

Warner Unified School District

P.O. Box 8, 30951 Highway 79, Warner Springs, CA 92086

Phone (760) 782-3517 - FAX (760) 782-9117



BOARD OF TRUSTEES MEETING

REGULAR SESSION

AGENDA

TUESDAY

June 8, 2021

6:00 P.M.

LOCATION:

Multipurpose Room

BOARD OF EDUCATION

JEANNEAN ROMBAL-PRESIDENT

MELISSA KROGH-VICE PRESIDENT

MELODY SEES-CLERK

PJ STONEBURNER-MEMBER

GENE DOXEY-MEMBER

STUDENT MEMBER - None

Welcome to the Monthly Board of Trustees

Meeting PUBLIC INPUT

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

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

CONSENT AGENDA

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

CLOSED SESSION

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

AMERICANS WITH DISABILITIES ACT

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

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

B. CALL TO ORDER

C. ROLL CALL

D. ACCEPTANCE OF CLOSED SESSION AGENDA

E. CLOSED SESSION

1. 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.

F. CONVENE TO OPEN/ REGULAR SESSION

G. CALL TO ORDER

H. ROLL CALL

I. FLAG SALUTE

J. ACCEPTANCE OF OPEN AGENDA

K. REPORT OF ACTION TAKEN IN CLOSED SESSION

L. WELCOME-BOARD PRESIDENT

M. RECOGNITION:

Student : Chermaine Osuna

Staff : Madilyn Rombal

N. GENERAL BUSINESS

O. PUBLIC HEARINGS

P. APPROVAL OF MINUTES

1. Minutes of Regular Board Meeting, May 11, 2021.

2. Minutes of the Public Hearing, June 3, 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

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

T. ACTION ITEMS

1. Consider approval of the Material Revision for Pathways Charter School.
2. Consider approval of Work Experience as a new elective starting in the 2021-2022 school year.
3. Consider approval of the IntraSELPA Tuition Agreement and MOU for the Tuition Calculation between Warner Unified School District and Ramona Unified School District for the 2020-2021 school year including summer school.
4. Consider approval of the stipend list for the 2021-2022 school year.
5. Consider approval of the Employment Agreement for certificated employment of Joshua Brown as School Psychologist for the 2021-2022 school year. (E.C. 44909)
6. Consider approval of the Memorandum of Understanding by and among Warner Unified School District, Julian Union School District, Julian Union High School District and Spencer Valley Elementary School District regarding Joint Employment of the School Psychologist.
7. Consider approval of Jennifer Blackwell as a Physical Education teacher, pending pre-employment screening.
8. Consider approval of Kathryn (Nikki) Mahani as an elementary school teacher, pending pre-employment screening.
9. Consider approval of the Local Control Accountability Plan and Dashboard Local Indicators.
10. Consider approval of the Adopted Budget for the 2021-2022 school year.
11. Consider approval of the TeachersPayTeachers (TPT) School Access for the 2021-2022 school year.
12. Consider approval of the Memorandum of Understanding and associated Resolution between Warner Unified School District and the California Department of Education for Child Development Services for the California State Preschool Program.
13. Discussion and possible action regarding Sarah St. John Dental School.
14. 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. Water System Management Service Agreement between Warner Unified School District and Merl Johnson.
4. Interdistrict Attendance Agreement between Warner Unified School District and Santee School District for the school years 2021-2026.
5. Point Loma Nazarene University School of Education Student Teaching/Clinical Practice Partnership Agreement with Warner Unified School District.

6. San Diego County Superintendent of Schools Agreement for Library Media Services Subscriptions with Warner Unified School District effective July 1, 2021 through June 30, 2022.
7. Jason Helenick as a certificated substitute teacher, pending pre-employment screening.
8. Agreement by and between Warner Unified School District and Hatch & Cesario, Attorneys-at-Law for legal services for the 2021-2022 fiscal year.
9. Independent Contractor Agreement between Warner Unified School District and Fleet Maintenance Services from July 1, 2021 - June 30, 2022, for the preventative maintenance, service and repairs on site for District Fleet.
10. Agricultural Career Technical Education Incentive Grant 2021-2022 Application For Funding.

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

W. INFORMATION ITEMS AND DISCUSSION

1. District Enrollment 2020-2021:

Preschool	August	September	October	November	December
	4	9	9	12	12
January	February	March	April	May	June
12	12	12	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	118
Middle School	32
High School	56
Total	206

2. Inter-District Attendance Permits: None

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

3. Williams Complaints: 0

4. Activities Calendar: June Calendar

X. BOARD COMMUNICATION

Y. ANNOUNCEMENT OF NEXT MEETING AND ADJOURNMENT: August 10, 2021

Class	January	February	March	April	May	June
Preschool	12	12	12	12	12	12
Elementary	119	119	119	120	119	118
Middle School	35	34	34	33	32	32
High School	58	58	57	55	55	56
Total	212	211	210	208	206	206

Class	January	February	March	April	May	June
Preschool	12	12	12	12	12	12
Elementary	119	119	119	120	119	118
Middle School	35	34	34	33	32	32
High School	58	58	57	55	55	56
Total	212	211	210	208	206	206

Student / Staff Recognition

Student

Madilyn Rombal

Madi Rombal embodies a hard worker. She is one that works hard to get the job done and doesn't stop till it is done. She is diplomatic and has a great sense of humor. She has stepped up when others flake. She is reliable and she is now leaving Warner. She will make her new college proud and whatever large ranch she manages will be in good hands.

Staff

Chermaine Osuna

I would like to recognize Chermaine Osuna for her hard work. Everytime I see her class they are working hard on their lessons. When they move about the campus they are in a nice formation and use great manners to pass staff and kitchen staff. Chermaine has a high expectation for her students and her students rise to the occasion.

Minutes

Regular Meeting, May 11, 2021

Public Hearing, June 3, 2021

Staff

Charmaine Gaura

I would like to recognize Charmaine Gaura for her hard work. Everything I see her class they are working hard on their lessons. When they move about the campus they are in a nice formation and use great manners to pass staff and kitchen staff. Charmaine has a high expectation for her students and her students rise to the occasion.

WARNER UNIFIED SCHOOL DISTRICT

MINUTES OF REGULAR MEETING OF THE GOVERNING BOARD

May 11, 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. **ROLL CALL:** Members present: Rombal, Krogh, Doxey, Sees and Stoneburner.
- 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:** The meeting was called to order at 6:09 pm by Jeannean Rombal, President of the Governing Board.
- H. **ROLL CALL:** Members present: Doxey, Krogh, Rombal, Sees and Stoneburner. Absent: None
EMPLOYEES PRESENT: MacLeod, Sissons and Hill.
VISITORS: Patrice Malloy, Tiffany Lenfers, Jarom Luedtke, Brigitte Spinks, James Proby, Juan Reyes, Kelcy Sutton, Jenna Unis, Jacquie Mosley-Pastrana, Jan Krasowski, Heidi Gasca, iPhone, Julie Osuna and children.
- I. **FLAG SALUTE**
- J. **ACCEPTANCE OF OPEN AGENDA:** Motion made by Krogh, seconded by Doxey to accept the open the agenda with public hearing #2. Motion passed to accept the open agenda by unanimous vote, (5-0).
- K. **REPORT OF ACTION IN CLOSED SESSION:** Superintendent's annual evaluation. Superintendent MacLeod received a passing grade.
- L. **WELCOME- BOARD PRESIDENT:** Jeannean Rombal
- M. **RECOGNITION:** Student of the month was Jack Clarke and employee(s) of the month was Teresa Padilla.
- N. **GENERAL BUSINESS -** Delegate Assembly Elections results - Vice President Melissa Krogh won a seat as a Delegate.
- O. **PUBLIC HEARINGS:** 1. Pathways Charter School 2. San Diego Gas & Electric EV Charging Stations and Easement. Item was tabled. #2 was struck from the agenda.
- P. **APPROVAL OF MINUTES:** Motion by Doxey and seconded by Krogh. Motion passed by unanimous vote, (5-0).
 - 1. Minutes of the Regular Board meeting, April 13, 2021.
 - 2. Minutes of Special meeting, April 19, 2021.
- Q. **REPORTS**
 - 1. Student Body Representative: N/A
 - 2. Association of Warner Educators: N/A
 - 3. California School Employees Association: N/A
 - 4. Parent Teacher Community Club: N/A
 - 5. Superintendent's Report: Superintendent MacLeod had his parent LCAP meeting to get input. The consensus was there is need for additional help with mental health services. Superintendent MacLeod also discussed his extended learning plan with parents, including this year's summer school offering for 4 weeks. He reminded the Board that all promotions/graduation would be held on the last day of school and that it is a minimum day.
 - i. **DISTRICT BRIEFING:** None
 - ii. **CHARTERS:** Jenna Unis of San Diego Mission Academy made a presentation.
 - iii. **INDIAN ADVISORY COMMITTEE:** Next IAC meeting is scheduled in June.
 - 6. **BUSINESS MANAGER'S REPORT:** Andrea Sissons said Warner is seeking input and gathering reports for the Expanded Learning Opportunity Grant as well as LCAP.
 - 7. **BOARD REPORT:** Vice President Krogh announced the CSBA Delegate Assembly that is occurring on the weekend.

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

S. SPECIAL PRESENTATION: Post Secondary Project by Juan Reyes.

T. ACTION ITEMS:

1. Consider approval of the Expanded Learning Opportunities Grant Plan. Motion made by Krogh and seconded by Doxey. Motion passed by unanimous vote, (5-0).
2. Consider approval of Warner Unified School District's State Preschool Annual Report. Motion made by Doxey and seconded by Krogh. Motion passed by unanimous vote, (5-0).
3. Consider approval of Brigitte Spinks as a Warner Middle School Teacher. Motion made by Doxey and seconded by Rombal. Motion passed by unanimous vote, (5-0).
4. Consider approval of Nicholas Lawson as the 4th grade teacher, pending pre-employment screening. Motion made by Doxey and seconded by Krogh. Motion passed by unanimous vote, (5-0).
5. Consider approval of Ernesto Reyes as a bus driver starting in the 2021-2022 school year. Motion made by Krogh and seconded by Sees. Motion passed by unanimous vote, (5-0).
6. Consider approval of Ashlyn Windsor as Cafeteria Manager, pending pre-employment screening. Motion made by Sees and seconded by Krogh. Motion passed by unanimous vote, (5-0).
7. Consider approval of the Superintendent/Principal Salary schedule with proposed Steps 5-8. Motion made by Doxey and seconded by Sees. Motion passed by unanimous vote, (5-0).
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. Motion made by Krogh and seconded by Doxey. Motion passed by unanimous vote, (5-0).
9. Consider approval of the bid by davebang associates, inc. for Warner Elementary play structures. Motion was made by Krogh to combine action items 9 and 10 which was seconded by Doxey. Motions 9 and 10 passed by unanimous vote, (5-0).
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. Combined with action item 9. Both 9 and 10 passed by unanimous vote, (5-0).
11. Consider approval of the online learning program, The Master Teacher. Motion made by Sees and seconded by Krogh. Motion passed by unanimous vote, (5-0).
12. Discussion and possible action regarding Sarah St. John Dental School. Board members voiced their concern about this service being marketed as "Free" to our students, but then families' insurance companies are being billed. This item is tabled until clarification is made for the Board.
13. Discussion item: San Diego County's Socially Equitable Cannabis Program. Vice President Krogh participated in a County meeting with County fact finders.

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. Motion by Krogh and seconded by Doxey. Motion passed by unanimous vote, (5-0).

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 OF GOVERNING BOARD POLICIES, NEW ADMINISTRATIVE REGULATIONS, AND EXHIBITS. None

W. INFORMATION ITEMS AND DISCUSSION:

1. DISTRICT ENROLLMENT 2020 – 2021

Preschool	August	September	October	November	December
	4	12	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: None

4. Activities Calendar: May calendar

- X. BOARD COMMUNICATION:** President Rombal requested no special presentations at the June Board meeting. The Board was reminded that there is an LCAP meeting on Friday, June 4, 2021 and that 3 Board members must be in attendance. Both Sees and Krogh are committed. The Board also requested a graduation schedule. Superintendent MacLeod said that High School Graduation is at 6pm.
- Y. ANNOUNCEMENT OF NEXT MEETING AND ADJOURNMENT:** Next meeting to be held June 8, 2021. Motion to adjourn made by Stoneburner and seconded by Krogh. Meeting adjourned by unanimous vote at 7:56pm.

Secretary of the Governing Board

Clerk

WARNER UNIFIED SCHOOL DISTRICT

MINUTES OF THE PUBLIC HEARING MEETING OF THE GOVERNING BOARD

June 3, 2021

- A. CALL TO ORDER:** The meeting was called to order at 6:05 pm by Jeannean Rombal, President of the Governing Board.
ROLL CALL: Members present: Rombal, Krogh, Doxey and Sees. Absent: Stoneburner
EMPLOYEES PRESENT: MacLeod, Sissons and Hill.
VISITORS: None
- B. FLAG SALUTE**
- C. ACCEPTANCE OF OPEN AGENDA:** Motion made by Vice President Krogh, seconded by Sees. Motion passed by unanimous vote, (4-0).
- D. WELCOME- BOARD PRESIDENT:** Jeannean Rombal
- E. PUBLIC HEARINGS:** Vice President Krogh made a motion to open the public hearings as one unit, the LCAP and 2021-2022 Adopted Budget. Seconded by Doxey, the motion passed by unanimous vote, (4-0).
1. Local Control Accountability Plan (LCAP)
2. 2021-2022 Adopted Budget
Motion was made to close the public hearing by Doxey, seconded by Krogh. Motion passed by unanimous vote, (4-0).
- F. ANNOUNCEMENT OF NEXT MEETING AND ADJOURNMENT:** Motion was made to adjourn by Krogh, seconded by Sees. Motion passed by unanimous vote, (4-0). Meeting adjourned at 7:42 pm. Next meeting to be held June 8, 2021 at 6pm.

Secretary of the Governing Board

Clerk

TOPIC: Consider approval of the Material Revision for Pathways Charter School.

DESCRIPTION: To authorize PACSAE to enhance its dropout recovery Options for grade levels 9-12 targeting at-promise, credit Deficient, out of school, and/or out of work students by Specifying that the Adult High School Diploma program Provide instruction exclusively in partnership with PACSAE's Workforce Innovation and Opportunity Act (WIOA) partners, as contemplated by Education Code Section 47612.1(a)(1), as described in the petition.

To included a reasonably comprehensive description of The new requirements for charter schools enacted into Law after the Charter was last approved by the District.

To make other minor, technical updates as necessary.

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval.

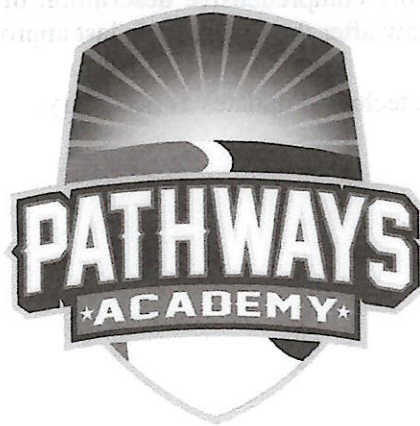
Pathways Academy Charter School - Adult Education

Petition for Authorization

Presented to

WARNER UNIFIED SCHOOL DISTRICT

Request for Material Revision Submitted on May 11, 2021



ADULT EDUCATION

Presented by:

**Pathways Academy Charter School -
Adult Education**

**100 E. San Marcos Blvd, Suite 350
San Marcos, CA 92069**

Petitioner's Point of Contact:

**Kurt Madden, CEO
760-494-9646**

Purpose of Request for Material Revision

Pathways Academy Charter School Adult Education ("PACSAE" or the "Charter School") respectfully presents the Warner Unified School District ("WUSD" or the "District") with a request to materially revise PACSAE's current charter petition for the term of July 1, 2019 – June 30, 2024 (the "Charter"). This request is submitted to make the following changes to the Charter, which have been incorporated herein:

- To authorize PACSAE to enhance its dropout recovery options for grade levels 9-12 targeting at-promise, credit deficient, out of school, and/or out of work students by specifying that the Adult High School Diploma program provide instruction exclusively in partnership with PACSAE's Workforce Innovation and Opportunity Act (WIOA) partners, as contemplated by Education Code Section 47612.1(a)(1), as described in the petition.
- To include a reasonably comprehensive description of the new requirements for charter schools enacted into law after the Charter was last approved by the District.
- To make other minor, technical updates as necessary.
-

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AFFIRMATIONS

PACSAE hereby certifies that the information submitted in this petition to revise the Charter for PACSAE, a California public charter, chartered by and submitted to the District is true to the best of our knowledge and belief; we also certify that this petition does not constitute the conversion of a private school to the status of a public charter school; and further, we understand that if the revision to the Charter is approved, PACSAE will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited that PACSAE shall comply with the following:

- Shall meet all statewide standards and conduct the student assessments required pursuant to Education Code Sections 60605 and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(d)(1)]
- Shall, on a regular basis, consult with PACSAE parents, legal guardians, and teachers regarding the PACSAE educational programs. [Ref. Education Code Section 47605(d)(2)]
- Shall be deemed the exclusive public school employer of the employees of PACSAE for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(c)(6)]
- Shall be nonsectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(e)(1)]
- Shall not charge tuition. [Ref. Education Code Section 47605(e)(1)]
- Shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(e)(1)]
- Shall admit all students who wish to attend Charter School, and who submit a timely application, unless PACSAE receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a public random drawing process. Preference in the public random drawing shall be extended to pupils currently attending the charter school and pupils who reside in the school district, except as provided in Education Code Section 47614.5. Preferences, including, but not limited to, siblings of pupils admitted or attending the charter school, children of charter school teachers, staff, or founders named in the initial charter, may be permitted by the chartering school district on an individual charter school basis. The priority order for any admissions preferences shall be determined in the charter petition and shall comply with all of the following:
 - i) Each preference type shall be approved by the charter authorizer at a public hearing
 - ii) Preferences shall be consistent with federal law, the California Constitution, and Education Code Section 200;
 - iii) Preferences shall not result in limiting enrollment access for students with disabilities, academically low-achieving students, English Learners, neglected or

delinquent students, homeless or economically disadvantaged students, foster youth, or based on a student's nationality, race, ethnicity, or sexual orientation;

iv) In accordance with Education Code Section 49011, preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment. [Ref. Education Code Section 47605(e)(2)(A)-(C)] To the extent applicable, PACSAE may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, PACSAE.

-
- If a pupil is expelled or leaves PACSAE without graduating or completing the school year for any reason, PACSAE shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades, and health information. [Ref. Education Code Section 47605(e)(3)]
 - Shall not discourage a student from enrolling or seeking to enroll in PACSAE for any reason, including, but not limited to, academic performance of the student or because the student exhibits any of the characteristics described in Education Code Section 47605(d)(2)(B)(iii). [Ref. California Education Code Section 47605(e)(4)(A)]
 - Shall not request a student's records or require a parent, guardian, or student to submit the student's records to PACSAE before enrollment. [Ref. California Education Code Section 47605(e)(4)(B)]
 - Shall not encourage a student currently attending PACSAE to disenroll from PACSAE or transfer to another school for any reason, including, but not limited to, academic performance of the student or because the student exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii). This subparagraph shall not apply to actions taken by PACSAE pursuant to the procedures by which students can be suspended or expelled from the Charter School for disciplinary reasons or otherwise involuntarily removed from the Charter School for any reason. [Ref. Education Code Section 47605(e)(4)(C)]
 - Shall comply with Education Code Section 47605(e)(4)(D) by posting the appropriate notice on PACSAE's website and providing a copy to a parent, guardian, or student as required.
 - Shall adhere to all applicable provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and the Individuals with Disabilities Education Improvement Act of 2004.
 - Shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. California Code of Regulations, Title 5, Section 11967.5.1(f)(5)(c)]
 - Shall ensure that teachers at PACSAE hold a Commission on Teacher Credentialing certificate, permit, or other document required pursuant to Education Code Section 47605(1) or other applicable law, as amended from time to time.
 - Shall at all times maintain all necessary and appropriate insurance coverages.

- Shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D) as it applies to independent study charter schools.

- Shall follow any and all other federal, state, and local laws and regulations that apply to PACSAE including but not limited to:

- PACSAE shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. California Education Code Section 47612.5(a)(2)]
- PACSAE shall on a regular basis consult with its parents and/or guardians or adult students and teachers regarding PACSAE's education programs. [Ref. Education Code Section 47605(d)(2)]
- PACSAE shall comply with any jurisdictional limitations to locations of its facilities. [Ref. Education Code Sections 47605 and 47605.1]
- PACSAE shall comply with all laws establishing the ages for public school enrollment. [Ref. Education Code Sections 47612(b), 47610(c), and 47612.1]
- PACSAE shall comply with all applicable portions of the Elementary and Secondary Education Act and as re-authorized and amended by the Every Student Succeeds Act.
- PACSAE shall comply with Education Code Section 47604.1, and be subject to the Ralph M. Brown Act, the California Public Records Act, the Political Reform Act, and Government Code Section 1090 *et seq.*, as they may be amended from time to time.
- PACSAE shall comply with the Family Educational Rights and Privacy Act.
- PACSAE shall meet or exceed the legally required minimum number of school days as applicable. [Ref. California Code of Regulations, Title 5, Section 11960(b)]
- PACSAE shall comply with federal, state, and district mandates regarding English Learner ("EL") education and re-designation of EL students and meet all requirements of federal and state laws regarding equal access to the curriculum for English Learners.
- PACSAE shall comply with the conditions of apportionment set forth in Education Code Section 47612(b) that average daily attendance not be generated by a pupil who is not a California resident, and that "a pupil over 19 years of age shall be continuously enrolled in public school and make satisfactory progress towards award of a high school diploma," to remain eligible for generating charter school apportionments, except as exempted by Education Code Section 47612.1(a)(1).

ELEMENT 1: EDUCATIONAL PLAN

Governing Law: The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners. – California Education Code Section 47605(c)(5)(A)(i).

The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals. – California Education Code Section 47605(c)(5)(A)(ii).

If the proposed charter school will serve high school pupils, the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the "A" to "G" admissions criteria may be considered to meet college entrance requirements. – California Education Code Section 47605(c)(5)(A)(iii).

1) Mission

PACSAE seeks to develop literate, educated thinkers and achievers who:

- Respect themselves
- Respect others
- Pursue knowledge
- Apply facts and theories to solve problems
- Participate productively in the economy and their communities
- Become motivated and able to learn for a lifetime

PACSAE will pursue this vision with a philosophy of:

- Hiring, supporting, and continuously training a high-quality faculty and administration
- Working cooperatively with staff, students, and client agencies
- Tailoring education programs to meet each student's needs
- Assessing students on an ongoing basis
- Holding ourselves accountable for producing positive outcomes

To achieve our objectives, PACSAE will:

- Market our school as broadly as possible to attract talented faculty and staff
- Create program-improvement teams among our staff, our students, and our client

agencies

- Develop Student Achievement Plans for each of our students
- Employ innovative real-time assessment instruments to measure student needs and progress
- Monitor our success in improving student competencies—awarding achievement and correcting deficiencies

2) Educational Philosophy

The school seeks to attract and serve a group of students who can benefit from instruction that is more freely scheduled, flexibly paced, individually targeted, and closely monitored than can occur in a traditional “brick and mortar” classroom. PACSAE’s model becomes distinguishable from other virtual/homeschool or self-directed learning models in that students benefit from intensive academic support from professional educators, a feature lacking in other virtual and independent study settings.

The petitioners believe that education success depends on positive student engagement and high levels of interaction with content, instructor, and fellow learners. That interaction occurs when learning is fun, challenging, flexibly paced, and situated in a climate where curiosity and risk-taking are rewarded.

This learning climate is made possible by a curriculum that is aligned to California’s academic content standards and targeted to individual learner needs. Our curriculum is delivered through a PACSAE Staff model, which may include online and blended learning that balance the unique advantages of traditional and virtual classroom approaches. The curriculum is designed to cover the full content in each core subject by the end of each academic year.

However, the flexible pacing in our approach enables the adult student, under the guidance of the educator, to spend more intensive time and effort in areas of need. This model allows teachers to better address each student’s unique learning and communication style, cultivate independent thought, and offer alternative or supplemental learning options that prepare students for the real-life complexities of higher education or the job market in the 21st century.

PACSAE’s educational model is intended to cultivate learning habits that keep the mind open, curious, and alert. An “educated person in the 21st century” is able to learn continuously, perceive opportunity, and adapt talents and skills to novel situations. These characteristics and habits reveal themselves when a person adapts learned capabilities to a job or career that did not exist when those capabilities were first formed. This dynamic demonstrates that the curious and open-minded are by nature “lifelong learners.” Our model engenders this mentality by enabling the student to interact with the curriculum in a manner that motivates him or her to pursue individual interest while proceeding through the required content.

PACSAE will position its adult students for success by enabling students to learn any time, any place, and by deploying flexible learning, teaching, curricular, and staffing models that adapt to the uniqueness inherent in every student and learning situation. It will empower them to take ownership of their education and develop not only knowledge, skills, and abilities, but also the confidence, creativity, and resourcefulness to deploy them adaptively in response to the challenges and opportunities of the 21st century.

3) Accreditation

PACSAE will seek accreditation by the Western Association of Schools and Colleges (WASC) in the first year of operation. PACSAE staff members and leadership team have extensive knowledge and expertise in the area of accreditation, and the curriculum and program meet the high standards of WASC.

4) Students to Be Served

PACSAE will deliver two unique dropout recovery options for grade levels 9 – 12 targeting at-risk, credit deficient, out of school, and/or out of work students. The first option is the Traditional High School Diploma for students ages 16+. The second option is the Adult High School Diploma for students ages 18+. Both options provide instruction exclusively in partnership with our WIOA partners, as contemplated by Education Code Section 47612.1(a)(1).

PACSAE seeks to serve students by creating partnerships with local organizations who serve youth through WIOA grant funding or other grant funded programs. These partnerships will give PACSAE students access to additional workforce development training, ancillary services, and training to prepare them to be contributing members of the community and workforce upon graduation and completion of the program.

Workforce Investment Opportunity Act

The federal Workforce Innovation and Opportunity Act (WIOA), which superseded the Job Training Partnership Act, offers a comprehensive range of workforce development activities through statewide and local organizations. Available workforce development activities provided in local communities can benefit job seekers, laid off workers, youth, incumbent workers, and new entrants to the workforce, veterans, persons with disabilities, and employers.

The purpose of these activities is to promote an increase in the employment, job retention, earnings, and occupational skills improvement by participants. This, in turn, improves the quality of the workforce, reduces welfare dependency, and improves the productivity and competitiveness of the nation.

Title I of the WIOA authorizes services for youth, adults, and laid-off workers. Eligible youth must be 16 to 25 years of age, low income, and meet at least one of six specific barriers to employment. A year-round youth program emphasizes attainment of basic skills competencies, enhances opportunities for academic and occupational training, and provides exposure to the job market and employment. Activities may include instruction leading to completion of secondary school, tutoring, internships, job shadowing, work experience, adult mentoring, and comprehensive guidance and counseling. The program emphasizes services for out-of-school youth.

While eligible laid-off workers are generally individuals who have been terminated from their last employment and are unlikely to return to their previous industry or occupation, displaced homemakers and self-employed individuals also may qualify for these services. Adult and laid-off worker services are provided through locally based One-Stop career centers. Comprehensive One-Stop career centers provide access to a full range of services pertaining to employment, training and education, employer assistance, and guidance for obtaining other assistance. While

WIOA requires One-Stop career centers to provide specific services, local areas may design programs and provide services that reflect the unique needs of their area.

One-Stop career centers use varied strategies in providing the appropriate services to meet the needs of their customers:

- **Core Services** are available and include, in part, labor market information, initial assessment of skill levels, and job search and placement assistance.
- **Intensive Services** are available to eligible unemployed individuals who have completed at least one core service, but have not been able to obtain employment, or employed individuals needing additional services to obtain or keep employment that will lead to personal self-sufficiency.
- **Training Services** are available to eligible individuals who have met the requirements for intensive services and have not been able to obtain or keep employment. Individual Training Accounts are established to finance training based upon the individual's choice of selected training programs.

The Governor has appointed a State Workforce Investment Board (WIB) consisting primarily of representatives from businesses, labor organizations, educational institutions, and community organizations. The State WIB assists the Governor in designing a statewide plan and establishing appropriate program policy.

Benefits of WIOA

The activities provided by WIOA at the local level offer a variety of benefits to both program participants and the communities in which they reside:

Job Seekers

Universal access to job search and labor market information

- Advice, counseling, and support
- Education and skills training
- Individual choice of service

Youth

•

- Basic skills assessment
- Resources and guidance help to attain educational goals
- Leadership development opportunities
- Exposure to work environment through training and adult mentoring

Employers

- Influence over local area employment policy
- Improved and trained employee pool
- Development of on-the-job and customized training opportunities
- Assistance for laid-off workers

Community

- Access to local area job market information
- Improved workforce quality
- Services designed for local area needs
- Reduced need for welfare

Instructional Framework

PACSAE believes that if we a) provide enrollment and access for all students; b) provide a personalized yet flexible learning plan; c) provide rigorous and relevant learning experiences; and d) give pathways to careers and/or college, then we can ensure our young people will be successful in school and prepared to be competitive in today's global economy.

5) Curriculum and Instructional Design

Student Information System

School Pathways provides the Student Information System (SIS), which keeps all student information and allows the school to continually assess its educational program to make data driven decisions relative to course offerings and student outreach. The SIS has a sophisticated reporting capability that all faculty and staff have access to at varying levels (access is granted dependent on employee status and job needs). This system houses student information and records, employee information and records, grades and transcripts, and state testing information. The SIS self-reports relative to state reporting mandates such as CALPADs, and it is used to create and house the master schedule. It is one of the only Student Information Systems of its kind relative to state reporting and is quite sophisticated and reliable.

In addition, the SIS provides the capability of making decisions about curriculum offerings and teacher assignments; determining correct student course placement; using state testing data for student placement and support needs; and tracking grades and progress toward graduation. PACSAE strives to be a data driven organization in order to make decisions that best serve student needs and help them become successful graduates of the school.

Curriculum Provider and Learning Management Systems

The school's learning environment will be led by PACSAE staff, with curriculum delivered via synchronous and asynchronous modes in both an online or traditional Independent Study environment. PACSAE will contract with multiple companies to offer the most up to date, quality curriculum possible. The curriculum is chosen based on state standards, student's learning style, student's working level, and the educational philosophy being followed.

Core courses cover all the essential subject divisions within each of these academic areas: language arts, mathematics, history/social science, physical sciences, and life sciences. Since PACSAE focuses on the California state graduation requirements, elective courses will be limited, focusing on college and career readiness and CTE course offerings. These courses will be offered through PACSAE or the WIOA partner organizations.

Each PACSAE student receives instruction that embeds the California Academic Standards and is tailored to his or her specific learning needs via pre-assessments and ongoing, synchronous/asynchronous assessment within the course. In order to meet the needs of our adult

students, instructors work directly with students by answering their questions, explaining concepts and techniques as necessary, adjusting lessons and assignments as needed, and monitoring student pace. Instructors may meet with students virtually where live, synchronous teaching sessions are held; through phone, email and messaging platforms; and during established office hours (using the means described above). Assessments reveal target areas in need of academic support. Using this information, instructors and support staff can then work to supplement student academic skills to support student success. Such support can be meant to accelerate skills or build skills which are lacking, such that they have blocked student achievement.

PACSAE staff encourage student achievement through mentoring and support, for example by helping students navigate the online system, understanding school policies and protocols, and planning their class schedules and course sequencing. Counselors also organize college information meetings, instruction in school success, and work closely with families who have special needs such as those with an Individualized Education Program ("IEP") or English Learner ("EL") issues.

Designed by PACSAE and deployed according to PACSAE's Independent Study model, the charter school's goal is to provide an optimal learning environment while engaging students with a user- friendly curriculum model. All PACSAE administration, teachers, and support staff tailor student support and success strategies through the lens of what is best for students as a whole as well as for students individually.

Attendance Tracking

The only item that counts for independent study attendance credit is evaluated work or work products that were completed and submitted by the due dates established in the written agreement. When the adult learner submits or demonstrates the evidence of work accomplished in the achievement of set objectives, the teacher credits the student with attendance. This varies day-to-day because instruction is available 24/7 and is paced flexibly according to individual student needs. For Independent Study students, instructional time is systematically logged and reported by the LMS, by attendance in live sessions, and/or by offline work recorded in an official online learning log, created by the attendance coordinator based on the auditor's recommendations. Attendance is reported for both content items and course tools, including all readings, assignments, exams, journal, whiteboard/synchronous session tool, chat, document sharing, and Dropbox. Academic work records will be uploaded to School Pathways each learning period to verify student work hours while in the Independent Study setting.

6) Plan for Students Who Are Academically Low Achieving Identifying and Understanding Low Achievers

PACSAE's instructional team is prepared to work with a diverse student population and to focus intensively on those who struggle academically and perform below expectations. The petitioners understand that adult students can find themselves struggling for a variety of reasons. Some have difficulty staying on task; others have become accustomed and resigned to lowered expectations based on a pattern of past setbacks. Some have difficulty with one subject area but not another. Some have trouble working in the early morning, or after lunch. Every student is different, and every struggling student struggles uniquely. This is, in fact, one of the major reasons why some students choose an Independent Study model.

These students will be identified through past grades and state test scores; discussions with parents and previous PACSAE staff observations; IEPs; writing samples; and the results of diagnostic skills assessments that may be given to incoming students. Using this information, PACSAE teachers and PACSAE Staff can create a pathway to success for each student. This involves not only appropriate course placement but also accommodations and adaptations that teachers make to the curriculum and their instructional approach to meet the needs of each individual student.

Structural Elements and Strategic Responses for Raising Student Achievement Levels

To meet the challenges faced by struggling adult students, instructors will offer continuous motivation and support, seek ways to engage students in meaningful learning through multiple delivery methods, and work one-on-one with students in various ways. These include individual student/teacher calls, teacher/parent phone conferences (for minor students), in-person meetings, academic team phone conferences, and individual student/teacher "whiteboard" sessions. Where needed, individual tutoring can also be provided.

The flexible nature of our pacing and curriculum allow teachers to provide remediation, support, and additional challenge wherever it is needed during the year, proactively supporting students and addressing individual needs before more intensive intervention efforts are required.

While all students can benefit from the flexible pacing inherent in the Charter School's Independent Study program, struggling students in particular will benefit from a curriculum that does not mandate that all students demonstrate their knowledge and skills in identical ways or at identical times.

Instruction is designed around a full assortment of graded assignments that afford students varied ways to demonstrate mastery of content. These include group discussions, written and verbal course assignments, practice assignments, quizzes, journals, essays, creative writing papers, research projects, group projects, exams, reviews/case studies, and portfolio pieces. Additionally, prep and/or remediation is available to students in order to help them achieve proficiency on all CAASPP exams.

PACSAE's goal is to meet the academic needs of all our students (which include ethnic, socio-economically disadvantaged, homeless, and foster youth) through the use of academic and social emotional supports. Students who are low achieving will be identified using our internal assessments. If a student is performing below 60% using these assessment methods, they will be considered Low Achieving and support will be put into place. Instruction adapted to the needs of low achievers will also emerge from data-driven analyses of their performance, and the teacher interventions that result. These interventions will be based on California Academic Standards.

Student Success Team

A Student Success Team (SST), including parents of minor students, teacher, and other school personnel or interested persons, uses a systematic problem-solving approach to assist students with any concerns that are interfering with success. The SST clarifies problems and concerns, develops strategies and organizes resources, provides a system for school accountability, and serves to assist and counsel the parent, teacher, and student. An SST is a general education function. All students can benefit from an SST, including but not limited to those students achieving below grade level, those who are achieving above grade level and require greater

Anyone who has a concern for a student can refer that student to SST for consideration. Anyone connected with the student can be included in the SST to provide information about the student, including strengths, concerns, and strategies that have been used in the past. Team members may include but are not limited to teachers, parents, PACSAE Staff, doctors, administration, social workers, and law enforcement. The meeting is designed to bring out the best in the people involved.

Our twelve SST meeting steps include:

1. Team members introduce themselves and their roles.
2. Purpose and process of the meeting are stated.
3. Timekeeper is appointed.
4. Strengths are identified.
5. Concerns are discussed, clarified, and listed
6. Pertinent information and modifications are listed.
7. Concerns are synthesized; one or two are chosen for focus.
8. Strategies to address concerns are brainstormed.
9. Team chooses best strategies to carry into actions.
10. Individuals make commitments to actions.
11. Person responsible and timelines for actions are recorded.
12. Follow-up date is set.

After implementation of a SST plan and follow-up, the plan will be further reviewed/revised to address concerns that have not been adequately addressed and/or effectively resolved. In addition, a referral for special education assessment might be deemed appropriate through the SST process.

All grade level teachers meet with at-risk students and their parents or adult students when necessary throughout the year. The result of such meetings may be a plan that has consensus on how to support the individual student, with specific responsibilities delegated to the students, parents and teachers.

Credit Recovery

PACSAE's academic program offers a credit recovery options for all students. PACSAE students have the potential to recover credits depending on how quickly courses are completed. Adult students receive personalized support from PACSAE Staff which includes weekly check-ins via email or phone, a credit recovery plan of courses the student needs to retake, encouragement, and pacing assistance to keep students on pace and moving through the courses. Teachers are available to support students in their classes by phone, email, and the virtual classroom. They provide students with recorded live sessions, tutoring, and any other support they need to be successful in their classes.

