

# **Warner Unified School Dist**

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**

**May 11, 2021**

**6:00 P.M.**

**LOCATION:** Join Zoom Meeting

**<https://zoom.us/j/3046344158?pwd=SlZyT2syeFRpOEh1bUw3YUM2Z1J6QT09>**

**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.

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### **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. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov. Code 54956.9)(d) (1)  
Alexandria Fielding vs. Warner Unified School District, Superior Court of California, Case No.37-2021-00018692-SC-SC-CTL
  - 2. 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.
- 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 : Jack Clarke
  - Staff : Teresa Padilla
- N. GENERAL BUSINESS**
- O. PUBLIC HEARINGS**
  - 1. Pathways Charter School
  - 2. San Diego Gas & Electric EV Charging Stations and Easement
- P. APPROVAL OF MINUTES**
  - 1. Minutes of Regular Board Meeting, April 13, 2021.
  - 2. Minutes of the Special Meeting, April 19,2021.
- 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 - San Diego Mission Academy and Pathways
    - iii. INDIAN ADVISORY COMMITTEE
  - 6. BUSINESS MANAGER'S 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 - Post Secondary Project by Juan Reyes**

**T. ACTION ITEMS**

1. Consider approval of the Expanded Learning Opportunities Grant Plan.
2. Consider approval of Warner Unified School District's State Preschool Annual Report.
3. Consider approval of Brigitte Spinks as a Warner Middle School Teacher.
4. Consider approval of Nicholas Lawson as the 4th grade teacher, pending pre-employment screening.
5. Consider approval of Ernesto Reyes as a bus driver starting in the 2021-2022 school year.
6. Consider approval of Ashlyn Windsor as Cafeteria Manager, pending pre-employment screening.
7. Consider approval of the Superintendent/Principal Salary schedule with proposed Steps 5-8.
8. Consider ratification of the amended Agreement No. SWRCB0000000000D1816321, between Warner Unified School District and California State Water Resources Control Board Implementation Grant for the Warner Unified School District Drinking Water Quality and Access Project.
9. Consider approval of the bid by davebang associates, inc. for Warner Elementary play structures.
10. Consider approval of the bid by davebang associates, inc. for removal and disposal of existing playground equipment and the installation of the approved, new playground structures.
11. Consider approval of the online learning program, The Master Teacher.
12. Discussion and possible action regarding Sarah St. John Dental School.
13. Discussion Item: San Diego County's Socially Equitable Cannabis Program.

**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. Vanessa Padilla as a classified substitute pending pre-employment screening.
4. Interdistrict Attendance Agreement by and between Spencer Valley School District and Warner Unified School District for the school years 2021-2026.
5. Interdistrict Attendance Agreement by and between Vista Unified School District and Warner Unified School District for the school years 2021-2026.
6. Interdistrict Attendance Agreement by and between Escondido Union School District and Warner Unified School District for the school years 2021-2026.
7. Interdistrict Attendance Agreement by and between San Ysidro School District and

Warner Unified School District for the school years 2021-2026.

8. Interdistrict Attendance Agreement by and between Mountain Empire Unified School District and Warner Unified School District for the school years 2021-2026.
9. Agreement for professional services by and between the Warner Unified School District and Dannis Woliver Kelley, a professional corporation for legal services.

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

**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	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	120	119
Middle School	35	34	34	33	32
High School	58	58	57	55	55
Total	212	211	210	208	206

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: May Calendar**

**X. BOARD COMMUNICATION**

**Y. ANNOUNCEMENT OF NEXT MEETING AND ADJOURNMENT: June 8, 2021**

## **Student / Staff Recognition**

### **Student**

#### **Jack Clarke**

"My nominee for student of the month is Jack Clarke. He is attentive to detail, has great insights in his art critique writing, has a great art style and is polite, respectful and fun to have as part of the art class." - Jan Krasowski

### **Staff**

#### **Teresa Padilla**

"I would like to nominate Teresa Padilla for staff member of the month/year! She is going well beyond her work in helping everywhere I send her. She is first to volunteer for lunch duty when I need someone extra to help or take someone's place. She works with middle/high school math and is doing an excellent job getting kids to turn in work. She works with a 5th grader and is bringing his reading and writing scores up and helping to increase his confidence in writing as well. She is relentless in her pursuits of justice on campus and is an excellent example of "girl power" as she advocates for all the females on campus. I am so glad that we hired her and both Michelle and Holly feel she is a wonderful addition to the staff in how she works with kids and I believe that Hannah would agree as well that she is an asset to the Warner Unified School District." - James Poby

# **Warner Unified School District**

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## **Public Hearing Notice**

Posted April 26, 2021

This notice is to advise that a **Public Hearing** will be held on Tuesday, May 11, 2021 at the regular Board meeting of the Governing Board, by way of a Zoom meeting at 6 pm., **regarding granting an easement and right of way to San Diego Gas & Electric for a proposed EV Charging Station.** Copies of the plan are available for your inspection in the District Office during normal business hours.

Join Zoom Meeting

<https://zoom.us/j/3046344158?pwd=SlZvT2syFRpOEh1bUw3YUM2Z1J6QT09>

Meeting ID: 304 634 4158  
Passcode: 2s2gDx



Recording Requested by  
San Diego Gas & Electric Company

When recorded, mail to:

San Diego Gas & Electric Company  
8690 Balboa Avenue  
San Diego, CA 92123  
Attn: Real Estate Records - CPA01

SPACE ABOVE FOR RECORDER'S USE

Project No.: 3-342954  
Notif. No.: 3-361315  
A.P.N.: 137-092-29  
SR No.: 462744

Transfer Tax None  
SAN DIEGO GAS & ELECTRIC COMPANY

**RW 372333**

EASEMENT

WARNER UNIFIED SCHOOL DISTRICT OF SAN DIEGO COUNTY (Grantor), grants to SAN DIEGO GAS & ELECTRIC COMPANY, a corporation (Grantee), an easement and right of way in, upon, over, under and across the lands hereinafter described, to erect, construct, change the size of, improve, reconstruct, relocate, repair, maintain and use facilities consisting of:

1. Underground facilities, together with aboveground structures consisting of, but not limited to, pad-mounted electrical equipment, and electric vehicle charging stations ("EV Stations"), and appurtenances for the transmission and distribution of electricity to the Facilities.
2. Communication facilities and appurtenances, which can include Supervisory Control and Data Acquisition ("SCADA").

The above facilities will be installed at such locations and elevations upon, along, over and under the hereinafter described easement as Grantee may now or hereafter deem convenient or necessary. Grantee also has the right of ingress and egress, to, from and along this easement in, upon, over and across the hereinafter described lands. Grantee further has the right, but not the duty to clear and keep this easement clear from explosives, buildings, structures and materials.

The property in which this easement and right of way is hereby granted is situated in the County of San Diego, State of California described as follows:

That portion of Rancho San Jose Del Valle, according to map thereof recorded in Book 2, Page 73 of Patents, records of San Diego County, more particularly described in a Deed recorded March 10, 1969 at Recorder's File/Page No. 41934, of Official Records of said County of San Diego.

The easement in the aforesaid property shall be those strips of land, including all of the area lying between the exterior sidelines, which sidelines shall be three (3) feet, measured at right angles, on each exterior side of each and every utility facility installed within said property on or before **December 31, 2022**.

In order to provide adequate working space for Grantee, Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed any building or other structure, deposit any materials, plant any trees and/or shrubs or change ground elevation within eight (8) feet of the front of the door or hinged opening of any above ground Facility (other than the EV Station) and within three (3) feet of the EV Station installed within this easement.

Grantor shall provide at all times, a delineated space surrounding each EV Station, so that EV Station may be accessed and used by an electric vehicle for charging. SDG&E shall stencil, in paint, the ground of such stall with the letters "EV Charging Only". SDG&E shall mark a minimum of two and up to half of these spaces with a sign that states: "No parking except for electric vehicle charging". All signage proposed for this project shall conform to City Wide Sign Regulations and be administered by the Sign Code Administration Division of the Planning Department, where applicable.

Upon Grantor and Grantee's mutual agreement, at both parties' sole discretion, Grantee will (i) remove Grantee's facilities from the Easement within a reasonable period of time, and (ii) upon Grantor's request, furnish Grantor a good and sufficient quitclaim of the Easement; provided, that Grantee shall have such time as is necessary to obtain any and all agency or jurisdictional requirements and approvals necessary for such removal and quitclaim, including but not limited to any approval from the California Public Utilities Commission as may be required.

Grantor grants to Grantee the right to erect and maintain on Grantor's property immediately adjacent to this easement retaining walls and/or protective barricades as may be necessary for Grantee's purposes.

Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed, any building or other structure, plant any tree, drill or dig any well, within this easement.

Grantor shall not increase or decrease the ground surface elevations within this easement after installation of Grantee's facilities, without prior written consent of Grantee, which consent shall not unreasonably be withheld.

Grantee shall have the right but not the duty, to trim or remove trees and brush along or adjacent to this easement and remove roots from within this easement whenever Grantee deems it necessary. Said right shall not relieve Grantor of the duty as owner to trim or remove trees and brush to prevent danger or hazard to property or persons.

CONDUITS CARRY HIGH VOLTAGE ELECTRICAL CONDUCTORS, therefore Grantor shall not make or allow any excavation or fill to be made within this easement **WITHOUT FIRST NOTIFYING SAN DIEGO GAS & ELECTRIC COMPANY BY CALLING (619) 696-2000, and OBTAINING PERMISSION.**

The legal description for this easement was prepared by San Diego Gas & Electric Company pursuant to Section 8730 of the Business and Professions Code, State of California.

This easement shall be binding upon and inure to the benefit of successors, heirs, executors, administrators, permittees, licensees, agents or assigns of Grantor and Grantee.

IN WITNESS WHEREOF, Grantor executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WARNER UNIFIED SCHOOL DISTRICT OF SAN DIEGO COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_  
PRINT NAME

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

Drawn: BCorbilla

Checked: *ONE*

Date: 03/16/2021 (REV) 04/12/2021

Site No: 82200035

Site Name: Warner Springs School

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me \_\_\_\_\_,  
(name, title of officer)

personally appeared \_\_\_\_\_,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
(Signature of Notary Public)

(Notary Seal)

**SDG&E Power Your Drive for Schools EV Charging Program  
Program Participation Agreement**



This PARTICIPATION AGREEMENT ("Agreement") is by and between SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation ("SDG&E") and Warner Unified School District ("Program Participant"). SDG&E and Program Participant are referred to individually as a "Party" and collectively as the "Parties."

**RECITALS**

- A. In support of California's goal to reach 1.5 million zero-emission vehicles by 2025 and infrastructure to support more than 5 million zero-emission vehicles by 2030, Program Participant will permit, and SDG&E will own, install, operate and maintain electric vehicle charging stations at qualifying and selected Schools as part of SDG&E's Power Your Drive for Schools EV Charging Program ("Program") and as approved by the California Public Utilities Commission (CPUC).
- B. In general, the Program provides: no cost design, installation and operation of SDG&E infrastructure and EV charging equipment. Program Participants are able to select from two (2) program options as more fully described in Section 1.1 below.
- C. Pursuant to AB1082, Program Participant and SDG&E are entering into this Agreement for participation in the Program; and for installation and operation of designated EV charging equipment at Warner Springs School, 30951 CA-79, Warner Springs, CA 92086 ("Facility").

**AGREEMENT**

NOW, THEREFORE, the Parties mutually agree as follows:

**1.0 GENERAL PROGRAM PARTICIPATION REQUIREMENTS:**

To participate in the Program, Program Participant agrees to comply with the following requirements:

**1.1 Program Participation Options:**

Program Participant shall designate a Program option below:

☐ **Utility Ownership Option:**

Program Participant elects SDG&E to install, operate and maintain the end-to-end EV charging infrastructure and EV charging equipment, **OR**

☐ **Site-Host Ownership Option:** Program Participant that selects the Site-Host Ownership Option may be eligible for a one-time, fixed rebate per charger, based on the following equipment type: L2 Single Port, L2 Dual Port, or DC Fast Charging EV equipment only ("Rebate") as more fully described below.

Rebate: Program Participant may qualify for a fixed EVSE Rebate as follows:

Equipment Type	Rebate Amount
L2 – Single Port Charger	\$11,000.00
L2 – Dual Port Charger	\$15,000.00
DCFC	\$75,000.00

Rebate eligibility requirements are:

- Program Participant is School District, College/University or Educational Institution;
- Electronic Vehicle Supply Equipment (EVSE) is listed on the approved product list of rebate-eligible EVSE as published on SDG&E.com from time to time;

# SDG&E Power Your Drive for Schools EV Charging Program

## Program Participation Agreement



- Program Participant must maintain the EVSE in operating order for EV charging including, but not limited to, replacing damaged EVSE at their cost. Program Participants must notify SDG&E promptly of any prolonged non-use (more than 7 days) and non-functioning equipment.

EVSE Rebates for eligible projects will be paid after:

- Program Participant submits online rebate application form (on-line);
- Program Participant provides proof of purchase of EVSE;
- EVSEs are operational.

Additionally, Program Participant agrees to comply with the following requirements:

- 1.2 Have dedicated parking for the electric vehicles;
- 1.3 Execute and deliver an SDG&E approved easement which shall be recorded in the office of the County Recorder for the County of San Diego.
- 1.4 Cooperate with SDG&E to ensure the facility meets applicable accessibility requirements of the Americans with Disabilities Act (ADA);
- 1.5 Notify SDG&E in cases of vandalism, damaged or non-functioning equipment. If Utility Ownership Option Selected, Program Participant is not obligated to perform any inspection or maintenance of installed EVSE;
- 1.6 Submit Owner Authorized Agent (OAA) Form. OAA approves SDG&E to act as Program Participant's agent as it relates to obtaining any required permits for the installation of the EV infrastructure (**Exhibit A**) and;
- 1.7 Support data collection efforts as part of this Program.

## 2.0 DEFINITIONS

**ADA:** Americans with Disabilities Act.

**Disadvantaged Community:** Communities identified by census tract as being in the top quartile within SDG&E service territory as scored by the CalEPA Enviroscreen tool and as approved per SDG&E Advice Letter 2876-E, Submittal of Definition of Disadvantaged Communities for Electric Vehicle-Grid Integration (VGI) Pilot Program Pursuant to Commission Decision 16-01-045.

**Easement:** A real property instrument hereto grant right of way for SDG&E to construct, maintain, operate and repair any SDG&E owned infrastructure.

**Effective Date:** The date that this Agreement is dually signed and executed.

**EV:** Electric Vehicle.

**EV Driver:** An EV operator who parks at and uses the EVSE at the Facility.

**EVSE:** Electric Vehicle Supply Equipment. All equipment needed to charge an EV including the EV charging station, switches, fuses, meters and other associated equipment.

**EVSP:** Electric Vehicle Service Provider. The third party selected by SDG&E to providing charging and billing services to EV Drivers.

**Facility:** The premises, where the EV infrastructure will be located.

**Grantor:** The fee simple owner of the real property where the Facility is to be located pursuant to the Easement.

**SDG&E Power Your Drive for Schools EV Charging Program**  
**Program Participation Agreement**



**Implementers:** SDG&E, its contractors, vendors, representatives, or other persons or entities responsible for implementing the Program on behalf of SDG&E.

**Intellectual Property Rights:** All trade secrets, patents and patent applications, trademarks (whether registered or unregistered and including any goodwill acquired in such trade marks), services marks, trade names, internet domain names, copyrights (including rights in computer software), moral rights, database rights, design rights, rights in know-how, rights in inventions (whether patentable or not) including, but not limited to, any and all renewals or extensions thereof, and all other proprietary rights (whether registered or unregistered, and any application for the foregoing), and all other equivalent or similar rights which may subsist anywhere in the world, including, but not limited to, any and all renewals or extensions thereof.

**In Service Date:** The date that Project is energized and project commissioning complete.

**Job or Project:** The installation of the approved EVSE at the Facility identified above.

**Power Your Drive for Schools EV Charging Program (or Program):** All facets of the Schools EV Charging Program.

**Program Participant:** The SDG&E Customer that enters into this Agreement.

**Rate:** The billing rate for use of charging at a Facility.

**Removal Cost:** EVSE removal costs which are the sum of (a) SDG&E's full cost and expense to remove the EVSE, (b) an amount equal to the portion of the undepreciated cost of the EVSE remaining at the time of removal, (c) the portion of the undepreciated amount of the installation costs remaining at the time of removal.

**SDG&E:** San Diego Gas & Electric Company.

**3.0 RIGHT TO ACCESS**

**3.1 Design and Installation:** Program Participant shall provide SDG&E and its Implementers access to the project location for purposes of design and installation of the EVSE. SDG&E and its Implementers shall make reasonable accommodations to minimize all impacts to Program Participant operations.

**3.2 Operation of Facility:** Program Participant shall provide SDG&E and its Implementers reasonable access to the Facility at all times.

**4.0 EASEMENT REQUIREMENT**

Program Participant executes and shall deliver the Easement within 60 days of presentation by SDG&E. If Easement is not approved by SDG&E, Program Participant forfeits Program eligibility.

**5.0 INSTALLATION OF INFRASTRUCTURE**

SDG&E and its Implementers will design and construct the infrastructure in compliance with the terms of this Agreement, as well as all applicable local, state and federal laws and regulatory requirements. For reference, a preliminary layout of proposed infrastructure is illustrated in **Exhibit B: Preliminary Site Plan**. Design layout is coordinated at the site walk, where both SDG&E and Program Participant provide input. Final design will be emailed to Program Participant for approval.

**SDG&E Power Your Drive for Schools EV Charging Program**  
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Program Participant shall have three (3) EV Charging Stations; three (3) Level 2 and none DC Fast Charger(s).

**6.0 AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS**

Program Participant acknowledges that electric vehicle charging infrastructure are required to comply with the ADA, if applicable, and California Building Standards, which may impact parking layouts and design.

**7.0 ELECTRIC VEHICLE SERVICE PROVIDER (EVSP)**

**7.1 EVSP.**

SDG&E shall select an EVSP to provide charging and payment services to EV Drivers.

**7.2 Additional EVSP Services.** Separate and apart from this Agreement, the EVSP may offer and provide any additional or complementary services, as long as these services do not directly interfere with the objectives of the Program. Specifically, such services may not include activities, agreements, arrangements, policies or procedures that inhibit the ability of the EV Drivers to respond to the pricing signal of the EV Rate. The costs of any additional EVSP services will be borne by Program Participant.

**8.0 RELOCATIONS**

**8.1 Removal:**

Utility Ownership Option

Except as otherwise provided herein or in the Easement, at any time during the Term of this Agreement, should Program Participant require removal of the EVSE or parts thereof, other than those specifically contemplated herein, Program Participant shall bear full Removal Cost all infrastructure installed pursuant to this Agreement, including utility owned infrastructure.

Program Participant requesting removals shall be responsible for costs as identified in the Removal Cost Schedule:

Removal Cost Schedule	
Year	Program Participant Percentage Responsibility
1	88%
2	75%
3	63%
4	50%
5	38%
6	25%
7	13%
8	0%

Site-Host Ownership Option

Except as otherwise provided herein or in the Easement, at any time during the term of this Agreement or the duration of the Easement, should Program Participant require removal of the electrical infrastructure energizing the EVSE, other than those specifically contemplated herein, Program Participant shall bear full cost and sole expense of such removal of all infrastructure installed to energize the EVSE, excluding EVSE pursuant to this Agreement, including utility owned infrastructure and removal cost.

**8.2 Relocations:** Except as otherwise provided herein or in the Easement, at any time during the course of this Agreement or the duration of the Easement, whichever is longer, should Program



**SDG&E Power Your Drive for Schools EV Charging Program  
Program Participation Agreement**



Participant require relocation of the infrastructure installed pursuant to this Agreement including Utility owned infrastructure or parts thereof, such relocation shall be by mutual agreement of the Parties. Should SDG&E approve relocation of such infrastructure, such relocation shall be at sole expense of Program Participant regardless of whether Utility owned or Program Participant owned, and in accordance with any Program requirements, laws, regulations, or other applicable jurisdictional requirements in effect at the time of relocation. Additionally, at SDG&E's discretion, upon a relocation, Program Participant shall either amend the Easement to include the legal description of the new location or enter into a new Easement with SDG&E.

**9.0 RATE**

For both Utility Ownership Option and Site-Host Ownership Option, EV Drivers will be charged the applicable EV-TOU Rate, and the EVSP will manage the EV Driver's payment.

**10.0 DATA COLLECTION & USE**

Program Participant shall support the data collection requirements of the Program. Data collection requirements will conform with the requirements of the CPUC. Program Participant consents to the use and disclosure, by SDG&E, its agents and representatives of data gathered as part of the Program for use in regulatory reporting, industry forums, case studies or other similar activities.

**11.0 CONTACT INFORMATION**

Facility contact persons for Program Participant shall be as follows:

**11.1 Designated Program Participant Contact Person for Operations**

Primary - Name: David MacLeod  
Job Title: Superintendent  
Agency: Warner Unified School District  
Address: 30951 Hwy. 79 Warner Springs, CA. 92086  
Email: david.macleod@warnerusd.net  
Phone: 760-782-3517 ext. 217

Back-up - Name: Andrea Sissons  
Job Title: Chief Business Officer  
Agency: Warner Unified School District  
Address: 30951 Hwy. 79 Warner Springs, CA. 92086  
Email: andrea.sissons@warnerusd.net  
Phone: 760-782-3517 ext. 213

**11.2 Designated SDG&E Contact Person for Operations**

Primary - Name: Joe Bielawski  
Job Title: Project Manager, Operations  
Agency: SDG&E  
Address: 8306 Century Park Court, CP 42F, San Diego, CA 92123  
Email: jbielaw1@sdge.com  
Phone: (858) 276-9980

Back-up - Name: Anthony Aguirre  
Job Title: Project Manager, Power Your Drive for Parks  
Agency: SDG&E  
Address: 8306 Century Park Court, CP 42F, San Diego, CA 92123  
Email: aaguirre@sdge.com  
Phone: (619) 416-2311

**SDG&E Power Your Drive for Schools EV Charging Program**  
**Program Participation Agreement**



**12.0 COMPENSATION**

Except as otherwise provided in this Agreement, under no conditions shall Program Participant receive compensation of any kind, either by cash, in-kind services, or otherwise, for any duties or requirements provided for in this Agreement or for participation in any way as part of the Program, including but not limited to:

- Easement;
- Use of data for lawful purposes;
- Loss of activity during construction or maintenance activities, or
- Any other inconvenience or loss, without limitation, related to participation.

**13.0 CONFIDENTIALITY**

During the term of this Agreement, Program Participant may be provided with information of a confidential nature ("Confidential Information") by SDG&E or its Implementers.

**13.1 Duty of Confidentiality.** Throughout and after the duration of this Agreement, Program Participant shall hold all Confidential Information in strict confidence. Without SDG&E's prior written approval, Program Participant shall not use, disclose, reproduce, distribute, or otherwise misappropriate any Confidential Information, nor shall Program Participant take any action that may cause, or fail to take any action necessary to prevent causing, any Confidential Information to lose its character as Confidential Information.

**13.2 Return of Materials.** Upon the termination or conclusion of this Agreement for any reason, or upon earlier request by SDG&E, its Implementers or other designated representatives, Program Participant shall promptly erase and destroy or otherwise return all Confidential Information and other documents or data that contain Confidential Information.

**13.3 Customer Information.** Program Participant acknowledges and agrees that all information Program Participant collects or obtains from SDG&E, its Implementers or other designated representatives with regard to EV Drivers, including but not limited to names, addresses, telephone numbers, account numbers, utility bill data, energy usage, demographics, financial data, or any other personal information ("Customer Information"), shall be deemed Confidential Information.

**13.4. Data Security.** Program Participant will establish and diligently maintain safeguards and security practices to protect against the destruction, loss, or disclosure of any Confidential Information in its custody or possession. If Program Participant discovers a breach of security, it shall immediately notify SDG&E (use Contact Information included in Section 11.2) and use its best efforts to mitigate the breach and prevent any disclosure or loss of Confidential Information.

Notwithstanding the foregoing, SDG&E understands that Program Participant is a public entity and subject to federal, state and local regulation governing public records, including the California Public Records Act. SDG&E understands and agrees that Program Participant shall comply with all such regulations, including the disclosure of Confidential Information, if legally required.

**14.0 INTELLECTUAL PROPERTY**

Nothing in this Agreement or the Parties' performance of it is intended to or shall be deemed to convey any Intellectual Property Rights to Program Participant. All Intellectual Property Rights relating to the Program are expressly reserved to SDG&E, its Implementers or other designated representatives and their respective licensors.

**SDG&E Power Your Drive for Schools EV Charging Program**  
**Program Participation Agreement**



**15.0 WAIVER**

No provision of this Agreement may be waived unless agreed to by SDG&E and Program Participant in writing. SDG&E's or Program Participant's failure to insist upon strict performance of any provision of the Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such a breach, shall not constitute a waiver of any right under this Agreement.

**16.0 DISPUTE RESOLUTION**

**16.1 Meet and Confer:** In the event of a dispute relating to this Agreement, Program Participant and SDG&E, its Implementers or other designated representatives shall make a good faith effort to resolve the dispute by negotiation between representatives with decision-making power, who, to the extent possible, shall not have had substantive involvement in the matters of the dispute.

**16.2 Arbitration:** In the event the Parties fail to resolve by negotiation any dispute arising out of or relating to this Agreement, such dispute shall be resolved by binding arbitration administered by JAMS (formerly known as Judicial Arbitration and Mediation Services) under its then current rules. The arbitration shall be conducted in San Diego County, California. The Parties hereby irrevocably waive any right to have such disputes tried before a jury. If either Party refuses or fails to participate in arbitration after receiving notice, then the arbitrator shall make an award based on the evidence presented to him or her. The arbitrator shall award the prevailing Party its fees and costs. Any arbitration award shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. In no event may arbitration be demanded on any claim after the applicable statute of limitation for commencing litigation has expired.

**17.0 GOVERNING LAW**

This Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for any litigation arising from or relating to this Agreement shall be in San Diego County, California.

**18.0 PROGRAM PARTICIPANT REPRESENTATIONS**

Program Participant represents it is an independent entity from SDG&E, its affiliates, contractors, vendors, representatives, designees and nothing herein shall be construed as creating any agency, partnership, or other form of joint enterprise between Program Participant and SDG&E, its affiliates, contractors, vendors, representatives or designees nor create any obligations or responsibilities on their behalf except as otherwise provide herein, nor make any representations of any kind to this effect. Program Participant represents that it is the fee title owner and has the ability to grant the Easement.

