

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

May 12, 2020

6:00 P.M.

LOCATION: ZOOM MEETING

Join Zoom Meeting

<https://zoom.us/j/93625213139?pwd=clUySVZCUVlrVXVOZm9JN2JHMkFkZz09>

Meeting ID: 936 2521 3139

Password: 6Q7Bjp

BOARD OF EDUCATION

JEANNEAN ROMBAL-PRESIDENT

MELISSA KROGH-VICE PRESIDENT

CAROLYN AUDIBERT-CLERK

PJ STONEBURNER-MEMBER

MELODY SEES-MEMBER

STUDENT MEMBER - Kimberly Venegas

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 - [Zoom Meeting at 5pm]

B. CALL TO ORDER

C. ROLL CALL

D. ACCEPTANCE OF CLOSED SESSION AGENDA

E. CLOSED SESSION

1. PERSONNEL MATTERS - The Governing Board will recess to closed session to consider personnel matters, including, but not limited to discipline, dismissals, releases, leaves, re-assignments, and resignations. Pursuant to Government Code 54957, 54957(b)(1), 54957(b) and 54957.6. Superintendent MacLeod's review.

CONVENE TO OPEN/REGULAR SESSION [Zoom Meeting at 6PM]

F. CALL TO ORDER

G. ROLE CALL

H. FLAG SALUTE

I. ACCEPTANCE OF OPEN AGENDA

J. REPORT OF ACTION TAKEN IN CLOSED SESSION

K. WELCOME-BOARD PRESIDENT

L. GENERAL BUSINESS

M. PUBLIC HEARINGS

N. APPROVAL OF MINUTES

1. Minutes of Regular Board Meeting, April 14, 2020

O. 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. RECOGNITION:
Student : N/A
Staff : N/A
 - ii. DISTRICT BRIEFING
 - iii. CHARTERS
 - iv. INDIAN ADVISORY COMMITTEE
6. BUSINESS MANAGER'S REPORT
7. BOARD REPORT

P. 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.

Q. SPECIAL PRESENTATION -Excel Academy

R. ACTION ITEMS

1. Consider approval to update the graduation requirements to include 10 hours of community service per academic school year.
2. Consider approval of Resolution 2019-2020-008, Resolution of Final Action to Reduce Services of Certificated Employees Due to a Reduction of Particular Kinds of Services.
3. Consider approval of WUSD State Preschool Annual Reports.
4. Consider approval of Excel Academy's Charter School Petition Material Revision.
5. Consider approval of the MOU between WUSD and Valley Center-Pauma Unified School District for operation of All Tribes Charter Schools.
6. Consider approval of the Agreement between WUSD and Hatch & Cesario for the 2020-2021 fiscal year.
7. Consider approval of the Contract for Annual Audit between WUSD and Wilkinson Hadley King & Co., LLP.

S. 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. Purchase Orders
2. Commercial Warrants
3. Consider approval of Resolution 2019-2020-009, Resolution Designating Authorized Agent To Receive Mail and Pick Up Warrants at the County Office of Education.
4. Consider approval of Resolution 2019-2020-010, Payment Order Resolution.
5. Consider approval of Resolution 2019-2020-011, Resolution Authorizing the County Office of Education Credentials Department to Release Credential Held Warrants to Employees.
6. Consider approval of Resolution 2019-2020-012, Resolution Designating Authorized Agent To Sign School Orders (Commercial Warrants).
7. Consider approval of Resolution 2019-2020-013, Authorizing the Replacement of Warrants.

**T. FIRST READING OF GOVERNING BOARD POLICIES, NEW ADMINISTRATIVE REGULATIONS,
AND EXHIBITS :**

U. INFORMATION ITEMS AND DISCUSSION

1. District Enrollment 2019-2020

Preschool	August	September	October	November	December
	14	21	21	19	20
January	February	March	April	May	June
22	22	22	22	21	

Class	August	September	October	November	December
Elementary	117	111	109	109	117
Middle School	33	30	31	32	32
High School	56	56	59	61	63
Total		197	199	202	212

Class	January	February	March	April	May
Elementary	116	119	120	120	119
Middle School	32	32	32	34	35
High School	62	58	59	59	59
Total	210	209	211	213	213

Class	June
Elementary	
Middle School	
High School	
Total	

2. Inter-District Attendance Permits

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

3. Williams Complaints: None

4. Activities Calendar - Activities are cancelled due to school closure.

V. BOARD COMMUNICATION

W. ANNOUNCEMENT OF NEXT MEETING AND ADJOURNMENT

Monday, June 8, 2020

Minutes

Regular Meeting April 14, 2020

WARNER UNIFIED SCHOOL DISTRICT
MINUTES OF REGULAR MEETING OF THE GOVERNING BOARD

April 14, 2020

- A. REGULAR SESSION** - [Zoom meeting at 6 pm]
- B. CALL TO ORDER:** The meeting was called to order at 6:04 PM by Jeannean Rombal, President of the Governing Board.
- C. ROLL CALL:** Members present: Audibert, Krogh, Rombal, Sees and Stoneburner. Absent: None
EMPLOYEES PRESENT: MacLeod, Sissons and Hill.
VISITORS: Kelcy Sutton, Kimberly Venegas
- D. FLAG SALUTE**
- E. ACCEPTANCE OF OPEN AGENDA:** Motion to accept Open Agenda passed by unanimous vote, (5-0).
- F. WELCOME-BOARD PRESIDENT:** Jeannean Rombal
- G. GENERAL BUSINESS:** None
- H. PUBLIC HEARINGS:** None
- I. APPROVAL OF MINUTES:**
 - 1. Minutes of the Regular Board meeting, March 10, 2020 and Special Board meeting, March 12, 2020. Motion passed by unanimous vote, (5-0).
- J. REPORTS**
 - 1. Student Body Representative: Kimberly Venegas
 - 2. Association of Warner Educators: None
 - 3. California School Employees Association: None
 - 4. Parent Teacher Community Club: Melissa Krogh noted that PTCC held a Zoom meeting on March 13 and that club business is on hold due to school closure. Additionally, their fundraising efforts had to stop.
 - 5. Superintendent's Report:
 - i. **RECOGNITION:** There was no student of the month. Superintendent MacLeod recognized the essential staff who are working on site each week. They are Ben Witty, Blanca Sanchez, Carla Holt, Donnie Holt, Inocente Reyes, Julie Osuna, Lorenzo Rodriguez, Patrick Humphrey, Rhonda Hill and Shannon Stein. Finally, Superintendent MacLeod discussed options for a High School graduation during the coronavirus pandemic including a virtual ceremony or drive-in style.
 - ii. **DISTRICT BRIEFING:** Superintendent MacLeod reported that the Warner Resource Center has remained locked. He informed Board members that Packets for weeks 5-8 would be going out on April 17. He said the High School counselor, Kelcy Sutton was instrumental with helping students apply for and getting accepted into college.
Student
Member, Kimberly Venegas said she was accepted into a college in Oregon. Superintendent MacLeod also said the District is moving forward on drinking fountains.
 - iii. **CHARTERS:** None
 - iv. **INDIAN ADVISORY COMMITTEE:** None
 - 6. **BUSINESS MANAGER'S REPORT:** Andrea Sissons updated the Board on food distribution. She discussed action taken to work with a vendor to start providing three of the five meals that are being sent home to students, which would provide one hot meal and change distribution days from Fridays to Mondays. Additionally, more snacks will be provided courtesy of the After School Program funds. There is a potential deferral for COLA. Andrea said that reserves are in good shape and that she has her preliminary budget for May and another for June.
 - 7. **BOARD REPORT:** Melody Sees and PJ Stoneburner noted that the California Elected Guide does not reflect accurate information for them on their website, and the school website is inaccurate as well. Melissa Krogh recognizes a need to help schools stay informed with the latest information during the current pandemic and is sharing such data between her employer; Julian Union High School and WUSD. Carolyn Audibert said that there is no change to the prom date, but the venue wants confirmation by May 1, 2020. PJ said he is staying positive; making masks and helping his children with their packets and making lunches.
- K. PUBLIC HEARINGS-HEARING OF PUBLIC ON NON - AGENDA ITEMS:** None
- L. SPECIAL PRESENTATION:** None