7) Plan for Students Who Are Academically High Achieving

On the occasion that a student is academically high achieving but has not completed high school, PACSAE teachers and staff will work to create a Personalized Learning Plan (PLP) that will

meet the exceptional needs of the student and prepare the student for postsecondary college and career options. When we encounter these types of students who wish to accelerate through the curriculum

and/or have a specific interest in a particular subject, we will provide the following options:

3.0 Acceleration Options

The following options are available to students who are academically gifted and/or have a specific interest in a particular subject. These options are designed to provide students with a more challenging and rigorous learning experience and to prepare them for postsecondary college and career options.

3.1 Acceleration Options for Gifted and Talented Students

3.1.1 Acceleration Options for Gifted and Talented Students in Mathematics

3.2 Acceleration Options for Gifted and Talented Students in Science

3.2.1 Acceleration Options for Gifted and Talented Students in Science

3.2.2 Acceleration Options for Gifted and Talented Students in Science

3.2.3 Acceleration Options for Gifted and Talented Students in Science

3.2.4 Acceleration Options for Gifted and Talented Students in Science

3.2.5 Acceleration Options for Gifted and Talented Students in Science

3.3 Acceleration Options for Gifted and Talented Students in Language Arts

3.3.1 Acceleration Options for Gifted and Talented Students in Language Arts

3.3.2 Acceleration Options for Gifted and Talented Students in Language Arts

3.3.3 Acceleration Options for Gifted and Talented Students in Language Arts

3.3.4 Acceleration Options for Gifted and Talented Students in Language Arts

3.3.5 Acceleration Options for Gifted and Talented Students in Language Arts

3.4 Acceleration Options for Gifted and Talented Students in Social Studies

3.4.1 Acceleration Options for Gifted and Talented Students in Social Studies

and graduate early, they have an opportunity to do so with PACSAE staff and teacher approval.

8) Plan for English Learners

PACSAE will develop and implement a plan to serve English Learner ("EL") students which addresses their needs; meets all state and federal mandates; and, which has a goal of exiting students from EL status. PACSAE will have access to an Assessment Coordinator on staff who coordinates all ELPAC testing, works with teachers to provide EL support in the general education setting as outlined in the charters EL Master Plan.

EL students who do not accelerate one level per year on the ELPAC, or a similar benchmark on the ELPAC, will be monitored and given extra targeted support services.

PACSAE will translate documents into Spanish for families for whom Spanish is the primary language, and other primary languages, as applicable. Documents including all ELPAC testing correspondence, all reclassification materials, and the Master Agreement will be translated into Spanish and other primary language, as applicable.

Identifying Students as EL

EL students are targeted for ELPAC testing when the Home Language Survey indicates that their primary home language is a language other than English.

- All students identified EL via the home language survey will be ELPAC tested at the beginning of each year.
- Parents and/or adult students will be notified of ELPAC results within 30 days from when Charter School receives the testing results.
- All PACSAE students are in an English Language Mainstream academic program with an EL Support Course. The mainstream curriculum is taught by CLAD certified teachers and includes vocabulary, visual, and thematic based support. EL students are accommodated within this curriculum by providing multiple opportunities to demonstrate mastery on all assessments, including writing assignments.

Criteria for Reclassifying (RFEP) EL students

The following criteria are used in tandem to determine reclassification:

- Minimum ELPAC Overall Score of 4
- Minimum ELPAC Oral Language Score of 4
- Minimum ELPAC Written Language Score of 3
- Teacher Evaluation
- Parent Approval
- Smarter Balanced and/or Local Assessments can also be used in determining student readiness for reclassification

EL Support Class

The EL support class will cover the state EL Content Standards and focus on building skills in

academic vocabulary and reading/writing across the curriculum. Students will receive elective credit for the course. The course aids EL students by providing scaffolding to build skills in academic reading and writing in all content area courses. Students will be placed in the course based on their status as an EL student until they have been reclassified. English Language core courses are chosen based on academic level and elective courses are chosen based on student interest and need (i.e. the EL support course).

- All units include vocabulary and grammar building components and targeted reading/writing strategies across content areas.
- Each individual unit is centered around a specific theme and a specific reading/writing strategy.
- EL students will be monitored every quarter relative to performance in the EL support class and progress in all academic courses. The Assessment Coordinator will conference with core and support teachers on an ongoing basis (quarterly).
- All EL students will be contacted bi-weekly for check-in and progress monitoring.
- Parents and/or guardians will be included in all correspondence regarding student progress (if applicable).

9) Plan for Special Education

PACSAE will provide a rigorous curriculum for all students. PACSAE understands that the school will have the obligation to serve students with exceptional needs and that the school, pursuant to applicable state and federal law, must ensure that all of its students have access to a free and appropriate public education in the least restrictive environment.

PACSAE is a current member of the Sonoma County Charter Special Education Local Plan Area (SELPA). A change in LEA status or SELPA membership shall not require a material revision of this charter.

PACSAE anticipates enrolling students with IEPs or enrolling students who may require testing for appropriate placement and possible services. PACSAE will work proactively and cooperatively with families, the teaching staff, and the District to adhere to state and federal mandates in servicing Special Education students including, but not limited to: testing; creating and updating IEPs; special services as provided by outside providers or by the District, etc. We will also ensure that:

- We employ admissions and enrollment practices that are non-discriminatory toward students with IEPs.
- Special needs students are under the guidance of and receive support from the schools Special Education Case Managers.
- Special Education Case Managers are ensuring that the staff working with students with IEPs are trained in how to fulfill the requirements of the IEPs and in how to best academically support Special Education students in their classes.
- In working with Special Education students, our school is the least restrictive environment and most appropriate placement for the student as dictated by law.
- PACSAE requests and obtains student's cumulative files and other documents in a timely fashion.
- We review student assessment data, including but not limited to state-mandated testing, to identify students who may be falling behind expectations in their academic progress and in need of additional support or services.

Referral and Assessment

PACSAE adult students who are referred for Special Education testing after admission to the program will be tested using appropriate assessments by PACSAE Special Education Case Managers. Students identified after testing as qualifying for services will receive special education and/or related services under the terms of applicable special education law and as specified by the resulting Individualized Education Program ("IEP"). The services may or may not be supplied directly by PACSAE staff dependent on student needs, the terms of a Memorandum of Understanding ("MOU") between PACSAE and the District if any, and /or the availability of services which may be provided by outside vendors. If this assessment identifies that the student has exceptional needs and requires special education and/or related services under the terms of applicable special education law, PACSAE will convene and conduct IEP team meetings.

Individualized Education Programs and Service Delivery

PACSAE will plan and conduct the IEP team meetings and processes and will designate staffing and other resources needed to implement the special education and related services called for by the IEP. Adult student progress toward the goals specified in the IEP would be monitored regularly, and formally reviewed by the IEP team on at least an annual basis. Resource specialists will help PACSAE teachers tailor their instruction to ensure that the needs of all Special Education students are being met.

Curriculum may be adapted to meet the IEP in the following ways:

- Students may be given an extra attempt on quizzes and tests.
- Students may be able to review quiz questions only (not topic tests).
- Students have access to enotes to use during quizzes and tests.
- Students may have the text to speech option.
- If they are in credit recovery, students may pass with a 60% not a 70% on the pretest.

Accommodations for students with IEPs and 504s may include:

- Record all live sessions
- Simplify/Clarify assignment and test instructions
- Reset tests and quizzes
- Extended time for the completion of assignments, tests and quizzes
- Excuse redundant course assignments
- Provide step by step breakdown of how to complete complex assignments
- Allow resubmission of assignments, tests and quizzes to receive full credit
- Use of notes during assignments, tests, quizzes and/or final exams
- Use of a calculator during assignments, tests, quizzes and final exams
- Shortening of assignments as long as content meets rubric guidelines
- Provide study guides for final exams
- Provide content or essay outlines, webbing strategies when appropriate
- Provide organizational and instructional strategies when appropriate
- Scaffolding
- Concept mapping

● Checklists

1. The first step in the process is to identify the problem.

2. The second step is to gather information.

3. The third step is to analyze the information and identify the causes of the problem.

4. The fourth step is to develop a plan of action to address the problem.

5. The fifth step is to implement the plan and monitor the results.

6. The sixth step is to evaluate the results and make adjustments as needed.

7. The seventh step is to document the process and results for future reference.

8. The eighth step is to communicate the results to the relevant stakeholders.

9. The ninth step is to review the process and make improvements as needed.

10. The tenth step is to ensure that the process is sustainable and can be repeated in the future.

11. The eleventh step is to provide training and support to the staff involved in the process.

12. The twelfth step is to establish a system for ongoing monitoring and evaluation.

- Multi-media access (video, audio, text)

Due Process

In the event of a due process claim to enforce provisions of applicable special education law, PACSAE is committed to working in cooperation with the District to the maximum extent permitted under law to respond to and defend the Charter School and the District in the process.

PACSAE will provide a rigorous curriculum for all adult students. PACSAE understands that the school will have the obligation to serve students with exceptional needs and that the school, pursuant to applicable state and federal law, must ensure that all of its students have access to a free and appropriate public education in the least restrictive environment.

PACSAE intends to elect LEA status and work through Sonoma County Charter Special Education Plan (SELPA) for the funding and provision of special education programs and services.

Section 504 /ADA

PACSAE shall be solely responsible for its compliance with Section 504 and the ADA. All facilities of PACSAE shall be accessible for all students with disabilities in accordance with the ADA.

PACSAE recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of PACSAE. Any adult student who has an objectively identified disability which substantially limits a major life activity, such as learning, is eligible for accommodation by PACSAE.

A 504 team will be assembled as needed by the Program Director and will include qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options and the legal requirements for least restrictive environment.

The 504 team will review the student's existing records, including academic, social and behavioral records and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation will be carried out by the 504 team who will evaluate the nature of the student's disability and the impact upon the student's education.

This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team will consider the following information in its evaluation:

- a) Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- b) Tests and other evaluation materials including those tailored to assess specific areas of educational need and not merely those which are designed to provide a

single general intelligence quotient.

c) Tests that are selected and administered so as to ensure that when a test is

administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever factor the test purports to measure rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing and notice given in writing to the parent or guardian of the student (if applicable) in their primary language along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEA, a referral for special education assessment will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team will be responsible for determining what, if any, accommodations are needed to ensure that the student receives the free and appropriate public education ("FAPE").

In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the PACSAE professional staff. The parents/guardian or adult student shall be invited to participate in 504 team meetings where program modifications for the student will be determined and they will be given an opportunity to examine in advance all relevant records. The 504 Plan shall describe the Section 504 disability and any program modification that may be necessary. In considering the 504 Plan, a student with a disability requiring program modification shall be placed in the regular PACSAE program along with those students who are not disabled to the extent appropriate to the individual needs of the student with a disability.

All 504 team participants, parents, and guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. The PACSAE Director will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she review the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, continued eligibility or readiness to discontinue the 504 Plan.

Summary

PACSAE shall comply with all applicable state and federal laws in serving students with disabilities including, but not limited to, Section 504 in the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA") and the Individuals with Disabilities in Education Improvement Act ("IDEA").

In coordination with the Sonoma County Charter Special Education Plan, PACSAE intends to function as an LEA for purposes of providing special education and related services under the IDEA and in accordance with Education Code Section 47641(a).

ELEMENT 2: MEASURABLE STUDENT OUTCOMES

Governing Law: The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subdivision (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school. – California Education Code Section 47605(c)(5)(B).

Local Control Accountability Plan ("LCAP")

PACSAE will produce a Local Control Accountability Plan ("LCAP")/ Annual Update using the LCAP template adopted by the State Board of Education, with clearly defined goals, actions, and measurable outcomes, both school-wide and for each subgroup of pupils, pursuant to Education Code Sections 47605(c)(5)(A)(ii) and 47605(c)(5)(B), and aligned with the eight state priorities as described in Education Code Section 52060(d). The most recent LCAP is available on PACSAE's website, and we are happy to provide the District a copy upon request. PACSAE shall annually update the LCAP, including the goals, annual actions and measurable outcomes identified therein and summarized below.

PACSAE's Board of Directors shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP or annual update. The agenda for the public hearing will be posted at least 72 hours before the public hearing, and the LCAP or annual update will be made available for public inspection at each site operated by PACSAE. PACSAE shall submit the LCAP to the District and the County Superintendent of Schools on or before July 1 each year, as required by Education Code Section 47604.33. The LCAP and any revisions necessary to implement the LCAP shall not be considered a material revision to the charter and shall be maintained by PACSAE at the school site.

Measurable Pupil Outcomes (LCAP Goals)

Whether adult students are low achieving, high achieving, special education, or require English language development, an adult student's progress toward expected outcomes depends on a continual monitoring of individual student growth. PACSAE will pursue the pupil outcomes, as measured by multiple and varied benchmark assessments (as detailed below), that are aligned to state content standards, matched with the state and federal accountability systems, and reflect proficiency measures required by the CAASPP system.

The petitioners believe that both student performance metrics and school performance metrics are indicators of how well students have developed the qualities and abilities we seek to instill. These include high levels of engagement, and the ability to take charge of their own learning by taking advantage of the program's flexibility and diverse paths to content mastery.

The petitioners have therefore set frequent and measurable goals for both student and school achievement, and the charter school will systematically track these metrics to gauge performance and progress. The LCAP goals will include the following:

1. Raise student academic performance for students in 9-12th grades:
 - a. Maintain or increase grade level proficiency in core content areas for all students by providing resources to allow them to access and master grade level California Academic Standards. Core content areas refer to courses in English Language Arts (ELA), math, history and science. A student is proficient when they perform at grade level on formative as well as state assessments which include CAASPP and/or the Smarter Balanced Assessment.
 - b. Subgroups:
 - i. Increase the percentage of students with disabilities that are considered proficient in ELA/math CAASPP each year.
 - ii. Increase the percentage of unduplicated count students that are considered proficient in ELA/math CAASPP each year.
2. Maintain a high rate of ADA or increase ADA by 2% each school year until reaching 82.5% or above.
3. Increase graduation rate each year.
4. Strive for a low expulsion rate.
5. Clearly involve parents of minor children, adult learners, and community members in decision making at the program and charter levels. Provide connections between the community and school so as to foster investment in education and provide meaningful transparent communication with all stakeholders. Ensure that parents, adult students, and teachers feel that our charter school program creates a safe, positive environment for our students to learn.
6. Ensure that secondary students are on-track to graduate from high school, are college and career ready, and students experience academic progress and success.
7. Ensure students have access to materials and/or learning experiences that are aligned to the California Academic Standards and to a safe, secure and aesthetically pleasing learning environment.
8. Maintain the appropriate assignment of teachers who are fully credentialed in the subject areas of the pupils they are teaching.

High School Graduation Requirements

PACSAE's graduation requirements meet California Education Code requirements. The curriculum is aligned to California Academic Standards.

PACSAE will configure its minimum course completion requirements and its credit award policy to be consistent with California Law. PACSAE will prescribe completion of the following, at a minimum:

- Three courses in English (English I, II, III)
- Two courses in Mathematics, with one year of Algebra I mandatory *
- Two courses in Science including Biological and Physical Sciences
- Three courses in Social Studies (including United States history and geography;

- world history, culture, and geography; a one-semester course in American government and civics, and a one-semester course in economics)
- One course in Visual or Performing Arts or Foreign Language **
- Two courses in Physical Education, unless the pupil has been exempted pursuant to the provisions of *Education Code* Section 51241

* At least one course of the mathematics requirement shall be fulfilled, pursuant to *Education Code* Section 51224.5, by completion of Algebra I coursework.

** Students will be advised that for UC entrance, two years of Foreign Language are required/ three recommended, plus one year of Visual and Performing Arts, and four years of English.

Credit and Graduation Requirements

PACSAE offers two unique dropout recovery options that target at-promise, credit deficient, out of school, and/or out of work students. The first option is the Traditional High School Diploma for students ages 16+. The second option is the Adult High School Diploma for students between ages 18+. Both options provide instruction exclusively in partnership with our WIOA partners, as contemplated by *Education Code* Section 47612.1(a)(1).

For students who choose the Traditional High School Diploma program, the required credits will be 210 to graduate, in accordance with *Education Code* Section 51225.3. PACSAE awards 5 credits per course. Students are eligible for a diploma when all requirements have been met. Diploma requirements are as follows:

Traditional High School Diploma	Credits
<i>Required:</i>	
English	40
Mathematics	20
World History	10
U.S. History	10
American Government	5
Economics	5
Life Science	10
Physical Science	10
Foreign Language or	
Visual/Performing Arts	10
Physical Education	20
Electives	70
Total Credits	210

For students who choose the Adult High School Diploma program, the required credits will be 130 to graduate, in accordance with Education Code Section 51225.3. PACSAE awards 5 credits per course. Students are eligible for a diploma when all requirements have been met. Diploma requirements are as follows:

Adult High School Diploma	Credits
<i>Required:</i>	
English	30
Mathematics	20
World History	10
U.S. History	10
American Government	5
Economics	5
Life Science	10
Physical Science	10
Physical Education	20
Electives	10
Total Credits	130

School-Wide Goals

In addition to being accountable to the state accountability system, PACSAE will pursue the following school-wide goals:

- Ensure students make progress on the pupil outcomes listed above and overall student and school performance as evidenced by the following measures:
 1. A semester course completion rate of 80% or higher
 2. A Course On-Pace Rate of at least 80% or higher (i.e., students not more than 3 weeks behind)
 3. A student retention rate of at least 80%
 4. A student graduation rate of at least 90% of students eligible to graduate
- Ensure student improvement on standardized tests, including the CAASPP, and other appropriate school-based assessments, including increased achievement over time for significant subgroups.
- Strive for positive student satisfaction as a measure of school performance, including satisfaction with PACSAE's program approach. Indicators of student satisfaction may include: increased enrollment and continued enrollment, academic achievement and ability to meet educational goals, and active engagement in the curriculum.
- Students will have an option to go above and beyond the required number of units for

graduation and explore CTE pathways. To be a pathway completer, students must complete 300 hours of coursework in at least one concentrator and one capstone course in the same pathway. Students who wish to complete this pathway will increase the graduation requirement to 150 credits, to meet all of the same requirements as the High School Diploma track, plus the 20 credits of CTE electives.

ELEMENT 3: OUTCOME MEASUREMENT

Governing Law: The method by which pupil progress in meeting those pupil outcomes is measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.

– California Education Code Section 47605(c)(5)(C).

1) Methods of Assessment

PACSAE, like other charter and non-charter public schools, will adhere to the tenets of the state accountability system. Using testing data, PACSAE will discern which numerically significant subgroups are not achieving growth target goals. Students identified as needing support to achieve proficient or advanced levels of achievement on standardized tests will receive additional individualized assistance, and, where appropriate, tutoring, remedial instruction, and other intensive interventions. Teachers have much discretion and, based on school policy and procedure, can adapt assessments and assignments to meet the needs of individuals or school populations. Students participate in both formative and summative assessments.

Academic performance is assessed through graded lesson assignments, unit and module assignments, unit tests, course final exams, and annual statewide testing to include grade-specific CAASPP for all students. Annual ELPAC assessment will be reviewed for designated EL students and annual progress towards IEP goals will be analyzed and updated for SPED students.

Grades

Assignment grades and course averages can be accessed through the teacher. Feedback on assignments can be accessed through in-person meetings, or virtually. Adult students with questions about grades, averages, or course progress should contact the teacher. PACSAE will use a traditional 4.0 scale in determining Grade Point Average (GPA). College courses taken for high school credit may be weighted and used on a 5.0 grading scale, if approval of the Program Director is granted prior to the start of coursework. Transfer credits may be weighted if the courses meet the established PACSAE guidelines.

Both weighted and unweighted GPAs will be recorded on the transcript. High school GPAs are calculated separately.

Percentage Grade for GPA

90–100%	A	4.0
80–89%	B	3.0
70–79%	C	2.0
60–69%	D	1.0
0–59%	F	.0

Credit is granted only for courses that earn a D, or 60% out of a possible 100%. All credits earned at PACSAE are transferable to other public high schools.

Repeating a Course

Courses that may be repeated for credit will be listed in the course description (e.g. PE). Courses in which grades of a D/F are earned may be repeated. The highest grade will be used in the GPA calculation. UC only allows a course to be repeated one time for grade replacement.

Transfer Credits

Transfer credits are awarded on a case-by-case basis. Official transcripts are required in order to award credit. Transcript analysis may require research and contact with previous institutions to determine eligibility of transfer credits. International records may require translation and/or evaluation prior to being considered for transfer credits.

The Student Handbook will include information regarding transferability of credits to other high schools and to meet eligibility of credits to meet college entrance requirements.

Transcripts

Official transcripts should be requested from the student's PACSAE Staff at least two weeks prior to deadlines.

Grade Level

High School students are assigned a grade level based on the year of 9th grade entry. Regardless of credit deficiency, adult students will be promoted to the next grade and given an opportunity to remediate credits in hopes that the student will graduate with his or her cohort. In the event that a student does not graduate with their cohort, PACSAE will provide the adult learner with an opportunity to continue their education, as long as they are continuously enrolled in public school and making satisfactory progress towards a diploma, per Education Code Section 47612(b). Students who are over 19 will be enrolled per Education Code in their graduation cohort as well.

2) Use and Reporting of Data

Collecting, Analyzing, and Utilizing Data

The charter school will rely on the robust data collection and reporting abilities inherent in the SIS interface. The web-based SIS stores comprehensive data about students, instructors, courses, applications, and enrollments in a single database, enabling educators to quickly retrieve information and create custom reports. All charter school faculty will have access to reports that detail students' progress and challenges and can take advantage of a variety of automated interventions to help keep students on track.

Another important feature of online platforms includes exam statistics tools that enable instructors to evaluate and modify assessment design based on an analysis of student scores. The online program's faculty also uses these data-driven protocols to analyze performance, modify instructional practices, and deploy interventions such as:

- Frequent feedback, ongoing assessment, and pace tracking that allows students, parents, and

Instructional Team members to constantly monitor performance and progress and immediately see when adjustments/interventions are needed.

- Team analysis and revisions/adjustments to curriculum and instruction based on student needs through professional learning community groups using disaggregated data.
- Multiple academic intervention strategies including continuous positive feedback, grade checks, academic advisement conferences, and individualized pace recovery plans.

These data, mechanisms, and intervention procedures are then used by teachers to assess each adult student's needs and deploy appropriate modifications. Instructors adjust and enhance course content with a variety of student assignments, projects, and assessments, each created to address different learning styles, levels of challenge, or student needs.

As teachers deepen and broaden their understanding of each adult learner's knowledge and skill level, they have a number of ways of adapting and shaping instruction to meet individual needs. Activities and quizzes at the lesson level give teachers a surface understanding of student comfort with and understanding of lesson material. Teacher-scored performance tasks at the unit and semester level provide teachers with a deeper and clearer picture of student understanding and abilities. Performance tasks are provided at a variety of ability and skill levels, to give students a number of different ways of demonstrating their understanding.

Reporting Data to Stakeholders

Adult students and/or parents/guardians can receive updates on a daily basis by logging onto the student or parent dashboard through the portal on the website as described earlier, or by contact with the teacher. The dashboard gives them access to the gradebooks, lets them know about upcoming and past due assignments, alerts them to upcoming quizzes and tests, displays current announcements and displays all current class loads with a link to each class. All of this on one page that has live links to individual classes as well as the classroom tools described throughout this document.

Student scores on statewide assessments will be mailed to home, along with interpretive guidance from the school's Assessment Coordinator, based on CDE guidance. Like other public schools, PACSAE's annual performance will be shared with the community via the state's school report card system that reports academic performance, which is then published and freely available online at the California Department of Education website.

ELEMENT 4: GOVERNANCE STRUCTURE

Governing Law: The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement. – California Education Code Section 47605(c)(5)(D).

The petitioners believe that establishing sound legal status and governance practices with clearly delineated roles and responsibilities from the outset is essential to sustaining the program for long-term success. Pathways Academy Charter School - Adult Education (PACSAE) is a charter school operated by Pathways Academy Adult Education (PAAE), a California nonprofit public benefit corporation, as provided in Education Code Section 47604.

As a California nonprofit public benefit corporation, PAAE has received its tax-exempt status from the Internal Revenue Service pursuant to Internal Revenue Code Section 501(c)(3) and the California Franchise Tax Board pursuant to Revenue and Taxation Code Section 23701d, and related regulations. See Exhibits C and D for copies of the filed and approved Articles of Incorporation and nonprofit tax-exempt status documentation.

PAAE is governed by a set of mission-driven policies and procedures to help staff and administrators perform their daily responsibilities with a focus on the Charter School's mission. The Charter School's bylaws, adopted by the PAAE governing board, are the primary policy document dictating board practice and operations. The bylaws delineate the procedure for election, removal and vacancy of PAAE governing board members, and policies and procedures for conducting board meetings and general board operations.

Governance Structure

PAAE's governance responsibilities are primarily divided between the governing board and the Charter School's CEO. The CEO and faculty will carry out the day-to-day operations of the Charter School, with the CEO having primary responsibility to conduct and manage the daily operations. The PAAE governing board sets policy, approves the budget, and assures that the school maintains high academic standards. The PAAE governing board has ultimate responsibility to oversee the operation and activities of the Charter School.

The PAAE governing board's major roles and responsibilities include:

1. Establishing and approving all major educational and operational policies.
2. Approving all major contracts.
3. Approving the Charter School's annual budget and overseeing the Charter School's fiscal affairs.
4. Hearing expulsion recommendations at scheduled PAAE governing board meetings to meet the 30-day timeframe for expulsion requirements.
5. Evaluating the Charter School's CEO, who is responsible for managing the day-to-day operations of PACSAE and implementing the policy direction of the board.
6. Developing annual goals for the Charter School and long-range plans with input from the CEO, teachers, and parent advisory committee members.
7. Receiving reports from, and providing recommendations to, the CEO and staff, parents and students.

8. Assessing PACSAE's goals, objectives, academic achievements/student progress, financial status, and any need for redirection.
9. Evaluating school and student performance.

The PAAE governing board is responsible for the accountability requirements established by the California Charter Schools Act and the Charter itself. One of the PAAE governing board's primary responsibilities is to ensure that PACSAE is meeting annual accountability targets. The PAAE governing board will routinely evaluate the academic, financial, and legal/compliance health of the Charter School and update the District on its progress toward goals outlined in the Local Control Accountability Plan (LCAP).

The PAAE governing board's objective is to develop an accountability plan (LCAP) that demonstrates measurable annual progress toward meeting the Charter School's high standards for pupil success, and to oversee the implementation of that plan by the Charter School's CEO.

Appointment Process for Board Members

The PAAE governing board members are chosen using the following methodology, as further defined in the PAAE's bylaws. There will be nominations of candidates each spring for board members' seats whose terms are expiring. New candidates will submit a brief narrative statement regarding their qualifications for a position on the PAAE governing board that includes a description of their expertise in matters pertaining to the charter school's operations and their demonstrated commitment to PACSAE's mission and targeted student population.

The then-seated PAAE governing board will review candidates' narrative statements and determine the selection of representatives from the general community with an attempt to achieve the desired commitment level and the mix of skills and expertise necessary to effectively govern the Charter School. Then-seated PAAE governing board members will vote to select new board members. Pursuant to Education Code Section 47604(b), the District may appoint a representative to the Board of Directors if it so desires.

Terms for Board Members

Filling Vacancies

Events Causing a Vacancy

A vacancy on the PAAE governing board may occur for any of the following events:

- a. The death of an incumbent
- b. The adjudication pursuant to a quo warranto proceeding declaring that an incumbent is physically or mentally incapacitated due to disease, illness, or accident and that there is reasonable cause to believe that the incumbent will not be able to perform the duties of his/her office for the remainder of his/her term
- c. A Board Member's resignation

A vacancy resulting from resignation occurs when the written resignation is filed with the Executive Director, except where a deferred effective date is specified in the resignation so filed, in which case the resignation shall become operative on that date. A Board member may not defer the effective date of his/her resignation for more than 60 days.

If the absence of the Board member for this purpose exceeds six months, the Board may approve an additional six-month absence upon a showing that there is a reasonable expectation that the member will return within the second six-month period, and the Board may appoint an interim member to serve in his/her absence. If two or more members of the Board are absent by reason of these circumstances, and those absences result in the inability to establish a quorum at a regular meeting, the Board may immediately appoint one or more interim members as necessary to enable the Board to conduct business and discharge its responsibilities. The term of an interim member appointed in these circumstances shall not extend beyond the return of the absent Board member or beyond the next regularly scheduled election for that office, whichever occurs first.

- a. A Board member's ceasing to discharge the duties of his/her office for the period of three consecutive meetings.
- b. A Board member's conviction of a felony or any offense involving a violation of his/her official duties or conviction of a designated crime resulting in a forfeiture of office.

Timelines for Filling a Vacancy

When a vacancy occurs, the Board shall take the following action, as appropriate:

- a. When a vacancy occurs longer than four months before the end of a Board member's term, the Board shall, within 60 days of the date of the vacancy or the filing of the member's deferred resignation, either order an election or make a provisional appointment, unless a special election is mandated as described below (Education Code 5091).
- b. When a vacancy occurs less than four months before the end of a Board member's term, the Board shall take no action (Education Code 5093).
- c. When a vacancy occurs from six months to 130 days before a regularly scheduled Board election at which the position is not scheduled to be filled, a special election to fill the position shall be consolidated with the regular election. The person so elected shall take office at the first regularly scheduled Board meeting following the certification of the election and shall serve only until the end of the terms of the position which he/she was elected to fill (Education Code 5093).

Board Meetings

The Board of Directors will meet in accordance with the Brown Act and any other applicable requirements set forth in Education Code Section 47604.1, including without limitation the location of board meetings and establishing a two-way teleconference location at each schoolsite or resource center if any are utilized.

PACSAE will ensure that Board meeting agendas are posted at the meeting location (and in other publicly accessible locations if applicable) in accordance with the Brown Act, including an online posting of the current agenda on its primary website homepage accessible through a prominent, direct link consistent with Government Code Section 54954.2.

As long as quorum exists as defined by the corporate bylaws, measures voted on by the Board of Directors may be passed with a simple majority of present members.

Board Training and Sustainability

PACSAE founders and board members are committed to continuous improvement and ongoing training to assist the PAAE governing board in fulfilling its responsibilities to act as stewards for the charter school. To this end, the PAAE board will seek appropriate training and educational opportunities to more effectively govern PACSAE's operations. Such training experiences may include individual training sessions with legal counsel or other experts familiar with public school governance, and/or training sessions with charter school governance experts. The Charter School will maintain in effect general liability and board errors and omissions insurance policies.

Parental Involvement

PACSAE believes that active adult students, parents, and employee participation in Charter School operations and governance helps foster a public school's long-term sustainability as a successful program. PACSAE will encourage parent involvement of minor students and will ensure that all faculty practice open communication to enable every parent of minor children to take an active role in the academic progress of their enrolled child as well as in the direction and governance of the Charter School.

In accordance with Education Code Section 47605(n), PACSAE shall notify the parents and guardians of applicants and enrolled students that parental involvement is not a requirement for acceptance to or continued enrollment in the Charter School.

Because PACSAE's target audience is students who are out of school youth, many will be 18 years of age or older, and may not have an active parent participant in their education. For those who are minors, or those adult students who choose to have parents participate, PACSAE will engage parents in meaningful interactions that support the learning of these students. Adult students who do not have parent/guardian involvement will receive correspondence and direction from teachers and staff to make decisions themselves. As part of the educational model, teachers and staff will serve as mentors and role models to students, encouraging them to pursue a path that will further their career and educational aspirations.

PACSAE may establish an Advisory Board which would be chaired by the PACSAE CEO or

designee, and may comprise of students, parents, certificated and classified staff. The Advisory Board would play an important role in making PACSAE a school responsive to student, staff, and parents' needs, and provide for continual improvement. The Advisory Board would meet regularly and function to address and make recommendations to the PAAE governing board regarding specific areas of school operations. Those areas may include:

1. Curriculum/Instruction/Assessment
2. Mentoring/Internship Development
3. Extracurricular Programs/Activities
4. School Program Development
5. Fundraising and Development

The PACSAE academic model requires frequent outreach to parents and easy accessibility to faculty. Adult students and/or parents/guardians will have at least monthly contact with their student's academic team. Parents and adult students may be surveyed at least once a year to determine their satisfaction levels with the Charter School with respect to open governance, curriculum, instructional design and delivery methods, achievement of performance objectives, and other metrics that factor into the Charter School's governance and accountability.

These multiple reporting mechanisms, combined with the availability of faculty to parents during and beyond normal business hours, are designed to keep parents apprised, informed, and involved. This puts parents in a position to influence school decisions affecting their child.

The forum for major PACSAE school decisions will be public meetings of the Board of Directors. PACSAE will post all Board agendas on its website so parents, guardians, caregivers, and students will have the opportunity to share concerns and provide written and oral testimony regarding decisions pending before the Board. PACSAE will encourage parents, guardians, and caregivers and students to form an association and if there is sufficient interest, can provide a bulletin board on the school website to accommodate a Parent/Teacher Association-type entity. Adult students will be encouraged to join and represent themselves and their school.

ELEMENT 5: EMPLOYEE QUALIFICATIONS

Governing Law: The qualifications to be met by individuals to be employed by the charter school. – California Education Code Section 47605(c)(5)(E).

All administrators, faculty, and staff members to be employed by PACSAE must possess the qualifications, knowledge base, and experience essential to successfully fulfill their responsibilities. PACSAE will ensure that all required legal qualifications, including compliance with the requirements of the Every Student Succeeds Act, are met for teachers, staff, paraprofessionals and other administrative employees of the Charter School. Each certificated employee at the Charter School will meet the state licensing requirements for the position that he/she holds. For all positions, certificated and non-certificated, the employee, at minimum needs to satisfactorily meet the performance specifications PACSAE requires for the position, as outlined below, and must possess the qualifications required to perform the essential functions of the position, as determined by the PAAE governing board and CEO.

Hiring Plan

PACSAE seeks to hire a diverse faculty composed of highly effective teachers, and highly skilled professionals who express an understanding of and support for our mission and student population. We will achieve this goal by recruiting and compensating our faculty and staff based on their ability to meet the needs of our program as outlined in our hiring and evaluation rubric. The rubric will contain qualifications and criteria directly aligned to the qualities we believe are essential for effective teaching and learning within the PACSAE program, as outlined in Element I of this charter petition.

The CEO will prepare and recommend to the PAAE governing board for approval, salary and benefit levels, working conditions and work year characteristics (e.g. length of year and day and vacation policies) for all employees that will allow PACSAE to attract and retain the caliber of employees necessary for the Charter School's success.

Employing a highly effective faculty and staff is critical to our program. The PACSAE founding team has extensive experience working with highly effective faculty. This charter petition has been signed by a number of certificated teachers that we believe would be a good match for our program. In addition to the signatories on our charter petition, PACSAE will recruit certificated personnel from regional and national graduate schools of education, professional publications, and through our website.

Faculty and Staff Qualifications

PACSAE has a highly specified set of qualities it will require of its teaching faculty. Pursuant to the Every Student Succeeds Act, all teachers and paraprofessionals will meet applicable state certification and licensure requirements. Teachers will meet the credentialing requirements of Education Code Sections 47605(l) and 47605.4.

PACSAE teachers will be required to hold a Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. These documents

shall be maintained on file at PACSAE. PACSAE may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in accordance with all of the requirements of the applicable statutes or regulations in the same manner as a governing board of a school district. PACSAE shall have authority to request an emergency permit or a waiver from the Commission on Teacher Credentialing for individuals in the same manner as a school district.

An instructor is responsible for implementing appropriate teaching and grading strategies that assist each student in achieving his/her academic potential while also providing superior customer service to all internal and external customers.

Typical activities may include:

- Assist PACSAE staff with development of the annual strategic process for the respective department.
- Grade student work as prescribed by PACSAE's grading policy, and provide feedback on graded assignments, in which students are encouraged to be actively engaged in the learning process.
- Contribute to a climate where students are "actively engaged" in meaningful learning experiences.
- Work with administration and other PACSAE instructors to produce learning experiences suited to the grade level and to the student developmental level that will enhance student achievement.
- Communicate with adult students and families as prescribed by PACSAE's communication policy, and update communications in communication log on a daily basis.
- Update student attendance day of and maintain records of student attendance.
- Use effective written communication skills with students on a regular basis.
- Model professional and ethical standards when dealing with students, parents and community.
- Review contemporary educational literature to remain current with information related to job responsibility.
- Respond promptly (within same day or 24 hours) when returning telephone calls and replying to correspondence, emails, instant messages, and faxes.
- Meet established deadlines.
- Conform with and abide by PACSAE's work procedures and instructions, and PACSAE regulations and policies.
- Update announcements in courses weekly.
- Attend IEP meetings and complete necessary documentation.
- When requested, participate in student and parent/guardian conferences.
- Participate in committees and organizations as needed.
- Maintain effective and efficient records.
- Maintain a daily product record of tasks completed, including communication with students and grading.
- Implement curriculum using activities that contribute to a climate where students are actively engaged in meaningful learning experiences and be available to assist students in- person or via phone, email and instant message.
- Identify, select, and modify instructional resources to meet the need of students with varying backgrounds, learning styles, and special needs.
- Communicate with stakeholders in a courteous, timely and professional manner.
- Approach situations with a student-centered attitude and flexibility that promotes student success.
- Participate in Professional Development opportunities.

Administrative and Non-Instructional Staff

PACSAE will seek administrative and operational staff members who have demonstrated experience or expertise in the issues and work tasks required of them. They will be provided professional development opportunities to ensure that they remain abreast of all relevant changes in laws appropriate for their position within PACSAE as outlined in the PACSAE's staffing plan and adopted personnel policies.

