

WARNER UNIFIED SCHOOL DISTRICT

AGENDA

NOTICE OF SPECIAL BOARD MEETING:

June 22, 2020

To: All Interested Citizens

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 24 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. Written notice is hereby given in accordance with Government Code Section 54956 that the following special meeting of the Governing Board of the Warner Unified School District will be held:

Written notice is hereby given in accordance with Government Code Section 54956 that the following special meeting of the Governing Board of the Warner Unified School District will be held:

Date: Wednesday, June 24, 2020

Hour: 4:30 pm

Place: District Office

The business to be transacted at the meeting shall be limited to the following. No discussion can be held and no Governing Board action can be taken on items that are not on agenda.

- A. CALL TO ORDER**
- B. FLAG SALUTE**
- C. ROLL CALL**
- D. SPECIAL PRESENTATION**
- E. RECESS TO CLOSED SESSION**
- F. RECONVENE TO REGULAR SESSION**
- G. REPORT OF ACTION TAKEN IN CLOSED SESSION**
- H. ACCEPTANCE OF AGENDA**
- I. PUBLIC COMMENT ON AGENDA ITEMS ONLY**
- J. ACTION ITEMS:**
 - 1. Consider approval of the Declaration of Need for Fully Qualified Educators.
 - 2. Discussion and possible action regarding Parent Survey and the return to school for the 2020-2021 School year.
 - 3. Consider approval of the contract for the California State Preschool Program, CSPP -0485, for the 2020-2021 school year.
 - 4. Consider approval of Resolution **2019-2020-015** certifying the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2020-2021 (State Preschool).
 - 5. Consider approval of the independent contract with Fleet Maintenance Services for the 2020-2021 school year.
 - 6. Consider the independent contract with Merl Johnson Water System Management for the 2020-2021 school year.
 - 7. Consider approval of the proposal by Bob Greer Electric.
 - 8. Consider approval of the proposal by Advance Plumbing Co.
 - 9. Consider approval of the San Diego County Superintendent of Schools Agreement for Library Media Services Subscriptions.
 - 10. Consider approval of the San Diego Superintendent of Schools Contract With Warner Unified School District for Synergy Education Platform.
 - 11. Consider approval of the Memorandum of Agreement San Diego County Schools Fingerprint Clearinghouse.
- K. INFORMATION ITEMS: None**
- L. ADJOURNMENT**

ACTION ITEM

1

TOPIC: Consider approval of the Declaration of Need for Fully Qualified Educators.

DESCRIPTION: Yearly declaration for the Fully Qualified Educators; are claiming zero for the 2020-2021 school year.

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval.



State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2020-2021

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Warner Unified School District District CDS Code: 37-75416-0000

Name of County: San Diego County County CDS Code: 66

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 06 / 24 / 2020 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2021.

Submitted by (Superintendent, Board Secretary, or Designee):

David MacLeod

Superintendent

Name

Signature

Title

760-782-9117

760-782-3517

06/24/2020

Fax Number

Telephone Number

Date

30951 Hwy. 79, PO BOX 8 Warner Springs, CA. 92086

Mailing Address

david.macleod@warnerusd.net

Email Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► ***Enclose a copy of the public announcement***

Submitted by Superintendent, Director, or Designee:

_____	_____	_____
<i>Name</i>	<i>Signature</i>	<i>Title</i>
_____	_____	_____
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>

<i>Mailing Address</i>		

<i>E-Mail Address</i>		

- *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	_____
Bilingual Authorization (applicant already holds teaching credential)	_____
List target language(s) for bilingual authorization: _____	
Resource Specialist	_____
Teacher Librarian Services	_____

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	
Special Education	
TOTAL	0

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes ☐ No ☐

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program? Yes ☐ No ☐

If yes, how many interns do you expect to have this year? _____

If yes, list each college or university with which you participate in an internship program.

If no, explain why you do not participate in an internship program.

ACTION ITEM

2

TOPIC: Discussion and possible action regarding Parent Survey and the return to school for the 2020-2021 school year.

DESCRIPTION: The Superintendent will present.

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval.

ACTION ITEM

3

TOPIC: Consider approval of the contract for the California State Preschool Program CSPP-0485, for the 2020-2021 school year.

DESCRIPTION: 2020-2021 contract renewal for the California State Preschool Program for July 1, 2020 through June 30, 2021.

FISCAL IMPACT: TBD, based on student enrollment

RECOMMENDATION: Recommend approval.

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Warner Unified School District	33-0644852

By (Authorized Signature)

Printed Name and Title of Person Signing

David MacLeod

Date Executed	Executed in the County of
June 24, 2020	San Diego

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1. Proposer/Bidder Firm Name (Printed):

Warner Unified School District

2. Federal ID Number:

33-0644852

3. By (Authorized Signature):

4. Printed Name and Title of Person Signing:

David MacLeod - Superintendent

5. Date Executed:

6/24/20

6. Executed in the County and State of:

San Diego, California

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 20 - 21

DATE: July 01, 2020

CONTRACT NUMBER: CSPP-0485

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 37-07541-00-0

OCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: WARNER UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the CONTINUED FUNDING APPLICATION FY 20-21, the GENERAL TERMS AND CONDITIONS* (GTC 04/2017), the STATE PRESCHOOL PROGRAM REQUIREMENTS*, and the FUNDING TERMS AND CONDITIONS* (FT&C), which are by reference made a part of the Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2020 through June 30, 2021. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount section of the FT&C, at a rate not to exceed \$49.85 per child day of full time enrollment and a Maximum Reimbursable Amount (MRA) of \$9,301.00.

Service Requirements

Minimum Child Days of Enrollment (CDE) Requirement 1,992.0

Minimum Days of Operation (MDO) Requirement 180

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an asterisk (*) can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2020.asp>

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING David MacLeod - Superintendent			
TITLE Contract Manager		ADDRESS 30951 Hwy. 79 Warner Springs, CA. 92086			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 99,301	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 23038-7541				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 99,301	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
SIGNATURE OF ACCOUNTING OFFICER		T.B.A. NO.		B.R. NO.	
		DATE			

TOPIC: Consider approval of **Resolution No. 2019-2020-015** certifying the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and developmental services and to authorize the designated personnel to sign contract documents for Fiscal Year 2020-2021 (State Preschool).

DESCRIPTION: This resolution is adopted in order to certify the Approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2020-2021 (State Preschool).

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval.

(Date)

- TOPIC:** Consider approval of the independent contract with Fleet Maintenance Services for the 2020-2021 school year.
- DESCRIPTION:** Preventative Maintenance, Service and Repairs on site for District Fleet. Contractor will diagnose major repairs and coordinate services at a certified shop. District will purchase parts, Contractor will arrange for pick up and delivery of vehicles to offsite vendors as approved by the District. Additional Transportation Department Duties as requested.
- FISCAL IMPACT:** Preventative Maintenance A: \$177
Preventative Maintenance B: \$240
Preventative Maintenance C: \$450
Preventative Maint. Van Inspection/Service \$130
Minor Repairs/Labor: \$55/hour
Heavy Duty Repairs/Labor: \$85/hour
\$1,000 per month for added transportation coordination and oversight duties.
All other costs will be preapproved by the District Business Services department.
- RECOMMENDATION:** Recommend approval.

