNER SPRINGS, California 92086 United States

Alma Representative: Jillian Sciacca

Start of Term: July 1st, 2021 **End of Term:** June 30th, 2021

Non-renewal Notice Due by: April 15th, 2024 **Term Length:** 3 Years

PAYMENT SCHEDULE

School Year	Due Date	Amount*
21-22(One-Time Implementation and Training Fees)	Net 7 from signing	-1,505.00 (Waived)
21-22 (License Fees Down Payment & Integration)	Net 7 from signing	\$1000.00
21-22 (License Fees)	July 8, 2021	\$3,826.00
22-23 (License Fees)	July 8, 2022	\$4,455.78
23-24 (Licensing Fees)	July 8, 2023	\$4,589.45

*Reflects 3% annual increase.

ESTIMATED # OF STUDENTS ENROLLED (221 school year): 21-22

Annual Services	Specific Services	Negotiated Fee	Quantity	Total
SIS Subscription	District SIS Subscription	5000.00	1	\$5000.00
Add-Ons	Alma Start (Online Registration)	\$3.00	221	\$663.00
	Alerts and Messaging	\$3.00	221	\$663.00
	Bundle Discount	-\$2000.00	1	-\$2000.00
Total Annual Fees				\$4326.00
One-Time Services	Specific Services	Negotiated Fee	Quantity	Total
Implementation	Setup, Data Conversion, Migration	5.00	221	Waived
Professional Services	Project Management	N/A	1	N/A
	Integrations	\$500.00	1 Lunch Software	\$500.00
	Fee Processing Configuration	0.00	1	Waived
	Back-up and Disaster Recovery	Included	Included	Included
	Release Management, Staging, and Testing	Included	Included	Included
Support	Email, Phone, and In-App Support	Included	Included	Included
	Online Training Hours	100.00	4	Waived
	Onsite Training Days	N/A	N/A	N/A
	Additional On-Site Support Services	N/A	N/A	N/A
Total One-Time Fees				\$500.00

Have questions about anything you see here? Don't hesitate to contact us at 503-477-4936 or sales@getalma.com

Electronically sign this agreement or scan an executed copy via email to sales@getalma.com.

By signing this Agreement, you are agreeing to the Alma Terms of Use located at <http://www.getalma.com/terms.html>, which incorporates the Alma Privacy Policy at <http://www.getalma.com/privacy.html> (collectively, the "Terms"). Please be aware that while this Service Agreement summarizes a few provisions of the Terms, you must read the Terms in their entirety. You acknowledge and agree that by signing below, you have read, understand, and agree to the Terms.

Alma Signature: David MacLeod

Year One Investment: \$4826.00

Customer Signature: David MacLeod

Contract Term Total: \$13,871.00

Billing Name: David MacLeod

Billing Phone: 760-782-3517

Billing Email: david.macleod@warnerusd.net

TOPIC: Consider approval of the 2nd Interim Report.

DESCRIPTION: Budget Report - Handout

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval.

TOPIC: Discussion Item: San Diego County's Socially Equitable Cannabis Program.

DESCRIPTION: Discussion item to address the San Diego County Board of Supervisors decision to direct County staff to develop Cannabis and Social Equity programs for implementation in the County's unincorporated areas.

FISCAL IMPACT: N/A

RECOMMENDATION: N/A

COVID-19 Information



Planning & Development Services

Socially Equitable Cannabis Program

Project Contact: Don Chase | PDS.AdvancePlanning@sdcounty.ca.gov | Phone (858) 505-6677

To sign up for projects updates, [Please Click Here.](#)



Public Meetings

On Wednesday March 3, 2021, the Board of Supervisors (Board) will receive an update from staff on the Board direction provided on January 27, 2021. The update includes staff research, analysis of other jurisdictions' program development, and stakeholder input to date, and for the Board to provide direction on how the Program is built.

Item #11

Board Letter

For public participation regarding this item, please see the **Clerk of the Board Website** for instructions.

Project Overview

On **January 27, 2021 (Item #4)**, the Board of Supervisors directed County staff to develop Cannabis and Social Equity programs for implementation in the County's unincorporated areas. Over the coming months, County staff will be drafting new ordinances and regulations for the Planning Commission's and Board of Supervisors' considerations later this year. If adopted, these ordinances will create a permitting system to allow cannabis retail, cultivation, manufacturing, distribution, and testing in certain zones in the unincorporated area. Additionally, if adopted, the Social Equity Program will provide people that have past cannabis arrests or that live in areas disproportionately impacted by the War on Drugs with greater opportunities to secure a County operating permit.

To help guide our effort, County staff will be reaching out to Community Planning Groups, Community Sponsor Groups, social and racial justice advocates, industry members, farmers, potential cannabis permit holders, and others. We hope to hear your thoughts about the new programs and answer any questions you may have.

For additional details and program specifics, please refer to the **Board Letter** submitted by the Supervisors of Districts One and Four. The Board's Minute Order, which expresses the Board's direction provided during the January 27 hearing, is also accessible **at this link**.

Stakeholder Engagement

Overview Presentation Slides

Group Meetings:

February 11th, 2021: Community Planning and Sponsor Group Chair Meeting
February 11th, 2021: Cannabis Industry Professionals
February 12th, 2021: Farm Bureau - Cannabis Sub Committee Meeting
February 22nd, 2021: Campo Lake Morena Community Planning Group
February 24th, 2021: Regional Cannabis Legal Community
February 24th, 2021: Rainbow Community Planning Group
February 25th, 2021: Fallbrook Community Planning Group Cannabis Ad Hoc Subcommittee
February 26th, 2021: American Cancer Society & American Heart Association

Individual Meetings:

February 12th, 2021: Dallin Young – Blue Water Government Affairs
February 12th, 2021: Richard Westfall – Retired Planner
February 23rd, 2021: Rudy Reyes – Medical Cannabis Advocate
March 2nd, 2021: Phil Rath – United Medical Marijuana Coalition
March 2nd, 2021: Shryne Group

Additional State Resources

In addition to the County's future operating permits that are under development, a state license is also required to engage in commercial cannabis activity. For more information on state licensing programs, please visit the following links.

State of California Cannabis Portal
Bureau of Cannabis Control

TOPIC: Discussion Item: Review Policy on Developer's Fees and discuss a recent request from a Community member to have them waived.

DESCRIPTION: Discussion Item.

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval.