M. ACTION ITEMS:

1. Consider approval of the Coronavirus Emergency Resolution 2019-2020-007. Prior to voting, Melissa Krogh raised the question as to whether or not we were waiving graduation requirements. Motion passed by unanimous vote, (5-0).
2. Consider approval for Superintendent MacLeod to renew the MOU between the Warner Unified School District and All Tribes American Indian Charter School Operating All Tribes Charter. Correction was made to reflect that this action item is simply an acceptance of the All Tribes Petition. Change was voted on. Motion passed by unanimous vote, (5-0). Motion to accept All Tribes Renewal Petition passed by unanimous vote, (5-0).
3. Consider approval of Project - Well Evaluations - Warner Unified School District, performed by Cascade Drilling & Technical Services. Motion passed by unanimous vote, (5-0).

N. CONSENT AGENDA

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

Vice President Krogh noticed that the contracts provided by Lifetouch had old contact information and needed to be corrected. Employee, Rhonda Hill said she already spoke with the contact at Lifetouch and that he was unable to get a corrected version to her in time for the Board meeting. She advised that the contract will be reissued. Motion passed by unanimous vote, (5-0).

1. Purchase Orders
2. Commercial Warrants
3. Consider approval of the Elementary Lifetouch Portrait Agreement for the 2020-2021 school year.
4. Consider approval of the High School Lifetouch Portrait Agreement for the 2020-2021 school year.

O. FIRST READING OF GOVERNING BOARD POLICIES, NEW ADMINISTRATIVE REGULATIONS, AND EXHIBITS.

P. INFORMATION ITEMS AND DISCUSSION:

1. **DISTRICT ENROLLMENT 2019 – 2020** : Board noted the enrollment has gone up.

Preschool	August	September	October	November	December
	14	21	21	19	20
January	February	March	April	May	June
22	22	22	22		

Class	August	September	October	November	December
Elementary	117	111	109	109	117
Middle School	33	30	31	32	32
High School	56	56	59	61	63
Total		197	199	202	212

Class	January	February	March	April	May
Elementary	116	119	120	120	
Middle School	32	32	32	34	
High School	62	58	59	59	
Total	210	209	211	213	

2. Inter-District Attendance Permits: None

- i. New-out-0
- ii. New-in-0
- iii. Renew-in-0
- iv. Renew-out-0

3. Williams Complaints: None

4. Activities Calendar: Viewed

Q. BOARD COMMUNICATION: Superintendent MacLeod is due for a review in May or June.

R. ANNOUNCEMENT OF NEXT MEETING AND ADJOURNMENT: Next meeting, May 12, 2020 at 6:00 PM. This meeting adjourned at 7:06 pm.

Secretary of the Governing Board

Clerk

ACTION ITEM

1

TOPIC: Consider approval to update the Graduation Requirements to include 10 hours of community service per academic school year.

DESCRIPTION: Let the Graduation Requirements reflect that students grades 9-12 will be required to fulfill 10 hours of community service per academic school year.

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval.

Warner Unified School District



Graduation Requirements

Total Credits: 225

10 Hours of Community Service per Academic School Year

Social Studies: 30 Credits

WH1	WH2	US1	US2	GOV	ECON
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English: 40 Credits

9A	9B	10A	10B	11A	11B	12A	12B
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Math: 20 Credits (*UC/CSU: 3 years required, 4 years recommended*)

1A	1B	2A	2B
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Life Science: 10 Credits (*UC/CSU: 2 years required, recommend 3 years of Lab Science*)

AgBio1	AgBio2
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Physical Science: 10 Credits

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Physical Education: 15 Credits

Health: 5 Credits

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Fine Arts/Foreign Language: 10 Credits

(*UC/CSU: Foreign Language other than English 2 years required, 3 recommended. Visual and Performing Arts need 1 year.*)

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Electives: 80 Credits

(*UC/CSU: One year of College Prep Elective*)

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College/Career: 5 Credits

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Warner Unified School District



Community Service Log Sheet

Take this sheet with you to your volunteer assignment and have it filled out each time you work.

Name: _____ Organization: _____ Sheet ____ of ____

Date	Number of hours worked	Duties Performed	Supervisor Comments and Initials*	Student Comments (Use another sheet if needed.)

****Will be kept in a binder in Mrs. Suttons Office****

ACTION ITEM

2

TOPIC: Consider approval of Resolution 2019-2020-008, Resolution of Final Action to Reduce Services of Certificated Employees Due to a Reduction of Particular Kinds of Services.

DESCRIPTION: Elimination of 0.8 FTE - Reading Specialist.

FISCAL IMPACT: Savings of \$ 70,000.00/year

RECOMMENDATION: Recommend approval.

**WARNER UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

RESOLUTION NO. 2019-2020-008

**RESOLUTION OF FINAL ACTION TO REDUCE SERVICES OF
CERTIFICATED EMPLOYEES DUE TO A REDUCTION
OF PARTICULAR KINDS OF SERVICES**

WHEREAS, on March 12, 2020, the Board of Education adopted Resolution Number 2019-2020-005 and 2019-2020-006 attached hereto as Exhibit A and Exhibit B, authorizing and directing the Superintendent or designee to notify affected employees of the Board's decision to eliminate .8 FTE positions in the District effective at the end of the 2019-2020 school year based on a reduction or discontinuance of particular kinds of service and pursuant to Education Code sections 44949 and 44955;

WHEREAS, the Superintendent or designee duly and properly served notice on the affected certificated employees listed in Exhibit C on or before March 15, 2020, indicating that the Board of Education did not intend to reemploy these employees for the 2020-2021 school year to the extent indicated in Resolution No. 2019-2020-005;

WHEREAS, the certificated employees listed in Exhibit C were informed of their right to request a hearing and that failure to do so in writing would constitute a waiver of their right to a hearing;

WHEREAS, the certificated employees listed in Exhibit C did not submit a timely request for a hearing and no layoff hearing was held;