Warner Unified School District INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July, 2020.
by and between the WARNER UNIFIED SCHOOL DISTRICT, hereinafter referred to as DISTRICT,
and **Fleet Maintenance Services, 160-40-9137,** hereinafter referred to as CONTRACTOR.
Business License # BL-00021311

WITNESSETH:

WHEREAS, Government Code Section 53060 authorizes the DISTRICT to contract with and employ persons to furnish special services and advice to DISTRICT in financial, economic, accounting, engineering, legal or administrative matters if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONTRACTOR for the special services and advice described herein; and

WHEREAS, CONTRACTOR is specially trained, experienced, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;
NOW, THEREFORE, it is mutually agreed by the parties hereto, as follows:

1. **Services to be provided by Contractor.**

Preventative Maintenance, Service and Repairs on site for District Fleet. Contractor will diagnose major repairs and coordinate services at a certified shop. District will purchase parts, Contractor will arrange for pickup or delivery of parts and delivery of vehicles to offsite vendors as approved by the District. Additional Transportation Department Duties as requested.

(For additional explanation of services, attach Exhibit A which will be incorporated herein full by this reference) CONTRACTOR shall keep DISTRICT's Superintendent and other designed DISTRICT representatives fully informed as to the progress of the work and shall submit to DISTRICT such oral and written reports as DISTRICT may specify.

2. **Term of Agreement.**

The services called for under this Agreement shall be provided by CONTRACTOR during the period commencing on, July 1, 2020, and ending on June 30, 2021. It shall be expressly understood by CONTRACTOR that time is of the essence for this Agreement and DISTRICT may terminate this Agreement in the event of unexcused delay in CONTRACTOR'S performance hereunder.

3. **Contractor's Fee.**

DISTRICT agrees to pay CONTRACTOR for services satisfactorily performed pursuant to this Agreement, the sum of **Services billed per payment terms, section 4.** Dollars (\$).

4. **Payments. 21**

CONTRACTOR is responsible for submitting IRS Form W-9 (Request for Taxpayer Identification Number) and an invoice to the DISTRICT which indicates the services performed and the date(s). Upon verification by DISTRICT'S representative that CONTRACTOR has satisfactorily performed the services, DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Preventative Maintenance A: \$177	Preventative Maint. Van Inspection/Service: \$130
Preventative Maintenance B: \$240	Minor Repairs/Labor: \$55/hour
Preventative Maintenance C: \$450	Heavy Duty Repairs/Labor: \$85/hour
\$1,000 per month for added transportation coordination and oversite duties.	
All other costs will be preapproved by the District Business Services department.	

(For additional explanation of payment terms, attach Exhibit B which will be incorporated herein full by this reference)

5. Expenses.

DISTRICT shall not be liable to CONTRACTOR for any additional costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except for the following (additional expenses must be specific):(For additional explanation of expenses, please attach Exhibit C).

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6. Non-Resident Independent Contractor Withholding.

The California Revenue and Taxation Code requires the DISTRICT to withhold income taxes from payments made to non-resident independent contractors performing services in California when earning more than \$1,500 in a calendar year. The current withholding rate is seven percent (7%) of gross payments.

7. Independent Contractor.

CONTRACTOR, in the performance of this Agreement, shall be and shall act as an independent contractor and not as an officer, agent or employee of the DISTRICT. CONTRACTOR shall be responsible for all salaries, payments, and benefits for all of its officers, agencies, and employees in performing services pursuant to this Agreement.

8. Workers' Compensation Insurance.

CONTRACTOR agrees to procure and maintain in full force and effect Workers' Compensation Insurance required under California Labor Code Section 3700 covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against DISTRICT by such employee or agent participating under this Agreement, CONTRACTOR agrees to defend and hold harmless the DISTRICT from such claim. CONTRACTOR shall provide a Transfer of Rights of Recovery against Others (aka Waiver of Subrogation) endorsement favoring DISTRICT.

9. Hold Harmless and Indemnification.

CONTRACTOR agrees to indemnify and to hold free and harmless DISTRICT, its officers, agents, and employees from all loss, liability, damages, costs, or expenses, including attorney's fees and costs, that may or might at any time arise or be asserted against DISTRICT, its officers, agents and employees, arising by reason of, in the course of, or in connection with, the performance of this Agreement.

10. Insurance.

CONTRACTOR agrees to carry automobile insurance at statutory amounts as well as general and/or professional liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage, or per claim for professional in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability, including claims for products and completed operations which may arise out of this Agreement. The required limits may change based on risk exposure. Such required limit change is at the sole discretion of DISTRICT. CONTRACTOR shall name DISTRICT, its officers, Board members, employees and agents as additional insured by separate insurance policy endorsement. CONTRACTOR shall provide a primary and noncontributory endorsement (commercial general liability only) favoring the DISTRICT. CONTRACTOR shall provide by policy endorsement, a 30 day insurance policy **Notice of Cancellation.**

11. Permits/Licenses.

CONTRACTOR and all CONTRACTOR'S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishings of services pursuant to this Agreement.

12. Employment with Public Agency.

CONTRACTOR, if employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are being performed pursuant to this Agreement.

13. Assignment.

No portion of this Agreement or any of the work to be performed hereunder may be assigned by CONTRACTOR without express written consent of DISTRICT, and without such consent, all services hereunder are to be performed solely by CONTRACTOR, its officers, agents and employees.

14. Ownership of Work-Product.

All products of work performed pursuant to this Agreement will be the sole property of DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of DISTRICT.

15. Termination of Agreement.

DISTRICT may terminate this agreement and will be relieved of all obligations under this Agreement should CONTRACTOR fail to perform any of the terms and conditions hereof at the time and places set forth herein. In the event of such termination, CONTRACTOR shall be paid the reasonable value of the services rendered up to the date of such termination, less any payments theretofore made, as determined by DISTRICT, and the CONTRACTOR hereby expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

16. Termination for Non-Funding.

This Agreement is valid and enforceable only if sufficient funds are made available to the DISTRICT by the State of California for the fiscal year(s) covered by this Agreement.

17. Pupil Safety Provisions.

To comply with Education Code section 45125.1, the DISTRICT shall complete the "Pupil Safety Provisions" below certifying the level of contact that CONTRACTOR is expected to have with DISTRICT'S pupils.

_____ The DISTRICT has determined that greater than limited contact with pupils may occur under the terms of this contract. Fingerprinting and certification will be required of the contractor. No work may take place until the requirements of Education Code section 45125.1 have been met.

_____ The DISTRICT has determined that limited contact with pupils may occur under the terms of this contract. In lieu of fingerprinting, a DISTRICT employee will provide supervision at all times when the CONTRACTOR has contact with pupils.

_____ The DISTRICT has determined that there will be no contact with pupils under the terms of this contract.

The above determination is made by:

NAME: _____ Signature: _____ Date: _____

Superintendent/CBO (Print name and Signature)

18. DISTRICT Administrator of Agreement.

The point of contact for this agreement is:

Name: ANDREA SISSONS
Title: Chief Business Official
Telephone: (760) 782-3517
E-mail: Andrea.Sissons@warnerusd.net

19. Contractor Point of Contact:

Name: John and Mary Politano
Address: PO BOX 1522, San Marcos, CA 92079
Telephone: (760) 519-8991
E-mail:

20. Attorneys' Fees.

If suit is brought by either party to this Agreement to enforce any of its terms and the DISTRICT prevails in such suit, CONTRACTOR shall pay all litigation expenses incurred by DISTRICT, including attorney's fees, court costs, expert witness fees, and investigation expenses.