**19.0 THIRD PARTY BENEFICIARIES**

This Agreement and any related documents are solely between the Parties and no third parties are intended beneficiaries.

**20.0 SEVERABILITY**

If any provision under this Agreement or its application to any person or circumstance is held invalid by any court of lawful jurisdiction, such invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provision.

**21.0 MARKETING & BRANDING (SDG&E BRAND or EVSP BRAND)**

**22.1 Disclaimer:** All marketing, advertising or promotional materials which reference SDG&E, its Implementers or other designated representatives or the Program itself, shall include a disclaimer which shall state that Program Participant is not an agent or affiliate of any and all of

**SDG&E Power Your Drive for Schools EV Charging Program**  
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SDG&E, its Implementers or other designated representatives.

**22.2 Logos/ Trademarks:** Program Participant shall not use the logos, trademarks or service marks of SDG&E, its Implementers or other designated representatives in any of Program Participant's marketing, advertising, or promotional materials without express written approval from SDG&E, its Implementers or other designated representatives as appropriate.

**22.3 Signage:** Neither SDG&E nor its Implementers or other designated representatives or the Program itself shall be allowed to erect signage or other marketing materials on Program Participant property without prior express approval.

**22.4 Marketing Materials:** SDG&E must pre-approve all Program marketing materials.

**22.5 Endorsements:** Program Participant shall not state or imply endorsement on the part of SDG&E, its contractors or other designated representatives or the Program.

**22.6 Right to Review Materials:** SDG&E, its contractors or other designated representatives reserves the right to review and approve any and all advertising, marketing, or promotional copy or materials developed or used by the Program Participant which references the Program Participant's participation in this Agreement or the Program, financing and other SDG&E programs or those of the contractors or other designated representatives. At its sole discretion, SDG&E, its contractors or other designated representatives may require the Program Participant to submit such copy and materials for pre-approval. Approval shall be granted, unless SDG&E, its contractors or other designated representatives, in its sole discretion, determines that the copy or materials are misleading, in error, or fail to meet the requirements of this Agreement. The Program Participant agrees to remove from circulation or otherwise discontinue the use of any such materials.

**22.0 CHANGES**

SDG&E, its Implementers or other designated representatives may initiate changes to the Program as circumstances dictate. SDG&E, its Implementers or other designated representatives will make every effort to provide at least 30 calendar days written notice of changes that affect Program activities. In the event SDG&E, its Implementers or other designated representatives materially change the Program to the detriment of Program Participant, Program Participant may terminate this Agreement or rescind the Easement upon 30 days written notice to SDG&E, subject to the terms of this Agreement.

Design Changes, Program Participant acknowledges and agrees that any infrastructure installed by SDG&E may vary from the Conceptual Design, if, in SDG&E's sole discretion, actual Site conditions or municipal requirements dictate such changes. Program Participant may be responsible for incremental costs associated with changes to design requested by Program Participant for convenience after acceptance of design.

**23.0 TERMINATION AND TRANSFER**

**23.1 Term:** This Agreement shall be in effect from the Effective Date ("Effective Date") through a period of eight (8) years from the In-Service Date ("In-Service Date"), unless the parties agree in writing to cancel or extend the Term ("Term").

**23.2 SDG&E Right to Terminate:** SDG&E may terminate, or for any duration suspend, this Agreement and Program Participant's participation in the Program, or operation of the infrastructure, with or without cause, at any time, and for any reason, such reasons may include but are not limited to:

**SDG&E Power Your Drive for Schools EV Charging Program**  
**Program Participation Agreement**



- Failure to provide or maintain terms of the Easement
- Breach of Agreement in whole or in part
- Permitting issues
- Exceptional installation costs
- Environmental concerns
- Program no longer authorized by the CPUC
- Any other reason(s) not in Program or ratepayers' best interest

**23.3 Termination:** Program Participant may terminate this Agreement upon thirty (30) days notice should SDG&E materially breach any material term of this Agreement or fail to perform any material its obligations hereunder, after notice and a reasonable opportunity to cure. Should a sale of property or other circumstance result in Program Participant losing ability to perform its obligations per this Agreement, Program Participant shall immediately notify SDG&E in writing and without delay within ten (10) days of Program Participant knowledge of such a possibility and notwithstanding anything to the contrary contained herein, this Agreement shall terminate. Notwithstanding anything contained in this Agreement, if Program Participant terminates the Agreement for any reason other than an SDG&E material breach prior to the eight (8) year period, Program Participant will be responsible for the Removal Cost as calculated pursuant to the Removal Cost Schedule in Section 8.1.

If after signing this Agreement, Program Participant withdraws from the Program prior to the site being activated, then SDG&E reserves the right to recover all fees and costs incurred by it and its Implementers after the Effective Date including, but not limited to, design cost, site walk costs, etc.

**23.4 Transfer of Agreement:** Under no circumstance may this Agreement or parts thereof be assigned, transferred or otherwise conveyed without prior reasonable written approval of the other Party.

**23.5 Quitclaim:** Upon the expiration or earlier termination of this Agreement and removal of all infrastructure, SDG&E shall quitclaim all of its interest in the Easement.

**24.0 OPTION TO PURCHASE EVSE**

At the end of the eight (8) year term of this Agreement, Program Participants may have the option to purchase EVSE located at: 30951 CA-79, Warner Springs, CA 92086. SDG&E may sell EVSE to Program Participant at fair market value, subject to regulatory approval. Program Participant must notify SDG&E in writing of its interest to purchase EVSE within thirty (30) days of completing the eight (8) year period term of this Agreement.

**25.0 NOTICES**

Any notice provided under this Agreement shall be sent via certified U.S. Mail, signature required. Notice is deemed effective on the third day after it is deposited in the U.S. Mail. Notice pursuant to this Agreement shall be sent to:

**25.1 Program Participant:**

Primary - Name: David MacLeod  
Job Title: Superintendent  
Agency: Warner Unified School District  
Address: 30951 Hwy. 79 Warner Springs, CA. 92086  
Email: david.macleod@warnerusd.net  
Phone: 760-782-3517 ext. 217

Back-up - Name: Andrea Sissons  
Job Title: chief Business Officer

**SDG&E Power Your Drive for Schools EV Charging Program  
Program Participation Agreement**



Agency: Warner Unified School District  
Address: 30951 Hwy. 79 Warner Springs, CA. 92086  
Email: andrea.sissons@warnerusd.net  
Phone: 760-782-3517 ext. 213

**25.2 SDG&E:**

Primary - Name: Anthony Aguirre  
Job Title: Project Manager, Power Your Drive for Parks  
Agency: SDG&E  
Address: 8306 Century Park Court, CP 42F, San Diego, CA 92123  
Email: aaguirre@sdge.com  
Phone: (619) 416-2311

Back-up - Name: Chris Faretta  
Job Title: Clean Transportation Programs Manager  
Agency: SDG&E  
Address: 8306 Century Park Court, CP 42F, San Diego, CA 92123  
Email: cfaretta@sdge.com  
Phone: (858) 547-3091

**26.0 AUTHORITY**

The undersigned represents and warrants that it has the requisite power, legal authority and capacity to enter into this Agreement and to perform each and every obligation required of Program Participant under this Agreement.

**27.0 MISCELLANEOUS**

This Agreement, including the Exhibits attached hereto and all items incorporated herein by reference and any written modification shall represent the entire and integrated agreement between the Parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the Parties' agreement, and shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification. If any provision of this Agreement is in any way deemed unenforceable, then the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those to which it is held unenforceable, shall not be affected, and each term and provision shall be enforceable to the fullest extent permitted by law.

At any time either Party is aware of, any ambiguity in, or conflict between or within this document, said Party shall immediately bring such ambiguity to the attention of the other Party or its designated representative for clarification and resolution.

**SDG&E Power Your Drive for Schools EV Charging Program  
Program Participation Agreement**



**28.0 ACKNOWLEDGEMENT**

Program Participant represents and warrants that it has the requisite power, legal authority and capacity to enter into this Agreement and to perform each and every obligation required of Program Participant under this Agreement. In addition, the undersigned warrants and represents that the person signing this Agreement on the Party's behalf has and shall have all requisite power and legal authority to bind the Party on whose behalf he/she is signing to the Party's obligations under this Agreement.

Program Participant acknowledges that it has provided all required information and documentation truthfully and accurately.

This Agreement shall become effective as of the Effective Date.

**PROGRAM PARTICIPANT**

**SAN DIEGO GAS & ELECTRIC  
COMPANY**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Date: April 13, 2021

Date: \_\_\_\_\_

David MacLeod

Printed Name and Title Superintendent Printed Name and Title

Warner Unified School District

Name of Agency

SDG&E Power Your Drive for Schools EV Charging Program  
Program Participation Agreement



EXHIBIT A: Owner Authorized Agent Form

Date: April 13, 2021 Site ID#: 82200035 Site Name: Warner Springs School

Owner Authorized Agent Form

I, David MacLeod, hereby authorize San Diego Gas & Electric to act as my agent in all documents / forms as it relates to obtaining Agency permits for the installation of AB 1082/AB 1083 EV charging infrastructure at the property listed below.

SITE HOST TO COMPLETE

Property Address:

Warner Springs School, 30951 CA-79, Warner Springs, CA 92086

Agent Name, Address & Telephone Number:

Anthony Aguirre, Project Manager SDG&E

8306 Century Park Court, CP 42F, San Diego, CA 92123

aaguirre@sdge.com, (619) 416-2311

Property Owner Name, Address, & Telephone Number:

Warner Unified School District  
30951 Hwy. 79 Warner Springs, CA 92086  
760-782-3517 ext. 217

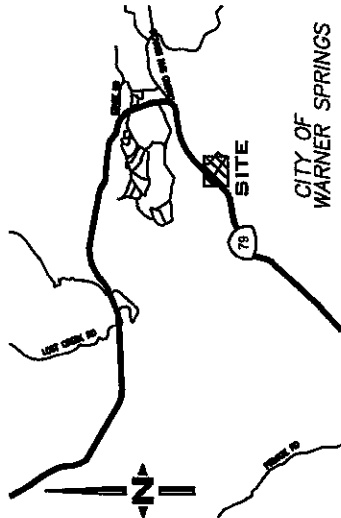
Signature: \_\_\_\_\_ Date: \_\_\_\_\_





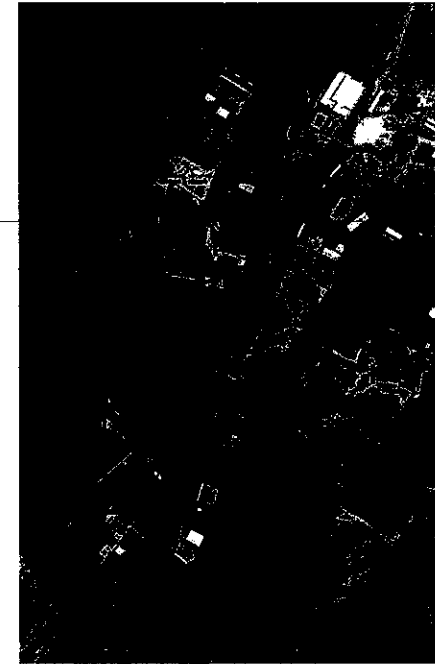
# 82200035 - WARNER SPRINGS SCHOOL

30951 CA-79, WARNER SPRINGS, CA 92086



VICINITY MAP  
1/4" = 100'

**SHEET INDEX**  
SHEET 1: COVER PAGE AND ONE-LINE  
SHEET 2: SKETCH  
SHEET 3: ELECTRICAL SINGLE LINE  
SHEET 4: ELECTRICAL CALCULATIONS  
SHEET 5: ELECTRICAL MATERIALS  
SHEET 6: CHARGER DETAILS  
SHEET 7: METER DETAILS



## STRUCTURE COORDINATES

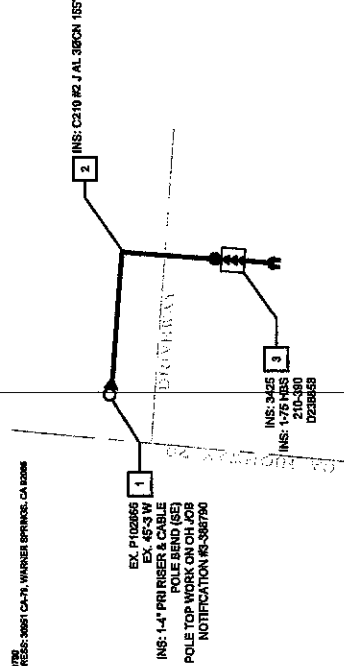
[LOC 1] PROPOSED N 33.274022, W -116.643668  
[LOC 2] EXISTING N 33.274022, W -116.643668

## NOTES

- THE PURPOSE OF THIS WORK ORDER IS TO INSTALL ONE NEW METER AND ONE TRANSFORMER FOR ELECTRIC CHARGERS. THE SITE WILL HAVE A TOTAL OF 4 BATTERIES, ONE 12 DUAL CHARGER AND TWO 12 SINGLE CHARGERS.
- EXISTING ELECTRICAL CONDUIT BY LINEWORK REQUIRED FOR ALL WORK AROUND EXISTING BUILDING.
- ALL CHARGERS RELATED TO SPACES TOWARD SHOULD BE ORIENTED TO THE APPROPRIATE FIELD CONSTRUCTION NUMBER.
- ALL EQUIPMENT ON PRIVATE PROPERTY WILL REMAIN IN EXISTENT POSITION.
- EXISTING NOTE: CHARGES TO UTILIZE 12 PRECAST FOUNDATION.

## ONE LINE DIAGRAM

NO SCALE  
NO SCALE  
US 395 00001  
PROJECT ADDRESS: 30951 CA-79, WARNER SPRINGS, CA 92086



## APPLICANT APPROVAL

APPROVAL OF THE SYSTEM DESIGN AS IT APPEARS ON THIS PRELIMINARY DIAGRAM.

A. Outlines that the location of facilities to be owned and operated by SCS&E are acceptable.

B. Acknowledges that the location of facilities to be owned and operated by SCS&E are acceptable.

C. Acknowledges that the location of facilities to be owned and operated by SCS&E are acceptable.

D. Acknowledges that the location of facilities to be owned and operated by SCS&E are acceptable.

E. Acknowledges that the location of facilities to be owned and operated by SCS&E are acceptable.

F. Acknowledges that the location of facilities to be owned and operated by SCS&E are acceptable.

G. Acknowledges that the location of facilities to be owned and operated by SCS&E are acceptable.

H. Acknowledges that the location of facilities to be owned and operated by SCS&E are acceptable.

I. Acknowledges that the location of facilities to be owned and operated by SCS&E are acceptable.

J. Acknowledges that the location of facilities to be owned and operated by SCS&E are acceptable.

K. Acknowledges that the location of facilities to be owned and operated by SCS&E are acceptable.

L. Acknowledges that the location of facilities to be owned and operated by SCS&E are acceptable.

M. Acknowledges that the location of facilities to be owned and operated by SCS&E are acceptable.

N. Acknowledges that the location of facilities to be owned and operated by SCS&E are acceptable.

O. Acknowledges that the location of facilities to be owned and operated by SCS&E are acceptable.

P. Acknowledges that the location of facilities to be owned and operated by SCS&E are acceptable.

Q. Acknowledges that the location of facilities to be owned and operated by SCS&E are acceptable.

R. Acknowledges that the location of facilities to be owned and operated by SCS&E are acceptable.

S. Acknowledges that the location of facilities to be owned and operated by SCS&E are acceptable.

T. Acknowledges that the location of facilities to be owned and operated by SCS&E are acceptable.

U. Acknowledges that the location of facilities to be owned and operated by SCS&E are acceptable.

V. Acknowledges that the location of facilities to be owned and operated by SCS&E are acceptable.

W. Acknowledges that the location of facilities to be owned and operated by SCS&E are acceptable.

X. Acknowledges that the location of facilities to be owned and operated by SCS&E are acceptable.

Y. Acknowledges that the location of facilities to be owned and operated by SCS&E are acceptable.

Z. Acknowledges that the location of facilities to be owned and operated by SCS&E are acceptable.

APPLICANT APPROVAL - Please Print or Type  
APPLICANT SIGNATURE  
TITLE  
DATE

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ASPLUNDH  
PLANNING

PROJECT NOTIFICATION # 3000000342954  
JOB NOTIFICATION # 3000000361315  
DESIGNED BY DOMINIC LEACH

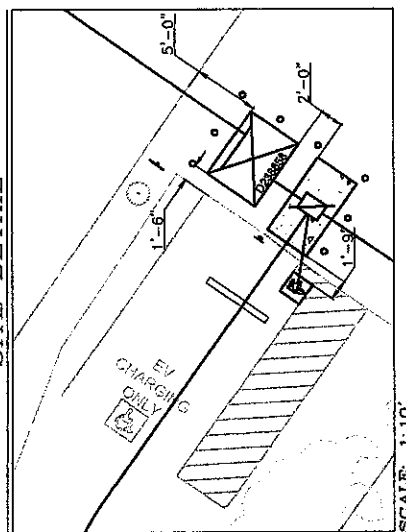
SDGE  
San Diego Gas & Electric  
CONTACT PHONE (858) 650-4155

REV/SUPP DATE 2/10/2021  
PAGE 1 OF 7  
CONTRACT NAME SCOTT THOMPSON



Call 24 hours before you dig  
1-800-227-2800

30951 CA-79, WARNER SPRINGS, CA 92086

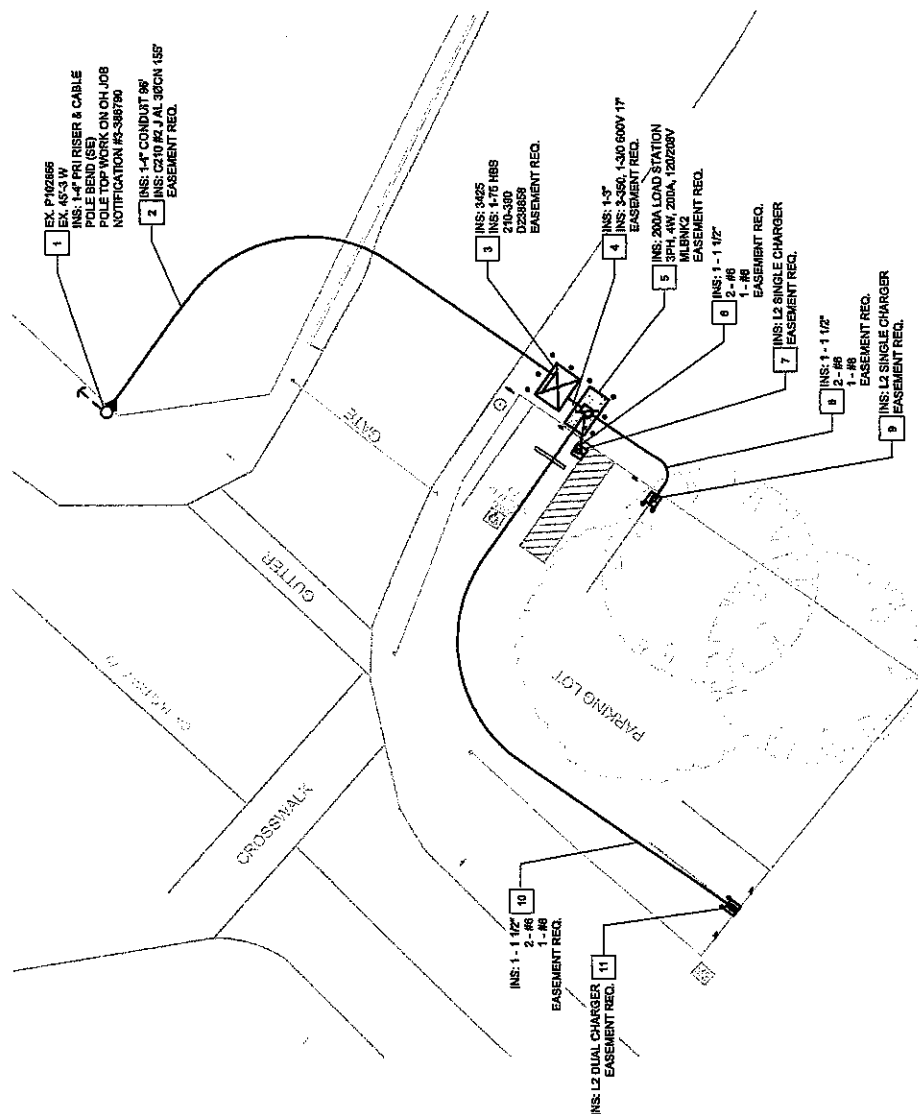


SCALE: 1:10'

☒ CAUTION: ELECTRIC STAND BY LINEMAN REQUIRED FOR ALL WORK AROUND ENERGIZED FACILITIES

☒ ALL QUESTIONS RELATED TO SERVICE TRENCH SHOULD BE DIRECTED TO THE APPROPRIATE FIELD CONSTRUCTION ADVISER.

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$$\frac{\text{NEW KVA}}{\text{CONNECTED KVA}} = \frac{\text{XX KVA}}{\text{XX KVA}} = \text{XX\%}$$

**Minutes**

Regular Meeting, April 13, 2021

Special Meeting, April 19, 2021

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**WARNER UNIFIED SCHOOL DISTRICT**

**MINUTES OF REGULAR MEETING OF THE GOVERNING BOARD**

**April 13, 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, Doxey, Sees and Stoneburner.
- E. ACCEPTANCE OF CLOSED SESSION AGENDA:**
- 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. Superintendent contract.
2. Conference with Labor Negotiators (Gov. Code section 54957, 54957(b)(1), and 54957.6. Employees: CSEA. 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 6:06 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:** Patrice Malloy, Tiffany Lenfers, Megan Anderson, Annie Mun, James Proby, Sabrina Finn, Kelcy Sutton, Lara Ulmer, Jacquie Mosley-Pastrana, Jan Krasowski, Heidi Gasca, Jenny Craig, Alexandria Fielding, Ricardo (Rico) Lara, Hannah Dimitrov, Julia Grigorian and Shannon Stein.
- J. FLAG SALUTE**
- K. ACCEPTANCE OF OPEN AGENDA:** Motion made by PJ Stoneburner and seconded by Gene Doxey to accept the open agenda. Motion passed by unanimous vote, (5-0).
- L. WELCOME- BOARD PRESIDENT:** Jeannean Rombal
- M. Recognition:** Student of the month was Johnny Knoke and employee(s) of the month were Ricardo (Rico) Lara and Julia Grigorian.
- N. GENERAL BUSINESS - Delegate Assembly Elections results - Vice President Melissa Krogh won a seat as a Delegate.**
- O. PUBLIC HEARINGS**
- P. APPROVAL OF MINUTES:**
1. Minutes of the Regular Board meeting, March 9, 2021.
- Q. REPORTS**
1. Student Body Representative: N/A
2. Association of Warner Educators: N/A
3. California School Employees Association: Sabrina Finn commented that kids are back full day and asked the Board to please pass the CSEA Agreement.
4. Parent Teacher Community Club: Superintendent MacLeod said that PTCC Board President, Karla Willis, has been trying very hard to get parent participation.
5. Superintendent's Report: Superintendent MacLeod said that students are back full day and protocols are in place for staggering lunches and that staff is making it work.
- i. DISTRICT BRIEFING:**
- ii. CHARTERS:** Excel
- iii. INDIAN ADVISORY COMMITTEE:** Superintendent MacLeod said that IAC had a good meeting on April 5, 2021.
6. **BUSINESS MANAGER'S REPORT:** Andrea Sissons said she just wrapped up the 2019/2020 Audit and that she is currently working on LCAP.
7. **BOARD REPORT:** Board members had nothing to report.
- R. PUBLIC HEARINGS-HEARING OF PUBLIC ON NON - AGENDA ITEMS:** Alexandria Fielding on redistributed funds of 2020 graduates.
- S. SPECIAL PRESENTATION:** 2019/2020 Audit presented by Andrea Sissons.

**T. ACTION ITEMS:**

1. Consider approval of the Senior Trip to Arizona from June 4, 2021- June 8, 2021. Motion by Stoneburner and seconded by Krogh. Motion passed (4-0) with President Rombal having recused herself from the vote.
2. Consider approval of the Plan For Serving Expelled Pupils; San Diego County Office of Education and San Diego County Districts 2021-2024. Motion by Sees and seconded by Stoneburner. Motion passed by unanimous vote, (5-0).
3. Consider approval of the Tentative Agreement Between the Warner Unified School District and California School Employees Association and its Warner Chapter #842 for the 2020-2021 and 2021-2022 school years. Motion by Stoneburner and seconded by Krogh. Motion passed by unanimous vote, (5-0).
4. Consider approval of the Service Agreement between Warner Unified School District and Addiction Treatment Technologies, LLC DBA Care Solace (Care Solace). Motion by Krogh and seconded by Sees. Motion passed by unanimous vote, (5-0).
5. Consider approval for Warner USD to move forward on a new Elementary School playground structure not to exceed \$150,000.00. Motion by Krogh and seconded by Sees. Motion passed by unanimous vote, (5-0).
6. For discussion and action to Consider approval of the Participation Agreement by and between San Diego Gas and Electric Company, a California Corporation ("SDG&E") and Warner Unified School District ("Program Participant"). Item was tabled.
7. Consider approval of Warner Unified School District of San Diego County (Grantor), to grant to San Diego Gas & Electric Company, a corporation (Grantee), an easement on school property. Item was tabled.
8. Consider approval of Division of the State Architect (DSA) Project Inspector Qualification and Approval, performed by Vital Inspection Services, Inc., Contract # 20210481. Motion by Stoneburner and seconded by Krogh. Motion passed by unanimous vote, (5-0).
9. Consider acceptance of the 2019-2020 Independent Audit. Motion by Krogh and seconded by Doxey. Motion passed by unanimous vote, (5-0).
10. Discussion item: San Diego County's Socially Equitable Cannabis Program. Ongoing discussion item; Vice President Krogh informed the School Board that there is an upcoming stakeholder's meeting via Zoom on April 22 with the San Diego County's Planning Committee.

**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. Vice President Krogh asked why the 2019-2020 contract was on the Consent Agenda. Motion by Stoneburner and seconded, by Krogh. Motion passed by unanimous vote, (5-0).

