

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

MONDAY

June 8, 2020

6:00 P.M.

LOCATION: ZOOM MEETING

Join Zoom Meeting

<https://zoom.us/j/91944251493?pwd=ZGRFUctVak5uVkRnZ3RJMDA0MUd1Zz09>

Meeting ID: 919 4425 1493

Password: 2s2gDx

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. REGULAR SESSION - [Zoom Meeting at 6pm]

B. CALL TO ORDER

C. ROLL CALL

D. FLAG SALUTE

E. ACCEPTANCE OF OPEN AGENDA

F. WELCOME-BOARD PRESIDENT

G. GENERAL BUSINESS

H. PUBLIC HEARINGS

I. APPROVAL OF MINUTES

1. Minutes of Regular Board Meeting, May 12, 2020

J. 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

K. 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.

L. SPECIAL PRESENTATION

M. ACTION ITEMS

1. Discussion and possible action to address the Senior Class of 2020's end of year activities and accounts, including but not limited to WUSD Board of Education Resolution No. 2019-2020-014.
2. Consider approval of the employment of Julia Grigorian as the High School English Teacher, starting the 2020-2021 school year, pending pre-employment screening.
3. Consider approval of 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.
4. Consider approval of the Employment Agreement for Certificated Employment of (E.C. 44909), Joshua Brown.
5. Consider approval to renew the Charter Petition for All Tribes Charter Schools for two years, expiring June 30, 2022.

6. Consider approval of the 2020-2021 Local Control Accountability Plan (LCAP) Addendum.
7. Consider approval of the Adopted Budget for the 2020-2021 school year.
8. Consider approval of the Agreement for Professional Services provided by Janet L. Mueller of Dannis Woliver Kelley, Attorneys at Law.

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.

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

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

BP 0430	E(4) 1312.4	BP 4119.42, 4219.42, 4319.42	AR 5145.3
AR 0430	BP 1340	AR 4119.42, 4219.42, 4319.42	BP 6020
BP 1312.3	AR 1340	E 4119.42, 4219.42, 4319.42	AR 6020
AR 1312.3	AR 3231	BP 4119.43, 4219.43, 4319.43	BP 6115
E(1) 1312.3	BP 4112.9, 4212.9, 4312.9	AR 4119.43, 4219.43, 4319.43	AR 6115
E(2) 1312.3	E 4112.9, 4212.9, 4312.9	BP 4151, 4251, 4351	AR 6173.4
AR 1312.4	BP 4113	BP 5141.5	
E(3) 1312.4	AR 4113	BP 5145.3	

P. 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	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	119
Middle School	35
High School	59
Total	213

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.

Q. BOARD COMMUNICATION

R. ANNOUNCEMENT OF NEXT MEETING AND ADJOURNMENT

Tuesday, August 11, 2020

Warner Unified School District

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



Public Hearing Notice

Posted May 22, 2019

This notice is to advise that a Public Hearing will be held on
Friday, June 5, 2020 by way of a Zoom meeting at 5 pm.

Join Zoom Meeting

<https://us02web.zoom.us/j/85321666878?pwd=UnFWY2ZuVmRoeSs2bVJXTzVmazRYUT09>

Meeting ID: 853 2166 6878

Password: 0yb2kK

Minutes

Regular Meeting May 12, 2020

WARNER UNIFIED SCHOOL DISTRICT

MINUTES OF REGULAR MEETING OF THE GOVERNING BOARD

May 12, 2020

- A. CLOSED SESSION** - [Zoom meeting at 5 pm]
- 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: Audibert, Krogh, Rombal, Sees and Stoneburner. Absent: None
- D. ACCEPTANCE OF CLOSED SESSION AGENDA** Motion passed by unanimous vote, (5-0).
- E. RECESS / ADJOURN TO 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.
- F. CONVENE TO OPEN / REGULAR SESSION:** [Zoom meeting]
- G. CALL TO ORDER:** Open session was called to order by Jeannean Rombal, President of the Governing Board at 6:00 pm.
- H. ROLL CALL:** Members present: Audibert, Krogh, Rombal, Sees and Stoneburner. Absent: None
EMPLOYEES PRESENT: MacLeod, Sissons and Hill.
VISITORS: MaryAnn Donohue, Kimberly Venegas, Kurt Madden and Heidi Gasca
- I. FLAG SALUTE**
- J. ACCEPTANCE OF OPEN AGENDA:** Motion to accept Open Agenda passed by unanimous vote, (5-0).
REPORT OF ACTION TAKEN IN CLOSED SESSION: Superintendent MacLeod had a favorable review and he will go to the next step in pay and add one more year to his current assignment.
- K. WELCOME-BOARD PRESIDENT:** Jeannean Rombal
- L. GENERAL BUSINESS:** None
- M. PUBLIC HEARINGS:** None
- N. APPROVAL OF MINUTES:**
 - 1.** Minutes of the Regular Board meeting, April 14, 2020. Motion passed by unanimous vote, (5-0).
- O. REPORTS**
 - 1.** Student Body Representative: Kimberly Venegas reported that Seniors are disappointed that there's not to be a traditional graduation. Said she would like the ASB/Senior funds for college expenses. Seniors are happy with gifts they've been given when individuals "Adopted" them.
 - 2.** Association of Warner Educators: None
 - 3.** California School Employees Association: None
 - 4.** Parent Teacher Community Club: Karla Willis, PTCC President, created a news letter that went out with progress reports. She has also created awards for "Student of the Packet".
 - 5.** Superintendent's Report:
 - i. RECOGNITION:** There was no student of the month.
 - ii. DISTRICT BRIEFING:** Superintendent MacLeod mentioned having a grad ceremony involving social distancing which would be live streamed to family, friends and community members. He is scheduled to hold a Zoom meeting with Seniors. The Zoom, Teacher meeting went well; there was talk about social distancing as it pertained to a return to school in August. Teachers suggested only 10 students per class. Mr. MacLeod also said that there are 2 or 3 Seniors that may not graduate as they aren't currently passing classes.
 - iii. CHARTERS:** None
 - iv. INDIAN ADVISORY COMMITTEE:** Superintendent MacLeod said they held a Zoom meeting. Vanessa Christman will stay on as the Native Pride Club Advisor. Members spoke about the future amidst COVID-19.
- 6. BUSINESS MANAGER'S REPORT:** Andrea Sissons is waiting to hear what the Governor of California presents to schools for the coming budget. The State is projecting a loss of revenue between 10-22 %. She announced a Public Hearing for the month of June and requested 3 Board members be present. She also told the Board that she will be applying for a FEMA Grant. She and the Superintendent will need to discuss cuts in spending. She also mentioned that there is some flexibility for distributing ASB/Senior funds, but has to follow the guide set by FCMAT, and that it has to be Board approved. There was discussion as to whether or not the District will be providing meals to students in the summer months. President Rombal suggested providing staples in lieu of prepared

meals, assuming we feed the students at all during the summer.

7. **BOARD REPORT:** Vice President Krogh is working on an outreach to combine forces with other small school districts to address our infrastructure. Carolyn Audibert said the Prom Officers in Julian will make a decision about prom by May 24. She liked seeing the banner in front of the school supporting our Seniors. She asked Mr. MacLeod about any news from the owner of the Warner Ranch, Bill McQuethy. PJ Stoneburner is anxious to have kids get back to school. He is concerned about attendance and behavior upon the student's return. Melody Sees loves the "Adopt a Senior" campaign. President Rombal repeated other Board members sentiments.

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

Q. **SPECIAL PRESENTATION:** Powerpoint presentation by Heidi Gasca of Excel Academy

R. **ACTION ITEMS:**

1. Consider approval to update the graduation requirements to include 10 hours of community service per academic school year. Motion passed by unanimous vote, (5-0).
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. Motion passed by unanimous vote, (5-0).
3. Consider approval of WUSD State Preschool Annual Reports. Vice President Krogh asked about the status of QPI. Motion passed by unanimous vote, (5-0).
4. Consider approval of Excel Academy's Charter School Petition Material Revision. Motion passed by unanimous vote, (5-0).
5. Consider approval of the MOU between WUSD and Valley Center-Pauma Unified School District for operation of All Tribes Charter Schools. Motion passed by unanimous vote, (5-0).
6. Consider approval of the Agreement between WUSD and Hatch & Cesario for the 2020-2021 fiscal year. Motion passed by unanimous vote, (5-0).
7. Consider approval of the Contract for Annual Audit between WUSD and Wilkinson Hadley King & Co., LLP. Motion passed by unanimous vote, (5-0).