21. Governing Law.

The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego DISTRICT, California.

22. Entire Agreement/Amendment.

This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

IN WITNESS THEREOF the parties hereto have executed this Agreement as of the date herein above first written.

WARNER UNIFIED SCHOOL DISTRICT

Andrea Sissons, Chief Business Official

Name/Title

Authorized Signature

Date

CONTRACTOR

John Politano, Owner Mary Politano

Authorized Signature

Date

ACTION ITEM

6

TOPIC: Consider the independent contract with Merl Johnson Water System Management for the 2020-2021 school year.

DESCRIPTION: Water Distribution Operator

FISCAL IMPACT: Services billed at \$250/month plus \$85/hourly. Prior approval for hourly services required from Warner USD Administration.

RECOMMENDATION: Recommend approval.

Warner Unified School District INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of June, 2020.
by and between the WARNER UNIFIED SCHOOL DISTRICT, hereinafter referred to as DISTRICT, and
Water Systems Management, Merl Johnson, hereinafter referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, Government Code Section 53060 authorizes the DISTRICT to contract with and employ persons to furnish special services and advice to DISTRICT in financial, economic, accounting, engineering, legal or administrative matters if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONTRACTOR for the special services and advice described herein; and

WHEREAS, CONTRACTOR is specially trained, experienced, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;
NOW, THEREFORE, it is mutually agreed by the parties hereto, as follows:

1. Services to be provided by Contractor.

Water Distribution Operator - See Attachment: Service Agreement

(For additional explanation of services, attach Exhibit A which will be incorporated herein full by this reference) CONTRACTOR shall keep DISTRICT's Superintendent and other designed DISTRICT representatives fully informed as to the progress of the work and shall submit to DISTRICT such oral and written reports as DISTRICT may specify.

2. Term of Agreement.

The services called for under this Agreement shall be provided by CONTRACTOR during the period commencing on, July 1, 2020, and ending on June 30, 2021. It shall be expressly understood by CONTRACTOR that time is of the essence for this Agreement and DISTRICT may terminate this Agreement in the event of unexcused delay in CONTRACTOR'S performance hereunder.

3. Contractor's Fee.

DISTRICT agrees to pay CONTRACTOR for services satisfactorily performed pursuant to this Agreement, a sum, not to exceed Dollars (\$).

4. Payments.

CONTRACTOR is responsible for submitting IRS Form W-9 (Request for Taxpayer Identification Number) and an invoice to the DISTRICT which indicates the services performed and the date(s). Upon verification by DISTRICT'S representative that CONTRACTOR has satisfactorily performed the services, DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Services billed at \$250/month plus \$85/hourly. See attached Services Agreement for details.
Prior approval for hourly services required from Warner USD Administration.

(For additional explanation of payment terms, attach Exhibit B which will be incorporated herein full by this reference)

5. Expenses.

DISTRICT shall not be liable to CONTRACTOR for any additional costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except for the following (additional expenses must be specific) :(For additional explanation of expenses, please attach Exhibit C).

N/A

6. Non-Resident Independent Contractor Withholding.

The California Revenue and Taxation Code requires the DISTRICT to withhold income taxes from payments made to non-resident independent contractors performing services in California when earning more than \$1,500 in a calendar year. The current withholding rate is seven percent (7%) of gross payments.

7. Independent Contractor.

CONTRACTOR, in the performance of this Agreement, shall be and shall act as an independent contractor and not as an officer, agent or employee of the DISTRICT. CONTRACTOR shall be responsible for all salaries, payments, and benefits for all of its officers, agencies, and employees in performing services pursuant to this Agreement.

8. Workers' Compensation Insurance.

CONTRACTOR agrees to procure and maintain in full force and effect Workers' Compensation Insurance required under California Labor Code Section 3700 covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against DISTRICT by such employee or agent participating under this Agreement, CONTRACTOR agrees to defend and hold harmless the DISTRICT from such claim. CONTRACTOR shall provide a Transfer of Rights of Recovery against Others (aka Waiver of Subrogation) endorsement favoring DISTRICT.

9. Hold Harmless and Indemnification.

CONTRACTOR agrees to indemnify and to hold free and harmless DISTRICT, its officers, agents, and employees from all loss, liability, damages, costs, or expenses, including attorney's fees and costs, that may or might at any time arise or be asserted against DISTRICT, its officers, agents and employees, arising by reason of, in the course of, or in connection with, the performance of this Agreement.

10. Insurance.

CONTRACTOR agrees to carry automobile insurance at statutory amounts as well as general and/or professional liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage, or per claim for professional in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability, including claims for products and completed operations which may arise out of this Agreement. The required limits may change based on risk exposure. Such required limit change is at the sole discretion of DISTRICT. CONTRACTOR shall name DISTRICT, its officers, Board members, employees and agents as additional insured by separate insurance policy endorsement. CONTRACTOR shall provide a primary and noncontributory endorsement (commercial general liability only) favoring the DISTRICT. CONTRACTOR shall provide by policy endorsement, a 30-day insurance policy Notice of Cancellation.

11. Permits/Licenses.

CONTRACTOR and all CONTRACTOR'S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishings of services pursuant to this Agreement.

12. Employment with Public Agency.

CONTRACTOR, if employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are being performed pursuant to this Agreement.

13. Assignment.

No portion of this Agreement or any of the work to be performed hereunder may be assigned by CONTRACTOR without express written consent of DISTRICT, and without such consent, all services hereunder are to be performed solely by CONTRACTOR, its officers, agents and employees.

14. Ownership of Work-Product.

All products of work performed pursuant to this Agreement will be the sole property of DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of DISTRICT.

15. Termination of Agreement.

DISTRICT may terminate this agreement and will be relieved of all obligations under this Agreement should CONTRACTOR fail to perform any of the terms and conditions hereof at the time and places set forth herein. In the event of such termination, CONTRACTOR shall be paid the reasonable value of the services rendered up to the date of such termination, less any payments theretofore made, as determined by DISTRICT, and the CONTRACTOR hereby expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

16. Termination for Non-Funding.

This Agreement is valid and enforceable only if sufficient funds are made available to the DISTRICT by the State of California for the fiscal year(s) covered by this Agreement.

17. Pupil Safety Provisions.

To comply with Education Code section 45125.1, the DISTRICT shall complete the "Pupil Safety Provisions" below certifying the level of contact that CONTRACTOR is expected to have with DISTRICT'S pupils.

_____ The DISTRICT has determined that greater than limited contact with pupils may occur under the terms of this contract. Fingerprinting and certification will be required of the contractor. No work may take place until the requirements of Education Code section 45125.1 have been met.

_____ The DISTRICT has determined that limited contact with pupils may occur under the terms of this contract. In lieu of fingerprinting, a DISTRICT employee will provide supervision at all times when the CONTRACTOR has contact with pupils.