1. Commercial Warrants
2. Purchase Orders
3. Interdistrict Transfer Agreement between Warner USD and Jamul-Dulzura Union School District.
4. Agreement by and between Interquest Detection Canines and Warner Unified School District for Substance awareness and detection services for the fiscal year of July 1, 2021 through June 30, 2022.
5. Resolution number **2020-2021-005**, Resolution Designating Authorized Agent to Receive Mail and Pick up Warrants at the County Office of Education.
6. Resolution number **2020-2021-006**, Payment Order Resolution.

7. Resolution number **2020-2021-007**, Resolution Designating Authorized Agent to Sign School Order (Commercial Warrants).
8. Resolution number **2020-2021-008**, Resolution Authorizing the Replacement of Warrants.

**V. SECOND READING OF GOVERNING BOARD POLICIES, NEW ADMINISTRATIVE REGULATIONS, AND EXHIBITS.**  
Motion by Krogh and seconded by Sees. Motion passed by unanimous vote, (5-0).

**December 2020 Updates**

AR 0430 BP 1312.3 AR1312.3 BP 4119.25,4219.25, 4319.25 AR 4119.25, 4219.25, 4319.25  
BP 4140, 4240, 4340 BP 5113.2 AR 5113.2 BP 5126 AR 5126 BP 5141.31 AR 5141.31  
BP 5148.3 AR 5148.3 BP 6146.1 BP 6146.2 AR 6146.2 E 6146.2 BP 6170.1 BB 9012 BB 9320

**March 2021 Updates**

BP 0420.42 BP3110 BP 3230 AR 3230 AR 3311.2 AR 3311.3 AR 3320 BP 3452 BP 3600  
E 4112.9, 4212.9, 4312.9 AR 4161.2, 4261.1, 4361.2 AR 4161.8, 4261.8, 4361.8 BP 6142.8  
AR 6142.8 BP 7210

**W. 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	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	120	
Middle School	35	34	34	33	
High School	58	58	57	55	
Total	212	211	210	208	

Class	June
Elementary	
Middle School	
High School	
Total	

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

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

**3. Williams Complaints: None**

**4. Activities Calendar: April calendar**

**X. BOARD COMMUNICATION:** Vice President Krogh requested that we have a pdf of the school calendar on the Warner website.

**Y. ANNOUNCEMENT OF NEXT MEETING AND ADJOURNMENT:** Next meeting to be held May 11, 2021. Motion to adjourn made by Stoneburner and seconded by Krogh. Meeting adjourned by unanimous vote at 7:32pm.

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Secretary of the Governing Board

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Clerk



**WARNER UNIFIED SCHOOL DISTRICT**  
**MINUTES OF GOVERNING SPECIAL BOARD**  
**April 19, 2020**

- A. CALL TO ORDER:** The meeting was called to order at 4:34 pm by Melissa Krogh, Vice President of the Governing Board.
- B. FLAG SALUTE:** The Pledge of Allegiance was led by Melissa Krogh.
- C. ROLL CALL:** Members Present: Doxey, Krogh, Sees and Stoneburner. Absent: Jeannean Rombal who recused herself from the special meeting.  
**Employees Present:** Andrea Sissons and Rhonda Hill
- D. SPECIAL PRESENTATION:** N/A
- E. ACCEPTANCE OF AGENDA:** Motion was made by PJ Stoneburner and seconded by Melody Sees. **Motion passed by unanimous vote, (4-0).**
- F. PUBLIC COMMENT ON AGENDA ITEMS ONLY:** Alexandria Fielding spoke to the Board regarding the agenda item.

**ACTION ITEMS:**

- 1.** Discussion and possible action of graduating senior class, 2020's redistributed funds.

CBO, Andrea Sissons informed the Board that the Board can either request that Miss Fielding fill out a claim form in pursuit of the graduating senior class, 2020's travel card, or the Board can vote to accept the claimant's letter as a formal claim. Motion to accept claimant's letter as a formal claim against the District was made by PJ Stoneburner and seconded by Melody Sees. **Motion passed by unanimous vote, (4-0).** Further discussion took place regarding the claim included all members of the Governing Board and Miss Fielding's mom, Lauralynn Fielding. A motion was made by Melody Sees to deny Miss Fielding's claim and seconded by PJ Stoneburner. **Motion passed by unanimous vote, (4-0).**

**G. INFORMATION ITEMS:** N/A

- H. ADJOURNMENT:** Motion to adjourn made by PJ Stoneburner and seconded by Gene Doxey. **Motion passed by unanimous vote, (4-0).** Meeting adjourned at 5:03 PM

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Secretary of the Governing Board

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Clerk

**TOPIC:** Consider approval of the Expanded Learning Opportunities Grant Plan.

**DESCRIPTION:** Warner Unified School District's plan for providing supplemental instruction and support to students, including those identified as needing academic, social-emotional, and other supports, including the provision of meals and snacks. The plan will explain how Warner Unified will use the funds it receives through the Expanded Learning Opportunities (ELO) Grant to implement a learning recovery program for at least the students included in one or more of the following groups: low-income students, English learners, foster youth, homeless students, students with disabilities, students at risk of abuse, neglect, or exploitation, disengaged students, and students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020-2021 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

**FISCAL IMPACT:** Grant amount of \$185,060.00

**RECOMMENDATION:** Recommend approval.

## Expanded Learning Opportunities Grant Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Warner Unified School District	David MacLeod, Superintendent	<a href="mailto:David.MacLeod@warnerusd.net">David.MacLeod@warnerusd.net</a>

The following is the local educational agency's (LEA's) plan for providing supplemental instruction and support to students, including those identified as needing academic, social-emotional, and other supports, including the provision of meals and snacks. The plan will explain how the LEA will use the funds it receives through the Expanded Learning Opportunities (ELO) Grant to implement a learning recovery program for at least the students included in one or more of the following groups: low-income students, English learners, foster youth, homeless students, students with disabilities, students at risk of abuse, neglect, or exploitation, disengaged students, and students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

For specific requirements please refer to the Expanded Learning Opportunities Grant Plan Instructions.

### Plan Descriptions

A description of how parents, teachers, and school staff were involved in the development of the plan.

Management held meetings with The Elementary and Middle/High School Team Leaders to develop the plan. Meetings were held March 24 and April 19 to gather feedback and the team leads discussed at their respective Friday staff meetings to gather full teacher input. The recommendations originated from teachers who interacted daily with the students as to the most effective data driven ways to increase learning and/or make up for lost learning during the COVID-19 crisis and closures. A public hearing was held at the board meeting to incorporate parent input.

A description of how students will be identified and the needs of students will be assessed.

As a small district, each teacher is able to provide a list of students who have fallen behind or struggled significantly in the hybrid/online learning environment. Ongoing effort has been made to encourage identified at-risk students to return to in person learning as soon as possible. In addition, the District utilizes iReady as it's primary means of assessing student academic progress, but will also look at grades and attendance. Students identified as at-risk, due to being in the following areas will be encouraged and invited to participate

in one or more of our Expanded Learning Programs: low-income students, English learners, foster youth, homeless students, students with disabilities, students at risk of abuse, neglect, or exploitation, disengaged students and students who are below grade level, credit-deficient students, high school students at risk of not graduating. Assessments will continue into the next year to provide teachers with real time data and areas for remediation for students in the high-need areas.

A description of how parents and guardians of students will be informed of the opportunities for supplemental instruction and support.

All parents will be contacted regularly via our all-call system, with ample reminders. All parents will receive a letter from the Superintendent advising them of the forthcoming opportunities throughout the year. Targeted or at-risk students will be personally contacted by staff to request or require participation. Additionally, parents of Native American will receive additional communication through our Native Liaison and the Indian Advisory Committee meeting.

A description of the LEA's plan to provide supplemental instruction and support.

- 1) Summer School: The District will offer a four-week intensive learning Summer School program at the close of the 2021 school year. Staff will specifically seek out at-risk students who are falling behind for Summer School and transportation and meals will be provided. Lessons and assignments will be created and provided by the current year teacher of record based on both iReady assessments and progress to date as of the end of the school year with the intention of recapturing lost learning and increasing academic understanding. The current plan includes Four weeks, One high school
- 2) Teachers on Special Assignment: Moving into the 2021-22 school-year, the district will provide additional support by means of hiring two roving Teachers on Special Assignment: One for Elementary and one for Middle/High) whose job will be to pull out students in these high need areas who are identified as at-risk through assessments. These two teachers will provide additional 1:1 support in needed areas, primarily English Language Arts and Math.
- 3) For added reading support, the library technician position will now continue to be funded in the 2021-2022 school year.
- 4) As added support in the Middle School, the District has hired a teacher with a Math credential to split the 7th/8th grade classes for next year. This will free up time for the High School Math teacher to provide added support to grades 9-12 and will give the middle school the ample time and support they need for math.
- 5) The District will purchase interactive flat panel "Smart Boards" for the Elementary grades. These boards provide real time interaction for visual learners and have been shown to be helpful to English Learners and students with Disabilities. In the case that we have to transition to distance learning due to the pandemic, these will be helpful to teachers who may need to do online instruction.

## Expenditure Plan

The following table provides the LEA's expenditure plan for how it will use ELO Grant funds to support the supplemental instruction and support strategies being implemented by the LEA.

Supplemental Instruction and Support Strategies	Planned Expenditures	Actual Expenditures
Extending instructional learning time. Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility: : Summer School 2021	\$30,500 ELO GRANT	[Actual expenditures will be provided when available]
Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility. Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports: Elementary TOSA, Middle/High TOSA	\$70,000 - \$90,000 each ELO GRANT	[Actual expenditures will be provided when available]
Integrated student supports to address other barriers to learning: Interactive flat panels for each Elementary classroom.	\$15,000 ELO GRANT	[Actual expenditures will be provided when available]
Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports: The Librarian will have a regular schedule in the Maker Space/Library to integrate additional reading support to all grade levels. The Community Education Center will be fully outfitted with computers, wireless internet and will be made available to students who need to spend extra time studying. Additionally, Warner will work with Credit Deficient students to offer alternative programs or additional help to graduate.	ESSER, S/C funded	[Actual expenditures will be provided when available]
Additional academic services for students: Afterschool program Tutoring	ASP grants & S/C funded	[Actual expenditures will be provided when available]
Training for school staff on strategies to engage students and families in addressing students' social-emotional health and academic needs: School Counselor on campus full time, School Psychologist support services, continued coordination with Vista Hill, Indian Health and Care Solis program to provide resources to staff and students, Additional professional development for staff.	ESSER, S/C, MTSS Grant Funded	[Actual expenditures will be provided when available]
Total Funds to implement the Strategies from Expanded Learning Grant	\$ 185,060 ELO FUNDING ONLY	[Actual expenditures will be provided when available]

A description of how ELO Grant funds are being coordinated with other federal Elementary and Secondary School Emergency Relief Funds received by the LEA.	<p>In addition to the ELO grant funds and services (in red above), some of the additional services we will provide are shown above in blue. ESSER funds will be used in part to supplement services provided in those ways discussed above. The District is currently formulating a plan for use of the ESSER funds and we will further analyze the needs of our students and families through parent involvement meetings and surveys. Currently, we are considering Professional Development opportunities for teachers and other staff, further expanded in class technology, and added EL staff to work with English learners who need academic support, as well as expanded one on one tutoring opportunities and individualized support to credit deficient students.</p>
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## Expanded Learning Opportunities Grant Plan Instructions: Introduction

The Expanded Learning Opportunities Grant Plan must be completed by school districts, county offices of education, or charter schools, collectively referred to as Local Educational Agencies (LEAs), that receive Expanded Learning Opportunities (ELO) Grant funds under California *Education Code* (EC) Section 43521(b). The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before June 1, 2021, and must be submitted to the county office of education, the California Department of Education, or the chartering authority within five days of adoption, as applicable. The plan must be updated to include the actual expenditures by December 1, 2022.

*For technical assistance related to the completion of the Expanded Learning Opportunities Grant Plan, please contact [ELOGGrants@cde.ca.gov](mailto:ELOGGrants@cde.ca.gov).*

## Instructions: Plan Requirements

An LEA receiving ELO Grant funds under EC Section 43521(b) is required to implement a learning recovery program that, at a minimum, provides supplemental instruction, support for social and emotional well-being, and, to the maximum extent permissible under the guidelines of the United States Department of Agriculture, meals and snacks to, at a minimum, students who are included in one or more of the following groups:

- low-income,
- English learners,
- foster youth,
- homeless students,
- students with disabilities,
- students at risk of abuse, neglect, or exploitation,
- disengaged students, and
- students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

For purposes of this requirement

- “Supplemental instruction” means the instructional programs provided in addition to and complementary to the LEAs regular instructional programs, including services provided in accordance with an individualized education program (IEP).

- “Support” means interventions provided as a supplement to those regularly provided by the LEA, including services provided in accordance with an IEP, that are designed to meet students’ needs for behavioral, social, emotional, and other integrated student supports, in order to enable students to engage in, and benefit from, the supplemental instruction being provided.
- “Students at risk of abuse, neglect, or exploitation” means students who are identified as being at risk of abuse, neglect, or exploitation in a written referral from a legal, medical, or social service agency, or emergency shelter.

EC Section 43522(b) identifies the seven supplemental instruction and support strategies listed below as the strategies that may be supported with ELO Grant funds and requires the LEA to use the funding only for any of these purposes. LEAs are not required to implement each supplemental instruction and support strategy; rather LEAs are to work collaboratively with their community partners to identify the supplemental instruction and support strategies that will be implemented. LEAs are encouraged to engage, plan, and collaborate on program operation with community partners and expanded learning programs, and to leverage existing behavioral health partnerships and Medi-Cal billing options in the design and implementation of the supplemental instruction and support strategies being provided (EC Section 43522[h]).

The seven supplemental instruction and support strategies are:

1. Extending instructional learning time in addition to what is required for the school year by increasing the number of instructional days or minutes provided during the school year, providing summer school or intersessional instructional programs, or taking any other action that increases the amount of instructional time or services provided to students based on their learning needs.
2. Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports including, but not limited to, any of the following:
  - a. Tutoring or other one-on-one or small group learning supports provided by certificated or classified staff.
  - b. Learning recovery programs and materials designed to accelerate student academic proficiency or English language proficiency, or both.
  - c. Educator training, for both certificated and classified staff, in accelerated learning strategies and effectively addressing learning gaps, including training in facilitating quality and engaging learning opportunities for all students.
3. Integrated student supports to address other barriers to learning, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address student trauma and social-emotional learning, or referrals for support for family or student needs.
4. Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports.
5. Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students’ college eligibility.



6. Additional academic services for students, such as diagnostic, progress monitoring, and benchmark assessments of student learning.

7. Training for school staff on strategies, including trauma-informed practices, to engage students and families in addressing students' social-emotional health needs and academic needs.

As a reminder, *EC* Section 43522(g) requires that all services delivered to students with disabilities be delivered in accordance with an applicable IEP.

### **Fiscal Requirements**

The following fiscal requirements are requirements of the ELO grant, but they are not addressed in this plan. Adherence to these requirements will be monitored through the annual audit process.

- The LEA must use at least 85 percent (85%) of its apportionment for expenditures related to providing in-person services in any of the seven purposes described above.
- The LEA must use at least 10 percent (10%) of the funding that is received based on LCFF entitlement to hire paraprofessionals to provide supplemental instruction and support through the duration of this program, with a priority for full-time paraprofessionals. The supplemental instruction and support provided by the paraprofessionals must be prioritized for English learners and students with disabilities. Funds expended to hire paraprofessionals count towards the LEAs requirement to spend at least 85% of its apportionment to provide in-person services.
- An LEA may use up to 15 percent (15%) of its apportionment to increase or improve services for students participating in distance learning or to support activities intended to prepare the LEA for in-person instruction, before in-person instructional services are offered.

## **Instructions: Plan Descriptions**

Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

### **A description of how parents, teachers, and school staff were involved in the development of the plan**

Describe the process used by the LEA to involve, at a minimum, parents, teachers, and school staff in the development of the Expanded Learning Opportunities Grant Plan, including how the LEA and its community identified the seven supplemental instruction and support strategies that will be implemented. LEAs are encouraged to engage with community partners, expanded learning programs, and existing behavioral health partnerships in the design of the plan.

**A description of how parents and guardians of students will be informed of the opportunities for supplemental instruction and support.**

Describe the LEA's plan for informing the parents and guardians of students identified as needing supplemental instruction and support of the availability of these opportunities, including an explanation of how the LEA will provide this information in the parents' and guardians' primary languages, as applicable.

**A description of how students will be identified and the needs of students will be assessed**

Describe the LEA's plan for identifying students in need of academic, social-emotional, and other integrated student supports, including the LEA's plan for assessing the needs of those students on a regular basis. The LEA's plan for assessing the academic needs of its students may include the use of diagnostic and formative assessments.

As noted above in the Plan Requirements, "other integrated student supports" are any supports intended to address barriers to learning, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address student trauma and social-emotional learning, or referrals for support for family or student needs.

**A description of the LEA's plan to provide supplemental instruction and support**

Describe the LEA's plan for how it will provide supplemental instruction and support to identified students in the seven strategy areas defined in the Plan Requirements section. As a reminder, the LEA is not required to implement each of the seven strategies; rather the LEA will to work collaboratively with its community to identify the strategies that will be implemented. The plan must include a description of how supplemental instruction and support will be provided in a tiered framework that bases universal, targeted, and intensive supports on students' needs for academic, social-emotional, and other integrated student supports. The plan must also include a description of how the services will be provided through a program of engaging learning experiences in a positive school climate.

As a reminder, EC Section 43522(g) requires that all services delivered to students with disabilities be delivered in accordance with an applicable individualized education program. Additionally, LEAs are encouraged to collaborate with community partners and expanded learning programs, and to leverage existing behavioral health partnerships and Medi-Cal billing options in the implementation of, this plan (EC Section 43522[h]).

## **Instructions: Expenditure Plan**

The 'Supplemental Instruction and Support Strategies' column of the Expenditure Plan data entry table lists the seven supplemental instruction and support strategies that may be supported with ELO Grant funds.

Complete the Expenditure Plan data entry table as follows:

In the 'Planned Expenditures' column of the data entry table, specify the amount of ELO Grant funds being budgeted to support each supplemental instruction and support strategies being implemented by the LEA and the total of all ELO Grant funds being budgeted. The plan must be updated to include the actual expenditures by December 1, 2022. In the 'Actual Expenditures' column of the data entry table the LEA will report the amount of ELO Grant funds that the LEA actually expended in support of the strategies that it implemented, as well as the total ELO Grant funds expended.

**A description of how these funds are being coordinated with other federal Elementary and Secondary School Emergency Relief Funds received by the LEA**

Describe how the LEA is coordinating its ELO Grant funds with funds received from the federal Elementary and Secondary School Emergency Relief (ESSER) Fund provided through the federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (Public Law 116-260), also known as ESSER II, to maximize support for students and staff.

California Department of Education  
March 2021

**ACTION ITEM**

**2**

**TOPIC:** Consider approval of Warner Unified School District's  
State Preschool Annual Report.

**DESCRIPTION:** Self Evaluation Report

**FISCAL IMPACT:** N/A

**RECOMMENDATION:** Recommend approval.

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Fiscal Year 2020-2021  
EESD 3900

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**Desired Results Developmental Profile Summary of Findings  
Classroom and Family Child Care Home (EESD 3900)**

<b>Contractor Legal Name</b>	Warner Unified School District School
<b>Contract Type and/or FCCHEN</b>	Age Group (Infant/Toddler, Preschool, School-Age) 3 and 4 year /Preschool
<b>Planning Date</b>	Lead Planner Name and Position Robyn Hall /Teacher
<b>November 20, 2020</b>	Lead Planner Name and Position Leticia Keane /Teacher started December 1, 2020
<b>Follow-up Date(s)</b>	
<b>May 2021</b>	

This form can be expanded and is not limited to a single page.

<b>Key Findings from Developmental Profile</b>	<b>Action Steps (including planned learning opportunities, interactions and teaching strategies, environment and materials, family engagement)</b>	<b>Expected Completion Date and/or Ongoing Implementation and Persons Responsible</b>	<b>Follow-Up and Reflection (Changes made, date completed, time extended)</b>
<p><b>Ask: Developmentally, what do we know about the children currently enrolled in our classroom?</b></p> <p>2 Children are exploring later to building early on average (for younger 3yrs)</p> <p>4 Children were building later to integrating (ages 3-4) under essential ratings due to covid. We have 11 children currently enrolled.</p> <p>5 UR which were not measured including 2 w/ IEP children UR</p>	<p><b>Ask: What goals can we set to meet the needs of the children currently enrolled in our classroom?</b></p> <p>The Goal is to focus and teach the concept of self regulation. The children are learning to be in class regularly. We want to allow children the space to explore making friends and work through conflicts with appropriate behaviors. Action is to:</p> <ul style="list-style-type: none"> <li>observe and respond appropriately to conflicts.</li> <li>Read and provide literature modeling appropriate behaviors with peers</li> <li>Model behaviors for the children through self-talk and scenarios.</li> </ul>	<p><b>Ask: How do we accomplish our classroom goals??</b></p> <p>Robyn Hall and Leticia Keane are responsible for the completion. The teacher will observe and use anecdotal notes, running records, and pictures to document and help to determine the developmental level.</p> <p>I will Observe:</p>	<p><b>Ask: By when?</b></p> <p>Ongoing as pandemic conditions for 2020-2021</p>

EESD 3900

		<ul style="list-style-type: none"><li>• Children as conflicts arise to look for patterns.</li><li>• Behavior to use as teachable moments</li></ul>	





# Fiscal Year 2020-2021

## EESD 4001

**Program Review Instrument – Summary of Findings**

<b>Contractor Legal Name</b> Warner Unified School District State Preschool		<b>Vendor Number</b> 2471
<b>Contract Type</b> CSPP	<b>Age Group (Infant/Toddler, Preschool, School-Age)</b> 3 and 4 year olds/Preschool	
<b>Planning Date</b> November 2020	<b>Lead Planner Name and Position</b> Robyn Hall / Lead Teacher-former, Leticia Keane Lead Teacher-current	

**Summary of Findings and Action Plans**

Complete the Summary of Findings and Action Plans as directed in the instructions.

**INVOLVEMENT**

- ☐ EES-01: Plan for Parent Involvement  
(CCTR, CSPP, CMIG, CHAN, CFCC)

Corrective Action Plan: *To work with QPI and set up parent workshops*

**GOVERNANCE AND ADMINISTRATION**

- ☐ EES-02: Family Eligibility Requirements  
(CCTR, CSPP, CMIG, CHAN, CFCC, CAPP, CMAP, C2AP, C3AP)

Corrective Action Plan:

- ☐ EES-03: Child Need Requirement Verification  
(CCTR, CSPP, CMIG, CHAN, CFCC, CAPP, CMAP, C2AP, C3AP)

Corrective Action Plan:

- ☐ EES-04: Recording and Reporting Attendance  
(CCTR, CSPP, CMIG, CHAN, CFCC, CAPP, CMAP, C2AP, C3AP)

Corrective Action Plan:

- ☐ EES-05: Correct Fee Assessed  
(CCTR, CSPP, CMIG, CFCC, CAPP, CMAP, C2AP, C3AP)

Corrective Action Plan:

- ☐ EES-06: Inventory Records  
(CCTR, CSPP, CMIG, CHAN, CFCC, CAPP, CMAP, C2AP, C3AP, CRRP)

Corrective Action Plan:

- ☐ EES-07: Alternative Payment (AP) Policies  
(CAPP, CMAP, C2AP, C3AP)

Corrective Action Plan:

### **STANDARDS, ASSESMENT, AND ACCOUNTABILITY**

- ☐ EES-08: Desired Results Profile and Data  
(CCTR, CSPP, CMIG, CHAN, CFCC)

Corrective Action Plan: *To work with QPI and Borrego Preschool in establishing data*

- ☐ EES-09: Annual Evaluation Plan  
(CCTR, CSPP, CMIG, CHAN, CFCC, CAPP, CMAP, C2AP, C3AP, CRRP)

Corrective Action Plan:

- ☐ EES-10: Site Licensure  
(CCTR, CSPP, CMIG, CHAN, CFCC)

Corrective Action Plan:

### **STAFFING AND PROFESSIONAL DEVELOPMENT**

- ☐ EES-11: Staff Development Program  
(CCTR, CSPP, CMIG, CHAN, CFCC, CAPP, C2AP, C3AP, CRRP)

Corrective Action Plan: *to make sure staff is working with QPI and going to Professional Development Workshops*

- ☐ EES-12: Qualified Staff and Director  
(CCTR, CSPP, CMIG, CHAN, CFCC)

Corrective Action Plan:

- ☐ EES-13: Staff-Child Ratios  
(CCTR, CSPP, CMIG, CHAN)

Corrective Action Plan:

**OPPORTUNITY AND EQUAL EDUCATIONAL ACCESS**

- ☐ EES-14: Family Selection  
(CCTR, CSPP, CMIG, CHAN, CFCC, CAPP, CMAP)

Corrective Action Plan:

- ☐ EES-15: Compliance with Due Process  
(CCTR, CSPP, CMIG, CHAN, CFCC, CAPP, CMAP, C2AP, C3AP)

Corrective Action Plan:

- ☐ EES-16: Refrain from Religious Instruction  
(CCTR, CSPP, CMIG, CHAN, CFCC)

Corrective Action Plan:

- ☐ EES-17: Services Responsive to Family Needs  
(CRRP)

Corrective Action Plan:

**TEACHING AND LEARNING**

- ☐ EES-18: Environment Rating Scale  
(CCTR, CSPP, CMIG, CHAN, CFCC)

Corrective Action Plan:

- ☐ EES-19: Nutritional Needs  
(CCTR, CSPP, CMIG, CHAN, CFCC)

- ☐ EES-20: Health and Social Services  
(CCTR, CSPP, CMIG, CHAN, CFCC)

Corrective Action Plan:

# Fiscal Year 2020-21

## EESD 4002

California Department of Education  
Early Education and Support Division  
March 2017

### Environment Rating Scale – Summary of Findings

<b>Contractor Legal Name</b> Warner State Preschool	
<b>Contract Type and/or FCCHEN</b> CSPP	<b>Age Group (Infant/Toddler, Preschool, School Age)</b> Preschool 3-5
<b>Planning Date</b> 11/20/20	<b>Lead Planner Name and Position</b> Robyn Hall
<b>Follow-up Date(s)</b>	<b>Lead Planner Name and Position</b> Leticia Keane

This form can be expanded and is not limited to a single page

<b>Subscales and Average Scores</b>	<b>Key Findings from Environment Rating Scale (ERS items)</b>	<b>Action Steps (Include instructional materials, training needs, change to schedules, space, and supervision.)</b>	<b>Expected Completion Date and Persons Responsible</b>	<b>Follow-up and Reflection (Changes made, date completed, and time extended.)</b>
From ECERS in 2018 1 Personal care 2.83 2 Language and Reasoning	1. Personal Care a. Meals and Snacks b. Toileting and Diapering 2. Language and Reasoning a. Books and Pictures b. Using language to develop Reasoning skills	1. For personal care the action steps were to add times in the schedule and to have someone by the bathroom when someone is in the bathroom. Snacks and meals have added healthier options and family style. 2. We have added age appropriate books and pictures up in the room. We are using open ended questions for conversations.	Robyn Hall/Leticia Keane	Due to COVID We did not have ECERS review this year.