General Requirements, Hiring and Performance Review

Prior to employment and within thirty (30) days of hiring, each employee will submit to a criminal background check as required by Education Code Sections 44237 and 45125.1. Prior to beginning work, all employees will be required to undergo a criminal background check prior to hiring through a LiveScan fingerprint process. These services will occur where the LiveScan service is offered, which may be located at district, county or local college facilities. PACSAE will adhere to California laws including fingerprinting, drug testing, and prohibitions regarding the employment of persons who have been convicted of a violent or serious felony.

All employees, and any volunteer who may have frequent or prolonged contact with students, must undergo a risk assessment and/or be examined and determined to be free of active tuberculosis (TB) within the period of 60 days prior to employment/service, or otherwise meet the requirements of Education Code Section 49406. Employees must also furnish proof of documents establishing legal employment status. The CEO and/or administrative designees will be responsible for monitoring and maintaining documentation of medical and criminal investigation clearances, as required by California and federal laws.

The CEO will have the authority to recruit and interview candidates and make hiring recommendations to the PAAE governing board for approval.

The CEO and Program Director will have the responsibility of evaluating the performance of the teaching and administrative staff on an annual basis, and to review the results of the performance reviews with the PAAE governing board. The PAAE governing board has the right, if it so chooses, to review these performance reviews before they are delivered to the staff members.

The CEO, with input from the PAAE governing board, will determine the criteria by which to judge the performance of employees prior to conducting a formal performance review. These criteria will be tied directly to PACSAE's educational program goals and will utilize a performance review rubric. The rubric will, among other criteria, be used to tie job reviews to relevant performance areas such as delineated in individual job descriptions, Charter School and individual smart goals, and, in some instances, student performance as measured by criteria listed earlier in this charter.

The PAAE governing board will create the job and performance review of the CEO. The CEO's performance will be annually reviewed based on Charter School and student success as reflected in a predefined set of performance criteria.

Professional Development for Instructional Staff

PACSAE is committed to the ongoing improvement of its staff. Professional Development Conferences (ex. CCSA, CSDC, ACSA) will be attended each year to keep up to date and be informed on current educational trends. We hold virtual and face-to-face in person meetings to cover topics such as Human Resources, Special Education, student achievement, legal trends and other educationally and pertinent topics.

Our professional development program for new teachers is structured in three parts: onboarding, first year induction (mentoring), and continuing education:

Onboarding:

- Understanding the Independent Study experience
- Working within the Student Management System
- Communicating with students
- Understanding and using online and home school metrics
- Motivating students and meeting the special needs of students
- Monitoring and guiding student pacing
- Managing the protocols of Independent Study: student meetings, contact histories, grading
- Technology tools for effective teaching

Mentoring:

- During their first year, teachers are partnered with experienced educators.
- During their first year in teaching, teachers new to the profession may participate in the Beginning Teacher Support and Assessment (BTSA) program.

Continuing education:

- Teachers are provided with opportunities to expand their knowledge of virtual instructional strategies throughout the year by participating in synchronous professional development programs.
- Teachers are surveyed to determine areas of need, and PACSAE will provide programs to meet the expressed needs.

Individual Professional Development Plans

Additionally, all full-time Charter School staff members are required to develop annual goals that identify areas of development that will lead to professional growth and improved instruction. This plan will be developed in conjunction with the Program Director/immediate supervisor overseeing the employee's job review. Some areas of growth might include:

- Serving on a recognized PACSAE committee
- Serving as a mentor for new Charter School staff
- Presenting at a Charter School mini-professional development opportunity
- Measurable implementation of selected best practices methodology that will be employed to improve support for student success.

PACSAE will also allot monies every year to support individual professional development activities. Requests for those funds should be submitted to the CEO.

Authority and Responsibility

The CEO and/or designee of PACSAE is responsible for monitoring teacher credentials and qualifications relative to their positions. While the Program Director is responsible for working with each teacher in the development and management of an individualized professional development plan, the CEO ensures that state mandates are appropriately enforced in all Charter School programs. This work is further supported by the oversight of the PACSAE Board of Directors.

ELEMENT 6: HEALTH & SAFETY POLICIES

Governing Law: The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following: (i) That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237; (ii) The development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (J), inclusive, of paragraph (2) of subdivision (a) of Section 32282; (iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school. — California Education Code Section 47605(c)(5)(F).

Prior to commencing instruction, PACSAE will adopt and implement a comprehensive set of health, safety, and risk management policies. In general, health and safety matters will be dealt with in accordance with these PACSAE policies. These policies will be developed in consultation with the Charter School's insurance carriers and at a minimum will address the topics discussed below. These policies and procedures will be incorporated as appropriate into the Charter School's student and staff handbooks and will be reviewed on an ongoing basis in the Charter School's staff development efforts and PAEE governing board policies.

Immunizations and Criminal Background Checks

PACSAE shall comply with all applicable provisions of Education Code Sections 44237 and 45125.1, including the requirement that as a condition of and prior to employment, each new employee not possessing a valid California Teaching Credential must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. PACSAE will adhere to prohibitions regarding the employment of persons who have been convicted of a violent or serious felony. The Program Director or designees will be responsible for monitoring and maintaining documentation of criminal investigation clearances, as required by California and federal laws.

All employees, and any volunteer who may have frequent or prolonged contact with students, will be required to undergo a risk assessment and/or be examined and determined to be free of active tuberculosis (TB) within the period of 60 days prior to employment/service, or otherwise meet the requirements of Education Code Section 49406. Charter School shall maintain TB clearance records and certificates on file.

PACSAE shall comply with all federal and state legal requirements, including but not limited to the requirements of SB 277 (2015), related to student immunization, health examination, and health screening, including but not limited to screening for vision, hearing, and scoliosis, to the same extent as would be required if the students were attending a non-charter public school. PACSAE shall maintain student immunization, health examination, and health screening records on file.

PACSAE will comply with the Family Educational Rights and Privacy Act ("FERPA"), and immunization forms and other pertinent medical and education records will be kept confidential by the school administration. Parents are expected to ensure that their children obtain proper immunizations prior to matriculating pursuant to Health and Safety Code Section 120325 *et seq.* The school may exclude students from enrolling who are not properly immunized pursuant to Education Code Section 48216. Those parents who are having difficulty obtaining immunizations for their children will be provided information on where to get immunized in their

community.

Facilities Compliance

Because PACSAE will operate as an Independent Study program, there will be a need to ensure that when needed and to the extent practicable, partnership (i.e. WIOA, One Stop centers) facilities, as well as, administrative facilities, PACSAE will comply with federal, state, and local building codes and requirements applicable to California charter schools, including the Americans with Disabilities Act, the provision of feminine hygiene products in public school restrooms (Education Code Section 35292.6), single-user toilet facilities will be identified as all-gender toilet facilities (Health and Safety Code Section 118600), and other applicable fire, health, and structural safety requirements, and will maintain on file records documenting such compliance.

PACSAE will ensure that its offices will be housed in facilities that have received state Fire Marshal approval and that have been evaluated by a qualified structural engineer who has determined the facilities present no substantial seismic safety hazard. The Charter School will obtain all necessary permits for these offices including a building and fire marshal inspection and/or a certificate of occupancy.

Student Health

If PACSAE operates or utilizes a schoolsite or resource center, it shall stock and maintain the required number and type of emergency epinephrine auto-injectors onsite and provide training to employee volunteers in the storage and use of the epinephrine auto-injector as required by Education Code Section 49414 and Section 4119.2 of the Business and Professions Code, as they may be amended from time to time.

PACSAE will adhere to Education Code Section 49423 regarding administration of medication in school. Students will be screened for vision, hearing and scoliosis in accordance with Education Code Section 49450, *et seq.*, and as applicable to the grade levels served by PACSAE. PACSAE will ensure student receive comprehensive sexual health education and HIV prevention consistent Education Code Section 51934.

PACSAE will adopt a suicide prevention policy. The policy shall be developed in consultation with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts. The policy shall address pupil suicide prevention, intervention, and postvention. The policy shall specifically address the needs of high-risk groups, include consideration of suicide awareness and prevention training for teachers, and ensure that a school employee acts only within the authorization and scope of the employee's credential or license.

PACSAE shall notify students and parents or guardians of students no less than twice during the school year on how to initiate access to available student mental health services on campus (if any) or in the community, or both, as provided in Education Code Section 49428. PACSAE will also identify the most appropriate methods of informing students, parents, and guardians of human trafficking prevention resources and implement the identified methods, consistent with Education Code Section 49381.

PACSAE will have a policy establishing the Charter School as a drug, alcohol, and tobacco free workplace.

Blood-Borne Pathogens

PACSAE will implement policies relating to preventing contact with blood-borne pathogens. The CEO shall ensure that PACSAE meets state and federal standards for dealing with blood-borne pathogens and other potentially infectious materials in the workplace. The CEO shall establish a written "Exposure Control Plan" designed to protect employees from possible infection due to contact with blood-borne viruses, including human immunodeficiency virus (HIV) and hepatitis B virus (HBV). Whenever exposed to blood or other body fluids through injury or accident, students, and staff should follow the latest medical protocol for disinfecting procedures.

Child Abuse Prevention and Reporting

PACSAE will maintain detailed policies and procedures for the immediate reporting of suspected child abuse, neglect, acts of violence, or other improprieties. Such policies will detail the role and obligation of staff in the reporting of child abuse pursuant to Penal Code Section 11164 et seq. All staff will be mandated child abuse reporters and will follow all applicable reporting laws, including Penal Code Section 11166. PACSAE shall provide all employees, and other persons working on behalf of the Charter School who are mandated reporters, with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person's employment if employed after the beginning of the school year, in accordance with the requirements of AB 1432 (2014).

Comprehensive Harassment Policies and Procedures

PACSAE is committed to providing a school that is free from sexual harassment, as well as any harassment and discrimination based on the characteristics listed in Education Code Section 220 such as race, religion, creed, color, national origin, immigration status, ancestry, age, medical condition, marital status, sexual orientation, disability, or any other protected category. PACSAE will develop a comprehensive policy to prevent and immediately remediate any concerns about sexual discrimination or harassment at PACSAE (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with PACSAE's sexual harassment policy.

Technology Safety Policies; Preventing Bullying, Including Cyberbullying

PACSAE will develop technology safety policies which address: privacy on student computers; liability for service interruptions and information; internet usage guidelines; accuracy of information; enforcement of the instructional technology policy and guidelines.

PACSAE will adopt procedures for preventing acts of bullying, including cyberbullying. PACSAE will annually make available the online training module development by the California Department of Education to certificated school site employees and all other school site employees who have regular interaction with students.

School Safety Plan

PACSAE will develop a school safety plan consistent with subparagraphs (A) to (J), inclusive, of paragraph (2) of subdivision (a) of Education Code Section 32282. PACSAE will review and update the school safety plan by March 1 of every school year.

COVID-19

PACSAE shall comply with all state and federal standards for the prevention of COVID-19 for

students and staff. PACSAE will revise and update these measures as appropriate. PACSAE may implement temporary instructional or operational changes as necessary to respond to emergencies (including but not limited to fire, flood, earthquake, actual or threatened war or terrorism, civil disorder, or medical epidemics or outbreaks) and/or to comply with applicable federal, state, and local orders. These changes shall not require a material revision.

ELEMENT 7: RACIAL & ETHNIC BALANCE

Governing Law: The means by which the school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. — California Education Code Section 47605(c)(5)(G).

PACSAE will actively recruit a diverse student population from within its legally prescribed service area – WUSD, San Diego County, and throughout the state of California. Within that boundary, admission will be open to any California resident, and all students will be considered for admission without regard to race, ethnicity, national origin, gender, disability, or any other characteristic listed in Education Code Section 220 (or association with an individual who has any of those characteristics).

PACSAE will implement a student recruitment strategy that will be represented by, but is not necessarily limited to, a combination of the following elements or strategies to ensure a diverse student body and a balance of racial and ethnic pupils, special education pupils, and English learner pupils that is reflective of the general population residing within WUSD and the State of California:

- An enrollment process that is scheduled and adopted to include a timeline that allows for a broad-based recruiting and application process.
- Work with our website provider to target underrepresented populations.
- The development and distribution of promotional and informational material that appeals to all of the various student groups identified above and represented in the Warner Unified School District, including materials in languages other than English to appeal to limited English proficient populations.
- Use of brochures, newsletters, TV/radio public service announcements, print and non-print media for outreach communications.
- Collaboration with community-based organizations to support outreach efforts.
- Focused recruitment of groups that may be underrepresented among PACSAE's student population, using brochures, public meetings, and door-to-door outreach.

Because we seek a targeted student population whose families may not be reachable by traditional means, PACSAE plans to utilize direct outreach strategies such as direct mailing and community home meeting outreach efforts targeted in specific communities in the Warner Unified School District.

ELEMENT 8: ADMISSION REQUIREMENTS

Governing Law: Admissions policies and procedures, consistent with Education Code Section 47605(e). – California Education Code Section 47605(c)(5)(H).

PACSAE seeks to enroll adult students committed to a rigorous educational experience. Students and families who understand and value the Charter School's mission and will commit to the Charter School's instructional and operational philosophy will be actively recruited. Prospective adult students and their parents or guardians will be briefed regarding the Charter School's instructional and operational philosophy and will be informed of the Charter School's student-related policies.

PACSAE will admit all students who are qualified to attend.² Students 16-18 will be enrolled upon provision of required enrollment documents. Students 19+ will be enrolled according to Education Code Section 47612.1. PACSAE abides by all applicable state and federal guidelines regarding admissions and enrollment procedures, including Education Code Section 47605(e).

² Special education students may not participate in independent study unless it is specified as an instructional method in their Individualized Education Program. (Ed. Code, § 51745(c).)

Recruiting and Admissions Cycle

The Charter School will establish an annual recruiting and admissions cycle through the PACSAE website and/or distribution of brochures or pamphlets, which shall include a reasonable time for all of the following: (1) outreach and marketing, (2) orientation sessions for adult students and parents, (3) an admissions application period, (4) an admissions lottery, if necessary, and (5) enrollment. The school may fill vacancies or openings that become available after this process using a waiting list created in accordance with the admissions lottery procedures specified in this charter. Upon exhaustion of the waiting list, the school will admit additional students at any time during the school year on an open-ended basis in order to best serve the needs of students.

Timeline for Recruiting and Enrollment

The Charter School will recruit and enroll adult students from areas they are legally allowed to recruit and enroll from in accordance with Education Code Section 51747.3(b). In any year in which a random public drawing is not required because the number of applications does not exceed the Charter School's capacity, PACSAE will implement an ongoing admissions policy where students can enroll at any time during the course of the school year. Applications for admission will be accessible through the PACSAE website where an interest survey can be filled out and submitted. An admissions clerk at PACSAE will gather all interest surveys, contact the submitters and the enrollment process will begin from there.

Lottery – Public Random Drawing

If the number of applications does not exceed the capacity of the charter school there will be no lottery, and all adult students who submitted qualified applications will be enrolled. In the event that the number of students seeking admission to any grade level exceeds capacity, a lottery will be held. It will be completed by pulling slips of paper with applicants' names on them out of a container, and the drawing will be held in a public forum large enough to accommodate those who wish to attend. All eligible names will be drawn from the container and those exceeding the number of available spaces will be placed on a waiting list in the order drawn.

Pursuant to Education Code Section 47605(e)(2)(B), if the maximum number of slots in a particular grade is reached, a public lottery is held in accordance with the procedures below. Once teacher caseloads are full, a waiting list is created. Adult students that apply for enrollment after the open enrollment period has ended are placed on the waiting list in the order that applications are received. Once an adult has been enrolled as a student at PACSAE, they have the right to continue here until they have completed the highest grade we offer. Students who are currently enrolled at PACSAE must re-commit for the following school year by the end of open enrollment by submitting an Intent to Enroll Form or signing a Master Agreement.

Enrollment preferences as described in Education Code Section 47605(e)(2)(B) shall be given to the following students applying to enroll:

1. Current students and students who reside in the WUSD boundaries (exempt from the lottery);
2. Students who have siblings enrolled in the Charter School; and

3. Students who are the children of staff of the Charter School.

Admission will not be based on prior student performance or admission testing. Post matriculation, various assessments may be administered to determine the student's readiness for the grade of entrance requirements or maintenance of said grade. These instruments aid in the development of individualized learning plans for children. Adult learners who are working below grade level or need a little extra help will be encouraged to attend programs such as Track A, after school classes, and academic support classes, designed to remediate any academic deficiencies.

PACSAE will be non-sectarian in its programs, admissions policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate on the basis of race, ethnicity, national origin, gender, disability, or any other characteristic listed in Education Code Section 220 (or association with an individual who has any of those characteristics).

ELEMENT 9: INDEPENDENT FINANCIAL AUDITS

Governing Law: The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority. — California Education Code Section 47605(c)(5)(I).

The PACSAE Board of Directors either directly, or through an audit committee it may form each fiscal year, shall oversee selection of an independent auditor and the completion of an annual audit of the school's financial affairs. The audit will verify the accuracy of the school's financial statements, attendance and enrollment, and accounting practices, and will review the school's internal controls. The audit will be conducted in accordance with generally accepted accounting principles and as required by Education Code Sections 47605(c)(5)(I) and 47605(m), and the selected auditor will have experience in education finance. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide.

To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in any applicable Office of Management and Budget Circulars. The annual audit will be completed and submitted to the requisite parties (WUSD, the County Superintendent of Schools, the Department of Education, and the State Controller's Office) by December 15th of each year (or as otherwise required by law). The Charter School's audit committee will review any audit exceptions or deficiencies and report to the school's PAAE governing board with recommendations on how to resolve them. The PAAE governing board will report to the WUSD, and provide options regarding how the exceptions and deficiencies have been or will be resolved to the satisfaction of WUSD. Any disputes regarding the resolution of audit exceptions and deficiencies will be referred to the dispute resolution process contained in this charter.

In addition to the annual audit discussed above, PACSAE shall annually provide WUSD with the following financial reports pursuant to Education Code Section 47604.33:

- On or before July 1st, a preliminary budget. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement.
- On or before July 1st, an annual update required pursuant to Education Code Section 47606.5.
- On or before December 15th, a first interim financial report which reflects changes to the final budget through October 31st.
- On or before March 15th, a second interim financial report which reflects changes to the final budget through January 31st.
- On or before September 15th, a final unaudited financial report for the prior full fiscal year.

Performance Report

PACSAE will compile and provide to the WUSD a performance report, upon WUSD request, with a 60 days advance notice. This report may include the following data:

1. Summary data showing student progress toward the goals and outcomes specified in

Element 2 of this charter petition, as indicated by the assessment instruments and techniques listed in Element 3 of this charter petition.

2. An analysis of whether student performance is meeting the goals specified in Element 2 of this charter petition. This data will be displayed on both a school-wide basis and disaggregated by numerically significant pupil subgroups to the extent feasible without compromising student confidentiality.
3. A summary and analysis of the Charter School's performance on state-mandated assessments.
4. A summary of major decisions and policies established by the PACSAE Board of Directors during the school year.
5. Data on the level of parent involvement in the school's governance (and other aspects of the school, if applicable) and summary data from an annual parent and student satisfaction survey.
6. Data regarding the number of staff working for the charter school and their qualifications.
7. A copy of the Charter School's health and safety policies and/or a summary of any major changes to those policies during the year.
8. Information demonstrating whether the Charter School implemented the means listed in this charter petition to achieve a racially and ethnically balanced student population.
9. An overview of the Charter School's admissions practices during the year and data regarding the numbers of students enrolled, the number on waiting lists, and the numbers of students expelled and/or suspended.
10. Analyses of the effectiveness of the Charter School's internal and external dispute resolution mechanisms and data on the number and resolution of disputes and complaints.
11. Other information regarding the educational program and the administrative, legal, and governance operations of the Charter School relative to compliance with the terms of the charter generally.
12. Suspension and expulsion data.

PACSAE and the Warner Unified School District will jointly develop the content, evaluation criteria, timelines, and process for the annual performance reports. PACSAE and WUSD will also jointly develop at a minimum, a site visitation process and protocol to enable WUSD to gather information needed to confirm the Charter School's performance and compliance with the terms of this charter. PACSAE and WUSD agree to work together to accomplish all tasks necessary to fully implement this charter, including the submission of any necessary and duly prepared waiver requests to the State Board of Education.

WUSD agrees to receive and review the annual fiscal and programmatic performance report as specified in this section. Within sixty days of receipt, WUSD will notify PACSAE as to whether it deems the Charter School to be making satisfactory progress toward the goals specified in the charter. This notification will include the specific reasons for WUSD's conclusions. If WUSD concludes the Charter School is not making satisfactory progress the school shall be provided with specifics regarding areas of concern, and PACSAE and WUSD will work together in good faith to

develop a plan to address these areas of concern.

ELEMENT 10: SUSPENSION/EXPULSION PROCESS

Governing Law: The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:

- (i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present his or her side of the story.*
- (ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:*
 - (I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.*
 - (II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.*
- (iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform him or her of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii). – California Education Code Section 47605(C)(5)(J).*

This Pupil Suspension and Expulsion Policy has been established in order to promote learning, provide for the safety of students, staff, and visitors to PACSAE and serve the best interests of students and their parents or guardians. The establishment of this policy followed a review of procedures and listed offenses applicable to students attending non-charter public schools. Compliance with the procedures set forth in this section of this Charter shall be the only processes for PACSAE to involuntarily dismiss, remove or otherwise exclude a student who attends PACSAE from further attendance at PACSAE for any reason, including but not limited to, disciplinary causes.

An adult student identified as an individual with disabilities or for whom PACSAE has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures.

Will follow a similar pattern of development as the other schools. The school will be a part of the district and will be subject to the same rules and regulations as the other schools. The school will be a part of the district and will be subject to the same rules and regulations as the other schools.

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Appendix A: School Data

The following table provides information on the schools included in the study.

School	Year	Enrollment	Location
1	2010	120	Urban
2	2011	150	Suburban
3	2012	180	Rural

The following table provides information on the schools included in the study.

1. School A: Urban, 120 students
2. School B: Suburban, 150 students
3. School C: Rural, 180 students

Appendix B: School Data

The following table provides information on the schools included in the study.

will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom PACSAE has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as PACSAE's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. PACSAE staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations.

PACSAE administration shall ensure that adult students and/or their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state that this Policy and Procedures are available on request.

Corporal punishment shall not be used as a disciplinary measure against any student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property. Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

Grounds for Suspension and Expulsion of Students

An adult student may be suspended or expelled for prohibited misconduct if the act is:

- A. related to school activity;
- B. related to school attendance occurring at PACSAE or any other school; or
- C. related to a Charter School sponsored event.

A student may be suspended or expelled for acts that are enumerated below and occur at any time including but not limited to the following:

- 1) while on school grounds;
- 2) while going to or coming from school;
- 3) during the lunch period, whether on or off the school campus;
- 4) during, or while going to or coming from a school-sponsored activity.

Enumerated Offenses

PACSAE wishes to preserve flexibility in the discipline process and pursue alternative discipline options in lieu of suspension whenever possible. However, the Charter School may proceed with expulsion of a student for any of the offenses included on the Discretionary list below committed at

a charter school site or at a charter school activity off school grounds unless otherwise stated.

A. Discretionary Suspension and Recommendation for Expulsion Offenses

Adult students may be suspended from school or recommended for expulsion for any of the following acts when it is determined the pupil:

- a) Either:
 - 1) Caused, attempted to cause, or threatened to cause physical injury to another person.
 - 2) Willfully used force or violence upon the person of another, except in self-defense.
 - 3) Assault or battery (Penal Code section 240 and 242).
- b) Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object.
- c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to a person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco, or products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit the use or possession by a pupil of his or her own prescription products.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.
- k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties. A pupil enrolled in kindergarten or any of grades 1 to 3, inclusive, shall not be suspended for any of the acts enumerated in this subdivision, and this subdivision shall not constitute grounds for a pupil enrolled in kindergarten or any of grades 1 to 12, inclusive, to be recommended for expulsion.
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm. As used in this section, "imitation firearm" means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n) Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.
- o) Harassed, threatened, or intimidated a pupil who is a complaining witness or a

witness in a school disciplinary proceeding for purposes of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.

- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in, hazing. For purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, that is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this subdivision, "hazing" does not include athletic events or school-sanctioned events.
- r) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - i) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - (1) Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - (2) Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - (3) Causing a reasonable student to experience substantial interference with his or her academic performance.
 - (4) Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by PACSAE.
 - ii) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - (1) A message, text, sound, video, or image.
 - (2) A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was

impersonated.

- (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (I) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

iii) An act of cyber sexual bullying.

- (1) For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
- (2) For purposes of this clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

iv) Notwithstanding the above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

v) "Reasonable pupil" for purposes of this subsection means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

s) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, pursuant to this section, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to suspension.

t) As used in this section, "school property" includes, but is not limited to, electronic files and databases.

u) For a pupil subject to discipline under this section, the Program Director may use his or her discretion to provide alternatives to suspension or expulsion that are age appropriate and designed to address and correct the pupil's specific misbehavior.

v) In addition to the reasons specified above, a pupil may be suspended from school or recommended for expulsion from school if the Program Director or Designee determines that the pupil has committed sexual harassment as defined in Ed. Code section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall not apply to pupils enrolled in kindergarten and grades 1 to 3, inclusive.

w) In addition to the reasons set forth above, a pupil in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion from school if the Program Director

or Designee determines that the pupil has caused, attempted to cause, threatened to cause, or participated in an act of, hate violence, as defined in subdivision (e) of Education Code section 233.

x) In addition to the grounds specified above, a pupil enrolled in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion from school if the Program Director or Designee determines that the pupil has intentionally engaged in harassment, threats, or intimidation, directed against school personnel or pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of either school personnel or pupils by creating an intimidating or hostile educational environment.

y) In addition to the grounds specified above, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has made terroristic threats against school officials or school property, or both.

1) For the purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school district property, or the personal property of the person threatened or his or her immediate family.

z) Causing serious physical injury to another person, except in self-defense.

aa) Assault or battery, as defined in Sections 240 and 242 of the Penal Code, upon any school employee.

B. Immediate Suspension and Mandatory Recommendation for Expulsion Offenses

- 1) Possessing, selling, or furnishing a firearm, as defined below. E.C. 48915(c)(1)
- 2) Brandishing a knife¹ at another person. E.C. 48915(c)(2)
- 3) Unlawfully selling a controlled substance listed in Health and Safety Code section 11053 et seq. E.C. 48915(c)(3)
- 4) Committing or attempting to commit a sexual assault or committing a sexual battery, as defined in the enumerated offenses above. E.C. 48915(c)(4)
- 5) Possession of an explosive². E.C. 48915(c)(5)

¹As used in this section, "knife" means any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing, a weapon with a blade fitted primarily for stabbing, a weapon with a blade longer than 3 1/2 inches, a folding knife with a blade that locks into place, or a razor with an unguarded blade.

²As used in this section, the term "explosive" means "destructive device" as described in Section 921 of Title 18 of the United States Code.

C. Suspension Procedure

The following suspension procedures shall be followed:

1. Suspensions for violations of the offenses listed in the "Discretionary Suspension and Recommendation for Expulsion Offenses" stated herein shall be for no more than five consecutive days.
2. The total number of days for which a pupil may be suspended from school shall not exceed twenty (20) schooldays.

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded by an informal conference conducted by the Program Director or Designee with the adult student and, whenever practical, his or her parent and the teacher, supervisor or PACSAE employee who referred the student to the Program Director or Designee.

For suspensions of fewer than 10 days, the charter school shall provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present his or her side of the story.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense. Notice and the opportunity for the student to respond shall be provided before the suspension begins.

The conference may be delayed only if the Program Director or Designee determines that an emergency situation exists. An "emergency situation" is one that presents a clear and present danger to the lives, safety, or health of students or Charter School personnel. If an adult student is suspended without this conference, both the parent/guardian and/or student shall be notified of the adult student's right to return to school for the purpose of a conference. In the event the conference is delayed due to an emergency, the conference shall be held within (2) two school days unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with PACSAE officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

For suspensions of 10 days or more, PACSAE shall do both of the following:

- a. Provide timely written notice of the charges against the pupil and an

explanation of the pupil's basic rights. The notice shall contain a clear statement that no pupil shall be involuntarily removed by PACSAE for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform him or her of the right to initiate the expulsion hearing procedures before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the hearing procedures, the pupil shall remain enrolled and shall not be removed until PACSAE issues a final decision on the matter. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions for fewer than 10 days.

b. Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or Designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date and time of the student may return to school following suspension. This notice shall state the specific offense committed by the student. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

Upon a recommendation of Expulsion by the Program Director or Designee, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. This determination will be made by the Program Director or Designee upon either of the following: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing. However, if the student's parent or guardian initiates the expulsion hearing process, as indicated above, the adult student must remain enrolled and may not be removed until a final decision is issued by PACSAE.

D. Expulsion Procedures

Adult students will be recommended for expulsion after the Program Director or Designee conducts an investigation process by gathering written statements, meeting with witnesses, and conducting a pre-expulsion conference with the student and family. For acts included on

automatically issue an expulsion if the evidence indicates that the student engaged in conduct included on the mandatory recommendation for expulsion list. Where a student has been charged with an offense on the list of discretionary expulsion offenses, a recommendation for expulsion by the Program Director or Designee will be based on one or both of the following findings:

1. Other means of conduct support and correction are not feasible and have repeatedly failed to bring about an improvement in conduct.
2. Due to the nature of the violation, the presence of the student causes a continuing danger to the health and/or safety of the student, other students in the schools, and/or faculty.

Upon this determination, the student will be suspended, pending the results of an expulsion hearing. The Program Director's or Designee's recommendation to expel the student will satisfy all the procedural requirements stated herein.

E. Expulsion Hearing - Rules and Regulations

For any recommendation of expulsion, PACSAE shall do both of the following:

- a) Provide timely written notice of the charges against the pupil and an explanation of the pupil's basic rights. The notice shall contain a clear statement that no pupil shall be involuntarily removed by PACSAE for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform him or her of the right to initiate the expulsion hearing procedures before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the hearing procedures, the pupil shall remain enrolled and shall not be removed until PACSAE issues a final decision on the matter. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated.
- b) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

The hearing will be presided over by an administrative panel (three to five impartial individuals) appointed by the Program Director. A document will be prepared by the Program Director or Designee that includes a full description of the reasons for the expulsion, including dates, previous conferences and actions taken, and events.

PAAE's Board of Directors shall establish rules and regulations PACSAE governing

procedures for the expulsion of pupils. These procedures shall include, but are not necessarily limited to, all

of the following:

1. The pupil shall be entitled to a hearing to determine whether the pupil should be expelled. An expulsion hearing shall be held within 30 school days after the date the principal determines that the pupil has committed any of the acts enumerated herein, unless the pupil requests, in writing, that the hearing be postponed. The adopted rules and regulations shall specify that the pupil is entitled to at least one postponement of an expulsion hearing, for a period of not more than 30 calendar days. Any additional postponement may be granted at the discretion of the principal. The administrative panel shall make its decision to expel within 3 school days after the hearing conclusion.

2. If compliance by the administrative panel with the time requirements for the conducting of an expulsion hearing and a decision to expel is impracticable during the regular school year, the principal or the principal's designee may, with the consent of the student or the student's parent or guardian, extend the time period for the holding of the expulsion hearing for an additional five schooldays. Upon the commencement of the hearing, all matters shall be pursued and conducted with reasonable diligence and shall be concluded without any unnecessary delay.

2.1. Written notice of the hearing shall be forwarded to the pupil at least 10 calendar days before the date of the hearing. The notice shall include all of the following:

2.2. The date and place of the hearing.

2.3. A statement of the specific facts and charges upon which the proposed expulsion is based.

2.4. A copy of the disciplinary rules of the school that relate to the alleged violation.

2.5. A notice of the parent, guardian, or pupil's obligations pursuant to Education Code Section 48915.1(b).

2.6. Notice of the opportunity for the pupil or the pupils parent or guardian to appear in person or to be represented by legal counsel or by a non-attorney adviser, to inspect and obtain copies of all documents to be used at the hearing, to confront and question all witnesses who testify at the hearing, to question all other evidence presented, and to present oral and documentary evidence on the pupil's behalf, including witnesses. In a hearing in which a pupil is alleged to have committed or attempted to commit a sexual assault as specified in subdivision (n) of Section 48900 or to have committed a sexual battery as defined in subdivision (n) of Section 48900, a complaining witness shall be given five days' notice before being called to testify, and shall be entitled to have up to two adult support persons, including, but not limited to, a parent, guardian, or legal counsel, present during his or her testimony. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential. This subdivision shall not preclude the person presiding over an expulsion hearing from removing a support person whom the presiding person finds is disrupting the hearing. If one or both of the support persons is also a witness, the provisions of Section 868.5 of the Penal Code shall be followed for the hearing. This section does not require a pupil or the pupil's parent or guardian to be represented by legal counsel or by a non-attorney adviser at the hearing.

For purposes of this section, "legal counsel" means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

For purposes of this section, "non-attorney adviser" means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the pupil or pupil's parent or guardian to provide assistance at the hearing.

3. The administrative panel shall conduct a hearing to consider the expulsion of a pupil in a session closed to the public, unless the pupil requests, in writing, at least five days before the date of the hearing, that the hearing be conducted at a public meeting. Regardless of whether the expulsion hearing is conducted in a closed or public session, the administrative panel may meet in closed session for the purpose of deliberating and determining whether the pupil should be expelled. Due to the requirement to conduct closed session deliberations and the Brown Act public meeting requirements with which PACSAE has voluntarily agreed to comply, the administrative panel for an expulsion hearing shall not include more than one member of the Charter School governing board.

3.1. If the administrative panel admits any other person to a closed deliberation session, the parent or guardian of the pupil, the pupil, and the counsel of the pupil also shall be allowed to attend the closed deliberations.

3.2. If the hearing is to be conducted at a public meeting, and there is a charge of committing or attempting to commit a sexual assault as defined in subdivision (n) of Ed. Code section 48900 or to commit a sexual battery as defined in subdivision (n) of Ed. Code section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm, including, but not limited to, videotaped deposition or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.

4. If the administrative panel decides not to expel, the expulsion proceedings shall be terminated, and the pupil immediately shall be reinstated and permitted to return to the classroom instructional program from which the expulsion referral was made. The decision not to recommend expulsion shall be final.

5. If the administrative panel determines to expel, findings of fact in support of the recommendation shall be prepared. All findings of fact and recommendations shall be based solely on the evidence adduced at the hearing.

6. The decision of the administrative panel to expel a pupil shall be based upon substantial evidence relevant to the charges adduced at the expulsion hearing or hearings. The administrative panel may, upon a finding that good cause exists, determine that the disclosure of either the identity of a witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the administrative panel. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made

available to the student recommended for expulsion and his or her representative.

7. A record of the hearing shall be made. The record may be maintained by any means, including electronic recording, so long as a reasonably accurate and complete written transcription of the proceedings can be made.

8. Technical rules of evidence shall not apply to the hearing, but relevant evidence may be admitted and given probative effect only if it is the kind of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs. A decision of the administrative panel to expel shall be supported by substantial evidence showing that the pupil committed any of the acts enumerated in this policy.

9. In hearings that include an allegation of committing or attempting to commit a sexual assault as defined in subdivision (n) of Ed. Code section 48900 or to commit a sexual battery as defined in subdivision (n) of Ed. Code section 48900, evidence of specific instances, of a complaining witness's prior sexual conduct is to be presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before the person conducting the hearing makes the determination on whether extraordinary circumstances exist requiring that specific instances of a complaining witness's prior sexual conduct be heard, the complaining witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

10. Final action to expel a pupil shall be taken only by the administrative panel in a public session. Written notice of any decision to expel or to suspend the enforcement of an expulsion order during a period of probation shall be sent by the principal or his or her designee to the pupil or the pupil's parent or guardian.

11. The governing board of PACSAE shall maintain a record of each expulsion, including the cause for the expulsion. Records of expulsions shall be non-privileged, disclosable public records.

11.1. The expulsion order and the causes for the expulsion shall be recorded in the pupil's mandatory interim record and shall be forwarded to any school in which the pupil subsequently enrolls upon receipt of a request from the admitting school for the pupil's school records.

F. Decision of the Panel

The final decision by the administrative panel will be made within 3 school days following the conclusion of the hearing.

The administrative panel will make one of two determinations:

1. Uphold the expulsion.
2. Determine the expulsion was not within PACSAE's guidelines and overturn it.

Following the final decision of the administrative panel, the administrative panel will send written Findings of Fact to the adult student or parent that contain the following information:

1. The outcome of the hearing and the decision of the administrative panel

2. The specific offenses committed by the student for any of the acts listed in the above "Reasons for Suspension and/or Expulsion" section (if expulsion is decided)
3. Notification of the family's responsibility to inform any new district in which the student seeks to enroll of the student's status with PACSAE (if expulsion is decided)
4. Reinstatement eligibility review date (if expulsion is decided)
5. A copy of the rehabilitation plan (if expulsion is decided)
6. The type of educational placement during the period of expulsion (if expulsion is decided)
7. Pupils who are expelled shall be responsible for seeking alternative education programs

G. Alternative Education

Pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County for their school district of residence. The school shall work cooperatively with the adult student or parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

H. Rehabilitation Plans

Students who are expelled from PACSAE shall be given a rehabilitation plan upon expulsion as developed by the administrative panel at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to PACSAE for readmission.

I. Readmission

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of PACSAE's Board of Directors following a meeting with the CEO or designee and the pupil and guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The CEO or designee shall make a recommendation to PACSAE's Board of Directors following the meeting regarding his or her determination. The pupil's readmission is also contingent upon PACSAE's enrollment capacity at the time the student seeks readmission.