_____ The DISTRICT has determined that there will be no contact with pupils under the terms of this contract.

The above determination is made by:

NAME: _____ Signature: _____ Date: _____

Superintendent/CBO (Print name and Signature)

18. DISTRICT Administrator of Agreement.

The point of contact for this agreement is:

Name: **ANDREA SISSONS**
Title: **Chief Business Official**
Telephone: **(760) 782-3517**
E-mail: Andrea.Sissons@warnerusd.net

19. Contractor Point of Contact:

Name: **Merl Johnson**
Address: **PO BOX 391655; Anza, CA 92539**
Telephone: **(951) 337-7417**
E-mail:

20. Attorneys' Fees.

If suit is brought by either party to this Agreement to enforce any of its terms and the DISTRICT prevails in such suit, CONTRACTOR shall pay all litigation expenses incurred by DISTRICT, including attorney's fees, court costs, expert witness fees, and investigation expenses.

21. Governing Law.

The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego DISTRICT, California.

22. Entire Agreement/Amendment.

This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

IN WITNESS THEREOF the parties hereto have executed this Agreement as of the date herein above first written.

WARNER UNIFIED SCHOOL DISTRICT

Andrea Sissons, Chief Business Official
Name/Title

Authorized Signature

Date

CONTRACTOR

Independent Contractor's Name/Title

Authorized Signature

Date

ACTION ITEM

7

TOPIC: Consider approval of the proposal by Bob Greer Electric.

DESCRIPTION: Propose 120 volt GFCI protected power to five water cooler locations

FISCAL IMPACT: \$5,100.00

RECOMMENDATION: Recommend approval.

Bob Greer Electric

2135 Robertson Street
Ramona, CA 92065
(760) 788-8073
FAX (760) 788-1047

Proposal

DATE	Proposal No.
6/9/2020	2901

Customer
Warner Unified School District 30951 Highway 79 Warner Springs, CA 92086

PROJECT	Square Footage
Power To Five Water C...	N/A

DESCRIPTION	TOTAL
<p>We propose 120 volt GFCI protected power to five water cooler locations. Specified by the plumbers as 1 and 2, 3, 5 and 12. Power comes from nearby panels and this proposal assumes space available in these panels.</p> <p>Using 1/2 inch EMT conduit inside and outside and romex in T-Grid ceilings we will stage power close to the water coolers inside or out. At that point power goes inside the wall to a flush to the wall receptacle behind the water cooler.</p> <p>The plumber should layout where the receptacle needs to be. We can get the height right from the drawings but the side to side location isn't clear.</p> <p>We will provide GFCI circuit breakers and all labor and material for a complete job.</p> <p>I am DIR compliant.</p>	5,100.00
	TOTAL \$5,100.00

Payment Schedule: 70% draw at rough, remainder when done.

Accepted by: _____

ACTION ITEM

8

TOPIC: Consider approval of the proposal by Advance Plumbing Co.

DESCRIPTION: Install new drinking fountains with point of use water filters at (13) locations.

FISCAL IMPACT: \$94,285.00 covered by Grant

RECOMMENDATION: Recommend approval.



Proposal

Office (619) 447-2770

Fax (619) 579-3987

PO Box 1706

El Cajon, CA 92022

Customer:

Eric Hall & Associates
5245 Avenida Encinas; Suite A
Carlsbad, CA 92008

Date: 4/16/2020

Customer Contact: Bob Nicholson
bob@ehanda.com

Project: **Warner Unified School District**

Project Address: 30951 CA-79

Warner Springs, CA 92086

Description of work:

Install new drinking fountains with point of use water filters at (13) locations

- | | |
|---|---|
| <p>1 Location 1/2: Remove and replace existing drinking fountain. Install (2) new drinking fountains with bottle fillers and water filters.</p> <p><i>Location:</i> Near Elementary School Room 1</p> <p><i>Fixture:</i> Elkay model LVRCGRN8WSK Chilled Drinking Fountain (x2)</p> <p><i>Additional Notes:</i> Units require power. Provide mounting heights for fixtures. Water filters will be mounted exposed on wall.</p> | <p>\$ 8,175.00</p> |
| <p>2 Location 3: Install new Hi-Low drinking fountain with bottle filler and water filter</p> <p><i>Location:</i> Near Preschool Room 7</p> <p><i>Fixture:</i> Elkay model VRCTLR8WSK Hi-Low Chilled Drinking Fountain</p> <p><i>Additional Notes:</i> Unit requires power. Provide mounting heights for fixtures. Water filter will be mounted exposed on wall. Need to confirm waste & water POCs</p> | <p>\$ 6,090.00</p> <p><i>Price is TBD</i></p> |
| <p>3 Location 4: Install new freeze resistant pedestal drinking fountain bottle filler and water filter</p> <p><i>Location:</i> Near Basketball Court & Playground</p> <p><i>Fixture:</i> Elkay model LK4420BF1UFRK</p> <p><i>Additional Notes:</i> Needs color specified. Confirm location. Requires asphalt demo unless we move to nearby grass area. Price reflects installation at grass area (no asphalt demo)</p> | <p>\$ 14,200.00</p> |
| <p>4 Location 5: Install new Hi-Low drinking fountain with bottle filler and water filter</p> <p><i>Location:</i> Near Jr/HS Room 113</p> <p><i>Fixture:</i> Elkay model VRCTLR8WSK Hi-Low Chilled Drinking Fountain</p> <p><i>Additional Notes:</i> Unit requires power. Provide mounting heights for fixtures. Water filter will be mounted exposed on wall.</p> | <p>\$ 6,090.00</p> |
| <p>5 Location 6: Install new water filter at existing fountain</p> <p><i>Location:</i> Inside Gym</p> <p><i>Fixture:</i> AdvantEdge Plus +</p> <p><i>Additional Notes:</i> Filter to be mounted below existing fountain. District to provide any cover/doors to conceal.</p> | <p>\$ 1,260.00</p> |

- | | | |
|----|--|-------------------------------------|
| 6 | Location 8: Install new freeze resistant pedestal drinking fountain bottle filler and water filter
<i>Location:</i> Agricultural Room (Barn)
<i>Fixture:</i> Elkay model LK4420BF1UFRK
<i>Additional Notes:</i> Need to confirm scope. Exhibit D indicates Hi-Low drinking fountain. No way to mount drinking fountain to exterior wall. Suggest pedestal fountain similar to #4 | \$ 14,200.00
<i>Price is TBD</i> |
| 7 | Location 9: Install new freeze resistant pedestal drinking fountain bottle filler and water filter
<i>Location:</i> Baseball, Softball, Football fields
<i>Fixture:</i> Elkay model LK4420BF1UFRK
<i>Additional Notes:</i> Need to confirm color | \$ 14,200.00 |
| 8 | Location 10: Install new freeze resistant pedestal drinking fountain bottle filler and water filter
<i>Location:</i> Baseball, Softball, Football fields
<i>Fixture:</i> Elkay model LK4420BF1UFRK
<i>Additional Notes:</i> Need to confirm color | \$ 14,200.00 |
| 9 | Location 11: Install new Hi-Low drinking fountain with bottle filler and water filter
<i>Location:</i> Portable Building
<i>Fixture:</i> Elkay model VRCTLR8WSK Hi-Low Chilled Drinking Fountain
<i>Additional Notes:</i> Unit requires power. Provide mounting heights for fixtures. Water filter will be mounted exposed on wall. | \$ 6,090.00 |
| 10 | Location 12: Install new Hi-Low drinking fountain with bottle filler and water filter
<i>Location:</i> Cafeteria
<i>Fixture:</i> Elkay model VRCTLR8WSK Hi-Low Chilled Drinking Fountain
<i>Additional Notes:</i> Unit requires power. Provide mounting heights for fixtures. Water filter will be mounted exposed on wall. Need to verify water POC | \$ 5,450.00 |
| 11 | Location 13: Install new Hi-Low drinking fountain with bottle filler and water filter
<i>Location:</i> Admin Office
<i>Fixture:</i> Elkay model LRVCGN8WSK
<i>Additional Notes:</i> Unit requires power. Provide mounting heights for fixture. Water filter will be mounted exposed on wall. | \$ 4,330.00 |