# Fiscal Year 2020-2021

## EESD 4003

California Department of Education  
Early Education and Support Division  
March 2017

### Parent Survey Summary of Findings

<b>Contractor Legal Name</b> Warner Unified School District State Preschool	<b>Contract Type and/or FCCHEN</b> CSPP-2471
<b>Planning Date</b> 11-20-2020 This report based on 2019-2020 findings	<b>Lead Planner Name and Position</b> Robyn Hall -Previous
<b>Follow-up Date(s)</b> May 2021	<b>Lead Planner</b> Leticia Keane- Current

This form can be expanded and is not limited to a single page.

<b>Key Findings from Parent Surveys</b>	<b>Action Steps (including communication, training, schedule, space, instructional materials, and supervision changes)</b>	<b>Expected Completion Date and/or Ongoing Implementation and Persons Responsible</b>	<b>Follow-Up and Reflection (Changes made, date completed, time extended)</b>
Based on 2019-2020 findings: 60 % of parents answered the survey <ul style="list-style-type: none"> <li>9.1 % said they wanted more information on how children develop at different ages.</li> </ul>	<ul style="list-style-type: none"> <li>Communication: Learning Genie is used as a form of information so the parents can see where their child is developmentally.</li> <li>Had conferences to discuss development</li> </ul>	May 2020 ongoing implementation  Robyn Hall was responsible for 2019-2020	For 2020-2021: As more children returned to in class instruction. Ms Leticia has been communicating via text messages and parent newsletters.



<p>9.1 % said they wanted more information on:</p> <ul style="list-style-type: none"> <li>• How to find services in the community</li> <li>• Get involved with child's program.</li> </ul> <p>2020-2021- Only 1/12 families answered the survey -No concerns</p>	<ul style="list-style-type: none"> <li>• Provide information on services that will help the family (Ed.gov)</li> <li>• Have open Dialogue families on how to get involved</li> </ul>	<p>May 2020/ Ongoing implementation Robyn Hall was responsible for 2019-2020</p>	<p>Leticia Keane continued through 2021</p>
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# Fiscal Year 2020-21

## EESD 4004

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California Department of Education  
Early Education and Support Division  
March 2017

**Desired Results Developmental Profile – Summary of Findings  
Program Action Plan Educational Goal**

<b>Contractor Legal Name</b> Warner Preschool		<b>Age Group (Infant/Toddler, Preschool, School-Age)</b> Preschool
<b>Contract Type</b> CSPP		
<b>Planning Date</b>	<b>Lead Planner Name and Position</b> Leticia Keane -Teacher	
<p><b>Review the Desired Results Developmental Profile Summary of Findings at the Program or Network level and plan on the areas that your agency will focus on. Each contract type should have a program level plan and action steps. Include this information in the response boxes below.</b></p> <p style="text-align: right;">This form can be expanded and is not limited to a single page.</p>		
<b>Key Findings by Domain from Developmental Profiles</b>		
<b>Ask: Where is the program now?</b>		
<b>Educational Program Goal(s)</b>		
<b>Ask: Where does the program want to go?</b>		

<p><b>Action Steps</b> (i.e. address activity planning, curriculum modifications, materials required, staff or program schedules, child-staff interactions, classroom use of space, professional development, parent education, and/or community outreach)</p>		
<p><b>Ask: How does the program get there?</b></p>		
<p><b>Expected Completion Date and/or Ongoing Implementation and Persons Responsible</b></p>		
<p><b>Ask: By when?</b></p>		

**TOPIC:** Consider approval of Brigitte Spinks as a Warner Middle School teacher.

**DESCRIPTION:** To teach both 7th and 8th grade students along with our current Middle School teacher.

**FISCAL IMPACT:** Salary: \$49,605 / 185 Days  
(Column 4, Step 1) + Masters Stipend \$1,000

**RECOMMENDATION:** Recommend approval.

**CERTIFICATED EMPLOYEE CONTRACT  
OFFER OF EMPLOYMENT**

**Bridgette Spinks**

(Name of Employee)

**WARNER UNIFIED SCHOOL DISTRICT**

(School District)

You are hereby offered employment for the school year **2021-2022**.

**TERMS AND CONDITIONS**

Position of: **Classroom Teacher**

Service from **July 1, 2021 to June 30, 2022**

**Salary: \$49,605 /185 Days  
(Column 4/Step 1)  
+ Master Stipend \$1,000**

Status: Probationary 1 Employee – 1.0 FTE

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

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

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

WARNER UNIFIED SCHOOL DISTRICT, Warner Springs, California

Elected at a meeting of the Governing Board held on \_\_\_\_\_

OR

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

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

(Members, Governing Board)

  
(District Superintendent)

This contract was approved or ratified by the Governing Board on **May 11, 2021**.

**ACCEPTANCE OF OFFER**

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

Date \_\_\_\_\_

Signature \_\_\_\_\_

**ACTION ITEM**

**4**

**TOPIC:** Consider approval of Nicholas Lawson as the 4th grade Teacher, pending pre-employment screening.

**DESCRIPTION:** To teach 4th grade at Warner Elementary School.

**FISCAL IMPACT:** Salary: \$59,372 / 185 Days  
(Column 4, Steps 6) + Master Stipend \$1,000

**RECOMMENDATION:** Recommend approval.

**CERTIFICATED EMPLOYEE CONTRACT  
OFFER OF EMPLOYMENT**

**Nicholas Lawson**

(Name of Employee)

**WARNER UNIFIED SCHOOL DISTRICT**

(School District)

You are hereby offered employment for the school year **2021-2022**.

**TERMS AND CONDITIONS**

Position of: **Classroom Teacher**

Service from **July 1, 2021 to June 30, 2022**

**Salary: \$59,372 /185 Days  
(Column 4/Step 6)  
+ Master Stipend \$1,000**

Status: Probationary 1 Employee – 1.0 FTE

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

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

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

WARNER UNIFIED SCHOOL DISTRICT, Warner Springs, California

Elected at a meeting of the Governing Board held on \_\_\_\_\_ OR

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

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

(Members, Governing Board)

  
(District Superintendent)

This contract was approved or  
ratified by the Governing Board  
on **May 11, 2021**.

**ACCEPTANCE OF OFFER**

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

Date \_\_\_\_\_

Signature \_\_\_\_\_



**ACTION ITEM**

**5**

**TOPIC:** Consider approval of Ernesto Reyes as a bus driver  
Starting in the 2021-2022 school year.

**DESCRIPTION:** To transport students by bus to and from school.

**FISCAL IMPACT:** Salary: \$18,000 / 194 Days, 4 hrs./day

**RECOMMENDATION:** Recommend approval.

**TOPIC:** Consider approval of Ashlyn Windsor as Cafeteria Manager, pending pre-employment screening.

**DESCRIPTION:** Responsible for the performance of skilled food production and services as a serving kitchen supervisor.

**FISCAL IMPACT:** Column 8, Step 4  
11 months/school year at \$2376.51/month

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**RECOMMENDATION:** Recommend approval.

**CLASSIFIED EMPLOYEE CONTRACT  
OFFER OF EMPLOYMENT**

**ASHLYN WINDSOR**

(Name of Employee)

**WARNER UNIFIED SCHOOL DISTRICT**

(School District)

You are hereby offered employment for the school year **2020-2021 and 2021-2022**

**TERMS AND CONDITIONS**

Position of **CHIEF BUSINESS OFFICIAL**

Service from **May 7, 2021 to June 30, 2022**

Column 8, Step 4

Full Time FTE: .78 FTE

**11 months/school year at \$2376.51/month**

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

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

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

WARNER UNIFIED SCHOOL DISTRICT, Warner Springs, California

Elected at a meeting of the Governing Board held on \_\_\_\_\_

OR

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

\_\_\_\_\_

\_\_\_\_\_

This contract was approved or \_\_\_\_\_

(Members, Governing Board)

  
(District Superintendent)

ratified by the Governing Board  
on **May 11, 2021.**

**ACCEPTANCE OF OFFER**

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

Date \_\_\_\_\_

Signature \_\_\_\_\_

**TOPIC:** Consider approval of the Superintendent/Principal Salary Schedule with proposed Steps 5-8.

**DESCRIPTION:** Proposed added Steps at 3% per year for the 21-22, 22-23, 23-24, 24-25 school years.

**FISCAL IMPACT:** See spreadsheet.

**RECOMMENDATION:** Recommend approval.

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WARNER UNIFIED SCHOOL DISTRICT Superintendent/Principal Salary Schedule 2020-2021					
Contract Year	Annual Pay	Sick Leave	Vacation Days	Schoolyear	
Step 1	\$120,000	12 days	22 days	17-18	
Step 2	\$130,000	12 days	22 days	18-19	
Step 3	\$134,000	12 days	24 days	19-20	
Step 4	\$138,000	12 days	24 days	20-21	
Step 5	\$142,140	12 days	26 days	21-22	Proposed Added Steps 3% per year
Step 6	\$146,404	12 days	26 days	22-23	
Step 7	\$150,796	12 days	28 days	23-24	
Step 8	\$155,320	12 days	28 days	24-25	
Doctorate Stipend \$1,200/year					

**TOPIC:** Consider ratification of the amended Agreement No. SWRCB0000000000D1816321, between Warner Unified School District and California State Water Resources Control Board Implementation Grant for The Warner Unified School District Drinking Water Quality and Access Project.

**DESCRIPTION:** For the purpose of installing drinking water access improvements; Point of Use treatment devices (POUs) to reduce Arsenic to below the Maximum Contaminant Level; and for the purchase and delivery of bottled drinking water for the students and staff at Warner Elementary School and Warner Junior/High School(s).

**FISCAL IMPACT:** Grant funds \$149,893.00

**RECOMMENDATION:** Recommend approval.



**DRINKING  
WATER  
& schools**  
**GRANT PROGRAM**

**DRINKING WATER FOR SCHOOLS**

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WARNER UNIFIED SCHOOL DISTRICT

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD



**IMPLEMENTATION GRANT**

**WARNER UNIFIED SCHOOL DISTRICT DRINKING WATER QUALITY AND ACCESS PROJECT**

**AGREEMENT NO. SWRCB0000000000D181632100**

**AMENDMENT 1**

**GRANT FUNDS: \$408,082 \$149,893**

**ELIGIBLE START DATE: AUGUST 1, 2018**

**WORK COMPLETION DATE: FEBRUARY 28, 2021 FEBRUARY 28, 2023**

**FINAL DISBURSEMENT REQUEST DATE: MARCH 31, 2021 MARCH 31, 2023**

**RECORDS RETENTION TERM END DATE: FEBRUARY 29, 2028 FEBRUARY 28, 2030**

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**This Grant Agreement executed by the State Water Board on November 4, 2019, is hereby amended as of December 18, 2020, to revise the Grant Funds, Work Completion Date, the Final Disbursement Request Date, the Records Retention Term End Date, the body of the Agreement and Exhibits A, B, D and E (deletions shown as stricken and revisions bold and underlined). Except as noted herein all other terms and conditions shall remain the same.**

WHEREAS,

1. The State Water Board is authorized to provide financial assistance under this Agreement pursuant to the following:

Section 116276 of the California Health and Safety Code.

2. The State Water Board determines eligibility for financial assistance, determines a reasonable schedule for providing financial assistance, establishes compliance with applicable law, and establishes the terms and conditions of a financial assistance agreement.
3. The Recipient has applied to the State Water Board for financial assistance for the Project described in Exhibit A of this Agreement, and the State Water Board has selected the application for financial assistance.
4. The State Water Board proposes to assist in funding the costs of the Project, and the Recipient desires to participate as a recipient of financial assistance from the State Water Board, upon the terms and conditions set forth in this Agreement, all pursuant to applicable law.

NOW, THEREFORE, in consideration of the premises, mutual representations, covenants and agreements in this Agreement, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

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1. Definitions

Unless otherwise specified, each capitalized term used in this Agreement has the following meaning:

"Agreement" means this Grant Agreement, including all exhibits and attachments hereto.

"Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the Authorized Representative by title.

"Days" means calendar days unless otherwise expressly indicated.

"Disbursement Period" means the period during which Grant Funds may be disbursed.

"Disbursement Request" means the form used by the Recipient to document and request reimbursement of Project Costs.

"Division" means the Division of Financial Assistance of the State Water Board or any other segment of the State Water Board authorized to administer the Drinking Water For Schools Grant Program.

"Eligible Start Date" means the date set forth in Exhibit B, establishing the date on or after which reimbursable Project Costs may be incurred and eligible for reimbursement hereunder.

"Event of Default" means the occurrence of any of the following events: (a) any representation or warranty made by the Recipient under this Agreement proves to be incorrect in any material respect, (b) the Recipient's failure to observe or perform any covenant, condition, or provision contained in Exhibit B of this Agreement, (c) the failure of the Recipient to perform any covenant or condition under this Agreement and such failure shall remain unremedied for a period of 30 days, unless expressly waived by the Division, (d) the failure of the Recipient to keep in full force and effect its legal existence and any rights, licenses, permit, or privileges to conduct its business, or the occurrence of any material restraint on



Recipient's business by a government agency or by court order, (e) initiations of proceedings seeking liquidation, reorganization, or other relief with respect to the Recipient or its debts, or for the appointment of a receiver, trustee, custodian or conservator with respect to the Recipient or any part of its assets, or similar event, or (f) a material adverse change in the business, operations, or condition (financial or otherwise) of Recipient.

"Final Disbursement Request Date" means the date established in Exhibit B, after which date no further Grant Funds disbursements may be requested.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.

"Force Account" means the use of the Recipient's own employees or resources for the Project.

"Generally Accepted Principles (GAAP)" means the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor.

"Grant Contact" means the employee of the Recipient who has been delegated by the Project Director to oversee the day-to-day activities of the Project.

"Grant Funds" means funds provided by the State Water Board towards eligible reimbursable Project Costs.

"Grant Manager" means the person designated by the State Water Board to manage performance of the Agreement. The Grant Manager is set forth in this Agreement.

"Guidelines" means the State Water Board's "Drinking Water For Schools Grant Program Funding Guidelines," as adopted May 16, 2017, and amended from time to time.

"Party Contact" means, for the Recipient, the Authorized Representative of the Recipient or any designee of the Authorized Representative, and, for the State Water Board, the Grant Manager or the Program Analyst. The Party Contacts are set forth in this Agreement.

"Project" means the Project financed by this Agreement, as described in Exhibit A and in the documents incorporated by reference.

"Project Completion" means, as determined by the Division, that the Project is complete to the reasonable satisfaction of the Division.

"Project Costs" means the incurred costs of the Recipient which are eligible for financial assistance under this Agreement, which are allowable costs as defined under the Guidelines, and which are reasonable, necessary and allocable by the Recipient to the Project under GAAP.

"Project Director" means an employee of the Recipient designated by the Authorized Representative to be responsible for the overall management of the administrative and technical aspects of the executed Agreement. The Project Director is set forth in this Agreement.

"Recipient" means Warner Unified School District.

"State" means State of California.

"State Water Board" means the California State Water Resources Control Board, an administrative and regulatory agency of the State of California.

"Technical Contact" means technical staff assigned to the Project who is responsible for tasks that require technical background in reviewing and approving a specific document or progress report and conducting site visits.

"Work Completion" means the Recipient's submittal of all work set forth under Exhibit A for review and approval by the Division. The Division may require corrective work to be performed prior to Project Completion. Any work occurring after the Work Completion Date will not be reimbursed under this Agreement.

"Work Completion Date" means the date set forth in Exhibit A that is the last date on which Project Costs may be incurred under this Agreement.

"Year" means calendar year unless otherwise expressly indicated.

## 2. Party Contacts

The Party Contacts during the term of this Agreement are:

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State Water Board	Warner Unified School District
Section: Division of Financial Assistance	
Name: Mark Feng <b>Ravi Jawanda</b> , Grant Manager	Name: Andrea Sissons, Project Director
Address: 1001 I Street, 17 <sup>th</sup> floor	Address: PO Box 8
City, State, Zip: Sacramento, CA 95814	City, State, Zip: Warner Springs, CA 92086
Phone: (916) 341-5827 <b>341-5865</b>	Phone: (760) 782-3517
Fax: (916) 341-5296	Fax:
Email: <a href="mailto:mark.feng@waterboards.ca.gov">mark.feng@waterboards.ca.gov</a> <a href="mailto:ravinder.jawanda@waterboards.ca.gov">ravinder.jawanda@waterboards.ca.gov</a>	Email: <a href="mailto:andrea.sissons@warnerusd.net">andrea.sissons@warnerusd.net</a>

State Water Board, Division of Drinking Water, San Diego District
Section: Division of Financial Assistance
Name: Sean Sterchi, Technical Contact
Address: 1350 Front Street, Room 2050
City, State, Zip: San Diego, CA 92101
Phone: (619) 525-4159
Fax: (619) 525-4383
Email: <a href="mailto:sean.sterchi@waterboards.ca.gov">sean.sterchi@waterboards.ca.gov</a>

Direct inquiries to:

State Water Board	Warner Unified School District
Section: Division of Financial Assistance	
Name: Anna Petrosyan <b>Patty Eid</b> , Program Analyst	Name: Andrea Sissons, Grant Contact
Address: 1001 I Street, 17 <sup>th</sup> Floor	Address: PO Box 8
City, State, Zip: Sacramento, CA 95814	City, State, Zip: Warner Springs, CA 92086
Phone: (916) 349-9068 <b>341-5724</b>	Phone: (760) 782-3517
Fax: (916) 341-5296	Fax:
Email: <a href="mailto:anna.petrosyan@waterboards.ca.gov">anna.petrosyan@waterboards.ca.gov</a> <a href="mailto:patty.eid@waterboards.ca.gov">patty.eid@waterboards.ca.gov</a>	Email: <a href="mailto:andrea.sissons@warnerusd.org">andrea.sissons@warnerusd.org</a>

The Recipient may change its Project Director upon written notice to the Grant Manager, which notice shall be accompanied by authorization from the Recipient's Authorized Representative. The State Water Board will notify the Project Director of any changes to its Party Contacts.

### 3. Exhibits and Appendices Incorporated

The following exhibits and appendices to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A -- SCOPE OF WORK

EXHIBIT B -- FUNDING PROVISIONS

EXHIBIT C -- STANDARD TERMS AND CONDITIONS

EXHIBIT D -- ACCESS PROJECT DESCRIPTION

EXHIBIT E -- BOTTLED WATER DISTRIBUTION SUMMARY TRACKING SHEET

4. Representations, Warranties, and Commitments

The Recipient represents, warrants, and commits to the following as of the Eligible Start Date set forth in Exhibit B and continuing thereafter for the term of this Agreement:

- (a) General Commitments. The Recipient accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Recipient in its application, accompanying documents, and communications filed in support of its request for financial assistance and throughout the term of this Agreement.
- (b) Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.
- (c) No Violations. The execution, delivery, and performance by the Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which the Recipient is a party or by which the Recipient is bound as of the date set forth on the first page hereof.
- (d) Property Rights. The Recipient owns or has sufficient property rights in the Project property for the longer of the useful life or the term of this Agreement, either in fee simple or for a term of years that is not subject to third-party revocation during the useful life of the Project.
- (e) No Litigation. There are no pending or, to the Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient and/or the Project.
- (f) Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Recipient. As of the date set forth on the first page hereof, the Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due.
- (g) Legal Status and Eligibility. The Recipient is duly organized and existing and in good standing under the laws of the State of California, and will remain so during the term of this Agreement. The Recipient shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. The Recipient shall maintain its eligibility for funding under this Agreement for the term of this Agreement.
- (h) Good Standing. The Recipient is currently in compliance with the State requirements set forth in Exhibit C. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with previous State audit disallowances.
- (i) Insurance. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement including, for example, but not necessarily limited to: general liability, automobile liability, worker's compensation and employer's liability, and professional liability.

5. Project Completion

The Recipient shall expeditiously proceed with and complete the Project in substantial accordance with this Agreement.

6. Notice

- (a) The Recipient shall notify the Division in writing within five (5) working days of the occurrence of the following:
  - (1) Bankruptcy, insolvency, receivership or similar event of the Recipient;
  - (2) Actions taken pursuant to state law in anticipation of filing for bankruptcy;
  - (3) Change of management or service contracts, if any, for the Project; or
  - (4) Any Event of Default, except as set forth in subdivisions (b) or (c) of this section.
- (b) The Recipient shall notify the Division within ten (10) working days of any litigation pending or threatened against the Recipient regarding its continued existence, consideration of dissolution, or reincorporation.
- (c) The Recipient shall notify the Division promptly of the following:
  - (1) Any proposed change in the scope of the Project. Under no circumstances may the Recipient undertake substantial changes to the scope of the Project without providing the Division with prior written notice of the proposed change and receiving prior written approval from the Division;
  - (2) Cessation of work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
  - (3) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Work Completion;
  - (4) Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction of the Project, the Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient agrees to implement appropriate actions as directed by the Division;
  - (5) Discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during construction of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;
  - (6) Any Project monitoring, demonstration, or other implementation activities such that the State Water Board staff may observe and document such activities;

- (7) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by State representatives with at least ten (10) working days' notice to the Division; or

- (8) Work Completion and Project Completion.

#### **7. Project Site Access**

The Recipient shall ensure that the State Water Board, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during the Project.

#### **8. No Obligation of the State; State Budget Act Contingency**


Any obligation of the State Water Board contained herein shall not be an obligation, debt, or liability of the State and any such obligation shall be payable solely out of the moneys appropriated by the State Legislature to the State Water Board from the special fund associated with this Agreement.

If the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any payments under this Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Recipient or to furnish any other considerations under this Agreement, and the Recipient shall not be obligated to perform any provisions of this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for payment over any other recipient.

If this Agreement's funding for any Fiscal Year expires due to reversion or is reduced, substantially delayed, or deleted by the Budget Act, by Executive Order, or by order or action of the Department of Finance, the State Water Board has the option to either cancel this Agreement with no liability accruing to the State Water Board, or offer an Agreement amendment to the Recipient to reflect the reduced amount.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

WARNER UNIFIED SCHOOL DISTRICT:

By: 

Name: David MacLeod

Title: Superintendent

Date: 4/28/21

STATE WATER RESOURCES CONTROL BOARD:

By: \_\_\_\_\_

Name: Leslie S. Laudon

Title: Deputy Director  
Division of Financial Assistance

Date: \_\_\_\_\_

**EXHIBIT A – SCOPE OF WORK**

**A-1. Completion Date**

The Work Completion Date is established as ~~FEBRUARY 28, 2024~~ **FEBRUARY 28, 2023**. Work occurring after the Work Completion Date, including corrective actions, is not eligible for reimbursement with Grant Funds.

**A-2. Purpose**

This grant is for the benefit of the Recipient. This grant is for the purpose of installing drinking water access improvements; Point of Use treatment devices (POUs) to reduce Arsenic to below the Maximum Contaminant Level; and for the purchase and delivery of bottled drinking water for the students and staff at Warner Elementary School and Warner Junior/High School (Schools).

**A-3. Scope of Work**

The Recipient agrees to do the following:

**1. Project Management**

- 1.1 Provide all technical and administrative services as needed for Project completion; monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to ensure the Project is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
- 1.2 Comply with the Department of General Services, Division of State Architect (DSA) approval process, if required.
- 1.3 Conduct pre-, during, and post-construction photo monitoring and submit to the Grant Manager with the associated quarterly progress report(s).
- 1.4 Conduct periodic and final site visits with the Technical Contact and/or Grant Manager, as necessary.

**2. Planning and Design**

- 2.1 Develop and submit to the Technical Contact for comment, a Treatment Strategy, Pilot Testing Protocol, Operations and Maintenance Plan, and Monitoring Program for the POUs in accordance with Exhibit D using the templates provided by the Grant Manager.
  - 2.1.1 Submit the document(s) in Item 2.1, including any comments from the Technical Contact, to the Grant Manager for approval.

**3. POU Pilot Testing**

- 3.1 Select an appropriately qualified and licensed contractor for the installation of the POU to be pilot tested.
- 3.2 Purchase and install one (1) drinking water fountain and the approved POU for pilot testing. Notify the Technical Contact when the installation is completed.
- 3.3 Perform pilot testing on the installed POU, including water quality testing, in accordance with the approved Pilot Testing Protocol in Item 2.1.1.



- 3.4 Evaluate the results of the pilot testing and create and submit a report to the Technical Contact and Grant Manager describing the findings and the feasibility of installing POU's throughout the School.
  - 3.4.1 If the results of the pilot testing indicate that POU's are not a feasible solution, the Recipient will not install drinking water fountains and POU's at the remaining locations. Notify the Technical Contact and Grant Manager and do not proceed with the tasks identified in Items 4 through 7.
  - 3.4.2 If the results of the pilot testing indicate that POU's are a feasible solution, notify the Technical Contact and Grant Manager, and proceed with the tasks identified in Items 4 through 7.
- 4. Permitting
  - 4.1 Submit applications for the appropriate Division of Drinking Water (DDW) permit amendment for the POU's to the Technical Contact for approval, if required, prior to installing the POU's at the remaining locations throughout the School.
    - 4.1.1 Submit a copy of the permit amendment application to the Grant Manager, if applicable.
  - 4.2 Obtain confirmation from the Technical Contact that the application is complete, and that approval is granted to proceed with Item 5.1. Submit a copy of the confirmation to the Grant Manager, if applicable.
- 5. POU and Drinking Water Access Improvement Installation
  - 5.1 Install the drinking water access improvements and POU's at the remaining locations in accordance with Exhibit D and Item 2.1.1, utilizing an appropriately licensed and qualified contractor. Submit photo documentation to the Technical Contact and the Grant Manager with the associated quarterly progress reports.
  - 5.2 Coordinate an inspection of the installed POU's with the Technical Contact. Obtain approval from the Technical Contact before the POU's are put into service and bottled water deliveries in Item 8 are discontinued. Submit a copy of the approval to the Grant Manager.
  - 5.3 Notify the Grant Manager of any proposed changes that arise during construction that may affect the Project's scope, schedule, or costs.
- 6. POU Operations and Maintenance
  - 6.1 Operate and maintain each installed POU in accordance with the approved Operations and Maintenance Plan in Item 2.1.1.
    - 6.1.1 Complete reporting in accordance with the approved Monitoring Program in Item 2.1.1 and submit to the Technical Contact and Grant Manager.
    - 6.1.2 Determine the appropriate Primary Station Codes (PS Codes) for electronic data submittal in consultation with Technical Contact.