Consent Agenda

- 1. Commercial Warrants**
- 2. Purchase Orders**
- 3. Arley Melendez as a classified substitute, pending pre-employment screening.**
- 4. Interdistrict Transfer Agreement between Warner USD and Cajon Valley Union School District.**
- 5. Interdistrict Transfer Agreement between Warner USD and Mountain Empire Unified School District.**
- 6. Digital Divide Grant Funds Memorandum of Understanding By and between San Diego County Superintendent of Schools and Warner Unified School District.**
- 7. Services agreement between Warner USD and Leader Services To provide Medi-Cal LEA Billing Option Claiming Services.**
- 8. Medi-Cal Administrative Claiming Agreement between Warner USD and Leader Services to provide Medi-Cal Administrative Activities (MAA) claim services.**
- 9. Patrick Engineering and surveying performed septic layouts Leading to a possible new well location for Warner Unified School District. Ratification of work WUSD had to have done.**

Commercial Warrants
February 2021

Commercial Warrant Detail - February 2021

Date	Reference	Name 1	Fund	Inv Amount
2/1/2021	14747645	ARNTZ DISTRIBUTING COMPANY	1300	605.56
2/4/2021	14749009	SHANNON STEIN	0100	33.60
2/4/2021	14749010	ALL STATE PROPANE	0100	417.75
2/4/2021	14749011	SOUTHERN COUNTIES LUBRICANTS LLC	0100	1555.36
2/4/2021	14749012	INFINITY COMMUNICATIONS AND CONSULTING	0100	850.00
2/4/2021	14749013	SCHOOL OUTFITTERS LLC	1200	601.84
2/4/2021	14749014	KELCY SUTTON	0100	298.61
2/4/2021	14749015	T-MOBILE	0100	20.00
2/4/2021	14749016	JULIE OSUNA	0100	68.32
2/4/2021	14749016	JULIE OSUNA	0100	138.32
2/4/2021	14749016	JULIE OSUNA	0100	161.19
2/4/2021	14749017	GOLD STAR FOODS,INC	1300	544.63
2/4/2021	14749018	CAL PACIFIC TRUCK CENTER,LLC	0100	2483.80
2/4/2021	14749019	COAST SEWING & VACCUM CENTER	0100	211.89
2/4/2021	14749020	WATER SYSTEM MANAGEMENT	0100	608.75
2/4/2021	14749021	VERIZON WIRELESS	0100	256.36
2/4/2021	14749021	VERIZON WIRELESS	0100	1177.46
2/4/2021	14749021	VERIZON WIRELESS	0100	302.25
2/4/2021	14749022	RAMONA DISPOSAL	0100	372.56
2/4/2021	14749023	SAN DIEGO GAS & ELECTRIC	0100	625.89
2/4/2021	14749024	ARNTZ DISTRIBUTING COMPANY	1300	262.54
2/4/2021	14749025	RAMONA UNIFIED SCHOOL DISTRICT	0100	13980.29
2/4/2021	14749026	WARNER UNIFIED SCHOOL DISTRICT	0100	134.52
2/4/2021	14749026	WARNER UNIFIED SCHOOL DISTRICT	0100	1100.00
2/4/2021	14749026	WARNER UNIFIED SCHOOL DISTRICT	0100	200.00
2/4/2021	14749026	WARNER UNIFIED SCHOOL DISTRICT	0100	99.00
2/8/2021	14749951	JASMINE PAYNE	0100	1330.78
2/8/2021	14749952	KELCY SUTTON	0100	129.00
2/11/2021	14751206	ALL STATE PROPANE	0100	1442.81
2/11/2021	14751207	PATRICK C. HUMPHREY	0100	76.27
2/11/2021	14751208	PIVA EQUIPMENT SERVICES INC	0100	549.45
2/11/2021	14751209	KELCY SUTTON	0100	27.70
2/11/2021	14751210	MELISSA RIZZO	0100	201.78
2/11/2021	14751211	VERBAL BEHAVIOR ASSOCIATES,INC	0100	3956.00
2/11/2021	14751212	LLOYD PEST CONTROL	0100	85.00
2/11/2021	14751213	GOLD STAR FOODS,INC	1300	288.66
2/11/2021	14751214	BUSY BEE LOCKS & KEYS, INC	0100	570.51
2/11/2021	14751215	R3 BUSINESS SOLUTIONS	0100	213.14
2/11/2021	14751216	NINYO & MOORE	0100	2833.50
2/11/2021	14751217	PADRE JANITORIAL SUPPLIES	0100	1043.36
2/11/2021	14751218	CLINICAL LABORATORY	0100	510.00
2/11/2021	14751219	STAPLES CREDIT PLAN	0100	1191.72
2/11/2021	14751220	RAMONA DISPOSAL	0100	752.00
2/11/2021	14751221	ARNTZ DISTRIBUTING COMPANY	1300	254.93
2/11/2021	14751222	US FOODSERVICE	1300	4536.94

Purchase Orders
February 2021

WUSD PO LIST PERIOD COVERED 2/1/2021 - 2/28/2021

DATE	VENDOR NAME	PO#	AMOUNT
2/1/2021	RIVERSIDE INSIGHTS	19-66198	538.6
2/3/2021	SDCOE	19-66199	90
2/4/2021	PADRE	19-66200	3,671.58
2/9/2021	CURRICULUM ASSOCIATES	19-66201	7,156.00
2/10/2021	PIVA	19-66202	549.45
2/25/2021	TPT	19-66203	561.39
2/25/2021	CDW GOVERNMENT	19-66204	12,317.59

Arley Melendez as a classified substitute, pending pre-employment screening.

Interdistrict Transfer Agreement between Warner USD and Cajon Valley Union School District.

Scott A. Buxbaum

Assistant Superintendent,
Business Services

Phone: (619) 588-3060

Fax: (619) 401-5954

E-mail: buxbaums@cajonvalley.net



Office Address:
710 E. Main Street, El Cajon, CA 92020
Mailing Address:
PO Box 1007, El Cajon, CA 92022-1007
www.cajonvalley.net

January 14, 2021

To:

Coronado Unified School District
Del Mar Union School District
Julian Union School District
La Mesa - Spring Valley School District
Mountain Empire Unified School District
Ramona Unified School District

San Dieguito Union High School District
San Ysidro School District
Santee School District
South Bay Union School District
Vista Unified School District
Warner Unified School District

Re: Interdistrict Attendance Agreement for 2021 – 2026

Enclosed are two copies of the Interdistrict Attendance Agreement that have been prepared and signed by the Cajon Valley Union School District. Please sign both copies, retain a copy for your records, and return the second copy to:

Cajon Valley Union School District
Attn: Business Services
PO Box 1007
El Cajon, CA 92022

If you have any questions, please contact Jessica Oxford at (619) 588-3061 or oxfordj@cajonvalley.net.

Sincerely,

A handwritten signature in blue ink that reads 'Scott A. Buxbaum'.