Proposed Total: \$ 94,285.00

Proposed total is rough estimate. Details needed to be finalized before a true total be determined

Exclusions: No electrical work of any kind. No wall demo. No repairs to wall finishes (interior or exterior). No work to tile, no drywall, no painting, No demo of asphalt or concrete. No chlorination or lab testing.

Thank you for choosing Advance Plumbing Company

- TOPIC:** Consider approval of the San Diego County Superintendent of Schools Agreement for Library Media Services Subscriptions.
- DESCRIPTION:** County will provide customized professional development for library staff and teachers to utilize the San Diego County Office of Education Digital Content Portal (DCP).
- FISCAL IMPACT:** Subscription access to the DCP:
\$5.57 per CDE reported student enrollment.
Librarian Record Services:
\$0.42 per CDE reported student enrollment.
- RECOMMENDATION:** Recommend approval.

**San Diego County Superintendent of Schools
Agreement for Library Media Services Subscriptions**

The Governing Board of the Warner Unified School District, hereinafter called the "District", and the San Diego County Superintendent of Schools, hereinafter called the "County", agree as follows:

COUNTY SERVICES

1. County will provide the district staff and student subscription service to the San Diego County Office of Education Digital Content Portal (DCP). The service will also include certain communications from the SDCOE and/or the DCP, such as service announcements, DCP newsletters and administrative messages. These communications are considered part of DCP subscription.
 - a) County will provide customized professional development for library staff and teachers to utilize the San Diego County Office of Education Digital Content Portal (DCP) online resources.
 - b) County will provide the DCP logo to the district for use as an electronic link available for use on district and school site websites.
 - c) The DCP subscription provides links to other World Wide Web sites and resources. Because the SDCOE has no control over such sites and resources, you acknowledge and agree that the SDCOE is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any Content, advertising, products, or material on or available from such sites or resources. You further acknowledge and agree that the SDCOE shall not be responsible or liable, directly or indirectly, for any damage or loss caused, or alleged to be caused by, or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.
 - d) The DCP vendor contract stipulates that upon termination of this subscription service, all downloaded materials that have been accessed through the SDCOE Digital Content Portal resources by staff and students must be erased. This includes videos, instructional materials, images, audio clips and information obtained from, associated with or inside your district's DCP accounts.
2. The San Diego County Office of Education County Schools Librarian will serve as the district credentialed "librarian of record" as stipulated in the California Education Code, sections 18100-18103, 18176, and 44868.

DISTRICT COSTS, PAYMENT AND RESPONSIBILITIES
(2019-20 student enrollment reported by CDE Dataquest = 204

1. District will assign a representative to serve as liaison between the County and the District who shall be responsible for determining matters relative to service under this agreement.
2. District agrees not to post, email, transmit or otherwise make publically available your confidential site DCP usernames and passwords.
3. District agrees not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the DCP, use of the DCP, or access to the DCP.

4. In order to establish accurate DCP district accounts, the District will notify the County of any staffing changes, including first name, last name, title or school site, and e-mail address. Questions may be directed to Library Media Services (619) 718-4984.
5. For subscription access to the DCP and customized professional development, the District will pay to the County the rate of \$5.57 per CDE reported student enrollment. $204 \times \$5.57 = \$1,136.28$.
6. For Librarian of Record services, the District will pay to the County the rate of \$0.42 per CDE reported student enrollment for the 2019-20 fiscal year. $204 \times \$0.42 = \85.68 .

For DCP subscription and Librarian of Record services the District will pay to the County the total amount of \$1,221.96. The transfer of funds to the County School Service Fund will take place in January of this fiscal year.

PERIOD OF AGREEMENT – INCEPTION AND TERMINATION DATES

This agreement is in effect July 1, 2020 through June 30, 2021.

RENEWAL TERMS

District and County will review this contract annually.

COUNTY AND DISTRICT CONTACT INFORMATION

County Representatives

Cindy Dunlevy
Coordinator
San Diego County Office of Education
Library Media Services
5304 Metro Street, Suite C
San Diego, CA 92110
619 718-3120
cidunlevy@sdcoe.net

Jonathan Hunt
Coordinator
San Diego County Office of Education
Library Media Services
5304 Metro Street, Suite C
San Diego, CA 92110
619 718-4984
jonathan.hunt@sdcoe.net

District Tech Representative

Name: Patrick Humphrey
Title: I. T.
Location: Warner Springs
Address: 30951 Highway 79
City/State/Zip: Warner Springs CA 92086
Phone: 760-782-3517 Ext 217
Email: patrick.humphrey@warnerusd.net

District Contact for Communication

Name: Sabrina Finn
Title: Librarian
Location: ←
Address: ←
City/State/Zip: ←
Phone: 760-782-3517 Ext 241
Email: sabrina.finn@warnerusd.net

HOLD HARMLESS

Contractor shall defend, indemnify and hold the County, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, volunteers, Contractors and contractors arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all attorneys fees and other related costs and expenses. Contractor shall reimburse County and its directors, officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the County, its directors, officials, officers, employees and agents. The Contractor's duty to defend, indemnify, and hold the County harmless shall not apply to the extent a claim is due to the negligence or willful misconduct of the County.

GOVERNING LAW/VENUE SAN DIEGO

In the event of litigation, the agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.

FINAL APPROVAL

This Agreement is of no force or effect until approved by signature by the San Diego County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

ENTIRE AGREEMENT

This Agreement represents the entire agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS

By _____
(Authorized Signature)

Michael Simonson
Name

Assistant Superintendent, Business Services
Title

Date

WARNER UNIFIED SCHOOL DISTRICT

By David MacLeod
(Authorized Signature)

David MacLeod
Name

Superintendent
Title

6/1/2020
Date

David.MacLeod@warnerusd.net
Email

Federal I.D. Number

TOPIC: Consider approval of the San Diego County Superintendent of Schools Contract with Warner Unified School District for Synergy Education Platform.

DESCRIPTION: The purpose of this contract is to outline the relationship between SDCSS and LEA with regards to the Synergy Education Platform (Synergy EP).