- 6.1.3 Submit the water quality test results to DDW via electronic data submittal using PS Codes in Item 6.1.2. Submit proof of electronic data submission to the Grant Manager.

7. Education and Outreach

- 7.1 Develop and implement an education and outreach plan to inform the students and staff of the benefits associated with the Project and submit the plan to the Grant Manager.
- 7.2 Conduct a minimum of ~~three~~ **two (2) virtual or in person** assembly meeting(s) ~~at each school~~ to inform the students and staff about the Project. Submit photo documentation to the Grant Manager with the associated quarterly progress report.

8. Bottled Drinking Water Distribution

- 8.1 Submit a copy of any signed Bottled Water Vendor Contracts between the Recipient and any providers of Project services to the Grant Manager.
- 8.2 Notify the students, parents/guardians, and staff at the Schools of the availability of bottled water.
- 8.3 Notify the Grant Manager no later than five (5) days prior to commencing the initial bottled drinking water service delivery.
- 
- 8.4 Purchase and deliver or make available, bottled drinking water in five-gallon bottles, totaling approximately six hundred sixty (660) gallons of bottled water per month, to the students and staff at the Schools.
- 8.5 Maintain accurate records of all bottled drinking water purchased for and provided to the students and staff and submit the records to the Grant Manager. The records shall include, but not be limited to, the following dates and amounts of water purchased, amount (in gallons) of water distributed, and cost of water distribution.
- 8.6 Maintain the Bottled Water Distribution Summary Tracking Sheet (see Exhibit E) and submit an updated copy with each invoice package.
- 8.7 Discontinue distribution of bottled drinking water upon receiving approval from the Technical Contact in Item 5.2.

A-4. Reporting

- (a) Progress Reports. The Recipient shall submit quarterly progress reports, using a format provided by the Grant Manager, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the Grant Manager. Progress reports shall provide the status of the long-term solution (if applicable), a brief description of activities that have occurred, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement during the applicable reporting period. Reporting shall be required even if no grant-related activities occurred during the reporting period. The Recipient shall document all activities and expenditures in progress reports, including work performed by contractors.
- (b) As Needed Information or Reports. The Recipient agrees to submit expeditiously, during the term of this Agreement, such reports, data, and information as may be reasonably required by the

Division including, but not limited to, material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.

- (c) **Final Reports.** At the conclusion of the Project, the Recipient must submit the following to the Grant Manager:
- (1) **Draft Final Project Report.** Prepare and submit to the Grant Manager, for review and comment, a draft Final Project Report in a format provided by the Grant Manager.
  - (2) **Final Project Report.** Prepare a Final Project Report that addresses, to the extent feasible, comments made by the Grant Manager on the draft Final Project Report. Submit one (1) reproducible master copy and an electronic copy of the final. Upload an electronic copy of the final report in pdf format to the FAAST system.

A-5. Submittal Schedule

Failure to provide items by the due dates indicated in the Submittal Schedule below may constitute a material violation of this Agreement. However, the dates in the "Estimated Due Date" column of this Submittal Schedule may be adjusted as necessary during the Disbursement Period with Grant Manager approval. All work or submittals must be achieved with relevant submittals approved by the Division prior to the Work Completion Date, and the final Disbursement Request submitted prior to the Final Disbursement Request Date set forth in Exhibit B.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
<b>EXHIBIT A-3 SCOPE OF WORK</b>			
1.	Project Management		
1.3	Pre, During, and Post-Construction Photo Documentation		Ongoing
1.4	Periodic and Final Site Visits		As Needed
2.	Planning and Design		
2.1.1	Treatment Strategy, Pilot Testing Protocol, Operations and Maintenance Plan, and Monitoring Progress Documentation		4 Months After Execution
3.	POU Pilot Testing		
3.4	Pilot Test Evaluation Report	<del>April 30, 2020</del> <b><u>October 31, 2021</u></b>	
3.4.1	Notification of POU not Feasible		If Applicable
3.4.2	Notification to Install POU's		If Applicable
4.	Permitting		
4.1.1	Permit Amendment Application		If Applicable
4.2	Confirmation Application Completeness		If Applicable
5.	POU Treatment and Drinking Water Access Improvement Installation		
5.1	Photo Documentation of Installation		Ongoing
5.2	POU Inspection Approval		<del>October 2020</del> <b><u>October 2022</u></b>
5.3	Notification of Proposed Changes		Ongoing
6	POU Operations and Maintenance		
6.1.1	Operations and Maintenance Reporting		Ongoing
6.1.2	Electronic Data Submittal of Water Quality Results		Ongoing
7	Education and Outreach		
7.1	Education and Outreach Plan		4 Months After Execution

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
7.2	Photo Documentation of Assembly Meeting		<del>November 2020</del> <b><u>November 2022</u></b>
8.	Bottled Drinking water Distribution		
8.1	Signed Bottled Drinking Water Vendor Contract		<del>30</del> <b>45</b> Days After Execution
8.3	Notification of Initial Bottled Drinking Water Service Delivery		<del>30</del> <b>45</b> Days After Execution
8.5	Bottled Drinking Water Distribution Records		Quarterly
8.6	Bottled Water Summary Tracking Sheet (Exhibit D)		Quarterly
<b>EXHIBIT A-4 REPORTING</b>			
(a)	Progress Reports	Quarterly	
(b)	As Needed Information or Reports		As Needed
(c)	Final Reports		
(c)(1)	Draft Final Project Report	<del>December 31, 2020</del> <b><u>December 31, 2022</u></b>	
(c)(2)	Final Project Report	<del>January 31, 2021</del> <b><u>January 31, 2023</u></b>	
<b>EXHIBIT B FUNDING PROVISIONS</b>			
3 (b)	Final Disbursement Request	<del>March 31, 2021</del> <b><u>March 31, 2023</u></b>	
8 (b)(4)	Disbursement Requests	Quarterly	

**EXHIBIT B – FUNDING PROVISIONS**

**B-1. Project Funding**

Subject to the terms of this Agreement, the State Water Board agrees to provide Grant Funds in the amount of up to ~~ONE HUNDRED EIGHT THOUSAND EIGHTY TWO DOLLARS (\$108,082)~~ **ONE HUNDRED FORTY-NINE THOUSAND EIGHT HUNDRED NINETY-THREE DOLLARS (\$149,893).**

**B-2. Estimated Reasonable Total Project Cost**

The estimated reasonable cost of the total Project is ~~ONE HUNDRED EIGHT THOUSAND EIGHTY TWO DOLLARS (\$108,082)~~ **ONE HUNDRED FORTY-NINE THOUSAND EIGHT HUNDRED NINETY-THREE DOLLARS (\$149,893).**

**B-3. Funding Dates**

- (a) The Eligible Start Date is AUGUST 1, 2018. Otherwise eligible costs incurred prior to this date will not be reimbursed.
- (b) The Final Disbursement Request Date is ~~MARCH 31, 2024~~ **MARCH 31, 2023**. The Deputy Director of the Division may extend this date for good cause. Extensions may require an amendment to this Agreement. All Disbursement Requests must be submitted to the Division such that they are received prior to this date. Late Disbursement Requests will not be honored, and remaining amounts will be deobligated.

**B-4. Financial Assistance Contingency and Exclusions**

The State Water Board's disbursement of Grant Funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement.

**B-5. Budget Summary**

LINE ITEM	GRANT FUNDS
Direct Project Administration Costs	<del>\$ 2,128</del> <b>\$6,000</b>
Planning/Design/Engineering/Environmental	<del>\$ 11,771</del> <b>\$9,064</b>
Construction/Implementation	<del>\$ 66,331</del> <b>\$123,884</b>
Monitoring/Performance	<del>\$ 16,960</del> <b>\$5,820</b>
Education/Outreach	<del>\$ 6,200</del> <b>\$5,125</b>
<b>TOTAL PROJECT COST</b>	<b><del>\$ 108,082</del></b> <b>\$149,893</b>

**B-6. Budget Flexibility**

- (a) Subject to the prior review and approval of the Grant Manager, adjustments between existing line items may be used to defray allowable direct costs up to fifteen percent (15%) of the total Grant Funds, including any amendment(s) thereto. Line item adjustments in excess of fifteen percent (15%) require an Agreement amendment. If the detailed budget includes an amount for the Recipient's personnel costs, that amount is based on the hours, classifications, and rates submitted by the Recipient in its application. Any changes to the hours, classifications, and rates must be approved, in advance and in writing, by the Grant Manager.
- (b) The Recipient may submit a request for an adjustment in writing to the Grant Manager. Such adjustment may not increase or decrease the total grant amount. The Recipient shall submit a copy of the original Agreement budget sheet reflecting the requested changes and shall note proposed changes by striking out the original amount(s) followed with proposed change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item shall require a formal amendment. The Division may also propose budget adjustments.
- (c) The sum of adjusted line items shall not exceed the total budget amount.

**B-7. Project Costs**

The Recipient agrees to pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Grant Funds are not sufficient to pay the Project Costs in full, the Recipient shall nonetheless complete the Project and pay that portion of the Project Costs in excess of available Grant Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

**B-8. Disbursement of Grant Funds; Availability of Grant Funds**

- (a) The State Water Board's obligation to disburse Grant Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure of the State government to appropriate funds necessary for disbursement of Grant Funds, the State Water Board shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other recipient. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any Fiscal Year expires due to reversion or is reduced, substantially delayed, or deleted by the Budget Act, by Executive Order, or by order or action of the Department of Finance, the State Water Board has the option to either cancel this Agreement with no liability accruing to the State Water Board, or offer an Agreement amendment to the Recipient to reflect the reduced amount.
- (b) Except as may be otherwise provided in this Agreement, disbursement of Grant Funds will be made as follows:
  - (1) Upon execution and delivery of this Agreement, the Recipient may submit a Disbursement Request for eligible Project Costs through submission to the State Water Board using the Disbursement Request form and Reimbursement Request form provided by the Grant Manager.

- (2) Disbursement Requests shall contain the following information:
  - a. The date of the request;
  - b. The time period covered by the request, i.e., the term "from" and "to";
  - c. The total amount requested;
  - d. Original signature and date (in ink) of the Recipient's Project Director or his/her designee; and
  - e. The Final Disbursement Request shall be clearly marked "FINAL DISBURSEMENT REQUEST" and shall be submitted NO LATER THAN MARCH 31, 2024 MARCH 31, 2023.
- (3) Disbursement Requests must be itemized based on the line items specified in the budget in this Exhibit. Disbursement Requests must be complete, signed by the Recipient's Project Director or his/her designee and addressed to the Grant Manager as set forth in the Party Contacts section of this Agreement. Disbursement Requests submitted in any other format than the one provided by the State Water Board will cause a Disbursement Request to be disputed. In the event of such a dispute, the Grant Manager will notify the Recipient. Payment will not be made until the dispute is resolved and a corrected Disbursement Request submitted. The Grant Manager has the responsibility for approving Disbursement Requests. Project Costs incurred prior to the Eligible Start Date of this Agreement will not be reimbursed.
- (4) Grant Funds must be requested quarterly via Disbursement Request for eligible costs incurred during the reporting period of the corresponding progress report, describing the activities and expenditures for which the disbursement is being requested. Each Disbursement Request must be accompanied by a progress report. Failure to provide timely Disbursement Requests may result in such requests not being honored.
- (5) The Recipient agrees that it will not submit any Disbursement Requests that include any Project Costs until such costs have been incurred and are currently due and payable by the Recipient; although, the actual payment of such costs by the Recipient is not required as a condition of the Disbursement Request. Supporting documentation (e.g., receipts) must be submitted with each Disbursement Request. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Disbursement of Grant Funds will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed Disbursement Request.
- (6) The Recipient will not seek reimbursement of any Project Costs that have been reimbursed from other funding sources.
- (7) The Recipient shall use Grant Funds within thirty (30) days of receipt to reimburse contractors, vendors, and other Project Costs. Any interest earned on Grant Funds shall be reported to the State Water Board and will either be required to be returned to the State Water Board or deducted from future disbursements. In the event that the Recipient fails to disburse Grant Funds to contractors or vendors within thirty (30) days from receipt of the Grant Funds, the Recipient shall immediately return such Grant Funds to the State Water Board. Interest shall accrue on such Grant Funds from the date of disbursement through the date of mailing of Grant Funds to the State Water Board. If the Recipient held such Grant Funds in interest-bearing accounts, any interest earned on the Grant Funds shall also be due to the State Water Board.



- (8) The Recipient shall submit its final Disbursement Request no later than the Final Disbursement Request Date specified herein unless prior approval is granted by the Division. If the Recipient fails to do so, then the undisbursed balance of this Agreement will be deobligated.
- (9) The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.
- (10) Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner that is in violation of or in conflict with federal or state laws, policies, or regulations.
- (11) The Recipient agrees that it shall not be entitled to interest earned on undisbursed Grant Funds.
- (12) Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Recipient. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Grant Manager.
- (13) The Recipient must include any other documents or requests required or allowed under this Agreement.

**B-9. Withholding of Disbursements and Material Violations**

- (a) Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Grant Funds until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.
- (b) The State Water Board may withhold all or any portion of the funds provided for by this Agreement in the event that:
  - (1) The Recipient has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or
  - (2) The Recipient fails to maintain reasonable progress toward Project Completion.

**B-10. Remaining Balance**

In the event the Recipient does not request all of the Grant Funds encumbered under this Agreement, any remaining Grant Funds revert to the State.

**B-11. Fraud and Misuse of Public Funds**

All Disbursement Requests submitted shall be accurate and signed under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Recipient shall not submit any Disbursement Request containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such. Any eligible costs for which the Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected

occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of Grant Funds and/or termination of this Agreement requiring the repayment of all Grant Funds disbursed hereunder. Additionally, the Deputy Director of the Division may request an audit and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

**EXHIBIT C – STANDARD TERMS AND CONDITIONS**

**C-1. Accounting and Auditing Standards**

The Recipient shall maintain GAAP-compliant Project accounts, including GAAP requirements relating to the reporting of infrastructure assets.

**C-2. Amendment**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

**C-3. Assignability**

This Agreement is not assignable by the Recipient, either in whole or in part.

**C-4. Audit**

- (a) The Division, at its option, may call for an audit of financial information relative to the Project, if the Division determines that an audit is desirable to assure program integrity or if such an audit becomes necessary because of state or federal requirements. Where such an audit is called for, the audit shall be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit shall be in the form required by the Division.
- (b) Audit disallowances will be returned to the State Water Board. Failure to comply with audit disallowance provisions shall disqualify the Recipient from participating in State Water Board funding programs.

**C-5. Bonding**

Where contractors are used, the Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00.

**C-6. Continuous Use of Project; Lease or Disposal of Project**

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, or dispose of the Project or any significant part or portion thereof during the useful life of the Project without prior written approval of the Deputy Director of the Division. Such approval may be conditioned as determined to be appropriate by the Deputy Director of the Division, including a condition that a long-term solution be satisfactorily implemented or a condition that the Recipient repay all Grant Funds or any portion of all remaining Grant Funds covered by this Agreement together with accrued interest and any penalty assessments which may be due.

**C-7. Claims**

Any claim of the Recipient is limited to the rights, remedies, and claims procedures provided to the Recipient under this Agreement.

**C-8. Competitive Bidding**

The Recipient shall adhere to any applicable state law or local ordinance for competitive bidding and applicable labor laws.

**C-9. Compliance with Law, Regulations, etc.**

The Recipient agrees that it shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Recipient agrees that, to the extent applicable, the Recipient shall:

- (a) Comply with the provisions of the adopted environmental mitigation plan, if any, for the term of this Agreement;
- (b) Comply with the Guidelines; and
- (c) Comply with and require compliance with the list of state laws (cross-cutters) in Section C-31 of this Agreement.

**C-10. Conflict of Interest**

The Recipient certifies that its owners, officers, directors, agents, representatives, and employees are in compliance with applicable state and federal conflict of interest laws.

**C-11. Disputes**

- (a) The Recipient may appeal a staff decision within thirty (30) days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within thirty (30) days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.
- (b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.
- (c) The Recipient shall continue with the responsibilities under this Agreement during any dispute.
- (d) This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

**C-12. Financial Management System and Standards**

The Recipient agrees to comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal or state government and tracking of Project Costs to a level of expenditure adequate to establish that such Grant Funds have not been used in violation of federal or state laws or the terms of this Agreement.

**C-13. Governing Law**

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

**C-14. Income Restrictions**

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement shall be paid by the Recipient to the State Water Board, to the extent that they are properly allocable to Project Costs for which the Recipient has been reimbursed by the State Water Board under this Agreement.

**C-15. Indemnification and State Reviews**

The parties agree that review or approval of Project documents by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, and its officers, employees, and agents (collectively, "Indemnified Persons"), from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the Project; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement, except those arising from the gross negligence or willful misconduct of the Indemnified Persons. The Recipient shall also provide for the defense and indemnification of the Indemnified Parties in any contractual provision extending indemnity to the Recipient in any contract let for the performance of any work under this Agreement, and shall cause the Indemnified Parties to be included within the scope of any provision for the indemnification and defense of the Recipient in any contract or subcontract. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution.

Notwithstanding the foregoing, the Recipient shall have no obligation to indemnify, defend, hold harmless, pay or discharge any losses, claims, damages, judgement, liabilities, or expenses arising from the gross negligence or willful misconduct of any Indemnified Persons. The provisions of this section shall survive the term of this Agreement and the discharge of the Recipient's obligations hereunder.

**C-16. Independent Actor**

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

**C-17. Integration**

This Agreement is the complete and final Agreement between the parties.

**C-18. Non-Discrimination Clause**

- (a) During the performance of this Agreement, the Recipient and its contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.
- (b) The Recipient, its contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- (c) The Recipient, its contractors, and subcontractors shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- (d) The Recipient, its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (e) The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

**C-19. No Third Party Rights**

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

**C-20. Operation and Maintenance; Insurance**

The Recipient agrees to sufficiently and properly staff, operate and maintain all portions of the Project during its useful life in accordance with all applicable state and federal laws, rules, and regulations.

The Recipient will procure and maintain or cause to be maintained insurance on the Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the Project) as are usually covered in connection with systems similar to the Project. Such insurance may be maintained by the maintenance of a self-insurance plan so long as any such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund funded in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the Project. The Recipient shall begin such reconstruction, repair or replacement as expeditiously as possible, and shall pay out of such net proceeds all costs and expenses

in connection with such reconstruction, repair or replacement so that the same shall be completed and the Project shall be free and clear of all claims and liens.

**C-21. Other Assistance**

If funding for Project Costs is made available to the Recipient from sources other than this Agreement, the Recipient shall immediately notify the Grant Manager. To the extent allowed by requirements of other funding sources, excess funding shall be remitted to the State Water Board.

**C-22. Permits; Contracting; Disqualification**

The Recipient shall comply in all material respects with all applicable federal, state and local laws, rules and regulations. The Recipient shall procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses shall be submitted to the Division before implementation or construction begins.

For any work related to this Agreement, the Recipient shall not contract or allow subcontracting with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at [http://www.waterboards.ca.gov/water\\_issues/programs/enforcement/fwa/dbp.shtml](http://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.shtml). The Recipient shall not contract or allow subcontracting with any party who is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

**C-23. Prevailing Wages**

The Recipient agrees to be bound by all applicable provisions of the State Labor Code regarding prevailing wages. The Recipient shall monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met.

**C-24. Professionals**

The Recipient agrees that only professionals with valid licenses in the State of California will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architecture, or geologic sciences shall be prepared by or under the direction of persons registered to practice in California. All technical reports must contain the statement of the qualifications of the responsible registered professional(s). Technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

**C-25. Public Funding**

This Project is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

**C-26. Public Records**

The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Project records and locations are public records including, but not limited to, all of the submissions accompanying the application, all of the documents incorporated by reference into this Agreement, and all reports, disbursement requests, and supporting documentation submitted hereunder.

**C-27. Recipient's Responsibility for Work**

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

**C-28. Records**

Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient agrees to:

- (a) Establish an official file for the Project, which shall adequately document all significant actions relative to the Project.
- (b) Establish separate accounts, which will adequately and accurately depict all amounts received and expended on the Project, including all assistance funds received under this Agreement.
- (c) Establish separate accounts, which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to assistance funds disbursed under this Agreement.
- (d) Establish an accounting system, which will accurately depict final total costs of the Project, including both direct and Indirect Costs.
- (e) Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- (f) If a Force Account is used by the Recipient for the Project, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee.
- (g) Maintain separate books, records, and other material relative to the Project.
- (h) Retain such books, records, and other material for itself and for each contractor or subcontractor who performed work on this Project for a minimum of seven (7) years after Work Completion. The Recipient shall require that such books, records, and other material be subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the Bureau of State Audits, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned, and shall allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar right regarding audit, interviews, and records retention in any subcontract related to the performance of this Agreement. The provisions of this section shall survive the term of this Agreement.



**C-29. Related Litigation**

The Recipient is prohibited from using Grant Funds to pay costs associated with any litigation the Recipient pursues. Regardless of whether the Project or any eventual related project is the subject of litigation, the Recipient agrees to complete the Project funded by the Agreement or to repay all Grant Funds plus interest to the State Water Board.

**C-30. Rights in Data**

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request.

**C-31. State Cross-Cutter Compliance**

The Recipient represents and certifies that, to the extent applicable, it is in compliance with the following conditions precedent and agrees that it will continue to maintain compliance during the term of this Agreement:

- (a) **Agricultural Water Management Plan Consistency.** A Recipient that is an agricultural water supplier as defined by section 10608.12 of the Water Code must comply with the Agricultural Water Management Planning Act. (Wat. Code, § 10800 et seq.)
- (b) **California Environmental Quality Act (CEQA).** Implementation and construction activities must comply with CEQA and potentially other environmental review requirements, including the National Environmental Policy Act (NEPA). Proceeding with work subject to CEQA and/or NEPA without environmental clearance by the State Water Board shall constitute a breach of a material provision of this Agreement.
- (c) **Contractor and Subcontractor Requirements.** (Labor Code, §§ 1725.5, 1771.1, and 1773.3.) For public works contracts, the Recipient acknowledges that the Recipient's contractor(s) and subcontractor(s) must register with the Department of Industrial Relations. If the Recipient is the awarding body for a public works contract, the Recipient acknowledges that it is required to provide notice of the public works contract to the Department of Industrial Relations.
- (d) **Delta Plan Consistency Findings.** (Wat. Code, § 85225 and Cal. Code of Regulations, title 23, § 5002.) If the Recipient is a state or local public agency and the proposed action is covered by the Delta Plan, the Recipient will submit a certification of project consistency with the Delta Plan to the Delta Stewardship Council prior to undertaking the implementation/construction project associated with this Project.
- (e) **State Water Board's Drought Emergency Water Conservation regulations.** (Cal. Code of Regulations, Title 23, chapter 2, article 22.5.) The Recipient will include a discussion of its compliance and implementation in progress reports submitted pursuant to this Agreement.
- (f) **SBx7-7: Sustainable Water Use and Demand Reduction** (Wat. Code, § 10608 et seq.). SBx7-7 conditions the receipt of a water management grant or loan for urban water suppliers on achieving gallons per capita per day reduction targets with the end goal of a twenty percent (20%)

reduction by 2020. The Recipients that are urban water suppliers shall provide proof of compliance with SBx7-7.

- (g) Urban Water Demand Management. (Wat. Code, § 10631.5.) If the Recipient is an "urban water supplier" as defined by Water Code section 10617, the Recipient certifies that it is implementing water demand management measures approved by the Department of Water Resources.
- (h) Urban Water Management Planning Act. (Wat. Code, § 10610 et seq.) If the Recipient is an "urban water supplier" as defined by Water Code section 10617, the Recipient certifies that it has submitted an Urban Water Management Plan that has been deemed complete by the Department of Water Resources and is in compliance with that plan. This shall constitute a condition precedent to this Agreement.
- (i) Urban Water Supplier. (Wat. Code, §§ 526 and 527.) If the Recipient is an urban water supplier as defined by Water Code section 10617, it shall have complied and maintain compliance with sections 526 and 527 of the Water Code relating to installation of meters and volumetric charging.
- (j) Water Diverter. (Wat. Code, § 5103.) If the Recipient is a water diverter, the Recipient must maintain compliance by submitting monthly diversion reports to the Division of Water Rights of the State Water Board.
- (k) Water Quality Compliance. The Recipient shall ensure that the Project shall maintain consistency with Division 7 of the Water Code (commencing with section 13000).

- (l) Water Quality Monitoring. If water quality monitoring is required as part of the Project, the Recipient shall collect and report water quality monitoring data to the State Water Board in a manner that is compatible and consistent with surface water monitoring data systems or groundwater monitoring data systems administered by the State Water Board.
- (m) Wild and Scenic Rivers. The Recipient shall ensure that the Project will not have an adverse effect on the values upon which a wild and scenic river or any other river is afforded protections pursuant to the California Wild and Scenic Rivers Act or the federal Wild and Scenic Rivers Act.

#### C-32. State Water Board Action; Costs and Attorney Fees

Any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

#### C-33. Termination; Immediate Repayment; Interest

- (a) This Agreement may be terminated at any time, at the option of the State Water Board, upon any Event of Default after such violation has been called to the attention of the Recipient and after failure of the Recipient to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the Division.
- (b) In the event of such termination, the Recipient agrees, upon demand, to immediately repay to the State Water Board an amount equal to Grant Funds disbursed hereunder, accrued interest, penalty assessments, and additional payments. In the event of termination, interest shall accrue

on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Recipient to the date all moneys due have been received by the State Water Board.