Scott A. Buxbaum
Assistant Superintendent, Business Services
Cajon Valley Union School District

SAB:jo

**School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT**

This agreement made and entered into this 1 of July, 2021, by and between the Cajon Valley Union School District of San Diego County and the Warner Unified School District of San Diego County, is effective only for the school year(s) 2021 - 2026 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
 - ☒ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
 - ☐ For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
 - ☐ Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

TERMS & CONDITIONS

1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
 - ☒ Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
 - ☒ A district of attendance may require reapplication for admission an annual basis.
 - ☒ Other, specify: when matriculating from Elementary to Middle School

DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

District: <u>Cajon Valley Union School District</u>	District: _____
Initial Approval / Denial: <u>Director of Long Range Planning</u>	Initial Approval / Denial: _____
Appeal: <u>Director of Long Range Planning</u>	Appeal: _____
Personal Conference: _____	Personal Conference: _____

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature: <u>[Signature]</u>	Signature: _____
Title: <u>Assistant Superintendent of Business Services</u>	Title: _____
District: <u>Cajon Valley Union School District</u>	District: _____
Date Approved by Governing Board: _____	Date Approved by Governing Board: _____

**School Districts of San Diego County
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District: <u>Cajon Valley Union School District</u>	District: _____
Initial Approval / Denial: <u>Director of Long Range Planning</u>	Initial Approval / Denial: _____
Appeal: <u>Director of Long Range Planning</u>	Appeal: _____
Personal Conference: _____	Personal Conference: _____

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature: <u>[Signature]</u>	Signature: _____
Title: <u>Assistant Superintendent of Business Services</u>	Title: _____
District: <u>Cajon Valley Union School District</u>	District: _____
Date Approved by Governing Board: _____	Date Approved by Governing Board: _____

Interdistrict Transfer Agreement between Warner USD and Mountain Empire Unified School District.

Mountain Empire Unified School District

3291 Buckman Springs Road • Pine Valley • Ca • 91962

Phone (619) 473-9022 • Fax (619) 473-9728

February 9, 2021

TO THE FOLLOWING DISTRICTS:

Alpine Union School District
Borrego Springs Unified School District
Cajon Valley Union School District
Chula Vista Elementary School District
Coronado Unified School District
Dehesa School District
Encinitas Union School District
Escondido Union School District
Escondido Union High School District
Grossmont Union High School District
Imperial Unified School District
Jamul-Dulzura Union School District
Julian Union School District
Julian Union High School District
Lakeside Union School District

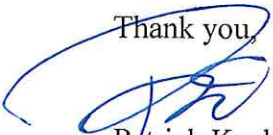
La Mesa-Spring Valley School District
Lemon Grove School District
National School District
Oceanside Unified School District
Poway Unified School District
Ramona Unified School District
San Diego Unified School District
San Dieguito Union High School District
Santee School District
San Ysidro School District
South Bay Union School District
Spencer Valley School District
Sweetwater Union High School District
Warner Union School District

From: Lisa Stoffel, Administrative Assistant to the Superintendent

RE: INTERDISTRICT ATTENDANCE AGREEMENTS

A prepared and signed Interdistrict Attendance Agreement for the school years 2021-2026 between Mountain Empire Unified School District and your district is enclosed. After your Governing Board has approved this mutual agreement, please return it to our office. We will process requests with those districts with which we have a signed agreement. **All other requests will be held until such time the signed Interdistrict Attendance Agreement is received by this office.**

Thank you,



Patrick Keeley
Superintendent

**School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT**

This agreement made and entered into this 18 of 02, 2021, by and between the Mountain Empire Unified School District of San Diego County and the Warner Union School District of San Diego County, is effective only for the school year(s) 20 21 - 20 26 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
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 - ☒ Other, specify: Conditions set forth in BP and/or AR / locations of the school site, once admitted is at the discretion of the receiving district.

DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

District: Mountain Empire Unified School District	District:
Initial Approval / Denial: Director of Pupil Services	Initial Approval / Denial:
Appeal: Superintendent	Appeal:
Personal Conference:	Personal Conference:

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature: 	Signature:
Title: Superintendent	Title:
District: Mountain Empire Unified School District	District:
Date Approved by Governing Board: February 9, 2021	Date Approved by Governing Board:

**School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT**

This agreement made and entered into this 18 of 02, 2021, by and between the Mountain Empire Unified School District of San Diego County and the Warner Union School District of San Diego County, is effective only for the school year(s) 2021 - 2026 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

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DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

District: Mountain Empire Unified School District	District:
Initial Approval / Denial: Director of Pupil Services	Initial Approval / Denial:
Appeal: Superintendent	Appeal:
Personal Conference:	Personal Conference:

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature: 	Signature:
Title: Superintendent	Title:
District: Mountain Empire Unified School District	District:
Date Approved by Governing Board: February 9, 2021	Date Approved by Governing Board:

**Digital Divide Grant Funds Memorandum of Understanding
By and between San Diego County Superintendent of Schools
and Warner Unified School District.**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter, "MOU" or "Agreement") is entered into this 1st day of **November 2020** through the 30th day of **June 2021** by and between the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** (hereinafter, "SDCOE") and **WARNER UNIFIED SCHOOL DISTRICT** (hereinafter, "Local Education Agency" or "LEA")

WHEREAS, SDCOE and LEA enter into this MOU to define the roles and expectations between the parties; and

WHEREAS, health, education, and governmental authorities around the globe are responding to a large-scale pandemic due to the outbreak of a respiratory disease caused by a novel coronavirus named "SARS-CoV-2," and the disease it causes has been named "coronavirus disease 2019," abbreviated COVID-19; and

WHEREAS, states and local governments across the United States, including the State of California, have issued stay-at-home orders to prevent the spread of the highly contagious and deadly COVID-19, resulting in massive and largely unprecedented disruptions in the economy, including record levels of unemployment, and sharply limiting the ability of businesses to provide, and customers to purchase, goods and services; and

WHEREAS, COVID-19 has required school districts and schools to modify operations and transition from an in-person onsite learning environment to online distance learning to comply with State and County Public Health Orders, resulting in significant hardship for educators, children, and families; and

WHEREAS, children without access to the internet are unable to participate in distance learning activities and lose opportunities to engage with their teachers and educational supports, and peers, resulting in gaps and deficiencies in their education and in those children falling further behind those with adequate resources; and

WHEREAS, a recent needs assessment conducted by the Classroom of the Future Foundation (CFF) in response to the COVID-19 crisis identified digital equity as a top issue facing families with K-12 students and estimated that approximately 100,000 students in San Diego County lack access to the internet at home or are under-connected; and

WHEREAS, SDCOE has negotiated discounted internet and wireless hotspot agreements with local internet service providers for families that will be engaging in distance learning; and

WHEREAS, on August 25, 2020, the San Diego County Board of Supervisors (County) allocated funding to provide support for San Diego County school districts and charter schools and ensure the internet needs of families identified by SDCOE and school districts or charter schools within San Diego County are met for the entire school year; and

WHEREAS, on September 11, 2020, the San Diego County Board of Supervisors (County) transferred such funding to SDCOE; and