FISCAL IMPACT: Synergy per student fees:
Elementary \$9.34
Middle School \$17.05
High School \$19.36
OTHER FEES:

Report Card Fees: Standards-Based report cards, typically used by elementary schools, will be charged at a minimum of \$548.15 per report card (for example, Grade 3 report cards, one in English and one in Spanish, would be two report cards, thus \$1,096.30 minimum). Additional expenses may be incurred based on report card requirements. A scope of work will be established prior to beginning the work order. Districts will be required to proof and approve report cards for accuracy prior to implementation. Further revisions, after implementation, are priced based on the extent of the work needed.

Training Hours: The fee will be \$109.66 per hour for onsite training (including Grade Book training), with a minimum of 4 hours and maximum class size of 25.

Implementation, Training and Data Conversion: for new consortium districts will be customized and priced based by contract per district.

Synergy Scripts: Synergy scripts are priced based on the extent of the work needed. Software Application Services (SAS) will provide you with a work order and the cost which you must authorize before the work can begin. SAS will quote the cost with a stipulation of the "number of attempts" to generate a successful script. The goal is to complete the work within three attempts. After that, the charge is \$100.98/hour for additional work.

Data Loads: Data loads into Synergy, including free and reduced meals, student programs, students, and school feeder data loads, are priced based on the extent of the work needed. SAS will provide you with a work order and the cost which you must authorize before the work can begin.

NOTE: this does not apply to test scores.

Online Registration Module: The annual cost for the Online Registration module is \$1.61 per student based on your LEAs annual Fall 1 count of students.

Assessment: \$4.23 per student

Item Bank (for Assessment): \$1.67 per student

RECOMMENDATION: Recommend approval.

**SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS
CONTRACT WITH WARNER UNIFIED SCHOOL DISTRICT
FOR
SYNERGY EDUCATION PLATFORM**

The SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS, a public educational agency, located at 6401 Linda Vista Road, San Diego, California 92111-7399, hereinafter referred to as "SDCSS" and WARNER UNIFIED SCHOOL DISTRICT, located at 30951 Highway 79, Warner Springs, Ca 92086, hereinafter referred to as "LEA", mutually agree as follows:

1. BASIS OF CONTRACT

The purpose of this contract is to outline the relationship between SDCSS and LEA with regards to the Synergy Education Platform (Synergy EP).

2. SCOPE OF SERVICE

2.1 SDCSS'S RESPONSIBILITY

The scope of work provided between SDCSS and LEA will be based on Per student fees as found in the SDCSS Fee schedule, herein referred to as Exhibit A (as updated annually), and include the following ongoing costs and services:

- Software License Fees
- Application Documentation
- Hosting
- SDCSS Student Management Systems Help Desk
- System Maintenance
 - a. Periodically, SDCSS will schedule periods of time for planned upgrades and maintenance. The Synergy EP will be unavailable during these maintenance windows. Planned service disruptions will be communicated, when possible, with the LEA at least 72 hours prior to the scheduled maintenance.
- Software Updates and Upgrades
- Data Back-up
- Disaster Recovery
- CALPADS Support
- Assistance with Pre-ID extracts
- Test score loads
- Initial training plus ongoing web-based training
- SDCSS will provide a secure FTP site for document transfer and retrieval.

2.2 LEA RESPONSIBILITIES

- The ParentVUE, StudentVUE, and TeacherVUE portal are provided to each LEA as part of the overall licensing fees, however, administration and support of these portals are the responsibility of the LEA.
- Allow SDCSS SIS staff access to the Synergy EP and Test environments to facilitate troubleshooting.
- Provide a list of LEA staff authorized to request service and support including those who have access to the secure FTP site.
- Districts will serve as the intermediary between the SDCSS and all third-party vendors. SDCSS will not share any type of information to a third-party vendor.
- Unique usernames and passwords are only to be used by the assigned LEA staff and should not be shared.

- A lead-time of no less than 2 weeks for the request and implementation of work orders associated with SIS extract requests for third-party vendor applications.

2.3 SECURITY

- All student information involved in this agreement shall continue to be the property of and under the control of the LEA.
- SDCSS will not use any information in a student record for any purposes other than those required or specifically permitted by this contract. Any other use of the LEA's student information will not be undertaken without the express, written consent of the LEA.
- SDCSS uses the following methods to ensure the privacy and security of student information:
 - a. Transmission of student information is always via secure protocols (SFTP, SSL and/or encryption)
 - b. No data transmission occurs via email
 - c. Student data is stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information
 - d. All server systems including data storage are maintained in a locked, secure, environmentally controlled facility
 - e. All server systems have been hardened with industry standard recommended measures for security protection
- SDCSS will notify the LEA within 24 hours if unauthorized access is discovered.
- SDCSS and the LEA will work together to ensure compliance with FERPA regulations.

2.4 OTHER FEE-BASED SERVICES

- Report Card Fees: Refer to Exhibit A for the Standards-Based report cards fees.
- Training Hours: Refer to Exhibit A for the per hour fees for onsite training.
- Implementation, Training and Data Conversion for new consortium LEAs will be customized and priced based by contract per LEA.
- Synergy Scripts: Refer to Exhibit A for the Synergy scripts fees.
- Data Loads: Refer to Exhibit A for additional fees and procedures related to Data Loads.
- Online Registration Module: Refer to Exhibit A for the annual cost for the Online Registration module.
- Assessment Module: Reference to Exhibit A for the annual cost for the Assessment Module.
- Test Item Bank: Reference to Exhibit A for the annual cost for the Test Item Bank.

2.5 DATA BACKUP

Customer requests to restore data shall be made through the SIS Help Desk and coordinated with the SDCSS Data Center. Requests will be prioritized per the following schedule:

- P1 – Emergency: the system is unusable, there is major data corruption, or a complete restore of the database is necessary
- P2 – Special Purpose: selected data (not all) needs to be restored

P1 and P2 requests that require additional custom programming and/or scripting for completion will be billed to the LEA per the current SDCSS Fee Schedule.

2.6 DISASTER RECOVERY

The SDCSS maintains an off-site data center location where data backups are automatically replicated for disaster recovery purposes. The SDCSS will work with the LEA to provide recovery services in the event of a disaster that prevents the LEA from accessing their data for more than 1 day.

If the service interruption includes SDCSS provided internet services, it is the responsibility of the LEA to establish commodity internet connectivity to the off-site data center.

3. FEES AND BILLING SCHEDULE

SDCSS will bill LEA on a semiannual basis. This will consist of a 70% billing cycle in January of each contracted year and a 30% billing cycle in June of each contracted year. All billing disputes shall be made in writing to SDCSS no later than 90 calendar days after the billing cycle has concluded. Yearly fees will be calculated on a Per Student Fee basis as outlined in Exhibit A.

4. SYNERGY EP DATA OWNERSHIP

SDCSS will host all data within the Synergy EP with the express understanding that LEA retains all proprietary rights to any and all information housed within the respective SIS databases. Furthermore, SDCSS is not permitted to share, and agrees that it will not share, any student information data with any other vendor or third party agency without express written permission from LEA.

5. TERM

This Agreement is binding on the parties upon full signing hereof. The term of the Agreement commences July 01, 2020 (the "Effective Date") and shall remain in effect remains in effect for 3 years (the "Initial Term") expiring on June 30, 2023 (the "Expiration Date").