WHEREAS, section 44949 of the California Education Code requires the Board of Education to make the final decision as to the sufficiency of the cause and disposition regarding certificated employee layoffs; and

THE BOARD HEREBY FINDS sufficient cause for not reemploying the certificated employee listed in Exhibit C as outlined in Exhibits A and B; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Superintendent or designee is authorized and directed to take all actions necessary to implement this Resolution, including final notice to the employees listed in Exhibit C that they will be released from their current position for the 2020-2021 school year; and

BE IT FURTHER RESOLVED that the services set forth in Resolution Nos. 2019-2020-005 and 2019-2020-006 be eliminated or reduced commencing with the 2020-2021 school year as described in those Resolutions and the Superintendent or his authorized representative is directed to send an appropriate notice in accordance with the provisions of California Education Code section 44949 and section 44955 to the employee in Exhibit C whose positions will be reduced pursuant to the final decision adopted by the Board of Education; and

BE IT FURTHER RESOLVED that after the notice is sent to employees in Exhibit C whose positions are to be reduced for the 2020-2021 school year, the Superintendent is directed, consistent with budget constraints, to continuously review for recommendation and restoration of positions in accordance with the needs of the District and the Education Code.

PASSED AND ADOPTED by the Warner Unified School District Board of Education on this 12th day of May, 2020, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Jeaninne Rombal
President of the Board of Education

ATTESTED TO:

David MacLeod, Superintendent
Secretary of the Board of Education

EXHIBIT A

Resolution 2019-2020-005

WARNER UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

RESOLUTION NO. 2019-2020-005

RESOLUTION OF INTENTION TO TERMINATE
CERTIFICATED EMPLOYEES DUE TO A REDUCTION
OF PARTICULAR KINDS OF SERVICES

WHEREAS, the Board of Education of the Warner Unified School District has determined that it shall be necessary to reduce or discontinue the particular kinds of services of the District as itemized in Exhibit "A" at the close of the current school year; and

WHEREAS, it shall be necessary to terminate at the end of the 2019-2020 school year, the employment of certain certificated employees of the District as a result of this reduction or discontinuance in particular kinds of services;

WHEREAS, Education Code section 44955, subdivision (b), states that an employee who is "competent" to render a service must be retained in favor of an employee with less seniority, but does not define the term "competent;"

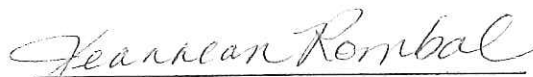
NOW, THEREFORE, BE IT RESOLVED that the Superintendent or designee is directed to send appropriate notices to all employees whose services shall be terminated by virtue of this action. Nothing herein shall be deemed to confer any status or rights upon temporary or categorically funded project certificated employees in addition to those specifically granted to them by statute.

BE IT FURTHER RESOLVED that for the purposes of Education Code section 44955, subdivision (b), the term "competent" shall be defined as described in Exhibit "B."

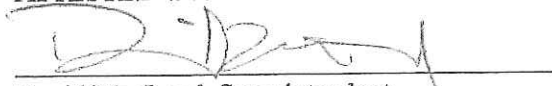
PASSED AND ADOPTED by the Warner Unified School District Board of Education on this 12th Day of March, 2020, by the following vote:

AYES: 4
NOES: 0
ABSTAIN: 0
ABSENT: 1 PJ

Casslyn - Motioned
Melody - 2nd


Jeannean Rombal
President of the Board of Education

ATTESTED TO:


David MacLeod, Superintendent
{SR131524.DOC}

RESOLUTION NO. 2019-2020-005
EXHIBIT A

The Superintendent recommends that the Board of Education adopt a resolution to reduce the programs and services for 2020-2021 as follows:

<u>Services</u>	<u>Number of Full-Time Equivalent Positions</u>
Reading Specialist	0.8 FTE
Total Full Time Equivalent Reduction	.8 FTE

Carolyn - Motioned
Melody - 2nd

4-0
+1 student

1 Absent

RESOLUTION NO. 2019-2020-005
EXHIBIT B

Competency Criteria

For the purposes of Education Code section 44955, subdivision (b), and due to the District's legal requirement under Education Code section 44225.7 to recruit and employ a fully-prepared teacher prior to recruiting and employing a teacher whom has not completed a teacher preparation program, the term "competent" shall refer to a certificated employee who is in current possession of a valid preliminary or clear credential for the subject matter or grade level as of March 15, 2020.

EXHIBIT B

Resolution 2019-2020-006

WARNER UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

RESOLUTION NO. 2019-2020-006

RESOLUTION ADOPTING TIE-BREAKING CRITERIA
FOR CERTIFICATED LAYOFF EFFECTIVE JULY 1, 2020

WHEREAS, the Board of Education has identified the District's needs, pursuant to Education Code section 44955, to be applied in the event that it is necessary to determine the order of termination for employees who first rendered paid service to the District on the same day ("Seniority Date");

NOW, THEREFORE, BE IT RESOLVED that for the layoff effective July 1, 2020, the following tie-breaking criteria shall be applied for employees sharing the same Seniority Date:

<u>Criteria</u>	<u>Points</u>
<i>Teaching or Services Credential (e.g., Multiple or Single Subject) authorizing service for the District</i>	<i>1 per credential</i>
<i>Supplemental subject matter authorizations, authorizing service for the District</i>	<i>1 per authorization</i>
<i>Possession of active credential(s) authorizing service for the District</i>	<i>3 for each professional clear 2 for each preliminary 1 for each of any other credential</i>
<i>Column placement on salary schedule</i>	<i>1 per applicable column</i>
<i>Possession of Bilingual Cross-Cultural Language and Development certificate</i>	<i>1 for the certificate</i>

BE IT FURTHER RESOLVED that the criteria shall be applied as follows:

1. Points will be awarded based upon these criteria. Employees with a greater number of points shall be considered more senior than employees with a fewer number of points.
2. If application of the criteria fails to resolve a tie, the tied employees will be ranked in the following categories: (a) professional clear credential, (b) preliminary credential, (c) intern credential, (d) emergency, pre-intern, permit holder, and other. Among employees within each category, the employee with the earliest date of issuance of the credential or permit shall be considered the more senior employee.
3. If application of the criteria above fail to break a tie, then the tie shall be broken by a lottery conducted by the Superintendent or designee.

PASSED AND ADOPTED by the Warner Unified School District Board of Education on this
13th day of March, 2020, by the following vote:

AYES:

4

NOES:

0


ABSTAIN:

0

ABSENT:

1

Melissa Mott
CNS 2020


Jeannean Rombal
President of the Board of Education

ATTESTED TO:



David MacLeod, Superintendent
Secretary of the Board of Education

EXHIBIT C

William Roder

ACTION ITEM

3

TOPIC: Consider approval of WUSD State Preschool Annual Reports.

DESCRIPTION: Preschool Annual Reports

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval.