WHEREAS, the County desires the SDCOE to use all allocated funds transferred to SDCOE for those families in need of internet access, based on the highest need; and

WHEREAS, LEA submitted an application with SDCOE to receive a portion of the allocated grant funds for their families in need of internet access, based on the highest need; and

WHEREAS, for all San Diego County school districts or charters who applied, SDCOE determined and appropriately ranked each applicant's needs based on each applicant's number of students with disabilities, in foster care, experiencing homelessness, living in rural areas, and who qualify for free or reduced-price meals; and

WHEREAS, LEA was selected to receive a portion of the allocated grant funds, based on meeting the aforementioned highest needs criteria and ranking at or near the top of all applicants, for the purposes of providing internet access to families with the highest needs; and

WHEREAS, SDCOE desires to provide the LEA with the LEA's allotted percentage of grant funds based upon where the LEA ranked in highest needs; and

WHEREAS, LEA understands and agrees that any funds received from SDCOE pursuant to this MOU shall solely be used for the purposes outlined herein.

NOW THEREFORE, in consideration of the terms and conditions hereof, including the recitals, the Parties agree as follows:

TERMS AND CONDITIONS

1. Amount of Funds. SDCOE shall make best efforts to distribute/credit \$52,792.00 to the LEA within ten (10) business days after the execution of this Agreement by all Parties. Such amount shall be deposited/credited in an account to be designated in writing by the LEA or credited against outstanding invoices to SDCOE for internet access/services as designated in writing by the LEA.
2. Distribution and Purpose of Funds.
 - (a) SDCOE shall distribute/credit the amount awarded to the LEA, as outlined in Section 1, for the purpose of providing internet access/service and required access devices to LEA families in need of internet access, based on LEA students with the highest need.
 - (b) The LEA shall use the funds disbursed under this Agreement solely for the purposes set forth herein and shall provide internet access/service and required access devices for those families who applied, based on the highest need and subject to availability of funding.
 - (c) LEA will solicit applications from all LEA students and families in need of internet access and the type of access needed, such as cable, cellular, or satellite.
 - (d) LEA will assess applications and determine how many families can be served in their LEA based on highest need.
 - (e) LEA will use the grant funds received by SDCOE solely to provide one year of internet access/service and required access device to eligible families through contracted local service providers.
 - (f) LEA will use the grant funds received by SDCOE solely to offer internet access/service options as follows:
 - i. Cable: Best for families and students who are in the services areas for COX or Spectrum and who are not planning to move residences in the next 12 months.
 - ii. Cellular: Best for families and students who are without cable service, in areas with strong cellular service, or who may be planning to move residences in the next 12 months.

- iii. Satellite: Best for families and students who live in rural areas of San Diego County without reliable cable, fiber, or cellular service and who are not planning to move residences in the next 12 months.
 - (g) LEA shall maintain payment information and records for funds used to provide internet access/service and required access devices for each family and shall, upon request, provide SDCOE with such information.
 - (h) LEA shall maintain records consisting of submitted applications and related documentation attached thereto, for each applicant, and any other documentation or materials determined by LEA or SDCOE, and such records shall be available to SDCOE upon request. In addition, LEA shall submit to SDCOE a final program report and/or interim reports including:
 - o Number of families in need of internet access
 - o Number of families that applied
 - o Number of families served
 - o Number of families served by type of internet service
- SDCOE and LEA shall ensure that records of all funding, disbursement, applications, activities, and other pertinent information are retained on file for a five (5) -year period from the date funding is disbursed.
3. Deadline for Use of Funds. Funds may only be expended until June 30, 2021. Any amount not distributed by LEA in accordance with this Agreement shall be returned to SDCOE on or before June 30, 2021.
 4. Documentation of Expenditures; Disallowance. LEA shall maintain all documentation and timely prepare and deliver reports to SDCOE in accordance with Section 2, Distribution and Purpose of Funds. If SDCOE determines that any amount of expenditures under this Agreement lacks the required documentation in any material respect within three (3) business days of making a request for such required documentation, SDCOE shall provide notice of such determination to LEA. LEA shall have three (3) business days from the date of such notice to appeal the determination to SDCOE, whose decision on the appeal shall be final. LEA shall refund such amount to SDCOE within fifteen (15) days of the initial notice if no appeal is filed, or, if an appeal is filed, within fifteen (15) days of a final determination by SDCOE on appeal that such expenditures lack the required documentation in any material respect.
 5. Notices. The individuals listed below are authorized contact persons with respect to the specified matters on behalf of SDCOE and LEA, respectively. All notices and other communications between SDCOE and LEA hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, by email, or by registered or certified mail to the respective parties as follows:

SDCOE: Michael Simonson, Deputy Superintendent, Chief Business Officer
Attn: Contracts Office
6401 Linda Vista Road
San Diego, CA 92111
Email to: contracts@sdcoc.net

With copy to: Terry Loftus, Asst. Superintendent & Chief Technology Officer
6401 Linda Vista Road
San Diego, CA 92111
858- 290-5645
terry.loftus@sdcoe.net

LEA: David MacLeod, Superintendent
30951 Highway 79
Warner Springs, CA 92086
760-782-3517 Ext 217
david.macleod@warnerusd.net

6. Audit and Inspection of Records. At any time during normal business hours and upon reasonable notice, LEA shall make available to SDCOE for examination all of their respective records with respect to all matters covered by this Agreement and will permit SDCOE to audit, examine and make or receive copies of such records, and make or receive copies of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this Agreement. Unless otherwise specified by SDCOE, said records shall be made available for examination within San Diego County. LEA shall maintain such records in an accessible location and condition for a period of not less than four years from the termination date of this Agreement. The State of California, the County, and any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon SDCOE by this Agreement.

7. Termination of Agreement. This Agreement may be terminated with or without cause by SDCOE. Termination without cause shall be effective only upon 10-day written notice to the LEA.

This Agreement may also be terminated by the LEA for cause in the event of a material breach of this Agreement, misrepresentation by either party in connection with the formation of this Agreement, or the failure to provide benefit to the LEA in accordance with this Agreement. Termination for cause shall be put into effect by delivery of written notice of termination to SDCOE, and shall be effective upon delivery of said notice. Prior to SDCOE terminating this agreement for cause, the LEA may be allowed to cure the breach, if possible. Upon correction, SDCOE may in its sole discretion rescind the notice of termination. The decision by the SDCOE shall not be subject to appeal and any right to appeal whether administrative, in law, or equity is expressly waived.