J. Notice of Expulsion to Last Known District of Residence

PACSAE shall, in accordance with Education Code § 47605(d)(3), notify the superintendent of the school district of the pupil's last known address within 30 days of expulsion, and shall, upon request of the district, provide the district with a copy of the student's cumulative record, including a transcript of grades or report card and health information.

K. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses:

1. PACSAE must also provide the victim a room separate from the hearing room for the complaining witness's use prior to and during breaks in testimony.
2. At the discretion of the person or panel conducting the hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
3. The person conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
4. The person conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
5. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
6. If one or both of the support persons is also a witness, PACSAE must present evidence that the witness's presence is both desired by the witness and will be helpful to the school. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.

L. Probation

The administrative panel, upon voting to expel a pupil, may suspend the enforcement of the expulsion order for a period of not more than one calendar year and may, as a condition of the suspension of enforcement, assign the pupil to a school, class, or program that is deemed appropriate for the rehabilitation of the pupil. The rehabilitation program to which the pupil is assigned may provide for the involvement of the pupil's parent or guardian in his or her child's education in ways that are specified in the rehabilitation program (if applicable). A parent or guardian's refusal to participate in the rehabilitation program shall not be considered in the administrative panel's determination as to whether the pupil has satisfactorily completed the rehabilitation program.

The administrative panel shall apply the criteria for suspending the enforcement of the expulsion order equally to all pupils, including individuals with exceptional needs as defined in Cal. Ed. Code section 56026.

During the period of the suspension of the expulsion order, the pupil is deemed to be on probationary status.

The administrative panel may revoke the suspension of an expulsion order if the pupil commits any of the acts enumerated in Ed. Code section 48900 or violates any of the school's rules and regulations governing pupil conduct. When the administrative panel revokes the suspension of an expulsion order, a pupil may be expelled under the terms of the original expulsion order. Upon satisfactory completion of the rehabilitation assignment of a pupil, the administrative panel shall reinstate the pupil in the school and may also order the expungement of any or all records of the expulsion proceedings.

The pupil shall be notified of the final order, in writing, either by personal service or by certified mail. The order shall become final when rendered.

The Program Director or Designee shall send a copy of the written notice of the decision to expel to the school district of student's last known residence, within thirty (30) days.

Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

As an independent LEA member of a SELPA, PACSAE will immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any adult student with a disability or adult student who PACSAE or SELPA would be deemed to have knowledge that the student had a disability.

1. Services During Suspension

Students with disabilities suspended and/or placed in an interim alternative setting shall continue to receive services so as to provide FAPE and enable the student to continue to participate in the general education curriculum and to progress toward meeting the goals set out in the adult learner's IEP/504. Any discipline that includes removal from school for more than ten (10) consecutive days, including placement in an interim alternative educational setting, constitutes a change in placement and a manifestation determination shall be conducted.

An IEP or 504 meeting is required within ten (10) days of initial suspension or placement in an interim alternative educational setting.

2. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of an adult student with a disability because of a violation of a code of student conduct, PACSAE, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the adult student's IEP/504, any teacher observations, and any relevant information provided by the parents to determine:

a. If the conduct in question was caused by, or had a direct and substantial relationship to, the adult's disability; or

b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504.

If PACSAE, the parent, and relevant members of the IEP/504 Team determine that either of the

above is applicable for the student, the conduct shall be determined to be a manifestation of the

adult's disability.

If PACSAE, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the adult's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment or a functional analysis assessment, and implement a behavioral intervention plan for such adult, provided that PACSAE had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the adult student already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the adult to the placement from which they were removed, unless the parent and/or PACSAE agree to a change of placement as part of the modification of the behavioral intervention plan.

If PACSAE, the parent, and relevant members of the IEP/504 team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the IEP/504, then PACSAE may apply the relevant disciplinary procedures to adult students with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

3. Due Process Appeals

The parent of an adult with a disability who disagrees with any decision regarding placement, or the manifestation determination, or PACSAE if it believes that maintaining the current placement of the student is substantially likely to result in injury to the adult or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or PACSAE, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the forty-five-day (45) time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and PACSAE agree otherwise.

4. Special Circumstances

PACSAE personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a adult with a disability who violates a code of student conduct.

The Program Director or Designee may remove a student to an interim alternative educational setting for not more than forty-five (45) days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a

student:

and the student's parent or guardian shall be notified of the student's placement in the program.

4. The student's placement in the program shall be based on the student's academic achievement and the student's social and emotional needs.

5. The student's placement in the program shall be based on the student's academic achievement and the student's social and emotional needs.

6. The student's placement in the program shall be based on the student's academic achievement and the student's social and emotional needs.

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15. The student's placement in the program shall be based on the student's academic achievement and the student's social and emotional needs.

16. The student's placement in the program shall be based on the student's academic achievement and the student's social and emotional needs.

- a. Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

5. Interim Alternative Educational Setting

The student's interim alternative educational setting or change of placement shall be determined by the student's IEP/504 team. A change of placement is a removal from education for more than ten (10) consecutive days or a pattern of removal, even if for less than ten (10) days. For effective change of placement, there first need be:

- a. Notice
- b. Manifestation determination
- c. Continued receipt of special education services

6. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the District's disciplinary procedures may assert the procedural safeguards granted under these procedures only if PACSAE had knowledge that the student was disabled before the behavior occurred.

PACSAE shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

1. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to PACSAE supervisory or administrative personnel, or to one of the student's teachers, that the student is in need of special education or related services; or
2. The parent has requested an evaluation of the adult; or
3. The student's teacher, or other PACSAE personnel, has expressed specific concerns about a pattern of behavior demonstrated by the adult, directly to the director of special education or to other Charter School supervisory personnel.

If PACSAE knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible adults with disabilities, including the right to stay-put.

If PACSAE had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. PACSAE shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by PACSAE pending

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results of the evaluation.

PACSAE shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

Involuntary Student Disenrollment, Dismissal, or Transfer

No pupil shall be involuntarily removed by PACSAE for any reason unless the parent or guardian of the pupil has been provided written notice in-person and/or by mail of intent to remove the pupil no less than five (5) schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform him or her of the right to request a hearing adjudicated by a neutral officer before the effective date of the action. If a hearing is requested, the pupil will remain enrolled at PACSAE until the school issues a final decision. For purposes of this Charter, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions for disciplinary reasons.

ELEMENT 11: EMPLOYEE RETIREMENT SYSTEMS

Governing Law: The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security. — California Education Code Section 47605(c)(5)(K).

In accordance with Education Code Section 47605, PACSAE retains the option for its Board of Directors to take action and vote on staff members' options to participate in STRS, Public Employees' Retirements System, or Social Security depending upon employee eligibility and what the board determines is in the best interest of the staff and the Charter School as a whole. This determination will be reflected in PACSAE' personnel policies and employment handbook and will be presented to employees prior to their employment with the Charter School.

Under Federal Regulations, the wages of employees of a state or local government are exempt from social security taxes if the employee is a member of a qualifying retirement system maintained by the state or local government entity. (26 CFR § 31.3121(b)(7)-2.) Accordingly, PACSAE Faculty will participate in the federal social security system or will be eligible for participation in STRS according to policies developed by the Board of Directors and adopted as the Charter School's employee policies. PACSAE currently plans to participate in California's State Teachers' Retirement System ("STRS") for its certificated staff, and plans to offer an Internal Revenue Code Section 403(b) plan with an employer contribution or other comparable benefits plan in conjunction with Social Security for all other staff. Teachers and staff may also have access to other school-sponsored retirement plans according to policies developed by the PACSAE governing board.

If the Board of Directors approves participation in STRS, in accordance with Education Code Section 47611.3, the authorizing District shall create any reports required by STRS. At the District's request, the Charter School shall pay the District a reasonable fee for the provision of such services.

ELEMENT 12: STUDENT ATTENDANCE ALTERNATIVES

Governing Law: The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools. – California Education Code Section 47605(c)(5)(L).

No student is required to attend PACSAE. Students who do not attend the Charter School may attend their local school district of residence or pursue an inter-district transfer in accordance with existing enrollment and transfer policies of their school district or county of residence.

Parents or guardians of each student enrolled in PACSAE will be informed, at the time they enroll and within the student/parent handbook, that the student has no right to admission in a particular school of any local educational agency as a consequence of enrollment at PACSAE, except to the extent that such a right is offered by the local educational agency.

If a student is expelled or leaves PACSAE without graduating or completing the school year for any reason, PACSAE, in accordance with Education Code Section 47605(e)(3), shall notify the Superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the student, including a transcript of grades or report card, and health information.

ELEMENT 13: RETURN RIGHTS DISTRICT EMPLOYEES

Governing Law: The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school. – California Education Code Section 47605(c)(5)(M).

Members of WUSD staff who leave employment in the District to work at PACSAE shall not have any right to return to employment within the District without prior consent by the District.

Employees who were not previously employed by the District will not become employees of the District and will not have the right to employment within the District upon leaving the employment of PACSAE.

District employees cannot be required to work at PACSAE, nor can the District require the Charter School to hire District employees, with the exception of District employees provided to PACSAE as part of an agreement for services paid to the District by PACSAE under a separately negotiated agreement or memorandum of understanding.

PACSAE employees are not subject to District transfers without written consent of that employee.

ELEMENT 14: DISPUTE RESOLUTION

Governing Law: The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter. – California Education Code Section 47605(c)(5)(N).

Pathways Academy Charter School - Adult Education (PACSAE) will adopt policies and processes for aiding and resolving internal and external disputes. PACSAE recognizes that it cannot bind the District to a dispute resolution procedure to which the District has not agreed. This dispute resolution procedure is intended as a starting point for discussion of and agreement to a mutually acceptable dispute resolution process. PACSAE is willing to consider changes to this procedure as suggested by the District.

Intent

The intent of this dispute resolution process is to (1) resolve disputes within the Charter School pursuant to the Charter School's policies, (2) minimize the oversight burden on the Warner Unified School District as the Charter School's authorizing agent, (3) insure a fair and timely resolution of disputes, and (4) frame a charter oversight and renewal process and timeline so as to avoid disputes regarding oversight and renewal matters.

The staff and governing board members of PAAE, PACSAE and the Warner Unified School District agree to resolve all disputes regarding this charter pursuant to the terms of this section.

Disputes Arising from Within the School

Disputes over personnel discipline will not be covered by this dispute resolution process, and instead, will be resolved through the personnel policies and procedures. PACSAE shall adopt comprehensive personnel policies and procedures, approved by the PAAE Board of Directors that will be provided to each employee upon hire. These policies will set forth personnel obligations, rights, responsibilities, complaint procedures, discipline procedures, and other pertinent policies essential to preserving a safe and harmonious work environment. The CEO will resolve complaints and grievances and will administer any personnel discipline, with the assistance of the PAAE Board of Directors, if necessary, in accordance with these policies. The Warner Unified School District agrees to refer all complaints regarding the school's operations to the PACSAE CEO for resolution in accordance with the school's adopted policies.

PACSAE shall establish and provide a uniform complaint procedure in accordance with applicable federal and state laws and regulations, including but not limited to all applicable requirements of California Code of Regulations, title 5, section 4600 *et seq.* This procedure may be used to resolve internal disputes among parents, students, and others.

Disputes Between PACSAE and The District

In the event that PACSAE and the District have disputes regarding the terms of this charter or any other issue regarding the Charter School, the parties will follow the process outlined below, as amended by mutual agreement.

In the event of a dispute between the Charter School and the District, both parties agree to first frame the issue in writing ("Written Notification") and refer the issue to the District superintendent, or his/her designee, and the Charter School CEO. In the event the District superintendent believes the dispute relates to an issue that could lead to revocation of the charter, the matter will be addressed in accordance with the laws and regulations pertaining to charter revocation. PACSAE requests that the existence of a disputed issue that could lead to charter revocation be specifically noted in the Written Notification, and the District may pursue the revocation procedures in the Charter Schools Act and implementing regulations.

a. **Meet and Confer:** Upon receipt of the Written Notification, the Charter School's CEO and the District superintendent shall informally meet and confer in a timely fashion to attempt to resolve the dispute. In the event that this informal meeting is unsuccessful, both parties shall identify two board members from their respective boards who shall jointly meet with the superintendent of the District and the Charter School's CEO and attempt to resolve the dispute.

b. **Mediation:** If the dispute cannot be resolved at the informal meet and confer, the parties shall schedule a mediation to resolve the matter. The parties shall mediate in good faith. The mediator shall be selected by mutual agreement of the parties. Each party shall bear its own attorneys' fees, costs, and expenses associated with the mediation. The mediator's fees and the administrative fees of the mediation shall be shared equally among the parties. Mediation proceedings shall commence within 120 days from the date of either party's request for mediation.

c. **Arbitration:** If the dispute cannot be resolved by mediation, then the parties agree to resolve the dispute by binding arbitration conducted by a single arbitrator. The arbitrator shall be selected by mutual agreement and the format of the arbitration session shall be developed jointly and must be an active member of the State Bar of California or a retired judge of the state or federal judiciary of California. Arbitration proceedings shall be administered in accordance with the commercial arbitration rules of the American Arbitration Association. Each party shall bear its own attorney's fees, costs and expenses associated with the arbitration. The arbitrator's fees and the administrative fees of the arbitration shall be shared equally among the parties.

ELEMENT 15: PROCEDURES FOR CLOSURE

Governing Law: The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records. – California Education Code Section 47605(c)(5)(O).

Financial

In the event PACSAE closes for any reason, the PAAE Board of Directors shall be responsible for conducting closure-related activities in accordance with California Code of Regulations, Title 5, Section 11962. The PAAE Board of Directors will allocate sufficient funding for, or otherwise determine how PACSAE will fund these closure activities. The assets and liabilities of the Charter School will be disposed of by the PAAE Board of Directors to another charter school, non-profit, or other appropriate entity in accordance with the asset disposition provisions of the Charter School's bylaws and applicable laws. The PACSAE Board of Directors members will attend to enumerating and disposing of the assets and liabilities as directed in the bylaws, and the board treasurer shall ensure that a final audit of the Charter School's assets and liabilities is performed within six months after the school closure. All required final financial and other reports will be submitted to the California Department of Education and other applicable agencies pursuant to Education Code Section 47604.33.

Students, Families and Staff

In the event the Charter School closes, PACSAE will notify staff, parents/guardians of pupils, the adult student, the District, the county office of education, the SELPA, the retirement system in which the Charter School's employees participate, and the California Department of Education, in writing, as far in advance as possible. This notice shall include:

- The effective date of the closure;
- The name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure;
- The pupils' school districts of residence; and
- The manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

The PACSAE website will provide links to resident school district enrollment/transfer procedures if these are published online (limited to the home districts of currently enrolled students).

Copies of student records will be sent to each resident district, and transcripts will be mailed to parents/guardians. PACSAE will maintain student records and personnel records for a term and in a manner consistent with applicable federal and state law.

MISCELLANEOUS CHARTER PROVISIONS

1) Budgets

A financial plan for the Charter School, including a proposed operational budget, cash flow, and financial projections were previously provided. This plan is based on the best data available to the developers at the time the plan was assembled.

2) Local Control Funding Formula

PACSAE acknowledges and agrees that it must comply with all applicable laws and regulations related to AB 97 (Local Control Funding Formula), as they may be amended from time to time, which include the requirement that PACSAE submit a Local Control and Accountability Plan (LCAP)/ Annual Update to the District and the County Superintendent of Schools on or before July 1 of each year. In accordance with California Education Code §§ 47604.33 and 47606.5, PACSAE shall annually update its goals and annual actions to achieve those goals identified in the charter pursuant to Education Code § 47605(c)(5)(A)(ii), and may use the LCAP template adopted by the State Board of Education. Charter School shall comply with all requirements of Education Code § 47606.5, including but not limited to the requirement that PACSAE "shall consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the annual update."

3) Financial Reporting

Financial Systems and Processes

Pathways Academy Charter School - Adult Education will be contracting a back-office provider for most of the business operations of the school. The CEO will oversee those services.

To ensure that they are meeting the needs of PACSAE, we anticipate utilizing a back-office provider to organize PACSAE's chart of accounts in an easy to use accounting software package (e.g., QuickBooks) and to train the CEO on the proper classification of entries utilizing this chart of accounts.

Other Financial Reports

PACSAE will implement an attendance recording and accounting system which complies with state law and the District's requirements.

PACSAE anticipates applying for the Charter School Revolving Loan Fund. If it does so, PACSAE understands that it must comply with Education Code Section 41365 if it receives funds.

PACSAE will be a direct-funded charter school and anticipates depositing its funds in a non-speculative and federally insured bank account for use by the school.

PACSAE will provide all reports that are required by law, including but not necessarily limited to

the California Basic Educational Data System (CBEDS), actual Average Daily Attendance reports, and School Accountability Report Card (SARC)

4) Insurance

Insurance Certificates

PACSAE shall keep on file certificates signed by an authorized representative of the insurance carrier. Certificates shall be endorsed as follows: The insurance afforded by this policy shall not be suspended, cancelled, reduced in coverage or limits or non-renewed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to WUSD. Facsimile or reproduced signatures are not acceptable. WUSD reserves the right to require complete certified copies of the required insurance policies. Required insurance includes Commercial General Liability, Commercial Auto Liability, Worker's Compensation, Property and Fire, and Errors and Omissions. All insurance requirements are specified in the MOU.

Optional Insurance

Should PACSAE deem it prudent and/or desirable to have insurance coverage for damage or theft to school, employee or student property, for student accident, or any other type of insurance coverage not listed above, such insurance shall not be provided by WUSD and its purchase shall be the responsibility of PACSAE.

Indemnification

With respect to its operations under this charter, PACSAE shall, to the fullest extent permitted by law, hold harmless, indemnify, and defend WUSD, its officers, directors, and employees from and against any and all claims, demands, actions, suits, losses, liability expenses and costs including, without limitation, attorneys' fees and costs arising out of injury to any persons, including death or damage to any property caused by, connected with, or attributable to the willful misconduct, negligent acts, errors or omissions of PACSAE or its officers, employees, agents and consultants, excepting only those claims, demands, actions, suits, losses, liability expenses and costs caused by the negligence or willful misconduct of the District, its officers, directors and employees. WUSD shall be named as an additional insured under all insurance carried on behalf of PACSAE as outlined above.

5) Administrative Services

The CEO will be responsible for administering the Charter School under policies adopted by PACSAE' Board of Directors.

Pursuant to California law, WUSD will be required to provide certain oversight duties, including monitoring the Charter School and student performance data, reviewing the Charter School's financial statements and audit reports, performing annual site visits, engaging in the dispute resolution process, and considering charter amendments and renewal request.

PACSAE will coordinate with the County to report pertinent STRS payroll data if STRS is used. The County may request a reasonable fee for coordinating this transfer of data. The Charter School plans on obtaining its own health and benefits via small business plan type offerings from

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vendors (e.g., Kaiser and Blue Cross).

6) Facilities

PACSAE is operated in an independent study environment. As such, minimal facility usage via partnership facilities will be required.

In accordance with Education Code Section 47605.1(f), adult program partnership resources centers will be located as follows:

San Juan Capistrano – KRA Partnership
27128A Paseo Espada, Suite 1524, San Juan Capistrano, CA 92675

La Habra – Orange County Youth Center Partnership
441 E Whittier Blvd., La Habra, CA 90631

PACSAE will maintain a central administrative office wherein important student and personnel records will be maintained.

Administrative offices are located at 100 E. San Marcos Blvd, San Marcos, CA 92069.

Additional resource centers will be created in accordance with the law, as needed. Many of our programs will meet either virtually, in mutually agreed upon public locations, or partnership facilities every twenty days.

7) Transportation

As an Independent Study program, PACSAE does not anticipate providing any home to school or school to home transportation services; however, PACSAE will ensure that adult students with IEPs that require such services receive them. PACSAE does anticipate occasionally arranging for public, rented or parental transportation for field trip-type excursions and learning opportunities.

8) Civil Liability

Pathways Academy Adult Education (PAAE) is a California nonprofit public benefit corporation and will be responsible for governing PACSAE pursuant to Education Code Section 47604. Pursuant to Education Code Section 47604(d), WUSD is not liable for the debts or obligations of the Charter School, or for claims arising from the performance of acts, errors, or omissions by the Charter School, so long as WUSD performs its oversight responsibilities. PAAE intends to purchase liability, property, and errors and omissions insurance as outlined above to protect the school's assets, staff, governing board members, and, where appropriate, the district from unforeseen liability.

9) Financial Management and School Services Contracts

Financial Management

The CEO will be responsible for administering the Charter School under policies adopted by

PAAE's Board of Directors. As described further below, the Charter School may contract with a back-office provider and School Pathways (as a student information systems and state reporting provider) for certain of its operational, administrative, and financial services.

The back-office provider and Student information system must demonstrate a track record of experience with virtual/homeschool public schools, and will meet the Charter School's service needs based on mandatory state data tracking and reporting requirements.

Material Contracts

Pathways Academy Charter School - Adult Education (PACSAE) may contract the following material agreements for services:

- An agreement for payroll processing services.
- An agreement for accounting and tax services.
-

An agreement with an independent financial auditor that meets the certification and licensure requirements for conducting an independent financial audit of California public schools.

- This agreement will be made upon terms and conditions that are standard for the industry and will ensure a legally compliant annual audit of PACSAE's finances.
- An agreement for curriculum with Edgenuity or similar vendor to supply PACSAE's online instructional program.
- An agreement with approved vendors to supply curriculum for the home school program.
- An agreement for student information systems with School Pathways.
- An agreement for back office services
- An agreement for Tech Support for faculty and students.
- An agreement for Website design and maintenance.

GENERAL PROVISIONS OF THE PROPOSED CHARTER

Term

The term of this Charter shall be July 1, 2019 – June 30, 2024. This Charter may be renewed for one or more subsequent terms upon the mutual agreement of the parties.

Revisions

Material revisions of this Charter may be made in writing with the mutual consent of WUSD after a public hearing. Material revisions shall be made pursuant to the standards, criteria, and timelines set forth in Education Code Section 47605; provided however that PACSAE shall not be required to obtain petition signatures prior to making material revisions to the charter petition.

Severability

The terms of this Charter are severable. In the event that any provision is determined to be unenforceable or invalid for any reason, the remainder of the Charter shall remain in effect, unless mutually agreed otherwise by the respective boards of PACSAE and the Warner Unified School District.

Miscellaneous

The Warner Unified School District and PACSAE shall engage in a mutually agreeable memorandum of understanding (MOU), which outlines further details of the relationship between WUSD and PACSAE. The MOU may include, but not be limited to, the following:

- transportation and food services to be provided by WUSD, if any
- services to be purchased by the Charter School from WUSD, and the fee schedule for such services
- details of the oversight and monitoring relationship between PACSAE and WUSD
- mutual indemnification from loss
- cash advances to handle cash flow issues, if necessary
- PACSAE's receipt of mandated cost reimbursement
- fiscal reporting requirements to the state, either independently or through WUSD
- WUSD support for the Charter School in seeking additional funding

ACTION ITEM

2

TOPIC: Consider approval of Work Experience as a new elective
Starting in the 2021-2022 school year.

DESCRIPTION: An elective (2.5 credit/no credit) class that combines an
Internship with instruction with School Counselor/CTE
Coordinator.

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval.

Work Experience is an (2.5 Credit/No credit) elective class that combines an internship with instruction with School Counselor/CTE Coordinator. Students attend their internship (1-2 days a week) during the week and also meet with a School Counselor/CTE Coordinator at least once a week in school. Course grade and credit is earned by completion of the course requirements, which include attending meetings with School Counselor/CTE Coordinator, completing assignments, submitting required forms, and maintaining a passing monthly performance evaluation done by the Internship Supervisor. Work Experience is built to help students develop positive work habits and attitude, self-confidence, job skills, and a personal portfolio that can be used to locate, secure, and retain employment in the community. In addition, the course is designed to support students' ability to solve problems in the workforce and to utilize analytical and research skills along their career path. Students will identify a career interest, plan a career path, and take the steps needed to move along that path, relating their future to their current employment.

Throughout the Internship, students work to build a portfolio that encompasses important documents that will help them thrive in the professional world (i.e. resume, career-ed plan, cover letter, sample application, etc). Students engage in mock interviews, walk through workplace scenarios, and brainstorm executive functioning troubleshooting strategies to support success in the workforce. Students are able to repeat the course for credit with the School Counselor/CTE Coordinator providing differentiation and revised projects that meet the needs of students with extended experience in the workplace.

Expenses: School Counselor Kelcy Sutton would enroll in the California Association of Educators of Work Experience Educator (CAWEE) and complete the course. The course costs \$200 a year and will need to be renewed annually.

The cost is \$200 per year and includes:

- Annual Work Permit Training Program
- Access to valuable Work Experience and Labor Law Resources
- Connections with other work experience educators
- Membership to CAWEE
- Monthly Newsletter
- Region Meetings - Free to attend

Curriculum used will be from the CAWEE course. School Counselor/CTE Coordinator is also currently completing the following courses through SDCOE that provides resources (See below).



Application Skills

Applying to jobs or internships can be intimidating, especially if you're a student and have minimal experience with the job search process. Our Application Skills workshops equip teachers with the...



Oct 14 - Jun 30, 2021
FREE



Employer Engagement Training

Incorporating interactions with employers in your curriculum helps students connect what they are learning in the classroom to their future career. The Employer Engagement workshop provides...



Feb 8 - Jun 30, 2021
FREE



Essential Skills Training

Employers have the greatest difficulty hiring employees with adequate essential skills. But how can teachers teach students to be more creative, improve their communication, or show more initiative...



Oct 14 - Jun 30, 2021
FREE

- TOPIC:** Consider approval of the NISER IntraSELPA Tuition Agreement and MOU for the Tuition Calculation between Warner Unified School District and Ramona Unified School District for the 2020-2021 school year including summer school.
- DESCRIPTION:** Warner Unified agrees to pay tuition identified in pages 1 and 2 of the agreement to the District of Service, Ramona, for services received from July 1, 2020- June 30 of the fiscal year or until such time both parties agree To revise or terminate this MOU.
- FISCAL IMPACT:** \$6087.62
- RECOMMENDATION:** Recommend approval.

NISER IntraSELPA TUITION CALCULATION

ESY ONLY

Serving District Ramona Fiscal Year 2020-2021
 Date April 28, 2021

STUDENT INFORMATION

Last Name [REDACTED] First Name [REDACTED]
 Grade Level 7
 District of Residence Ramona ESY Length in Days 19

BASE RATE CALCULATION

Classroom Personnel Costs

Position	Total Hours	NISER Average Hourly Rate W/ Variable Benefits		Class Divisor	Per Student Cost
Teacher	86	\$	37.14	14.00	\$ 226.82
Paraeducator	74	\$	24.00	14.00	\$ 127.03
Total Salary Costs					\$ 353.85

COSTS OVER AND ABOVE (MUST HAVE MOU IN PLACE)

Service	Hourly Rate	Service Hours	Cost
Occupational Therapy	76.19	2	152.38
Language Development	70	2	140.00
Speech Therapy	77.41	2	154.82
Total Costs Over and Above			\$ 447.20

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

Amount Due **\$ 801.05**

	Days	Amount
Days Billed in FY 19/20 (Before June 30, 2019)	8	\$ 337.28
Days Billed in FY 19/20 (After June 30, 2019)	11	\$ 463.76

Updated 07/14/2020 (K.Pugh)

NISER IntraSELPA TUITION CALCULATION

Serving District Ramona Fiscal Year 2020-2021
 Date April 26, 2021

STUDENT INFORMATION

Last Name [REDACTED] First Name [REDACTED]
 Grade Level [REDACTED]
 District of Residence Ramona Annual Instructional Days 180
 Type of Class Class Type #3 Student Instructional Days 42
 % of Instructional Days to Bill 23.33%

BASE RATE CALCULATION

Classroom Personnel Costs					
Position	FTE	NISER Average Salary & Benefit Cost	Total Cost	Class Type Divisor	Per Student Cost
Teacher (1.0 FTE Per Employee)	1.00	\$ 89,548.76	89,548.76	12.00	\$ 8,295.73
Paraeducator (0.75 FTE Per Employee)	2.25	\$ 59,007.82	132,767.60	12.00	\$ 11,083.97
Total Direct Salary Costs					\$ 19,359.70

Included Related Service and Other Costs		
Service	Amount Included	Per Student Cost
Total Related Service and Other Costs		\$ -
Total Base Rate Costs		\$ 19,359.70

COSTS OVER AND ABOVE

Service	Unit value	# of Units	Cost
Occupational Therapy	30 min per week	0.5	1,333.33
Adaptive Physical Education	30 min per week	0.5	1,225.00
Speech and Language Pathology	30 min per week	0.5	1,354.68
Total Costs Over and Above			\$ 3,913.00
Total Tuition Cost			\$ 23,272.70

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

602 Distribution Deduct 615.97
 % of Instructional Days to Bill 23.33%
 Amount Due **\$ 5,286.57**

Days Billed Semester 1 Mid Year Payment \$

Updated 07/14/2020 (K. Pugh)

Days Billed Semester 2	42
Total	42

Final Payment	\$	5,286.57
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Page 1 of 1

Student Name: [Name]

Student ID: [ID]

Student Address: [Address]

Student City: [City]

Student State: [State]

Student Zip: [Zip]

Student Email: [Email]

Student Phone: [Phone]

Student Social Security: [SSN]

Student Date of Birth: [DOB]

Student Gender: [Gender]

Student Race: [Race]

Student Ethnicity: [Ethnicity]

Student Marital Status: [Marital Status]

Signature

Signature

[Signature]

[Signature]

[Signature]

[Signature]

Student Name: [Name]

IntraSELPA Tuition Agreement

Date:

April 26, 2021

Memorandum of Understanding for the Tuition Calculation

This Memorandum of Understanding (MOU) is based on the process outlined in the Tuition Model for 2013-2014 approved by the Superintendent's Council September 20, 2013 where the District of Residence

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

2020-2021

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

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

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

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

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

District of Residence Approval

Ramona

James Proby
Special Education Director Date

Andreea Simon 5/28/21
Finance Director Date

District of Service Approval

Ramona

Debra L. Smith 4/26/21
Special Education Director Date

Lena H 4/26/21
Finance Director Date

Jaime Tate-Symons, SELPA Director

Date

TOPIC: Consider approval of the Stipend List for the 2021-2022 school year.

DESCRIPTION: Warner Unified Certificated Stipend List

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval.

WARNER UNIFIED CERTIFICATED STIPEND LIST

2020-2021

Base Salary = 42351	Step	1	2	3	4	6	8	10	STIPEND APPLICANTS	POSITION	STEP	Amount
position (highlighted if funded)												
ASB Advisor		5,294	5,506	5,929	6,353	6,564	6,776	6,988	Tiffany Lenfers	ASB ADVISOR	4	\$ 6,353
Athletic Dir.		12.50%	13.00%	14.00%	15.00%	15.50%	16.00%	16.50%				
Testing Cord.		2,753	2,965	3,176	3,388	3,600			Michelle Mahood	Testing Coordinator	6	\$ 3,600
Head Coaches		6.50%	7.00%	7.50%	8.00%	8.50%			Hannah Dimitrov	Senior Advisor	2	\$ 2,965
FFA Advisor									Holly Pawlicki	Team Lead ELEM	4	\$ 3,388
WASC									Dani Zurcher	Team Lead HS	5	\$ 3,600
Senior Advisor									Dani Zurcher	FFA Advisor	5	\$ 3,600
Team Leader												
Asst Football Coach		1,694							Scott Loeffke	Yearbook Advisor	1/2	\$ 847
BTSA		4.00%										
Yearbook Advisor												
Junior Advisor		847							Scott Loeffke	Junior Advisor		\$ 847
Sophomore Advisor		2.00%								Sophomore Advisor		
Freshman Advisor									Julia Grigorian	Freshman Advisor	1	\$ 847
6th Grade Advisor												
8th Grade Advisor									Christi Feezel	6th Grade Advisor	1	\$ 847
School Clubs												
Additional Stipends												
SPED Director		10,000										
Charter SPED Oversight		5,000							Holly Pawlicki	MTSS Facilitator (EL)	1	\$ 5,000
High need Teacher (Math)		5,000							Hannah Dimitrov	HS Math Stipend	1	\$ 5,000
MTSS Facilitator (EL and HS)		5,000							Dani Zurcher	MTSS Facilitator (HS)	5	\$ 5,000

Year	annual	monthly x2	new annual rt	difference 09-03	new monthly
Danielle Zurcher	FFA Advisor	3494	349.4	698.8	3564
Danielle Zurcher	Lead High School Teacher	1850	185	370	2726
Danielle Zurcher	BTSA High School	1233	123.3	246.6	1677
Danielle Zurcher	MTSS				5000
Hannah Dimitrov	Senior Advisor	2 1850	185	370	2935
Holly Pawlicki	MTSS				5000
Holly Pawlicki	Lead Elementary Teacher	1850	185	370	3145
Holly Pawlicki	BTSA Elementary School	1233	123.3	246.6	1677
Julia Grigorian	Freshman Advisor	206	20.6	41.2	839
Michelle Mahood	Testing Coordinator	3494	349.4	698.8	3564
	Athletic Director	5550	555	1110	5870
Scott Loeffke	Yearbook Advisor	616.5	61.65	123.3	838.5
Scott Loeffke	Junior Advisor	411	41.1	82.2	839
Tiffany Lenfers	ASB	4 5550	555	1110	6290
					592
					629

TOPIC: Consider approval of the Employment Agreement for Certificated employment of Joshua Brown as School Psychologist for the 2021-2022 school year. (E.C. 44909)

DESCRIPTION: Memorandum of Understanding By and Among Warner Unified School District, Julian Union School District, Julian Union High School District, and Spencer Valley Elementary School District Regarding Joint Employment of School Psychologist.

FISCAL IMPACT: Base Salary: \$94,095
Health Benefits: \$24,000
STRS/Medi/SUI...etc.: \$20,221

Total Compensation & Benefits = \$139,316

RECOMMENDATION: Recommend approval.

WARNER UNIFIED SCHOOL DISTRICT

EMPLOYMENT AGREEMENT CERTIFICATED EMPLOYEE [E.C. 44909]

THIS AGREEMENT is entered into by and between the Warner Unified School District ("District") and Joshua Brown ("Employee") with respect to the following recitals.

RECITALS

A. Credentials Held. Employee represents that he/she possesses the following California credentials authorizing service in California schools. The credentials are:

<u>TYPE</u>	<u>EXPIRES</u>
(1) Pupil Personnel Services Credential	07/01/2026
(2) _____	_____
(3) _____	_____

B. Basis for employment. Employee acknowledges that he/she is being hired to perform services for a categorically funded project and/or a contract with a public or private agency pursuant to Section 44909 of the Education Code. Employee acknowledges that, as a technical matter, he/she will be treated as a probationary employee except if the District terminates his/her employment due to the expiration of the specially funded project, or termination of the contract with a public or private agency, for which Employee has been hired, in which case Employee may be released as a temporary employee.

C. Employee Representation. Employee represents that he/she is not now under contract to any other school district or employer that will conflict with this employment.

D. District Representation. District expressly relies on the above representations of Employee in entering into this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. Notice of Classification. Employee is hired as a *full-time 1.0 F.T.E.* certificated employee pursuant to Education Code Section 44909. The basis for classification under Section 44909 is:

☐ Service conducted under a categorically-funded project described as:

☒ Service conducted under a contract with a public or private agency, described as:
Memorandum of Understanding By And Among Warner Unified School District, Julian Union School District, Julian Union High School District, and Spencer Valley Elementary School District Regarding Joint Employment Of School Psychologist ("MOU") and which is effective for the period from July 1, 2021 to June 30, 2022.

2. Period of Employment. Employee is hired effective July 1, 2021 through June 30, 2022. Consistent with the above-referenced recitals, which are incorporated by reference herein, Employee expressly agrees that he/she may be terminated upon any of the following conditions:

a. District's service of written notice of release from temporary employment upon (i) the expiration/reduction/elimination of funding for the aforementioned categorically-funded

project, (ii) the expiration of the aforementioned contract with a public or private agency, or (iii) the modification of the manner in which services are provided under the contract; or

- d. Employee's resignation, which Employee acknowledges may be lawfully received and accepted by the District's Superintendent; or
- e. Termination for any other reason authorized by law, board policy, administrative regulation, or applicable collective bargaining agreement, and pursuant to the termination process due under said authority.

3. Maintenance of Credentials. Employee represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained by Employee:

- a. Take and pass all examinations or continuing education courses which are now or may be required for renewal or maintenance of each credential.
- b. Refrain from any act or omission that will result in suspension, revocation, or de-registration of any credential.

Employee acknowledges that his/her continuing employment with the District is expressly subject to maintenance of all credentials. Failure to maintain each credential may be treated by the District, at its sole option, as a material breach of this contract and as grounds for a non-disciplinary release or, at District's election, a dismissal for unprofessional conduct, violation of rules and laws, or other grounds authorized by law. Employee also acknowledges that pursuant to California law, a pay warrant will not be issued to the employee, should the employee allow his/her credential to lapse.

4. Compensation. Employee will be compensated at the appropriate step and column placement in accordance with the rules of the certificated collective bargaining agreement. Specifically, Employee's compensation for the period of employment outlined in section 2 is \$94,095 plus benefits.

5. Status of Employment. Employee specifically acknowledges that this contract does not establish any right to probationary or permanent employment status other than stated herein. Employee further acknowledges that Employee has no property interest in his/her employment relationship with the District under Section 44909 of the Education Code.

The District agrees to abide by current law related to the classification of certificated employees under Education Code section 44909. If the District chooses to dismiss Employee from employment for reasons other than the bases set forth in paragraph 2, above, Employee shall be treated as if he/she were classified as a probationary certificated employee for purposes of seniority, non-reelection, and reductions in force. However, Employee's service under this Agreement shall not be included in computing the service required as a prerequisite to attainment of, or eligibility to, classification as a permanent employee except under the limited conditions set forth in Education Code Section 44909, 44917, or 44918.