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

Contractor Legal Name Warner Unified School District State Preschool	
Contract Type and/or FCCHEN CSPP	Age Group (Infant/Toddler, Preschool, School-Age) Preschool
Planning Date November 19, 2019	Lead Planner Name and Position Robyn Hall Preschool Teacher
Follow-up Date(s) March 10, 2020	Lead Planner Name and Position

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

Key Findings from Developmental Profile	Action Steps (Including planned learning opportunities, interactions and teaching strategies, environment and materials, family engagement)	Expected Completion Date and/or Ongoing Implementation and Persons Responsible	Follow-Up and Reflection (Changes made, date completed, time extended)
Ask: Developmentally, what do we know about the children currently enrolled in our classroom? The majority of the children were developing normally at a Building Early to Building Later. Some of the children needed extra help in the COG areas. 6 Cognitive Areas with 18 children 1.Spatial Relationship IEP-1-Exploring later ,1-building early,1-responding early 2.Classification 1-responding early,1-responding later,1-exploring early,6-exploring later,2-building early,4-building middle, 4-building later 3.Number sense of quality 1-responding early,1-responding later,1-exploring early,6-exploring later,2-building early,4-building middle, 4-building later 4. Number Sense of Math Operations 3-exploring early,6-exploring later,2-building early2- building early,3-building middle, 4-building later	Ask: What goals can we set to meet the needs of the children currently enrolled in our classroom? The Goal is to set up opportunities for more math exposures and do small group and large group activities. Exposing them to the process of math concepts. Action Steps <ul style="list-style-type: none"> • Multitatives set up • Math books • Number puzzles • Counting beads • Adding items • Collection walks • writing numbers 	Ask: How do we accomplish our classroom goals?? Robyn Hall will be responsible for the completing and setting up circle time activities and table time math activities. The teacher will observe and use anecdotal notes ,running records and picture documents and help to determine the developmental level. I will observe: <ul style="list-style-type: none"> • Counting • Comparison • Classification • number sense • patterning • measurements 	Ask: By when? March 5 ,2020 What I, Robyn Hall implemented was more math activities multitatives in the center areas and at circle time.

5.Measurment 4-exploring early,5-exploring later,3-building early,4-building middle, 2-building later 6.Patterning 2-exploring early,5-exploring later,2-building early,4-building middle, 3 -building later			

Fiscal Year 2019-20

EESD 4001

Program Review Instrument – Summary of Findings

Contractor Legal Name Warner Unified School District State Preschool		Vendor Number 2471
Contract Type CSPP	Age Group (Infant/Toddler, Preschool, School-Age) Preschool	
Planning Date 2-19-2020	Lead Planner Name and Position Robyn Hall -Preschool Lead Teacher	

Summary of Findings and Action Plans

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

INVOLVEMENT

☐ EES-01: Plan for Parent Involvement

(CCTR, CSPP, CMIG, CHAN, CFCC)

In the parent handbook it explains that parents are invited to come to help in the classroom , go on fieldtrips and get involved in meetings and workshops

Robyn Hall is responsible for this action

Corrective Action Plan:

Set up parent workshops

partnership with other companies to set opportunities

GOVERNANCE AND ADMINISTRATION

☐ EES-02: Family Eligibility Requirements

(CCTR, CSPP, CMIG, CHAN, CFCC, CAPP, CMAP, C2AP, C3AP)

Preschool enrollment clerk Julie Osuna has the information for this and uses

Corrective Action Plan:

☐ EES-03: Child Need Requirement Verification

(CCTR, CSPP, CMIG, CHAN, CFCC, CAPP, CMAP, C2AP, C3AP)

Preschool enrollment clerk -Blanca Sanchez has the information for this and uses

Corrective Action Plan:

☐ EES-04: Recording and Reporting Attendance

(CCTR, CSPP, CMIG, CHAN, CFCC, CAPP, CMAP, C2AP, C3AP)

The attendance clerk has the reports and is responsible for the reports with the help of the Preschool Teacher -Robyn Hall

Corrective Action Plan:

☐ EES-05: Correct Fee Assessed

(CCTR, CSPP, CMIG, CFCC, CAPP, CMAP, C2AP, C3AP)

Updated information is used for accuracy. This is done by Julie Osuna

Corrective Action Plan:

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

Corrective Action Plan:

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

N/A

Corrective Action Plan:

STANDARDS, ASSESMENT, AND ACCOUNTABILITY

- ☐ EES-08: Desired Results Profile and Data
(CCTR, CSPP, CMIG, CHAN, CFCC)
DRDP are done for the Fall and Spring 2019-20 by Robyn Hall

Corrective Action Plan:

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

Corrective Action Plan:

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

Corrective Action Plan:

Andrea Sissons is responsible for this action and does it once a year

STAFFING AND PROFESSIONAL DEVELOPMENT

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

Corrective Action Plan:

Attending Professional development workshops

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

Our staff is qualified teacher has Teacher permit / director has Master Degree

Corrective Action Plan:

☐ EES-13: Staff-Child Ratios

(CCTR, CSPP, CMIG, CHAN)

Our ratios are in the standard requirements 8 to 1 Title 5 regulations

Corrective Action Plan:

OPPORTUNITY AND EQUAL EDUCATIONAL ACCESS

☐ EES-14: Family Selection

(CCTR, CSPP, CMIG, CHAN, CFCC, CAPP, CMAP)

Families are selected on first come priority and with all documents completed

Corrective Action Plan:

☐ EES-15: Compliance with Due Process

(CCTR, CSPP, CMIG, CHAN, CFCC, CAPP, CMAP, C2AP, C3AP)

All requirements are in the Parent handbook

Corrective Action Plan:

☐ EES-16: Refrain from Religious Instruction

(CCTR, CSPP, CMIG, CHAN, CFCC)

requirements met

Corrective Action Plan:

☐ EES-17: Services Responsive to Family Needs

(CRRP)

N/A

Corrective Action Plan:

TEACHING AND LEARNING

☐ EES-18: Environment Rating Scale

(CCTR, CSPP, CMIG, CHAN, CFCC)

ECRs was done in 2018 was suppose to be done this year but COVID -19 came

Corrective Action Plan:

☐ EES-19: Nutritional Needs

(CCTR, CSPP, CMIG, CHAN, CFCC)

Free Lunch and snacks are provided and monthly menu is provided and taken care by Office staff

☐ EES-20: Health and Social Services

(CCTR, CSPP, CMIG, CHAN, CFCC)

ASQ's are done and determines if a referral is needed if SPED is contacted.

Corrective Action Plan:

Fiscal Year 2019-20
EESD 4002

Contractor Legal Name Robyn	
Contract Type and/or FCCHEN CSPP	Age Group (Infant/Toddler, Preschool, School Age) Preschool
Planning Date 11-19-2019	Lead Planner Name and Position Robyn Hall
Follow-up Date(s) 3-10-2020	Lead Planner Name and Position

Subscales and Average Scores	Key Findings from Environment Rating Scale (ERS Items)	Action Steps (Include instructional materials, training needs, change to schedules, space, and supervision.)	Expected Completion Date and Persons Responsible	Follow-Up and Reflection (Changes made, date completed, and time extended.)
From the ECERs in 2018	1. Personal Care a. Meals and Snacks b. Toileting/Diapering	1. For Personal Care the action steps were to add times in the schedule and to have someone by the bathrooms when someone is in the bathroom. Snacks and meals have added healthier options and family style.	Robyn Hall 3-10-2020	We did not have an ECERs review this year.
1. Personal Care 2.83	2. Language and Reasoning a. Books and Pictures	2. We have added age appropriate books and pictures are up in the room.		
2. Language and Reasoning 3.50	b. Using language to develop Reasoning Skills	We are using open ended questions in our conversions.		