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. It was noted that line items 3-7 did not have supportive documentation in place and the Board voted unanimously to table those items until the June Board meeting. Items 1 and 2 were passed by unanimous vote, (5-0).

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. None

U. 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	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

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

V. BOARD COMMUNICATION: President Rombal reminded Board members that the next Board meeting will be held on a Monday. Melody Sees asked about Charter school information and about Google Docs sent by Superintendent MacLeod. Vice President Krogh remarked on Julian families complaining about the quality of meals sent home by their District, and boasted to them about how delicious the Warner meals were. Carolyn Audibert asked about the frequency in which the teachers and staff are reaching out to our student body and their families. President Rombal asked if High School Seniors were found to be ineligible to go on the Senior Trip, would they be eligible to receive monies raised that will now be dispersed amongst the Senior Class. Andrea Sissons had to remind Board members that those monies technically belonged to ASB.

W. ANNOUNCEMENT OF NEXT MEETING AND ADJOURNMENT: Next meeting, June 8, 2020 at 6:00 PM. This meeting adjourned at 7:35 pm.

Secretary of the Governing Board

Clerk

ACTION ITEM

1

TOPIC: Discussion and possible action to address the Senior Class of 2020's end of year activities and accounts, Including, but not limited to WUSD Board of Education Resolution No. 2019-2020-014.

DESCRIPTION: Resolution to Allow Seniors Flexibility in Expending Funds From the Class of 2020 ASB Club Account and to Allow a One Time Payment in Consideration for the Extraordinary Circumstances Relating to Covid-19 School Closure.

FISCAL IMPACT: \$17,667.00 ASB and ASB Club Funds

RECOMMENDATION: Recommend approval.

**WARNER UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

RESOLUTION NO. 2019-2020-014

RESOLUTION TO ALLOW SENIORS FLEXIBILITY IN EXPENDING FUNDS FROM THE CLASS OF 2020 ASB CLUB ACCOUNT AND TO ALLOW A ONE TIME PAYMENT IN CONSIDERATION FOR THE EXTRAORDINARY CIRCUMSTANCES RELATING TO COVID-19 SCHOOL CLOSURE

WHEREAS, in these unprecedented times, ASBs statewide have been adversely impacted through event cancellations, unspent funds raised by the students, and a need for creative solutions within the boundaries of the various statutory provisions. Covid-19 required closures of schools and stopped travel starting in March 2020 and lasting indefinitely. The Warner High School Senior Class of 2020 was unable to take part in any of their senior activities including Grad Night, Senior Class Trip, Senior Breakfast, and a traditional Graduation Ceremony.

WHEREAS, under normal circumstances, the senior class would have until June 30, 2020 to expend the funds in their account on the aforementioned activities, the FCMAT ASB ALERT provides guidance that the board may issue an extension of time to allow the Senior Class of 2020 to expend funds they have raised for the purpose of a Senior Trip and Senior Activities in a manner consistent with the original purpose of the funds.

WHEREAS, in addition, the Board may allow for senior class funds to be spent on a one-time maximum award amount of \$200/graduate to recognize the extraordinary circumstances in which the students have completed their senior year under COVID-19 quarantine restrictions. These funds are allotted for the purpose of allowing the seniors to hold a socially distant graduation celebration.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Superintendent or designee is authorized and directed to allow the students an additional 6 months to expend their funds, this extension ends 12/31/2020. Where this Resolution conflicts with current policy, be it known that this is an exception to existing policy and applies exclusively to the current school year and is not intended to establish precedent.

BE IT FURTHER RESOLVED that the Superintendent or designee may allow the Senior Class to use senior funds for the purpose of a one-time award in the amount of \$200 as "student recognition" to acknowledge student achievement and perseverance during these difficult and unprecedented circumstances.

PASSED AND ADOPTED by the Warner Unified School District Board of Education on this, 8th day of May, 2020, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Jeannene Rombal
President of the Board of Education

ATTESTED TO:

David MacLeod, Superintendent
Secretary of the Board of Education

Senior Class Proposal

(provisional proposal-not yet agreed to by the seniors as of the board posting date):

Due to COVID, the Senior Class Trip was cancelled. The Seniors have earned \$20,023 toward their senior activities and senior trip. The funds would have paid for Grad Night, their European vacation, a senior breakfast.

The use of ASB and ASB club funds is highly regulated and requires compliance with Ed Code, Board Policy and is often dictated by the FCMAT ASB Fiscal Manual.

Per the attached guidance from FCMAT and our Auditor, I have proposed an alternate way for the district to help the seniors utilize their funds for a trip, while considering social distancing rules that may continue to create restrictions on travel.

The proposal for the Board to continue is as follows:

Seniors who are eligible for Graduation, will be given the following:

- \$200 Award paid by check: in lieu of graduation ceremonies which can't be held due to distancing rules.
Cost \$200 per student/\$2600 total
- A gift card for 3 days to a theme park of their choice in Los Angeles (Disneyland, Universal Studios, Six Flags, or Knotts Berry Farm)
Cost \$450 per student/ \$5,850 total
- A travel card loaded with IRS Per diem rates for hotel and food for 3 days in Los Angeles:
Per Diem for hotel is \$181/night x 3 nights and Per Diem for food is \$166 for 3 days
Cost \$709 per student/ \$9217 total

Total cost: \$17,667

I also explained to the kids that they could spend their remaining senior money on caps and gowns (if they choose to keep the caps and gowns), class sweatshirt/tshirt, or yearbooks for each senior.

Andrea Sissons

CBO

Associated Student Body (ASB) Considerations During COVID-19

This Fiscal Alert addresses the impact to associated student body accounts (ASB) resulting from the COVID-19 pandemic and associated school closures. This guidance is provided in response to questions from school districts, county offices of education and community colleges throughout California, and has also been included on the FCMAT website in the Help Desk FAQs. This alert includes local education agency (LEA) considerations and practical alternatives for ASBs to navigate the requirements with regard to event cancellations, carryover funds, and refunds in an unprecedented and decentralized setting. It should be considered analysis rather than legal advice, and all LEAs are encouraged to seek additional guidance from their external auditors and/or legal counsel.

Background

The FCMAT ASB Accounting Manual, Fraud Prevention Guide and Desk Reference was created to provide guidance to LEAs on the various statutory provisions, best practices, appropriate internal controls, and related considerations relative to ASB accounts. The manual presumes that schools are operational and generally does not include allowances for unexpected and extended school closures or a sudden disruption of the educational process. Accordingly, the following guidance can be used to supplement the manual where alternative processes are needed within the framework of the relevant Education Code provisions.

The manual is available without cost at the following link: <https://www.fcmat.org/2015-asb-accounting-manual-fraud-prevention-guide-and-desk-reference>

Chapter 3 of the manual sets forth the framework for how circumstances not addressed elsewhere may be handled, stating the following:

The laws and regulations that govern ASB activities and funds are not sufficiently comprehensive to provide guidance for all areas in which questions arise. Thus, while this manual conforms to the laws and regulations, it also provides guidance in areas where formal legal guidance is inadequate or nonexistent. This supplementary guidance is based on sound business practices, internal controls and effective procedures used by successful LEAs throughout California. Because the additional guidance is not based on laws or regulations, local school administrations may change these recommended practices to better suit the operating environment of each individual LEA.