**C-34. Timeliness**

Time is of the essence in this Agreement.

**C-35. Unenforceable Provision**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

**C-36. Venue**

The State Water Board and the Recipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

**C-37. Waiver and Rights of the State Water Board**

Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter.

Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

EXHIBIT D – ACCESS PROJECT DESCRIPTION

Warner Elementary School			
Recipient Agrees to Replace:	Recipient Agrees to Install:	Location*	Approved (Yes/No)**
1 bi-level drinking fountain	2 <del>1</del> single level <b><u>freeze-resistant</u></b> non-chilled drinking fountain w/bottle filler + POU unit	Units #1 & #2: Near Elementary School Room 1.	Yes. Existing fountain is broken. <b><u>Located in a highly trafficked area by students and staff. Freeze resistant unit because tap is located outside.</u></b> POU to remove arsenic contamination. The two units serve as one hi/low unit.
n/a – new install	1 <del>bi</del> <b><u>single-level freeze-resistant non-chilled</u></b> fountain w/bottle filler + POU unit	Unit #3: near preschool Rooms <del>7</del> <b><u>8 and 9.</u></b>	Yes. Located near a preschool room and no nearby fountain for use. <b><u>Freeze resistant unit because tap is located outside.</u></b> POU to remove arsenic contamination.
Previous fountain removed	1 freeze resistant pedestal fountain + POU unit	Unit #4: near basketball court and playground.	Yes. Previous fountain was removed due to arsenic contamination. Freeze resistant unit because located outside playground. POU to remove arsenic contamination.
Previous fountain removed	1 <del>bi</del> <b><u>single-level freeze-resistant</u></b> fountain w/bottle filler + POU unit	Unit #5: near junior/high school Room 113.	Yes. Previous fountain was removed due to arsenic contamination. <b><u>Freeze resistant unit because tap is located outside.</u></b> POU to remove arsenic contamination.
n/a – new install	1 bi-level, chilled fountain w/bottle filler + POU unit	Unit <del>#42</del> <b><u>11</u></b> : in cafeteria.	Yes. No existing fountain in cafeteria where students eat. The School needs to add access to comply with Section 38086 of the Education Code. POU to remove arsenic contamination.
n/a – new install	1 single level, chilled fountain + POU unit	Unit <del>#13</del> <b><u>12</u></b> : in school district office.	Yes. No existing fountain in the District office. Replacement of existing

			freestanding bottled water dispenser with cups. POU to remove arsenic contamination.
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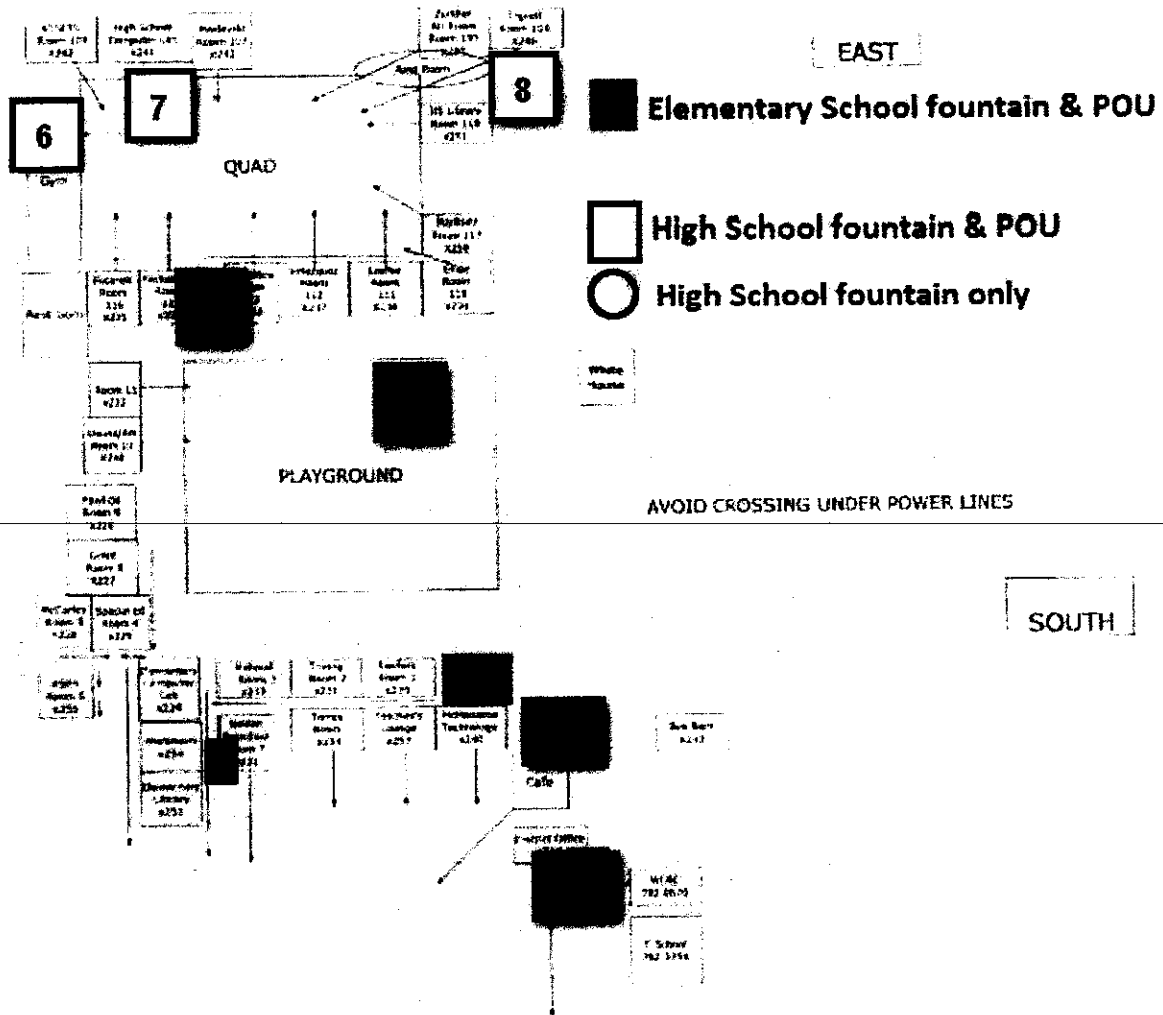
\*Tap ID locations indicated on following map.

\*\*Grant reimbursement will not be provided for any replacements or installations that were not approved for funding, as indicated above and on the following map.

Warner Junior/High School			
Recipient Agrees to Replace:	Recipient Agrees to Install:	Location*	Approved (Yes/No)**
Single-level fountain	1 recessed fountain + POU <u>unit</u>	Unit #6: inside gym	Yes. Current water fountain is not ADA compliant. POU to remove arsenic contamination.
<del>n/a - new install</del>	<del>1 bi-level, chilled fountain w/filling station + POU</del>	<del>Unit #7: outside computer lab and room 107</del>	<del>Yes. No existing fountain at this location. POU to remove arsenic contamination</del>
n/a - new install	1 bi-level, chilled <u>freeze resistant pedestal</u> fountain w/filling station + POU <u>unit</u>	Unit #8 <u>7</u> : agricultural room in a barn	Yes. No existing fountain. Barn gets very hot during summer time. <u>Plummer recommends installing a pedestal instead of a wall-mounted unit.</u> POU to remove arsenic contamination.
Water faucet	1 freeze resistant pedestal fountain	Unit #9 <u>8</u> : baseball, softball and football fields	Yes. Current fountains not appealing or ADA compliant. Water quality ok here.
Water faucet	1 freeze resistant pedestal fountain	Unit #10 <u>9</u> : baseball, softball and football fields	Yes. Current fountains not appealing or ADA compliant. Water quality ok here.
Water faucet	1 freeze resistant pedestal fountain	Unit #11 <u>10</u> : baseball, softball and football fields	Yes. Current fountains not appealing or ADA compliant. Water quality ok here.

\*Tap ID locations indicated on following map.

\*\*Grant reimbursement will not be provided for any replacements or installations that were not approved for funding, as indicated above and on the following map



EVACUATION ROUTE MAP



HIGHWAY 79  
 WEST

2016-2017



GRANTEE NAME:	Warner Unified School District	<b>EXHIBIT E:</b> <b>BOTTLED WATER DISTRIBUTION</b> <b>SUMMARY TRACKING SHEET</b>
PROJECT TITLE:	Drinking Water Quality and Access Project	
AGREEMENT #:	SWRCB000000000D181632100	
PROGRAM:	Drinking Water For Schools	

Line Item Allotment =		\$4,692.00		
INVOICE #	INVOICING PERIOD (Dates)	BOTTLED WATER COSTS	NUMBER OF PEOPLE SERVED	GALLONS OF BOTTLED WATER PROVIDED
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
Totals		\$0.00		0
Allotment Remaining		\$4,692.00		

**TOPIC:** Consider approval of the bid by davebang associates, inc. for Warner Elementary play structures.

**DESCRIPTION:** 1 Playworld #C19546CHR1\_21  
1 Playworld # ZZXX0843Z  
1 Playworld # ZZXX0151  
8 Playworld # ZZXX0260  
1 Playworld # ZZXX0818  
3 Playworld # ZZXX0819

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**FISCAL IMPACT:** \$97,136.14

**RECOMMENDATION:** Recommend approval.



To: Warner Springs USD  
Attn: Andrea Sissons  
30951 Highway 79  
Warner Springs, CA 92086

Estimate Date  
05/07/2021

Salesperson  
Alex Beron

*Warner Union Elementary School Playground*

Estimated Shipping Date 4-6 Weeks	Shipped Via Truck - CA	FOB Warner Spngs.	Terms Net 30 Colton Joint Bid #18-02
Quantity	Description	Unit Price	Total Extended
1	Playworld # C19546CHR1_21 Custom Challengers Playstructure with 3-1/2" OD powder coated galvanized steel posts with cast aluminum caps, one piece powder coated aluminum hinged clamps and one piece Eco-Armor coated perforated steel decks with (35) Active Play Events to accommodate (98) users, Ages 5-12	\$90,205.00	\$90,205.00
1	Playworld # ZZXX0843Z, Risk Management Sign, Ages 5-12 *FREE with qualifying purchase of list price over \$10,000	\$0.00	\$0.00
1	Playworld # ZZXX0151 SPINAMI	\$5,189.00	\$5,189.00
8	Playworld # ZZXX0260, BELT SEAT W/SILVER SHIELD CHAIN FOR 8ft TOP RAIL	\$123.00	\$984.00
1	Playworld # ZZXX0818, 8ft SINGLE POST SWING ASSEMBLY	\$1,222.00	\$1,222.00
3	Playworld # ZZXX0819, 8ft SINGLE POST SWING ADD-A-BAY	\$839.00	\$2,517.00
	Subtotal		\$100,117.00
	Less Colton Discount on Playworld		(\$17,019.89)
1	Shipping	\$7,599.00	\$7,599.00
THIS ESTIMATE IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS		Subtotal	\$90,696.11
THANK YOU FOR THIS CHANCE TO ESTIMATE		Tax (7.75%)	\$6,440.03
Dave Bang Associate, INC. IS PLEASED TO SUBMIT THE ABOVE ESTIMATE FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS ESTIMATE IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS, AND IS VALID FOR 30 DAYS. THEREAFTER, IT IS SUBJECT TO CHANGE WITHOUT NOTICE.		Total	\$97,136.14

Accepted By  
Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

PLEASE SIGN AND RETURN ONE COPY WHEN ORDERING.

**THANK YOU!**

## Terms & Conditions

### **1. General Notes**

- \*Assembly and Installation NOT included unless otherwise noted
- \*Payment and Performance bonds are NOT Included unless otherwise stated.
- If required, additional charges will apply. Please call for details!
- \*Customer responsible for quoted quantities and model numbers, please check!
- \*Price reflects quoted quantity. Please request revision if alternate quantity is desired.

### **2. Payment / Ordering**

\*TO ORDER, please sign quote and return via email or fax to avoid any shipping delays. Fax or email copy deemed to be legal equivalent of original. If Payment with Order is required, please sign quote below and return with payment. All past due accounts subject to 1 1/2% monthly finance charge. In the event legal action is required to effect collection venue shall be Orange, CA.

### **3. Shipping / Unloading**

- \*Shipped by Common Carrier - Customer will need 2-4 people to unload. Liftgate NOT included. Items will be boxed and / or stretch wrapped to pallets and customer is responsible for offloading. Delivery Drivers do NOT unload
- \*\*IMPORTANT: Customer is responsible for receiving and checking quantities and condition at time of delivery - Please note any shortages or damages on delivery copy.
- \*Notwithstanding anything to the contrary in any Contract Documents, Customer understands that estimated shipment times for materials are an estimate only. We have no control over shipment dates. We thus make no guarantee to Owner or Customer regarding the projected shipment dates for materials and shall not be liable for any loss caused by the timing of shipments

### **4. Engineered Wood Fiber**

- \*Customer to provide access for Engineered Wood Fiber delivery with tractor truck and 53' trailer.
- \*Customer to provide access for Engineered Wood Fiber delivery with tractor truck and 53' trailer.
- \*Compaction of the Engineered Wood Fiber is NOT included in the Installation cost. If desired, please request an updated proposal. If Compaction of the Engineered Wood Fiber was purchased, a high capacity water source such as a hydrant must be available. If applicable, the cost of a meter and / or the cost of the water is NOT included in the proposal. If we need to acquire the meter and / or pay for the water, please request an updated proposal

### **5. General Notes for Purchased Installation**

- \*Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders, prep work, flat work, grading, rerouting of water, electric, drainage or sprinkler lines unless otherwise noted in the proposal
- \*Demo of existing equipment or safety surfacing is NOT included unless otherwise stated in the proposal
- \*ROCK CLAUSE: Pricing is based on normal soil conditions which would allow an auger on a tractor to dig footings. If rocks/boulders interfere with the progress of the excavation, additional fees may apply.
- \*ACCESS CLAUSE: Installation based on clear access to area. Crane service is NOT included. Customer to provide access for bobcat to work area, bobcat will be provided by installer. Minimum access shall be 7' wide and 7' high. If adequate access is not provided additional charges may apply and repairs to landscape and irrigation may be required. Customer is responsible for any repairs to landscape if proper access is not provided.
- \*UTILITY CLAUSE: Installation to include marking of utilities by Dig Alert. Dig Alert CANNOT locate any private lines, PVC or plastic water lines. Installation does NOT include repair or relocating any underground utilities, such as drainage, irrigation, live water lines, main low voltage lines, gas, electrical, communication, or sewer etc. Customers responsibility to provide locations of any utilities prior to commencement of work.
- \*Customer is responsible for all landscape repairs such as, but not limited to damaged trees, bushes, lawn, curbing, sidewalks and/or asphalt paving caused by materials truck and/or 2-ton bobcat needed to complete project.
- \*Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders unless otherwise noted
- \*Before we proceed with the playground installation, the playground area MUST be compacted, be free of debris, and excavated accordingly. Please call for details.
- \*Concrete pad for surface mount items NOT included and MUST be provided by customer unless otherwise stated.
- \*Surface mount anchoring to asphalt and paver areas is NOT included unless otherwise stated.
- \*Private Utility Locator is NOT included unless otherwise noted. Private Utility Locator CANNOT locate any PVC or plastic water lines
- \*Installation does NOT include saw cutting and/or core drilling unless otherwise noted
- \*Installation does NOT include jackhammering. Please call for details.
- \*Area MUST have normal soil conditions and be level.
- \*All Athletic Equipment Goals such as soccer, football, etc, install location MUST be marked out by customer prior to installation, if Installation was purchased

**6. Temporary Fencing**

\*Security guards and/or temporary fencing to prevent injuries, vandalism and/or accidental damage to install area or to the rubberized surface while it sets is NOT included unless noted on quote. If desired, the installers can put up caution tape, but Temporary Fencing is recommended. Although the fencing, if provided, is intended to provide this security, the overall security of the property is ultimately the responsibility of customer. We are not responsible for any vandalism or injuries even with the provision of the fencing.

**7. ADA Access**

\*Play Equipment MUST be installed over an impact-absorbing surface such as ADA compliant Engineered Wood Fiber or Rubber Surfacing. If not quoted, please call for details.

\*This area is NOT ADA compliant without the installation of compliant surfacing and an accessible route up to and into the playground area. Please call for details.

**8. Poured-in-Place Rubber Surfacing**

\*Rubber Surfacing cure time is normally 48-72 hours and can vary depending on weather conditions.

\*Rubber Surfacing cannot be installed during extreme weather conditions and may also not be installed if rain or frost is forecast during the cure time.

\*48-Hour Manned Security is NOT included for rubber.

**9. Shade Shelters (non DSA)**

\*Shade Shelter installation price EXCLUDES - unless otherwise stated in this quote - engineering, permits, permit submittal, site plans, special inspections, soil reports, impact fees, special assessment fees. Customer is responsible for any and all of these items if required by the City.

\*Shade Shelter manufacture time is 6-8 weeks. Permitting can add 2-4 weeks or more to lead time. PLEASE NOTE: Shade Orders are NOT released into production until permit is issued!

\*Shade Shelter installation price EXCLUDES concrete pad, footings, masonry columns, electrical wiring and lights unless otherwise noted.

**10. Shade Shelters (DSA)**

\*\*6-8 Week lead time is AFTER DSA approval by your architect of choice

\* Customer to receive shade shelter. If receiving by us is needed, please call for pricing and details!

\* Job to be completed in one mobilization. Additional moves will be additional pricing if we are required to remobilize due to schedule issues, stop work or a delay in work not caused by us

\*Pricing does NOT include, architectural drawings, site/plot plans, DSA submittal fees, job site inspector fees, shop welding inspection fees, and/or permits

\*DSA in-plant Welding Inspector to be hired by the School District. Welding Inspector fee has NOT been quoted.

\*School District / Architect responsible for submission of plans to DSA for DSA approval

\*Fabrication cannot start until inspections have been coordinated, colors have been selected, and approved plans received.

\*Fabrication cannot start until inspections have been coordinated, colors have been selected, and approved plans received.

**11. Prevailing Wages**

\*Prevailing Wages NOT included unless otherwise noted. (ie: Davis Bacon, TERO, ect.) If this is a Prevailing Wage project, please request alternate pricing.

\*If Prevailing Wages / Davis Bacon Wages were INCLUDED, all other special work fees NOT included - Additional Labor Charges may apply if alternate labor is required.

\*If DIR Project Registration is required, work may not begin until we receive DIR Project ID number

**12. Indemnity Provision**

\*Notwithstanding anything to the contrary in any Contract Documents we shall have no duty to defend or indemnify Owner, Customer, or any other party we agree to defend or indemnify in any Contract Documents for that portion of any claim arising out of the comparative fault of any party we agree to defend or indemnify in any Contract Documents.

**13. Insurance**

**Available Insurance**

Umbrella / Excess Liability:

Each Occurrence - \$2,000,000.00

Aggregate - \$2,000,000.00

General Liability Limits:

Deductible - \$2,500.00

Each Occurrence - \$1,000,000.00

Damage to Rented Premises - \$100,000.00

Medical Expense - \$5,000.00

Personal & Adv Injury - \$1,000,000.00

General Aggregate (per project) - \$2,000,000.00

Products Comp/OP Agg - \$2,000,000.00

Excludes Contractual Liability

Available Endorsements:

Additional Insured Ongoing Operations CG2010

Additional Insured Completed Operations CG 2037

Primary Noncontributory IFG-G-0094

Waiver of Subrogation CG 2404

Per Project Aggregate IFG-G-0065

Per Location Aggregate IFG-G-0064

Auto Liability Limits:

(Any Auto, Hired Autos, Non-Owned Autos)

Combined Single Limit \$1,000,000.00

Available Endorsements:

Auto Blanket Additional Insured/Waiver of Subrogation CAT353

Workers Compensation and Employers Liability:

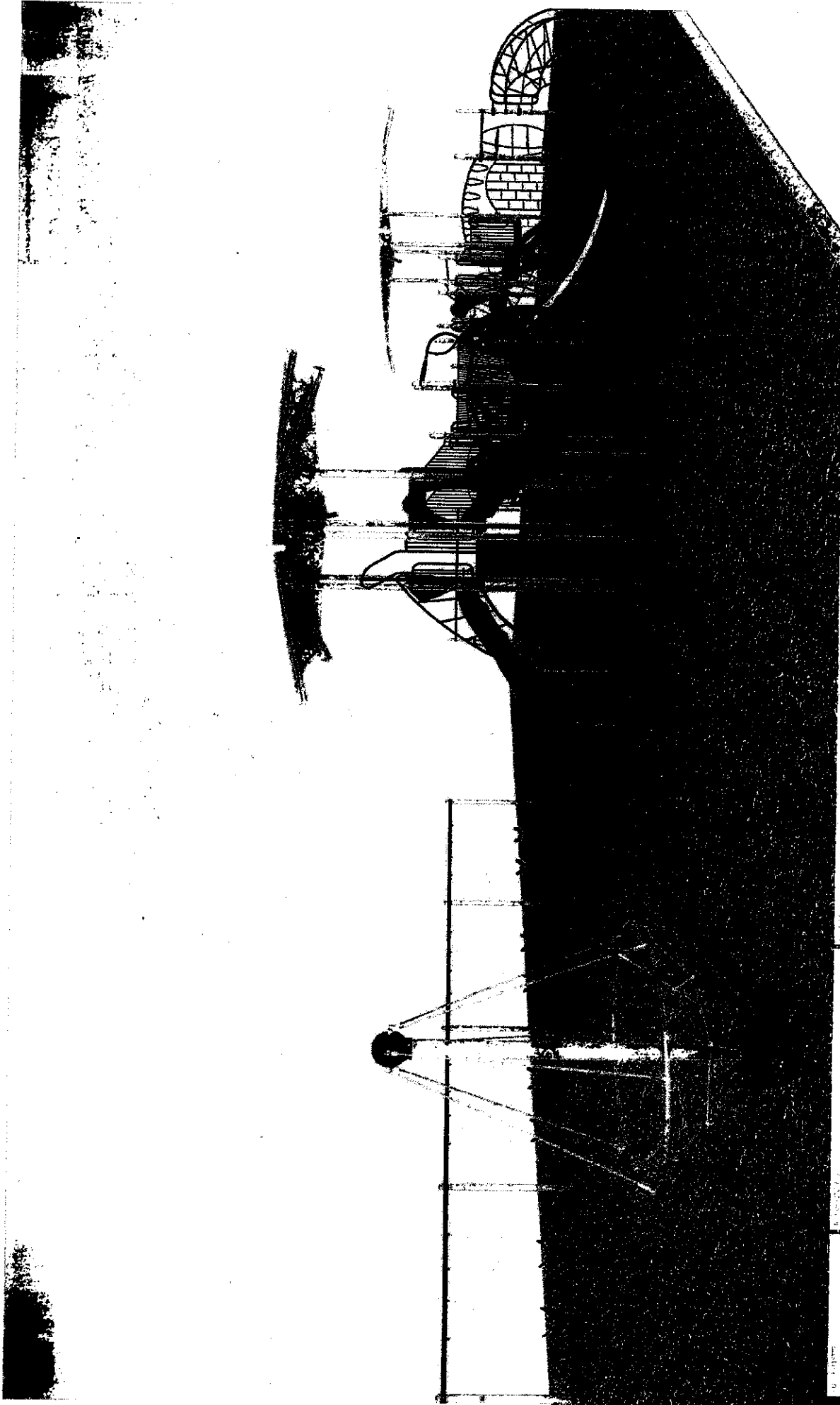
Each Accident - \$1,000,000.00


Disease (Ea Employee) - \$1,000,000.00

Disease (Policy Limit) - \$1,000,000.00

Waiver of Subrogation Endorsement available upon request  
CA WC040306


Initial: \_\_\_\_\_

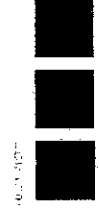


 **PLAYWORLD**

**WARNER ELEMENTARY**  
WARNER SPRINGS, CA

DESIGNED BY  
ALEX BERON  
MAY 6, 2021  
DRAWING #  
C19546CHR1 21

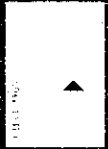
**dave bang**   
associates inc.  
park playground