SUMMARY OF SCORES FOR THIS SESSION

1. Space and Furnishings:	39	8	4.88
II. Personal Care Routines:	17	6	2.83
III. Language and Reasoning:	14	4	3.50
IV. Activities:	56	10	5.60
V. Interaction:	19	5	3.80
VI. Program Structure:	20	4	5.00
VII. Parents and Staff:	41	6	6.83
	206	43	4.79

Fiscal Year 2019-20
EESD 4003

California Department of Education
Early Education and Support Division
March 2017

Parent Survey Summary of Findings

Contractor Legal Name Warner Unified School District State Preschool	Contract Type and/or FCCHEN CSPP-2471
Planning Date 11-19-2019	Lead Planner Name and Position Robyn Hall - Preschool Teacher
Follow-up Date(s) 3-10-2020	Lead Planner Name and Position

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

Key Findings from Parent Surveys	Action Steps (Including communication, training, schedule, space, instructional materials, and supervision changes)	Expected Completion Date and/or Ongoing Implementation and Persons Responsible
60% of the parents answered the survey <ul style="list-style-type: none"> 9.1% said they wanted more information. How children develop at different ages. 	Communication: <ul style="list-style-type: none"> Learning Genie is used as a form of information so the parents can see what their child is at developmentally Have Conferences to discuss development. 	May 2020/ongoing implementation Robyn Hall is responsible
9.1% said they wanted more information <ul style="list-style-type: none"> find other services in the community get involved with your child's program 	Materials: <ul style="list-style-type: none"> Provide information on services that will help the family (ED.gov) Have open dialogue with families on how to get involved 	May 2020/ongoing implementation Robyn Hall is responsible

Fiscal Year 2019-20
EESD 4004

[illegible]

	<ul style="list-style-type: none"> • Begin to add numbers • Identify how to classify • Demonstrate to put items in patterns
Action Steps .e. address activity planning, curriculum modifications, materials required, staff or program schedules, child-staff interactions, classroom use of space, professional development, parent education, and/or community outreach)	In our action steps we will provide <ul style="list-style-type: none"> • counting objects and manipulatives • Demonstrate how to count and put in patterns and classify • Provide math books • provide puzzles • provide a time to have small and large group activities
: How does the program get there?	The program needs to provide these basic skills in everyday settings so the child have the opportunities o make it a natural process.
Expected Completion Date and/or Ongoing Implementation and Persons Responsible	Lead teacher -Robyn Hall will implement these action steps in May 2020
By when?	This will be an ongoing implementation and we will be checked on by David Macleod bu October 2020

May 12, 2020

Warner Unified School District State Preschool Annual Reports

EESD 3900 Fall Desired Result Developmental Profile Summary Of Findings

EESD 4000 Program Self-Evaluation Process

EESD 4001 Program Review Instrument -Summary Of Findings

EESD 4003 Parent Survey -Summary of Findings

EESD 4004 Desired Results Developmental Profile- Summary of Findings / Program Action Plan Educational Goal

Board Of Education:

Jeannean Rombal- President

Signature_____

Melissa Krogh-Vice President

Signature_____

Carolyn Audibert-Clerk

Signature_____

PJ Stoneburner-Member

Signature_____

Melody Sees-Member

Signature_____

David Macleod- Superintendent

Signature_____

Parent Education and Involvement Plan

Orientation for parents

2 PAC meetings with parents yearly

At least 1 parent workshop yearly

Parents can volunteer as long as volunteer procedures are followed

Offer services with Borrego Health with physicals if possible and dental assessments

Offer services with Shipleys vision and hearing assessments

Offer speech assessments with school district

Implement ASQ-3 assessments and give referrals as needed

Invite parents for conferences 2 times yearly

Pass out Parent surveys and give information requested as needed

Invite parents to school events such as Fall Festival, student of the month, Read with DR.

Suess, themed class parties and Mother's Day Luncheon

Evidence

Completed parent/teacher conferences

Open door policy statement from parent handbook

Parent advisory committee agenda

Parent education and involvement plan

Parent orientation materials in parent handbook

The front office person is in charge of enrollment and has an individual orientation meeting with parent

ACTION ITEM

4

- TOPIC:** Consider approval of Excel Academy's Charter School Petition Material Revision. *Available to read in the District Office.
- DESCRIPTION:** Community Collaborative Charter Schools is seeking a corporate name change to "Excel Academy Charter Schools," effective July 1, 2020, upon agreement by all CCCS-operated charter schools' respective charter authorizers. A copy of the filed stamped Certificate of Amendment shall be submitted to Warner Unified School District upon approval of the corporate name change, and all references to "Community Collaborative Charter Schools" or "CCCS" in this charter shall be understood to mean "Excel Academy Charter Schools."
- FISCAL IMPACT:** N/A
- RECOMMENDATION:** Recommend approval.

TOPIC: Consider approval of the MOU between WUSD and Valley Center-Pauma Unified School District for operation of All Tribes Charter Schools.

DESCRIPTION: This Memorandum of Understanding for Operation of All Tribes Charter Schools ("Agreement") within Valley Center-Pauma Unified School District, effective July 1, 2020, and expiring on June 30, 2025. If either of the Charter Schools' charters are revoked or the Charter Schools cease operations prior to the expiration of the term of the charters, this Agreement shall immediately terminate.

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval.

**MEMORANDUM OF UNDERSTANDING
FOR
OPERATION OF ALL TRIBES CHARTER SCHOOLS**

This Memorandum of Understanding for Operation of All Tribes Charter Schools ("Agreement") is made and entered into as of this 1st day of July, 2020 ("Effective Date"), by and between the Warner Unified School District ("Warner"), and Valley Center-Pauma Unified School District ("Valley Center-Pauma"). Warner and Valley Center-Pauma are each referred to as a "Party" and together as the "Parties."