FCMAT

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Chief Executive Officer

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Mary C. Barlow
Office of Kern County
Superintendent of Schools

Because of the limited laws specific to ASB, governing board policy and administrative regulations are the vehicle by which practices may be altered to meet the specific needs of each LEA. The chapter further states:

If the LEA's governing board has determined that a particular type of expenditure serves a public purpose, courts will almost always defer to that finding. Thus, if the district has a board policy stating that specific items are allowable (e.g. scholarships or donations), there is more certainty that the expenditure might be considered allowable. Unless such a policy exists, examples of items that would be usually considered a gift of public funds include flowers, candy, advertisements for private award ceremonies, and donations to charity.

The manual describes the process in which ASB practices, fundraisers, and operations can be modified and improved specific to each LEA's needs, stating:

Because only a limited number of laws and regulations in the Education Code, Penal Code, California Constitution and California Code of Regulations identify parameters for ASB operations, a significant amount of local flexibility is needed... The recommended procedure for providing these guidelines and processes is for the governing board to develop and adopt clear and understandable board policies and administrative regulations, as well as an ASB manual, for district staff, students and other stakeholders to follow... ASBs must be made aware that district policy applies to them, and people involved in ASB must understand that district board policies and regulations are an additional set of laws that ASB organizations must follow... Local school leaders should be encouraged to suggest innovative ASB practices, ASB fundraisers, and ASB management operations that will promote the general welfare, morale, and educational experiences of students.

Relevant Issues

Virtual Meetings and the Continuation of Expenditure Approvals

The Education Code regarding ASB does not include provisions for school closures, so many ASB processes may need to be treated much as they would during a holiday or summer break. Absent sufficient approvals in accordance with Education Code provisions (such as section 48933), ASB expenditures cannot occur, despite current circumstances.

However, because the current school closures have happened in the middle of a school year, certain critical processes, such as payments and approvals, may need to continue. It is therefore possible to hold virtual ASB meetings as this is not prohibited by any statutory provision.

If an LEA chooses this option, it should follow the same meeting requirements for virtual meetings that it would during in-person meetings. This includes the virtual presence of the certificated ASB advisor.

As outlined in the manual, the meeting requirements should be included in the ASB constitution or bylaws. This includes the definition of a quorum, who shall conduct the meetings, and so on. The meetings should continue to follow Robert's Rules of Order or a

similar guide. Minutes of the meetings must be kept and read for approval at succeeding meetings. Also, any actions taken by the executive committee shall then be reported to the membership at large.

In other words, to the extent that the same meeting protocol is applied in a virtual environment, this format gives the ASB a viable alternative during the current circumstances.

Where expenditure and/or purchase order approvals are needed for the continuation of ASB business, an electronic signature or email can suffice for the ASB student representative, ASB advisor, and board designee/administrator (often the school principal). This also may be used for approvals from other ASB staff, such as the ASB bookkeeper. However, while electronic approvals, such as those via email, may be a viable alternative during school closures, FCMAT recommends that the LEA memorialize the reason for the midyear process change, either in the email approvals themselves or in updated or additional district policy. This ensures the LEA's auditors understand the sudden need for an alternative authorization method. An LEA may also want to confirm such a practice with its auditors to ensure continued compliance with ASB procedures.

In all instances, thorough documentation and transparency must remain a priority. Where additional assistance is needed, FCMAT recommends seeking help from the district's external auditors and/or governing board.

Event Cancellations and the Issuance of Refunds

The COVID-19 crisis has prompted the cancellation of many ASB events that are important to students, parents, staff and the community. Field trips, proms and graduations are among the events affected by the current circumstances.

In some instances refunds may be allowable, although it will often depend on the specific circumstances. Typically, refunds are more likely allowable when fees have been charged for specific events than when tied to donations raised by a group of students. Refunds are more likely prohibited when associated with student fundraising for a specific activity because the funds in these instances are considered donations.

Chapter 9 of the manual discusses fees and refunds and explains the limited options when charging fees:

...It is permissible to charge fees for school- or district-sponsored activities that are purely recreational rather than educational and at which attendance is optional, such as an after-school dance or a weekend athletic event...

Schools can always ask for voluntary donations of funds or property, and voluntary participation in fundraising activities, as long as a student's ability to participate in a school activity, either curricular or extracurricular, is in no way determined based on whether a donation was made [EC Section 49011(c)].

When asking for donations or fees, schools and districts should consider working with their own attorneys to ensure compliance with these important laws. Many

schools send out donation requests with wording that indicates the donation is required rather than voluntary; this is in essence the same as a fee.

Chapter 9 further describes allowable fees for field trips:

- Fees for field trips and excursions in connection with courses of instruction or school-related social, educational, cultural, athletic or school band activities, so long as no pupil is prevented from making the field trip or excursion because of a lack of sufficient funds [Education Code section 35330(b)].
- Fees should be collected on a voluntary basis only.
- A school must not require that a student pay an admission charge to an exhibit, fair, theater or similar activity for instruction or extracurricular purposes when a visit to such places is part of the district's educational program [Ops. Cal. Atty. Gen. No. NS-2469 (1940)].
- No student may be left behind due to insufficient funds, nor may a student be left behind for failing or refusing to participate in fundraiser..
- Fees for outdoor science camp programs, as long as no pupil is denied the opportunity to participate because of nonpayment of the fee (Education Code section 35335).

Fees may be collected for field trips, and those fees may be refundable if the field trip is later cancelled. In these instances, amounts paid by students and/or parents for the event should be tracked by individual payee. Unless refunds were expressly prohibited when funds were collected, if a parent or guardian paid for their child to attend an event, such as a field trip, they should receive a refund if the event or trip is cancelled. That is, any allowable fee, such as those for field trips, should be refunded provided there are no specific provisions prohibiting refunds included in board policy or the ASB constitution or bylaws.

Generally speaking, whether refunds should be issued is a local determination. The criteria for determining when refunds are allowed, and the process to be followed, is something best outlined in local board policy and/or the ASB club's constitution or bylaws. The process for issuing refunds may need occasional modification to accommodate certain circumstances.

It's important to remember that fundraising for individual students is not a function of ASB. When students are fundraising, they are raising money for all students to participate as a group. Funds raised in this manner are considered donations and should not be refundable. Although parents may be asked to pay certain expenses, no student can be prevented from attending an ASB club event because he or she did not pay or fundraise. If there are insufficient funds for an activity, the activity cannot occur unless or until enough funds are raised or found from other sources.

Fundraising as a group for an activity and asking for a fee can appear similar; however, fundraising is more often associated with donations. If a fee is disclosed upon collection

as a donation to the ASB or club, it is not likely refundable. In contrast, although a fee may be considered a donation, when that fee is tied to a specific activity such as a field trip, it is not considered a donation. This assumes that the payments were not specifically identified as donations when collected, and that there is not existing board policy or other district policy prohibiting refunds. It is commonly misunderstood that, although it may appear to a parent that he or she is paying for their child to participate in an activity, that payment may actually be contributing to the entire club and/or event and is a donation.

If an LEA's business office and board policy allow refunds, the criteria for when a refund can occur should be described in detail. Without proper policies, administrative regulations, procedures, notification, planning and approvals, refunding money to individuals may be considered an illegal gift of public funds. Although seemingly justified, supported by past practices, or noble in times of financial need, it is nonetheless impermissible to issue refunds for payments that were actually donations.

When fees are collected and the activity does not occur, a purchase order is not necessary to complete the refunding process. The students should be notified of the forthcoming refunds, but further action by the student body is unnecessary. Unless the district has other required internal control procedures, the ASB bookkeeper may refund the fees and notify the students of the amount.

As with a modified meeting format, thorough documentation and transparency must remain a priority. Student activity funds remain ASB trust funds that require a higher level of oversight. Administrators continue to have a fiduciary duty to protect student funds at all times. Where additional assistance or clarity is needed, FCMAT recommends seeking guidance from the district's external auditors and/or governing board.

Carryover of Unspent Funds

Many ASBs have raised funds for events that have now been cancelled. Generally speaking, with regard to any unspent or remaining ASB funds at the end of the year, those funds should remain with that school's ASB.