The term may be extended or renewed for an additional term ("Renewal Term") only by written agreement of the parties.

6. TERMINATION

6.1 TERMINATION FOR CONVENIENCE

Either party may terminate this agreement, (in whole or in part), without penalty, at any time by giving the SDCSS notice of the termination at least ninety (90) days prior to the termination date specified in the notice. In the event that LEA terminates services, LEA shall pay SDCSS for all services provided and work performed up to the date of termination.

Should LEA terminate the existing contract with SDCSS, refer to Exhibit B for a complete listing of support services that will be provided.

6.2 TERMINATION FOR CAUSE

SDCSS may terminate this agreement by giving notice to LEA if LEA fails to pay undisputed Fees for a period of three (3) months or more and fails to make such payment within thirty (30) days after being given notice of such failure.

7. TOBACCO-FREE FACILITY

SDCSS is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of County Office property.

8. PROJECT CONTACTS

The parties' representative contacts for the management of this project are:

SDCSS: John Vaillancourt
6401 Linda Vista Rd
San Diego, CA 92111
(858) 290-5583
jvaillancourt@sdcoe.net

LEA: Andrea Sissions
30951 Highway 79
Warner Springs, Ca 92086
760-782-3517 x213
andrea.sissions@warnerusd.net

9. INDEMNIFICATION

LEA agrees to hold harmless, defend, and to indemnify SDCSS, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, LEA's performance or lack thereof under this Agreement.

SDCSS agrees to hold harmless, defend, and to indemnify LEA, its officers, agents, and employees against any and all losses, injuries, claims, actions, any judgments, and liens arising from, or alleged to have arisen from, SDCSS's performance or lack thereof under this agreement.

10. GOVERNING LAW/VENUE SAN DIEGO

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

11. COMPLIANCE WITH LAW

Both parties shall be subject to, and shall comply with, all Federal State, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including nondiscrimination.

12. FINAL APPROVAL

This Agreement is of no force or effect until approved by signature by the San Diego County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

13. ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provision hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this CONTRACT to be duly executed, such parties acting by their representatives being thereunto duly authorized.

**SAN DIEGO COUNTY SUPERINTENDENT
OF SCHOOLS**

WARNER UNIFIED SCHOOL DISTRICT

By (Authorized Signature)

By (Authorized Signature)

Michael Simonson

Name (type or print)

Name (type or print)

Deputy Supt, CBO

Title

Title

Date

Date

SAN DIEGO COUNTY OFFICE OF EDUCATION

STUDENT INFORMATION SYSTEM
2020-21 FEE SCHEDULE

EXHIBIT A

SYNERGY PER STUDENT FEES for 2020-21

Elementary (Self Contained)	\$9.34 per student
Middle School	\$17.05 per student
High School	\$19.36 per student

Fees for Synergy will be billed by the annual Fall 1 count of students. Per student fees will be multiplied by student counts for annual billing. Billing will occur in January and June.

District Pre-school enrollment will be billed at Elementary rate and based on current year enrollment on CBEDS day.

Adult school enrollment, based on current year CBEDS day, will be billed at High School rate.

Per student fees will cover the following ongoing costs and services:

- Software License Fees (including Grade Book)
- Application Documentation
- Hosting
- SDCSS Customer Resource Center Help Desk
- Fee based printing
- System Maintenance
- Software Updates and Upgrades
- Data Back-up
- Disaster Recovery
- CALPADS Support
- Assistance with Pre-ID extracts
- Test score loads
- Initial training plus ongoing web-based training

OTHER FEES

Report Card Fees: Standards-Based report cards, typically used by elementary schools, will be charged at a minimum of \$548.15 per report card (for example, Grade 3 report cards, one in English and one in Spanish, would be two report cards, thus \$1,096.30 minimum). Additional expenses may be incurred based on report card requirements. A scope of work will be established prior to beginning the work order.

Districts will be required to proof and approve report cards for accuracy prior to implementation. Further revisions, after implementation, are priced based on the extent of the work needed.

Training Hours: The fee will be \$109.66 per hour for onsite training (including Grade Book training), with a minimum of 4 hours and maximum class size of 25.

Implementation, Training and Data Conversion: for new consortium districts will be customized and priced based by contract per district.

Synergy Scripts: Synergy scripts are priced based on the extent of the work needed. Software Application Services (SAS) will provide you with a work order and the cost which you must authorize before the work can begin. SAS will quote the cost with a stipulation of the "number of attempts" to generate a successful script. The goal is to complete the work within three attempts. After that, the charge is \$100.98/hour for additional work.

Data Loads: Data loads into Synergy, including free and reduced meals, student programs, students, and school feeder data loads, are priced based on the extent of the work needed. SAS will provide you with a work order and the cost which you must authorize before the work can begin. NOTE: this does not apply to test scores.

Online Registration Module: The annual cost for the Online Registration module is \$1.61 per student based on your LEAs annual Fall 1 count of students.

Assessment: \$4.23 per student

Item Bank (for Assessment): \$1.67 per student

TAKING A LOCAL EDUCATION AGENCY (LEA) OUT OF SERVICE

EXHIBIT B

On the day following the last contracted day of service:

- The application pool for the LEA's website will be stopped on each web server. This will cause a Service Unavailable message to be displayed if a user attempts to access the web site.
- The LEA will be removed from the process server(s).
- Removal of all associated, automated nightly processes.
- The LEA's SQL Server production database will be backed up, compressed and placed on our FTP server for the LEA to download. The LEA will be notified by email that they have 14 calendar days to download the backup file.
NOTE: It is not the responsibility of SDCSS to assist the LEA in the data conversion/extraction process except that which is outlined herein.
- A second backup of the production database will be retained for one year.
- All LEA's database will be taken offline.
- All LEA's database and web sites will be removed from the RT Dashboard configuration.

Fourteen days after the LEA has been taken out-of-service:

- The LEA will be removed from the DBTool configuration on each web server.
- The web sites, including the application pools and physical folders for the LEA will be removed from each web server.
- The production database backup placed on the FTP server will be deleted.

TOPIC: Consider approval of the Memorandum of Agreement San Diego County Schools Fingerprint Clearinghouse.

DESCRIPTION: The purpose of this clearinghouse is to provide for a centralized system for receiving and maintaining fingerprint records of temporary, part-time, or substitute certificated and classified employees who may be employed by more than one San Diego County public school employer.

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval.

**MEMORANDUM OF AGREEMENT
SAN DIEGO COUNTY SCHOOLS FINGERPRINT CLEARINGHOUSE**

This Memorandum of Agreement for participation in the San Diego County Schools Fingerprint Clearinghouse is entered into by _____ Warner Unified School District _____ (“DISTRICT/AGENCY”) and the San Diego County Superintendent of Schools (“COUNTY”) pursuant to Education Code sections 44830.2 and 45125.01. The purpose of the clearinghouse is to provide for a centralized system for receiving and maintaining fingerprint records of temporary, part-time, or substitute certificated and classified employees who may be employed by more than one San Diego County public school employer.