RECITALS

WHEREAS, Warner is the chartering authority of All Tribes Elementary Charter School and All Tribes Charter School ("All Tribes" or "Charter Schools"), both of which are operated by All Tribes American Indian Charter School, a California nonprofit public benefit corporation ("Non Profit"); and

WHEREAS, the Charter Schools operate a classroom-based program in a facility owned by Non-Profit, located within the geographical boundaries of Valley Center-Pauma in San Diego County (the School Facility), and serve a student population comprised primarily of American Indian students residing on reservation properties located within Valley Center-Pauma; and

WHEREAS, Warner, having granted the Charter Schools' charters for a term of five years, beginning on July 1, 2020 and expiring June 30, 2025, has assumed certain oversight responsibilities of the Charter Schools pursuant to the California Charter Schools Act (Cal. Ed. Code, § 47600 *et seq.*); and

WHEREAS, Warner and All Tribes have entered into memoranda of understanding (MOUs") setting forth the respective obligations of Warner and All Tribes governing their respective fiscal and administrative responsibilities, their legal relationship, and other matters of mutual interest not otherwise addressed or resolved in the terms of the Charter Schools' charters;

WHEREAS, pursuant to the above-mentioned MOUs, All Tribes has agreed to indemnify, defend, and hold harmless Warner from any and all risks and damages associated with a lawsuit or legal challenge related to the location and operation of the Charter School outside of the District's boundaries; and

WHEREAS, the Parties understand that Education Code section 47605.1 generally restricts the location of charter schools to the geographical boundaries of the charter entity that granted the charter petition; and

WHEREAS, the Parties understand and agree that due to the specialized nature of the programming offered by the Charter Schools, and the student population served by the Charter Schools, which consists primarily of American Indian students, the Charter Schools have not been able to locate within the geographical boundaries of Warner; and

WHEREAS, the Parties further agree that allowing the Charter Schools to continue to operate within the geographical boundaries of Valley Center-Pauma is in the best interest of the Parties and the student population served by the Charter Schools.

NOW THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, the Parties do agree as follows:

AGREEMENT

1. Recitals. The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by reference.

2. Term and Renewal. This Agreement shall commence on the Effective Date and shall cover the remaining term of the Charter Schools' charters, expiring on June 30, 2025 unless earlier terminated as provided herein or pursuant to law. If either of the Charter Schools' charters are revoked or the Charter Schools cease operations prior to the expiration of the term of the charters, this Agreement shall immediately terminate. This Agreement may be renewed by mutual written agreement of the Parties.

3. Responsibility for Facility and Charter Schools. Warner shall be solely responsible for the upkeep, maintenance, repair, and oversight of the School Facility, all in accordance with the terms and conditions of the All Tribes' charters, the MOUs between Warner and the Charter Schools, and applicable law. Valley Center-Pauma shall have not have any obligations with regard to the School Facility or the Charter Schools' operations.

4. Use of School Facility. Warner hereby certifies that the School Facility shall be used exclusively to house the Charter Schools, and shall not be used for any other purpose or in any other manner without the prior written approval of Valley Center-Pauma.

5. Dispute Resolution. Any and all disputes arising out of the interpretation or performance of this Agreement shall be subject to the following procedure until a resolution is reached. Once the Parties have exhausted the procedures stated in (a)-(c), below, each Party may pursue a remedy as entitled to them by law.

- a. The disputing Party shall provide written notice of the dispute to the other Party. Thereafter, the parties or their designees shall meet within thirty (30) days to attempt informal resolution of the dispute.
- b. In the event this informal meeting fails to resolve the dispute, both parties or their designees, within sixty (60) days counting from the initial informal meeting date, shall identify two governing board members from their respective boards who shall jointly meet with the Parties or their designees and attempt to resolve the dispute.
- c. If this joint meeting fails to resolve the dispute, the Parties shall enter into non binding mediation before a mutually agreed upon mediator, with the costs of the non-binding mediation to be split evenly between the Parties. The format of the mediation shall be developed jointly by the Parties, and shall incorporate informal rules of evidence and procedure, unless both parties agree otherwise. Notwithstanding the foregoing, the findings or recommendations of the mediator shall be non-binding, unless the governing boards of the Parties jointly agree to bind themselves.

6. Applicable Law. This Agreement shall be governed by and interpreted under the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement

shall be brought solely in the Superior Court of the State of California for San Diego County, subject to a motion for transfer of venue.

7. Severability. If any provision or any part of this Agreement is for any reason held to be invalid and/or unenforceable or contrary to public policy, law, statute, or ordinance by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

8. Assignment. The Parties shall not assign or transfer any of its obligations, rights, or duties under this Agreement. Any such purported assignment or transfer shall be void, and shall constitute a breach of this Agreement.

9. Amendments. This Agreement may be amended only by a writing signed by all the Parties.

10. Entire Agreement; Conflicts. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and no prior agreement, statement, promise, or representation made by any party, employee, officer, or agent which is not contained herein shall be binding or valid.

11. Binding Effect. This Agreement is for the benefit of and shall be binding on all Parties and their respective successors.

12. Interpretation. The language of all parts of this Agreement shall, in all cases, be construed as a whole according to its fair meaning and not in favor of nor against any of the Parties as draftsman or otherwise.

13. Waiver. No waiver of default in any of the terms, covenants, or conditions in this Agreement shall be a waiver of any subsequent default of the same or any other terms, covenants or conditions herein contained.

14. Execution by Facsimile or in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement. Facsimile signature pages transmitted to other Parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

15. Warrant of Authority. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the Party indicated, and each of the Parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement

16. Approval and Ratification. This Agreement shall be enforceable only following execution by both parties and ratification or approval by the governing boards of each of the Parties.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first set forth above.

Warner Unified School District

By: _____
David MacLeod
Its: Superintendent

Valley Center-Pauma Unified School District

By: _____
Ron McCowan
Its: Superintendent

ACTION ITEM

6

TOPIC: Consider approval of the Agreement between WUSD and Hatch & Cesario for the 2020-2021 fiscal year.

DESCRIPTION: Attorney agrees to provide Client with consulting, representational and legal services pertaining to special education and general student matters as requested by Client.

FISCAL IMPACT: Rate Schedule:

Partners	\$260.00
Of-Counsel	\$260.00
Senior Associate	\$240.00
Associate	\$235.00
Education Consultant	\$200.00
Law Clerk	\$155.00
Paralegal	\$150.00

RECOMMENDATION: Recommend approval.

HATCH & CESARIO

ATTORNEYS-AT-LAW

AGREEMENT FOR LEGAL SERVICES

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 as requested by Client. This Agreement and Attorney's services do not include representation in administrative and judicial proceedings or appeals of special education or other matters.

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	\$260.00
Of-Counsel	\$260.00
Senior Associate	\$240.00
Associate	\$235.00
Education Consultant	\$200.00
Law Clerk	\$155.00
Paralegal	\$150.00

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	None
Scanning	None
Postage	Actual usage
Mileage	IRS mileage rate

Costs, such as 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.

Arbitration of All Disputes Including Claims of Malpractice

- A. If a dispute or controversy arises between the Client and Attorney regarding the construction, application or performance of any services under this Agreement, and any claim arising out of or relating to this Agreement or its breach, it shall be submitted to binding arbitration upon the written request of one party after the service of that request on the other party. The parties shall agree upon a neutral and professional arbitrator, or 3-person professional arbitration panel to hear and determine the dispute. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. The arbitration shall be conducted pursuant to the provider's rules. If the parties cannot agree, then the Superior Court of San Diego County shall choose an impartial arbitrator whose decision shall be final and conclusive on all parties. Attorney and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with Code of Civil Procedure section 1283.05. The parties shall bear their own legal fees and costs for all claims. The sole and exclusive venue for the arbitration and or any legal dispute shall be San Diego, California.