The Education Code provisions regarding ASB do not provide allowances for school closures and extraordinary circumstances. The FCMAT ASB Manual addresses the requirement that ASB funds must be spent on current students only. Chapter 6 states the following:

"Education Code section 48930 (K-12) indicates that the purpose of ASB is to conduct activities on behalf of the students, clearly indicating that the funds held in ASB can only be spent for current students. Also inferred from this is that the funds are held for current students at the same school at which the funds were raised. If cash balances exist for classes that have already graduated, those accounts need to be cleared. If there is no provision in the ASB constitution or board policy stating the fund or account to which the remaining funds should be transferred after a class graduates, it is suggested that the funds be transferred to the general ASB account at the same school. The ASB constitution or board policy should be revised to provide guidance for similar circumstances in the future."

Also included in this chapter are sound business practices for the handling of any carryover funds. In the same way that any unspent or excess ASB funds carry over to the following year, the same is true for any funds remaining due to a cancelled event. This is especially true if the LEA has adopted the FCMAT manual as part of board policies and regulations and has not created any additional board policies or regulations establishing a different position to accommodate these unusual circumstances. As described above, there are very few laws specific to ASB. This means the governing board, with guidance from the LEA's business office, can enact through board policy what it decides are the rules or local regulations for each ASB. Board policy cannot alter or suspend Education Code provisions or other higher laws, but where statutory guidance is silent, the LEA's governing board, through modifying or adding board policy and administrative regulations, has flexibility to implement ASB rules needed to meet each LEA's unique circumstances.

To assist ASBs with unspent funds at the end of a school year, one potential option is to hold an event for the students following graduation and once physical distancing and shelter-in-place requirements are lifted. The governing board should take formal action to approve such an event. This could mean the pre-payment of an event while the students are still enrolled, or the approved payment of ASB funds to the district, where the district later uses the funds to pay for the event. In such a situation, accurate tracking and protection of the funds by the district is paramount, and a timeline should be adopted by the board for acceptable usage of the funds.

However, if the district has adopted the FCMAT ASB Manual as part of the district's board policies, or has existing policies prohibiting the use of funds after the students have graduated, then once the students graduate, the funds can no longer be used for those students without amendment of those policies.

An additional option may be to establish or modify a district policy allowing for student recognition with unspent ASB funds. A governing board could elect to create a recognition policy whereby unused ASB funds are awarded to students based on certain criteria, such as the completion of the school year under very trying circumstances. Such a policy could outline that the intention of the student recognition is to acknowledge student achievement and perseverance during difficult and unprecedented circumstances, and offer "recognition", or unspent ASB funds, as an alternative to the cancelled graduation events. The policy could stipulate that the intention of the recognition is to allow alternative events to occur in a more individualized setting in place of a graduating class event as a result of physical distancing and shelter-in-place measures.

Note that student recognition differs from using unspent funds for scholarship purposes, such as college textbooks or tuition, which some LEAs have considered. Using unspent ASB funds for this purpose is not recommended. The funds were not originally raised for scholarships and the practice could be considered a diversion from the intended purpose of the funds, which was likely to support certain student activities. Further, expending the funds as college scholarships excludes those students who presumably participated in ASB activities and fundraising efforts, but who are not enrolled in a college or university in the immediate future.

In other words, where existing policies allow, an LEA may wish to make alternative accommodations given the current COVID-19 circumstances with the use of a board resolution. Such a resolution would suspend current policy, and should include a detailed explanation regarding the need for one-time relief resulting from the COVID-19 pandemic. It should also delineate a timeline for the use of any unspent funds, as well as a declaration that any exception to existing policy applies exclusively to the current school year and is not intended to establish precedent.

Where questions remain regarding compliance with Education Code provisions, FCMAT recommends seeking additional guidance from the district's external auditors and/or legal counsel.

Conclusion

In these unprecedented times, ASBs statewide have been adversely impacted through event cancellations, unspent funds raised by the students, and a need for creative solutions within the boundaries of the various statutory provisions. FCMAT encourages all LEAs to maintain strong communication with all stakeholders, seek guidance from their governing boards, and update board policies and administrative regulations as needed to accommodate specific circumstances and student needs. Consultation with external auditors and/or legal counsel may also be necessary to ensure ongoing compliance with Education Code provisions and local policies and regulations.

ASB Guidance Related to COVID19

May 4, 2020

Amid the concerns expressed by many School District's regarding COVID19 school closures complying with social distancing protocols implemented as a result of recommendations and guidance provided by the California Department of Education, the California Health and Human Services Agency and County Public Health Departments, we have received many questions with regards to Associated Student Body refunds and allowable uses of funds. We recommend that each school board carefully consider these items.

Refunds:

There are many ASB events that are important to students, parents, staff and the community that have been cancelled as a result of the COVID19 crisis. Many of these events held fundraising throughout the school year, in full faith that the events would take place, but will not take place resulting from the school closures.

In some instances, refunds are allowable, but it will be dependent upon specific circumstances. If as an example, tickets were sold to an event for which the event has been cancelled a full refund can be given for the ticket. Voluntary donations should not be refunded. Each ASB club should evaluate their constitution or bylaws to evaluate refund policies and the District may need to consider updating these policies.

It is important to remember that fundraising should not be done on an individual student basis as participation in an extra-curricular or school activity cannot be determined based on individual fundraising levels or amounts donated (except where fees are allowed, see Education Code Section 49011).

Approval of Expenditures:

Education Code regarding ASB does not include provisions for school closures. Policies for approval of expenditures should follow the same process as if the school is still open. For an organized ASB, this requires student approval of expenditures in ASB minutes and requires documentation of student approval of the expenditure (along with approval of the ASB advisor and a board designated individual, usually the principal). In order to meet these requirements, we recommend that ASB continue to have virtual meetings which are recorded in minutes and authorization of expenditures can occur.

Carryover of Unspent Funds

Education Code Section 48930 states "Any group of students may organize a student body association within the public schools with the approval and subject to the control and regulation of the governing board of the school district. **Any such organization shall have as its purpose the conduct of activities on behalf of the students approved by the school authorities and not in conflict with the authority and responsibility of the public school officials.** Any student body organization may be granted the use of school premises and properties without charge subject to such regulations as may be established by the governing board of the school district." FCMAT has advised that the funds can only be spent on current students.

Given the cancelling of school events there have been a number of District's brainstorming ideas to use funds amid social distancing protocol. If approved by school boards and appropriate student governments, the following are ideas that may be utilized:

Gift Cards to Graduating Class in Lieu of Grad Night:

From the 2015 ASB Accounting Manual published by FCMAT pg 182-183:

"If a governing board **adopts rules and regulations** before any awards are made, a District or ASB **can recognize superior accomplishments within the guidelines and provisions contained in the applicable district policies, rules and/or regulations**. Awards are often signified by letters of commendation, board resolutions, trophies, certificates, plaques, medals, badges, pins and the like. **They may also be in the form of a gift certificate or a scholarship**, within the statutory monetary limits, if the governing board has approved such items as allowable awards and if IRS reporting requirements are followed."

Education 44015 establishes the statutory limit to \$200 per award.

As auditors, we consider gift cards to be the equivalent of gift certificates.

Virtual Graduation Ceremonies or Parties

Some District's have elected to hold virtual gatherings and utilized ASB funds to have delivered refreshments to participants homes to consume during the virtual gathering (such as 1 pizza sent to each home, etc.). This may be difficult to coordinate, and depending on the size of the virtual gathering may be expensive.

Delaying of Activities

Some District's have discussed the delay of school activities beyond the school closures, intending to hold these activities at a later date. Examples include graduation ceremonies, grad night, etc. FCMAT has advised that the law implies funds can only be spent on current students. COVID19 are unusual circumstances and we believe that it was not the intent of the law to prevent students from being able to participate in activities during emergency times. Under a reasonableness test, if the Board passes a resolution stating that for purposes of finalizing student activities subsequent to the end of COVID19 school closure requirements, students graduating from programs can complete these student activities by a specific date (not recommended to go more than one year), the funds can be utilized to complete those activities. Under a reasonableness consideration, we as auditors would not question these as students of the District if finalizing activities that were placed on hold due to the California Stay at Home Order.