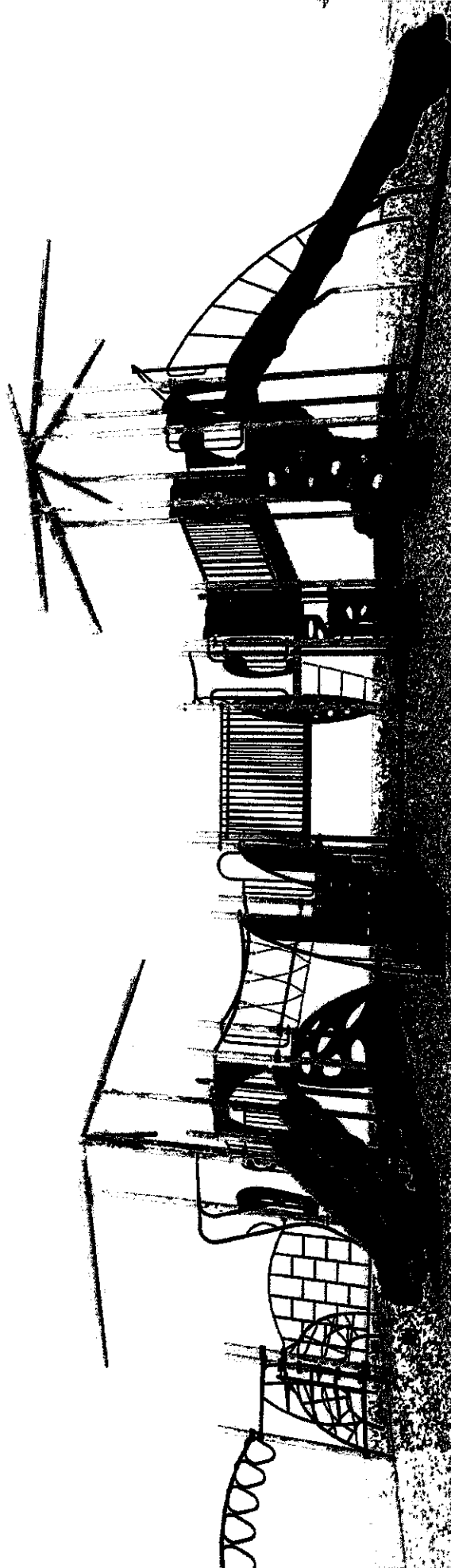
PLAYWORLD

WARNER ELEMENTARY  
WARNER SPRINGS, CA

ALEX BERON  
MAY 6, 2021  
DRAWING #  
C19545CHR1 21



dave bong  
associates inc.  
park + playground



**dave bang**  
designs inc.  
park & playground

ALEX BERON  
MAY 6, 2021  
DRAWING #  
C19546CHRT 21

**WARNER ELEMENTARY**  
WARNER SPRINGS, CA

**PLAYWORLD**



## SELECTED COLORS

POST: SILVER

COMPONENT 1: COBALT

COMPONENT 2: COBALT

ROTOMOLDED PLASTIC 1: TEAL

ROTOMOLDED PLASTIC 2: N/A

ROTOMOLDED PLASTIC 3: N/A

SHEET PLASTIC 1: COBALT

SHEET PLASTIC 2: COBALT

2-TONE PLASTIC: COBALT/SAND

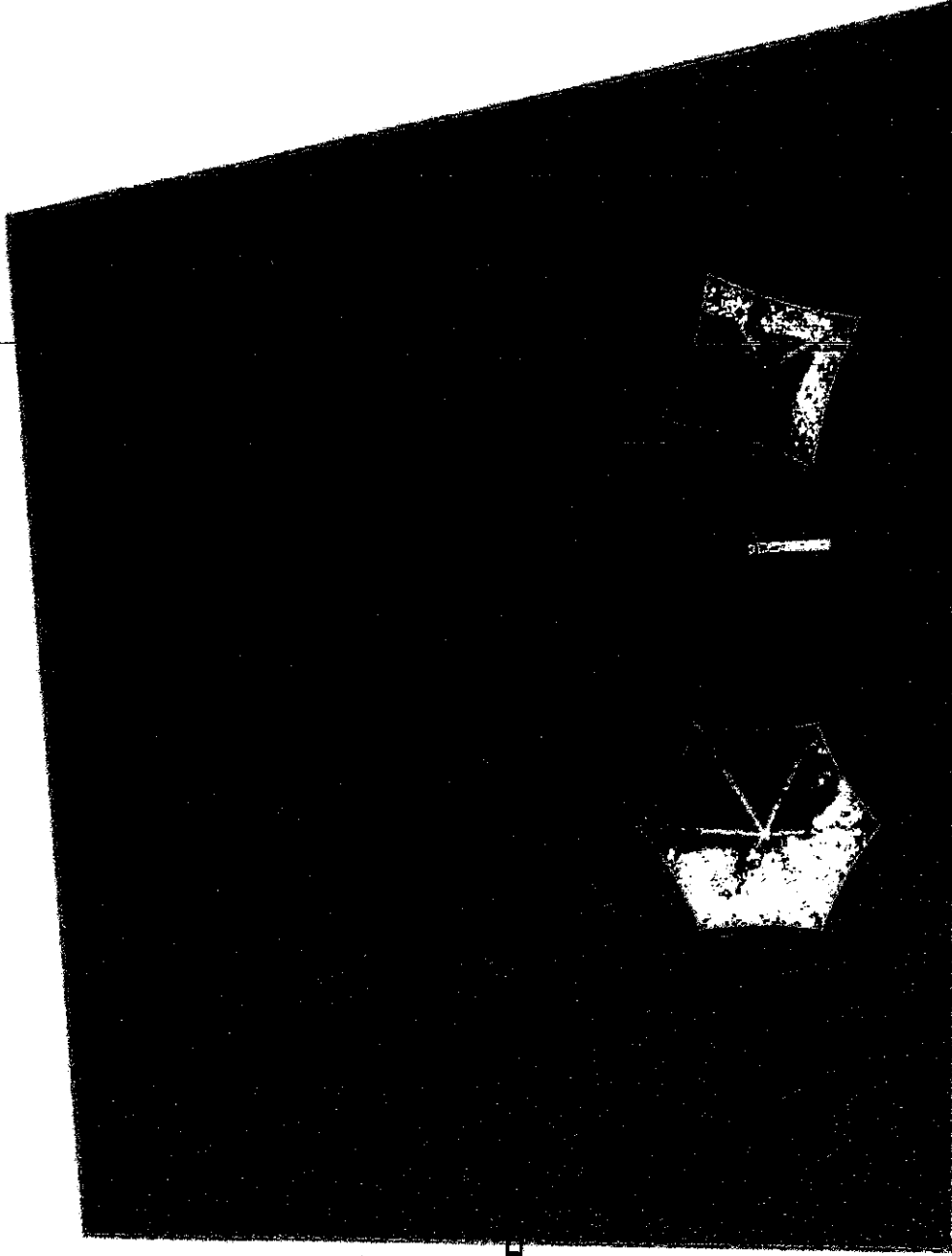
ROPE: GREEN

ECO-ARMOR: GRAY

## MODIFIED COLORS LISTED BELOW

1. SLITHER SLIDE/DOUBLE SLIDE: SKY

SHADE: DESERT SAND

DESIGNED BY  
ALEX BERON  
MAY 6, 2021  
DRAWING #  
C19546CHR1 21

WARNER ELEMENTARY  
WARNER SPRINGS, CA

DATE

PROJECT #

BY

PLAYWORLD




dave bang  
associates inc.  
+ park + playground





CRITICAL FALL HEIGHT OF OVERALL PLAY AREA: 9'6"

**dave bang**   
SINCE 1979  
associates inc.  
+ park + playground

# WARNER ELEMENTARY

Design Number: C19546CHR1 21 - Bill Of Material

Ref. No.	Part No.	Description	Quantity
<b>Posts</b>			
1	ZZCH0028	3.5in OD x 136in STEEL POST W/ RIVETED CAP	2
2	ZZCH0038	3.5in OD x 148in STEEL POST W/ RIVETED CAP	10
3	ZZCH0038GZ	3.5in OD x 148in GROUND ZERO POST	8
4	ZZCH0048	3.5in OD x 160in STEEL POST W/ RIVETED CAP	2
5	ZZCH0297	POST W/ LADDER CLIMBER (36in OR 48in DECK)	1
6	ZZCH0386	3.5in OD x 186in LARGE SHADE HAT POST (48in & 60in DECK)	4
7	ZZCH0387	3.5in OD x 210in LARGE SHADE HAT POST (72in & 84in DECK)	6
<b>Decks &amp; Kick Plates</b>			
8	ZZCH0616	SQUARE COATED DECK ASSEMBLY	2
9	zzCH0619	FULL HEX COATED DECK ASSEMBLY	2
10	ZZCH0636	DOUBLE SLIDE COATED DECK ASSEMBLY	1
<b>ADA Items</b>			
11	ZZCH0684	NUVO- 48in TRANSFER STATION	1
<b>Slides</b>			
12	ZZCH2805	ENTRY SUPPORT BRACKET	2
13	ZZCH3206	SLITHER SLIDE 2.0 ENTRANCE & EXIT	2
14	ZZUN3207	SLITHER SLIDE 2.0 (STRAIGHT SECTION)	2
15	ZZUN3208	SLITHER SLIDE 2.0 (RIGHT SECTION)	2
16	ZZUN3209	SLITHER SLIDE 2.0 (LEFT SECTION)	6
17	ZZUN3248	SLITHER SLIDE 2.0 SUPPORT LEG 4ft-6in	2
18	ZZUN3256	SLITHER SLIDE 2.0 SUPPORT LEG 2ft-6in	2
<b>Activity Panels</b>			
19	ZZCH4570	PLAY SEAT	1
20	ZZCH4646	STORE FRONT PANEL	1
21	ZZCH4648	POST MOUNT SCAVENGER HUNT	1
22	ZZCH4671	CH PANEL FRAME- DECK LEVEL	1
23	ZZCH4807	OVAL INSERT PANEL (DECK MOUNT)	1
24	ZZUN4678	SLIDE & SOLVE INSERT	1
25	ZZUN4792	CATACOMBS PANEL INSERT	1
<b>Barriers</b>			
26	ZZCH4095	CENTERLINE PIPE WALL BARRIER	1
27	ZZCH4288	ACCESS GATE	1
<b>Climbers</b>			
28	ZZCH6388	6ft CANYON CROSSING - 12in RISE	1
29	ZZCH6757	5ft GEO CLIMBER	1
30	ZZCH6986	INCLINED CLIFF HANGER (84in DECK)	1
31	ZZCH6997	GEO VERTICAL CLIMBER (60in DK)	1
32	ZZCH7048	60in TWIST CLIMBER	1
33	ZZCH7057	48in CURVY CLIMBER	1
34	ZZCH7166	7ft TWISTED CLIMBER	1
35	ZZCH7238	ROPE LADDER- 60in DECK	1
36	ZZCH8266	48in SINGLE FLEX TREAD	1



# WARNER ELEMENTARY

Design Number: C19546CHR1 21 - Bill Of Material

Ref. No.	Part No.	Description	Quantity
<b>Ground Zer0 Climbers</b>			
37	ZZCH8398	THE HELIX	1
38	ZZCH8408	THE GRID	1
39	ZZCH8460	THE CRATER WALL	1
40	ZZCH9079	TRI JUNCTION	1
41	ZZCH9086	DUPLEX CLIMBER	1
42	ZZCH9087	THE CROSSOVER	1
<b>GroundZer0 Overhead Events</b>			
43	ZZCH8450	THE SKY LINK	1
<b>GroundZer0 Balance</b>			
44	ZZCH6799	VORTEX (CH)	1
<b>Bridges</b>			
45	ZZCH7085	6ft CATWALK	1
<b>Roofs &amp; Arches</b>			
46	ZZCH4714	17ft HEX HAT SHADE	1
47	ZZCH4716	12ft SQUARE HAT SHADE	1
<b>Stairs and Ladders</b>			
48	ZZCH9168	12in ACCESS STEPPED PLATFORM (DECK TO DECK)	1
49	ZZCH9170	24in ACCESS STEPPED PLATFORM (DECK TO DECK)	1



# WARNER ELEMENTARY

Design Number: C19546CHR1 21 - Compliance and Technical Data  
Reference Document: ASTM F1487

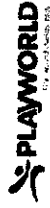
Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre- Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
1	ZZX0151	1	SPINAMI	Certified	342.66		1,908	7	6.00	0.33	1
2	ZZX0260	8	BELT SEAT W/SILVER SHIELD CHAIN FOR 8ft TOP RAIL	Certified	70.40		431	8	2.00	0.00	8
3	ZZX0818	1	8ft SINGLE POST SWING ASSEMBLY	N/A	257.68		159	0	2.00	0.24	0
4	ZZX0819	3	8ft SINGLE POST SWING ADD-A-BAY	N/A	508.74		328	0	6.00	0.36	0
5	ZZCH0028	2	3.5in OD x 136in STEEL POST W/ RIVETED CAP	Certified	87.02		117	0	2.00	0.25	0
6	ZZCH0038	10	3.5in OD x 148in STEEL POST W/ RIVETED CAP	Certified	471.10		633	0	10.00	1.25	0
7	ZZCH0038GZ	8	3.5in OD x 148in GROUND ZERO POST	Certified	376.08		506	0	8.00	1.44	0
8	ZZCH0048	2	3.5in OD x 160in STEEL POST W/ RIVETED CAP	Certified	100.42		136	0	2.00	0.25	0
9	ZZCH0297	1	POST W/ LADDER CLIMBER (36in OR 48in DECK)	Certified	52.81		74	1	0.50	0.18	1
10	ZZCH0386	4	3.5in OD x 186in LARGE SHADE HAT POST (48in & 60in DECK)	N/A	400.44		295	0	4.00	0.00	0
11	ZZCH0387	6	3.5in OD x 210in LARGE SHADE HAT POST (72in & 84in DECK)	N/A	679.86		500	0	6.00	0.00	0
12	ZZCH0616	2	SQUARE COATED DECK ASSEMBLY	Certified	109.72		348	6	2.00	0.00	0
13	ZZCH0619	2	FULL HEX COATED DECK ASSEMBLY	Certified	302.52		888	12	3.00	0.00	0
14	ZZCH0636	1	DOUBLE SLIDE COATED DECK ASSEMBLY	Certified	63.86		185	3	1.00	0.00	0
15	ZZCH0684	1	NUVO- 48in TRANSFER STATION	Certified	341.94		418	3	4.00	0.12	0
16	ZZCH2805	2	ENTRY SUPPORT BRACKET	Certified	24.88		115	0	1.00	0.00	0
17	ZZCH3206	2	SLITHER SLIDE 2.0 ENTRANCE & EXIT	Certified	170.74		848	4	4.00	0.06	2
18	ZZUN3207	2	SLITHER SLIDE 2.0 (STRAIGHT SECTION)	Certified	39.18		256	0	0.50	0.00	0
19	ZZUN3208	2	SLITHER SLIDE 2.0 (RIGHT SECTION)	Certified	39.18		267	0	0.50	0.00	0
20	ZZUN3209	6	SLITHER SLIDE 2.0 (LEFT SECTION)	Certified	117.54		801	0	1.50	0.00	0
21	ZZUN3248	2	SLITHER SLIDE 2.0 SUPPORT LEG 4ft-6in	Certified	34.42		133	0	0.50	0.06	0
22	ZZUN3256	2	SLITHER SLIDE 2.0 SUPPORT LEG 2ft-6in	Certified	25.62		118	0	0.50	0.06	0
23	ZZCH4570	1	PLAY SEAT	Certified	37.65		234	2	0.50	0.00	1



# WARNER ELEMENTARY

Design Number: C19546CHR1 21 - Compliance and Technical Data  
Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre- Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
24	ZZCH4646	1	STORE FRONT PANEL	Certified	33.98		243	3	1.00	0.00	1
25	ZZCH4648	1	POST MOUNT SCAVENGER HUNT	Certified	15.86		264	3	2.00	0.00	1
26	ZZCH4671	1	CH PANEL FRAME- DECK LEVEL	Certified	32.87		163	0	1.00	0.00	0
27	ZZCH4807	1	OVVAL INSERT PANEL (DECK MOUNT)	Certified	28.16		211	0	0.50	0.00	0
28	ZZUN4678	1	SLIDE & SOLVE INSERT	Certified	17.61		761	2	0.25	0.00	1
29	ZZUN4792	1	CATACOMBS PANEL INSERT	Certified	23.02		250	1	0.50	0.00	1
30	ZZCH4095	1	CENTERLINE PIPE WALL BARRIER	Certified	28.74		71	0	0.50	0.00	0
31	ZZCH4288	1	ACCESS GATE	Certified	17.34		65	0	0.50	0.00	0
32	ZZCH6388	1	6ft CANYON CROSSING - 12in RISE	Certified	81.01		774	2	3.00	0.00	1
33	ZZCH6757	1	5ft GEO CLIMBER	Certified	120.46		535	2	2.00	0.09	1
34	ZZCH6986	1	INCLINED CLIFF HANGER (84in DECK)	Certified	162.80		686	2	3.00	0.06	1
35	ZZCH6997	1	GEO VERTICAL CLIMBER (60in DK)	Certified	62.16		219	2	1.00	0.00	1
36	ZZCH7048	1	60in TWIST CLIMBER	Certified	106.88		657	1	1.50	0.03	1
37	ZZCH7057	1	48in CURVY CLIMBER	Certified	73.10		464	1	2.00	0.06	1
38	ZZCH7166	1	7ft TWISTED CLIMBER	Certified	123.91		245	2	2.00	0.60	1
39	ZZCH7238	1	ROPE LADDER- 60in DECK	Certified	52.59		369	1	2.00	0.06	1
40	ZZCH8266	1	48in SINGLE FLEX TREAD	Certified	118.67		615	2	3.00	0.06	1
41	ZZCH8398	1	THE HELIX	Certified	81.78		190	2	0.75	0.00	1
42	ZZCH8408	1	THE GRID	Certified	103.67		219	3	0.75	0.00	1
43	ZZCH8460	1	THE CRATER WALL	Certified	188.18		836	4	1.50	0.00	1
44	ZZCH9079	1	TRI JUNCTION	Certified	89.44		250	3	0.50	0.00	1
45	ZZCH9086	1	DUPLEX CLIMBER	Certified	213.47		372	4	3.50	0.18	1
46	ZZCH9087	1	THE CROSSOVER	Certified	186.58		386	4	1.50	0.06	1
47	ZZCH8450	1	THE SKY LINK	Certified	54.21		123	2	0.50	0.00	1
48	ZZCH6799	1	VORTEX (CH)	Certified	240.00		652	2	2.00	0.18	1
49	ZZCH7085	1	6ft CATWALK	Certified	235.56		433	2	4.00	0.00	1
50	ZZCH4714	1	17ft HEX HAT SHADE	N/A	627.90		2,107	0	10.00	0.13	0
51	ZZCH4716	1	12ft SQUARE HAT SHADE	N/A	415.00		1,685	0	10.00	0.13	0



# WARNER ELEMENTARY

Design Number: C19546CHR1 21 - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre- Consumer Recycled Content (lbs)	Post- Consumer Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
52	ZZCH9168	1	12In ACCESS STEPPED PLATFORM (DECK TO DECK)	Certified	70.28		277	1	2.00	0.00	0
53	ZZCH9170	1	24In ACCESS STEPPED PLATFORM (DECK TO DECK)	Certified	135.24		296	1	2.00	0.00	0
Totals:						1,476	2,763	98	132.25	6.24	35
						664 Kg	1,243 Kg	24 Metric Tons		4.74 m3	

# WARNER ELEMENTARY

Design Number: C19546CHR1 21 - Compliance and Technical Data  
Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Install Hours	Concrete (Yds3)	Active Play Events
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## ASTM F1487

The lay-out for this custom playscape, design number C19546CHR1 21, has been configured to meet the requirements of the ASTM F1487 standard. In addition, each of the above components listed as "Certified" have been tested and are IPEMA certified. Components listed as "Not Applicable" do not fall within the scope of the ASTM F1487 standard and have not been tested. IPEMA certification can be verified on the IPEMA website, [www.ipema.org](http://www.ipema.org). In the interest of playground safety, IPEMA provides a Third Party Certification Service which validates compliance.

## 2010 ADA Standards for Accessible Design

The lay-out was also designed to meet the 2010 Standards published 15-Sep-2010, by the Department of Justice when installed over a properly maintained surfacing material that is in compliance with ASTM F1951 "Accessibility of Surface Systems Under and Around Playground Equipment" as well as ASTM F1292, "Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment", appropriate for the fall height of the structure.

## Installation Times

Installation times are based on one experienced installer. A crew of three experienced individuals can perform the installation within the given time, each member working 1/3 of the given hours. [Eg. Installation Time = 30 hours. For a crew of three, each member will work 10 hours on the installation for a total of 30 hours on the project.]

## Carbon Footprint

The CO2e (carbon footprint given in Kilograms and Metric Tons) listed above is a measure of the environmental impact this play structure represents from harvesting raw materials to the time it leaves our shipping dock. Playworld Systems nurtures a total corporate culture that is focused on eliminating carbon producing processes and products, reducing our use of precious raw materials, reusing materials whenever possible and recycling materials at every opportunity. Playworld Systems elected to adopt the Publicly Available Specification; PAS 2050 as published by the British Standards Institute and sponsored by Deira and the Carbon Trust. The PAS 2050 has gained international acceptance as a specification that measures the greenhouse gas emissions in services and goods throughout their entire life cycle.

## Pre-Consumer Recycle Content

A measurement, in pounds, that qualifies the amount of material that was captured as waste and diverted from landfill during an initial manufacturing process and is being redirected to a separate manufacturing process to become a different product. E.g. 100% of our Aluminum Tubing is made from captured waste material during the manufacturing process of extruded Aluminum products such as rods, flat bars and H-channels.

## Post-Consumer Recycle Content

A measurement, in pounds, that qualifies the amount of material that was once another product that has completed its lifecycle and has been diverted from a landfill as a solid waste through recycling and is now being used in a Playworld Systems' product. E.g. \*\*20% to 40% of the steel in our steel tubing and sheet steel have been diverted from landfills. Automobiles are scrapped and recyclable steel is purchased by the steel mill that produces our raw product.

\*\* The amount of Post-Consumer recycled steel fluctuates daily based on the availability of the recycled steel.



**TOPIC:** Consider approval of the bid by davebang associates, inc. for removal and disposal of existing playground equipment and the installation of the approved, new Playground structures.

**DESCRIPTION:** Installation by a Factory Certified Licensed Contractor, to include removal and disposal of existing play equipment and installation of (1) C19546CHR1\_21 structure.

---

**FISCAL IMPACT:** \$44,964.00

**RECOMMENDATION:** Recommend approval.



To: Warner Springs USD  
 Attn: Andrea Sissons  
 30951 Highway 79  
 Warner Springs, CA 92086

Estimate Date	Salesperson
05/07/2021	Alex Beron

Warner Union Elementary School Playground  
 Installation

Estimated Shipping Date 6-8 Weeks	Shipped Via Truck - CA	FOB Warner Spngs.	Terms Net 30
Quantity	Description	Unit Price	Total Extended
1	Installation by a Factory Certified Licensed Contractor, to include removal and disposal of existing play equipment and installation of (1) C19546CHR1_21 structure  The above price is based on utilizing the Fence Builder labor rate classification(s). If this job requires DIR project registration (PWC-100) please list this classification. If another labor classification is required, please let us know so we can revise this quote, if needed.	\$44,964.00	\$44,964.00
THIS ESTIMATE IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS		Subtotal	\$44,964.00
THANK YOU FOR THIS CHANCE TO ESTIMATE		Tax (7.75%)	\$0.00
<small>Dave Bang Associate, INC. IS PLEASED TO SUBMIT THE ABOVE ESTIMATE FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS ESTIMATE IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS, AND IS VALID FOR 30 DAYS. THEREAFTER, IT IS SUBJECT TO CHANGE WITHOUT NOTICE.</small>		Total	\$44,964.00

Accepted By  
 Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 PLEASE SIGN AND RETURN ONE COPY WHEN ORDERING.

THANK YOU!

## Terms & Conditions

### 1. General Notes

- \*Assembly and Installation NOT Included unless otherwise noted
- \*Payment and Performance bonds are NOT Included unless otherwise stated.
- If required, additional charges will apply. Please call for details!
- \*Customer responsible for quoted quantities and model numbers, please check!
- \*Price reflects quoted quantity. Please request revision if alternate quantity is desired.

### 2. Payment / Ordering

\*TO ORDER, please sign quote and return via email or fax to avoid any shipping delays. Fax or email copy deemed to be legal equivalent of original. If Payment with Order is required, please sign quote below and return with payment. All past due accounts subject to 1 1/2% monthly finance charge. In the event legal action is required to effect collection venue shall be Orange, CA.

### 3. Shipping / Unloading

- \*Shipped by Common Carrier - Customer will need 2-4 people to unload. Liftgate NOT Included. Items will be boxed and / or stretch wrapped to pallets and customer is responsible for offloading. Delivery Drivers do NOT unload
- \*\*IMPORTANT: Customer is responsible for receiving and checking quantities and condition at time of delivery - Please note any shortages or damages on delivery copy.
- \*Notwithstanding anything to the contrary in any Contract Documents, Customer understands that estimated shipment times for materials are an estimate only. We have no control over shipment dates. We thus make no guarantee to Owner or Customer regarding the projected shipment dates for materials and shall not be liable for any loss caused by the timing of shipments

### 4. Engineered Wood Fiber

- \*Customer to provide access for Engineered Wood Fiber delivery with tractor truck and 53' trailer.
- \*Customer to provide access for Engineered Wood Fiber delivery with tractor truck and 53' trailer.
- \*Compaction of the Engineered Wood Fiber is NOT included in the installation cost. If desired, please request an updated proposal. If Compaction of the Engineered Wood Fiber was purchased, a high capacity water source such as a hydrant must be available. If applicable, the cost of a meter and / or the cost of the water is NOT included in the proposal. If we need to acquire the meter and / or pay for the water, please request an updated proposal

### 5. General Notes for Purchased Installation

- \*Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders, prep work, flat work, grading, rerouting of water, electric, drainage or sprinkler lines unless otherwise noted in the proposal
- \*Demo of existing equipment or safety surfacing is NOT included unless otherwise stated in the proposal
- \*ROCK CLAUSE: Pricing is based on normal soil conditions which would allow an auger on a tractor to dig footings. If rocks/boulders interfere with the progress of the excavation, additional fees may apply.
- \*ACCESS CLAUSE: Installation based on clear access to area. Crane service is NOT included. Customer to provide access for bobcat to work area, bobcat will be provided by installer. Minimum access shall be 7' wide and 7' high. If adequate access is not provided additional charges may apply and repairs to landscape and irrigation may be required. Customer is responsible for any repairs to landscape if proper access is not provided.
- \*UTILITY CLAUSE: Installation to include marking of utilities by Dig Alert. Dig Alert CANNOT locate any private lines, PVC or plastic water lines. Installation does NOT include repair or relocating any underground utilities, such as drainage, irrigation, live water lines, main low voltage lines, gas, electrical, communication, or sewer etc. Customers responsibility to provide locations of any utilities prior to commencement of work.
- \*Customer is responsible for all landscape repairs such as, but not limited to damaged trees, bushes, lawn, curbing, sidewalks and/or asphalt paving caused by materials truck and/or 2-ton bobcat needed to complete project.
- \*Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders unless otherwise noted
- \*Before we proceed with the playground installation, the playground area MUST be compacted, be free of debris, and excavated accordingly. Please call for details.
- \*Concrete pad for surface mount items NOT included and MUST be provided by customer unless otherwise stated.
- \*Surface mount anchoring to asphalt and paver areas is NOT included unless otherwise stated.
- \*Private Utility Locator is NOT included unless otherwise noted. Private Utility Locator CANNOT locate any PVC or plastic water lines
- \*Installation does NOT include saw cutting and/or core drilling unless otherwise noted
- \*Installation does NOT include jackhammering. Please call for details.
- \*Area MUST have normal soil conditions and be level.
- \*All Athletic Equipment Goals such as soccer, football, etc, install location MUST be marked out by customer prior to installation, if installation was purchased

**6. Temporary Fencing**

\*Security guards and/or temporary fencing to prevent injuries, vandalism and/or accidental damage to install area or to the rubberized surface while it sets is NOT included unless noted on quote. If desired, the installers can put up caution tape, but Temporary Fencing is recommended. Although the fencing, if provided, is intended to provide this security, the overall security of the property is ultimately the responsibility of customer. We are not responsible for any vandalism or injuries even with the provision of the fencing.