6. Offer of Employment. This Agreement constitutes an offer of employment only and confers no legal or equitable rights until and unless it is approved by the Governing Board at a lawfully conducted public meeting. Employee's reporting to work constitutes acceptance of this offer. Employee agrees to faithfully adhere to all laws of the State of California and the United States of America, the regulations of the State Board of Education, the regulations, policies, and directives of the Governing Board of the District, and all lawful directives of Employee's superiors.

7. Fingerprinting Clearance. Employee certifies that he or she has not been convicted of a violent or serious felony within the meaning of Education Code section 44830.1. Employee acknowledges that this employment contract is conditioned upon the District receiving verification from the Department of Justice that Employee has not been convicted of a serious or violent felony. As such, Employee further acknowledges that until fingerprint clearance is received from the Department of Justice, Employee will not perform certificated duties and will not be considered an Employee of the District even if this agreement has been fully executed and approved by the Governing Board. All work performed prior to receipt of the Department of Justice fingerprint clearance shall be considered to have been performed as a volunteer and will be uncompensated.

ACTION ITEM
8

WARNER UNIFIED SCHOOL DISTRICT

DATE OF BOARD APPROVAL:


Superintendent

June 8, 2021

**ACCEPTANCE OF OFFER OF EMPLOYMENT
(CERTIFICATED EMPLOYEE [E.C. 44909])**

EMPLOYEE

Name:

Address:

Telephone Numbers:

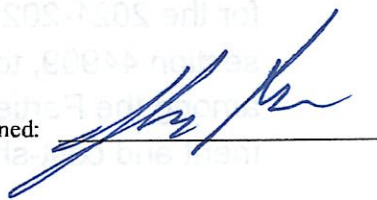
Social Security Number:

I accept the above offer of employment under Section 44909 of the Education Code and the terms and conditions thereof and will report to work as directed.

Date:

6/8/2021

Signed:



Please return to the Human Resources Office. A copy will be returned to you for your records and a copy of this Agreement will be placed in your personnel file.

TOPIC: Consider approval of the Memorandum of Understanding By and among Warner Unified School District, Julian Union School District, Julian Union High School District and Spencer Valley Elementary School District regarding Joint Employment of the School Psychologist.

DESCRIPTION: WHEREAS, Warner has offered to hire Brown as a Certificated school psychologist on an 100% FTE basis for the 2021-2022 school year under Education Code section 44909, to be assigned on a part-time basis among the Parties, under an appropriate joint employment and cost-sharing agreement.

FISCAL IMPACT: 2020-2021 SALARY & BENEFITS: (Joshua Brown)

Base Salary \$94,095 Health Benefits \$24,000 STRS/Medi/SUI...etc.

\$20,221 TOTAL COMPENSATION & BENEFITS FOR [#] DAYS

\$139,316

Annual Salary and Benefits (Warner, Spencer, JUHSD): \$ 27,863 Annual Salary and Benefits Julian USD: \$ 55,726

(Legal fees will be billed separately for establishment of contract)

· Daily Rate (**180** days) \$ 775

MONTHLY PAYMENT DUE BY EACH PARTY

MONTH (2021-22)	JUSD	JUHSD	SPENCER VALLEY
AUGUST	\$5572	\$2786	\$2786
SEPTEMBER	\$5572	\$2786	\$2786
OCTOBER	\$5572	\$2786	\$2786
NOVEMBER	\$5572	\$2786	\$2786
DECEMBER	\$5572	\$2786	\$2786
JANUARY	\$5572	\$2786	\$2786
FEBRUARY	\$5572	\$2786	\$2786
MARCH	\$5572	\$2786	\$2786
APRIL	\$5572	\$2786	\$2786
MAY	\$5572	\$2786	\$2786

RECOMMENDATION: Recommend approval.

MEMORANDUM OF UNDERSTANDING
by and among
WARNER UNIFIED SCHOOL DISTRICT,
JULIAN UNION SCHOOL DISTRICT,
JULIAN UNION HIGH SCHOOL DISTRICT, and
SPENCER VALLEY ELEMENTARY SCHOOL DISTRICT
regarding JOINT EMPLOYMENT OF SCHOOL PSYCHOLOGIST

This Memorandum of Understanding ("Agreement") is entered into by and among the Governing Boards of the Warner Unified School District ("Warner"), Julian Union School District ("Julian USD"), Julian Union High School District ("Julian UHSD"), and Spencer Valley Elementary School District ("Spencer Valley") (each individually a "Party" and collectively the "Parties") to address the shared use of school psychologist Joshua Brown ("Brown"), to be hired as a Warner employee, for the 2021-2022 school year.

RECITALS

- A. WHEREAS, each Party needs the services of a school psychologist on a part-time basis;
- B. WHEREAS, Warner has offered to hire Brown as a certificated school psychologist on an 100% FTE basis for the 2021-2022 school year under Education Code section 44909, to be assigned on a part-time basis among the Parties, under an appropriate joint employment and cost-sharing agreement; and
- C. WHEREAS, the Parties desire to enter into such an agreement whereby Brown is hired as a certificated employee of Warner but is assigned on a part-time basis to serve the students of Julian USD, Julian UHSD, and Spencer Valley.

NOW THEREFORE, the Parties hereby agree as follows:

1. Employment of Brown. Warner shall make an offer of employment to Brown at an 1.0 (100%) FTE basis under Education Code section 44909, and shall assign Brown to provide services on a part-time basis and under the direction and control of the other Parties to this agreement.
 - a. During the term of this Agreement, Brown shall remain a certificated employee of Warner hired under a Section 44909 temporary employment contract. Brown shall serve as a school psychologist for Warner and a school psychologist-on-loan to, Julian UHSD, and Spencer Valley on a .20 part-time assignment per Party basis and to Julian USD on a .40 part-time assignment per Party basis, with Brown working one day a week for Warner, Julian UHSD and Spencer and 2 days a week for Julian USD, for a total of five days per school week, for the term of the Agreement.
 - b. The parties intend for this service-sharing arrangement to provide each Party with Brown's services (in minimum increments of one day at a time) on an equal basis as much as reasonably possible. On or before August 11, 2021, the Parties will

discuss and reach agreement on the scheduling of Brown's services to each Party. If no agreement is reached, Brown will be scheduled to serve each Party on the following rotating basis in increments of one day at a time for: (i) Warner, (ii) Julian UHSD, (iii) Spencer Valley and two days at a time for: (iv) Julian USD.

- c. The term of the Agreement shall be from July 1, 2021 to June 30, 2022.

2. Termination/Renewal.

- a. This Agreement will terminate if Brown's employment is terminated by Warner, or upon the final instructional day in the 2021-2022 Warner school calendar, or if Warner terminates Brown's employment.
- b. Prior to the end of the 2021-2022 school year, the Agreement may be terminated by mutual, written agreement if three (3) out of the four (4) Parties provide thirty (30) days written notice.
- c. The Parties may renew the terms and conditions of the Agreement to fulfill the Parties' requests for Brown's services in future school years, but by separate, written agreement. If any Party chooses not to renew the terms and conditions of the Agreement for the 2022-2023 school year, that Party must provide written notice of its intent not to renew the terms and conditions of the Agreement to all of the remaining Parties by February 1, 2022.

3. Joint Employment / Cost Sharing Agreement.

- a. Each Party agrees that Brown shall be jointly employed by each Party and shall ensure that it undertakes appropriate direction, supervision, and risk management responsibilities for Brown when he is performing services for each respective Party.
- b. Each Party will be proportionately responsible for the costs of Brown's salary and benefits (including statutory and fringe benefits) during the entire term of the Agreement.
- c. Warner shall be responsible for facilitating payment of Brown's salary by Warner and facilitating Brown's receipt of benefits under Warner's fringe benefit plans.
- d. Julian USD, Julian UHSD, and Spencer Valley, shall reimburse Warner for their monthly proportionate share of Brown's salary and benefits, as set forth in on Exhibit A to the Agreement.
- e. Each Party will be individually and solely responsible for any and all costs associated with Brown's work on its caseload including, but not limited to, legal fees, insurance, travel costs, testing materials, additional work hours, and other expenses incurred by Brown directly in connection with his work on behalf of that Party's students.
- f. Any duties assigned to and/or expected of Brown by one Party beyond those which constitute the negotiated Agreement shall be a liability borne solely by the one Party, and shall not result in any additional cost to the remaining Parties.

4. Assigned Days. Regardless of a Party's need for Brown's services during a particular week, each Party shall still be responsible for its proportionate share of costs as set forth above. For any week in which a Party does not need the services of Brown, the Party may offer its assigned day of Brown's services to the remaining Parties. If a written agreement is reached between one Party and a second Party regarding the transfer of Brown's time and related fiscal obligations from the first Party to the second Party, at least 5 business days in advance of the service day, then the first Party may invoice the second Party for reimbursement of the first party's fiscal obligations related to the "traded" day(s). A copy of the written agreement between these two Parties shall also be provided to Warner by no later than the 20th day of the following month. Any agreement between Parties to trade days shall not affect the monthly payments due by each Party to Warner under this Agreement and as specified in Exhibit A.
5. Leaves of Absence. The Parties acknowledge that Brown may have a need to take sick days or other paid leaves of absence, and each Party assumes the risk and obligations that Brown may be on sick or other paid leave during a day that Brown is assigned to each Party. Nevertheless, the Parties wish to avoid having any Party unduly burdened by this variable factor, intend to honor the goal of having Brown share a proportionate of his duty time amongst each Party pursuant to the contracted days, and agree to mutually restructure Brown's assigned days if he is on a leave of absence for more than three days on which Brown is assigned to any Party to equalize his service over the school year.
6. Monthly Payments. Julian USD, Julian UHSD, and Spencer Valley shall pay Warner on the 28th of each month, in the amounts specified in Exhibit A, which reflect the agreed-upon monthly cost for Brown's services. Julian USD, Julian UHSD, and Spencer Valley will report to Warner all use by Brown of sick leave, or other leave at the time of payment.
7. Defense and Indemnity. Each Party hereby agrees to indemnify, defend and hold harmless the remaining three Parties and the remaining Parties' Governing Board, agents, officers, attorneys, employees, volunteers and authorized representatives from any and all losses, liabilities, costs, expenses, charges, damages, claims, liens, complaints, and causes of action, of whatsoever kind or nature (including, but not limited to, reasonable attorneys' fees and costs) which are in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, through any act, omission, fault, or negligence of Brown or that Party's officers, agents, employees, or authorized representatives, which relates in any manner to Brown's work for that Party under the Agreement. For example, if Julian UHSD is named as a party in an administrative due process matter involving a student for which Brown did a special education assessment, and the student also names Warner and/or Spencer Valley, then Julian UHSD will indemnify, defend and hold harmless Warner and Spencer Valley, which includes but is not limited to immediately taking action to dismiss Warner and Spencer Valley as named parties to the administrative due process matter.
8. Employment Classification. Notwithstanding the joint employment of Brown, he shall not acquire any of the rights, privileges, powers, or advantages of an employee of Julian

USD, Julian UHSD, and/or Spencer Valley including, without limitation, Workers' Compensation, disability, insurance, health plans, vacation, or sick leave pay, or any other benefit available to Julian USD, Julian UHSD, and/or Spencer Valley employees.

Brown's services pursuant to the Agreement shall in no way be construed to count as employment with Julian USD, Julian UHSD, and/or Spencer Valley for purposes of attaining permanent status with Julian USD, Julian UHSD, and/or Spencer Valley, and Brown shall have no preferential right to employment with Julian USD, Julian UHSD, and/or Spencer Valley based upon his services under the Agreement except as which may otherwise be provided for by law. Upon the expiration of the Agreement or any succeeding agreement or written amendment to the Agreement among the Parties, it is understood that Julian USD, Julian UHSD, or Spencer Valley shall have no further obligation to utilize the services of Brown or to reserve or offer a position to Brown as an employee of Julian USD, Julian UHSD, or Spencer Valley at the conclusion of the Agreement or any succeeding agreement.

9. **Legal Fees.** The Parties shall proportionately share the costs associated with the preparation of the Agreement. Warner shall issue an invoice and the remaining Parties shall remit payment for these costs consistent with Section 8 above.

10. **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of California excluding its choice of law rules. If any action is instituted to enforce or interpret the Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in San Diego County, California.

11. **Assignment of Rights.** No Party shall assign or transfer any or all of its rights, burdens, duties or obligations under the Agreement without the prior written consent of all other Parties, which may not be unreasonably withheld. Nothing contained in the Agreement shall create a contractual relationship with or cause of action in favor of a third party against any of the Parties.

12. **Severability.** If any provision of the Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

13. **Modifications.** The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by all of the Parties.

14. **Entire Agreement.** The Agreement constitutes the entire agreement among the Parties, and supersedes any prior agreement or understanding. There are no understandings, agreements, representations or warranties, expressed or implied, not specified in the Agreement.

The Parties, by execution of the Agreement through their designated agents, acknowledge and represent that they have read the Agreement, understand it, and voluntarily agree to be bound by

its terms and conditions, free from fraud, coercion or duress. The Parties further represent that they have had the opportunity to consult with legal counsel of their own choosing regarding the Agreement and each of its provisions. Furthermore, the Parties represent that they have, as of the date of execution of the Agreement, the legal capacity to understand, agree to, and sign the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused the agreement to be executed by their duly authorized representatives.

WARNER UNIFIED SCHOOL DISTRICT

David MacLeod
Superintendent

Date

JULIAN UNION SCHOOL DISTRICT

Brian Duffy
Superintendent

Date

JULIAN UNION HIGH SCHOOL DISTRICT

Patrick Hefflin
Superintendent

Date

SPENCER VALLEY ELEMENTARY SCHOOL DISTRICT

Kathleen McKenzie
Superintendent

Date

Exhibit A

2020-2021 SALARY & BENEFITS: (Joshua Brown)

Base Salary	\$94,095
Health Benefits	\$24,000
STRS/Medi/SUI...etc.	\$20,221

TOTAL COMPENSATION & BENEFITS FOR [#] DAYS \$139,316

Annual Salary and Benefits (Warner, Spencer, JUHSD): \$ 27,863
Annual Salary and Benefits Julian USD: \$ 55,726

(Legal fees will be billed separately for establishment of contract)

· Daily Rate **(180 days)** \$ 775

MONTHLY PAYMENT DUE BY EACH PARTY

MONTH (2021-22)	JUSD	JUHSD	SPENCER VALLEY
AUGUST	\$5572	\$2786	\$2786
SEPTEMBER	\$5572	\$2786	\$2786
OCTOBER	\$5572	\$2786	\$2786
NOVEMBER	\$5572	\$2786	\$2786
DECEMBER	\$5572	\$2786	\$2786
JANUARY	\$5572	\$2786	\$2786
FEBRUARY	\$5572	\$2786	\$2786
MARCH	\$5572	\$2786	\$2786
APRIL	\$5572	\$2786	\$2786
MAY	\$5572	\$2786	\$2786

ACTION ITEM**7**

TOPIC: Consider approval of Jennifer Blackwell as a Physical Education teacher, pending pre-employment screening.

DESCRIPTION: Handout

FISCAL IMPACT: TBD

RECOMMENDATION: Recommend approval.

MONTH (2011-2012)	2011	2012	MONTHLY VALUE
AUGUST	\$2,500	\$2,500	\$2,500
SEPTEMBER	\$2,500	\$2,500	\$2,500
OCTOBER	\$2,500	\$2,500	\$2,500
NOVEMBER	\$2,500	\$2,500	\$2,500
DECEMBER	\$2,500	\$2,500	\$2,500
JANUARY	\$2,500	\$2,500	\$2,500
FEBRUARY	\$2,500	\$2,500	\$2,500
MARCH	\$2,500	\$2,500	\$2,500
APRIL	\$2,500	\$2,500	\$2,500
MAY	\$2,500	\$2,500	\$2,500

TOPIC: Consider approval of Kathryn (Nikki) Mahani as an elementary school teacher, pending pre-employment screening.

DESCRIPTION: Handout

FISCAL IMPACT: TBD

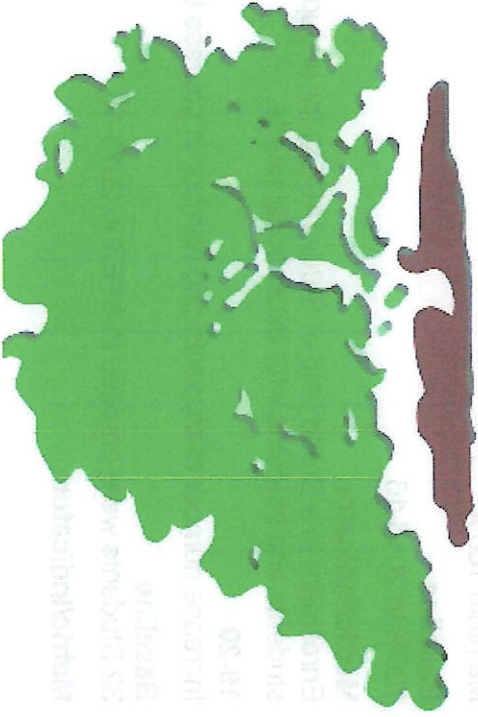
RECOMMENDATION: Recommend approval.

TOPIC: Consider approval of the Local Control Accountability Plan (LCAP) and Dashboard Local Indicators.

DESCRIPTION: Warner Unified's analysis of its goals, measurable outcomes and actions and services from the 2019-2020 Local Control and Accountability Plan.

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval.



Warner Unified

Annual Update for Developing the 2021-22 Local Control and Accountability Plan

Annual Update for the 2019–20 Local Control and Accountability Plan Year

LEA Name	Contact Name and Title	Email and Phone
Warner Unified School District	David MacLeod Superintendent	david.macleod@warnerusd.net 760.782.3517

The following is the local educational agency's (LEA's) analysis of its goals, measurable outcomes and actions and services from the 2019-20 Local Control and Accountability Plan (LCAP).

Goal 1

Increase achievement for all students and close the achievement gap which will better prepare students to graduate college and career ready.

State and/or Local Priorities addressed by this goal:

- State Priorities:**
- Priority 1: Basic (Conditions of Learning)
 - Priority 2: State Standards (Conditions of Learning)
 - Priority 4: Pupil Achievement (Pupil Outcomes)
 - Priority 5: Pupil Engagement (Engagement)
 - Priority 7: Course Access (Conditions of Learning)
 - Priority 8: Other Pupil Outcomes (Pupil Outcomes)

Local Priorities: District Goal #1: Improve teaching and learning to increase achievement for all students. Invest in technology and

Annual Measurable Outcomes

Expected		Actual
Metric/Indicator Graduation Rate will be maintained at 100%		2018-19 - 94.1%; 2019-20 - 100%
19-20 Maintain 100%		
Baseline 100% in 2015-16		
Metric/Indicator Enrollment in a Broad field of Study (APEX) for unduplicated students and students with exceptional needs.		Discontinued Apex
19-20 Increase number of students and number of courses taken		
Baseline 32 Students were enrolled in APEX in 2015-16		
Metric/Indicator		ELA increased 12 points; Math increased 16.9 points; Met implementation of CCS standards and ELD standards

Expected	Actual
<p>CAASPP results will increase by 3% over prior year for ELA & Math. This metric will also measure the implementation of CCS standards, and ELD standards for ELs .</p> <p>19-20 Increase by 3% annually</p> <p>Baseline CAASP dashboard results with changes from 13-14 to 14-15:</p> <ul style="list-style-type: none"> • ELA 3-8 declined significantly -29 points • Math 3-8 declined significantly -45 points • ELA and Math Grade 11 – no change 	
<p>Metric/Indicator English Language Learner Progress will be measured by ELPAC scores</p> <p>19-20 English Language Learner Progress will be measured by ELPAC scores.</p> <p>Baseline In 2015-16, 25 students tested and 71% were reclassified to EP</p>	<p>Information on California Schools Dashboard indicates 43% of English Learners made progress in 18-19, the last year that information was available on the Dashboard. ELPAC growth scores not reported</p>
<p>Metric/Indicator CTE Course Sequence Completion</p> <p>19-20 Increase over prior year by 25%</p> <p>Baseline 2015-16 0 Students completed the CTE Course Sequence</p>	<p>8.7% met CCR standards based on CTE course completion. (where found?)</p>
<p>Metric/Indicator Increase the number of students satisfying CSU and UC mission criteria by 3-5% over prior year.</p> <p>19-20 Increase over prior year</p>	<p>7 seniors met CSU and UC admission criteria, an increase over the prior year.</p>

Expected

Actual

<p>Baseline In 2015-16 9 students had satisfied the CSU and UC Mission criteria</p>	
<p>Metric/Indicator Increase the percent of students ready for college- level courses based upon EAP, by 3-5% over prior year.</p> <p>19-20 Increase over prior year</p>	<p>ELA - 42.85% were prepared; Math - 14.29% were prepared</p>
<p>Baseline In 2015-16 20% of students were ready for college- level courses based on EAP.</p>	
<p>Metric/Indicator Maintain the percentage of students with standards-aligned instructional materials at 100%</p> <p>19-20 Maintain 100%</p>	<p>100%</p>
<p>Baseline In 2016-17 100% of students had standards –aligned materials.</p>	
<p>Metric/Indicator AP Participation and Pass Rates will increase (metric discontinued)</p> <p>19-20 increase</p>	<p>metric discontinued; Warner does not offer AP classes</p>
<p>Baseline Baseline to be determined</p>	
<p>Metric/Indicator Achievement on CAST Test</p> <p>19-20 Increase over baseline</p>	<p>Baseline 2018-19 = 10.64% met or exceeded standard</p>
<p>Baseline Baseline will be determined in the next school year.</p>	

Actions / Services

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
Continued Investment in Professional Development: Faculty and Staff have expressed the overwhelming need for added opportunities for relevant Professional Development especially in the areas of Common Core Implementation and strategies for closing the achievement gap.	Professional Development 1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration 1000 Professional Development 2000-2999: Classified Personnel Salaries LCFF Supplemental and Concentration 1000 Professional Development 3000-3999: Employee Benefits LCFF Supplemental and Concentration 500 Professional Development 5800: Professional/Consulting Services And Operating Expenditures LCFF Supplemental and Concentration 2000 Professional Development 5800: Professional/Consulting Services And Operating Expenditures Title II 10,000	Professional Development 1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration 20,000 Professional Development 2000-2999: Classified Personnel Salaries LCFF Supplemental and Concentration 0 Professional Development 3000-3999: Employee Benefits LCFF Supplemental and Concentration 4,050 Professional Development 5000-5999: Services And Other Operating Expenditures LCFF Supplemental and Concentration 0 Professional Development 5000-5999: Services And Other Operating Expenditures Title II 12,693
Technology: The District believes that technology is an integral part of education in the 21st century. The District will evaluate effectiveness of current educational programs and will continue to invest in innovative and well-recognized software and hardware to supplement and strengthen student learning. The District will continue to employ the New Ed Technology Lead and will transform the library into a 21st century Maker Space. The District will maintain the 1:1 technology implementation for all students.	Technology 1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration 30,000 Technology 2000-2999: Classified Personnel Salaries LCFF Supplemental and Concentration 18,500 Technology 3000-3999: Employee Benefits LCFF Supplemental and Concentration 26,000	Technology 1000-1999: Certificated Personnel Salaries 21,447 Technology 2000-2999: Classified Personnel Salaries 24,508 Technology 3000-3999: Employee Benefits 15,184

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
	<p>Technology 4000-4999: Books And Supplies LCFF Supplemental and Concentration 2,500</p> <p>Technology 5800: Professional/Consulting Services And Operating Expenditures LCFF Supplemental and Concentration 10,000</p>	<p>Technology 4000-4999: Books And Supplies LCFF Supplemental and Concentration 32,318</p> <p>Technology 5000-5999: Services And Other Operating Expenditures LCFF Supplemental and Concentration</p>
<p>Investment in Reading Support: Staff has expressed a need for assistance in reading support at all ages. The District will hire a .8 FTE Reading Specialist to work with the lowest readers school wide. The District will continue to employ a full time Library Media Technician to support teachers with assessments and reading supports.</p>	<p>Reading Specialist 1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration 49,000</p> <p>Library Tech _ increased hours 2000-2999: Classified Personnel Salaries LCFF Supplemental and Concentration 15,500</p> <p>Benefits 3000-3999: Employee Benefits LCFF Supplemental and Concentration 30,000</p> <p>Books, curriculum 4000-4999: Books And Supplies LCFF Supplemental and Concentration 5,000</p> <p>Incentives, reading program 5800: Professional/Consulting Services And Operating Expenditures LCFF Supplemental and Concentration 2,500</p>	<p>Reading Specialist 1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration 51,529</p> <p>Library Tech _ increased hours 2000-2999: Classified Personnel Salaries LCFF Supplemental and Concentration 26,509</p> <p>Benefits 3000-3999: Employee Benefits LCFF Supplemental and Concentration 26,390</p> <p>N/A 0</p> <p>N/A 0</p>
<p>Recruitment and Retention of Highly Qualified Teachers</p> <p>A 2% Raise for staff starting in 2016-17, 3% in 2017-18 and 1% in 2018-19 will help the District attract and retain qualified instructional staff which better supports the educational experience of at risk and disadvantaged students.</p>	<p>ROP, SPED, Title funds Object 1000, 2000, 3000 0</p>	<p>N/A 0</p>

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
<p>Recruitment and Retention of Highly Qualified Teachers</p> <p>A 2% Raise for staff starting in 2016-17, 3% in 2017-18 and 1% in 2018-19 will help the District attract and retain qualified instructional staff which better supports the educational experience of at risk and disadvantaged students.</p>	<p>Object 1000, 2000, 3000 Supplemental and Concentration 0</p>	<p>N/A 0</p>
<p>Push-in and Pull-out Support from Instructional Aides: Instructional Aides increase the overall educational experience for all students, with a focus on students with special needs. In addition, the presence of Instructional Aides contributes to the social-emotional wellbeing of students and provides an added sense of security on campus (also supports Goal 3).</p>	<p>Instructional Aides_Classroom Support 2000-2999: Classified Personnel Salaries Title I \$50,000</p> <p>Instructional Aides_Classroom Support 3000-3999: Employee Benefits Title I 27,187</p> <p>Instructional Aides_Classroom Support 2000-2999: Classified Personnel Salaries Title IV 8600</p> <p>Instructional Aides_Classroom Support 3000-3999: Employee Benefits Title IV 5300</p> <p>Instructional Aides_Classroom Support 2000-2999: Classified Personnel Salaries Special Education 62,000</p> <p>Instructional Aides_Classroom Support 3000-3999: Employee Benefits Special Education 44,000</p>	<p>Instructional Aides_Classroom Support 2000-2999: Classified Personnel Salaries Title I 61,837</p> <p>Instructional Aides_Classroom Support 3000-3999: Employee Benefits Title I 16,511</p> <p>Extra Teacher, Middle School support 1000-1999: Certificated Personnel Salaries Title IV 23,600</p> <p>Extra Teacher, Middle School support 3000-3999: Employee Benefits Title IV 4,889</p> <p>Instructional Aides_Classroom Support 2000-2999: Classified Personnel Salaries Special Education 54,497</p> <p>Instructional Aides_Classroom Support 3000-3999: Employee Benefits Special Education 18,973</p>
<p>Push-in and Pull-out Support from Instructional Aides: Instructional Aides increase the overall educational experience for all students, with a focus on students with special needs. In addition, the presence of Instructional Aides contributes to the social emotional wellbeing of students and provides an added sense of security on campus (also supports Goal 3).</p>	<p>Instructional Aides_Classroom Support 2000-2999: Classified Personnel Salaries LCFF Supplemental and Concentration 20,000</p>	<p>N/A 0</p>

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
<p>Before and After School Programs and Tutoring: Certificated staff will continue to provide small group and individual tutoring during designated before and after school hours. Students who need extra help with homework and schoolwork will be referred to services. Parents will be notified of opportunities. The Before and After School Programs provide multi-faceted benefits to the students including: extra-curricular activities, sports, academic support, safety and security for students who might otherwise be home alone while their parents are at work.</p>	<p>Instructional Aides Classroom Support 3000-3999: Employee Benefits LCFF Supplemental and Concentration 13,000</p>	<p>N/A 0</p>
	<p>Before/After School Support 2000-2999: Classified Personnel Salaries Other 43,211</p>	<p>Before/After School Support 2000-2999: Classified Personnel Salaries Other 47,750</p>
	<p>Before/After School Support 3000-3999: Employee Benefits Other 17614</p>	<p>Before/After School Support 3000-3999: Employee Benefits Other 10,734</p>
	<p>Before/After School Support 4000-4999: Books And Supplies Other 3000</p>	<p>Before/After School Support Other 989</p>
	<p>Before/After School Support 5000-5999: Services And Other Operating Expenditures Other 11850</p>	<p>Before/After School Support 5000-5999: Services And Other Operating Expenditures Other 21,790</p>
	<p>Increased and Improved Services 1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration 10000</p>	<p>Increased and Improved Services 5000-5999: Services And Other Operating Expenditures LCFF Supplemental and Concentration 17,152</p>
	<p>Increased and Improved Services 3000-3999: Employee Benefits LCFF Supplemental and Concentration 5000</p>	<p>N/A</p>

Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

In 2019-20 the majority of the budgeted funds were spent as allocated. The basic services of professional development, staff and technology occurred as planned.

Exceptions were that 1. more money was spent on Professional Development as planned due to extra expenses related to PD for distance learning; and 2. less money was spent on Push-In and Pull-Out support from Instructional Aides.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

Warner USD successfully implemented, or was in the process of implementing, the actions and services included in Goal 1 of the 19-20 LCAP. The focus on reading support included the hiring of a Reading Specialist who worked with the students in the lowest reading levels, with a focus on closing the achievement gap. The Reading Specialist worked with students in both the in-person and distance learning environments. Instructional aides continued to provide supplemental academic and social emotional support for students, especially for students with special needs. Before and After School Programs (ASES) organized small group and individual tutoring, along with extra-curricular activities. When the district moved to distance learning the Before and After School Programs continued to offer academic support structures, and also added art and STEM activities, created in conjunction with the counselors to integrate social/emotional health themes. Professional Development continued, but the focus pivoted to how to provide relevant Common Core based strategies in a distance learning environment.

The challenges were in making the switch from in-person to distance learning quickly and effectively so that students continued to receive high quality instruction and support.

Goal 2

The District will provide students with a clean, healthy, physically and emotionally safe learning environment.

State and/or Local Priorities addressed by this goal:

- State Priorities:
- Priority 1: Basic (Conditions of Learning)
 - Priority 5: Pupil Engagement (Engagement)
 - Priority 6: School Climate (Engagement)
- Local Priorities:
- District Goal #4: Safe and Positive Schools

Annual Measurable Outcomes

Expected		Actual
Metric/Indicator Facilities Inspection Tool rating will be "good" or better		Outcome met, rating was Good
19-20 Good		
Baseline Fair to good in 16-17 School year		
Metric/Indicator Suspension Rate will decrease		Suspension rate maintained at 3.5%
19-20 decrease		
Baseline 12 students, 15 suspensions		
Metric/Indicator Expulsion Rate		Met - 0 expulsions
19-20 0		
Baseline		

Expected

Actual

3.5%		
Metric/Indicator Middle School Dropout rate will decrease		
19-20 0%		0 - met
Baseline 0%		
Metric/Indicator High School Dropout rate will decrease		0 - met
19-20 0%		
Baseline 0%		
Metric/Indicator Attendance Rate		
19-20 95%		
Baseline 94.4%		
Metric/Indicator Chronic Absenteeism		
19-20 decrease		10.3% in 2018-19, an increase
Baseline Baseline TBD		
Metric/Indicator Appropriately assigned and Fully Credentialed Teachers		
19-20 100%		100%

2019-20 elementary - 92.63%; middle school - 94.54%; high school - 89.77% (attendance may have been impacted by COVID related school closures.)

Expected		Actual
Baseline Baseline TBD		
Metric/Indicator Stakeholder Satisfaction Surveys (California Healthy Kids Survey - Safety and School Connectedness)	?	
19-20 95%		
Baseline Based on 2017-18 surveys, to be reported in 18-19 annual update.		

Actions / Services

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
<p>Clean and Safe Facilities:</p> <p>The District believes that a safe and clean learning environment is most conducive to a successful educational experience. While Warner's has an aging facility, the District will continue to invest in security and facility safety projects as well as to seek out additional funding sources to modernize facilities as necessary. The District will continue efforts with State and Local officials to address the drinking water issues of the past few years and will continue to provide clean bottled water for drinking and cooking with. The District has contracted with a new Facilities Consultant to assist in planning, funding, and implementing facilities projects.</p>	<p>Clean and Safe Facilities 2000-2999: Classified Personnel Salaries LCFF Base 67,550</p> <p>Clean and Safe Facilities 3000-3999: Employee Benefits LCFF Base 55,500</p> <p>Clean and Safe Facilities 2000-2999: Classified Personnel Salaries LCFF Supplemental and Concentration 135,000</p> <p>Improved and Increased Services 2000-2999: Classified Personnel Salaries LCFF Supplemental and Concentration 135,000</p> <p>Improved and Increased Services 3000-3999: Employee Benefits LCFF Supplemental and Concentration 87,500</p>	<p>Clean and Safe Facilities 2000-2999: Classified Personnel Salaries LCFF Base 30,000</p> <p>Clean and Safe Facilities 3000-3999: Employee Benefits LCFF Base 10,000</p> <p>Clean and Safe Facilities 5000-5999: Services And Other Operating Expenditures LCFF Base 85,485</p> <p>Improved and Increased Services 2000-2999: Classified Personnel Salaries LCFF Supplemental and Concentration 91,191</p> <p>Improved and Increased Services 3000-3999: Employee Benefits LCFF Supplemental and Concentration 34,083</p>

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
<p>Mental Health/Social Emotional: The District acknowledges that a Student's Social Emotional well-being is integral to educational success. Warner USD will continue to coordinate services to allow and encourage student's access to Mental Health resources including but not limited to Vista Hill Counseling, part time School Psychologist services, a High School Counselor, and referrals and small group services with the Indian Health Psychologist. The District will continue the Safe Schools Ambassadors Anti-bullying program and has participated in Rachel's Challenge to promote safety for students.</p>	<p>Mental Health Resources 1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration 20,852</p> <p>Mental Health Resources 3000-3999: Employee Benefits LCFF Supplemental and Concentration 8895</p> <p>Mental Health Resources 5800: Professional/Consulting Services And Operating Expenditures LCFF Supplemental and Concentration 3500</p>	<p>Mental Health Resources 1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration 37,608</p> <p>Mental Health Resources 3000-3999: Employee Benefits LCFF Supplemental and Concentration 6,375</p> <p>Mental Health Resources 5800: Professional/Consulting Services And Operating Expenditures LCFF Supplemental and Concentration 3,744</p> <p>Mental Health Resources 1000-1999: Certificated Personnel Salaries Special Education 10,000</p> <p>Mental Health Resources 3000-3999: Employee Benefits Special Education 6,000</p>
<p>Home to School Transportation: The District recognizes that due to the rural and expansive nature of its district boundaries, parent transportation to and from school and school activities is challenging. With over 82% of students qualifying for Free/Reduced Lunches, the District will continue to provide safe and reliable Home to School Transportation at no cost to families despite the lack of sufficient funding from the State.</p>	<p>Home to School Transportation 2000-2999: Classified Personnel Salaries LCFF Base 105,000</p> <p>Home to School Transportation 3000-3999: Employee Benefits LCFF Base 37,950</p> <p>Home to School Transportation 4000-4999: Books And Supplies LCFF Base 25,000</p> <p>Increased and Improved Services 5000-5999: Services And Other Operating Expenditures LCFF Supplemental and Concentration 25,000</p>	<p>Home to School Transportation: 2000-2999: Classified Personnel Salaries LCFF Base 88,723</p> <p>Home to School Transportation: 3000-3999: Employee Benefits LCFF Base 36,582</p> <p>Home to School Transportation: 4000-4999: Books And Supplies LCFF Base 32,518</p> <p>Home to School Transportation: 5000-5999: Services And Other Operating Expenditures LCFF Base 34,461</p>

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
<p>Home to School Transportation: The District recognizes that due to the rural and expansive nature of its district boundaries, parent transportation to and from school and school activities is challenging. With over 82% of students qualifying for Free/Reduced Lunches, the District will continue to provide safe and reliable Home to School Transportation at no cost to families despite the lack of sufficient funding from the State.</p>	<p>Home to School Transportation 4000-4999: Books And Supplies LCFF Supplemental and Concentration 27,600</p> <p>Home to School Transportation 5000-5999: Services And Other Operating Expenditures LCFF Supplemental and Concentration 58,000</p>	<p>Home to School Transportation: 4000-4999: Books And Supplies LCFF Supplemental and Concentration 34,461</p> <p>Home to School Transportation: 5000-5999: Services And Other Operating Expenditures LCFF Supplemental and Concentration 60,000</p>

Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

Warner Unified School District continued to support the actions designed to support the goal of providing a safe learning environment. Additional expenditures due to the pandemic included the purchase of PPE equipment. Savings in costs for transportation resulted with the shift to distance learning in March. There were significant differences in the expenditures for Mental Health, with a higher cost due to increased needs during the pandemic.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

The district continues to invest in security and facility projects, including efforts to resolve the lack of potable drinking water. The older buildings need constant maintenance and upgrades. A new challenge arose in March 2020 by the need for additional cleaning, the purchase of Personal Protective Equipment and more brought on by the pandemic. To address the pandemic related needs the district made plans to hire and additional cleaning person and purchased air purifiers for each school, classroom and common space. Home to School Transportation was provided free of charge throughout the school year, up until the schools were closed. Social emotional learning continues to be a priority. The district psychologist and counselor with students and families in need, and engage in positive activities to build a supportive culture. Especially important as family's lives were changing due to COVID-19 is how they coordinate services with community organizations such as Vista Hill, and collaborate with the Indian Health psychologist. When schools closed their campuses the need for mental health resources grew, and the district stepped up to ensure families in need were identified and supported. Teachers referred students or families based on absences or other concerns, and the administration sent multiple messages home to let families know help was available if needed.