We are not offering this information as a legal opinion and recommend that the District consider discussing with legal council as these items may affect more than just the audit. Our intent as auditors is to apply the law as we understand it, utilizing guidance provided by oversight agencies as it becomes available, and applying reasonableness considerations when there is no direct guidance. If additional information becomes available at a later date that is contrary to our current position, we will issue new guidance that will supersede this guidance.

If you have any questions, please feel free to reach out to me directly at amann@whllp.com or on my cell phone (619) 726-2642.

Sincerely,



Aubrey W. Mann, CPA

ACTION ITEM

2

TOPIC: Consider approval of the employment of Julia Grigorian as the High School English Teacher, starting the 2020-2021 school year, pending pre-employment screening.

DESCRIPTION: High School English Teacher

FISCAL IMPACT: \$41,109.00 / 185 Days

RECOMMENDATION: Recommend approval.

**CERTIFICATED EMPLOYEE CONTRACT
OFFER OF EMPLOYMENT**

Julia Grigorian

(Name of Employee)

WARNER UNIFIED SCHOOL DISTRICT

(School District)

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

TERMS AND CONDITIONS

Position of: **English Teacher**

Service from **July 1, 2020 to June 30, 2021**

Salary: \$41,109 /185 Days

Status: Probationary 1 Employee – 1.0 FTE

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

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

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

WARNER UNIFIED SCHOOL DISTRICT, San Diego, California

Elected at a meeting of the Governing Board held on _____

OR

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

(Members, Governing Board)

(District Superintendent)

This contract was approved or ratified by the Governing Board on **JUNE 8, 2020**.

ACCEPTANCE OF OFFER

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

Date _____

Signature _____

JULIA GRIGORIAN

• English Language Arts Teacher •

AWARDS

2020 • Phil Halfaker Memorial Award for Outstanding Student

2019 • Amazon's #1 Medical and Health Seller for **Drops of Jules** publication.

PUBLICATION

2020 • California Association of English Teachers

2019 • Drops of Jules
Nonfiction work focused on eating disorder marginalization.

EXPERIENCE

2019-2020 **Gemstone Gymnastics**
Curriculum Specialist

- Tasked to create instructional lessons in skill-based exercises with developmental and locomotive skills.
- Assessed progress while supporting physical, moral, and social development.
- Resolved parental concerns and ensure proper safety procedures.

2017-2019 **Luv Bridal**
Showroom Manager

- Conducted showroom openings across the country; conducted training seminars.
- Consistently exceeded monthly sales goals, contributing \$600,000 to company sales.
- Managed accounts and transactions; prepared and confirmed purchase orders.

2015-2017 **San Diego State Housing Administration**
Senior Resident Advisor

- Supervised team of 16 resident advisors, managing independent tasks.
 - Developed, implemented programs on diversity, chemical abuse prevention, personal development, and academic performance.
- Provided direct advising in areas of academics, civil engagement, and holistic living to undergraduate students in an on-campus, live-in environment.

2014-2020 **Apple of My Eye**
Marketing Manager

- Responsible for social media content, management, & strategy across all platforms.

SKILLS

- GSuite, Google Classroom, Google Drive
- Inclusive, differentiated curriculum
- Competent Spanish Comprehension

EDUCATION

2020-2021 • San Diego State University
Masters of Arts in Teaching

2019-2020 • San Diego State University
Single Subject Teaching Credential in English Language Arts

2019-2020 • Generation Global Student Teaching - Distance Learning due to Covid-19

2014-2018 • San Diego State University
BA in English; BA Religious Studies

CERTIFICATIONS

- CPR/Red Cross
- Excel Exposure
- Deputy Heart Attack
- Active Listening
- Safe Zone Ally
- Digital Garage
- Brave Project
- Restorative Justice

TOPIC: Consider approval of 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.

DESCRIPTION: This agreement is entered into by and between the Warner Unified School District ("District") and Joshua Brown ("Employee") for Pupil Services.

FISCAL IMPACT:

Base Salary	\$92,025.00
Health Benefits	\$ 25,000.00
<u>STRS/Medi/SUI...etc.</u>	<u>\$ 22,315.00</u>
Total Compensation & Benefits for [#] Days \$139,340.00	

Annual Salary and Benefits (Warner, Spencer, JUHSD): \$27,868.00
Annual Salary and Benefits Julian USD: \$55,736.00

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 2020-2021 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 2020-2021 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 15, 2020, 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, 20120 to June 30, 2021.

2. Termination/Renewal.

- a. This Agreement will terminate if Brown's employment is terminated by Warner, or upon the final instructional day in the 2019-2020 Warner school calendar, or if Warner terminates Brown's employment.
- b. Prior to the end of the 2020-2021 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 2021-2022 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, 2021.

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

Julie Z. Weaver
Superintendent

Date

Exhibit A

2020-2021 SALARY & BENEFITS: (Joshua Brown)

Base Salary	\$92,025.00
Health Benefits	\$25,000.00
STRS/Medi/SUI...etc.	\$22,315.00

TOTAL COMPENSATION & BENEFITS FOR [#] DAYS \$139,340.00

Annual Salary and Benefits (Warner, Spencer, JUHSD): \$ 27,868
Annual Salary and Benefits Julian USD: \$ 55,736

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

· Daily Rate (*180* days) \$ 775

MONTHLY PAYMENT DUE BY EACH PARTY

MONTH (2018-19)	JUSD	JUHSD	SPENCER VALLEY
AUGUST	\$5573.60	\$2786.80	\$2786.80
SEPTEMBER	\$5573.60	\$2786.80	\$2786.80
OCTOBER	\$5573.60	\$2786.80	\$2786.80
NOVEMBER	\$5573.60	\$2786.80	\$2786.80
DECEMBER	\$5573.60	\$2786.80	\$2786.80
JANUARY	\$5573.60	\$2786.80	\$2786.80
FEBRUARY	\$5573.60	\$2786.80	\$2786.80
MARCH	\$5573.60	\$2786.80	\$2786.80
APRIL	\$5573.60	\$2786.80	\$2786.80
MAY	\$5573.60	\$2786.80	\$2786.80

ACTION ITEM

4

TOPIC: Consider approval of the Employment Agreement for Certificated Employment of (E.C. 44909), Joshua Brown.

DESCRIPTION: School Psychologist

FISCAL IMPACT: \$139,340.00, $\frac{4}{5}$ to be reimbursed to Warner Unified School District by schools included in the MOU:

Julian Union School District
Julian Union High School
Spencer Valley Elementary School District

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	07/01/2021
(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, 2020 to June 30, 2021.

2. Period of Employment. Employee is hired effective July 1, 2020 through June 30, 2021. 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 \$92,025.

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.

WARNER UNIFIED SCHOOL DISTRICT

DATE OF BOARD APPROVAL:

Superintendent

June 8, 2020

**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: _____

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.

ACTION ITEM

5

TOPIC: Consider approval to renew the Charter Petition for All Tribes Charter Schools for two years, expiring June 30, 2022.

DESCRIPTION: All Tribes Charter Schools is seeking to renew the Charter Petition by Warner Unified School District, to be the sponsoring district for All Tribes Charter Schools.

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval.

Staff Report
Warner Unified School District
All Tribes American Indian Charter School
and
All Tribes Elementary Charter School

Petition Renewal Evaluation

School Name: All Tribes Elementary Charter School and All Tribes American Indian Charter School

Submission Date: April 1, 2020

Lead Petitioner/s: Mary Ann Donahue, Director Michelle Parada, Principal

Decision Date: June 8, 2020, Warner USD Regular Board Meeting

Location of school: 34320 Valley Center Road, Valley Center, CA 92082

Composition of petitioner group: Existing Charter School

Grade levels to be served: Grades K-12

Anticipated enrollment at full capacity 125

Target student population: Primarily serves Native American students from surrounding tribes.

Information: Warner Unified School District and All Tribes American Indian Charter Schools have a long-standing relationship as Authorizer and Charter. The District and the Charter school work collaboratively to serve a similar population of students from local Native Tribes.