- B. Notwithstanding subparagraph A above, in any dispute subject to the jurisdiction of the State of California over attorneys' fees, charges, costs or expenses, Client has the right to elect arbitration pursuant to the fee arbitration procedures of the State Bar of California, as set forth in California Business and Professions Code section 6200, *et seq.* Those procedures permit a trial after arbitration, unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. If, after receiving a notice of client's right to arbitrate, Client does not elect to proceed under the State Bar fee arbitration procedures, and file a request for fee arbitration within 30 days, any dispute over fees, charges, costs or expenses, will be resolved by binding arbitration as provided in the previous subparagraph A.

By initialing below, Client and Attorney confirm that they have read and understand subparagraphs A and B above, and voluntarily agree to binding arbitration. In doing so, Client and Attorney voluntarily give up important constitutional rights to trial by judge or jury, as well as rights to appeal. Client is advised that Client has the right to have an independent lawyer of Client's choice review these arbitration provisions, and this entire agreement, prior to initialing this provision or signing this Agreement.

_____ (Client Initial Here)

JRC (Attorney Initial Here)

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.

Term of Agreement

The term of this Agreement is effective July 1, 2020 through June 30, 2021 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, Partner

Date

May 1, 2020

Date

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

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 1, 2020**

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.

ACTION ITEM

7

TOPIC: Consider approval of the Contract for Annual Audit between WUSD and Wilkinson Hadley King & Co., LLP.

DESCRIPTION: Contract For Annual Audit of K-12 School Districts (Three Year Contract With Options to Extend).

FISCAL IMPACT: Fees:

District Audit

2019-2020	\$9750.00
2020-2021	\$10,000.00
2021-2022	\$10,250.00

<u>Classification</u>	<u>Rate</u>
Senior Partner	\$175.00
Partner	\$150.00
Senior Manager	\$125.00
Manager	\$100.00
Senior Accountant	\$85.00
Staff Accountant	\$70.00
Clerical	\$45.00

RECOMMENDATION: Recommend approval.

**CONTRACT FOR ANNUAL AUDIT
OF K-12 SCHOOL DISTRICTS
(Three Year Contract With Options to Extend)**

WARNER UNIFIED SCHOOL DISTRICT

This contract entered into this _____ day of _____, 20____ between Warner Unified School District of San Diego County, California, hereinafter called the District and Wilkinson Hadley King & Co. LLP hereinafter called the Accountant, witnesses that the parties hereto do mutually agree as follows:

Article 1. EMPLOYMENT OF ACCOUNTANT: The District, pursuant to Chapter 3 (commencing with Section 14500), Part 9, Division 1, Title 1, and Article 2 (commencing with Section 41020), Chapter 1, Part 24, Division 3, Title 2 of the Education Code of the State of California, hereby employs the Accountant to perform the necessary professional services, including but not limited to, those hereinafter set forth in connection with an audit of all funds and of the books and accounts of the District.

Article 2. SCOPE OF AUDIT: The audit shall include all funds of the District including the student body and cafeteria funds and accounts, and any other funds under the control or jurisdiction of the District.

Article 3. AUDIT PERIOD: The audit shall cover the period of the 2019-20 through 2021-22 school years, to wit, the period commencing July 1, 2019, and ending June 30, 2022. The District may extend the audit period for two one year periods ending June 30, 2023 and June 30, 2024.

Article 4. VERIFICATION OF PRIOR YEAR'S FUNDS BALANCES: The audit shall include a verification of fund balances at the beginning of the audit period, provided there has been a responsible audit for the year prior to commencement of the audit period, from which such verification can be made; otherwise such verification may be excluded at the discretion of the District.

Article 5. AUDIT PROCEDURES: The audit shall be performed in accordance with general accounting office standards for financial and compliance audits, and shall include, to the extent applicable, the audit procedures recommended by the Education Audit Appeals Panel, as detailed in the most recent publication entitled *Guide for Audits of California K-12 Local Education Agencies and State Reporting* (Audit Guide). The Accountant shall provide the State Controller access to audit working papers to permit the Controller to complete a review upon request pursuant to Education Code Section 14504.

Article 6. FORM AND CONTENTS OF REPORT: The form and contents of the audit report shall be in conformity, to the extent practicable, with such form and content as may be prescribed by the State Controller under Section 41020 of the Education Code.

Article 7. EXTRA WORK AND SERVICES: In the event that circumstances disclosed by the audit indicate that more detailed verification is required in addition to that which would be sufficient under ordinary circumstances, the Accountant shall at once notify the District in writing of the fact, together with a written estimate of the additional work and services required and the estimated cost thereof. In the event the District authorizes and approves the performance of such extra work and services, it shall so notify the Accountant in writing. No claims of the Accountant for extra work or services shall be allowed or paid without such written consent and approval of the District first having been so obtained before such extra work and services are entered upon or undertaken.

Article 8. COMMENCEMENT OF WORK: Work by the Accountant under this contract shall commence April 8, 2020, or as soon thereafter as the District may deem practicable and feasible.

Article 9. COMPLETION AND DELIVERY OF REPORT: The audit report shall be completed and delivered to the District not later than December 15 annually. The Accountant will furnish the school district copies of the audit in sufficient number for distribution to each member of the governing board and for the District's chief administrative officer and shall provide one copy to each of the following: County Superintendent of Schools, State Department of Education, State Controller's office.

Article 10. THE ACCOUNTANT FEES: The District agrees to pay and the Accountant agrees to accept for performance of all services rendered herein, exclusive of extra work and services, a fee in the sum of, not to exceed amounts notated below. It is understood and agreed that said fee is a maximum fee and is subject to corresponding reduction in the event that the actual cost of making the audit proves to be less than is now estimated at the time of entering into this contract. The cost estimates, which include a reasonable profit and constitute the basis upon which the maximum fee has been determined.

	DISTRICT AUDIT
2019-20	\$9,750
2020-21	\$10,000
2021-22	\$10,250

Extra work and services duly ordered and approved as herein above provided and duly performed shall be computed and paid for at the rates below.

<u>Classification</u>	<u>Rate</u>
Senior Partner	\$ 175
Partner	\$ 150
Senior Manager	\$ 125
Manager	\$ 100
Senior Accountant	\$ 85
Staff Accountant	\$ 70
Clerical	\$ 45

Article 11. PAYMENT: Payment of ninety percent of the fee, including extra work and services, shall be made in progress payments as work is completed. The Accountant shall furnish the District on demand an itemized statement of the audit costs, if requested. The final ten percent of the value of work done under this contract shall be made after certification by the State Controller that the audit report conforms to the reporting provisions of the Audit Guide. Provision is hereby made to withhold fifty percent of the audit fee for any subsequent year of a multi-year contract if the prior year's audit report by the same firm or individual failed to be certified as conforming to reporting requirements of the State Controller's Audit Guide.

Article 12. TERMINATION: The District hereby reserves the right to terminate this contract at any time. In the event of such termination, the Accountant shall be paid the reasonable value of all services rendered up to the date of such termination as may be determined by the District, and the Accountant hereby expressly waives any and all claims for damages or compensation arising under this contract, except as set forth herein, in the event of such termination. Additionally, this contract shall become null and void if the audit firm or individual is declared ineligible to perform LEA audits pursuant to Education Code Section 41020.5.