Goal 3

Parents, staff and local community members are engaged in the school and student learning and work collaboratively to support kids to increase learning.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 3: Parental Involvement (Engagement)

Local Priorities: District Goal #5: Community Engagement

Annual Measurable Outcomes

Expected

Actual

Metric/Indicator

Parent Satisfaction surveys

19-20

increase

Baseline

Baseline TBD

Metric/Indicator

WASC assessments for school culture

19-20

Positive School Culture will increase

Baseline

WASC gave a 2 year certification with strong recommendations for improving school culture.

Metric/Indicator

Increase in Community Volunteerism

19-20

Increase by 25% over prior year

Baseline

Increase number of opportunities for Community Members will be welcomed on campus to volunteer.

Survey questions changed due to the pandemic, results are therefore not comparable.

No WASC visit results to compare here.

Volunteering was not possible during the pandemic so numbers for the partial year were not a full and valid comparison

Expected	Actual
<p>Metric/Indicator Promote Parental Participation for Unduplicated students and students with Special Needs as measured by increasing events on campus as well as the District's visibility at Community events</p> <p>19-20 Number of parents participating in school events will increase by 10% over prior year.</p> <p>Baseline Baseline will be established in 2017-18</p> <p>Metric/Indicator Increased PTCC and PEACE committee participation to give input</p> <p>19-20 Number of Parent and Community Members will increase by 10%</p> <p>Baseline Number of Parent and Community Members will increase by 10%</p>	<p>Campus and Community events were cancelled in the Spring of 2020, so numbers for the partial year were not a full and valid comparison</p> <p>Participation dropped to 1</p>

Actions / Services

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
<p>Foster a Healthy School Culture: The Superintendent and Staff will develop and nurture a positive climate at the school with academics and student success as the primary focus. Decisions will be student focused and centered on increasing learning. District staff will adopt a culture which encourages and models positive character traits.</p> <p>Some of the potential actions will include:</p> <ul style="list-style-type: none"> Continue the Safe Schools Ambassadors anti-bullying trainings and integrate the lessons into the curriculum at all grade levels. Re-vitalize or re-formulate "The Warner Way" and actively incorporate it into the curriculum presented to students. Implement Character education programs at all grade levels 	<p>Improve School Culture 4000-4999: Books And Supplies LCFF Supplemental and Concentration 1000</p> <p>Improve School Culture 5000-5999: Services And Other Operating Expenditures LCFF Supplemental and Concentration 500</p>	<p>N/A due to Pandemic 0</p> <p>0</p>

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
<p>Welcoming Atmosphere: Data shows that students benefit immensely from frequent positive adult interactions, including those with family members and caregivers, teachers and other school staff, and community members. The District wishes to provide opportunity to students to engage with positive role models in a variety of settings. The District will reach out to parents and community members to encourage volunteerism on campus. Some potential opportunities will include:</p> <ul style="list-style-type: none"> • Monthly parent and community Coffee with the Superintendent and Board members. • Monthly Bring your Parent to Lunch Days • Inviting community members in to read to students. • Create Service Learning Opportunities for students to give back to the community. • District sponsored Community Events • Collaboration with the Warner Resource Center, Warner Springs Ranch and other local groups. • Increased opportunities for students to showcase their learning including performances, art exhibits and awards assemblies. • Recognition for those parents and community members who take time to volunteer. 	<p>Welcoming Atmosphere, Parent/Community events 4000-4999: Books And Supplies LCFF Supplemental and Concentration 1500</p> <p>Welcoming Atmosphere, Parent/Community events 5000-5999: Services And Other Operating Expenditures LCFF Supplemental and Concentration 1000</p>	<p>Bring Parent to Lunch Days, District Office Coffee Station 100</p> <p>Bring Parent to Lunch Days, District Office Coffee Station 0</p>
<p>Communication: The District will explore ways to better communicate with parents to encourage parent participation in student learning. In addition to maintaining the Blackboard Connect All-Call system, the District will research and identify a consistent and effective way to communicate information and events with ALL families. Some potential ideas include:</p> <ul style="list-style-type: none"> • Contracting for Webhosting and Web-design to reorganize and better utilize our school's website. • A newsletter • A text message/mobile notification system • District maintained Social Media sites 	<p>Increased Communication 5800: Professional/Consulting Services And Operating Expenditures LCFF Supplemental and Concentration 5,000</p>	<p>Increased Communication 5800: Professional/Consulting Services And Operating Expenditures LCFF Supplemental and Concentration 5006</p>

Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

There was a significant differences in expenditures for this goal. While communication expenditures remained the same, expenditures for other actions were significantly less. This is partially because, although some events did occur early in the year, the costs were less than expected. And the end of year activities were not done due to the pandemic.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

As a small, rural district one-on-one contacts and building of relationships with families continues to be a strong component of parent/community outreach. That outreach was improved this year with the addition of a bilingual pre-school teacher, who has also increased the district's connections to the parents of students who are English Learners. The district has a website and twitter feed that keep parents updated on important news and events in the district. From celebrations of completed Capstone Projects, to announcements of school reopening plans and schedule changes, parents know where to go to get information. The Superintendent's Newsletters are posted on the website and translated into Spanish.

Although some aspects of creating a welcoming atmosphere were difficult to continue during the school closures, some successfully transferred to the virtual environment. Examples of those have been celebrations and showcases of student work. These are shared on the twitter feed and appreciated by the community. And although the Safe Schools Ambassadors trainings and lessons were not implemented, the character education programs continue.

Many aspects of the district's plans for fostering a healthy school culture have been successfully integrated in their MTSS plan.

Moving forward more emphasis will be placed on increasing communication with parents.

Annual Update for the 2020–21 Learning Continuity and Attendance Plan

The following is the local educational agency's (LEA's) analysis of its 2020-21 Learning Continuity and Attendance Plan (Learning Continuity Plan).

In-Person Instructional Offerings

Actions Related to In-Person Instructional Offerings

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
<p>Basic Services –</p> <p>In the Base Program Adopted Budget, you will find expenses including but not limited to Teaching Staff, Support Staff, Administration, Utility Bills, Textbooks, and standard school supplies.</p>	2,000,000	2,000,000	No
<p>Supplemental Services –districtwide intervention and enrichment services for all students, especially those who are academically or social/emotionally at-risk.</p> <ul style="list-style-type: none"> Professional Development in strategies for closing the achievement gap while teaching Common <p>Core</p> <ul style="list-style-type: none"> Library Media Technician; Technology Lead After school tutoring 	117,000	115,000	Yes
<p>Targeted support for students most at risk of not meeting grade-level standards</p> <ul style="list-style-type: none"> Instructional Assistants 	110,000	110,000	Yes
<p>Maintaining a safe and healthy environment:</p> <ul style="list-style-type: none"> Personnel Protective Equipment for students and staff Additional cleaning and sanitizing supplies Additional time for staff for cleaning Thermometers and physical barriers (class dividers) Security 	381,905	380,000	Yes

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
<ul style="list-style-type: none"> Transportation 			

A description of any substantive differences between the planned actions and/or budgeted expenditures for in-person instruction and what was implemented and/or expended on the actions.

There were no substantive differences between the planned actions/services and the budgeted expenditures. Some of the sources for the funds may have changed, but the overall expenditures are estimated to be the same as projected.

Analysis of In-Person Instructional Offerings

A description of the successes and challenges in implementing in-person instruction in the 2020-21 school year.

Warner Unified School District is a rural district with an enrollment of approximately 225 students k-12.

The district successfully brought their elementary students back for in-person instruction, half days for four days per week, starting on 10/26/20. The middle/high school was back on 11/9/20 for four full days per week. On 3/29/21 the elementary students also began a four full day schedule of in-person instruction. The district believes that the interactions and relationships between students and teachers, and student to student are integral to student engagement and success.

Even though schools opened virtually for the 2020-21 school year, students and their families were invited to safe, socially distanced in-person orientation there they could meet their teachers and pick up their Chromebooks and Textbooks. This short in-person event helped to ease family's anxiety about start the new, very different, school year. When students were in an in-person instructional schedule, the teachers had time Fridays to meet, plan and collaborate on how best to meet student needs and especially how to support students who were struggling academically.

Students are continuing to learn and succeed in both the in-person and distance learning instructional setting. Students are practicing job interviews and listening to online career presentations in their classes. Career pathways are celebrating completed Capstone Projects in Ag and Computers, and some seniors have even graduated early. Combined art/SEL projects displayed on the website/twitter help all students benefit from the art, not just the students who participated. Science classes enjoyed a virtual presentation from I Love a Clean San Diego. These are just some of the positive things happening in Warner.

Following CDC guidelines, Warner required staff and students to wear CDC approved masks, except pre-school, and provided masks when needed. They practiced social distancing and bought plastic dividers for desks and tables. Classrooms, buses, bathrooms and high traffic areas were deep cleaned each day, as frequently as every 90 minutes. San Diego County Health complimented the Warner team for taking precautions seriously and going above and beyond to keep staff and students safe.

Under both in-person and virtual options students will be taught appropriate grade level curriculum by appropriately credentialed and assigned teachers, using California State Standards-based instructional materials for all core content areas. English Learner students will be appropriately assessed and provided both Designated and Integrated ELD and a curriculum to develop language fluency and mastery of the state standards. Students with a 504 or IEP will receive appropriate instruction and support to meet their 504/IEP goals. Warner does not have any Foster Youth.

The Library Media Technician will assist teachers with assessments and reading supports.

Warner will maintain 1:1 technology implementation for all students, with technical support provided by the Technology Lead.

After school tutoring will be available to students who need extra help.

Warner is going to provide pull-out teachers for next year. One elementary that will focus on math and ELA, and A middle/high school pull-out teacher that will focus on writing.

Distance Learning Program

Actions Related to the Distance Learning Program

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
Continuity of Instruction/Distance Learning <ul style="list-style-type: none"> • ASES/ASSETS programs for students • Library Media Technician (funding included in In-Person Learning Section) • Web-based and online resources 	78,000	80,000	Yes
Access to Devices and Connectivity: <ul style="list-style-type: none"> • Purchases of computer devices and internet hot spots; • Tech support and training for staff 	211,000	210,000	Yes
Distance Learning Professional Development: <ul style="list-style-type: none"> • Google Classroom Training 	59,000	55,000	No
Staff Roles and Responsibilities: no added expense at this time	0	0	
Supports for Students with Unique Needs: <ul style="list-style-type: none"> • Additional Special Education in-home support • EL Resources 	22,898	23,000	No

A description of any substantive differences between the planned actions and/or budgeted expenditures for the distance learning program and what was implemented and/or expended on the actions.

There were no substantive differences between the planned actions/services and the budgeted expenditures. Some of the sources for the funds may have changed, but the overall expenditures are estimated to be the same as projected.

Analysis of the Distance Learning Program

A description of the successes and challenges in implementing each of the following elements of the distance learning program in the 2020-21 school year, as applicable: Continuity of Instruction, Access to Devices and Connectivity, Pupil Participation and Progress, Distance Learning Professional Development, Staff Roles and Responsibilities, and Support for Pupils with Unique Needs.

Continuity of Instruction:

Warner opened school on August 12 in a virtual learning environment. Students received Chromebooks and followed a class schedule that resembled the in-person schedule. Specifics of each student's schedule were shared at the student orientation.

Warner provided two options for parents to choose from for their child when required to be in a virtual learning environment:

Option 1: Virtual instruction that aligns with the planned in-person instruction at school with relevant modifications for the online environment, supported by Google Classroom and other on-line resources. Once in-person instruction opened in the elementary grades, the in-person instruction took place in the morning, and the virtual instruction in the afternoon, so students received the same instruction, just adapted to the specific presentation medium. For ms/hs the distance learning students joined the in-person classes virtually, ensuring continuity of instruction.

Option 2: Independent online study program. The independent study program is best for students or families that are at high risk. It requires the parents to sign a master contract with our counseling office that will layout the classes that are to be completed in the trimester or semester schedule.

Whether in a virtual or in-person learning environment students will be taught appropriate grade level curriculum by appropriately credentialed and assigned teachers, using California State Standards-based instructional materials for all core content areas. English Learner students will be appropriately assessed and provided both Designated and Integrated ELD and a curriculum to develop language fluency and mastery of the state standards. Students with IEPs and 504s will receive appropriate instruction and support to meet their 504/IEP goals.

Students are continuing to learn and succeed in both the in-person and distance learning instructional setting. Students are practicing job interviews and listening to online career presentations in their classes. Career pathways are celebrating completed Capstone Projects in Ag and Computers, and some seniors have even graduated early. Combined art/SEL projects displayed on the website/twitter help all students benefit from the art, not just the students who participated. Science classes enjoyed a virtual presentation from I Love a Clean San Diego. These are just some of the positive things happening in Warner.

The Library Media Technician assisted teachers in finding resources and strategies to create substantially similar curriculum and instruction in online learning as that used for in-person learning. In addition, Warner's art teacher collaborated with the guidance counselor and provided online elementary art lessons that connected to subjects covered in the elementary guidance calendar. The first month was mindfulness and the art projects include calming art activities. The ASES program provided programs for grades K-8. They offered virtual programs as well as sending out crafts and STEM projects for the kids to do at home. In the High School teachers and counselors continue to integrate CTE and College/Career Readiness into the curriculum and school events. One example of this is sharing information through a variety of formats about a Fall Virtual College Fair.

The access to WiFi and the added planning for the teachers to present the same lessons in two different ways were ongoing challenges. It required teachers to monitor engagement both in-person and online while trying to instruct the class. This put a lot of pressure on teachers and created a difficult and non-inviting situation. Technology also solved many problems but also created many when it didn't work.

Access to Devices and Connectivity:

The district successfully provided Chromebooks to all students, and provided training for teachers in Google Classroom. They assisted families with WiFi connectivity when possible/

The challenge was the fact that WiFi hot spot devices were on back order, and that some areas of the district have difficulty getting any reception. The district continues to investigate options to procure Wi-Fi devices and service options for families and ensure that staff and students have the appropriate devices to engage in high-quality online curriculum and instruction. Relevant training will also be provided to support the effective use of technology.

Another technology challenge has been the Student Information System which did not meet the needs of the new instructional environment. The district will be transitioning to a new system called ALMA and the launch will be July 1st, 2021.

The district came to the rescue with hotspots and got away from using paper packets. The hotspots allowed the vast majority of our students to connect. However, there are still about 30 students who live in areas where cellular service is not available and satellite technology is very expensive still.

Pupil Participation and Progress:

Warner Unified School District believes the success of each child is rooted in a community that takes responsibility for each child's success. To that end the district follows the mantra of Educate – Communicate – Document. Tracking student progress is a natural result of those beliefs and being part of a small community reinforces the beliefs. Teachers established and communicated standards and expectations to their students in both in-person and virtual classroom environments. Students check-in with teachers each day, through classroom engagement or via text, email, phone or by turning in work. Teachers follow up with students who don't check-in. Individual student-teacher meetings are conducted weekly. On Fridays teachers schedule on-line meetings to provide extra support to struggling students. Student participation in distance learning is evidenced by participation in synchronous activities, submission of assignments, contacts with students or families by a district staff member, or assessment completion/results.

The challenges continue to be in engaging students in the distance learning environment who may have distractions at home, poor internet connections, or a lack of motivation. In situations where students are not engaging virtually teachers call parents, send emails, and refer students to other members of the support team. If in-person schooling is available that option may be suggested. In extreme cases the police will do wellness checks, a SARB can be held, or a due process hearing for students with IEPs. In addition

the district is switching to a new Student Information System which can better support the demands of both in-person and distance learning, and has better communication options for parent connections.

Distance Learning Professional Development:

The teachers at Warner Unified were given two full weeks of professional development before school started to engage in training in Google Classroom, the Distance Learning Management System for the district. There was time built into the training for planning and Google Classroom set-up and preparation. The district continues to be responsive to the needs of the staff as they implement Google Classroom with students and lessons across the grade levels and content areas. Teacher collaboration and planning time is built into the weekly schedule. The district Technology Lead provides support to staff in the use of technology and in finding appropriate resources for teachers to use in their lessons.

Moving forward we are developing a more customizable professional development for our teachers so they can adjust their schedule and focus on learning that they are interested in. They will need approval from admin, and can be directed towards PD that admin sees as needed in some cases.

Staff Roles and Responsibilities:

The district funded a new teacher to help maintain low class sizes, to the benefit of students and teachers. They also will continue to fund extra support in the maintenance department in order to meet the growing need of cleaning campus areas and buses. Bus drivers have had to adjust routes and add symptom screening into their routine. Office staff help with symptom screening at the school.

Warner is working with their bargaining units, AWE & CSEA, on how COVID-19 will impact the working conditions. Job duties, hours, and assignments may be adjusted in collaboration with Human Resources, legal, and unions/bargaining units.

Warner provided a golden handshake this year and 4 classified and 1 certificated staff took the early retirement opportunity. This allows Warner to do some adjustments to these positions without affecting someone's livelihood.

Supports for Pupils with Unique Needs:

The district has worked to hire more bilingual staff to support the English Language Learner students, and to support outreach to the families. These staff members have provided key support during this time of distance learning, successfully building relationships with families of English Learners. Students and parents benefit from staff who reach out and check in with them regularly, both academically and social-emotionally, and bilingual staff members help identify resources for the students or families if needed. For the 2020-21 school year additional resources have been purchased to ensure EL students have access to the same quality of instruction in a virtual learning environment as they would in their classrooms.

Warner Unified School District does not have any students who are foster youth.

Warner's SPED director coordinates services to students with IEPs. IDEA and federal requirements and timelines will be met to the fullest extent possible, whether in-person or online. Additional in-home support for Special Education students during virtual learning times will be available to provide additional academic and behavioral assistance to boost student success.

Teachers reach out to students who are experiencing academic challenges in a variety of ways, and bilingual staff support English Learners and communication with parents. If needed the counselor or psychologist will also work with students who are not engaging in the distance learning environment.

A district liaison focuses her work with the local Native American tribes to identify those families who may be more at-risk in this shelter-at-home environment as well as academically at-risk Native American students. District leadership works with tribal leadership to provide support such as Chromebooks for students, and food or SEL resources for families.

Finding qualified Bilingual Staff and Instructional Aides continues to be a challenge.

To reverse the learning loss caused by the pandemic we will provide a summer school program with 3 teachers and 4 instructional aides for 4 weeks for 45 students who have been selected. We hope these students' parents will opt to send their children.

Pupil Learning Loss

Actions Related to the Pupil Learning Loss

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
Staff may need additional time to collaborate on setting expectations and defining benchmarks, as well as for planning effective strategies to mitigate learning loss for students. The cost is not known at this time. To reduce pupil learning loss we believe maintaining class ratio is our best action. For this, we added an extra elementary teacher.	68,000	65,000	No

A description of any substantive differences between the planned actions and/or budgeted expenditures for addressing pupil learning loss and what was implemented and/or expended on the actions.

There were no substantive differences between the planned actions/services and the budgeted expenditures. Some of the sources for the funds may have changed, but the overall expenditures are estimated to be the same as projected.

Analysis of Pupil Learning Loss

A description of the successes and challenges in addressing Pupil Learning Loss in the 2020-21 school year and an analysis of the effectiveness of the efforts to address Pupil Learning Loss to date.

Warner is using the iReady assessment system to set baselines and benchmarks for students in grades K-8, and to determine the readiness of students in 9-12 to be successful in High School courses. The capabilities of the program allow it to identify students that need to make up learning loss due to the 2020 school closures, distance learning, etc.... iReady assesses the student's strengths and areas of focus and then constructs an online learning path for him/her to make the most gains. iReady assessments are also used with English Language Learners, and they will have their oral and written language level monitored by the EL coordinator. iReady data for the elementary showed 35% of the students were in Tier 1 for ELA, and also showed the Vocabulary and Comprehension of Informational Text were the lowest domains and areas to revisit to build student skills. Similarly in the MS/HS diagnostic only 13% of the students were in Tier 1, and Geometry was definitely an area where some additional instruction may be needed.

Teachers also use observations, formative assessment, and project data to monitor student academic growth and skills attainment in class. Information gathered will be used to refine, or differentiate, classroom instruction. Using results from formative assessments, teachers are prepared to reteach previous material, or material not mastered from last year. Teachers reteach the standard in a different way or offer students different methods to demonstrate mastery. For students who continue to struggle and have challenges in understanding the curriculum, targeted small group lessons are used to provide supplemental instruction and support to meet their additional needs. Historical data may suggest that the majority of students who are struggling will be English Learners, Low-Income or

other identified groups; however, it is paramount to address each individual student based on assessment data. Instructional aides for both English Language Learners and Students with Disabilities assist with additional time and attention for students who are demonstrating learning loss.

Warner will continue to monitor basic metrics such as Access to a Broad Course of Study, Implementation of Standards, Access to Standards-Based Instructional Materials, Chronic Absenteeism, and Appropriately Credentialed and Assigned teachers – all of which affect the quality of student learning and their preparation to move forward along their academic path.

Analysis of Mental Health and Social and Emotional Well-Being

A description of the successes and challenges in monitoring and supporting mental health and social and emotional well-being in the 2020-21 school year.

In order to help students and families maintain the all-important connection to the school, Warner has utilized a strong positive social media presence during the COVID-19 pandemic, sharing positive messages, links to academic and social-emotional resources, pictures of staff sending positive messages to students, samples of student artwork, and more. Just recently the Warner Website Twitter feed showed pictures of positive messages posted around the campus, teacher shout-out boards (where teachers recognize positive things about their students), and pictures of staff participating in crazy hair day. All of these activities support the social-emotional health of students and staff.

A district liaison focuses her work with the local Native American tribes to identify those families who are experiencing stress and health problems in this shelter-at-home environment, as well as academically at-risk students. District leadership works with tribal leadership to provide support such as Chromebooks for students, and food or SEL resources for families.

The core of the mental health and social/emotional well-being in the district is the Positive Health Office. Here students and families find a caring and supportive staff who will work with them to address their concerns. Besides the district counselor and psychologist the Positive Health Office also provides referrals to outside partners such as Care Solace, the Indian Health Council, and Vista Hill. Care Solace alone was referred 60 times during the pandemic, which is a significantly high number for such a small district. District counselor hours have been increased to reach out to students in need during the stressful times of this pandemic. And the counseling office has gained additional supplies and tools to work with students and families. The counseling website is a positive, resource filled web page that includes SEL Resources for students, as well as a Parent Toolkit and COVID related resources.

Mental health challenges will continue to be an important challenge for the district into the future. The fear and stress of the pandemic may linger and the long term effects may not be known for some time.

Analysis of Pupil and Family Engagement and Outreach

A description of the successes and challenges in implementing pupil and family engagement and outreach in the 2020-21 school year.

The Warner staff is committed to maintaining positive relationships and providing community support throughout this difficult time. As a small district, it is through these positive relationships and community partnerships that Warner reaches out to families and encourages all students to stay in school. With a significant Native American student population, the collaboration with the tribal council, and the work of the district Native American liaison provides a strong, positive link to the students and families. The liaison visits with the families of students who are not engaging with school and provides encouragement and resources to promote the re-engagement of the student. The counselor and psychologist also provide outreach to families, and work with students who are

struggling to find success in school and help them overcome their barriers to participation or success in school. These services are all part of the MTSS plan and the implementation is being adapted to work in a distance learning environment.

Frequent letters and announcements were sent out by the superintendent regarding the schedules, the reopening plan, instructional options and resources for help and support. These were also posted on the website and translated into Spanish.

The 2021-24 LCAP Stakeholder Engagement Process will be another opportunity to gather ideas and input from the parents and community.

The positive and welcoming environment is reflected in the positive news and student/staff highlights shared on the district website and across the social media platforms. (See previous sections). the community appreciates the feeling of support and takes advantage of the opportunity to reach out to staff, including the superintendent when they have a problem. Recently the superintendent worked with a family to allow the family's younger son to stay at school until he could ride the bus home with his older brother since that met the parent's needs better.

Student attendance is tracked daily, and student work is reviewed to determine if the student is progressing toward meeting grade-level standards. When teachers feel a student is not working up to their potential there is a circle of support that includes instructional aides, counselor, other staff, and the superintendent that can be called upon to help work with the student and family.

Moving forward we will be looking at increasing our outreach as some parents feel communication still needs work. We also need to look at other ways to communicate as not all households have internet access thus rendering our social media useless.

Analysis of School Nutrition

A description of the successes and challenges in providing school nutrition in the 2020-21 school year.

Food services resumed the first week of school. A weeks worth of food is available for pick-up from the district office over a 1 1/2 hour time period each week. Parents are assigned slots alphabetically based on last name. Food is distributed following safe health guidelines. Families who can not come at the designated time can call the district to make other arrangements.

As the district transitioned to a full on-line, all day schedule for K-12, they also began serving breakfast and lunches at school. Food pick-up is still available for on-line students, and it was available over school holidays, such as Spring Break.

Warner worked hard to provide variety in our delivered lunches. We also provided convenient pickup locations so parents did not have to drive that far. Will all of the effort our lunch program did not reach that many willing families and was a huge expense. Going into next year we will need to rethink our Nutrition program to make it sustainable.

The following information was reviewed and approved by the Board of Education on June 20, 2021.

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Additional Actions and Plan Requirements

Additional Actions to Implement the Learning Continuity Plan

Section	Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
Mental Health and Social and Emotional Well-Being	Community Resources <ul style="list-style-type: none"> • Psychologist and counselor time and resources • School Climate (positive communication, Character Ed, Safe School Ambassadors) 	41,996	42,000	Yes
Pupil Engagement and Outreach	Outreach to the community, communications platforms, translation	7500	7,000	Yes
School Nutrition	Additional costs associated with providing food during times of distance learning.	10,000	10,000	No

A description of any substantive differences between the planned actions and budgeted expenditures for the additional plan requirements and what was implemented and expended on the actions.

There were no substantive differences between the planned actions/services and the budgeted expenditures. Some of the sources for the funds may have changed, but the overall expenditures are estimated to be the same as projected.

Overall Analysis

An explanation of how lessons learned from implementing in-person and distance learning programs in 2020-21 have informed the development of goals and actions in the 2021-24 LCAP.

Warner Unified has maintained its focus on student and staff safety while trying to provide as many options as possible to meet each families' needs, and goals for safety and education. We have worked hard to try and lessen the digital divide by providing a hotspot to every student that needs one. We are a one to one device school district. Warner is working hard to meet support families' needs. The district will continue to focus on supporting a nurturing, positive, and safe learning experience for all students, with the ultimate goal of closing the achievement gap. This did not change during the pandemic.

The lessons learned from navigating the many challenges of the 2020-21 school year were many, but mostly they were about being flexible and having options. Professional development plans pivoted to learning about distance learning, and how to build and maintain

relationships with students and families in the virtual environment. Teachers struggled with how to meet students' needs both in-person and on-line. And the process for academic interventions and Social/emotional support needed to be revised and improved to meet student and family needs.

Connections to the 2021-24 LCAP:

- More emphasis will be placed on increasing communication with parents (Goal 3). We will look at other ways to communicate as not all households have internet access thus rendering our social media useless.
- The connections to community were very valuable in the past year, so moving forward there is a plan to institute two way community service. Students will work in the community, and community members will help at the schools. (Goal 3, Action 2)
- The role of technology will continue to be important to support differentiated high-quality instruction in any educational environment (Goal 1, Actions 2 and 7)
- Professional development - we are developing a more customizable professional development for our teachers so they can adjust their schedule and focus on learning that they believe will most benefit their students, and other topics they are interested in. (Goal 1)

An explanation of how pupil learning loss continues to be assessed and addressed in the 2021–24 LCAP, especially for pupils with unique needs.

Warner will continue using the iReady assessment system to set baselines and benchmarks for students in grades K-8, and to determine the readiness of students in 9-12 to be successful in High School courses. The capabilities of the program allow it to identify students that need to make up learning loss due to the 2020 school closures, distance learning, etc.... iReady assesses the student's strengths and areas of focus and then constructs an online learning path for him/her to make the most gains. iReady assessments are also used with English Language Learners, and they will have their oral and written language level monitored by the EL coordinator. A differentiated high quality curriculum, with focus on English Learners is addressed in Goal 1, Action 7.

Support for Literacy, including a Reading Specialist is included in Goal 1, Action 3.

Teachers also use observations, formative assessment, and project data to monitor student academic growth and skills attainment in class. Information gathered will be used to refine, or differentiate, classroom instruction. (Goal 1, Action 7) Using results from formative assessments, teachers are prepared to reteach previous material, or material not mastered from last year. Teachers reteach the standard in a different way or offer students different methods to demonstrate mastery. For students who continue to struggle and have challenges in understanding the curriculum, targeted small group lessons are used to provide supplemental instruction and support to meet their additional needs. Historical data may suggest that the majority of students who are struggling will be English Learners, Low-Income or other identified groups; however, it is paramount to address each individual student based on assessment data. Instructional aides for both English Language Learners and Students with Disabilities assist with additional time and attention for students who are demonstrating learning loss

A technology challenge has been the Student Information System which did not meet the needs of the new instructional environment. The district will be transitioning to a new system called ALMA and the launch will be July 1st, 2021. This should facilitate improved attendance, and if students are in school more they will learn more. (Goal 2, Action 4)

To reverse the learning loss caused by the pandemic we will provide a summer school program with 3 teachers and 4 instructional aides for 4 weeks for 45 students who have been selected. (Goal 1, Action 6)

A description of any substantive differences between the description of the actions or services identified as contributing towards meeting the increased or improved services requirement and the actions or services implemented to meet the increased or improved services requirement.

Overall, there were no substantive differences between budgeted and expected actual expenditures. Staffing is the largest part of our expenditures and that did not change with the transition to distance learning. The additional funding sources that became available covered most of the additional needs.

Overall Analysis of the 2019-20 LCAP and the 2020-21 Learning Continuity and Attendance Plan

A description of how the analysis and reflection on student outcomes in the 2019-20 LCAP and 2020-21 Learning Continuity and Attendance Plan have informed the development of the 21-22 through 23-24 LCAP.

Whether in-person or through distance learning the Warner Unified School District will continue to focus on supporting a nurturing, positive, and safe learning experience for all students. Throughout the tumultuous 2020-21 year the district worked to keep students engaged in their education and to support their community. While sports and other programs were not always possible the district engaged students in other ways with encouraging activities, positive affirmations, STEM and Arts programs and more. The counselors continued to focus on sharing information on college and careers for the students while also acting as a resource for students and families suffering from trauma, and other social/emotional needs. The small district is a hub for the community and was a valuable resource during the pandemic.

An analysis and reflection on student outcomes may challenge our ways of thinking about education. Data from 2020-21 will not be comparable to any other year ever in education. Internal assessments from this year may provide some information on specific skills or knowledge that students may have "lost". Or the assessments could be more of a reflection on the importance the student placed on the assessment, given the other stresses in their life at that time. Will the education system value the skills students may have gained during the pandemic, such as flexibility, resiliency, etc...? Our 2021-24 LCAP has built in a balance of academic (Goal 10, mental health (Goal 2), and parent/community engagement (Goal 3) that will allow the district to support students and families as they move forward.

Warner has the benefit of being a small community, where the school staff know the students at a deeper level than staff in a larger district may. That offers the staff at Warner the ability to support students as they move through the next years of their education with a lot of individual support. That is included in the 2021-24 LCAP in terms of supplemental staff (Goal 1), social/emotional learning programs (Goal 2) and increased involvement with the community (Goal 3). Specific support for students with unique needs will continue, again by focusing on the differentiated needs of each student (Goal 1, Action 7), and a focus on strategies that will support English Learner students, who may have been most impacted by the isolation and lack of personal interactions of distance learning.

Instructions: Introduction

The Annual Update Template for the 2019-20 Local Control and Accountability Plan (LCAP) and the Annual Update for the 2020-21 Learning Continuity and Attendance Plan must be completed as part of the development of the 2021-22 LCAP. In subsequent years, the Annual Update will be completed using the LCAP template and expenditure tables adopted by the State Board of Education.

For additional questions or technical assistance related to the completion of the LCAP template, please contact the local COE, or the California Department of Education's (CDE's) Local Agency Systems Support Office by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Instructions: Annual Update for the 2019-20 Local Control and Accountability Plan Year

Annual Update

The planned goals, state and/or local priorities, expected outcomes, actions/services, and budgeted expenditures must be copied verbatim from the approved 2019-20 Local Control and Accountability Plan (LCAP). Minor typographical errors may be corrected. Duplicate the Goal, Annual Measurable Outcomes, Actions / Services and Analysis tables as needed.

For each goal in 2019-20, identify and review the actual measurable outcomes as compared to the expected annual measurable outcomes identified in 2019-20 for the goal. If an actual measurable outcome is not available due to the impact of COVID-19 provide a brief explanation of why the actual measurable outcome is not available. If an alternative metric was used to measure progress towards the goal, specify the metric used and the actual measurable outcome for that metric.

Identify the planned Actions/Services, the budgeted expenditures to implement these actions toward achieving the described goal and the actual expenditures to implement the actions/services.

Goal Analysis

Using available state and local data and input from parents, students, teachers, and other stakeholders, respond to the prompts as instructed.

- If funds budgeted for Actions/Services that were not implemented were expended on other actions and services through the end of the school year, describe how the funds were used to support students, including low-income, English learner, or foster youth students, families, teachers and staff. This description may include a description of actions/services implemented to mitigate the impact of COVID-19 that were not part of the 2019-20 LCAP.

- Describe the overall successes and challenges in implementing the actions/services. As part of the description, specify which actions/services were not implemented due to the impact of COVID-19, as applicable. To the extent practicable, LEAs are encouraged to include a description of the overall effectiveness of the actions/services to achieve the goal.

Instructions: Annual Update for the 2020–21 Learning Continuity and Attendance Plan

Annual Update

The action descriptions and budgeted expenditures must be copied verbatim from the 2020-21 Learning Continuity and Attendance Plan. Minor typographical errors may be corrected.

Actions Related to In-Person Instructional Offerings

- In the table, identify the planned actions and the budgeted expenditures to implement actions related to in-person instruction and the estimated actual expenditures to implement the actions. Add additional rows to the table as needed.
- Describe any substantive differences between the planned actions and/or budgeted expenditures for in-person instruction and what was implemented and/or expended on the actions, as applicable.
- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in implementing in-person instruction in the 2020-21 school year, as applicable. If in-person instruction was not provided to any students in 2020-21, please state as such.

Actions Related to the Distance Learning Program

- In the table, identify the planned actions and the budgeted expenditures to implement actions related to the distance learning program and the estimated actual expenditures to implement the actions. Add additional rows to the table as needed.
- Describe any substantive differences between the planned actions and/or budgeted expenditures for the distance learning program and what was implemented and/or expended on the actions, as applicable.
- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in implementing distance learning in the 2020-21 school year in each of the following areas, as applicable:
 - Continuity of Instruction,
 - Access to Devices and Connectivity,

- o Pupil Participation and Progress,
- o Distance Learning Professional Development,
- o Staff Roles and Responsibilities, and
- o Supports for Pupils with Unique Needs, including English learners, pupils with exceptional needs served across the full continuum of placements, pupils in foster care, and pupils who are experiencing homelessness

To the extent practicable, LEAs are encouraged to include an analysis of the effectiveness of the distance learning program to date. If distance learning was not provided to any students in 2020-21, please state as such.

Actions Related to Pupil Learning Loss

- In the table, identify the planned actions and the budgeted expenditures to implement actions related to addressing pupil learning loss and the estimated actual expenditures to implement the actions. Add additional rows to the table as needed.
- Describe any substantive differences between the planned actions and/or budgeted expenditures for addressing pupil learning loss and what was implemented and/or expended on the actions, as applicable.
- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in addressing Pupil Learning Loss in the 2020-21 school year, as applicable. To the extent practicable, include an analysis of the effectiveness of the efforts to address pupil learning loss, including for pupils who are English learners; low-income; foster youth; pupils with exceptional needs; and pupils who are experiencing homelessness, as applicable.

Analysis of Mental Health and Social and Emotional Well-Being

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in monitoring and supporting Mental Health and Social and Emotional Well-Being of both pupils and staff during the 2020-21 school year, as applicable.

Analysis of Pupil and Family Engagement and Outreach

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges related to pupil engagement and outreach during the 2020-21 school year, including implementing tiered reengagement strategies for pupils who were absent from distance learning and the efforts of the LEA in reaching out to pupils and their parents or guardians when pupils were not meeting compulsory education requirements or engaging in instruction, as applicable.

Analysis of School Nutrition

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in providing nutritionally adequate meals for all pupils during the 2020-21 school year, whether participating in in-person instruction or distance learning, as applicable.

Analysis of Additional Actions to Implement the Learning Continuity Plan

- In the table, identify the section, the planned actions and the budgeted expenditures for the additional actions and the estimated actual expenditures to implement the actions, as applicable. Add additional rows to the table as needed.
- Describe any substantive differences between the planned actions and/or budgeted expenditures for the additional actions to implement the learning continuity plan and what was implemented and/or expended on the actions, as applicable.

Overall Analysis of the 2020-21 Learning Continuity and Attendance Plan

The Overall Analysis prompts are to be responded to only once, following an analysis of the Learning Continuity and Attendance Plan.