Educational Program: All Tribes and All Tribes Elementary have been growing in recent years. The CDE Dashboard shows mixed positive and negative information for both the Charter and the Elementary Charter programs. Both Charters have low suspension rates and the Elementary Charter has low chronic absenteeism which are positive factors on the dashboard. This shows the kids enjoy coming to school. The rest of the academic picture on the Dashboard is a mix of positive and negative as well, showing no results (due to small size) in many areas. The Charter High School shows growth in scores for both Mathematics and Language Arts over the prior year. The Elementary Charter also shows growth in scores for English Language Arts and decrease in scores for Mathematics. Overall, the Schools appears to be moving in a positive direction academically. Additionally, the District recognizes that the Charters serve a high need, high risk population and we appreciate the extra heart and soul that the management and staff put into the school. The District would like the Charter continue to strengthen its Special Education program to serve students with Special Needs.

Administrative: The District has been working with the Charter management to improve Administrative functions, including timely submission of paperwork and reports as well as timely communication. The Charter management has made great improvements in timeliness of reports in the past two years with the hiring of a back-office provider and the District would like see that relationship continue. Moving forward, the Charter management and staff needs to be responsive to requests from the District and San Diego County Office of Ed with timely communication.

The Ed Code provides for three options for charters renewal petitions. If the CDE Dashboard is ALL BLUE, the Sponsoring District SHALL renew the Charter for 5 years. If the CDE Dashboard is ALL RED, the Sponsoring District SHALL NOT renew the Charter.

Finally, a middle option exists for Charters with mixed academic results, but which the District believes has shown recent academic progress and will continue to make progress, the District may renew for a provisional 2-year term.

Warner Unified values our relationship with All Tribes Charter and All Tribes Elementary Charter schools and values the service provided to their students. We also believe there is room for growth and improvement both academically and administratively. Management recommends a renewal of 2 years between July 1, 2020 and June 30, 2022. The District management and Charter Oversight group will continue to communicate recommendations for improvement and we hope to see All Tribes Charter continue to do the good work they do with their students.

ACTION ITEM

6

TOPIC: Consider approval of the 2020-2021 Local Control Accountability Plan (LCAP) Addendum.

DESCRIPTION: Provides an overview explaining the changes to program offerings that the LEA has made in response to school closures to address the COVID-19 emergency and the major impacts of the closures on students and families.

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval.

COVID-19 Operations Written Report

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone	Date of Adoption
Warner Unified School District	David MacLeod Superintendent]	David.macleod@warnerusd.net 760-782-3517	June 8th, 2020

Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of the changes your LEA has put in place. LEAs are strongly encouraged to provide descriptions that do not exceed 300 words.

Provide an overview explaining the changes to program offerings that the LEA has made in response to school closures to address the COVID-19 emergency and the major impacts of the closures on students and families.

As a small rural district Warner Unified has a unique role in the community serving 230 plus students, spread over 462 square miles. The preschool, elementary school and middle/high school, along with the district office, are all located on the same site, and together serve as a social center of the community. The school/district closures and stay at home orders have made maintaining that sense of community connection more difficult. Building a welcoming school climate has been a goal at the district, and COVID-19 conditions have made it more challenging. However, staff is committed to maintaining positive relationships and providing community support throughout this difficult time. Parents, staff and students are invited to share ideas, questions and concerns with the Superintendent, through phone calls, emails or social media, just like they used to take advantage of his open-door policy to give input.

In order to help students and families maintain the all-important connection to 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, pictures and stories of seniors, samples of student art work, and more. Parents in the community can also call or email staff members with questions or concerns. 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 students, and district leadership works with tribal leadership to provide support such as Chromebooks for students, and food or SEL resources for families. Bilingual staff are available to support the Spanish speaking members of the community, maintaining strong school-family connections. The priority for the district is the physical and social-emotional health of their students and community, as well as maintaining academic engagement.

The lack of connectivity has also made transitioning to a virtual learning environment problematic. Although WUSD has 1:1 technology implementation, and all teachers are being trained and are ready for online instruction, the access issues make that impossible at this time. The district has been investigating options to get connectivity to all areas of the district, but that is not yet available. So for now, instruction is occurring via student packets.

Provide a description of how the LEA is meeting the needs of its English learners, foster youth and low-income students.

Warner Unified School District has seen improvement in the academic achievement of both English Learner and Socioeconomically Disadvantaged student groups, based on the 2019 California Schools Dashboard. Both groups of students showed improvement in English Language Arts and Math. Since 82% of the students in WUSD are Socioeconomically Disadvantaged, school and district wide improvements such as the focus on literacy and building a love of reading among the students contributed to their improvement. Those priorities were built into the student packets that were given to students during the school shut-down, and the Reading Specialist and Instructional Aides continue to be available to help students virtually.

For English Learner students the district has worked to hire more bilingual staff to support the students and reach out to the families. These staff members have provided key support during this time of distance learning. Students and parents benefit from staff who can reach out and check in with them to see how they are doing both academically and social-emotionally, and the bilingual staff members can help identify resources for the students or families. As staff prepare the packets for students to work on at home, they take into consideration strategies to meet the diverse needs of their students, and to provide resources when students need additional help. As planning begins for the coming year, more planning and resources will be needed to ensure EL students have access to the same quality of instruction in a virtual or hybrid environment as they would in their classrooms.

Our After School Education & Safety (ASES) program staff are putting together projects(Art & STEM) and sending them out during lunch distribution. Staff is interacting with students & parents via email and phone calls. ASES staff is participating in professional development provided through SDCOE. Staff are preparing for next school year purchasing supplies and creating schedules. After School Safety and Enrichment for Teens (ASSETS) staff are also reaching out to students and preparing for next school year.

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

Provide a description of the steps that have been taken by the LEA to continue delivering high-quality distance learning opportunities.

Early in March 2020 WUSD began planning for the possibility that district/school closures may be on the horizon. Since parts of the community do not have reliable internet access, the decision was made by staff that the most equitable option was the creation of paper packets. On March 11 packets were distributed to all elementary and middle school students, just in case. Packets were distributed to high school students on March 13. As it turns out, school closures were announced March 13. Due to insightful preplanning, all students were prepared with packets for the first week of closures. Teachers continued to create weekly packets, ultimately to complete the school year. Teachers worked hard to ensure the packets were grade appropriate and standards-based. Students were invited to contact teachers by email or by phone if they needed help, and contact information was included in the packets. One of the benefits of a small district is that the staff know the students and their families well, and design lessons that will be accessible to their students. Messages were sent out to remind parents that the packets were mandatory, packets were collected and reviewed, and progress reports were given out.

Packet distribution (distribution and pick-up) was done in conjunction with meal distribution, and packets could also be dropped off at the district office. Packets were sent home by mail to students who did not pick them up. Reminders to turn in packets, with the student's name on them, were given regularly. Teachers reached out to students in a variety of ways, and bilingual staff were available to support English Learners.

Looking forward, the district hopes to be able to provide internet access to all families. Once that happens the staff is ready to transition to virtual, online instruction.

Provide a description of the steps that have been taken by the LEA to provide school meals while maintaining social distancing practices.

Warner USD organized weekly meal service for their students at a variety of pick-up locations across the district. Each week's meal service includes five lunches and five breakfasts. Staff at the lunch distribution sites practice required safety precautions, such as wearing masks and practice social distancing by limiting the number of staff when assembling the lunches. The lunches are delivered at 6 locations within the district, staff deliver lunches to parents in their cars. At the drop off locations at the two tribal halls meals some meals are then delivered directly to student's homes if needed to ensure the family's needs are met.

After the first few weeks of meal distribution Warner partnered with an outside company to provide more meal variety, including one hot meal.

Provide a description of the steps that have been taken by the LEA to arrange for supervision of students during ordinary school hours.

If a family needs to arrange for childcare or supervision they have been notified to contact the superintendent who will work with staff and community resources to arrange it. So far, no families have requested assistance in this area.

ACTION ITEM

7

TOPIC: Consider approval of the Adopted Budget for the 2020-2021 school year.

DESCRIPTION: Handout

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval.