8. Independent Contractor. Parties understand that each of the parties and its employees, agents, officers, and associates are an independent contractor and not an employee, agent, officer, or associate of the other party.
9. Indemnity. Each Party shall indemnify, defend and hold harmless the other Party and its Affiliates, and their respective directors, officers, employees and agents (each, an "Indemnified Party"), from and against all losses, liabilities, damages, settlements, claims, actions, suits, penalties, fines, costs or expenses (including reasonable attorneys' fees, experts' fees and other costs of investigation or defense at any stage of the proceedings) to the extent relating to a Third Party claim, action or demand (any of the foregoing, a "Loss") arising out of or resulting from actions arising from this Agreement. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the LEA or its agents under workers' compensation acts, disability benefits acts, or other employee benefits.
10. Governing Law; Venue. This Agreement shall be construed and interpreted according to the laws of the State of California, without regard to conflict of law principles. The venue for any suit concerning this Agreement, the interpretation of application of any of its terms and condition, or any related disputes shall be in the County of San Diego, State of California.

11. Compliance with Laws. SDCOE and the LEA shall both be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination.
12. Assignment. Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein. Any assignment or subcontracting in violation of this provision shall be void.
13. Amendments. No oral or other agreements or understandings shall be effective to modify or alter the written terms of the agreement. This Agreement may be amended or modified only by a written instrument signed by SDCOE and by a duly authorized representative of the LEA unless otherwise provided in this agreement.
14. Entire Agreement. This MOU represents the entire agreement and understandings of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements.
15. Waiver. The failure of one party to enforce any term, covenant or condition of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce this, or any other term, covenant, or condition of this Agreement. No waiver shall be deemed effective unless the waiver is expressly stated in writing and signed by the party waiving the right or benefit.
16. Survival. Unless otherwise specified herein, all terms and conditions of this Agreement shall survive the expiration of this Agreement.
17. Severability. If any terms or provisions of this MOU or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this MOU, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this MOU shall be valid and enforced to the maximum extent permitted by law.
18. Remedies. The rights and remedies in this Agreement are unless otherwise indicated, in addition to, and not a limitation on, all other rights and remedies available at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy unless expressly waived herein.
19. Recognition. If LEA chooses to publicize the arrangements reflected in this Agreement, it will collaborate with SDCOE's Communications Department prior to publishing to coordinate and complement communications efforts, when appropriate.
20. Counterparts. This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.
21. Final Approval. This Agreement is of no force or effect until approved by signature of the San Diego County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.
22. Authority to Execute. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

By (Authorized Signature)

Michael Simonson
Name (Type or Print)

Deputy Superintendent, Chief Business Officer
Title

Date



By (Authorized Signature)

David MacLeod
Name (Type or Print)

Superintendent
Title

2/3/21
Date

Services agreement between Warner USD and Leader Services To provide Medi-Cal LEA Billing Option Claiming Services.

SERVICES AGREEMENT

This Agreement made and entered this Feb 25, 2021 between Warner Unified School District (hereinafter referred to as the "**CLIENT**") having an address at 30951 Highway 79, Warner Springs, CA 92086-0008 and LDP, Inc. d/b/a Leader Services (hereinafter referred to as "**LEADER**") having an office at 75 Kiwanis Blvd., West Hazleton, Pennsylvania 18202.

The parties hereto agree that **LEADER** will provide Medi-Cal LEA Billing Option Claiming Services to **CLIENT**. If **CLIENT** enters into subcontract agreements with other organizations for the purpose of incorporating their claiming with that of **CLIENT**, all terms and conditions of this Agreement will be binding for **CLIENT** and **CLIENT** will hold **LEADER** harmless from claims by its subcontracting organizations. **CLIENT** will inform **LEADER** within fourteen (14) days after **CLIENT** has entered into or terminated a contract with another organization.

1. COMMENCEMENT, DURATION AND TERMINATION OF SERVICES

This Agreement will be effective for twelve (12) consecutive months commencing on July 1, 2020 and ending June 30, 2021 for preparing claims for **CLIENT**. Claims will be submitted on a weekly basis.

This Agreement will automatically renew for additional periods of twelve (12) months up to a maximum of five (5) years as authorized by Education Code Section 17596 unless one party has provided written notice of cancellation to the other party not less than thirty (30) days prior to the renewal date.

2. FEE SCHEDULE

- 10.0% for first \$500,000 in annual LBO revenue
- 9.5% for second \$500,000 in annual LBO revenue
- 9.0% for everything above \$1,000,000 in annual LBO revenue

LEADER's fee will not exceed 10% of Medi-Cal reimbursement. This fee is all-inclusive and includes assisting and preparing the CRCS report. Billing fee schedule is enclosed at the end of this agreement.

LEADER shall invoice **CLIENT** each month that Medi-Cal payments are received by **CLIENT**. **LEADER** shall provide a report indicating which claims were submitted and processed for payment to **CLIENT** and the corresponding service fee charged by **LEADER**.

3. OWNERSHIP OF PROGRAMS AND CONFIDENTIALITY OF REPORTS

All computer hardware, operating system software, application software, programs, documentation, specifications, tapes, instruction manuals and similar material utilized and/or developed by **LEADER** in connection with its systems and all patents, trade secrets, copyrights, trademarks, and other intellectual property rights are, as between **LEADER** and **CLIENT**, the sole and exclusive property of **LEADER**.

CLIENT agrees to make no unauthorized use of these materials and systems and to preserve these materials and maintain the confidentiality of any and all of these materials in its possession.

4. **CONFIDENTIALITY OF DATA**

The parties agree that, because of the sensitive nature of data and in view of the proprietary nature of business information, it is essential that all information, data and materials, whether transmitted in hard copy or in electronic media form, be maintained in each party's confidence. Each party agrees for itself, its employees, agents and independent contractors, that all information and/or data and/or materials received from the other party will be held in confidence and each party agrees not to reproduce, disclose, or relinquish any data, information or materials to any party other than an authorized representative of the other party.

The parties agree that, because of the unique nature of the data and/or information and/or materials to be transmitted that money damages for breach of the foregoing provision will be wholly inadequate to fully compensate the aggrieved party and therefore the aggrieved party will be entitled to full temporary and/or permanent injunctive relief against any breach or threat of breach of the foregoing provisions.

LEADER, as both a Covered Entity and Business Associate of **CLIENT**, agrees to adhere to all HIPAA and FERPA requirements related to the electronic transmission of data, privacy and security.

5. **INPUT DATA**

Accurate, complete, and correct data necessary for **LEADER** to perform its services hereunder will be the sole responsibility of **CLIENT**. **LEADER** will not be responsible for any delays or failure to prepare a claim because of incomplete, inaccurate, or incorrect data provided by **CLIENT**.

LEADER will be responsible for the input of all information given to **LEADER** by **CLIENT** in a reasonably accurate, complete and correct form provided same is provided to **LEADER** by **CLIENT**. Any errors, mistakes or liability in connection with the failure of **LEADER** to input such data, provided such data has been accurately, completely and correctly transmitted to **LEADER**, will be the sole responsibility of **LEADER** and will be corrected by **LEADER**.