**7. ADA Access**

\*Play Equipment MUST be installed over an impact-absorbing surface such as ADA compliant Engineered Wood Fiber or Rubber Surfacing. If not quoted, please call for details.

\*This area is NOT ADA compliant without the installation of compliant surfacing and an accessible route up to and into the playground area. Please call for details.

**8. Poured-in-Place Rubber Surfacing**

\*Rubber Surfacing cure time is normally 48-72 hours and can vary depending on weather conditions.

\*Rubber Surfacing cannot be installed during extreme weather conditions and may also not be installed if rain or frost is forecast during the cure time.

\*48-Hour Manned Security is NOT included for rubber.

**9. Shade Shelters (non DSA)**

\*Shade Shelter installation price EXCLUDES - unless otherwise stated in this quote - engineering, permits, permit submittal, site plans, special inspections, soil reports, Impact fees, special assessment fees. Customer is responsible for any and all of these items if required by the City.

\*Shade Shelter manufacture time is 6-8 weeks. Permitting can add 2-4 weeks or more to lead time. PLEASE NOTE: Shade Orders are NOT released into production until permit is issued!

\*Shade Shelter installation price EXCLUDES concrete pad, footings, masonry columns, electrical wiring and lights unless otherwise noted.

**10. Shade Shelters (DSA)**

\*\*6-8 Week lead time is AFTER DSA approval by your architect of choice

\* Customer to receive shade shelter. If receiving by us is needed, please call for pricing and details!

\* Job to be completed in one mobilization. Additional moves will be additional pricing if we are required to remobilize due to schedule issues, stop work or a delay in work not caused by us

\*Pricing does NOT include, architectural drawings, site/plot plans, DSA submittal fees, job site inspector fees, shop welding inspection fees, and/or permits

\*DSA in-plant Welding Inspector to be hired by the School District. Welding Inspector fee has NOT been quoted.

\*School District / Architect responsible for submission of plans to DSA for DSA approval

\*Fabrication cannot start until inspections have been coordinated, colors have been selected, and approved plans received.

\*Fabrication cannot start until inspections have been coordinated, colors have been selected, and approved plans received.

**11. Prevailing Wages**

\*Prevailing Wages NOT included unless otherwise noted. (ie: Davis Bacon, TERO, ect.) If this is a Prevailing Wage project, please request alternate pricing.

\*If Prevailing Wages / Davis Bacon Wages were INCLUDED, all other special work fees NOT included - Additional Labor Charges may apply if alternate labor is required.

\*If DIR Project Registration is required, work may not begin until we receive DIR Project ID number

**12. Indemnity Provision**

\*Notwithstanding anything to the contrary in any Contract Documents we shall have no duty to defend or indemnify Owner, Customer, or any other party we agree to defend or indemnify in any Contract Documents for that portion of any claim arising out of the comparative fault of any party we agree to defend or indemnify in any Contract Documents.

**13. Insurance**

**Available Insurance**

Umbrella / Excess Liability:

Each Occurrence - \$2,000,000.00

Aggregate - \$2,000,000.00

General Liability Limits:

Deductible - \$2,500.00

Each Occurrence - \$1,000,000.00

Damage to Rented Premises - \$100,000.00



Estimate

CA246875

Medical Expense - \$5,000.00

Personal & Adv Injury - \$1,000,000.00

General Aggregate (per project) - \$2,000,000.00

Products Comp/OP Agg - \$2,000,000.00

Excludes Contractual Liability

Available Endorsements:

Additional Insured Ongoing Operations CG2010

Additional Insured Completed Operations CG 2037

Primary Noncontributory IFG-G-0094

Waiver of Subrogation CG 2404

Per Project Aggregate IFG-G-0065

Per Location Aggregate IFG-G-0064

Auto Liability Limits:

(Any Auto, Hired Autos, Non-Owned Autos)

Combined Single Limit \$1,000,000.00

Available Endorsements:

Auto Blanket Additional Insured/Waiver of Subrogation CAT353

Workers Compensation and Employers Liability:

Each Accident - \$1,000,000.00

Disease (Ea Employee) - \$1,000,000.00

Disease (Policy Limit) - \$1,000,000.00

Waiver of Subrogation Endorsement available upon request

CA WC040306

Initial: \_\_\_\_\_

**TOPIC:** Consider approval of the online learning program,  
The Master Teacher.

**DESCRIPTION:** Annual subscription to extended learning for  
Paraeducators, substitute teachers and teachers.

**FISCAL IMPACT:** \$2,527.00/year

**RECOMMENDATION:** Recommend approval.



**Quote**  
**#Q51430**  
5/6/2021

**Bill To**

Warner Unified School District  
30951 CA-79  
Warner Springs CA 92086

**Ship To**

Warner Unified School District  
30951 CA-79  
Warner Springs CA 92086

**TOTAL**

**\$2,527.00**

**Expires**

7/31/2021

**Sales Rep**

Andrew J McIlwee

**Ship Via**

Ground (3-5 days)

Item Number / Description	Start Date	MC	Options	QTY	Rate	Amount
<b>EL300</b> Paraeducator Online Training - Annual Subscription	5/6/2021			8	\$69.00	\$552.00
<b>126010</b> Substitute Teacher Online Training - Annual Subscription	5/6/2021			5	\$39.00	\$195.00
<b>128705</b> Teacher eLearning Bundle - Annual Subscription	5/6/2021			20	\$89.00	\$1,780.00

<b>Subtotal</b>	<b>\$2,527.00</b>
<b>Discount</b>	
<b>Shipping</b>	<b>\$0.00</b>
<b>Tax</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$2,527.00</b>

**Customer Message:**

Please let me know if you have any questions at all. Thanks!

Andy McIlwee  
Account Executive

Please Note: If you are tax exempt, please email your sales tax exemption form to [ordersupport@masterteacher.com](mailto:ordersupport@masterteacher.com).

**ACTION ITEM**  
**12**

**TOPIC:** Discussion and possible action regarding Sarah St.  
John Dental School.

**DESCRIPTION:** Discussion item.

**FISCAL IMPACT:** N/A

**RECOMMENDATION:** Recommend approval.

**ACTION ITEM**

**13**

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

**DESCRIPTION:** Discussion item; ongoing

**FISCAL IMPACT:** N/A

**RECOMMENDATION:** Recommend approval.

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## **Consent Agenda**

- 1. Commercial Warrants**
- 2. Purchase Orders**
- 3. Vanessa Padilla as a classified substitute pending pre-employment screening.**
- 4. Interdistrict Attendance Agreement by and between Spencer Valley School District and Warner Unified School District for the school years 2021-2026.**
- 5. Interdistrict Attendance Agreement by and between Vista Unified School District and Warner Unified School District for the school years 2021-2026.**
- 6. Interdistrict Attendance Agreement by and between Escondido Union School District and Warner Unified School District for the school years 2021-2026.**
- 7. Interdistrict Attendance Agreement by and between San Ysidro School District and Warner Unified School District for the school years 2021-2026.**
- 8. Interdistrict Attendance Agreement by and between Mountain Empire Unified School District and Warner Unified School District for the school years 2021-2026.**
- 9. Agreement for professional services by and between the Warner Unified School District and Dannis Woliver Kelley, a professional Corporation for legal services.**

**Commercial Warrants**  
**April 2021**

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**San Diego Warrant Detail - April 2021**

Date	Reference	Name	Fiscal	12/ Amount
4/1/2021	14765463	Pitney Bowes Inc.	0100	193.95
4/1/2021	14765464	SHANNON STEIN	0100	61.56
4/1/2021	14765465	OCEANUS BOTTLED WATER,INC	0100	159.90
4/1/2021	14765466	RHONDA HILL	0100	34.50
4/1/2021	14765467	DAVID MACLEOD	0100	7.60
4/1/2021	14765468	EWING IRRIGATION PRODUCTS INC	0100	264.54
4/1/2021	14765469	CAL PACIFIC TRUCK CENTER,LLC	0100	324.43
4/1/2021	14765470	JOSTENS	0100	241.11
4/1/2021	14765471	CLINICAL LABORATORY	0100	130.00
4/1/2021	14765472	OREILLY AUTOMOTIVE STORES	0100	228.73
4/1/2021	14765473	LOZANO SMITH	0100	383.50
4/5/2021	14766007	SAN DIEGO COUNTY OFFICE OF EDUCATION	0100	3750.00
4/5/2021	14766008	DANIELLE ZURCHER	0100	36.70
4/5/2021	14766009	NEWEGG BUSINESS INC.,	0100	565.31
4/5/2021	14766010	MERIT J WHITNEY	0100	2662.50
4/5/2021	14766011	THE NYHART COMPANY	0100	4750.00
4/5/2021	14766012	CALIFORNIA ASSOCIATION FFA	0100	35.00
4/8/2021	14767034	Merl Johnson - WSM	0100	523.75
4/8/2021	14767035	OCEANUS BOTTLED WATER,INC	0100	79.40
4/8/2021	14767036	PIVA EQUIPMENT SERVICES INC	0100	549.45
4/8/2021	14767037	T-MOBILE	0100	520.00
4/8/2021	14767038	HANNAH DIMITROV	0100	1000.00
4/8/2021	14767039	MCKINLEY ELEVATOR CORPORATION	0100	720.00
4/8/2021	14767040	OREILLY AUTOMOTIVE STORES	0100	48.91
4/8/2021	14767041	VERIZON WIRELESS	0100	401.19
4/8/2021	14767041	VERIZON WIRELESS	0100	1140.32
4/8/2021	14767041	VERIZON WIRELESS	0100	315.78
4/8/2021	14767042	RAMONA DISPOSAL	0100	372.56
4/8/2021	14767043	SAN DIEGO GAS & ELECTRIC	0100	4331.96
4/8/2021	14767044	AT&T	0100	502.69
4/8/2021	14767045	ARNTZ DISTRIBUTING COMPANY	1300	214.17
4/8/2021	14767046	STANDARD INSURANCE COMPANY	0100	384.85
4/8/2021	14767047	WARNER UNIFIED SCHOOL DISTRICT	0100	112.98
4/8/2021	14767047	WARNER UNIFIED SCHOOL DISTRICT	0100	65.04
4/8/2021	14767047	WARNER UNIFIED SCHOOL DISTRICT	0100	47.21
4/8/2021	14767048	LOZANO SMITH	0100	88.50
4/8/2021	14767049	CALIFORNIA ASSOCIATION FFA	0100	70.00
4/12/2021	14767938	HELIX ENVIRONMENTAL PLANNING, INC	0100	3229.09
4/12/2021	14767939	BONSALL PETROLEUM CONSTRUCTION	0100	1450.75
4/15/2021	14769369	ALL STATE PROPANE	0100	280.13
4/15/2021	14769370	SOUTHERN COUNTIES LUBRICANTS LLC	0100	2723.83
4/15/2021	14769371	RHONDA HILL	0100	14.99
4/15/2021	14769372	JASMINE PAYNE	0100	1637.89
4/15/2021	14769373	DAVID MACLEOD	0100	12.98
4/15/2021	14769374	INFINITY COMMUNICATIONS AND CONSULTING	0100	850.00
4/15/2021	14769375	BCM CUSTOMER SERVICE	0100	506.75
4/15/2021	14769376	JENNIFER RUDLOFF	0100	20.00
4/15/2021	14769377	VERBAL BEHAVIOR ASSOCIATES,INC	0100	2613.00

4/15/2021 14769378	EWING IRRIGATION PRODUCTS INC	0100	439.26
4/15/2021 14769378	EWING IRRIGATION PRODUCTS INC	0100	2181.86
4/15/2021 14769379	GOLD STAR FOODS,INC	1300	311.24
4/15/2021 14769380	NANCY SEDGWICK	0100	601.25
4/15/2021 14769381	R3 BUSINESS SOLUTIONS	0100	12.50
4/15/2021 14769382	NAOMI VALVERDE	0100	294.44
4/15/2021 14769383	TERESA PADILLA	0100	238.12
4/15/2021 14769384	SAN DIEGO COUNTY VECTOR CONTROL PROGRAM	0100	33.48
4/15/2021 14769385	BONSALL PETROLEUM CONSTRUCTION	0100	629.06
4/15/2021 14769386	RAMONA DISPOSAL	0100	752.00
4/15/2021 14769387	AT&T	0100	74.35
4/15/2021 14769388	ARNTZ DISTRIBUTING COMPANY	1300	607.49
4/15/2021 14769389	US FOODSERVICE	1300	1176.30
4/15/2021 14769390	RICOH USA, INC.	0100	54.66
4/15/2021 14769391	VISTA HILL	0100	367.00
4/15/2021 14769392	CALIFORNIA ASSOCIATION FFA	0100	500.00
4/19/2021 14770303	OCEANUS BOTTLED WATER,INC	0100	159.90
4/19/2021 14770304	GHAZAL & SONS INC	1300	268.82
4/19/2021 14770305	R3 BUSINESS SOLUTIONS	0100	122.23
4/19/2021 14770306	RANSOM PUMP & SUPPLY	0100	89.00
4/22/2021 14771800	SYNCB/AMAZON	0100	86.19
4/22/2021 14771800	SYNCB/AMAZON	0100	17.65
4/22/2021 14771800	SYNCB/AMAZON	0100	133.39
4/22/2021 14771800	SYNCB/AMAZON	1200	31.76
4/22/2021 14771801	MELISSA RIZZO	0100	264.32
4/22/2021 14771802	LETICIA KEANE	1200	10.18
4/22/2021 14771803	FOUR SEASONS TREE COMPANY	0100	6400.00
4/22/2021 14771804	BANK OF AMERICA BUSINESS CARD	0100	118.51
4/22/2021 14771804	BANK OF AMERICA BUSINESS CARD	0100	69.76
4/22/2021 14771805	ARNTZ DISTRIBUTING COMPANY	1300	131.77
4/22/2021 14771806	LOZANO SMITH	0100	75.00
4/26/2021 14772701	NV5	0100	822.00
4/26/2021 14772702	ALL STATE PROPANE	0100	506.28
4/26/2021 14772703	HATCH & CESARIO	0100	175.00
4/26/2021 14772703	HATCH & CESARIO	0100	1833.00
4/26/2021 14772704	LEAF	0100	628.37
4/26/2021 14772705	CAL PACIFIC TRUCK CENTER,LLC	0100	631.57
4/26/2021 14772705	CAL PACIFIC TRUCK CENTER,LLC	0100	737.98
4/26/2021 14772706	US FOODSERVICE	1300	1017.83
4/29/2021 14773988	CALIFORNIA SCHOOLS VEBA	0100	8114.38
4/29/2021 14773989	SOUTHERN COUNTIES LUBRICANTS LLC	0100	1643.96
4/29/2021 14773990	MICHELLE MAHOOD	0100	225.58
4/29/2021 14773991	SPECIALIZED THERAPY SERVICES	0100	424.87
4/29/2021 14773992	CHRISTI FEEZELL	0100	1000.00
4/29/2021 14773993	HAWTHORNE MACHINERY CO.	0100	2422.05
4/29/2021 14773994	ORANGE COUNTY DEPT. OF EDUCATION	0100	5.36
4/29/2021 14773995	NINYO & MOORE	0100	252.00
4/29/2021 14773996	VLS SANDIEGO, LLC	0100	2830.50
4/29/2021 14773997	EL DORADO COUNTY OFFICE OF EDUCATION	0100	1500.00
4/29/2021 14773998	HOME DEPOT CREDIT SERVICES	0100	156.55

4/29/2021 14773998	HOME DEPOT CREDIT SERVICES	0100	167.02
4/29/2021 14773999	BANK OF AMERICA BUSINESS CARD	0100	113.89
4/29/2021 14773999	BANK OF AMERICA BUSINESS CARD	0100	276.00
4/29/2021 14774000	AT&T	0100	500.50
4/29/2021 14774001	ARNTZ DISTRIBUTING COMPANY	1300	337.77
4/29/2021 14774001	ARNTZ DISTRIBUTING COMPANY	1300	374.53
4/29/2021 14774002	SWRCB ACCOUNTING OFFICE	0100	1474.00
4/29/2021 14774003	SOUTHERN REGION CATA	0100	10.00

**Purchase Orders**  
**April 2021**

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**WUSD PO LIST PERIOD COVERED 4/1/2021 - 4/30/2021**

<b>DATE</b>	<b>VENDOR NAME</b>	<b>PO#</b>	<b>AMOUNT</b>
4/1/2021	NELSON & PADE	19-66201	13,970.40
4/5/2021	EWING	19-66211	439.26
4/7/2021	EWING	19-66212	2,372.75
4/13/2021	SOUTHWEST SCHOOL SUPPLY	19-66213	1,273.57
4/28/2021	NELSON & PADE	19-66214	279.00
4/28/2021	SOUTHWEST SCHOOL SUPPLY	19-66215	150.63
4/29/2021	CALIFORNIA MTSS	19-66216	150.00
4/29/2021	NEW EGG	19-66217	599.85

## **Consent Agenda**

- 3 . Vanessa Padilla as a classified substitute pending pre-employment screening.**
-



## **Consent Agenda**

- 4 . Interdistrict Attendance Agreement by and between Spencer Valley School District and Warner Unified School District for the school years 2021-2026.**

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

This agreement made and entered into this 10 of 03, 2021, by and between the Spencer Valley School District of San Diego County and the Warner Unified School District 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:

- 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.
- 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.
- 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.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

## **TERMS & CONDITIONS**

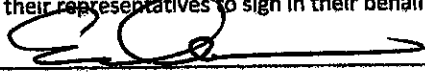
- As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
- Additional conditions:
  - ☒ Permits may be authorized 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: SVESD will require annual reapplication for interdistrict attendance permit.

## **DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS**

District: Spencer Valley School District	District:
Initial Approval / Denial: Asst. Supt, HR & Business 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: Interim Superintendent	Title:
District: Spencer Valley School District	District: Warner Unified School District
Date Approved by Governing Board: March 10, 2021	Date Approved by Governing Board:

## **Consent Agenda**

- 5 . Interdistrict Attendance Agreement by and between Vista Unified School District and Warner Unified School District for the school years 2021-2026.**

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

This agreement made and entered into this 8 of April 2021 by and between the Vista Unified 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**

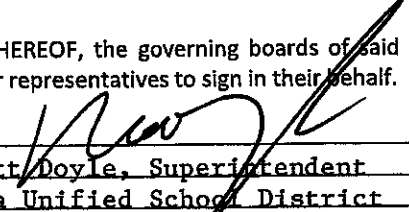
1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
  - ☒ Permits may be 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 on an annual basis.
  - ☒ Other, specify: Conditions set forth in Board Policy and/or Administrative Regulation  
and procedures.

**DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS**

District: <u>Vista Unified School District</u>	District: _____
Initial Approval / Denial: <u>Superintendent</u>	Initial Approval / Denial: _____
Appeal: <u>Assistant Superintendent</u>	Appeal: _____
Personal Conference: <u>SDCOE</u>	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: <u>Dr. Matt Doyle, Superintendent</u>	Title: _____
District: <u>Vista Unified School District</u>	District: _____
Date Approved by Governing Board: <u>April 8, 2021</u>	Date Approved by Governing Board: _____

## **Consent Agenda**

- 6 . Interdistrict Attendance Agreement by and between Escondido Union School District and Warner Unified School District for the school years 2021-2026.**

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

This agreement made and entered into this 15 of Ap, 2021, by and between the Warner Unified School District of San Diego County and the Escondido 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.

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**

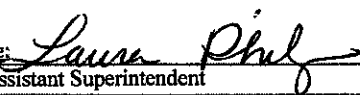
1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
  - ☒ Permits may be 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: \_\_\_\_\_

**DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS**

District:	District: Escondido Union School District
Initial Approval / Denial:	Initial Approval / Denial: Coordinator of Integrated Student Supports
Appeal:	Appeal: Director of Integrated Student Supports
Personal Conference:	Personal Conference: SDCOE

**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:	Title: Assistant Superintendent
District:	District: Escondido Union School District
Date Approved by Governing Board:	Date Approved by Governing Board: April 15, 2021

## **Consent Agenda**

- 7. Interdistrict Attendance Agreement by and between San Ysidro School District and Warner Unified School District for the school years 2021-2026.**

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

This agreement made and entered into this 15 of April, 2021, by and between the San Ysidro 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**

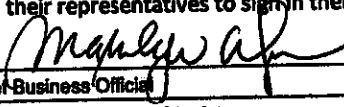
1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
  - ☒ Permits may be 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 on an annual basis.
  - ☒ Other, specify: San Ysidro school District requires for students to re-apply for interdistrict transfer annually. Location of school site, once admitted is at the discretion of the receiving district.

**DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS**

District: <u>San Ysidro School District</u>	District: _____
Initial Approval / Denial: <u>Pupil Services Designee</u>	Initial Approval / Denial: _____
Appeal: <u>Assistant Superintendent/Pupil Services</u>	Appeal: _____
Personal Conference: <u>Assistant Superintendent/Pupil Services</u>	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: <u>Chief Business Official</u>	Title: _____
District: <u>San Ysidro School District</u>	District: _____
Date Approved by Governing Board: <u>April 15, 2021</u>	Date Approved by Governing Board: _____

343-Business Services  
San Diego County Office of Education  
March 2016

WHITE - District Files  
CANARY - County Office  
PINK - District Files



## **Consent Agenda**

- 8. Interdistrict Attendance Agreement by and between Mountain Empire Unified School District and Warner Unified School District For the school years 2021-2026.**

# 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.
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: 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: <u>Warner Union</u>
Initial Approval / Denial: Director of Pupil Services	Initial Approval / Denial: <u>Superintendent</u>
Appeal: Superintendent	Appeal: <u>Superintendent</u>
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: <u>[Signature]</u>
Title: Superintendent	Title: <u>Superintendent</u>
District: Mountain Empire Unified School District	District: <u>Warner Union</u>
Date Approved by Governing Board: February 9, 2021	Date Approved by Governing Board: <u>3/09/21</u>

## **Consent Agenda**

- 9 . Agreement for professional services by and between the Warner Unified School District and Dannis Woliver Kelley, a professional corporation for legal services.**

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into on April 23, 2021, by and between the Warner Unified School District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

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

**SCOPE OF SERVICES.** District appoints Attorney to represent, advise, and counsel it from July 1, 2021, through and including June 30, 2022, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

**CLIENT DUTIES.** District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, ensure access for Attorney to communicate with the District's governing board as appropriate, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

**FEES AND BILLING PRACTICES.** Except as hereinafter provided, District agrees to pay Attorney two hundred sixty-five dollars (\$265) to three hundred sixty dollars (\$360) per hour for Shareholders and Of Counsel; two hundred forty-five dollars (\$245) to two hundred ninety-five dollars (\$295) for Special Counsel; one hundred ninety-five dollars (\$195) to two hundred sixty dollars (\$260) per hour for Associates; and one hundred thirty dollars (\$130) to one hundred eighty dollars (\$180) per hour for Paralegals and Law Clerks. The rate for Gregory J. Dannis will be four hundred twenty-five dollars (\$425) per hour. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects, particular scopes of work, or for attorneys with specialized skills. The rates specified in this Agreement are subject to change at any time by Attorney by written notice to Client and shall apply to all services rendered after such notice is given. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour, except for the first such advice in any business day, which is charged in a minimum of three-tenths (.3) of an hour. Actual travel time is charged at the rates above. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

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

District further agrees to pay third parties, directly or indirectly through Attorney, for major costs and expenses including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of District and Attorney, District may either advance or reimburse Attorney for such costs and expenses.

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

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

**INDEPENDENT CONTRACTOR.** It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

**CONFLICT OF INTEREST.** In some situations, where Attorney has relationships with other entities, the Rules of Professional Conduct may require Attorney to provide disclosure or to obtain informed written consent before it can provide legal services for a client. Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other entities throughout California. The statutory and regulatory structure of the provision of education services results in many ways in which these entities interact which could result in a conflict between the interests of more than one of Attorney's clients. If Attorney becomes aware of a specific conflict of interest involving District, Attorney will comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

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

**COUNTERPARTS.** This Agreement may be executed in duplicate originals, including facsimiles, each of which shall fully bind each party as if all had signed the same copy. Electronic copies of signatures shall be treated as originals for all purposes.

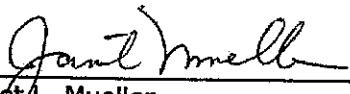
IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

WARNER UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
David MacLeod  
Superintendent

\_\_\_\_\_  
Date

DANNIS WOLIVER KELLEY

  
\_\_\_\_\_  
Janet L. Mueller  
Attorney at Law

\_\_\_\_\_  
April 23, 2021  
Date

At its public meeting of \_\_\_\_\_, 2021, the Board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.

**Calendar**  
**May 2021**

SUN MON TUE WED THU FRI SAT  
 25 26 27 28 29 30 May 1

2  
 ● 7am Native Pride Atter  
 ● 7am Murdered Missing

3  
 ● 3pm Warner Sports

4  
 Cinco de Mayo

5  
 ● 7:30am Native Pride D  
 ● 3pm Warner Sports

6  
 ○ 7am Reminder to Crea  
 ○ 7am Reminder to Crea  
 ● 11am Call With Anabel  
 ● 3pm Grad & Promotion

9  
 Mother's Day

10  
 3pm FFA State Conference Virtual Games  
 3pm FFA State Conference Virtual Games

11  
 ASSETS AND ACES  
 3 more

12  
 ● 3pm Warner Sports

13  
 ○ 7am Reminder to Crea  
 ○ 7am Reminder to Crea  
 ● 6pm FFA State Confere

16

17  
 Tax Day

18  
 ● 8am Food Bank Resou  
 ● 3pm Warner Sports

19

20  
 ● 3pm Warner Sports

21  
 ○ 7am Reminder to Crea  
 ○ 7am Reminder to Crea

23

24

25  
 ● 3pm Warner Sports

26

27  
 ● 3pm Warner Sports

28  
 ○ 7am Reminder to Crea  
 ○ 7am Reminder to Crea

29

30

31  
 Memorial Day  
 Memorial Day

Jun 1  
 ● 3pm Warner Sports

2

3  
 ● 3pm Warner Sports

4

8am Senior Trip- 2021  
 ○ 7am Reminder to Crea  
 ○ 7am Reminder to Crea  
 ● 10am Staff Meeting

5