- Provide an explanation of how the lessons learned from implementing in-person and distance learning programs in 2020-21 have informed the development of goals and actions in the 2021-24 LCAP.
 - As part of this analysis, LEAs are encouraged to consider how their ongoing response to the COVID-19 pandemic has informed the development of goals and actions in the 2021-24 LCAP, such as health and safety considerations, distance learning, monitoring and supporting mental health and social-emotional well-being and engaging pupils and families.
- Provide an explanation of how pupil learning loss continues to be assessed and addressed in the 2021-24 LCAP, especially for pupils with unique needs (including low income students, English learners, pupils with disabilities served across the full continuum of placements, pupils in foster care, and pupils who are experiencing homelessness).
- Describe any substantive differences between the actions and/or services identified as contributing towards meeting the increased or improved services requirement, pursuant to *California Code of Regulations*, Title 5 (5 CCR) Section 15496, and the actions and/or services that the LEA implemented to meet the increased or improved services requirement. If the LEA has provided a description of substantive differences to actions and/or services identified as contributing towards meeting the increased or improved services requirement within the In-Person Instruction, Distance Learning Program, Learning Loss, or Additional Actions sections of the Annual Update the LEA is not required to include those descriptions as part of this description.

Overall Analysis of the 2019-20 LCAP and the 2020-21 Learning Continuity and Attendance Plan

The Overall Analysis prompt is to be responded to only once, following the analysis of both the 2019-20 LCAP and the 2020-21 Learning Continuity and Attendance Plan.

- Describe how the analysis and reflection related to student outcomes in the 2019-20 LCAP and 2020-21 Learning Continuity and Attendance Plan have informed the development of the 21-22 through 23-24 LCAP, as applicable.

Appendix A

Appendix A: Local Control and Accountability Plan (LCAP) Requirements

The LCAP is a three-year plan that describes how a local educational agency (LEA) will meet the state's goals for student achievement, as well as the state's goals for equity, financial health, and community engagement. The LCAP is a key tool for LEAs to ensure that they are meeting their obligations to the state and their communities. The LCAP is also a key tool for the state to monitor LEA performance and to provide technical assistance to LEAs that are struggling to meet their obligations.

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Appendix B: Local Control and Accountability Plan (LCAP) Requirements

The LCAP is a three-year plan that describes how a local educational agency (LEA) will meet the state's goals for student achievement, as well as the state's goals for equity, financial health, and community engagement. The LCAP is a key tool for LEAs to ensure that they are meeting their obligations to the state and their communities. The LCAP is also a key tool for the state to monitor LEA performance and to provide technical assistance to LEAs that are struggling to meet their obligations.

Appendix C: Local Control and Accountability Plan (LCAP) Requirements

The LCAP is a three-year plan that describes how a local educational agency (LEA) will meet the state's goals for student achievement, as well as the state's goals for equity, financial health, and community engagement. The LCAP is a key tool for LEAs to ensure that they are meeting their obligations to the state and their communities. The LCAP is also a key tool for the state to monitor LEA performance and to provide technical assistance to LEAs that are struggling to meet their obligations.

Local Performance Indicators 2021-22

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

- 100% of our teachers are currently assigned according to their teaching credentials.
- 100% of our students have access to their own copies of standards-aligned instructional materials for use at school and at home.
- Our facilities are in a state of good repair.

Recently Adopted Academic Standards and/or Curriculum Frameworks

Rate the LEA's progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA					X
ELD (Aligned to ELA Standards)			X		
Mathematics – Common Core State Standards for Mathematics					X
Next Generation Science Standards				X	
History-Social Science				X	

Rate the LEA's progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA					X
ELD (Aligned to ELA Standards)			X		
Mathematics – Common Core State Standards for Mathematics					X
Next Generation Science Standards				X	
History-Social Science			X		

Rate the LEA's progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing).

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA					X
ELD (Aligned to ELA Standards)			X		
Mathematics – Common Core State Standards for Mathematics					X
Next Generation Science Standards					X
History-Social Science				X	

Rate the LEA's progress implementing each of the following academic standards

adopted by the state board for all students.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
Career Technical Education					X
Health Education Content Standards			X		
Physical Education Model Content Standards			X		
Visual and Performing Arts				X	
World Language				X	

Rate the LEA's success at engaging in the following activities with teachers and school administrators during the prior school year (including the summer preceding the prior school year).

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Activities	1	2	3	4	5
Identifying the professional learning needs of groups of teachers or staff as a whole				X	
Identifying the professional learning needs of individual teachers					X
Providing support for teachers on the standards they have not yet mastered			X		

Parent and Family Engagement (LCFF Priority 3)

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Input for the LCAP and Local Indicators are provided by diverse stakeholders in our self-reflection process. We hold town hall meetings for input and conduct surveys for parents, students, and staff. We include all families in our surveys. Even though the majority of our parents reported that we were doing a good job in communicating and engaging our families, there were some families that did not agree with this state. Therefore we will be focusing on this in the coming year.

Building Relationships	1	2	3	4	5
1. Rate the LEA's progress in developing the capacity of staff (i.e. administrators, teachers, and classified staff) to build trusting and respectful relationships with families.			X		
2. Rate the LEA's progress in creating welcoming environments for all families in the community.				X	
3. Rate the LEA's progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children.				X	
4. Rate the LEA's progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families.			X		

Building Partnerships for Student Outcomes

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Building Partnerships	1	2	3	4	5
1. Rate the LEA's progress in providing professional learning and support to teachers and principals to improve a school's capacity to partner with families.			X		
2. Rate the LEA's progress in providing families with information and resources to support student learning and development in the home.				X	
3. Rate the LEA's progress in implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes.				X	
4. Rate the LEA's progress in supporting families to understand and exercise their legal rights and advocate for their own students and all students.				X	

Seeking Input for Decision Making

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Seeking Input	1	2	3	4	5
1. Rate the LEA's progress in building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making.			X		
2. Rate the LEA's progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making.				X	
3. Rate the LEA's progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community.				X	
4. Rate the LEA's progress in providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels.			X		

School Climate (LCFF Priority 6)

LEAs will provide a narrative summary of the local administration and analysis of a local climate survey that captures a valid measure of student perceptions of school safety and connectedness in at least one grade within the grade span (e.g., K–5, 6–8, 9–12) in a text box provided in the California School Dashboard (response limited to 3,000 characters). LEAs will have an opportunity to include differences among student groups, and for surveys that provide an overall score, such as the California Healthy Kids Survey, report the overall score for all students and student groups. This summary may also include an analysis of a subset of specific items on a local survey and additional data collection tools that are particularly relevant to school conditions and climate.

1. **Data:** Is provided from our MTSS parent survey and MTSS student survey, as well as our LCAP input meeting, LCAP parent survey and LCAP staff survey.
2. **Meaning:** The surveys gave us a good sense that the school district is doing well and parents and students were happy with the progress that has been made. The overall challenge that was brought forth was the need for increased mental health and social-emotional learning. There were some requests for better communication among some families.
3. **Use:** Warner Unified will make a concentrated effort to improve district office and teachers communications in the future. We will also be increasing our mental health programs on campus.

Access to a Broad Course of Study (LCFF Priority 7)

LEAs provide a narrative summary of the extent to which all students have access to and are enrolled in a broad course of study by addressing, at a minimum, the following four prompts:

We make sure all students have equal access to curriculum content, technology, field trips, sports, and all extracurricular activities that are school-sponsored. Our tools are iReady, our small size, advisory class to assist students and a high staff to student ratio to monitor access. Grade determined rubrics in all subject areas.

We use i-Ready for Math and ELA assessments for all students from Kinder to 12th grade. i-Ready is an online program for reading and/or mathematics that will help your child's teacher(s) determine your child's needs, personalize their learning, and monitor progress throughout the school year. i-Ready allows your teacher(s) to meet your child

exactly where they are and provides data to increase your child's learning gains. i-Ready consists of two parts: Diagnostic and Instruction.

The ***i-Ready Diagnostic*** is an adaptive assessment that adjusts its questions to suit your child's needs. Each item a student sees is individualized based on their answer to the previous question. For example, a series of correct answers will result in slightly harder questions, while a series of incorrect answers will yield slightly easier questions. The purpose of this is not to give your child a score or grade, but instead to determine how best to support your child's learning.

i-Ready Instruction: *i-Ready Instruction* provides students with lessons based on their individual skill level and needs, so your child can learn at a pace that is just right for them. These lessons are fun and interactive to keep your child engaged as they learn. The i-Ready Instruction is a tier 2 RTI that is used to select students who are performing below grade level.

We also evaluate SRI, **Scholastic Reading Inventory (SRI)** Interactive is a computer-adaptive assessment designed to measure how well students read literature and expository texts of varying difficulties. This psychometrically valid assessment instrument can be used as a diagnostic tool to place students at the best level in the program so they can read with success.

Reading Intervention Program (RIP) is another tier 2 RTI where the students get a direct reading intervention with a reading specialist. The program uses data from i-Ready to target specific skills to focus on.

Dual Enrollment at Palomar College Classes & CTE Pathways have increased our broad course of study for our high school students. Every year we are increasing our offerings and getting more students graduating with a semester or more of college courses and/or a being CTE pathway completer.

1. The locally selected measures or tools used to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served.

We make sure all students have equal access to curriculum content, technology, field trips, sports, and all extracurricular activities that are school-sponsored. We don't have any special tools other than our small size, advisory class to assist students and a high staff to student ratio to monitor access.

2. A summary of the differences across school sites and student groups having access to, and are enrolled in, a broad course of study, and may include a description of

progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study.

We recently adjusted our master schedule to a trimester to allow our students more opportunities in high school and middle school. We now offer coding to all grade levels from K-12. In elementary we recently added an elective wheel. We don't have any special tools other than our small size, advisory class to assist students and a high staff to student ratio to monitor access. We offer CTE pathways and dual enrollment at our local community college.

3. Identification of any barriers preventing access to a broad course of study for all students. Our small size allows us to closely monitor but it also limits our ability because of the size of our staff limits our master schedule.

4. Revisions, decisions, or new actions that will be implemented, or has been implemented, to ensure access to a broad course of study for all students. We continue to personalize our learning to meet the needs of our students. We ensure that we have small class sizes to offer the best instruction for our students.

Parent and Family Engagement

This measure addresses receiving parent input in decision-making and promoting parental participation in education programs for students.

LEAs report progress of how they have sought input from parents in decision making and promoted parent participation in programs to their local governing boards at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

The summary of progress is required to be based on either information collected through surveys of parents/guardians or other local measures, and includes a description of why the district chose the selected measures, including whether progress on the selected measure is related to goals it has established for other Local Control Funding Formula (LCFF) priorities in its Local Control and Accountability Plan (LCAP). We also do the California Healthy Kids Survey every other year and it is administered to students, parents, and staff. We are also looking at developing our own student/parent survey.

Coordination of Services for Expelled Students – COE Only (LCFF Priority 9)

Assess the degree of implementation of the progress in coordinating instruction for expelled students in your county.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Coordinating Instruction	1	2	3	4	5
1. Assessing status of triennial plan for providing educational services to all expelled students in the county, including:					
a. Review of required outcome data.					
b. Identifying existing educational alternatives for expelled pupils, gaps in educational services to expelled pupils, and strategies for filling those service gaps.					
c. Identifying alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils.					
2. Coordinating on development and implementation of triennial plan with all LEAs within the county.					

<p>3. Establishing ongoing collaboration and policy development for transparent referral process for LEAs within the county to the county office of education or other program options, including dissemination to all LEAs within the county a menu of available continuum of services for expelled students.</p>					
<p>4. Developing memorandum of understanding regarding the coordination of partial credit policies between district of residence and county office of education.</p>					

Coordination of Services for Foster Youth – COE Only (LCFF Priority 10)

Assess the degree of implementation of coordinated service program components for foster youth in your county.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Coordinating Services	1	2	3	4	5
1. Establishing ongoing collaboration and supporting policy development, including establishing formalized information sharing agreements with child welfare, probation, Local Education Agency (LEAs), the courts, and other organizations to support determining the proper educational placement of foster youth (e.g., school of origin versus current residence, comprehensive versus alternative school, and regular versus special education).					X
2. Building capacity with LEA, probation, child welfare, and other organizations for purposes of implementing school-based support infrastructure for foster youth intended to improve educational outcomes (e.g., provide regular professional development with the Foster Youth Liaisons to facilitate adequate transportation services for foster youth).					X

3. Providing information and assistance to LEAs regarding the educational needs of foster youth in order to improve educational outcomes.					X
4. Providing direct educational services for foster youth in LEA or county-operated programs provided the school district has certified that specified services cannot be provided or funded using other sources, including, but not limited to, Local Control Funding Formula, federal, state or local funding.					X
2. Establishing ongoing collaboration and supporting development of policies and procedures that facilitate expeditious transfer of records, transcripts, and other relevant educational information.					X
6. Facilitating the coordination of post-secondary opportunities for youth by engaging with systems partners, including, but not limited to, child welfare transition planning and independent living services, community colleges or universities, career technical education, and workforce development providers.					X

7. Developing strategies to prioritize the needs of foster youth in the community, using community-wide assessments that consider age group, geographical area, and identification of highest needs students based on academic needs and placement type.					X
8. Engaging in the process of reviewing plan deliverables and of collecting and analyzing LEA and COE level outcome data for purposes of evaluating effectiveness of support services for foster youth and whether the investment in services contributes to improved educational outcomes for foster youth.					X

ACTION ITEM

10

TOPIC: Consider approval of the Adopted Budget for the 2021-2022 school year.

DESCRIPTION: See Adopted Budget Multi-year Projection

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval.

ADOPTED BUDGET MULTIYEAR PROJECTION

	FY 2020-2021 Unappropriated Amount is:	Positive	(QUALIFIED FOR THE DISTRICT MANDATED RESERVES)
5	FY 2021-2022 Unappropriated Amount is:	Positive	

ACTION ITEM**11**

TOPIC: Consider approval of the TeachersPayTeachers (TPT) School Access for the 2021-2022 school year.

DESCRIPTION: Curriculum support

FISCAL IMPACT: \$2,500.00

RECOMMENDATION: Recommend approval.



Company: Teacher Synergy LLC
Send Purchase Order to:
Attn: School Purchasing Department
PO Box 1411
New York, NY 10276

Date Issued: 05/13/2021
Expiration Date: 05/27/2021

Send Payment to:
Teacher Synergy LLC
75 Remittance Drive – Department 6759
Chicago, IL 60675-6759

SUBSCRIBER DETAILS:

Customer: Warner Unified School District
PO BOX 8
WARNER SPGS, CALIFORNIA, 92086

Sales Representative

TpT Quote ID

Keith Amirthalingam

Q016384

Account Contact:

Name: David MacLeod
Email Address: david.macleod@warnerusd.net

Invoicing Contact:

Name: David MacLeod
Email Address: david.macleod@warnerusd.net

SUBSCRIPTION DETAILS:

USERS	SERVICE TERM
Up to 16	Start Date: 07/07/2021 Months: 12

SERVICE	QUANTITY	PRICE
Easel by TpT (Digital Suite)	1	\$1,000.00
Resource Licenses	300	\$1,500.00

ADDITIONAL SERVICES:

SERVICE	LIST PRICE	DISCOUNT	PRICE
Professional Development	\$500	100%	\$0

PAYMENT TERMS:

Payment Due	Net 30 (from invoice date)
Payment Method	Check
Currency	USD

SUBTOTAL	\$2,500.00
Estimated Tax*	Tax Exempt
TOTAL	\$2,500.00

*Sales tax ultimately charged may differ. The final sales tax amount will be calculated when an invoice is created.

Directions: If you need to reference a purchase order for this order, you can

Purchase Order #
(if applicable, for reference)

Authorized Signature



write the PO # in the box to the right
and submit your signed PO with this
signed Quote.

only)

Name: _____

Title: _____

Date: _____

Terms & Conditions:

This Quote is for the purchase of successive 12 month Service Terms ("Terms") as indicated by the number of Terms listed herein (collectively the "Subscription Commitment"), where each Term includes access to the TpT School Access platform for the number of users and the number of resource licenses designated herein. If Customer's needs change during the course of the Subscription Term, Customer may purchase additional resource licenses and/or additional user seats for Easel by paying additional fees. The Easel by TpT fee covers standard platform features currently available. TpT may introduce additional features available at an additional cost during the course of Subscription Commitment that Customer may be able to purchase by executing a Quote for such additional services and paying the applicable fees. This Quote and your use of the TpT School Access Services is governed by our TpT School Access Subscription Terms ("Terms") found at the following URL: <http://bit.ly/TpTSchoolAccessTerms> which Terms are incorporated by reference into this Quote and together with this Quote and our Privacy Policy form the "Agreement". By signing this Quote, Customer agrees to be bound by this Agreement and the individual signing represents and warrants that he or she is authorized to bind Customer to the Agreement. Customer acknowledges and agrees that any reference to a purchase order in this Quote or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of Services to Customer following any issuance of a purchase order shall be deemed as Company's acknowledgement of or agreement to any terms or conditions associated with any such purchase order or in any way be deemed to modify, alter, supersede or supplement the Agreement. The terms and conditions of the Agreement are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions shall be binding upon Company or otherwise have any force or effect.

ACTION ITEM**12**

TOPIC: Consider approval of the Memorandum of Understanding and associated Resolution between Warner Unified School District and the California Department of Education for Child Development Services for the California State Preschool Program.

DESCRIPTION: Preschool

FISCAL IMPACT: A rate not to exceed \$49.85 per child, per day of full-time enrollment and a maximum reimbursable amount of \$99,301.

RECOMMENDATION: Recommend approval.



CALIFORNIA DEPARTMENT OF EDUCATION

F.Y. 21 - 22

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE: July 01, 2021

CONTRACT NUMBER: CSPP-1477

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 37-7541-00-1

STATE AGENCY: CALIFORNIA DEPARTMENT OF EDUCATION

CONTRACTOR'S NAME: WARNER UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC04/2017)*; the CALIFORNIA STATE PRESCHOOL PROGRAM REQUIREMENTS*; the FUNDING TERMS AND CONDITIONS (FT&C)* and any subsequent changes to the FT&C*, which are by this reference made a part of this Agreement. Where the GTC04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2021 through June 30, 2022. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$49.85 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$99,301.00. During the term of this contract, the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Minimum Days of
Operation (MDO) Requirement 180

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this contract shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. These documents can be viewed at <http://www.cde.ca.gov/fq/aa/cd/ftc2021.asp>.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING David MacLeod, Superintendent			
TITLE Contract Manager		ADDRESS 30951 Hwy. 79 Warner Springs, CA 92086			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 99,301	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 23038-7541				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 99,301	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER Andrea Sison		DATE 6/4/2021			

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed) Warner Unified School District Warner Preschool	Federal ID Number 33-0644852
---	--

By (Authorized Signature)


Printed Name and Title of Person Signing

David MacLeod, Superintendent

Date Executed June 8, 2021	Executed in the County of San Diego
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CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1. Proposer/Bidder Firm Name (Printed):

Warner Unified School District, Warner Preschool

2. Federal ID Number:

33-0644852

3. By (Authorized Signature):



4. Printed Name and Title of Person Signing:

David MacLead, Superintendent

5. Date Executed:

June 8, 2021

6. Executed in the County and State of:

San Diego, CA.

RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2021-2022.

RESOLUTION

BE IT RESOLVED that the Governing Board of Warner Unified
School District

authorizes entering into local agreement number CSPP - 1477 and
that the person/s who is/are listed below, is/are authorized to sign the transaction for the
Governing Board.

NAME	TITLE	SIGNATURE
<u>David MacLeod</u>	<u>Superintendent</u>	<u>[Signature]</u>
<u>Andrea Sissons</u>	<u>Chief Business Officer</u>	<u>Andrea Sissons</u>
<u>Jeannean Rombal</u>	<u>Board President</u>	

PASSED AND ADOPTED THIS 8th day of June 2021, by the
Governing Board of Warner Unified School District
of San Diego County, in the State of California.

I, Melody Sees, Clerk of the Governing Board of
Warner USD, of San Diego County, in the
State of California, certify that the foregoing is a full, true and correct copy of a resolution
adopted by the said Board at a School Board meeting thereof held at a
regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

June 8, 2021
(Date)

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

DESCRIPTION: Continued discussion from May 11, 2021.

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval.

ACTION ITEM
14

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

DESCRIPTION: Ongoing discussion

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval.

Consent Agenda

- 1. Commercial Warrants**
- 2. Purchase Orders**
- 3. Water System Management Service Agreement between Warner Unified School District and Merl Johnson.**
- 4. Interdistrict Attendance Agreement between Warner Unified School District and Santee School District for the school years 2021-2026.**
- 5. Point Loma Nazarene University School of Education Student Teaching/Clinical Practice Partnership Agreement with Warner Unified School District.**
- 6. San Diego County Superintendent of Schools Agreement for Library Media Services Subscriptions with Warner Unified School District effective July 1, 2021 through June 30, 2022.**
- 7. Jason Helenick as a certificated substitute teacher, pending pre-employment screening.**
- 8. Agreement by and between Warner Unified School District and Hatch & Cesario, Attorneys-at-Law for legal services for the 2021-2022 fiscal year.**
- 9. Independent Contractor Agreement between Warner Unified School District and Fleet Maintenance Services from July 1, 2021-June 30, 2022, for preventative Maintenance, service and repairs on site for District Fleet.**
- 10. Agricultural Career Technical Education Incentive Grant 2021-2022 Application For Funding.**

Commercial Warrants
May 2021

1. Commercial Warrants
2. Purchase Orders
3. Water System Management Fund Agreement between Warner
Unified School District and City of Johnstown
4. Jointly Drafted Attendance Agreement between Warner
Unified School District and Warner School District for the school
years 2021-2022.
5. Joint Learning Network University School of Education Agreement
Teaching Clinical Practice Partnership Agreement with Warner
Unified School District
6. San Diego County Department of Schools Agreement for
Learning Media Services Subscriptions with Warner Unified School
District effective July 1, 2021 through June 30, 2022.
7. Jason Heinick as a certificated substitute teacher pending pre-
employment screening.
8. Agreement by and between Warner Unified School District and
Hatch & Cesaris, Attorneys-at-Law for legal services for the 2021-
2022 fiscal year.
9. Independent Contractor Agreement between Warner Unified
School District and Fleet Maintenance Services from July 1, 2021-
June 30, 2022, for preventative Maintenance, service and repairs
on site for District Fleet.
10. Agricultural Career Technical Education Incentive Grant 2021-
2022 Application For Funding.

Commercial Warrant Detail - May 2021

Date	Reference	Name 1	Fund	Inv Amount
5/6/2021	14776112	CHERMAINE OSUNA	0100	1000.00
5/6/2021	14776113	ALL STATE PROPANE	0100	2026.65
5/6/2021	14776113	ALL STATE PROPANE	0100	108.31
5/6/2021	14776114	OCEANUS BOTTLED WATER,INC	0100	159.90
5/6/2021	14776115	JASMINE PAYNE	0100	1535.52
5/6/2021	14776116	CARL FOCARELLI	0100	102.50
5/6/2021	14776117	A-Z BUS SALES, INC.	0100	763.94
5/6/2021	14776118	PATRICK C. HUMPHREY	0100	45.18
5/6/2021	14776119	MELISSA RIZZO	0100	528.64
5/6/2021	14776120	LLOYD PEST CONTROL	0100	85.00
5/6/2021	14776121	BRIGETTE SPINKS	0100	89.59
5/6/2021	14776122	SOUTHWEST SCHOOL SUPPLY	0100	1273.57
5/6/2021	14776123	CLINICAL LABORATORY	0100	120.00
5/6/2021	14776124	RAMONA DISPOSAL	0100	372.56
5/6/2021	14776125	SAN DIEGO GAS & ELECTRIC	0100	20.95
5/6/2021	14776126	BANK OF AMERICA BUSINESS CARD	0100	29.00
5/6/2021	14776126	BANK OF AMERICA BUSINESS CARD	0100	25.00
5/6/2021	14776127	ARNTZ DISTRIBUTING COMPANY	1300	162.27
5/6/2021	14776128	US FOODSERVICE	1300	708.11
5/6/2021	14776128	US FOODSERVICE	1300	430.82
5/6/2021	14776129	STANDARD INSURANCE COMPANY	0100	384.85
5/6/2021	14776130	WARNER UNIFIED SCHOOL DISTRICT	0100	81.38
5/6/2021	14776131	ACSA	0100	854.25
5/6/2021	14776132	SOUTHERN REGION CATA	0100	20.00
5/10/2021	14777024	LIFETOUCH NATIONAL SCHOOL STUDIOS	0100	733.54
5/10/2021	14777025	CALIFORNIA DEPT OF EDUCATION	1300	131.10
5/10/2021	14777026	A-Z BUS SALES, INC.	0100	317.29
5/10/2021	14777027	JENNIFER RUDLOFF	0100	41.95
5/10/2021	14777028	T-MOBILE	0100	520.00
5/10/2021	14777029	R3 BUSINESS SOLUTIONS	0100	315.16
5/10/2021	14777030	SAN DIEGO GAS & ELECTRIC	0100	3627.75
5/10/2021	14777031	ARNTZ DISTRIBUTING COMPANY	1300	425.77
5/10/2021	14777032	VISTA HILL	0100	367.00
5/10/2021	14777033	CALIFORNIA ASSOCIATION FFA	0100	137.00
5/13/2021	14778573	SHANNON STEIN	0100	92.96
5/13/2021	14778574	ALL STATE PROPANE	0100	757.26
5/13/2021	14778575	JULIE OSUNA	0100	10.80
5/13/2021	14778575	JULIE OSUNA	0100	57.00
5/13/2021	14778575	JULIE OSUNA	0100	116.48
5/13/2021	14778576	NANCY SEDGWICK	0100	308.75
5/13/2021	14778577	CAL PACIFIC TRUCK CENTER,LLC	0100	2724.95
5/17/2021	14779524	CALIFORNIA SCHOOLS VEBA	0100	6117.26
5/17/2021	14779525	HATCH & CESARIO	0100	635.00
5/17/2021	14779526	RHONDA HILL	0100	14.99
5/17/2021	14779527	PIVA EQUIPMENT SERVICES INC	0100	191.13

5/17/2021	14779528	VERBAL BEHAVIOR ASSOCIATES,INC	0100	5618.00
5/17/2021	14779529	EWING IRRIGATION PRODUCTS INC	0100	190.89
5/17/2021	14779530	NELSON & PADE, INC	0100	14649.35
5/17/2021	14779531	STAPLES CREDIT PLAN	0100	34.14
5/17/2021	14779532	ARNTZ DISTRIBUTING COMPANY	1300	238.14
5/17/2021	14779533	LEADER SERVICES	0100	500.00
5/20/2021	14780954	SOUTHERN COUNTIES LUBRICANTS LLC	0100	2171.72
5/20/2021	14780955	SPECIALIZED THERAPY SERVICES	0100	154.50
5/20/2021	14780956	LLOYD PEST CONTROL	0100	85.00
5/20/2021	14780957	BANK OF AMERICA BUSINESS CARD	0100	259.02
5/20/2021	14780957	BANK OF AMERICA BUSINESS CARD	0100	439.99
5/20/2021	14780958	US FOODSERVICE	1300	1250.25
5/24/2021	14781979	ALL STATE PROPANE	0100	355.41
5/24/2021	14781980	OCEANUS BOTTLED WATER,INC	0100	208.20
5/24/2021	14781981	DAVID MACLEOD	0100	11.12
5/24/2021	14781982	HAWTHORNE MACHINERY CO.	0100	154.14
5/24/2021	14781983	R3 BUSINESS SOLUTIONS	0100	21.00
5/24/2021	14781984	PATRICE MALLOY	0100	89.00
5/24/2021	14781984	PATRICE MALLOY	0100	74.48
5/24/2021	14781985	SOUTHWEST SCHOOL SUPPLY	0100	150.63
5/24/2021	14781986	BANK OF AMERICA BUSINESS CARD	0100	283.05
5/24/2021	14781986	BANK OF AMERICA BUSINESS CARD	0100	12.53
5/24/2021	14781987	AT&T	0100	34.53
5/24/2021	14781988	ARNTZ DISTRIBUTING COMPANY	1300	438.69
5/24/2021	14781989	US FOODSERVICE	1300	176.52
5/27/2021	14784198	NV5	0100	548.00
5/27/2021	14784199	GHAZAL & SONS INC	1300	228.92

Purchase Orders

May 2021

Purchase Orders May 2021

WUSD PO LIST PERIOD COVERED 5/1/2021 - 5/31/2021

DATE	VENDOR NAME	PO#	AMOUNT
5/18/2021	DAVE BANG	19-66218	44,964.00
5/18/2021	DAVE BANG	19-66219	97,136.14
5/21/2021	STS EDUCATION	19-66220	22,967.58
5/25/2021	TEACHERS PAY TEACHERS	19-66221	302.98

**Water System Management Service Agreement between Warner
Unified School District and Merl Johnson.**

Warner Unified School District INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July, 2021.
by and between the WARNER UNIFIED SCHOOL DISTRICT, hereinafter referred to as DISTRICT, and

Water Systems Management, Merl Johnson

, hereinafter referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, Government Code Section 53060 authorizes the DISTRICT to contract with and employ persons to furnish special services and advice to DISTRICT in financial, economic, accounting, engineering, legal or administrative matters if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONTRACTOR for the special services and advice described herein; and

WHEREAS, CONTRACTOR is specially trained, experienced, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;
NOW, THEREFORE, it is mutually agreed by the parties hereto, as follows:

1. Services to be provided by Contractor.

Water Distribution Operator - See Attachment: Service Agreement

(For additional explanation of services, attach Exhibit A which will be incorporated herein full by this reference) CONTRACTOR shall keep DISTRICT's Superintendent and other designed DISTRICT representatives fully informed as to the progress of the work and shall submit to DISTRICT such oral and written reports as DISTRICT may specify.

2. Term of Agreement.

The services called for under this Agreement shall be provided by CONTRACTOR during the period commencing on, July 1, 2021, and ending on June 30, 2022. It shall be expressly understood by CONTRACTOR that time is of the essence for this Agreement and DISTRICT may terminate this Agreement in the event of unexcused delay in CONTRACTOR'S performance hereunder.

3. Contractor's Fee.

DISTRICT agrees to pay CONTRACTOR for services satisfactorily performed pursuant to this Agreement, a sum, not to exceed Dollars (\$).

4. Payments.

CONTRACTOR is responsible for submitting IRS Form W-9 (Request for Taxpayer Identification Number) and an invoice to the DISTRICT which indicates the services performed and the date(s). Upon verification by DISTRICT'S representative that CONTRACTOR has satisfactorily performed the services, DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Services billed at \$450/month plus \$85/hourly. See attached Services Agreement for details.
Prior approval for hourly services required from Warner USD Administration.

(For additional explanation of payment terms, attach Exhibit B which will be incorporated herein full by this reference)

5. Expenses.

DISTRICT shall not be liable to CONTRACTOR for any additional costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except for the following (additional expenses must be specific) : (For additional explanation of expenses, please attach Exhibit C).

N/A

6. Non-Resident Independent Contractor Withholding.

The California Revenue and Taxation Code requires the DISTRICT to withhold income taxes from payments made to non-resident independent contractors performing services in California when earning more than \$1,500 in a calendar year. The current withholding rate is seven percent (7%) of gross payments.

7. Independent Contractor.

CONTRACTOR, in the performance of this Agreement, shall be and shall act as an independent contractor and not as an officer, agent or employee of the DISTRICT. CONTRACTOR shall be responsible for all salaries, payments, and benefits for all of its officers, agencies, and employees in performing services pursuant to this Agreement.

8. Workers' Compensation Insurance.

CONTRACTOR agrees to procure and maintain in full force and effect Workers' Compensation Insurance required under California Labor Code Section 3700 covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against DISTRICT by such employee or agent participating under this Agreement, CONTRACTOR agrees to defend and hold harmless the DISTRICT from such claim. CONTRACTOR shall provide a Transfer of Rights of Recovery against Others (aka Waiver of Subrogation) endorsement favoring DISTRICT.

9. Hold Harmless and Indemnification.

CONTRACTOR agrees to indemnify and to hold free and harmless DISTRICT, its officers, agents, and employees from all loss, liability, damages, costs, or expenses, including attorney's fees and costs, that may or might at any time arise or be asserted against DISTRICT, its officers, agents and employees, arising by reason of, in the course of, or in connection with, the performance of this Agreement.

10. Insurance.

CONTRACTOR agrees to carry automobile insurance at statutory amounts as well as general and/or professional liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage, or per claim for professional in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability, including claims for products and completed operations which may arise out of this Agreement. The required limits may change based on risk exposure. Such required limit change is at the sole discretion of DISTRICT. CONTRACTOR shall name DISTRICT, its officers, Board members, employees and agents as additional insured by separate insurance policy endorsement. CONTRACTOR shall provide a primary and noncontributory endorsement (commercial general liability only) favoring the DISTRICT. CONTRACTOR shall provide by policy endorsement, a 30-day insurance policy Notice of Cancellation.

11. Permits/Licenses.

CONTRACTOR and all CONTRACTOR'S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishings of services pursuant to this Agreement.

12. Employment with Public Agency.

CONTRACTOR, if employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are being performed pursuant to this Agreement.

13. Assignment.

No portion of this Agreement or any of the work to be performed hereunder may be assigned by CONTRACTOR without express written consent of DISTRICT, and without such consent, all services hereunder are to be performed solely by CONTRACTOR, its officers, agents and employees.

14. Ownership of Work-Product.

All products of work performed pursuant to this Agreement will be the sole property of DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of DISTRICT.

15. Termination of Agreement.

DISTRICT may terminate this agreement and will be relieved of all obligations under this Agreement should CONTRACTOR fail to perform any of the terms and conditions hereof at the time and places set forth herein. In the event of such termination, CONTRACTOR shall be paid the reasonable value of the services rendered up to the date of such termination, less any payments theretofore made, as determined by DISTRICT, and the CONTRACTOR hereby expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

16. Termination for Non-Funding.

This Agreement is valid and enforceable only if sufficient funds are made available to the DISTRICT by the State of California for the fiscal year(s) covered by this Agreement.

17. Pupil Safety Provisions.

To comply with Education Code section 45125.1, the DISTRICT shall complete the "Pupil Safety Provisions" below certifying the level of contact that CONTRACTOR is expected to have with DISTRICT'S pupils.

_____ The DISTRICT has determined that greater than limited contact with pupils may occur under the terms of this contract. Fingerprinting and certification will be required of the contractor. No work may take place until the requirements of Education Code section 45125.1 have been met.

_____ The DISTRICT has determined that limited contact with pupils may occur under the terms of this contract. In lieu of fingerprinting, a DISTRICT employee will provide supervision at all times when the CONTRACTOR has contact with pupils.

_____ The DISTRICT has determined that there will be no contact with pupils under the terms of this contract.

The above determination is made by:

NAME: _____ Signature: _____ Date: _____

Superintendent/CBO (Print name and Signature)

18. DISTRICT Administrator of Agreement.

The point of contact for this agreement is:

Name: **ANDREA SISSONS**
Title: **Chief Business Official**
Telephone: **(760) 782-3517**
E-mail: Andrea.Sissons@warnerusd.net

19. Contractor Point of Contact:

Name: **Merl Johnson**
Address: **PO BOX 391655; Anza, CA 92539**
Telephone: **(951) 337-7417**
E-mail:

20. Attorneys' Fees.

If suit is brought by either party to this Agreement to enforce any of its terms and the DISTRICT prevails in such suit, CONTRACTOR shall pay all litigation expenses incurred by DISTRICT, including attorney's fees, court costs, expert witness fees, and investigation expenses.

21. Governing Law.

The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego DISTRICT, California.

22. Entire Agreement/Amendment.

This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

IN WITNESS THEREOF the parties hereto have executed this Agreement as of the date herein above first written.

WARNER UNIFIED SCHOOL DISTRICT

Andrea Sissons, Chief Business Official
Name/Title

Authorized Signature

Date

CONTRACTOR

Merl Johnson, Owner
Independent Contractor's Name/Title

Authorized Signature

Date

Interdistrict Attendance Agreement between Warner Unified School District and Santee School District for the school years 2021-2026.

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 4th day of May, 2021 by and between the Santee School District of San Diego County and the Warner Unified School District of San Diego County is effective only for the school year(s) 20 21 through 20 26 (up to 5 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 facilities 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.

☐ **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.

CONDITIONS

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
☒ Discipline ☒ Attendance ☒ Academics
As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
☐ Discipline ☐ Attendance ☐ Academics
- Additional conditions (optional) Both districts must agree
☒ Partial agreements to the end of the year
☒ Locations of the school site, once admitted is at the discretion of the receiving district.
☒ Other, specify Locations of the school site, once admitted, is at the discretion of the receiving district.

APPEAL PROCESS

DISTRICT APPEAL PROCESS AS FOLLOWS:

- Initial Approval/Denial: Assistant Superintendent, Educational Services
- Appeal: Assistant Superintendent, Human Resources & Pupil Services
- Initial Approval/Denial: Assistant Superintendent, Educational Services

The application deadline of January 1 has been waived ☒ Yes ☐ No

Signature [Signature]
Title Karl Christensen
Assistant Superintendent, Business Services

Approved by the Governing Board on:

Date May 4, 2021

District schools/programs known to be impacted at the time of this agreement:

DISTRICT APPEAL PROCESS AS FOLLOWS:

- Superintendent
- ↓
- ↓

The application deadline of January 1 has been waived ☐ Yes ☐ No

SIGNATURES

Signature [Signature] 6/8/21
Title Superintendent

Approved by the Governing Board on:

Date June 8, 2021

District schools/programs known to be impacted at the time of this agreement:

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

Santee School District

Warner Unified School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.