6. **LIMITATION OF LIABILITY ARISING FROM DEFAULT IN SERVICES**

LEADER will not be liable or deemed to be in default for any delays or failure in performance or non-performance or interruption of service under this Agreement resulting from any cause beyond the reasonable control of **LEADER**. **LEADER's** liability, under this Agreement, is limited to the amount paid by client for the services under this Agreement. **LEADER** will not be liable for any indirect, consequential, or incidental damages arising out of this Agreement.

7. **OPERATING PROCEDURES**

LEADER will be responsible for the processing of all those claims for services rendered by **CLIENT** and its employees, which have been turned over to **LEADER** for processing.

LEADER agrees to:

Provide training, continuing education, and forms required by **CLIENT** staff for the preparation of data required for the submission of the claims to Medi-Cal.

Provide a web application for the entry of billing service transactions by **CLIENT** staff (STaR).

Maintain knowledge of current billing procedures, rules, and laws for California's Medi-Cal LEA Billing Option claiming program. Maintain knowledge of the Centers of Medicare and Medicaid

Services (CMS), formerly HCFA, guidelines as they pertain to the provision of services under this Agreement.

Establish and maintain procedures for the timely preparation of claims to Medi-Cal. This includes setting time schedules that must be adhered to by **CLIENT's** staff.

Provide monthly management reports to **CLIENT** as support for the claims submitted to Medi-Cal. Prepare and submit weekly claims to Medi-Cal for payment.

Assign an account manager to provide technical assistance to **CLIENT** with gathering and maintaining data required for claiming. The account manager will provide all program support to **CLIENT** and will direct other **LEADER** resources to **CLIENT** as required. The account manager will coordinate all training and on-site support activities for **CLIENT**.

Assist and prepare the Cost and Reimbursement Comparison Schedule (CRCS) report at no charge while a current client.

CLIENT agrees to:

Provide **LEADER**, on a timely basis, all forms and documentation in a manner prescribed by **LEADER** and as required for the successful preparation and submission of claims.

Arrange for **CLIENT** staff to attend mandatory training sessions related to forms completion. Oversee the completion of forms by staff.

Provide a contact person who will serve as coordinator for all **CLIENT** activities. This person will work directly with **LEADER's** account manager.

Notify **LEADER** of any errors and/or omissions in information sent to **LEADER** so that **LEADER** may process a claim adjustment for submission to Medi-Cal.

8. GENERAL

- a) **ENTIRE AGREEMENT** - This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.
- b) **SUCCESSORS** - This Agreement will be binding upon and inure to the benefit of the successors, assigns and legal representatives of the respective parties hereto. Each party agrees that there are no third party beneficiaries to this Agreement. Neither party may assign this Agreement in whole or in part, without the prior written consent of the non-assigning party except in connection with the sale of all or substantially all of its assets or outstanding capital stock.
- c) **ATTORNEYS** - In the event that either **LEADER** or **CLIENT** commences a legal proceeding, each party will pay their own attorney's fees.
- d) **SEVERABILITY** - In the event that any term or provision of this Agreement is held to be illegal, invalid or unenforceable under the laws, regulations or ordinances of any federal, state or local government, such term or provision will be deemed severed from this Agreement and the remaining terms and provisions will remain unaffected thereby.
- e) **NOTICES** - Any notice sent pursuant to this Agreement will be sent by certified mail to the parties at their respective addresses.

- f) **STATE LAW** - This Agreement will be governed by and construed in accordance with the laws of California.
- g) **SURVIVAL OF NON-DISCLOSURE OBLIGATION** - The obligation of non-disclosure and confidentiality recited in this Agreement will survive the termination of this Agreement and will be in full force and effect notwithstanding such expiration or termination.
- h) **ANTI-FRAUD AND ABUSE** - Notwithstanding anything to the contrary herein this Agreement will be subject to all applicable federal, state and local laws, regulations and directives concerning the Medicare/Medicaid and other medical reimbursement fraud and abuse limitations. To the extent anything contained herein purportedly or actually violates or is challenged as violating any of the above laws, statutes, regulations or interpretations, then the provision in question or this entire Agreement, if necessary, will be automatically void and of no effect whatsoever.
- i) **DESCRIPTIVE HEADINGS** - The descriptive headings in this Agreement are for convenience and reference only and in no way affect or alter the intent or effect of this Agreement.

9. **EQUAL EMPLOYMENT OPPORTUNITY**

It is and has been the policy of **LEADER** to provide equal employment and individual opportunity to all job applicants and employees without regard to race, color, religion, sex, age, national origin, veteran or disability status. It is **LEADER's** policy not to violate Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, or any other local, state or federal law, regulation or ordinance prohibiting discrimination in employment.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year below written.

WARNER UNIFIED SCHOOL DISTRICT

By: Andrea Sissons
Name: Andrea Sissons
Title: CBO
Date: 2/25/21

LEADER SERVICES

By: Charles J. Mason, Jr.
Name: Charles J. Mason, Jr.
Title: Chief Executive Officer
Date: February 24, 2021

Leader Services' LEA Billing Option Fee Schedule - July 1, 2019
Our fees have been consistent since 2015

Type of service	Leader Service Fee
Psychological (Initial/Triennial Assessment)	\$29.05
Psychological (Annual/Amended Assessment)	\$9.68
*Psychosocial Status Assessment Therapy (Initial/Annual/Triennial/Amended Assessment)	\$1.06
**Psychology/Counseling Services (Individual Treatment)	\$4.46
*Psychology/Counseling Services (Additional Individual Treatment)	\$1.21
**Psychology/Counseling Services (Group Treatment)	\$0.98
*Psychology/Counseling Services (Additional Group Treatment)	\$0.20
Nursing (Initial/Triennial Assessment)	\$8.15
Nursing (Annual/Amended Assessment)	\$4.66
*Registered Nurse Treatment Services	\$1.16
*Licensed Vocational Nurse Treatment Services	\$0.59
*School Health Aide Treatment Services	\$0.50
Physical Therapy (Initial/Triennial Assessment)	\$14.04
Physical Therapy (Annual/Amended Assessment)	\$9.75
*Physical Therapy (Initial Service - 3 units allowed)	\$3.90
*Physical Therapy (Additional Services)	\$1.22
Occupational Therapy (Initial/Triennial Assessment)	\$13.03
Occupational Therapy (Annual/Amended Assessment)	\$9.05
*Occupational Therapy (Initial Service - 3 units allowed)	\$4.30
*Occupational Therapy (Additional Time)	\$1.13
Speech Therapy (Initial/Triennial Assessment)	\$12.19
Speech Therapy (Annual/Amended Assessment)	\$6.65
**Speech Therapy (Individual treatment)	\$3.69
*Speech Therapy (Additional Individual Treatment)	\$1.11
**Speech Therapy (Group Treatment)	\$1.36
*Speech Therapy (Additional Group Treatment)	\$0.37
Audiology (Initial/Triennial Assessment)	\$9.86
Audiology (Annual/Amended Assessment)	\$7.40
**Audiology (Initial Treatment)	\$4.52
*Audiology (Additional Treatment)	\$1.23
Audiology (Fitting/Orientation/Checking Hearing Aid)	\$2.88
Medical Transportation (One Way Trip)	\$1.02
Medical Transportation Mileage (Per Mile)	\$0.07
*Targeted Case Management (Low Cost Provider Rate)	\$0.68
*Targeted Case Management (Medium Cost Provider Rate)	\$0.79
*Targeted Case Management (High Cost Provider Rate)	\$0.90