TOPIC: Consider approval of the Agreement for Professional Services Provided by Janet Mueller of Danis Woliver Kelley, Attorneys at Law.

DESCRIPTION: District appoints Attorney to represent, advise, and counsel it from July 1, 2020, through and including June 30, 2021, and continuing there-as approved.

FISCAL IMPACT: District agrees to pay Attorney two hundred sixty-five dollars (\$265) to three hundred sixty dollars (\$360) per hour for Shareholders and Of Counsel; two hundred forty-five dollars (\$245) to two hundred ninety-five dollars (\$295) for Special Counsel; one hundred ninety-five dollars (\$195) to two hundred sixty dollars (\$260) per hour for Associates; and one hundred thirty dollars (\$130) to one hundred eighty dollars (\$180) per hour for Paralegals and Law Clerks. The rate for Gregory J. Dannis will be four hundred dollars (\$400) per hour. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided.

RECOMMENDATION: Recommend approval.



DANNIS WOLIVER KELLEY

Attorneys at Law

JANET L. MUELLER

Attorney at Law

jmuellet@DWKesq.com

San Diego

May 13, 2020

David MacLeod
Superintendent
Warner Unified School District
30951 Highway 79
Warner Springs, CA 92086

Re: 2020-21 Agreement for Professional Services

Dear Dave:

Thank you for the opportunity to provide legal advice and counseling services to the Warner Unified School District. It has been our honor for over four decades to be vital, participating partners with California school and community college districts in their mission to educate and prepare all children and young adults to be responsible, mindful citizens in the global marketplace of ideas. We remain your steadfast allies and will support you with our full range of expertise as you meet new challenges and overcome extraordinary hurdles in your continuing efforts to provide quality education programs to millions of California students.

Attached is our Agreement for Professional Services for 2020-21. In light of the economic uncertainty confronting us all, no changes have been made to the billing ranges. While our ranges remain unchanged, the rates for some individuals who perform work on your matters may increase within the existing ranges.

We will continue to offer the District efficient and prompt service and the highest quality legal advice and counsel you have come to expect. We look forward to serving the District in the coming school year and continuing our mutually rewarding partnership. Please sign the attached Agreement, insert the date of Board approval, and **return to jkarr@DWKesq.com via email**. Thank you.

Very truly yours,

DANNIS WOLIVER KELLEY

Janet L. Mueller

JLM:jk
Enclosure

SAN FRANCISCO

275 Battery Street
Suite 1150
San Francisco, CA 94111
TEL 415.543.4111
FAX 415.543.4384

LONG BEACH

115 Pine Avenue
Suite 500
Long Beach, CA 90802
TEL 562.366.8500
FAX 562.366.8505

SAN DIEGO

750 B Street
Suite 2310
San Diego, CA 92101
TEL 619.595.0202
FAX 619.702.6202

SAN RAFAEL

4040 Civic Center Drive
Suite 200
San Rafael, CA 94903
TEL 415.543.4111
FAX 415.543.4384

CHICO

2485 Notre Dame Boulevard
Suite 370-A
Chico, CA 95928
TEL 530.343.3334
FAX 530.924.4784

SACRAMENTO

555 Capitol Mall
Suite 645
Sacramento, CA 95814
TEL 916.978.4040
FAX 916.978.4039

SAN LUIS OBISPO

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

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on May 13, 2020, by and between the Warner Unified School District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

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

SCOPE OF SERVICES. District appoints Attorney to represent, advise, and counsel it from July 1, 2020, through and including June 30, 2021, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

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

FEES AND BILLING PRACTICES. Except as hereinafter provided, District agrees to pay Attorney two hundred sixty-five dollars (\$265) to three hundred sixty dollars (\$360) per hour for Shareholders and Of Counsel; two hundred forty-five dollars (\$245) to two hundred ninety-five dollars (\$295) for Special Counsel; one hundred ninety-five dollars (\$195) to two hundred sixty dollars (\$260) per hour for Associates; and one hundred thirty dollars (\$130) to one hundred eighty dollars (\$180) per hour for Paralegals and Law Clerks. The rate for Gregory J. Dannis will be four hundred dollars (\$400) per hour. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects, particular scopes of work, or for attorneys with specialized skills. The rates specified in this agreement are subject to change at any time by Attorney by written notice to Client and shall apply to all services rendered after such notice is given. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour, except for the first such advice in any business day, which is charged in a minimum of three-tenths (.3) of an hour. Actual travel time is charged at the rates above. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

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

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

witness fees. Upon mutual consent of District and Attorney, District may either advance or reimburse Attorney for such costs and expenses.

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

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

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

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

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

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


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

WARNER UNIFIED SCHOOL DISTRICT

David MacLeod
Superintendent

Date

DANNIS WOLIVER KELLEY



Janet L. Mueller
Attorney at Law

May 13, 2020
Date

At its public meeting of _____, 2020, the Board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.

Consent Agenda

Purchase Orders
May 1- May 22, 2020

WUSD PO LIST PERIOD COVERED 5/1/2020-5/22/2020

DATE	VENDOR NAME	PO#	AMOUNT
5/13/2020	JOSTENS	19-66128	487.84
5/14/2020	FIREFLY	19-66129	199.95
5/14/2020	EWING	19-66130	285.7

Commercial Warrants

May 7 - May 21, 2020

Commercial Warrant Detail-May 2020

Date	Reference	Name 1	Fund	Inv Amount
5/7/2020	14675154	REGENTS OF THE UNIVERSITY OF CALIFORNIA	1200	750.00
5/7/2020	14675155	T-MOBILE	0100	800.00
5/7/2020	14675156	ERIN O. MARSANO	0100	775.00
5/7/2020	14675157	GRANTING THE BEST EDUCATION, INC.	1300	1641.70
5/7/2020	14675158	TOP NOTCH CATERING	1300	2582.80
5/7/2020	14675159	PADRE JANITORIAL SUPPLIES	0100	671.54
5/7/2020	14675160	PACIFIC LAWN MOWER WORKS	0100	10343.99
5/7/2020	14675161	VERIZON WIRELESS	0100	168.12
5/7/2020	14675161	VERIZON WIRELESS	0100	168.12
5/7/2020	14675162	BANK OF AMERICA BUSINESS CARD	0100	26.93
5/7/2020	14675162	BANK OF AMERICA BUSINESS CARD	0100	265.38
5/7/2020	14675163	ARNTZ DISTRIBUTING COMPANY	1300	262.69
5/7/2020	14675164	CENTRAL RESTAURANT PRODUCTS	1300	8167.54
5/7/2020	14675164	CENTRAL RESTAURANT PRODUCTS	1300	8262.52
5/7/2020	14675165	RICOH USA, INC.	0100	254.18
5/7/2020	14675166	WARNER UNIFIED SCHOOL DISTRICT	0100	224.40
5/7/2020	14675166	WARNER UNIFIED SCHOOL DISTRICT	0100	67.00
5/7/2020	14675166	WARNER UNIFIED SCHOOL DISTRICT	0100	250.00
5/14/2020	14676797	ROMAN'S TRUCK BODY & PAINT	0100	566.72
5/14/2020	14676798	PATRICK C. HUMPHREY	0100	101.54
5/14/2020	14676799	SYNCB/AMAZON	0100	354.50
5/14/2020	14676799	SYNCB/AMAZON	0100	17.21
5/14/2020	14676799	SYNCB/AMAZON	0100	226.00
5/14/2020	14676799	SYNCB/AMAZON	0100	28.31
5/14/2020	14676800	DANNIS WOLIVER KELLEY	0100	2156.50
5/14/2020	14676801	EWING IRRIGATION PRODUCTS INC	0100	94.05
5/14/2020	14676802	STAPLES CREDIT PLAN	0100	126.91
5/14/2020	14676803	OREILLY AUTOMOTIVE STORES	0100	227.20
5/14/2020	14676804	RAMONA DISPOSAL	0100	574.28
5/14/2020	14676805	SAN DIEGO GAS & ELECTRIC	0100	3197.17
5/14/2020	14676806	ARNTZ DISTRIBUTING COMPANY	1300	265.45
5/14/2020	14676807	US FOODSERVICE	1300	3173.57
5/14/2020	14676807	US FOODSERVICE	1300	1411.91
5/14/2020	14676808	SYSCO SAN DIEGO	1300	447.59
5/14/2020	14676809	LEADER SERVICES	0100	625.00
5/14/2020	14676810	STANDARD INSURANCE COMPANY	0100	375.92
5/21/2020	14678525	HATCH & CESARIO	0100	25.69
5/21/2020	14678526	ARNTZ DISTRIBUTING COMPANY	1300	468.01

CONSENT AGENDA ITEM

3

TOPIC: Consider approval of Paula Brents as a substitute teacher, pending pre-employment screening.