Consent Agenda

5

Point Loma Nazarene University School of Education Student Teaching/Clinical Practice Partnership Agreement with Warner Unified School District.

CONDITIONS

APPEAL PROCESS

DISTRICT APPEAL PROCESS AS FOLLOWS:

DISTRICT APPEAL PROCESS AS FOLLOWS:

Superintendent

1. Initial Appeal/Request: Assistant Superintendent, Instructional Services

2. Review: Assistant Superintendent, Human Resources & Labor Relations

3. Final Review: Assistant Superintendent, Instructional Services

4. Final Decision: Assistant Superintendent, Instructional Services

5. Final Decision: Assistant Superintendent, Instructional Services

6. Final Decision: Assistant Superintendent, Instructional Services

7. Final Decision: Assistant Superintendent, Instructional Services

8. Final Decision: Assistant Superintendent, Instructional Services

9. Final Decision: Assistant Superintendent, Instructional Services

10. Final Decision: Assistant Superintendent, Instructional Services

11. Final Decision: Assistant Superintendent, Instructional Services

12. Final Decision: Assistant Superintendent, Instructional Services

13. Final Decision: Assistant Superintendent, Instructional Services

14. Final Decision: Assistant Superintendent, Instructional Services

15. Final Decision: Assistant Superintendent, Instructional Services

16. Final Decision: Assistant Superintendent, Instructional Services

17. Final Decision: Assistant Superintendent, Instructional Services

18. Final Decision: Assistant Superintendent, Instructional Services

19. Final Decision: Assistant Superintendent, Instructional Services

20. Final Decision: Assistant Superintendent, Instructional Services

21. Final Decision: Assistant Superintendent, Instructional Services

22. Final Decision: Assistant Superintendent, Instructional Services

23. Final Decision: Assistant Superintendent, Instructional Services

24. Final Decision: Assistant Superintendent, Instructional Services

25. Final Decision: Assistant Superintendent, Instructional Services

**POINT LOMA NAZARENE UNIVERSITY
SCHOOL OF EDUCATION**

**Student Teaching/Clinical Practice Partnership Agreement with Cooperating School
District**

This Student Teaching/Clinical Practice Agreement ("Agreement") is entered into between Point Loma Nazarene University ("PLNU" or "University") and the **Warner Unified School District** (the "District").

Whereas, the University's curriculum requires teaching program candidates to complete a student teaching experience working under the supervision of a certified teacher ("Student Teaching/Clinical Practice"); and

Whereas, the District wishes to aid in the educational development of the University's students and is willing to make its premises and certified teachers available for Student Teaching/Clinical Practice; and

Whereas, the parties wish to document the guidelines, policies, and procedures for the placement of University students in Student Teaching/Clinical Practice within the District;

Now, therefore, the parties agree as follows:

I. General Terms

- A. The District will validate the completion of California Teacher requirements at a proficient level for candidates seeking graduate course credit for meeting formative assessment and induction standards.
- B. The District will accept University students for Student Teaching/Clinical Practice (a "Student Teaching/Clinical Practice Candidate") for the times and durations set forth by the University and agreed to by the District. The District reserves the right to accept only the number of Student Teaching/Clinical Practice Candidates it deems to be feasible at any given time.
- C. A Student Teaching/Clinical Practice Candidate's normal teaching load shall be the same as the certified teacher to whom the candidate is assigned. The Student Teaching/Clinical Practice Candidate's other duties shall include, but are not limited to, classroom observation, classroom teaching, development of unit and daily lesson plans, diagnosis of student learning problems, tutoring of students, grading and recording of student assignments, and assistance with record keeping. Additional assignments outside of the confines of the classroom may include, but are not limited to, lunchroom supervision, playground supervision, hallway duty, bus duty, faculty meetings, Individualized Education Program (IEP) meetings, professional development meetings, and parent-teacher conferences.
- D. The University will inform the District of length of placement when making requests for placement.
- E. Student Teaching/Clinical Practice Candidates are required to follow the academic calendar of the District.

allow the Student Teaching/Clinical Practice Candidate access to information, including relevant documentation and reports.

- I. University Students shall not be considered employees of the District and are not covered by any District compensation program or other insurance.

II. Removal of Student Teaching/Clinical Practice Candidates

The District will notify the University in writing, prior to taking any action against a Student Teaching/Clinical Practice Candidate regarding any concerns or complaints about a Student's performance or unsatisfactory conduct in the Student Teaching/Clinical Practice. In such cases, the District will cooperate with the University to address the issues, including without limitation steps to further train the Student and remediate the concerns. Except in circumstances where a Student presents an immediate threat to the health and safety of the District's students or personnel, the District shall not remove a Student from its facilities or Student Teaching/Clinical Practice without engaging in the process described above.

III. FERPA

Prior to the start of their placement, the University shall provide training to Student Teaching/Clinical Practice Candidates concerning the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA") and its implementing regulations. As part of this training, the University shall instruct candidates about their legal obligation to comply with FERPA and its implementing regulations with respect to confidential information the candidate encounters during his/her Student Teaching/Clinical Practice.

IV. Background Checks

For each Student Teaching/Clinical Practice Candidate, the University shall cause to be performed a criminal background check that complies with the minimum requirements set by the State of California. Prior to a Student Teaching/Clinical Practice Candidate beginning their student teaching experience, the University shall review the results and exclude from participation any candidate whose background check would preclude the candidate from serving in the planned student teaching experience. Additionally, all Student Teaching/Clinical Practice candidates will be required to obtain and maintain a valid and current Certificate of Clearance from the CCTC before beginning their student teaching experience and for the duration of their student teaching experience.

V. Non-Discrimination

The parties agree that neither will unlawfully discriminate in the selection of, or acceptance or participation by, any Student Teaching/Clinical Practice Candidate pursuant to this Agreement on the basis of race, creed, color, national origin, religion, sex, disability, age, veterans' status, marital status, citizenship, or any other characteristic protected by law.

VI. Compliance with Other Laws

The University and District shall comply with all Federal, State, and local laws and regulations that are applicable to the subject matter of this Agreement.

- C. The University and District are independent entities and neither shall have, nor exercise, any control over the means, manner, or method by which the other performs its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to create an agency relationship, employment relationship, or joint venture between the parties. Neither party may use the other's name in a manner that is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party. Furthermore, neither party intends for this Agreement to alter in any way their respective rights or their legal obligations.
- D. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications, negotiations, and agreements, written or oral, regarding the subject matter hereto. No modification of or amendment or waiver to this Agreement will be effective unless in writing and signed by each of the parties.
- E. Failure by either party at any time to require strict performance of any provision of this Agreement shall not constitute a waiver of that provision nor in any way limit enforcement of the provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

For Point Loma Nazarene University:

Name: Kerry D. Fulcher, Ph.D.
Title: Provost and Chief Academic Officer
Address: Point Loma Nazarene University
3900 Lomaland Dr.
San Diego, CA 92106

Date: _____

Authorized Signature

PLNU Contact:

Name: Deborah E. Erickson, Ed.D.
Title: Dean, School of Education
Address: Point Loma Nazarene University
4007 Camino Del Rio South, Suite 400
San Diego, CA 92108

For the District:

Name (Print): David MacLeod
Address (Print): 30951 Highway 79, Warner Springs CA 92086
Title: Superintendent

Authorized Signature

Date 5/17/21

**POINT LOMA NAZARENE UNIVERSITY
SCHOOL OF EDUCATION**

Fieldwork Placement Agreement with Cooperating School District

This Fieldwork Placement Agreement ("Agreement") is entered into between Point Loma Nazarene University ("PLNU" or "University") and the **Warner Unified School District** (the "District").

Whereas, the University's curriculum requires advanced program candidates to complete a fieldwork experience working under the supervision of a University site supervisor and teaching candidates to complete a fieldwork experience working under the supervision of a credentialed district teacher ("Fieldwork Candidates"); and

Whereas, the District wishes to aid in the educational development of the University's students and is willing to make its premises and students available for fieldwork practice; and

Whereas, the parties wish to document the guidelines, policies, and procedures for the placement of University students completing fieldwork experiences within the District;

Now, therefore, the parties agree as follows:

I. General Terms

- A. The District will accept University students for fieldwork practice for the times and durations set forth by the University and agreed to by the District. The District reserves the right to accept only the number of Fieldwork Candidates it deems to be feasible in light of available District faculty at any given time.
- B. The Fieldwork Candidate's other duties may include, but are not limited to, classroom observation, classroom teaching, diagnosis of student learning problems, tutoring of students, grading and recording of student assignments, and assistance with record keeping. Additional assignments outside of the confines of the classroom may include, but are not limited to, lunchroom supervision, playground supervision, hallway duty, bus duty, faculty meetings, Individualized Education Program (IEP) meetings, professional development meetings, and parent-teacher conferences and working with individual and small groups of students.
- C. Fieldwork Candidates are required to follow the academic calendar of the District.
- D. The District shall appoint a certified teacher to supervise each Fieldwork Candidate ("District Site Supervisor"). District Site Supervisors shall meet the following criteria:
 - 1. The District Site Supervisor shall be a full-time member of the District's faculty.
 - 2. The District Site Supervisor must have a minimum of 3 years teaching experience in the area of their credential and have been employed by the District for at least one year.
 - 3. The District Site Supervisor must hold credentials in the field in which he/she is teaching.

and safety of the District's students or personnel, the District shall not remove a Student from its facilities or Fieldwork without engaging in the process described above.

III. FERPA

Prior to the start of their placement, the University shall provide training to Fieldwork Candidates concerning the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA") and its implementing regulations. As part of this training, the University shall instruct candidates about their legal obligation to comply with FERPA and its implementing regulations with respect to confidential information the candidate encounters during his/her Fieldwork placement.

IV. Background Checks

For each Fieldwork Candidate, the University shall cause to be performed a criminal background check that complies with the minimum requirements set by the State of California. Prior to a Fieldwork Candidate beginning their field experience, the University shall review the results and exclude from participation any candidate whose background check would preclude the candidate from serving in the planned field experience. Additionally, all Fieldwork candidates will be required to obtain and maintain a valid and current Certificate of Clearance from the CCTC before beginning their field experience and for the duration of their field experience.

V. Non-Discrimination

The parties agree that neither will unlawfully discriminate in the selection of, or acceptance or participation by, any Fieldwork Candidate pursuant to this Agreement on the basis of race, creed, color, national origin, religion, sex, disability, age, veterans' status, marital status, citizenship, or any other characteristic protected by law.

VI. Compliance with Other Laws

The University and District shall comply with all Federal, State, and local laws and regulations that are applicable to the subject matter of this Agreement.

VII. General Liability Insurance

Both parties shall maintain in force during the term of this Agreement, bodily injury, property damage, and professional liability insurance, with coverage of at least \$1,000,000 per occurrence and an annual aggregate of \$3,000,000 per occurrence, insuring itself and its agents and employees for their acts, failures to act, or negligence rising out of, or caused by, the activity which is the subject of this Agreement. Each party will provide the other proof of such insurance upon request.

VIII. Mutual Indemnification

Each party shall indemnify, defend and hold harmless the other party, the other party's affiliates, and their respective trustees, directors, officers, employees, students, faculty, agents, representatives, successors and assigns (collectively "Indemnified Parties") against all damages, claims, actions, liabilities, losses and other expenses, including without limitation reasonable attorney's fees, expert witness fees, consultant fees and other costs, incurred by or asserted against Indemnified Parties, whether or not a lawsuit or other proceeding is filed ("Claims"), that in any way arise out of or relate to (a) the indemnifying party's acts, omissions, negligence or willful

- E. Failure by either party at any time to require strict performance of any provision of this Agreement shall not constitute a waiver of that provision nor in any way limit enforcement of the provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

For Point Loma Nazarene University:

Name: Kerry D. Fulcher, Ph.D.
Title: Provost and Chief Academic Officer
Address: Point Loma Nazarene University
3900 Lomaland Dr.
San Diego, CA 92106

Authorized Signature

Date: _____

PLNU Contact:

Name: Deborah E. Erickson, Ed.D.
Title: Dean, School of Education
Address: Point Loma Nazarene University
4007 Camino Del Rio South, Suite 400
San Diego, CA 92108

For the District:

Name (Print): David MacLeod

Address (Print): 30951 Highway 79, Warner Springs CA 92086

Title: Superintendent

[Signature] Date 5/17/21
Authorized Signature

Consent Agenda

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San Diego County Superintendent of Schools Agreement for Library Media Services Subscriptions with Warner Unified School District effective July 1, 2021 through June 30, 2022.

**San Diego County Superintendent of Schools
Agreement for Library Media Services Subscriptions**

The Governing Board of the Warner Unified School District, hereinafter called the "District," and the San Diego County Superintendent of Schools, hereinafter called the "County," agree as follows:

COUNTY SERVICES

1. County will provide the district staff and student subscription service to the San Diego County Office of Education Digital Content Portal (DCP). The service will also include certain communications from the SDCOE and/or the DCP, such as service announcements, DCP newsletters and administrative messages. These communications are considered part of DCP subscription, and you will not be able to opt out of receiving them.
 - a. County will provide customized professional development for library staff and teachers to utilize the San Diego County Office of Education Digital Content Portal (DCP) online resources (see the enclosed list).
 - b. County will provide the DCP logo to the district for use as an electronic link on district and school websites.
 - c. The DCP subscription provides links to other World Wide Web sites and resources. Because the SDCOE has no control over such sites and resources, you acknowledge and agree that the SDCOE is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any Content, advertising, products, or material on or available from such sites or resources. You further acknowledge and agree that the SDCOE shall not be responsible or liable, directly or indirectly, for any damage or loss caused, or alleged to be caused by, or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.
 - d. The DCP vendor contract stipulates that upon termination of this subscription service, all downloaded materials that have been accessed through the SDCOE Digital Content Portal resources by staff and students must be erased. This includes videos, instructional materials, images, audio clips and information obtained from, associated with or inside your district's DCP accounts.
2. The San Diego County Office of Education County Schools Librarian will serve as the district credentialed "Librarian of Record" as stipulated in the California Education Code, sections 18100-18103, 18176, and 44868.
 - a. County will provide San Diego County Board of Education approved book lists (grades K-8).

DISTRICT COSTS, PAYMENT AND RESPONSIBILITIES

(2021-22 student enrollment reported by Dataquest, CDE = 112)

1. District will assign a representative to serve as liaison between the County and the District who shall be responsible for determining matters relative to service under this agreement.
2. District agrees not to post, email, transmit or otherwise make publicly available your confidential site DCP usernames and passwords.

3. District agrees not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the DCP, use of the DCP, or access to the DCP.
4. In order to establish accurate DCP district accounts, the District will notify the County of any staffing changes, including first name, last name, title or school site, and e-mail address. Questions may be directed to Library Media Services (858) 295-8837.
5. For subscription access to the DCP and customized professional development the District will pay to the County the rate of \$5.65 per CDE reported student enrollment. $112 \times \$5.65 = \632.80 .
6. For Librarian of Record services (LOR) and Board of Education approved book lists the District will pay to the County the rate of \$0.43 for the 2021-22 fiscal year, per CDE reported student enrollment. $112 \times \$0.43 = \48.16

For DCP subscription and Librarian of Record services the District will pay to the County the total amount of **\$680.96**. The transfer of funds to the County School Service Fund will take place in January of this fiscal year.

PERIOD OF AGREEMENT – INCEPTION AND TERMINATION DATES

This agreement is in effect July 1, 2021, through June 30, 2022.

RENEWAL TERMS

District and County will review this contract annually.

COUNTY AND DISTRICT CONTACT INFORMATION

County Representatives

Cindy Dunlevy
Coordinator
San Diego County Office of Education
Library Media Services
5304 Metro Street, Suite C
San Diego, CA 92110
858 298-2024
cidunlevy@sdcoe.net

Jonathan Hunt
Coordinator
San Diego County Office of Education
Library Media Services
5304 Metro Street, Suite C
San Diego, CA 92110
858 298-2025
jonathan.hunt@sdcoe.net

District Tech Representative

T.B.D.

Name: _____

Title: _____

Location: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

District Contact for CommunicationName: David MacLeodTitle: SuperintendentLocation: Warner USDAddress: 30951 Hwy 79City/State/Zip: Warner Spring CA 92086Phone: 760-782-3517Email: david.macleod@warnerusd.net**HOLD HARMLESS**

Contractor shall defend, indemnify and hold the County, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, volunteers, Contractors and contractors arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all attorney fees and other related costs and expenses. Contractor shall reimburse County and its directors, officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the County, its directors, officials, officers, employees and agents. The Contractor's duty to defend, indemnify, and hold the County harmless shall not apply to the extent a claim is due to the negligence or willful misconduct of the County.

GOVERNING LAW/VENUE SAN DIEGO

In the event of litigation, the agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.

COMPLIANCE WITH LAW

The Consultant shall be subject to, and shall comply with, all Federal, State, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination.

COUNTERPARTS

This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

DEBARMENT, SUSPENSION OR INELIGIBILITY CLAUSE

By signing this Contract, the Consultant certifies that the Consultant, and any of its principles and/or subcontractors:

- i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and;
- ii. Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with containing, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property. Consultant certifies that no employee, officer, agent, or subcontractor who may come in contact with students in performance of this Agreement, has been convicted of a serious or violent felony.

FINAL APPROVAL

This Agreement is of no force or effect until approved by signature by the San Diego County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

EMPLOYMENT WITH PUBLIC AGENCY AND RETIREES

Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are being performed pursuant to this Agreement. Retirees should seek guidance from their respective retirement system to avoid a loss of retirement benefits.

ENTIRE AGREEMENT

This Agreement represents the entire agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS

By _____
(Authorized Signature)

Michael Simonson
Name

County Superintendent of Schools
Title

Date

WARNER UNIFIED SCHOOL DISTRICT

By 
(Authorized Signature)

Name (printed)

Superintendent
Title

5/24/21
Date

David.Macleod@warnerusd.net
Email

7

Agreement by and between Warner Unified School District and Hatch & Cesario, Attorneys-at-Law for legal services for the 2021-2022 fiscal year.

Hourly Rates

Client agrees to pay Attorney for services rendered based upon the following rate schedule:

Partners \$300.00
 Of-Counsel \$300.00
 Senior Associate \$275.00
 Associate \$260.00
 Education Consultant \$200.00
 Law Clerk \$185.00
 Paralegal \$185.00

HATCH & CESARIO

ATTORNEYS-AT-LAW

AGREEMENT FOR LEGAL SERVICES

July 1, 2021 – June 30, 2022

This Agreement is by and between Warner Unified School District ("Client") and Hatch & Cesario, Attorneys-at-Law ("Attorney").

Attorney's Services

Attorney agrees to provide Client with consulting, representational and legal services pertaining to special education and general student matters, including representation in administrative and judicial proceedings, as requested by Client, or as required by law. A separate agreement may be required for legal proceedings in state or federal court.

Attorney shall provide legal services as reasonably required to represent Client in such matters, take reasonable steps to keep Client informed of significant developments, and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation.

Hourly Rates

Client agrees to pay Attorney for services rendered based upon the following rate schedule:

Partners	\$300.00
Of-Counsel	\$300.00
Senior Associate	\$275.00
Associate	\$260.00
Education Consultant	\$200.00
Law Clerk	\$185.00
Paralegal	\$185.00

Attorney shall bill Client for legal services in one-tenth (.10) increments.

Costs, Expenses and Other Requirements Applicable to Client

Client agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of Client, including the following:

In-office Photocopying	\$0.25 per page
Outside Photocopying	Actual usage

Facsimile/Scanning
Postage
Mileage

None
Actual usage
IRS mileage rate

Costs, such as electronic legal research services, messenger, meals, and lodging shall be charged on an actual and necessary basis.

Payment for Services

Attorney shall send Client a statement for fees and costs incurred every calendar month. Such statements shall set forth the amount, rate, and description of services provided. Payment by Client against monthly billings is due upon receipt of statements and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions Code requires Attorney to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that Attorney does maintain such insurance coverage.

Legal Fees and Costs Covered by JPA or Insurance Policy

When the Client is named as a party in an administrative or court proceeding, the Client may have coverage under a joint powers authority ("JPA") memorandum of understanding or liability insurance policy for legal fees and related costs. We recommend that any new filings against Client be tendered to a representative of the JPA or your insurer as soon as you are served.

If you have coverage and wish to work with Attorney, it will agree to represent you at the rates set forth by this Agreement unless the Attorney and Client agree otherwise. Attorney will also agree to follow all litigation guidelines in effect and will not charge for expenses not otherwise authorized.

At times, a JPA or insurer may decline to pay for legal fees or expenses that are otherwise covered and acceptable under the applicable guidelines. Attorney will follow all established appeal procedures to negotiate any declined items with the JPA or insurer.

If, after the appeals process, the JPA or insurer continues to deny payment without a good faith basis, Attorney will require that Client pay those fees directly. Any fees chargeable to the Client will continue to be at the rates set forth by this Agreement unless the Attorney and Client agree otherwise.

Discharge of Services

Client may discharge Attorney at any time by written notice. Unless otherwise agreed, and except as required by law, Attorney will provide no further legal services hereunder after receipt of such notice. Attorney may withdraw its services with Client's consent or as allowed or required by law, upon ten (10) days written notice. Upon discharge or withdrawal, Attorney shall transition all outstanding legal work and services to others, as Client shall direct.

Mediation

If a dispute arises out of or relating to any aspect of this Agreement between Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Client and Attorney agree to first try in good faith to settle the dispute in private by the use of mediation before initiating any arbitration, litigation, or any other dispute resolution procedure. The cost of such mediation shall be borne equally by the parties, unless otherwise stipulated in a settlement agreement between the parties. Either party may initiate mediation through service of a written demand in-person or by mail or, if agreed to by the parties in advance, by e-mail to the opposing party. The mediation session will occur at a time mutually agreed upon by the parties in consultation with a mutually selected mediator, though no later than 60 days after the date of service of the initial notice, unless otherwise agreed by the parties and mediator.

By initialing below, Client and Attorney confirm that they have read and understand the paragraph above, and voluntarily agree to mediation. By this Agreement, Attorney has advised Client of the right to have an independent lawyer of Client's choice to review this mediation provision, and this entire agreement, prior to initialing this provision or signing this Agreement.

_____ (Client Initial Here)

JRC (Attorney Initial Here)

Term of Agreement

The term of this Agreement is effective July 1, 2021 through June 30, 2022, and may be modified in writing by mutual agreement of Client and Attorney. This Agreement shall be terminable by either Attorney or Client upon thirty (30) days written notice.

Warner Unified School District

Hatch & Cesario – Attorneys-at-Law

David MacLeod
Superintendent

Deborah R.G. Cesario
Deborah R.G. Cesario, Partner

Date

May 27, 2021

Date

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Law Offices of Deborah R.G. Cesario

2 Business name/disregarded entity name, if different from above
Doing business as Hatch & Cesario, Attorneys-at-Law

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
10531 4S Commons Drive, Suite 583

6 City, state, and ZIP code
San Diego, CA 92127

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

4	7	-	2	9	0	8	1	8	5
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► *Deborah R.G. Cesario* Date ► **May 27, 2021**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Independent Contractor Agreement between Warner Unified School District and Fleet Maintenance Services from July 1, 2021- June 30, 2022, for preventative Maintenance, service and repairs on site for District Fleet.

Fiscal Impact:

Preventative Maintenance A: \$177

Preventative Maintenance B: \$240

Preventative Maintenance C: \$450

Preventative Maintenance Van Inspection/Service: \$130

Minor Repairs/Labor: \$55/hour

Heavy Duty Repairs/Labor: \$85/hour

\$1,000 per month for added transportation coordination and over-site duties.

All other costs will be preapproved by the District Business Services department.

Warner Unified School District INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July, 2021.
by and between the WARNER UNIFIED SCHOOL DISTRICT, hereinafter referred to as DISTRICT,
and **Fleet Maintenance Services, 160-40-9137,** hereinafter referred to as CONTRACTOR,
Business License # BL-00021311

WITNESSETH:

WHEREAS, Government Code Section 53060 authorizes the DISTRICT to contract with and employ persons to furnish special services and advice to DISTRICT in financial, economic, accounting, engineering, legal or administrative matters if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONTRACTOR for the special services and advice described herein; and

WHEREAS, CONTRACTOR is specially trained, experienced, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, it is mutually agreed by the parties hereto, as follows:

1. **Services to be provided by Contractor.**

Preventative Maintenance, Service and Repairs on site for District Fleet. Contractor will diagnose major repairs and coordinate services at a certified shop. District will purchase parts, Contractor will arrange for pickup or delivery of parts and delivery of vehicles to offsite vendors as approved by the District. Additional Transportation Department Duties as requested.

(For additional explanation of services, attach Exhibit A which will be incorporated herein full by this reference) CONTRACTOR shall keep DISTRICT's Superintendent and other designed DISTRICT representatives fully informed as to the progress of the work and shall submit to DISTRICT such oral and written reports as DISTRICT may specify.

2. **Term of Agreement.**

The services called for under this Agreement shall be provided by CONTRACTOR during the period commencing on, July 1, 2021, and ending on June 30, 2020. It shall be expressly understood by CONTRACTOR that time is of the essence for this Agreement and DISTRICT may terminate this Agreement in the event of unexcused delay in CONTRACTOR'S performance hereunder.

3. **Contractor's Fee.**

DISTRICT agrees to pay CONTRACTOR for services satisfactorily performed pursuant to this Agreement, the sum of

Services billed per payment terms, section 4.

Dollars (\$).

4. **Payments. 21**

CONTRACTOR is responsible for submitting IRS Form W-9 (Request for Taxpayer Identification Number) and an invoice to the DISTRICT which indicates the services performed and the date(s). Upon verification by DISTRICT'S representative that CONTRACTOR has satisfactorily performed the services, DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Preventative Maintenance A: \$177	Preventative Maint. Van Inspection/Service: \$130
Preventative Maintenance B: \$240	Minor Repairs/Labor: \$55/hour
Preventative Maintenance C: \$450	Heavy Duty Repairs/Labor: \$85/hour
\$1,000 per month for added transportation coordination and oversite duties.	
All other costs will be preapproved by the District Business Services department.	

(For additional explanation of payment terms, attach Exhibit B which will be incorporated herein full by this reference)

5. Expenses.

DISTRICT shall not be liable to CONTRACTOR for any additional costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except for the following (additional expenses must be specific): (For additional explanation of expenses, please attach Exhibit C).

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6. Non-Resident Independent Contractor Withholding.

The California Revenue and Taxation Code requires the DISTRICT to withhold income taxes from payments made to non-resident independent contractors performing services in California when earning more than \$1,500 in a calendar year. The current withholding rate is seven percent (7%) of gross payments.

7. Independent Contractor.

CONTRACTOR, in the performance of this Agreement, shall be and shall act as an independent contractor and not as an officer, agent or employee of the DISTRICT. CONTRACTOR shall be responsible for all salaries, payments, and benefits for all of its officers, agencies, and employees in performing services pursuant to this Agreement.

8. Workers' Compensation Insurance.

CONTRACTOR agrees to procure and maintain in full force and effect Workers' Compensation Insurance required under California Labor Code Section 3700 covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against DISTRICT by such employee or agent participating under this Agreement, CONTRACTOR agrees to defend and hold harmless the DISTRICT from such claim. CONTRACTOR shall provide a Transfer of Rights of Recovery against Others (aka Waiver of Subrogation) endorsement favoring DISTRICT.

9. Hold Harmless and Indemnification.

CONTRACTOR agrees to indemnify and to hold free and harmless DISTRICT, its officers, agents, and employees from all loss, liability, damages, costs, or expenses, including attorney's fees and costs, that may or might at any time arise or be asserted against DISTRICT, its officers, agents and employees, arising by reason of, in the course of, or in connection with, the performance of this Agreement.

10. Insurance.

CONTRACTOR agrees to carry automobile insurance at statutory amounts as well as general and/or professional liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage, or per claim for professional in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability, including claims for products and completed operations which may arise out of this Agreement. The required limits may change based on risk exposure. Such required limit change is at the sole discretion of DISTRICT. CONTRACTOR shall name DISTRICT, its officers, Board members, employees and agents as additional insured by separate insurance policy endorsement. CONTRACTOR shall provide a primary and noncontributory endorsement (commercial general liability only) favoring the DISTRICT. CONTRACTOR shall provide by policy endorsement, a 30 day insurance policy Notice of Cancellation.

11. Permits/Licenses.

CONTRACTOR and all CONTRACTOR'S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishings of services pursuant to this Agreement.

12. Employment with Public Agency.

CONTRACTOR, if employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are being performed pursuant to this Agreement.

13. Assignment.

No portion of this Agreement or any of the work to be performed hereunder may be assigned by CONTRACTOR without express written consent of DISTRICT, and without such consent, all services hereunder are to be performed solely by CONTRACTOR, its officers, agents and employees.

14. Ownership of Work-Product.

All products of work performed pursuant to this Agreement will be the sole property of DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of DISTRICT.

15. Termination of Agreement.

DISTRICT may terminate this agreement and will be relieved of all obligations under this Agreement should CONTRACTOR fail to perform any of the terms and conditions hereof at the time and places set forth herein. In the event of such termination, CONTRACTOR shall be paid the reasonable value of the services rendered up to the date of such termination, less any payments theretofore made, as determined by DISTRICT, and the CONTRACTOR hereby expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

16. Termination for Non-Funding.

This Agreement is valid and enforceable only if sufficient funds are made available to the DISTRICT by the State of California for the fiscal year(s) covered by this Agreement.

17. Pupil Safety Provisions.

To comply with Education Code section 45125.1, the DISTRICT shall complete the "Pupil Safety Provisions" below certifying the level of contact that CONTRACTOR is expected to have with DISTRICT'S pupils.

_____ The DISTRICT has determined that greater than limited contact with pupils may occur under the terms of this contract. Fingerprinting and certification will be required of the contractor. No work may take place until the requirements of Education Code section 45125.1 have been met.

_____ The DISTRICT has determined that limited contact with pupils may occur under the terms of this contract. In lieu of fingerprinting, a DISTRICT employee will provide supervision at all times when the CONTRACTOR has contact with pupils.

_____ The DISTRICT has determined that there will be no contact with pupils under the terms of this contract.

The above determination is made by:

NAME: _____ Signature: _____ Date: _____

Superintendent/CBO (Print name and Signature)

18. DISTRICT Administrator of Agreement.

The point of contact for this agreement is:

Name: ANDREA SISSONS
Title: Chief Business Official
Telephone: (760) 782-3517
E-mail: Andrea.Sissons@warnerusd.net

19. Contractor Point of Contact:

Name: John and Mary Politano
Address: PO BOX 1522, San Marcos, CA 92079
Telephone: (760) 519-8991
E-mail:

20. Attorneys' Fees.

If suit is brought by either party to this Agreement to enforce any of its terms and the DISTRICT prevails in such suit, CONTRACTOR shall pay all litigation expenses incurred by DISTRICT, including attorney's fees, court costs, expert witness fees, and investigation expenses.

21. Governing Law.

The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego DISTRICT, California.

22. Entire Agreement/Amendment.

This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

IN WITNESS THEREOF the parties hereto have executed this Agreement as of the date herein above first written.

WARNER UNIFIED SCHOOL DISTRICT

Andrea Sissons, Chief Business Official
Name/Title

Authorized Signature

Date

CONTRACTOR

John Politano, Owner Mary Politano, Owner

Authorized Signature

Date

Consent Agenda

10

Agricultural Career Technical Education Incentive Grant 2021-2022 Application For Funding.

Estimated Total Award: \$8,520.00

I hereby certify that all information provided in this application is true and correct to the best of my knowledge and belief. I understand that the information provided in this application is subject to audit and that the information provided in this application is subject to review and approval by the local education agency and the state education agency.


Signature of Applicant
Date of Application


Signature of Local Agency Board Approval
Date of Local Agency Board Approval

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2021-22 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2021)

Warner Jr./Sr. High School

School Site

Warner Unified School District

District

Please include the following items with your application:

- ☒ Eligibility Determination Sheet
- ☐ Variance Request Form (if applicable)
- ☐ Quality Criterion 12 Form (if applicable)
- ☒ Award Estimator and Budget Sheet
- ☒ List of Agriculture Teachers

Certification: I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.

Signature of Authorized Agent

Signature of Agriculture Teacher
Responsible for the Program

CBO

Authorized Agent Title

Signature of Principal

Contact Phone Number: (760) 782-3517

Date of Local Agency Board Approval: 06/08/20

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2021-22 APPLICATION FOR FUNDING

California Department of Education
(Due Date: To be received in Regional Supervisor's Office by June 30, 2021)

Eligibility Determination Sheet

IN ORDER TO APPLY FOR FUNDING, YOU MUST MEET **ALL** THE QUALITY CRITERIA LISTED BELOW.

Please check each Quality Criteria you meet:

- ☒ 1. Curriculum and Instruction
- ☒ 2. Leadership and Citizenship Development
- ☒ 3. Practical Application of Occupational Skills
- ☒ 4. Qualified and Competent Personnel
- ☒ 5. Facilities, Equipment, and Materials
- ☒ 6. Community, Business, and Industry Involvement
- ☒ 7. Career Guidance
- ☒ 8. Program Promotion
- ☒ 9. Program Accountability and Planning

IF YOU CHECKED **ALL** THE REQUIRED QUALITY CRITERIA, PLEASE
CONTINUE TO THE NEXT PAGE OF YOUR APPLICATION.

If you **do not** meet one or more of the criteria listed above, you may submit a Variance Request Form for each unmet criterion.

A variance is a proposed plan to bring your program into compliance with all the quality criteria listed above, prior to the following year's application.

All variances must be approved with this application in order to be eligible for funding. Non-compliance with the terms of the approved variance will result in a loss of funds.

Will you be including a formal Variance Request Form for each unmet criterion?

☐ Yes ☒ No

IF YOU ARE REQUESTING ONE OR MORE VARIANCES, PLEASE COMPLETE A
VARIANCE REQUEST FORM FOR EACH AND CONTINUE TO THE NEXT PAGE OF
YOUR APPLICATION.

IF YOU DO NOT MEET **ALL** REQUIRED QUALITY CRITERIA LISTED ABOVE,
AND YOU ARE NOT SUBMITTING A VARIANCE REQUEST FORM

STOP

YOU ARE NOT ELIGIBLE TO APPLY FOR FUNDING THROUGH THE AGRICULTURAL
CAREER TECHNICAL EDUCATION INCENTIVE GRANT.

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2021-22 APPLICATION FOR FUNDING

California Department of Education
(Due Date: To be received in Regional Supervisor's Office by June 30, 2021)

AWARD ESTIMATOR

DATES OF PROJECT DURATION: JULY 1, 2021 TO JUNE 30, 2022

Applicant Information (please fill in the underlined fields)

Number of different agriculture teachers at site
(Please attach a separate list of agriculture teachers' names): 1

Total number of students from the prior fiscal year R-2 Report: 65

Number of teachers meeting Criterion 10 (Class size - See instructions): 1

Number of teachers meeting Criterion 11a (Year round employment - See instructions): 1

Number of teachers meeting Criterion 11b (Project supervision period - See instructions): 1

Do you meet all criteria on the attached Quality Criterion 12 Form (Y/N)? N

Award Calculations

Part 1: Based on your number of agriculture teachers at the site:
(Please attach a separate list of agriculture teachers' names):

\$ 4,000.00

Part 2: Based on \$8.00 per member listed on the R-2 Report:

\$ 520.00

Part 3a: Based on number of teachers meeting Criterion 10:

\$ 2,000.00

Part 3b: Based on number of teachers meeting Criterion 11a:

\$ 2,000.00

Part 3c: Based on number of teachers meeting Criterion 11b:

\$ 0.00

Part 4: Based on meeting all criteria on the Quality Criterion 12 Form:

\$ 0.00

Total Estimated Award:

\$ 8,520.00

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2021–22 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2021)

Budget Sheet

Incentive grant awards must be matched for each Account Number below (4000, 5000, and 6000). Account Number 4000 requires only the subtotal be matched, but Account Numbers 5000 and 6000 must be matched by line item. A waiver of matching must be approved for any instances where matching funds do not meet or exceed Incentive Grant funds.

Amount left to Allocate:

\$ 0.00

4000: Books & Supplies

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	Supplies and Equipment	\$ 2,000.00	\$ 2,000.00
Subtotal	N/A	\$ 2,000.00	\$ 2,000.00

5000 Services and Operating Expenses, including services of consultants, staff travel, conferences, rentals, leases, repairs, and bus transportation

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	Travel, Conferences	\$ 6,270.00	\$ 6,270.00
2.	Memberships	\$ 250.00	\$ 250.00
3.			
4.			
5.			
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9.			
10.			
Subtotal	N/A	\$ 6,520.00	\$ 6,520.00

6000 Capital Outlay, including sites, buildings, improvement of buildings, and equipment

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.			
2.			
3.			
4.			
5.			
Subtotal	N/A	\$ 0.00	\$ 0.00

Total Allocated Funds:

\$ 8,520.00

\$ 8,520.00

Calendar June 2021

Item	Description of Items of Funds	Grant Fund	Interest	Matching Funds	6000 Capital Outlay, including new building, improvement of bridge and equipment
1	Travel Expenses	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	
2	Memberships	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	
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	Memorial Day			1:30pm TK2 Rocks	7am Reminder to C	
6	7	8	9	10	11	12
			8am Preschool Gra 9:30am 6th Grade F 11am 8th Grade Pro 12:30pm Early out- 6pm High School G		7am Reminder to C	
13	14	15	16	17	18	19
					7am Reminder to C	
20	21	22	23	24	25	26
					7am Reminder to C	
27	28	29	30	Jul 1	2	3
					7am Reminder to C	