*Billed in 15 minute time increments

**Billed in 15-45 continuous minutes

**Medi-Cal Administrative Claiming Agreement between Warner
USD and Leader Services to provide Medi-Cal Administrative
Activities (MAA) claim services.**

MEDI-CAL ADMINISTRATIVE CLAIMING AGREEMENT

This Agreement made and entered this Feb 25, 2021 between Warner Unified School District hereinafter referred to as the "**CLIENT**") having an address at 30951 Hwy 79, Warner Springs, California 92086 and LDP, Inc., d/b/a Leader Services (hereinafter referred to as "**LEADER**") having an office at 75 Kiwanis Blvd., West Hazleton, Pennsylvania 18202.

The parties hereto agree that **LEADER** will provide Medi-Cal Administrative Activities (MAA) Claim Services to **CLIENT** as set forth herein.

1. COMMENCEMENT, DURATION AND TERMINATION OF SERVICES

This Agreement will be effective for twelve (12) consecutive months commencing July 1, 2020 for preparing Medi-Cal Administrative Activities claims for **CLIENT** on a quarterly basis. The quarters are the three-month periods of January through March, April through June, July through September, and October through December.

This Agreement will automatically renew for additional periods of twelve (12) months up to a maximum of five (5) years as authorized by Education Code Section 17596 unless one party has provided written notice of cancellation to the other party not less than thirty (30) days prior to the renewal date. An amendment may be added each renewal year to adjust the consultant fee schedule.

If **CLIENT** terminates this Agreement, **LEADER** will continue its processing of all quarterly claim periods prior to the quarter following the termination date. Due to the length of time it takes to process and complete the MAA invoicing and payment cycle, **LEADER** will continue to process any and all outstanding quarters for which it has provided services.

2. CONSULTANT FEE SCHEDULE

This professional consultant service agreement commences July 1, 2020 and will be in force until the final MAA claim. **LEADER** will guide and assist the district through the new Random Moment Time Survey model.

Phone consultant fees are \$125.00 per hour billable in 1/2 hour increments. On-site consulting fees are available at a rate of \$125.00 per hour with a minimum of two hours, plus \$125 an hour travel time and actual cost of any meals or lodging for required overnight stays. Under federal Medicaid existing law, the **CLIENT** is eligible to recover vendor fees at a rate of fifty percent (50%).

3. OWNERSHIP OF PROGRAMS AND CONFIDENTIALITY OF REPORTS

All computer hardware, operating system software, application software, programs, documentation, specifications, tapes, instruction manuals and similar material utilized and/or developed by **LEADER** in connection with its systems and all patents, trade secrets, copyrights, trademarks, and other intellectual property rights are, as between **LEADER** and **CLIENT**, the sole and exclusive property of **LEADER**. **CLIENT** agrees to make no unauthorized use of these materials and systems and to preserve these materials and maintain the confidentiality of any and all of these materials in its possession.

4. **CONFIDENTIALITY OF DATA**

The parties agree that, because of the sensitive nature of data and in view of the proprietary nature of business information, it is essential that all information, data and materials, whether transmitted in hard copy or in electronic media form, be maintained in each party's confidence. Each party agrees for itself, its employees, agents and independent contractors, that all information and/or data and/or materials received from the other party will be held in confidence and each party agrees not to reproduce, disclose, or relinquish any data, information or materials to any party other than an authorized representative of the other party.

The parties agree that, because of the unique nature of the data and/or information and/or materials to be transmitted that money damages for breach of the foregoing provision will be wholly inadequate to fully compensate the aggrieved party and therefore the aggrieved party will be entitled to full temporary and/or permanent injunctive relief against any breach or threat of breach of the foregoing provisions.

LEADER, as both a Covered Entity and Business Associate of **CLIENT**, agrees to adhere to all HIPAA and FERPA requirements related to the electronic transmission and storage of data, privacy and security.

5. **INPUT DATA**

Accurate, complete, and correct data necessary for **LEADER** to perform its services hereunder will be the sole responsibility of **CLIENT**. **LEADER** will not be responsible for any delays or failure to prepare a claim because of incomplete, inaccurate, or incorrect data provided by **CLIENT**.

LEADER will be responsible for the input of all information given to **LEADER** by **CLIENT** in a reasonably accurate, complete and correct form provided same is provided to **LEADER** by **CLIENT**. Any errors, mistakes or liability in connection with the failure of **LEADER** to input such data, provided such data has been accurately, completely and correctly transmitted to **LEADER**, will be the sole responsibility of **LEADER** and will be corrected by **LEADER**.

6. **LIMITATION OF LIABILITY ARISING FROM DEFAULT IN SERVICES**

LEADER will not be liable or deemed to be in default for any delays or failure in performance or non-performance or interruption of service under this Agreement resulting from any cause beyond the reasonable control of **LEADER**. **LEADER's** liability, under this Agreement, is limited to the amount paid by **CLIENT** for the services under this Agreement. **LEADER** will not be liable for any indirect, consequential, or incidental damages arising out of this Agreement.

7. **OPERATING PROCEDURES**

LEADER will be responsible for the processing of all those claims for services rendered by **CLIENT** and its employees, which have been turned over to **LEADER** for processing.

A. **LEADER** agrees to provide the following services, as necessary for the effective administration of the Random Moment Time Study:

1. An assessment of the **CLIENT's** program;
2. Identify the Medi-Cal Administrative Activities providers and activities;
3. Calculation of the **CLIENT's** Medi-Cal percentage;
4. The storage of data required to support claims;

5. Provide RMTS crossover training;
6. Fiscal training for **CLIENT** staff;
7. On-site training and support of **CLIENT's** staff;
8. Availability of customer service via a toll free support line;
9. The processing of invoices for reimbursement;
10. The submission of invoices to the Local Educational Consortium (LEC) or Local Governmental Agency (LGA) for reimbursement by electronic or other means;
11. Assist **CLIENT** in review of RMTS results;
12. Assist **CLIENT** in preparation and maintenance of audit file.