The parties agree as follows:

1. The DISTRICT/AGENCY hereby designates the San Diego County Superintendent of Schools as its agent for the purpose of fulfilling the following functions and responsibilities which are set forth in the Education Code sections 44830.1 and 45125:
 - Receiving reports of convictions of the serious and violent felonies as defined in Education Code sections 44830.1(c)(1) and 45122.1(c)(1); sex offenses as defined in Education Code section 44010; controlled substance offenses as defined in section 44011; or offenses specified in section 44424.
 - Reviewing Criminal Offender Record Information (CORI).
 - Subscribing to the subsequent arrest notification service from the California Department of Justice as provided under Penal Code section 11105.2.
 - Reviewing reports of subsequent arrests from the Department of Justice.
 - Maintaining common lists of persons eligible for employment.
 - Making information available to the District/Agency as provided in paragraphs 4 and 5.
2. The agency designation described in paragraph 1, above, shall apply to all temporary, part-time or substitute employees, and all applicants for such positions.
3. The Assistant Superintendent, Human Resource Services or designee at COUNTY shall be responsible for the functions described in paragraph 1, above.
4. **Criminal Offender Record Information (CORI)** -- No party to this agreement shall disclose the contents of, or provide copies of Criminal Offender Record Information except that upon receipt of a criminal record summary, the COUNTY Assistant Superintendent, Human Resource Services or designee shall take the following action(s):
 - If the information received from the California Department of Justice reveals that the employee or applicant is not prohibited from being employed, the person's name shall be placed on a list of eligible employees.
 - Notify the DISTRICT/AGENCY Superintendent or designee informing him/her that the Criminal Offender Record Information summary for the individual is available for inspection at the office of the Assistant Superintendent, Human Resource Services by the Superintendent or designee on a confidential basis for a period of thirty (30) days following receipt of the notice.
 - If the information received from the California Department of Justice reveals that an employee or applicant is prohibited from being employed, the SCHOOL DISTRICT/AGENCY Superintendent or designee shall be notified of that fact and that the Criminal Offender Record Information summary for the individual is available for inspection at the office of the Assistant Superintendent, Human Resource Services by the Superintendent or designee on a confidential basis for a period of thirty (30) days following receipt of the notice.
 - COUNTY shall comply with Criminal Offender Records Information destruction, storage, dissemination, auditing, backgrounding and training requirements as set forth in Sections 700 through 708, inclusive, of Title 11 of the California Code of Regulations and the rules regarding use and security of these records as set forth in Section 11077 of the Penal Code. In addition, SDCOE shall maintain a record of all persons to whom the information has been shown.

5. **Notice of Subsequent Arrest or Conviction** -- No party to this agreement shall disclose the contents of, or provide copies of Criminal Offender Record Information except that upon receipt of subsequent arrest or conviction information, the Assistant Superintendent, Human Resource Services or designee shall take the following actions(s):
- Immediately notify the DISTRICT/AGENCY Superintendent or designee of each participating DISTRICT/AGENCY known by SDCOE to have employed the individual via telephone or e-mail, informing him/her that a subsequent arrest or conviction notification has been received and whether or not the employee is eligible for employment based upon the information contained within the notice which shall be available for inspection at the office of the Assistant Superintendent, Human Resource Services by the Superintendent or designee on a confidential basis for a period of thirty (30) days.
 - COUNTY shall comply with Criminal Offender Records Information destruction, storage, dissemination, auditing, backgrounding and training requirements as set forth in Sections 700 through 708, inclusive, of Title 11 of the California Code of Regulations and the rules regarding use and security of these records as set forth in Section 11077 of the Penal Code. In addition, SDCOE shall maintain a record of all persons to whom the information has been shown.
6. The DISTRICT/AGENCY shall select a Custodian of Records that will be cleared by the California Department of Justice to receive information pertaining to any Criminal Offender Record Information reports obtained. The DISTRICT/AGENCY shall provide this information to the COUNTY annually.
7. The DISTRICT/AGENCY hereby authorizes COUNTY to complete an expenditure transfer on an annual basis to charge an amount determined by COUNTY to represent the DISTRICT'S/AGENCY'S pro rata share of the cost of operating the Fingerprint Clearinghouse.

RENEWAL TERMS

This Agreement shall be effective upon execution and shall renew automatically on July 1 of each subsequent fiscal year unless written notification of cancellation is provided by either party. Such notification shall be provided at least thirty (30) days prior to the cancellation date. In compliance with Education Code 17596, the maximum term of this agreement shall be 5 years.

TOBACCO-FREE FACILITY

The COUNTY is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of County Office property.

INDEMNIFICATION

The DISTRICT/AGENCY agrees to hold harmless, defend, and to indemnify the SDCOE, accept any and all responsibility for loss or damage to any person or entity, including SDCOE, and to indemnify, hold harmless, and release SDCOE, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including DISTRICT/AGENCY, that arise out of, pertain to, or relate to DISTRICT/AGENCY's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. DISTRICT/AGENCY agrees to provide a complete defense for any claim or action brought against SDCOE based upon a claim relating to such DISTRICT/AGENCY's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. DISTRICT/AGENCY's obligations under this Section apply whether or not there is concurrent negligence on SDCOE's part, but to the extent required by law, excluding liability due to SDCOE's conduct. SDCOE shall have the right to select its legal counsel at DISTRICT/AGENCY's expense, subject to DISTRICT/AGENCY's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for DISTRICT/AGENCY or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

NOTICES

All notices, legal or otherwise, shall be provided as follows:

SDCOE: Dr. Olivier Wong Ah Sun
Assistant Superintendent, Human Resources
6401 Linda Vista Rd
San Diego, CA 92111
858-292-3662
owong@sdcoe.net

With copy to: Chief Business Officer and
SDCOE Legal Services
6401 Linda Vista Rd
San Diego, CA 92111

DISTRICT/AGENCY: Warner USD
30951 HWY. 79
Warner Spring CA 92086
(760) 782-3517

ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

AMENDMENT

No oral or other agreements or understandings shall be effective to modify or alter the written terms of the agreement. This Agreement may be amended or modified only by a written instrument signed by the SDCOE and by a duly authorized representative of the Consultant.

GOVERNING LAW

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS

DISTRICT/AGENCY

By (Authorized Signature)

By (Authorized Signature)

Michael Simonson

Name (Type or Print)

David MacLeod

Name (Type or Print)

Deputy Superintendent, Chief Business Officer

Title

Superintendent

Title

Date

06/24/2020

Date

**MEMORANDUM OF AGREEMENT
SAN DIEGO COUNTY SCHOOLS FINGERPRINT CLEARINGHOUSE
DISTRICT/AGENCY CUSTODIAN OF RECORDS**

CUSTODIAN OF RECORDS (signature)

David MacLeod

Name (Type or Print)

Superintendent

Title

06/24/2020

Date

(760) 782-3517

Phone Number

david.macleod@warnerusd.net

E-mail

Alternate #1 (signature)

Andrea Sissons

Name (Type or Print)

Chief Business Officer

Title

06/24/2020

Date

(760) 782-3517

Phone Number

andrea.sissons@warnerusd.net

E-mail

Alternate #2 (signature)

Name (Type or Print)

Title

06/24/2020

Date

Phone Number

E-mail

The above-named Custodian of Records is authorized to receive/review the confidential criminal history information pertaining to employees/applicants of the District/Agency.