Article 13. ASSOCIATES: The Accountant shall have the option, with the written consent of the District, to associate with them and at their expense accountants or other qualified persons to render services in connection with the work, and to delegate to them such duties as they may delegate without relieving themselves from administrative or other responsibility under this contract. Some audit work may be performed by non certified partners of the firm.

Article 14. SUCCESSORS AND ASSIGNS: All terms, conditions, and provisions hereof shall inure to and shall bind the parties hereto, their, and each of their respective heirs, executors, administrators, successors, and assigns.

Except as provided above, the Accountant shall not sublet, assign, or transfer their interest in this contract without the written consent of the District.

Article 15. Workers' Compensation: We are aware of the provisions of Section 3700 of the Labor Code that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and we will comply with such provisions before commencing the performance of the work of the contract.

Article 15. INSTRUCTIONS TO PROCEED: The Accountant is not to proceed with performance of any services under this contract without first securing written authorization from the District to do so.

IN WITNESS WHEREOF, we have hereunto set our hands the day and year first above written.

Wilkinson Hadley King & Co. LLP

Warner Unified School District
of San Diego County, California

Accountant

By 
Aubrey W. Mann, Partner

By _____

Dated: May 2, 2020

Approved by the Governing Board

On _____

Consent Agenda

Purchase Orders

WUSD PO LIST PERIOD COVERED 4/1/2020-4/30/2020

DATE	VENDOR NAME	PO#	AMOUNT
4/3/2020	SOUTHWEST SCHOOL SUPPLY	19-66124	345.75
4/14/2020	EWING IRRIGATION	19-66125	352.56
4/23/2020	PACIFIC LAWN MOWER	19-66126	10,343.99
4/29/2020	EWING IRRIGATION	19-66127	94.05

Commercial Warrants

Commercial Warrant Detail - April 2020

Date	Reference	Name/Vendor Name	Fund	Inv Amount
4/2/2020	14666416	LIFETOUCH NATIONAL SCHOOL STUDIOS	0100	1207.50
4/2/2020	14666417	CALIFORNIA DEPT OF EDUCATION	1300	176.70
4/2/2020	14666418	SUSAN CONRAD	0100	71.30
4/2/2020	14666419	ALLIED STORAGE CONTAINERS, INC	0100	2720.69
4/2/2020	14666420	T-MOBILE	0100	800.00
4/2/2020	14666421	ESIGN SERVICES INC	0100	2982.50
4/2/2020	14666422	DION INTERNATIONAL TRUCKS	0100	485.88
4/2/2020	14666423	CLINICAL LABORATORY	0100	80.00
4/2/2020	14666424	SAN DIEGO GAS & ELECTRIC	0100	4681.47
4/2/2020	14666425	ARNTZ DISTRIBUTING COMPANY	1300	856.80
4/2/2020	14666426	US FOODSERVICE	1300	1146.14
4/2/2020	14666427	RICOH USA, INC.	0100	342.91
4/2/2020	14666428	STANDARD INSURANCE COMPANY	0100	375.92
4/9/2020	14668151	NV5	0100	1781.00
4/9/2020	14668152	MAAEYRA ZAAL	0100	1100.00
4/9/2020	14668153	WATER SYSTEM MANAGEMENT	0100	523.75
4/9/2020	14668154	RAMONA DISPOSAL	0100	472.04
4/9/2020	14668155	ARNTZ DISTRIBUTING COMPANY	1300	145.90
4/9/2020	14668156	RICOH USA, INC.	0100	654.18
4/9/2020	14668157	BOARD OF EQUALIZATION	0100	28.78
4/16/2020	14669853	JASMINE PAYNE	0100	141.68
4/16/2020	14669854	CHRISTI FEEZELL	0100	86.85
4/16/2020	14669855	OREILLY AUTOMOTIVE STORES	0100	204.49
4/16/2020	14669856	DEPARTMENT OF JUSTICE	0100	98.00
4/16/2020	14669857	VISTA HILL	0100	416.00
4/23/2020	14671795	NV5	0100	2603.00
4/23/2020	14671796	ERIC HALL & ASSOCIATES	0100	2000.00
4/23/2020	14671797	ALL STATE PROPANE	0100	958.37
4/23/2020	14671797	ALL STATE PROPANE	0100	1663.79
4/23/2020	14671798	JOHN J. POLITANO	0100	7752.75
4/23/2020	14671799	ASHBURY ENVIRONMENTAL SERVICES	0100	12.80
4/23/2020	14671800	INFINITY COMMUNICATIONS AND CONSULTING	0100	787.50
4/23/2020	14671801	SPECIALIZED THERAPY SERVICES	0100	540.75
4/23/2020	14671802	EWING IRRIGATION PRODUCTS INC	0100	352.56
4/23/2020	14671803	DION INTERNATIONAL TRUCKS	0100	641.47
4/23/2020	14671804	HOME DEPOT CREDIT SERVICES	0100	90.38
4/23/2020	14671805	AT&T	0100	909.26
4/23/2020	14671806	ARNTZ DISTRIBUTING COMPANY	1300	611.22
4/23/2020	14671807	US FOODSERVICE	1300	4198.56
4/23/2020	14671807	US FOODSERVICE	1300	1472.39
4/23/2020	14671808	PITNEY BOWES PURCHASE POWER	0100	535.46
4/30/2020	14673520	ALL STATE PROPANE	0100	207.87
4/30/2020	14673521	CALIFORNIA SCHOOLS VEBA	0100	4441.23
4/30/2020	14673522	HATCH & CESARIO	0100	52.00
4/30/2020	14673523	ROMAN'S TRUCK BODY & PAINT	0100	1859.17

4/30/2020 14673524	DAVID MACLEOD	0100	14.21
4/30/2020 14673524	DAVID MACLEOD	0100	15.00
4/30/2020 14673525	SAN DIEGO COUNTY SPEECH PATHOLOGY SRVCS,	0100	1050.00
4/30/2020 14673526	LLOYD PEST CONTROL	0100	85.00
4/30/2020 14673527	SOUTHWEST SCHOOL SUPPLY	0100	144.62
4/30/2020 14673528	CLINICAL LABORATORY	0100	80.00
4/30/2020 14673529	PARKHOUSE TIRE, INC.	0100	1556.94
4/30/2020 14673530	RAMONA DISPOSAL	0100	752.00
4/30/2020 14673531	BANK OF AMERICA BUSINESS CARD	0100	75.00
4/30/2020 14673531	BANK OF AMERICA BUSINESS CARD	0100	27.91
4/30/2020 14673532	EMPLOYMENT DEVELOPMENT DEPT.	0100	101.14
4/30/2020 14673533	ARNTZ DISTRIBUTING COMPANY	1300	325.93
4/30/2020 14673533	ARNTZ DISTRIBUTING COMPANY	1300	335.68
4/30/2020 14673534	US FOODSERVICE	1300	2367.78
4/30/2020 14673535	SYSKO SAN DIEGO	1300	924.54
4/30/2020 14673536	OSCAR L. SALVAIL DBA	1300	1033.37
4/30/2020 14673537	VISTA HILL	0100	832.00
4/30/2020 14673538	LOZANO SMITH	0100	985.38