B. **CLIENT** agrees to:

Provide **LEADER**, on a timely basis, all forms, documentation, and fiscal data in a manner prescribed by **LEADER** and as required for the successful preparation and submission of claims.

Arrange for **CLIENT** staff to attend mandatory training sessions related to RMTS and oversee the completion of time study forms by staff.

Provide a contact person who will serve as coordinator for all **CLIENT** activities. This person will work directly with **LEADER's** account manager.

Notify **LEADER** of any errors and/or omissions in information sent to **LEADER** so that **LEADER** may process a claim adjustment for submission to Medi-Cal.

8. **GENERAL**

- a) **ENTIRE AGREEMENT** - This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.
- b) **SUCCESSORS** - This Agreement will be binding upon and inure to the benefit of the successors, assigns and legal representatives of the respective parties hereto. Each party agrees that there are no third party beneficiaries to this Agreement. Neither party may assign this Agreement in whole or in part, without the prior written consent of the non-assigning party except in connection with the sale of all or substantially all of its assets or outstanding capital stock.
- c) **ATTORNEYS** - In the event that either **LEADER** or **CLIENT** commences a legal proceeding, each party will pay their own attorney's fees.
- d) **SEVERABILITY** - In the event that any term or provision of this Agreement is held to be illegal, invalid or unenforceable under the laws, regulations or ordinances of any federal, state or local government, such term or provision will be deemed severed from this Agreement and the remaining terms and provisions will remain unaffected thereby.
- e) **NOTICES** - Any notice sent pursuant to this Agreement will be sent by certified mail to the parties at their respective addresses.
- f) **STATE LAW** - This Agreement will be governed by and construed in accordance with the laws of California.

- g) **SURVIVAL OF NON-DISCLOSURE OBLIGATION** - The obligation of non-disclosure and confidentiality recited in this Agreement will survive the termination of this Agreement and will be in full force and effect notwithstanding such expiration or termination.
- h) **ANTI-FRAUD AND ABUSE** - Notwithstanding anything to the contrary herein this Agreement will be subject to all applicable federal, state and local laws, regulations and directives concerning the Medicare/Medicaid and other medical reimbursement fraud and abuse limitations. To the extent anything contained herein purportedly or actually violates or is challenged as violating any of the above laws, statutes, regulations or interpretations, then the provision in question or this entire Agreement, if necessary, will be automatically void and of no effect whatsoever.
- i) **DESCRIPTIVE HEADINGS** - The descriptive headings in this Agreement are for convenience and reference only and in no way affect or alter the intent or effect of this Agreement.

9. **EQUAL EMPLOYMENT OPPORTUNITY**

It is and has been the policy of **LEADER** to provide equal employment and individual opportunity to all job applicants and employees without regard to race, color, religion, sex, age, national origin, veteran or disability status. It is **LEADER's** policy not to violate Title V11 of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, or any other local, state or federal law, regulation or ordinance prohibiting discrimination in employment.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year below written.

WARNER UNIFIED SCHOOL DISTRICT

By:

Andrea Sissons

Name:

Andrea Sissons

Title:

CBO

Date:

2/25/21

LEADER SERVICES

By:

Charles J. Mason, Jr.

Name:

Charles J. Mason, Jr.

Title:

Chief Executive Officer

Date:

February 24, 2021

**Patrick Engineering and surveying performed septic layouts
Leading to a possible new well location for Warner Unified
School District. Ratification of work WUSD had to have done.**

PATRICK ENGINEERING & SURVEYING

Patrick L. Brown, R.C.E. 18067
2110 Main Street, Suite A
Post Office Box 442
Julian, California 92036
Office (760) 765-1343/Fax (760) 765-2081
E-mail: patrickeng@sbcglobal.net

September 14, 2020

Mr. Eric Berg
Project Planning Specialist
San Diego County Office of Education

**SUBJECT: Cost Breakdown for Septic Layouts Leading to a Possible
New Well Location for Warner Unified School District**

COST BREAKDOWN:

I.	Research/Site Inspection	
	8.0 hrs. @ \$180.00/hr. =	\$1,440.00
II.	Layout	
	8.0 hrs. @ \$125.00/hr. = \$1,000.00	
	1.0 hrs. @ \$180.00/hr. = \$ 180.00	
		\$1,180.00
III.	County Forms/Processing/ County Fees (<i>This may not be necessary.</i>)	
	1hrs.@\$180/hr.=\$ 180	
	1hrs.@\$100/hr.=\$ 100	
	County Fees = \$1129	
	\$1409	

TOTAL

\$2,620.00



Mr. Eric Berg
Project Planning Specialist
San Diego County Office of Education
September 14, 2020
Page 2

ALL ONGOING PROJECTS ARE BILLED ON A MONTHLY BASIS, AND PAYMENT IS EXPECTED UPON RECEIPT OF AN INVOICE.

TERMINATION OF THIS CONTRACT BY EITHER PARTY MUST BE IN WRITING. IF THE CLIENT TERMINATES THIS CONTRACT, ALL COSTS INCURRED THROUGH THE DATE OF TERMINATION MUST BE PAID IN FULL.

ALL CHANGES, ADDITIONS OR DELETIONS WILL BE MADE BY CHANGE ORDERS AND MUST BE AGREED TO BY ALL PARTIES.

PATRICK ENGINEERING AND SURVEYING HOURLY RATES:

ENGINEER	\$180.00/HOUR
DESIGNER/DRAFTSPERSON	\$125.00/HOUR
PROJECT COORDINATOR	\$100.00/HOUR
SURVEY CREW (2 MAN CREW)	\$220.00/HOUR
SURVEY CREW (1 MAN CREW)	\$135.00/HOUR


PATRICK L. BROWN, RCE #18067

ACCEPTANCE:

UPON REVIEW AND CONSIDERATION, I, (WE) Warner Unified School Dist
THE UNDERSIGNED, HEREBY ACCEPT THIS CONTRACT WITH PATRICK
ENGINEERING AND SURVEYING AND AUTHORIZE WORK TO COMMENCE UPON
RECEIPT OF THIS SIGNED DOCUMENT.


SIGNATURE DATE 12/4/20

SIGNATURE

DATE

Calendar

MON Mar 1	TUE 2	WED 3	THU 4	FRI 5
Resource Center- Food Bank First Day of Women's Hi		Adverse Weather Day- O	No School- Teacher Wor	7am Reminder to Crea
8	9	10	11	12
Resource Center- Food Bank				7am Reminder to Crea 2:15pm Julie 2nd imm
15	16	17	18	19
Resource Center- Food Bank 9am Interagency Meet		St. Patrick's Day 11am New Year roll ov		7am Reminder to Crea
22	23	24	25	26
Easter Grams Resource Center- Food Bank				7am Reminder to Crea
29	30	31	Apr 1	2
Easter Grams Resource Center- Food Bank				7am Reminder to Crea