DESCRIPTION: To work as a certificated, substitute teacher.

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval.

CONSENT AGENDA ITEM

4

TOPIC: Consider approval of Resolution 2019-2020-009, Resolution Designating Authorized Agent to Receive Mail and Pick Up Warrants at the County Office of Education.

DESCRIPTION: A yearly agreement to authorize employees allowed to receive mail and pick up warrants at SDCOE.

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval.

RESOLUTION # 2019-2020-009
RESOLUTION DESIGNATING AUTHORIZED AGENT TO RECEIVE MAIL
AND PICK UP WARRANTS AT THE COUNTY OFFICE OF EDUCATION

Warner Unified School District, San Diego County ON MOTION

OF member _____, seconded by member _____

effective July 1, 2020 through June 30, 2021.

IT IS RESOLVED AND ORDERED that:

1. The authorized agent (**one person only**) to receive mail from the Accounting/Payroll Sections is Andrea Sissons.
2. The authorized person(s) or district(s) to pick up warrants from the County Office (other than the mail addressee) are:

Andrea Sissons

David MacLeod

Shannon Stein and Rhonda Hill

- | | mail | hold | consortium | |
|--------------|-------------------------------------|--------------------------|--------------------------|---|
| 3. Check one | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Monthly payroll warrants each and every month. |
| Check one | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Daily/Hourly payroll warrants each and every month. |

IT IS FURTHER RESOLVED that, this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on June 8, 2020 by the following vote:
(date)

AYES: _____ MEMBERS

NOES: _____ MEMBERS

ABSENT: _____ MEMBERS

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

I, Carolyn Audibert, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

Secretary/Clerk of the Governing Board

Manual signature(s) of authorized person(s):

Facsimile signature(s), if applicable:
(Rubber Stamp)

CONSENT AGENDA ITEM

5

TOPIC: Consider approval of Resolution 2019-2020-010,
Payment Order Resolution.

DESCRIPTION: A yearly agreement to authorize Payment Orders.

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval.

RESOLUTION # 2019-2020-010
PAYMENT ORDER RESOLUTION

Warner Unified School District, San Diego County ON MOTION
OF member _____, seconded by member _____
effective July 1, 2020 through June 30, 2021.

IT IS RESOLVED AND ORDERED that, in accordance with the provisions of Section 3100 et seq., Chapter 8, Division 4, Title I of the Government Code (**all districts**), the following person(s) be and is hereby designated to ascertain and certify that each employee of said district has taken the oath of allegiance.

David MacLeod or Andrea Sissons.

IT IS FURTHER RESOLVED AND ORDERED that, in accordance with the payroll procedure provided in Education Code Section 45310 (**merit system districts only**), no warrant shall be drawn by or on behalf of the governing board of this district for the payment of any salary or wage to any employee in the classified service unless the assignment bears the certification of the following person:

_____, Personnel Director

IT IS FURTHER RESOLVED that this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on June 8, 2020 by the following vote:
(date)

AYES: _____ MEMBERS

NOES: _____ MEMBERS

ABSENT: _____ MEMBERS

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

I, Carolyn Audibert, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

Secretary/Clerk of the Governing Board

Manual signature(s) of authorized person(s):

Facsimile signature(s), if applicable:
(Rubber Stamp) Gov Code Sec. 5501

CONSENT AGENDA ITEM

6

TOPIC: Consider approval of Resolution 2019-2020-011, Resolution Authorizing the County Office of Education Credentials Department to Release Credential Held Warrants to Employees.

DESCRIPTION: A yearly agreement to authorize Credential Held Warrants Release.

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval.

RESOLUTION # 2019-2020-011
**RESOLUTION AUTHORIZING THE COUNTY OFFICE OF EDUCATION CREDENTIALS
DEPARTMENT TO RELEASE CREDENTIAL HELD WARRANTS TO EMPLOYEES**

Warner Unified School District, San Diego County ON MOTION
OF member _____, seconded by member _____
effective July 1, 2020 through June 30, 2021.

IT IS RESOLVED AND ORDERED that, The County Office of Education Credentials Department is authorized to release credentials held warrants to employees who have provided the required credential paper work.

PASSED AND ADOPTED by said Governing Board on June 8, 2020 by the following vote:
(date)

AYES: _____ MEMBERS

NOES: _____ MEMBERS

ABSENT: _____ MEMBERS

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

I, Carolyn Audibert, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

Secretary/Clerk of the Governing Board

CONSENT AGENDA ITEM

7

TOPIC: Consider approval of Resolution 2019-2020-012, Resolution Designating Authorized Agent to Sign School Orders (Commercial Warrants).

DESCRIPTION: A yearly agreement to authorize David MacLeod or Andrea Sissons to sign Commercial Warrants.

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval.

RESOLUTION # 2019-2020-012
RESOLUTION DESIGNATING AUTHORIZED AGENT TO SIGN SCHOOL ORDERS
(COMMERCIAL WARRANTS)

Warner Unified School District, San Diego County ON MOTION

OF member _____, seconded by member _____

effective July 1, 2020 through June 30, 2021.

IT IS RESOLVED AND ORDERED that, pursuant to the provisions of Education Code Section 42632 or 85232, David MacLeod or Andrea Sisson be and is hereby authorized to sign any and all orders in the name of said District, drawn on the funds of said District.

IT IS FURTHER RESOLVED that this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on June 8, 2020 by the following vote: (date)

AYES: _____ MEMBERS

NOES: _____ MEMBERS

ABSENT: _____ MEMBERS

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

I, Carolyn Audibert, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

Secretary/Clerk of the Governing Board

Manual signature(s) of authorized person(s):

Facsimile signature(s), if applicable:
(Rubber Stamp)

CONSENT AGENDA ITEM

8

TOPIC: Consider approval of Resolution 2019-2020-013, Resolution Authorizing the Replacement of Warrants.

DESCRIPTION: A yearly agreement to authorize Superintendent or Chief Business Official to reissue new payroll and Commercial Warrants.

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval.

Warner Unified SCHOOL DISTRICT
RESOLUTION AUTHORIZING THE REPLACEMENT OF WARRANTS
2019-2020-013

On a motion of Member _____, seconded by Member _____ the following Resolution is adopted:

WHEREAS, during the course of business, this School District issues payroll and commercial warrants for the payments of goods and services received by the District; and
WHEREAS, payroll and commercial warrants are lost, stolen, mutilated, or expire upon occasion; and
WHEREAS, a petition for issuance of a new warrant may be presented by the payee pursuant to Government Code section 29802.

NOW, THEREFORE BE IT RESOLVED by the governing Board of the
Warner Unified

School District of San Diego County, California, that the following persons shall be authorized to reissue new payroll and commercial warrants upon presentation of a properly completed petition for issuance of a new warrant if such new warrant does not exceed the amount of the original warrant.

	Manual Signature	Facsimile Signature
Superintendent	_____	_____
Assistant Superintendent, Business Services	_____	_____
Assistant Superintendent, Employer/Employee Relations	_____	_____
Assistant Superintendent, Educational Services	_____	_____
Director of Accounting	_____	_____

PASSED AND ADOPTED by said Governing Board on 6/8/20

AYES: _____

NOES: _____

ABSENT: _____

I, Carolyn Audibert Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the Governing Board at a regularly called and conducted meeting held on said date.

Clerk of the Governing Board